

RESOLUTION NO. 22 - _____

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 Randy Means & Associates, Inc., 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 Randy Means & Associates, Inc." consisting of two (2) pages, and the date of April 14, 2022, 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-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 14th day of April, 2022.

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

APPROVED this the 14th day of April, 2022.

Mayor of the City of
Huntsville, Alabama



AGREEMENT

THIS **AGREEMENT**, made between the City of Huntsville (AL) Police Department (hereafter "**AGENCY**") and Randy Means & Associates, LLC (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 27, 2022, and ending July 1, 2022.
3. **Scope of Work.** **CONTRACTOR** will provide five days of training on constitutional policing: two, two-day programs for officers and their leaders and a one-day program for leaders on related management issues. 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** and take up no more than half the seating space in the training site to be determined. The Madison (AL) Police Department (MPD) is sharing "50/50" in this project, will be utilizing the other half of the seating, and will be paying half of its cost.
4. **Compensation.** The **AGENCY** agrees to compensate the **CONTRACTOR** in the total lump sum amount of \$6,000.00 for the work specified above. (The MPD is paying **CONTRACTOR** a like amount.) 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.
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.

President of the City Council
Of the City of Huntsville, Alabama
Date: April 14, 2022



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 1100 Lovering Ave. Suite 1406, Wilmington, Delaware 19806.
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.

IN WITNESS WHEREOF, the **AGENCY** and the **CONTRACTOR** have executed this Agreement in duplicate originals, one for each party, this the 14th day of April, 2022.

**FOR CONTRACTING AGENCY
CITY OF HUNTSVILLE POLICE DEPARTMENT**

Mayor Tommy Battle

**FOR CONTRACTOR
RANDY MEANS & ASSOCIATES, LLC**

**Randolph B. Means
Principal and Sole Proprietor
Taxpayer I. D. Number 239-86-4301**



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/14/2022

File ID: TMP-1443

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville and Randy Means & Associates, Inc.

Resolution No.

Finance Information:

Account Number: 1000-41-41305-515790-00000000

City Cost Amount: \$ 6,000.00

Total Cost: \$ 6,000.00

Special Circumstances:

Grant Funded: \$

Grant Title - CFDA or granting Agency: Click or tap here to enter text.

Resolution #: Click or tap here to enter text.

Location:

Address:

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

Additional Comments:

Agreement between the Huntsville Police Department and Randy Means & Associates, Inc. for advanced command staff training

