

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: Natural Resources

Council Meeting Date: 1/14/2016

Department Contact: Daniel Shea

Phone # 256 427-5753

Contract or Agreement: Agreement

Document Name: Special Employee Agreement with Debra Hopson

City Obligation Amount: \$ 30,000.00

Total Project Budget:

Uncommitted Account Balance:

Account Number: 1000-73-73100-501010

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name: <u></u>
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Department	Signature	Date
1) Originating	<i>Daniel Shea</i>	1/14/16
2) Legal	<i>Mary Cates</i>	1/4/2016
3) Finance <i>ec</i>	<i>Margie Long</i>	1-5-2016
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jan 14, 2016

Action Requested By: Natural Resources

Agenda Type: Resolution

Subject Matter:

Special Employee Agreement Between the City of Huntsville and Debra Hopson.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Debra Hospon.

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 an Ambient Air Quality Monitoring Specialist for the Natural Resources Department.

Associated Cost: 30,000

Budgeted Item: No

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: [Signature]

Date: 1/4/16

RESOLUTION NO. _____

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 Debra Hopson, 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 DEBRA HOPSON" consisting of four (4) pages and the date of January 14, 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 14th day of January, 2016.

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

APPROVED this the 14th day of January, 2016.

Mayor of the City of Huntsville, Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND DEBRA HOPSON**

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND DEBRA HOPSON**

THIS AGREEMENT is made and entered into on the 14th day of January, 2016, by and between Debra Hopson, an individual, (“Hopson”) 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. Hopson shall be employed by the City of Huntsville as a Special Employee in the Natural Resources Department, and 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 Natural Resources Director. Hopson’s duties as a Special Employee shall include all work described on Attachment “A” attached hereto and incorporated herein by reference.

2. In consideration of the services rendered hereunder, the City shall pay Hopson at the rate of \$50.00 per hour not to exceed 29 hours per week, with the total sum not to exceed \$30,000 per year, which shall be paid bi-weekly in accordance with the City’s regular payroll processing system. During the term of this agreement, Hopson shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Hopson shall not receive any benefits available to any employee of the City except those benefits received as a result of being retired from regular employment with the City. Hopson shall have no authorization to incur any debt or obligation on behalf of the City.

3. The term of this contract shall be for a period of one year commencing on January 14th, 2016.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

PRESIDENT OR PRESIDENT PRO TEM OF THE
CITY COUNCIL OF THE CITY OF HUNTSVILLE,
ALABAMA
DATE: _____

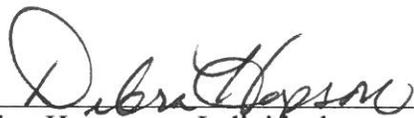
5. The City shall provide Hopson a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

6. Except as specified herein, Hopson shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

7. Hopson acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Hopson 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.

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.



Debra Hopson, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

Attachment A
Duties of the Natural Resources Ambient Air Quality Monitoring Specialist
Special Employee

- To review, update and expand the QAPP (Quality Assurance Project Plan) for ambient air monitoring activities performed by the Natural Resources Department in accordance with current EPA (Environmental Protection Agency) regulations, policy and guidance and to submit the completed QAPP to EPA Region 4 for review and approval.
- To review, update and expand the SOP (Standard Operating Procedures) for monitoring ozone in the ambient air in accordance with current EPA (Environmental Protection Agency) regulations, policy and guidance and monitor manufacturer specifications and to submit the completed SOP to EPA Region 4 for review and approval.
- To review, update and expand the SOP (Standard Operating Procedures) for monitoring particulate matter with an aerodynamic diameter $\leq 10 \mu\text{m}$ in the ambient air in accordance with current EPA (Environmental Protection Agency) regulations, policy and guidance and monitor manufacturer specifications and to submit the completed SOP to EPA Region 4 for review and approval.
- To review, update and expand the SOP (Standard Operating Procedures) for monitoring particulate matter with an aerodynamic diameter $\leq 2.5 \mu\text{m}$ in the ambient air in accordance with current EPA (Environmental Protection Agency) regulations, policy and guidance and monitor manufacturer specifications and to submit the completed SOP to EPA Region 4 for review and approval.
- To review, update and expand the SOP (Standard Operating Procedures) for fine particulate matter monitoring laboratory operations in accordance with current EPA (Environmental Protection Agency) regulations, policy and guidance and to submit the completed SOP to EPA Region 4 for review and approval.
- To assist Natural Resources monitoring personnel in preparing for and to participate in the comprehensive quadrennial EPA audit of the Natural Resources ambient air quality monitoring program scheduled for Fiscal Year 2016, referred to as the Technical Systems Audit or “TSA,” and to help resolve any issues which may arise as a result of the TSA.
- To assist Natural Resources monitoring personnel in developing specifications and any necessary Procurement documents for the capital purchase(s) of ambient air monitoring equipment in Fiscal Year 2016.
- To assist the Natural Resources Environmental Specialist III in completing the certification process as a pollen counter.
- To assist Natural Resources monitoring personnel with the quality assurance review of ambient air quality monitoring data in accordance with the QAPP, appropriate SOP, and applicable EPA regulations, policy and guidance.

- To assist Natural Resources monitoring personnel with the formatting and reporting of ambient air quality monitoring data to the national Aerometric Information Retrieval System Air Quality Subsystem (AIRS AQS) database.
- To participate in EPA and ADEM (Alabama Department of Environmental Management) conference calls, meetings and monitor performance audits associated with the Natural Resources ambient air monitoring program.