

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services is made by and between the **City of Madison, Alabama, a municipal corporation**, located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as “City,” and **Traci R. Gillespie**, 214 Teakwood Drive, SW Huntsville, AL 35801, hereinafter referred to as “Consultant.”

WITNESS TO:

WHEREAS, the City of Madison has sought professional services for researching and maximizing various Federal and State of Alabama funding opportunities for the City; and

WHEREAS, Consultant is a unique provider of the services required for such researching maximizing these funding opportunities; and

WHEREAS, the City desires to avail itself of Consultant's unique abilities and services and Consultant desires to provide same to City;

NOW, THEREFORE, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree as follows:

SECTION ONE: SERVICES TO BE PROVIDED

- A. Pursuant to the provisions of this Agreement, Consultant will provide the following services to City:
- Creating an actionable plan for maximizing State of Alabama funding opportunities through researching and developing relationships with those responsible for providing those funding opportunities.
 - Creating an actionable plan for maximizing Federal government funding opportunities through researching and developing relationships with those responsible for providing those funding opportunities.
 - Supporting the Mayor’s office and the City of Madison through efforts with the Huntsville-Madison Chamber of Commerce, Huntsville/Madison Convention & Visitors Bureau, the North Alabama Industrial Development Association, the North Alabama International Trade Association, TVA and other economic development generators.
 - Supporting the Mayor’s office with Big 10 Mayor’s meeting opportunities, along with other intergovernmental associations with whom we can partner. Also, interface with department heads within the city, to determine specific needs or opportunities.
 - Assisting the Mayor’s communications officers in identifying possible media and public affairs opportunities.
 - Other possible economic development support as required.

SECTION TWO: FEE/EXPENSE STRUCTURE/TERM

Consultant's fee shall be **one hundred dollars (\$100.00) per hour**, and the total compensation for services rendered by Consultant pursuant to the services to be provided in Section One shall not exceed **ten thousand dollars (\$10,000.00)** over the six (6) month term of this Agreement. Consultant shall invoice City upon completion within thirty (30) days of performance of her services. Consultant may be reimbursed for expenses subject to the approval of the Mayor.

SECTION THREE: TERMINATION

This Agreement may be terminated by either party, with or without cause, upon the provision of thirty (30) days' notice to the other party. In the event of termination, Consultant shall be entitled to payment for services rendered as of the date of termination.

SECTION FOUR: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed and it is the intent of the parties that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. It is further mutually understood and agreed that employees of Consultant are not nor shall they be deemed to be employees of City and that employees of City are not nor shall they be deemed to be employees of Consultant.

SECTION FIVE: ENTIRE AGREEMENT: WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of the services outlined herein, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by duly authorized representatives of Consultant and City. This Agreement supersedes all other agreements between the parties.

SECTION SIX: GOVERNING LAW

This Agreement shall be governed by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,
a municipal corporation**

Attest:

By: _____
Paul Finley, Mayor

Lisa Thomas, City Clerk-Treasurer

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

Traci R. Gillespie

By: _____
Traci R. Gillespie, sole proprietor

Date: _____

STATE OF ALABAMA §
 §
COUNTY OF MADISON §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Traci R. Gillespie and who was made known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the _____ day of _____, 2023.

Notary Public