



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/25/2024

File ID: TMP-4102

Department: Police

Subject:

Type of Action: Approval/Action

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

Resolution No.

Finance Information:

Account Number: 1000-41-41100-501010-00000000

City Cost Amount: \$ 37,000 maximum

Total Cost: \$ 37,000 maximum

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Special Employee Agreement renewal for Police Polygraph Examiner, Kathy Pierce. Contract renewal is for one (1) year for a maximum of \$37,000.

RESOLUTION NO. 24-_____

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 Kathy Pierce, 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 Kathy Pierce." consisting of four (4) pages and the date of April 25, 2024 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 25th day of April, 2024.

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

APPROVED this the 25th day of April, 2024.

Mayor of the City of
Huntsville, Alabama

SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND KATHY PIERCE
STATE OF ALABAMA (COUNTY OF MADISON)

THIS AGREEMENT is made and entered into on the 25th day of April, 2024, by and between Kathy Pierce, an individual, ("Employee") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH:

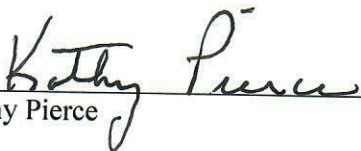
In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Employee shall be employed by the City of Huntsville as a Polygraph Examiner in the Police 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 Chief of Police. Duties of the position Police Polygraph Examiner in the Police Internal Affairs Division, which shall include all work described on Exhibit "A" attached hereto and incorporated herein by reference.
2. In consideration of the services rendered hereunder, the City shall pay Employee at the rate of \$45.00 per hour not to exceed a total of 28 hours per week, with the total sum not to exceed \$37,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Employee shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Employee shall not receive any benefits available to any employee of the City. Employee shall have no authorization to incur any debt or obligation on behalf of the City.
3. The term of the contract shall be for a period of one (1) year commencing on April 25, 2024.
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 Employee 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, Employee shall be subject to all Policies applicable to part-time employees of the City of Huntsville.

President of the City Council
Huntsville, Alabama
Date: April 25, 2024

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


Kathy Pierce

CITY OF HUNTSVILLE, ALABAMA
A Municipal Corporation

BY: _____
Tommy Battle
ITS: Mayor

Exhibit A

Polygraph Examiner

General Purpose

Administers polygraph examinations using standardized polygraph techniques on a multi-channel instrument; and, as appropriate, interviews and interrogates suspects, victims, witnesses and other persons involved in City related investigations; prepares written reports in order to document polygraph examination questions and results, and testifies in court as an expert witness; or assigns, reviews and evaluates the work of Polygraph Examiners and support personnel and performs the more difficult examinations; and does related work.

Class Characteristics

This position reports to a Lieutenant in the Internal Affairs Division of the Police Department. This position requires specialized skill in interviewing and interrogating persons in accordance with accepted techniques of police questioning. Most examinations are conducted with the use of a polygraph instrument. Accuracy is essential, since errors may result in false arrest and other serious consequences. Employee may be required to testify in court as an expert witness on matters related to such examinations.

Essential Functions

- *Evaluates data obtained from reports and investigations in order to determine whether the polygraph examination should be conducted;
- * Interviews subjects using investigative techniques to determine suitability of the subject for polygraph examination;
- * Explains the polygraph examination process to the subject in order to diminish inappropriate anxieties and to meet acceptable standards set forth by the American Polygraph Association and the American Association of Police Polygraphists;
- * Formulates questions to be used in the polygraph examination based on information about the subject, incident, and principles of psychology in order to implicate or exculpate the subject;
- * Selects the appropriate polygraph technique in order to produce charts that record accurate physiological responses;
- * Attaches and adjusts components of the polygraph instrument such as blood pressure cuff, fingerplates, and pneumatic tubes to the subject in order to record physiological response patterns;
- * Establishes the cause of inconclusive results by looking for errors such as improper psychological set and mental suitability to determine whether further testing is necessary;

- * Repairs polygraph instruments, replacing blood pressure cuffs, pneumatic hoses and stem valves, in accordance with the manufacturer's specifications to achieve accurate recordings;
- * Writes reports and/or completes forms using polygraph results to document polygraph examiner's expert opinion;
- * Reviews written reports and polygraph charts completed by other staff members to ensure quality control;
- * Furnishes investigators or attorneys with written reports when required and/or tape records for legal or administrative proceedings;
- * Conducts polygraph examinations in the more complex investigations or crimes;