



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/26/2023

File ID: TMP-3518

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Professional Service Agreement between the City of Huntsville and Pamela W. Deegear.

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: N/A

City Cost Amount: \$27,000

Total Cost: \$27,000

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: N/A

Address: N/A

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

Additional Comments:

Pamela Deegear will provide consultant, writing, and editing services as needed to the Planning Department for documents needed in the Alabama Choice Neighborhood Implementation Grant.

RESOLUTION NO. 23-

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between Pamela W. Deegar., and the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words similar to that certain document attached hereto and identified as “Professional Services Agreement between the City of Huntsville and Pamela W. Deegear,” consisting of two (2) pages, and the date 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 of the City of Huntsville, Alabama.

ADOPTED this the 26th day of October, 2023.

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

APPROVED this the 26th day of October, 2023.

Mayor of the City of Huntsville, Alabama

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND
PAMELA W DEEGEAR**

STATE OF ALABAMA)
COUNTY OF MADISON)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND PAMELA W. DEEGEAR**

THIS AGREEMENT is made and entered into on the 26th day of October, 2023, by and between Pamela W. Deegear, 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. Deegear shall provide services as a Consultant to the City Planning Department and shall provide professional services by providing writing and editing as needed to produce final documents for the Alabama Choice Neighborhood Implementation Grant. The scope of work and pricing is set out more fully in Exhibit A attached hereto.
2. Deegear is hereby contracted as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall she be entitled to any benefits of any kind while working for the City. Deegear is not deemed an employee of the City. During the term of this agreement, Deegear shall report to and receive task assignments from the City Planning Director or his designee.
3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
4. The City shall pay Deegear a Not to Exceed (NTE) amount of \$27,000 to perform the services set forth herein. The pricing schedule is described more completely in Exhibit A. Additional assignments above and beyond the scope of this contract will be priced separately pursuant to agreement between the parties. Because Deegear shall act in the capacity of an independent contractor, the City will not withhold from payments to be made to her any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Deegear expressly acknowledges and agrees that she is solely responsible for the payment of all income and other taxes for sums received by her pursuant to this Agreement.
5. Deegear acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Deegear 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.

6. This Agreement constitutes the entire agreement between the parties.

7. 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.

8. 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 parties hereto have executed this agreement on the day and year first above written.

Pamela W. Deegear

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

ATTEST:

By: _____
Shaundrika Edwards
ITS: Clerk

BY: _____
Tommy Battle
ITS: Mayor