CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 2/12/2015

Action Requested By:
Administration

Agenda Item Type
Resolution

Subject Matter:

Renewal of Agreement

Exact Wording for the Agenda:

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

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

Item to be considered for: Action

Unanimous Consent Required: Select...

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: $23,000.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head:_____ Date:

revised 3/12/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Administration** Council Meeting Date: **2/12/2015**

Department Contact: **Sharon King** Phone # **256-427-5004**

Contract or Agreement: **Agreement**

Document Name: **Special Employee Agreement between the City of Huntsville and Brenda Martin**

City Obligation Amount: **$23,000.00**

Total Project Budget: **$23,000.00**

Uncommitted Account Balance:

Account Number:

Procurement Agreements

Select...	Select...

Grant-Funded Agreements

Select...	Grant Name:

Department	Signature	Date
1) Originating		
2) Legal		2-11-15
3) Finance		2/11
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Revised 04/15/2011

RESOLUTION NO. 15 - _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and she is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an Agreement by and between The City of Huntsville and The Schrimsher Company, Inc., 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 with the date of February 12, 2015 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 12th of February 12, 2015.

_____
President of the City Council
of the City of Huntsville,
Alabama

APPROVED this the 12th day of February 12, 2015.

_____
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 12th day of February, 2015, 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 February 1, 2015.

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 2015 (57.5 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