

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Oct 27, 2016

Action Requested By: Traffic Engineering

Agenda Type: Resolution

Subject Matter:

Special Employee Agreement Between the City of Huntsville and Dennis Thompson

Exact Wording for the Agenda:

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

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 "part-time" Traffic Engineer for the Traffic Engineering Division.

Associated Cost: 30,000

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: *L. David Jones*

Date: Oct 11, 2016

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Traffic Engineering**

Council Meeting Date: **10/27/2016**

Department Contact: **Melinda Mills**

Phone # **256-427-5563**

Contract or Agreement: **Agreement**

Document Name: **Special Employee Agreement Between COH & Dennis Thom...**

City Obligation Amount: **30,000**

Total Project Budget:

Uncommitted Account Balance:

Account Number: **1000-75-75100-501010-00000...**

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>L. D...</i>	10-11-16
2) Legal	<i>Mary C. Cates</i>	10-17-16
3) Finance	<i>M. S...</i>	10/19/16
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 he is hereby authorized to enter into an Agreement by and between the City of Huntsville and Dennis Thompson, 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 DENNIS THOMPSON" consisting of three(3) pages and the date of October 27, 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 27th day of October, 2016.

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

APPROVED this the 27th day of October, 2016.

Mayor of the City of Huntsville,
Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND DENNIS THOMPSON**

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND DENNIS THOMPSON**

THIS AGREEMENT is made and entered into on the 27th day of October, 2016, by and between Dennis Thompson, an individual, (“Thompson”) 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. Thompson shall be employed by the City of Huntsville as a Special Employee in the Traffic Engineering Division, 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 Traffic Improvement Projects Manager. Thompson’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 Thompson 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, Thompson shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Thompson 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. Thompson 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 November 19th, 2016.

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

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

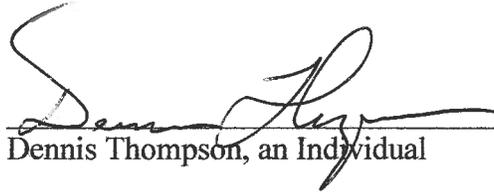
President or Pro Tem of
the City Council of the
City of Huntsville, Alabama
Date: 10/27/2016

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

7. Thompson acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Thompson 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.


Dennis Thompson, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Kenneth Benion
ITS: Clerk-Treasurer

Exhibit "A" – Duties of the Traffic Engineering Special Employee

- Develops project designs and cost estimates for all Traffic Engineering traffic improvement projects and determines those projects or project elements which are best suitable for contractor or in-house implementation.
- Provides construction management oversight for all Traffic Engineering capital improvement and operational projects for congestion and accident reduction.
- Represents the department in tort liability claims related to alleged traffic controls and related deficiencies; submits the necessary records that are needed to respond to insurance adjusters.
- Reviews economic development plans for conformance to applicable design standards and negotiates developer funded improvements to existing intersections related to geometric design, location of access and requirements for traffic control device improvements.
- Directs and supervises studies by Traffic Engineering staff to determine traffic control needs throughout the city; oversees the installation of new installations, improvements and signal timing optimization at existing signalized intersections.
- Provides technical direction regarding traffic sign and signal placement and other Traffic Engineering activities; consults with Engineering and Operations staff to develop specifications for equipment procurement and maintenance activities.
- Oversees collection, management, analysis and interpretation of transportation data including traffic counts, turning movements, speeds, accident data and other measures of congestion.
- Meets with members of the media and the general public regarding Traffic Engineering construction projects, traffic signal requests, signal timing and other traffic safety issues.
- Determines system optimization for all city traffic signal systems.
- Oversees and manages all in-house and contractor provided Traffic Engineering capital improvement projects and the provision of workforces and control equipment provided by Traffic Engineering Division to highway improvement projects managed by others.
- Represents the city in legal actions relating to traffic accident cases between private parties and when the city is a defendant, under advisement by the city attorneys; responds to attorneys and insurance adjusters via depositions, interrogatories and court testimony.
- Conducts site reviews of new city annexations to identify traffic control and geometric deficiencies; recommends remedial measures that need to be installed or constructed.
- Attend council meetings, department head meetings and public meetings for the Director of Traffic Engineering as requested.
- Prepare applications and justification for state and federal funded traffic improvement projects.
- Performs related work as required.