

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 1/24/2013

Action Requested By:
Administration

Agenda Item Type
Resolution

Subject Matter:

Agreement Renewal

Exact Wording for the Agenda:

Resolution authorizing the Mayor to renew the agreement between the City of Huntsville and Direct Communications.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

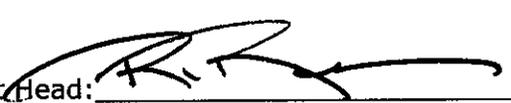
Unanimous Consent Required: Select...

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \$84,000.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 1 23 13

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 1/24/2013

Department Contact: Sharon King

Phone # 256-427-5000

Contract or Agreement: Agreement

Document Name: Direct Communications Agreement

City Obligation Amount:

~~\$75,000.00~~

84,000

Total Project Budget:

~~\$75,000.00~~

84,000

Uncommitted Account Balance:

Account Number:

01--6900-0511-4404

Procurement Agreements

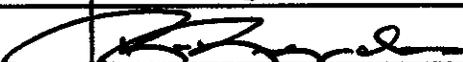
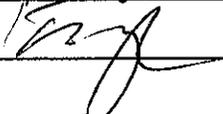
Not Applicable

Not Applicable

Grant-Funded Agreements

Select...

Grant Name:

Department	Signature	Date
1) Originating		1 10 13
2) Legal	Mary C. Carter	1/14/13
3) Finance		1/16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be and is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between the City of Huntsville and Direct Communications, Inc., which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the city of Huntsville and Direct Communications, Inc.," consisting of three (3) pages with the date of January 24, 2013 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 24th day of January, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 24th day of January, 2013.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT BETWEEN THE
CITY OF HUNTSVILLE AND
DIRECT COMMUNICATIONS**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this the 1st day of January, 2013, between, Direct Communications, ("DC"), 116 Jefferson Street, Huntsville, Alabama, 35801 and the City of Huntsville, Alabama, a municipal corporation (the "City").

WHEREAS, the City is interested in promoting its growth and industrial and economic development and desires to have its interests represented in the legislative and executive branches of the federal government, and,

WHEREAS, DC has unique experience and expertise in the area of governmental representation before the legislative and executive branches of the federal government, and is willing to provide certain services to the City.

NOW, THEREFORE, in consideration of the wishes of both parties to enter into a mutually beneficial agreement, the parties hereto agree as follows:

1. **DC Responsibilities**

A. DC, primarily through its representative, Stephen W. Raby, shall represent the growth and economic development interests of the City in the legislative and executive branches of federal and state government, with particular emphasis in the following areas:

1. Assist City in pursuing opportunities that would lead to the growth and development of Department of Defense, NASA, and other related federal activities in Huntsville.
2. Assist City in the preservation and protection of existing Department of Defense, NASA, and other federal operations in Huntsville.
3. Assist City in pursuing additional jobs for Huntsville.
4. Assist City in other related growth and economic development opportunities.
5. Advise City of important events and recommend appropriate action.

President of the City Council
of the City of Huntsville, Alabama
Date: _____

B. DC shall communicate directly with City's Mayor as needed to report on issues covered by the scope of this agreement.

2. City Responsibilities

City shall compensate DC as follows for services rendered under this Agreement:

A. From January 1, 2013, through December 31, 2013, DC shall be paid the total sum of Seventy-five Thousand Dollars (\$84,000.00), payable in Twelve (12) equal monthly installments of Six Thousand Two Hundred Fifty Dollars (\$7,000.00) each, beginning on January 15, 2012, with the last such installment due on December 15, 2013.

B. Any and all expenses incurred by DC in performance of its obligations under this contract shall be the sole responsibility of DC. City shall not reimburse DC for any such expenses.

3. Term

This Agreement shall commence on the 1st day of January, 2013, and will continue until the 31st day of December, 2013, except that City reserves the right to terminate this agreement, in its sole discretion and without cause, on thirty (30) days notice.

4. Confidentiality

DC understands and acknowledges that it may become privy to certain confidential information as a result of its representation of the City. DC hereby agrees it will not divulge such confidential information, except in accordance with government reporting requirements.

5. Conflict of Interest

DC agrees not to represent, either directly or indirectly, any person or entity concerning issues or legislation which are adverse to the interests of the City, during the term of this Agreement.

6. Reporting Requirements

DC shall comply with all applicable laws, statutes, codes or regulations concerning its activities conducted pursuant to this Agreement.

7. Assignment

DC shall not assign this Agreement without prior written consent of the City.

8. Amendment

DC acknowledges that it may be beneficial to City to modify the scope of this agreement during the term identified hereinabove, and agrees to cooperate with City in providing a scope of services that serves City's best interests in the event that additional economic development opportunities arise which necessitate a modified approach.

9. Integration

This Agreement constitutes the entire agreement between the parties and cannot be altered or amended except in writing and signed by both parties. The rights and obligations of this Agreement shall extend to and be binding upon the parties and their successors and assigns.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date and year written below.

THE CITY OF HUNTSVILLE, ALABAMA,
a municipal corporation

By: _____

Tommy Battle

Its: Mayor

ATTEST:

By: _____

Charles E. Hagood

Its: Clerk-Treasurer

DIRECT COMMUNICATIONS

By: _____

Its: _____

ATTEST:

By: _____

Its: _____