



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/13/2023

File ID: TMP-3125

Department: Legal

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Employee Agreement between the City of Huntsville and Mary C. Cates.

Resolution No.

Finance Information:

Account Number: 1000-18-00000-501010-00000000

City Cost Amount: \$37,000

Total Cost: \$37,000

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

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

Additional Comments:

RESOLUTION NO. 23-____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into a Special Employee Agreement by and between the City of Huntsville and Mary C. Cates, 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 a "Special Employee Agreement between the City of Huntsville and Mary C. Cates" consisting of four (4) pages, and the date of July 13, 2023, 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 13th day of July, 2023.

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

APPROVED this the 13th day of July, 2023.

Mayor of the City of
Huntsville, Alabama

**SPECIAL EMPLOYEE
AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE
AND MARY C. CATES**

STATE OF ALABAMA)
COUNTY OF MADISON)

**SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND MARY C. CATES**

THIS AGREEMENT is made and entered into on the 13th day of July, 2023, by and between Mary C. Cates, an individual, ("Cates") 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. Cates shall be employed by the City of Huntsville as a Special Employee in the City Attorney's Office 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 City Attorney. Cates' duties as a Special Employee 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 Cates at the rate of \$68.01 per hour not to exceed twenty-nine (29) 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, Cates shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Cates 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. Cates 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 July 14, 2023.

4. The parties mutually agree that the previous Special Employee Agreement approved by City of Huntsville Resolution No. 22-606 on August 11, 2022, is hereby terminated effective July 14, 2023. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

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

President of the City Council of the
City of Huntsville, Alabama
Date: July 13, 2023

7. Cates acknowledges that confidential information may be made available to her in connection with her work pursuant to this agreement. Cates 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. The City shall provide Cates a parking space during work hours at a location determined by the City's Director of Parking and Public Transit.

9. As an employee of the City Attorney's Office, Cates is deemed a "legal service provider", as defined in Code of Ala. 1975, § 6-5-572(2), and is covered by the provisions of Section 2-254 of the City of Huntsville, *Code of Ordinances*.

10. 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.

Mary C. Cates, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____

Tommy Battle

ITS: Mayor

ATTEST:

BY: _____

Shaundrika Edwards

ITS: City Clerk

Exhibit A

Legal Department Legal Counsel Job Description

This is advanced professional legal and administrative work in providing counsel and legal services to the City.

Work involves responsibility for performing a wide variety of assignments which require the application of advanced legal knowledge and abilities in providing legal services for all departments of the city. Work also involves functioning as a chief deputy in charge of office operations assisting the City Attorney as well as participation in special assignments and projects of an administrative nature. An employee of this class is responsible for the conduct of legal research and the drafting of legal opinions on a variety of subjects, advising city officials on legal matters, preparing legal documents and other official documents of the City, and for representing the City before courts, boards, commissions, and similar bodies. Supervision is exercised over lower level attorneys and other personnel assisting in the preparation of cases and other legal assignments. Work is performed with latitude for the exercise of independent professional judgment and action under the general supervision and review of the City Attorney.

Essential and Marginal Functions of Work

Performs administrative assignments as delegated by the City Attorney; prepares reports and recommendations; works with other city officials in improving and maintaining the delivery of legal services to city departments.

Performs difficult legal research and prepares opinions and documents on a wide variety of complex legal problems for city departments, boards, commissions, and agencies; drafts or reviews all types of municipal ordinances, resolutions, and bond provisions.

Prepares and drafts or reviews, revises, and approves, contracts, deeds, leases, and other legal documents and instruments for various city departments.

Investigates serious claims and complaints by or against the city government; recommends action and takes action as necessary.

Represents the City in court, before various boards and commissions, and at administrative hearings.

Counsels and advises subordinate attorneys and assists in their training; acts for the City Attorney as designated.

Consults with members of the Alabama State Bar, city department heads, and with the general public on a variety of legal matters.

Requires regular and prompt attendance plus the ability to work well with others and work well as a team.

MARGINAL FUNCTIONS OF WORK:

Plans and conducts continuing education seminars and employee training on legal topics.

Reviews office procedures and recommends changes.

Approves letters of credit.

Performs related work as required.