

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 12/17/2015

Action Requested By:
Administration

Agenda Item Type
Resolution

Subject Matter:

[Empty box for Subject Matter]

Exact Wording for the Agenda:

Resolution authorizing the City of Huntsville to enter into an agreement with MOVE Digital for Social Media Strategy and Training.

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.

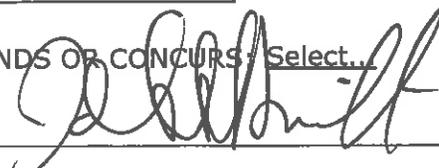
[Empty box for justification text]

Associated Cost: \$10,296.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____



Date: 12/16/2015

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 12/17/2015

Department Contact: Sharon King

Phone # 5004

Contract or Agreement: Agreement

Document Name: MOVE Digital

City Obligation Amount:

\$10,296.00 ✓

Total Project Budget:

\$10,296.00

Uncommitted Account Balance:

Account Number:

1000-10-00000-515070-00000000 ✓

Procurement Agreements

Not Applicable

Not Applicable

Grant-Funded Agreements

Not Applicable

Grant Name:

Department	Signature	Date
1) Originating	<i>[Signature]</i>	
2) Legal	<i>Mary Clates</i>	<i>12/11/2015</i>
3) Finance <i>CC</i>	<i>Maria Lopez</i>	<i>12/15/15</i>
4) Originating	<i>[Signature]</i>	
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 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 Move Digital, 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 MOVE Digital, consisting of nine (9) pages with the date of December 17, 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 17th day of December, 2015.

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

APPROVED this the 17th day of December, 2015.

Mayor of the City of
Huntsville, Alabama

Scope of Services

Department Consultations (30 one-hour consultations)

We will work with each department to create and execute a tactical plan for how, where and when to reach out on social media.

Training (one 1.5 hour session per quarter)

Social media is constantly changing and expanding. There are new tools, new sites, new platforms and new rules all the time. We'll help you know what is important and how to use it effectively.

Your Investment

Below is the budget we've estimated based on the scope of services outlined earlier in this proposal. If you have any questions about our pricing or need to increase or decrease the scope of work, please leave a comment and let us know.

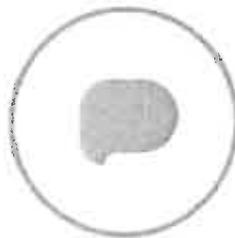
CORE BUDGET

Description	Price
Social Media Strategy and Training Annual project includes department consultations and quarterly training sessions	\$10,296



Why Us?

We're social people. Beyond getting invited to lots of parties, we understand how you can translate what may seem like the frivolous online interaction of your customers into engaging with them in a way that makes your brand more meaningful. We know who is where, what they're doing, and the best ways you can interact with them. It's like knowing the dress code for every occasion, the right wine to bring to dinner, and whether a rom-com or a thriller is the best choice for movie night. You don't want to crash their party, you want to be on the top of their VIP list.



CONSULTING AGREEMENT

The City of Huntsville, Alabama (the "Customer"), and Move Digital ("Move Digital") of Huntsville, Alabama (the "Consultant"), enter into this Consulting Agreement (the "Agreement") dated this [date] ("Effective Date").

IN CONSIDERATION OF the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. Services Provided.

The Customer hereby agrees to engage the Consultant to provide the Customer with services (the "Services") to include:

- Social Media Marketing Consultations- comprehensive analysis and recommendations for the City of Huntsville's social media program, ties to business outcomes and analytics, strategic planning, and tactical ideas in consultation with the Director of Communications (30 one-hour consultations)
- Social Media Team Training - group training with individuals in various departments utilizing or initiating social media platforms as scheduled by the Director of Communications (one 1.5 hour session per quarter)

2. Term of Agreement.

This Agreement will begin on the date of execution of the Agreement by the Customer and shall continue until September 30, 2015 (the "Term"). Customer will pay interest on late payments at an monthly interest rate of 1.5%. Payments shall be considered late if they are not received by Move Digital before the 10 of the month.

3. Compensation.

For the services rendered by the Consultant as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Consultant of \$858 per month. Services are billed at the beginning of the month for the service month, and the invoice shall be paid upon receipt. Checks should be made payable to "Move Digital." Customer will pay interest on late payments at an annual interest rate of 1.5%. Payments shall be considered late if they are not received by Move Digital before the 5th of the service month.

4. Confidentiality.

a. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

b. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement, so long as the information remains confidentially kept by Customer.

c. All written and oral information and material disclosed or provided by the Customer to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

5. Ownership of Materials and Intellectual Property.

All intellectual property and related material (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer, however Consultant shall have the right to use portions of the product for exemplary materials for advertising purposes, subject to the approval of the Customer . The use of the Intellectual Property by the Customer will not be restricted in any manner.

6. Return of Property.

Upon the expiration or termination of this Agreement, the Consultant will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

7. Capacity/Independent Contractor.

In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

8. Notice.

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

CUSTOMER

The City of Huntsville, Alabama
700 Monroe Street Huntsville , Alabama, 35801
Email: contact@huntsvilleal.gov

Move Digital
1300 Meridian Street, Suite A-19
Huntsville, Alabama, 35801
Email: social@movehsv.com

or to such other address as any Party may from time to time notify the other in writing.

9. Insurance.

The Consultant will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Consultant based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

10. Limitation of Liability.

It is understood and agreed that the Consultant will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT NEGLIGENCE, STRICT LIABILITY, LOSS OF DATA, LOSS OF USE, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT'S TOTAL LIABILITY TO CUSTOMER SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER HEREUNDER.

11. Other Provisions.

a. This contract shall be construed using the laws of the State of Alabama. For purposes of this agreement, sole and proper venue shall be the City of Huntsville, County of Madison, State of Alabama.

12. Modification of Agreement.

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

13. Entire Agreement.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

This constitutes the sole and entire agreement between the parties regarding the matters contained herein, and this agreement supersedes any and all other agreements between them. Waivers or modifications of this agreement, or of any covenant, condition, or limitation contained herein, are valid only if in writing duly executed by the parties.

14. Severability.

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

15. Waiver.

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Laurie Heard
President, Move Digital

Tommy Battle
Mayor, City of Huntsville

ATTEST:

Charles E. Hagood
Clerk-Treasurer