

CITY OF UNALASKA  
UNALASKA, ALASKA

RESOLUTION 2018-40

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIANNE BLUMER FOR LOBBYING SERVICES

WHEREAS, the Unalaska City Council has determined it is beneficial to the City of Unalaska to retain a lobbyist; and

WHEREAS, the existing Professional Services Agreement with Ray Gillespie of Gillespie & Associates will expire on June 30, 2018; and

WHEREAS, the City of Unalaska wishes to obtain Dianne Blumer to perform the duties of lobbyist as directed by the City of Unalaska.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into a Professional Services agreement with Dianne Blumer, effective July 1, 2018, through June 30, 2019, for a fee of \$71,000 plus reasonable expenses.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on May 22, 2018.



Frank Kelty  
Mayor

ATTEST:



Marjie Veeder  
City Clerk



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## MEMORANDUM TO COUNCIL

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To: Mayor and City Council Members  
From: Shaina Schamp, Administrative Coordinator  
Through: Thomas Thomas, City Manager  
Date: May 22, 2018  
Re: Resolution 2018-40, a Resolution of the Unalaska City Council authorizing the City Manager to enter into a professional services contract with Dianne Blumer for lobbying services for one year.

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**SUMMARY:** The State Lobbyist contract expires on June 30, 2018. City Council's directive to Thomas Thomas is to enter into a sole source contract with Dianne Blumer. Mr. Thomas and Ms. Blumer negotiated and agreed to the amount of \$71,000 plus reasonable expenses. Resolution 2018-40 accomplishes that goal.

**PREVIOUS COUNCIL ACTION:** Council directive to City Manager on April 24, 2018 to negotiate with Dianne Blumer for lobbying services for one year for the City of Unalaska.

**BACKGROUND:** Ray Gillespie has been the City's lobbyist since FY91 and is retiring this year.

**ALTERNATIVES:** Council could agree to the lobbying contract at the current level, recommend an increase to the base compensation rate or a cost of living increase, or not enter into a lobbying agreement.

**FINANCIAL IMPLICATIONS:** The FY19 budget includes sufficient funds to cover this expense.

**LEGAL:** N/A

**PROPOSED MOTION:** Move to adopt Resolution 2018-40.

**CITY MANAGER COMMENTS:** I recommend Council adopt Resolution 2018-40.

**ATTACHMENTS:**

- Proposed Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT**  
**Lobbying Services**

This agreement is made and entered into the \_\_\_\_ day of May 2018, by and between the City of Unalaska, P. O. Box 610, Unalaska, Alaska, 99685, a municipal corporation organized under the laws of the State of Alaska, hereafter "City" and Dianne Blumer, 6058 Azalea Drive, Anchorage, Alaska, 99516, hereafter "Contractor".

For and in consideration of the terms set out below, the parties agree as follows:

1. Contractor agrees to perform all work described in Appendix A, "Scope of Services".
2. Contractor further agrees that a full and accurate understanding exists regarding the work required in Appendix A, "Scope of Services" and that there shall be no changes made to the Scope of Services without prior written consent of the City.
3. Contractor shall furnish all of the materials, equipment, labor and other services to accomplish the Scope of Services.
4. Contractor agrees to comply with the terms for a cost not to exceed as stated in Appendix B.
5. City shall pay the Contractor according to the payment schedule as described in Appendix B.
6. The term of this agreement is for one year, commencing July 1, 2018, and terminating on June 30, 2019. This contract may be terminated with thirty (30) days written notice by either party.
7. The City retains the authority to negotiate differences that may arise through the required course of work to be performed relating to this project.
8. As applicable, the Contractor agrees to abide by existing State and Federal Law and to provide for strict compliance with same as they relate to the following:
  - a. Equal Employment Opportunity (EEO);
  - b. Workmen's Compensation Insurance; and
  - c. The Contractor agrees that compliance with the above is the responsibility of the Contractor and that the City shall be held harmless for any resulting violation of these requirements.
9. General Liability: All legal actions or claims including defense costs resulting from damages sustained by any person or property arising from the Contractor's performance of this contract which will result in joint liability of the City and Contractor shall be apportioned on

a comparative fault basis. Any joint liability on the part of the City must be due to active negligence on the part of the City.

10. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators and successors.
11. This Agreement shall not be assigned.

IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT.

CITY OF UNALASKA

CONTRACTOR

By: \_\_\_\_\_

Thomas Thomas  
City Manager

\_\_\_\_\_

Dianne Blumer

APPENDIX A  
SCOPE OF SERVICES

The Contractor will perform lobbying, consultation, administrative and legislative information services and related duties as assigned by the City Manager of the City of Unalaska or other persons as designated by the City Council.

Contractor will report on progress of assigned activities as requested.

Contractor will devote sufficient time and attention to fulfill this contract in a timely and professional manner.

Contractor will advise the City of any potential conflict of interest or time commitments in advance of accepting employment with other clients. Should a conflict arise, the City will have the authority to direct the Contractor to decline other potential employment. Such authority shall be exercised in a reasonable manner, in recognition that the Contractor may provide professional services to other clients so long as it does not interfere with Contractor's ability to perform this contract.

APPENDIX B  
Payment

Total payment under this Contract shall not exceed Seventy-One Thousand (\$71,000) Dollars, plus reasonable documented expenses for travel, lodging, food, copying, and similar type expenses necessary to completion of this contract.

Payment for services shall be made to Contractor in monthly installments on this 10<sup>th</sup> day of each month in accordance with the following schedule:

<b>DATE</b>	<b>AMOUNT</b>
July 1, 2018	\$1775.00
August 1, 2018	\$1775.00
September 1, 2018	\$1775.00
October 1, 2018	\$1775.00
November 1, 2018	\$1775.00
December 1, 2018	\$1775.00
January 1, 2019	\$14,200.00
February 1, 2019	\$14,200.00
March 1, 2019	\$14,200.00
April 1, 2019	\$14,200.00
May 1, 2019	\$1775.00
June 1, 2019	\$1775.00
<b>TOTAL</b>	<b>\$71,000</b>

Payment of expenses shall be made based on approval of statements submitted to the City with appropriate documentation.