



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/1/2022

File ID: TMP-2337

Department: Public Transit

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor enter into a Special Employee Agreement with Kimberly Smith.
Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: _____

Finance Information:

Account Number: 2000-54-54999-PT501020

City Cost Amount: \$ 37,000.00

Total Cost: \$37,000.00

Special Circumstances:

Grant Funded: n/a

Grant Title - CFDA or granting Agency: n/a

Resolution #: n/a

Location: (list below)

Address: n/a

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

RESOLUTION NO. 22-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Special Employment Agreement by and between the City of Huntsville and Kim Smith, 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 Kim Smith,” consisting of two (2) pages, and the date of December 1, 2022, 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 1st day of December, 2022.

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

APPROVED this the 1st day of December, 2022.

Mayor of the City of Huntsville,
Alabama

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF
HUNTSVILLE AND KIM SMITH**

**SPECIAL EMPLOYEE AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND
KIM SMITH**

THIS AGREEMENT is made the 1st day of December 2022, by and between Kim Smith, an individual, ("Smith"), and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City").

WITNESSETH:

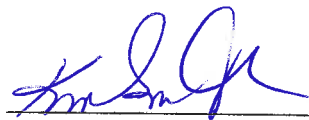
In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Smith shall be employed by the City of Huntsville as an Accountant in the Department of Parking & Public Transit, 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 Director of Parking & Public Transit.
2. The term of this contract shall be for a period of twelve months commencing on January 1, 2023 and ending December 31, 2023.
3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
4. Except as specified herein, Smith shall be subject to all Policies applicable to part-time employees of the City of Huntsville.
5. Smith acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Smith 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.

President, or President Pro-Tem, of the City
Council of the City of Huntsville, AL
Date: _____

6. During the term of this contract, Smith shall perform the duties and responsibilities of a Special Employee described as follows; Work involves performing professional accounting along with current year and long-term capital planning and auditing. Work is performed with considerable professional independence according to professional standard, City ordinances and regulations, state law, and federal law and regulations. Work shall be under direct supervision of the Director of Parking & Public Transit.
7. In consideration of the services rendered hereunder, the City shall pay Smith at the rate of \$48.00 per hour for the first 150 hours, not to exceed 29 hours per week, then increase the rate to \$55.00 per hour with the total sum, inclusive of all compensation, not to exceed the maximum permitted by the Retirement Systems of Alabama for retired employees of \$37,000 per contract period. These amounts shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of the agreement, Smith shall not receive any cost-of-living adjustment approved by the City Council for all other employees of the City. In addition, Smith shall not receive any benefits available to any employee of the City except those benefits she receives due to being retired from regular employment with the City. Smith shall have no authorization to incur any debt or obligation on behalf of the City.
8. 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.



Kim Smith, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer