

CITY COUNCIL AGENDA ITEM COVER MEMO

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

Meeting Type: Regular

Meeting Date: 3/24/2016

Action Requested By:  
Community  
Development

Agenda Item Type  
Resolution

Subject Matter:

Resolution authorizing a Special Employee Agreement between the City of Huntsville and Hilary Gould for the Huntsville Extreme Energy Makeover Project

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Special Employee Agreement between The City of Huntsville and Hilary Gould.

**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.

To assist with qualifying applicants for the Huntsville Extreme Energy Makeover Project.

Associated Cost:

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Melissa D. Jordan Date: 2/25/16

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Community Development

Council Meeting Date: 3/24/2016

Department Contact: Scott Erwin

Phone # 256-427-5419

Contract or Agreement: Contract

Document Name: SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE, ...

City Obligation Amount: 23,000.00

Total Project Budget: 23,000.00

Uncommitted Account Balance: 0

Account Number: N/A

### Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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### Grant-Funded Agreements

<b>Other</b>	<b>Grant Name:</b> Huntsville Extreme Energy Makeover
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Department	Signature	Date
1) Originating	<i>M. Reynolds</i>	2/12/16
2) Legal	<i>Mary Cates</i>	2/24/16
3) Finance	<i>M. Sargo</i>	2-24-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-\_\_\_\_\_

**WHEREAS**, the City of Huntsville, Alabama Department of Community Development will receive funds from Huntsville Utilities for the purpose of qualifying applicants for the Huntsville Extreme Energy Makeover grant program; and,

**WHEREAS**, the City of Huntsville, Alabama Department of Community Development will need to hire a Temporary Employee for the purpose of working on the Huntsville Extreme Energy Makeover project.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor hereby authorized to enter into an Agreement by and between the City of Huntsville and Hilary Gould, 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 HILARY GOULD consisting of two (2) pages and the date of MARCH 24, 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 24<sup>th</sup> day of March 2016.

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

APPROVED this the 24<sup>th</sup> day of March, 2016.

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

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND HILARY GOULD**

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND HILARY GOULD**

THIS AGREEMENT is made and entered into on the 24<sup>th</sup> day of March, 2016, by and between HILARY GOULD, an individual, ("GOULD") 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. GOULD shall be employed by the City of Huntsville as PLANNER I in the Community Development 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 Housing Manager.
2. Duties of the position of Planner I shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.
3. In consideration of the services rendered hereunder, the City shall pay GOULD at the rate of \$18.73 per hour for a total not to exceed 28 hours per week, with the total sum not to exceed \$28,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, GOULD shall not receive any cost of living adjustment approved by the City Council for all other employees of the City, nor shall she receive any other benefit available to any employee of the City. GOULD shall have no authorization to incur any debt or obligation on behalf of the City.
4. The term of this contract shall be for a period of six months commencing on April 13, 2016.
5. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the other party.

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**President of the City Council of the  
City of Huntsville, Alabama  
Date: March 24, 2016**

6. The City shall provide Gould 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, Gould shall be subject to all Policies applicable to part-time employees of the City of Huntsville.
8. Gould acknowledges that confidential information may be made available to her in connection with his work pursuant to this agreement. Gould 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. In addition, GOULD shall not receive any benefits available to any employee of the City.
10. This agreement constitutes the entire agreement between the parties.

**IN WITNESS THEREOF**, the City and the Hilary Gould have executed this Agreement on this the 24th day of March, 2016.

**CITY OF HUNTSVILLE**

\_\_\_\_\_  
Tommy Battle, Mayor  
City of Huntsville, Alabama

ATTEST:

\_\_\_\_\_  
Kenneth Benion, City Clerk-Treasurer  
City of Huntsville, Alabama

By: Hilary Gould  
Hilary Gould, an Individual

ATTEST:

Sherrita J. Webb