

EMPLOYMENT AGREEMENT

Between the CITY OF NOME, ALASKA and Daniel Grimmer for the Position of City Clerk for the City of Nome

This Agreement, effective the **27th day of February, 2024** is between the City of Nome (hereinafter referred to as "City") and **Daniel Grimmer** (hereinafter referred to as "Employee"). The City agrees to employ the Employee as the *City Clerk* under the direction of the City Manager. This agreement shall continue until **February 27, 2027**, 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 City Clerk 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 CITY CLERK

Under the direction of, and answerable to the City Manager, the Employee shall perform all duties required as described in the job description attached as Appendix A of this Agreement, and other duties as assigned.

Section 4. EXTENT OF SERVICES

The Employee shall devote sufficient time, attention, knowledge and skills to the interests of the City to provide for efficient, effective, accountable and credible administration and operations of the City Clerk's Office. 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.

Section 5. TERM OF EMPLOYMENT

This Agreement shall be for a Term of three (3) years, from **February 27, 2024** to **February 27, 2027**, subject to termination provisions by either of the Parties as addressed in following sections of this Agreement. Upon expiration of the initial Term, the parties may, by mutual consent, extend the Employment Agreement for additional years.

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 the City Clerk for the City of Nome, City shall pay Employee a sum equal to two (2) month of Employee's annual compensation. The Employee shall also be entitled to the balance of accrued personal leave to the date of termination.

8. City may terminate Employee for "just cause" based upon the performance and professional conduct of the Employee. Should City intend to terminate Employee for "just 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 either open or 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, for any reason or no stated reason, may terminate this Agreement upon giving thirty (30) 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 thirty (30) 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.

Section 7. COMPENSATION

- A. It is agreed and understood by the Parties that the position of **City Clerk** 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.
- B. The City shall pay Employee in full payment of Employee's compensation at the annual rate of **One Hundred Thousand Dollars (\$100,000.00 for twelve (12) months** of employment. The Employee will be eligible for a salary review after six months,
- C. At the one-year anniversary of the initial salary review, and thereafter on the annual anniversary dates of employment, the City Manager shall conduct a performance evaluation. Employee may receive a salary increase after the annual evaluation, during the term of this Agreement, based upon that performance evaluation.

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.
8. 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.
- E. The City will provide funding to allow the Employee to attend the AMCC conference and training to become an "accredited" city clerk.

Section 9. LEAVE

The Employee shall accrue 20 hours of personal leave per month (30 days per year). Any unused personal leave at the termination of employment will be paid to the Employee at the wage rate in effect at the time. Any personal leave time may not be taken unless authorized by the City Manager.

Section 10. HOLIDAYS

The City shall extend to the Employee all holidays awarded to regular City employees: Seven holidays and five floating holidays.

Section 11. 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 such vehicle.

Section 12. PERFORMANCE EVALUATIONS

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

Section 13. 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 and signed by all Parties hereto.
Wherever approval of the City is required, it is understood that such approval will be by the City Manager of the City of Nome, Alaska.


Section 14. CONTRACT APPROVAL

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

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

Glenn Steckman, City Manager

Date


Daniel Grimmer, Employee

2/21/24
Date