

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Feb 11, 2016

Action Requested By: Administration

Agenda Type: Resolution

Subject Matter:

Special employee agreement

Exact Wording for the Agenda:

Special employee agreement between the City of Huntsville and Jessica Lauren White, HHPC consultant.

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.

Jessica White has agreed to work under a special contract as a historic consultant with the City of Huntsville.

Associated Cost: \$47,179.63

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: _____

Department Head:

Date: 1-25-16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 2/11/2016

Department Contact: **Randy Cunningham**

Phone # 256-427-5337

Contract or Agreement: **Agreement**

Document Name: **Agreement Between the City of Huntsville and Jessica Lauren White**

City Obligation Amount: \$47,179.63

Total Project Budget: \$47,179.63 ✓

Uncommitted Account Balance:

Account Number: 1000-72-00000-501010-00000000-00000 ✓

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Select...	Grant Name:
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Department	Signature	Date
1) Originating	<i>Randy Cunningham</i>	1-25-16
2) Legal	<i>Ray C. Cates</i>	2-1-16
3) Finance	<i>M. Lago</i>	2-2-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-_____

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 Special Employee Agreement by and between the City of Huntsville and Jessica Lauren White, 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 Jessica Lauren White," consisting of three (3) pages, including Appendix A, and the date of February 11, 2016, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the city Council, as excuted 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 11th day of February, 2016.

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

APPROVED this the 11th day of February, 2016.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND JESSICA LAUREN WHITE**

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE CITY OF
HUNTSVILLE AND JESSICA LAUREN WHITE**

THIS AGREEMENT is made and entered into on the 11th day of February 2016, by and between Jessica Lauren White, an individual, ("White") 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. White shall be employed by the City of Huntsville as a Historic Preservation Consultant in the Planning Department. Her duties are more specifically described in Exhibit A attached hereto and incorporated herein by reference.

2. White 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, White shall report to the Director of Inspections.

3. The term of this contract shall be for a period of one (1) year commencing on February 11, 2016 and continuing through February 9, 2017.

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, White shall be paid a total amount of \$47,179.63, payable bi-weekly. White 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.

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

8. White shall receive reimbursement for mileage at the standard IRS standard

President of the City Council of the
City of Huntsville, Alabama
Date: 2/11/2016

for 2016 (54 cents per mile). White shall be responsible for maintaining automobile liability insurance for 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.

9. White acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. White 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.



Jessica Lauren White, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

EXHIBIT A

JOB DUTIES FOR HISTORIC PRESERVATION CONSULTANT

- a. Coordinate applications for Certificates Of Appropriateness (COAs). This would entail receiving the applications on a monthly basis and in a timely fashion preparing a staff assessment for each. The assessments would be distributed to members of the Huntsville Historic Preservation Commission (HHPC) - and potential Architectural Review Board (ARB - for review prior to the monthly Commission (and Board) meeting(s). The Officer would review applications submitted to the City for compliance with applicable laws and regulations prior to their being placed on the agenda(s).
- b. Coordinate and oversee presentation of COAs to Commission (and Board) session(s). This would involve the creation of a power-point presentation for the meeting(s) in question. This presentation would share the details of the COA applications and offer background and detail for analysis. The Officer would provide recommendations to the HHPC (and ARB) for approval or denial based on the adopted regulations and design guidelines. The Officer would provide technical insight relevant to any of the cases, if so required. As such, the Officer would be required to attend all associated meetings.
- c. Provide, by appointment, preliminary reviews of COA applications prior to their inclusion on an agenda.
- d. Offer, on request, on-site review within the designated Historic Districts of owner or contractor questions with regard to issues of compliance or appropriateness, or to offer strategies for acceptable construction or renovation.
- e. Conduct general education and outreach efforts. This may include organizing seminars for design and construction professionals; conducting workshops for homeowners; creating and distributing pamphlets that highlight the benefits and responsibilities of owning a designated historic structure; and sharing new preservation techniques with those who might benefit.
- f. Review and recommend updates to the Historic Guidelines, as necessary, including the coordination of regular District reviews.
- g. Identify potential new Historic Districts. Many neighborhoods within Huntsville are aging into eligibility, and might benefit from a Historic Designation. The Officer should conduct research, coordinate application materials, engage in community outreach, and shepherd the process, should it be deemed viable.
- h. Maintain, through yearly continuing education efforts, a thorough knowledge of best professional practices in Historic Preservation, and coordinate yearly training efforts for Commission (and Board) members.
- i. Maintain and update the City webpage dedicated to sharing information regarding Historic Preservation and the City's specific Historic Districts.