

CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), is made and entered into as of this _____ day of _____, 2025, by and between the City of Valdez, Alaska, a municipal corporation, as the Employer, hereinafter called the "City," and Nathan Duval, hereinafter called "Employee." City and Employee are sometimes hereinafter collectively referred to as "Parties", and each individually a "Party."

I. RECITALS

WHEREAS, the City wishes to appoint Employee as City Manager of the City of Valdez, Alaska, as provided by Sections 2.1(b) and 5.3(a) of the Valdez City Charter; and,

WHEREAS, Employee has agreed to serve as City Manager subject to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

II. AGREEMENT

Section 1. Employment/Duties

The City appoints and employs Employee as City Manager of Valdez to perform the functions and duties, and to discharge the obligations, specified in Section 5.3(a) of the City Charter and Chapter 2.08 of the City Code, as they may be hereinafter amended, and to perform other legally required, permissible and proper duties, functions and obligations as required by City Charter and Code and as the City Council shall from time to time assign. Employee shall be an "at will" employee of the City. Employee shall always faithfully, industriously, loyally, and to the best of Employee's ability, experience, and talents, perform all the duties that may be required of and from Employee hereunder. Employee shall have the affirmative duty to cooperate, inform, advise, and regularly communicate with the City Council on the status of the City's business and affairs. Such communications shall include, without limitation, reports to the City Council in such form and frequency as the City Council may direct, and participation in all meetings of the City Council.

In addition, Employee is expected to represent the City in communications with officials from State and Federal governmental bodies and agencies regarding legislative priorities and other issues. Employee shall work with lobbyists engaged by the City to identify issues of import to the City. Employee is expected to participate in City arranged trips to Juneau and Washington, D.C. for purposes of engaging in communications with State and Federal officials.

Employee and City agree to work together, in good faith, to promote the goals and initiatives of the Valdez City Council and achieve the stated mission of the City of Valdez.

Section 2. Term

A. Employee's employment as City Manager shall commence after execution of this Agreement and continue indefinitely until terminated. The terms of this Agreement shall continue for an initial period of three (3) years and remain in force thereafter until amended or terminated.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from Employee's position with the City.

Section 3. Salary/Leave/Vehicle Allowance

A. Employee's salary shall be One Hundred Ninety Thousand dollars (\$190,000.00) per year, subject to an annual review and adjustments set by the City Council.

B. Employee's personal leave (sick, vacation, etc.) ("PTO") shall accrue at the rate of twelve (12) hours for each bi-weekly (two-week) pay period. Leave days shall be based on an eight (8) hour workday. Accrued personal leave shall not exceed 600 hours and shall remain a cash value to the Employee upon termination of employment. Any balance of PTO, in excess of the maximum 600 hours, after the final pay period of the year will automatically be cashed out and paid to the Employee by the second pay period of the New Year at the prorated hourly rate of the annual salary stated in Section 3.A above.

C. Employee shall accrue one (1) eight (8) hour day of flexible time per month.

D. Employee shall be assigned a City owned take-home vehicle for official use.

E. The City will pay a Ten Thousand Dollar (\$10,000) sign-on bonus. To be paid on after the first full pay period following the effective date of this Agreement.

F. Employee may receive annual merit increases in a value up to 5% of the annual salary subject to Employee performance and shall be negotiated with the City Council. In determining the level of any annual merit increase, the City Council may consider factors including but not limited to: (1) Evaluations completed by department directors, the City Attorney, the City Clerk, and community peers/leaders; (2) Progress toward City Council established goals and objectives; (3) Employee completion of professional development programs, including obtaining an ICMA certification. (4) Annual evaluations completed by City Council (5) City Manager goals and objectives approved by the City Council. The specific negotiated terms of merit increases shall be added to this Agreement via amendment upon mutual acceptance between the City Council and Employee.

G. Employee shall be considered as a Tier IV PERS Employee with City paid 401(a) and 457 plan contributions consistent with all other Executive Level Management positions.

H. The City shall provide Employee with such professional development and ongoing education as included in the City's Annual Budget, including but not limited to participation in and training by the International City-County Management Association (ICMA), the Alaska Municipal League (AML), and the Alaska Manager's Association (AMA).

I. Employee shall be subject to the policy and regulations related to travel set forth in the Valdez City Council Policies and Procedures, as they may be amended from time to time. Whenever possible, travel for official business and training or educational programs at the City's expense shall be authorized in advance by the City Council. In recognition of the fact that some travel for official business may be required before authorization may be obtained, the City Council shall retain the authority to require reimbursement from Employee for travel or training expenses deemed to: (1) fall outside that which is required in fulfilling Employees duties; or (2) not conducted in the most direct and cost-effective way to accomplish its purpose.

Section 4. Performance Evaluation

A Subcommittee of City Council shall evaluate Employee's performance during the first, second and third quarters of the first year of the term of this Agreement. Additionally, the City Council shall conduct an initial goal setting and performance expectations review with Employee within the first month of employment. The City Council shall provide an annual evaluation and goal setting each January. The City Council shall solicit and consider evaluations completed by department directors, the City Attorney, the City Clerk, and community peers/leaders.

Section 5. Term, Termination, and Severance

A. As stated in Valdez City Charter, Chapter V, Section 5.3, the City Manager shall hold office at the pleasure of the City Council for an indefinite term. The City Council may terminate this Agreement at any time, with or without cause, upon written notice to Employee. Concurrent with the issuance of such notice to Employee, the City may require Employee to continue to perform Employee's duties up to the effective termination date, and, in such case, Employee will be paid Employee's regular salary to the effective termination date. Employee may terminate this Agreement upon giving no less than thirty (30) days advanced written notice of such termination. If either, Employee is terminated at will by the City Council, or the City Council and Employee accept a mutually agreed upon resignation by the Employee, City shall pay Employee a lump sum cash payment equal to the sum of the following: (1) six (6) months' salary (excluding retirement account contributions); (2) an amount equal to premiums for medical/dental insurance benefits paid by the City on behalf of Employee during the most recent historic six (6) month period prior to employment termination; and (3) an amount equal to the value of Employee's personal leave accrued up until the effective date of employment termination. However, Employee shall not be entitled to the severance pay set forth herein if (1) Employee provides notice of termination of his own volition without a request for resignation from the City Council; or (2) Dismissal of Employee is found by City Council to be for cause involving extenuating circumstances, including but not limited to illegal acts, egregious or grossly negligent acts or omissions, or dishonesty, then Employee shall not be entitled to the herein severance pay provision

B. Prior to any termination of Employee, the City Council and Employee shall meet and confer in good faith to address issues underlying the proposal for termination. Employee and the City Council may engage in mediation or other forms of alternative dispute resolution.

C. In the event the City at any time during the term of this Agreement reduces the salary or other financial benefits due Employee in a greater amount or percentage than an

applicable across-the-board reduction for all Executive Level Management employees of the City, Employee may, at Employee's option, deem this Agreement to be terminated as of the effective date of the reduction and shall be entitled to the herein severance provisions.

Section 6. Effective Date

This Agreement becomes effective upon its approval by the City Council and full execution by the Parties. This Agreement supersedes all other agreements, whether written or oral, between the City and Employee.

Section 7. Death or Disability of Employee

A. In the event of Employee's death during the term of employment, the City shall pay to the estate of Employee, or designee of Employee by written notification to the City, Employee's normal prorated salary and accrued leave benefits through the end of the month in which Employee's death occurs.

B. If Employee becomes too mentally, emotionally or physically ill or disabled, in the reasonable opinion of the City Council, to efficiently, effectively and/or safely perform his duties for 45 consecutive calendar days, Employee and City shall be deemed to have mutually agreed to terminate employment and severance will be paid in accordance to the terms of Section 5 above.

Section 8. Hours of Work

It is recognized that the Employee must devote a significant amount of time to the business of the city beyond a typical 40-hour work week. Employee shall have sole discretion as to Employee's required hours worked necessary to the performance of Employee's duties. As an FLSA Exempt employee, Employee shall take leave or unpaid time for any full day's time away from regularly scheduled workdays.

Section 9. Outside Activities

Employee shall devote Employee's full time and effort to the performance of Employee's employment duties under this Agreement and agrees not to accept or perform any other employment without the express prior written consent of the City Council, consent may be withheld in its absolute discretion.

Section 10. Non Discrimination

The City has and enforces a strict policy against any form of unlawful employment discrimination, including, without limitation, unlawful sexual harassment. Employee agrees to act in a non-discriminatory manner. Any discrimination complaints against Employee, or if Employee believes that Employee is the victim of unlawful discrimination, shall be promptly reported to the City Council via the Mayor or City Clerk. All such complaints shall be kept confidential until reviewed by the City Council or its investigator.

Section 11. General Provisions

A. Entire Agreement. This written Agreement constitutes the entire Agreement between the Parties with respect to its subject matter and supersedes any other prior agreements, contracts, representations, promises, inducements, and assurances, oral and written, express and implied, with respect to such subject matter, which are not included herein.

B. Amendment/Novation. No modification, amendments, deletions, additions or novations to or of this Agreement shall be effective unless they are completely and unambiguously contained in a writing executed and delivered by all the Parties to this Agreement. Only the Valdez City Council is authorized and empowered to make any modifications, amendments, deletions, additions or novations to or of this Agreement on behalf of the city.

C. Applicable Law. This Agreement and the respective rights, remedies and obligations of the Parties hereinunder shall be construed and interpreted in accordance of applicable laws of the State of Alaska and the United States of America.

D. Exclusive jurisdiction/Venue. If a question, dispute or claim should arise under or with respect to this Agreement, the jurisdiction and venue thereof shall lie exclusively with the courts of the Third Judicial District for the State of Alaska at Valdez.

E. Waiver. The failure of either Party to object to default under or breach of this Agreement shall not constitute a waiver, either express or implied, of the right to do so in the event of any future or continuing default under or breach of this Agreement.

F. Notices. All notices required under this Agreement or by law shall: a) be in writing, b) contain a clear and concise statement setting forth the subject matter thereof and reasons therefor, and c) be personally delivered, facsimile or email transmitted or mailed by first class mail to each Party of this Agreement at the following addresses:

City:	City of Valdez C/O City Clerk P.O. Box 307 Valdez, AK 99686 Email: spierce@valdezak.gov	Employee:	Nathan Duval P.O. Box 653 Valdez, AK 99686 Email: nduval@valdezak.gov
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G. Independent Counsel. Each Party to this Agreement acknowledges that such Party has obtained, or has had ample opportunity but declined to obtain, the advice of competent independent legal counsel in negotiating, entering, and executing this Agreement. The fact that this Agreement may have been drafted in whole or part by one Party shall not cause any part of this Agreement to be construed against either Party.

Section 12. Additional Terms and Conditions

The City Council shall fix and assign any other such terms and conditions of employment, as it may deem necessary from time to time, relating to performance of Employee, provided such terms, conditions or other duties as assigned, are not inconsistent with or in conflict with provisions of this Agreement.

This Agreement as executed is not confidential and shall be publicly available.

IN WITNESS WHEREOF, the City of Valdez has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Clerk, and the Employee has signed and executed this Agreement both in duplicate.

CITY OF VALDEZ, ALASKA

Dennis Fleming, Mayor

DATE: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

DATE: _____

EMPLOYEE

Nathan Duval, City Manager

DATE: _____

Approved as to form:

Jake Staser
Brena, Bell & Walker, P.C.
City Attorney

DATE: _____