



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 2/22/2024

File ID: TMP-3856

Department: Water Pollution Control

Subject:

Type of Action: Approval/Action

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

Resolution No.

Finance Information:

Account Number: 6000-76-76300-501010-00000000

City Cost Amount: Not to Exceed \$38,000.00

Total Cost: Not to Exceed \$38,000.00

Special Circumstances: N/A

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below) N/A

Address: N/A

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

Additional Comments:

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 a Special Employment Agreement by and between the City of Huntsville and Daniel Duskin, 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 Daniel Duskin.” consisting of two (2) pages, and the date of February 22, 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 22nd day of February, 2024.

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

APPROVED this the 22nd day of February, 2024.

Mayor of the City of Huntsville,
Alabama

SPECIAL EMPLOYEE AGREEMENT
BETWEEN THE CITY OF
HUNTSVILLE
AND DANIEL DUSKIN

STATE OF ALABAMA)
COUNTY OF MADISON)

SPECIAL EMPLOYEE AGREEMENT BETWEEN
THE CITY OF HUNTSVILLE AND DANIEL DUSKIN

THIS AGREEMENT is made and entered into on the 22nd day of February, 2024, by and between Daniel Duskin, an individual, ("Duskin") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama ("City"),

WITNESSETH:

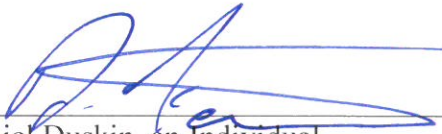
In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Duskin shall be employed by the City of Huntsville as Sewer Maintenance Supervisor and shall be classified as a "Special" employee under the City's Personnel Policies and Procedures Manual.
2. The term of this contract shall be for a period of one year commencing on March 4, 2024.
3. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.
4. Except as specified herein, Duskin shall be subject to all Policies applicable to part-time employees of the City of Huntsville.
5. During the term of this contract, Duskin shall perform the duties and responsibilities of Sewer Maintenance Supervisor and shall be under the direct supervision of the Director of Water Pollution Control. Duties of the position of Supervisor shall include leading and overseeing the work of other employees in demolitions, construction, maintenance, landscape, and solid waste collection. Duskin shall also be responsible for automotive maintenance, and shall operate a variety of heavy equipment used in construction maintenance, waste collection, and repair.

President of the City Council of the City of
Huntsville, AL
Date: February 22, 2024

6. Duskin acknowledges that confidential information may be made available to him in connection with his work pursuant to this agreement. Duskin 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.
7. In consideration of the services rendered hereunder, the City shall pay Duskin at the rate of \$45.27 per hour not to exceed 16 hours per week with the total sum Not to Exceed THIRTY EIGHT THOUSAND AND NO/100 DOLLARS (\$38,000) per year which shall be paid bi-weekly in accordance with the City's regular payroll processing system. During the term of this agreement, Duskin shall not receive any cost of living adjustment approved by the City Council for all other employees of the City. In addition, Duskin 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. Duskin shall have no authorization to incur any debt or obligation on behalf of the City.
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.


Daniel Duskin, an Individual

CITY OF HUNTSVILLE, ALABAMA
a municipal corporation

BY: _____
Tommy Battle
ITS: Mayor

ATTEST:

BY: _____
Shaundrika Edwards
ITS: City Clerk