



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/13/2025

File ID: TMP-5153

Department: General Services

Subject:

Type of Action: Approval/Action

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

Resolution No.

Finance Information:

Account Number: 1000-14-14100-501010-00000000

City Cost Amount: \$39,000 maximum

Total Cost: \$39,000 maximum

Special Circumstances:

Grant Funded: No

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address:

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

Renewal of special employee agreement with General Services retired employee Peggy Smith. Contract is for one (1) year.

RESOLUTION NO. 25-_____

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 Peggy Smith, 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 Peggy Smith” consisting of three (3) pages including Attachment “A,” and the date of February 13, 2025, 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 of the City of Huntsville, Alabama.

ADOPTED this the 13th day of February, 2025

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

APPROVED this the 13th day of February, 2025

Mayor of the City of Huntsville, Alabama

SPECIAL EMPLOYEE AGREEMENT COVER SHEET

Instructions:

- All special employee agreements submitted for review must have this Cover Sheet attached.
- Complete the cover sheet in its entirety. Include N/A when appropriate.
- Email the completed cover sheet along with all contractual documents (with attachments) to the Legal and Human Resources Departments.
- Once approved, the requesting department will add to the City Council agenda.

Date:	01/23/2025	<i>Today's Date</i>
Requestor's Name:	Ricky Wilkinson <i>RW</i>	<i>Your Name</i>
Requesting Department:	General Services - 14	<i>Division/Department</i>
Requesting GL Code:	1000-14-14100-501010	<i>Salary Account Number</i>
Individual/Employee Name:	Peggy J. Smith	<i>Individual/Employee Name from Agreement</i>
Termination Effective Date:	02/01/2024	<i>Effective Date of Termination/Retirement</i>
Previous Rate of Pay:	\$ 30.57	<i>Rate of Pay at Termination/Retirement</i>
Agreement Rate of Pay:	\$ 32.12	<i>Rate of Pay in Agreement</i>
Agreement Effective Date:	03/01/2025	<i>Estimated Effective Date of Agreement</i>
Renewal/New Agreement:	Renewal	<input checked="" type="checkbox"/> <i>Is this a renewal or new agreement?</i>

BRIEFLY STATE THE PURPOSE OF THIS AGREEMENT

Renewal of contract with retired employee for services in General Services, not to exceed 19 hours per week or \$39,000 per year. Effective 3/1/25-2/28/26.

LIST ANY BENEFITS PROVIDED IN THE AGREEMENT

TOTAL COST *(list the one-time and annual recurring cost of the agreement)*

• ONE-TIME: _____ ANNUAL: **\$ 39,000.00** OTHER: _____
 • IF MULTI-YEAR AGREEMENT - BEGIN DATE: _____ END DATE or ongoing: _____

ADDITIONAL INFORMATION:

Is this agreement associated with any other contracts or agreements currently in effect with the City of Huntsville. If YES, provide date, vendor for original contract. Yes No

Original Contract Date: _____ Vendor Name: _____

Approved as to Form

Approval: _____ Date: _____

****PLEASE NOTE – Information contained on this document may be subject to change upon approval.**

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND PEGGY SMITH**

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND PEGGY SMITH**

THIS AGREEMENT is made and entered into on the 13th day of February, 2025 by and between Peggy Smith, an individual, (“Smith”) 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. Smith shall be employed by the City of Huntsville as a Special Employee in the General Services Department, 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 General Services Director. Smith’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 Smith at the rate of \$32.12 per hour not to exceed 29 hours per week, with the total sum (including any compensation received by Smith from any RSA member institution) not to exceed \$39,000 during calendar year 2025 nor during the term of this agreement, which shall be paid bi-weekly in accordance with the City’s regular payroll processing system. During the term of this agreement, Smith shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Smith 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. Smith 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 commencing on March 1, 2025 and ending February 28, 2026.

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

PRESIDENT OR PRESIDENT PRO TEM OF THE
CITY COUNCIL OF THE CITY OF HUNTSVILLE,
ALABAMA
DATE: _____

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

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

7. Smith acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Smith 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.



Peggy Smith, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: Clerk

Exhibit "A" Duties of the General Services Accountant Special Employee

- Maintain complete sets of accounts including subsidiary, general ledger, budgetary, and control accounts; make appropriate entries and prepare necessary reports relating to account status; take trial balances and balances; compile cost data.
- Perform internal audit assignments including checking accuracy of entries, examining accounting documents such as payrolls, purchase vouchers, cash receipts, disbursement vouchers, and license and sales tax gross receipts and reports; review requests for payment and assure availability of funds.
- Verify that transactions are properly supported and in accordance with established laws and regulations; help design and monitor accounting systems, including internal controls.
- Examine a variety of financial statements for completeness and conformance with uniform accounting classifications or other specific accounting requirements; assist in the preparation of adjusting journal vouchers; compile statements and submit payment; make routine disbursements as required; reconcile bank statements; maintain appropriate records and files.
- Compile and verify tax information on vendors to report to the Internal Revenue Service; process and distribute 1099 forms to the IRS and vendors.
- May be assigned to serve as backup or assistant to a higher level Accountant.
- Operate a personal computer with spreadsheet or database applications.
- Perforate and file completed payment packages.
- Maintain budget/expense ledgers by purchase order, billing, and program.
- Serve as department inventory control accountant; maintain accounts of all city-owned equipment; prepare and submit reports to external auditors of year-end figures of fixed assets.
- Process and distribute financial and accounting reports.
- Performs related work as required.