

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Apr 14, 2016

Action Requested By: Planning

Agenda Type: Resolution

Subject Matter:

Special Employee Agreement Between the City of Huntsville and James M. Bush

Exact Wording for the Agenda:

Resolution authorizing the Mayor to execute a Special Employee Agreement between the City of the Huntsville and James M. Bush

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

Item to be considered for: Introduction

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.

Mr. Bush will be employed as Landscape Architect & Design Consultant in the Planning Department. He will work on a part-time basis (not to exceed 32 hours per month). The terms of the contract shall be in effect for 1 year (May 1, 2016-April 30, 2017).

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: 

Date: 4-5-16

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Planning

Council Meeting Date: 4/14/2016

Department Contact: Kimberly Gosa

Phone # 427-5115

Contract or Agreement: Agreement

Document Name: Special Employee Agreement between City of Huntsville & James Bush

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

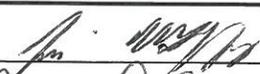
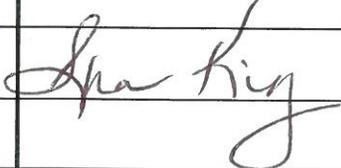
Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name: <input style="width: 90%;" type="text"/>
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Department	Signature	Date
1) Originating		4-5-16
2) Legal	Mary Cates	4-12-16
3) Finance	um Dargatz	4-13-16
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 Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with James M. Bush, 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 JAMES M. BUSH" consisting of two(2) pages, and the date of April 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 April, 2016

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

APPROVED this the 14th day of April, 2016

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND JAMES M. BUSH**

STATE OF ALABAMA)
COUNTY OF MADISON)

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE
AND JAMES M. BUSH**

THIS AGREEMENT is made and entered into on the 14th day of April, 2016, by and between James M. Bush, an individual, (“Bush”) 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. Bush shall be employed by the City of Huntsville as Landscape Architecture and Design Consultant in the Planning Services Division and shall be classified as “Special” Employee under the City’s Personnel Policies and Procedures Manual and shall be under the direct supervision of the Manager of the Planning Services Division. Bush’s duties shall include the following: providing master planning and concept design for various public projects including urban development sites, transportation corridors, parks and playgrounds, and other public facilities; providing graphics to illustrate proposed City projects and development plans; providing interface between City Planning and Cummings Research Park, the CRPW Design Control Committee, the Research Park Board, and the Research Park Executive Director; attending meetings with City staff and others to give design input and historic City Planning perspective as requested; researching and analyzing planning ideologies, practices, and techniques and how they might be applied to the City of Huntsville.
2. The term of this contract shall be for the period of one (1) year commencing on May 1, 2016 and continuing through April 30, 2017.
3. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the party.
4. During the term of this contract, Bush shall work when requested by his supervisor and shall be paid an hourly rate of \$57.25, not to exceed twenty-nine (29) hours per week or thirty-two (32) hours per month, with the total salary not to exceed \$30,000.00 per year. The said salary shall be paid bi-weekly in accordance with the City’s regular payroll processing system. During the term of this agreement, Bush shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Bush 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. Bush shall have no authorization to incur any debt or obligation on behalf of the City.
5. The City shall provided Bush a parking space during work hours at a location determined by the City’s Director of Parking and Public Transit.

6. Bush 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.

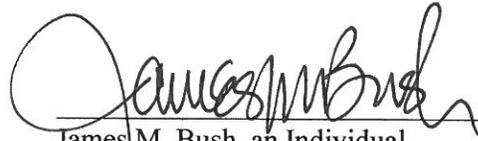
DATE: April 14, 2016

PRESIDENT OR PRESIDENT PRO TEM OF
THE CITY COUNCIL OF THE CITY OF
HUNTSVILLE, ALABAMA

7. Bush acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Bush 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 THEREOF, the parties hereto have executed this agreement on the day and year first above written.



James M. Bush, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk Treasurer