

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Feb 11, 2016

Action Requested By: Police

Agenda Type: Resolution

Subject Matter:

SPECIAL EMPLOYEE CONTRACT

Exact Wording for the Agenda:

Resolution authorizing a Special Employee Contract agreement between the City of Huntsville and Cathy Brown.

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

Item to be considered for: Action

Unanimous Consent Required: _____

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.

Mrs Brown's one year contract is to ensure proper cross-training for the Property Custodians. There is no one in this job classification to accomplish this.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Mark McManis

Date: 2-5-16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Police

Council Meeting Date: 2/11/2016

Department Contact: Susan Hale

Phone # 427-7004

Contract or Agreement: Special Employee Agreement between City of Huntsville and Cathy Brown

Document Name: _____

City Obligation Amount: _____

Total Project Budget: _____

Uncommitted Account Balance: _____

Account Number: _____

Procurement Agreements

<u>Select...</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name: _____
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Department	Signature	Date
1) Originating	<i>Mark McManis</i>	<i>2-5-16</i>
2) Legal	<i>[Signature]</i>	<i>2/5/16</i>
3) Finance <i>Legal →</i>	<i>[Signature]</i>	<i>2/5/16</i>
4) Originating	<i>Mark McManis</i>	<i>2/5/16</i>
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 an Agreement by and between the City of Huntsville and Cathy Brown, 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 Cathy Brown" consisting of two (2) pages 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, 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 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 CATHY BROWN
STATE OF ALABAMA)

COUNTY OF MADISON)

THIS AGREEMENT is made and entered into on the 11 day of February, 2016, by and between Cathy Brown, an individual, ("Employee") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH:

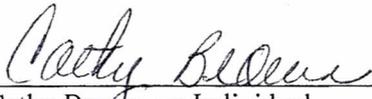
In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Employee shall be employed by the City of Huntsville as Property Custodian in the Police Department, shall be classified as a "Special" Employee under the City's Personnel Policies and Procedures Manual, and shall be under the direct supervision of the Chief of Police. Duties of the position Property Custodian shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.
2. In consideration of the services rendered hereunder, the City shall pay Employee at the rate of \$25.00 per hour, not to exceed 28 hours a week, with the total sum not to exceed \$30,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Employee shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Employee shall not receive any benefits available to any employee of the City except those benefits she receives as a result of being retired from regular employment with the City. Employee shall have no authorization to incur any debt or obligation on behalf of the City.
3. The term of the contract shall be for a period of one (1) year commencing on February 22, 2016.
4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
5. Working hours will be set by the Chief of Police.
6. The City shall provide Employee a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
7. Except as specified herein, Employee shall be subject to all Policies applicable to part-time employees of the City of Huntsville.
8. Employee acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Employee 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.



Cathy Brown, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____

Tommy Battle

ITS: Mayor