

Resolution 2024-R-10

A Resolution authorizing the City of Irondale to enter into a Professional Services Agreement with Witt O'Brien's, LLC

THEREFORE BE IT RESOLVED that Mayor James D. Stewart, Jr., or his designee, is authorized to execute a professional services agreement with Witt O'Brien's, LLC in substantially the form attached hereto as **Exhibit 1** for services involving locating and applying for both local and national grants for the City in an amount not to exceed One Hundred Twenty-Five Thousand Dollars and 00/100 Dollars (\$125,000.00), as well as any other documents necessary to accomplish such agreement.

ADOPTED AND APPROVED: This 23rd day of January, 2024.



David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify 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 January 23, 2024, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

Exhibit 1

AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") effective as of the date of execution by the last party hereto ("**Effective Date**") is entered into by and between:

CITY OF IRONDALE, ALABAMA ("Client" or "City"), an Alabama municipal corporation, having an office at 101 20th Street South, Irondale, AL 35210; and,

Witt O'Brien's, LLC ("Consultant"), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA.

For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client;

WHEREAS, Client desires to utilize Consultant's services as provided for herein; and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Recitals. The above-referenced recitals are true and correct and are incorporated herein.

2. Scope of Work. Consultant shall provide Client with ongoing grant research and writing services in line with the descriptions set forth in Scope of Work attached hereto and incorporated herein as Appendix A ("Services"). Additional services to be performed by Consultant under this Agreement shall be requested by the Client either through the issuance of a Notice to Proceed via email to be mutually agreed in writing by the Parties (the "NTP") or a task order executed by both Parties (the "Task Order"). All NTPs and Task Orders are incorporated herein by reference.

3. Period of Performance. The initial period of this Agreement shall be for one (1) year from the Effective Date, unless earlier terminated in accordance with this Agreement (the "Term"). Thereafter, this Agreement shall automatically renew on its expiration date for one (1) year successive periods until terminated by either party in accordance with this Agreement.

4. Fees. In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix B, which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement.

5. Consultant's Responsibilities.

(a) Standard of Care. Consultant shall timely perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

6. Client's Responsibilities. Client shall make timely payments in accordance with the terms and conditions of this Agreement. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be agreed to by Consultant and City in advance. To the extent Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate as determined by Client for the efficient performance of the Services ("Information"). Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

7. Commencement and Completion of the Services. The Services shall commence and shall be completed on the respective performance dates specified in this Agreement, the applicable Task

Order or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

8. Confidential Information. Proprietary or confidential information ("Confidential Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. When concurrent written identification of Confidential Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Confidential Information shall not be disclosed to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order. Each Party shall return all Confidential Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section 8.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables, when applicable shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law. Where applicable law requires immediate disclosure of the Deliverables by the Consultant, Consultant shall make its best efforts to give prior notice to Client. At Client's request and expense, Consultant will assist the Client in making such disclosures as may be required by law.

Notwithstanding anything to the contrary, it is understood and acknowledged that in its normal course of business Consultant and/or its third parties may use materials, products, methodologies, and the like which may be confidential, trade secret, or proprietary to Consultant and/or its third parties, and all rights to such information, including intellectual property rights, shall be and remain the property of Consultant and/or its third party regardless of when such information is or was developed; and Client shall have no nor shall it obtain any right thereto.

10. LIABILITY AND INDEMNIFICATION

10.1 CONSULTANT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CONSULTANT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CONSULTANT WHETHER OWNED OR LEASED BY CONSULTANT; AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CONSULTANT;

(c) ANY LOSS, ACCIDENT, OR INJURY TO A THIRD PARTY;

ARISING FROM OR RELATING TO CONSULTANT'S PERFORMANCE OF THE AGREEMENT. THIS PROVISION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10.2 OMITTED.

10.3 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. EXCEPT FOR INDEMNITY OBLIGATIONS AND CLAIMS ARISING FROM BREACH OF CONFIDENTIALITY, EACH PARTY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN

CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

10.4 APPLICATION OF INDEMNITIES AND LIMITATIONS OF LIABILITY. ALL INDEMNITIES AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, PASSIVE OR GROSS), BREACH OF DUTY (WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE) OR OTHER FAULT OR STRICT LIABILITY OF ANY PARTY (INCLUDING ANY INDEMNIFIED PARTY), AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT LAW.

11. Acceptance. Client shall have ten (10) business days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

12. Payment Terms. Invoices will be submitted to: **CITY OF IRONDALE, ALABAMA at 101 20TH Street South, Irondale, AL 35210** and may be submitted every thirty (30) days, and payment is due net thirty (30) days after receipt of such invoice. Invoices for out of pocket expenses may be submitted every thirty (30) days and payment is due net thirty (30) days after receipt of the invoice. Timely payment is a material part of the consideration for the performance of the Services. Invoices are considered accepted by Client upon receipt of payment therefor. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

13. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

14. Health & Safety. Client shall notify Consultant of any known hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

15. Conflict of Interest. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

16. Force Majeure. Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases.

17. Notice. All notices, request, demands, and other communications required to be given by either Party shall be in writing and shall be deemed to have been given when personally delivered, sent by email with delivery confirmation, sent by registered or certified mail, return receipt requested, postage prepaid, or by private overnight mail service (e.g., Federal Express) to the Parties at the address set forth as follows:

<p>CITY OF IRONDALE</p>	<p>Witt O'Brien's, LLC</p>
<p>Attention: Mayor James D. Stewart, Jr. City of Irondale 101 20th Street South Irondale, AL 35210</p>	<p>Attention: Director of Contracts & Compliance 818 Town & Country Blvd., Suite 200 Houston, Texas 77024 USA Phone: +1 (281) 320-9796 Alternate Phone: +1 281-606-4721 contractrequests@wittobriens.com with a copy to cjoiner@wittobriens.com</p>
<p>With a copy to: Wallace, Jordan, Ratliff & Brandt, LLC Attention: April B. Danielson, Esq. 800 Shades Creek Parkway, Suite 400 Birmingham, Alabama 35209 Email: adanielson@wallacejordan.com</p>	

or to such other address as either Party may hereafter give notice of in accordance with the provisions hereof.

19. Changes to the Services. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement of the Parties to such change and the cost therefor, Consultant shall perform the change. and an equitable adjustment shall be made to the price and/or time schedule as agreed upon.

20. Third Party Litigation. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) is commenced by a third party, involving the Services performed by Consultant, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

21. Consultant's Personnel. At any time during the Term, Client may, in its sole and reasonable discretion, ask Consultant to replace particular employees, contractors, agents or other personnel performing Services on Consultant's behalf (collectively, "Personnel"). Upon receipt of such notification, Consultant shall immediately terminate such Personnel's performance of the Services and submit to Client, for Client's consent, which consent shall not be unreasonably withheld, the name and credentials of each individual whom Consultant suggests as a replacement for the individual so terminated. Upon receipt of notification from Client of the acceptability of such proposed replacement, Consultant shall cause such replacement immediately to commence the performance of the Services, or the applicable portion thereof.

22. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from i) claims made by the Consultant's employees that they are co-employed by Client, ii) Consultant's failure to pay wages to its employees, and iii) Consultants' failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

23. Non-Solicitation of Employees. Neither Party shall solicit for employment or hire the employees of the other party with the knowledge that such employee was involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

24. Non-waiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

25. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

26. Assignment/Subcontracts. Neither Party may assign this Agreement without the written consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets, or to a parent, subsidiary, or affiliate without Client's consent.

27. Drafting party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

28. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the substantive laws of the State of Alabama, without reference to its rules relating to choice of law to the contrary. Mandatory and exclusive venue for any dispute regarding this Agreement shall only be appropriate in Jefferson County, Alabama, Birmingham Division. The Parties hereby consent to the exclusive and personal jurisdiction of the courts in and for the State of Alabama in the event of litigation pertaining to this Agreement. .

29. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

30. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

31. No Agency. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

32. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Scope of Work (Appendix A)
3. The Rate Schedule (Appendix B)
4. Task Orders (Appendix D) (if applicable)
5. Other Contract Documents.

33. Use of Logo. For the Term of this Agreement, Client hereby authorizes Consultant to use its name, logo and/or trademark without further notice to Client in connection with certain promotional materials that Consultant may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tape, internet website, press releases, and advertising in periodicals. Nothing herein obligates Consultant to use a Client's logo and/or trademark, in any promotional materials of Consultant. Consultant shall include a trademark attribution notice giving notice of the Client's ownership of its trademarks in the marketing materials in which Client's name and logo appear.

34. Termination. This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with at least thirty (30) days written notice of such termination. If either Party fails to perform any of its duties or obligation or shall violate any of the

prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach.

In the event of a termination, Client shall pay all fees due and reasonable expenses incurred for Services rendered through the date of termination.

35. Entire Agreement. Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

36. Immigration Law Compliance. By signing this Agreement, Consultant affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of the Agreement and shall be responsible for all resulting damages.

37. Insurance. Consultant shall be responsible for obtaining insurance at its expense during the term of this Agreement in the amounts and types as required by this section. Client shall be listed as an additional insured on all such policies.

Commercial General Liability - \$1,000,000 each occurrence; \$2,000,000 aggregate

Commercial Automobile Liability - CSL \$1,000,000 (including owned, non-owned & hired) each occurrence

Workers' Compensation - Statutory

Employer's Liability - \$1,000,000 minimum each accident, \$1,000,000 disease - each employee, \$1,000,000 disease - policy limit



Umbrella/Excess - \$3,000,000 over General Liability, Automobile Liability, Professional Liability and Employer's Liability coverage of Worker's Compensation.

Any combination of primary and umbrella/excess coverage is acceptable as long as it satisfies the combined minimum coverage limits of each line. Nothing contained in these insurance requirements is to be construed as limiting the Consultant's responsibility for any and all damages resulting from operations under this Agreement. Each of the insurance coverages required herein shall be issued by an insurer licensed by the Insurance Commissioner to transact the business of insurance in the state of Alabama for the applicable line of insurance, and such insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) must have a Best Policyholders Rating of "A-" or better and financial size rating of Class VII or larger.

Within thirty (30) days of execution of this Agreement, Consultant shall furnish to the Client a certificate(s) of all of the insurance required herein. Upon renewal thereof, Consultant shall provide the Client with a certificate(s) of renewal no later than thirty (30) days prior to the expiration of any such policy. Such insurance certificates held by Consultant shall provide that that Client is an additional insured as required by written contract and that no cancellation or non-renewal of such policies can take effect without thirty (30) days' prior written notice by certified mail to the Client.

//SIGNATURE PAGE FOLLOWS//

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed by their duly authorized signatories set forth below.

City of Irondale, Alabama	Witt O'Brien's, LLC
Signature: 	Signature: 
Name: James D. Stewart, Jr.	Name: Cheryl Joiner
Title: Mayor	Title: Director Contracts & Compliance
Date: <i>1/25/2024</i>	Date: 1/11/2024

APPENDIX A SCOPE OF WORK

Consultant shall provide the following services as directed by the Client subject and pursuant to the terms and conditions of the Agreement:

End to End Federal and State Grants Management

Work with the Client to engage in meaningful work to support identification of, securing, administration of, and compliance with Federal and / or State Awards for the Client.

Organization and Coordination

Develop a clear understanding of current programs and associated stakeholders and support centralized and localized coordination amongst designated leadership and agencies/departments. Define roles, responsibilities, and goals for each program and monitor progress.

Grants Management

Support strategic planning, development, and implementation of federally or state funded grants and assistance programs through grants management best practices and subject matter expertise, including oversight of regulatory compliance requirements and mandated quarterly reporting schedules using official reporting systems.

Data Management

Support comprehensive data collection and management practices, including development of streamlined templates, tools, and reporting systems to support centralized and localized/program-specific data management and reporting practices, prevent data reporting issues, and enable process improvements.

Financial and Budget Management

Support Client in budget development and provide quality assurance and quality control. Activities include the creation of a streamlined 'budget summary' template to capture total proposed budget, expected annual expenditures, local cost-share requirements (if any), and other important data elements required by financial staff for system entry and/or cost center creation.

Contract Management and Oversight

Oversee assigned program vendors to ensure quality of performance and adherence to specified terms and conditions.

Staff Augmentation

Provide Client with auxiliary staffing support to augment existing services and skillsets, as determined by approved role and rate schedule.

After-Action and Performance Reviews

Examine past and ongoing program delivery and response management programs to identify and recommend targeted best practices and lessons learned. Activities include project task list development, timelines, and monitoring of corrective actions to ensure accountability, effective implementation, and continuous improvement.

APPENDIX B COMPENSATION/RATES

Professional Services	Rate/Hr
Management Consultant V	225
Management Consultant IV	175
Management Consultant III	150
Management Consultant II	120
Management Consultant I	95

Task orders will outline the payment terms, time, and materials or fee for service based on the needs of client, and the defined scope of services.

The total amount of the contract shall not exceed: \$125,000.00

In addition to the hourly rates, Consultant shall be reimbursed for reasonable out of pocket expenses incurred in connection with performance of this Agreement. Reasonable travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at Consultant's reasonable cost, without mark-up. Per diem shall be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS standard business mileage rate.

TASK ORDER NO. 1

This Task Order No. 1, Statement of Work for **CITY OF IRONDALE, ALABAMA** ("Task Order"), effective as of the date of the last party to execute this Task Order ("Effective Date"), is between **CITY OF IRONDALE, ALABAMA** ("Client") and **Witt O'Brien's, LLC** ("Consultant").

WHEREAS, this Task Order is in support of the Professional Service Agreement ("Agreement") between that parties hereto and attached herein as an exhibit.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and Consultant hereby agree as follows:

Parties mutually agree to add the following specific scope:

Task 1: **Perform a Grant's Needs Assessment on all departments.**
 Expected Timeline: Q1 of 2024
 Firm Fixed Price \$ 5,000

Client will:

- Schedule 30-minute sessions with all departments within the City.

Consultant will:

- Consultant will spend 30 minutes with each department.
- Client and Consultant will discuss goals of each department, potential funding opportunities, and opportunities where grant funding may be available.
- The Consultant will deliver Grant Research Analysis; by department, by opportunity, list of grants available that the Client may choose to pursue.

Note: Any additional work regarding research of potential awards, deep diving into determining if an award is a good fit for the client will be performed by request of the Client, under Task 3 or 4.

Task 2: **Perform a grants readiness assessment with delivery of a formal report on areas that need additional attention.**
 Expected Timeline for Delivery: Q2 2024
 Fixed Price: \$7,000

Client will:

- Support Consultant in receiving timely replies and focus of City staff to properly conduct assessments.
- The Consultant will alert client if there are departments within the City who are non-responsive. Consultant will make 3 attempts to receive responses for requests. If no response is received, the contractor will continue and finalize the assessment without the response.

Consultant will:

- The Consultant will work directly with appropriate departments to conduct a grant readiness assessment.

- These assessments may be in the form of phone interviews, on-site interviews or surveys sent via email to the client.
- The Consultant will deliver a formal written report to the Client assessing the following areas of the grant’s life cycle;
 - Program Design
 - Fiscal Compliance
 - Procurement Compliance
 - Contracting Compliance
 - Risk Mitigation
 - Data Collection
 - Grant Award Policies
 - Reporting
 - Subaward Management
 - Federal Priorities and Initiatives

Task 3: Provide grant research and pursuance support to the Client and write Grants at the request of the Client.

- Research potential opportunities to determine if they align with goals and priorities of the Client
T&M: Ongoing/As Needed

Task 4: Capacity Building: supporting the Client providing technical assistance and best practice recommendations for all aspects of the grant’s life cycle

- Based on the results of the grants readiness assessment, Consultant will support capacity building at the direction of the Mayor and Team.
- Supporting the City staff with training and technical assistance for grant award management.

Task 1	Firm Fixed Fee: Grants Needs Assessment	\$5,000
Task 2	Firm Fixed Fee: Grants Readiness Assessment	\$7,000
Task 3	Time and Materials: Grants Research, Writing and Pursuance, Capacity Building and Technical Assistance	\$113,000
Task 4		
		Total NTE: \$125,000

All travel will be reasonable and will be billed at the GSA standard per diem rates, mileage will be billed at the IRS standard business rate as time and materials. Travel costs are not included in Tasks 1 and 2.

1. Parties mutually agree to the following performance period:

Effective Date - September 30th, 2025.

Task 1: Delivery on or before March 31st, 2024.

Task 2: Delivery on or before June 30th, 2024

Task 3: On-going, upon request

Task 4: On-going, upon request

2. Parties mutually agree that the above outlined scope will be provided on the following:

Task 1: Firm Fixed Fee Billed March 2024, or upon full delivery.

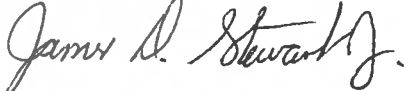

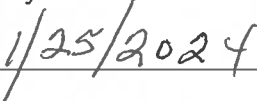
Task 2: Firm Fixed Fee Billed June 2024, or upon full delivery.

Task 3: Time and Materials

Task 4: Time and Materials

3. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task Order to be effective as of the Effective Date.

City of Irondale, Alabama	Witt O'Brien's, LLC
Signature: 	Signature: 
Name: James D. Stewart, Jr.	Name: Cheryl Joiner
Title: Mayor	Title: Director Contracts & Compliance
Date: 	Date: 1/11/2024