



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/27/2023

File ID: TMP-2874

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Paul Butler Presentations.

Resolution No.

Finance Information:

Account Number: 1000-41-41305-515370-00000000

City Cost Amount: \$ 12,500

Total Cost: \$ 12,500

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Contract with Paul Butler Presentations for a training class to be taught to HPD officers/supervisors

RESOLUTION NO. 23 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and Paul Butler Presentations, 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 "Agreement between the City of Huntsville and Paul Butler Presentations," consisting of two (2) pages, and the date of April 27, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 27th day of April, 2023.

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

APPROVED this the 27th day of April, 2023.

Mayor of the City of
Huntsville, Alabama

AGREEMENT

THIS AGREEMENT, made between the City of Huntsville (AL) Police Department (hereafter "AGENCY") and Paul Butler Presentations (hereafter "CONTRACTOR"),

WITNESSETH

That, in consideration of the mutual benefits and detriments identified herein, AGENCY and CONTRACTOR hereby agree as follows:

1. **Contractual Status.** CONTRACTOR will perform the services required herein as an independent contractor and will not thereby become an AGENCY employee.
2. **Time of Performance.** The agreed upon work will occur in the period commencing on June 5, 2023 and ending June 6, 2023.
3. **Scope of Work.** CONTRACTOR will provide two days of training on policing leadership to include two sessions on June 5, 2023 and two sessions on June 6, 2023. All training will occur in the Madison/Huntsville area at a location to be determined by AGENCY, which shall be permitted an unlimited number of attendees provided such attendees are employees of AGENCY.
4. **Compensation.** The AGENCY agrees to compensate the CONTRACTOR in the total lump sum amount of \$12,500.00 for the work specified above. Payment will be made at the conclusion of services or sooner if AGENCY chooses. The payment will be made only upon receipt of a written invoice from CONTRACTOR.
5. **Administration.** The Chief of Police of AGENCY will be the administrator for this contract and responsible for approving payment to the CONTRACTOR.
6. **Taxes.** The CONTRACTOR is an independent contractor and as such shall be responsible for all taxes; the AGENCY will not pay or withhold any taxes. The CONTRACTOR'S correct taxpayer identification number is provided below, with CONTRACTOR'S signature.

President of the City Council
Of the City of Huntsville, Alabama
Date: April 27, 2023

7. **Warranty.** CONTRACTOR warrants that all services provided under this Agreement will meet or exceed contemporary professional standards in law enforcement training and will hold AGENCY harmless for any liability that occurs as a direct result of CONTRACTOR'S proven negligence in this service provision. Otherwise, each party is responsible for their own liability exposures.
8. **Termination of Contract.** Either party may terminate this Agreement for any reason but only upon thirty (30) days written notice to the other party. Notices may be rendered to the AGENCY at its offices in Huntsville, AL and to the CONTRACTOR at PO Box 911, Aynor, SC 29511.
9. **Situs.** This Agreement shall be governed by the laws of Alabama and any suit for breach or enforcement of the contract shall be filed there.
10. **Assignment.** Work under this agreement may not be assigned or transferred by the CONTRACTOR, who must perform all work personally.
11. **Signatures.** The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

IN WITNESS WHEREOF, the AGENCY and the CONTRACTOR have executed this Agreement in duplicate originals, one for each party, this the 27th day of April, 2023.

FOR CONTRACTING AGENCY
CITY OF HUNTSVILLE POLICE DEPARTMENT

Mayor Tommy Battle

FOR CONTRACTOR
PAUL BUTLER PRESENTATIONS

Paul Butler
Paul Butler Presentations