

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** made and entered into this 10th day of September, 2024, by and between the City of Nome, Box 281, Nome, AK 99762 ("**CITY**") and Brooks W. Chandler, P.O. Box 1129, Girdwood, AK 99587 ("**EMPLOYEE**").

WITNESS: For and in consideration of the mutual covenants contained in this Agreement, the City of Nome agrees to hire **EMPLOYEE** as its Interim City Manager under the terms and conditions set forth below:

1. Duties and Nature of Employment. The **CITY** agrees to employ **EMPLOYEE**, and the **EMPLOYEE** agrees to be employed by the **CITY** in the position of Interim City Manager. **EMPLOYEE** is a temporary at-will **EMPLOYEE** who serves at the pleasure of the City Council. **EMPLOYEE** is an administrative or executive **EMPLOYEE** and therefore not entitled to receive overtime compensation.

(a) **EMPLOYEE** shall perform all duties and functions assigned to the **EMPLOYEE** by law or ordinance, and such other duties and functions as the City Council shall from time to time prescribe, including, but not limited to, providing assistance in the recruitment of a permanent City Manager.

2. Salary. The **CITY** agrees to pay **EMPLOYEE** for his services a weekly salary of \$4,000.00 payable in the same installments as other employees of the **CITY**.

3. Term. This Agreement shall commence September 16, 2024 and shall expire at the earlier of December 16, 2024, or upon **CITY** hiring a permanent city manager. The term may be extended upon mutual agreement of the parties.

4. Termination of Agreement.

(a) The City Council may terminate the **EMPLOYEE** at any time, for any reason or for no reason, by delivering to the **EMPLOYEE** written notice of termination.

(b) Prior to any termination for cause, **EMPLOYEE** shall be entitled to a hearing before the Council, at which he may be represented by counsel, present and cross-examine witnesses.

(c) **EMPLOYEE** may resign his employment as City Manager at any time, for any reason, or for no reason, by delivering to the Mayor of the **CITY** notice of resignation at least thirty (30) days prior to the effective date of resignation.

5. Benefits.

(a) **CITY** shall provide **EMPLOYEE** an apartment currently leased by **CITY**, and shall pay for rent, water, sewer and electric charges for the apartment.

(b) **EMPLOYEE** shall have the right to a maximum of ten (10) days of paid personal leave, however, **EMPLOYEE** shall not have the right to be reimbursed for unused personal leave upon termination or expiration of this agreement.

(c) **CITY** shall include **EMPLOYEE** as a named insured on **CITY'S** public officials' liability policy.

(d) **EMPLOYEE** shall not be entitled to health insurance or retirement benefits.

(e) **CITY** shall reimburse **EMPLOYEE** for actual moving expenses and return transportation an amount equal to the price of four round trip tickets between Anchorage and Nome. The tickets may be used by either **EMPLOYEE** or his spouse and may be used prior to termination or expiration of this agreement. If used prior to termination or expiration of this agreement, **CITY** shall not be obligated to provide **EMPLOYEE** return transportation.

6. Confidentiality. The **EMPLOYEE** recognizes that the Interim City Manager will receive and have access to information of a confidential nature. The **EMPLOYEE** agrees any confidential information obtained as a result of the Interim City Manager position will be maintained as confidential to the extent authorized by law.

7. Conflict of Interest. **EMPLOYEE** will be fair and impartial in all dealings and will avoid any actions which create a conflict of interest or might reasonably be interpreted as affecting the impartiality of his position as City Manager. The **EMPLOYEE** shall not use his position for the primary purpose of obtaining personal financial gain or financial gain for a spouse, child, mother, father or business with which the **EMPLOYEE** is associated. The **EMPLOYEE** shall not solicit or receive money for advice or assistance given in the course of his public employment. The **EMPLOYEE** may not represent a client for a fee before the City Council.

8. Miscellaneous Provisions.

(a) **CITY** shall provide **EMPLOYEE** with a motor vehicle for both business and personal use.

(b) **CITY** will provide **EMPLOYEE** with a laptop computer and cell phone for ease of contact of **EMPLOYEE** during non-traditional work hours, and particularly for use where the work of the City Manager requires travel outside of the **CITY**. These items are the personal property of the City and shall be returned upon termination of this Agreement.

9. Integration, Modification and Interpretation. Except as otherwise provided herein, this instrument is the entire Agreement and supersedes any previous employment agreement or arrangements. It may be modified only in writing signed by each of the parties. This Agreement will be interpreted in accordance with the laws of the State of Alaska.

10. Severability. This Agreement is severable and if any portion hereof is held invalid, the remainder shall not thereby be invalidated, but shall remain in full force and effect.

11. Applicability of City Personnel Regulations. The City of Nome Code of Ordinances and personnel policies as they may exist from time to time shall govern this Agreement, provided, however, that the provisions of this Agreement shall take

precedence in any area specifically addressed by this Agreement and further provided that **EMPLOYEE** shall be considered a temporary employee for purposes of any applicable ordinance or personnel policy.

**DATED** this \_\_\_\_ day of September, 2024.

CITY OF NOME

BY:

\_\_\_\_\_  
JOHN K. HANDELAND  
Mayor

EMPLOYEE

BY:

\_\_\_\_\_  
BROOKS CHANDLER

ATTEST:

DAN GRIMMER  
City Clerk