

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA

as follows:

Section 1. The attached Agreement between the City of Florence and the Burrell Normal – Burrell High – Burrell Slater School Alumni Association serves a public purpose and confers a direct benefit of a reasonably general character to a significant part of the public in the City of Florence, Alabama.

Section 2. The attached Agreement between the City of Florence and the Burrell Normal – Burrell High – Burrell Slater School Alumni Association is hereby approved, ratified, and confirmed.

BE IT FURTHER RESOLVED that the proper officials of the City are authorized to execute the said contract.

ADOPTED this the _____ day of _____, 2018.

CITY COUNCIL

APPROVED this _____ day of _____, 2018.

MAYOR

ADOPTED & APPROVED this _____ day of _____, 2018.

CITY CLERK

STATE OF ALABAMA

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COUNTY OF LAUDERDALE

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C O N T R A C T

THIS AGREEMENT, entered into by and between the CITY OF FLORENCE, a municipal corporation, hereinafter called "City," and BURRELL NORMAL – BURRELL HIGH – BURRELL SLATER SCHOOL ALUMNI ASSOCIATION, (hereinafter referred to as "BURRELL SLATER ALUMNI"), witnesseth;

WHEREAS, it is in the interest of the City to establish a nutrition program for those who cannot provide for themselves; and

WHEREAS, it is also in the interest of the City to build good citizens through everyday leadership and guidance in behavior and attitude and to make an important difference in the lives of youths whose future is threatened by poverty, neglect or abuse; and

WHEREAS, BURRELL SLATER ALUMNI is a sponsor of community activities and is committed to the Mayor's special programs during the academic year in West Florence and this provides opportunities for senior citizens and young people of all nationalities, races and creeds to join together in wholesome educational, recreational and citizenship activities; and

WHEREAS, the City pursuant to Code of Alabama 1975, Section 38-2-9 has the authority to make provisions for the poor and needy of the City, and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of \$10,000.00, BURRELL SLATER ALUMNI contracts with the City to provide for the delivery of a noon time well-balanced meal from the Community Action Agency five days a week for homebound elderly, sick persons and the handicapped located in the West Florence area and to gain the attention of low to moderately income at risk children and encourage them to stay in school and to encourage those students who may have dropped out to return to school and complete a course of study or prepare for a GED; to work cooperatively with the Florence Police Department in crime prevention and gang suppression and other Community activities at the Burrell Office Museum.

The term of the contract will be for a period of one (1) year commencing October 1, 2018, and terminating on September 30, 2019.

BURRELL SLATER ALUMNI shall provide to the City of Florence a quarterly financial report within fifteen (15) days of the end of each quarter. Such report shall describe the financial condition of the organization, how Florence citizens were served, and how funds paid pursuant to the contract were spent. These reports should be submitted to the City Treasurer, P.O. Box 98, Florence, AL 35631-0098. Failure to provide these reports could result in the loss of future contracts. The City or its

authorized representative shall be allowed to inspect financial records and service records of BURRELL SLATER ALUMNI upon request of the City.

It is understood and agreed that the City has no supervisory control over the operation of BURRELL SLATER ALUMNI, and that BURRELL SLATER ALUMNI shall hold the City harmless from any claims that might arise for any reason from the operation of BURRELL SLATER ALUMNI.

The City shall be able to cancel this contract upon a thirty (30) day written notice to BURRELL SLATER ALUMNI.

It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

IN WITNESS WHEREOF, the City of Florence has caused its name to be affixed hereunto, by its duly authorized officer, and the President/Vice President of BURRELL SLATER ALUMNI has also set his/her hand hereunto this the ____ day of _____, 2018.

CITY OF FLORENCE, ALABAMA

a municipal corporation

By: _____

Its Mayor

ATTEST:

CITY CLERK

**BURRELL NORMAL – BURRELL HIGH –
BURRELL SLATER ALUMNI ASSOCIATION**

By: _____

Its President/Vice President

ATTEST:
