CITY OF UNALASKA UNALASKA, ALASKA

RESOLUTION 2017-60

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF UNALASKA AND NANCY M PETERSON APPOINTING NANCY M PETERSON TO SERVE AS INTERIM CITY MANAGER

WHEREAS, the City Code of the City of Unalaska empowers the Council of the City to appoint and remove the Manager; and

WHEREAS, the City is in need of the services of an Interim City Manager; and

WHEREAS, the Council of the City of Unalaska desires to retain the services of Nancy M. Peterson as its Interim City Manager upon the terms set forth in the attached agreement; and

WHEREAS, Nancy M. Peterson desires to serve as Interim City Manager of the City of Unalaska upon the terms set forth in the attached agreement;

NOW, THEREFORE, BE IT RESOLVED THAT THE UNALASKA CITY COUNCIL authorizes the Mayor to sign an agreement between the City of Unalaska and Nancy M. Peterson appointing Nancy M. Peterson to serve as Interim City Manager.

PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE UNALASKA CITY COUNCIL THIS 26^{TH} DAY OF SEPTEMBER 2017.

MAYOR

ATTEST:

CITY CLERK

Mayor Frank Kelty and Unalaska City Council Members City of Unalaska Box 610 Unalaska, AK 99685

Dear Mayor Kelty and members of the Unalaska City Council:

Thank you for the opportunity to submit my application for the position of Interim City Manager for the City of Unalaska. I retired in 2014 after more than 30 years of service in a variety of municipal management positions in Alaska and Washington. While I am thoroughly enjoying retirement, I do miss the camaraderie of working with people and the fulfillment that comes from accomplishing goals and tasks on behalf of an organization.

As you can see from my attached resume', I served as the Interim City Manager for the City of Valdez for seven months in 2005. I understand the responsibilities and recognize the decision-making nuances that are required of this position – what actions need to go to Council, what decisions/actions should wait for the new City Manager and what the Interim City Manager needs to take action on immediately.

During my tenure as Interim City Manager in Valdez, I played the lead role in organizing the recruitment and interview process for the City Council to select a new City Manager. The Manager selected through this process was a great fit for Valdez and served in the position for 10 years.

I have a great understanding of the organizational structure, policies and systems within the City of Unalaska from my 7 years of service as Public Works Director. I know a majority of the Department Directors and have a good rapport with them, as well as many of the City employees. I also have followed many of the issues and projects over the years since I left Unalaska and am familiar with the background, contractors and the people involved. I'm confident that my "learning curve" to get back in to the City's routine would be short!

I believe that my municipal management experience and the skills that I developed in budgeting, policy development, personnel recruitment, long range planning and capital facility maintenance/construction will enable me to provide excellent professional support to the Department Directors and the City Council. I know and love the community of Unalaska. If I am selected to serve as the Interim City Manager, I assure you my decisions would truly be based on what is in the best interest of the community!

Sincerely,

Nancy M. Peterson

P.O. Box 910

Ione, WA 99139

nancyunalaska@hotmail.com

(509) 690-0718

NANCY M. PETERSON Box 910, Ione, WA 99139 (509) 690-0718 / nancyunalaska@hotmail.com

Eastern Washington University - Bachelor of Arts degree in Parks and Recreation Administration (1979)

City of Spokane Department of Parks and Recreation – Therapeutic Recreation Supervisor (1979-1984)

• Responsible for the planning, development and implementation of recreation programs for individuals with developmental and physical disabilities.

Alaska Special Olympics - Program and Training Director (1984-1988)

• Responsible for planning, developing and implementing a statewide program of sports training and competition for individuals with developmental disabilities. Responsible for coach recruitment and training and community organization and support.

City of Valdez, Alaska – Parks and Recreation Director (1988-1998)

• Responsible for the overall management and administration of the Parks and Recreation Department. Duties included Program development and implementation; budgeting for operations, maintenance and capital projects; personnel recruitment, training and supervision; policy development; long range planning, goal setting and reporting; and communications with the public and the City Council.

City of Valdez, Alaska - Parks, Recreation and Port Director (1998-2000)

 Responsible for the overall management and administration of the Parks and Recreation Department and the Port and Harbor Departments. Duties included Program development and implementation; budgeting for operations, maintenance and capital projects; personnel recruitment, training and supervision; policy development; long range planning, goal setting and reporting; and communications with the public and the City Council.

City of Valdez, Alaska – Assistant City Manager (2000-2007)

• Continued to serve as the Department Director for the Parks and Recreation Department and Port and Harbor Department as well as taking on the role of the Personnel Director for the City. Re-organizations were completed within the Parks and Recreation and Port and Harbor Department to create Senior Manager positions to take over the day to day operations of the Departments. In 2005, additional restructuring occurred to enable the departments to return to "stand-alone" departments with Directors hired for Parks and Recreation and the Port/Harbor. My duties as Assistant City Manager shifted to Capital projects, Personnel, Grant administration and the Harbor Expansion.

City of Valdez, Alaska – Interim City Manager (February-August 2005)

• Served as City Manager for 7 months and assisted the City Council in the search process to select a new City Manager.

City of Unalaska, Alaska – Public Works Director (2007-2014)

• Responsible for the overall management and administration of the Public Works Department. Duties included city-wide Capital project development and management; budgeting for operations, maintenance and capital infrastructure for Engineering, Streets/Roads, Vehicle Maintenance, Facility Maintenance and Supply/Inventory Divisions; personnel recruitment, training and supervision; policy development; long

range planning, goal setting and reporting; and communications with the public and the City Council.

Bill Walker for Governor of Alaska Campaign – Campaign Manager (2014)

• Responsible for community organization, volunteer recruitment, fundraising, event planning, coordination and development, and the management of the campaign office for the Walker for Governor Campaign in 2014.

REFERENCES:

Donna and Bill Walker, Former Attorneys for the City of Valdez (phone # provided upon request) (Letter included)

AB Rankin, Retired Treasurer, City of Unalaska (Letter included)

Lisa VonBargen, Wrangell City Manager (Letter included)

Chris Hladick, Former Unalaska City Manager (Mr. Hladick was moose hunting and unable to provide a letter, but has said he would be happy to talk via telephone)

19 September 2017

AB Rankin P. O. Box 148 Unalaska, AK 99685-0148

To Whom it May Concern:

It has been a great honor to me to be asked by Ms. Nancy Peterson to write a letter of recommendation for her for the position of interim City Manager. As you may remember, I worked with Nancy while she was the Director of Public Works and often times she served as the Acting City Manager.

In my opinion you will not be able to find a more uniquely qualified candidate. Nancy is well acquainted with our local government and community and she likes it here. Nancy has great initiative, is very organized, and a superb time manager as evidenced by all of the capital projects she managed while supervising the Department of Public Works.

Nancy is also a good communicator, she is respectful as well as respected. Other words I would use to describe Nancy's work ethic are enthusiastic, resourceful and confident, and a delegator who expects high standards from those who serve under her. She is honest and fair.

I hope you will seriously offer Nancy Peterson the position of interim City Manager. She is the best by far candidate you can find given her immense qualifications and great personality.

Regards,

AB Rankin

Bill and Donna Walker 2234 Kissee Court Anchorage, Alaska 99517

September 18, 2017

Mayor Frank Kelty and Council Members City of Unalaska P.O. Box 610 Unalaska, Alaska 99685

Dear Mayor Kelty and Council Members:

It is our privilege to write this letter of recommendation for Nancy Peterson for the position of Interim City Manager for Unalaska.

Donna first worked with Nancy Peterson in the 1980s when Nancy served as Program Director for Alaska Special Olympics and Donna was a board member. When Nancy move to Valdez in 1988 to become the Parks and Recreation Director, as the Valdez city attorneys, we both worked extensively with Nancy through the years in her various executive roles. Her extraordinary management and interpersonal skills led to her moving up the ranks to Port Director, Assistant City Manager and Interim City Manager.

In all of these roles, Nancy's work ethic, leadership, professionalism, dedication to the mission and ability to engage all stakeholders to build consensus contributed to her success as an administrator. Because of these attributes, upon her retirement, Bill asked Nancy to serve as campaign manager for his 2014 gubernatorial bid. This was an entirely new mission for Nancy which required mobilizing volunteers and organizing events and campaign activities statewide, developing and implementing campaign strategies, fundraising, and day-to-day management of campaign operations. Once again, Nancy excelled in her efforts that resulted in a successful outcome.

We are well aware that Nancy has a proven record in Unalaska and is recognized around the state for her exemplary service to municipal government as was evidenced by her receiving the 2013 Public Employee of the Year Award. We give Nancy our highest recommendation as she seeks to serve Unalaska during this period of transition. Do not hesitate to contact us if we may be of further assistance.

Jonna Walker



CITY AND BOROUGH OF WRANGELL

INCORPORATED MAY 30, 2008

Office of the Borough Manager

P.O. Box 531 907-874-2381 Wrangell, AK 99929 907-874-3952

September 19, 2017

City of Unalaska Mr. Frank Kelty, Mayor PO Box 610 Unalaska, AK 99685

Dear Mayor Kelty:

It is my privilege to write this letter in support of Nancy Peterson being considered for the position of Interim City Manager. Although her career in Valdez started well before this, I worked directly with Ms. Peterson in Valdez from 2001-2008, during which time she served concurrently as the Parks & Recreation Director, Ports & Harbor Director and Assistant City Manager. To say Nancy is "Superwoman" is an understatement. Her ability to manage multiple programs, projects and staff across the full spectrum of local government departments is second to none. In addition to her workload she always found time to be a mentor to co-workers and staff – something for which I will always be personally grateful.

Nancy's time in Unalaska as Public Works Director was so successful she was named *Public Employee of the Year* by the Alaska Municipal League. Given her tenure and knowledge of the community I can think of no better candidate for the position of Interim City Manager.

Ms. Peterson went on to fill the role of Manager for Governor Bill Walker's campaign. She is extremely knowledgeable of Alaska politics and how to navigate through them on behalf of a municipality.

My experience in city management transition is that the employee team needs a sense of calm and clear direction from someone who understands the community. It strengthens the organization and readies it for the change that comes with a new leader. Nancy will excel at this. I wholeheartedly encourage you to make her the Interim City Manager. It will be one of the best decisions you make during this transition.

I am happily available by phone at 907-831-1578 to speak more about Ms. Peterson's suitability for this position.

Sincerely,

Lisa Von Bargen Borough Manager

AGREEMENT

INTERIM CITY MANAGER

THIS AGREEMENT is between the City of Unalaska, a municipal corporation of the State of Alaska, acting through its City Council, hereinafter referred to as "City", and **Nancy M. Peterson** hereinafter referred to as "Interim City Manager" or "Employee".

WHEREAS, the City Code of the City of Unalaska empowers the Council of the City to appoint and remove the Manager; and

WHEREAS, the City is in need of the services of an Interim City Manager; and

WHEREAS, the Council of the City of Unalaska desires to retain the services of Nancy M. Peterson as its Interim City Manager upon the terms set forth herein; and

WHEREAS, Nancy M. Peterson desires to serve as Interim City Manager of the City of Unalaska upon the terms set forth herein.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1 Appointment.

- (a) The City Council of the City of Unalaska, Alaska appoints Nancy M. Peterson as Interim City Manager of the City of Unalaska, subject to terms and conditions set forth herein. Employee is a temporary at-will Employee who serves at the pleasure of the City Council.
- (b) Employee shall perform all duties and functions assigned to the Employee by law or ordinance and such other duties and functions as the City Council shall from time to time prescribe including, but not limited to, providing assistance in the recruitment of a permanent City Manager and providing transitional assistance to the permanent City Manager for up to ten days after the permanent City Manager starts working in Unalaska.

(c) The parties understand and agree the position of Interim City Manager is an executive position which routinely involves work in excess of eight (8) hours per day and forty (40) hours per week, and is intended to be exempt from the overtime compensation provisions of the Fair Labor Standards Act ("FLSA").

Section 2 Hours of Accessibility.

The Interim City Manager shall make themselves available and be present in the City of Unalaska's city offices, or other city facilities, during normal business hours Monday through Friday of each week, excluding holidays. The Interim Manager shall be accessible to the Mayor, City Council Members and City Department Heads via telephone on a 24 hour basis, seven days per week. The Mayor and Interim Manager, if necessary, may mutually agree to some flexibility in this schedule to accommodate the needs of both the Interim Manager and the City.

Section 3 Term.

This agreement shall commence October 16, 2017 and shall terminate on the earlier of January 16, 2017 or at such time as a permanent city manager has been on the job in Unalaska for ten days whichever comes first unless earlier terminated in accordance with this Agreement.

Section 4 Consideration.

- (a) In consideration of the services to be rendered by the Interim City Manager, the City shall pay the Interim City Manager three thousand dollars (\$3000.00) per week. This salary shall be paid with the City's regular semi-monthly payroll.
 - (b) In addition to the compensation in subsection (a) above:
- 1. Employee will be credited with forty (40) hours of personal leave at the commencement of the term and will accumulate additional personal leave at the rate of 13.5 hours per month while employed as Interim City Manager. The Interim Manager will be allowed to take leave from 12/18/17-12/28/2017.
 - 2. Employee will receive compensation for holidays recognized and outlined

in the City of Unalaska Personnel Policy, Title III.

- 3. Employee will be issued a cellular phone which is to be used for the conduct of city business 7 days per week.
- 4. Employee will be afforded the same travel and per diem privileges as provided to all city Employees and elected officials when conducting business outside of the City of Unalaska.
- 5. Employee shall not be entitled to health insurance and retirement benefits as provided to other City employees.
- 6. City shall provide one round trip ticket from the nearest location to the individual (NEAREST LOCATION TO INDIVIDUAL) to Unalaska plus excess baggage costs incurred in Employee relocating to Unalaska and returning to from the nearest location to the individual.
- 7. City shall provide three (3) additional round trip tickets from from the nearest location to the individual to Unalaska to be used by Employee or their spouse. Employee is responsible for arranging for travel arrangements using these tickets.

Section 5 Housing.

The City of Unalaska shall provide Employee with suitable housing which includes all utilities, cable TV, and Internet.

Section 6 Termination of Agreement.

- (a) The City Council may terminate the Employee at any time, for any reason or for no reason, by delivering to the Employee written notice of termination. Said notice is not required to specify any reasons for the termination. City shall be responsible to pay Employee for the balance of the Employee's accrued annual leave as of the date of termination.
- (b) Prior to any termination for cause, Employee shall be entitled to a hearing before the Council, at which he may be represented by counsel, present and cross-examine witnesses. Upon termination for cause, City shall not be responsible for making any payment of

the balance of the Employee's accrued annual leave to the date of termination.

(c) Employee may terminate this Agreement at any time by delivering to the City Clerk a ten (10) day notice of intent to terminate. If Employee terminates this Agreement Employee shall not be entitled to payment for the balance of the Employee's accrued annual leave as of the date of termination.

Section 7 Compliance with Law.

The Interim City Manager shall comply with the provisions of the City Code of the City of Unalaska, formal actions of the City Council, and any other applicable laws.

Section 8 Indemnification.

City shall defend and save harmless Employee from and against losses, damages, liabilities, expenses, claims and demands arising out of any act or omission of Employee while acting within the scope of Employee's duties under this agreement.

Section 9 Entire Agreement.

The text of this Agreement constitutes the entire agreement between the parties. Any representations, statement, promises or understandings not contained herein shall be of no continued force, effect of validity.

Section 10 Severability.

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force except as to such invalid provision.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Unalaska, Alaska this 26th day of <u>rustimal</u> 2017.

CITY OF UNALASKA

FRANK V. KELTY, MAYOR

BY:____

ATTEST

EMPLOYEE

Catherine Hazen, City Clerk

NANCY M. PETERSON



CITY OF UNALASKA

BY: FRANK V. KELTV. MAKOR

EMPLOYEE

ATTEST

Catherine Hazen, City Clerk

NANCY M. PETERSON