



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022

**File ID:** TMP-2388

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**Department:** ITS

**Subject:**

**Type of Action:** Approval/Action

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

Resolution No.

**Finance Information:**

**Account Number:** 1000-17-17200-501010-00000000-

**City Cost Amount:** \$37,000

**Total Cost:** \$37,000

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:**

**Address:** N/A

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

**Additional Comments:** This Special Employee Agreement will allow Sandra Barnes to implement the ITS new Track-IT system.

**RESOLUTION NO. 22-\_\_\_\_\_**

**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 Sandra Barnes, 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 SANDRA BARNES" consisting of two (2) pages and the date of December 15th, 2022 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 15th day of December 2022.

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

**APPROVED** this the 15th day of December 2022.

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Mayor of the City of Huntsville,  
Alabama

**SPECIAL EMPLOYEE**

**AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND SANDRA C. BARNES**

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND SANDRA C. BARNES**

**THIS AGREEMENT** is made and entered into on the 15<sup>th</sup> day of December 2022, by and between Sandra C. Barnes, an individual, ("Barnes") 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. Barnes shall be employed by the City of Huntsville primarily as a Consultant for information technology (IT) database administration, with other IT-related duties as assigned. Work will be performed for the Information Technology Services (ITS) department and shall be classified as "Special Employee" under the City's Personnel Policies and Procedures Manual. Barnes shall be under the direct supervision of the Manager of the Applications Division and may only be engaged by the ITS Managers or ITS Director.

Barnes's duties shall include the following: Administration and technical support for all city SQL database environments.

2. The term of this contract shall be for the period of (12) months commencing on January 1, 2023 and continuing through December 31, 2023.

3. This contract may be terminated by either party upon fifteen (15) days written notice being provided to the party.

4. During the term of this contract, Barnes shall work when requested by her supervisor and shall be paid an hourly rate of \$60.00, not to exceed twenty-four (24) hours per week, with the total salary not to exceed \$37,000 total for this contract term. The said salary shall be paid bi-weekly as needed in accordance with the City's regular payroll processing system. During the term of this agreement, Barnes shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Barnes shall not receive any benefits available to any employee of the City, except those benefits she receives as a result of being retired from regular employment with the City. Barnes shall have no authorization to incur any debt or obligation on behalf of the City.

\_\_\_\_\_  
PRESIDENT OR PRESIDENT PRO TEM OF  
THE CITY COUNCIL OF THE CITY OF  
HUNTSVILLE, ALABAMA

Date: 12/15/22

5. City shall provide, maintain and keep active Barnes's employee computer account and login for the city account - AD\Sandra.Barnes.

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

7. Barnes shall be responsible for maintaining automobile liability insurance on any vehicle owned or leased by her and used while performing services for City with minimum limits of \$100,000 for personal injury; \$100,000 property damage; and \$300,000 per occurrence.

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

9. This agreement constitutes the entire agreement between the parties.

**IN WITNESS THEREOF**, the parties hereto have executed this agreement on the day and year first above written.

\_\_\_\_\_  
Sandra C. Barnes, an Individual

CITY OF HUNTSVILLE, ALABAMA  
a municipal corporation

BY: \_\_\_\_\_  
Tommy Battle  
ITS: Mayor

ATTEST:

BY: \_\_\_\_\_  
Kenneth Benion  
ITS: Clerk Treasurer