

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2020-04

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KELTY AND ASSOCIATES FOR FISHERIES AND MARINE RELATED NATURAL RESOURCES CONSULTING SERVICES


WHEREAS, the Unalaska City Council has determined it is beneficial to the City of Unalaska to receive fisheries and marine related natural resources monitoring assistance; and

WHEREAS, the City of Unalaska wishes to retain the services of Frank Kelty of Kelty and Associates to perform consultant duties as directed by the City of Unalaska; and

WHEREAS, the Professional Services Agreement with Kelty and Associates has been drafted and negotiated.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the City Manager to enter into a Professional Services Agreement with Kelty and Associates, effective February 1, 2020 through January 31, 2021, for a fee not to exceed \$51,000.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on January 14, 2020.



Vincent M. Tutiakoff, Sr.
Mayor

ATTEST:



Marjie Veeder, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Erin Reinders, City Manager
Date: January 14, 2020
Re: Resolution 2020-04, authorizing the City Manager to enter into a Professional Services Agreement with Kelty and Associates for fisheries and marine related natural resources consulting services

SUMMARY: Frank Kelty is willing and able to provide consulting services for fisheries and other marine related natural resource issues. Resolution 2020-04 authorizes the City Manager to enter into a Professional Services Agreement with Frank Kelty of Kelty and Associates. Your packet includes both of these documents. Staff recommends approval.

PREVIOUS COUNCIL ACTION: Council has previously authorized and funded a full time permanent Natural Resource Analyst position, which provided many of the services considered this evening. For the past several years, this position has gone unfunded and elected officials, primarily, Frank Kelty, provided these services. The City Council accommodated this arrangement with travel authorizations and budget approvals for travel and related expenses.

BACKGROUND: The City of Unalaska's primary revenue source is related to the fishing industry. We have long had a staff member or Council member dedicated to monitoring these issues and communicating the impacts to Unalaska. Given the current economic environment, Council make up, staff capacity, and an interested contractor, the City Manager is bringing forward this Professional Services Agreement with Frank Kelty for Council's consideration.

DISCUSSION: Frank Kelty previously performed the responsibilities outlined in the scope of services as an employee of the City of Unalaska, and then as an elected official. He has long-standing relationships with the necessary individuals, organizations, and agencies that would allow him to transition into this role in a seamless fashion and fulfill the responsibilities outlined in the scope of services. The negotiated agreement is for one year, beginning February 1, 2020, but either party may terminate the agreement by providing a 30-day notice. The negotiated fee of \$51,000 includes work outlined in the scope of services as well as expenses, including necessary travel.

ALTERNATIVES: Council has two main alternatives beyond the recommended sole sourcing arrangement with Kelty and Associates, the benefits of which are outlined above.

One alternative is to issue an RFP for similar services. This would take additional time and would likely not result in cost savings. Although not the same service, it is also worth noting that this fee is well under what the City of Unalaska currently pays for lobbying services when considering this alternative. For comparison sake, the City of Unalaska currently pays \$76,000 annually for federal lobbying consulting services and \$71,000 annually for state lobbying consulting services.

A more costly alternative is to fund and fill a full-time position. The cost to the City would be approximately \$133,414 if we hired a full-time employee to provide these services. This accounts for salary and benefits, and does not account for office space and other related costs.

FINANCIAL IMPLICATIONS: The total fee is \$51,000. This includes all travel related expenses. This fee would be absorbed in the City Manager's budget in FY20, and will be included in the City Manager's Professional Services line item as we prepare for the FY21 budget.

LEGAL: None needed.

STAFF RECOMMENDATION: Staff recommends approval.

PROPOSED MOTION: Move to adopt Resolution 2020-04.

CITY MANAGER COMMENTS: I recommend Council approve this resolution.

ATTACHMENT: Proposed Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into the ____ day of January 2020, by and between the City of Unalaska, PO Box 610, Unalaska, Alaska, 99685, a municipal corporation organized under the laws of the State of Alaska, hereafter "City" and Kelty and Associates, 43915 Via Granada, Palm Desert, California, 92211, hereinafter designated as "Consultant".

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

1. Consultant agrees to perform all work described in Appendix A, "Scope of Services".
2. Consultant 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. Consultant shall furnish all the material, equipment, labor and other services to accomplish the Scope of Services. Further, Consultant is responsible for making and paying for all necessary travel arrangements in relation to performance of the Scope of Services.
4. Consultant agrees to comply with the terms for a cost not to exceed as stated in Appendix B "Payment".
5. City shall pay the Consultant according to the payment schedule as described in Appendix B.
6. The term of this agreement shall be for one year and commence February 1, 2020, and terminating on January 31, 2021. This contract may be terminated with thirty (30) days written notice by either party.
7. The City retains the right to negotiate differences that may arise in performance of the Scope of Services.
8. As applicable, the Consultant agrees to abide by existing State and Federal laws and to provide for strict compliance with the same as they related to the following:
 - a. Equal Employment Opportunity (EEO);
 - b. Workmen's Compensation Insurance; and
 - c. The Consultant agrees that compliance with the above is the responsibility of the Consultant and that the City Shall be held harmless for any resulting violation of these requirements.
9. General Liability: All legal action or claims including defense costs resulting from damages sustained by any person or property arising from the Consultant's performance of this contract which will result in joint liability of the City and Consultant 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.

CITY OF UNALASKA

Erin Reinders
City Manager

STATE OF ALASKA)
) ss.
Third Judicial District)

The foregoing instrument was acknowledged before me this _____ day of January 2020, by ERIN REINDERS, City Manager for the City of Unalaska, a First Class Alaska Municipal Corporation, on behalf of the City of Unalaska.

Notary Public, State of Alaska
My Commission expires: _____

KELTY AND ASSOCIATES

FRANK V. KELTY

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA)
) ss.
County of _____)

On the ____ day of January 2020, before me, _____, a Notary Public in and for the State of California, personally appeared FRANK V. KELTY, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person and entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
State of California

APPENDIX A

Scope of Services

Consultant agrees to provide the following **fisheries and marine-related natural resource services**:

- 1) Monitor scientific and regulatory data as well as state and federal laws, policies, and regulations pertaining to fisheries and marine-related natural resource management.
- 2) Provide assistance and guidance on the protection, development and management of natural resources within or affecting the City; address questions regarding legal, permitting, technical, and analytical details of fisheries and related natural resource development programs and regulations.
- 3) Provide written updates (on a monthly basis, at minimum) on fisheries information to the City Manager, Directors, Mayor and Council. This includes, but is not limited to, harvests, bycatch and endangered species issues.
- 4) Provide budgetary fisheries revenue projections to the Finance Director and City Manager for the annual budget process.
- 5) Work with city staff, city council and consultants to develop written responses or talking points related to federal and state regulatory changes and natural resource issues.
- 6) Address state and federal officials on behalf of the community at public hearings and providing public testimony as needed.
- 7) Assist Unalaska Crab, Inc. in their responsibilities.
- 8) Attend selected City Council meetings and state or federal resource management meetings (in person or telephonically), traveling when necessary. This includes up to 6 trips in total annually, including participation in meetings of the following:
 - a) North Pacific Fisheries Management Council (NPFMC)
 - b) State of Alaska Board of Fisheries (BOF)
 - c) City Council and Unalaska Crab, Inc.
 - d) National Marine Fisheries Service

APPENDIX B
Payment

Total payment under this Contract shall not exceed \$51,000, which includes expenses associated with travel, lodging, food, copying and similar type expenses necessary for the completion of this contract.

Payment for services shall be made to Consultant in monthly installments on the 10th day of each month in accordance with the following schedule:

DATE	AMOUNT
February 1, 2020	\$4,250
March 1, 2020	\$4,250
April 1, 2020	\$4,250
May 1, 2020	\$4,250
June 1, 2020	\$4,250
July 1, 2020	\$4,250
August 1, 2020	\$4,250
September 1, 2020	\$4,250
October 1, 2020	\$4,250
November 1, 2020	\$4,250
December 1, 2020	\$4,250
January 1, 2021	\$4,250
TOTAL	\$51,000