

POSSIBLE MOTION

2)

I move to approve the Municipal Attorney Robin Koutchak's employment contract per attached.

Attorney-Municipal

Can be either a salaried employee of the city, or on retainer and used as needed

Municipality	Population	Specific Working Title	Job Match	# of Employees	Union or Nonunion	Work Wk	Lowest Wage	Average Wage	Highest Wage	Note:
Fairbanks North Star Borough	98,660	Borough Attorney	Same	1	Non	40	\$0.00	\$64.40	\$0.00	
Matanuska-Susitna Borough	91,946	Borough Attorney	Same	1	Non	40	\$0.00	\$67.50	\$0.00	
Juneau	31,275	City/Borough Attorney	More	1	Non	40.0	\$0.00	\$67.69	\$0.00	Determined by the Assembly
Juneau	31,275	Assistant City/Borough Attorney	More	4	Non	37.5	\$44.57	\$51.38	\$54.82	
Fairbanks	31,182	City Attorney	Same	1	Non	40	\$0.00	\$46.04	\$0.00	
Ketchikan Gateway Borough	13,477	Attorney-Municipal	Same	1	Non	40	\$0.00	\$63.98	\$0.00	
Sitka	8,627	Municipal Attorney	Same	1	Non	40	\$0.00	\$50.57	\$0.00	
Kenai	7,115	Attorney	Same	1	Non	40	\$0.00	\$61.59	\$0.00	Contracted
North Slope Borough	6,751	Borough Attorney	Same	1	Non	37.5	\$0.00	\$78.62	\$0.00	

**EMPLOYMENT AGREEMENT BETWEEN
CITY AND BOROUGH OF SITKA
AND ROBIN L. KOUTCHAK**

This "Employment Agreement Between City and Borough of Sitka and Robin L. Koutchak" ("Agreement") is entered into by the City and Borough of Sitka, a municipal corporation of the State of Alaska ("CBS"), and attorney Robin L. Koutchak ("Attorney"), referred to in this Agreement individual as "Party" and collectively as "Parties," with the terms and conditions set out as follows:

RECITALS

1. CBS desires to employ the services of Attorney; and
2. Attorney desires to maintain employment as Attorney for CBS, a position she has held since March, 2013.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

SECTION 1: ATTORNEY EMPLOYMENT AND DUTIES

CBS agrees to employ Attorney to assist in performing the functions and duties specified of the Sitka Municipal Attorney in the Charter of the City and Borough of Sitka and Sitka General Code and to perform such other legally permissible and proper duties and functions as the City and Borough Assembly shall from time to time assign.

SECTION 2: TERM, DISCHARGE AND RESIGNATION

A. TERM

This Agreement shall have a term commencing July 1, 2014 and ending June 30, 2017, hereinafter the termination date. Attorney agrees to remain in the exclusive employment of CBS until said termination date unless this Agreement is earlier terminated as hereinafter provided.

Should Attorney continue working for CBS after expiration of this contract without a new contract being signed or this contract being renewed, the Attorney will be employed under the same terms and conditions as contained in this Agreement until the Attorney relationship is severed with the exception of Section 3.

Nothing in this Agreement prevents the Parties from extending the term of this Agreement by mutual agreement.

B. DISCHARGE

Attorney agrees she is an at-will employee – serving at the pleasure of CBS Assembly. She may be suspended or discharged without advance notice and without cause at any time during a lawfully scheduled meeting by a vote of at least four members of the Assembly.

C. RESIGNATION

Attorney may terminate this Agreement for any reason, or no stated reason, upon giving ninety (90) calendar days written notice to CBS. In the event Attorney voluntarily terminates employment, CBS shall be under no obligation to Attorney except to pay salary, benefits and accrued leave, to the date the resignation is effective, less the amount of any unpaid balance owed to CBS by Attorney.

SECTION 3: SEVERANCE PAY

In the event Attorney is terminated by Assembly during such time as Attorney is willing and able to perform the duties of Attorney, CBS shall give Attorney ninety (90) days of severance pay, unless Attorney is terminated for commission of a crime or gross misconduct, which would be the kind of conduct which could result in the loss or suspension of her license to practice law. Severance pay shall constitute a lump sum cash payment equal to the monetary value of all pay and benefits provided for the period of severance pay due, except that CBS shall pay directly for Attorney's CBS-sponsored health insurance for ninety (90) calendar days after separation under COBRA. Employee shall be entitled to accrued leave as of the date of separation.

SECTION 4: SALARY

During the term of Agreement, CBS agrees to pay the Municipal Attorney for services rendered pursuant to an annual base salary of \$117,374.40 with a 5.0% increase on July 2014 to \$123,240.00. Any future adjustments to her salary will take place in April and coincide with her evaluation provided the Municipal Attorney receives a satisfactory work performance from at least four of seven members of the Assembly.

SECTION 5: PERFORMANCE REVIEW

CBS agrees to review Attorney's performance annually on the third Tuesday in April.

SECTION 6: HOURS OF WORK

Attorney is exempt from the provisions of the Fair Labor Standards Act and shall not be bound to a workweek of any set number of hours. Attorney is expected to work as many hours as the responsibilities of her position requires. As a result, Attorney shall not be paid overtime or allowed to accrue compensatory time.

SECTION 7: VACATION AND BENEFITS

The terms and conditions of leave are subject to the provisions of CBS Personnel Policies Handbook. CBS will provide Attorney with sick leave, health insurance and other benefits (including the payment of bar dues as is currently done) on the same basis that these benefits are provided to other CBS employees, as described in the Personnel Policies Handbook, except with

a vacation accrual rate of 16.67 hours per month of annual leave to the Employee starting July 1, 2014 and every year thereafter.

IN WITNESS THEREOF, CBS approves this Agreement by a majority vote of its Assembly, and has authorized this Agreement be signed and executed on its behalf by its Mayor and duly attested by its Municipal Clerk, and Attorney also executes this Agreement freely and voluntarily, on this 10th day of June, 2014.

ROBIN L. KOUTCHAK

Date

CITY AND BOROUGH OF SITKA

Mim McConnell, Mayor

Date

ATTEST:

Colleen Ingman, MMC, Municipal Clerk

Date