

11-B-1774

(Do Not Write Above This Line)

C. T. M. [Signature]

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF POLICE ("DEPARTMENT"), TO EXECUTE TEMPORARY SERVICE CONTRACTS WITH TWO (2) RETIRED CITY OF ATLANTA POLICE OFFICERS, FOR THE PURPOSE OF INCREASING RECRUITMENT FOR THE DEPARTMENT FOR A PERIOD OF EIGHT (8) MONTHS, IN AN AMOUNT NOT TO EXCEED A TOTAL OF FIFTY THOUSAND DOLLARS (\$50,000); ALL COSTS TO BE CHARGED TO AND PAID BY 1001 (GENERAL FUND), 240401 (APD CHIEF OF POLICE), 5112002 (SALARIES, EXTRA HELP-SWORN), 32230000 (PATROL); AND FOR OTHER PURPOSES.

ADOPTED BY

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: 11/21/11
 Referred To: Finance/Exec
 Date Referred:
 Referred To:
 Date Referred:
 Referred To:

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

PSLA
 Committee _____
 Date 11/29/11

Chair *[Signature]*
 Action *[Signature]*
 Fav, Adv, Hold (see rev. side)
 Other _____

Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____

Action
 Fav, Adv, Hold (see rev. side)
 Other _____

Members _____
 Refer To _____

Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED
 ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
 DEC 05 2011
[Signature]
 MUNICIPAL CLERK

MAYOR'S ACTION
APPROVED
 DEC 14 2011
 WITHOUT SIGNATURE
 BY OPERATION OF LAW



**A RESOLUTION
BY COUNCILMEMBER C. T. MARTIN**

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF POLICE (“DEPARTMENT”), TO EXECUTE TEMPORARY SERVICE CONTRACTS WITH TWO (2) RETIRED CITY OF ATLANTA POLICE OFFICERS, FOR THE PURPOSE OF INCREASING RECRUITMENT FOR THE DEPARTMENT FOR A PERIOD OF EIGHT (8) MONTHS, IN AN AMOUNT NOT TO EXCEED A TOTAL OF FIFTY THOUSAND DOLLARS (\$50,000); ALL COSTS TO BE CHARGED TO AND PAID BY 1001 (GENERAL FUND), 240401 (APD CHIEF OF POLICE), 5112002 (SALARIES, EXTRA HELP-SWORN), 32230000 (PATROL); AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Police Department (“Department”) has determined a need to increase its capacity to recruit and hire new personnel; and

WHEREAS, retired City of Atlanta (“City”) Police Department (“Department”) employees possess knowledge, skills, abilities, and expertise necessary to increase the department’s capacity to recruit and hire new personnel; and

WHEREAS, the Department desires to execute temporary service contracts with two (2) retired City of Atlanta Police Officers (“agreements”) to increase the department’s capacity to recruit and hire new personnel; and

WHEREAS, the Department has identified fifty thousand dollars (\$50,000) from 1001 (General Fund), 240401 (APD Chief of Police), 5112002 (Salaries, Extra Help – Sworn), 32230000 (Patrol), to cover the costs of the agreements; and

WHEREAS, such engagements are authorized pursuant to Article 3, Chapter 5, Section 3-505 of the City of Atlanta Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor, or his designee, is hereby authorized to execute temporary service contracts, on behalf of the Department of Police (“Department”), with two (2) retired City of Atlanta Police Officers (“agreements”) for the purpose of increasing the department’s capacity to recruit and hire new personnel, in an amount not to exceed fifty thousand dollars (\$50,000).

BE IT FURTHER RESOLVED, that all costs for the agreements with the two (2) retired City of Atlanta Police officers shall be charged to and paid from 1001 (General Fund), 240401 (APD Chief of Police), 5112002 (Salaries, Extra Help – Sworn), 32230000 (Patrol).

BE IT FINALLY RESOLVED, that said agreements will not become binding upon the City and the City will incur no liability or obligation under they have been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney, and delivered to the respective retired City of Atlanta Police officers.

A true copy,

Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

DEC 05, 2011
DEC 14, 2011



AGREEMENT

GEORGIA..... CITY OF ATLANTA

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20__, by and between the **CITY OF ATLANTA**, a municipal corporation of the State of Georgia (hereinafter referred to as the City), and *Marsha K. Green* of Atlanta Retired Police (hereinafter referred to as *Marsha K. Green*).

WITNESSETH THAT:

WHEREAS, *Marsha K. Green*, retired as a Police Officer in the Police Department of City; and

WHEREAS, the Mayor and the Chief of Police desire to utilize the knowledge, skills, ability and expertise of Retired Police Officer *Marsha K. Green*, to provide professional assistance to the recruitment department to increase the department's capacity to recruit and hire new employees for the City, at the City of Atlanta Public Safety Headquarters at 226 Peachtree Street SW, and/or the City of Atlanta Public Safety Annex at 3493 Donald Lee Hollowell Parkway, through a contractual agreement for services; and

WHEREAS, the Mayor has certified the necessity of such contractual agreement in compliance with the requirements of Section 3-505 of the Charter of the City of Atlanta; and

WHEREAS, the execution of this agreement, on the part of the City, has been authorized by Resolution No. _____, adopted by the City Council, and approved by the Mayor, in the form and manner of that copy of the same attached hereto as Appendix 1 and made a part hereof by reference.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:

1.

Retired Police Officer *Marsha K. Green*, agrees to provide professional assistance to the recruitment department to increase the department's capacity to recruit and hire new employees for the City of Atlanta as required by the Department of Police, at the City of Atlanta Public Safety Headquarters at 226 Peachtree Street SW, and/or the City of Atlanta Public Safety Annex at 3493 Donald Lee Hollowell Parkway, as directed.

2.

In consideration of such services, the City agrees to pay compensation to *Marsha K. Green*, to be computed at a rate of \$19.53 per hour, for a total not to exceed \$25,000 over the term of this contract, where \$25,000 will be paid from Account No. **1001 (General Fund), 240401 (APD Chief of Police), 5112002 (Salaries, Extra Help-Sworn), 32230000 (Patrol)**.



3.

The Term of this agreement shall commence on this ____ day of _____ 20____, and shall continue thereafter for a period of eight (08) months; provided, however, that this agreement may be terminated by either party upon ten (10) business day's prior written notice to the other.

4.

Retired Police Officer *Marsha K. Green* agrees that the services hereunder shall not constitute reemployment by the City, and he/she shall not acquire any civil service rights, employee benefits, or any further pension rights by virtue of this Agreement. The City agrees that Retired Police Officer *Marsha K. Green*, shall be entitled to continue to receive his/her regular pension payments, and that he/she will not be required to make any contribution to the pension fund by virtue of this Agreement.

5.

The parties agree that the term of this Agreement, as set forth herein, shall constitute the entire agreement between them. Changes, which may be mutually agreed upon by and between the City and Retired Police Officer *Marsha K. Green*, shall be effective and enforceable, only after both parties, hereto, have executed a written amendment.

IN WITNESS WHEREOF, the City, acting by and through its duly authorized officials, and Retired Police Officer *Marsha K. Green*, have executed this Agreement as of this day and year first above written.

ATTEST:

CITY OF ATLANTA (Seal)

Atlanta Police Department

by _____
Title

Witness

Witness

APPROVED AS TO INTENT:

APPROVED AS TO FORM:

Chief of Police

City Attorney

APPROVED:

RECOMMENDED:

Chief Financial Officer

Chief Operating Officer



3.

The Term of this agreement shall commence on this _____ day of _____ 20____, and shall continue thereafter for a period of eight (08) months; provided, however, that this agreement may be terminated by either party upon ten (10) business day's prior written notice to the other.

4.

Retired Police Officer *Julia M. Jackson*, agrees that the services hereunder shall not constitute reemployment by the City, and he/she shall not acquire any civil service rights, employee benefits, or any further pension rights by virtue of this Agreement. The City agrees that Retired Police Officer *Julia M. Jackson*, shall be entitled to continue to receive his/her regular pension payments, and that he/she will not be required to make any contribution to the pension fund by virtue of this Agreement.

5.

The parties agree that the term of this Agreement, as set forth herein, shall constitute the entire agreement between them. Changes, which may be mutually agreed upon by and between the City and Retired Police Officer *Julia M. Jackson*, shall be effective and enforceable, only after both parties, hereto, have executed a written amendment.

IN WITNESS WHEREOF, the City, acting by and through its duly authorized officials, and Retired Police Officer *Julia M. Jackson*, have executed this Agreement as of this day and year first above written.

ATTEST:

CITY OF ATLANTA (Seal)

Atlanta Police Department

by _____
Title

Witness

Witness

APPROVED AS TO INTENT:

APPROVED AS TO FORM:

Chief of Police

City Attorney

APPROVED:

RECOMMENDED:

Chief Financial Officer

Chief Operating Officer

RCS# 1601
12/05/11
4:55 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

CONSENT AGENDA SECTION I OF 12/5/2011
ALL ITEMS EXCEPT 11-O-1768, 11-R-1723
ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 4
EXCUSED: 0
ABSENT 0

Y Smith	Y Archibong	Y Moore	NV Bond
NV Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	NV Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT I

		12-05-11
ITEMS ADOPTED ON CONSENT	ITEMS ADOPTED ON CONSENT	ITEMS ADVERSED ON CONSENT
1. 11-O-1646	42. 11-R-1733	76. 11-R-1753
2. 11-O-1682	43. 11-R-1734	77. 11-R-1754
3. 11-O-1631	44. 11-R-1735	78. 11-R-1755
4. 11-O-1639	45. 11-R-1736	79. 11-R-1756
5. 11-O-1640	46. 11-R-1737	
6. 11-O-1766	47. 11-R-1738	
7. 11-O-1511	48. 11-R-1739	
8. 11-O-1656	49. 11-R-1774	
9. 11-O-1657	50. 11-R-1705	
10. 11-O-1658	51. 11-R-1706	
11. 11-O-1767	52. 11-R-1708	
12. 11-O-1773	53. 11-R-1709	
13. 11-O-1775	54. 11-R-1710	
14. 11-O-1777	55. 11-R-1711	
15. 10-O-0934	56. 11-R-1721	
16. 10-O-0898	57. 11-R-1778	
17. 11-O-1411	58. 11-R-1691	
18. 11-O-1412	59. 11-R-1692	
19. 11-O-1629	60. 11-R-1693	
20. 11-O-1769	61. 11-R-1779	
21. 11-R-1696	62. 11-R-1780	
22. 11-R-1697	63. 11-R-1740	
23. 11-R-1698	64. 11-R-1741	
24. 11-R-1699	65. 11-R-1742	
25. 11-R-1700	66. 11-R-1743	
26. 11-R-1701	67. 11-R-1744	
27. 11-R-1702	68. 11-R-1745	
28. 11-R-1703	69. 11-R-1746	
29. 11-R-1720	70. 11-R-1747	
30. 11-R-1786	71. 11-R-1748	
31. 11-R-1787	72. 11-R-1749	
32. 11-R-1788	73. 11-R-1750	
33. 11-R-1510	74. 11-R-1751	
34. 11-R-1722	75. 11-R-1752	
35. 11-R-1725		
36. 11-R-1726		
37. 11-R-1727		
38. 11-R-1728		
39. 11-R-1730		
40. 11-R-1731		
41. 11-R-1732		