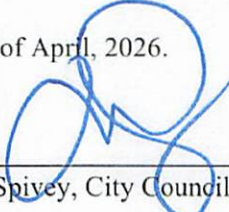


**Resolution 2026-R-105**

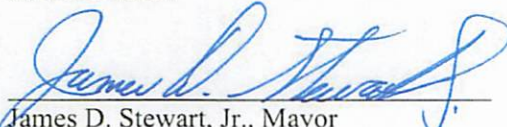
***A Resolution authorizing execution of an agreement with  
KultureCity for Sensory Inclusive Areas at City Facilities***

**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 (in substantially the form attached hereto as Exhibit A) with KultureCity in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500) yearly for sensory inclusive areas at five City facilities and to execute any document necessary to effectuate such agreement.

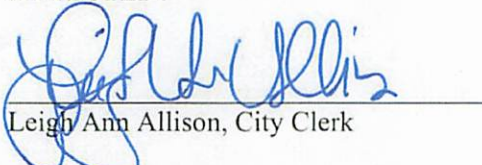
**ADOPTED & APPROVED:** This 21st day of April, 2026.

  
\_\_\_\_\_  
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 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 21st day of April, 2026, as the same appears in the minutes of record of said meeting.

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

**Exhibit A**

# KultureCity Sensory Inclusive Initiative Contract

This contract ("Contract") is entered into on the 21<sup>st</sup> day of April, 2026 ("Effective Date") by and between KultureCity, a domestic non-profit corporation ("KultureCity"), and the City of Irondale, Alabama, a municipal corporation ("City").

WHEREAS, the mission of KultureCity's sensory inclusive movement is to create sensory inclusive spaces that provide universal accessibility for any person with a sensory issue, including persons with Autism, PTSD, Parkinson's, OCD, ADHD, etc.;

WHEREAS, sensory inclusive spaces allow for individuals, regardless of ability, to be able to enjoy the amenities that a facility offers; and

WHEREAS, sensory inclusive spaces ensure daily accessibility, not limited by time or location, thus creating an accepting and inclusive community.

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 the City agree as follows:

**I. COVERED CITY FACILITIES.** KultureCity shall provide each of the following City facilities with the products and services set forth in Sections II and III hereof:

1. Irondale City Hall
2. Irondale Public Library
3. Irondale Senior Activity Center
4. Irondale Water Department
5. Ruffner Park Sports Complex

These facilities are collectively known hereafter as the "Covered Facilities" or individually as a "Covered Facility." The cost for the provision of all such products and services is set forth in Section V hereof.

**II. TRAINING.** KultureCity shall provide the following training to each Covered Facility:

A. ONLINE. KultureCity shall provide online training for employees and volunteers designated by City and that is taught by physicians, board certified speech, ABA (applied behavioral analysis) and occupational therapists, who are all trained experts in sensory issues. Upon completion of the online training, KultureCity will provide a test to all persons designated by the City and an email certification to the City upon each such person passing the test. KultureCity will also provide a yearly online recertification course and access to KultureCity's admin portal for the updating of venue info, reports, etc. Upon completion of online training by employees designated by City at each Covered Facility, KultureCity will designate such facility as a sensory inclusive facility and the City as a sensory inclusive entity.

B. **IN PERSON.** KultureCity will also provide a thirty (30) minute training session provided by a KultureCity team member at a mutually agreeable time and location between the parties hereto.

The City agrees to begin the on-boarding and training process within two (2) months from the Effective Date of this Agreement unless otherwise agreed to between the parties hereto.

III. **SENSORY BAGS AND WEIGHTED LAP PADS.** Sensory bags and lap pads shall also be provided by KultureCity to each of the Covered Facilities as follows:

A. **SENSORY BAGS.** KultureCity shall provide each of the Covered Facilities with five (5) sensory bags, which shall each contain noise canceling headphones, fidget tools, identification tags (to allow employees to recognize that this person has a sensory issue), and feeling thermometer cards. Sensory bag items damaged within one (1) year from the date of purchase will be replaced by KultureCity at no cost to the City. Additional sensory bags may be purchased by the City from KultureCity.

B. **WEIGHTED LAP PADS.** KultureCity shall provide each of the Covered Facilities with one (1) weighted lap pad. Additional lap pads may be purchased by the City from KultureCity.

C. **SIGNAGE.** KultureCity shall provide each of the Covered Facilities with Signage to indicate a sensory inclusive location, headphone zones, sensory room, etc.

IV. **PUBLIC RELATIONS.** KultureCity will also aid the City with certain public relations initiatives related to accessibility and inclusivity. Specifically, KultureCity shall: aid the City with the public relations launch of the initiative, including the use of KultureCity's marketing team, media contacts, influencers, etc.; place the City on KultureCity's app; assist the City with the City's website information to provide a "social story" for the initiative; assist with a secret shopper program; and provide a customer survey system for those who have used the Sensory Bags to provide feedback.

V. **TERM AND COST.** The term of this Contract shall begin on the Effective Date and, unless sooner terminated pursuant to the provisions of Section X hereof, shall continue for a period of one (1) year therefrom. This Contract will automatically renew unless terminated by either party hereto. The cost for the items and services to be provided by KultureCity to the City as set forth herein shall be as follows:

**Year 1:** \$2,500 (includes for each Covered Facility: online and in person training, five (5) sensory bags, one (1) weighted lap pad, social story development, and necessary signage)

**Year 2 and onward:** \$2,500/annually (includes for each Covered Facility: recertification training, app integration and signage replacement)

**VII. CITY RESPONSIBILITIES.** It shall be the responsibility of City to follow the processes set forth in writing by KultureCity and given to the City during training, to clean the bags and items in them after every use, and to place sensory signage.

**VIII. 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.

**IX. INDEMNIFICATION.** KultureCity hereby agrees to defend, indemnify and hold the City 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 use of the products provided by KultureCity pursuant to this Contract, (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 Contract. The obligations of KultureCity contained in this Section IX shall survive the termination or expiration of this Contract.

**X. TERMINATION.** The parties agree that this Contract may be terminated at any time by either party hereto for any reason by providing written notice to the other as set forth in Section XI. City understands that the sensory inclusion certification given to City by KultureCity may be revoked at any time by KultureCity if the City fails to fulfill the obligations of this Contract.

**XI. NOTICES.** All notices required or permitted to be given pursuant to this Contract 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.

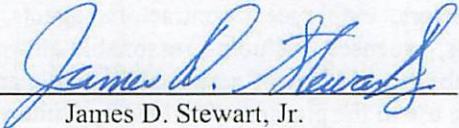
If to City:                      City of Irondale, Alabama  
    101 20<sup>th</sup> Street South  
    Irondale, Alabama 35210  
    Attn: Mayor James D. Stewart, Jr.

If to KultureCity: KultureCity  
732 Montgomery Highway  
Vestavia Hills, Alabama 35216  
Attn: Executive Director

**XII. COUNTERPARTS.** This Contract 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 Contract to be executed as of the day and year set forth below.

**CITY OF IRONDALE, ALABAMA**

By:   
James D. Stewart, Jr.

4/21/2020  
Date

Its: Mayor

**KULTURECITY**

By: *Uma Srivastava*  
Uma Srivastava; Executive Director  
Traci Johnson

4/29/2026  
Date

Its: Executive Director