

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 Caring Place, 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 Caring Place, 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 §

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 CARING PLACE, Inc., a non-profit corporation, hereinafter called "CARING" witnesseth;

WHEREAS, Caring is a non-profit corporation formed for the purpose of, among other things, to have a safe and secure day care center for those impaired by Alzheimer's and other dementias and for those who are frail and/or functionally impaired; and

WHEREAS, it is in the interest of the City to develop public awareness of the said need in the Shoals community; 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 \$5,000.00, Caring contracts with the City to provide a comprehensive program of community based adult day service.

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

Caring 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 Caring upon request of the City.

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

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

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 Caring 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

CARING PLACE

By: _____
Its Executive Director

ATTEST:
