

EMPLOYMENT MEMORANDUM OF UNDERSTANDING

THIS EMPLOYMENT MEMORANDUM OF UNDERSTANDING, made and entered into this 2nd day of April, 2019, by and between the **City of Valdez**, a municipal corporation, hereinafter called "Employer", as party of the first part, and **Roxanne Murphy**, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer has employed Employee as Assistant City Manager of the City of Valdez; and

WHEREAS, Employee was appointed by City Council to serve as the Interim City Manager of the City of Valdez beginning March 25, 2019.

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

Section 1. Terms of Agreement

Employee shall continue to serve as Interim City Manager until one week after City Council appoints a permanent City Manager.

While serving as Interim City Manager, Employee shall have full authority of City Manager, and shall perform the functions and duties in Chapter 2.08 of Valdez Municipal Code.

Employee's employment shall not be terminated while serving as Interim City Manager and employee's probationary period with the City as Assistant City Manager shall continue to accrue without interruption for the duration of this agreement.

If either the Employee or Employer finds in their sole discretion that the Employee's service as Interim City Manager is not in the best interest of the City, Employee will return to her position as Assistant City Manager with time served as Interim City Manager applied toward employee's probationary period with the city.

Section 2. Salary / Leave

Employee's current salary is Range 33 Step A. Employee's next merit increase date is October 3, 2019.

While serving as Interim City Manager, Employee's salary shall increase to Range 33 Step E. This increase shall be effective March 25, 2019. Salary difference between the effective date of March 25, 2019 and the date of this Agreement shall be retroactively paid to the Employee in a lump sum in her next paycheck.

Employee's salary increase will be terminated one week after City Council appoints a permanent City Manager, or when Employee returns to her position as Assistant City Manager, whichever occurs first. At that time, Employee's salary will return to Range 33 Step A.

All other terms of Employment, including Employee's annual leave accrual, benefits and probationary status shall remain the same.

IN WITNESS WHEREOF, the City of Valdez 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, both in duplicate, the day and year first above written.

Employee

Authorized City of Valdez, Alaska,

Roxanne Murphy

Jeremy O'Neil, Mayor

Date

Date

Attested:

Sheri L. Pierce, MMC, City Clerk

Approved as to Form:
Brena, Bell & Clarkson, P.C.

Jon S. Wakeland

Date