

POSSIBLE MOTION

I MOVE TO approve the employment agreement between the City and Borough of Sitka and Rachel Jones as Municipal Attorney.

**Employment Agreement
Between
City and Borough of Sitka, Alaska
And
Rachel Dinardo Jones**

This Employment Agreement (“Agreement”), made and entered into this ____ day of September, 2024, by and between the City and Borough of Sitka, a municipal government, (“the Municipality”) and Rachel Dinardo Jones (“Employee”).

Recitals

1. The Municipality desires to employ the services of Employee as Municipal Attorney serving at the pleasure of the Municipal Assembly; and
2. It is the desire of the Municipal Assembly to provide certain benefits and conditions of employment for the Employee; and
3. Employee desires to accept employment as the Municipal Attorney of the City and Borough of Sitka.

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

**Section 1
At-Will Employment**

- A. The Employee will be employed as the Municipal Attorney effective October 7th, 2024.
- B. The Employee understands that the Sitka General Code establishes the Municipal Attorney as an at-will employee.
- C. Employee understands and agrees that she is an at-will employee which means that she is serving at the pleasure of the Municipal Assembly (“Assembly”).

**Section 2
Municipal Attorney Duties**

The Municipal Attorney is expected to perform the function and duties specified in the Charter of the City and Borough of Sitka and the Sitka General Code, and to perform other legal duties and functions as determined by the Assembly from time-to-time and communicated by the Mayor, who will serve as the Employee’s primary point of contact.

Section 3
Salary and Performance Evaluation

- A. The Municipality agrees to pay Employee for services rendered an annual base salary of ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$162,500.00), less applicable withholdings.
- B. Employee may be eligible for raise at annual performance review based on Assembly approval. The annual performance review by the Assembly shall occur on the third Tuesday of April each calendar year.
- C. As a contract employee, personnel policies found in Section 6 – Personnel Staffing and Compensation of the City and Borough of Sitka Personnel Policies Handbook do not apply to the Municipal Attorney position.

Section 4
Hours of Work

- A. As an attorney, Employee is exempt from the provisions of the Fair Labor Standards Act (“FLSA”) and shall not be paid overtime or be given compensatory time off for hours worked in excess of forty (40).
- B. Employee is expected to work as many hours as necessary to fully perform all duties and responsibilities required by the municipal law and as assigned by the Assembly.
- C. Although primarily expected to work in the Municipal Attorney office during regular hours of work, the Employee is also expected to attend regular and special Assembly meetings unless exempted, and work sessions as directed.
- D. After the first satisfactory performance review scheduled for the third Tuesday of April 2025, Employee shall be able to use up to 30 days of remote work annually with 30 days written notice and Assembly approval. The Mayor will communicate approval or denial, subject to the concurrence of the Assembly.

Section 5
Vacation and Benefits

- A. Vacation Leave Accrual:
 - 1. Upon Hire: Employee shall accrue eighty (80) hours of vacation leave upon hire that may be used immediately.
 - 2. Monthly: Employee shall accrue vacation leave thereafter at a rate of 12.67 hours per month. The monthly accrual rate may be reviewed and adjusted at the annual April 2026 performance review based on Assembly approval.

- B. Employee shall request vacation leave with a reasonable lead time in writing to the Mayor with copies to all Assembly members. The Mayor will communicate approval or denial, subject to the concurrence of the Assembly.
- C. Except for the vacation leave available immediately at hire and accrual rates listed above, all other provisions of Section 8 of the City and Borough of Sitka Personnel Policies Handbook shall apply.
- D. Other Benefits and Insurance: Employer shall provide Employee with sick leave, life insurance, health insurance, retirement, and other benefits provided to other exempt employees as described in the City and Borough of Sitka Personnel Policies Handbook.
- E. Membership dues in professional organizations including the Alaska Bar Association and the Alaska Municipal Attorneys Association will be paid for by the Municipality.

Section 6
Other Terms and Conditions of Employment

- A. During the life of this Agreement, the Assembly may determine new terms and conditions of employment are necessary from time-to-time based on the performance of the Employee or the needs of the Municipality, provided such terms and conditions are not inconsistent with any applicable federal, state, or local laws.
- B. Any such changes or new terms and conditions of employment shall only be effective if in writing signed by the Mayor and the Employee.
- C. The City and Borough of Sitka Personnel Policies Handbook, effective December 14, 2021, and as amended from time to time, may apply to the Employee as determined by the Assembly.

Section 7
Removal and Resignation

A. Removal

As established in Section 1 above, Employee understands and agrees that she may be removed from the Municipal Attorney position with or without advance notice and with or without cause at any time during a lawfully scheduled meeting by a vote of at least four (4) members of the Assembly.

B. Resignation

Employee may resign and terminate this Agreement for any reason, or no stated reason, upon giving ninety (90) calendar days written notice to the Mayor with copies to all Assembly members. In the event the Employee resigns under this paragraph, the Municipality shall pay the Employee her salary and accrued but unused vacation leave, to the date of the resignation, less

the amount of any unpaid balance owed to the Municipality by the Employee at the time of resignation.

Section 8 Severance Pay

- A. The Employee is not entitled to any severance pay until after the first satisfactory performance review scheduled for the third Tuesday of April 2025.
- B. The Employee is not entitled to any severance pay in the event of resignation.
- C. After the first satisfactory performance review, in the event the Employee is removed by the Assembly in accordance with Section 3, paragraph A above, the Municipality shall give the Employee two (2) months of salary as severance unless the Employee is removed due to a commission of a crime or gross misconduct as determined by the Assembly. Severance pay shall be paid in a lump sum payment, less applicable taxes.
- D. Employee also shall be entitled to any accrued but unused vacation leave as of the date of separation.

Section 9 Indemnification

Employer agrees to indemnify, defend and hold Employee harmless from any suit or claim brought against him for any actions or claims brought because of, based on, or arising out of her employment by or service to the Municipality so long as the Employee's actions or decisions were within her scope of responsibilities and not gross negligence or malpractice.

Section 10 General Provisions

A. Assignments and Subcontracts

The Employee may assign any of the work to be performed under this Agreement to third parties, so long as she oversees such assignments and informs the Assembly of such assignments.

B. Applicable Law

This Agreement shall be deemed to have been entered into and shall be construed and governed, except with respect to conflict of laws, in accordance with the laws of the State of Alaska.

C. Waivers

Failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future exercise of such right, but the obligation of the other party with respect to such future performance shall continue in full force and effect.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or provisions were omitted.

E. Amendments

This Agreement may not be amended, modified, released, discharged, supplemented, interpreted, or changed in any manner except by written instrument signed by duly authorized representatives of both parties.

F. Headings

The headings utilized herein are provided as aids in referencing provisions of this Agreement, but shall not be utilized in interpretation, or construction of terms and conditions of it.

G. Entire Agreement

This Agreement contains the entire and only understanding or agreement between the parties in relation to the employment of the Employee as the Municipal Attorney. Any verbal or written representations, provision, undertakings or conditions hereof not contained in the wording of this Agreement shall be of no effect and shall not be binding on either party.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

IN WITNESS THEREOF, the City and Borough of Sitka, on a vote of its Assembly on the 24th day of September, 2024 has approved this Employment Agreement and directed it to be signed and executed on its behalf by its Mayor, duly attested by its Municipal Clerk, and signed by the Employee on this _____ day of September, 2024.

EMPLOYEE

Rachel Dinardo Jones

CITY AND BOROUGH OF SITKA

ATTEST:

Steven Eisenbeisz, Mayor

Sara Peterson, Municipal Clerk

SEAL: