

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Aug 13, 2015

Action Requested By: Administration

Agenda Type: Resolution

Subject Matter:

Agency Agreement with First Stop.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute an Agency Appropriation Agreement between the City of Huntsville and First Stop, Incorporated.

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

Item to be considered for: Action

Unanimous Consent Required: No

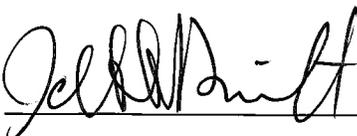
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

[Empty box for additional information]

Associated Cost: \$25,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 8/5/15

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 8/13/2015

Department Contact: Tommy Battle

Phone # 427-5000

Contract or Agreement: Agency Appropriation Agreement

Document Name: Agency Agreement with First Stop, Incorporated

City Obligation Amount: \$25,000

Total Project Budget: \$25,000

Uncommitted Account Balance:

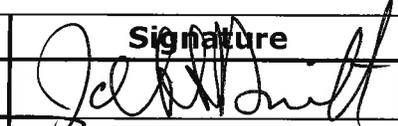
Account Number:

### Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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### Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		8/4/15
2) Legal		8-4-15
3) Finance		8/6
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 15-\_\_\_\_\_**

**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 an Agreement by and between the City of Huntsville and First Stop, Incorporated, 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 "AGENCY APPROPRIATION AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND FIRST STOP, INCORPORATED," consisting of two (2) pages, and the date of August 13, 2015, 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 13th day of August, 2015.

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

**APPROVED** this the 13th day of August, 2015.

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Mayor of the City of  
Huntsville, Alabama

**MASTER AGENCY APPROPRIATION AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE AND  
FIRST STOP, INCORPORATED**

STATE OF ALABAMA

COUNTY OF MADISON

**AGENCY APPROPRIATION AGREEMENT**

**THIS AGREEMENT**, made and entered into this 13th day of August, 2015, by and between FIRST STOP, INCORPORATED, hereinafter referred to as "AGENCY", and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "CITY".

**WITNESSETH:**

**WHEREAS**, the Agency provides services for the homeless which confer a public benefit of a reasonably general character; and,

**WHEREAS**, City desires to appropriate funds to Agency to assist with the provision of such services; and,

**WHEREAS**, the expenditure of funds appropriated by City to Agency for such services constitutes a legitimate public purpose; and,

**WHEREAS**, City and Agency acknowledge the receipt of good and valuable consideration supporting the terms and conditions of this agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. The term of this agreement shall begin on August 1, 2015, and end on September 30, 2015.

B. Agency will provide the services authorized by its charter, Articles of Incorporation, by-laws, or other applicable documents which govern the scope of its services.

C. City agrees to pay each Agency the sum of Twenty-Five Thousand Dollars (\$25,000.00) to deliver Agency's services, which shall be paid as directed by the City's Director of Finance.

D. The parties agree that the services provided by Agency serve a legitimate public purpose.

\_\_\_\_\_  
President of the City Council  
of the City of Huntsville, Alabama  
Date: \_\_\_\_\_

E. Agency agrees that it has no authority to obligate any City funds beyond those appropriated by City for this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on this the 13th day of August, 2015.

**CITY OF HUNTSVILLE, ALABAMA**

**BY:** \_\_\_\_\_  
Tommy Battle  
**ITS:** Mayor

**ATTEST:**

**By:** \_\_\_\_\_  
Charles E. Hagood  
**Its:** Clerk-Treasurer

**AGENCY**  
**FIRST STOP, INCORPORATED**

**BY:** \_\_\_\_\_  
**ITS:**

**WITNESS:**  
  
\_\_\_\_\_