CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 12/19/2013

Action Requested By:
Traffic Engineering

Agenda Item Type
Resolution

Subject Matter:

Consulting Agreement with Jo Somers

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement for Consulting Services between the City of Huntsville and Jo Somers

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.

Agreement provides for professional engineering consulting services.

Associated Cost: 52,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: R.P. Kram

Date: 11/26/2013

revised 4/13/2011

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Traffic Engineering** Council Meeting Date: **12/19/2013**

Department Contact: **Melinda Mills** Phone # **256-427-5563**

Contract or Agreement: **Contract**

Document Name: **Consulting Agreement with Jo Somers**

City Obligation Amount: **52,000**

Total Project Budget:

Uncommitted Account Balance:

Account Number: **23-6400-0813-8163**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating		11-27-13
2) Legal		12-11-13
3) Finance CC		12/13/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

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 an Agreement by and between the City of Huntsville and Jo Somers, 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 "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JO SOMERS" consisting of three (3) pages and the date of December 19,2013 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 _19th ___ day of _December_____, 2013.

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

APPROVED this the _19th __ day of ___December_____, 2013.

_____
Mayor of the City of Huntsville,
Alabama

CONSULTING AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND JO SOMERS

STATE OF ALABAMA)
COUNTY OF MADISON)

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JO SOMERS

THIS AGREEMENT is made and entered into on the 19th day of December, 2013, by and between Jo Somers, an individual, ("Somers") 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. Somers shall be employed by the City of Huntsville as a Consultant to the City's Department of Traffic Engineering and shall perform all services in accordance with Attachment "A". Somers shall provide professional traffic consulting services including but not limited to advising. Somers 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 City. Somers is not deemed an employee of the City.

2. The term of this contract shall be for a period of one (1) year commencing on the date written above with the extension of time allowed by additional council action.

3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

4. During the term of this contract, Somers shall work when requested by the Department of Traffic Engineering and shall be paid based upon the following rates with the total sum of compensation during the term of this Agreement not to exceed the sum of $52,000:
   Hourly Rate: $50.00 per hour

_____
President of the City Council of
the City of Huntsville, Alabama
Date: 12/19/2013

5. During the term of this contract Somers shall report to the Director of Traffic Engineering.

6. Somers shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by Somers and used while performing services for City with minimum limits of $100,000 for personal injury; $25,000 property damage; and $300,000 per occurrence.

7. Because Somers shall act in the capacity of an independent contractor, the City will not withhold from payments to be made to Somers any sums for income tax, unemployment insurance, social security, or any other tax or withholding. Somers 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. Somers shall invoice the City monthly for payment for services rendered pursuant to this Agreement. The City will remit payment to Somers in a timely manner upon its receipt of an invoice.

8. Somers 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. Somers agrees that she shall not 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.

_____
Jo Somers, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

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

ATTACHMENT "A"

1. The review and approval of Geometric Design of Economic Development Site Plans submitted to the City.

2. Field review and engineering advice including cost estimates of infrastructure needs resulting from annexation and anticipated zoning of properties proposed for annexation into the City of Huntsville.

3. Civil engineering advice related to Congestion Reduction Projects for implementation by the Traffic Engineering Division.

4. Professional engineering and citizen contact for traffic calming and management oversight of the citywide Bicycle and Pedestrian Safety and Mobility Program.

5. Other related planning and preliminary engineering design and advice as requested by the Director of Traffic Engineering.

6. Engineer Somers from time to time may provide professional services to other engineering firms; any design services provided by those firms to the City or submitted to the City for approval will not be reviewed by Somers. Somers will disclose in writing any conflict specified in this section.