

Resolution 2022-R-138

***Authorizing the execution of an agreement with the Exchange Club of Irondale, Inc.
for Flag Replacement and Maintenance Services on Crestwood Boulevard***

WHEREAS, the City finds that a public purpose is served through the replacement and maintenance of the flags on Crestwood Boulevard and desires to obtain the services of the Exchange Club of Irondale, Inc., an Alabama non-profit corporation, to help accomplish such purpose.

NOW THEREFORE, 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 Service Agreement with the Exchange Club of Irondale, Inc. in substantially the form attached hereto as Exhibit A.

ADOPTED & APPROVED: This 2nd day of August, 2022.

David Spivey, City Council President

APPROVED:

James D. Stewart, Jr., Mayor

ATTESTED:

Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, City Clerk of the City of Irondale, Alabama hereby certify 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 2, 2022, as the same appears in the minutes of record of said meeting.

Leigh Ann Allison, City Clerk

EXHIBIT A

SERVICE AGREEMENT

This agreement made and entered into by and between the City of Irondale, Alabama, a municipal corporation, (“City”) and the **Exchange Club of Irondale, Inc.**, an Alabama non-profit corporation.

WHEREAS, the **Exchange Club of Irondale, Inc.** performs certain services for the citizens of the City of Irondale; and

WHEREAS, the City is desirous of obtaining their services as designated below.

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

1. The **Exchange Club of Irondale, Inc.** hereby agrees to provide services to the City for the replacement and maintenance of the flags on Crestwood Boulevard.
2. In consideration of the services to be performed by **Exchange Club of Irondale, Inc.**, the City does hereby agree to pay to said **Exchange Club of Irondale, Inc.** the sum of Six Thousand Dollars and 00/100 (\$6,000.00).
3. The **Exchange Club of Irondale, Inc.** shall provide to the City as soon after the end of the preceding fiscal year as practicable an audit report and any other reports and information deemed appropriate by the City Clerk/Treasurer of the City.
4. Absent any determination of intentional default, this agreement shall renew annually under the same terms and conditions unless (1) canceled on sixty (60) days written notice by either party; or, (2) funds are not appropriated by the Irondale City Council.

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 _____, 2022.

CITY OF IRONDALE, ALABAMA

EXCHANGE CLUB OF IRONDALE, INC.

Name: James D. Stewart, Jr.

Name: _____

Its: Mayor

Its: _____