

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number \_\_\_\_\_

Meeting Type: Regular

Meeting Date: 7/25/2013

Action Requested By:

Landscape Management

Agenda Item Type

Select...

Subject Matter:

City of Huntsville and Robin D. Cox

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a consulting agreement between the City of Huntsville and Robin D. Cox.

**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: Select...

Department Head: Joy McKee

Date: 7-17-13

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Landscape Management

Council Meeting Date: 7/25/2013

Department Contact: Joy H. McKee

Phone # 256-427-5048

Contract or Agreement: City of Huntsville and Robin D. Cox

Document Name: Consulting Agreement between the City of Huntsville and Robin D. Cox

City Obligation Amount: \$60,060

Total Project Budget: \$60,060

Uncommitted Account Balance: 0

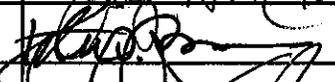
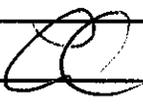
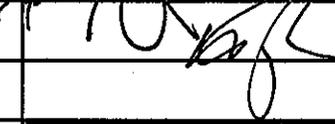
Account Number: 01-7100-0511-5211

## Procurement Agreements

<u>True 4/1</u> <u>Select...</u>	<u>Select...</u>
----------------------------------	------------------

## Grant-Funded Agreements

<u>Select...</u>	Grant Name:
------------------	-------------

Department	Signature	Date
1) Originating		<u>7-17-13</u>
2) Legal		<u>7-17-13</u>
3) Finance 		<u>7/18/13</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**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 a Consulting Agreement by and between the City of Huntsville and Robin D. Cox 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 Robin D. Cox," consisting of two(2)pages and the date of July 25<sup>th</sup>, 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 25th day of July, 2013.

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

**APPROVED** this the 25th day of July, 2013.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama

CONSULTING AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE  
AND ROBIN D. COX

STATE OF ALABAMA            )  
COUNTY OF MADISON        )

CONSULTING AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND ROBIN D. COX

THIS AGREEMENT is made and entered into on the 25th day of July, 2013, by and between Robin D. Cox, an individual, ("Cox") 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. Cox shall serve as a Consultant to Operation Green Team and shall provide professional services in the position of Green Team Advisor. The scope of services to be performed by Cox includes the following:

- Working with existing Green Team staff to develop and implement educational activities at the Huntsville Waste-to-Energy Facility.
- Ensuring that the City fulfills its responsibilities as a member of "ICLEI-Local Governments for Sustainability" and other organizations to which the City belongs.
- Locating and applying for grants, assistance for energy initiatives and other energy-related opportunities that are available.
- Advising the Green Team Director on the City's efforts to meet the Goals of the Cities' Clean Energy Strategies.

2. Cox 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. Cox is not deemed an employee of the City. During the term of this agreement, Cox shall report to the Director of Operation Green Team.

3. The term of this contract shall be for a period of one year commencing on August 30, 2013.

4. This contract may be terminated by either party upon fourteen (14) days written notice being provided to the other party.

\_\_\_\_\_  
President of the City Council of the  
City of Huntsville, Alabama  
Date: 7/25/2013

5. During the term of this contract, Cox shall perform her obligations under this agreement on a schedule to be approved by the Director of Operation Green Team. Cox shall be paid a fee of

Thirty-five Dollars (\$35.00) per hour, not to exceed thirty-three (33) hours per week. Because Cox 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. Cox 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. Cox shall invoice the City monthly for payment for services rendered pursuant to this Agreement. The City will remit payment to Cox in a timely manner upon its receipt of an invoice.

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

7. Cox 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. Cox 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.

8. 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.

\_\_\_\_\_  
Robin D. Cox, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Charles E. Hagood  
ITS: Clerk-Treasurer