

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 Downtown Florence Alliance, 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 Downtown Florence Alliance, 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 §
 §
LAUDERDALE COUNTY §

SERVICES AGREEMENT

This agreement made this _____ day of _____, 2018, by and between the **CITY OF FLORENCE, ALABAMA**, a municipal corporation (hereinafter referred to as "City"), and **DOWNTOWN FLORENCE ALLIANCE, INC.**, a non-profit Alabama corporation (hereinafter referred to as "Alliance");

WITNESSETH THAT:

WHEREAS, the City of Florence has elected to establish a Downtown Revitalization Program through the auspices of Alliance, the purpose of said program being to revitalize the **Historic Downtown Area** of the City of Florence, thereby assisting the recruitment, expansion or retention of jobs and/or revenue producing businesses; and

WHEREAS, the City has determined that it is in the public interest to enter into this Services Agreement with Alliance; and that such services are necessary or appropriate to assist the City in operating a more efficient and effective economic development program in conformity with the objectives of Alliance for Downtown Revitalization; and

WHEREAS, the City and Alliance are desirous of entering into this Agreement and thereby creating a legally binding commitment,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

- I. City payments to Alliance:
 1. The City agrees to pay a total compensation to Alliance of \$60,000.00.
- II. Alliance will provide the following services:
 1. Preservation of historic sites and structures in the downtown area.
 2. Promotion of the Alliance downtown revitalization program and marketing of the downtown area to business prospects.
 3. Develop long term goals and short terms objectives related to the appearance of the central business district.
 4. Maintain a Board of Directors and permanent committees such as promotions, design, economic restructuring, administration, appropriate subcommittees and liaison with other organizations.
 5. Identify initiatives that will meet those needs.
 6. Develop an inventory of the building and lot ownership of every location in the Alliance area.
 7. Develop an inventory of the businesses, organizations, or firms occupying every building in the Alliance area.

8. Improve the cleanliness of the Alliance area by providing for removal of litter, sweeping/washing sidewalks, washing store windows, and upgrading the appearance of empty store windows and second story windows.
 9. Develop a plan for recruiting new enterprises for the Alliance area.
 10. Develop a Alliance Promotional Calendar for the current year.
 11. Develop a marketing plan for the Alliance area.
 12. Provide for increased entertainment and opportunities for family activities in the Alliance area.
 13. Cooperate with City government to effect changes needed to attract new enterprises.
 14. Conduct monthly meetings to acquaint the community with the activities of and the plans for the Alliance area.
 15. Establish contacts and coordinate activities with other community organizations.
 16. Explore methods of financing Alliance activities and establish a budget.
 17. Promote complimentary advertising so that the entire panoply of businesses in the Alliance area benefits.
- III. It is understood and agreed between the parties that none of the money furnished by the City will be used for promotional purposes.
- IV. Alliance agrees to provide such periodic reports regarding the status of the completion of the scope of services, the receipt and disbursement of funds or other matters relating to the implementation of the project described here and above as may be required by the City.
- V. Alliance also agrees to keep and maintain such books, records and other documents necessary to correctly reflect financial transactions made by Alliance and to allow the City of Florence or its designated representative to inspect such books at reasonable times and places during working hours.
- VI. Alliance 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 Alliance upon request of the City.

- VII. This agreement constitutes the entire agreement between parties and includes all promises and representations, expressed or implied, made by the City and by the Board. No stipulations, agreements or understandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties or modifications to this Agreement shall be valid between the parties unless provided for through written amendment hereto.

THE CITY OF FLORENCE, ALABAMA
a municipal corporation

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

DOWNTOWN FLORENCE ALLIANCE, INC.
a non-profit corporation

By: _____
Its **CHAIRMAN**

ATTEST:

Its **Secretary**