

RESOLUTION 2023-R-169

Authorizes the execution of a Service Agreement with Freshwater Land Trust

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 Freshwater Land Trust in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) in substantially in the form attached hereto as Exhibit A.

ADOPTED & APPROVED: This 7th day of November, 2023.

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 7th day of November, 2023, 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 **Freshwater Land Trust** (hereinafter referred to as the “Freshwater Land Trust”).

WHEREAS, Freshwater Land Trust works to conserve and care for environmentally significant lands throughout Central Alabama which includes the City of Irondale, Alabama;

WHEREAS, as part of Freshwater Land Trust’s conservation efforts, Freshwater Land Trust has two properties in the City that allow for both conservation and public access and enjoyment; and

WHEREAS, the City is desirous of obtaining Freshwater Land Trust’s services as designated below for the conservation of the environment in the City and finds that a public purpose is served through the obtaining of these 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. Freshwater Land Trust hereby agrees to conserve and care for environmentally significant land in the City which provides recreational opportunities and community benefits to the citizens of the City and to promote the health, safety and welfare of its citizens.
2. The City shall pay to Freshwater Land Trust a total of Fifty Thousand and 00/100 Dollars (\$50,000.00). Payment will be made upon receipt of a copy of Freshwater Land Trust’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 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 _____, 2023.

CITY OF IRONDALE, ALABAMA

FRESHWATER LAND TRUST

BY: _____

BY: _____

Printed Name: James D. Stewart, Jr.

Printed Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____