

SENIOR ACTIVITIES COORDINATOR EMPLOYMENT AGREEMENT

This Employment Agreement dated _____, 2023 is between _____ (“EMPLOYEE”) and the Municipality of Skagway, Alaska (“Municipality”).

WHEREAS, the Municipality is willing to employ EMPLOYEE to serve as Senior Activities and Facility Coordinator (Coordinator) for the Municipality of Skagway; and

WHEREAS, EMPLOYEE wishes to be employed by the Municipality, subject to the terms and conditions of this Agreement. This Agreement replaces all other existing written or oral Agreements.

NOW, THEREFORE, the parties agree as follows:

1) EMPLOYMENT

- A. The Municipality extends this offer of employment to EMPLOYEE as Coordinator.
- B. EMPLOYEE shall perform the duties and responsibilities listed in this Agreement and in the Job Announcement, which is attached hereto and made a part hereof, and such other duties and responsibilities as may be assigned to the Coordinator from time to time by the Borough Manager.
- C. EMPLOYEE shall be subject to the direction of the Borough Manager.
- D. EMPLOYEE shall devote sufficient time and effort to the proper performance of the Coordinator duties and responsibilities under this Agreement. The EMPLOYEE will be expected to work up to 20 hours per week.
- E. EMPLOYEE shall conscientiously, diligently, in good faith, and to the best of the EMPLOYEE’s ability, experience and talents, perform all the duties and responsibilities required of the Coordinator pursuant to the express terms in this Agreement to the reasonable satisfaction of the Borough Manager. EMPLOYEE further agrees to faithfully observe the terms of this Agreement. EMPLOYEE shall work cooperatively with the Borough Manager, project engineers, and project management.
- F. EMPLOYEE shall comply with the Equal Employment Opportunity Policy, the Policy against Harassment, the Employee Conduct policy, and the Drug Free Workplace Notification Policy set out in the Municipality of Skagway Personnel Policy Manual.

2) TERMS

- A. Term of this Agreement shall be _____, 2023 through _____, 2024 (hereinafter the “Expiration Date”). This Agreement shall terminate automatically at the end of the contract term. Notwithstanding this provision, this Agreement may be terminated as provided in Article 3 of this Agreement.
- B. EMPLOYEE understands that no Assembly member or Municipal employee or consultant has any actual or apparent authority or authorization to make any oral promises or guarantees to the Coordinator, nor any actual or apparent authority or authorization to modify this agreement in any respect, nor any actual or apparent authority to extend this agreement orally. EMPLOYEE acknowledges and understands that only the Borough Manager is authorized to approve this agreement or to authorize any extension of this Agreement.

3) TERMINATION

- A. This Agreement shall run for the Term unless terminated earlier as provided herein.
- B. Automatic Termination. This Agreement shall terminate automatically upon the occurrence of any of the following events:
1. Death of the EMPLOYEE;
 2. The Borough ceases operations, either due to lack of funding, or in the event of a natural disaster.
- C. Termination for Cause
1. If the EMPLOYEE commits a material breach of any of the terms or conditions of this Agreement and fails to correct such breach within five (5) days after written notice from the Borough Manager, the Municipality may, at its own option, terminate this Agreement for cause immediately, or at any designated future time provided that the breach still exists, by delivering to the EMPLOYEE, a written notice of termination, which may be made effective immediately.
 2. Mental or physical disability of the EMPLOYEE that renders the EMPLOYEE unable to effectively perform their responsibilities under this Agreement.
 3. The Borough Manager may terminate this Agreement immediately for cause in the event of any breach of confidentiality by the EMPLOYEE or any violation of municipal, state, or federal laws and regulations.
- D. Other Termination
1. This Agreement may be terminated at any time upon the mutual written consent of the parties.
 2. This Agreement may be terminated by either party by giving written notice of not less than fifteen (15) days.
- E. If the Borough Manager terminates the EMPLOYEE 's employment with cause, or if the EMPLOYEE terminates their employment, then the EMPLOYEE shall receive no severance pay.
- F. All obligations of the Municipality under this Agreement shall terminate immediately upon termination of this Agreement.
- G. EMPLOYEE hereby expressly agrees and understands that the EMPLOYEE's obligations not to disclose confidential information, shall continue in full force and effect, notwithstanding termination of this Agreement.

4) COMPENSATION

- A. Salary: The Municipality shall pay, and the EMPLOYEE shall accept in payment for Coordinator services hereunder, compensation at a rate of \$25,000 per year, payable in equal monthly installments on the Municipality's regular paydays.
- B. Fair Labor Standards Act: EMPLOYEE acknowledges that the Coordinator position is exempt from overtime requirements. EMPLOYEE understands and agrees that they are exempt under Fair Labor Standards Act (FLSA) and that they are not entitled to any overtime in such circumstances. The provisions of the Alaska Wage and Hour Act, 23.10.010 et seq., do not apply to the employment of this position. AS23.10.060(d)(12).

5) BENEFITS

- A. EMPLOYEE shall not be entitled to the benefits of full-time Municipal employees.
- B. EMPLOYEE will be supplied with a \$50 stipend for EMPLOYEE's use of personal phone, or a pre-paid phone for communication with management and program partners.

6) RETURN OF MUNICIPALITY PROPERTY

- A. Upon termination of this Agreement for any reason whatsoever, the EMPLOYEE shall return to the Municipality all books, records, lists, and other written, typed, or printed materials, whether furnished by the Municipality or prepared by the EMPLOYEE, which contains any information related to the Municipality and its business, activities, or existing or prospective customers or clients, and the EMPLOYEE shall neither make nor retain any copies of such materials after termination of this Agreement without the prior written consent of the Borough Manager.
- B. Upon termination of this Agreement for any reason whatsoever, the EMPLOYEE shall immediately turn over to the Borough Manager any electronic device provided for use in their employment, and shall not delete or remove any content from any such electronic device before returning it to the Borough Manager.
- C. Upon termination of this Agreement for any reason whatsoever, the EMPLOYEE shall immediately turn over to the Borough Manager any and all equipment and supplies.

7) NO OWNERSHIP INTEREST

EMPLOYEE acknowledges that their employment does not confer upon them any ownership interest in or personal claim to the Municipality's business, nor any ownership interest or right to any laptop, iPad, cell phone, or any other similar electronic device provided to them by the Municipality. EMPLOYEE expressly agrees that the compensation and benefits received for Coordinator services is all the compensation due the EMPLOYEE with respect to Coordinator services.

8) REMEDY FOR BREACH

The parties recognize that the services to be rendered by the Coordinator hereunder will of necessity provide the EMPLOYEE with specialized knowledge of the Municipality and that the Municipality will be irreparably harmed in the event the EMPLOYEE were to use the EMPLOYEE's special skill, knowledge, and talents and EMPLOYEE's knowledge of the Municipality, in competition with the Municipality, in violation of this Agreement. In such event, the Municipality, without limitation as to other remedies that may be available, shall be entitled to institute and prosecute proceedings in law or in equity to enforce the specific performance by the EMPLOYEE or to enjoin the EMPLOYEE from breaching the provisions in the Agreement.

9) ASSIGNMENT

The services to be provided hereunder constitute personal services and therefore this Agreement shall not be assignable nor assigned whether individually or by operation of law by the EMPLOYEE.

10) COOPERATION REGARDING CLAIMS AND LITIGATION

EMPLOYEE shall fully cooperate in assisting the Municipality and its duly authorized agents, representative, and attorneys, in investigating, defending, or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services provided under this Agreement. This paragraph shall be without prejudice to the prosecution of any claims which the Municipality may have against the EMPLOYEE and shall not require cooperation in the event of such claims.

11) AGENCY

EMPLOYEE has no actual or apparent authority to impose or bind the Municipality to any obligation, duty, or act without the prior written consent of the Municipality.

12) GOVERNING LAW

This Agreement has been negotiated and executed in the State of Alaska, and the laws of Alaska shall govern its construction and interpretation. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or related to this Agreement or arising out of or related to the performance or non-performance of this Agreement. EMPLOYEE agrees that trial in any such action shall be in Skagway, Alaska. EMPLOYEE specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

13) SEVERABILITY

Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected.

14) ENTIRE AGREEMENT: AMENDMENT

- A. This Agreement contains the final and entire agreement between the parties, and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained, or contained in a written amendment of this Agreement executed by the parties hereto. This Agreement may be amended only by written agreement executed by the parties. This Agreement supersedes any and all previous and existing agreements.
- B. Any amendment to this Agreement must be in writing and signed by both parties to be effective. EMPLOYEE understands and agrees that no Borough employee, nor the Mayor, nor any individual member of the Assembly, has any authority to make any promises to the EMPLOYEE, nor any actual or apparent authority to modify or alter the terms and conditions of this Agreement.

15) HEADINGS

Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of this Agreement.

16) WAIVER

No waiver of any breach shall be valid or binding unless approved in writing by the nonbreaching party. Forbearance or indulgence by the nonbreaching party shall not constitute a waiver of the covenant or condition to be performed by the breaching party or of any remedy available to the

nonbreaching party. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.

17) CHANGES IN LAW

In the event there are changes to or clarification of federal, state or local statutes, regulations or rules, or any Rules and Regulations which would materially affect the operation of the Municipality of Skagway, including but not limited to confidentiality, third party reimbursement, or the status of the Municipality under federal law, the parties agree to fulfill their obligations under this Agreement in accordance with the changes in law, regulations, rules, and by-laws.

18) MEDIATION

As a condition precedent to filing any action in court with respect to any dispute arising out of or relating to this Agreement or arising out of or relating to the Coordinator's employment with the Municipality, the EMPLOYEE agrees to submit that dispute to mediation with a professional mediator mutually agreed to by the EMPLOYEE and the Municipality, and the EMPLOYEE agrees to make a good faith effort to resolve the dispute in mediation.

19) ACKNOWLEDGEMENT OF REPRESENTATION:

EMPLOYEE acknowledges that they have a full opportunity to consult with attorneys of their choice before signing this Agreement. EMPLOYEE acknowledges that they are not relying on any statements or representations made by any employees, representatives, officers, consultants, the Mayor, or Assembly members of the Municipality in entering this agreement, and they further acknowledge that they have not received and are not relying on any legal advice or representations by the Borough attorneys.

20) NOTICES

Notices pursuant to this Agreement shall be given by personal delivery, mail courier, or satisfied by e-mail.

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service or date of e-mail.

EMPLOYEE acknowledges that they signed this Employment Agreement on the date shown below, with the understanding that they have read the Personnel Policy Manual and agree to perform the job duties and responsibilities of Rock Slope Observer, as outlined in the attached job announcement.

IN WITNESS WHEREOF, the Municipality and the EMPLOYEE have caused this Agreement to be executed in their respective behalf as of the date first above written.

Brad Ryan, Manager

EMPLOYEE, Coordinator

Date:

Date: