

RESOLUTION NO. 12-392

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the Mayor is authorized to execute on behalf of the City the attached Consulting Services agreement with Charles Booth.

Adopted this 19th day of November, 2012.

Sampling of Work Experience

Budgeting

- State Budget Comparisons and Planning Analysis
- Impacts of Federal Budget Balancing Efforts

County Government

- Research and Analysis of Changes needed to Improve County Government
- Comparative Analysis of the Finances and Functions of County Government
- Comparative Analysis Legislative Power of County Governments in Southeastern States
- Revenue and Expenditure Forecasting
- Analysis of Outsourcing Alternatives for County Public Works Functions
- Analysis of Demographic Changes

Economic Development

- The Fiscal Impacts of Tax Incentives
- Economic Tax impacts of Non Profit Organizations
- Economic Impact Studies
- Economic and Tax Impacts of Specific Development Projects

Environment

- Air quality: Alternatives for Reducing Ozone-Producing Emissions form Mobile Sources
- Analysis and Alternatives for Onsite Sewage Disposal for Waterfront Communities

Event Planning & Coordination

- Coordination of Large Meetings for Public Officials and Corporate Executives
- Coordination of National, State, and Local Professional Association Conferences and Events

General Governmental Organization, Finances & Operations

- An Organizational Study of the State Department of Education
- Compensation comparisons for Regional Planning Commissions
- Participation on the Advisory Committee for Governmental Accounting Standards Board (GASB) Statement 44
- Task Force Participation on Reforming the State Competitive Bid Law
- Testimony to GASB on Reporting of Derivatives by Public Agencies
- Local Government Consolidation Study

Governmental Procurement

- Plan, Organize, and Establish Regional Purchasing Cooperatives
- Manage Regional Purchasing Cooperatives
- Participated in reforming the State of Alabama Competitive Bid Law
- Assisted Local Governments with Improving the Procurement Process

Higher Education

- Comparative Analysis of Public Higher Education Institutions
- Descriptive Data on Public 2-Year Colleges

Intergovernmental Cooperation

- Establish and assist in the Operation of Cooperative Purchasing arrangements for Local governments
- Coordinated Efforts to Improve Coordinated Fire Protection and Ambulance Service in Rural Areas

K-12 Education

- Comparative Analysis of the Performance and Finances of K-12 School Systems
- Comparative Analysis of State Education Reforms
- Analysis of Non-Instructional Expenditures, Staffing, and Operating Best Practices in the K-12 School Systems
- Comparisons of Employment Protection for School Principals (50 State Analysis)

Mental Health

- Facilitation and Coordination of Community Needs Assessment Meetings

Municipal Government

- Municipal Financial Comparisons
- Staffing, Funding, and Indicator Comparisons for Municipal Police and Fire Departments

Public Safety

- Facilitate and Coordinate Efforts to Improve Local Public Safety Communications
- Staffing Model and Comparative Analysis of County Sheriff's Department

Regional Indicators

- Compilation and Presentation of Demographic Economic and Social Indicators on a Regional Basis

State Constitutions

- Analysis and implications of Constitutional Amendments
- Comparisons of State Constitutions

Taxes

- State and Local Tax Comparisons
- Tax Burden Models
- Comparisons of Lodgings and Tourism Taxes

Transportation

- Analysis of the Quality and Costs of Roads, Bridges, and Transit Programs
- Fuel Tax Formula Distribution Analysis

**CONSULTING AGREEMENT BETWEEN THE CITY OF DECATUR,
ALABAMA AND CHARLES BOOTH**

This agreement is entered into by and between the City of Decatur, hereinafter referred to as "City", and Charles Booth hereinafter referred to as "Consultant."

RECITALS

WHEREAS, The City wishes to better serve citizens of the City and the Departments of the City, increase efficiency, and effectiveness of the City Purchasing Department and procurement process; and

WHEREAS, The City wishes to increase the efficiency and effectiveness of the purchasing process and establish purchasing controls with the process; and

WHEREAS, The City wishes to implement new technologies to improve controls and effectiveness of the procurement and bidding process; and

WHEREAS, The City wishes to have contracts for commodities and services in place for use in a timely manner; and

WHEREAS, The City does not have sufficient staff available to provide such services for these purposes; and

WHEREAS, the Consultant is specifically trained and possesses the necessary skills, experience, education, competency and licenses or credentials to perform the required services.

NOW, THEREFORE, THE CITY and the Consultant agree as follows:

**I
TERM**

The term of this Agreement shall commence on November 20, 2012 and shall end on November 19, 2013. The parties to this agreement reserve the right to extend this agreement upon mutual agreement.

**II
RESPONSIBILITIES OF CONSULTANT**

The Consultant may perform any of the following services in support of the efforts of the City:

1. Produce bid documents and manage the bid process for specific commodities
2. Assist in analyzing the procedures of the Purchasing Department
3. Perform research to improve the processes of the Purchasing Department
4. Assist with the implementation of new technologies
5. Explore alternatives to bidding such as cooperative purchasing opportunities
6. Assist the Purchasing Agent in any other tasks to improve the operations and establish controls of the Department and the procurement process

III
RESPONSIBILITIES OF THE CITY

The City shall make known and available to the Consultant all the City policies and procedures applicable to this contract.

This agreement in no way obligates the City to furnish the following, including but not limited to office space, equipment, or regular employee benefits.

IV
COMPENSATION

The City agrees to pay the consultant for services provided under this Agreement at a rate of \$35.00 per hour.

All services rendered under this agreement will be at the discretion of and with the approval of the Purchasing Agent or her designee.

No payment shall be made unless and until the Purchasing Agent verifies that all services for which payment is requested have been fully and satisfactorily performed.

The Consultant shall submit to Purchasing Agent any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested the last day of each month. The Purchasing Agent or her designee shall verify the services have been performed and approve the Consultant's monthly invoice.

The Consultant shall be reimbursed for direct documented expenses resulting from the listed above work described including but not limited to travel mileage at the prevailing Internal Revenue Service reimbursement rate and other direct documented expenses as agreed upon by the Purchasing Agent of the City or her designee and the Consultant.

The cumulative payment for services and reimbursement for direct expenses shall not exceed \$25,000.00 for the term of the annual contract. Any work outside the tasks listed above shall be billed at the rate of \$35.00 per hour. No work outside the tasks listed above shall be conducted unless requested by the Purchasing Agent of the City or her designee upon mutual agreement of the Consultant.

Approved payments shall be made to the Consultant within twenty (20) days following receipt by the City of invoicing from the Consultant.

V
AMENDMENT

This agreement may be amended only with the mutual consent of the parties involved. All amendments must be in writing and must be approved by the Purchasing Agent or her designee.

VI
TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortuous conduct.

**VII
INDEPENDENT CONTRACTOR**

The Consultant is, for all purposes arising under this Agreement, an independent contractor. No officer, agent or employee of the Consultant or the City shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited, to overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

**VIII
ASSIGNMENT**

Neither the Consultant nor the City may assign or transfer any interest in this Agreement without prior written consent of the other party.

**IX
NOTICES**

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery, U.S. Postal Service or certified mail to the following persons or organizations and at the following addresses:

Consultant:
Charles Booth
5651 Warrior River Road
Bessemer, AL 35023

THE CITY
City of Decatur
Purchasing Department
PO Box 488
Decatur, AL 35602

X

This Agreement is signed below by the duly authorized representatives of the parties.

Consultant

The CITY

By: _____

By: _____.

(Type or Print Name)

(Type or Print Name)

Title: _____

Title: _____.

Date: _____

Date: _____.