

**Resolution 2021-R-70**

***Authorizes the execution of a Service Agreement with the  
Irondale Arts Council, Inc.***

**BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr. is hereby authorized to execute a Community Services Agreement with the Irondale Arts Council, Inc. in the amount of \$2,500.00 in substantially in the form attached hereto as Exhibit A.

**ADOPTED & APPROVED:** This the 7th day of July, 2021.

\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

\_\_\_\_\_  
Lu Jackson, City Clerk

**CERTIFICATION**

I, Lu Jackson, City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on July 7, 2021, as same appears in the minutes of record of said meeting.

\_\_\_\_\_  
Lu Jackson, City Clerk

## **Exhibit A**

**SERVICE AGREEMENT**

This agreement made and entered into by and between the City of Irondale, Alabama, a municipal corporation (hereinafter referred to as the “City”) and the **Irondale Arts Council, Inc.**, an Alabama non-profit corporation (hereinafter referred to as the “Contractor”).

**WHEREAS**, the **Contractor** performs certain services for the citizen of the City of Irondale, Alabama; and

**WHEREAS**, the City desires to provide opportunities for Irondale citizens to be educated and participate in the arts; and

**WHEREAS**, the City is desirous of obtaining Contractor’s services as designated below and finds that a public purpose is served through the obtaining of Contractor’s services as set forth herein.

**THEREFORE**, the parties hereto promise, covenant and agree as follows:

1. Contractor hereby agrees to provide services to the citizens of Irondale through the promotion of the arts and artists and through art events throughout the year for the Library.
2. The City shall pay to the Contractor a total of **Two Thousand Five Hundred Dollars and 00/100 (\$2,500.00)**. Payment will be made upon receipt of a copy of Contractor’s most recently completed audit and any other reports and information deemed appropriate and requested by the City.
3. Absent any determination of intentional default, this agreement shall renew annually upon the approval of the then current fiscal year budget by the City Council under the same terms and conditions unless **(1)** canceled on sixty (60) days written notice by either party; or, **(2)** funds are not appropriated to the Contractor by the Irondale City Council in such budget.

**IN WITNESS WHEREOF** , the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the \_\_\_\_day of July, 2021.

**CITY OF IRONDALE, ALABAMA**

**IRONDALE ARTS COUNCIL, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: James D. Stewart, Jr.

Printed Name: \_\_\_\_\_

Its: Mayor

Its \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_