

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2023-23

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CHRIS HLADICK DOING BUSINESS AS CHRIS HLADICK CONSULTING

WHEREAS, the City of Unalaska desires to engage Chris Hladick, doing business as Chris Hladick Consulting, to render city management and related consulting services pursuant to the attached Professional Services Agreement; and

WHEREAS, Chris Hladick, doing business as Chris Hladick Consulting, agrees to perform such services as set out in Exhibit A, Scope of Services, in exchange for the Compensation set out in Exhibit B, both attached to the Professional Services Agreement.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into the attached Professional Services Agreement with Chris Hladick, doing business as Chris Hladick Consulting.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on May 9, 2023.

Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:

Marjie Veeder, CMC
City Clerk

**CITY OF UNALASKA
PROFESSIONAL SERVICE AGREEMENT
MANAGEMENT SERVICES**

THIS AGREEMENT is entered into by and between Chris Hladick d/b/a Chris Hladick Consulting (“Consultant”), and the CITY OF UNALASKA (“City”).

WITNESSETH THAT:

WHEREAS City desires to engage Consultant to render city management and related consulting services to the City; and

WHEREAS Consultant represents that Consultant is properly licensed (City of Unalaska Business License) and has the experience and ability to perform such services; and

WHEREAS the parties hereto desire to enter into a basic agreement setting forth the terms under which Consultant will, as requested, perform such work.

NOW THEREFORE the parties hereto do mutually agree as follows:

1. Employment of Consultant. Consultant agrees to provide professional services in accordance with the provisions of this Agreement. A written description of the work to be performed and compensation to be paid are set out in attached Exhibits A and B, which are incorporated by reference.
2. Scope of Services. The Scope of Services (Exhibit A) describes and defines the services and responsibilities which are required. Consultant shall exercise independent professional judgment in performing the obligations and responsibilities under this Agreement. The Consultant shall perform the tasks as set forth in Exhibit A. The Consultant shall also attend all required meetings, workshops, presentations, etc. either by teleconference or in person.
3. Duration: This Agreement commences on or about June 1, 2023, and shall continue until September 30, 2023 unless earlier terminated pursuant to paragraph 14. The parties shall review the terms and payment arrangements after August 31, 2023 and may extend or modify this Agreement.
4. Performance. Consultant agrees to proceed immediately to perform the work described in the Scope of Services when authorized as set forth in the Scope of Services.
5. Compensation. City agrees to pay Consultant as compensation for services under this Agreement such sums of money as set forth in attached Exhibit B.
6. Payments: Consultant agrees to provide City with a monthly invoice for services rendered, per diem, and reimbursement of travel expenses. City agrees to pay

Consultant within thirty (30) days of receipt of each invoice.

7. Personnel. City agrees to furnish all personnel necessary for expeditious and satisfactory performance of this Agreement, each to be competent, experienced and well qualified for the work assigned.

8. Independent Contractor Status. In performing under this Agreement, Consultant acts as an independent Contractor and not as an employee. The Consultant and City acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The City is not required to provide, pay or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, health insurance premium, pension or any other employee benefit for the Consultant. The Consultant is responsible for paying and complying with reporting requirements for all local, state and federal taxes related to payments made to Consultant under this agreement. Consultant shall have responsibility for and control over the details and means for performing the services required hereunder.

9. Insurance Requirements. Consultant shall carry and maintain throughout this agreement, insurance not less than the amounts and coverage herein specified, and the City of Unalaska, its agents, officers, employees and volunteers shall be named as additional insured under the insurance coverage so specified and where allowed, with respects to the performance of the work. There shall be no right of subrogation against the City of Unalaska, its agents, officers, employees and volunteers, and this waiver of subrogation shall be endorsed upon the policies. Insurance shall be placed with a carrier that has an A.M. Best Rating of A- VII or better, and these policies providing coverage thereunder shall contain provisions that no cancellation or material changes in the policy shall become effective except upon 30 days prior written notice thereof to the City of Unalaska.

Prior to commencement of the work, Consultant shall furnish certificates of insurance to the City evidencing that the insurance policy provisions required hereunder are in force. Acceptance by the City of deficient evidence does not constitute a waiver of contract requirements.

All insurance policies described below are required to be written on an "occurrence" basis. In the event occurrence coverage is not available, the Consultant agrees to maintain continuous "claims made" coverage for a minimum of one year after completion. Professional liability claims made coverage shall be maintained for one year after this agreement ends.

The minimum coverages and limits required are as follows:

Commercial General Liability with limits no less than \$1,000,000 per Occurrence and \$2,000,000 Aggregate for Bodily Injury & Property Damage, including coverage for Premises & Operations Liability, Products & Completed Operations Liability, Contractual Liability, Broad Form Property Damage Liability, and Personal Injury Liability. Coverage shall not contain any exclusions of Explosion, Collapse, or Underground.

- a) All insurance policies as described above are required to be written on an "occurrence" basis.
- b) Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim and administration and defense expense.

10. Indemnification. To the fullest extent permitted by law, Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Unalaska, its elected and appointed officials, employees, volunteers, and other working on behalf of the City of Unalaska against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Unalaska, its elected and appointed officials, employees, volunteers, or others working on behalf of the City of Unalaska, by reason of; 1) any claim for payment of social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, pension or any other employee benefit; or 2) any claim of personal injury including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

11. Assignment. Consultant shall not assign this Agreement or any of the monies due or to become due hereunder without the prior written consent of City.

12. Subcontracting. Consultant may not subcontract its performance under this Agreement without prior written consent of City.

13. Designation of Representative. The Parties agree, for the purposes of this Agreement, that City shall be represented by and may act only through the City Manager or such other person as is identified in Exhibit A – Scope of Services.

14. Termination. Either party may terminate this Agreement at any time by delivery of thirty (30) days written notice, specifying the extent and effective date thereof. After receipt of such notice, Consultant shall stop work hereunder to the extent and on the date specified in such notice, terminate all other commitments to the extent they relate to the work terminated, and deliver to City all computations and other material and information prepared or developed hereunder in connection with the work terminated.

In the event of any termination pursuant to this clause, Consultant shall be entitled to be paid as provided herein for direct labor hours expended and reimbursable costs incurred pursuant to paragraph 6 hereof, prior to the termination, and for such direct labor hours and reimbursable costs as may be expended or incurred thereafter with City's approval in concluding the work terminated, it being understood that Consultant shall not be entitled to

any anticipated profit on services not performed. Except as provided in this clause, any such termination shall not alter or affect the rights or obligations of the parties under this Agreement.

15. Ownership and Use of Documents. Consultant agrees that all pertinent calculations, reports, data and other documents prepared for the City hereunder are the property of the City and the City shall have the right, without payment of additional compensation, to disclose, reproduce and use, and to authorize others to disclose, reproduce and use such documents for this project.

16. Confidentiality. Confidential information refers to any data or information relating to the City, whether business or personal which would reasonably be considered to be private or proprietary to the City and that is not generally known and where the release of that confidential information could reasonably be expected to cause harm to the City or that the City is required to treat as confidential information by state law, city ordinances or a collective bargaining agreement. The consultant agrees that he will not disclose, divulge, reveal, report or use for any purpose any confidential information which the consultant has obtained except as authorized by the City or as required by law. The obligations of confidentiality will apply during the term and will survive indefinitely upon termination of this agreement.

17. Performance Standard. Services performed under this Agreement shall be in accordance with best practices and shall comply with all applicable codes and standards.

18. Compliance with Applicable Laws. Consultant shall in the performance of this Agreement comply with all applicable federal, state and local laws, ordinances, order, rules and regulations applicable to its performance hereunder.

19. Records and Audit. Consultant agrees to maintain sufficient and accurate records and books of account, including detailed time records, showing all direct labor hours expended and all reimbursable costs incurred and the same shall be subject to inspection and audit by City at all reasonable times. All such records and books of account pertaining to any work performed hereunder shall be retained for a period of not less than six (6) years from the date of completion of the services to which the Consultant serviced of this Agreement relate.

20. Notices. Any official notice that either party hereto desires to give the other shall be delivered through the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid and addressed as follows:

To City:
William Homka, City Manager
City of Unalaska
P. O. Box 610
Unalaska, Alaska 99685

To Consultant:
Chris Hladick
1068 Potlatch Circle
Anchorage, AK 99503

The addresses specified may be changed by either party by giving written notice thereof to the other party pursuant to this paragraph.

21. Venue/Applicable Law. The venue of any legal action between the parties arising from this Agreement shall be the Third Judicial District of the Superior Court of the State of Alaska and this contract shall be interpreted in accordance with the laws of the State of Alaska.
22. Attorney's Fees. In the event either party institutes a lawsuit or action to enforce its right hereunder, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs in such suit or action and on any appeal therefrom.
23. Waiver. No failure on the part of City to enforce any covenant or provisions herein contained, nor any waiver of any right hereunder by City, unless in writing and signed by the parties sought to be bound, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same or any other provision in the event of any subsequent breach or default.
24. Binding Effect. The terms, conditions and covenants contained in this Agreement shall apply to, inure to the benefit of, and bind the parties and their respective successors.
25. Entire Agreement/Modification. This agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and all prior negotiations and understandings are superseded and replaced by this Agreement and shall be of no further force and effect. No modification of this Agreement shall be of any force or effect unless reduced to writing, signed by both parties and expressly made a part of this Agreement.

In witness whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective date indicated below.

CITY OF UNALASKA

By: _____
William Homka
City Manager

**CHRIS HLADICK d/b/a CHRIS HLADICK
CONSULTING**

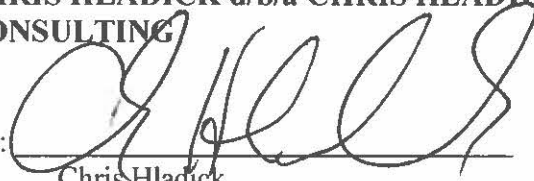
By: 
Chris Hladick

EXHIBIT A

SCOPE OF SERVICES PROFESSIONAL SERVICE AGREEMENT

1. Travel to Unalaska on or before July 1, 2023 to participate in a workshop with the City Council and City Manager to identify city priorities and develop a six month and one year plan for accomplishing city priorities.
2. Travel with the City Manager and City Council members on lobbying trips to Juneau and Washington D.C.. Assist and advise the City Manager and City state and federal lobbyists on City legislative and agency priorities.
3. Assist the City Manager as requested by the City Manager in general management of the City of Unalaska.
4. Assist management in union negotiations and resolution of personnel matters as requested by the City Manager.
5. Assist in implementation of city capital projects as requested by the City Manager.
6. Assist the City Manager as requested by the City Manager in the development of the FY 2024 budget;
7. As requested by the Mayor or City Council appear by telephone or in person at meetings with contractors, businesses, and federal and state agencies.
8. Submit a monthly written report to the City Council summarizing work performed by Consultant during the previous month. As requested by the City Council or the Mayor present additional reports on specific issues.
9. Participate in up to four (4) additional city council meetings each year either in person or by telephone as requested by the Mayor or City Council.

**EXHIBIT B
COMPENSATION
PROFESSIONAL SERVICE AGREEMENT**

Compensation will be paid as follows:

Pay: Compensation will be paid an hourly rate of one-hundred-fifty dollars (\$150) per hour.

Per Diem: City shall provide Consultant a daily allowance of \$75 per day to cover the cost of meals while in Unalaska providing services pursuant to this agreement.

Vehicle: City shall provide a vehicle for Consultant's use while in Unalaska providing services pursuant to this agreement.

Expenses: City will reimburse Consultant for travel expenses incurred while providing services pursuant to this agreement as provided to all city employees and elected officials when conducting business outside the cities of Anchorage and Unalaska.