



City Manager
334 Front Street
Ketchikan, AK 99901

Phone (907) 228-5603
Fax (907) 225-5075

TRANSMITTAL MEMORANDUM

TO: The Honorable Mayor and City Council

FROM: Lacey G. Simpson, Acting City Manager

DATE: August 1, 2022

RE: **Approving Employment Contract – City Manager/General Manager**

Per agenda item 7a(5), Approving Employment Contract – City Manager/General Manager, attached for City Council consideration is a replacement contract between the City and Delilah Walsh. The attached contract contains Ms. Walsh's signature as well as the referenced Exhibit A, Employee Move Authorization Request, which was unintentionally omitted from the contract included in the original agenda item.

EMPLOYMENT CONTRACT BETWEEN
THE CITY OF KETCHIKAN, ALASKA
AND
DELILAH WALSH

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the **CITY OF KETCHIKAN**, a home rule chartered municipality, and **DELILAH WALSH**.

WHEREAS, the City of Ketchikan, Alaska (hereinafter referred to as "the City") desires to employ the service of Delilah Walsh (hereinafter referred to as "the Employee") as City Manager of the City of Ketchikan, Alaska, pursuant to Article III of the Charter of the City of Ketchikan, Alaska, and Ketchikan Municipal Code, Chapter 2.08, and

WHEREAS, both the City and the Employee believe that a written employment contract is necessary to specifically describe their relationship, to serve as the basis of effective communication between them, and to describe the terms and conditions of employment,

NOW THEREFORE, the City and the Employee agree as follows:

1) Duties. The City hereby employs the Employee to perform such functions and duties of City Manager as assigned by the City Council of the City of Ketchikan, Alaska, and as specified in the Charter and ordinances of the City of Ketchikan. The Employee shall, under the direction of the City Council, have charge of the administration of the City government. The Employee agrees to remain in the exclusive employ of the City until her employment terminates and neither to accept other employment nor to become employed by any other employer until after said termination date and then, only in accordance with Chapter 2.05 of the Ketchikan Municipal Code. The term "employment" shall not be construed to include

occasional teaching, writing, consulting or military reserve service performed on employee's time off.

2) Term. The Employee is employed at the pleasure of the City Council and may be terminated at will by the Council at any time with or without hearing or other termination process.

3) Termination and Severance Pay. (a) Except as provided in (c) below, the City shall pay, through the regular payroll process, to the Employee a severance payment of twelve (12) weeks salary plus one week's salary for each year of employment under this agreement, not to exceed a total of twenty-six (26) weeks of salary, the employer's share of health insurance premiums under the City's Group Health Insurance plan as described in (6)(d) for the period during which severance payments are paid, plus accrued vacation hours determined on the date of termination, minus any applicable deductions, if the Employee is terminated by motion or resolution of the City Council or by Council action described in (b) below.

Provided, however, that if the City Council terminates the Employee primarily for any of the following reasons:

- i) The commission by the Employee of an act which, in the City Council's reasonable determination, constitutes a felony regardless of whether or not criminally convicted;
- ii) Substantial noncompliance with the City Charter, City Ordinances or the lawful and reasonable direction of the City Council;
- iii) Incompetency, which is defined as the inability or the unintentional or intentional failure to reasonably perform the City Manager's customary duties in a satisfactory

manner. Except for egregious acts, termination due to incompetency shall be based upon at least two consecutive employee evaluations, and shall include the development of, and the Employee's failure to complete to the satisfaction of the City Council, a professional improvement plan; or

iv) Failure to continue full time employment with the City of Ketchikan,

then the City shall have no obligation to make the severance payment described above except for payment of accrued vacation and further provided that the Employee will make reasonable efforts to find comparable employment or consulting work during the time she is receiving severance pay. The amount of severance payments made to the Employee will be reduced by an amount equal to any earnings from other employment or consulting work. Upon request, the Employee will produce documentation of her efforts to find comparable employment or consulting work.

(b) In the event the City reduces the total salary and other financial benefits of the Employee in a proportionately greater amount than an across-the-board reduction applied to other non-represented City general government employees, then the Employee may, at her option, be deemed terminated on the effective date of the reduction.

(c) In the event the Employee voluntarily resigns her position with the City, the Employee shall give the City two months' notice in advance, unless the parties otherwise agree. In said event, the City shall not be required to pay the described severance benefit, but shall pay accrued vacation.

4) Salary. The City agrees to pay the Employee for her services rendered pursuant

hereto an annual base salary of Two Hundred Fifteen Thousand Dollars (\$215,000.00). Salary shall be payable in installments at the same time as other employees of the City are paid. The City Council may increase the salary from time to time during the term of this Agreement.

5) Performance Evaluation. The City Council shall evaluate and assess in writing the performance of the Employee at least once a year during the term of this contract. This evaluation and assessment shall be reasonably related to the job description of the City Manager and the goals and objectives of the City Council for the year in question. The Mayor shall provide the Employee with a written summary statement of the findings of the Council and shall provide a reasonable opportunity for the Employee to discuss her evaluation with the City Council. The written summary shall include recommendations as to areas of improvement in all instances where the City Council deems performance to be unsatisfactory.

6) Vacation and Other Benefits. (a) Vacation. The Employee shall accrue vacation hours, based upon hours worked, according to the City's Personnel Policies for non-represented employees of City general government and any relevant amendments thereto. Upon commencing full time employment, Employee shall begin accruing vacation based upon an annual accrual of twenty (20) work days per year (1.66 days per month). Under no circumstances may the Employee accrue more than fifty (50) work days of vacation without the council's approval.

(b) Holidays and Sick Leave. The Employee shall have credited to her personal account such sick leave and shall be entitled to such holidays according to the City's Personnel

Policies for non-represented employees of City general government and any subsequent amendments thereto.

(c) Retirement. The City agrees to make all City-required payments/contributions to Employee's State of Alaska PERS Plan for such time as the City contributes toward such plan for non-represented employees of City general government. Employee agrees to pay all employee required contributions to said Plan.

(d) Health and Life Insurance. The City shall provide the Employee such group medical-dental-vision insurance and group life insurance in the same amounts and on the same terms and conditions as the City provides to non-represented employees of the city general government, and shall make such partial payment toward the premiums of such insurance as it does for non-represented employees of the City's general government. The City may change insurance, reduce the Employee's insurance coverage or reduce any premiums paid by the City towards the Employee's coverage provided that any such changes apply in general to other non-represented employees of the City's general government. The Employee shall pay all premiums in excess of the City's payment.

7) Expenses. (a) Automobile. The Employee shall have use of a City vehicle for take home purposes. The City shall be responsible for maintenance, insurance, and fuel for such vehicle.

(b) Business Expenses. The City shall pay or reimburse the Employee for reasonable business expenses to the extent budgeted and approved by the Council. Type text here

(c) Professional Expenses. The city shall pay or reimburse the Employee for reasonable professional dues and subscriptions and reasonable travel and other expenses for professional

meetings, seminars and other professional development activities to the extent budgeted and approved by the City Council. The City shall also pay 100% of the membership fee for the employee's membership in the International City Manager's Association.

8) Relocation Expenses. (a) Moving Expenses. The City agrees to pay actual reasonable moving and transportation expenses, not to exceed \$20,000.00, incurred by the Employee in moving her family and property from La Cruces, New Mexico to Ketchikan, Alaska in accordance with the Employee Move/Authorization Request form attached as Exhibit A to this agreement.

(b) Housing Advance. To assist Employee in obtaining suitable housing upon relocation to Ketchikan, the City will advance the amount of security deposit and prepaid rent required by the lease for such housing to Employee. Upon termination of that lease the Employee shall repay the City the amount advanced. Employee authorizes the City to withhold that amount from any sum payable to the Employee by the City or to recover such amounts by other legal means.

(c) Recovery by City. In the event Employee resigns or is terminated pursuant to (3)(i) through (iv), Employee authorizes the City to withhold all amounts due under paragraph (8)(a) calculated based on Paragraph 12 of Exhibit A from any sum payable to Employee by the City or to recover such amounts by other legal means.

9) Indemnification. The City agrees that it shall defend, hold harmless, and indemnify the Employee from any and all demands, claims, suits, actions and legal proceedings brought against the Employee in her individual capacity, or in her official capacity as agent and employee of the City, provided the demand, claim, suit, action or legal proceeding arises

from an incident occurring while the Employee was acting within the scope of her employment and excluding criminal litigation, claims for fraud and dishonesty, and administrative and disciplinary proceedings against the Employee. The City shall have the option, within its sole discretion, of hiring an outside attorney or providing legal representation through the City Attorney's Office and to settle or litigate the matter as it determines. In no case, will individual City Council members be considered personally liable for indemnifying the Employee against such demands, claims, suits, actions and legal proceedings.

10) Bonding. The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

11) Residency. The Employee shall reside within the City limits of the City of Ketchikan, Alaska.

12) Amendments. The City Council, after consultation and mutual agreement with the Employee, shall fix any such 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, the City of Ketchikan Charter or any other law.

13) Notices. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY

City of Ketchikan
334 Front Street
Ketchikan, Alaska 99901

EMPLOYEE Delilah Walsh
 334 Front Street
 Ketchikan, Alaska 99901

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

14) General Provisions.

- (a) The text herein shall constitute the entire Agreement between the parties.
- (b) This Agreement shall be binding upon and inure to the benefits of the heirs at law and executors of Employee.
- (c) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- (d) The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate Court sitting in the City of Ketchikan, First Judicial District, Alaska.
- (e) This Agreement may be executed in separate counterparts, each of which is part of a single contract. A party's transmission to the other by fax, email or other electronic means

of the transmitting party's signature on this Agreement shall be effective as an acceptance of this Agreement by the transmitting party, with the same force and effect as the delivery of an executed original.

15) Starting Date. Employee shall commence full-time employment with the City on October 1, 2022.

IN WITNESS WHEREOF, the City of Ketchikan has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, the day and year first above written.

Dave Kiffer, Mayor
City of Ketchikan
State of Alaska

ATTEST:

Kim Stanker
City Clerk



Delilah Walsh

EMPLOYEE MOVE AUTHORIZATION REQUEST
City of Ketchikan / Ketchikan Public Utilities, Alaska

PART I – FOR COMPLETION BY HIRING DEPARTMENT/DIVISION

Department: _____	Division: _____
Division Move/Travel Representative: _____	Ext: _____
New Employee Name: _____	Date: _____
New Employee Title: _____	
Date employee is scheduled to report: _____	
Reimbursement/payment of moving costs for this employee shall not exceed (amount) This includes all payments made directly to the employee as well as payments made on the behalf of the employee for this move.	\$ _____

PART II – FOR COMPLETION BY EMPLOYEE

Read and complete the following request for information including the **house hold cube sheet** (provided by moving company). This request initiates the moving process, which **must be authorized** by your department/division head prior to any move beginning. Please consult with your division move/travel representative if you have any questions. The employee pays for all move expenses unless stated otherwise in this Authorization Request. The amount of moving expenses that will be reimbursed is limited to the above-mentioned figure.

1. Move from: _____ (City/State)	To: Ketchikan, Alaska
2. Date you wish to start moving: _____ <ul style="list-style-type: none">This is the actual date the movers arrive to begin packing;Please submit this request at least three weeks (or as soon as possible) prior to your move date; andThe move must be completed within one (1) year of the effective date of employment.	
3. List below members of immediate family who will be moving with you. If any are also City of Ketchikan employees, please note the department/division where employed.	

PRINT NAME	RELATIONSHIP	AGE	TRAVEL DATE	MODE OF TRAVEL

4. TRANSPORTATION EXPENSES

- Airfare:** Coach class airfare (one-way only) for the employee, spouse, and his/her dependents.

Employee Initials _____

Department/Division Head Initials _____

HR Manager Initials _____

EMPLOYEE MOVE AUTHORIZATION REQUEST

City of Ketchikan / Ketchikan Public Utilities, Alaska

- **Mileage:** Will be paid for driving family-owned vehicles (limit two). Per diem will be paid for a single one-way trip. Airfare and/or per diem will not be paid for subsequent trips to transport vehicles.
- **Alaska Marine Highway System:** (State Ferry): when applicable, a ticket for all members of the family and each vehicle (limit two) for transportation on the State ferry system. Staterooms aboard the ferry systems will only be provided if length of voyage is at least twelve (12) hours or overnight.
- **Car Rental:** The cost of renting an appropriate vehicle for personal use before, during or after the move (for example, while a personal vehicle is being shipped) may be reimbursed by the City at the discretion of the appointing authority. Such reimbursement is limited to a maximum of fifteen (15) days total rental for all aspects of the move. The employee is responsible for insurance coverage (the City assumes no liability). All reimbursements are taxable compensation to the employee.

5. CONTACT NUMBERS

	Preferred Contact Number	Secondary Contact Number
Present Location:		
New Location:		
Spouse:		
Other:		

6. PRE-MOVE EXPENSES

- a) Do you request a house hunting trip to see residence quarters prior to the actual move?
☐ Yes ☐ No
- A pre-move house hunting trip will include payment for transportation and per diem for the employee and spouse prior to effective date of employment. No costs or per diem will be paid for other dependents on a pre-move house hunting trip.
 - The not-to-exceed fifteen-day per diem allowance (see item 8) will be reduced by the days used for a pre-move house hunting trip.
 - All amounts paid for the pre-move house hunting trip (including airfare) are taxable to the employee.
- b) Mode of travel: _____
- c) Planned dates of pre-move house hunting trip: _____
☐ Employee Only ☐ Employee and Spouse

7. PER DIEM

With respect to employee, per diem for meals is paid for a maximum of fifteen (15) days at the federal per diem rate or the rate established by the City Council for employee travel, whichever is less. With respect to employee's dependents, per diem for meals is paid for a maximum of fifteen (15) days at one-half (1/2) the federal per diem rate or one-half (1/2) the rate established by the City Council for employee travel, whichever is less. Lodging and housing reimbursements are based on actual costs.

Generally, advances for per diem are not authorized for new employees, including former employees returning to City service, and it is the policy to not issue advances. If you need an advance of per diem call your divisions move/travel representative before answering this question.

Employee Initials _____

Department/Division Head Initials _____

HR Manager Initials _____

EMPLOYEE MOVE AUTHORIZATION REQUEST

City of Ketchikan / Ketchikan Public Utilities, Alaska

Do you request an advance of per diem? (The advance will be limited to a maximum of 70% of the estimated amount of per diem.)

☐ Yes ☐ No

8. TEMPORARY HOUSING

Do you require temporary housing at your current location prior to the move to Ketchikan?

☐ Yes ☐ No How many days? _____

Do you require temporary housing upon reaching Ketchikan?

☐ Yes ☐ No How many days? _____

- Temporary housing at the current location prior to the move may be necessary, beginning with the date when the personal effects are packed.
- Temporary housing expense reimbursement is limited to a maximum of fifteen (15) days. The fifteen-day limit applies to premove househunting, time spent at the previous location after goods are moved, and time spent at new location before settled into new residence.
- Temporary housing expense reimbursement ends when the employee has obtained permanent housing or when the employee has reached the fifteen (15) day limit, whichever occurs first. Any long-term housing arrangement (which provides cooking facilities) qualifies as permanent housing. It is not limited to a house and would include an apartment, other rental lodging facility, as well as long-term quarters provided in a hotel that have cooking facilities to the employee and family.

9. EXPENSES FOR MOVING HOUSEHOLD GOODS & PERSONAL EFFECTS THAT MAY BE REIMBURSED

- Actual and necessary expenses charged by a commercial mover for packing, transporting, and unpacking up to fifteen thousand (15,000) pounds of household and personal effects.
- In-transit premium insurance up to three-hundred (\$300) for in-state moves and one-thousand (\$1,000) for out-of-state moves. However, if there is partial damage to the shipment, then the replacement value or repair of individual articles may be contested or depreciated by the vendor. If the full value replacement cost of an article or articles is of major concern, the employee is encouraged to buy additional insurance at their own expense.
- Cost of in-transit storage up to thirty (30) days.
- Up to two (2) vehicles may be shipped (or driven) which are **NOT** included in the 15,000 pounds. The weight of the vehicles shipped may not exceed 12,000 pounds. Vehicles may include automobiles or trucks.
- The cost of moving personal effects in excess of the allowable weight will be paid by the employee.

Employee Initials _____

Department/Division Head Initials _____

HR Manager Initials _____

EMPLOYEE MOVE AUTHORIZATION REQUEST

City of Ketchikan / Ketchikan Public Utilities, Alaska

- Reasonable and adequate competition must be solicited when acquiring commercial moving company services (if over \$5,000, a minimum of three (3) written quotes are required).
- The cost of renting a trailer or truck to move household effects and charges by a commercial company to tow house trailers containing the personal effects of an employee are allowable expenses, provided that the total cost of such a move is not in excess of the cost of moving 15,000 pounds of household effects by commercial carrier.
- Mileage for a personal vehicle for towing a house trailer or other trailer or driving a truck containing the household effects of an employee, provided that the total cost of the move is not in excess of the cost of moving 15,000 pounds of household effects by commercial carrier.
- Original receipts (for items which reimbursement is being requested) must be submitted with the final Moving Expense Reimbursement Form. This would include employee-paid moving company receipts, U-Haul rental receipts, etc.
- If you have a household pet to move, or other special items such as plants, antiques, collector's items, firearms, etc., you will need to make special arrangements. The cost of transporting pets or other special items is not reimbursable by the City/KPU.

10. NUMBER OF VEHICLES YOU PLAN TO MOVE _____

Make of Vehicle	Approximate Weight	Length	Width

11. **LODGING** for the employee will be paid based upon actual receipts. Do you require additional lodging reimbursement to accommodate additional family members?

☐ Yes ☐ No

If YES, please justify the additional rooms required for approval.

12. REIMBURSEMENT AGREEMENT

It is agreed that if the employee leaves the City/KPU service voluntarily or is dismissed from the City/KPU service within three (3) years after the date of employment, the undersigned will reimburse the City/KPU for all moving or related expenses paid by the City/KPU. The reimbursement will be prorated as follows:

Employee Initials _____

Department/Division Head Initials _____

HR Manager Initials _____

EMPLOYEE MOVE AUTHORIZATION REQUEST

City of Ketchikan / Ketchikan Public Utilities, Alaska

100%	If termination occurs before completing 12 months service
80%	If termination occurs after 12 months but before 18 months service
60%	If termination occurs after 18 months but before 24 months service
40%	If termination occurs after 24 months but before 30 months service
20%	If termination occurs after 30 months but before 36 months service
0%	If termination occurs after 36 months service

The applicant/employee hereby gives the City/KPU an express lien on all salaries, wages, and other sums payable to him/her by the City/KPU, for the purpose of securing all amounts due. The applicant/employee authorizes the City/KPU to withhold all amounts due under this agreement from any sum payable to the applicant/employee by the City/KPU or to recover such monies by other legal means. The applicant/employee understands they will be required to pay any attorney fees and expenses necessary to recover these funds.

Prior to the expiration of this three (3) year requirement, the City/KPU may begin recovery of the moving debt from the employee's payroll check once an employee's resignation has been rendered and accepted.

13. If you need to provide additional information concerning your move, please attach a memorandum. For example, if all of your household goods are not being shipped at the same time, this information would be included in the memorandum.
14. Complete the attached Moving Company Authorization/Assignment form **(If a moving company is being used)**.

I agree to abide by the conditions as stipulated in this document and the moving policies of the City of Ketchikan/Ketchikan Public Utilities under which I am being moved.

Employee Signature: _____ Date: _____

PART III – APPROVALS

I have reviewed this Employee Move Authorization Request and approve it as completed.

Human Resources Manager

Date

City/KPU General Manager

Date

Employee Initials

Department/Division Head Initials

HR Manager Initials

RETURN TO PAYROLL