

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/26/2013

Action Requested By:
Administration

Agenda Item Type
Resolution

Subject Matter:

Renewal of Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and CapitalEdge Strategies for consulting services.

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

Item to be considered for: Action

Unanimous Consent Required: No

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.

[Empty box for providing details on why the action is required, recommended, and what Council action will provide, allow, and accomplish.]

Associated Cost: \$68,200.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: _____

RESOLUTION NO. 13 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and she 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 CapitalEdge Strategies, LLC 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 CapitalEdge Strategies, LLC consisting of four (4) pages with the date of September 26, 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 26th day of September, 2013.

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

APPROVED this the 26th day of September, 2013.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND
CapitalEdge Strategies, LLC**

This agreement, made and entered into this first day of October 2013, by and between the City of Huntsville (hereinafter sometimes referred to as the "City") and CapitalEdge Strategies, LLC, (hereinafter sometimes referred to as "Consultant").

WITNESSETH

WHEREAS, the City of Huntsville has determined that there is a need for Washington representation; and

WHEREAS, this need is particularly pressing in relation to:

- information about legislative and executive action on issues of interest,
- transmitting City positions on these issues to the Congressional delegation and to the Administration, and
- obtaining assistance to pursue defined projects or individual legislative priorities; and

WHEREAS, CapitalEdge Strategies, LLC is known to the City and has a proven record of ability to undertake such representation in Washington;

NOW, THEREFORE, the City of Huntsville enters into this Contract with CapitalEdge Strategies, LLC (Consultant).

I. Obligations of Consultant

- A. Consultant will organize and operate a unit to act as a Washington office for the City and will be the assigned staff member. Consultant will be responsible for obtaining and furnishing requisite staff, office space, utilities, furnishings, and equipment, secretarial services, common-use office supplies and services, and general administrative support according to the level of service specified in Paragraph IV;

President of the City Council
September 26, 2013

- B. Consultant will confer with the Mayor, the City Council and such other City personnel as the Mayor may designate at the times and places mutually agreed to; and will act as Washington Assistant to the City of Huntsville;
- C. As Washington Assistant the Consultant will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City on her own initiative of those items which may have a bearing on City policy or programs;
- D. More specifically, as Washington Assistant the Consultant will advise and consult on behalf of the City with the White House and the following federal agencies or departments: Commerce, SBA, Treasury, HUD, DOD, Labor, HHS, OMB, DOT, EPA, Interior, Justice, DOE, and such other agencies, departments and commissions as may be necessary to the performance of full Washington service to the Mayor and the City. Additionally, the Consultant will act as liaison with the U.S. Conference of Mayors and the National League of Cities, and will furnish legislative and administrative analyses of issues involving any and all of the above enumerated agencies and departments;
- E. As Washington Assistant the Consultant will secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest;
- F. As Washington Assistant the Consultant will review and comment on proposals of the City which are being prepared for submission to federal agencies when requested to do so by the Mayor or his designees;
- G. As Washington Assistant the Consultant will maintain liaison with the City's Congressional delegation and will assist the delegation in any matter which the City determines to be in its best interest in the same manner as any other member of the City's administrative staff might render assistance;
- H. As Washington Assistant the Consultant will counsel with the City regarding appearances by City personnel before Congressional committees and administrative agencies and will arrange for appointments and accommodations for City personnel as necessary;
- I. As Washington Assistant the Consultant will contact federal agencies on the City's behalf when City applications are under consideration by such

agencies and counsel the City to take whatever steps appear to be required to obtain the most favorable consideration of such applications;

- J. As Washington Assistant the Consultant will advise and consult with or otherwise make assistance available to such representatives of the private sector who are engaged in economic development activities as determined by the Mayor to be in the best interests of the City of Huntsville;
- K. In fulfilling his responsibilities under this Agreement, the Washington Assistant will act in the name of the City of Huntsville under the supervision of the Mayor.

II. Obligations of the City of Huntsville

- A. To advise the Consultant of the name or names of persons other than the Mayor authorized to request service and the person or persons to be kept advised by the Washington Assistant;
- B. To supply the Consultant with a summary of all federal programs in which the City is participating and advise the Consultant of any new applications filed, together with pertinent details as to the substance of such applications;
- C. To supply the Consultant with copies of budgets, planning documents, and regular reports of the Mayor and departments, Council agenda and proceedings, newspapers and other materials which will assist the Consultant in keeping current on City policies and programs;

III. The City of Huntsville and the Consultant concur that the following exclusions shall apply to this Agreement:

- A. The Consultant:
 - 1. Will not represent commercial or industrial establishments of the City in pursuit of federal business except in accordance with the provisions of Paragraph I, Subparagraph J, above;
 - 2. Will not, by virtue of this Agreement, represent other local government agencies in Huntsville except those which are instrumentalities or agencies of the City of Huntsville;
 - 3. Will not perform any legal, engineering, accounting or other similar professional service;

4. Will not directly or indirectly participate in or intervene in any local political campaign on behalf of or in opposition to any candidate for public office in the City.

IV. Compensation

The total cost of service will be \$68,200.00. This amount is payable in advance, in equal monthly installments of \$5,683.33 from October 1, 2013 to September 30, 2014.

V. Termination

Either party may terminate this Agreement at any time by giving the other at least sixty (60) days notice in writing of such termination.

IN WITNESS WHEREOF:

For the City of Huntsville

By: _____
Tommy Battle
Mayor

By: _____
Ralph Garboushian
CapitalEdge Strategies, LLC
1212 New York Avenue, NW Suite 250
202-842-5430

Federal Employer ID #: 27-0248027