CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 2/14/2013

Action Requested By:
Finance

Agenda Item Type
Motion

Subject Matter:

Huntsville Madison County Chamber of Commerce Contract

Exact Wording for the Agenda:

Resolution authorizing the Mayor to renew the Contract between the City of Huntsville and the Huntsville Madison County Chamber of Commerce.

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: $233,270.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head:_____

Date: 2/11/2013

revised 4/13/2011

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Administration** Council Meeting Date: **2/14/2013**

Department Contact: **Sharon King** Phone # **256-427-5004**

Contract or Agreement: **Contract**

Document Name: **Chamber Contract**

City Obligation Amount: **233,270.00** ✓

Total Project Budget:

Uncommitted Account Balance:

Account Number: 01-9900-0918-7302 ✓

Procurement Agreements

Select...	Select...

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating	[illegible]	2/12/13
2) Legal	Mary C Cates	2/12/13
3) Finance	[illegible]	2/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 13 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he 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 the Chamber of Commerce Huntsville/Madison County, 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 the Chamber of Commerce Huntsville/Madison County consisting of ten (10) pages with the date of February 14, 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 14th day of February, 2013.

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

APPROVED this the 14th day of February 2013.

_____
Mayor of the City of
Huntsville, Alabama

Contract to Provide Economic Development Services
To the City Of Huntsville
For the Period Oct. 1, 2012 until Sep. 30, 2013

STATE OF ALABAMA
MADISON COUNTY

The Chamber of Commerce of Huntsville/Madison County (the "Chamber") agrees to provide economic development services to the City of Huntsville (the "City"). Economic Development services can generally be described as promoting recognition of the City by industry and business, nationally and internationally, and development of industry in the City.

The Chamber agrees to provide the following services:

I. The Chamber will be responsible for the marketing and promotion of the property comprising Cummings Research Park (CRP) and will assist the City in the administration and management of CRP. In carrying out this responsibility, the Chamber will incorporate advice of the Research Park Board and will utilize to the maximum extent the assistance available from the Board, acting as an entity and as individual members.

A Research Park Director will be employed whose sole duties will be to market, administer, manage and promote CRP as detailed below.

A. Marketing

(1) Prepare an annual economic development and marketing plan, which includes a dynamic advertising and public relations program, to market development opportunities in Huntsville's Research Park. A sizable portion of the Director's budget will be devoted to this effort. The program will be designed to accomplish the city's main goal of recruiting highly qualified firms to expand to Cummings Research Park. The plan will be presented to the Mayor within the first quarter of the fiscal year.

(2) Develop a list of desirable companies that will be targeted for expansion to Cummings Research Park. This list will specify the type of industry, the firm name, and firm address. This list will be developed with consideration of the City's desire to ensure a diversified mix of industries, which are compatible with the Research Park zoning classification. This list will be presented to the Mayor within the first quarter of the fiscal year.

President of the City Council
February 14, 2013

(3) Actively recruit the targeted prospects during the year, with emphasis on the sale of CRP land and the marketing of available CRP facilities.

(4) Implement a program to provide economic development services to aid in the expansion of existing Huntsville businesses and encourage the creation and growth of new businesses by local entrepreneurs for eventual occupancy in CRP.

B. Administration

(1) Report quarterly in writing to the Mayor and City Council on the status of all contracts and options for land owned by The City within CRP.

(2) Work closely with the City Attorney to assure that appropriate deed restrictions are placed on all city-owned property in CRP prior to conveyance to the purchaser.

(3) Work with City officials to ensure that the Master Plan for Cummings Research Park West is adhered to during all phases of development.

(4) Review periodically with City officials the cost for developing CRP land including debt service, utilities, engineering fees, consultant costs, land purchase costs, management costs, development costs, and landscaping costs.

(5) Work with City officials to develop and recommend to the Mayor at the end of each fiscal year a strategy for setting land prices, a schedule for land purchases, and a phasing plan for park expansion.

(6) Work with City officials in the establishment and maintenance of an owners and occupants association for CRP West, capable of meeting the maintenance costs for common areas in the Park.

(7) Attend all meetings of the Research Park Advisory Board and keep the Board informed of all CRP activities. Act as a liaison between the Research Park Advisory Board and the Research Park Board.

(8) Attend all meetings of the Research Park Design Review Committee.

(9) In accordance with the By-laws of the Research Park Board,

schedule and attend all meetings of the Research Park Board and keep the Board informed of all CRP activities (including setting date, time, and agenda for meetings).

(10) Advise City officials of any discovered non-compliance issues by occupants within the Park regarding Park covenants and zoning regulations.

(11) Report to the Director of the Urban Development Department any discovered violations of the protective covenants and zoning regulations in the Park.

(12) Provide the Mayor with a year-end report of all economic development activities that have occurred during the year in Cummings Research Park.

C. Management

(1) Monitor periodically and advise City officials on the physical condition and appearance of the park on a regular and ongoing basis, with reports made to the City and CRP Board based on the CRP Board meeting schedule.

(2) Work with property owners and city staff to resolve concerns and complaints in a timely manner.

(3) Work with developers in the design phase of their projects to ensure compliance with all applicable rules and regulations.

(4) Work with City departments on all aspects dealing with Research Park.

D. Promotion

(1) Utilize professional organizations, including the Association of University Related Research Parks, through active membership and participation to promote CRP. The Chamber will proactively promote CRP through these organizations and the preparation of news releases on behalf of the Mayor to publicize groundbreakings, grand openings, and expansions in the Park in cooperation with the City's communications staff.

(2) Work individually with active business prospects for CRP to identify project requirements and develop and present an effective response on behalf of CRP and Huntsville.

(3) Maintain a strategy, as outlined in section I. A. (1), for promotion of CRP, domestically and internationally, via appropriate

organizations, marketing events, travel, and media in order to promote Huntsville and CRP as a world-class center for research, development, and advanced technology.

(4) Establish and maintain contact with members of government, business and industry on local, state and national levels.

(5) Make presentations to local civic groups, business firms and other organizations promoting the future of Cummings Research Park.

II. It is expected that at all times during the term of this Agreement and for a period of one (1) year following the termination of his or her employment as Research Park Director, the Research Park Director should not negotiate for employment, become employed by, nor represent in any official capacity before the Chamber or the City, any person, business, firm, partnership, corporation or other entity with whom the Research Park Director, during the course of his or her employment as Research Park Director, entered into negotiations regarding the purchase of property, securing a variance of park regulations or covenants, and/or contracts which support the development or maintenance of the park on behalf of the Chamber or the City of Huntsville.

All books, records, and accounts or any confidential information relating in any manner to the Chamber's or City of Huntsville's customers, clients, or business prospects, or business, whether prepared by employee or otherwise coming into employee's possession or knowledge, shall be the exclusive property of the Chamber and the City of Huntsville and shall be returned immediately to the Chamber or the City of Huntsville, as appropriate, upon termination of the employment of the Research Park Director, or upon the Chamber's or City of Huntsville's request at any time.

III. The Chamber further proposes to engage other Chamber personnel to continue its traditional work in promoting and marketing the entire City of Huntsville as a location for new and expanding industry and commerce. This includes a responsibility to promote and market publicly-owned and privately-owned sites suitable and attractive for the location of new industries and expansions of existing businesses. Such activity specifically includes the active promotion and marketing of the City's Environmental Industrial Park, newly required City of Huntsville land in the area of North Huntsville Industrial Park, and Chelsea Industrial Park. It includes a program to promote the development and recruitment of the local workforce in order to meet the labor needs of new and expanding companies.

A. The marketing and promotion of North Huntsville Industrial Park and Chelsea Industrial Park will be directed toward companies which will develop desirable facilities and will create attractive job opportunities. This marketing strategy will leverage the presence of Toyota, with emphasis on automotive suppliers. The Chamber's efforts will include the development and use of information describing each park, advanced marketing to introduce the parks' availability to prospective tenants, location consultants

and development allies, and the recommendation and presentation of available sites to active prospects.

B. The Chamber further proposes that it will provide information on all aspects of the City of Huntsville, particularly for persons visiting the City for business or pleasure, and also for persons relocating family and household into the City. Such information will be provided free, or at nominal costs, to persons contacting the Chamber, and will include such items as:

- Economic Development Website
- Introduction to Huntsville (A comprehensive booklet covering all facets of the city.)
- City, county, and street maps, including maps of recreational sites and facilities.
- Business and Industrial directories
- Available housing information.
- City directory service.
- Informational brochures from the City and other governmental agencies.
- Information for school children.
- Brochures and information to assist in personnel recruitment by local firms.

The Chamber further agrees that it will develop and maintain an image promotion campaign in order to attract national and international recognition of the City of Huntsville as an outstanding community in which to live, work and do business. This strategy will include a media promotion program which focuses on the Huntsville community and its businesses. The Chamber will develop a plan to execute this plan and submit to the City periodic progress reports to the Mayor showing the success of the plan.

The Chamber will continue to coordinate BRAC-related marketing activities in order to encourage and facilitate relocation of personnel to Redstone Arsenal.

IV. Project notification: The City (the "Office of the Mayor") shall be notified, either orally or in writing, about the general parameters of a project if an entity is considering locating or expanding a facility at a site within the city and intends to claim any of the incentives provided by the State of Alabama. The required notification should be made as soon as the project's parameters are generally known or when a site or sites have been identified by an investing entity or entities or a visit is made to the State of Alabama by the entity or its representative. The initial required notification will be made in accordance with the same notification requirements as described in Section 41-9-202.1 of the Alabama code.

V. The Chamber further agrees to provide the Mayor and the City Council of the City of Huntsville with written quarterly progress reports on all tasks under the purview of the contract as well as any other reports that may be requested by the Mayor.

VI. The Chamber further agrees to provide the Mayor and the City Council of the City of Huntsville with quarterly financial statements summarizing how contract funds have been spent.

VII. The Chamber further proposes to implement a Communications program as outlined below:

A. A Chamber representative will attend, when possible and appropriate all regularly scheduled Huntsville City Council meetings in order to remain abreast of current issues and to provide input pertinent to issues being discussed at these meetings.

B. Coordinate a quarterly meeting between the Chamber of Commerce staff, Chamber leadership, the Mayor and the City Council to discuss current economic development activities, issues and problems.

C. Develop and include in Chamber publications a regular and ongoing section which highlights the activities which the City has undertaken to facilitate economic development and expansion such as utility and road improvements, annexation of land, and new public facilities.

VIII. The Chamber further agrees to assist the City in promoting retaining and attracting job opportunities and economic development activity in Downtown Huntsville in order to help maintain downtown as a viable business location within the City.

IX. The City agrees to pay the Chamber for the services to be provided by the provisions of this contract the sum of $183,270. This amount will be disbursed to the Chamber on a monthly basis. The City and Chamber agree that $13,270 of the contract sum of $183,270, will be used for local Economic Development and promotional activities, the use of which shall be coordinated between the Mayor and the Chamber President.

The City further agrees to pay up to but not exceeding an additional $50,000 on a matching basis. Specifically, the City will match on a $1.00 to $1.00 ratio the combined contributions of the City of Madison and the Madison County Commission. This amount will be paid monthly, but the Chamber must provide a written certification from the President of the Chamber that the funds from the City of Madison and the Madison County Commission have been received by the Chamber, prior to September 1, 2013.

X. The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30"* (also known as and hereinafter referred to as " the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form for the contractor is attached hereto and incorporated herein by reference as Exhibit "A". The

required affidavit form for subcontractors is attached hereto and incorporated herein by reference as Exhibit "B". This agreement shall not be effective unless and until the Chamber executes the affidavit attached as Exhibit "A" and returns the same to the City's Director of Economic Development.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

X. The term of this agreement shall begin on October 1, 2012 and end on September 30, 2013.

CHAMBER OF COMMERCE OF HUNTSVILLE/
MADISON COUNTY, a Corporation

By:_____
Its President & CEO

ATTEST:

_____

Its Secretary

CITY OF HUNTSVILLE, ALABAMA a
Municipal Corporation within
The State of Alabama

By:_____
Its Mayor

ATTEST:

_____
Its City Clerk-Treasurer

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____(state position) for _____ _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

_____Signature of Affiant

Sworn to and subscribed before me this _____day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____Signature and Seal of Notary Public

Exhibit A

FORM FOR SECTION 9 (c) BEASON- HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTION 31-13-9 (c)

AFFIDAVIT FOR SUBCONTRACTOR
(To be completed as a condition for performing work on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity)

State of _____

County of _____

Before me, a notary public, personally appeared_____(print name) who, being duly sworn, says as follows:

As a condition for being a subcontractor on a project paid for by contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity, I hereby attest that in my capacity as _____(state position) for _____(state subcontractor name), said subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.
I further attest that said subcontractor is enrolled in the E-Verify program prior to performing any work on the project. (ATTACH DOCUMENTATION ESTABLISHING THAT SUBCONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

_____Signature of Affiant

Sworn and subscribed before me this _____day of _____, 2____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

_____Signature and Seal of Notary Public

Exhibit B