

**CITY COUNCIL AGENDA ITEM COVER MEMO**

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

Meeting Type: Regular

Meeting Date: Feb 11, 2016

Action Requested By: Urban Development

Agenda Type: Resolution

**Subject Matter:**

Agreement between the City of Huntsville and Dewey Lynn Majors

**Exact Wording for the Agenda:**

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Dewey Lynn Majors

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 Special Employee in the Urban Development Department in the amount of \$30,000.00. Account No. 1000-71-71100-501010-00000000

Associated Cost: \$30,000.00

Budgeted Item: \_\_\_\_\_

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

Department Head:   
*pink*

Date: 2/2/16

**ROUTING SLIP  
CONTRACTS AND AGREEMENTS**

Originating Department: Urban Development

Council Meeting Date: 2/11/2016

Department Contact: Lynn Majors

Phone # 256-427-5201

Contract or Agreement: Special Employee Agreement

Document Name: Dewey Lynn Majors Employee Agreement

City Obligation Amount: \$30,000.00

Total Project Budget: \$30,000.00

Uncommitted Account Balance: 0

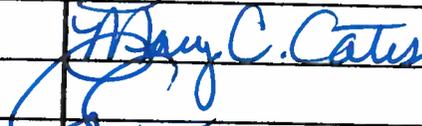
Account Number: 1000-71-71100-501010-00000000

**Procurement Agreements**

<b>Not Applicable</b>	<b>Not Applicable</b>
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**Grant-Funded Agreements**

<b>Not Applicable</b>	<b>Grant Name:</b>
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Department	Signature	Date
1) Originating		2/2/16
2) Legal		2/3/16
3) Finance		
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 Dewey Lynn Majors, 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 DEWEY LYNN MAJORS" consisting of two (2) pages and the date of February 11, 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 11th day of February, 2016.

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

**APPROVED** this the 11th day of February, 2016.

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

**SPECIAL EMPLOYEE AGREEMENT**  
**BETWEEN THE CITY OF HUNTSVILLE**  
**AND DEWEY LYNN MAJORS**

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE**  
**AND DEWEY LYNN MAJORS**

**THIS AGREEMENT** is made and entered into on the 11th day of February, 2016, by and between Dewey Lynn Majors, an individual, ("Majors") 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. Majors shall be employed by the City of Huntsville as "Special Employee" in the Urban Development Department 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 15th day of February, 2016, and continuing through 14th day of February, 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, Majors shall perform the duties and responsibilities of a Special Employee described as follows; Work involves performing professional accounting or fiscal work and planning and directing the work of accounting and other staff in the maintenance of an accounting, auditing, and/or fiscal program. Work is performed with considerable professional independence according to professional standards, City ordinances and regulations, state law, and federal law and regulations. Work shall be under the direct supervision of the Director of Urban Development.

**\_\_\_\_\_  
President or President Pro Tem of the City  
Council of the City of Huntsville, AL  
Date: February 11, 2016**

5. In consideration of the services rendered hereunder, City shall pay to Majors at the rate of \$60.00 per hour, not to exceed 29 hours per week, for a maximum of \$2,500.00 per month, with the total sum Not to Exceed THIRTY-THOUSAND AND NO/100 DOLLARS (\$30,000.00) per year which shall be paid bi-weekly in accordance with City's regular, payroll processing system. During the term of this agreement, Majors shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Majors 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. Majors shall have no authorization to incur any debt or obligation on behalf of the City.
6. Except as specified herein, Majors shall be subject to all policies applicable to part-time employees.
7. The City shall provide Majors a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.
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.

\_\_\_\_\_  
Dewey Lynn Majors, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Kenneth Benion  
ITS: Clerk-Treasurer