

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 12/19/2013

Action Requested By:
Traffic Engineering

Agenda Item Type
Resolution

Subject Matter:

Special Employee Agreement with Jimmy W. Wilbourn

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Jimmy W. Wilbourn

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

Item to be considered for: Action

Unanimous Consent Required: No

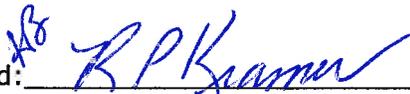
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

Agreement provides for a Traffic Signal System Coordination and Communication Consultant for the Traffic Engineering Division.

Associated Cost: 21,600

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 11/26/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Traffic Engineering**

Council Meeting Date: **12/19/2013**

Department Contact: **Melinda Mills**

Phone # **256-427-5563**

Contract or Agreement: **Contract**

Document Name: **Special Employee Agreement with Jimmy W. Wilbourn**

City Obligation Amount: **21,600**

Total Project Budget:

Uncommitted Account Balance:

Account Number:

21-6400-0511-3201
23-6400-0813-8163 *RC*

Procurement Agreements

Not Applicable

Not Applicable

Grant-Funded Agreements

**Not
Applicable**

Grant Name:

Department	Signature	Date
1) Originating	<i>RB</i> <i>Ruth P. Ryan</i>	<i>11-27-13</i>
2) Legal	<i>David C. Coffey</i>	<i>12-11-13</i>
3) Finance <i>CC</i>	<i>CC</i>	<i>12/13/13</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (2 copies)		
b. Clerk-Treasurer (Original & 2 copies)		
c. Legal (1 copy)		

RESOLUTION NO. 13-_____

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 Jimmy W. Wilbourn, 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 "AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND JIMMY W. WILBOURN" consisting of three (3) pages and the date of December 19, 2013 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 19th day of December, 2013.

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

APPROVED this the 19th day of December, 2013.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND JIMMY W. WILBOURN**

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND JIMMY W. WILBOURN**

THIS AGREEMENT is made and entered into on the 19th day of December, 2013, by and between Jimmy W. Wilbourn, an individual, (“Wilbourn”) 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. Wilbourn shall be employed by the City of Huntsville as a Traffic Signal System Coordination and Communication Consultant in the Traffic Engineering Department. His job duties are more fully described in Exhibit “A” attached hereto and incorporated herein by reference.
2. Wilbourn is hereby employed as a special employee of the City, working on a part-time basis, and as such, shall have no authorization to incur any debt or obligation on behalf of the City, and shall not be entitled to any benefits of any kind while working for the City. During the term of this agreement, Wilbourn shall report to the Traffic Operations Manager.
3. The term of this contract shall be for a period of one (1) year commencing on February 1, 2014 and continuing through January 31, 2015.
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, Wilbourn shall work when requested by his supervisor and shall be paid an hourly rate of \$30.00, not to exceed sixty (60) hours per month and not to exceed 29 hours per week.
6. The City shall provide Wilbourn a parking space during work hours at a location determined by the Traffic Operations Manager.
7. Wilbourn shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by him and used while performing services for City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence.

President of the City Council of
the City of Huntsville, Alabama
Date: 12/19/2013

8. Wilbourn acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Wilbourn 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.

Jimmy W. Wilbourn, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Charles E. Hagood
ITS: Clerk-Treasurer

ATTACHMENT "A"

1. Wilbourn's primary services on a regularly scheduled basis, will be to observe traffic on site together with the in-cabinet traffic control equipment of the ALDOT installed traffic adaptive signal system on Governors Drive, to assure that all devices are functioning properly, and will assist with troubleshooting issues when ALDOT releases it to the COH for operation and maintenance responsibility
2. Wilbourn as directed, will site visit other intersections to assure that camera detection devices are functioning properly.
3. Wilbourn as directed, will observe signalized intersections and coordinated systems to assist the Traffic Engineer with optimization.
4. Wilbourn will assist with the collection and downloading of traffic count data.
5. Wilbourn will participate in the training of signal technicians relating to the changing technology associated with traffic signal operation and maintenance management.