

EMPLOYMENT AGREEMENT
Between the CITY of NOME, ALASKA
and William Crockett to
serve as the Police Chief

This Agreement is effective when signed by both parties and approved by the Nome Common Council and is between the City of Nome (hereinafter referred to as "City") and William Crockett (hereinafter referred to as "Employee"). The City agrees to employ the as Police Chief. This Agreement shall continue for the Initial Term of employment described in paragraph 5 unless sooner terminated or extended as provided below.

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

Section 1. MUTUAL ASSENT TO EMPLOYMENT

Effective February 12, 2024 the City employs Employee to act as the Police Chief for the City of Nome, Alaska, and Employee accepts and agrees to such employment.

Section 2. GOVERNING LAW

Unless otherwise provided in this Agreement, this Agreement and the employment of 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.

Section 3. DUTIES OF OF THE POLICE CHIEF

Employee shall perform all the duties required of a Police Chief by the laws of the State of Alaska and the Nome Municipal Code, including but not limited to NCO 2.40.040, and such other duties as the City Manager and Common Council from time-to-time require of him under the general supervision and direction of the City Manager.

Section 4. EXTENT OF SERVICES

Employee shall devote sufficient time, attention, knowledge and skills to the interest of the City to provide for efficient and effective operation of the City Department of Public Safety. 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 Common Council. This does not prohibit Employee from being involved with unrelated business or passive personal investments.

Section 5. TERM OF EMPLOYMENT

A. The Initial Term of employment shall be two years from February 12, 2024 until February 11, 2026, subject to termination provisions by either of the parties as addressed in Section 6 of this Agreement. Upon the expiration of the Initial Term, it shall specifically not be considered renewed without further action upon the part of the City.

B. Upon expiration of the Initial Term, the parties may, by mutual consent, extend the Agreement and term of employment for additional years. The parties must provide to each other at least ninety days written notice prior to the expiration of the Initial Term of the Agreement informing the other party of its intent to enter into an extension, except that failure to provide such timely notice shall not preclude the parties from agreeing to extend.

Section 6. TERMINATION OF THE EMPLOYMENT AGREEMENT

Because of the professional and executive nature of the Police Chief position, it is agreed that the City's business can only succeed if the Police Chief and the City Manager enjoy a working relationship based on mutual respect, trust and positive attitudes. It may, therefore, be impossible to quantify "unsatisfactory performance" or "just cause" for termination given the complexities which often involve personality factors as opposed to legal or contractual factors. It is, therefore, the intent of the City and Employee to provide for termination of this Agreement by either the City or Employee without resort to any determination of cause or any necessary explanation by the City or Employee except as specifically identified below. Accordingly, this Agreement may be terminated as follows:

A. By Employee for any reason or no stated reason upon giving sixty days' written notice to the City. Upon receipt of notice, the City may immediately terminate the relationship or require Employee to continue for a period of not to exceed sixty days at his regular rate of pay from the date of receipt of the notice. If the relationship is terminated by Employee, the City shall not be responsible for any severance or termination pay. Employee shall be entitled to the balance of accrued leave to the date of termination.

B. By the City for any reason or no stated reason upon giving ninety days' written notice to Employee. City may, at its sole and exclusive option, terminate the relationship immediately or continue Employee's employment for an additional period mutually agreed upon by the parties, but not exceeding ninety days.

In the event of termination under this paragraph, the City shall pay Employee a lump sum cash payment equal to two months of Employee's annual compensation. Upon termination under this paragraph, Employee shall not be entitled to any additional compensation, including but not limited to, relocation costs, of any nature whatsoever **except** for accrued annual leave. The City shall also provide one months' health insurance coverage for Employee and dependents under the City's then-existing health plan;

Provided, however, that in the event Employee is terminated because of any illegal act involving personal gain to him, or any misconduct involving an act of moral turpitude or illegality, then the City shall have no obligation to pay the severance sum or to provide the health insurance stated above, except legally accrued and unused annual leave to the date of termination. Prior to any termination because of any illegal act involving personal gain to Employee or any misconduct involving an act of moral turpitude or illegality, Employee may request a hearing before the Common Council at which Employee may be represented by counsel paid for by

Employee, and present and cross-examine witnesses reasonably necessary to rebut allegations against him.

Section 7. COMPENSATION

A. The City shall pay Employee in full payment of Employee's service compensation at the annual rate \$185,000.00 for the Initial Term of this Agreement.

B. At the anniversary date of employment, the Chief of Police shall conduct a performance evaluation. Employee will receive a minimum 3% per annum salary increase upon the conclusion of each year of service during the term of this Agreement based upon performance evaluation by the Chief of Police and approval of the City Manager.

C. It is specifically understood by the City and Employee that Employee is exempt from overtime provisions of the Fair Labor Standards Act and comparable State Statutes. It is further specifically understood by the parties that no overtime compensation will accrue to Employee or be offered or paid to Employee.

Section 8. BENEFITS

A. The City shall provide 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 shall provide Employee with a term life insurance policy in an amount of \$50,000.

C. The City shall include Employee as a named insured on the City's public officials' liability policy.

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

E. Use of a City vehicle twenty-fours a day.

F. Participation in the Employee Pers program administered by the State of Alaska.

G. A family recreational pass to the Rec Center.

Section 9. LEAVE

A. Employee shall accrue 30 days (240 hours) of paid annual leave per year on a prorated basis each pay period. At the time of termination of employment, Employee shall receive a cash payment, at his current annual compensation rate, for all accrued but unused annual leave.

B. Employee is entitled to 5 days (60 hours) of unpaid personal leave per year calculated on a pro rata basis each pay period. The personal leave hours may not be carried over from year to year. Unused personal leave has no cash value upon termination of employment.

C. Employee shall be entitled to five floating holidays and seven paid holidays.

Section 11. BUSINESS CONFERENCE TRAINING AND EDUCATION

A. The City shall either advance funds or reimburse Employee within thirty (30) days of receipt of billing for all reasonable employment related expenses within the approved budget, including, but not limited to, meals, travel, City-approved civic club memberships and participation costs and official functions hosted or attended by Employee for the benefit of the City.

B. The City shall provide Employee's individual membership dues in the Alaska Police Chiefs Association, dues to maintain certifications as an Alaskan certified police officer.

C. The City shall budget and pay for all costs related to the attendance at City Manager approved seminars and training events to continue the professional educational development of Employee.

Section 12. FACILITIES AND SUPPLIES

The City shall furnish Employee, at City's expense, with office facilities within the City suitable for performance of his duties as Police Chief. The City shall also provide, at the City's expense, such supplies, equipment, and material as may be required in the performance of such duties to include, but not be limited to, a personal computer for the Deputy Police Chief's office. Such facilities and supplies shall remain the personal property of the City upon termination of this Agreement.

Section 13. ANNUAL PERFORMANCE EVALUATIONS

The City Manager shall annually conduct and present a written performance evaluation of Employee's work.

Section 14. ENTIRE AGREEMENT

This instrument contains 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, Alaska.

Section 15. CONTRACT APPROVAL

This Agreement was authorized by the Nome Common Council at a regular meeting on February 12, 2024. This Agreement shall become effective after signature by the Mayor, attesting countersignature by the City Clerk, and signing by Employee.

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

CITY OF NOME

DATE: _____

by: _____

City Manager

DATE: _____

BY: _____

Employee

ATTEST:

Jeremy Jacobson
Deputy City Clerk

DATE: _____
