

**ROUTING SLIP
CONTRACTS AND AGREEMENTS**

Originating Department: Landscape Management

Council Meeting Date: 7/9/2015

Department Contact: Joy H. McKee

Phone # 256-427-5048

Contract or Agreement: Resolution authorizing the Mayor to enter into a Consulting Agreement between...

Document Name: Resolution authorizing the Mayor to enter into a Consulting Agreement between the C...

City Obligation Amount:

Total Project Budget: \$23,000

Uncommitted Account Balance:

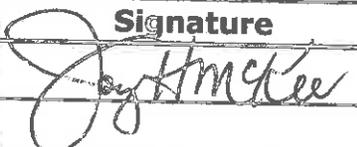
Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		6-23-15
2) Legal		
3) Finance		
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: Jul 9, 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 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.

Resolution authorizing the Mayor to enter into a "Consulting Agreement between the City of Huntsville and Carol English" for educational outreach at Hays Nature Preserve.

Associated Cost: \$23,000

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: Joy H. McKee

Date: 6-23-15

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 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 three(3)pages and the date of July 9th, 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 9th day of July , 2015.

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

APPROVED this the 9th day of July , 2015.

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 *15th day of August, 2015*, by and between Carol English, an individual, ("English") 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, English's background in teaching make her 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. English 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 English 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. English shall utilize her unique educational and professional background in performing the work of this agreement. In addition to designing and leading educational programs, English 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. 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 he 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 City of Huntsville's Director of Landscape Management, Joy McKee.

3. The term of this contract shall commence on August 15, 2015 and continue through August 15, 2016.

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 the City's Director of Landscape Management. English shall be paid a fee of Twenty five and 00/100 Dollars (\$25.00) per hour. The amount English shall be entitled pursuant to this agreement shall not exceed the amount of Twenty Three Thousand Dollars (\$23,000.00). 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. During the term of this Agreement, English shall comply with all applicable federal, state and local laws, including having a City of Huntsville business license.

9. 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.

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.

Carol English, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

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