

**CITY COUNCIL AGENDA ITEM COVER MEMO**

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

Meeting Type: Regular

Meeting Date: Apr 23, 2015

Action Requested By: Water Pollution Control

Agenda Type: Resolution

Subject Matter:

Special Employment Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Special Employment Agreement between the City of Huntsville and Barry Priest

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.

Associated Cost: \$24,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: Randall S. Cook  
for Sharon Cook

Date: 4/13/15

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Water Pollution Control Council Meeting Date: 4/23/2015

Department Contact: Randall Stewart Phone # 256-883-3719

Contract or Agreement: Agreement

Document Name: Agreement Between the City of Huntsville and Barry Priest

City Obligation Amount: NTE \$24,000

Total Project Budget: NTE \$24,000

Uncommitted Account Balance:

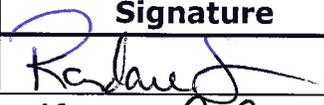
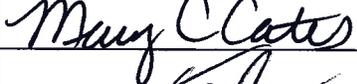
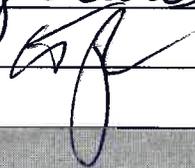
Account Number: 02-8000-0101-2103

### Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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### Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name: <u></u>
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Department	Signature	Date
1) Originating		4/13/15
2) Legal		4/21/15
3) Finance 		4/23
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-\_\_\_\_\_

**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 a Special Employment Agreement by and between the City of Huntsville and Barry Priest, 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 Employment Agreement between the City of Huntsville and Barry Priest", consisting of three (3) pages, and the date of April 23, 2015, 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 23<sup>rd</sup> day of April, 2015.

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

**APPROVED** this the 23<sup>rd</sup> day of April, 2015.

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

SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND "Priest"

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE 23RD DAY OF April 2015, by and between Barry Priest , an individual , ("Priest") 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. "Priest" shall serve as a State of Alabama certified Grade Four Wastewater Plant Operator and shall provide services for plant operation at any of the six wastewater plants permitted by the State of Alabama to the City of Huntsville Water Pollution Control Department ("WPC"). The scope of services to be performed by "Priest" shall possibly include all of the functions listed below:
  - Monitors the operation of wastewater treatment plant equipment and machinery on an assigned shift to ensure that plant effluent meets state and federal guidelines for purity;
  - Monitors the operation of lift stations on evening, night and week-end shifts.
  - Operates a variety of processing equipment such as but not limited to bar screens, grit collectors, clarifiers, chlorinators, air diffusers, digesters, boilers, compressors, generators, blowers, gates, pumps and valves;
  - Reads charts, gauges, meters and graphs and records data regarding wastewater and sludge at various stages in the treatment process;
  - Posts and maintains daily log sheets; changes recording charts on meters and control panels.
  - Collects samples and conducts standard laboratory tests such as but not limited to dissolved oxygen, BOD, fecal chloroform, suspended solids, total solids, volatile solids, pH, and ammonia; makes adjustments in the treatment process based on test results.
  - Performs visual, auditory and tactile inspections of pumps, motors and bearings to ensure proper operation; greases, lubricates and performs other preventive maintenance on plant equipment and machinery.
  - Work is performed indoors and outdoors. Work exposes employee on a daily basis to potential biological and toxic chemical hazards found in sewage and

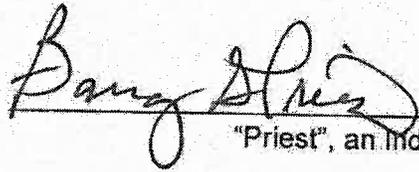
disinfecting chemicals such as chlorine and sulfur dioxide. Work also exposes employee to potential mechanical, electrical and physical hazards on a daily basis when operating wastewater equipment and machinery.

- Work requires frequent performance of physical tasks such as walking over rough surfaces, bending, stooping, crouching, kneeling, working in restricted and confined places, climbing, balancing on ladders and occasionally lifting of light and heavy objects.
- Work also requires physical dexterity in the frequent use of hand-eye coordination and manipulative skills using fingers, limbs or body for the operation of vehicles, computers, equipment and tools.
- Cleans buildings and equipment.
- Cuts grass and maintain grounds.
- Performs minor repairs on equipment and machinery.

2. "Priest" 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, "Priest" shall report to the management of WPC.
3. The term of this contract shall be for a period of one (1) year commencing on April 24, 2015.
4. This contract may be terminated by either party upon fourteen days written notice being provided to the other party.
5. During the term of this Agreement, "Priest" shall provide scheduled shift work to meet the State mandate of twenty four hour per day grade four operations at the wastewater facilities. Said shift shall not be less than eight (8) hour shifts and shall not be greater than a sixteen (16) hour continuous shift. "Priest" shall be paid an hourly rate of \$18.00 per hour with the total sum for the year not to exceed \$24,000.00 per year. Priest shall work an average of twenty-nine (29) hours or less per week.
6. "Priest" shall receive reimbursements for mileage at the standard IRS mileage rate for 2015 (56.5 cents per mile). "Priest" shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by him and used while performing services for the City with minimum limits of \$100,000 for personal injury; \$100,00 property damage; and \$300,000 per occurrence. The said insurance shall be written so as to cover "Priest" when he is performing the services set forth in this Agreement.
7. "Priest" acknowledges that confidential information in the way of official records, internal activities, and operations, may be made available to him in connection to work pursuant to this Agreement. "Priest" agrees not to disclose the confidential

8. "Priest" shall maintain possess and maintain a Grade Four Alabama Wastewater Operators Certification at all times during this Agreement. Failure to comply with this criteria shall be immediately be reported to WPC especially prior to any unaccredited shifts at facilities.
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.

  
"Priest", an Individual

CITY OF HUNTSVILLE, ALABAMA  
a municipal corporation

BY: \_\_\_\_\_

Tommy Battle

ITS: Mayor

ATTEST:

BY: \_\_\_\_\_

Charles Hagood

ITS: Clerk-Treasurer