

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”), dated as of April 1, 2020 (“Effective Date”), is between the City of Homer, Alaska (“City”) and Marvin Yoder (“Interim Manager”).

RECITALS

WHEREAS, the City wishes to employ Marvin Yoder as Interim City Manager and Marvin Yoder has agreed to serve the City in the capacity of Interim City Manager, on the terms and conditions herein set forth,

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in this Agreement, the City and Interim Manager agree as follows:

Section 1. Duties of Interim Manager.

Interim Manager shall be employed by City as, and hold the title of, “Interim City Manager” of the City of Homer. Interim Manager shall serve at the pleasure of, and report directly to, the Homer City Council (“Council”). Interim Manager shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska and the Homer City Code, all as may be amended from time to time, and as established by the Council from time to time. Interim Manager shall maintain residency in the City of Homer during the entire term of this Agreement.

Section 2. Compensation of Interim Manager.

A. **Salary.** Interim Manager shall receive a monthly salary of \$9,273.00 payable in regular installments at the time other City employees are paid, or as otherwise agreed upon between the parties in writing. All compensation paid to Interim Manager shall be subject to required employment deductions, taxes, and contributions.

B. **Benefits.** Interim Manager voluntarily requested to be excluded from the Alaska Public Employees Retirement System (PERS) during the term of this Agreement, as Mr. Yoder is already receiving a retirement benefit from PERS. Interim Manager has additionally requested to be excluded from group medical and dental insurance coverage provided to the employees of City.

C. **Leave.** Interim Manager shall accrue combined sick and annual leave at the rate of 9.23 hours per pay period. Leave may be used as it accrues. Interim Manager shall keep the Council apprised of planned absences; and leave exceeding five consecutive days in duration must be approved by the Council. Upon employment separation, including expiration of this Agreement, Interim Manager shall receive payment for all accrued, unused leave, at Interim Manager’s current rate of pay. Payment of accrued unused leave shall be subject to all deductions, taxes and contributions required by law.

D. Travel, Meetings, and Professional Development. Interim Manager shall receive allowance for travel, out-of-town meetings or professional development expenses as may be approved by the Council from time to time.

Section 3. Term And Termination.

A. Term. The term of Interim Manager's employment under this Agreement shall begin on the Effective Date, and unless sooner terminated as provided herein,

B. Termination. Interim Manager's employment under this Agreement is terminable at will and at any time by City, without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood and agreed by Interim Manager that he holds the position of Interim City Manager and serves as Interim City Manager at the will of the Council. Interim Manager acknowledges that any action by the Council in connection with terminating Interim Manager's employment under this Agreement is not subject to any administrative or grievance procedure, and Interim Manager hereby waives the benefit of any right to notice, pre- or post- termination hearing or any other procedure that may now or hereafter apply to any such action by the Council or be available to other City employees. Interim Manager shall provide City with written notice of his resignation no less than sixty (60) days prior to the effective date of his resignation or prior to termination of this Agreement. If Interim Manager resigns without providing such notice, then Interim Manager shall forfeit all benefits which Interim Manager otherwise would have been entitled to receive upon resignation under this Agreement, including payment of unused accrued leave.

Section 4. Other Employment.

It is recognized that Interim Manager must devote a great deal of time outside normal office hours to business of the City. Normal work hours in a regular workweek hereunder shall be construed to mean Monday through Friday, an 8-hour period between 7:00 a.m. and 6:00 p.m. Interim Manager shall not take nor undertake employment with any other person, entity or business, without prior approval of the City Council.

Section 5. Indemnification by City.

The City shall indemnify, hold harmless and defend Interim Manager against all claims and liability which may result from any claim, action or suit by person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by Interim Manager in the course of performance of his official duties during the duration of his employment with City under this Agreement, *provided, however*, that City shall not be obliged to indemnify, hold harmless or defend Interim Manager against any such claim that was caused by Interim Manager while acting outside the course of performing his official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

Section 6. General Provisions.

Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Homer, Alaska, and the venue for any legal proceedings thereon shall be the Superior Court for the State of Alaska, Third Judicial District, at Homer, Alaska.

This Agreement supersedes all prior oral or written agreements, if any, between Interim Manager and City, and constitutes the entire agreement between Interim Manager and City and approved by the Council.

IN WITNESS WHEREOF the City of Homer has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Marvin Yoder has signed and executed this Agreement for and on behalf of himself, both in duplicate, as of the day and year first above written.

CITY OF HOMER

INTERIM MANAGER

Ken Castner, Mayor

Marvin Yoder

ATTEST:

Melissa Jacobsen, MMC, City Clerk

STATE OF ALASKA

)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Marvin Yoder, known to me and to me known to be the individual named in and who executed the foregoing document, and he acknowledged to me that he signed and sealed the same as his free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notary seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires: _____

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Ken Castner, Mayor, known to me and to me known to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document by authority granted in him by the CITY OF HOMER for the uses and purposes therein set forth.

WITNESS my hand and notary seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires: _____