

EMPLOYMENT MEMORANDUM OF UNDERSTANDING

THIS EMPLOYMENT MEMORANDUM OF UNDERSTANDING, made and entered into this 28th day of March 2025, by and between the **City of Valdez**, a municipal corporation, hereinafter called "Employer", as party of the first part, and **Bart Hinkle**, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer has employed Employee as Assistant City Manager / Chief of Police of the City of Valdez; and

WHEREAS, Employee was appointed by City Council to serve as the Interim City Manager of the City of Valdez beginning March 28, 2025.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Terms of Agreement

While serving as Interim City Manager, Employee shall have full authority of City Manager, and shall perform the functions and duties in Chapter 2.08 of Valdez Municipal Code.

Employee's employment shall not be terminated while serving as Interim City Manager and employee's benefits shall continue to accrue without interruption for the duration of this agreement.

If either the Employee or Employer finds in their sole discretion that the Employee's service as Interim City Manager is not in the best interest of the City, Employee will return to his position as Assistant City Manager / Chief of Police with time served as Interim City Manager applied toward employee's employment period with the city.

Section 2. Salary / Leave

While serving as Interim City Manager, Employee's salary shall increase fifteen percent (15%) based on the amount of employee's current compensation. This increase shall be effective March 28, 2025.

Employee's salary increase will be terminated upon completion of duties as Interim City Manager.

All other terms of Employment, including Employee's annual leave accrual, benefits, merit awards and probationary status shall remain the same.

IN WITNESS WHEREOF, the City of Valdez has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Employee

Authorized City of Valdez, Alaska,

Bart Hinkle

Dennis Fleming, Mayor

Date

Date

Attested:

Sheri L. Pierce, MMC, City Clerk

Approved as to Form:
Brena, Bell & Walker, P.C.

Jake Staser, City Attorney

Date