

EMPLOYMENT MEMORANDUM OF UNDERSTANDING

THIS EMPLOYMENT MEMORANDUM OF UNDERSTANDING, made and entered into this 3rd day of May 2023, by and between the **City of Valdez**, a municipal corporation, hereinafter called "Employer", as party of the first part, and **Nathan Duval**, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer has employed Employee as Assistant City Manager / Capital Facilities Director of the City of Valdez; and

WHEREAS, Employee was appointed by City Council to serve as the Interim City Manager of the City of Valdez beginning May 13, 2023.

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

Section 1. Terms of Agreement

Employee shall continue to serve as Interim City Manager until City Council appoints a permanent City Manager and said City Manager begins duties in Valdez.

While serving as Interim City Manager, Employee shall have full authority of City Manager, and shall perform the functions and duties in Chapter 2.08 of Valdez Municipal Code.

Employee's employment shall not be terminated while serving as Interim City Manager and employee's benefits shall continue to accrue without interruption for the duration of this agreement.

If either the Employee or Employer finds in their sole discretion that the Employee's service as Interim City Manager is not in the best interest of the City, Employee will return to his position as Assistant City Manager / Capital Facilities Director with time served as Interim City Manager applied toward employee's employment period with the city.

Section 2. Salary / Leave

Employee's current salary is Range 33 Step M. Employee's next merit award date is August 21, 2023.

While serving as Interim City Manager, Employee's salary shall increase fifteen percent (15%). This increase shall be effective May 13, 2023.

Employee's salary increase will be terminated after City Council appoints a permanent City Manager and said Manager begins duties in Valdez, or when Employee returns to his position as Assistant City Manager / Capital Facilities Director, whichever occurs first. At that time, Employee's salary will return to Range 33 Step M.

All other terms of Employment, including Employee's annual leave accrual, benefits, merit awards and probationary status shall remain the same except for expected employment anniversary related increases.

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

Employee

Authorized City of Valdez, Alaska,

Nathan Duval

Sharon Scheidt, Mayor

Date

Date

Attested:

Sheri L. Pierce, MMC, City Clerk

Approved as to Form:
Brena, Bell & Clarkson, P.C.

Jon S. Wakeland

Date