

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Aug 11, 2016

Action Requested By: Municipal Court

Agenda Type: Resolution

Subject Matter:

Employment Contract Between the City of Huntsville and Scott A. Rogers.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into a contract with Scott A. Rogers to serve as part-time Night Court Judge of the City of Huntsville Municipal Court.

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.

Execution of Night Court part-time Judge's contract for two years.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: Jul 18, 2016

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Municipal Court

Council Meeting Date: 8/11/2016

Department Contact: Ronald Bowman

Phone # 256-427-7803

Contract or Agreement: Employment Contract Between the City of Huntsville and Scott A. Rogers

Document Name: Contract for Employment Between the City of Huntsville and Scott Rogers

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 type="text"/>
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Department	Signature	Date
1) Originating		7/28/16
2) Legal	Mary C. Cates	7/21/16
3) Finance	M. Dargatzis	7-25-16
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

Adopted 8/14/2016

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 an Employment Contract with Scott A. Rogers, on behalf of the City of Huntsville, Alabama, 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 "Employment Contract between the City of Huntsville and Scott A. Rogers," consisting for two (2) pages, and the date of August 11, 2016, 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.

ADOPTED this the 11th day of August, 2016.

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

APPROVED this the 11th day of August, 2016.

Mayor of the City of Huntsville,
Alabama

**Employment Contract Between The
City of Huntsville and Scott A. Rogers
for Appointment As Part-Time Judge
of the Municipal Court of The City of
Huntsville, Alabama**

STATE OF ALABAMA)

COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT made this the 11th day of August, 2016, between the City of Huntsville, Alabama, a municipal corporation in the state of Alabama (hereinafter referred to as "City") and Scott A Rogers, an individual and an attorney at law (hereinafter referred to as "Mr. Rogers".)

WITNESSETH

In consideration of the mutual promises, agreements, and covenants between the parties hereto as set forth below, the City Council of the City of Huntsville does agree to appoint, by this agreement, Scott A. Rogers to serve as Part-time Night Court Judge, and Scott A. Rogers does agree to serve as Part-time Night Court Judge of the City of Huntsville's Municipal Court. The Parties do hereby further agree as follows:

1. Mr. Rogers certifies that he is an attorney licensed to practice law in the State of Alabama; that he is a member in good standing with the Alabama State Bar Association; and that he is a qualified elector of the State. In the event that Mr. Rogers' license to practice law, good standing with the State Bar Association, or his status as a qualified elector of the State should change during the term of this agreement, then Mr. Rogers shall promptly notify the City and shall resign as a part-time judge by giving written notice to the City Council of the City of Huntsville.
2. During the term of this agreement, Mr. Rogers agrees that during the term of his service as part-time judge, that he shall not practice law in the Municipal Court of the City of Huntsville.
3. In serving as part-time judge, Mr. Rogers agrees to abide by all applicable laws and regulations of the State of Alabama including, but not limited to, those laws and regulations relating to the municipal courts, its judges, the canons of judicial ethics, rules for continuing judicial education, and the rules of judicial administration.
4. Mr. Rogers agrees to conduct Night Court for traffic arraignments and trials for two sessions each week on Tuesdays and Thursdays. These sessions shall begin at 5:30 p.m. and last until the arraignments and trials are completed.
5. During the term of the contract the City of Huntsville agrees to provide a substitute judge for up to four (4) sessions per year, equaling a total of eight (8) sessions for the two year term.

6. During the term of this contract, Mr. Rogers may also serve as a substitute judge for regular sessions of Municipal Court on an as-needed basis.
7. The term of this appointment shall be for a period of two years and shall begin on August 11, 2016, and shall end on August 10, 2018.
8. The compensation to be paid to Mr. Rogers for his services as Night Court judge pursuant to this agreement shall be a total fixed price amount of seventy one thousand four hundred dollars (\$71,400.00) which includes the amount of thirty five thousand seven hundred dollars (\$35,700.00) per year for each year of this agreement. For payment purposes, this compensation shall be divided into twelve equal monthly payments each year of two thousand nine hundred seventy five dollars (\$2,975.00), with each payment being payable by the fifteenth of each month for the services rendered during the preceding month. In addition, if Mr. Rogers serves as a substitute judge for regular sessions of Municipal Court, he shall be paid at the same rate and in the same manner as other substitute judges in Municipal Court. The number of hours worked per week by Mr. Rogers in his capacity as Night Court Judge and/or substitute judge shall not exceed twenty-nine (29).
9. During each year of term of this agreement, the City shall pay Mr. Rogers' registration fee and travel expenses (in accordance with the City of Huntsville travel policy) for the Fall Municipal Conference sponsored by the Alabama League of Municipalities. The City shall not pay any further expenses for seminars, professional development or continuing legal or judicial education.
10. The parties agree that Mr. Rogers has no other rights, privileges, or benefits other than those set forth within this contract.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

THE CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
ITS: Mayor

ATTEST:

Charles E. Hagood


Scott A. Rogers

WITNESS:

