

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into on October _____ 2025, by and between Chris Hladick ("Consultant") and the City of Dillingham ("City").

WHEREAS, the City is in need of professional on-call consulting services to provide mentoring and assistance to the Acting City Manager, Manager, etc; and

WHEREAS, the City desires to engage the Consultant as an independent contractor using independent professional judgment to accomplish assigned tasks;

NOW, THEREFORE, the parties agree as follows:

1. Services

The purpose of this Agreement is for Consultant to provide mentoring to the Acting City Manager, Manager, etc. and consulting services regarding issues of concern to the City.

Consultant will:

- A. Provide mentoring and assistance to the Acting City Manager or Manager.
- B. Participate in Council workshops to develop City priorities and establish measurable benchmarks for management evaluation.
- C. Provide ongoing availability via telephone, Zoom, or other remote means for consultation with the Acting City Manager, Mayor, and City Council.
- D. Provide the council with assistance with evaluation processes for the Acting City Manager, including working with department heads to align and assess performance goals.
- E. Provide guidance to department heads on problem-solving, personnel development, HR issues, and legal matters as needed.
- F. Support with capital projects, including navigating federal and state processes with agencies such as the U.S. Army Corps of Engineers, Fish and Wildlife Service, EPA, and the State of Alaska.
- G. Assist with lobbying and advocacy efforts, including preparation of materials and support for potential travel to Juneau and Washington, D.C., if authorized by the City.
- H. Attend conferences or meetings in Anchorage or other locations when City representatives are unable to attend or with the Acting City Manager to make important introductions, if approved by the City.
- I. Prepare brief reports on meetings or events attended on behalf of the City.
- J. Perform other duties as may reasonably arise in connection with city management consulting.

2. Time of Performance

This agreement shall be effective from October 2025 through June 30, 2026, unless earlier terminated, the need no longer exists, or funds are exhausted.

3. Fees

For the services specified in this agreement, Consultant shall be compensated at the rate of \$150 per hour, not to exceed a total of \$16,000 for the term of this agreement. Consultant shall submit invoices monthly, and the City shall make payment within thirty (30) days of approval.

4. Reimbursable Expenses

Consultant shall not be reimbursed for any expenses except those expenses specifically authorized by the City in writing.

5. Independent Contractor Status

In performing under this agreement, the Consultant acts as an independent contractor and shall not be deemed an employee or agent of the City. Consultant shall have responsibility for and control over the methods, means, and details of performing the services required hereunder.

6. Assignment / Subcontracting

This agreement is entered into based in the unique experience and abilities of consultant. Accordingly, Consultant's duties are non-delegable, and Consultant may not subcontract, assign, or transfer any interest or obligation of or under this agreement without written approval of the City.

7. Designation of Representatives

For the purposes of this agreement, that the City shall be represented by and may act only through its City Manager or Acting City Manager or Mayor or such other person as they may designate in writing.

8. Compliance with Applicable Laws

Consultant shall, in the performance of this Agreement, comply with all applicable federal, state and local laws, APOC requirements, ordinances, orders, rules and regulations applicable to its performance hereunder, including, without limitation, all such legal provisions pertaining to social security, income tax withholding, medical aid, industrial insurance, worker's compensation, and other employee benefit laws. Consultant also agrees to comply with all contract provisions pertaining to grant or other funding assistance which City may choose to utilize to perform work under this Agreement. Services performed under this agreement shall be in accordance with sound, generally accepted consulting practices and shall comply with all applicable codes and standards.

9. Notices

Any notice that either party hereto desires to give the other shall be delivered through the U.S.

mail by certified mail, return receipt requested, and addressed as follows:

To City:

City Manager
City of Dillingham
PO Box 889
Dillingham, AK 99576

To Consultant:

Chris Hladick
1068 Potlatch Cir
Anchorage, AK 99503

10. Venue and Applicable Law

The venue of any legal action between the parties arising as a result of this agreement shall exclusively be in the Third Judicial District of the Superior Court of the State of Alaska, at Dillingham, Alaska, and this agreement shall be interpreted in accordance with the laws of the State of Alaska.

11. Waiver

No failure on the party of either City or Consultant to enforce any covenant or provision herein contained, nor any waiver of any right hereunder 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 the City or Consultant to enforce the same or any other provision in the event of any subsequent breach or default.

12. Entire Agreement

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 on the respective date indicated below.

CITY OF DILLINGHAM

Dated: _____

By: _____

Alice Ruby
Mayor

CONSULTANT

Dated: _____

By: _____

Chris Hladick