

RESOLUTION 2023-R-67

*Authorizes the execution of a Service Agreement
with Ruffner Mountain Nature Coalition, 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 a Community Service Agreement with Ruffner Mountain Nature Coalition, Inc., an Alabama non-profit corporation, in the amount of \$50,000.00 and substantially in the form attached hereto as Exhibit A.

ADOPTED & APPROVED: This the 16th day of May, 2023.

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 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 May 16, 2023, as 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 **Ruffner Mountain Nature Coalition, Inc.**, an Alabama non-profit corporation (hereinafter referred to as the “Ruffner Mountain Nature Coalition”).

WHEREAS, the Ruffner Mountain Nature Coalition was established to restore and protect Ruffner Mountain and its rich diversity of life; and

WHEREAS, a portion of Ruffner Mountain is located within the city of Irondale and provides many recreational opportunities to the citizens of the city;

WHEREAS, the City is desirous of obtaining Ruffner Mountain Nature Coalition’s services as designated below for the protection of Ruffner Mountain and the recreational and community benefits that it offers.

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

1. Ruffner Mountain Nature Coalition hereby agrees to provide protection and restoration services to Ruffner Mountain within the city of Irondale to provide 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 Ruffner Mountain Nature Coalition a total of \$50,000.00 per fiscal year. Payment will be made upon receipt of a copy of Ruffner Mountain Nature Coalition’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 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 May, 2023.

CITY OF IRONDALE, ALABAMA

**RUFFNER MOUNTAIN NATURE COALITION,
INC.**

BY: _____

BY: _____

Printed Name: James D. Stewart, Jr.

Printed Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____