

Resolution 2021-R-10


BE IT RESOLVED by the City Council of the City of Irondale that the City authorizes the Mayor to hire Emma Tolbert as his appointee according to the Personnel Board of Jefferson County in the amount of \$ 24,000.00.

ADOPTED & APPROVED: This 3rd day of February, 2021




David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor


ATTESTED:



Frank Pennington, Acting City Clerk

CERTIFICATION

I, Frank Pennington, the Acting City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 3rd day of February, 2021, as the same appears in the minutes of record of said meeting.



Frank Pennington, Acting City Clerk

CITY OF IRONDALE

GENERAL CONTRACT FOR PROFESSIONAL SERVICES

This contract for professional services is made effective as of the fourth day of February, 2021, by and between the CITY OF IRONDALE (hereinafter referred to as the "City") and EMMA TOLBERT, dba FAIRVIEW STRATEGIES, LLC (hereinafter referred to as "Tolbert").

1. **Description of Services.** Pursuant to this contract, Tolbert will provide the following services to the Mayor:

- Develop and execute a citizen engagement plan to include videography, social media outreach, telecommunications, events, and other correspondence with citizens.
- Provide oversight of special projects and event planning services for the Mayor.
- Serve as liaison to contractual service providers of the City, as directed by the Mayor.
- Provide staff training and development as directed by the Mayor.
- Provide project oversight as directed by the Mayor.
- Develop operational policies and procedures for review by the Mayor.
- Perform other professional or administrative duties as assigned by Mayor.
- Provide written monthly reports to the Mayor regarding all activities and work performed pursuant to this contract during the prior month.

Tolbert shall answer to the Mayor and shall be under the authority and oversight of the Mayor.

2. **Payment for Services.** In exchange for the services provided by Tolbert, the City will pay Tolbert \$ 24,000.00 per year, paid monthly at \$ 2,000.00, payable on the 16th of each month. Payment is inclusive of all expenses associated with services described above including printing, supplies, software, and more. No reimbursement for expenses shall be provided.

3. **Term.** The term of this contract shall begin on February 4, 2020 and end on October 31,2024.

4. **Independent Contractor.** The City and Tolbert agree that Tolbert will act as an independent contractor and will have control of all work and the manner in which it is

performed. Tolbert is not an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus, or other benefits the City provides for its employees.

5. **Confidentiality.** Tolbert will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Tolbert, or divulge, disclose, or communicate in any manner, any information that is proprietary. This provision will continue to be effective after the termination of this contract.
6. **Warranty.** Tolbert shall provide her services and meet her obligations under this contract in a timely manner, using knowledge and recommendations for performing her services which meet generally acceptable standards in Tolbert's field.
7. **Termination.** This contract may be terminated by either party at any time, upon 30 days written notice to the other party. Tolbert shall be paid for all services rendered prior to the termination date.
8. **Entire Agreement.** This contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this contract. This contract supersedes any prior written or oral agreements between the parties.
9. **Severability.** If any provision of this contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
10. **Amendment.** This contract may only be modified or amended in writing, signed by both parties.
11. **Governing Law.** This contract shall be construed in accordance with the laws of the State of Alabama.
12. **Assignment.** Neither party may assign or transfer this contract without prior written consent of the non-assigning party.

CITY OF IRONDALE, ALABAMA

EMMA TOLBERT, dba Fairview
Strategies, LLC

James D. Stewart, Jr.
Mayor

ATTEST:

City Clerk