

**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 ARC of the Shoals, 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 ARC of the Shoals, 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**           §  
  §  
**COUNTY OF LAUDERDALE**   §

**CONTRACT**

**THIS AGREEMENT**, entered into by and between the CITY OF FLORENCE, a municipal corporation, hereinafter called "City," and the ARC OF THE SHOALS, INC., a non-profit corporation, hereinafter called "ARC" witnesseth;

**WHEREAS**, ARC is a non-profit corporation formed for the purpose of, among other things, the planning and taking of steps leading to comprehensive state and community action to combat all forms of mental retardation and other developmental disabilities; and

**WHEREAS**, it is in the interest of the City to develop public awareness of the said disabilities and the need for combating them; 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 \$11,200.00, ARC contracts with the City to provide a comprehensive program of community based developmental disability services.

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

ARC 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 ARC upon request of the City.

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

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

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 ARC 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

**ARC OF THE SHOALS, INC.**

By: \_\_\_\_\_  
Its Executive Director

**ATTEST:**

\_\_\_\_\_