

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: May 22, 2014

Action Requested By: Administration

Agenda Type: Resolution

Subject Matter:

Modification to Agreement with Direct Communications for consultant services.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Modification to Agreement between the City of Huntsville and Direct Communications, Inc.

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

Item to be considered for: Action

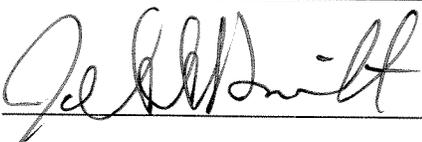
Unanimous Consent Required: No

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.

Associated Cost: \$154,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 5/21/2014

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: ~~Legal~~ *Admin*

Council Meeting Date: 5/22/2014

Department Contact: ~~Peter Joffrion~~ *Admin*
John Hamilton

Phone # 427-5026

Contract or Agreement: Consulting Agreement

Document Name: Modification to Agreement with Direct Communications, Inc.

City Obligation Amount: \$154,000

Total Project Budget: \$154,000

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating	<i>John Hamilton</i>	5-20-14
2) Legal	<i>[Signature]</i>	5-20-14
3) Finance <i>CC</i>	<i>[Signature]</i>	5/20
4) Originating	<i>John Hamilton</i>	5/21/2014
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Modification to the Agreement between the City of Huntsville and Direct Communications, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Modification to Agreement between the City of Huntsville and Direct Communications, Inc.," consisting of Two (2) pages, and the date of May 22, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and 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 22nd day of May, 2014.

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

APPROVED this the 8th day of May, 2014.

Mayor of the City of
Huntsville, Alabama

MODIFICATION TO AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND
DIRECT COMMUNICATIONS, INC.

STATE OF ALABAMA)
)
MADISON COUNTY)

MODIFICATION TO AGREEMENT
FOR CONSULTANT SERVICES

This Modification is made and entered into on this 22nd day of May, 2014, by and between Direct Communications, Inc., ("DCI"), 116 Jefferson Street, Huntsville, Alabama, 35801, and the City of Huntsville, a municipal corporation in the State of Alabama, ("City").

WHEREAS, the Parties entered into an agreement on January 9, 2014, as authorized by Resolution No. 14-36 of the City Council of the City of Huntsville, Alabama, for legislation consultant services; and

WHEREAS, the parties desire to amend the agreement by increasing the volume of services provided by DCI, and by increasing the compensation to DCI from City.

NOW, THEREFORE, in consideration of the mutual benefits accruing to both parties under this modification, the parties agree to amend paragraph 2 of the original agreement, to read as follows:

"2. City Responsibilities

City shall compensate DCI as follows for services rendered under this agreement:

- a. From January 1, 2014, through December 31, 2014, DCI shall be paid the total sum of One Hundred Fifty-Four Thousand Dollars (\$154,000), payable as follows: Beginning on January 15, 2014, and ending on May 15, 2014, DCI shall be paid the sum of \$7,000 per month. Beginning June 15, 2014, and ending December 15, 2014, DCI shall be paid the sum of \$14,000 per month.
- b. Any and all expenses incurred by DCI in the performance of its obligation under this contract shall be the sole responsibility of DCI. City shall not reimburse DCI for any such expenses."

IN WITNESS WHEREOF the parties hereto have caused this Amendment to be executed as of the date and year written above.

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

THE CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle, Mayor

ATTEST:

Charles E. Hagood
City Clerk-Treasurer

DIRECT COMMUNICATIONS, INC.

By: _____
Steve Raby
Its: President

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THE CITY OF HUNTSVILLE AND
DIRECT COMMUNICATIONS, INC.**

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By: _____
Tommy Battle, Mayor

ATTEST:

Charles E. Hagood
City Clerk-Treasurer

DIRECT COMMUNICATIONS, INC.

By: _____
Steve Raby
Its: President