

**RESOLUTION 2024-R-49**

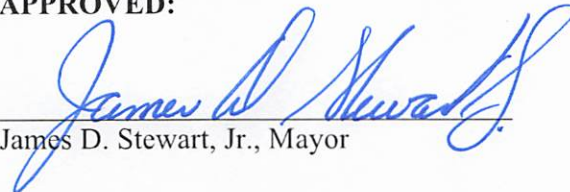
***Authorizes the execution of a Memorandum of Understanding with KultureCity for Sensory Inclusive Training for the Irondale Police Department***

**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., or his designee, is hereby authorized to execute a Memorandum of Understanding with KultureCity (in substantially the form attached as Exhibit 1) for sensory inclusive training for the Irondale Police Department as required by Alabama Code §36-21-51.1.

**ADOPTED & APPROVED:** This the 17th day of April, 2024.

  
\_\_\_\_\_  
David Spivey, City Council President

**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 April 17, 2024, as same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**Exhibit 1**

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the “**Agreement**”) is entered into as of the date of execution by the last party hereto (the “**Effective Date**”), by and between KultureCity, a domestic non-profit corporation, (hereinafter referred to as “**KultureCity**”), and the City of Irondale, Alabama, an Alabama municipal corporation, (hereinafter referred to as “**Organization**”) (KultureCity and Organization may each be referred to herein as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, the mission of KultureCity’s sensory inclusive movement is to create sensory inclusive spaces that provide universal accessibility for any person with sensory issues, to include individuals with autism, post-traumatic stress disorder, Parkinson’s, obsessive compulsive disorder, attention deficit hyperactivity disorder and others; and

WHEREAS, KultureCity® creates a sensory inclusive organization which, unlike sensory friendly events, does not limit a user’s accessibility to a certain time or location.

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, KultureCity and Organization agree as follows:

## **I. TERM AND TERMINATION**

The initial period of this Agreement shall be three (3) years from the Effective Date, unless earlier terminated in accordance with this Agreement (“Term”). Thereafter, this Agreement shall automatically renew for a three (3) year period unless terminated by either Party in accordance with this Agreement.

The Parties agree that this Agreement may be terminated at any time by either Party hereto for any reason by providing thirty (30) days written notice to the other as set forth in Section VII.

## **II. RESPONSIBILITIES OF THE PARTIES**

1. KultureCity shall provide:
  - a. Online training, testing and certification staff;
  - b. Yearly online recertification training;
  - c. Access to administration portal;
  - d. Ship sensory bags to Organization upon (i) 50% of the Irondale Police Department employees completing training and (ii) KultureCity receiving payment for the sensory bags from the Alabama Police Officers’ Standards and Training Commission;
  - e. KultureCity® mobile app and website integration;
  - f. Assistance with website content for launch and “social story”; and

- g. Organization will be designated as Sensory Inclusive™ upon proof of 50% of the Irondale Police Department employees completing training and completion of approved social story.

2. Organization will:

- a. Train 50% of the Irondale Police Department employees every other year; and
- b. Send social story pictures to build onto the KultureCity app.

### **III. COST**

The cost of the training shall be \$1000 per year and shall be paid for by KultureCity. The cost of the sensory bags shall be \$30 per bag + \$3 per bag packing fee to be paid by the Cade Noah Act, Alabama Code §36-21-51.1.

### **IV. INTELLECTUAL PROPERTY**

KultureCity® is the sole owner of registered trademarks and copyrighted training materials which remain the sole property of KultureCity®. During the term of this Agreement, Organization agrees to use such intellectual property only as approved by KultureCity® and agrees to remove or return all KultureCity® branded advertising or training items immediately upon termination of the Agreement. Organization may not use any KultureCity® signage, branding, training materials, sensory bags or KultureCity® intellectual property following termination, for any reason, of this Agreement.

### **V. WARRANTIES AND REPRESENTATIONS OF KULTURECITY**

KultureCity hereby represents and warrants that all products to be provided hereunder will be (i) in conformity with the terms, conditions and other requirements provided for herein and for which such products should be used, (ii) in conformance with generally accepted industry practices, and (iii) in accordance with all applicable laws and regulations, including permits and permissions by any regulatory or quasi-regulatory agency. KultureCity further represents and warrants that all personnel providing training hereunder are properly licensed and qualified to perform such services pursuant to applicable ordinances, laws and regulations.

### **VI. INDEMNIFICATION**

KultureCity hereby agrees to defend, indemnify and hold the Organization and its officials, officers, affiliates, directors, employees, contractors, agents, and representatives harmless from any and all loss, costs, expenses (including reasonable attorneys' fees and associated expenses), claims, demands, liabilities, causes of action, judgments, and/or damages, arising out of or related in any way to (i) the authorized use of the products provided by KultureCity pursuant to this Agreement, (ii) any breach or alleged breach by KultureCity of any representation, warranty or obligation of KultureCity set forth herein, (iii) any of KultureCity's products, services, marketing or advertising, (iv) any acts or omissions of KultureCity and/or its employees, officers, agents, and representatives, and (v) any agreements or alleged agreements made and/or entered into by KultureCity to effectuate the terms of or in connection with this Agreement. The obligations of

KultureCity contained in this Section VI shall survive the termination or expiration of this Agreement.

## **VII. NOTICES**

All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to any party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to Organization:	City of Irondale, Alabama 101 20th Street South Irondale, Alabama 35210 Attn: Mayor James D. Stewart, Jr.
With a copy to:	Wallace, Jordan, Ratliff & Brandt 800 Shades Creek Parkway, Suite 400 Birmingham, Alabama 35209 Attn: April B. Danielson, Esq.
If to KultureCity:	KultureCity 732 Montgomery Highway Vestavia Hills, Alabama 35216 Attn: Executive Director

## **VIII. ENTIRE AGREEMENT**

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

## **IX. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same document.

## **X. GOVERNING LAW; VENUE; JURISDICTION**

This Agreement shall be governed by the laws of the State of Alabama without regard to its conflicts of laws principles. 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.

**XI. ASSIGNMENT**

No Party may assign its rights and duties under this Agreement at any time without the consent of the other Party.

**XII. SEVERABILITY**

In the event any provision or provisions of this Agreement are held to be invalid or unenforceable by any court of law or otherwise, the remaining provisions of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.

**XIII. IMMIGRATION LAW COMPLIANCE**

By signing this Agreement, KultureCity 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 Party found to be in violation of this provision shall be deemed to be in breach of the Agreement and shall be responsible for the resulting damages.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year set forth below.

**CITY OF IRONDALE, ALABAMA**

**KULTURECITY**

Name: James D. Stewart, Jr., Mayor

Signature: James D. Stewart

Date: 4/23/2024

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Total # of officers: \_\_\_\_\_

Total # of vehicles: \_\_\_\_\_