

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 4/11/2013

Action Requested By:
Planning

Agenda Item Type
Resolution

Subject Matter:

Consulting Agreement Between the City of Huntsville and Ralph Allen

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Consulting Agreement Between the City of Huntsville and Ralph Allen as a consultant for the Historic Preservation Commission

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: \$15,360

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 4/3/2013

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: Planning

Council Meeting Date: 4/11/2013

Department Contact: Kimberly Gosa

Phone # 427-5115

Contract or Agreement: Agreement

Document Name: Consulting Agreement Between the COH and Ralph Allen

City Obligation Amount: \$15,360

Total Project Budget:

Uncommitted Account Balance:

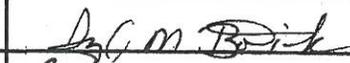
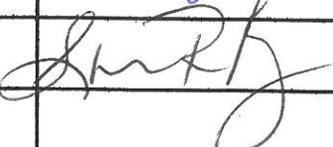
Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating		4-3-13
2) Legal		4-3-13
3) Finance 		4/4/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		4/8/13
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with Ralph Allen, 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 "CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND RALPH ALLEN", consisting of three(3) pages, and the date of April 11, 2013, 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 11th day of April, 2013.

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

APPROVED this the 11th day of April, 2013.

Mayor of the City of Huntsville,
Alabama

**CONSULTING AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND RALPH H. ALLEN**

STATE OF ALABAMA)
COUNTY OF MADISON)

**CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND RALPH ALLEN**

THIS AGREEMENT is made and entered into on the 11th day of April, 2013, by and between Ralph H. Allen, an individual, ("Allen") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH:

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Allen shall serve as a Consultant to the City's Historic Preservation Commission and shall provide professional services in the position of Historic Preservation Consultant. The scope of services to be performed by Allen include advising the Huntsville Historic Preservation Commission regarding state and federal laws and city ordinances related to historic preservation. Allen's duties as Historic Preservation Consultant shall further include the following:

- Review applications submitted to the Huntsville Historic Preservation Commission for compliance with applicable laws and regulations prior to their being placed on the Commission's agenda.
- Provide recommendations to the Commission for approval or denial based on the Commission's adopted regulations and design guidelines.
- Assist the Commission with agenda development.
- Attend Commission meetings.
- Keep regular office hours on the week application submittals are due. Office hours shall be approved by the Director of the City's Inspection Department.
- Participate in yearly historic preservation training for Commission members.
- Prepare presentation material for the Commission and City website
- Review and recommend modifications to the HHPC Design Guidelines, as necessary

2. Allen is hereby employed as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall he be entitled to any benefits of any kind while working for the City. Allen is not deemed an employee of the City. During the term of this agreement, Allen shall report to the Director of the City's Inspection Department.

3. The term of this contract shall be for a period of one year commencing on April 14, 2013. The City shall have the option of extending the contract one or more times on an

City Council President

April 11, 2013
Date

annual basis. Such option to extend shall be exercised in writing by the Mayor. The contract may not be extended past April 14, 2015.

4. This contract may be terminated by either party upon fourteen (14) days written notice being provided to the other party.

5. During the term of this contract, Allen shall establish office hours at the City's Administration Building or Public Services Building to be approved by the Mayor. Allen shall be paid a fee of Forty Dollars (\$40.00) per hour with the total payment not to exceed the amount of One Thousand Two Hundred and Eighty Dollars (\$1280.00) per month. Because Allen shall act in the capacity of an independent contractor, the City will not withhold from payments to be made to him any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Allen expressly acknowledges and agrees that he is solely responsible for the payment of all income and other taxes for sums received by him pursuant to this Agreement. Allen shall invoice the City monthly for payment for services rendered pursuant to this Agreement. The City will remit payment to Allen in a timely manner upon its receipt of an invoice.

6. During the term of this Agreement, the City shall provide Allen office space in the City's Administration Building or Public Services Building, office furniture, access to computer and telephone service, and a parking space at a location determined by the City's Director of Parking and Public Transit. The City shall also provide mileage reimbursement to Allen for travel in his personal vehicle. Reimbursement shall be at the Internal Revenue Service rate in effect at the time the travel is incurred.

7. Allen shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by him and used while performing services for City with minimum limits of \$500,000 per occurrence. The said insurance shall be written so as to cover Allen when he is performing the services set forth in this agreement.

8. Allen acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to him in connection with his work pursuant to this agreement. Allen 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.

9. This agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

[Signatures follow on the next page.]



Ralph H. Allen, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Charles E. Hagood
ITS: Clerk-Treasurer