



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

---

**Meeting Type:** City Council Regular Meeting **Meeting Date:** 5/8/2025

**File ID:** TMP-5478

---

**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 Richard Harris.

Resolution No.

**Finance Information:**

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

**City Cost Amount:** \$ 39,000/annually

**Total Cost:** \$ 39,000/annually

**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 contract with Richard Harris to perform polygraphs. Contract is for one (1) year.

# 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:	04/22/2025	Today's Date
Requestor's Name:	Jessica Winn	Your Name
Requesting Department:	Police	Division/Department
Requesting GL Code:	1000-41-41100-501010-00000000	Salary Account Number
Individual/Employee Name:	Richard Harris	Individual/Employee Name from Agreement
Termination Effective Date:	2/1/2023	Effective Date of Termination/Retirement
Previous Rate of Pay:	40.16	Rate of Pay at Termination/Retirement
Agreement Rate of Pay:	\$ 45.00	Rate of Pay in Agreement
Agreement Effective Date:	05/08/2025	Estimated Effective Date of Agreement
Renewal/New Agreement:	Renewal	Is this a renewal or new agreement?

## BRIEFLY STATE THE PURPOSE OF THIS AGREEMENT

To employ Mr. Harris as a Polygraph Examiner, in a part-time status, to help process polygraph examinations for the Police Department.

## LIST ANY BENEFITS PROVIDED IN THE AGREEMENT

N/A

## 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:

*Kirk Giles*

Date:

04/22/2025

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

**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 Richard Harris, 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 Richard Harris," consisting of four (4) pages and the date of May 8, 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 8<sup>th</sup> day of May, 2025.

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

**APPROVED** this the 8<sup>th</sup> day of May, 2025.

\_\_\_\_\_  
Mayor of the City of  
Huntsville, Alabama



**SPECIAL EMPLOYEE  
AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE  
AND RICHARD HARRIS**

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**SPECIAL EMPLOYEE AGREEMENT BETWEEN  
THE CITY OF HUNTSVILLE AND RICHARD HARRIS**

**THIS AGREEMENT** is made and entered into on the 8th day of May 2025 by and between Richard Harris, an individual, ("Harris") 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. Harris shall be employed by the City of Huntsville as a Special Employee in the Police Department, 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 Chief of Police, or his designee. Harris' duties of the position of 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 Harris at the rate of \$45.00 per hour not to exceed an average of twenty-nine (29) hours per week, with the total sum not to exceed \$39,000 per year, which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Harris shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Harris shall not receive any benefits available to any employee of the City except those benefits he receives as a result of being retired from regular employment with the City. Harris 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 May 8, 2025.

\_\_\_\_\_  
President of the City Council  
Of the City of Huntsville, AL  
Date: May 8, 2025

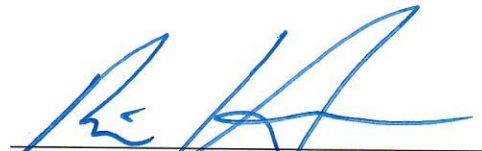
4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

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

6. Harris acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Harris agrees not to disclose the confidential information to any third party, except as it relates to law enforcement activities or prosecution of offenders, at any time following execution of this agreement. This clause shall survive the termination of this agreement.

7. 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.

  
\_\_\_\_\_  
Richard Harris, an Individual

**CITY OF HUNTSVILLE, ALABAMA**  
a municipal corporation

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

ATTEST:

BY: \_\_\_\_\_  
Shaundrika Edwards  
ITS: City Clerk

## **Exhibit A**

### **Polygraph Examiner**

#### **Job Specifications and Duties**

##### **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;