

CITY OF UNALASKA
UNALASKA, ALASKA

RESOLUTION 2026-34

A RESOLUTION OF THE UNALASKA CITY COUNCIL AUTHORIZING THE INTERIM 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 pursuant to the attached Professional Services Agreement.

NOW THEREFORE BE IT RESOLVED that the Unalaska City Council authorizes the Interim City Manager to enter into a Professional Services Agreement with Kelty and Associates, effective July 1, 2026, through June 30, 2027, for a fee not to exceed \$68,900.

PASSED AND ADOPTED by a duly constituted quorum of the Unalaska City Council on June 9, 2026.


Thomas D. Bell
Mayor Pro Tem

ATTEST:


Estkaren P. Magdaong, CMC
City Clerk



MEMORANDUM TO COUNCIL

To: Mayor and City Council Members
From: Abner Hoage, Interim City Manager
Date: June 9, 2026
Re: Resolution 2026-34 Authorizing the Interim 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 continue providing consulting services to the City for fisheries and other marine-related natural resource issues. His current contract expires at the end of June, and staff reached out to determine his interest in continuing these services. As shown in his letter of interest, Mr. Kelty is interested in continuing for FY27.

Mr. Kelty requested a salary adjustment, noting that his rate has remained unchanged for two years despite increased travel and cost-of-living expenses. Following discussion, staff recommends a 6% cost-of-living adjustment, increasing the annual fee from \$65,000 to \$68,900. Resolution 2026-34 authorizes the Interim City Manager to enter into a one-year Professional Services Agreement with Kelty and Associates for FY27. Staff recommends approval.

PREVIOUS COUNCIL ACTION: Council previously authorized and funded a full-time Natural Resource Analyst position, which provided many of the services included in the proposed agreement. The position has been vacant since Mr. Kelty retired in September 2015 and has been unfunded for several years. Mr. Kelty subsequently provided these services as an elected official and then on a contract basis beginning February 1, 2020. Council last addressed this agreement on June 10, 2025, when they adopted Resolution 2025-40, authorizing an agreement for July 1, 2025, through June 30, 2026.

BACKGROUND: The City of Unalaska's primary revenue source is related to the fishing industry. The City has long relied on a dedicated staff member or Council member to monitor fisheries issues and communicate impacts to Unalaska. Mr. Kelty has provided these services in various capacities for many years—first as a City employee, then as an elected official, and most recently as a contractor.

Staff reached out to determine his interest in continuing to provide these services, and as reflected in his letter of interest, Mr. Kelty is willing to continue for FY27. He brings a unique and deep understanding of the community, the fishing industry, and the political environment. His longstanding relationships and credibility within the fisheries sector allow him to effectively represent Unalaska's interests. Mr. Kelty has consistently delivered high-quality work and has been a tireless advocate for Unalaska, playing a significant and defining role in securing \$3.7 million in Fisheries Disaster Relief funding in FY25.

Given the current economic environment, staff capacity, and the availability of an experienced contractor, the Interim City Manager is bringing forward this Professional Services Agreement with Kelty and Associates for Council consideration.

DISCUSSION: Frank Kelty has performed the responsibilities outlined in the scope of services for many years and continues to do so at a high level. His institutional knowledge, professional relationships, and deep familiarity with the fisheries industry make him uniquely qualified to serve as the City's fisheries and natural resources consultant. His advocacy on behalf of Unalaska has been instrumental in advancing the City's interests, including his significant contribution to securing \$3.7 million in Fisheries Disaster Relief funding in FY25.

Mr. Kelty requested a salary adjustment for FY27, noting that his rate has remained unchanged for two years while travel and operational costs have increased. Following discussion, he indicated that a 6% increase would be appropriate. Staff concurs that this adjustment is reasonable and consistent with cost-of-living trends. The resulting annual fee is \$68,900, inclusive of all expenses, including travel.

ALTERNATIVES:

Council may choose to issue an RFP for similar services, which may result in increased fees. For comparison, the City currently pays \$82,600 annually for federal lobbying services and \$71,000 annually for state lobbying services.

Council may also consider funding and filling a full-time position. Based on the 2024 compensation study, adjusted for cost of living, the estimated cost would exceed \$195,700 annually, not including office space or related costs.

FINANCIAL IMPLICATIONS: The total fee is \$68,900 inclusive of all expenses. This amount is included in the City Manager's FY27 budget.

LEGAL: None needed.

STAFF RECOMMENDATION: Staff recommends approval.

PROPOSED MOTION: This item is included on the Consent Agenda and will be included in the motion to adopt the Consent Agenda. If Council wishes to discuss this item, they may choose to move the item to the Regular Agenda for discussion. The suggested motion in that event is to move to adopt Resolution 2026-34

ATTACHMENT:

- Letter of Interest – Kelty and Associates
- Proposed Professional Services Agreement – Kelty and Associates

KELTY & ASSOCIATES

Date: April 7, 2026

To: Abner Hoage, City Manager.
City of Unalaska PO Box 610
Unalaska, Alaska 99685

From: Kelty and Associates
43915 Via Granada
Palm Desert CA, 92211

Dear Mr. Hoage

This is my letter of interest to continue as the City of Unalaska Resource Analyst for another year extension from July 1, 2026, to June 30, 2027. I would hope that a salary increase would be of consideration, as I have been at the same salary level for two years.

Best Regards

A handwritten signature in black ink, appearing to read 'Frank Kelty', with a long horizontal flourish extending to the right.

Frank Kelty, President
Kelty & Associates

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____ 2026, 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 the "City" and Kelty and Associates, 43915 Via Granada, Palm Desert, California, 92211, hereafter "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.
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 twelve months, commencing on July 1, 2026, and terminating on June 30, 2027. 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;
 - b. Workers' 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

By: _____
Abner Hoage
Interim City Manager

STATE OF ALASKA)
) ss.
Municipality of Unalaska)

The foregoing instrument was acknowledged before me this _____ day of June 2026, by Abner Hoage, Interim City Manager for the City of Unalaska, an Alaska municipal corporation, on behalf of the City of Unalaska.

Notary public, state of Alaska
My commission expires: _____

KELTY AND ASSOCIATES

By: _____
Frank V. Kelty

STATE OF CALIFORNIA)
) ss.
County of Riverside)

On the ____ day of June 2026, 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 analyst 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, Department Directors, Mayor and City 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) Provide written documentation for methodology regarding revenue projections to the Finance Director and City Manager.
- 6) 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.
- 7) Address state and federal officials on behalf of the City at public hearings and provide public testimony as needed.
- 8) Assist Unalaska Crab, Inc. in their responsibilities.
- 9) 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 annually, for participation with the groups listed below:
 - a) North Pacific Fisheries Management Council (NPFMC)
 - b) State of Alaska Board of Fisheries (BOF)
 - c) Unalaska City Council and Unalaska Crab, Inc.
 - d) National Marine Fisheries Service (NMFS)

APPENDIX B
PAYMENT

Total payment under this contract shall not exceed \$68,900, which amount includes expenses associated with travel, lodging, food, copying and similar type expenses necessary for the completion of the scope of services.

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
July 1, 2026	\$5,741.67
August 1, 2026	\$5,741.67
September 1, 2026	\$5,741.67
October 1, 2026	\$5,741.67
November 1, 2026	\$5,741.67
December 1, 2026	\$5,741.67
January 1, 2027	\$5,741.67
February 1, 2027	\$5,741.67
March 1, 2027	\$5,741.66
April 1, 2027	\$5,741.66
May 1, 2027	\$5,741.66
June 1, 2027	\$5,741.66
Total	\$68,900.00