

Resolution 2023-R-27

***A Resolution Authorizing Execution of a Contract with Pastor Michael D. McClure, Sr.
to be the Chaplain for the City of Irondale***

BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr. is authorized to execute a contract with Pastor Michael D. McClure, Sr. in substantially the form attached hereto as Exhibit A for the performance of services as a Chaplain to the City of Irondale.

ADOPTED & APPROVED: This 7th day of March, 2023.

John London, President Pro Tem

APPROVED:

James D. Stewart, Jr., Mayor

ATTESTED:

Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, 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 March 7, 2023, as same appears in the minutes of record of said meeting.

Leigh Ann Allison, City Clerk

Exhibit A

CITY OF IRONDALE

GENERAL CONTRACT FOR PROFESSIONAL SERVICES

This contract for professional services is made effective as of the _____ day of March, 2023, by and between the CITY OF IRONDALE, ALABAMA (hereinafter referred to as the “City”) and PASTOR MICHAEL D. MCCLURE, SR. (hereinafter referred to as “Pastor”).

1. **Description of Services.** Pursuant to this contract, Pastor will provide the services listed on Exhibit 1 to the City.
2. **Payment for Services.** In exchange for the services provided by Pastor, the City will pay Pastor \$ 27,000.00 per year, paid monthly at \$ 2,250.00, payable by the 16th of each month. No reimbursement for expenses shall be provided.
3. **Term.** The term of this contract shall begin on April 1, 2023 and end on March 31, 2024 (“Term”). This contract will automatically renew for successive one (1) year periods unless terminated by either party hereto at least thirty (30) days in advance of the end of the Term.
4. **Independent Contractor.** The City and Pastor agree that Pastor will act as an independent contractor and will have control of all work and the manner in which it is performed. Pastor 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.** Pastor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Pastor, 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.** Pastor shall provide his services and meet his obligations under this contract in a timely manner, using knowledge and recommendations for performing his services which meet generally acceptable standards in Pastor’s field.
7. **Termination.** This contract may be terminated by either party at any time, upon 30 days written notice to the other party. Pastor 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

PASTOR

James D. Stewart, Jr.
Mayor

Michael D. McClure, Sr.

EXHIBIT 1

1. Provides pastoral and counseling services to employees on personal, professional, and spiritual issues in one-on-one or group sessions, following pastoral guidelines.
2. Offers advice to employees to assist them in working through personal or spiritual issues (fear, depression, etc.).
3. Conducts assessments on individuals based on pastoral care guidelines to determine services needed by employees.
4. Refers employees to social and public services/agencies to promote overall well-being.
5. Enhances personal and professional growth and development and completes administrative duties to optimize the level of care provided by Chaplaincy.