

EMPLOYMENT AGREEMENT

between the CITY OF NOME, ALASKA and Joy Baker to serve as a Project Manager for the Arctic Port for the City of Nome.

This Agreement, effective the 7 day of October, 2023, is between the City of Nome (hereinafter referred to as 'City') and Joy Baker (hereinafter referred to as 'Employee'). The City agrees to employ the Employee as the Project Manager of the Port of Nome under the direction of the City Manager. This agreement shall continue as provided in Section 5 below, unless terminated or extended as provided below.

In consideration of the mutual covenants and promises of the Parties hereto, the City and the Employee agree as follows:

Section 1. **MUTUAL ASSENT TO EMPLOYMENT**

The City hereby employs the Employee to perform services as the Project Manager of the Port of Nome for the City of Nome, Alaska, and Employee hereby accepts and agrees to such employment.

Section 2. **GOVERNING LAW**

Unless otherwise provided in this Agreement, this agreement and the employment of the Employee hereunder, shall be subject generally to all applicable provisions of Title 29 of the Alaska Statutes and the Nome Municipal Code and all amendments thereto and judicial determinations thereof. In the case of any conflict between the provisions of Chapter 2.45 of the Nome Municipal Code and any personnel policies adopted pursuant thereto, the terms of this contract shall govern.

Section 3. **DUTIES OF PROJECT MANAGER**

Under the direction of and answerable to the City Manager or their designee the Employee shall perform all duties required of as the Project Manager for the Port of Nome. Employee shall perform such duties as specified by law, ordinance, and position description. Employee is expected to supervise the staff of the Port of Nome and to provide support to the City Manager, Port Commission and Common Council. Employee is also subject to other duties as assigned by the City Manager.

Section 4. **EXTENT OF SERVICES**

The Employee shall devote enough time, attention, knowledge, and skills to the interests of the City to provide for efficient, effective, accountable, and credible administration and operations of the Port of Nome. Employee agrees not to undertake any obligations, have other business affiliations, or engage in any activities which are competitive,

incompatible, adverse to, or in conflict with the City's interests, except as provided **in** this Agreement or as specifically approved by the City Manager. This does not prohibit Employee from being involved with unrelated business or passive personal investments. The Employee shall work an average thirty hour work week.

Section 5. TERM OF EMPLOYMENT

A. This Agreement shall be for a eight month term. Starting October 7, 2023 and expiring May 1, 2024

B. Upon expiration of the Initial Term, the Parties may, by mutual consent, extend the Agreement for additional periods of time. The Employee must provide to the City at least sixty (60) days written notice prior to the expiration of the Initial Term and approved extension term(s) of the Agreement, informing the City of his intent to enter into an extension.

Section 6. TERMINATION OF THE EMPLOYMENT AGREEMENT

A. The Parties agree that the City's business can only succeed **if** the Employee and the City Manager enjoy a working relationship based upon mutual respect, trust, and positive attitudes. Accordingly, Employee serves at the pleasure of the City Manager and is an "at will" employee of the City of Nome. The City may terminate the employment of the Employee without cause at any time during the term of this Agreement by directing written notice of termination to Employee by certified or registered mail, return receipt requested, or by hand delivery. In the event of termination without cause while Employee is ready, willing, and able to perform the duties of Port Director, the City shall pay Employee a sum equal to two months of Employee's annual compensation. The Employee shall also be entitled to the balance of accrued personal leave to the date of termination.

B. City may terminate Employee for Cause. Termination for "Cause" means termination because of (a) willful misconduct **in** the performance of Employee's duties, conviction of Employee of a felony, a crime involving moral turpitude, or any other illegal conduct substantially detrimental to the business or reputation of the City, dishonesty which has resulted in material damages to the property or business of the City, material misappropriation of, or intentional material damage to, the property or business of the City, Employee's perpetration of fraud on the City which has resulted in material damage to the City; (b) Employee's willful or negligent failure to perform Employee's duties, including Employee's refusal to comply in any material respect with the reasonable and legal directives of the City Manager, so long as such directives are not inconsistent with Employee's position and duties, and such refusal to comply is not remedied within 10 working days after written notice from the City Manager, which notice shall state that failure to remedy such conduct shall result **in** termination; or (c) any loss of confidence on the part of the City Manager **in** Employee's ability to continue to effectively carry out Employee's duties under this Agreement. Should City intend to terminate Employee for cause,

Employee shall be given written notice of the reasons for the termination and an opportunity to respond in person before the City Council in an open or an executive session at Employee's sole option, prior to the effective date of the termination of employment. If the relationship is so terminated, the Employee shall not be entitled to any severance or termination pay. The Employee shall be entitled to the balance of accrued personal leave to the date of termination.

C. The Employee may terminate this Agreement at any time with or without cause upon giving sixty (60) days written notice to the City Manager. Upon receipt of notice, the City Manager may immediately terminate the relationship or require the Employee to continue employment for a period not to exceed sixty (60) days at the regular rate of pay from the date of receipt of notice. If the relationship is so terminated, the Employee shall not be entitled to any severance or termination pay. The Employee shall be entitled to the balance of accrued personal leave to the date of termination.

D. If any disputed termination under Section 6.B. is subsequently determined to have been without cause, Employee's recovery shall be limited to those payments specified In Section 6.A.

Section 7. COMPENSATION

It is agreed and understood by the Parties the position of Harbormaster is an exempt position under the guidelines of the Federal Fair Labor Standards Act and the Alaska Wage and Hour Law. It is specifically understood by the Parties that no overtime compensation will accrue to the Employee or be offered or paid to the Employee. Employee may request flex scheduling, subject to prior approval by City Manager.

A. The City shall pay Employee in full payment of Employee's compensation at a salary of \$2,014.80 per week or \$67.16 per hour.

B. At the end of each year of employment under the Term of this Agreement, and based upon satisfactory performance as determined by the performance evaluation conducted by the City Manager, the City may increase the Employee's regular rate of pay the next year of employment.

Section 8. BENEFITS

A. The City shall provide the Employee, Employee's spouse, and dependents with health (medical, dental, vision) insurance coverage equivalent to the insurance package provided to regular City employees.

B. The City agrees that the Employee will participate in the Public Employees Retirement System (PERS).

C. The City shall provide the Employee with a term life insurance policy in an amount of Fifty

Thousand dollars {\$50,000}.

- D. The City shall provide the Employee workers' compensation insurance coverage.

Section 9. LEAVE

The Employee shall accrue 18.50 hours of personal time off per month. Any unused personal time off at the termination of employment will be paid to the Employee at the wage rate in effect at the time.

Section 10. HOLIDAYS

The City shall extend to the Employee all holidays awarded to regular City employees.

Section 11. BUSINESS CONFERENCES/TRAINING/EDUCATION/MEMBERSHIP

A. Attendance at meetings and organizational memberships are subject to written request by the Employee and advanced approval by the City Manager. Funding for membership dues and training conferences are subject to annual budget approval by the Nome Common Council.

B. Upon presentation of proper evidence of expenditures directly related to the official duties of the Employee, City shall reimburse Employee in accordance with its normal procedures for such reimbursement.

Section 12. CITY VEHICLE

The City shall provide, for business use of the Employee only, an existing vehicle owned by City, providing for insurance, fuel, and maintenance of said vehicle.

Section 13. PERFORMANCE EVALUATIONS

The City Manager shall conduct and present a written performance evaluation of the Employee's work as provided above in Section 7, in addition to any emergency evaluations as deemed necessary by the City Manager to call attention to marked improvements or deterioration of the Employee's work performance.

Section 14. ENTIRE AGREEMENT

This instrument and identified appendices contain the entire Agreement of the Parties. It may not be changed orally, but only by agreement in writing, signed by all Parties hereto. Wherever approval of the City is required, it is understood that such approval will be by the Common Council of the City of Nome.

Section 15. CONTRACT APPROVAL

This Agreement shall become effective after signature by the Employee and the City Manager.

END

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated.

CITY OF NOME, ALASKA

EMPLOYEE

**Glenn Steckman
City Manager**

Date

Joy Baker

Date

ATTEST:

Bryant Hammond City Clerk

Date