

Presented By:
City Manager

Action Taken:
Yes 5
No 0
Abstain 0

CITY OF NOME, ALASKA

RESOLUTION NO. R-18-08-02

**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF NOME AND ROBERT ESTES FOR THE POSITION OF CHIEF
OF POLICE**

WHEREAS, the City of Nome wishes to employ the services of Robert Estes as the Chief of Police; and,

WHEREAS, Mr. Estes wishes to be employed as the Chief of Police under the terms and conditions recited in the accompanying contract; and,

WHEREAS, the Chief of Police position is considered a professional exempt position not subject to overtime provisions of the Federal Fair Labor Standards Act and Alaska Wage and Hour Act; and,

WHEREAS, the City and Mr. Estes desire to provide for certain procedures, benefits, and requirements regarding the employment of Mr. Estes by the City.

NOW, THEREFORE, BE IT RESOLVED that the Nome Common Council authorizes the City Manager to enter into the accompanying agreement with Robert Estes for the position of Chief of Police.

APPROVED and SIGNED this 27th day of August, 2018.


RICHARD BENEVILLE,
Mayor

ATTEST:


BRYANT HAMMOND,
Clerk

Employment Agreement
Between the CITY OF NOME, ALASKA and
ROBERT E. ESTES as
Chief of Police

This Agreement of the City of Nome, Alaska, effective the 15th day of September, 2018 is between the City of Nome (hereinafter referred to as "City") and Robert E. Estes (hereinafter referred to as "Employee"). The City agrees to employ the Employee as Chief of Police under the direction of the City Manager. This agreement shall continue through September 14, 2021 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 Chief of Police 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 the Nome Municipal Code and any personnel policies adopted pursuant thereto, the terms of this contract shall govern.

Section 3. DUTIES OF CHIEF OF POLICE

Under the direction of and answerable to the City Manager, the Employee shall perform all duties required under 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 Nome Police Department. 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 having involvement with unrelated business or passive personal investments.

Section 5. TERM OF EMPLOYMENT

This Agreement shall be for a Term of three (3) years from September 15, 2018 to September 14, 2021, subject to termination provisions by either of the Parties as addressed in the following sections of this Agreement. Upon the expiration of the Term of the Agreement, it shall specifically not be considered renewed without further action upon the part of the City.

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 this Agreement for any reason or for no reason upon giving written notice to Employee. Said notice is not required to specify any reasons for the termination.

B. If this Agreement is terminated by the City under Section 6(A), the City shall pay to Employee severance pay in an amount equal to three (3) months' salary, plus the value of Employee's accrued personal leave as of the date of termination.

C. In addition to termination upon advance notice for any reason or no reason, 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.

D. If this Agreement is terminated by the City for just cause under Section 6(C), Employee will receive no severance pay.

E. The Employee for any reason or no stated reason may terminate this Agreement upon giving ninety (90) 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 ninety (90) 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

It is agreed and understood by the Parties that the position of Chief of Police 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.

A. The City shall pay Employee in full payment of Employee's compensation at the annual rate of One Hundred Thousand Dollars (\$100,000) for the first twelve (12) months of employment.

B. At the conclusion of the first twelve (12) month period and based upon satisfactory performance as determined by a performance evaluation conducted by the City Manager, the City may increase the Employee's regular rate of pay by up to 2% for the next twelve (12) month period.

Section 8. BENEFITS

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

B. The City & Employee agree that the Employee shall not be eligible to 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 with workers' compensation insurance coverage.

Section 9. LEAVE

The Employee shall accrue 19.33 hours of personal leave per month. Any unused personal leave at the termination of employment will be paid to the Employee at his wage rate in effect at the time. 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.

Section 11. MOVING/TRANSPORTATION EXPENSES

A. The City shall reimburse the Employee for actual moving expenses related to packing, unpacking, and transporting himself, his family, and his personal possessions to

None in an amount not to exceed Five Thousand Dollars (\$5,000). Payment shall be made to the Employee within thirty (30) days of obtaining receipts from the Employee.

B. Moving and Transportation costs will be reimbursed to the City by the Employee if the Employee voluntarily terminates employment during the Term of this Agreement on a pro rata basis based upon months remaining to serve of the Term divided by thirty-six months. *[For example, if the Employee voluntarily terminates employment after eighteen (18) months of service, the Employee will make reimbursement to the City for 50% of the moving and transportation costs (18 months/36 months = 50%).]*

Section 12. BUSINESS CONFERENCES/TRAINING/EDUCATION

A. The City shall budget and pay for costs associated with the Employee's membership dues and annual meeting participation in applicable state and national associations. Attendance at meetings is subject to written request by the Employee and advanced approval by the City Manager.

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

Section 13. CITY VEHICLE

In consideration of Employee being available on a 24-hour basis as needed, the City shall provide, for business and personal use of the Employee only, a suitable vehicle with communications equipment, insurance, fuel, and maintenance. Said vehicle shall not be kept outside of City limits overnight.

Section 14. CITY CELLULAR TELEPHONE

In consideration of Employee being available on a 24-hour basis as needed, the City shall provide, for business use of the Employee only, a cellular telephone.

Section 15. PERFORMANCE EVALUATIONS

The City Manager shall conduct and present a written performance evaluation of the Employee's work: 1) at the conclusion of the first six (6) months of employment; 2) annually thereafter; and 3) on an emergency basis as deemed necessary by the City Manager to call attention to marked improvements or deterioration of the Employee's work performance.

Section 16. 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 City Manager of the City of Nome, Alaska.

Section 17. CONTRACT APPROVAL

This Agreement shall become effective after signature by the Employee and the City Manager and attestation by the City Clerk, which shall not precede approval of the Agreement by the Nome Common Council.

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

CITY OF NOME, ALASKA

EMPLOYEE

Thomas C. Moran Date
City Manager

Robert E. Estes Date
Chief of Police

ATTEST:

Bryant Hammond Date
City Clerk

