

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 Direct Communications which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as a Agreement between the City of Huntsville and 535 Group LLC consisting of four (4) pages with the date of October 10, 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 10th day of **October 2024**.

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

APPROVED this the 10th day of **October 2024**.

Mayor of the City of Huntsville, Alabama

535 GROUP LLC
800 North Capitol Street, NW
Suite 800
Washington DC 20002

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND 535 Group, LLC

THIS AGREEMENT is made and entered into on this the 1st day of January, 2025 between 535 Group LLC and the City of Huntsville, Alabama, a municipal corporation (the "City").

WHEREAS, the City is interested in promoting its growth and industrial and economic development and desires to have its interests represented in the legislative and executive branches of the federal government, and,

WHEREAS, 535 Group LLC has unique experience and expertise related to the legislative and executive branches of the federal government and is willing to provide certain services to the City.

NOW, THEREFORE, in consideration of the wishes of both parties to enter into a mutually beneficial agreement, the parties hereto agree as follows:

1. 535 Group LLC Responsibilities
 - A. 535 Group LLC, primarily through its representative, Robert "Bud" Cramer, shall provide the following services to the City:
 1. Provide technical and strategic advice to assist City in securing support and funding for transportation infrastructure projects;
 2. Provide technical and strategic advice to the City for the ongoing development of the Plan for Federal Funding for City projects, including transportation infrastructure, water, sewer, criminal justice and others through federal legislative funding sources. This service can include contact with appropriate Federal Agencies, Departments, and representatives of said Agencies and Departments;
 3. Provide strategic advice and support for the City in relation to the ongoing implementation of the BRAC transfer and assist in pursuing potential and additional federal jobs;
 4. Assist City in pursuing opportunities that would lead to the growth and development of Department of Defense, NASA, and other

related federal activities in Huntsville;

5. Assist City in the preservation and protection of existing Department of Defense, NASA, and other federal operations in Huntsville;
6. Work with members of the Alabama Legislative Delegation and their respective staff members as well as key members of the U.S. Congress and their respective staff members to maximize support for needed projects; and,
7. Assist City in pursuing additional jobs for Huntsville.

B. 535 Group LLC shall communicate directly with City's Mayor as needed to report on issues covered by the scope of this agreement.

C. 535 Group LLC will not engage in any direct lobbying of any Member of Congress.

2. City Responsibilities

City shall compensate 535 Group LLC as follows for services rendered under this Agreement:

A. From January 1, 2025, through December 31, 2025, 535 Group LLC shall be paid the total sum of One Hundred Eight Thousand Dollars (\$108,000.00), payable in Twelve (12) equal monthly installments of Nine Thousand Dollars (\$9,000) each, beginning on January 1, 2025, with the last such installment due on December 31, 2025.

B. Any and all expenses incurred by 535 Group LLC in performance of its obligations under this contract shall be the sole responsibility of 535 Group LLC. City shall not reimburse 535 Group LLC for any such expenses.

3. Term

This Agreement shall commence on the 1st day of January, 2025, and will continue until the 31st day of December, 2025, except that City reserves the right to terminate this agreement, in its sole discretion and without cause, on thirty (30) days' notice.

4. Confidentiality

535 Group LLC understands and acknowledges that it may become privy to certain confidential information as a result of its representation of the City. FTI Consulting

(Government Affairs), LLC hereby agrees it will not divulge such confidential information, except in accordance with government reporting requirements.

5. Conflict of Interest

535 Group LLC agrees not to represent, either directly or indirectly, any person or entity concerning issues or legislation which are adverse to the interests of the City, during the term of this Agreement.

6. Reporting Requirements

535 Group LLC shall comply with all applicable laws, statutes, codes or regulations concerning its activities conducted pursuant to this Agreement.

7. Assignment

535 Group LLC shall not assign this Agreement without prior written consent of the City.

8. Amendment

535 Group LLC acknowledges that it may be beneficial to City to modify the scope of this agreement during the term identified hereinabove and agrees to cooperate with City in providing a scope of services that serves City's best interests in the event that additional opportunities, initiatives, or issues, arise which necessitate a modified approach.

9. Integration

This Agreement constitutes the entire agreement between the parties and cannot be altered or amended except in writing and signed by both parties. The rights and obligations of this Agreement shall extend to and be binding upon the parties and their successors and assigns.

10. Any notice required of either party shall be addressed as follows:

FTI Consulting (Government Affairs), LLC:
Robert "Bud" Cramer
535 Group LLC
800 North Capitol Street, NW
Washington, DC 20002

City:
Mayor Tommy Battle
City of Huntsville
P.O. Box 308
Huntsville, Alabama 35804

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed as of the date and year written below.

THE CITY OF HUNTSVILLE,
ALABAMA,
a municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Shaundrika Edwards
Its: City Clerk

535 Group, LLC

By: _____
Robert "Bud" Cramer
Its: President

WITNESS:

By: _____