

**EMPLOYMENT AGREEMENT**  
**Between the**  
**KETCHIKAN GATEWAY BOROUGH ASSEMBLY**  
**and Ruben Duran, Borough Manager**

**THIS EMPLOYMENT AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **Ketchikan Gateway Borough Assembly** (hereinafter **ASSEMBLY**) and **Ruben Duran** (hereinafter **MANAGER**).

**RECITALS**

A. The **ASSEMBLY** wishes to continue to employ the services of Ruben Duran as Borough Manager of the Ketchikan Gateway Borough. The **MANAGER** wishes to continue his employment at the same time.

B. The **ASSEMBLY** and **MANAGER** desire to provide for certain procedures, benefits, and requirements regarding the employment of **MANAGER** by the **Ketchikan Gateway Borough** (hereinafter **Borough**).

**NOW, THEREFORE**, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

**Section 1: Agreement to Perform.** The **ASSEMBLY** agrees to employ the **MANAGER** and the **MANAGER** agrees to perform the duties of the Borough Manager of the Ketchikan Gateway Borough as specified in the job description included as Exhibit A attached hereto and incorporated herein by this reference.

**Section 2: Term of the Contract.** This agreement shall be for a term of three (3) years commencing on July 1, 2021, and terminating three (3) years later unless the **MANAGER** resigns or is terminated prior to the end of the term. Thereafter the provisions of this agreement shall continue in

full force and effect from year to year if a majority of the Assembly approves such extension at least 90 days before the end of the initial three-year term. The provisions of this agreement shall remain the same during any extensions unless both parties agree in writing to amend any or all of the provisions of the agreement. Provided, however, that increases in salary pursuant to Section 3 shall be deemed as amendments to this agreement without requiring a written amendment.

This agreement is intended to supersede the agreement of the parties dated November 4, 2016.

**Section 3: Compensation and Annual Review.**

(a) The **ASSEMBLY** agrees to pay the **MANAGER** for services rendered at a salary of One Hundred and Sixty Thousand Dollars (\$160,000) per annum paid semi-monthly beginning on July 1, 2021. The **ASSEMBLY** agrees to review **MANAGER'S** performance and salary at least annually prior to adoption of the fiscal year budget. The **MANAGER** is hereby authorized to schedule a request for performance evaluation on the Assembly agenda prior to the end of each fiscal year. The compensation of **MANAGER** may not be decreased except as provided in Section 4.

(b) The annual compensation for the **MANAGER** will be adjusted in the same percentage as the non-represented employees such as a COLA.

The **ASSEMBLY** agrees to pay the **MANAGER** on July 1, 2021 the longevity incentive compensation payment provided for in Section 3(b) of the employment contract between the Borough and the **MANAGER** dated November 4, 2016. The amount to be paid to the **MANAGER** is \$55,542.19 as projected by the Borough Finance Department.

**Section 4: Reduction in Compensation.** In the event the **ASSEMBLY** at any time without **MANAGER'S** consent reduces his salary or other financial benefits, except to the same degree as a reduction for all non-union employees, or except for noncompliance by the **ASSEMBLY** with the terms of Section 7 hereof, **MANAGER** may, at his option, deem that he has been "terminated" within the

meaning of this Agreement, and shall be entitled to the severance payments provided for under Section 6 of this Agreement.

**Section 5:**        **Hours of Work.** In accordance with Section 3.15.170(b) of the Ketchikan Gateway Borough Code (Borough Code) the **MANAGER** shall work the hours necessary to perform required duties without overtime compensation or compensatory leave.

**Section 6:**        **Termination and Resignation.** This agreement may be terminated as follows:

- (a) Termination and Severance Payment. **MANAGER** acknowledges and agrees that he will serve at the pleasure of the **ASSEMBLY** and that he may be removed at any time by the **ASSEMBLY** with or without cause. In the event he is terminated by the **ASSEMBLY**, or the **ASSEMBLY** requests his resignation, the Borough agrees to pay him a lump sum cash payment equal to the value of 100% of his accrued leave, less required deductions, including taxes, plus three (3) months' salary. This right to severance payment shall not apply in the event of his death or physical or mental inability to perform his duties as Borough Manager, if he is convicted of an unlawful act in the discharge of his duties or a crime involving dishonesty, or if he voluntarily resigns not at the request of the **ASSEMBLY**.
- (b) Voluntary Resignation. If **MANAGER** voluntarily resigns, he shall be entitled to payment of an amount equal to the value of 100% of accrued leave, less required deductions, including taxes; however, if the **MANAGER** fails to give ninety (90) days' written notice of resignation all unused leave shall be forfeited.

**Section 7:**        **Membership Dues, Conferences, and Training.** The **ASSEMBLY** agrees to cooperate in providing the **MANAGER** with professional training and growth by providing funding for the following:

- (a) The Borough will provide membership dues and admission fees for ICMA, AMAA if

requested. Membership dues to other appropriate professional groups are subject to review and approval annually by the **ASSEMBLY** during the budget process.

- (b) Reasonable and necessary costs associated with the **MANAGER'S** travel, training, and attendance at official meetings, educational seminars and programs, conferences and professional development as such are reviewed and approved annually by the **ASSEMBLY** during the budget process.

**Section 8: Leave provisions.** Paid time off (PTO), paid holidays, unexpected absences, death in the family, military leave, and court leave shall be as provided by Borough Code. Provided, however, that the **MANAGER** accrue PTO at the rate of thirty-six (36) days per year. PTO shall be used for absences in excess of two (2) hours. The **MANAGER'S** balance of accrued PTO existing at the commencement of this agreement shall carry forward.

**Section 9: Retirement Benefits.** The position of Borough Manager is not included in any retirement benefit system at the time of execution of this Employment Agreement. The **ASSEMBLY** shall not be obligated to provide for any retirement benefits for the **MANAGER** apart from allowing the **MANAGER** to participate, on a voluntary basis, in deferred compensation opportunities available to borough employees.

**Section 10: Health Benefits.** The **MANAGER.** shall receive the same health insurance benefits as that in effect for non-represented Borough employees.

**Section 11: Other Benefits.** Except as otherwise specifically addressed in this Employment Agreement, the **MANAGER** shall receive the same fringe benefits to which other regular Borough employees are entitled under the Borough Code. To the extent that there is a conflict or inconsistency between the terms of this Employment Agreement and the Borough Code, the terms of this Employment Agreement shall prevail.

**Section 12: Miscellaneous.**

- (a) Terminology. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter gender.
- (b) Paragraph Headings. The headings of the several sections and subsections contained herein are for convenience only and do not define, limit or construe the contents of such sections and subsections.
- (c) Successors and Assigns. Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.
- (d) Severability. In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**WHEREFORE,** the parties have entered into this Employment Agreement the date and year first written at the City of Ketchikan, Alaska.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ruben Duran, Borough Manager

KETCHIKAN GATEWAY BOROUGH ASSEMBLY

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rodney Dial, Borough Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Kacie Paxton, Borough Clerk

\_\_\_\_\_  
Glenn Brown, Borough Attorney