



City of Hoonah

P.O. Box 360 Hoonah, AK 99829 (907) 945-3663 Fax (907) 945-3445

Director of Public Safety Employment Agreement

This Agreement, made and entered into this ____ day of _____, 2022, by and between the City of Hoonah, a municipal corporation (hereinafter the "City") and Eric Hurtado (hereinafter the "Director").

WITNESSETH:

WHEREAS, on September 19, 2021 the Hoonah City Council confirmed the appointment of Eric Hurtado to serve as Director of Public Safety/Chief of Police of the City of Hoonah, as provided in Chapter 3.28 of the Hoonah Municipal Code; and

WHEREAS, it is the desire of the City and Director to specify the terms and conditions of his employment as Director.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the parties agree as follows:

SECTION 1. Duties and Governing Law. The City agrees to hire and employ Director as Director of Public Safety of the City. Director accepts such employment and agrees to perform the functions and duties specified in this Agreement, Hoonah Municipal Code and the laws of the State of Alaska, and to perform such other duties and functions as the City Council and Mayor shall from time-to-time assign to Director. Unless otherwise provided in this Agreement, this Agreement and the employment of Director shall be subject generally to all applicable provisions of Title 29 of the Alaska Statutes and the Hoonah Municipal Code and all amendments thereto and judicial determinations thereof. In case of conflict between the provisions of the Hoonah Municipal Code and any personnel policies adopted pursuant thereto, the terms of this Agreement shall govern.

SECTION 2. Term.

A. The parties agree that the City's business can only succeed if Director and Mayor enjoy a working relationship based upon mutual respect, trust and positive attitudes.

B. This Agreement shall remain in effect beginning the date on which the City Council approves this Agreement and ending on May 31, 2024, subject to termination provisions by either of the parties as addressed in the following sections and paragraphs of this Agreement. Upon expiration of the term of this Agreement, it shall specifically not be considered renewed without further action upon the part of the City.

C. This Agreement may be terminated and Director may be removed from office by the City Council for just cause in accordance with the procedures set forth in the City of Hoonah Employee Handbook. In the event Director's employment is terminated for just cause, the City's only obligation to Director shall be to pay all compensation and benefits accrued, but unpaid as of the date of termination.

D. This Agreement may be terminated and the Director may be removed from office by the City Council without just cause (no cause). In the event the City Council terminates the employment without just cause the City agrees to pay Director a lump sum cash payment equal to six months of Director's then current salary, less applicable withholdings and deductions. No other benefits or compensation, excluding

vacation accrued through the date of termination, shall be due and payable by the City to Director in the event of termination without cause.

The City and Director agree that in the event of termination of this Agreement without just cause Director expressly waives any rights or claims based upon the City's Disciplinary Action policy in the City of Hoonah Employee Handbook.

E. Director may terminate this Agreement and resign from employment as Director upon sixty (60) days written notice to the City Council and Mayor. In the event Director resigns from employment, the City's only obligation to the Director shall be to pay all compensation and benefits accrued, but unpaid, as of the date of resignation.

SECTION 3. Compensation and Performance Evaluation.

A. The City agrees to pay the Director an annual base salary of \$100,360 payable in installments in accordance with the City's usual payroll practices and procedures for management employees.

B. The City agrees to an annual uniform allowance in the amount of \$500 payable in accordance with the City's usual payroll practices and procedures for management employees.

C. It is agreed and understood by the parties that the position of Hoonah Director of Public Safety 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 Director or be offered or paid to Director.

D. The Mayor shall conduct and present to Director and City Council a written performance evaluation of Director's work under this Agreement: (1) on or before May 31, 2023; (2) annually on or before May 31 thereafter; and (3) on an emergency basis as deemed necessary by the Mayor to call attention to marked improvements or deterioration of Director's work performance. The City may adjust Director's compensation and authorize extension of the term of the Agreement, when approved by the City Council at its discretion.

SECTION 4. Health, Dental and Income Protection.

The City agrees to provide to Director and his dependents the same health and dental insurance and income protection coverage and benefits afforded to other full-time City employees under the City of Hoonah Employee Handbook. The City agrees to pay toward Director's health and dental insurance coverage an amount equal to the insurance premium contribution that the City pays for other full-time City employees under the City of Hoonah Employee Handbook.

SECTION 5. Retirement.

Director shall be enrolled in the State of Alaska Public Employee's Retirement System and shall be afforded retirement benefits in accordance with other full-time City employees under the City of Hoonah Employee Handbook.

SECTION 6. Automobile.

During the term in which Director is engaged in the performance of his duties and responsibilities pursuant to this agreement, the City agrees to provide the usage of a City vehicle for such duties. During the term of the Agreement Director may use the vehicle in accordance with HMC 3.28.190(B).

SECTION 7. Professional Development.

A. The City agrees to pay, within budgetary constraints of Director's travel, training, dues and publications budget, the necessary expenses of Director to attend and participate in either the Alaska Peace Officer's Crime Conference or Law Enforcement Executive Development seminar annually.

B. The City agrees to pay all membership dues and publications and fees associated with the Alaska Association of Chiefs of Police for Director.

C. The City agrees to pay all membership dues and publications and fees associated with the International Association of Chiefs of Police for Director.

SECTION 8. Vacation and Holidays.

A. The Director shall be entitled to and accumulate vacation leave at the same rate granted to other fulltime City employees in accordance with the City of Hoonah Employee Handbook.

B. The Director shall be entitled to the same paid holidays as granted to other full-time City employees in accordance with the City of Hoonah Employee Handbook.

SECTION 9. Sick Leave. The Director shall be entitled to and accumulate sick leave at the same rate granted to other full-time City employees in accordance with the City of Hoonah Employee Handbook.

SECTION 10. Hours of Work. The City and Director recognize that Director must devote a great deal of time outside normal office hours on business for the City, and to that end Director shall be allowed to establish an appropriate work schedule, which comprises at a minimum, forty (40) hours worked per calendar week. Director will not be paid overtime for the additional time devoted for these responsibilities; however, the Director shall be allowed to accumulate compensatory time off at a rate of 1:1 to offset work performed beyond normal working hours. Compensatory time off may be taken in lieu of annual leave at the Director's discretion, but as Director and Mayor deem appropriate. Director shall accumulate no more than 50 hours of compensatory time in a calendar year, and compensatory time is not reimbursable if terminated with or without cause.

SECTION 11. Indemnification. City shall defend, save harmless and indemnify Director against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Director's duties as Director of Public Safety.

SECTION 12. Extent of Services. Director shall devote sufficient time, attention, knowledge and skills to the interests of the City to provide efficient, effective, accountable and credible administration and operation of the Hoonah Department of Public Safety. Director shall not participate in any non-City connected business or employment without the prior approval of the City Council.

SECTION 13. Other Terms and Conditions. The City Council, in consultation with the Mayor and Director, may fix such other reasonable terms and conditions of employment, as it may determine from time to time, relating to Director, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Hoonah Municipal Code, or any other state or federal law.

SECTION 14. Miscellaneous Provisions.

A. **Notice.** All notices shall be in writing and shall be either hand delivered or placed in the mail postage pre-paid, return receipt requested. Said notice shall be deemed delivered three days after posting. Notices shall be sent to the City at the following address: P.O. Box 360, Attn: City Administrator and Mayor, Hoonah, Alaska, 99829. Notice shall be sent to Director at the address listed on Director's signature block for this Agreement. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice or may be hand-delivered to the recipient.

B. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and all prior representations, promises, writings, or statements shall be merged herein.

C. **Amendments.** Any amendments to this Agreement must be in writing and signed by both parties.

D. **Governing Law.** This Agreement shall be governed and interpreted by the laws of the State of Alaska.

E. Headings. The headings used herein are solely for convenience and are not to be used in construing or interpreting this Agreement.

F. No Waiver. A waiver or failure to enforce any term, condition, or breach of this Agreement shall not be deemed a waiver of any other term, condition, or breach whether the same or a different breach.

G. Litigation Expenses. In the event of any claim or complaint arising from the performance of this Agreement, the prevailing party shall be entitled to recover its full costs and attorneys' fees.

H. Severability. If any provision of this Agreement is found to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

SECTION 16. Hoonah City Council Approval. This Agreement shall effective after signature of Director and Mayor and attestation by the City Clerk, which shall not precede approval of this Agreement by the Hoonah City Council.

IN WITNESS WHEREOF, the parties thereto have hereunder affixed their signatures as of the date and year first above written.

THE CITY OF HOONAH:

DIRECTOR:

Gerald Byers
Mayor

Eric Hurtado
Mailing Address: _____

ATTEST:

Jennifer Bidiman, City Clerk

(Affix City of Hoonah Seal here)