

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2018-08

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND INTERIM CITY MANAGER NANCY M. PETERSON.

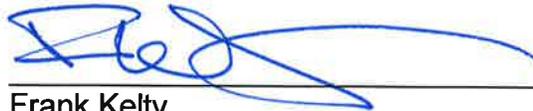
WHEREAS, the City of Unalaska and Nancy M. Peterson entered into an Agreement dated September 26, 2017, for temporary employment of Nancy M. Peterson as Interim City Manager for the City; and

WHEREAS, the term of the original agreement ends on January 16, 2018; and

WHEREAS, the City and Ms. Peterson wish to extend the term of the Agreement for an additional month, with a new termination date of February 16, 2018; and further, crediting Ms. Peterson with an additional twenty (20) hours of personal leave.

NOW, THEREFORE, BE IT RESOLVED THAT THE UNALASKA CITY COUNCIL authorizes the Mayor to sign Amendment No. 1 to the Agreement between the City of Unalaska and Nancy M. Peterson, a copy of which is attached to this Resolution.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on January 9, 2018.



Frank Kelty
Mayor

ATTEST:



Marjie Veeder
Clerk



MEMORANDUM TO COUNCIL

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: NANCY PETERSON, INTERIM CITY MANAGER
DATE: JANUARY 9, 2018
RE: RESOLUTION 2018-07: A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND INTERIM CITY MANAGER NANCY M. PETERSON.

SUMMARY: This Resolution will extend the Agreement with the Interim City Manager through February 16, 2018.

PREVIOUS COUNCIL ACTION: The Council approved Resolution 2017-60 on September 26, 2017, to enter into an Agreement with Nancy M. Peterson to serve as the Interim City Manager through January 16, 2018.

BACKGROUND:

DISCUSSION: The recruitment schedule for Unalaska's new City Manager has been extended into January with interviews scheduled for February 1-4, 2018. Nancy is willing to continue to support the City's administrative functions on a full-time, interim basis through February 16, 2018. Depending on the outcome of the interviews and candidate selection process in February, additional support on a part-time basis may be negotiated as needed.

ALTERNATIVES: The council could choose not to extend the contract and appoint an alternative Interim City Manager.

FINANCIAL IMPLICATIONS: No changes have been made to the original compensation schedule.

LEGAL:

STAFF RECOMMENDATION:

PROPOSED MOTION: I move to approve Resolution 2018-07 authorizing the Mayor to sign Amendment No. 1 to the Agreement between the City of Unalaska and Nancy M. Peterson.

CITY MANAGER'S COMMENTS: I am willing to continue to serve as the City's Interim City Manager through February 16, 2018. If additional support beyond that date is needed or desired by the Council, I may be available on a part-time basis and/or will work with the Council to select an alternative Interim Manager.

AMENDMENT NO. 1
AGREEMENT
INTERIM CITY MANAGER

The City of Unalaska (“City”) and Nancy M. Peterson (“Interim City Manager” or “Employee”) agree to amend that certain AGREEMENT, INTERIM CITY MANAGER dated September 26, 2017, as follows:

Section 3 Term is amended to read as follows:

This agreement shall commence October 16, 2017, and shall terminate on February 16, 2018, unless earlier terminated in accordance with this Agreement.

Section 4 Consideration, subparagraph (b)(1) is amended to read as follows:

Employee will be credited with 20 hours of personal leave at the commencement of the Amendment term and will accumulate additional personal leave at the rate of 13.5 hours per month while employed as Interim City Manager.

This is the entire Amendment of the Agreement. All other provisions of the Agreement not specifically amended by this document remain in effect.

CITY OF UNALASKA

Frank V. Kelty
Mayor

EMPLOYEE

Nancy M. Peterson

ATTEST:

Marjie Veeder
City Clerk

AGREEMENT
INTERIM 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 Nancy M. Peterson hereinafter referred to as "Interim 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 is in need of the services of an Interim City Manager; and

WHEREAS, the Council of the City of Unalaska desires to retain the services of Nancy M. Peterson as its Interim City Manager upon the terms set forth herein; and

WHEREAS, Nancy M. Peterson desires to serve as Interim 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 Nancy M. Peterson as Interim City Manager of the City of Unalaska, subject to terms and conditions set forth herein. Employee is a temporary 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 including, but not limited to, providing assistance in the recruitment of a permanent City Manager and providing transitional assistance to the permanent City Manager for up to ten days after the permanent City Manager starts working in Unalaska.

(c) The parties understand and agree the position of Interim 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 Interim City Manager shall make themselves 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 Interim 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 Interim Manager, if necessary, may mutually agree to some flexibility in this schedule to accommodate the needs of both the Interim Manager and the City.

Section 3 Term.

This agreement shall commence October 16, 2017 and shall terminate on the earlier of January 16, 2017 or at such time as a permanent city manager has been on the job in Unalaska for ten days whichever comes first unless earlier terminated in accordance with this Agreement.

Section 4 Consideration.

(a) In consideration of the services to be rendered by the Interim City Manager, the City shall pay the Interim City Manager three thousand dollars (\$3000.00) per week. This salary shall be paid with the City's regular semi-monthly payroll.

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

1. Employee will be credited with forty (40) hours of personal leave at the commencement of the term and will accumulate additional personal leave at the rate of 13.5 hours per month while employed as Interim City Manager. The Interim Manager will be allowed to take leave from 12/18/17-12/28/2017.

2. Employee will receive compensation for holidays recognized and outlined

in the City of Unalaska Personnel Policy, Title III.

3. Employee will be issued a cellular phone which is to be used for the conduct of city business 7 days per week.

4. 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.

5. Employee shall not be entitled to health insurance and retirement benefits as provided to other City employees.

6. City shall provide one round trip ticket from the nearest location to the individual (NEAREST LOCATION TO INDIVIDUAL) to Unalaska plus excess baggage costs incurred in Employee relocating to Unalaska and returning to from the nearest location to the individual.

7. City shall provide three (3) additional round trip tickets from from the nearest location to the individual to Unalaska to be used by Employee or their spouse. Employee is responsible for arranging for travel arrangements using these tickets.

Section 5 Housing.

The City of Unalaska shall provide Employee with suitable housing which includes all utilities, cable TV, and Internet.

Section 6 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. City shall be responsible to pay Employee for the balance of the Employee's accrued annual leave as of the date 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. 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.

(c) Employee may terminate this Agreement at any time by delivering to the City Clerk a ten (10) day notice of intent to terminate. If Employee terminates this Agreement Employee shall not be entitled to payment for the balance of the Employee's accrued annual leave as of the date of termination.

Section 7 Compliance with Law.

The Interim City Manager shall comply with the provisions of the City Code of the City of Unalaska, formal actions of the City Council, and any other applicable laws.

Section 8 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 9 Entire Agreement.

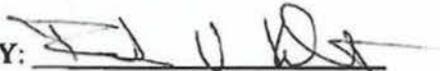
The text of this Agreement constitutes the entire agreement between the parties. Any representations, statement, promises or understandings not contained herein shall be of no continued force, effect of validity.

Section 10 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 26th day of September, 2017.

CITY OF UNALASKA

BY: 
FRANK V. KELTY, MAYOR

ATTEST



Catherine Hazen, City Clerk

EMPLOYEE

BY: 

NANCY M. PETERSON

