

Request for City Council Action

Date: June 14, 2016

Agenda Section: Consent No.	Originating Department: City Manager
Item: Resolution authorizing the City Manager to execute a consultant contract with RayGun, LLC, to coordinate the City’s 2017 eclipse planning. No. 5.11	Approved:

Background:

On August 21, 2017, the sun will slide into the earth’s shadow and cause the first total solar eclipse over the continental United States for the first time since 1979. A second solar eclipse will occur just seven years later, on April 8, 2024. Remarkably, the centerlines of totality for both eclipses intersect at a point just two miles south of the City of Carbondale at Cedar Lake, distinguishing our region as the Eclipse Crossroads of America.

Thousands of scientists and amateur eclipse enthusiasts are expected to visit Carbondale for the 2017 eclipse. Initial estimates predict that as many as 50,000 people could visit Carbondale. The eclipse occurs the same weekend that students move-in for the 2017 fall semester at SIUC. In addition, SIUC is actively marketing Carbondale as the “Eclipse Crossroads of America” and is planning a number of educational and entertainment events leading up to totality. Collectively, these issues present potential logistical challenges that warrant the use of a dedicated coordinator to insure that visitors and residents enjoy a peaceful, and well-planned eclipse event.

Recommended Action:

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a consultant agreement with RayGun, LLC to coordinate the City’s 2017 eclipse planning.

Engineering Approval Obtained	Finance Approval Obtained	Legal Approval Obtained	Approval Obtained	Manager's Approval Obtained
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Council Action: Motion by _____ 2nd by _____ to _____

RESOLUTION NO. 2016-R-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT AGREEMENT WITH RAYGUN, LLC FOR ECLIPSE COORDINATOR

WHEREAS, the City of Carbondale, Illinois, is a municipal corporation created under the laws of the State of Illinois; and

WHEREAS, the City of Carbondale, Illinois, is a home rule unit of local government under the Illinois Constitution, 1970, Article VII, Section 6; and

WHEREAS, pursuant to Article VII, Section 6(a), of the Illinois Constitution, 1970, the City of Carbondale may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public, health, safety, morals and welfare; and

WHEREAS, On August 21, 2017 the City of Carbondale will be the focal point for a rare full solar eclipse, City staff expects there to be a large number of visitors to town in the days leading up to the solar eclipse; and

WHEREAS, it is necessary to have a coordinator on a temporary basis be the main contact person for matters related to the solar eclipse; and

WHEREAS, RayGun, LLC is a company in the Carbondale area, and is operated by Diane Regan who is a lawyer, and has twenty years of experience with community planning; and

WHEREAS, it is in the best interest of the City of Carbondale to enter into a consultant agreement with RayGun, LLC for FY17 and FY18 to be the City's solar eclipse coordinator.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARBONDALE, ILLINOIS, AS FOLLOWS:

SECTION 1. That the City Council deems it is in the best interest of the citizens of the City of Carbondale to enter into a consultant agreement with RayGun, LLC for FY17 and FY18 to be the City's coordinator.

SECTION 2. That the City Manager is authorized to enter into an Agreement with RayGun, LLC, as the coordinator for the City's preparation for the Solar Eclipse event on August 21, 2017.

SECTION 3. That the City Manager and Staff are hereby authorized to take any and all necessary, reasonable and proper actions to carry out the intent and purpose of this Resolution.

SECTION 4. That this Resolution be spread at length upon the minute records of the City Council of the City of Carbondale, Illinois.

SECTION 5. That this Resolution shall take effect upon its passage, approval, recording, and publication in pamphlet form in accordance with law.

APPROVED: _____
John M. Henry, Mayor

ATTEST: _____
Jennifer R. Sorrell, City Clerk

APPROVED AS TO LEGALITY AND FORM:

Lenoard "Jamie" Snyder, City Attorney

CONTRACT

This agreement made and entered into this ____ day of _____, 2016, by and between the City of Carbondale, Illinois, hereinafter designated as "the City," and **RayGun Group LLC**, of Carbondale, Illinois, hereinafter designated as "the Consultant," HEREBY AGREE TO THE FOLLOWING:

I. Duties of the Consultant

The consultant hereby agrees to coordinate the Eclipse Crossroads of America preparedness hereinafter designated "the Event" on behalf of the City, to include the following tasks:

- (1) The Consultant will work under the direction of the City Manager to coordinate all Event-related planning and marketing activities.
- (2) The Consultant will serve as the City's primary point of contact for all internal and external coordination with key stakeholders and decision makers that may include, but is not limited to; Southern Illinois University; Carbondale school districts; Carbondale Park District; Illinois Department of Commerce and Economic Opportunity; State of Illinois; local, state, and federal legislative offices; Southern Illinois Mayor's Association; state, local, and regional tourism associations; state, local, and regional planning agencies; and all other agencies and organizations as needed to coordinate planning and marketing of the City's Event programming .
- (3) The Consultant will collaborate with the Director of Carbondale Tourism and the City to address issues including, but not limited to, transportation, accommodations, parking, public safety, emergency preparedness, economic development, community development, special event planning, marketing, and other issues as identified as it relates to the Event.
- (4) The Consultant will work part-time through fiscal year 2017 and then full-time after the start of fiscal year 2018.

II. INDEPENDENT CONTRACTOR

2.1 Independent Contractor. Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Company. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Company in any manner without the prior express written authorization from an officer of the Company.

2.2 Taxes. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the City on behalf of Consultant or his/her employees. Consultant understands that he/she is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the City, properly document to the Company that any and all federal and state taxes have been paid.

2.3 Benefits. Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the City. No workers' compensation insurance shall be obtained by the City covering Consultant or Consultant's employees.

III. COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation. The City shall pay to Consultant \$55.00 per hour for services rendered to the City under this Agreement. The compensation shall be paid on the first of the month following the month the services were provided. The monthly compensation shall be paid for the actual hours worked, and the Consultant shall maintain a hourly work log. The Consultant’s proposal is based on the Consultant working fifteen (15) hours per week part-time during City fiscal year 2017, and working forty (40) hours per week full-time during City fiscal year 2018.

3.2 Reimbursement. The Company agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditures. Expenses incurred by Consultant will be reimbursed by the City within 30 days of Consultant’s proper written request for reimbursement.

IV. DUTIES OF THE CITY

In consideration of the agreements on the part of the Consultant, the City agrees to:

1. Provide full cooperation by City staff and employees as may be necessary to complete the assigned tasks.
2. Provide the necessary support and facilities as needed.
3. Pay the Consultant within 30 days after submission of monthly invoices for amount due for the services rendered.

V. TERM

This agreement shall run from the date entered until August 30, 2017.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

RayGun Group, LLC,

CITY OF CARBONDALE:

By: _____

By: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

Date:

Date: