

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2023-22

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF UNALASKA AND WILLIAM M. HOMKA, TO SERVE AS CITY MANAGER OF THE CITY OF UNALASKA

WHEREAS, Unalaska Code of Ordinances § 2.24.010 empowers the City Council to appoint the City Manager; and

WHEREAS, the City is in need of the services of a City Manager; and

WHEREAS, the Unalaska City Council desires to retain the services of William M. Homka as City Manager upon the terms set forth in the Employment Agreement attached hereto; and

WHEREAS, William M. Homka desires to serve as City Manager of the City of Unalaska upon the terms set forth in the attached Employment Agreement.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the Mayor to sign the Employment Agreement between the City of Unalaska and William M. Homka to serve as City Manager of the City of Unalaska.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on May 9, 2023.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Marjie Veeder, CMC
City Clerk

EMPLOYMENT AGREEMENT CITY MANAGER

THIS AGREEMENT is between the City of Unalaska, a municipal corporation of the State of Alaska, acting through its City Council, hereinafter referred to as "City", and William Homka hereinafter referred to as "City Manager" or "Employee".

WHEREAS, the City Code of the City of Unalaska empowers the Council of the City to appoint and remove the Manager; and

WHEREAS, the City needs the services of a City Manager; and

WHEREAS, the Council of the City of Unalaska desires to retain the services of William Homka as its City Manager upon the terms set forth herein; and

WHEREAS, William Homka desires to serve as City Manager of the City of Unalaska upon the terms set forth herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1 Appointment.

A. The City Council of the City of Unalaska, Alaska appoints William Homka as City Manager of the City of Unalaska, subject to terms and conditions set forth herein. Employee is an at-will Employee who serves at the pleasure of the City Council.

B. 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.

C. The parties understand and agree the position of City Manager is an executive position which routinely involves work in excess of eight (8) hours per day and forty (40) hours per week and is intended to be exempt from the overtime compensation provisions of the Fair Labor Standards Act ("FLSA").

Section 2 Hours of Accessibility.

The City Manager shall make himself available and be present in the City of Unalaska's

city offices, or other city facilities, during normal business hours Monday through Friday of each week, excluding holidays. The Manager shall be accessible to the Mayor, City Council Members and City Department Heads via telephone on a 24 hour basis, seven days per week. The Mayor and Manager, if necessary, may mutually agree to some flexibility in this schedule to accommodate the needs of both the Manager and the City.

Section 3 Term.

A. This agreement shall commence May 10, 2023, and shall remain in effect until April 30, 2025. At least ninety (90) days prior to the termination of the Agreement, both Employer and Employee shall declare their intentions as to whether to extend this Agreement for an additional term, as provided in paragraph D of this Section.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 14, paragraph A, of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 14, paragraph B, of this Agreement.

D. This Agreement may be extended upon the same terms and conditions for an additional one year term.

Section 4 Salary.

A. In consideration of the services to be rendered by the City Manager, the City shall pay the City Manager for services rendered hereunder an annual base salary of \$185,000, payable in installments at the same time as other employees of the City are paid. Effective on the first anniversary date during the term of this Agreement, and subject to a favorable annual review of Employee Employer agrees to increase the annual base salary to \$195,000.

B. In addition to the compensation in subsection (a) above:

1. Employee will receive compensation for holidays recognized in Section 3.44.060 of the Unalaska City Code.
2. Employee will be afforded the same travel and per diem privileges as provided to all city Employees and elected officials when conducting business outside of

the City of Unalaska.

3. Employee will be afforded the same travel benefit as provide to all city employees as set forth in Section 3.60.120 of the Unalaska City Code.

4. Employee shall be covered by the City's Workers' Compensation, and General Liability insurance as it applies to the City Manager positions roles and duties.

Section 5 Professional Development.

Employer recognizes that the duties of Employee require a certain amount of travel by Employee including travel to AML, SWAMC, APA and ICMA. Payment for such travel and entertainment shall be made by Employer upon presentation of actual and reasonable expenses, excluding alcohol.

Section 6 Dues and Subscriptions.

Employer agrees to pay the following dues and expenses on behalf of Employee:

A. Membership dues for the Alaska Municipal Manager's Association, American Planning Association and International City Manager's Association.

B. Actual and reasonable expenses for Employee to attend the Alaska Municipal Manager's Association Conference, ICMA annual conference, SWAMC annual conference, Alaska Municipal League Local Government Conference, and other conferences mutually agreed to in writing by both parties.

Section 7 Signing Bonus.

Employer agrees to provide Employee with a \$15,000 signing bonus with \$7,500 payable on May 15, 2023 and an additional \$7,500 payable on December 1, 2023 should Employee remain employed by the City on that date.

Section 8 Vehicle.

Employer agrees to provide Employee with exclusive use of a vehicle at all times during employment with the City. Employer shall provide for insurance, repair and operation and maintenance of said vehicle.

Section 9 Personal Leave.

Employee shall accrue personal leave at the rate of thirty two (32) hours per month.

Section 10 Retirement System.

Employee shall be covered by the State of Alaska Public Employees' Retirement System and may participate in other employee contribution programs offered by the City of Unalaska.

Section 11 Medical Benefits.

Employee, spouse and employee's children under the age of 26 shall be entitled to medical benefits as specified in Section 3.48.020 of the Unalaska City Code.

Section 12 Evaluations.

Employee shall be given an initial performance evaluation on or before November 15, 2023 and an annual evaluation sixty (60) days before each anniversary date of this Agreement.

Section 13. Moving Expenses.

Upon termination of this Agreement without cause under Section 14(A) or the City declaring its intention of non-renewal of this Agreement under Section 3(A), Employer shall pay directly to the shipping company, the Employee's reasonable actual expenses of moving personal belongings from Unalaska, not to exceed Ten Thousand Dollars (\$10,000), plus one-way fares and associated fees for employee and family to any point in the United States of America.

Section 14 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. Said notice is not required to specify any reasons for the termination. In the event Employee is terminated by Employer before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform the duties of City Manager, Employer agrees to pay Employee a lump sum cash payment equal to twelve (12) weeks aggregate salary plus accrued and unused personal leave as of the date of termination in lieu of any and all other damages or monies that Employee might claim. Provided, however, that in the event Employee is terminated because of any illegal act involving personal gain to him, then Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of employment, then Employee shall give Employer three (3) months' notice in advance and Employer agrees to pay Employee any accrued and unused personal leave. Provided that such notice is given, there will be no breach of this Agreement by reason of said resignation, and Employee shall not be responsible for any damages hereunder.

C. 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. Upon termination for cause, City shall not be responsible for making any payment of the balance of the Employee's accrued annual leave to the date of termination.

Section 15 Title 3 Provisions Superseded.

This is an individual employment agreement as that term is used in Section 3.60.090 of the Unalaska City Code and supersedes provisions of Title 3 not specifically referenced and incorporated into this agreement.

Section 16 Indemnification.

City shall defend and save harmless Employee from and against losses, damages, liabilities, expenses, claims and demands arising out of any act or omission of Employee while acting within the scope of Employee's duties under this agreement.

Section 17 Entire Agreement.

The text of this Agreement constitutes the entire agreement between the parties. Any representations, statement, promises or understandings not contained herein shall be of no continued force, effect of validity.

Section 18 Severability.

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force except as to such invalid provision.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Unalaska, Alaska this ____ day of _____, 2023.

EMPLOYEE

CITY OF UNALASKA

BY: 

BY: _____

WILLIAM HOMKA

**VINCENT TUTIAKOFF,
MAYOR**

ATTEST

Marjorie Veeder, City Clerk