

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Landscape Management Council Meeting Date: 9/26/2013

Department Contact: Joy H. McKee Phone # 256-427-5048

Contract or Agreement: CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLEAN...

Document Name: CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLEAND LIN...

City Obligation Amount: \$45,000

Total Project Budget: \$45,000

Uncommitted Account Balance: 0

Account Number: 01-7100-0511-5211

Procurement Agreements

<u>Title 41</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name: <input style="width: 95%;" type="text"/>
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Department	Signature	Date
1) Originating	<i>Joy H. McKee</i>	9-18-13
2) Legal	<i>Phyllis Cotes</i>	9-18-13
3) Finance	<i>[Signature]</i>	9/20
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/26/2013

Action Requested By:
Landscape
Management

Agenda Item Type
Resolution

Subject Matter:

City of Huntsville and Linda Hardee.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a consulting agreement between the City of Huntsville and Linda Hardee.

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.

[Empty box for providing details on why the action is required, recommended, and what Council action will provide, allow, and accomplish.]

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Joy McKee

Date: 9/18/2013

CITY OF HUNTSVILLE
JUSTIFICATION FOR EXEMPTION FROM COMPETITIVE BIDDING
Rev 02/22/2013

DATE: September 26, 2013
FROM: Landscape Management
TO: Procurement Services

Title 41 Section 16 of the Code of Alabama 1975 as amended requires a competitive bid for contracts whose value exceeds \$15,000.00. Under exceptional circumstances, such contracts may be awarded without bidding. Because these circumstances are quite specific, we have a duty to justify, document, and memorialize such cases to firmly establish that a claim for exemption is in accordance with the law:

- **VENDOR:** Linda Hardee
- **PRODUCT/SERVICE:** Consulting Services
- **ESTIMATED EXPENDITURE:** \$45,000

This procurement is exempt from competitive bid because it is a contract for:

Professional Services

1. professional services involving an attorney, physician, architect, teacher, superintendent of construction, artist, appraiser, engineer, consultant, certified public accountant, public accountant, or other individual possessing a high degree of professional skill where the personality of the individual plays a decisive part as provided in §41-16-51(a)(3)

Impossible to Compete

2. purchase of personal property which by its very nature is impossible to award by competitive bidding. as provided in §41-16-51(a)(13)

Security or Safety

3. services or purchase of product related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures as provided in §41-16-51(a)(15)

Sole Source

4. services or a product having only one vendor or supplier as provided in §41-16-51(a)(13)

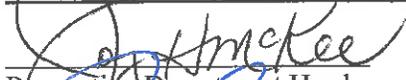
Cooperative Purchasing Program

5. services or purchase of a product offered through a national or regional governmental cooperative purchasing program approved by the Alabama Department of Examiners of Public Accounts. provided in §41-16-51(a) (16) (Currently US Communities or NJPA)

Other

6. other exempt item not specifically listed above:

Attach requesting department justification and supporting vendor statements to this page.


Requesting Department Head


Procurement Supervisor


Legal Department

Department


Finance Director

Mayor or Administrator

RESOLUTION NO 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Consulting Agreement by and between the City of Huntsville and Linda Hardee on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that certain document attached hereto and identified as "Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and Linda Hardee," consisting of two(2) pages and the date of September 26th, 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 26th day of September , 2013.

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

APPROVED this the 26th day of September , 2013.

Mayor of the City of
Huntsville, Alabama

**CONSULTING AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND LINDA HARDEE**

STATE OF ALABAMA)
COUNTY OF MADISON)

**CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND LINDA HARDEE**

THIS AGREEMENT is made and entered into on the 26th day of September, 2013, by and between Linda Hardee, an individual, (“Hardee”) 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. Hardee shall serve as a Consultant to Landscape Management and shall provide professional services in the position of Educator at the Hays Nature Preserve. The scope of services to be performed by Hardee include assisting Joy McKee, Director of Landscape Management. Hardee’s duties as Educator shall further include the following: conducting approved educational programs for Operation Green Team, reporting required data to Operation Green Team regarding educational activities, assisting when needed with special events conducted by Operation Green Team.

2. Hardee 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 she be entitled to any benefits of any kind while working for the City. Hardee is not deemed an employee of the City. During the term of this agreement, Hardee shall report to the Joy McKee.

3. The term of this contract shall be for a period of one (1) year commencing on September 27, 2013.

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, Hardee shall establish office hours at the Hays Nature Preserve to be approved by Joy McKee. Hardee shall be paid a fee of Twenty Five Dollars (\$25.00) per hour. Because Hardee shall act in the capacity of an independent contractor, the City will not withhold from payments to be made to her any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Hardee expressly acknowledges and agrees that she is solely responsible for the payment of all income and other taxes for sums received by her pursuant to this Agreement. Hardee shall invoice the City monthly for payment for services rendered pursuant to this Agreement. The City will remit payment to Hardee in a timely manner upon its receipt of an invoice.

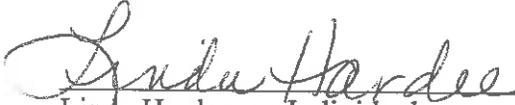
6. During the term of this Agreement, the City shall provide mileage reimbursement to Hardee for travel in her personal vehicle. Reimbursement shall be at the Internal Revenue Service rate in effect at the time the travel is incurred. Hardee shall be reimbursed only for mileage incurred in the performance of her duties and not for her commute to and from her workplace.

7. Hardee shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence. The said insurance shall be written so as to cover Hardee when she is performing the services set forth in this agreement.

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


Linda Hardee, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

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