

# CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: 10/24/2013

Action Requested By:  
Administration

Agenda Item Type  
Resolution

Subject Matter:

Special Employee Agreement with Brenda Martin.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Brenda M. Martin.

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

Item to be considered for: Action

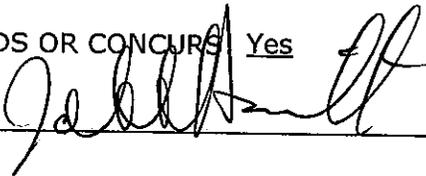
Unanimous Consent Required: No

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: \$23,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS Yes

Department Head: 

Date: \_\_\_\_\_

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration Council Meeting Date: 10/24/2013

Department Contact: Tommy Battle Phone # 427-5000

Contract or Agreement: Special Employee Agreement

Document Name: Special Employee Agreement with Brenda Martin

City Obligation Amount: \$23,000

Total Project Budget: \$23,000

Uncommitted Account Balance:

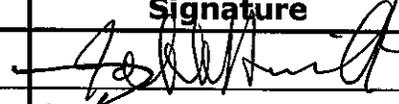
Account Number:

## Procurement Agreements

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

<u>Not Applicable</u>	Grant Name: <u></u>
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Department	Signature	Date
1) Originating		10-22-13
2) Legal		10-18-13
3) Finance		
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 an Agreement by and between the City of Huntsville and Brenda M. Martin, 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 Brenda M. Martin," consisting of three (3) pages, and the date of October 24, 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 24th day of October, 2013.

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

**APPROVED** this the 24th day of October, 2013.

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

**SPECIAL EMPLOYEE AGREEMENT  
BETWEEN THE CITY OF HUNTSVILLE  
AND BRENDA M. MARTIN**

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND BRENDA M. MARTIN**

**THIS AGREEMENT** is made and entered into on the 24th day of October, 2013, by and between Brenda M. Martin, an individual, (“Martin”) 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. Martin shall serve as a Consultant to the Mayor’s Office and shall provide professional services in the position of One City One Vision Consultant. The scope of services to be performed by Martin includes assisting the Mayor in coordinating activities related to public communication and public information of the One City One Vision Program working with the Director of Communications. Martin’s duties as One City One Vision Consultant shall further include the following:

- Developing, producing and hosting community information programs which will be used to enhance communications between the citizenry and local government.
  - Government Access Channel HSV1 will broadcast the programming.
  - The major focus of the programming will be highlighting the One City One Vision platform.
  - Programming will provide the residents of the City of Huntsville with information regarding City departments and community events that are relevant to improving the quality of life in the City of Huntsville and Madison County, Alabama.
  - Programming will focus on the City departments, the City appointed Boards and Agencies, and the City agencies which receive appropriations from the City.
  - Programming will highlight Redstone Arsenal, NASA and Research Park.
  - Programming will include candidate forums and discussion shows on topics of interest to the community.

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

- Representing the Mayor at civic associations, committee, social, business, schools and other professional group meeting not requiring his official presence, and report weekly recommendations reached at those meetings.

2. Martin is hereby employed as a special employee of the City, working on a part-time basis, and as such, shall have no authorization to incur any debt or obligation on behalf of the City, and shall not be entitled to any benefits of any kind while working for the City. During the term of this agreement, Martin shall report to the Mayor.

3. The term of this contract shall be for a period of one (1) year commencing on October 1, 2013.

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

5. During the term of this Agreement, Martin shall establish working hours to be approved by the Mayor. Martin shall be paid an hourly rate of \$43.31, not to exceed twenty (20) hours per week, with the total sum not to exceed \$23,000.00 per year.

6. During the term of this Agreement, the City shall provide Martin a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

7. Martin shall receive reimbursement for mileage at the standard IRS mileage rate for 2013 (56.5 cents per mile). Martin shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for the 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 Martin when she is performing the services set forth in this Agreement.

8. Martin acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with work pursuant to this Agreement. Martin 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.

9. 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.

\_\_\_\_\_  
Brenda M. Martin, an Individual

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

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

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