

AGREEMENT
ACTING CITY MANAGER

THIS AGREEMENT is between the City of Dillingham, a municipal corporation of the State of Alaska, acting through its City Council, hereinafter referred to as "City", and Kimberly Johnson, hereinafter referred to as "Acting City Manager" or "Employee".

WHEREAS, the City Code of the City of Dillingham empowers the Council of the City to appoint and remove the Manager; and

WHEREAS, the City needs the services of an Acting City Manager; and

WHEREAS, the Council of the City of Dillingham desires to retain the services of Kimberly Johnson as its Acting City Manager, upon her resignation from City Council, upon the terms set forth herein; and

WHEREAS, Kimberly Johnson desires to serve as Acting City Manager of the City of Dillingham upon the terms set forth herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1 Appointment.

(a) The City Council of the City of Dillingham, Alaska appoints Kimberly Johnson ("Employee" or "Acting City Manager") as Acting City Manager of the City of Dillingham, 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, helping in the recruitment of a permanent City Manager and providing transitional assistance to the permanent City Manager for up to five days after the permanent City Manager starts working in Dillingham.

(c) The parties understand and agree the position of Acting 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 Acting City Manager shall make herself available and be present in the City of Dillingham's city offices, or other city facilities, during normal business hours Monday through Friday of each week, excluding holidays. The Acting 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 Acting Manager, if necessary, may mutually agree to some flexibility in this schedule to accommodate the needs of both the Acting Manager and the City.

Section 3 Term.

The appointment to Acting Manager is effective July 10, 2023. However, to provide a training period with the current acting city manager, this employment contract takes effect prior to the date of appointment. This agreement shall commence July 5, 2023 and shall terminate on the earlier of December 15, 2023 or at such time as a permanent city manager has been on the job in Dillingham for five days, whichever comes first, unless earlier terminated in accordance with this Agreement. If a permanent city manager is not in place by December 15, 2023, this Agreement may be extended by City for up to three additional one (1) month terms upon identical terms.

Section 4 Consideration.

(a) In consideration of the services to be rendered by the Acting City Manager, the City shall pay the Acting City Manager eleven thousand two hundred fifty dollars (\$11,250) per month. 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 provided a vehicle owned by the City of Dillingham.

The vehicle may be used for business use within city limits.

2. Employee will receive compensation for holidays recognized and outlined in the City of Dillingham Personnel Policy Section 5.20.

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 city business outside of the City of Dillingham.

5. Employee shall not be entitled to health insurance.

6. Employee shall not be entitled to retirement benefits as provided to other City employees.

7. Leave – Employee will be credited with forty (40) hours of personal leave at the commencement of the term and will accumulate personal leave at the rate of 13.5 hours per month while employed as Acting City Manager. Any Employee absence from Dillingham for more than 9 calendar days is subject to prior approval of the City Council which shall not be unreasonably withheld. Employee must notify the Mayor, in writing, of any anticipated absence from Dillingham of less than 7 days.

Section 5 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 the balance of Employee's accrued annual leave if terminating this agreement without a permanent city manager having been hired and without cause prior to December 15, 2023 or the expiration of any extended term.

(b) Prior to any termination for cause, Employee shall be entitled to a hearing before the Council, at which she may be represented by counsel, present and cross-examine witnesses. Upon termination for cause, City shall not be responsible for making any payment of accrued annual leave.

(c) Employee may terminate this Agreement at any time by delivering to the City Clerk a five-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 6 Compliance with Law.

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

Section 7 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 8 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 9 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 Dillingham, Alaska this ____ day of _____, 2023.

CITY OF DILLINGHAM

ACTING CITY MANAGER AGREEMENT
June 29, 2023

BY: _____
ALICE RUBY, MAYOR

ATTEST

EMPLOYEE

Lori Goodell, City Clerk

BY: _____
KIMBERLY JOHNSON