

**Mayor**  
*Kristin Smith*

**Council Members**  
*Debra Adams*  
*Aaron Hansen*  
*Kasey Kinsman*  
*Michael Mickelson*  
*Wendy Ranney*  
*Cathy Sherman*  
*David Zastrow*

**City Manager**  
*Samantha Greenwood*

**City Clerk**  
*Susan Bourgeois*

**Deputy City Clerk**  
*Colette Gilmour*

**Special City Council Meeting**  
**April 30, 2025, immediately following**  
**the 6pm City Council Work Session**  
**Cordova Center Community Rooms**  
**Agenda**

**A. Call to order**

**B. Roll call**

Mayor Kristin Smith, Council members Debra Adams, Aaron Hansen, Kasey Kinsman, Michael Mickelson, Wendy Ranney, Cathy Sherman, and David Zastrow

**C. Approval of agenda**..... (voice vote)

**D. Disclosures of Conflicts of Interest and Ex Parte Communications**

- conflicts as defined in 3.10.010 [https://library.municode.com/ak/cordova/codes/code\\_of\\_ordinances](https://library.municode.com/ak/cordova/codes/code_of_ordinances) should be declared, then Mayor rules on whether member should be recused, Council can overrule
- ex parte should be declared here, the content of the ex parte should be explained when the item comes before Council, ex parte does not recuse a member, it is required that ex parte is declared and explained

**E. Communications by and petitions from visitors**

**1. Audience Comments regarding agenda items**..... (3 minutes per speaker)

**F. New Business**

**2. Resolution 04-25-10**..... (voice vote)(page 1)

A resolution of the Council of the City of Cordova, Alaska agreeing to enter into a cooperative participation agreement (hereinafter the "agreement") with other Alaska municipalities, school districts, and regional education attendance areas and to assume the duties and responsibilities as described in the agreement. A copy of the agreement, which may be amended from time to time, is attached hereto and incorporated by reference.

**3. Resolution 04-25-11**..... (voice vote)(page 22)

A resolution of the Council of the City of Cordova, Alaska authorizing specific officers of the City of Cordova as signers of city checks, vouchers, notes, and other documents

**4. Council approval of Restated Employment Agreement with**..... (roll call vote)(page 24)

City Clerk **Susan Bourgeois** (may be discussed in executive session)

**G. Audience participation**

**H. Executive Session**

**5. Council discussion of City Clerk's contract a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the City**

**6. Council discussion with City Manager regarding land sale negotiation with Diana Riedel a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the City**

City Council is permitted to enter into an executive session if an explicit motion is made to do so calling out the subject to be discussed and if that subject falls into one of the 4 categories noted below. Therefore, even if specific agenda items are not listed under the Executive Session header on the agenda, any item on the agenda may trigger discussion on that item that is appropriate for or legally requires an executive session. In the event executive session is appropriate or required, Council may make a motion to enter executive session right during debate on that agenda item or could move to do so later in the meeting.

**I. Adjournment**

**Executive Sessions per Cordova Municipal Code 3.14.030**

- **subjects which may be considered are:** (1) matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) matters which by law, municipal charter or code are required to be confidential; (4) matters involving consideration of governmental records that by law are not subject to public disclosure.
- **subjects may not be considered in the executive session except those mentioned in the motion calling for the executive session, unless they are auxiliary to the main question**
- **action may not be taken in an executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations**

if you have a disability that makes it difficult to attend city-sponsored functions, contact 907-424-6200 for assistance.  
full City Council agendas and packets available online at [www.cityofcordova.net](http://www.cityofcordova.net)





**AGENDA ITEM 2**  
**City Council Meeting Date: 4/30/25**  
**CITY COUNCIL COMMUNICATION FORM**

---

**FROM:** Samantha Greenwood, City Manager  
**DATE:** 4/23/25  
**ITEM:** Resolution 04-25-10 agreeing to a new insurance group  
**NEXT STEP:** Council approval of Resolution

---

☐ ORDINANCE  
☐ MOTION

☒ RESOLUTION  
☐ INFORMATION

---

**I. REQUEST OR ISSUE:** Approving the City's participation in the newly created liability insurance organization, Alaska Public Risk Alliance (APRA).

**II. RECOMMENDED ACTION / NEXT STEP:** I move to approve Resolution 04-25-10, voice vote for approval of resolution.

**III. BACKGROUND:** A larger/broader risk pool helps stabilize premiums and decrease insurance costs. A wider group of insured individuals allows insurance companies to estimate potential losses accurately, set premiums more fairly, and manage funds efficiently. This also helps spread the cost of claims across more insured entities, making coverage more affordable for everyone.

The members of the Alaska Municipal League Joint Insurance Association (AMLJIA) and Alaska Public Entity Insurance (APEI) voted to merge their two organizations, effective on or about July 1, 2025, to form the Alaska Public Risk Alliance (APRA), a nonprofit corporation in the State of Alaska, and establish a Joint Insurance Arrangement for eligible municipalities and their public corporations, city and borough school districts, and regional education attendance areas in the State of Alaska.

**IV. FISCAL IMPACTS:** The goal is that a larger insurance pool will reduce the cost of liability insurance.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 04-25-10**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AGREEING TO ENTER INTO A COOPERATIVE PARTICIPATION AGREEMENT (HEREINAFTER THE "AGREEMENT") WITH OTHER ALASKA MUNICIPALITIES, SCHOOL DISTRICTS, AND REGIONAL EDUCATION ATTENDANCE AREAS AND TO ASSUME THE DUTIES AND RESPONSIBILITIES AS DESCRIBED IN THE AGREEMENT. A COPY OF THE AGREEMENT, WHICH MAY BE AMENDED FROM TIME TO TIME, IS ATTACHED HERETO AND INCORPORATED BY REFERENCE.**

**WHEREAS**, the City of Cordova has been a member of Alaska Public Entity Insurance (APEI) for the purpose of pooling self-insured losses and administrative services, and jointly purchasing excess insurance, reinsurance, or other loss funding mechanisms through a Joint Insurance Arrangement; and

**WHEREAS**, the members of the Alaska Municipal League Joint Insurance Association (AMLJIA) and Alaska Public Entity Insurance (APEI) have voted to merge these organizations, effective on or about July 1, 2025, to form the Alaska Public Risk Alliance (APRA), a nonprofit corporation in the State of Alaska, and establish a Joint Insurance Arrangement for eligible municipalities and their public corporations, city and borough school districts, and regional education attendance areas in the State of Alaska; and

**WHEREAS**, it is in the best interest of the City to participate in the Joint Insurance Arrangement established by APRA.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Cordova agrees to enter into a Cooperative Participation Agreement (hereinafter the "Agreement") with other Alaska municipalities, school districts, and regional education attendance areas and to assume the duties and responsibilities as described in the Agreement. A copy of the Agreement, which may be amended from time to time, is attached hereto and incorporated by reference.

**PASSED AND APPROVED THIS 30<sup>th</sup> DAY OF APRIL 2025**

\_\_\_\_\_  
Kristin Smith, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk



# **COOPERATIVE PARTICIPATION AGREEMENT**

**July 1, 2025**

## Table of Contents

Preamble .....	1
1. Definitions .....	1
2. Purposes.....	2
3. Parties to Agreement .....	2
4. Term of Agreement .....	3
5. Powers of the Alliance .....	3
6. Establishment and Administration of the Joint Insurance Fund.....	3
7. Board of Directors .....	3
8. Powers of the Board of Directors .....	4
9. Coverage Provided .....	4
10. Claim Reserves and Capital .....	4
11. Accounts and Records.....	4
12. Responsibility for Funds.....	5
13. Method of Apportioning Costs.....	5
14. Additional Contributions .....	6
15. Establishing and Promoting an Aggressive Risk Management Program.....	6
16. Members' Responsibilities.....	6
17. Member Payments .....	7
18. New Members .....	7
19. Member Withdrawal .....	7
20. Claims Administration and Payment of Losses .....	8
21. Coverage Determination and Appeal.....	9
22. Exhaustion of Policy Limits .....	9
23. Liabilities of the Alliance .....	9
24. Member Liability .....	10
25. Termination and Dissolution .....	10
26. Merger or Consolidation .....	10
27. Notices .....	11
28. Amendment .....	11
29. Prohibition Against Assignment.....	11
30. Agreement Complete.....	11
31. Governing Law.....	11
32. Construction of Contract .....	11
33. Severability .....	11
34. Conformity to Statute .....	12
35. Signatures.....	12

## COOPERATIVE PARTICIPATION AGREEMENT

### Preamble

THIS AGREEMENT is made and entered into in the State of Alaska by and among those municipalities and their public corporations, city and borough school districts, and regional education attendance areas organized and existing under the Constitution or laws of the State of Alaska, which have signed this Agreement. Parties signing this Agreement are collectively referred to in this Agreement as “Members” and individually as “Member.”

WHEREAS, AS 21.76.010 provides that two or more local governmental entities may enter into Cooperative Agreements for the purpose of establishing joint insurance arrangements; and

WHEREAS, each of the parties to this Agreement desires to join with the other parties to form a Joint Insurance Arrangement (JIA) for the purpose of pooling self-insured losses and administrative services, and jointly purchasing excess insurance, reinsurance, or other loss funding mechanisms; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, the parties hereto agree as follows:

### 1. Definitions

The following definitions will apply to the provisions of the Agreement:

- **“Administrator”** means the person appointed by the Board of Directors, or as otherwise provided in the Bylaws, to serve as chief executive officer of the Alliance.
- **“Alliance”** means Alaska Public Risk Alliance, a joint insurance arrangement and a nonprofit corporation organized under the laws of the State of Alaska.
- **“Board of Directors”** or “Board” means the governing body of the Alliance.
- **“Bylaws”** means those bylaws of the Alliance that are adopted by the Alliance’s Board of Directors, and as duly amended thereafter. The bylaws, including without limitation all definitions they contain, are incorporated into this Agreement by this reference.

- **"Claim"** means a demand made against the Alliance arising out of an occurrence that is within the scope of coverage of the Alliance's joint insurance arrangement as developed by the Board.
- **"Claim Reserves"** means the total funds set aside for the purpose of adjusting and paying members' claims, which have been certified as adequate by a Casualty Actuary who is a member of the American Academy of Actuaries.
- **"Economic Capital"** means the amount of funds required to support pool operations and protect the Alliance from such events as unexpectedly high losses or poor investment performance.
- **"Fiscal Year"** means that period of twelve months that is established as the fiscal year of the Alliance.
- **"Insurance"** means and includes self-insurance through a funded program and/or any commercial insurance contract. This joint insurance arrangement will not be considered insurance for any other purpose, pursuant to AS 21.76.020(a).
- **"Joint Insurance Fund"** has the meaning ascribed to that term in AS 21.76.900.
- **"Reinsurance" or "Excess Insurance"** means insurance coverage purchased by the Alliance to protect the funds of the Alliance against catastrophes or an unusual frequency of losses during a single year.
- **"Unallocated Capital"** means funds held by the Alliance in amounts greater than the amounts required for Claim Reserves and Economic Capital.

## 2. Purposes

This Agreement is entered into by the Members to provide comprehensive and effective coverage and risk management services, as authorized by AS 21.76, with the objective of reducing the amount and frequency of Members' losses and decreasing the cost of claims incurred by Members.

As provided by Section 21.76 of the Alaska Statutes, pooling of losses in this program is not considered insurance.

## 3. Parties to Agreement

Each party to this Agreement certifies that it intends to, and does, contract with all other parties who are signatories to this Agreement as well as other parties that may later be added to and become signatories of this Agreement. Each party to this Agreement also certifies that the deletion of any party from this Agreement will not affect this Agreement or such party's intent as described above with the other parties to the Agreement then remaining. A roster of parties to the Agreement is available on request.



#### **4. Term of Agreement**

This Agreement will become effective on the date coverage commences for the Members. The Agreement will continue in effect unless coverage is canceled, non-renewed, or otherwise terminated in accordance with this Agreement and the Alliance Bylaws.

#### **5. Powers of the Alliance**

The Alliance will have the powers necessary to administer this joint insurance arrangement pursuant to AS 21.76.030(2) and AS 21.76.900(2) as amended, replaced or updated. The Alliance, and to the extent delegated by the Board of Directors the Administrator, are authorized to perform all acts necessary for the exercise of said powers pursuant to the terms hereof and in the manner provided by law, including, but not limited to, any or all the following:

- to make and enter into contracts;
- to incur debts, liabilities, or obligations;
- to acquire, hold and dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities in the name of the Alliance;
- to sue and be sued in the name of the Alliance;
- to exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law; and
- all other and further powers that may be authorized by the Articles of Incorporation Bylaws, and any other corporate governance documents of the Alliance, and as permitted or not otherwise prohibited by law.

#### **6. Establishment and Administration of the Joint Insurance Fund**

The Alliance establishes a Joint Insurance Fund as described in AS Sec. 21.76.080 and will administer it as provided by law.

#### **7. Board of Directors**

The Alliance will be governed by the Board of Directors, which is hereby established, and which will be composed of 12 Directors according to the Bylaws. Each member of the Board will have one vote. A list of the names of the Board of Directors of the Alliance is available on request.

## **8. Powers of the Board of Directors**

The Board of Directors of the Alliance will have the powers and duties set out in the Bylaws and other powers and functions as are provided for in this Agreement or in law including, but not limited to, the power to authorize contracts in accordance with AS 21.76 upon such terms and conditions as the Board deems appropriate, and to adopt rules for the fair and equitable administration of the Alliance and the Joint Insurance Fund.

## **9. Coverage Provided**

The Alliance may provide any kind of coverage for Members required by law or regulation or as the Board will determine, and not otherwise prohibited under AS 21.76.010(b). All applicable coverage memoranda or policy forms, as they may be adopted and amended from time to time by action of the Board, are incorporated herein by this reference.

## **10. Claim Reserves and Capital**

The Alliance will set aside funds in sufficient amounts to (1) pay all incurred claims, and (2) provide the capital necessary to support pool operations and protect the Alliance against unexpected events. These Claim Reserves and Economic Capital amounts will be determined by a Casualty Actuary who is a member of the American Academy of Actuaries. The Economic Capital will be based on a target funding level determined by the Board and is intended to protect the Alliance at a high level of confidence.

Funds that exceed the Claim Reserves and Economic Capital amount are Unallocated Capital and may be allotted by the Board to purposes that further the objectives of the Alliance. Such purposes include, but are not limited to, increasing the funds held as Economic Capital, adjusting Member contributions, and refunding amounts to eligible Members.

Any contribution adjustments or refunds will be based upon a formula that considers, but is not limited to, a Member's participation in the Alliance; its loss and risk factors; and the financial needs of the Alliance.

## **11. Accounts and Records**

Annual Budget. The Board will annually adopt an operating budget.

Funds and Accounts. The Administrator will establish and maintain such funds and accounts as may be required by applicable law or regulation or generally accepted accounting practices. Financial books and records of the joint insurance arrangement will be in the hands of the Administrator and will be open to inspection at all reasonable times by representatives of the Members.

Alliance Report. The Board will provide for an annual independent audit of the accounts and records of the joint insurance arrangement. This audit will conform to generally accepted auditing standards, and will include a determination, by a casualty actuary who is a member of the American Academy of Actuaries, that methodologies for establishing reserves for losses are actuarially sound, and that the reserve level is adequate. By October 1 of each year, a report of the financial condition of the Joint Insurance Arrangement, certified by a certified public accountant, will be filed as a public record with the Legislative Budget and Audit Committee and the Director of the Division of Insurance, as required by AS 21.76.020(b), and made available to each Member.

## **12. Responsibility for Funds**

The Administrator of the Alliance will have the custody of and disburse the joint insurance arrangement's funds in accordance with this Agreement and Board policy. The Administrator may periodically approve other authorized signatories.

The Alliance will provide all officers and employees authorized to disburse Alliance funds with a fidelity bond or comparable instrument in an amount set by the Board, but not less than \$1,000,000.

## **13. Method of Apportioning Costs**

The revenue required by the Alliance to carry out its functions on behalf of Members is established annually by the Board and apportioned among Members through determination of each Member's contributions.

Each Member's contributions will be determined by the Administrator, taking into consideration factors including but not limited to:

- The Member's exposures to risk, such as property location and values, employee classifications and payroll, vehicles, and services provided.
- The Member's loss history, including claim frequency and severity.
- The Member's efforts to identify and mitigate risk through loss control activities.
- The amount of the Member's self-insured retention or deductibles.
- The cost of insurance, reinsurance, excess insurance, or other coverages purchased for or on behalf of Members.
- Any adjustments based on exposure audit provisions in insurance policies or coverage obtained pursuant to this Agreement.

## **14. Additional Contributions**

In the unlikely event that the Board determines that the combined amount of Economic Capital and Unallocated Capital is or is expected to become insufficient to effectively carry out the provisions of this Agreement, the Board may vote to assess additional contributions relating to one or more fiscal years that may apply to Members that are currently, or were formerly, parties to this Agreement

A decision by the Board to assess additional contributions will not take effect unless and until it is ratified at an annual or special meeting by two-thirds of the current Members. At least 30 days prior to that Member meeting, the Administrator will provide to each Member a document describing (1) the Board's rationale for levying the additional contributions, (2) the formula it will use to allocate the additional contributions among Members, and (3) when Members must pay the additional contributions levied.

## **15. Establishing and Promoting an Aggressive Risk Management Program**

The Administrator will:

- Assist each Member in identifying and reducing risks.
- Provide loss prevention services to Members as needed, including, as appropriate and available, training, inspections, and consulting services.
- Provide loss information to assist each Member in carrying out its claims management and loss control program.
- Provide to Members, as needed and feasible, a review of their contracts to determine sufficiency of indemnity and insurance provisions.
- Undertake all other responsibilities deemed necessary by the Board to carry out the purposes of this Agreement.

## **16. Members' Responsibilities**

Each Member of the Alliance has responsibilities to its fellow Members, and to the Alliance as a whole. Members will in all ways cooperate with and assist the Alliance, and any insurer providing coverage to the Alliance, in all matters relating to this Agreement, and will comply with all Bylaws, rules, regulations, and policies adopted by the Board.

Each Member further agrees to:

- Appoint a representative to the Alliance as provided in the Bylaws.

- Comply with recommendations of the Alliance concerning the development and implementation of a loss control program.
- Undertake efforts to mitigate losses, including the prompt reporting of claims or potential claims to the Alliance, and to fully cooperate with the Alliance and any insurer providing coverage to the Alliance or its Members in the adjustment of claims.

## **17. Member Payments**

Each Member will pay its contribution promptly when due. The contribution constitutes the Member's financial obligation to the joint insurance arrangement for the coverage period, which may be adjusted by subsequent audit of the Member's exposures or risks, and any additional contributions levied as provided in Section 14 or Section 25 of this Agreement.

The Administrator may impose a finance charge on any account balances that are more than 30 days past due and may, following 30 days' written notice to the Member, cancel a Member's coverage pursuant to applicable law if a contribution for coverage or any insurance policy obtained through this Agreement for that Member remains unpaid.

Cancellation of coverage under this section will not relieve a Member of its financial obligations to the Alliance.

## **18. New Members**

Additional Members may be permitted, at the discretion of the Administrator and after completing an application process established by the Board, to become signatories of this Agreement or a similar agreement.

## **19. Member Withdrawal**

A Member may withdraw as a party to this Agreement pursuant to the requirements of this Section:

- Withdrawing Members must give written notice of intent to withdraw at least 180 days prior to the expiration of coverage.
- A Member that fails to renew its coverage without giving the required 180 days' written notice to the Administrator will be responsible for a penalty equal to 20 percent of its total annual contribution for the most recent coverage year.
- A Member that withdraws during a coverage period, or has its coverage canceled by the Administrator for failure to pay the required contribution, will be responsible for a penalty equal to 20 percent of the total annual contribution for the Member for the current coverage year.

- A member may request a waiver of the penalty imposed under this section by submitting the request in writing to the Administrator. The Board must approve any penalty waivers.

Withdrawal from this Agreement under this section will not relieve a Member of any other financial obligations to the Alliance. The withdrawal of any Member from this Agreement will not terminate the Agreement.

## **20. Claims Administration and Payment of Losses**

- Each Member will give prompt notice of any claims to the Alliance. The Member will communicate directly with the Alliance and not through third parties unless agreed to by the Administrator. Failure to give prompt notice of claims will result in a limitation of coverage and penalties as provided in the relevant coverage memorandum.
- Except in circumstances where coverage is provided by an insurance carrier, the Administrator will investigate all claims against the Member and will attempt to adjust or settle such claims. The Member agrees to provide and make available to the Administrator all information and all personnel as may be reasonably required to fully investigate and defend each claim.
- Subject to the provisions of this Agreement and all applicable coverage agreements or policies, legal counsel selected by the Alliance will defend claims against the Member. A Member will have the right to hire, at its own expense, its own co-counsel to work with defense counsel employed by the Alliance.
- The Administrator will pay adjudicated claims according to the provisions of this Agreement and all applicable coverage memoranda or policies.
- In the event the Administrator determines it is advisable to settle a claim, the Member, except as provided in the applicable coverage memorandum, will accept the Administrator's recommendation and judgment and enter into such settlements as the Administrator determines to be appropriate.
- With the express written permission of the Alliance, a Member with a self-insured retention may be permitted to administer, defend and adjust claims within its own self-insured retention, in a manner consistent with the Member's coverage memoranda and Alliance-approved policies and procedures. Such written permission does not relieve the Member from notice requirements as defined in this Agreement or in the applicable coverage memorandum. Once the self-insured retention is reached, all outstanding defense and adjustment of the claim will be handled by the Alliance pursuant to the paragraphs above.

Written permission notwithstanding, the Alliance, in its sole judgment and discretion, retains the right to take over handling of claims below the Member's self-insured retention.

## **21. Coverage Determination and Appeal**

It will be the duty and responsibility of the Administrator to make the initial determination regarding rights to coverage protections provided under the joint insurance arrangement. This responsibility is limited to amounts of coverage provided by or retained by the Alliance, including amounts within self-insured retentions or deductibles, and amounts where the Alliance is designated as the "Company" or "Insurer" under the applicable policy or coverage memorandum.

The Administrator or designee will timely notify the Member of the determination in writing, advising the Member whether or to what extent the Alliance:

- Is accepting or denying coverage;
- Will defend the claim and/or indemnify the Member; and
- Is reserving any rights to make any subsequent determinations regarding coverage.

A Member that disagrees with a decision by the Administrator to deny coverage may appeal the decision to the Board. The Board will promulgate rules and procedures for the appeal process.

Notwithstanding the foregoing, a Member has the right to petition the Administrator and pursue an appeal with the Board to request the Alliance's assistance in pursuing coverage placed by the Alliance with an insurance carrier.

## **22. Exhaustion of Policy Limits**

It is understood and agreed that in the event of a covered loss or accumulation of covered losses affecting multiple Members whereby the amount of loss exceeds the limits of the coverage memorandum or policy, the payments to individual Members will be made on a proportional basis. This proportion will be determined as the ratio of the total limits available divided by the total amount of the loss.

This provision applies to exhaustion of limits on a per occurrence or an annual aggregate basis as appropriate.

## **23. Liabilities of the Alliance**

Pursuant to Alaska law, the debts, liabilities, and obligations of the Alliance will not constitute debts, liabilities, or obligations of any Members, except as expressly set forth in this Agreement. The debts, liabilities and obligations of the Alliance will not constitute debts, liabilities or obligations of its officers, directors, employees, agents, Board of Directors, committees or Administrator.

## **24. Member Liability**

Members will not be assessed for costs or expenses in excess of their contribution payment, except as provided in Section 14 or in Section 25 of this Agreement.

## **25. Termination and Dissolution**

This Agreement may be terminated if the Board of Directors, by a two-thirds vote of the Directors, adopts a resolution recommending the Alliance be dissolved and this Agreement be terminated.

- The question of the dissolution and termination will be submitted to a vote at a meeting of Members entitled to vote, which may be either an annual or special meeting. A resolution to dissolve the Alliance and to terminate this Agreement will be adopted upon receiving at least two-thirds of the votes which Members present at the meeting are entitled to cast.
  - If there are no Members, or no Members entitled to vote present, the adopted resolution of the Board to dissolve the Alliance and terminate this Agreement will take effect.
- In the event dissolution and termination is approved, this Agreement and the Alliance will continue to exist solely for the purpose of disposing of all liabilities, distribution of assets, and all other functions necessary to close out the affairs of the Alliance. The Board is vested with all powers of the Alliance for the purpose of dissolving affairs of the Alliance.
- Upon dissolution and termination, and following the payment of, or provision for, all debts, claims, and liabilities, all remaining assets and liabilities of the Alliance will be distributed among the Members based on a formula and timing approved by the Board.

## **26. Merger or Consolidation**

After completion of an analysis of the Alliance's liabilities and assets by a casualty actuary who is a member of the American Academy of Actuaries, and any other analysis that the Board considers appropriate, the Board may elect to merge or consolidate assets and liabilities of the Alliance with those of another substantially similar organization for the purposes of providing ongoing coverage and risk management for the Members. The Board may, but is not obligated to, approve a distribution of assets among Members as part of the merger or consolidation. Such a merger or consolidation will be made consistent with the requirements in AS 10.20 and will not constitute a termination of the Agreement as described herein.



## **27. Notices**

Notices to Members hereunder will be sufficient if mailed to the address listed on the most recent application form of the respective Members. A Member may change such address or other contact information by providing written notice (which will include notice by fax or email) of such change to the Alliance.

## **28. Amendment**

This Agreement may be amended at any time by the written approval of a majority of the Members signatory to it, or by the Board of Directors of the Alliance following 30 days' written notice to the Members of the proposed change(s). Any amendment to this Agreement will be effective on the subsequent July 1 unless another effective date is otherwise stated therein.

## **29. Prohibition Against Assignment**

No Members may assign any right, claim, or interest it may have under this Agreement and no creditor, assignee, or third-party beneficiary of any Member will have any right, claim or title to any part, share, interest, fund, premium, contribution, or asset of the Alliance.

## **30. Agreement Complete**

This Agreement, along with any exhibits hereto and documents incorporated by reference herein, constitute the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

## **31. Governing Law**

This Agreement will be interpreted according to the laws of the State of Alaska. A suit brought relating to any dispute hereunder or related hereto will be filed in the Superior Court of Alaska in Anchorage or Juneau, and in no other place.

## **32. Construction of Contract**

Separate agreements will be executed by each Member and all such agreements will be construed as a single collective contract.

## **33. Severability**

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable, the remainder of this Agreement will remain valid and enforceable.

### 34. Conformity to Statute

In the event any term or provision of this Agreement is found to be in conflict with the laws, regulation, or applicable statutes of the State of Alaska, such term or provision will be construed so as to conform to such statutes or laws.

### 35. Signatures

The parties hereto, acting through properly authorized officials, hereby execute this Agreement, effective July 1, 2025.

#### Member:

Member Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

#### Alaska Public Risk Alliance, as Administrator for the Joint Insurance Arrangement

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

EXHIBIT 1: List of Members

EXHIBIT 2: Board of Directors of APRA

# Exhibit 1

## APRA MEMBER ROSTER

The following public entities are considered to be Members of the Alaska Public Risk Alliance:

1. City of Adak Water & Sewer Project
2. City of Adak
3. City of Akhiok
4. City of Akutan
5. City of Alakanuk VSW Project
6. City of Alakanuk
7. Alaska Gateway School District
8. City of Aleknagik
9. Aleutians East Borough
10. Aleutians East Borough School District
11. City of Ambler Public Health Facilities Project
12. City of Ambler Infrastructure Improvement Project
13. City of Anaktuvuk Pass
14. Anchorage Community Development Authority, Easy Park and 716 W 4th Ave, LLC
15. City of Anderson
16. City of Angoon
17. City of Anvik
18. City of Atka
19. City of Atkasuk
20. City of Bettles
21. City of Buckland
22. Bristol Bay Borough School District
23. City of Chefnak Water Sewer Project
24. City of Chefnak
25. City of Chevak
26. City of Chignik
27. City of Kasaan
28. City of Thorne Bay
29. City of Clark's Point
30. City of Coffman Cove
31. City of Cold Bay
32. Denali Borough
33. Dillingham City School District
34. City of Diomed CDP
35. Diomed Joint Utility
36. City of Diomed
37. City of Eagle
38. City of Eek
39. City of Egegik
40. City of Ekwok
41. City of Emmonak Water Sewer Project
42. City of Emmonak
43. City of Fairbanks
44. City of False Pass
45. City of Fort Yukon
46. Frontier Charter School
47. Galena City School District
48. City of Galena
49. City of Gambell
50. City of Golovin CDP
51. City of Golovin
52. Goodnews Bay Water & Sewer Project
53. City of Grayling Public Health Facilities Project
54. Haines Borough School District
55. City of Holy Cross
56. City of Homer

57. Hoonah City School District
58. City of Hoonah
59. City of Hooper Bay Water & Sewer Project
60. City of Hooper Bay
61. City of Houston
62. City of Hughes
63. City of Huslia
64. Ilisagvik College and Ilisagvik College Foundation
65. Ipnatchiaq Electric Company
66. City of Kachemak
67. City of Kake
68. City of Kaktovik
69. City of Kaltag
70. City of Kaltag Public Health Facilities Project
71. Kenai Peninsula Borough
72. Kenai Peninsula Borough School District
73. City of Kenai
74. City of Kiana Public Health Facility Project
75. City of Kiana
76. City of King Cove
77. Kodiak Island Borough
78. Kodiak Island Borough School District
79. City of Kodiak
80. City of Kotlik Public Health Facilities Project
81. City of Kotlik
82. City of Kotzebue
83. City of Koyuk Public Health Facilities Project
84. City of Koyuk
85. City of Koyukuk
86. Lake and Peninsula Borough
87. City of Larsen Bay
88. City of Manokotak VSW Project
89. City of Manokotak
90. City of McGrath VSW Project
91. City of McGrath
92. City of Mekoryuk
93. City of Mountain Village Water Sewer Project
94. City of Mountain Village
95. Napakiak Managed Retreat Project
96. City of Napakiak Water Sewer Project
97. City of Napakiak
98. City of Napaskiak
99. Nenana City Public Schools
100. City of Nenana
101. City of New Stuyahok Public Health Facilities Project
102. City of New Stuyahok
103. City of Newhalen
104. City of Nightmute VSW Project
105. City of Nightmute
106. City of Nikolai
107. Nome Public Schools
108. City of Nome
109. City of Noorvik
110. City of North Pole
111. North Slope Borough School District
112. Northwest Arctic Borough
113. City of Nuiqsut
114. City of Nulato
115. City of Nunam Iqua
116. City of Nunapitchuk Water Sewer Project
117. City of Nunapitchuk
118. City of Old Harbor Tank Farm
119. City of Old Harbor
120. City of Ouzinkie Public Health Facilities Project
121. City of Ouzinkie
122. Pelican City School District
123. City of Pelican Water Sewer Project

124. City of Pelican
125. Pilot Point Electrical
126. City of Pilot Point
127. City of Pilot Station
128. City of Platinum
129. City of Point Hope
130. City of Port Alexander
131. City of Port Heiden
132. City of Port Lions
133. Pribilof Montessori School
134. Pribilof School District
135. City of Quinhagak VSW Project
136. City of Quinhagak
137. City of Ruby and Ruby Electric
138. City of Russian Mission Gaming
139. City of Russian Mission
140. City of Saint George
141. City of Saint Mary's
142. City of Sand Point
143. City of Savoonga CDP
144. City of Savoonga
145. City of Saxman
146. City of Scammon Bay
147. City of Seldovia Water Sewer Project
148. City of Seldovia
149. City of Seward
150. City of Shaktoolik CDP
151. City of Shaktoolik Wind Energy Recovery Project
152. City of Shaktoolik VSW Project
153. City of Shaktoolik
154. City of Shishmaref CDP
155. City of Shishmaref Public Health Facilities Project
156. City of Shishmaref
157. City of Shungnak
158. City of Soldotna
159. Southeast Island School District
160. City of Tanana
161. City of Teller VSW Project
162. City of Teller
163. City of Tenakee Springs
164. City of Thorne Bay VSW Project
165. City of Togiak
166. City of Toksook Bay
167. City of Unalakleet VSW Project
168. City of Unalakleet
169. City of Upper Kalskag
170. City of Utqiagvik
171. Valdez City School District
172. City of Valdez
173. City of Wainwright
174. City of Wales Water Sewer Project
175. City of Wales
176. City of White Mountain
177. City of Yakutat Public Health Facilities Project
178. Yakutat School District
179. City and Borough of Yakutat
180. Yukon Flats School District
181. Yukon-Koyukuk School District
182. Alaska Association of Conservation Districts
183. Alaska Native Cultural Charter School
184. Aleutian Region School District
185. Anchorage Stream Academy Charter School
186. City of Aniak
187. Annette Island School District
188. Aquarian Charter School
189. Bering Strait School District
190. City of Bethel

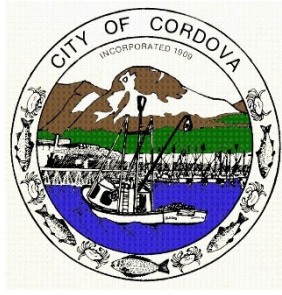
191. Boreal Sun Charter School
192. Bristol Bay Borough
193. Chatham School District
194. Chinook Montessori Charter School
195. Chugach School District
196. Chugiak Volunteer Fire and Rescue Company, Inc.
197. Copper River School District
198. Cordova Community Medical Center
199. Cordova School District
200. City of Cordova
201. Craig City School District
202. City of Craig
203. City of Delta Junction
204. Delta/Greely School District
205. Denali Borough School District
206. City of Dillingham
207. Discovery Peak Charter School
208. Eagle Academy Charter School
209. City of Edna Bay
210. Effie Kokrine Charter School
211. Girdwood Fire & Rescue, Inc.
212. City of Gustavus
213. Haines Borough
214. Highland Academy Charter School
215. Hydaburg City School District
216. City of Hydaburg
217. Iditarod Area School District
218. Kake City School District
219. Kashunamiut School District
220. Ketchikan Gateway Borough
221. Ketchikan Gateway Borough School District
222. City of Ketchikan
223. Klawock City School District
224. City of Klawock
225. Knik Cultural School
226. City of Kupreanof
227. Kuspuk School District
228. Lake & Peninsula School District
229. Lower Kuskokwim School District
230. Lower Yukon School District
231. Northwest Arctic Borough School District
232. City of Palmer
233. Petersburg Borough
234. Petersburg Medical Center
235. Petersburg School District
236. Rilke Schule German School of Arts & Sciences
237. Sitka School District
238. City and Borough of Sitka
239. Skagway School District
240. Municipality of Skagway
241. Southwest Region School District
242. City of Saint Paul
243. St. Mary's School District
244. Unalaska City School District
245. City of Unalaska
246. City of Wasilla
247. Watershed Charter School
248. City of Whale Pass
249. City of Whittier
250. Winterberry Charter School
251. Wrangell Public Schools
252. City & Borough of Wrangell
253. Yupiit School District

## **Exhibit 2**

### **MEMBERS OF THE APRA BOARD OF DIRECTORS**

The following are the members of the board of directors of the Alaska Public Risk Alliance

Branzon Anania	Kuspuk School District
Kristin Erchinger	City of Whittier
Dennis Gray, Jr.	City of Hoonah
Melissa Haley	City and Borough of Sitka
Bryant Hammond	City of Nome
Brandi Harbaugh	Kenai Peninsula Borough
Alex Russin	Cordova School District
Mark Vink	Bering Strait School District
Joe Evans	At Large
Brad Thompson	At Large
Nils Andreassen	Alaska Municipal League
Lon Garrison	Alaska Association of School Boards



**AGENDA ITEM 3**  
**City Council Meeting Date: 4/30/25**  
**CITY COUNCIL COMMUNICATION FORM**

---

**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 04/22/25  
**ITEM:** Resolution 04-25-11  
**NEXT STEP:** Voice vote on approval of resolution

---

☐ ORDINANCE  
☐ MOTION

☒ RESOLUTION  
☐ INFORMATION

---

**I. REQUEST OR ISSUE:** Update check signers for City to include newly elected Mayor Smith.

**II. RECOMMENDED ACTION / NEXT STEP:** Move to approve Resolution 04-25-11.

**III. BACKGROUND INFORMATION:** Often, the Mayor and Vice Mayor are only called in to sign checks if 2 City staff members who are signers are not available. There are several City Staff members that are check signers which makes it more convenient for AP and Payroll processing.

**IV. SUMMARY AND ALTERNATIVES:** Council should approve this resolution to aid staff in continuity of accounts payable and payroll functions.



**CITY OF CORDOVA, ALASKA  
RESOLUTION 04-25-11**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING SPECIFIC OFFICERS OF THE CITY OF CORDOVA AS SIGNERS OF  
CITY CHECKS, VOUCHERS, NOTES, AND OTHER DOCUMENTS**

**WHEREAS**, it is necessary to authorize several check signers for the City of Cordova so that payroll and accounts payable checks and other instruments can be efficiently processed by the City's Finance department staff; and

**WHEREAS**, it is most efficient if several of those authorized for this duty maintain offices and regular office hours in the Cordova Center which is the same building where the Finance Department and Finance staff perform the duties of preparing payroll and accounts payable checks that are the majority of the required documents that the City of Cordova needs such authorized individuals to sign.

**NOW, THEREFORE, BE IT RESOLVED** that: City Manager *Samantha Greenwood*, City Clerk *Susan Bourgeois*, Mayor *Kristin Smith*, Vice Mayor *Kasey Kinsman*, Public Works Director *Kevin Johnson*, and Harbormaster *Anthony Schinella* are hereby authorized by the City Council and Municipal Charter, to sign checks, vouchers, notes and other documents; and

**BE IT FURTHER RESOLVED** that all prior resolutions authorizing City officers to sign checks, vouchers, notes, and other documents are hereby repealed.

**PASSED AND APPROVED THIS 30<sup>th</sup> DAY OF APRIL 2025**

\_\_\_\_\_  
Kristin Smith, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk



**AGENDA ITEM 4**  
**City Council Meeting Date: 4/28/25**  
**CITY COUNCIL COMMUNICATION FORM**

---

**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 4/28/25  
**ITEM:** City Clerk Contract Approval  
**NEXT STEP:** Council Approval of Contract

---

☐ ORDINANCE  
☒ MOTION

☐ RESOLUTION  
☐ INFORMATION

---

**I. REQUEST OR ISSUE:** Employment Agreement approval between City of Cordova and City Clerk Susan Bourgeois.

**II. RECOMMENDED ACTION / NEXT STEP:** Council suggested motion: to approve the restated employment agreement between the City of Cordova and Susan Bourgeois; a salary will need to be inserted in the draft contract after the executive session negotiation. Vote via roll call.

**III. FISCAL IMPACTS:** Bourgeois may receive a salary increase depending on what is agreed to in the executive session.

**IV. BACKGROUND INFORMATION:** City Council conducted its annual evaluation of the City Clerk; it was a positive evaluation with an above average outcome. Bourgeois asked for a salary increase and an adjustment regarding contract end date (Dec. 31, 2028) so that the next end date would fall at the end of year and then could be budgeted more appropriately.

**V. LEGAL ISSUES:** Charter 2-6 and Code chapter 3.16 regarding City Clerk are attached.

Roll Call Vote because Code 3.12.080 Meetings-Passage of Proposals requires...

*The council shall vote on a roll call vote where a majority of all members is required, or upon request of any council member. The results of all votes shall be entered into the minutes of the meeting.*

**VI. SUMMARY AND ALTERNATIVES:** Bourgeois will discuss the contract in executive session with City Council.

## RESTATED EMPLOYMENT AGREEMENT

This Restated Employment Agreement ("Agreement") is by and between the City of Cordova, Alaska, ("Cordova"), a municipal corporation, and Susan Bourgeois ("Clerk"), and is effective as of May 1, 2025, April 4, 2022 ("Effective Date").

WHEREAS, Clerk is currently employed by Cordova pursuant to that certain Restated Employment Agreement dated April 4, 2022, 2019, which expiresd by its terms on April 4, 2022 February 15, 2025, and the amendment to same, dated March 5, 2025, which extended that contract to the earlier of May 21, 2025, or the date the parties agree to a new employment agreement; and

WHEREAS, Cordova and Clerk wish to restate the terms and conditions of Clerk's employment by Cordova.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Cordova and Clerk agree as follows:

### SECTION ONE: DUTIES OF CLERK

Clerk shall be employed by Cordova and hold the title "City Clerk" of Cordova. Clerk shall perform all duties and discharge all responsibilities of that position as prescribed from time to time by the laws of the State of Alaska, the Charter of the City Cordova, the Cordova Municipal Code, as the same may be amended from time to time, and such other duties as may be reasonably directed by the City Council.

### SECTION TWO: COMPENSATION OF CLERK

1. **SALARY**. For services performed Clerk shall receive an annual salary of \$97,694.19-\$ per pay period for the remainder of 2025 minus applicable withholding and deductions. Such salary shall be payable in accordance with the Cordova Municipal Code and Cordova's regular and customary payroll practices. This salary amount shall be effective through February 15, 2023, on or about, at which time an annual review by the City Council shall be conducted. Beginning January 1, 2026, Clerk shall receive an annual salary of \$ Clerk shall receive any and all salary increases, such as COLA adjustments, given to all other exempt employees of the City of Cordova during the term of this agreement.

2. **EXEMPT POSITION**. Clerk acknowledges that the position of City Clerk is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such Clerk is expected to work whatever hours are necessary to accomplish the goals and requirements of the position. The customary work week at Cordova for full time, exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, Clerk acknowledges that the specified work hours and work week may differ depending on the needs of the City Council, and that Clerk may frequently be required to work beyond the confines of the regular work week and work hours. Time sheets shall be

submitted to the Mayor or his/her designee on the City Council for signature in accordance with the schedule utilized for other non-elected, non-collectively bargained employees.

3. **BENEFITS**. Clerk shall be entitled to participate in State of Alaska PERS retirement benefits, and City-sponsored health and life insurance benefits on the same basis as other full-time regular employees of the City of Cordova, subject to the City's right to amend or terminate such benefits at any time. City shall supply Clerk with a cell phone for business and personal use, subject to City policies and public record keeping requirements.

4. **PAID TIME OFF**.

a. **Annual Leave** - Clerk shall accrue annual leave at a rate of 20 hours per month. Annual leave may be carried over from year to year. Annual leave accumulated in excess of 240 hours shall be forfeited on December 31 of each year. All accrued annual leave shall be cashed out upon separation, subject to the limitations of Section 4, Paragraph 2 hereof. Annual leave must be requested two weeks in advance. Requests for annual leave shall be submitted to the City Council at any of its regularly scheduled twice-monthly meetings.

b. **Medical Leave** - Clerk shall accrue medical leave at a rate of 15 days per year. Medical leave shall be carried over from year to year. Fifty percent (50%) of Clerk's accrued medical leave shall be cashed out upon separation on favorable terms up to a maximum of 520 hours, subject to the limitations of Section 4, Paragraph 2 hereof. For an absence due to sudden illness or other unanticipated events, Clerk shall telephone the Mayor or the designated City Council representative as soon as possible prior to the time Clerk is scheduled to report for work.

c. **Miscellaneous** - Annual and sick leave both accrue during the period of time Clerk is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

5. **TRAVEL, MEETINGS, AND PROFESSIONAL DEVELOPMENT**. Clerk shall receive allowance for travel, out-of-town meetings or professional development expenses as authorized by the City Council in the budget for each fiscal year or as approved in advance by the City Council from time to time. Subject to the foregoing, Clerk agrees to pursue professional development to attain and/or maintain the designation of Certified Municipal Clerk.

### **SECTION THREE: PERFORMANCE EVALUATION**

The City Council shall evaluate the performance of Clerk no less frequently than annually during the term of this Agreement. The evaluation shall be completed in accordance with written guidelines of expected standards of performance and personal

conduct and a written performance evaluation procedure approved by the City Council prior to each evaluation and provided in advance to Clerk.

#### SECTION FOUR: TERM, TERMINATION AND SEVERANCE PAY.

1. **TERM**. The term of the Agreement is from the Effective Date though December 31, 2028, February 15, 2025 unless terminated earlier pursuant to Paragraph 2 of this Section Four.

2. **TERMINATION**. The Agreement and Clerk's employment hereunder are terminable at will and at any time by the City Council without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood by Clerk that she holds her position at the will of the City Council of the City of Cordova. City Council will notify City Clerk not less than 30 days before expiration of this employment agreement of intention to not renew the contract. Clerk understands and agrees that no representations or course of conduct by the City Council shall establish any legally enforceable expectation of her continued employment by the City Council.

Clerk shall provide the City Council with written notice of her resignation no less than thirty (30) days prior to the effective date of her resignation or expiration of this employment agreement. If Clerk resigns without providing such notice, then Clerk shall forfeit all benefits, if any, which Clerk otherwise would be entitled to receive under this Agreement, including without limitation the cash out of any accrued, unpaid annual or medical leave.

Dismissal and grievance procedures applicable to other City employees as provided in the Cordova Municipal Code, if any, shall not apply to the termination of Clerk's employment by the City Council.

3. **SEVERANCE PAY**. If the City Council terminates Clerk's employment without cause, and Clerk executes and does not revoke a waiver and release prepared or approved by the City Council, then Cordova shall pay Clerk a lump sum severance payment equal to three months' salary for Clerk, minus applicable withholdings and deductions.

If Council terminates Clerk's employment with cause or if Clerk resigns her employment, regardless of cause, then Clerk shall receive no severance pay. Any of the following shall constitute "cause" for termination: (i) Clerk's failure to satisfactorily perform her duties in accordance with the provisions of this Agreement, (ii) Clerk's intentional failure to obey any lawful directive of the Council, (iii) Clerk's intentional failure to comply with the Charter of the City of Cordova or with the Cordova Municipal Code, (iv) intentional and willful misconduct which the Council reasonably believes reflects adversely on Clerk's position, including but not limited to, dishonesty, fraud, embezzlement, substance abuse, and criminal misconduct, or (v) any other acts or omissions of Clerk which constitute "cause" under Alaska law.

## SECTION FIVE: OTHER EMPLOYMENT

Clerk acknowledges that she must devote a great deal of time outside normal City office hours to the business of Cordova. Clerk shall not undertake employment with any person or entity other than Cordova without prior approval of the City Council.

## SECTION SIX: INDEMNIFICATION BY CORDOVA

Cordova shall indemnify, hold harmless and defend Clerk against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by Clerk in the performance of her official duties during the duration of her employment with Cordova under this Agreement; provided, however, that Cordova shall not be obliged to indemnify, hold harmless or defend Clerk against any claim or liability arising out of or resulting from acts or omissions which, in the sole judgment of Cordova, may occur or that may be alleged to have been caused by Clerk while acting outside of course and scope of her official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

## SECTION SEVEN: GENERAL PROVISIONS

1. **CHOICE OF LAW, EXCLUSIVE VENUE.** Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Cordova, Alaska, and the exclusive forum for any legal proceedings regarding such dispute shall be the Superior Court for the State of Alaska, Third Judicial District at Cordova.

2. **ASSIGNMENT.** This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.

3. **SEVERABILITY.** In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

4. **WAIVER.** The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by a Party.

5. **AMENDMENT.** This Agreement may be amended in writing by mutual agreement of the Parties.

6. **APPLICATION OF CITY CODE AND PERSONNEL POLICIES.** Unless expressly contrary to a provision hereunder or as contrary to the laws of the State of Alaska, the Charter of the City of Cordova, or the Cordova Municipal Code, Clerk's employment shall be subject to the personnel policies and rules applicable to non-elected, non-represented employees of Cordova, as the same may be amended from time to time, to the extent the same are not in conflict with an express, lawful provision of this Agreement.

7. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire Agreement between Clerk and Cordova, and supersedes all prior oral or written understandings, if any, between Clerk and Cordova, including without limitation, the predecessor restated employment agreement dated April 4, ~~2019~~2022.

**IN WITNESS WHEREOF**, the City Council of the City of Cordova has caused this Agreement to be signed and executed on the City Council's behalf by its Mayor and duly attested by its Human Resources Officer, and Susan Bourgeois has executed this Agreement for and on behalf of herself, on the day and year first written above.

City Council of the City of Cordova, Alaska

By: \_\_\_\_\_ Date:  
Mayor ~~David Allison~~ Kristin Smith

Human Resources Officer of City of Cordova, Alaska

\_\_\_\_\_  
Laura Cloward Andy Anderson Date:

Clerk

\_\_\_\_\_  
Susan Bourgeois Date:

---

## **Section 2-6. City clerk.**

There shall be a city clerk, who shall be an officer of the city appointed by a majority vote of all members of the council for an indefinite term.

The city clerk shall serve as the clerical officer of the council. The clerk shall keep the journal of the proceedings of the council, and shall enroll in a book or books kept for the purpose all ordinances and resolutions passed by it. The clerk shall be custodian of such documents, records and archives as may be provided by law or ordinance; shall be custodian of the seal of the city, and shall attest, and affix the seal to, documents when required in accordance with this charter, law or ordinance; and shall keep a correct and up-to-date record of the city boundaries and changes therein.

(Amended by Resolution 5-95-56, approved by the voters on July 19, 1995).

## **Chapter 3.16 CITY CLERK**

### **3.16.010 City clerk established.**

There shall be a city clerk who shall be an officer of the city in accordance with Section 2-6 of the City Charter. The city clerk shall be appointed by a majority vote of all members of the council for an indefinite term and shall have supervision and control of the city clerk's office.

(Ord. 787 § 2, 1997).

### **3.16.020 Duties generally.**

The city clerk shall attend all meetings of the city council and keep a full record of all the proceedings. It shall be his duty to attest all deeds and other city documents executed by the mayor or city manager in accordance with the acts of the city council, and he shall also file and keep all the records and public papers of the city, and shall to all intents and purposes be deemed to be the clerk of the city and shall act as such.

(Ord. 568 (part), 1984).

### **3.16.023 Deputy city clerk established.**

There shall be a deputy city clerk who shall be an assistant to the city clerk. The deputy city clerk shall be appointed by the city clerk for an indefinite term. The city clerk shall be responsible for the evaluation and discharge of the deputy city clerk.

(Ord. 909, 2002; Ord. 820 (part), 1999).

### **3.16.026 Duties generally.**

The deputy city clerk shall assist the city clerk as assigned, including, but not limited to preparing council packets, filing and keeping all records and public papers of the city, and preparing and maintaining property tax records, billings and reports. In the absence of the city clerk, the deputy city clerk shall assume the duties of the city clerk as defined in Section 2-6 of the City Charter and Section 3.16.020 of the Cordova municipal code.

(Ord. 820 (part), 1999).

### **3.16.030 Ex officio tax assessor.**

Within the department of city clerk there shall be a tax assessor as provided by the city charter. Unless otherwise provided by resolution of the city council, the city clerk shall serve as ex officio tax assessor for the city.

(Ord. 568 (part), 1984).