

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 7/25/2013

Action Requested By:
Administration

Agenda Item Type
Resolution

Subject Matter:

Special Employee Agreement with John S. Hamilton

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Special Employee Agreement between the City of Huntsville and John S. Hamilton.

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: \$45,974.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: _____

Date: _____

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 an Agreement by and between the City of Huntsville and John S. Hamilton, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Special Employee Agreement between the City of Huntsville and John S. Hamilton," consisting of two (2) pages, and the date of July 25, 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

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND JOHN S. HAMILTON**

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND JOHN S. HAMILTON**

THIS AGREEMENT is made and entered into on the 25th day of July, 2013, by and between John S. Hamilton, an individual, ("Hamilton") 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. Hamilton shall be employed by the City of Huntsville as a City Administrator in the Administration. His duties shall be those specified in the position classification specifications for City Administrator, attached hereto as Exhibit "A" and incorporated herein by reference.
2. Hamilton is hereby employed as a special employee of the City, and as such, shall have no authorization to incur any debt or obligation on behalf of the City. During the term of this agreement, Hamilton shall report to the Mayor.
3. The term of this contract shall be September 3, 2013 through December 31, 2013.
4. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the other party.
5. During the term of this contract, Hamilton shall be paid \$5,467.30 bi-weekly. Hamilton shall further receive all City of Huntsville employee benefits, including but not limited to sick leave, vacation pay, holiday pay and health insurance.
6. During the term of this Agreement, Hamilton shall be required to work a minimum of 40 hours per week but shall not be compensated for any hours in excess of 40.
7. The City shall provide Hamilton a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
8. Hamilton shall receive reimbursement for mileage at the standard IRS standard mileage rate for 2013 (56.5 cents per mile). Hamilton shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by him and used while performing

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services for City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence.

9. Hamilton acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Hamilton 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.

John S. Hamilton, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle

ITS: Mayor

ATTEST:

BY: _____
Charles E. Hagood

ITS: Clerk-Treasurer