

CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement"), effective as of November 18, 2025 ("Effective Date"), is between the City of Whittier, Alaska ("City") and Jackie C. Wilde ("Manager" or "Wilde").

RECITALS

WHEREAS, the City wishes to employ Wilde as City Manager and Wilde has agreed to serve the City in the capacity of City Manager, on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth in this Agreement, the City and Manager agree as follows:

Section 1. Duties of Manager.

A. Scope of Duties. Manager shall be employed by City as, and hold the title of, "City Manager" of the City of Whittier. Manager shall serve at the pleasure of, and report directly to, the Whittier City Council ("Council"). Manager shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska and the Whittier City Code, all as may be amended from time to time, and as established by the Council from time to time. Manager shall maintain residency in the City of Whittier during the entire term of this Agreement.

B. Confidentiality. Manager recognizes that she will receive and have access to information of a confidential nature. Manager agrees any confidential information obtained as a result of the City Manager position will be maintained as confidential to the extent authorized by law.

Section 2. Compensation and Benefits of Manager. A. Salary. Manager shall receive an annualized salary of ONE HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000) during the first year of the Agreement, with a ~~2.5 percent~~ **3.5 percent** increase for each successive year of this Agreement, payable in regular installments at the time other City employees are paid, or as otherwise agreed-upon between the parties in writing. All compensation paid to Manager shall be subject to required employment deductions, taxes, and contributions.

B. Annual Bonus. Manager shall receive a bonus of FIFTEEN THOUSAND DOLLARS (\$15,000) upon signing this agreement. Council shall consider whether to award additional annual bonuses based on the outcome of Manager's annual evaluation.

C. Exempt Status. Manager acknowledges that the position of Manager is exempt from the overtime requirements of state and federal wage and hour laws and as such, Manager is expected to work the hours necessary to accomplish the goals and requirements of the position.

D. Retirement Benefits. Manager shall be enrolled in the Alaska Public Employees Retirement System (PERS) during the term of this Agreement, so long as the City participates in the System.

E. Health and Welfare Benefits. Manager shall receive group medical and dental insurance coverage as provided to the employees of City, including coverage for family members, subject to the requirements of the applicable plan. **The City shall also provide Manager with the use of her current City-owned apartment as a housing benefit for the duration of this Agreement.**

F. Paid Leave. Beginning the Effective Date of this Agreement, Manager shall continue to accrue annual leave, in addition to any paid leave accrued prior to this Agreement, consistent with the leave schedule outlined in the Employee Handbook for 11+ years of service. Leave may be used as it accrues. **Upon execution of this Agreement, City shall deposit an additional one hundred eighty (180) hours of paid leave into Manager's leave bank.**

Manager shall give two weeks advanced notice, absent exigent circumstances, of planned absences longer than seven (7) calendar days. Upon employment separation, including expiration of this Agreement, Manager shall receive payment for all accrued unused leave at Manager's current rate of pay. Any payment of accrued unused paid leave shall be subject to all deductions, taxes and contributions required by law.

G. Travel, Meetings, and Professional Development Expenses. Manager shall receive reimbursement from City for reasonable lodging and meal expenses while travelling out-of-town for meetings or professional development in the interests of the City. This may be provided in the form of a per diem amount established by City Council resolution applicable to all City employees. City shall pay for professional dues and subscriptions of the Manager necessary for participation in national, regional, state, and local associations and organizations for the Manager's continued professional growth and advancement that also mutually benefit the City. City agrees to budget and pay for official travel and meetings to continue the professional development of Manager and to adequately pursue necessary official and other functions for the City, including, but not limited to, the annual conference of the AML, Alaska City Management Association and other such committees thereof on which Manager serves as a member, with City Council approval.

City also agrees to budget and to pay for the travel and per diem expenses of Manager for short courses, institutes and seminars that are necessary for her professional development and for the good of the City, as approved in advance by the City Council.

H. Evaluation. The City may conduct a performance evaluation of the City Manager at any time, upon reasonable notice to the Manager, consistent with City Code. Notwithstanding, the City shall conduct a performance evaluation, as soon as practicable, following the completion of twelve (12) months' service under this Agreement. Thereafter, the City Council shall conduct and present a formal discussion and performance evaluation of Manager's work annually prior to the adoption of the budget. This evaluation shall include written evaluation of Manager's performance over the previous review period, as well as an opportunity for both parties to discuss goals and objectives of the upcoming 12-month performance period.

Section 3. Term and Termination.

A. Term. The term of Manager's employment under this Agreement shall begin on the Effective Date, and unless extended in writing, or sooner terminated as provided herein, for ~~two (2)~~ **five (5)** years from such date. The City and Manager shall advise the other party of their intent to seek negotiation of a renewal or extension of this Agreement, no later than sixty (60) days before the expiration of this Agreement.

B. Termination. The Parties agree that the City's business can only succeed if the Employee and the City Council enjoy a working relationship based upon mutual respect, trust and positive attitudes. Accordingly, Manager serves at the pleasure of the City Council and is an "at will" employee of the City of Whittier. The City may terminate this Agreement for any reason or for no reason following a majority vote of the Council at a properly posted and duly authorized public meeting, and upon providing written notice to Manager. Said notice is not required to specify any reasons for the termination. Manager acknowledges that any action by the Council in connection with terminating Manager's employment under this Agreement is not subject to any administrative or grievance procedure, and Manager hereby waives the benefit of any right to notice, pre- or post-termination hearing or any other procedure that may now or hereafter apply to any such action by the Council or be available to other City employees.

C. Termination for Cause. Manager may be terminated "for cause," including but not necessarily limited to, the City's good faith and documented determination that Manager has:

(a) engaged in any form of dishonesty, criminal conduct, unethical conduct, or conduct involving moral turpitude connected with, or affecting her employment with the City;

(b) refused to comply with, or carry out, an appropriate action of the Council approved through a duly authorized vote or resolution;

(c) engaged in a material breach of her obligations under this Agreement;
or

(d) engaged in any act or omission that constitutes just cause for termination under the laws of the State of Alaska.

Termination for cause requires a majority vote of the Council at a properly posted and duly authorized public meeting, and upon providing written notice to Manager. Said notice must specify in detail the specific actions of Manager giving cause to terminate. Termination for cause will result in severance pay of one months' salary, the value of all accrued leave, and one calendar month following the month of termination of continued health insurance coverage, whether by COBRA premium payment or otherwise. Manager shall not be required to execute a waiver or release in order to receive this one-month severance payment.

D. Resignation. Manager shall provide City with written notice of her resignation no less than thirty (30) days prior to the effective date of her resignation. Manager will remain on site and in service for the notice period. At its option, the City may pay salary in lieu of service through the effective resignation date, but on no account shall Manager receive compensation in lieu of service for a period longer than thirty (30) days regardless of the length of notice provided by Manager. If Manager resigns without providing such notice, then Manager shall forfeit all benefits which Manager otherwise would have been entitled to receive upon resignation or expiration of this Agreement, including payment of unused accrued leave.

E. Severance. In the event the City terminates Manager's employment under this Agreement without cause before the expiration of this Agreement, City shall pay Manager a lump sum severance, equal to four (4) months' salary, less applicable deductions and withholding, in addition to the leave cashed out under Section 2(f) above. The City shall also continue to pay to maintain the same level of health and dental insurance premium contribution and health benefits for six (6) calendar months following the month of cancelation, whether by COBRA premium payment or otherwise.

Manager shall be required to execute and not revoke a general waiver and release of employment-related claims as a pre-condition of receiving such severance payment.

Section 4. Other Employment. It is recognized that Manager must devote a great deal of time outside normal office hours to do the business of the City. Normal work hours in a regular workweek hereunder shall be construed to mean Monday through Friday, an 8-hour period between 7:00 a.m. and 6:00 p.m. Manager shall not take nor undertake employment with any other person, entity or business, without prior approval of the City Council.

Section 5. Indemnification by City. The City shall indemnify, hold harmless and defend Manager against all claims and liability which may result from any claim, action or suit by person(s) based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by Manager in the course of performance of her official duties during the duration of her employment with City under this Agreement, provided, however, that City shall not be obliged to indemnify, hold harmless or defend Manager against any such claim that was caused by Manager while acting outside the course of performing her official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

Section 6. General Provisions.

A. Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Whittier, Alaska, and the venue for any legal proceedings thereon shall be the Superior Court for the State of Alaska, Third Judicial District.

B. This Agreement supersedes all prior oral or written agreements, if any, between Manager and City, and constitutes the entire agreement between Manager and City and approved by the Council. This Agreement may be amended only in writing signed by Manager and Mayor or City Council designee, with approval of City Council.

IN WITNESS WHEREOF the City of Whittier has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Jackie C. Wilde has signed and executed this Agreement for and on behalf of herself, both in duplicate, as of the day and year first above written.

Jackie C. Wilde

Victor Shen