



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/14/2023

File ID: TMP-3288

Department: City Clerk

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Professional Services Agreement between the City of Huntsville and Ileen Shoemaker dba Shoemaker & Associates, as a licensed court reporter for City Council meetings, work sessions and other City meetings requiring court reporting services.

Resolution No.

Finance Information:

Account Number: various accounts

City Cost Amount: \$ 50.00 per hour

Total Cost: \$ will vary depending on number of hours.

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. 23-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter in a Professional Services Agreement between the City of Huntsville and Ileen Shoemaker dba Shoemaker & Associates, 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 “Professional Services Agreement between the City of Huntsville and Ileen Shoemaker dba Shoemaker & Associates, as a licensed court reporter for City Council meetings, work sessions and other City meetings requiring court reporting services,” consisting of two (2) pages and the date of September 14, 2023 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 14th day of September, 2023.

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

APPROVED this the 14th day of September, 2023.

Mayor of the City of Huntsville,
Alabama

**PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE
CITY OF HUNTSVILLE AND
ILEEN SHOEMAKER DBA
SHOEMAKER & ASSOCIATES**

STATE OF ALABAMA)
COUNTY OF MADISON)

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND ILEEN SHOEMAKER DBA SHOEMAKER &
ASSOCIATES**

THIS AGREEMENT is made and entered into on the 14th day of September, 2023, by and between Ileen Shoemaker dba Shoemaker & Associates, and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City"),

WITNESSETH:

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

1. Shoemaker shall provide professional services as a licensed court reporter for City Council meetings, work sessions and other City meetings requiring court reporting services.
2. Shoemaker is hereby contracted as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall she be entitled to any benefits of any kind while working for the City. Shoemaker is not deemed an employee of the city. During the term of this agreement, Shoemaker shall report to and receive task assignments from the Office of the City Clerk.
3. The term of this contract shall be for a period of one year commencing on October 1, 2023, and continuing through September 30, 2024.
4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
5. The City shall pay Shoemaker the rate of Fifty Dollars (\$50.00) per hour for work performed pursuant to this agreement. Shoemaker shall invoice the City for her services after each event for which she provides court reporting services. The City shall pay those invoices within thirty (30) days.

President of the City Council of
the City of Huntsville, Alabama
Date: September 14, 2023

6. Shoemaker acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Shoemaker 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.

7. This agreement constitutes the entire agreement between the parties.

8. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the courts of Madison County, Alabama.

9. Shoemaker shall be responsible for providing all services, supplies, instruments of service, and facilities necessary for performing the task assignments and shall be compensated as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Ileen Shoemaker
Shoemaker & Associates

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

Tommy Battle, Mayor

ATTEST:

Shaundrika Edwards, City Clerk