

CITY OF DILLINGHAM,  
ALASKA

**RESOLUTION NO. 2024- 19**

**A RESOLUTION OF THE DILLINGHAM CITY COUNCIL APPOINTING DANIEL  
DECKER AS ACTING CITY MANAGER**

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WHEREAS, Kimberly Johnson was appointed Acting City Manager of Dillingham in June of 2023; and

WHEREAS, Ms. Johnson resigned effective March 15, 2024; and

WHEREAS, at the March 14 regular meeting of the Dillingham City Council, Daniel Decker was appointed Acting City Manager; and

WHEREAS, Council directed that Mr. Decker should be given a contract similar to the contract between the City and Mr. Mawson, the most recent full-time City Manager; and

WHEREAS, Mr. Decker has been the City Clerk and is familiar with Dillingham City Government; and

WHEREAS, the City will undertake to hire a permanent or interim city manager as soon as reasonably practicable, but requires an acting manager until such person can be hired; and

WHEREAS, it is the best interest of the City to appoint Mr. Decker for up to one year to serve as the Acting City Manager;

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council appoints Dan Decker to the position of Acting City Manager, pursuant to DMC 2.21.080, subject to the conditions of the attached Employment Contract, as it may be amended subject to Council direction to administration or the City Attorney. The appointment shall be effective March 14, 2024.

PASSED and ADOPTED by the Dillingham City Council on March 19, 2024.

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Alice Ruby, Mayor

ATTEST:

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Daniel E. Decker Sr., City Clerk

## **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into this 19th day of March, 2024, by and between the City of Dillingham, Box 889, Dillingham, AK 99576 ("**CITY**") and Daniel E. Decker Sr., PO Box \_\_\_ Dillingham, AK 99576 ("**ACTING MANAGER**" or "Mr. Decker"). Effective March 14, 2024 ("Effective Date").

WITNESS: For and in consideration of the mutual covenants contained in this Agreement, the City of Dillingham agrees to retain Mr. Decker as its Acting City Manager under the terms and conditions set forth below:

1. Duties and Nature of Employment.

(a) **CITY** agrees to employ Mr. Decker, and Mr. Decker agrees to be employed by the **CITY** in the position of Acting 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 shall perform all duties and functions assigned to the **ACTING MANAGER** by law or ordinance, and such other duties and functions as the City Council shall from time to time prescribe.

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

3. Term.

(a) **ACTING MANAGER** shall begin employment pursuant to the terms of this Agreement on the Effective Date.

(b) This Agreement shall expire on year from its effective date, or upon the employment of a permanent manager.

4. Termination of Agreement.

(a) The City Council may terminate the **ACTING MANAGER** at any time, for any reason or for no reason, by delivering to the **ACTING MANAGER** 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** shall pay to **ACTING MANAGER** as severance pay an amount equal to two months' salary in lieu of any and all other damages or money that **ACTING MANAGER** might claim. However, upon expiration of the term of this Agreement or if the **ACTING MANAGER** is terminated for good cause, the **CITY** shall not pay severance pay

to the **ACTING MANAGER**. For this purpose the term good cause shall mean:

(1) A willful breach, disregard, or habitual neglect of duties assigned to the **ACTING MANAGER** by law or by the City Council.

(2) Any conduct of **ACTING MANAGER** bringing public embarrassment or ridicule to the **CITY**.

(3) Any misconduct of **ACTING MANAGER** involving an act of moral turpitude or illegality.

(b) Prior to any termination for cause, **ACTING MANAGER** shall be entitled to a hearing before the Council, at which he may be represented by counsel, present and cross-examine witnesses.

(c) **ACTING MANAGER** 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 the **MANAGER** resigns, the **MANAGER** shall not receive severance pay.

5. Benefits.

(a) **ACTING MANAGER** shall have standard medical and dental benefits as provided to other **CITY** employees, including coverage for spouse and dependents, and shall be a participant in the State Public Employee Retirement System, with those benefits associated with that program. **CITY** shall include **ACTING MANAGER** as a named insured on **CITY'S** public officials' liability policy.

(b) **ACTING MANAGER** will receive compensation for holidays recognized and outlined in the City of Dillingham Personnel Policy Section 5.20.

(c) **ACTING MANAGER** will have and accrue leave and be subject to all rules for leave accrual, retention, and usage consistent with his previous employment as City Clerk.

(d) **CITY** agrees to provide for paid attendance to the Alaska Municipal Management Association Conference as budgeted funds allow.

(e) **CITY** agrees to pay annual membership dues to AMAA and other similar municipal professional associations as budgeted funds allow.

(f) City shall provide **ACTING MANAGER** with a city-owned vehicle

for **MANAGER'S** business use and Manager may take vehicle home for afterhours matters that may arise. The City pays for gas and maintenance.

6. Confidentiality. The **ACTING MANAGER** recognizes that the City Manager will receive and have access to information of a confidential nature. The **ACTING MANAGER** 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. **ACTING MANAGER** will 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. The **ACTING MANAGER** shall 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 the **MANAGER** is associated. The **ACTING MANAGER** shall not solicit or receive money for advice or assistance given in the course of his public employment. The **ACTING MANAGER** may not represent a client before the City Council.

8. Education and Training Expenses.

Travel and expenses related to education and training of **ACTING MANAGER** will be budgeted by **CITY** on an annual basis. Actual time spent attending meetings and conferences approved by the City Council, and reasonable travel time, shall not count as leave. Forms and receipts for reimbursement and calculation of leave will 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 shall not thereby be invalidated, but shall remain 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 shall govern this Agreement, provided, however, that the provisions of this Agreement shall take precedence in any area specifically addressed by this Agreement. For example, the termination provisions provided herein shall prevail over any personnel regulations.

12. Manager's Certification. **ACTING MANAGER** hereby certifies that he

has received a copy of this Employment Agreement and the City Personnel Policies. He further certifies that he understands this instrument and that it fairly represents the agreement reached between the parties.

**DATED** this 19<sup>th</sup> day of March, 2024.

CITY OF DILLINGHAM

BY: \_\_\_\_\_  
ALICE RUBY  
Mayor

\_\_\_\_\_  
Dan Decker

ATTEST

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City Clerk