

Resolution 2021-R-81

*Authorizes the execution of an Amended 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 an Amended Community Service Agreement with the Irondale Arts Council, Inc. in substantially in the form attached hereto as Exhibit A.

ADOPTED & APPROVED: This the 4th day of August, 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 August 4, 2021, as same appears in the minutes of record of said meeting.

Lu Jackson, City Clerk

Exhibit A

AMENDED SERVICE AGREEMENT

This amended service 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”) amends and replaces that certain Service Agreement approved by the City Council on July 7, 2021 by and through Resolution 2021-R-70.

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 in the City of Irondale.
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 financial statements 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 at least 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 amended agreement to be executed by their duly authorized representatives on the ____day of August, 2021.

CITY OF IRONDALE, ALABAMA

IRONDALE ARTS COUNCIL, INC.

BY: _____

BY: _____

Printed Name: James D. Stewart, Jr.

Printed Name: _____

Its: Mayor

Its _____

Date: _____

Date: _____