

## CITY MANAGER'S REPORT

TO: Mayor Tutiakoff  
City Council Members

FROM: William Homka, Acting City Manager

DATE: April 25, 2023

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- **City Manager Candidate:** I want to thank city staff for the work put into preparing for the recent candidate visit and interview. It always takes some extra effort to develop meaningful itineraries, social functions, and community and facility tours.
  - **Employee Classification and Compensation Study:** A Request for Proposals (RFP) was issued by HR/Administration on April 14, 2023. Proposals are due on May 14, 2023.
  - **Trilateral:** I received a draft copy of the First Amended and Restated Memorandum of Understanding between the Q-Tribe and Ounalashka Corp. A copy of the draft agreement is attached. I recommend approval of the new agreement.
  - **Library Project:** Grand Re-Opening Ceremony is scheduled for Sunday April 30, 2023 1:00pm.
  - **IBU Negotiation Schedule:** Proposed to begin the week of April 24. Admin and Ports have been preparing for the negotiations.
  - **Staffing Update:** Administration has received a proposal from Wilson Albers to assist HR/Admin with the backlog of work it has been experiencing. Numerous positions have been filled. The following table illustrates the present status of each department.

Department	Openings
Utilities	3 (not including line crew)
Public Works	1
Administration	1
Fire	2
Finance	2
Planning	2
CMO	1
Clerks	0
Ports	0
PCR	0
Police	4
<b>TOTAL</b>	<b>16</b>

**FIRST AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
QAWALANGIN TRIBE OF UNALASKA, THE CITY OF UNALASKA, AND THE  
OUNALASHKA CORPORATION**

**I. INTRODUCTION/PURPOSE**

The Qawalangin Tribe of Unalaska (Tribe), the City of Unalaska (City) and the Ounalashka Corporation (OC) (together Trilateral Coalition) are focused on diversifying the Unalaska community beyond commercial fishing and creating strong local, state and federal infrastructure on a geographically important island and region - Unalaska. As part of this goal, and in preparation for a Subject Matter Expert (SME) Assessment by the Soldiers from the 351st Civil Affairs Command Functional Specialty Team and a Leaders' Reconnaissance ISO for the Innovative Training Readiness (IRT) program, on August 27, 2020 the Trilateral Coalition entered into a Memorandum of Understanding (MOU). The purpose of the MOU was, among other things, to improve communication among responsible entities and to coordinate an appropriate response to IRT issues on the Island.

The 2020 IRT Team focused on building rapport and identifying projects and programs for assessment where Functional Specialty Team (FxSP) expertise could help prioritize community efforts to ensure the health, well-being, and prosperity of Unalaska for future generations. Areas that were targeted for assessment included: Public Health; Public Administration; Environmental Management; Economic Development; Public Works & Utilities; and Public Communications.

Since the goal of the Trilateral Coalition *remains* to diversify the Unalaska community, improve communication among the Trilateral Coalition and coordinate an appropriate response to issues on the Island involving public health, public administration, environmental management, economic development public works and utilities and public communications, among others, the Trilateral Coalition hereby agrees to amend and completely restate the MOU as follows.

**II. AUTHORITY**

This Amended and Restated MOU is entered into pursuant to the authority of Tribal, City and State Law, including the Constitution of the Qawalangin Tribe of Unalaska, the Ordinances adopted by the Unalaska City Council and the Articles of Incorporation of the Ounalashka Corporation.

**III. ORGANIZATION**

The Trilateral Coalitions shall consist of, at a minimum, the CEO of the Tribe, or designee; the City Manager of the City, or designee; and the CEO of OC, or designee. Both the member and the designee may attend meetings of the Trilateral Coalition and participate in discussions. Both the member and the designee shall have appropriate education or training in planning and infrastructure issues to participate effectively in the Trilateral Coalition. The Trilateral Coalition shall attempt to achieve consensus in its decision-making. In the event that consensus cannot be achieved, final decisions shall be made in accordance with each party's independent authority.

#### **IV. ROLE AND RESPONSIBILITIES**

The Trilateral Coalition shall:

- A. Convene every 30 days, or more or less often, as required to evaluate and analyze community issues over the coming 12-month period. Attendance may occur in-person, by telephone conference call or by video conference call, at each respective member's discretion.
- B. Endeavor to develop protocol concerning the means of processing various community problems and needs, which shall become appendices to this Amended and Restated MOU if reduced to writing.

#### **V. CONTACT INFORMATION**

Points of contact for the agencies are attached to this document and shall be updated periodically as changes occur.

#### **VI. GENERAL PROVISIONS**

- A. Nothing in this Amended and Restated MOU shall be construed as requiring the obligation, appropriation, or expenditure of any monies from the federal, state, city, corporate or tribal treasuries.
- B. This Amended MOU may be renegotiated, amended, extended, or modified by written amendment to this MOU executed by authorized officials of the Parties.
- C. This Amended MOU may be terminated by mutual agreement of the Parties. Any individual party may withdraw from this Amended MOU by providing 30-days advance written notice to the others.
- D. Nothing in this Amended MOU is intended to create any rights in any third party and no obligations or responsibilities in this Amended MOU shall be enforceable by any third party.
- E. All parties agree to carry general liability insurance to cover any potential claims, including, but not limited to, personal injury, or death, property damage, lawsuit, and/or cause of actions.
- F. This Amended MOU shall become effective \_\_\_\_\_, 2023, or the date last signed below.
- G. All parties agree to carry general liability insurance to cover any potential claims, including, but not limited to, personal injury or death, property damage, lawsuit, and/or cause of actions.

Dated: \_\_\_\_\_, 2023

The Qawalangin Tribe of Unalaska,

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Its President,

Dated: \_\_\_\_\_, 2023

The City of Unalaska,

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Its Mayor,

Dated: \_\_\_\_\_, 2023

The Ounalashka Corporation

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Its Chairman.