

Date of Action: 8.24.15	
Approved <input checked="" type="checkbox"/>	Denied <input type="checkbox"/>
By: <i>Formit</i>	

*See attached amendments.*

**CITY COUNCIL ACTION MEMORANDUM**

**AM No. 15-32: Appointment of a new City Clerk.**

Originator: Mayor Bert L. Cottle  
 Date: 8/12/2015

Agenda of: 8/24/2015

Route to:	Department Head	Signature	Date
X	City Attorney	<i>[Signature]</i>	8/24/15
X	Finance Director	<i>[Signature]</i>	8-19-15
X	Deputy Administrator	<i>[Signature]</i>	8/24/15
X	City Clerk	<i>[Signature]</i>	8.18.15

Reviewed by Mayor Bert L. Cottle: *[Signature]* for Mayor Cottle

Fiscal Impact:  yes or  no

Funds Available:  yes or  no

Account name/number/amount:

Attachments: Draft Employment Agreement (2 pages)

**Summary Statement:** Current City Clerk, Kristie Smithers, will retire her position as City Clerk with the City of Wasilla on November 30, 2015.

On August 10, 2015, the Wasilla City Council conducted four interviews for the position of City Clerk and entered executive session to discuss the applicants. They directed Mayor Cottle to contact the successful applicant and negotiate the terms of employment.

On August 12, 2015, Jamie Newman, accepted the City Clerk's position.

During the August 24, 2015, regular City Council meeting, the City Council and Ms. Newman will enter into executive session to discuss her employment terms. A draft Employment Agreement is attached.

**Staff Recommendation:** Adopt AM No. 15-32.

**CITY OF WASILLA**  
**EMPLOYMENT AGREEMENT**  
**JAMIE NEWMAN**

**Whereas** the City of Wasilla, and Jamie Newman have agreed to terms in employment;  
and

**Whereas** this Employment Agreement is effective upon approval of the Wasilla City Council and the signing by both Jamie Newman and the Mayor of the City of Wasilla.

**Section 1. Employment.** The City of Wasilla agrees to employ Jamie Newman as City Clerk, and Jamie Newman agrees to serve as City Clerk for the City of Wasilla, beginning on \_\_\_\_\_.

**Section 2. Duties.** Jamie Newman shall perform the functions and duties as specified in A.S. 29.20.380 and the Wasilla Municipal Code, the City Clerk's position description and other provisions of applicable federal, state, local law and regulation. Jamie Newman shall carry out such other legally permissible and proper duties and functions as the City Council may assign from time to time.

**Section 3. Term.** Jamie Newman will continue in her position and agrees to remain in the employ of the city at the will of the City Council unless she or the City Council terminates this agreement as provided in Section 4.

**Section 4. Termination.** Either party to this agreement may terminate this agreement upon 60 days written notice to the other party.

If the City Council terminates this agreement, Jamie Newman is entitled to 60 days of notice or pay in lieu of notice and shall be entitled to her Paid Time Off (PTO) balance, if any, at the date of termination. Jamie Newman may be terminated without cause and without being provided a statement of reasons for the termination, and is not entitled to a hearing in connection with termination.

If Jamie Newman terminates this agreement on less than 60 days' notice, the City Clerk shall pay the City a sum equal to the amount of the City Clerk would have earned during the unexpired portion of the 60 days' notice period. Jamie Newman shall be entitled to her PTO balance, at the date of termination.

**Section 5. Evaluation.** Jamie Newman agrees to submit an annual review highlighting the accomplishments, goals, and needs of the Office of the City Clerk, to the City Council by July 1 of each calendar year.

**Section 6. Compensation.** The City of Wasilla agrees to pay Jamie Newman an annual base salary of \$\_\_\_\_\_ annually (Grade 25-xx), effective on \_\_\_\_\_. Thereafter, on July 1 of each calendar year, upon satisfactory review, Jamie Newman will receive a step increase as shown on the Non-Union Salary Pay Rates schedule, adopted annually by the City Council.

**Section 7. Other Benefits.** All provisions of City code, ordinances and regulations relating to Paid Time Off (PTO), retirement, holidays, other fringe benefits and working conditions of city employees shall apply to Jamie Newman' employment except that she will accumulate PTO at \_\_\_\_\_ hours per month. The City Council agrees to consider in the budget process adequate travel funds for Jamie Newman to attend the International Institute of Municipal Clerks and the Alaska Association of Municipal Clerks conferences on an annual basis.

**Section 8. Conflict Interests.** The position of City Clerk is a full-time position, and Jamie Newman will devote all of her time, attention, knowledge and skills to the interests of the City of Wasilla. Jamie Newman will not engage in other business activities which will conflict with her duties as City Clerk as provided in City Code, state and federal law and regulations without prior approval by the City Council.

**Section 9. Indemnification.** The City of Wasilla agrees to defend, save harmless and indemnify Jamie Newman, both during and after her employment, from any claims or lawsuits brought against her arising out of alleged actions performed by her in her capacity as City Clerk. In no event shall this indemnity provision apply to any actions which involve corruption, dishonesty or intentional infliction of personal injury, criminal acts or which constitute a conflict of interest under federal, state, local law and regulations.

**Section 10. Severability, Modification of Agreement.** This agreement constitutes the entire agreement between the parties and shall not be modified except in writing signed by both parties.

If any provision or portion of this agreement is held to be invalid or enforceable, such provision or portion shall be severable and the remainder of this agreement shall not be affected and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City of Wasilla has executed this agreement to be signed and executed in its behalf by its Mayor, approved by the City Council, and Jamie Newman has signed and executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF WASILLA

\_\_\_\_\_  
Bert L. Cottle, Mayor

\_\_\_\_\_  
Jamie Newman, MMC, City Clerk