

CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: 2/27/2014

Action Requested By:  
Finance

Agenda Item Type  
Resolution

Subject Matter:

Employment Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a special employment with CARLOS BOWDEN.

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

Item to be considered for: Action

Unanimous Consent Required: No

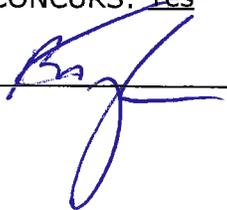
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Associated Cost: 150,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: \_\_\_\_\_



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

2/11/14

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Finance Council Meeting Date: 2/27/2014

Department Contact: Randy Taylor Phone # 5062

Contract or Agreement: Special Employment Agreement with CARLOS BOWDEN

Document Name: 20140227 ERP Employee Contract.docx

City Obligation Amount: 150,000

Total Project Budget: 2,000,000

Uncommitted Account Balance: 2,000,000

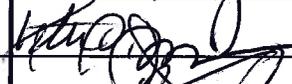
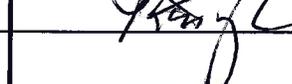
Account Number: 01-8300-0807-7403

### Procurement Agreements

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

<b>Not Applicable</b>	<b>Grant Name:</b>

Department	Signature	Date
1) Originating		2/12/14
2) Legal		2/25/14
3) Finance		2/11/14
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 14-\_\_\_\_\_**

**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 Carlos L. Bowden, 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 "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND CARLOS L. BOWDEN" consisting of three (3) pages and the date of February 27, 2014, 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 27th day of February, 2014.

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

**APPROVED** this the 27th day of February, 2014.

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

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND CARLOS L. BOWDEN**

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND CARLOS L. BOWDEN**

**THIS AGREEMENT** is made and entered into on the 27th day of February, 2014, by and between Carlos L. Bowden, an individual, (“Bowden”) and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (“City”).

**WITNESSETH:**

**WHEREAS**, the City will commence the implementation of a new software system serving the needs of the Finance, Human Resources, Clerk-Treasurer and other City departments (“Project”), pursuant to a contract with a software implementation vendor (“Vendor”), and requires assistance in the management and coordination of the Project; and

**WHEREAS**, the City has other departmental information systems, some of which may interact or integrate with the Project, and such systems require an evaluation of their functionality and efficiency in serving the needs of the City; and

**WHEREAS**, Bowden possess skills sought by City for the needs described above.

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Bowden shall be employed by the City of Huntsville as an ERP Systems Project Coordinator, working under the direction of and reporting to the Mayor or his designee.
2. Bowden shall perform the following duties:
  - a. Serve as a primary liaison between the Finance, Human Resources and Clerk-Treasurer departments and the Vendor for the Project, for prescribed components of the Project.
  - b. Serve as the primary liaison between the Finance Department and other City user departments related to the Project.
  - c. Assist the Finance Department and other departments in the development, design and documentation of business rules and practices related to the Project.

- d. Assist the Finance Department coordinate user departments Project activities with the Project activities of the ITS Department.
- e. Coordinate the development, completion and delivery of Project deliverables between various City user departments to the Finance Department, and between the Finance Department to the Vendor.
- f. Manage Project time schedules and cost budgets.
- g. Provide input the Finance Department in the development of practical and efficient business processes related to the Project.
- h. Assist in the development and delivery of an effective Project communication plan, in coordination with the Vendor, and manage the City activities and schedule for such plan.
- i. Assist the Finance Department in the Project activities related to the conversion of data from systems to be replaced by the City.
- j. Assist the Finance Department in the development and delivery of training for use of Project systems among City user departments, in coordination with the Vendor and ITS Department.
- k. Assist the Finance Department and other departments in testing Project systems prior to the "go-live" date.
- l. Perform evaluations and assessments of other City information systems related to the Project or otherwise as directed by the Mayor or his designee.
- m. Other duties as assigned.

3. Bowden 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.

4. The term of this contract shall be March 3, 2014, through March 2, 2015, and may be extended for two additional six-month terms, with the mutual consent of Bowden and the City.

5. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

6. During the term of this contract, Bowden shall be paid a total amount of \$135,000.00, payable bi-weekly. Bowden shall further receive all City of Huntsville employee benefits, including but not limited to sick leave, vacation pay, holiday pay, cost of living adjustments, health insurance and participation in the Retirement System of Alabama.

7. During the term of this Agreement, Bowden shall be required to work a minimum of 40 hours per week but shall not be compensated for any hours in excess of 40.

8. The City shall provide Bowden a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

9. Bowden shall receive reimbursement for mileage in accordance with City policy (i.e. the IRS standard mileage rate). Bowden shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by his 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.

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

11. 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.

\_\_\_\_\_  
Carlos L. Bowden, an Individual

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

BY: \_\_\_\_\_  
Tommy Battle

ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Charles E. Hagood

ITS: Clerk-Treasurer