

Resolution 2025-R-237-A

*Authorizes the execution of a Community Service Agreement
with A.G. Gaston Boys & Girls Club, Inc.*

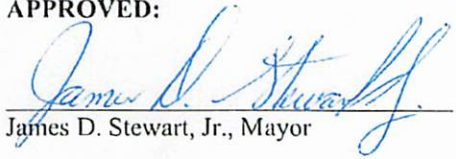
BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute a Community Service Agreement with A.G. Gaston Boys & Girls Club, Inc. in substantially in the form attached hereto as Exhibit A.

ADOPTED & APPROVED: This the 6th day of January, 2026.



David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh 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 the 6th day of January, 2026, as 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 (hereinafter referred to as the "City") and A.G. Gaston Boys & Girls Club, Inc., an Alabama non-profit corporation (hereinafter referred to as the "Contractor" or "Boys & Girls Club").

WHEREAS, the Boys & Girls Club is a nonprofit corporation that provides out-of-school programs to youth individuals that reinforce classroom learning and decrease youth exposure to risky behaviors for students; and

WHEREAS, Boys & Girls Club desires to serve students who reside within the City of Irondale and attend schools within the City; and

WHEREAS, the City of Irondale recognizes the need for the Services for its citizens and is desirous of obtaining Boys & Girls Club services as designated below and finds that a public purpose is served through the provision of the Services by the Contractor pursuant to the terms of this Agreement.

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

1. **Term; Termination.** This Agreement shall be for a one (1) year period beginning on the date of the last party to execute this Agreement ("Term"). This Agreement may be terminated at any time by either party hereto with thirty (30) days' notice to the other party.
2. **Contractor Obligations.** Contractor hereby agrees to provide daily out-of-school programs that reinforce classroom learning and decrease youth exposure to risky behaviors for students from 3:00 pm to 6:00 pm Monday through Friday at a cost to the attendees of no more than \$65 per week (the "Services"). Contractor agrees to provide all necessary supplies and equipment needed for the performance of the Services as well as weekly cleaning services for the building interior on the Property. Contractor agrees to comply with all applicable laws pertaining to the provision of the Services and the use of the Property. Contractor shall not do, cause, or permit anything to be done that may injure or deface the Property, the building on the Property, and/or any equipment or furnishings therein.
3. **City Obligations.** In exchange for the Services, City agrees to provide a location to Contractor for the provision of the Services within the City of Irondale at the former Irondale Public Library located at 105 20th Street South, Irondale, Alabama 35210 (the "Property"), including utilities. Contractor is not permitted to use the Property for any purpose other than the provision of the Services.
4. **Provision of Contractor's Financial Information to City.** Within seven (7) days of a request by the City, the Boys & Girls Club will provide the City with a copy of its most recently completed audit or most recent financial information and any other reports and information deemed appropriate and requested by the City.

5. Insurance.

- a. Certificates of Insurance. Contractor shall provide and maintain the each of the following minimum insurance types and amounts (or combination of primary and umbrella/excess coverages if it satisfies the combined minimum coverage limit of each line) at Contractor's expense and at no charge to the City for the Term of this License:
- i. Comprehensive General Liability: on an occurrence form \$1,000,000 each occurrence; \$2,000,000 aggregate
 - ii. Workers' Compensation: as required by statute
 - iii. Employer's Liability (Coverage B): \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee
 - iv. Comprehensive Automobile Liability: CSL \$1,000,000 (including owned, non-owned & hired) each occurrence
 - v. Sexual Abuse and Molestation Coverage: At least one million dollars (\$1,000,000.00) in coverage limits.
 - vi. Umbrella – \$2,000,000.00 over Commercial General Liability and Auto Liability.
- b. City shall be added as an additional insured on all such insurance coverage. Upon execution of this Agreement, Contractor shall furnish to City certificates of all of the insurance required herein. Upon renewal thereof, Contractor shall provide the City with certificates of renewal no later than thirty (30) days prior to the expiration of any such policy. Such insurance certificates held by Contractor shall provide that that City is an additional insured as required by written contract and that no cancellation or non-renewal of such policies can take effect without thirty (30) days' prior written notice by mail to City.
- c. Insurance Specifications; Waiver of Subrogation. Contractor's insurance coverage is considered primary for claims, damages, losses, and expenses that arise out of, relate to, or result from use of the Property by Contractor.
- d. Nothing contained in these insurance requirements shall be construed as limiting the Contractor's responsibility for any and all damages resulting from the provision of the Services on the Property as permitted under this Agreement. The inclusion of minimum limits shall not be interpreted as limiting the Contractor's responsibility to provide contractual coverage of

sufficient amount. The organizational names listed on this Agreement must match the names listed on the insurance certificate.

- e. Contractor waives all subrogation rights against the City for all claims or actions covered by Contractor's insurance. If the Contractor does not provide City with a copy of a valid insurance certificate evidencing insurance coverage to the City and its officers, employees, officials, representatives, elected officials, and agents for the provision of the Services as required hereunder and for the amounts required herein and such coverage is not valid for the Term of this Agreement, then this Agreement may be terminated by the City due to non-coverage without prior notice to the Contractor.
 - f. Additional Insureds; Certificate(s) of Insurance. Contractor shall provide a certificate of insurance to the City upon execution of this Agreement.
6. Indemnification. To the fullest extent permitted by law, Contractor agrees to (i) indemnify and hold the City and its officers, employees, agents, representatives, and elected officials harmless against any claims, demands, causes of action, suits, judgments, costs, expenses or liabilities, and death or injuries to persons and/or for loss of or damage to property arising out of or arising out of the use of the Property by Contractor and its officers, agents, subcontractors, employees or invitees, including but not limited to, attorney's fees and court costs and (ii) protect, defend, indemnify, and hold harmless the City and its officers, employees, agents, representatives, and elected officials from and against any and all expenses, damages, actions, claims, demands, judgments, lawsuits, attorney's fees, and liabilities (including but not limited to, attorney's fees and court costs) arising from or in any way connected with any negligent, grossly negligent, reckless or intentional misconduct, or other tortuous or wrongful act or omission, of the Contractor, its respective officers, agents, employees, representatives, sub-contractors, or invitees. Further, Contractor assumes all risk of damage to and loss by theft or otherwise of all property of Contractor on the Premises, and hereby expressly releases and discharges the City from liability related to the same. This provision will survive the expiration or termination of the Agreement.
7. Limitation of Liability. In no event shall the City incur any liability to the Contractor for special, incidental, or consequential damages related to the provision of the Services or to this Agreement.

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 dates set forth below.

[Signature page to follow.]

CITY OF IRONDALE, ALABAMA

BY: 

Printed Name: James D. Stewart, Jr.

Its: Mayor

Date: 1/6/2020

A.G. GASTON BOYS & GIRLS CLUB, INC.

BY: Andri M. McFadden

Printed Name: ANDRE MCFADDEN

Its CEO

Date: 1/6/2026