

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Landscape Management

Council Meeting Date: 8/14/2014

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 HUNTSVILLE AND CA...

City Obligation Amount: \$23,000

Total Project Budget: \$23,000

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>	<u>Grant Name:</u>
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Department	Signature	Date
1) Originating	<i>Joy McKee</i>	8-1-14
2) Legal	<i>Phyllis Clarke</i>	8-5-14
3) Finance <i>CC</i>	<i>HJ</i>	8/6
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: 8/14/2014

Action Requested By:
Landscape
Management

Agenda Item Type
Resolution

Subject Matter:

City of Huntsville and Carol English.

Exact Wording for the Agenda:

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

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

Item to be considered for: Action

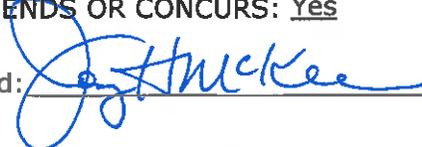
Unanimous Consent Required: No

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:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 8/1/2014

CITY OF HUNTSVILLE
JUSTIFICATION FOR EXEMPTION FROM COMPETITIVE BIDDING

Rev 02/22/2013

DATE: August 14, 2014

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:** Carol English
- **PRODUCT/SERVICE:** Consulting Services
- **ESTIMATED EXPENDITURE:** \$23,000

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


Department

Procurement Supervisor

Finance Director

Legal Department

Mayor or Administrator

RESOLUTION NO 14-_____

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 Carol English 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 Carol English," consisting of two(2) pages and the date of August 14th, 2014, 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 14th day of August _____, 2014.

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

APPROVED this the 14th day of August _____, 2014.

Mayor of the City of
Huntsville, Alabama

**CONSULTING AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND CAROL ENGLISH**

STATE OF ALABAMA)
COUNTY OF MADISON)

**CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND CAROL ENGLISH**

THIS AGREEMENT is made and entered into on the 14th day of August, 2014, by and between Carol English, an individual, (“English”) 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. English 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 English includes assisting Joy McKee, Director of Landscape Management. English’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. English 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. English is not deemed an employee of the City. During the term of this agreement, English shall report to the Joy McKee.
3. The term of this contract shall be for a period of one (1) year commencing on August 15, 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, English shall establish office hours at the Hays Nature Preserve to be approved by Joy McKee. English shall be paid a fee of Twenty Five Dollars (\$25.00) per hour. The total amount paid to English pursuant to this Agreement shall not exceed Twenty-three Thousand Dollars (\$23,000.00) per year. Because English 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. English 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. English shall invoice the City monthly for payment for services rendered pursuant to this

Agreement. The City will remit payment to English in a timely manner upon its receipt of an invoice.

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

7. English 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 English when she is performing the services set forth in this agreement.

8. English 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. English 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.

Carol English, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

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