Resolution 2026-R-221

Authorizes the execution of an Agreement with Phillip Dunlap for the performance of Economic Development 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 Phillip Dunlap to perform economic development services for the City for the amount of One Thousand Two Hundred Three and 33/100 Dollars ($1,203.33) 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 6th day of October, 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 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 6th day of October, 2026, as the same appears in the minutes of record of said meeting.

Leigh Ann Allison, City Clerk

Exhibit 1

AGREEMENT

This agreement ("Agreement") is entered into by and between the City of Irondale, an Alabama municipal corporation ("City"), and Phillip Dunlap ("Dunlap") on the date of the last party hereto to execute this Agreement ("Effective Date").

WHEREAS, Dunlap has considerable experience in economic development in municipalities; and

WHEREAS, City desires to engage Dunlap to perform economic development services for the City to advance economic development in the city of Irondale.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Dunlap hereby agrees to provide economic development services as requested by the City.

2. In consideration of the services to be performed by Dunlap, the City does hereby agree to pay Dunlap the sum of One Thousand Two Hundred and Three and 33/100 Dollars and 00/100 ($1,203.33) per month or Fourteen Thousand Four Hundred and Forty and NO/100 Dollars ($14,440.00) per year.

3. The term of this Agreement shall be for a period of one (1) year beginning on the Effective Date. City shall have the right to terminate this Agreement for any reason or no reason and without cause upon giving at least fourteen (14) days' advance written notice to Dunlap. In the event of termination, City shall pay Dunlap any uncontested fees due Dunlap up to the date of termination.

4. Dunlap agrees to defend, indemnify and hold harmless the City and its officials, officers, employees, agents, and representative against any claims, causes of action, costs, expenses (including reasonable attorneys' fees), liabilities, or damages suffered by such parties, arising out of or in connection with any negligent act or omission, or willful misconduct, on the part of Dunlap in the performance of his obligations under this Agreement. The obligations contained in this Section 4 shall survive the termination or expiration of this Agreement.

5. City and Dunlap shall not be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party. There shall be no third-party beneficiaries of this Agreement. 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.

6. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address(es) and individual(s) 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 registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

City of Irondale, Alabama
Attn: Mayor
101 20th Street South
Irondale, Alabama 35210
Email: lallison@cityofirondaleal.gov

Phillip Dunlap
2023 Saint Patrick Ct.
Pelham, Ala. 36830
Email: phillipdunlap@hotmail.com

7. By signing this agreement, Dunlap affirms, for the duration of the Agreement, that he 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 hereunto set their hands and seals or caused this agreement to be executed on the dates set forth below.

CITY OF IRONDALE, ALABAMA

By: James D. Stewart, Jr.
Its: Mayor
Date: 10/6/26

Phillip Dunlap
Date: 10/27/26