CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jun 11, 2015

Action Requested By: Landscape Management

Agenda Type: Resolution

Subject Matter:

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and James Ssemambo.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Consulting Agreement between the City of Huntsville and James Ssemambo.

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

Item to be considered for: _____

Unanimous Consent Required: _____

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.

This resolution will allow Mr. Ssemambo and the City of Huntsville to come to an agreement for him to be retained as a contractor for the Hays Nature programs.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Brian R. Walker

Date: 6-1-15

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Landscape Management** Council Meeting Date: **6/11/2015**

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 JAM...**

City Obligation Amount: **$50,000**

Total Project Budget: **$50,000**

Uncommitted Account Balance: **0**

Account Number: **01-7100-0511-5211**

Procurement Agreements

Not Applicable	**Select...**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating	Brian R. Walker	5-19-15
2) Legal	Mary Clayton	6-3-15
3) Finance		6/3
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO 15-_____

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 James Ssemambo 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 James Ssemambo," consisting of four (4) pages and the date of June 11, 2015, 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 June, 2015.

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

APPROVED this the 11th day of June, 2015.

_____
Mayor of the City of Huntsville,
Alabama

CONSULTING AGREEMENT
BETWEEN THE CITY OF HUNTSVILLE
AND JAMES SSEMAMBO

STATE OF ALABAMA)
COUNTY OF MADISON)

CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JAMES SSEMAMBO

THIS AGREEMENT is made and entered into on the *26th day of June, 2015,* by and between James Ssemambo, an individual, ("Ssemambo") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH:

WHEREAS, the City has the need for the services of trained educators to develop and implement an educational curriculum for students and visitors to the Hays Nature Preserve; and

WHEREAS, the purpose of the said curriculum is to educate young people on plant and animal life, and outdoor activities, safety and exploration; and

WHEREAS, Ssemambo's Master of Science Degree in Agribusiness Management and his background in teaching and coaching soccer make him uniquely qualified to fulfill the purpose of this agreement;

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

1. Ssemambo shall serve as a Consultant to Landscape Management and shall provide professional services at the Hays Nature Preserve. The scope of services to be performed by Ssemambo include, but not limited to: working with other professionals at the Hays Nature Preserve to develop and implement an educational curriculum for youth at the Hays Nature Preserve, including, but not limited to: Play Days at Hays children's educational series, guided hikes, hands-on nature activities in the Arbor Day Foundation Nature Explore Classroom, Nature Explore Families' Club, Sketch the Sky events hosted with WHNT- News 19. Ssemambo shall utilize his unique educational and professional background in performing the work of this agreement. In addition to designing and leading educational programs, Ssemambo shall report data to the Director of Operation Green Team and assist when needed with other educational events and special events conducted by Operation Green Team.

2. Ssemambo 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. Ssemambo is not deemed an employee of the City. During the term of this agreement, Ssemambo shall report to the City of Huntsville's Director of Landscape Management, Joy McKee.

_____
President of the City Council of the
City of Huntsville, Alabama
Date: _____

3. The term of this contract shall commence on June 27, 2015 and continue through December 31, 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, Ssemambo shall establish office hours at the Hays Nature Preserve to be approved by the City's Director of Landscape Management. Ssemambo shall be paid a fee of Twenty Nine and 16/100 Dollars ($29.16) per hour and shall work up to twenty-nine (29) hours per week. The amount Ssemambo shall be entitled pursuant to this agreement shall not exceed the amount of Fifty Thousand Dollars ($50,000.00). Because Ssemambo 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. Ssemambo 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. Ssemambo shall invoice the City monthly for payment for services rendered pursuant to this Agreement. The City will remit payment to Ssemambo in a timely manner upon its receipt of an invoice.

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

7. Ssemambo 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 $100,000 for personal injury; $100,000 property damage; and $300,000 per occurrence. The said insurance shall be written so as to cover Ssemambo when he is performing the services set forth in this agreement.

8. During the term of this Agreement, Ssemambo shall comply with all applicable federal, state and local laws, including having a City of Huntsville business license.

9. Ssemambo 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. Ssemambo 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.

10. 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.

_____

James Ssemambo, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY:_____
Tommy Battle
ITS: Mayor

ATTEST:

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

CITY OF HUNTSVILLE
JUSTIFICATION FOR EXEMPTION FROM COMPETITIVE BIDDING
Rev 05/17/2013

DATE: May 19, 2015
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: James Ssemambo**
- **PRODUCT/SERVICE: Consulting Services**
- **ESTIMATED EXPENDITURE: $50,000**

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

1. **[ ] Sole Source:**
Services or a product having only one vendor or supplier - §41-16-51(a)(13)

2. **[ ] WPC Provision:**
Purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system or sanitary sewer system owned by a municipality and no part of the operating expenses have been paid from revenues derived from taxes or from appropriations of the state, county, or municipality - §41-16-51(b)(7)

3. **[X] Professional Services:**
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 - §41-16-51(a)(3)

4. **[ ] Impossible to Compete:**
Purchase of personal property which by its very nature is impossible to award by competitive bidding - §41-16-51(a)(13)

5. **[ ] Security or Safety:**
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 - §41-16-51(a)(15)

6. **[ ] Cooperative Purchasing Program:**
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 §41-16-51(a) (16)

7. **[ ] Other:** exempt item not specifically listed above:

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

Brian R. Walker
Requesting Department Head

Landscape Management
Department

Procurement Supervisor

Finance Director

Mary C. Cato
Legal Department

Mayor or Administrator