

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jan 14, 2016

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement between the City of Huntsville and Marty R. Calvert

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Marty R. Calvert

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

Item to be considered for: Action

Unanimous Consent Required: No

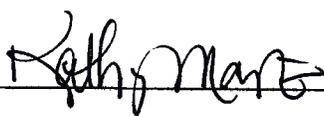
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Agreement provides for a Civil Engineer in the Engineering Department in the amount of \$29,990.00. Account No. 1000-71-71100-501010-00000000-00000

Associated Cost: \$29,990.00

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: 

Date: 1-5-16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Engineering

Council Meeting Date: 1/14/2016

Department Contact: Lynn Majors

Phone # 256-427-5201

Contract or Agreement: Special Employee Agreement

Document Name: Marty R. Calvert Employee Agreement

City Obligation Amount: \$29,990.00

Total Project Budget: \$29,990.00

Uncommitted Account Balance: 0

Account Number: 1000-71-71100-501010-00000000-00000

Procurement Agreements

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

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Kathy Marti</i>	1-5-16
2) Legal	<i>Marty Calvert</i>	1-11-2016
3) Finance <i>CC</i>	<i>M. Salgo</i>	1-13-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-_____

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 Employee Agreement by and between the City of Huntsville and Marty R. Calvert, 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 MARTY R. CALVERT" consisting of two (2) 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 MARTY R. CALVERT**

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND MARTY R. CALVERT**

THIS AGREEMENT is made and entered into on the 14th day of January 2016, by and between Marty R. Calvert, an individual, ("Calvert") 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,:

1. Calvert shall be employed by the City of Huntsville as "Civil Engineer" and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.
2. The term of this contract shall be for a period of one (1) year commencing on the 18th day of January, 2016, and ending on the 17th day of January, 2017.
3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
4. During the term of this contract, Calvert shall perform the duties and responsibilities of Civil Engineer and shall be under the direct supervision of the Director of City Engineering. Duties for the position of the Civil Engineer include providing professional engineering services including but not limited to the following,
(a) Receive and return phone calls, emails, and communicate with the public, contractors, consultants, developers and regulatory agencies for drainage related issues as a representative of the City Engineering Division, (b) identify flooding, erosion, sedimentation and other related drainage concerns within the City of Huntsville, (c) assist in developing, coordinating, designing, prioritizing and implementing drainage improvement projects, to include providing cost estimates, benefit analysis, and perform engineering design of existing drainage systems and make recommendations for improvements, (d) inspect on-going construction projects

**_____
President of the City Council of the City
of Huntsville, AL**

Date: January 14, 2016

and coordinate construction contracts and activities (e) serve as an independent source of engineering expertise to the City at preliminary planning stages of development projects as it relates to drainage infrastructure; (f) review design plans and proposals for economic development projects and evaluate impacts to existing drainage infrastructure and flooding and (g) accompany and/or represent the City Engineering Division at meetings and hearings as directed.

5. In consideration of the services rendered hereunder, City shall pay to Calvert at the rate of \$40.00 per hour for a maximum of 29 hours per week with the total sum Not to Exceed TWENTY-NINE THOUSAND NINE HUNDRED NINETY AND NO/100 DOLLARS (\$29,990.00) per year which shall be paid bi-weekly in accordance with City's regular, payroll processing system. During the term of this agreement, Calvert shall not receive any cost of living adjustment approved by the City Council for all other employees of City. In addition, Calvert shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City.
6. Except as specified herein, Calvert shall be subject to all policies applicable to part-time employees.
7. 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.



Marty R. Calvert, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer