

Resolution 2025-R-233

Authorizes the execution of an Agreement with Tate & Associates, LLC for the performance of Human Resources Services for the City of Irondale, Alabama

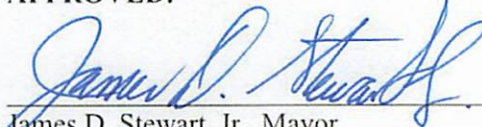
BE IT HEREBY RESOLVED by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement with Tate & Associates, LLC to perform human resources services for the City for the amount of Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) per month for a term of one (1) year. Such agreement shall be substantially in the form attached hereto as Exhibit 1.

ADOPTED & APPROVED: This 16th day of December, 2025.



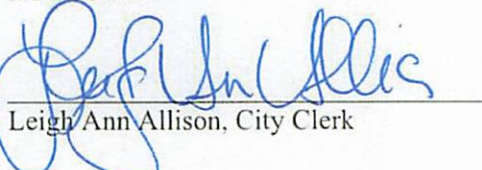
David Spivey, City Council President

APPROVED:



James D. Stewart, Jr., Mayor

ATTESTED:



Leigh Ann Allison, City Clerk

CERTIFICATION

I, Leigh Ann Allison, the Acting 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 the 16th day of December, 2025, as the same appears in the minutes of record of said meeting.



Leigh Ann Allison, City Clerk

Exhibit 1

PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of the date of the last party to execute this Agreement ("Effective Date"), by and between: **THE CITY OF IRONDALE, ALABAMA**, an Alabama municipal corporation ("City" or "Irondale"); and **TATE & ASSOCIATES, LLC** an Alabama limited liability company ("Consultant"). The City and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City of Irondale is a municipal corporation duly organized under the Constitution and laws of the State of Alabama, possessing all powers, privileges, and immunities granted to municipalities; and

WHEREAS, the City desires to obtain professional human resources consulting services to establish a strong human resources ("HR") infrastructure, ensure compliance with applicable laws and regulations, and implement best practices in personnel management; and

WHEREAS, Consultant represents that it possesses the requisite qualifications, experience, personnel, and resources to perform such services competently and professionally; and

WHEREAS, the City, in reliance upon Consultant's representations regarding its qualifications and expertise, desires to engage Consultant to provide such services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"Confidential Information" means all information, data, documents, records, and materials of the City, whether written, oral, electronic, or visual, that is disclosed to or obtained by Consultant in connection with this Agreement, including but not limited to employee personnel records, financial information, policies, procedures, strategies, and any information designated as confidential by the City.

"Deliverables" means all reports, analyses, recommendations, documents, work product, and other materials prepared or developed by Consultant in the performance of Services under this Agreement.

"Services" means the human resources consulting services to be performed by Consultant as described in Article II and Exhibit A attached hereto.

"Work Product" means all inventions, discoveries, improvements, ideas, concepts, processes, methods, techniques, know-how, data, documents, reports, analyses,

PROFESSIONAL SERVICES AGREEMENT

recommendations, policies, procedures, forms, templates, and other materials conceived, developed, or created by Consultant, alone or with others, in connection with the performance of Services under this Agreement.

ARTICLE II - SCOPE OF SERVICES

2.1 Services. Consultant shall provide human resources consulting services to the City as described in Exhibit A ("Scope of Services"), which is attached hereto and incorporated herein by reference.

2.2 Standard of Care. Consultant shall perform all Services in a professional, competent, and workmanlike manner, consistent with the highest standards of care, skill, and diligence exercised by recognized professionals performing similar services in the State of Alabama. Consultant warrants that all Services shall be performed by qualified personnel with the requisite training, experience, and expertise.

2.3 Compliance with Laws. Consultant shall perform all Services in compliance with all applicable federal, state, and local laws, regulations, ordinances, and codes, including but not limited to employment laws, civil rights laws, business licensing, and occupational safety requirements.

2.4 City Cooperation. The City shall provide Consultant with reasonable access to City personnel, facilities, records, and information necessary for Consultant to perform the Services. The City shall designate a representative to serve as the primary point of contact for the Consultant.

2.5 Additional Services. Any services not expressly included in Exhibit A shall be considered additional services and shall not be performed without prior written authorization from the City. The City shall have no obligation to pay for any services not authorized in writing in advance of the provision of such services.

ARTICLE III - TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, unless earlier terminated in accordance with this Article III ("Term"). This Agreement shall not automatically renew. Any extension or renewal shall require a written amendment executed by both Parties.

3.2 Termination for Convenience by City. The City may terminate this Agreement at any time, for any reason or no reason, upon at least ten(10) days' prior written notice to Consultant. Upon such termination, the City shall pay Consultant only for Services satisfactorily performed and accepted through the effective date of termination, less any amounts previously paid and any damages or costs incurred by the City.

3.3 Termination for Cause by City. The City may terminate this Agreement immediately upon written notice to Consultant if:

PROFESSIONAL SERVICES AGREEMENT

- (a) Consultant breaches any material term, condition, or provision of this Agreement and fails to cure such breach within ten (10) days after receipt of written notice thereof from the City;
- (b) Consultant fails to perform Services in accordance with the standard of care set forth herein;
- (c) Consultant makes any material misrepresentation or commits fraud in connection with this Agreement;
- (d) Consultant becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets;
- (e) Consultant assigns or attempts to assign this Agreement without the City's prior written consent; or
- (f) Consultant or any of its principals, officers, or employees is convicted of any crime involving moral turpitude, dishonesty, or fraud.

3.4 Termination by Consultant. Consultant may terminate this Agreement only for material breach by the City, provided that: (i) Consultant provides the City with at least sixty (60) days' prior written notice specifying the alleged breach in detail; (ii) the City fails to cure such breach within the sixty (60) day notice period; and (iii) the alleged breach does not involve a reasonable faith dispute regarding payment or performance.

3.5 Effect of Termination. Upon termination or expiration of this Agreement:

- (a) Consultant shall immediately cease all work under this Agreement;
- (b) Consultant shall deliver to the City all Deliverables, Work Product, and Confidential Information in Consultant's possession or control, whether complete or in progress;
- (c) Consultant shall cooperate with the City to ensure an orderly transition of Services; and
- (d) All provisions of this Agreement that by their nature should survive termination shall survive, including but not limited to Articles V, VI, VII, VIII, IX, and XII.

3.6 No Damages for Termination. In no event shall the City be liable to Consultant for any damages, including but not limited to lost profits, anticipated revenues, or consequential damages, arising from the City's termination of this Agreement for convenience or for cause.

ARTICLE IV - COMPENSATION

4.1 Monthly Fee. In consideration for the Services to be provided hereunder, the City shall pay Consultant a monthly fee of Five Thousand Five Hundred and NO/100 Dollars (\$5,500.00) ("Monthly Fee"). The total compensation under this Agreement shall not exceed Sixty-Six Thousand Dollars (\$66,000.00) for the Term.

4.2 Invoicing. Consultant shall submit itemized invoices to the City monthly, in arrears, detailing the Services performed during the preceding month. Each invoice shall include: (i) a

PROFESSIONAL SERVICES AGREEMENT

description of Services performed; (ii) the dates on which Services were performed; (iii) the names of personnel who performed Services; and (iv) such other information as the City may reasonably request.

4.3 Payment Terms. The City shall pay undisputed invoice amounts within forty-five (45) days of receipt of a proper invoice. The City reserves the right to withhold payment, in whole or in part, for Services that do not conform to this Agreement or are otherwise unsatisfactory.

4.4 Disputed Charges. If the City disputes any portion of an invoice, the City shall notify Consultant in writing within thirty (30) days of receipt, specifying the basis for the dispute. The Parties shall work in good faith to resolve any disputes. The City shall pay all undisputed amounts pending resolution of any dispute.

4.5 No Additional Compensation. Except as expressly provided herein, Consultant shall not be entitled to any additional compensation, reimbursement, or payment of any kind. The Monthly Fee includes all costs associated with the Consultant's performance of Services, including, without limitation, labor, overhead, travel, materials, equipment, and administrative expenses.

4.6 Appropriation of Funds. The City's obligations under this Agreement are subject to the availability and appropriation of funds. If sufficient funds are not appropriated, the City may terminate this Agreement without penalty upon written notice to Consultant. The City shall have no obligation to pay Consultant for Services performed after the effective date of such termination.

4.7 Audit Rights. Consultant shall maintain complete and accurate books and records relating to this Agreement for a period of five (5) years following termination or expiration. The City, or its designated representative, shall have the right to audit, examine, and copy such records upon reasonable notice during regular business hours.

ARTICLE V - INDEMNIFICATION

5.1 General Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless the City, its elected officials, appointed officers, employees, agents, volunteers, and representatives (collectively, "City Indemnitees") from and against any claims, demands, suits, actions, proceedings, judgments, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, expert witness fees, and court costs) arising out of or relating to:

- (a) Any act, error, omission, negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, subcontractors, or anyone for whom Consultant is legally responsible;
- (b) Any breach of this Agreement by Consultant;
- (c) Any failure by Consultant to comply with applicable laws, regulations, or ordinances;

PROFESSIONAL SERVICES AGREEMENT

- (d) Any claim that the Services, Deliverables, or Work Product infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right of any third party;
- (e) Any error, omission, or negligent act in Consultant's performance of the Services under this Agreement, including but not limited to claims arising from Consultant's recommendations, advice, or work product
- (f) Any employment-related claim by Consultant's employees or agents; and
- (g) Any unauthorized disclosure of Confidential Information by Consultant.

5.2 Defense Obligations. Consultant's duty to defend shall arise immediately upon tender of defense by the City, regardless of whether the underlying claim has merit. Consultant shall provide defense using legal counsel reasonably acceptable to the City. The City reserves the right to participate in its own defense at its expense and to approve any settlement that imposes any obligation on the City or admits liability on the City's behalf.

5.4 Survival. The indemnification obligations under this Article V shall survive the termination or expiration of this Agreement and shall remain in full force and effect regardless of any investigation or payment under any insurance policy.

5.5 No Limitation. The indemnification obligations under this Article V shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant under workers' compensation acts, disability benefit acts, or other employee benefit acts, and shall be in addition to any other rights or remedies available to the City at law or in equity.

ARTICLE VI - INSURANCE

6.1 Required Insurance. Consultant shall procure and maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and for a period of two (2) years following termination or expiration of the Agreement:

- (a) **Commercial General Liability Insurance** with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, covering bodily injury, property damage, personal injury, and advertising injury;
- (b) **Professional Liability (Errors and Omissions) Insurance** with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, covering claims arising from Consultant's professional services, advice, and recommendations;
- (c) **Workers' Compensation Insurance** as required by Alabama law, with Employer's Liability limits of not less than Five Hundred Thousand Dollars (\$500,000) per accident, Five Hundred Thousand Dollars (\$500,000) per employee for disease, and Five Hundred Thousand Dollars (\$500,000) policy limit for disease;

PROFESSIONAL SERVICES AGREEMENT

- (d) **Cyber Liability Insurance** with limits of not less than One Million Dollars (\$1,000,000) per occurrence, covering data breaches, unauthorized access, and loss of confidential information; and
- (e) **Automobile Liability Insurance** (if applicable) with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage.

6.2 Additional Insured. The City, its elected officials, appointed officers, employees, agents, and volunteers shall be named as additional insureds on all policies except Workers' Compensation and Professional Liability. Such coverage shall be primary and non-contributory with respect to any insurance carried by the City.

6.3 Insurance Requirements. All insurance policies shall: (i) be issued by insurers licensed to do business in Alabama with an A.M. Best rating of "A-" or better; (ii) include a waiver of subrogation in favor of the City; (iii) provide that coverage shall not be cancelled, modified, or non-renewed without at least thirty (30) days' prior written notice to the City; and (iv) be occurrence-based (except Professional Liability, which may be claims-made with a retroactive date no later than the Effective Date).

6.4 Certificates of Insurance. Before commencing the Services, Consultant shall provide the City with certificates of insurance evidencing the required coverage, together with endorsements naming the City as additional insured. Failure to provide such certificates shall be a material breach of this Agreement.

6.5 No Limitation of Liability. Consultant's procurement of insurance shall not limit Consultant's liability under this Agreement or otherwise, and Consultant shall remain liable for all obligations under this Agreement regardless of insurance coverage or claims.

ARTICLE VII - CONFIDENTIALITY

7.1 Confidential Information. Consultant acknowledges that in the course of performing Services, Consultant will have access to Confidential Information of the City. Consultant agrees to hold all Confidential Information in strict confidence and not to disclose, publish, or otherwise reveal any Confidential Information to any third party without the prior written consent of the City, except as required by law.

7.2 Use Restrictions. Consultant shall use Confidential Information solely for the purpose of performing Services under this Agreement and shall not use Confidential Information for any other purpose, including but not limited to Consultant's own benefit or the benefit of any third party.

7.3 Safeguards. Consultant shall implement and maintain reasonable administrative, technical, and physical safeguards to protect Confidential Information from unauthorized access, disclosure, or use. Consultant shall limit access to Confidential Information to those employees and agents who have a need to know and who are bound by confidentiality obligations at least as restrictive as those contained herein.

PROFESSIONAL SERVICES AGREEMENT

7.4 Required Disclosure. If Consultant is compelled by law, regulation, or legal process to disclose any Confidential Information, Consultant shall provide the City with prompt written notice to enable the City to seek a protective order or other appropriate remedy. Consultant shall disclose only such information as is legally required and shall use reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7.5 Return of Information. Upon termination or expiration of this Agreement, or upon the City's request at any time, Consultant shall promptly return or destroy all Confidential Information in its possession or control, including all copies, extracts, and derivatives thereof, and shall certify in writing that it has done so.

7.6 Alabama Open Records. Consultant acknowledges that the City is subject to the Alabama Open Records Act (Ala. Code § 36-12-40 *et seq.*) and that certain documents and information may be subject to public disclosure. Consultant shall clearly mark any information it believes to be exempt from disclosure and shall provide the City with written justification for such exemption. The City shall make the final determination regarding disclosure in accordance with applicable law.

7.7 Survival. The confidentiality obligations under this Article VII shall survive the termination or expiration of this Agreement for a period of five (5) years.

ARTICLE VIII - INTELLECTUAL PROPERTY AND OWNERSHIP

8.1 Work Product Ownership. All Work Product and Deliverables created by Consultant in the performance of Services under this Agreement shall be the sole and exclusive property of the City. Consultant hereby irrevocably assigns to the City all right, title, and interest in and to all Work Product and Deliverables, including all intellectual property rights therein, without additional compensation.

8.2 Work Made for Hire. To the extent any Work Product or Deliverable constitutes a "work made for hire" under the Copyright Act of 1976, as amended (17 U.S.C. § 101 *et seq.*), such work shall be deemed a "work made for hire" with all rights vesting in the City. To the extent any Work Product or Deliverable does not qualify as a "work made for hire," Consultant hereby assigns all rights therein to the City.

8.3 Further Assurances. Consultant agrees to execute all documents and take all actions reasonably requested by the City to perfect, register, or enforce the City's rights in Work Product and Deliverables. Consultant hereby irrevocably appoints the City as Consultant's attorney-in-fact to execute such documents on Consultant's behalf if Consultant fails to do so within ten (10) days of the City's request.

8.4 Waiver of Moral Rights. Consultant hereby waives any moral rights in Work Product and Deliverables, including but not limited to any right of attribution, integrity, or disclosure.

8.5 License to Pre-Existing Materials. To the extent any Work Product or Deliverable incorporates any pre-existing materials owned by Consultant or licensed from third parties ("Pre-Existing Materials"), Consultant hereby grants to the City a perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive license to use, reproduce, modify, distribute, display, and create derivative works from such Pre-Existing Materials for any purpose.

PROFESSIONAL SERVICES AGREEMENT

ARTICLE IX - REPRESENTATIONS AND WARRANTIES

Consultant represents and warrants to the City as follows:

- (a) **Authority.** Consultant has full power and authority to enter into this Agreement and to perform its obligations hereunder. All necessary actions on the part of the Consultant have been duly authorized for the execution, delivery, and performance of this Agreement.
- (b) **No Conflicts.** The execution and performance of this Agreement will not conflict with or result in a breach of any other agreement, obligation, or duty to which Consultant is bound.
- (c) **Qualifications.** Consultant possesses all licenses, permits, certifications, and qualifications required to perform the Services. All personnel assigned to perform Services are qualified by training and experience to perform such Services.
- (d) **No Debarment.** Neither Consultant nor any of its principals, officers, or employees is currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state, or local governmental entity.
- (e) **No Litigation.** There is no pending or threatened litigation, arbitration, or administrative proceeding that could materially affect Consultant's ability to perform its obligations under this Agreement.
- (f) **Compliance.** Consultant complies with all applicable laws, regulations, and ordinances, and shall remain in compliance throughout the term of this Agreement.
- (g) **No Infringement.** The Services, Deliverables, and Work Product will not infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.
- (h) **Accuracy.** All information provided by Consultant to the City in connection with this Agreement is true, accurate, and complete in all material respects.

ARTICLE X - INDEPENDENT CONTRACTOR STATUS

10.1 Independent Contractor. Consultant is an independent contractor and not an employee, agent, partner, or joint venturer of the City. Nothing in this Agreement shall be construed to create an employment, agency, partnership, or joint venture relationship between the Parties.

10.2 No Benefits. Consultant and its employees shall not be entitled to any benefits provided by the City to its employees, including but not limited to health insurance, retirement benefits, paid leave, or workers' compensation coverage. Consultant shall be solely responsible for all such benefits for its employees.

10.3 Taxes. Consultant shall be solely responsible for all federal, state, and local taxes arising from compensation paid under this Agreement, including but not limited to income taxes, self-employment taxes, sales taxes, and use taxes. Consultant shall indemnify and hold harmless the City from any claims, liabilities, or penalties arising from Consultant's failure to pay such taxes.

PROFESSIONAL SERVICES AGREEMENT

10.4 No Authority to Bind. Consultant shall have no authority to bind the City, to enter into any contract or agreement on behalf of the City, or to incur any liability or obligation on behalf of the City. Consultant shall not represent to any third party that it has such authority.

ARTICLE XI - COMPLIANCE PROVISIONS

11.1 Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, or any other characteristic protected by law. Consultant shall comply with all applicable federal, state, and local laws prohibiting discrimination.

11.2 Immigration Law Compliance. Pursuant to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 et seq.), Consultant shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien. Consultant shall enroll in the E-Verify program and verify the employment eligibility of all employees hired to perform Services under this Agreement. Consultant shall provide documentation of E-Verify enrollment upon request.

11.3 Ethics and Conflicts of Interest. Consultant represents that no officer, agent, or employee of the City has a pecuniary interest in this Agreement or in the revenues or profits derived therefrom. Consultant shall comply with all applicable ethics laws and regulations, including but not limited to the Alabama Ethics Act (Ala. Code § 36-25-1 et seq.).

11.4 Anti-Boycott. Consultant certifies that it is not currently engaged in, and will not engage in, a boycott of Israel during the term of this Agreement.

ARTICLE XII - LIMITATION OF LIABILITY AND REMEDIES

12.1 No Limitation on City. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT OR IMPAIR THE CITY'S RIGHT TO RECOVER DAMAGES, COSTS, OR EXPENSES FROM CONSULTANT ARISING FROM CONSULTANT'S BREACH OF THIS AGREEMENT, NEGLIGENCE, OR WILLFUL MISCONDUCT.

12.2 City's Limitation. THE CITY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAID BY THE CITY TO CONSULTANT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL.

12.3 Cumulative Remedies. The rights and remedies of the City under this Agreement are cumulative and in addition to, and not instead of, any other rights and remedies available at law or in equity.

12.4 Setoff. The City may set off against any amounts due to Consultant under this Agreement any amounts owed by Consultant to the City under this Agreement or otherwise.

PROFESSIONAL SERVICES AGREEMENT

ARTICLE XIII - GENERAL PROVISIONS

13.1 Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

13.2 Amendments. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought.

13.3 Assignment. Consultant shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole discretion. Any purported assignment without such consent shall be void and of no effect. The City may assign this Agreement to any successor entity without Consultant's consent.

13.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principles. The Parties consent to the exclusive jurisdiction and venue of the state courts located in the Birmingham Division of Jefferson County, Alabama for any action arising out of or relating to this Agreement.

13.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving the intent of the Parties.

13.6 Waiver. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof.

13.7 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by overnight courier; or (iv) sent by email with confirmation of receipt, to the addresses set forth below or to such other address as either Party may designate in writing:

If to City:

City of Irondale
Attn: City Clerk
101 20th Street South
Irondale, Alabama 35210

With a copy to:

April B. Danielson, City Attorney
Wallace, Jordan, Ratliff & Brandt, LLC
800 Shades Creek Parkway, Suite 400

PROFESSIONAL SERVICES AGREEMENT

Homewood, Alabama 35209
adanielson@wallacejordan.com

If to Consultant:

Tate & Associates, LLC

Attn: _____

13.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

13.9 Headings. The headings in this Agreement are for convenience only and shall not affect its interpretation.

13.10 Force Majeure. Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, epidemics, government actions, or natural disasters; provided, however, that the affected Party shall give prompt notice to the other Party and shall use reasonable efforts to mitigate the effects of such event.

13.11 Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement shall confer any rights or remedies upon any third party, except for City Indemnitees as provided in Article V.

13.12 Construction. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing this Agreement to be drafted. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either Party.

13.13 Time of the Essence. Time is of the essence with respect to all dates and time periods outlined in this Agreement.

13.14 Public Announcement. Consultant shall not issue any press release or make any public statement regarding this Agreement or the Services without the prior written consent of the City.

13.15 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. **IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

PROFESSIONAL SERVICES AGREEMENT

CITY OF IRONDALE, ALABAMA

By: James D. Stewart Jr.
James D. Stewart Jr., Mayor

Date: 12/18/2025

TATE & ASSOCIATES, LLC

By: Melva Tate
Name: Melva Tate
Title: President & CEO

Date: 12/29/2025

PROFESSIONAL SERVICES AGREEMENT

**EXHIBIT A
SCOPE OF SERVICES**

Services shall include, but not be limited to:

- (a) Monthly virtual or in-person check-ins with the City HR Representative and designated City leaders;
- (b) Full audit of HR practices, including personnel files, job descriptions, and hiring practices;
- (c) Comprehensive review of employee handbook, HR-related policies, and forms;
- (d) Review of all HR-related Standard Operating Procedures (SOPs) and alignment with best practices;
- (e) Risk and compliance gap assessment with priority recommendations;
- (f) Development of a compliance calendar with legally required activities;
- (g) Recommendations for HR best practices and standardization of forms and workflows;
- (h) Review and recommendation of employee onboarding and offboarding practices;
and
- (i) Priority support via scheduled calls and email for HR-related concerns.