



CITY AND BOROUGH OF SITKA

ASSEMBLY CHAMBERS
330 Harbor Drive
Sitka, AK
(907)747-1811

Meeting Agenda

City and Borough Assembly

*Mayor Gary Paxton
Deputy Mayor Steven Eisenbeisz,
Vice Deputy Mayor Kevin Mosher,
Kevin Knox, Dr. Richard Wein, Valorie Nelson, Thor Christianson*

*Municipal Administrator: John Leach
Municipal Attorney: Brian Hanson
Municipal Clerk: Sara Peterson*

Thursday, June 25, 2020

6:00 PM

Assembly Chambers

SPECIAL MEETING

I. CALL TO ORDER

II. FLAG SALUTE

III. ROLL CALL

IV. PERSONS TO BE HEARD

Public participation on any item off the agenda. All public testimony is not to exceed 3 minutes for any individual, unless the mayor imposes other time constraints at the beginning of the agenda item.

V. NEW BUSINESS:

- A [20-132](#) Annual evaluation for Municipal Attorney Brian Hanson (requests evaluation to be held in executive session)

Attachments: [Attorney](#)

- B [20-133](#) Quarterly evaluation for Municipal Administrator John Leach (requests evaluation to be held in executive session)

Attachments: [Administrator](#)

VI. PERSONS TO BE HEARD:

Public participation on any item on or off the agenda. Not to exceed 3 minutes for any individual.

VII. ADJOURNMENT

Note: Detailed information on these agenda items can be found on the City website at <https://sitka.legistar.com/Calendar.aspx> or by contacting the Municipal Clerk's Office at City Hall, 100 Lincoln Street or 747-1811. A hard copy of the Assembly packet is available at the Sitka Public Library. Regular Assembly meetings are livestreamed through the City's website, aired live on KCAW FM 104.7, and broadcast live on local television channel 11. To receive Assembly agenda notifications, sign up with GovDelivery on the City website.

*Melissa Henshaw, CMC, Acting Municipal Clerk
Publish: June 23*



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 20-132 **Version:** 1 **Name:**

Type: Item **Status:** AGENDA READY

File created: 6/19/2020 **In control:** City and Borough Assembly

On agenda: 6/25/2020 **Final action:**

Title: Annual evaluation for Municipal Attorney Brian Hanson (requests evaluation to be held in executive session)

Sponsors:

Indexes:

Code sections:

Attachments: [Attorney](#)

Date	Ver.	Action By	Action	Result
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Evaluation of Municipal Attorney Brian Hanson

POSSIBLE MOTIONS

Step 1

I MOVE TO go into executive session* under the statutory categories of discussing subjects that 1) may tend to prejudice the reputation and character of an individual, and, 2) may have an adverse effect upon the finances of the City and Borough of Sitka and invite in, when ready, Municipal Attorney Brian Hanson. In addition, pursuant to customary practice, I move to exclude the Municipal Administrator and Acting Municipal Clerk.

Step 2

I MOVE TO reconvene as the Assembly in regular session.

*Sitka General Code 2.04.020 Meetings

D. All meetings shall be open to the public except that the following may be discussed in closed executive session:

1. Matters, the immediate knowledge of which would adversely affect the finances of the municipality;
2. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
3. Matters which by law, municipal Charter or ordinances are required to be confidential;
4. Communications with the municipal attorney or other legal advisors concerning legal matters affecting the municipality or legal consequences of past, present or future municipal actions.

City and Borough Sitka, Alaska

Class Specification

Class Title	Municipal Attorney
Class Code Number	1040
FLSA Designation	Exempt
Pay Grade and Range	41
Effective Date	September 2010

General Statement of Duties

Serves as the City and Borough of Sitka's legal counsel, responsible for legal matters involving the City and Borough of Sitka; performs related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to serve as legal counsel and to provide legal advice to the Assembly, Administrator and municipal personnel on legal matters involving the City and Borough of Sitka. The Municipal Attorney prepares ordinances, resolutions, contracts, agreements, property documents, court filings, and other legal documents. The Municipal Attorney also prosecutes violations of municipal ordinances not handled directly by the Police Department, and related legal matters, including certain criminal charges. The Municipal Attorney also defends the City and Borough of Sitka in court and adjudicatory cases. The work is performed under the direct supervision of the Assembly, but extensive leeway is granted for the exercise of independent judgment and initiative. Direct supervision is exercised over the work of employee(s) in the class of Legal Assistant or Paralegal. An employee in this class performs the duties of other employees in the City and Borough's Administration as required or as assigned by supervisory personnel. In the absence of the Administrator or designee, an employee in this class will temporarily assume full responsibility for duties of this position. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (Illustrative Only)

- Plans, organizes and directs the organization, structure, activities and operations of the Legal Department;
- Advises the City and Borough Assembly, Mayor, Administrator and all departments on legal matters;
- Prepares municipal ordinances, resolutions, contracts, agreements, property documents, court documents, and related legal documents in coordination with the Administrator, Mayor and City and Borough Assembly;
- Prosecutes and defends all civil actions involving the City and Borough;
- Manages department work, project and personnel activities of the Legal Department;
- Maintains the confidentiality of privileged matters, balanced by the public's rights regarding Open Meetings Act and Public Records Act;
- Serves as Parliamentarian for Assembly meetings;

- Directs the strategic planning, policy development and data collection and reporting activities of the Legal Department;
- Confers with municipal department heads, other supervisory personnel, and municipal staff or officials as needed to discuss, identify and assess legal services needs and provide appropriate advice and counsel;
- Performs legal research on legal matters impacting or involving the City and Borough;
- Assists with the state, federal and municipal legislation affecting the City and Borough;
- Develops recommendations for enhancing the municipal legal service operations in collaboration with the Mayor and Assembly members;
- Prepares Legal Department budget;
- Prepares and supervises the preparation of formal and informal legal opinions upon request of the City and Borough Assembly and Mayor, or as appropriate;
- Attends meetings with the Mayor, Assembly, Administrator, department and division heads, other City and Borough employees, and members of boards, commissions and committees, in which the legal matters of the City and Borough are or may be implicated, including matters relating to personnel, unions, equal employment opportunity, planning, zoning, economic, law enforcement, civil rights, public health and safety, environmental protection and remediation and similar issues;
- Hires and works with outside counsel on such specialized issues as municipal bond issues, Assembly conflict issues, initiatives/referendums, public utilities regulation, and litigation;
- Drafts or reviews the drafting of all contracts, deeds, leases, other property documents, releases, agreements, memorandums of understanding, franchises and other legal documents for the City and Borough as requested;
- Decides major legal questions in litigation, claims, contracts, property matters and other legal matters;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other Departments and municipal employees and officials, State and Federal Officials, outside legal counsel and the public.
- Municipal Attorney does not provide direct legal advice to the public or citizens, but handles such inquiries through members of the Assembly, boards/commissions/committees, Administrator, Departments, or municipal employees;
- Trains, assigns, prioritizes, supervises, motivates and evaluates the work of assigned employees;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other related duties as assigned.

Required Knowledge and Abilities

- Comprehensive knowledge of City and Borough ordinances, resolutions and administrative decisions;
- Comprehensive knowledge of legal practices and procedures;
- Comprehensive knowledge of appellate practices and procedures;
- Comprehensive knowledge of local and State laws and procedures regarding misdemeanors and violations handled by the Municipal Attorney;
- Comprehensive knowledge of municipal law, litigation, torts, contracts, civil rights, administrative processes, collective bargaining, and real property;
- Comprehensive knowledge of the principles, practices, methods, materials and references utilized in legal research, including electronic legal research;
- Comprehensive knowledge of State and Federal statutes and regulations pertaining to municipal governments;
- Thorough knowledge of the practices, procedures and operations of the City and Borough's departments and divisions;
- Ability to negotiate and to persuade others, including both individuals and groups;

- Ability to communicate well with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate or quickly learn to operate a personal computer using standard or customized software applications appropriate to assigned tasks, including Excel and Word,;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from an accredited college or university with a Law Degree; and
- Extensive experience in public law practice.

Required Special Qualifications

- Alaska Bar membership;
- Continuing Legal Education preferred.

Essential Physical Abilities

- Sufficient clarity of speech and hearing, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision, with or without reasonable accommodation, which permits the employee to review a wide variety of written correspondence, reports and related material in both electronic and hardcopy form;
- Sufficient manual dexterity, with or without reasonable accommodation, which permits the employee to operate a keyboard and produce hand-written materials and notations;
- Sufficient personal mobility, with or without reasonable accommodation, which permits the employee to visit various and other work stations in the City and Borough and attend a wide variety of meetings within the City and Borough and out of the area.

• • • END • • •

Employment Agreement
Between
City and Borough of Sitka, Alaska
And
Brian E. Hanson

This Employment Agreement ("Agreement"), made and entered into this 19 day of September, 2016, by and between the City and Borough of Sitka, a municipal government, ("the Municipality") and Brian E. Hanson ("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
Employee Employment and Duties

The Municipality employs Employee as Municipal Attorney 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 the Municipal Assembly shall from time-to-time assign.

Section 2
Term, Discharge and Resignation

A. Term

1. Desiring to establish a commitment by both parties for this Agreement, it is understood and agreed that this Agreement shall have a term commencing September 19, 2016 and ending September 19, 2019, hereinafter the termination date. Employee agrees to remain in the exclusive employment of the Municipality until said termination date unless this Agreement is earlier terminated as provided for below in paragraph B or C.
2. Should Employee continue working for the Municipality after expiration of this Agreement without a new agreement being signed or renewed, the Employee will be employed under the same terms and conditions as contained in this Agreement until the Employee relationship is severed.

3. Nothing in this Agreement prevents the parties from extending the term of this contract by mutual agreement in writing signed by the Mayor and Employee.

B. Discharge

Notwithstanding the term of this Agreement set forth above, the Employee understands that the Sitka General Code establishes the Municipal Attorney as an at-will employee. Employee agrees that he is an at-will employee which means that he is serving at the pleasure of the Municipal Assembly. Consequently, Employee understands and agrees that he may be suspended or discharged without advance notice and without cause at any time based on the Code during a lawfully scheduled meeting by a vote of at least four (4) members of the Assembly.

C. Resignation

Likewise, Employee may terminate this Agreement for any reason, or no stated reason, upon giving ninety (90) calendar days written notice to the Mayor. In the event the Employee terminates this Agreement under this paragraph, the Municipality shall pay the Employee his 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 3
Severance Pay

A. In the event the Employee is terminated by the Municipal Assembly during the term of this Agreement, the Municipality shall give the employee three (3) months of pay as severance. Severance pay shall be equal to the monetary value of all pay and benefits provided for the period of severance pay due. This section does not apply if employee is terminated for 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.

B. The Municipality also agrees to pay the Employee's COBRA health insurance premium coverage for three (3) months after date of separation.

C. Employee shall be entitled to any accrued but unused vacation leave as of the date of separation.

D. Non-renewal of this Agreement after the expiration of its term shall not entitle the Employee to any severance pay or COBRA benefits paid by the Municipality.

Section 4 Salary

- A. During the term of the Agreement, the Municipality agrees to pay Employee for services rendered an annual base salary of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS AND NO CENTS (\$125,000.00), less applicable withholdings.
- B. Upon receipt of a satisfactory or better evaluation on or before September 19, 2017, the Employee's salary shall be increased to ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$135,000.00) less applicable withholdings.
- C. Upon receipt of a satisfactory or better evaluation on or before September 19, 2018, Employee's salary shall be increased to ONE HUNDRED AND FORTY THOUSAND DOLLARS AND NO CENTS (\$140,000) less applicable withholdings.

Section 5 Performance Review

The Municipality agrees to review Employee's performance annually on or before September 19th of each calendar year of this Agreement.

Section 6: Hours of Work

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). Employee shall not be bound to a workweek of any set number of hours. However, Employee is expected to work as many hours as the duties and responsibilities of his position requires.

Section 7 Vacation and Benefits

1. Vacation Accrual: Effective September 19, 2016, the Employee shall have eighty (80) hours of vacation leave that may be used immediately upon hire. Employee shall accrue vacation leave thereafter at a rate of 12.67 hours per month. At the end of the first twelve (12) consecutive months of employment, the Employee shall receive an increase to his accrual rate of vacation leave to twenty (20) hours per month. The terms and conditions of the leave are subject to the provisions of the City and Borough of Sitka Personnel Policies Handbook.

2. Other Benefits and Insurance: Employer shall provide Employee with sick leave, life insurance, health insurance, retirement, and other benefits (including the payment of bar dues) provided to other exempt employees as described in the Personnel Policies Handbook.

Section 8 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 his employment by or service to the Municipality so long as the Employee's actions or decisions were within his scope of responsibilities and not gross negligence or malpractice.

Section 9 Other Terms and Conditions of Employment

The Municipality may fix any other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable federal, state or local laws. Such terms and conditions of employment shall only be effective if in writing signed by the Mayor and the Employee.

Section 10 Conflicts of Interest

The Employee shall be sensitive to both actual and perceived conflicts of interest as the Municipal Attorney and the Employee's personal conduct including activities of members of the Employee's immediate family that are within his control which could similarly result in an actual or perceived conflict of interest. When in doubt, the Employee should consult with the Mayor in advance of any potential conflict before proceeding on the matter.

Section 11 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 he 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.

IN WITNESS THEREOF, the City and Borough of Sitka, on a vote of its Assembly on 9.13.16, has approved this Agreement and directed it to be signed and executed on its behalf by its Mayor and duly attested by its Municipal Clerk, and the Employee has signed this Agreement on this 19 day of September, 2016.

EMPLOYEE

Brian E. Hanson
Brian E. Hanson

CITY AND BOROUGH OF SITKA

Mim McConnell
Mim McConnell, Mayor

ATTEST:

Sara Peterson
Sara Peterson, Municipal Clerk

SEAL:

FY 2020 AML Salary & Benefit Survey

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 Week Hours	Lowest Wage Range	Highest Wage Range	Note: Annual Wage
Municipality of Anchorage	298,908	Municipal Attorney	Same	1	Non	40	\$88,729.56	\$141,366.57	Annual Wage
Kenai Peninsula Borough	58,024	Attorney	Same	3	Non	40	\$38.44	\$63.95	Plus Car Allowance \$79,995 - \$133,016
City of Fairbanks	32,506	Deputy City Attorney	More	0.5	Non	20	\$45.79	\$58.61	\$95,243 - \$121,909
City of Fairbanks	32,506	City Attorney	Same	1	Non	40	\$45.79	\$58.61	\$95,243 - \$121,909
City & Borough of Juneau	32,113	Assistant Attorney III	More	3	Non	37.5	\$51.47	\$82.19	\$107,058 - \$170,955
City & Borough of Juneau	32,113	City/Borough Attorney	More	1	Non	40.0	\$0.00	\$73.07	Determined by the Assembly \$151,986
Ketchikan Gateway Borough	13,843	Attorney-Municipal	Same	1	Non	40	\$125.45	\$125.45	\$260,936
City & Borough of Sitka	8,652	Municipal Attorney	Same	1	Non	40	\$0.00	\$67.31	Contract \$140,005
City of Ketchikan	8,157	Municipal Attorney	Same	1	Non	40	\$0.00	\$0.00	Contract
City of Kenai	7,790	Attorney	More	1	Non	40	\$0.00	\$71.64	Varies because of Contract \$149,011
City of Palmer	6,268	Attorney-Municipal	Same	1	Non	Varies	\$0.00	\$0.00	Contract
City of Bethel	6,135	City Attorney	Same	1	Non	40	\$0.00	\$128,000.00	
City of Soldotna	4,333	Attorney	Same	1	Non	Varies	\$0.00	\$0.00	Contract
Haines Borough	2,480	Borough Attorney	Same	1	Non	Varies	\$0.00	\$0.00	Contract
City of North Pole	2,101	Attorney on Contract	Same	1	Non	Varies	\$0.00	\$0.00	\$265.00/hour
City of Aleknagik	202	Attorney	Same	1	Non	Varies	\$0.00	\$0.00	Contract



CITY AND BOROUGH OF SITKA

Legislation Details

File #: 20-133 Version: 1 Name:

Type: Item Status: AGENDA READY

File created: 6/19/2020 In control: City and Borough Assembly

On agenda: 6/25/2020 Final action:

Title: Quarterly evaluation for Municipal Administrator John Leach (requests evaluation to be held in executive session)

Sponsors:

Indexes:

Code sections:

Attachments: [Administrator](#)

Date	Ver.	Action By	Action	Result
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Evaluation of Municipal Administrator

POSSIBLE MOTIONS

Step 1

I MOVE TO go into executive session* under the statutory categories of discussing subjects that 1) may tend to prejudice the reputation and character of an individual, and, 2) may have an adverse effect upon the finances of the City and Borough of Sitka and invite in, when ready, Municipal Administrator John Leach. In addition, pursuant to customary practice, I move to exclude the Municipal Attorney and Acting Municipal Clerk.

Step 2

I MOVE TO reconvene as the Assembly in regular session.

*Sitka General Code 2.04.020 Meetings

D. All meetings shall be open to the public except that the following may be discussed in closed executive session:

1. Matters, the immediate knowledge of which would adversely affect the finances of the municipality;
2. Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
3. Matters which by law, municipal Charter or ordinances are required to be confidential;
4. Communications with the municipal attorney or other legal advisors concerning legal matters affecting the municipality or legal consequences of past, present or future municipal actions.

City and Borough Sitka, Alaska

Class Specification

Class Title	Administrator
Class Code Number	1100
FLSA Designation	Exempt (Executive)
Pay Grade and Range	42
Effective Date	September 2010

General Statement of Duties

Plans, organizes and directs the operations and activities of the City and Borough government of Sitka; performs related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to serve as the chief administrative officer for the City and Borough. The work is performed under the direct supervision of the City Assembly but extensive leeway is granted for the exercise of independent judgment and initiative. Direct supervision is exercised over the work of all Department Heads within the City and Borough Government and subsequent responsibility for all personnel within the municipality. An employee in this class performs the duties of other employees in the City and Borough Administration as is necessary or requested by the City and Borough Assembly. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other Department and City employees, State and Federal officials, business organizations and the public. The principal duties of this class are performed in a general office environment.

Examples of Essential Work (Illustrative Only)

- Plans, directs, administers and supervises the work of directors of all City and Borough administrative departments as established by the City and Borough Charter and applicable ordinances;
- Appoints and removes the heads of administrative departments according to City and Borough administrative needs, the City and Borough Charter and all applicable ordinances;
- Oversees all City and Borough department heads, communicating policies and procedures of the City and Borough Assembly and ensuring professionalism, efficiency and effectiveness in all operations;
- Ensures proper custody of municipal property, funds and assets;
- Directs and supervises the construction, maintenance and operation of the Municipal Public Works;
- Prepares a proposed annual City and Borough budget and capital improvement plan and submits all figures to the City and Borough Assembly;
- Monitors the budget and reports to the City and Borough Assembly on the financial condition and the needs of the municipality;

- Provides information to the City and Borough Assembly on the activities and operations of the municipality;
- Plans and organizes administrative actions to implement the policies of the City and Borough Assembly;
- Responds to requests for information from the citizens of Sitka, listens to complaints and seeks to resolve conflicts involving any aspect of City and Borough operations;
- Represents the City and Borough's interest in issues involving State and Federal governmental agencies and/or legislative bodies;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisors and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Trains, assigns, prioritizes, supervises, motivates and evaluates the work of assigned employees;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other related duties as assigned.

Required Knowledge, Skills and Abilities

- Comprehensive knowledge of the principles and practices involved in municipal and government management;
- Comprehensive knowledge of municipal budgeting practices and procedures;
- Comprehensive knowledge of organizational structure and function;
- Thorough knowledge of the legislative processes involved in local government;
- Thorough knowledge of the function and purpose of all City and Borough departments, divisions, sections and offices;
- Ability to interpret, communicate and implement the policies of the City and Borough Assembly;
- Ability to perform short and long range planning functions for the direction of the various functions within municipal government;
- Ability to make decisions involving the allocation and distribution of resources among various different functions within municipal government;
- Ability to analyze, interpret and compile complicated financial data;
- Ability to make presentations in public involving municipal operations;
- Ability to organize, coordinate, consolidate, combine and/or dissolve municipal functions as necessary;
- Ability to communicate well with others, both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from an accredited college or university with a Bachelor's Degree or equivalent in Public Administration, Business Administration or a closely related field; and
- Extensive experience in a senior management position, preferably in the public sector; or
- Any equivalent combination of experience, education and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

None

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to review materials in both electronic and hardcopy form;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate a personal computer and related office equipment;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to function in a general office environment.

• • • END • • •

**Employment Agreement
Between
City and Borough of Sitka
And
John Leach**

This Employment Agreement ("Agreement"), made and entered into this 23rd day of OCT, 2019, by and between the City and Borough of Sitka, Alaska, a home rule municipality ("the Municipality" or "Employer") and John Leach ("Employee").

Recitals

1. The Municipality desires to employ the services of Employee as Municipal Administrator 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 Administrator of the Municipality.

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

**Section 1
Employee Employment and Duties**

The Municipality employs Employee as Municipal Administrator to perform the function and duties specified in the Home Rule Charter of the City and Borough of Sitka ("Charter") and the Sitka General Code ("SGC"), and to perform other legal duties and functions as the Municipal Assembly shall from time-to-time assign.

**Section 2
Indefinite Term, Removal and Resignation**

A. **Indefinite Term.** In accordance with the Charter Section 4.01, Employee is appointed Municipal Administrator for an indefinite term, effective April 1, 2020, or an earlier date as mutually agreed by Employee and Mayor. Employee hereby acknowledges receipt of a copy and review of Charter Section 4.01, which is attached and hereby incorporated by reference.

B. **Removal; Suspension.** Employee understands that the Charter establishes that the Municipal Administrator shall serve at the pleasure of the Municipal Assembly. The Employee agrees that he is an at-will employee which means that he is serving at the pleasure of the Municipal Assembly. Employee further understands and agrees that he may be removed or suspended without cause. Employee further understands and agrees that any such removal or

suspension must be in accordance with the procedures found in Charter Section 4.02. Employee hereby acknowledges receipt of a copy and review of Charter Section 4.02, which is attached and hereby incorporated by reference.

C. **Resignation.** Employee may terminate this Agreement for any reason, or no stated reason, upon giving ninety (90) calendar days written notice to the Mayor. In the event the Employee terminates this Agreement under this paragraph, the Municipality shall pay the Employee his salary and accrued but unused vacation leave, to the date of the resignation (which means when Employee no longer works for Employer), less the amount of any unpaid balance owed to the Municipality by the Employee at the time of resignation.

Section 3 Salary

During the term of this Agreement, the Municipality agrees to pay Employee for services rendered an annual base salary of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$125,000.00), less applicable withholdings.

Section 4 Performance Review

The Municipality agrees to review Employee's performance quarterly, at regular or special meetings of the Municipal Assembly as set by the Mayor, for the first year of employment and, thereafter, as provided by the SGC or other applicable policy. Upon review, at the sole discretion of the Municipal Assembly, the Municipal Assembly may increase the Employee's salary and benefits.

Section 5 Hours of Work

As the Municipal Administrator, 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) per workweek. Employee shall not be bound to a workweek of any set number of hours. However, Employee is expected to work as many hours as the duties and responsibilities of his position requires.

Section 6 Vacation and Benefits

A. **Vacation Accrual.** Effective April 1, 2020, or first day of work, Employee shall have eighty (80) hours of vacation leave that may be used immediately upon hire. Employee shall accrue vacation leave thereafter at a rate of 8.67 hours per month. The terms and conditions of the leave are subject to the provisions of the City and Borough of Sitka Personnel Policies Handbook ("Handbook").

B. **Other Benefits and Insurance.** Employer shall provide Employee with sick leave, life insurance, health insurance, retirement, and other benefits provided to other exempt

Employment Agreement between CBS and John Leach

employees as described in the Handbook. Employer shall provide Employee with Public Officials Liability Insurance currently maintained by the Municipality.

C. **Membership dues** in professional organizations International City and County Management Association, and the Alaska Municipal League are also provided. Travel may be required for conferences and other duties at the expense of the Municipality.

Section 7 Indemnification

Employer agrees to defend and indemnify Employee in accordance with SGC Chapter 2.10, Defense And Indemnification Of Officers And Employees. Employee hereby acknowledges receipt of a copy and review of SGC Chapter 2.10, which is attached and hereby incorporated by reference.

Section 8 Other Terms and Conditions of Employment

The Municipal Assembly may fix any other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable federal, state or local laws. Such terms and conditions of employment, if approved by the Municipal Assembly, shall only be effective if in writing signed by the Mayor and the Employee.

Section 9 Conflicts of Interest

Employee understands and agrees that he is subject to Charter Section 17.01 and SGC Section 1.04.080 as to conflicts of interest. Employee hereby acknowledges receipt of a copy and review of Charter Section 4.02 and SGC 1.04.080, which are attached and hereby incorporated by reference. In addition, Employee shall be sensitive to both actual and perceived conflicts of interest as the Municipal Administrator and the Employee's personal conduct including activities of members of the Employee's immediate family that are within his control which could similarly result in an actual or perceived conflict of interest. When in doubt, the Employee should consult with the Mayor in advance of any potential conflict before proceeding on the matter.

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 he 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 Administrator. 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.

IN WITNESS THEREOF, the City and Borough of Sitka, on a vote of its Assembly on Tuesday, October 22, 2019, has approved this Agreement and directed it to be signed and executed on its behalf by its Mayor and duly attested by its Municipal Clerk, and the Employee has signed this Agreement on the dates written below.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

10/23/2019
Date

[Signature]
John Leach

STATE OF VA)
COUNTY OF Arlington) ss.

The foregoing instrument was acknowledged before me this 23 day of October, 2019, by John Leach.



[Signature]
Notary Public in and for the State of VA
My commission expires: 31 Jan 2022

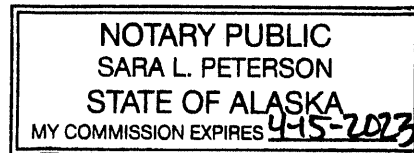
10-30-19
Date

[Signature]
CITY AND BOROUGH OF SITKA, ALASKA
By: Gary L. Paxton
Its: Mayor

STATE OF ALASKA)
FIRST JUDICIAL DISTRICT) ss.

The foregoing instrument was acknowledged before me this 30 day of October, 2019, by Gary L. Paxton, Mayor of the CITY AND BOROUGH OF SITKA, ALASKA, an Alaska home rule municipality, on behalf of the municipality.

[Signature]
Notary Public in and for the State of Alaska
My commission expires: 4-15-2023





HOME RULE CHARTER of the CITY AND BOROUGH OF SITKA

ARTICLE IV ADMINISTRATOR – EXECUTIVE

Section 4.01 Appointment, Qualifications, Compensation

The assembly shall appoint a municipal administrator for an indefinite term and fix his compensation. The administrator shall serve at the pleasure of the assembly and be appointed solely on the basis of his executive and administrative qualifications. He/she need not be a resident of the municipality or state at the time of his/her appointment

Section 4.02 Removal; Suspension

The assembly may remove the administrator from office in accordance with the following procedures:

- (a) **Preliminary Resolution.** The assembly shall adopt by affirmative vote of a majority of its members a preliminary resolution which must state the reasons for removal; and may suspend the administrator for a period of not to exceed 30 days. A copy of the resolution shall be delivered promptly to the administrator.
- (b) **Public Hearing.** Within five days after a copy of the resolution is delivered, the administrator may file with the assembly a written request for a public hearing. The hearing shall be held at an assembly meeting not earlier than 10 days or later than 20 days after the request is filed. The administrator may file with the assembly a written reply not later than five days before the hearing.
- (c) **Final Resolution.** If the administrator has not filed a request for public hearing, the assembly may adopt a final resolution of removal, which may be made effective immediately, by an affirmative vote of a majority of its members, at any time after five days from the date when a copy of the preliminary resolution was delivered to the Administrator. If a public hearing is requested, final resolution may be adopted any time thereafter.
- (d) **Continuation of Salary.** The administrator shall continue to receive his/her salary until the effective date of a final resolution of removal. The action of the assembly shall not be subject to review by any court or agency.

Section 17.01 Personal Financial Interest

- (a) **Prohibition.** No elected official may vote on any question on which he or she has a substantial financial interest. Any municipal officer, employee, or assembly member who has a substantial financial interest in any contract with the municipality or in the sale of any land, material, supplies or services to the municipality or to a contractor supplying the municipality shall make known that interest and shall refrain from participating in his capacity as a municipal officer, employee, or assembly member in the making of such sale or in the making or performance of such contract.
- (b) **Punishment.** Any municipal officer, employee or assembly member who conceals such financial interest or willfully violates the requirements of this section shall be guilty of malfeasance in office and shall forfeit his/her office or employment. Violation of this section with the knowledge expressed or implied of the person contracting with or making a sale to the municipality shall render the contract or sale to the municipality voidable by the administrator or the assembly.

(c) **Additional Rules.** The assembly by ordinance may prescribe additional rules and penalties to prevent conflicts of interest.

* * *

SITKA GENERAL CODE

* * *

1.04.080 Conflict of interest.

A. No member of the assembly, elected or appointed official, municipal employee or official may participate in official action in which the assembly person, elected official, employee or official has a substantial financial interest.

B. If a member of the assembly or other municipal board or commission has a substantial interest in an official action, that member shall declare the substantial financial interest and ask to be excused from the vote on the matter.

C. Upon a request made under subsection B of this section, the following procedure shall be followed:

1. The presiding officer shall rule on the request by a member to be excused from the vote.
2. The assembly, board or commission may override the decision of the presiding officer on the request to be excused by a majority vote.

D. As used in this section, "substantial financial interest" means an expectation of receiving a non-trivial pecuniary or material benefit. A substantial financial interest of a person includes any substantial financial interest of that person's immediate family. A person has a substantial financial interest in an organization in which that person has an ownership interest, or is a director, officer, or employee. A person has a substantial financial interest in a decision if a substantial financial interest of that person will vary with the outcome of the decision. A substantial financial interest does not include the following: a personal or financial interest which is not of the magnitude that would exert an influence on an average, reasonable person; a personal or financial interest of a type which is generally possessed by the public or a large class of persons to which that official or employee belongs; or an action or influence which would have an insignificant or conjectural effect on the matter in question.

E. As used in this section, "immediate family" of a person means anyone related to that person by blood, marriage, or adoption or who lives in that person's household.

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Chapter 2.10 DEFENSE AND INDEMNIFICATION OF OFFICERS AND EMPLOYEES

Sections:

<u>2.10.010</u>	Definitions.
<u>2.10.020</u>	Defense and indemnification.
<u>2.10.030</u>	Exclusions – Determination to defend and indemnify.
<u>2.10.040</u>	Conditions of defense and indemnification.
<u>2.10.050</u>	Disqualification.
<u>2.10.060</u>	Conflict with provisions of insurance policies.
<u>2.10.070</u>	Pending claims.
<u>2.10.080</u>	Union contracts.
<u>2.10.090</u>	Volunteer workers.

2.10.010 Definitions.

For the purpose of this chapter, the following words shall have the following meanings unless the context indicates otherwise:

- A. "Claim" means a claim or lawsuit.
- B. "Employee" means any person who is or has been employed in the service of the city and borough.
- C. "Official" means any person who is serving or has served as an elected official of the city and borough and any person who is serving or has served as an appointed member of any board, commission, agency, or committee of the city and borough.
- D. "Official duties" includes conduct, acts, and omissions done by an official or employee in the course and scope of their service to the city and borough.

2.10.020 Defense and indemnification.

Subject to the conditions and requirements of this chapter, the city and borough shall provide to an official or employee legal defense and indemnification, including protection from any expenses connected with the defense, settlement, or payment of monetary damages, related to any claim filed against the official or employee, arising out of the good faith performance, purported performance, or failure of performance of official duties. This defense and indemnification shall be a condition of employment with the city and borough and shall be provided by the municipal attorney or the municipal attorney's designee or through such insurance policy or self-insurance or similar program as the city and borough may establish.

2.10.030 Exclusions – Determination to defend and indemnify.

A. The obligation of the city and borough to provide defense and indemnification shall not apply to any act taken in bad faith or any act outside the scope of service or employment, or to any claim brought by or on behalf of the city and borough. The following are examples of acts which will normally be deemed to have been taken in bad faith:

- 1. An act committed with the willful intention of causing injury or harm, or which was reckless or malicious in nature.
- 2. An act committed in willful violation of law.
- 3. An act committed while under the influence of alcohol or a controlled substance.

B. The municipal attorney shall determine whether an official or employee was performing official duties in good faith, and whether an official or employee committed any act in bad faith. The municipal administrator shall make this determination regarding a claim against the municipal attorney.

C. If, at the time the claim is initiated, the known facts are insufficient to allow for the determination under subsection B of this section, the city and borough may elect initially to provide defense only, reserving any final determination until such time as sufficient facts are available.

D. The official or employee may appeal to the assembly an adverse determination under subsection B of this section.

2.10.040 Conditions of defense and indemnification.

The continued obligation of the city and borough to provide defense and indemnification shall be subject to the following conditions:

A. The official or employee shall cooperate fully with the city and borough and its counsel in handling or resisting the claim, including:

1. Providing the municipal attorney, as soon as practicable after receiving notice of a claim: written notice of the claim, specifying the names of the officials or employees involved, the date, time, place and circumstances surrounding the incident or conduct giving rise to the claim, the names and addresses of all persons allegedly injured, the names and addresses of owners of allegedly damaged property, and the names and addresses of all witnesses;
2. Cooperating with the city and borough and its counsel in making settlements of any lawsuits, and in enforcing any claim for subrogation against any persons or organizations that may be liable to the city and borough because of any damages or losses arising from the incident or conduct; and
3. Attending interviews, depositions, hearings, and trials as requested, and assisting in securing and giving evidence and obtaining the attendance of witnesses.

B. The city and borough reserves the sole right to control the defense of the claim and to compromise, settle, or defend the matter.

2.10.050 Disqualification.

If any official or employee fails or refuses to meet the requirements of this chapter or elects to provide his or her own representation on any claim, this chapter shall be inapplicable and of no force and effect with respect to that claim.

2.10.060 Conflict with provisions of insurance policies.

Nothing contained in this chapter shall be construed to modify or amend any provision of an insurance policy or any coverage through a self-insurance or joint insurance program. If there is a conflict between this chapter and the provisions of any such policies or coverage, the provisions of any such policies or coverage shall control.

2.10.070 Pending claims.

This chapter shall apply to any pending claim against an official or employee and to any claim hereafter filed irrespective of the date of the events or circumstances giving rise to the claim.

2.10.080 Union contracts.

If a collective bargaining unit contract covers any of the terms and conditions of this chapter, all employees under the contract shall be governed by the provisions of the contract. If there is a conflict between the provisions of such contract and this chapter, the provisions of the contract shall control.

2.10.090 Volunteer workers.

The city and borough shall provide defense and indemnification to volunteer workers performing services on its behalf; provided, that such defense and indemnification:

- A. Shall be provided only to volunteer workers authorized in writing by the head of a municipal department to perform a particular scope of services to the city and borough;
- B. Shall cover only conduct, acts, and omissions undertaken in the course and scope of such authorized services; and
- C. Shall be subject to all other conditions and requirements of this chapter in the same manner as they apply to officials and employees.

Manager or Administrator

All employees are full time. This is an appointed position.

FY 2020 AML Salary & Benefit S

Municipality	Population	Specific Working Title	Job Match	# of Employees	Union or Nonunion	Work Week Hours	Lowest Wage Range	Highest Wage Range	Note:
Municipality of Anchorage	298,908	Municipal Manager	Same	1	Non	40	\$105,273.93	\$147,383.48	Annual Wage
City of Fairbanks	32,506	Chief of Staff	Same	1	Non	40	\$48.16	\$58.87	\$100,173 - \$122,282 Determined by the Assembly
City & Borough of Juneau	32,113	City Manager	More	1	Non	40	\$0.00	\$84.27	
Ketchikan Gateway Borough	13,843	Manager	Same	1	Non	40	\$0.00	\$125,454.00	\$130,000 - \$134,000 Contract
Kodiak Island Borough	13,819	Borough Manager	More	1	Non	40	\$62.50	\$64.90	
City & Borough of Sitka	8,652	Administrator	Same	1	Non	40	\$0.00	\$62.50	\$143,998 Plus 10,000.00 Annual Bonus
City of Ketchikan	8,157	City Manager	Same	1	Non	40	\$18,333.34	\$18,333.34	
City of Kenai	7,790	City Manager	More	1	Non	40	\$0.00	\$69.23	\$156,312 Negotiated wage
City of Palmer	6,268	City Manager	Same	1	Non	40	\$0.00	\$123,500.00	
City of Bethel	6,135	City Manager	Same	Vacant	Non	40	\$0.00	\$132,600.00	\$136,510 Contract
City of Kodiak	5,942	City Manager	Same	1	Non	40	\$0.00	\$75.15	
City of Valdez	4,353	City Manager	More	1	Non	40	\$0.00	\$65.63	\$106,662
City of Soldotna	4,333	Manager	Same	1	Non	40	\$0.00	\$137,000.00	
City of Nome	3,667	City Manager	Same	1	Non	37.5	\$0.00	\$51.28	\$87,485 - \$142,085 Contract
Aleutians East Borough	2,959	Administrator	Same	2	Non	40	\$42.06	\$68.31	
Haines Borough	2,480	Borough Manager	Same	1	Non	40+	\$0.00	\$45.00	\$93,600
City & Borough of Wrangell	2,426	Borough Manager	Same	1	Non	40	\$0.00	\$0.00	