

RESOLUTION NO. 2026 – 66

TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT

WITH ALAN DALE GREER

WHEREAS, the Cullman City Council has determined that it serves a public and municipal purpose to enter into a contract with Alan Dale Greer for professional services related to communication, public relations, transitional work, and other duties as specified in the attached consulting agreement;

BE IT RESOLVED by the Cullman City Council that Woody Jacobs is hereby authorized to enter into a contract with Alan Dale Greer for professional services related to communication, public relations, transitional work, and other duties as specified in the attached consulting agreement in the amount not to exceed \$40,000.00 during any calendar year.

ADOPTED BY THE CITY COUNCIL this the 27th day of January, 2026.

President of the City Council

ATTEST:

City Clerk

APPROVED BY THE MAYOR this the 27th day of January, 2026.

Mayor

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into as of February 1, 2026, (“Effective Date”), by and between:

City of Cullman, Alabama, an Alabama Municipal Corporation, with a principal address at 204 2nd Avenue NE, Cullman, Alabama 35505 (“City”),

And

Alan Dale Greer, an Alabama resident whose address is 360 County Road 821, Cullman, Al. 35057 (“Consultant”).

City and Consultant may be referred to individually as a “Party” and collectively as the “Parties.”

ARTICLE 1. SERVICES

Consultant agrees to perform the following consulting services for Company (the “Services”): Professional independent expert advice, analysis and recommendations to the City, including services related to:

- Communication and Public Relations for the City of Cullman,
- Oversight of development and implementation of City of Cullman Communications Plan
- Oversight of development and implementation of City of Cullman Crisis Communications Plan
- Training City Departments on Effective Communications
- Governmental Affairs on behalf of the City of Cullman to other governmental agencies, municipalities, State or Federal Agencies
- Transitional work on Project B (to extend until April 30, 2026)
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Consultant shall perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards.

ARTICLE 2. TERM

This Agreement shall commence on the Effective Date and shall continue until January 31, 2027, unless earlier terminated as provided in this Agreement.

ARTICLE 3. COMPENSATION

(a) Fees. City shall pay Consultant the following compensation:

Three thousand three hundred dollars (\$3,300.00) per month, not to exceed the limit as defined by the Retirement Systems of Alabama (forty thousand dollars (\$40,000) for 2026).

(b) Invoices. Consultant shall invoice the City monthly.

(c) Expenses. Consultant shall be reimbursed for reasonable, pre-approved out-of-pocket expenses incurred in connection with the Services.

(d) Payment Timing. Payments shall be made monthly after receipt of an invoice.

ARTICLE 4. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee, partner, or agent of the City. Consultant shall be solely responsible for all taxes, withholdings, and other statutory obligations.

ARTICLE 5. CONFIDENTIAL INFORMATION

Consultant may receive confidential or proprietary information of City. Consultant agrees not to disclose or use any Confidential Information except as necessary to perform the Services. This obligation shall survive termination of this Agreement.

ARTICLE 6. OWNERSHIP OF WORK PRODUCT

Unless otherwise agreed in writing, all work product, reports, materials, and deliverables created by Consultant in connection with the Services (“Work Product”) shall be the exclusive property of City and shall be considered a “work made for hire” to the maximum extent permitted by law. To the extent not deemed a work made for hire, Consultant hereby assigns all right, title, and interest in the Work Product to City.

ARTICLE 7. TERMINATION

- (a) Either Party may terminate this Agreement upon thirty (30) days’ written notice.
- (b) City may terminate immediately for material breach.
- (c) Upon termination, Consultant shall be paid for Services performed through the termination date.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES

Consultant represents that:

- (a) Consultant has the authority to enter into this Agreement;
- (b) The Services will not violate any other agreement; and
- (c) The Services will comply with all applicable laws.

ARTICLE 9. LIMITATION OF LIABILITY

To the maximum extent permitted by Alabama law, neither Party shall be liable for any indirect, incidental, or consequential damages.

ARTICLE 10. INDEMNIFICATION

Consultant shall indemnify and hold harmless City from claims arising out of Consultant’s breach of this Agreement or gross negligence or willful misconduct.

ARTICLE 11. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict-of-law principles. Venue for any action arising under this Agreement shall lie exclusively in the Circuit Court of Cullman County, Alabama and/or the United States District Court for the Northern District of Alabama, Northeastern Division.

ARTICLE 12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.

ARTICLE 13. AMENDMENTS

This Agreement may be amended only by a written document signed by both Parties.

ARTICLE 14. SEVERABILITY

If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.

ARTICLE 15. COUNTERPARTS & ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.’

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date first written above.

THE CITY OF CULLMAN, ALABAMA

By: _____
Woody Jacobs, Mayor

Attest:

Wesley M. Moore, City Clerk

Alan Dale Greer