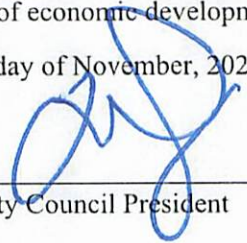


**RESOLUTION 2025-R-214**

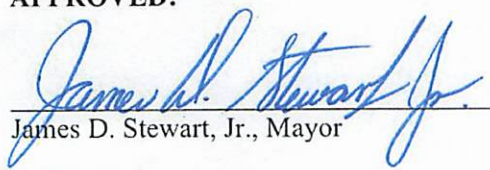
***Authorizes the execution of an Agreement with Retail Strategies, LLC  
for Economic Development Consulting Services***

**NOW, 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 Retail Strategies, LLC (in substantially the form attached hereto as Exhibit 1) in an amount not to exceed Fifty Thousand and NO/100 Dollars (\$50,000.00) for the provision of economic development consulting services.

**ADOPTED & APPROVED:** This 4th day of November, 2025.

  
\_\_\_\_\_  
City Council President

**APPROVED:**

  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

  
\_\_\_\_\_  
City Clerk

**CERTIFICATION**

I, Leigh Allison, the 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 4th day of November, 2025, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
City Clerk

**Exhibit 1**

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE  
CONSULTING SERVICES**

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of the City of Irondale, Alabama ("Client") and Retail Strategies, LLC, an Alabama limited liability company (the "Consultant") on the date of the last party to execute this Agreement (the "Execution Date"), for the provision of professional consulting services as more fully set forth below.

**RECITALS:**

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide professional consulting services to the Client (the "Services") detailed in Exhibit A.
2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Execution Date. The Consultant's engagement and this Agreement will terminate automatically on the earlier of (i) the Client's completion of Services as set forth in Exhibit A or (ii) twelve (12) months after the Execution Date.
3. **CONSULTING FEE.**
  - A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") in an amount equal to \$50,000. The Consulting Fee shall be paid as follows: \$25,000 within five (5) days of the Execution Date and \$25,000 within sixty (60) days following the Execution Date.
  - B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant may, at its option, immediately cease all Services identified in Exhibit A.
4. **CLIENT INFORMATION AND ACCESS.**
  - A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term necessary for the performance of the Services. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to

such personnel, facilities, records, reports and other requested information.

- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the following (the "Client Representative:")

**Mayor James Stewart**

- C. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative will also be responsible for disseminating updates relative to consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. City Council, Economic Development Boards, and Chamber of Commerce etc.). A copy of all correspondences to the Client Representative will also be sent to Leigh Allison at [lallison@cityofirondaleal.gov](mailto:lallison@cityofirondaleal.gov).
- D. The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver, on behalf of the Client, such documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, trainings, video resources, presentation decks, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultant in connection with the Services will remain the property of the Consultant. The Client may use other information provided by the Consultant for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality, subject to Client's statutory obligations regarding public records.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of ten (10) days' prior written notice to the Consultant. In the event of such termination, a pro rata portion of the Consulting Fee (based upon the number of days remaining in such contract period as of the termination date) shall be refunded to Client by Consultant within 30 days of such termination.
- B. **By the Client Upon the Consultant's Default.** Upon Consultant's default of any of the terms of the Agreement, the Client may notify the Consultant in writing pursuant to Section 7 hereof that the Consultant has breached this Agreement. The Consultant will have 15 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 15-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period as of the date of the first notice of breach or default.

- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period as of the date of notice.
- D. **By the Consultant Upon the Client's Default.** Upon Client's default of any of the terms of the Agreement, the Consultant may notify the Client in writing pursuant to Section 7 hereof that the Consultant has breached this Agreement. The Client will have 15 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 15-day period, then the Consultant may terminate this Agreement.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Irondale, Alabama  
Email: [jstewart@cityofirondaleal.gov](mailto:jstewart@cityofirondaleal.gov)  
Phone: (205) 956 - 9200  
Attention: Mayor James D. Stewart, Jr.

Consultant: Retail Strategies, LLC  
2200 Magnolia Ave. South, Suite 100  
Birmingham, AL 35205  
Email: [contracts@retailstrategies.com](mailto:contracts@retailstrategies.com)  
Fax: (205) 313-3677  
Attention: Stephen P. Leara, Esq. – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

- A. **Affiliated Services:** The Client acknowledges that certain affiliates of the Consultant provide real estate brokerage and management services for which they are paid brokerage, development, leasing, management and similar fees. In connection with the Services and

with the prior written permission of the Client, such affiliates may be engaged to provide such services in consideration for the payment of such fees.

- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- H. **Limitation on Liability:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee.
- I. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by both parties hereto.
- J. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- K. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- L. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.

- M. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- N. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- O. **Survival:** Section 5 will survive termination of this Agreement.
- P. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- Q. **Immigration 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

**CLIENT:**

CITY OF IRONDALE, ALABAMA

By: James D. Stewart, Jr.

Name: James D. Stewart, Jr.

Title: Mayor

Date: 1/6/24

**CONSULTANT:**

RETAIL STRATEGIES, LLC

By: W. Mead Silsbee III

Name: W. Mead Silsbee III

Title: CFO

Date: 1/6/24

## **EXHIBIT A**

### **I. CONSULTANT AGREEMENT – SMALL BUSINESS SUPPORT**

*This section outlines what Retail Strategies (the "Consultant") will provide to City of Irondale, Alabama (the "Client").*

#### **A. Onboarding & Enrollment**

1. Partnership will begin with a kick-off call to detail program offering, discuss enrollment best practices, and estimate launch date:
  - a. Kick-off call
    - i. Zoom call with Small Business team to review platform, discuss best practices, and review the Engagement Toolkit.
  - b. Engagement Toolkit
    - i. Consultant team will provide template messages, graphics, flyers, and other materials to support the Core Team with making outreach to local businesses regarding this training opportunity. Materials will be shared via Basecamp project management platform.
  - c. Small Business Zoom Meeting
    - i. Consultant team will Zoom into local business or Chamber meeting to provide an overview and demo of the training portal to businesses at a mutually convenient scheduled time.
  - d. Ongoing Check-ins and Reporting
    - i. Consultant team will provide reporting regarding engagement and participation in the training portal as requested.

#### **A. Technical Assistance & Training Platform**

1. Consultant team will launch a virtual, on-demand training portal for an unlimited number of small businesses in client community including the following content:
  - a. Omni-channel Retail Strategies Learning Path
    - i. Learning Path Outline
      1. Digital marketing strategy
      2. Customer segmentation
      3. Content writing and SEO
      4. Livestream selling
      5. Social media
      6. Social commerce
      7. Collabs, influencers, & pop-ups
  - b. Restaurant Resilience Learning Path
    - i. Learning Path Outline:
      1. Recovery
      2. Operations
      3. Finance
      4. Branding
      5. Marketing
      6. Leadership
  - c. Holiday Trends & Outlook Learning Path
    - i. Learning Path Outline:
      1. Maximizing Holiday Shopping for your Business
      2. Holiday Predictions & Outlook

3. Canva Crash Course
4. Shop Local Graphics Template Kit
- d. Business Modernization Learning Path:
  - i. Learning Path Outline:
    1. Trends in Business Modernization
    2. Point of Sale Systems
    3. Artificial Intelligence
    4. Customer Experience
    5. Cybersecurity
    6. Theft Mitigation
  - e. Property Owner Training Learning Path:
    - i. Learning Path Outline:
      1. 5 Factors that Drive Sales
      2. Creating a Successful Tenant Mix
      3. Lease Structure
      4. Custom Community Data

## **II. CLIENT AGREEMENT – SMALL BUSINESS SUPPORT**

*This section outlines what the City of Irondale, Alabama ("Client") will provide for Retail Strategies (the "Consultant").*

### **A. Point of Contact**

1. Client Representative or designee will convey regular communications between Client and Consultant.
2. Client as necessary.
3. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision-making community leaders.
4. POC Representative and his designees will have access to Basecamp and may post and check messages to Consultant and on-going local updates to such site.

### **B. Information and Material Requested by Consultant:**

1. Client understands that Consultant's ability to stay on schedule will depend on receiving requested information from the Client Representative by the requested deadline.
2. If Client is a no-show for a scheduled presentation and such presentation has not been rescheduled by Client in advance, the presentation will be recorded and posted to Basecamp but not rescheduled live.