

Sponsored by: Council

**CITY OF WHITTIER, ALASKA
RESOLUTION 043 -2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER,
ALASKA, AUTHORIZING AN EMPLOYMENT AGREEMENT WITH JIM
HUNT TO SERVE AS CITY MANAGER FOR THREE ADDITIONAL
YEARS**

WHEREAS, the Whittier City Council passed resolution #31-2018 employing Jim Hunt as city manager for a period of three years; and

WHEREAS, an amendment to the initial employment contract with Hunt was approved via Resolution #19-2019, containing the same key employment conditions with the exception that the City authorized payment for one-half of the cost of spousal health insurance coverage, including dental and vision; and

WHEREAS, the new Employment Agreement does not increase any costs related to the contract but does include a bonus in the amount of \$15,000 in 2021, plus the opportunity for annual bonuses at the end of each year's annual city manager review, and the contract is for a period of three years ending November 15, 2024

NOW, THEREFORE, BE IT RESOLVED by the Whittier City Council that Jim Hunt is hereby appointed as City Manager for an additional term of Three years, upon such other terms as Jim Hunt and the City Council shall agree on, as included in the attached Employment Agreement in substantial form as attached hereto.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this 16th day of November, 2021.

THE CITY OF WHITTIER, ALASKA



Dave Dickason, Mayor

AYES: Blair, Shen, Wagner, Denmark, McCord, Dickason

NAYS: Pinquouch

ABSENT: None

ABSTAIN: None

ATTEST:



Jackie C. Wilde

Assistant City Manager/Acting City Clerk

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”), effective as of November 16, 2021, (“Effective Date”), is between the City of Whittier, Alaska (“City”) and James Hunt (“Manager” or “Hunt”).

RECITALS

WHEREAS, the City wishes to continue to employ Hunt as City Manager and Hunt has agreed to continue to serve the City in the capacity of 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 Manager agree as follows:

Section 1. Duties of Manager

- A. Scope of Duties. Manager shall be employed by City as, and hold the title of, “City Manager” of the City of Whittier. Manager shall serve at the pleasure of, and report directly to, the Whittier City Council (“Council”). Manager shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska and the Whittier Municipal Code, all as may be amended from time to time, and as established by the Council from time to time. Manager shall maintain residency in the City of Whittier during the entire term of this Agreement.
- B. Confidentiality. Manager recognizes that he will receive and have access to information of a confidential nature. Manager agrees any confidential information obtained as a result of the City Manager position will be maintained as confidential to the extent authorized by law.

Section 2. Compensation and Benefits of Manager.

- A. Salary. Manager shall receive an annualized salary of \$140,000 during the term of this Agreement, 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 the Manager shall be subject to required employment deductions, taxes and contributions.
- B. Annual Bonus. Manager shall receive a bonus of \$15,000 upon signing this Agreement. Thereafter, Council shall consider whether to award additional annual bonuses based on the outcome of Manager’s annual evaluation.
- C. Exempt Status. Manager acknowledges that the position of Manager is exempt from the overtime requirements of state and federal wage and hour laws and as such, Manager is expected to work the hours necessary to accomplish the goals and requirements of the position.
- D. Retirement Benefits. Manager shall be enrolled in the Alaska Public Employees Retirement System (PERS) during the term of this Agreement, so long as the City participates in the System.
- E. Health and Welfare Benefits. Manager shall receive group medical and dental insurance coverage as provided to the employees of the City, including coverage for one-half of the insurance coverage premium for his spouse, as previously agreed, and subject to the requirements of the Plan.

- F. Paid Leave. At the time of appointment and annually thereafter during the term of this Agreement, Manager shall receive an allotment of one hundred sixty (160) hours of accrued paid leave for use for personal absences, vacation, and sick leave, combined. Manager shall not accrue leave as prescribed in WMC 2.70.535 *et seq.* Manager shall keep the Council generally apprised of planned absences, providing written notice five (5) days in advance of scheduled absence. Upon employment separation, including expiration of this Agreement, Manager shall receive payment for all accrued, unused leave, in accordance with City policy and practices, so long as Manager is in compliance with this Agreement. Any payment of accrued unused paid leave shall be subject to all deductions, taxes and contributions required by law.
- G. Travel, Meetings and Professional Development Expenses. Manager shall receive reimbursement from City for reasonable lodging and meal expenses while traveling out-of-town for meetings or professional development in the interests of the City, specifically to include two AML Conferences, and any other events as may be approved by the Council. City shall pay for professional dues for ICMA membership, and other subscriptions or dues for participation in national, regional, state, and local associations and organizations for the Manager's continued professional growth and advancement, as may be approved by the Council.

Section 3. Term and Termination

- A. Term. The term of Manager's employment under this Agreement shall begin on the Effective Date, and unless extended in writing, or sooner terminated as provided herein, for three (3) years from such date. The City and Manager shall advise the other party of their intent to seek negotiation of a renewal or extension of this Agreement, no later than sixty (60) days before the expiration of this Agreement.
- B. Termination. 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 Manager that he holds the position of City Manager and serves as City Manager at the will of the Council. Manager acknowledges that any action by the Council in connection with terminating Manager's employment under this Agreement is not subject to any administrative or grievance procedure, and Manager hereby waives the benefit to any right of 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 any other City employees.
- C. Termination for Cause. Manager may be terminated "for cause," including but not necessarily limited to, the City's good faith determination that Manager has: a) engaged in any form of dishonesty, criminal conduct, unethical conduct, or conduct involving moral turpitude connected with, or affecting his employment with the City; b) refused to comply with, or carry out, an appropriate action of the Council approved through a duly authorized vote or resolution; c) engaged in a material breach or his obligations under this Agreement; or d) engaged in any act or omission that constitutes just cause for termination under the laws of the State of Alaska. In the event that the City terminates Manager for cause, Manager shall be paid his monthly salary prorated down to his final work day, and no further compensation.

- D. Resignation. Manager shall provide City with written notice of his resignation no less than thirty (30) days prior to the effective date of his resignation. Manager will remain on site and in service for the notice period. At its option, the City may pay salary in lieu of service through the effective resignation date, by on no account shall Manager receive compensation in lieu of service for a period longer than thirty (30) days regardless of the length of notice provided by the Manager, except for as provided in Section E below. If Manager resigns without providing such notice, then Manager shall forfeit all benefits which Manager otherwise would have been entitled to receive upon resignation or expiration of this Agreement, except for payment of unused accrued leave.
- E. Severance Pay. In the event the City terminates Manager's employment under this Agreement without cause, City shall pay Manager a lump sum severance, equal to four (4) months' salary plus four months' continued healthcare coverage or payment to Manager in lieu thereof, less applicable deductions and withholding. Manager shall be required to execute and not revoke a general waiver and release of employment-related claims as a pre-condition of receiving such severance payment.

Section 4. Other Employment.

It is recognized that 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 am and 6:00 pm. Manager shall not undertake employment with any other person, entity or business, without prior approval of the City Council.

Section 5. 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 Whittier, Alaska, and the venue for any legal proceedings thereon shall be the Superior Court for the State of Alaska, Third Judicial District.

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

IN WITNESS WHEREOF the City of Whittier has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and James Hunt 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 WHITTIER

CITY MANAGER




Dave Dickason, Mayor



James Hunt, City Manager

ATTEST:



Gabriel C. Wilde
City Clerk - Acting