

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2022-20

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF UNALASKA AND CHRIS HLADICK APPOINTING CHRIS HLADICK 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 Chris Hladick as its Interim City Manager upon the terms set forth in the attached agreement; and

WHEREAS, Chris Hladick 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 Chris Hladick appointing Chris Hladick to serve as Interim City Manager.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on May 12, 2022.



Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:



Marjie Veeder, CMC
City Clerk



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, and Chris Hladick, 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 Chris Hladick as its Interim City Manager upon the terms set forth herein; and

WHEREAS, Chris Hladick 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 I Appointment.

(a) The City Council of the City of Unalaska, Alaska appoints Chris Hladick 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, aiding 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 at agreed upon times with advance notice. 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 flexibility in this schedule to accommodate the needs of both the Interim Manager and the City.

Section 3 Term.

This agreement shall commence June 1, 2022 and shall terminate at such time as a permanent city manager has been on the job in Unalaska for ten days.

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 five thousand dollars (\$5,000.00) 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 is covered under the City's Liability and Workers' Compensation Insurance.
2. City shall provide plane tickets to and from Anchorage as needed.
3. 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 cities of Anchorage and Unalaska.
4. If needed, Employee will be issued a cellular phone which is to be used for the conduct of city business 7 days per week.
5. Employee will not be credited nor accumulate personal leave while employed as Interim City Manager.
6. Employee will not receive compensation for holidays while employed as Interim City Manager.
7. Employee shall not be entitled to health insurance and retirement benefits as provided to other City employees while employed as Interim City Manager.

Section 5 Housing.

The City of Unalaska shall provide Employee with housing when on site.

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.

(b) Prior to any termination for cause, Employee shall be entitled to a hearing before the Council, at which Employee may be represented by counsel, present and cross-examine witnesses.

(c) Employee may terminate this Agreement at any time by delivering to the City Clerk a ten (10) day notice of intent to terminate.

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 Unalaska City Council on May 12, 2022.

CITY OF UNALASKA

EMPLOYEE

By: _____
Vincent M. Tutiakoff, Sr.
Mayor

Chris Hladick
DBA Chris Hladick Consulting

ATTEST:

Marjie Veeder, CMC
City Clerk

MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: JR Pearson, Assistant City Manager
Through: Erin Reinders, City Manager
Date: May 10, 2022
Re: Resolution 2022-20: A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF UNALASKA AND CHRIS HLADICK APPOINTING CHRIS HLADICK TO SERVE AS INTERIM CITY MANAGER

SUMMARY: The City Manager's contract is expiring effective May 31, 2022. Former City Manager, Chris Hladick, provided a proposal in the attached agreement to serve as Interim City Manager.

PREVIOUS COUNCIL ACTION: City Council issued a directive to the Assistant City Manager to reach out to potential candidate for Interim City Manager and draft an agreement.

DISCUSSION: The City Manager's contract is expiring effective May 31, 2022. J. R. Pearson, Assistant City Manager, reached out to former City Manager, Chris Hladick, to determine if he was interested in serving in an interim City Manager capacity. Mr. Hladick expressed interested and provided a proposal in the attached agreement to serve as Interim City Manager.

ALTERNATIVES: Council may decide to approve or not to approve the agreement.

FINANCIAL IMPLICATIONS: As described in the agreement, \$5,000 per week, personal leave, holiday leave, cellphone, health insurance, retirement benefits, flights to and from Anchorage as needed, per diem when conducting business outside of Anchorage and Unalaska, and housing.

LEGAL: None

STAFF RECOMMENDATION: Staff will support Council's decision.

PROPOSED MOTION: I move to adopt Resolution 2022-20.

ATTACHMENTS: Interim City Manager Agreement