

OFFICE OF THE STOKES COUNTY ATTORNEY



MEMORANDUM OF APPROVAL


To: Shannon Shaver

From: County Attorney, J. Tyrone Browder

Date: June 26, 2020

Re: Addendum to Contract dated July 1, 2019 between the County of Stokes and the Stokes Family YMCA to extend the existing contract for the period from July 1, 2020 through June 30, 2021.

This memorandum serves as documentation that the above referenced Addendum has been approved as to form and legal sufficiency by the undersigned.



J. Tyrone Browder, Stokes County Attorney

ADDENDUM TO CONTRACT DATED JULY 1, 2019 BETWEEN THE COUNTY OF STOKES AND THE STOKES FAMILY YMCA

The undersigned parties hereby renew the agreement between the County of Stokes and the Stokes Family YMCA with the following change to the existing agreement:

The existing contract period is July 1, 2019 through June 30, 2020 with the new contract period beginning July 1, 2020 through June 30, 2021.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated.

ANDY NICKELSTON
CHAIRMAN
STOKES COUNTY BOCC

Date

STAN LAW
PRESIDENT/CEO
YMCA OF NORTHWEST NORTH CAROLINA

Date

State of North Carolina

Stokes County

I, Shannon Shaver, a Notary Public of the County and State aforesaid certify that Andy Nickelston, Chairman of the Stokes County Board of Commissioners personally appeared before me this day and acknowledged the execution of the foregoing Addendum to Contract.

Witness my hand and official seal this _____ day of July, 2020.

Notary Public

My Commission expires: _____

(NOTARY SEAL)

State of North Carolina

Stokes County

I, _____, a Notary Public of the County and State aforesaid certify that Stan Law, President and CEO of the YMCA of Northwest North Carolina personally appeared before me this day and acknowledged the execution of the foregoing Addendum to Contract.

Witness my hand and official seal this _____ day of July, 2020.

Notary Public

My Commission expires: _____

(NOTARY SEAL)

RECREATION CONTRACT

This contract for Recreation Services (herein the "Contract") is made by and between the Stokes Family YMCA herein known as the "YMCA", and the County of Stokes, herein known as the "County". For and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

Responsibilities of the YMCA

The YMCA agrees to provide the following minimum services:

1. The YMCA shall administer and coordinate all current recreation and wellness programming to include Stokes County Youth Sports Programming, Summer Day Camp, Stokes County Easter Egg Hunt, other seasonal family special events, 5k event, Fitness Center operation and wellness services.
2. A Summer Youth Program shall be provided to the youth of Stokes County. This program shall be for the length of time specified each year in the County's Annual Budget. This program shall utilize school sites as well as YMCA and County facilities.
3. The YMCA shall provide recreation, wellness and social programs at a County facility, at the County's sole expense except for long distance telephone calls, in Danbury, North Carolina. The YMCA shall maintain regular office hours and Fitness Center hours of operation in said facility.
4. Stokes County Youth Sports Programming shall be provided to the youth of Stokes County. The programming shall last a minimum of seven weeks.
5. The YMCA shall host an annual 5k event.
6. New Programs shall be offered based on need and availability, such as additional summer camps, sports, recreation and wellness programs and social events.
7. The YMCA shall assume all liability insurance coverage for all YMCA staff and program offerings.
8. The YMCA shall administer the scheduling of shelter usage and special events to be held at Moratock Park, located in Danbury, North Carolina.
9. The YMCA shall collect all fees as set by the Stokes County Board of Commissioners for use of Moratock Park facilities and remit those funds back to the County as requested by the County.
10. The YMCA shall retain all revenues generated by program offerings, except those fees generated from Moratock Park shelter usage.
11. The YMCA shall provide a Stokes County Recreation Department Committee under the authorization of the Stokes Family YMCA volunteer Board of Management. The Committee shall consist of Stokes Family YMCA volunteers, Stokes County citizens and a designated representative of the Stokes County Board of Commissioners. The Committee will meet at least one time quarterly.

Responsibilities of the County of Stokes

The County of Stokes agrees to the following responsibilities:

1. The County shall maintain ownership of Moratock Park located in Danbury, North Carolina. Further, the County shall provide maintenance and repair services for Moratock Park up to and including grounds maintenance, facility maintenance, insurance and utility costs.
2. The County shall provide a facility to serve as a Program Center to the YMCA in Danbury, North Carolina or other strategically placed locations at the County's sole expense except for long distance telephone calls. The County shall maintain ownership of said facility and shall provide maintenance and repair services up to and including road maintenance, grounds maintenance, facility maintenance, insurance and utility costs.
3. The County shall provide, at its sole cost and expense, the YMCA staff in Stokes County with one (1) vehicle for travel solely within Stokes County in maintaining programs based in Stokes County and offered to Stokes County citizens.
4. The County shall allow the YMCA staff to purchase fuel at the Stokes County fueling facilities for use in the vehicle provided by the County.

Compensation

The County hereby agrees to pay to the YMCA an amount equal to One Hundred Twenty Thousand Five Hundred Ninety-five dollars (\$120,595.00) for the contract year. This contract sum shall be paid in two (2) equal installments with the first payment due on July 31st and the second due on January 31st of the contract term.

Term

The term of this contract shall be for a period of one year. This contract may be extended for additional periods upon the expressed written consent of both parties.

The Agreement shall be effective July 1, 2019 and shall remain in effect through June 30, 2020. If a new agreement has not been reached between the parties by July 1, 2020, the FY 2018-19 Agreement shall remain in force, unless it has been terminated in accordance with the provisions of this Agreement.

Contract Termination

Either party wishing to terminate this contract may do so upon one-hundred and eighty days written notice to the other party.

Hold Harmless Provision

The YMCA hereby agrees to indemnify and hold the County harmless from all liability arising out of the provision of recreational programs and services as set forth herein.

The County agrees to indemnify and hold the YMCA harmless from all liability arising out of the provision of County maintenance and facilities.

Contract Date and Signatures

This contract for services shall have an effective date and commence as of July 1, 2019 and terminate on June 30, 2020. Contract term extensions are provided in the section of this contract titled "Term".

YMCA of Northwest North Carolina

County of Stokes

By: _____
Stan Law
President/CEO

By: _____
Andy Nickelston
Chairman
Stokes County Board of Commissioners

Date: _____

Date: _____

This Instrument has been pre-audited in the Manner as required by the Local Government Budget and Fiscal Control Act.

Julia Edwards
Stokes County Finance Director

Date: _____

Approved as to Form and Legal Sufficiency

See Attached Memorandum
Stokes County Attorney

Date: _____