

RESOLUTION 2022-R-201

Authorizes the execution of a Service Agreement with The Marsha Kelly Sutton 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 Marsha Kelly Sutton Foundation in the amount of Three Thousand Dollars (\$3,000.00) and in substantially the form attached hereto as Exhibit A. This amount is funded as follows: \$2,500.00 from the FY 2022-23 community programs budget and \$500.00 from the FY 2022-23 discretionary fund of Councilman John London.

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 Marsha Kelly Sutton 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 the citizens of Irondale through the promotion of education throughout the year in the City of Irondale.
2. The City shall pay to the Contractor a total of Three Thousand Dollars (\$3,000.00). 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 MARSHA KELLY SUTTON FOUNDATION

BY: _____

BY: _____

Printed Name: James D. Stewart, Jr.

Printed Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____