

**RESOLUTION 2022-R-199**

*Authorizes the execution of a Service Agreement with the Exceptional Foundation*

**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 Service Agreement with the Exceptional Foundation in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) and in substantially the form attached hereto as Exhibit A.

**ADOPTED & APPROVED:** This 18th day of October, 2022.

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

**APPROVED:**

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

**ATTESTED:**

\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, the 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 the 18th day of October, 2022, as the same appears in the minutes of record of said meeting.

\_\_\_\_\_  
Leigh Ann Allison, City Clerk

## **Exhibit A**

**AGREEMENT**

This Agreement is made and entered into by and between the **City of Irondale, Alabama**, a municipal corporation (hereinafter referred to as the “City”), and **The Exceptional Foundation**, an Alabama non-profit corporation (hereinafter referred to as the “Contractor”).

**WHEREAS**, the Contractor performs certain services for the citizens of the City of Irondale, Alabama; 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.

**NOW, THEREFORE, IN CONSIDERATION** of the premises and the mutual promises of the parties hereinafter set forth, the parties agree as follows:

1. Contractor hereby agrees to provide services to individuals with special needs in Irondale whose needs may not be met by social and recreational programs.
2. The City shall pay to the Contractor a total of Two Thousand Five Hundred Dollars (\$2,500.00). Payment will be made upon receipt of a copy of Contractor’s most recently completed financial statement 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 under the same terms and conditions unless (1) canceled on at least sixty (60) days written notice by either party prior to any subsequent renewal date and delivered to the other party in person or by certified mail; 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**

**THE EXCEPTIONAL FOUNDATION**

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

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

Printed Name: James D. Stewart, Jr.

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

Its: Mayor

Its: \_\_\_\_\_

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

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