

**CITY CLERK EMPLOYMENT  
AGREEMENT**

THIS EMPLOYMENT AGREEMENT, ("Agreement") made and entered into as of the 6<sup>th</sup> day of February, 2024, by and between the **City of Valdez**, a municipal corporation, hereinafter called "Employer", and **Sheri Pierce**, hereinafter called "Employee", both of whom understand as follows:

**WITNESSETH:**

**WHEREAS**, Employer, has employed Employee as City Clerk of the City of Valdez, as provided by Section 2.1(b) of the Valdez City Charter; and

**WHEREAS**, Employee has accepted employment as City Clerk.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, Employer and Employee agree as follows:

**Section 1. Duties**

Employer has employed Employee as City Clerk of Valdez to perform the functions and duties specified in Section 5.4 of the Valdez City Charter and Section 2.12.020 of the Valdez Municipal Code, as hereinafter amended, and to perform other legally permissible duties and functions as the City Council shall from time-to-time assign.

**Section 2. Term**

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, for any or no reason, subject only to the provisions set forth in Section 5, paragraph A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from Employee's position with Employer.

**Section 3. Salary/ Leave/Vehicle Allowance**

A. Employee's salary shall be \$159,806.00 per year based on a 40-hour work week. Employee shall receive a cost of living (COLA) adjustment equal to that which is appropriated to city employees by the City Council in the City of Valdez budget. Employee's annual leave shall be set at 39 days per year unless otherwise changed by the City Council. Eight (8) hours of flexible time per month shall be granted which shall not be cumulative and must be used within 30 days following the first day of the month. Flexible time shall have no cash value. Accrued personal leave hours shall not exceed 800 hours.

B. Longevity Step. Employee is eligible to receive an annual lump sum longevity award of 1.5% of annual base salary to be paid to Employee upon completion of a satisfactory annual evaluation.

C. Employee shall have a vehicle allowance of Five Hundred Dollars (\$500) per month.

D. Employee's performance shall be considered as executive status regarding all other forms of benefits or compensation so afforded other upper management executive positions of the employer.

#### **Section 4. Evaluation.**

Employee shall be evaluated by the City Council in January of each year.

#### **Section 5. Termination and Severance Pay**

A. In the event Employee is terminated by the City Council, or in the event the City Council accepts a mutually agreed upon resignation from Employee, then in that event, Employer agrees to pay Employee a lump sum cash payment equal to 6 months aggregate salary plus benefits that would have been paid to Employee during that 6-month period. Benefits include annual salary, annual leave, retirement contributions and health insurance. However, if dismissal of Employee involves extenuating circumstances, including but not limited to illegal acts, egregious or grossly negligent acts or omissions, or dishonesty, Employee shall not be entitled to severance pay.

B. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, Employee may, at Employee's option, be deemed to be "terminated" at the date of such reduction and shall be entitled to the herein severance pay provision.

**IN WITNESS WHEREOF**, the City of Valdez has caused this Agreement to be signed and executed in its behalf by its Mayor, representing the will of the City Council, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**CITY OF VALDEZ, ALASKA**

\_\_\_\_\_  
Sharon Scheidt, Mayor

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Elise Sorum-Birk, Deputy City Clerk

DATE: \_\_\_\_\_

**EMPLOYEE**

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

DATE: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Jake Staser  
Brena, Bell & Walker, P.C.  
City Attorney

DATE: \_\_\_\_\_