

Resolution 2025-R-175

***A Resolution authorizing the City of Irondale
to enter into an Agreement with IronBeach Gym
to provide health and fitness programs for City employees***

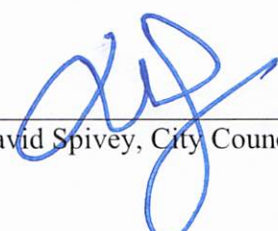
WHEREAS, the City Council finds that a health and fitness program can decrease health care costs to employees and the City, decrease the risk of injury on the job, improve workplace morale, reduce absenteeism and increase productivity and desires to provide a health and fitness program membership to its employees;

WHEREAS, IronBeach Gym, located in the City of Irondale, desires to partner with the City to offer a health and fitness program for City employees who would like to participate; and

WHEREAS, the City Council finds that partnering with IronBeach to offer a health a fitness program for City employees serves a public purpose by promoting the health and wellness of the employees of the City.

THEREFORE BE IT 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 an agreement with IronBeach Gym (in substantially the form attached hereto as Exhibit A) to provide health and fitness programs for City employees in an amount not to exceed Seventeen Hundred and 00/100 Dollars (\$1,700.00) per month and any other documents necessary to secure such program services.

ADOPTED AND APPROVED: This 16th day of September 2025.



David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

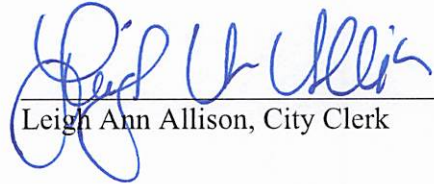
ATTESTED:



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 September 16, 2025, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

EXHIBIT A

IRONBEACH GYM CITY AGREEMENT

This agreement ("Agreement") is made and entered into by and between the City of Irondale, Alabama (the "City") and IronBeach Gym ("IronBeach") on October 1, 2025 ("Effective Date").

WHEREAS, IronBeach is located at 1729 Crestwood Boulevard, Irondale and is an established facility in the City of Irondale, Alabama with programs designed to serve every level of fitness from young athletes to Seniors and is staffed with National Certified Personal Trainers who are certified in CPR, licensed and insured with over 30 years of experience; and

WHEREAS, IronBeach desires to offer a health and fitness program for the City's employees.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 – TERM; RENEWAL; TERMINATION

This Agreement shall become effective on the Effective Date and remain in effect for one (1) year from its Effective Date (the "Term"), unless earlier terminated as provided herein. After the initial term, this Agreement shall automatically renew on a monthly basis according to the terms set forth herein, unless either party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the current term. Either party shall have the right to terminate this Agreement for any reason or no reason and without cause upon giving at least one (1) months' advance written notice to the other pursuant to Section 5.

SECTION 2 – IRONBEACH SERVICES

During the Term of this Agreement, IronBeach shall provide the following:

1. A membership to 50 employees of the City at the IronBeach facility. Such membership will include but is not limited to the following:
 - a. Full public access to the IronBeach Gym facility during all hours that IronBeach Gym is normally open, as offered to all members of IronBeach;
 - b. Complimentary or discounted access to fitness classes;
 - c. One personal training consultation, which includes assessment of overall fitness;
 - d. Participation in the Notebook Program of IronBeach Gym, which includes an individualized workout program based on the fitness

level of the member as well as on the demands of the job held by the member, when applicable;

- e. Periodic evaluations for the members, including tracking of weight, body fat percentage and fitness level; and
 - f. Access to the senior program offered by IronBeach Gym, including senior fitness classes.
- 2. After-hours access for City fire fighters and police officers.
 - 3. Health and fitness seminars for City employees, twice per year, as directed by the Mayor.
 - 4. Assistance with fitness activities in the Irondale community.

SECTION 3 – COMPENSATION; REPORT OF EMPLOYEE USAGE TO CITY

A. City agrees to pay IronBeach the sum of **\$1,700.00** per month for each month during the Term of this Agreement unless terminated earlier as provided in Section 1 above. The total monthly amount is comprised of \$1,500.00 (50 employees at \$30.00 each) and a \$200.00 utility fee for after-hours usage for City police/fire personnel as noted in Section 2 above. The City will make this monthly payment to IronBeach on or before the 15th of each month.

B. At the end of each month on or before the 5th day of the following month, IronBeach will provide the City Clerk with a list of the names of City employees who have utilized the gym during such monthly period.

SECTION 4 – INSURANCE

A. IronBeach will provide at its expense insurance coverage in the manner and amounts set forth below during the Term of this Agreement.

Commercial General Liability. Combined single limit of \$1,000,000 per occurrence and a general annual aggregate limit of \$2,000,000. All such insurance shall be on an “occurrence” basis.

B. The City shall be listed as an additional insured on all such policies. Any combination of primary and umbrella/excess coverage is acceptable as long as it satisfies the combined minimum coverage limits of each line. 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.

C. Upon execution of this Agreement, IronBeach shall furnish a certificate of the insurance required herein to the City. Upon renewal of any such policy(ies), IronBeach shall provide the City with a certificate(s) of renewal no later than thirty (30) days prior to the expiration of any such policy(ies). Such insurance provided by IronBeach shall provide that the City is listed as 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 mail to the City.

SECTION 5 – GENERAL PROVISIONS

- A. This Agreement is made upon the express condition that the City shall be free from all liabilities and claims for damages and/or suits for or by any reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of the City, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon IronBeach property or occasioned by the performance of this Agreement by IronBeach. IronBeach hereby covenants and agrees to indemnify and hold harmless the City, and its officers, employees and representatives from all claims, liabilities, charges, demands, costs, judgements, injuries and expenses, including, without limitation attorney's fees, court costs and expenses of litigation, and costs on account or by reason of any claims, liabilities, charges, demands, costs, judgements, injuries, suits or losses occurring as a result of the use by anyone of the IronBeach facility or otherwise as a result of the performance of this Agreement. The obligations of the parties contained in this Section 5A shall survive the termination or expiration of this Agreement.
- B. IronBeach, at its own expense, will obtain and maintain any licenses, permits or other governmental authorizations needed to perform its obligations under this Agreement, including but not limited to, the obtaining of a business license, the collection of sales taxes and the remission of the same to the proper authorities.
- C. IronBeach represents and warrants to the City that it will always maintain its facilities in safe and good working order condition during by the Term of this Agreement. IronBeach further agrees to comply with all provisions and requirements set forth in all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from injury or death.
- D. This Agreement expresses the entire understanding between the parties regarding the subject matters herein, and there are no promises or understandings concerning those matters other than those stated herein. This Agreement supersedes all prior representations, negotiations, communications or understandings, whether oral or written, between the parties regarding the subject matters of this Agreement. This Agreement may only be modified by written amendment executed by both parties.
- E. This Agreement does not create any partnership, joint venture, employment relationship or principal-agent relationship between the parties. Further, the City

has no control or authority with respect to the means and methods in which IronBeach performs the services set forth herein.

- F. The invalidity, illegality or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision herein. The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Alabama. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the Jefferson County Circuit Court, Birmingham Division. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.
- G. This Agreement is binding on the successors and assigns of IronBeach. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both the City and IronBeach.
- H. Each individual signing on behalf of a party hereto represents and warrants that he or she is authorized by such party to execute the Agreement on behalf of such party.
- I. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered either by (i) hand delivery, (ii) a recognized overnight courier who maintains verification of delivery (deemed to be received on a date delivered) or (iii) United States mail, registered or certified, postage prepaid, return receipt requested (deemed received three (3) days after such mailing) to each of the respective parties as follows:

If to the City: City of Irondale, Alabama
 Attn: James D. Stewart, Mayor
 City Hall
 101 20th Street South
 Irondale, Alabama 35210

If to IronBeach: IronBeach Gym
 Attn: Trudi Rollan
 1729 Crestwood Blvd
 Irondale, Alabama 35210

Either party may change its address at any time by written notice to the other party in the manner set forth above.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates set forth below.

CITY OF IRONDALE, ALABAMA

BY: _____

Printed Name: James D. Stewart, Jr.

Its: Mayor

Date: _____

James D. Stewart, Jr.

9/17/2025

IRONBEACH GYM

By: _____

Printed Name: Trudi Rollan

Its: _____

Date: _____

Trudi Rollan

Co-owner

9/16/2025