

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 Community Action Agency of Northwest Alabama, Inc., 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 Community Action Agency of Northwest Alabama, Inc., 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 the COMMUNITY ACTION AGENCY OF NORTHWEST ALABAMA, INC., a non-profit corporation, hereinafter called "COMMUNITY ACTION" witnesseth;

WHEREAS, COMMUNITY ACTION is a non-profit corporation formed for the purpose of, among other things, planning, developing, and administering programs designed to help to eliminate the paradox of poverty in the midst of plenty; and

WHEREAS, it is in the interest of the City to build good citizens by providing the low-income segment of our society the opportunity to receive an education, participate in training programs, and the opportunity to work, so as to be able to live in decency and with dignity; 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 \$6,000.00, COMMUNITY ACTION contracts with the City to provide a support system for low-income persons, with the mandatory goal directed toward self sufficiency.

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

COMMUNITY ACTION shall provide to the City of Florence the latest annual financial report prepared for your organization. Your 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 COMMUNITY ACTION upon request of the City.

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

The City shall be able to cancel this contract upon a thirty (30) day written notice to COMMUNITY ACTION.

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 Executive Director of COMMUNITY ACTION 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

**COMMUNITY ACTION AGENCY OF
NORTHWEST ALABAMA, INC.**

By: _____
Its Executive Director

ATTEST: