

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into this 12 day of March 2025, by and between the City of Dillingham, Box 889, Dillingham, AK 99576 ("City") and Daniel E. Decker Sr. of Dillingham, AK 99576 ("Manager" or "Mr. Decker"). Effective midnight March 6, 2025 ("Effective Date").

WHEREAS, at the regular meeting on March 6, 2025, the Council voted to appoint Mr. Decker as the permanent City Manager at his current wage with a three-year contract; and

WHEREAS, the intent of this employment agreement is to terminate Mr. Decker's Acting City Manager employment contract at midnight on March 6, 2025, and start a new employment agreement as the permanent Manager for three years starting March 7, 2025; and

WHEREAS, pursuant to the Council's decision to appoint Mr. Decker, the Mayor is authorized to execute this Agreement (DMC 2.18.010); and

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City and Mr. Decker agree as follows:

1. Duties and Nature of Employment.

- a. The City agrees to employ Mr. Decker, and Mr. Decker agrees to be employed by the City in the position of City Manager. Mr. Decker is an at-will employee who serves at the pleasure of the City Council. Mr. Decker is an administrative or executive employee and is not entitled to receive overtime compensation.
- b. Mr. Decker must perform all duties and functions assigned to the City Manager by law or ordinance, and such other duties and functions as the City Council from time to time prescribe.

2. Salary. The City agrees to pay Mr. Decker for his services an annual salary of \$149,500 payable in the same installments as other employees of the City (biweekly).

3. Term.

- a. Mr. Decker agrees to begin employment pursuant to the terms of this Agreement on the Effective Date.
- b. This Agreement expires three years from the effective date, expires as provided by law, or expires by the other terms this Agreement.

4. Termination of Agreement.

- a. The City Council may terminate Mr. Decker's employment at any time, for any reason or for no reason, by delivering to Mr. Decker written notice of termination. In the event of termination other than for good cause and with less than sixty (60) days advance notice, the City must pay to Mr. Decker as severance pay an amount equal to two months' salary in lieu of any and all other damages or money that Mr. Decker might claim. However, upon expiration of the term of this Agreement or if Mr. Decker is terminated for good cause, the City is under no obligation to pay the severance pay to Mr. Decker. For the purpose of this section, the term good cause means:
 - i. A willful breach, disregard, or habitual neglect of duties assigned to Mr. Decker by law or by the City Council.
 - ii. Any conduct of Mr. Decker bringing public embarrassment or ridicule to the City.
 - iii. Any misconduct of Mr. Decker involving an act of moral turpitude or illegality.
- b. Prior to any termination for cause, Mr. Decker is entitled to a hearing before the Council, at which he may be represented by counsel, present and cross-examine witnesses.
- c. Mr. Decker may resign his employment as City Manager at any time, for any reason, or for no reason, by delivering to the Mayor of the City written notice of resignation at least thirty (30) days prior to the effective date of resignation. If Mr. Decker resigns, he will not receive severance pay.

5. Benefits.

- a. Mr. Decker has the standard medical and dental benefits as provided to other City employees, including coverage for spouse and dependents, and is a participant in the State Public Employee Retirement System, with those benefits associated with that program. City will include the City Manager as a named insured on City's public officials' liability policy.
- b. Mr. Decker will receive compensation for holidays recognized and outlined in the City of Dillingham Personnel Policy Section 5.20.
- c. Mr. Decker will have and accrue leave and be subject to all rules for leave accrual, retention, and usage consistent with his previous employment as a City employee.

- d. The City agrees to pay for Mr. Decker to attend the Alaska Municipal Management Association (AMMA) conference as budgeted funds allow.
 - e. The City agrees to pay annual membership dues to AMMA and other similar municipal professional associations for Mr. Decker as budgeted funds allow.
 - f. The City must provide Mr. Decker with a city-owned vehicle for City Manager business use and for which the City pays for gas and maintenance.
6. Confidentiality. Mr. Decker recognizes that the City Manager will receive and have access to information of a confidential nature. Mr. Decker agrees any confidential information obtained as a result of the City Manager position will be maintained as confidential to the extent authorized by law.
 7. Conflict of Interest. Mr. Decker agrees to be fair and impartial in all dealings and will avoid any actions which create a conflict of interest or might reasonably be interpreted as affecting the impartiality of his position as City Manager. Mr. Decker may not use his position for the primary purpose of obtaining personal financial gain or financial gain for a spouse, child, mother, father, or business with which Mr. Decker is associated. Mr. Decker may not solicit or receive money for advice or assistance given in the course of his public employment. Mr. Decker may not represent a client before the City Council.
 8. Education and Training Expenses. Travel and expenses related to education and training of the City Manager will be budgeted for by the City on an annual basis. Actual time spent attending meetings and conferences approved by the City Council, and reasonable travel time, does not count as leave. Forms and receipts for reimbursement and calculation of leave must be promptly filed with the Finance Department in accordance with City policy.
 9. Integration, Modification, and Interpretation. Except as otherwise provided herein, this instrument is the entire Agreement and supersedes any previous employment agreement or arrangements. It may be modified only in writing signed by each of the parties. This Agreement will be interpreted in accordance with the laws of the State of Alaska.
 10. Severability. This Agreement is severable and if any portion hereof is held invalid, the remainder remains in full force and effect.

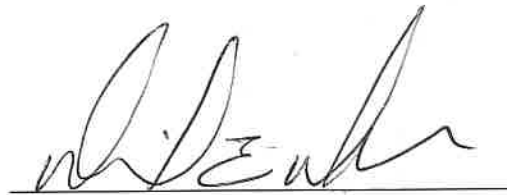
11. Applicability of City Personnel Regulations. The City of Dillingham Code of Ordinances and Personnel Regulations as they may exist from time to time govern this Agreement, provided, however, that the provisions of this Agreement take precedence in any area specifically addressed by this Agreement. For example, the termination provisions provided herein prevail over any personnel regulations.

12. Manager's Certification. Mr. Decker hereby certifies that he has received a copy of this Employment Agreement and the City Personnel Policies. He further certifies that he understands this Agreement, has been given a reasonable amount of time to review this Agreement, and that it fairly represents the agreement reached between the parties.

DATED this 12 day of March, 2025.

CITY OF DILLINGHAM

BY: 
ALICE RUBY
Mayor


Daniel E. Decker Sr.

ATTEST



City Clerk