



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 9/12/2024

**File ID:** TMP-4575

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**Department:** Administration

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing a Consulting Agreement between the City of Huntsville and AVO Communications, Inc.

Resolution No.

**Finance Information:**

**Account Number:** 1000-10-10200-515370-00000000

**City Cost Amount:** NTE \$40,000.00

**Total Cost:** \$40,000.00

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:**

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

**Additional Comments:**



**RESOLUTION NO. 24 - \_\_\_\_\_**

**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 the Madison County Commission, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as an Consulting Agreement between the City of Huntsville and AVO Communications consisting of three (3) pages with the date of September 12, 2024 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 12<sup>th</sup> day of September 2024.

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

**APPROVED** this the 12<sup>th</sup> day of September 2024.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama

**CONSULTING AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE  
AND AVO COMMUNICATIONS, INC.**

STATE OF ALABAMA       )  
COUNTY OF MADISON    )

**CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND AVO COMMUNICATIONS, INC.**

**THIS AGREEMENT** is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between AVO Communications, Inc., ("AVO") an Alabama corporation, and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. AVO shall provide technical support services to the City Administration. The scope of services to be performed by AVO shall include the following:

AVO will provide videography support services under the oversight, direction and editorial control of the City's Communications Office. Task assignments will be given on an "as needed" basis in writing. The City of Huntsville shall retain the sole right to the use, publication and trademark for the works or products created by AVO pursuant to this agreement. AVO acknowledges that the City from time-to-time desires to seek copyright registration protection for certain works of authorship created by the City, and to which AVO may make contributions in the form of copyrightable works of authorship. AVO agrees to assign, and hereby does assign, to the City, all right, title, and interest including all copyright rights, in and to any works of authorship it delivers to the City under this contract. To the extent AVO desires the right to thereafter use said works, the City hereby provides to AVO a royalty-free, non-exclusive, license to subsequently use, copy, and distribute, said works

2. AVO is hereby contracted as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on September 15, 2024 and continuing through September 14, 2025.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall pay AVO on a per job basis. The rate of pay for a Technical Director is Two Hundred Dollars (\$200.00) for the first two hours (guaranteed minimum) and Forty Dollars (\$40.00) per hour thereafter. The rate of pay for a Technical Assistant is One Hundred Fifty Dollars (\$150.00) for the first two hours (guaranteed minimum) and Forty Dollars (\$40.00) per hour thereafter. AVO shall invoice the City monthly for payment for services rendered pursuant to this Agreement and shall itemize the cost for each task. The City will remit payment to AVO in a timely manner upon its receipt of an invoice. The total amount paid by the City to AVO pursuant to this Agreement shall not exceed Forty Thousand Dollars (\$40,000.00).

6. AVO shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by it and used while performing services for the City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence and worker's compensation insurance as required by law.

7. AVO acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to it in connection with work performed pursuant to this agreement. AVO agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

8. This agreement constitutes the entire agreement between the parties.

9. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

10. AVO shall be responsible for providing all services, supplies, instruments of service, and facilities necessary for performing the task assignments and shall be compensated as set forth herein.

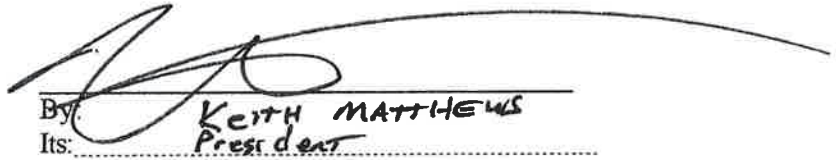
11. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

[SIGNATURE PAGE TO FOLLOW.]

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**AVO COMMUNICATIONS, INC.**

  
By: \_\_\_\_\_  
Its: KEITH MATTHEWS  
President

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

ATTEST:

\_\_\_\_\_  
Shaundrika Edwards  
Its: City Clerk

By: \_\_\_\_\_  
Tommy Battle  
Its: Mayor