

**City of Kodiak Regular Council Meeting Agenda for July 12, 2018, 2018
7:30 p.m., at 710 Mill Bay Road, Assembly Chambers (Room 232)**

- I. Call to Order/Roll Call**
Invocation/Pledge of Allegiance

- II. Previous Minutes**
Approval of Minutes of the June 14, 2018, Regular Council Meeting.....1

- III. Persons to Be Heard**
 - a. Public Comments (limited to 3 minutes) (486-3231)

- IV. Unfinished Business**
 - a. Second Reading and Public Hearing, Ordinance No. 1380, Amending Kodiak City Code Chapter 2.12, Relating to the Fire Department Employee Residency Requirement.....10

- V. New Business**
 - a. Authorization of FY2019 Special Services Contract With Alaska Department of Public Safety14
 - b. Authorization of Animal Shelter Operation Contract With the Humane Society of Kodiak.....18
 - c. Authorization of Marketing and Tourism Development Agreement With Discover Kodiak.....26
 - d. Non-objection to the Transfer of Liquor Licenses 1155 and 1156 for CNG, Inc. dba Tony’s Bar and Tony’s Liquor.....33
 - e. Authorization of Novation Agreement for Borrow Material Permit No. 14-256
 - f. Authorization of the Five-Year Regional and Community Jail Contract with the Alaska Department of Corrections.....68

- VI. Staff Reports**
 - a. City Manager
 - b. City Clerk

- VII. Mayor’s Comments**

- VIII. Council Comments**

- IX. Audience Comments** (limited to 3 minutes) (486-3231)

- X. Adjournment**

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<p>DRAFT</p>

**MINUTES OF THE REGULAR COUNCIL MEETING
OF THE CITY OF KODIAK
HELD THURSDAY, JUNE 14, 2018
IN THE BOROUGH ASSEMBLY CHAMBERS**

I. MEETING CALLED TO ORDER/INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Pat Branson called the meeting to order at 7:30 p.m. Councilmembers Randall C. Bishop, Charles E. Davidson, Daniel Mckenna-Foster, Richard H. Walker, and John B. Whiddon were present and constituted a quorum. Councilmember Laura B. Arboleda was absent. City Manager Mike Tvenge, City Clerk Debra Marlar, and Deputy Clerk Michelle Shuravloff-Nelson were also present.

Salvation Army Major Dave Davis gave the invocation and the Pledge of Allegiance was recited.

II. PREVIOUS MINUTES

Councilmember Whiddon MOVED to approve the minutes of the May 24, 2018, regular meeting as presented.

The roll call vote was Councilmembers Bishop, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

III. PERSONS TO BE HEARD

a. Proclamation: Declaring Filipino American Heritage Month

Mayor Branson read the proclamation, which recognizes Filipino Americans for their vital contributions to our community and urges citizens to participate in festivities celebrating the rich heritage and traditions of the Philippine Islands.

Mary Guilas-Hawver, Chair of the Fil-Am Board, accepted the proclamation. She said they are very proud to be members of the Kodiak community. She said there is a barbeque at Buskin to celebrate friendship day on July 4, 2018, and she welcomed the public to attend.

b. Public Hearing About Amending Sections 9 and 12 of the Schedule of Fees, Charges, and Tariffs

The City sets its fees and charges for various services by a resolution of the Council. The Council has requested a public hearing for Resolution No. 2018-07, Amending Section 9, (Harbor) and Section 12 (Parks and Recreation) of the Schedule of Fees, Charges and Tariffs. The proposed fee changes are recommended to become effective July 1, 2018.

Mayor Branson closed the regular meeting, opened and closed the public hearing when no one came forward to testify, and reopened the regular meeting.

c. Public Comments

Larry VanDaele voiced questions about the third party review process and stated his concern regarding bias prior to the investigation. He submitted a letter to the Mayor and Council.

IV. UNFINISHED BUSINESS

a. Second Reading and Public Hearing, Ordinance No. 1378, Amending Title 5 With the Renumbering of KCC Chapter 7.40 to Chapter 5.24 and the Addition of New Sections for Marijuana Businesses, and Amending Chapter 8.48 to Reflect Alaska Marijuana Law

Mayor Branson read Ordinance No. 1378 by title. On November 4, 2014, Alaska voters passed Ballot Measure 2, An Act to Tax and Regulate the Production, Use, and Sale of Marijuana, which initiated the State and Statewide municipalities to begin to determine how to regulate marijuana on both State and municipal levels. Subsequently, the Council adopted Resolution No. 2016-16, Establishing a Marijuana Advisory Special Committee, to recommend guidelines for implementing taxation, regulation, production, sale, and use of marijuana within the Kodiak City limit. The Committee met nine times from June 2016 through April 2017 and brought forward for Council consideration regulations and policies governing marijuana establishments within the Kodiak City limit. Staff met with Kodiak Island Borough Planning officials to discuss zoning and land use regulations pertaining to marijuana. Staff then met with the City attorney and requested he draft an ordinance to include the recommendations accepted by the City Council in October 2017. The Council reviewed the ordinance at the May 8, 2018, work session, and further refinements were made.

Councilmember Davidson MOVED to adopt Ordinance No. 1378.

Mayor Branson closed the regular meeting, opened and closed the public hearing when no one came forward to testify, and reopened the regular meeting.

The roll call vote was Councilmembers Bishop, Davidson, Walker, and Whiddon in favor. Mr. Mckenna-Foster opposed. Councilmember Arboleda was absent. The motion passed.

a. Second Reading and Public Hearing, Ordinance No. 1379, Approving a Terminal Operation Contract and a Pier II Use and Upland Agreement With American President Lines LTD

Mayor Branson read Ordinance 1379 by title. Ordinance No. 1379 authorizes the City of Kodiak to enter into the following agreements with American President Lines, LTD (APL): a Pier II Use and Upland Lease Agreement for a term of five years, plus an option for two five-year renewals upon mutual agreement; and a Terminal Operating Contract for a term of five years, plus two five-year renewals upon mutual agreement.

Councilmember Walker MOVED to adopt Ordinance No. 1379.

Mayor Branson closed the regular meeting, opened and closed the public hearing when no one came forward to testify, and reopened the regular meeting.

The roll call vote was Councilmembers Bishop, Davidson, Walker, and Whiddon in favor. Councilmember Mckenna-Foster opposed. Councilmember Arboleda was absent. The motion passed.

V. NEW BUSINESS

a. **First Reading, Ordinance No. 1380, Amending Kodiak City Code Chapter 2.12, Relating to the Fire Department Employee Residency Requirement**

The Kodiak Fire Department requires employees meet stringent stipulations as a condition of hire. Among these stipulations is a requirement of staff to live within 5.5 miles of the station, maintain a land line telephone in residence, and meet medical requirements to fulfill the duties of firefighting. Due to increased housing costs and availability, the Fire Chief has requested the mileage requirement be lengthened to 12 miles in order to allow staff more cost effective housing choices. In addition, the Chief has requested the land line phone requirement be amended to accept cell service as an alternative. The final change to this section clarifies language pertaining to pre employment physicals and physical ability tests.

Councilmember Whiddon MOVED to pass Ordinance No. 1380 in the first reading and advance to second reading and public hearing at the next regular or special meeting.

The roll call vote was Councilmembers Bishop, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

b. **Resolution No. 2018–07, Amending Sections 9, and 12 of the Schedule of Fees, Charges, and Tariffs**

The City sets its fees and charges for various services by a resolution of the Council. The City Council identified the importance of an annual review and update of the schedule of fees and charges by including this as a budget goal since FY2011. Staff completed the review and submitted a list of proposed changes to fees pertaining to the Harbor and Parks & Recreation departments. Changes are proposed to take effect on July 1, 2018.

Councilmember Bishop MOVED to adopt Resolution No. 2018–07.

The roll call vote was Councilmembers Bishop, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

c. **Authorization of Bid Award for FY2019 Sodium Chloride**

Each year Public Works combines deicing salt with ¼ inch rock chips for winter deicing and traction control on City streets and parking lots. Annually, the quantity of product requested is based on the remaining stock on hand and the previous winter's consumption. A bid was advertised on April 25, 2018, for 250 tons of salt for winter deicing. Three bids were opened on May 30. While Round Butte Products was the apparent low bidder, Kodiak City Code 3.12.060 provides for a 10% local bid preference. Spenard Builders Supply, dba Polar Supply, met the requirements for local bid award.

Councilmember Whiddon MOVED to authorize the FY2019 sodium chloride bid to Spenard Builders Supply, dba Polar Supply, in the amount of \$98,440 with funds coming from the FY2019 Public Works Department, Street Supplies account.

The roll call vote was Councilmembers Bishop, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

d. Authorization of Bid Award for Annual Sidewalk, Curb, and Gutter Repairs, Project No. 19-01/ 5003

Annually, the City issues bids for the repair and replacement of damaged sections of sidewalk, curb, and gutters at various locations throughout the City. The bid was advertised on April 24 and opened on May 25, 2018. One bid was received.

Councilmember Walker MOVED to authorize the bid award for the annual sidewalk, curb, and gutter project to Golden Alaska Excavating LLC in an amount not to exceed \$50,270 with funds coming from the Street Improvement Capital Fund, Annual Sidewalk Curb and Gutter project, Project No. 19-01/5003 and authorize the City Manager to execute the award documents on behalf of the City.

The roll call vote was Councilmembers Bishop, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

e. Authorization of Parts Purchase and Installation to Perform Repairs to the Marine Travelift in Kodiak Shipyard as Provided in Quotation No. 2018/05/09 From Kendrick Equipment (USA), LLC

In May Kendrick Equipment performed an inspection on the Travelift in Kodiak Shipyard for the purpose of maintaining the lift’s certification as a large crane. Several items needing repair or replacement were identified and outlined in their inspection report. Kendrick Equipment is the sole provider of Marine Travelift parts and service for the State of Alaska.

Councilmember Davidson MOVED to authorize parts purchase and installation for repairs to the marine Travelift in the Kodiak shipyard as provided in Quotation No. 2018/05/09 from Kendrick Equipment (USA) LLC, in an amount not to exceed \$45,000, with funds from the Shipyard repair and maintenance account and authorize the City Manager to execute the documents on behalf of the City.

The roll call vote was Councilmembers Bishop, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

f. Authorization of Temporary Office Space Lease With American President Lines at Pier II

American President Lines (APL) is requesting a short-term lease of 3,000 square feet of van row 11 at Pier II for a portable office trailer for their freight business. APL needs a short-term lease so they can have the marine office staged and connected to utilities prior to June 30, 2018, when their lease with Matson is terminated. Staff recommends authorizing a lease at Pier II to

accommodate APL's office trailer until such time APL enters into a long-term lease with the City of Kodiak. The short-term lease shall be for a period not to exceed six months.

Councilmember Bishop MOVED to approve the lease with American President Lines, LTD, Record No. 237751, for temporary office space at Pier II for a period not to exceed six months and authorize the City Manager to execute the documents on behalf of the City.

The roll call vote was Councilmembers Bishop, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

g. Authorization of a Professional Services Contract for Interim Finance Director Services

The City is in need of a qualified Finance Director to perform all the functions and assume the responsibilities of the Finance Director position until a qualified full-time Finance Director is hired.

Councilmember Walker MOVED to approve professional services agreement, Record No. 237749, for interim finance director services with Karl Swanson with funds from the General Fund, Finance Administration, Salaries and Wages and Professional Services accounts and authorize the City Manager to execute and manage the contract.

The roll call vote was Councilmembers Bishop, Davidson, Walker, and Whiddon in favor. Councilmember Mckenna-Foster opposed. Councilmember Arboleda was absent. The motion passed.

h. Authorization of a Professional Services Contract for WWTP Upgrade, Phase I Condition and Process Assessment, Project No. 7522/18-04

The last Wastewater Treatment Plant (WWTP) Upgrade was completed in 1999. Generally, WWTP's are evaluated and upgraded approximately every 20 years. We have developed a concept plan using phases to complete the project. Phase I Condition and Process Assessment will include Phase 1A – Process Assessment - WWTP Effluent Disinfection Feasibility Study and Phase 1B – WWTP Condition Assessment. Once the initial assessment is completed, work scope for future phases will be brought to Council for approval in the form of contract amendments to CH2M.

Councilmember Walker MOVED to authorize the Professional Services Contract for WWTP Upgrade, Phase I Condition and Process Assessment, Project No. 7522/18-04 to CH2M in the amount of \$160,000 and authorize the City Manager to sign documents on behalf of the City.

The roll call vote was Councilmembers Bishop, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

i. Authorization of Professional Services Contract for Legal Services With Longenbaugh Law Firm, LLC

This authorization will assist the City with professional legal services for personnel matters. The City has been using Longenbaugh Law Firm, LLC for over a decade, and currently has open cases with this firm. Leslie Longenbaugh will continue serving the City until all cases are closed.

Councilmember Whiddon MOVED to authorize Contract No. 237750 with Longenbaugh Law Firm, LLC for professional legal services with funds from the General Fund, Legislative, Legal, Professional Services account and authorize the City Manager to sign documents on behalf of the City.

The roll call vote was Councilmembers Bishop, Davidson, Walker, and Whiddon in favor. Councilmember Mckenna-Foster opposed. Councilmember Arboleda was absent. The motion passed.

VI. STAFF REPORTS

a. City Manager

Manager Tvenge said the fisherman's crane is certified and operational at Oscar's Dock. He said the traffic lanes and crosswalks on Mill Bay were painted and highly visible. He said he and Interim Finance Director Swanson met with Mike Gordon and Roseanne Leydon from Marsh and McLennan Agency to discuss the upcoming increased insurance rates for 2019 and said the proposals will be disseminated to Council for further discussion. He said the Kodiak Public Library is operating under a new schedule, which includes closure on Sundays. He said he recently signed a zoning permit for the Alutiiq Memorial Park. He shared that KPD will open the satellite Police Station downtown in July. He said the American Legion will host the 4th of July parade with the same route as last year, which starts at Oscar's Dock.

b. City Clerk

Clerk Marljar announced the upcoming meetings for the City Council. She informed the public that the nominating petition packets for the City's 2018 Election will be available toward the end of July. She said to qualify to run for election as a Councilmember a citizen must be a registered voter, be 21 years of age, and have lived within City limits for one year.

Councilmember Whiddon added that the Fisheries Work Group will meet on July 11, 2018.

VII. MAYOR'S COMMENTS

Mayor Branson welcomed Karl Swanson and said she appreciated his return and she is pleased to have such a qualified individual providing interim financial services. She stated it is necessary to find the right fit for a full-time position instead of quickly filling it, which will be more cost efficient for the City long-term. She said the independent third party hiring committee met and will meet again next week. She shared updates will be forthcoming regarding the third party review process. She said Margaret Hall is turning 99 years old, and stated she has been a mentor, teacher, and is still very active in the community playing bridge and driving; she wished Mrs. Hall a happy birthday. She shared her thankfulness for America's Independence Day.

Mayor Branson said she attended the Borough meeting and suggested that the proposed consolidation committee include the participation of the City and Borough Managers as well as others appointed by the City Council and Borough Assembly.

VIII. COUNCIL COMMENTS

Councilmember Mckenna-Foster apologized for his absence at the work session. He said he heard there was a delay in the meeting schedule for the Economic Development Committee; he said he is hopeful the work continues to move forward and shared his concern that a committee member was in the process of scheduling a guest speaker during the summer. He spoke about the recent celebration of Memorial Day and emphasized that part of that celebration is the ability to write, to discuss, to dissent, and to think independently. He said he believes it is okay to inquire, and it is not wrong to ask questions, and he hopes that when he asks questions it does not make people uncomfortable, because he believes it results in a better product. He welcomed Karl Swanson as interim Finance Director.

Councilmember Walker wished Margaret Hall a happy birthday. He thanked the Fire Chief for the Fire department residency ordinance. He thanked Interim Finance Director Swanson for his return. He said he was happy to see the crane was installed and available to the public. He said he hopes everyone enjoys the summer and fishing.

Councilmember Bishop stated he had no comments.

Councilmember Davidson expressed a concern regarding the Woman's Bay land swap that was brought forward by Senator Sullivan's office. He said there was a potential for a new dock that could impede revenue for the City's Port and Harbors and could affect the future tariffs and wharfages collected. He said he hopes further discussion will occur on the potential impacts, which also includes traffic flow and the tidelands. He said with the City's infrastructure to maintain, this is an important topic and encouraged citizens to become aware of the economic impacts. Councilmember Davidson said the Fish & Wildlife and the USCG cannot comment due to pending legislation. He wished Margaret Hall a happy birthday.

Councilmember Whiddon said there was a recent Fisheries Work Group meeting and Sam Rauch, Deputy Assistant Administrator for NOAA was present and provided updates on the pink salmon disaster funds and pink salmon charter regulations, as well as a meet and greet opportunity. He said he was glad to have this interaction with Mr. Rauch. He congratulated Margaret Hall on her 99th birthday.

IX. AUDIENCE COMMENTS

None

X. ADJOURNMENT

Councilmember Davidson MOVED to adjourn the meeting.

The roll call vote was Councilmembers Bishop, Davidson, Mckenna-Foster, Walker, and Whiddon in favor. Councilmember Arboleda was absent. The motion passed.

The meeting adjourned at 8:45 p.m.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

Minutes Approved:

UNFINISHED BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager *MT*

Thru: Jim Mullican Jr., Fire Chief

Date: July 12, 2018

Agenda Item: **IV. a. Second Reading and Public Hearing, Ordinance No. 1380, Amending Kodiak City Code Chapter 2.12, Relating to the Fire Department Employee Residency Requirement**

SUMMARY: The Kodiak Fire Department requires employees meet stringent stipulations as a condition of hire. Among these stipulations is a requirement of staff to live within 5.5 miles of the station, maintain a land line telephone in residence, and meet medical requirements to fulfill the duties of firefighting. Due to increased housing costs and availability, the Fire Chief has requested the mileage requirement be lengthened to 12 miles in order to allow staff more cost effective housing choices. In addition, the Chief has requested the land line phone requirement be amended to accept cell service as an alternative. The final change to this section clarifies language pertaining to pre employment physicals and physical ability tests.

PREVIOUS COUNCIL ACTION: Council has modified this section three times. In 1996 the mileage requirement was increased from 3.5 miles to 5.5 miles. In 1971 rules and regulations were established for the operation of the department. In 1983 employment requirements were set. On June 14, 2018, Council passed Ordinance No. 1380 in the first reading and advanced to second reading and public hearing at the next regular or special meeting.

ALTERNATIVES:

- 1) Adopt Ordinance No. 1380 after the second reading and public hearing.
- 2) Amend or postpone Ordinance No. 1380
- 3) Do not adopt Ordinance No. 1380

FINANCIAL IMPLICATIONS: N/A

STAFF RECOMMENDATION: Staff recommends City Council approve this ordinance.

CITY MANAGER'S COMMENTS: This residency requirement has been discussed by the Fire Chief recently and is seen as an attractant to recruitment. Not only will new hires have the expanded residency option but others currently living on island would now become eligible. This change would allow residents of Bells Flats and Monashka to now be included. Extending this mileage beyond 12 miles

would delay response times and was not recommended by the Fire Chief. We need to maintain a robust staff within the Fire Department and this is a viable option.

ATTACHMENTS:

Attachment A: Ordinance No. 1380

PROPOSED MOTION:

Move to adopt Ordinance No. 1380.

**CITY OF KODIAK
ORDINANCE NUMBER 1380**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK AMENDING
KODIAK CITY CODE CHAPTER 2.12, RELATING TO THE FIRE DEPARTMENT
EMPLOYEE RESIDENCY REQUIREMENT**

BE IT ORDAINED by the Council of the City of Kodiak, Alaska, that Kodiak City Code Section 2.12 be amended to read as follows:

2.12.130 Employment – qualifications. The emergency personnel of the department shall consist of such able-bodied persons as may be hired by the chief. Anyone accepting regular employment with the department shall establish residency within ~~5.5~~ 12 road miles of the fire station within 180 days following the date of hire and shall maintain telephone service ~~within the individual's residence~~. Determination of whether candidates for employment are able-bodied shall be made by the chief after a pre-employment medical examination and physical ability test examination has been made in a manner prescribed by the chief and approved by the city manager.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading: June 14, 2018

Second Reading:

Effective Date:

NEW BUSINESS

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager *MT*

Thru: Timothy Putney, Chief of Police

Date: July 12, 2018

Agenda Item: **V. a. Authorization of FY2019 Special Services Contract With Alaska Department of Public Safety**

SUMMARY: The Alaska Department of Public Safety (DPS) requests the renewal of its contract with the City to provide services, which support the mission and operations of the Alaska State Troopers (AST) and Alaska Wildlife Troopers (AWT) in Kodiak. In exchange for providing these services, DPS will compensate the City with \$78,750 for FY2019. Staff recommends Council authorize the FY2019 Special Services Contract with the Alaska Department of Public Safety.

PREVIOUS COUNCIL ACTION: Council has approved this contract in previous years.

DISCUSSION: The Alaska Department of Public Safety has contracted with the City to provide support services to Kodiak based Alaska State Troopers for over fifteen years.

If Council approves this contract, the City will provide the following services:

1. Dispatch service during emergencies for up to 48-consecutive hours.
 - a. Emergencies are defined as those instances where natural or manmade disasters prevent AST from utilizing regular dispatch capabilities.
 - b. In the event the City is required to provide more than 48-consecutive hours of dispatch service to AST, the City shall be reimbursed for the costs of services at a rate of \$24.43 per hour.
2. Provide administrative support to AST by processing, filing, recording, entering into/deleting from the Alaska Public Safety Information Network (APSIN)/National Crime Information Center (NCIC) database, and returning to the court all process relative to Kodiak Police Department cases, investigations and business.
3. Provide field support to AST, by serving in the corporate limits of the City of Kodiak, court process relative to Kodiak Police Department cases, investigations, and business.
4. Provide one correctional transport officer or one police officer, to transport and guard prisoners appearing in the Kodiak Court.

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ALTERNATIVES:

- 1) Council may approve this contract in which case continuity of operations with essential criminal justice services, i.e. process service, and prisoner guarding and transportation shall be maintained. Staff believes this is in the best interest of public safety in Kodiak.
- 2) Council may choose not to approve this contract. If this contract is not approved AST will be responsible for providing these services. The Department does not have the local resources to do this. Staff's assessment is this would be contrary to the interest of public safety.

FINANCIAL IMPLICATIONS: The City's FY2019 budget reflects \$78,750 in revenue for this contract. Staff does not foresee any financial implications to the City because of approving the contract, and under the terms of FY2019 contract, staff believes the City will be adequately compensated for the services KPD will be obligated to provide.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends Council authorize the FY2019 Special Services Contract with the Alaska Department of Public Safety for \$78,750.

CITY MANAGER'S COMMENTS: The City has contracted these services with the Alaska State Troopers to support their operations in Kodiak for over fifteen years. The FY2019 contract contains the same terms as Council approved last year. The Chief believes the additional services are manageable and worthwhile to both the City and Alaska State Troopers. I support staff's recommendation and ask Council to authorize me to sign the contract for FY2019.

ATTACHMENTS:

Attachment A: Alaska Department of Public Safety Contract for Special Services FY2019

PROPOSED MOTION:

Move to authorize the FY2019 Special Services Contract with the Alaska Department of Public Safety, Division of Alaska State Troopers, and authorize the City Manager to sign the contract on behalf of the City.

**ALASKA DEPARTMENT OF PUBLIC SAFETY
CONTRACT FOR SPECIAL SERVICES**

July 1, 2018 to June 30, 2019

GENERAL PROVISIONS

The parties. The parties to this contract are the Alaska Department of Public Safety (hereinafter referred to as the “Department”) and the City of Kodiak (hereinafter referred to as the “City”).

Sole Agreement. The City and the Department undertake this contract under the terms set forth below. This contract is the sole agreement between the parties relating to special services, and there are no other agreements, express or implied.

Effective Date/Termination/Amendments. This contract is effective July 1, 2018 and continues in force until June 30, 2019. Either party may terminate the agreement with thirty (30) days written notice to the other party. This agreement may be amended by written agreement of the parties.

1. The Department will pay the City for services provided in accordance with, and under the terms of, this contract. Payments will be made quarterly in the amount of \$19,687.50, for a total of \$78,750.00. Payment for services provided under this contract will be made in four payments in the amount of and covering the period indicated below:

Period Covered	Amount	Payment Process Can Be Initiated
07/01/18 - 09/30/18	\$19,687.50	10/01/18
10/01/18 - 12/31/18	\$19,687.50	01/01/19
01/01/19 - 03/31/19	\$19,687.50	04/01/19
04/01/19 - 06/30/19	\$19,687.50	06/01/19
12 Month Total	\$78,750.00	

2. The City will provide and perform the services specified in this contract to the satisfaction of the Department, in support of Department personnel and operations.

**ALASKA DEPARTMENT OF PUBLIC SAFETY
CONTRACT FOR SPECIAL SERVICES**

July 1, 2018 to June 30, 2019

SPECIFIC PROVISIONS

3. The City will:
- a. Dispatch services will be provided in emergency situations. Emergency situations are those instances where natural or man-made disasters disable DPS dispatch capabilities; such as earthquakes, fires, etc. The need for the City to provide dispatch service in these situations is not anticipated to last longer than forty eight hours. In the event the City is required to provide more than 48 consecutive hours of dispatch service, the City shall be reimbursed for all dispatch related services provided at the rate of \$24.43 per hour.
 - b. Provide administrative support to the Department by processing, filing, recording, entering into/deleting from APSIN/NCIC, and returning to the court, all process relative to Kodiak Police Department cases, investigations, and business;
 - c. Provide field support to the Department by serving in the corporate limits of the City of Kodiak court process relative to Kodiak Police Department cases, investigations, and business;
 - d. Provide one correctional transport officer or one police officer, to transport and guard prisoners appearing in the Kodiak Court.

IN WITNESS OF THIS AGREEMENT, the undersigned duly authorized officers have subscribed their names on behalf of the Department and the City respectively.

For the City of Kodiak:

For the Department of Public Safety:

By _____

By _____

Printed Name _____

Printed Name _____

Official Title _____

Official Title _____

Date _____

Date _____

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *MT*
Thru: Tim Putney, Chief of Police
Date: July 12, 2018

Agenda Item: V. b. Authorization of Animal Shelter Operation Contract With the Humane Society of Kodiak

SUMMARY: The City of Kodiak has contracted with the Humane Society of Kodiak (HSK) for the operation of the City animal shelter since 1995. Staff supports the work the Humane Society does for the City and community and recommends Council authorize the two-year contract with the Humane Society of Kodiak at an annual amount of \$125,000, which is reflected in the FY2019 budget adopted by Council on May 10, 2018.

PREVIOUS COUNCIL ACTION:

- Council has reviewed and approved multiple service contracts with the Humane Society since 1995.
- Council authorized the contract for FY2013-FY2014 on June 14, 2012.
- Humane Society representatives made a presentation on the services provided and the FY2015-FY2016 funding request to the Council at the March 25 and May 10, 2014, work sessions.
- Council approved the FY2015 and 2016 contract in June 2014.
- Council reviewed the proposed FY2017 and FY2018 contract at the June 7, 2016, work session.
- Council authorized the FY2017-FY2018 contract at the June 9, 2016, regular meeting.

DISCUSSION: The City and the Humane Society have been partners in providing a successful animal shelter for the past twenty-three years. The Council authorizes two-year agreements for the operation of the shelter, the last of which expired on June 30, 2018. The term of this proposed contract is once more a two-year term. The City's FY2019 budget as presented to Council in Ordinance No. 1375(SUB) reflects the FY2019 amount of \$125,000.

ALTERNATIVES:

- 1) Council may authorize the new two-year agreement with the Humane Society of Kodiak.
- 2) Council may amend, reduce, or not authorize the two-year contract.

FINANCIAL IMPLICATIONS: The current version of the FY2019 budget reflects an expenditure of \$125,000 for this contracted service in the General Fund, Police, Animal Control section of the budget

and the amount was presented to Council at the March 10, 2018, budget work session for the FY2019 budget review as part of the KPD budget.

LEGAL: Kodiak City Code 3.12.010 provides for contracted services with the City.

STAFF RECOMMENDATION: Staff recommends Council approve the attached two-year contract, ending June 30, 2020, with the Humane Society of Kodiak for the operation of the Kodiak Animal Shelter with funds coming from the General Fund, Police Department, Animal Control account.

CITY MANAGER'S COMMENTS: The City is fortunate to have a viable and active nonprofit organization run the animal shelter. The shelter enjoys wide community support. Costs would be much higher if City employees staffed the shelter. I recommend Council authorize the two-year agreement. However, Council may approve the contract at an amount determined by the majority of Council.

ATTACHMENTS:

Attachment A: FY2019-2020 contract between the Humane Society of Kodiak and the City

PROPOSED MOTION:

Move to authorize Contract No. 237762, ending June 30, 2020, with the Humane Society of Kodiak in the amount of \$125,000 each year for FY2019 and FY2020 with funds coming from the General Fund, Police Department, Animal Control account and authorize the City Manager to sign the documents on behalf of the City.

CITY OF KODIAK
CONTRACT NO. 237762
ANIMAL SHELTER SERVICES

THIS CONTRACT is made and executed on the date and year hereinafter last specified by and between the City of Kodiak, 710 Mill Bay Road, Kodiak Alaska (“the City”), and the Humane Society of Kodiak, P.O. Box 8783 Kodiak Alaska (“the Contractor”).

ARTICLE I

For and in consideration of the terms, covenants, conditions, and provisions contained herein, it is mutually agreed between the parties hereto as follows:

1. Agreement to Perform. The Contractor agrees to perform, complete, provide, and furnish in a timely manner all of the work, services, labor, and materials required to accomplish the work described in Article II hereof at the times, and in the manner, and for the consideration hereinafter set forth.

2. Term of Contract. This contract will be effective from July 1, 2018, and continue in force until June 30, 2020, except that, in addition to the termination provisions in Section 6 (Insurance), it may be terminated by either party upon thirty (30) days written notification to the other. This Contract may also be amended by written agreement of the parties.

3. Independent Contractor. The parties expressly agree that the Contractor shall be and is an independent contractor and is not an employee or agent of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides for the City's employees, including but not limited to, health insurance, life insurance, disability insurance, sick or annual leave, or workers' compensation. The City is interested only in the results to be achieved, and the contract and control of the work will lie solely with the Contractor. It is understood that the City agrees to use the Contractor exclusively for management and operation of the animal shelter.

4. Contractor Authority. The Contractor is hereby authorized to receive all domestic animals coming into its custody (i.e., impounded or owner surrendered), to place or humanely dispose of such animals that come into the animal shelter, and to manage and enforce the animal regulations for all impounded animals pursuant to all ordinances now in effect, or which may hereinafter be adopted. The Contractor shall accept all animals that can be safely maintained and cared for within the shelter facility provided by the City of Kodiak.

5. Contractor Qualified and Responsible for Personnel. (a) The Contractor represents it has, or will secure at its own expense, all personnel required to perform this Contract in a timely and proper manner. Such personnel shall not be employees or have any contractual relationship with the City, and the City shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any said persons.

(b) All of the services required under this Contract shall be performed by the Contractor or under its supervision.

(c) None of the work or services covered by this Contract shall be subcontracted without prior written approval of the City.

6. Insurance/Indemnification. (a) Public Liability Insurance. The Contractor shall maintain Public Liability Insurance with a minimum of \$1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.

(b) Additional Insured. The following shall be listed as Additional Insureds: “The City of Kodiak, including all elected and appointed officials, all employees and City volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers. This coverage shall be primary to the City of Kodiak and not contributing with any other insurance or similar protection available to the City of Kodiak, whether other available coverage be primary, contributing, or excess.”

(c) Indemnification. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the City of Kodiak, its elected and appointed officials, employees, and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this contract.

(d) Notice of Cancellation Required. Ten (10) days Notice of Cancellation or Change, Non-Renewal, Reduction and/or Materials Change shall be sent to: City Clerk, 710 Mill Bay Road, Room 216, Kodiak AK 99615.

(e) Evidence of Coverage Required. Contractor shall provide to the City of Kodiak at the time that the Contract is presented to the City for execution, certificates of insurance and/or policies acceptable to the City of Kodiak as listed below:

One (1) copy of Certificate of Public Liability Insurance Workers' Compensation Insurance

One (1) copy of Certificate of Public Liability Insurance

(f) Continuation of Coverage. If the above coverage expires during the term of this Contract, Contractor shall deliver renewal certificates and/or policies to the City of Kodiak at least ten (10) days prior to the expiration date. Contractor shall not commence with operations under this Contract until they have obtained the coverage required under the terms of this Contract. All coverage shall be with insurance carriers licensed and admitted to do business in the State of Alaska. All coverage shall be with carriers acceptable to the City of Kodiak. If Contractor fails to comply with the insurance requirements of this Contract, the City of Kodiak may terminate the Contract on ten (10) days written notice. Contractor covenants to maintain all insurance policies required in this Contract for the period of time in which a person may commence a civil action as prescribed by the applicable statute of limitations. The coverage required by this Contract shall cover all claims arising in connection with Contractor's use under this Contract, whether or not asserted during the term of this Contract and even though judicial proceedings may not be commenced until after this Contract expires.

(g) Workers' Compensation Insurance. The Contractor shall provide and maintain, for all employees of the Contractor engaged in work under this Contract, Workers' Compensation Insurance as required by AS 23.30.045 or any other applicable statutes or regulations. The Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Contract.

7. Assignment or Delegation. The Contractor may not assign its rights or delegate its duties under this Contract, or any part of it, except with the prior written consent of the City.

8. Governing Law. This Contract shall be governed by the laws of the State of Alaska and any suit or legal action hereon shall be brought only in the courts of said State, in the Third Judicial District at Kodiak, Alaska.

9. Miscellaneous. (a) Relationship of Parties. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto. It being understood and agreed that neither method of computation of payment or any other provision contained herein, nor any act of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of the City and an independent contractor.

(b) Nonwaiver. The failure of the City to insist in any one or more instances upon the strict performance by the Contractor of any provision or covenant in this Contract may not be considered as a waiver or relinquishment for the future, but the provision or covenant will continue in full force. The waiver by the City of any provision or covenant in this Contract cannot be enforced or relied upon unless the waiver is in writing signed on behalf of the City by the City Manager or the City Manager's designee.

(c) Improvements. The Contractor shall make no alterations or additions to the Animal Shelter, or any City property associated with it, without first obtaining the written consent of the City Manager and, unless otherwise provided in such written consent, any improvements or additions constructed by the Contractor shall become the City's property upon their substantial completion.

(d) Liens. The Contractor shall keep the Animal Shelter free of all liens, pay all costs for labor and materials arising out of any construction or improvements by the Contractor on the Animal Shelter, and hold the City harmless from liability for any such liens, including costs and attorney fees.

(e) Severability. If any provision or covenant of this Contract is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

(f) Corporate Authority. If the Contractor is a corporation, the Contractor shall deliver to the City at the time of execution of this Contract a copy of a resolution of its board of directors authorizing the execution of this Contract and naming the officers that are authorized to execute this agreement on behalf of the corporation.

(g) Entire Agreement. This Contract sets forth all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the Animal Shelter whether oral or written. No modification or amendment of this Contract is effective unless in writing and signed by both the parties.

(h) Notice. Any notice required by this Contract must be hand delivered or sent by first class mail to the appropriate party at the address set forth on the last page of this Contract or to any other address, which the parties subsequently designate in writing.

ARTICLE II

In furtherance of these obligations, the Contractor shall perform, supply, and provide all the work, services, and materials as follows:

1. Management and Operation of Animal Shelter. (a) The Contractor shall furnish animal shelter services and humane disposal of animals, including but not limited to euthanasia at the Contractor's expense. Animal remains shall be incinerated at the Contractor's expense.

(b) The Contractor shall maintain proper housing for all animals, which come into its custody.

(c) The animal shelter shall be open a minimum of four hours per day, five days a week, including one weekend day, for the convenience of the public and to transact business in connection with the duties under this Contract and to receive animals or for the redemption of impounded animals. The shelter may be closed to the public two days a week and on national and state holidays.

(d) The Contractor shall consult directly with the City in developing programs and policies regarding operation of the animal shelter, implementing new program components, and recommending ordinance revisions.

2. Care of Impounded Animals. (a) Proper care includes, but is not limited to, adequate and sanitary food and water, regular cleaning of kennels and cages, and humane handling.

(b) The animal food used by the Contractor shall be of a satisfactory quality. Food and water shall be provided animals in adequate amounts and frequencies with water being supplied each animal at least once every twelve hours.

(c) The Contractor shall clean, disinfect and otherwise maintain the cages and pens where animals are kept frequently enough to assure animal health, prevent the spread of disease, and present a good appearance to visitors. Cleaning and disinfecting shall be no less than once per day.

(d) Consultations with a licensed veterinarian shall be made when veterinary care of impounded animals is necessary at the Contractor's expense, excluding animals impounded as a result of pending or potential civil or criminal prosecution.

(e) Transportation of sick or injured animals from the Animal Shelter to a veterinary is the responsibility of the Contractor.

3. Redemption, Adoption, and Disposition of Animals. (a) The Contractor shall, in accordance with Kodiak City Code Chapter 7.04, release animals impounded by the City Animal Control Officer to their owners upon presentation of a receipt from the Kodiak Police Department showing that all impound charges or other fees owed to the City have been paid in full.

(b) The Contractor shall promote and administer the adoption of unclaimed animals to responsible owners. The Contractor shall develop and have on file a program for adoption. The Contractor shall adhere to the City's policy of, wherever feasible, spaying or neutering and vaccinating all animals prior to adoption.

(c) Animals which are not reclaimed by owners within seventy-two hours after compliance with the provisions of KCC 7.04.118(a) or any other applicable provisions of law governing notification to the owner or custodian and are deemed suitable for adoption will become available for adoption to responsible persons.

(d) Animals not suitable for adoption will be humanely euthanized. The Contractor shall develop and have on file procedures regarding selection of animals to be euthanized.

4. Education on Animal Care and Treatment. The Contractor shall promote the proper and humane care and treatment of animals and to stimulate public support for such treatment and for the enforcement of City ordinances relating to animal control. The Contractor shall conduct tours of the animal shelter upon reasonable request. The Contractor shall educate the community through classroom visitations, radio interviews, newspaper articles, and public service announcements.

5. Training. The Contractor shall designate an employee as shelter manager and this employee is required to annually attend and complete a course in professional services relating to management and operation of an animal shelter or animal behavior. The Contractor shall provide the Kodiak Police Department with an outline of the course of instruction.

6. Enforcement of Animal Control Ordinances. (a) The Contractor shall, through qualified agents, observe and assist in the enforcement of all animal control ordinances relating to impounded animals.

(b) The Contractor shall cooperate with the City by following procedures required by Kodiak City Code Chapter 7.04 and Kodiak Island Borough Code Chapter 6.04 concerning persons or animals bitten by an animal in the City of Kodiak and the Kodiak Island Borough.

7. Collection of Fees and Keeping of Records. (a) The Contractor shall follow established City and/or Borough procedures regarding collection of dog license fees and impound fines, as applicable. Fees for animal licensing and impoundment are established by the Kodiak City Council and the Kodiak Island Borough Assembly and retained by them respectively. The Contractor has no authority to waive or reduce these fees. Other fees for services (e.g., adoption) will be established by the Contractor and retained by the contractor. Donations made to the animal shelter by members of the public will also be retained by the Contractor. The Contractor shall permit the City, at all reasonable times, to inspect and audit any records and shall make such reports of monies received and operational statistics as shall be required. The records shall be open to City inspection during regular office hours.

(b) The Contractor shall daily maintain, at the animal shelter, records of all animals impounded. Records shall include dates of intake and notation of history, behavior, health status, and any veterinary procedures of each animal while retained; detailed information on redemptions and adoptions (e.g., dates, fees, owner data, spay/neuter deadline, etc.); date and reason euthanized; licenses issued; correspondence with State and federal agencies; and complaints made by the public with response indicated.

(c) The Contractor shall submit a monthly activity report to the Kodiak Police Department by the twentieth day of the following month detailing the category of animals impounded at the shelter, disposition of animals, licenses issued, number of hours shelter was open to the public, fees collected by category, and veterinary services by category.

(d) The Contractor shall on July 31 of each year submit to the City a program report of the previous fiscal year's activities.

8. Liaison. The Contractor shall report to the City Animal Control Officer (ACO), who shall act a liaison between the Contractor and the City, for all matters relating to the Contractor's performance of its obligations pursuant to this Contract.

ARTICLE III

In accordance with the terms and conditions of this Contract, the parties hereto further agree as follows:

1. Assistance to Contractor's Agents. The ACO will provide assistance to the Contractor's agents upon the agent's request. Upon receiving a request for assistance, the ACO will evaluate the priority of the agent's request and respond in accordance with the terms of this contract, the policies and procedures of the City of Kodiak and the Kodiak Police Department, as time and other duties permit.

2. Amount of Contract, Method and Computation of Payment.

(a) The City shall pay the Contractor \$125,000 for FY2019 and \$125,000 for FY2020.

(b) The City shall pay the Contractor in equal quarterly installments, in advance.

(c) The Contractor shall be required to provide and pay for all consumable supplies and equipment, including but not limited to, food, cat litter, body bags, leashes, cleaning materials, paper, and medicines. The Contractor shall pay for veterinary care, and all utilities, with the exception of sewer and water services.

(d) The City shall provide the facility, license forms, dog license tags, and one telephone line.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this _____ day of _____ 2018.

CITY OF KODIAK
710 Mill Bay Road
Kodiak, AK 99615

HUMANE SOCIETY OF KODIAK
P. O. Box 8783
Kodiak, AK 99615

Mike Tvenge, City Manager

Linda Lance, President

Attest:

Witness:

Debra L. Marlar, City Clerk

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager *mt*

Date: July 12, 2018

Agenda Item: V. c. Authorization of FY2019 Marketing and Tourism Development Agreement With Discover Kodiak

SUMMARY: Council has authorized agreements with the Kodiak Island Convention and Visitors Bureau, known as Discover Kodiak, to provide marketing and tourism outreach for Kodiak since FY2009. This Council action will approve the agreement for FY2019 in the amount of \$108,000, which was approved in the FY2019 budget. There have been some modifications to the contract at the request of Discover Kodiak's Director (Attachment B).

PREVIOUS COUNCIL ACTION:

- July 22, 2010, Council authorized the FY2011 Destination Marketing and Tourism Development Program Agreement in the amount of \$90,000
- June 23, 2011, Council authorized the FY2012 program agreement in the amount of \$100,000
- June 21, 2012, Council authorized the FY2013 program agreement in the amount of \$90,000
- May 9, 2013, Council authorized the FY2014 program agreement in the amount of \$90,000
- March 25, 2014, Discover Kodiak made a presentation to Council regarding their request for \$100,000 in funding for FY2015
- June 12, 2014, Council approved the FY2015 contract for \$100,000
- May 26, 2015, Discover Kodiak made their FY2016 request for funding at \$108,000
- June 11, 2015, Council approved additional funding in FY2016 budget
- Discover Kodiak's Executive Director attended several Council meetings to provide a report of work accomplished and to request a three year contract based on 65 percent of the previous year's collected bed tax
- May 7, 2016, staff presented the proposed FY2017 budget to Council which reflected the carryover contract amount of \$108,000 for Discover Kodiak
- June 9, 2016, Council approved the FY2017 contract for \$112,000
- Council reviewed the FY2018 budget at the May 6, 2017, work session and adopted budget Ordinance No. 1363 on June 8, 2017. The budget included \$108,000 for Discover Kodiak.
- On August 10, 2017, Council authorized the FY2018 Marketing and Tourism Development Agreement with Discover Kodiak in the amount of \$108,000.
- On May 10, 2018, Council adopted the FY2019 budget Ordinance No. 1375(SUB), which included \$108,000 for Discover Kodiak.

JULY 12, 2018

Agenda Item V. c. Memo Page 1 of 3

DISCUSSION: The City has participated in a community-based tourism development program managed by Discover Kodiak, formerly known as the Kodiak Island Convention and Visitors Bureau, for many years. Funding support from the City of Kodiak and the Kodiak Island Borough has been used to establish a marketing and tourism development program that benefits the City of Kodiak and the Kodiak region.

The City and the Borough agree that economic development and diversification are important aspects of a sustainable economy for Kodiak. Tourism is an important aspect of that diversification, and Discover Kodiak has worked to expand and promote tourism in the region. They have been successful in promoting Kodiak to vacationers and other visitors. Kodiak was just recently chosen as one of the top twenty destinations in the USA.

ALTERNATIVES: Council may authorize the FY2019 agreement with Discover Kodiak for \$108,000 as presented in the FY2019 budget, may decide not to authorize the agreement, or decide to amend the agreement. Staff recommends Council authorize the agreement as presented

FINANCIAL IMPLICATIONS: The FY2019 budget allocates \$108,000, for this contracted service in the Tourism Development Fund.

Per KCC Chapter 3.08.25, the tourism fund shall be spent based on the following: 70 percent or less to a Council approved tourism program; 20 percent or more for tourism enhancement projects (development of which shall be solely at the Council's discretion); and 10 percent for administration of the bed tax funds. The City allocates all sales tax revenues, including bed tax revenues, based on the upcoming year's budgeted revenues.

Other allocations from the FY2019 budget Tourism Development Fund include \$7,000 to the Chamber of Commerce for the annual litter patrol program. All other expenses for the Tourism Fund are for beautification costs and administrative costs.

STAFF RECOMMENDATION: Staff recommends Council approve the FY2019 Marketing and Tourism Development Agreement with Discover Kodiak in the amount of \$ 108,000 with funds coming from the Tourism Development Fund.

CITY MANAGER'S COMMENTS: The City realizes that economic development and diversification are keys to a sustainable economy for Kodiak. Council has identified economic development as one of its budget goals for several years now. With financial support from the Borough and the City, Discover Kodiak works to promote Kodiak as a visitor destination. This group is successful and works effectively to draw visitor business to Kodiak.

ATTACHMENTS:

Attachment A: Marketing and Tourism Development Agreement, 2019

Attachment B: Discover Kodiak's Email Request for Contract Changes

PROPOSED MOTION:

Move to authorize the FY2019 Marketing and Tourism Development Agreement No. 237760 with Discover Kodiak in the amount of \$108,000 with funds coming from the Special Revenue Funds, Tourism Development Fund and authorize the City Manager to sign the agreement on behalf of the City.

JULY 12, 2018

Agenda Item V. c. Memo Page 3 of 3

**MARKETING AND
TOURISM DEVELOPMENT PROGRAM
AGREEMENT NO. 237760**

THIS AGREEMENT is entered into by and between the City of Kodiak, Alaska, (City) and Discover Kodiak (CVB) for the purpose of setting forth the terms and conditions pursuant to which the CVB will be contracted to provide destination marketing and tourism development activities for the City of Kodiak.

Section 1. INTENT OF AGREEMENT. The CVB is hereby contracted to provide a Board of Directors, which will serve as a policy making body for the CVB and will employ a minimum of one full time equivalent employee (FTE) to focus on destination marketing and tourism development for the City of Kodiak.

Section 2. SCOPE OF WORK. The CVB's executive director (ED) will be hired by and work at the direction of the Board of Directors and the (ED) will hire and manage necessary staff to carry out the following tasks:

- a. Produce marketing materials, including the Discover Kodiak Visitor Guide.
- b. Provide information about the City of Kodiak to the traveling public.
- c. Maintain and staff the Kodiak Visitor Center.
- d. Keep the City Council and community at large informed about the results of the CVB's marketing efforts and the state of the local tourism industry.
- e. Work with the Alaska Travel Industry Association (ATIA) and other statewide tourism marketing organizations to ensure that the City of Kodiak is represented in their ongoing national and international marketing programs.
- f. Continue development of the www.kodiak.org website to improve its usability and visibility to visitors, potential businesses, and residents.
- g. Work with the City of Kodiak to determine the role tourism does and can play in the community's economy.
- h. Work with the Kodiak Chamber of Commerce to transform the visitor industry into a significant component of the City of Kodiak's economy.
- i. Work with the Kodiak Chamber of Commerce, the Kodiak Island Borough School District, Kodiak College, Kodiak Native organizations, and others to encourage entrepreneurship and assist small business development in the tourism industry.
- j. Explore new employment and business opportunities related to the Kodiak tourism industry.
- k. Develop a travel press kit, to be available on the kodiak.org website, with a broader distribution plan for the kit to a variety of travel media.
- l. Work with the airline industry and the Alaska Marine Highway System to maintain and improve access for visitors to Kodiak.
- m. Attend travel trade show to promote Kodiak to travel agents and consumers.
- n. Expand advertising and marketing specific to the conventions.

A minimum of four DISCOVER KODIAK Board of Directors meetings will be held during the term of this Agreement for the purpose of maintaining Board input and guiding the efforts of the CVB. A report of all marketing activities of the CVB will be submitted to the City Manager quarterly and a report will be submitted/presented to the Kodiak City Council annually.

Section 3. TERM. This agreement will remain in effect through June 30, 2019, unless earlier terminated. Either party shall have the right to terminate the agreement without penalty upon one month's written notice to the other.

Section 4. COMPENSATION. As compensation for all services rendered under this agreement, contractor shall be paid \$108,000 by the City of Kodiak. Said compensation shall be paid in equal installments of \$27,000 on the second Friday of July and October 2018, and January and April 2019.

IN WITNESS WHEREOF the parties have executed this Agreement on this ____ day of _____, 2018.

CITY OF KODIAK

DISCOVER KODIAK

Mike Tvenge, City Manager

Aimee Williams, Discover Kodiak Director

Attest:

Debra Marlar, City Clerk

From: Discover Kodiak [director@kodiak.org]
Sent: Friday, June 15, 2018 1:34 PM
To: Marlar, Debra
Cc: Tvenge, Mike; Shuravloff-Nelson, Michelle
Subject: Re: Discover Kodiak Contract Renewal

Good afternoon Deb.
I hope that this finds you well.

I took a look at the contract and I have a couple of items that I would like the City Council to consider changing.

Item #1 – In Section 2. SCOPE OF WORK, Paragraph h.

It is my understanding that this is something that both the city and borough contracted with the Chamber of Commerce and this ended in 2014. I am interested in continuing work with the Chamber when it comes to developing the Small Business Community in Kodiak, however, this is not something that is active at this time and should be removed from this contract. If there is a time in the future when the Chamber reassumes these duties, I would be happy to update the contract to reflect that.

Item #2 - In Section 2. SCOPE OF WORK, Paragraph o.

We do have a need for expanding the marketing and advertising for conventions here in Kodiak. However, in an effort to be fair to all of our venues, I would ask that we change the wording of this paragraph by removing the words “the Kodiak Convention Center” and simply replacing it with “conventions”. Due to the addition of the Afognak Center, we now have multiple venues for conventions / large groups to choose from. I think it is important for Discover Kodiak to make sure that interested parties aware of the options and for Discover Kodiak to promote them equally.

I am very thankful for the continued support of the City of Kodiak.

Thanks Deb!

Aimee
Aimee Williams
Executive Director
Discover Kodiak
Ph: (907) 486-4782
100 Marine Way, Ste. 200
Kodiak, Alaska 99615
www.kodiak.org



From: "Marlar, Debra" <dmarlar@city.kodiak.ak.us>
Date: Friday, June 15, 2018 at 11:29 AM
To: Aimee Williams <director@kodiak.org>
Cc: "Tvenge, Mike" <mtvenge@city.kodiak.ak.us>, "Shuravloff-Nelson, Michelle" <mshuravloff@city.kodiak.ak.us>

nelson@city.kodiak.ak.us>

Subject: Discover Kodiak Contract Renewal

Hi Aimee,

Attached is a new draft contract with Discover Kodiak. Your current contract expires at the end of June. We have this scheduled for our July 12 meeting.

If you see anything you think should be changed, please let us know by June 29.

When the Council has approved the contract, we will send it to you for signature.

Thanks.

Deb

Debra Marlar, MMC
City Clerk

City of Kodiak, Clerk's Office
710 Mill Bay Road, Room 220
Kodiak, AK 99615
Phone: 907 486-8636
Fax: 907 486-8633
Email: dmarlar@city.kodiak.ak.us

Messages to and from this e-mail address may be available to the public under Kodiak City Code and Alaska State Statutes public information laws.

MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers

From: Mike Tvenge, City Manager and Debra Marlar, City Clerk

Date: July 12, 2018

Agenda Item: V. d. Non-objection to the Transfer of Liquor Licenses 1155 and 1156 for CNG, Inc. dba Tony's Bar and Tony's Liquor

SUMMARY: CNG, Inc. dba Tony's Bar and Tony's Liquor filed applications for a transfer of ownership with the State of Alaska Alcohol & Marijuana Control Office (AMCO). State regulations require that AMCO forward the applications to the City Council for the option to protest the approval of the applications for the transfer of the alcohol packaging store and beverage dispensary licenses. The transfer is due to an internal realignment of stock ownership.

DISCUSSION: State regulations outlined in AS 04.11.480 require that an application for transfer of ownership license designation must be sent to a governing body having jurisdiction over the area in which the licensed premises exists; therefore, AMCO forwarded the applications to the City for Council review. City staff was consulted and found no issues with nonpayment of taxes, criminal activity, fire code violations or any other valid reason for the City to file a protest of the transfer of the alcohol packaging store and beverage dispensary licenses applications.

ALTERNATIVES: Council may voice no objection to transfer the alcoholic beverage licenses from Tony's Bar and Tony's Liquor to CNG, Inc. or Council may protest the application pursuant to AS 04.11.480 by furnishing AMCO and applicant with clear and concise written reasons for the protest.

LEGAL: State regulations defined under AS 04.11.520 and AS 04.11.480 require that a local governing body receive notification of the transfer of license and they be offered the option to protest the approval of applications.

ATTACHMENTS:

- Attachment A: Beverage Dispensary License #1155 CNG, Inc. DBA Tony's Bar Transfer of Ownership letter and application, dated May 18, 2018
- Attachment B: Package Store License #1156 CNG, Inc. DBA Tony's Liquor, Transfer of Ownership letter and application, dated May 18, 2018

PROPOSED MOTION:

Move to voice non-objection to the Alcohol & Marijuana Control Office regarding transfer of ownership application for CNG, Inc. Beverage Dispensary License No. 1155 and Packaging Store License No. 1156.

JULY 12, 2018

Agenda Item V. d. Memo Page 1 of 1



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

June 7, 2018

City of Kodiak

Attn: Debra Marlar

Via Email: clerk@city.kodiak.ak.us

Cc: clerks@kodiakak.us

License Type:	Beverage Dispensary	License Number:	1155
Licensee:	CNG, Inc		
Doing Business As:	Tony's Bar		

New Application

Transfer of Ownership Application

Transfer of Location Application

Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 - Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	CNG, Inc	License #:	1155
License Type:	Beverage Dispensary	Statutory Reference:	AS
Doing Business As:	Tony's Bar	AS 04.11.040	
Premises Address:	518 Marine Way		
City:	Kodiak	State:	AK
		ZIP:	99615
Local Governing Body:	City of Kodiak		

Transfer Type:

- Regular transfer
 Transfer with security interest
 Involuntary retransfer



75755

OFFICE USE ONLY			
Complete Date:		Transaction #:	↑
Board Meeting Date:		License Years:	12/19
Issue Date:		BRE:	cc





Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 – Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	CNG, Inc				
Doing Business As:	Tony's Bar				
Premises Address:	518 Marine Way				
City:	Kodiak	State:	AK	ZIP:	99615
Community Council:	City				

Mailing Address:	PO Box 999				
City:	Kodiak	State:	Ak	ZIP:	99615

Designated Licensee:	<i>Patricia Almeter</i>				
Contact Phone:	907-512-0707	Business Phone:	907-486-9489		
Contact Email:	p.almeter@att.net				

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

Section 3 – Premises Information

Premises to be licensed is:

an existing facility a new building a proposed building

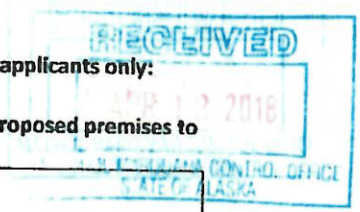
The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

.7 of a mile

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

.3 of a mile





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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Patricia Almeter				
Title(s):	President, Treasurer, director, shareholder	Phone:	907-942-2099	% Owned:	50
Address:	1515 Simeonoff St Po Box 1365				
City:	Kodiak	State:	AK	ZIP:	99615





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 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
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 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	George Gatter Jr.				
Title(s):	Vice President, Secretary, Director, Shareholder	Phone:	907-654-5535	% Owned:	50
Address:	518 Marine Way #208				
City:	Kodiak	State:	AK	ZIP:	99615

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

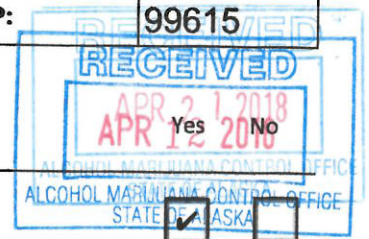
Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	103786	AK Formed Date:	10/04/2006	Home State:	AK
Registered Agent:	Patricia Almeter	Agent's Phone:	907-942-2099		
Agent's Mailing Address:	PO Box 1365				
City:	Kodiak	State:	AK	ZIP:	99615

Residency of Agent:

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?





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Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Patricia Almeter
George Gatter Jr.
The Navigator Lounge
Lic#5252
Beverage Dispensary-Tourism

*Patricia Almeter
George Gatter Jr.
Tackle store License
#1156*

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

[Empty box for disclosure]





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 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

P. Almeter

Signature of transferor

Patricia Almeter

Printed name of transferor

Subscribed and sworn to before me this 3rd day of February, 2018.

Marilou A. Francis

Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: 01/18/2022

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this _____ day of _____



Signature of Notary Public

Notary Public in and for the State of _____

My commission expires: _____



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Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

[Handwritten initials]

I certify that all proposed licensees have been listed with the Division of Corporations.

[Handwritten initials]

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

[Handwritten initials]

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

[Handwritten initials]

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

[Handwritten initials]

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

George L. Gatter
 Signature of transferee

George L. Gatter
 Printed name



Subscribed and sworn to before me this 5th day of February, 2018.

[Handwritten signature]

Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: 03-13-18



Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.



Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	CNOBIRE	License Number:	1155		
License Type:	Beverage Dispensary				
Doing Business As:	Tony's Bar				
Premises Address:	518 Marine Way				
City:	Kodiak	State:	AK	ZIP:	99615





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550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board
Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



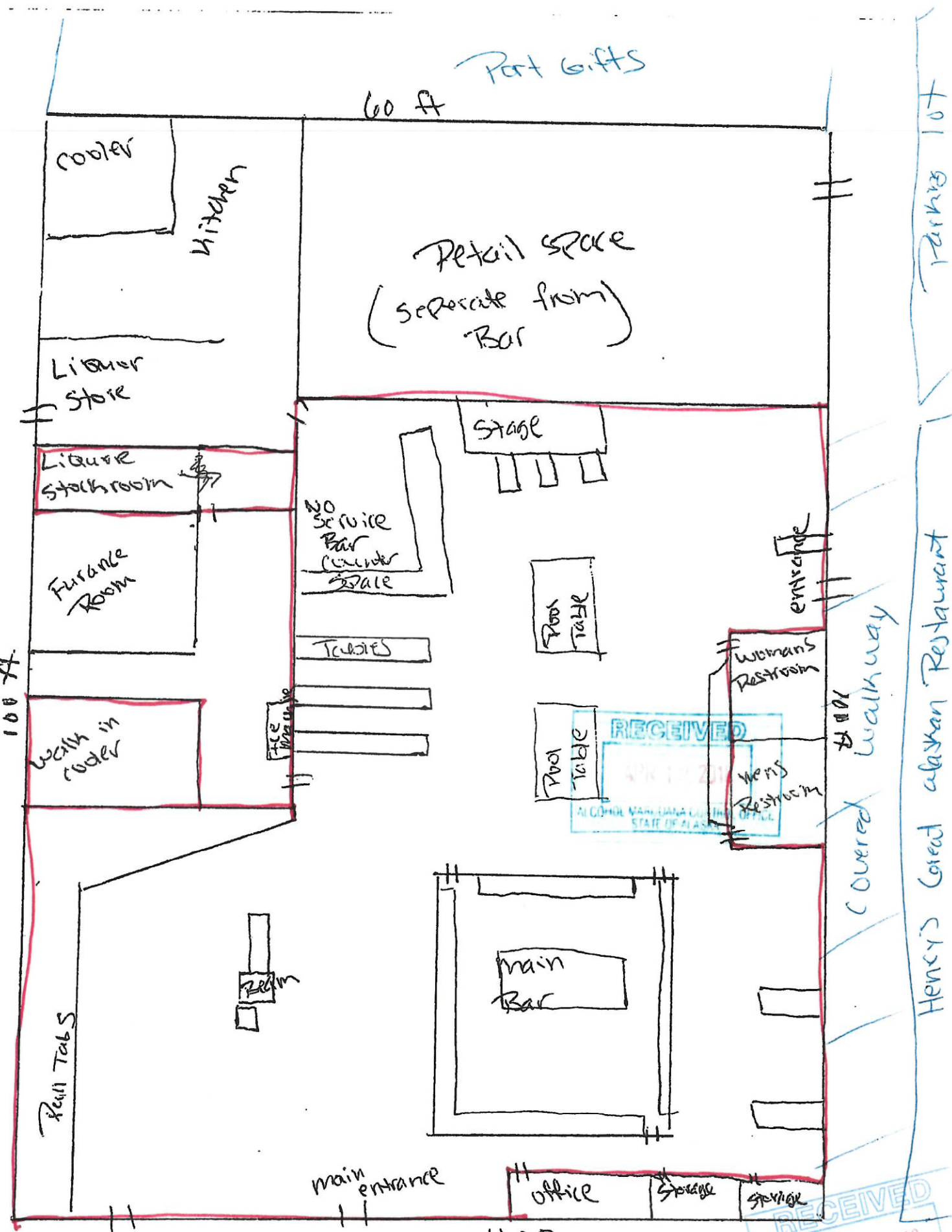
Alley

100 ft

60 ft Part Gifts

Parking lot

Hency's Great Alaskan Restaurant



old A/c Building

#09





THE STATE of ALASKA GOVERNOR BILL WALKER

Department of Commerce, Community, and Economic Development ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501 Main: 907.269.0350

June 7, 2018

City of Kodiak Attn: Debra Marlar Via Email: clerk@city.kodiak.ak.us Cc: clerks@kodiakak.us

Table with license details: License Type: Package Store, License Number: 1156, Licensee: CNG, Inc, Doing Business As: Tony's Liquor

- Application type options: New Application, Transfer of Location Application, Transfer of Ownership Application, Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Handwritten signature of Jedediah Smith

Jedediah Smith, Local Government Specialist amco.localgovernmentonly@alaska.gov



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 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
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 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	CNG, Inc	License #:	1156
License Type:	Package Store	Statutory Reference:	AS 04.11.150
Doing Business As:	Tony's Liquor		
Premises Address:	518 Marine Way		
City:	Kodiak	State:	AK
		ZIP:	99615
Local Governing Body:	City of Kodiak		

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

12

OFFICE USE ONLY

Complete Date:		Transaction #:	75763
Board Meeting Date:		License Years:	18/19
Issue Date:		BRE:	EDC





Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 2 - Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	CNG, Inc				
Doing Business As:	Tony's <i>Liquor</i>				
Premises Address:	518 Marine Way				
City:	Kodiak	State:	AK	ZIP:	99615
Community Council:	City				

Mailing Address:	PO Box 999				
City:	Kodiak	State:	AK	ZIP:	99615

Designated Licensee:	<i>Patricia Almeter</i>				
Contact Phone:	907-512-0707	Business Phone:	907-486-9489		
Contact Email:	p.almeter@att.net				

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

Section 3 - Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

12

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

.7 of a mile

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

.3 of a mile





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 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
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Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.



Entity Official:	Patricia Almeter				
Title(s):	President, Treasurer, director, shareholder	Phone:	907-942-2099	% Owned:	50
Address:	1515 Simeonoff St Po Box 1365				
City:	Kodiak	State:	AK	ZIP:	99615



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 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	George Gatter Jr.				
Title(s):	Vice President, Secretary, Director, Shareholder	Phone:	907-654-5535	% Owned:	50
Address:	518 Marine Way #208				
City:	Kodiak	State:	AK	ZIP:	99615

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	103786	AK Formed Date:	10/04/2006	Home State:	AK
Registered Agent:	Patricia Almeter		Agent's Phone:	907-942-2099	
Agent's Mailing Address:	PO Box 1365				
City:	Kodiak	State:	AK	ZIP:	99615

APR 12 2018
 Yes No
 ALASKA ALCOHOL & MARIJUANA CONTROL OFFICE

Residency of Agent:

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?



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 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Patricia Almeter
 George Gatter Jr.
 The Navigator Lounge
 Lic#5252
 Beverage Dispensary-Tourism

*Patricia Almeter
 George Gatter Jr.
 #1155
 Beverage Dispensary*

Section 7 – Authorization

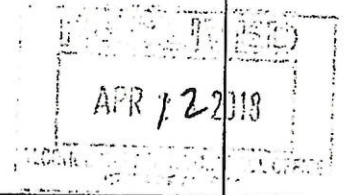
Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

[Empty box for authorization details]





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<https://www.commerce.alaska.gov/web/amco>
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Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

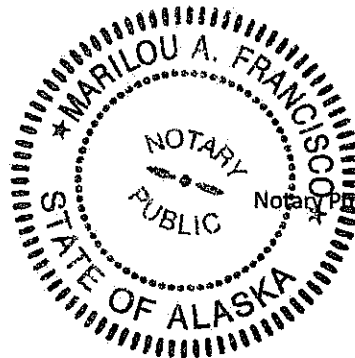
[Signature]

Signature of transferor

Patricia Almeter

Printed name of transferor

Subscribed and sworn to before me this 3 day of February, 2018.



[Signature]

Signature of Notary Public

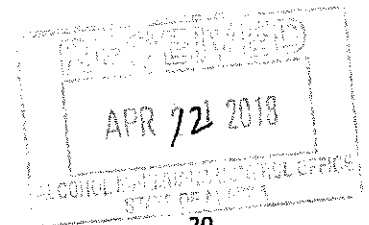
Notary Public in and for the State of Alaska

My commission expires: 01/18/2022

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this _____ day of _____, 20____.



Signature of Notary Public

Notary Public in and for the State of _____

My commission expires: _____



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Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

[Handwritten initials]

I certify that all proposed licensees have been listed with the Division of Corporations.

[Handwritten initials]

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

[Handwritten initials]

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

[Handwritten initials]

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

[Handwritten initials]

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

[Handwritten signature]
 Signature of transferee

[Handwritten name]
 Printed name



Subscribed and sworn to before me this 5th day of February, 2018.



[Handwritten signature]
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 03-13-18



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 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	CWG INC	License Number:	1156
License Type:	Package Store		
Doing Business As:	TOMMY'S LIQUOR		
Premises Address:	518 MARINE WAY		
City:	Kodiak	State:	AK
		ZIP:	99615





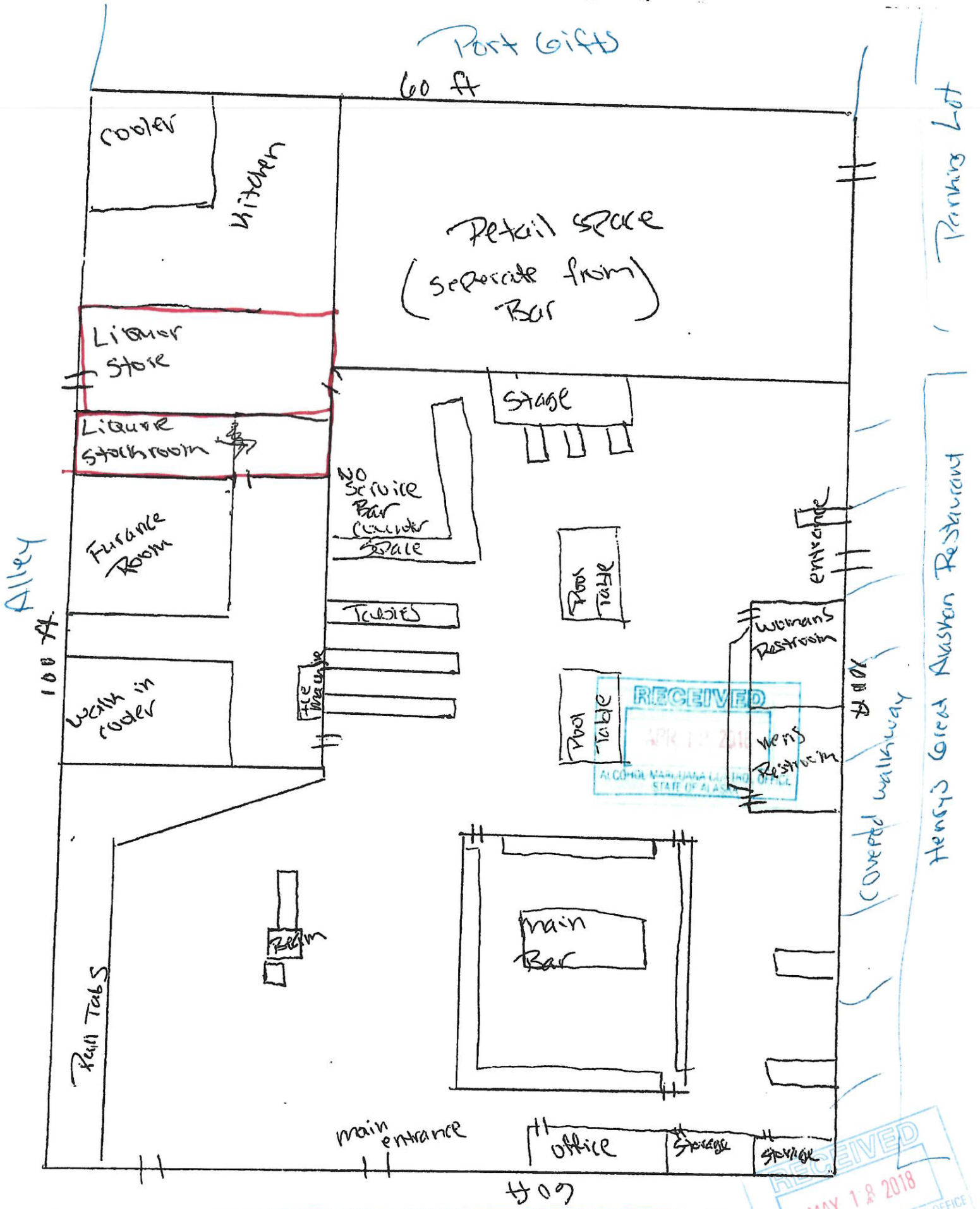
Alcohol and Marijuana Control Office
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<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

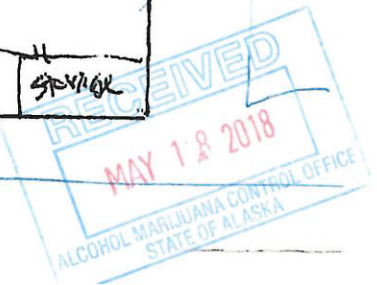
Form AB-02: Premises Diagram

Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



old A/c Building



MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Mike Tvenge, City Manager *WT*
Thru: Glenn Melvin, City Engineer
Date: July 12, 2018

Agenda Item: **V. e. Authorization of Novation Agreement for Borrow Material Permit No. 14-2**

SUMMARY: This memo recommends authorization of a Novation Agreement between Brechan Construction LLC and the City to transfer all rights and responsibilities of Borrow Material Permit No. 14-2 from Brechan Enterprises Inc. to Brechan Construction LLC.

PREVIOUS COUNCIL ACTION:

- April 12, 2001, first reading of Ordinance No. 1126, authorizing a ten-year borrow material permit with Brechan Enterprises Inc.
- May 24, 2001, Ordinance No. 1126, authorizing a ten-year borrow material permit with Brechan Enterprises Inc. (amended to reflect five-year term of Permit No. 01-3, previously adopted)
- June 12, 2003, Council authorized Borrow Permit No. 03-2, for the Breakwater Quarry
- November 20, 2003, Council authorized extension of intermediate time limits for Borrow Material Permit No. 01-03 for Brechan Enterprises Inc. for the Breakwater Quarry
- March 25, 2004, Council authorized Amendment No. 1 to B&R Fish By-Products, Inc's Borrow Permit No. 01-04 for the Breakwater Quarry
- March 24, 2005, Council authorized Borrow Permit No. 05-1 with Anderson Construction for the Trident Basin Quarry
- September 28, 2006, Council authorized Borrow Material Permit No. 06-1 for Brechan Enterprises Inc., for the Breakwater Quarry
- January 15, 2009, Council authorized Borrow Permits No. 09-1, 09-2, and 09-3, for Brechan Enterprises Inc., Anderson Construction, and B&R Fish By-Products Inc., for the Breakwater Quarry
- July 24, 2014, Council approved Breakwater Borrow Permit No. 14-2

DISCUSSION: On May 22, 2018, the City Engineer received an email from Jim Graham letting him know that Brechan Construction LLC purchased various assets and assumed responsibility for previously executed contracts held by Brechan Enterprises Inc. Jim Graham is requesting that Brechan Enterprises Inc. be released from further obligations regarding the Breakwater Quarry Borrow Permit No. 14-2 and that Brechan Construction LLC be allowed to assume all obligations under the permit.

Jim Graham has provided the attached letter of request and Novation Agreement that when signed by the City Manager will provide the documentation needed to continue operation of the quarry as Brechan Construction LLC.

ALTERNATIVES: Council may consider the following:

- 1) Authorize the Novation Agreement. This will allow Brechan to continue operating the quarry as they have done for many years and staff recommends this alternative.
- 2) Do not authorize the Novation Agreement. This alternative could potentially result in insurance and legal complications for the City and Brechan Construction LLC.

FINANCIAL IMPLICATIONS: N/A

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends that Council authorize the Novation Agreement between the City and Brechan Construction LLC for Borrow Material Permit No. 14-2 and allow the City Manager to execute the document.

CITY MANAGER'S COMMENTS: This permit remains in effect under previous terms and conditions with an expiration date of June 30, 2019. This permit may not be assigned without the advance written consent of the City, which consent may be withheld at the City's discretion. If the Permittee is a corporation or partnership, the sale or conveyance of any partnership interest or controlling stock interest shall be deemed and assignment of this permit.

ATTACHMENTS:

- Attachment A: Brechan letter of request dated June 19, 2018, and Novation Agreement
- Attachment B: Borrow Material Permit 14-2

PROPOSED MOTION:

Move to authorize the Novation Agreement between the City of Kodiak and Brechan Construction LLC for operation of Breakwater Quarry Borrow Material Permit No. 14-2 and authorize the City Manager execute the agreement on behalf of the City.



Alaska Business License # 1016083 Alaska Contractors License # 39993
907-486-3215

City of Kodiak
2410 Mill Bay Road
Kodiak, AK 99615

June 19, 2018

Attn: Glenn Melvin

Re: Near Island Quarry
Rock Extraction Agreement

Dear Mr. Melvin,

As you know, Brechan Construction, LLC has purchased various assets and assumed responsibility for previously executed contracts held by Brechan Enterprises, Inc.

As you also know, the existing Material Extraction permit, No 14-2 remains in existence between Brechan Enterprises, Inc and The City of Kodiak.

On behalf of Brechan Construction, I am requesting that Brechan Enterprises be released from further obligation and that Brechan Construction be allowed to assume all obligations under this contract.

The attached Novation Agreement would document this transaction.

Please let me know if you need additional information or wish to discuss this matter further.

Sincerely

Jim Graham
President

A handwritten signature in blue ink, appearing to be 'Jim Graham', written over a light blue circular stamp.

2705 Mill Bay Road, Kodiak, Alaska 99615 (907) 486-3215

NOVATION AGREEMENT

This agreement is made by and between the following parties:

1. Previous Contractor:

Brechan Enterprises, Inc. (BEI)
2705 Mill Bay Road
Kodiak, AK 99615

2. Property Owner

City of Kodiak (COK)
710 Mill Bay Road
Kodiak, AK 99615

3. Party in Substitution

Brechan Construction, LLC (BC)
2705 Mill Bay Road
Kodiak, AK 99615

SECTION 1: CONTRACT SUBJECT TO THIS AGREEMENT

This novation agreement is entered into with reference to the Borrow Material Extraction Permit, Number 14-2 and entered into between the Previous Contractor (BEI) and the Property Owner (COK), with the effective date of July 24, 2014.

SECTION 2: NOVATION AGREEMENT

It is agreed by all parties to this novation agreement that the Party in Substitution (BC) shall be substituted for the Previous Contractor in matters related to the above referenced contract.

The Party in Substitution (BC) shall acquire all of the rights and become obligated to perform all of the duties of the Previous Contractor (BEI) under the terms of Permit No. 14-2.

SECTION 3: RELEASE OF THE PREVIOUS CONTRACTOR

In consideration of this novation, the Previous Contractor (BEI) shall be relieved of any and all further obligations to perform under the terms and conditions of Permit No. 14-2.

Brechan Enterprises, Inc by Mark Arnholtz Vice Pres. 6/19/18
Name and Title Date

City of Kodiak by _____
Name and Title Date

Brechan Construction, LLC by James Graham, President 6-19-2018
Name and Title Date

BORROW MATERIAL PERMIT NO. 14-2

The City of Kodiak (City) hereby acknowledges that Brechan Enterprises, Inc., 2705 Mill Bay Road, Kodiak, Alaska, 99615 (Permittee) shall have the right to remove the borrow material described below from the property described herein, all pursuant to the terms and conditions of this permit and in accordance with all applicable provisions of the Kodiak City Code (KCC).

This permit may not be assigned without the advance written consent of the City, which consent may be withheld at the City's discretion. If Permittee is a corporation or partnership, the sale or conveyance of any partnership interest or a controlling stock interest shall be deemed an assignment of this permit.

The Permittee agrees to comply with all applicable laws, and with any rules and regulations issued there under, including without limitation Kodiak City Code Chapter 18.24, a copy of which is attached hereto and which is incorporated by reference herein.

This Borrow Material Permit is effective as of July 24, 2014, and shall remain in effect for a period of 5 years from its effective date. For the purposes of this permit a year is defined as July 1 through June 30 as it equates the City of Kodiak fiscal year.

Location and Description of Lands from which Borrow Materials are to be Removed

Materials are to be taken solely from the area of Near Island known as the Breakwater Quarry within the limits shown conceptually on the attached drawing. The Permittee will work with the City Engineer to create a quarry plan defining the exact boundary of the quarry.

Type and Quantity of Borrow Material Desired

The Permittee has historically mined an average of approximately 60,000 tons of borrow material per year and this permit anticipates a similar average use for a period of 5 years or until the resource is exhausted. This permit is issued for the approximate area shown on the attached drawing. The exact area will be defined as the quarry plan is developed.

It shall be the responsibility of the Permittee to strip and dispose of the vegetation and overburden. The City will not pay the Permittee for the removal of the vegetation and overburden.

The Permittee will be charged a royalty for all borrow materials mined on Near Island and for all other materials leaving Near Island, regardless of the point of origin.

Use of Borrow Materials

The Permittee may use the borrow materials for any legal purpose.

Use of the Quarry Site

The Permittee may use the Quarry Site for quarrying operations, rock crushing and screening. Storage at the Quarry site of materials and equipment not directly associated with the quarrying operation is prohibited.

The City's interest in this agreement is to produce developable uplands on Near Island for expansion of the Harbor Boat Yard and related facilities and businesses. The City's interest in royalty income is secondary to producing the uplands. Therefore, mining operators that remove higher volumes of material will be favored over lower volume operators and there may be actual or perceived inequity in borrow permits issued to different mining operators.

The Permittee agrees to quarry the rock in a sequence that is most advantageous to development of the Boat Yard and related boat repair services. Therefore, the quarry is to be completed in a series of approximately 200 linear foot sections starting at the original quarry boundary and proceeding to the North.

The City may direct the Permittee to quarry in a sequence significantly different than the most economical plan developed by the Permittee. If the City directs the permittee to quarry in a sequence significantly different than the most economical plan developed by the Permittee, the Permittee may request that additional quarrying costs due to the directive be used to offset royalty payments.

Non-Exclusiveness of this Borrow Material Permit

The Permittee acknowledges that this Permit is in the nature of a non-exclusive license to remove borrow material and that the City reserves the right to issue further permits for extraction of borrow material from the area shown on the attached plans to other parties. The Permittee agrees to abide by such rules, regulations and restrictions as the City may choose to promulgate in order to facilitate access to and use of the area described herein by two or more permittees. Additional permittees will be bound to a separate Borrow Material Permit containing such terms and conditions as the City deems appropriate.

Termination of this Borrow Material Permit

The City may terminate this agreement for cause. The Permittee shall be given reasonable notice and opportunity to correct any deficiency. The occurrence of any one or more of the following events will justify termination for cause:

1. The Permittee's failure to excavate to the lines and grades shown on the plans or failure to remove the anticipated quantity of material;
2. The Permittee's disregard of Laws or Regulations of any public body having jurisdiction;
3. The Permittee's violation in any substantial way of any provisions of this Permit;

4. The Permittee's failure to correctly file quarterly statements and pay royalties to the City when due.
5. The Permittee's failures to scale weigh all materials leaving Near Island.

The City may terminate this Permit for convenience. Upon 90 days written notice to the Permittee, the City may, without cause and without prejudice to any other right or remedy of City, elect to terminate the Borrow Material Permit. In such case, the City shall be paid for all borrow material removed in accordance with this Permit prior to the effective date of termination. The Permittee shall be paid for reasonable expenses directly attributable to termination. The Permittee shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

The City may terminate the permit for convenience and issue a permit for another operator to mine the area if it is reasonably believed this course of action will expedite development of the boat yard.

The Permittee may terminate this Permit. Upon 90 days written notice to the City, the Permittee may, without cause and without prejudice to any other right or remedy of the Permittee, elect to terminate this Borrow Material Permit. In such case, the City shall be paid (without duplication of any items):

1. for all material removed in accordance with the Permit prior to the effective date of termination;
2. the minimum royalty due for the permitted year of the termination, prorated for the effective date of termination; and
3. for reasonable expenses directly attributable to termination.

The City shall not be paid on account of loss of anticipated royalty revenue or other economic loss arising out of or resulting from such termination.

Upon the expiration or earlier termination of the term of this Permit, Permittee shall promptly vacate the Quarry Site, leaving the Quarry Site in a condition consistent with the requirements of this Permit and Permittee's approved quarry plan, free of refuse and hazards, and shall remove from the Quarry Site all of Permittee's personal property. If Permittee fails to vacate the Quarry Site in the required condition, the City may restore the Quarry Site to such condition and Permittee shall pay the cost thereof.

Supplementary Conditions

All Work shall comply fully with the City of Kodiak, "Standard Construction Specifications & Construction Details," 2012 Edition. Some, but not all, pertinent Articles are discussed below:

Indemnification

The Permittee shall indemnify the City of Kodiak in accordance with the Standard General Conditions of the Construction Contract, Article 6, Paragraph 6.20.

Bonds and Insurance

The Permittee shall provide insurance coverage not less than the amounts presented in Division 100, Article 5, Paragraph 5.04. The City of Kodiak shall be named as additional insured on all policies except Worker's Compensation and Employer's Liability Insurance.

The Permittee shall furnish the City with a "surface mining reclamation bond" in the amount of \$25,000.

The PERMITTEE shall maintain the following insurance throughout the term of PERMITTEE's performance under this AGREEMENT:

1. Worker's compensation and employer's liability insurance as required by the State of Alaska.
2. Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of the others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
3. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the PERMITTEE or of any of its employees, agents, or subcontractors with \$5,000,000 per occurrence and in the aggregate. Policy to cover the perils of explosion, collapse and underground with no exclusion or limitation for blasting activity.

Each policy of insurance required by this section shall provide for no less than sixty (60) days written notice to the City prior to cancellation.

Excavation

Excavation shall be performed in accordance with Division 200, Section 203 of the Standard Construction Specifications. Special attention is drawn to Article 203.3, Blasting Requirements for Excavation in Rock. The Permittee shall name the Blaster in Charge, submit a Comprehensive Blasting Plan, and fully comply with the other requirements of this Article, except a Blasting Consultant need not be retained.

Measurement

Borrow Material shall be measured by the ton. The Permittee shall provide, or make use of, a weighing system conforming to the requirements of Division 100, Article 6.03 of the Standard Construction Specifications and the following:

1. Rocks shall be weighed, by barge or truck following the technical standards described in US Army Corps of Engineers Manuals EM 1110-2-2302 "Construction with Large Stone - Appendix C: Measurement for Payment" and as further described herein.
2. The method of measurement for determining the weight of rock delivered by barge shall be displacement of the barge, based on certified barge gauge marks. Barge gauge marks and certification shall have approval by the City Engineer or representative prior to notice to proceed is issued. Contractor shall submit a copy of the barge gauging table prepared by an accredited agent satisfactory to Engineer. Contractor shall also submit weight bills, including certification of exact weight and time of weighing for each load of rocks delivered.

If the Permittee provides the truck weighing system, the Permittee shall make it available to all other firms or individuals removing material from Near Island. The Permittee may charge for the use of the weighing system an amount not to exceed \$14.00 per weighing, except there will be no charge for the City's use of the system. The Permittee may regulate the use and fees for the weighing system for materials other than Near Island quarry material.

Traffic Maintenance

The Permittee shall submit a Traffic Control Plan in accordance with Division 800, Section 802 of the Standard Construction Specifications. A vehicle access lane to the boat yard shall be maintained at all times.

Temporary Erosion and Pollution Control

The Permittee shall submit a Temporary Erosion and Pollution Control Plan in accordance with Division 800, Section 804 of the Standard Construction Specifications.

Dust Control

The Permittee shall control dust from the Quarry and from unpaved haul roads by watering as necessary or requested by the City.

Reclamation

Under this permit the Permittee shall spread 4 inches of topsoil and seed all benches every two (2) years in accordance with the standard specifications.

The Permittee shall grade the quarry floor in accordance with the quarry plan and cap with 4" of leveling course.

Royalty

The Permittee shall pay the City royalty fees in the amount of \$0.50 per ton of material removed based on weight measurements. On the first day of each January, April, July and October during the term of this permit, the Permittee shall file a statement showing the amount of material

removed from Near Island during the preceding three months, as required by KCC 18.24.040. Within ten (10) days after the expiration of the term of this Permit, the Permittee shall file a final statement showing the amount of material removed from Near Island from the end of the last quarterly statement period until the date of expiration.

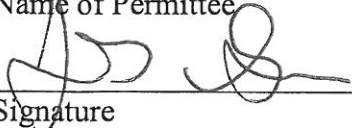
The minimum royalty payment under this Permit shall be \$10,000 per year and shall be payable upon the issuance of this Permit. Upon the filing of each statement showing the amount of material removed from Near Island, Permittee shall pay any royalty that is due for the related period that exceeds the amount of the minimum royalty payment.

The Permittee hereby agrees to be bound by all terms and conditions of this permit upon its execution and issuance by the City of Kodiak.

Permittee

Brechan Enterprises, Inc.

Name of Permittee



8-11-2014

Signature

Date

James Graham Vice President

Name and Title

Attest

Corporate Seal

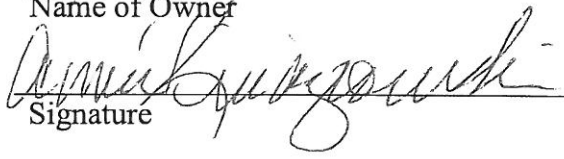
 A. Dingler, City of Kodiak
Admin. Specialist

Name and Title

OWNER

City of Kodiak

Name of Owner



Signature

7/24/14

Date (Effective Date of Permit)

Aimée Kniazowski, City Manager

Attest



Debra L. Marlar, City Clerk

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Council members

From: Mike Tvenge, City Manager

Thru: Timothy Putney, Chief of Police

Date: July 12, 2018

Agenda Item: V. f. Authorization of the Five-Year Regional and Community Jail Contract with the Alaska Department of Corrections

SUMMARY: The Alaska Department of Corrections (DOC) has proposed a new five-year contract with the City to provide short-term Regional and Community Jail Services for persons held for violations of State law. The new contract would be effective July 1, 2018, and continue in force through June 30, 2023. The contract can be terminated upon ninety (90) days notice from the terminating party, and contract amendments for additional work could be incorporated through mutually agreed upon appendices or attachments. The base contract amount is \$991,552 with an additional \$37,380 included for Pretrial Electronic Monitoring Services the City provides for the State. The total FY2019 contract amount is \$1,028,932. The Kodiak Community Jail is an integral piece to the overall public safety of Kodiak, and staff recommends approval of this contract.

PREVIOUS COUNCIL ACTION:

- Since March 1960 the Council has approved annual jail services contracts.
- On June 27, 2013, Council reviewed and approved a five-year Regional and Community Jail Services contract beginning July 1, 2013, in the amount of \$1,208,290.
- On June 24, 2015, Council reviewed and approved an amendment to the five-year Regional and Community Jail Services contract for FY2016 in the amount of \$991,552.00.
- On July 14, 2016, Council reviewed and approved an FY2017 contract in the amount of \$991,552.

DISCUSSION: The Alaska Department of Corrections (DOC) has proposed the continuation of a contract with the City to provide short-term Regional and Community Jail Services for persons held for violations of State law. Prior to the first five-year contract ending June 30, 2018, the term of the contract was for one year, and the terms had to be continuously evaluated. Staff believes that the long history between the City and DOC concerning a community jail contract warrants continued support for another five-year contract.

ALTERNATIVES:

- 1) Authorize this five-year contract with the Department of Corrections commencing on July 1, 2018, which is staff's recommendation.

- 2) Do not authorize this contract with the Department of Corrections. Staff does not recommend this alternative. If this contract is not authorized, the quality of life and health and safety of the community could be negatively impacted.

FINANCIAL IMPLICATIONS: With capital improvement projects included, staff estimates the FY2019 jail expenses to be \$1,627,705. The total contract offered by DOC for FY2019 is \$1,028,932. Revenues received under this contract do not cover, but do offset, our costs to operate the jail.

LEGAL: N/A

STAFF RECOMMENDATION: Staff recommends the approval of the contract with the Alaska Department of Corrections (DOC) to provide Regional and Community Jail Services commencing on July 1, 2018 and ending June 30, 2023, for a total of \$1,028,932.

CITY MANAGER'S COMMENTS: I recommend the Council approve the professional services contract for Regional and Community Jail Service with the Alaska Department of Corrections.

ATTACHMENTS:

- Attachment A: Professional Services Agreement
- Attachment B: DOC Letter

PROPOSED MOTION:

Move to authorize a five-year professional services contract for Regional and Community Jail services with the Alaska Department of Corrections (DOC Contract No. 2091006) commencing on July 1, 2018, and ending on June 30, 2023, for \$1,028,932 and authorize the City Manager to sign the agreement on behalf of the City.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES Attachment A

The parties' contract comprises this Standard Agreement Form, as well as its referenced Articles and their associated Appendices

1. Agency Contract Number 2091006	2. Contract Title Regional and Community Jail: Kodiak	3. Agency Fund Code 1004	4. Agency Appropriation Code 201014600-1600000002-3020-5019
5. Vendor Number CIK84916	6. IRIS GAE Number (if used) 2091006	7. Alaska Business License Number Not Applicable	

This contract is between the State of Alaska,

8. Department of Corrections	Division Institutions	hereafter the State, and
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9. Contractor City of Kodiak, Police Department	hereafter the contractor
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Mailing Address 217 Mill Bay Road	Street or P.O. Box	City Kodiak	State AK	ZIP+4 99615
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10.

ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.

ARTICLE 2. Performance of Service:

2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the services to be performed by the contractor.

ARTICLE 3. Period of Performance: The period of performance for this contract begins July 1, 2018, and ends June 30, 2019.

ARTICLE 4. Considerations:

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$1,028,932.00 in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:

11. Department of Corrections	Attention: Division of Administrative Services, Accounting
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Mailing Address P.O. Box 112000, Juneau, AK 99811-2000	Attention: Janette Perlasca (ph. 907-465-3461)
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12. CONTRACTOR	14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Name of Firm City of Kodiak	
Signature of Authorized Representative _____ Date _____	
Typed or Printed Name of Authorized Representative Mike Tvenge	
Title City Manager (ph. 907-486-8640; fax 907-486-8023)	

13. CONTRACTING AGENCY	Signature of Head of Contracting Agency or Designee	Date
Department/Division Corrections, Division of Institutions	Date	
Signature of Project Director _____	Typed or Printed Name John Schauwecker	
Typed or Printed Name of Project Director Jacob Wyckoff	Title Procurement Manager CPPB, C.P.M	
Title Acting Director of Institutions		

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

APPENDIX A

GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 If the contractor has a claim arising in connection with the contract that it cannot resolve with the State by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. In the absence of a breach of contract by the contractor, the State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. Nevertheless, if the contractor does mark such documents with a statement suggesting they are trademarked, copyrighted, or otherwise protected against the State's unencumbered use or distribution, the contractor agrees that this paragraph supersedes any such statement and renders it void. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. To the extent not otherwise governed by Article 3 of this Appendix, any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the terms of this contract supersede any provisions the contractor may seek to add. The contractor may not add additional or different terms to this contract; AS 45.02.207(b)(1). The contractor specifically acknowledges and agrees that, among other things, provisions in any documents it seeks to append hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska, or (3) limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Compliance.

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, licenses, permits and bonds.

Article 16. Force Majeure:

The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAILS SERVICES
July 1, 2018 through June 30, 2023**

**Appendix C
General Terms**

Parties

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Kodiak, herein referred to as the "Borough/City".

1. Services

Provide short-term regional and community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "Community Jail Administrator", "DOC Oversight Officer" and "State Regional & Community Jail Coordinator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

2. Sole Agreement

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the Kodiak Regional and Community Jail participating in the Regional and Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

3. Effective Date/Termination/Amendments

This contract is effective **July 1, 2018** and continues in force through **June 30, 2023** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. This will be a five-year contract.

Contract amendments for additional work can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

4. Responsibilities of the parties

General Responsibilities of the Borough/City

The Borough/City Shall

- a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.
- b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention, and shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract, and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections, as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.
- g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- h. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the

prisoner's institutional adjustment, and records of medical and dental treatment. These prisoner records must be in a prisoner's file when they are transferred from the regional and community jail facility to another state correctional facility.

- i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- k. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Borough's/City services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS21.
- l. The Borough / City shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements. This policy must waive subrogation against the state. The Borough/City shall be responsible for insuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance.
- m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self insurance carried by the State.
- n. Hold that the Borough / City shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Borough / City under this agreement up to the Borough / City policy limits as noted in Section 4(m). The Borough / City shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Borough / City and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Borough / City" and "Contracting agency", as used within this and the following article, include the employees, agents and other Borough / City who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's

selection, administration, monitoring, or controlling of the Borough / City and in approving or accepting the Borough / City work.

- o. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- p. The regional and community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- q. The regional and community jail must prepare and present an annual operational budget that reflects the necessary resources required for facility operations. Operational budget will be prepared in the manner and detail prescribed by the oversight agency and will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- r. Annual operational budget for each fiscal year is due to the Department's State Regional and Community Jail Administrator on July 15 of each year.
- s. Annual budget request for each fiscal year is due to the State Regional and Community Jail Administrator on October 1 of each year for inclusion in the annual Department of Corrections' fiscal year operating appropriations request annually. For example; Fiscal Year 2020 is due to the State Regional and Community Jail administrator on October 1, 2018 for inclusion in the annual Department of corrections' fiscal year 2020 operating budget request.
- t. By October 1 of each fiscal year, the Regional and Community Jail Administrator must provide their request for the next fiscal year capital project request. Failure to meet this deadline may result in no capital project request for the next fiscal year
- u. Quarterly financial reports are due to the state regional and community jail administrator on the following dates of each fiscal year:
 - July – September – quarterly and year-to-date financial statement due on October 31.
 - October – December – quarterly and year-to-date financial statement due on January 31.
 - January – March – quarterly and year-to-date financial statement due on April 30.
 - April – June– quarterly financial and year-to-date financial statement due on July 31.
- v. Provide a monthly accounting of prisoner statistics by the 15th day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.

“Man-day” indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.

- w. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
- x. Regional and Community Jails accessing the Agency’s Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC background security check. The Regional and Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
 - (1) Full name
 - (2) Residence address
 - (3) Telephone
 - (4) Date of birth
 - (5) Valid drivers license and state of issue, or other photo identification
 - (6) Social Security number

The Jail Administrator, with assistance from the State Regional and Community Jail Administrator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Regional and Community Jail business. The Jail Administrator will immediately notify the Regional and Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Regional and Community Jail will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

- y. The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor shall also comply with all Department policies and procedures that relate to PREA to include but not limited to: conducting investigations, background checks, audits and training. The Contractor is responsible for all costs associated with PREA compliance, to include certification by an accredited auditor.

5. General Responsibilities of the Department of Corrections

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.

- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.
 - c. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
 - d. Provide on-going technical assistance and training for regional and community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.
- E Throughout the contract term, the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.

6. Medical and Dental Care and Reimbursement

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the Regional and Community Jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the Regional and Community Jail Administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, "necessary medical care" has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term "necessary medical care" and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
 - i. control bleeding;
 - ii. relieve pain;
 - iii. eliminate acute infection;
 - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
 - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider, and take reasonable steps to guard against misuse or overdose of medicines by prisoners.

- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld. To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.
- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons

- (1) held under the authority of AS 47,
- (2) accepted into the facility while unconscious or in immediate need of medical attention,
- (3) receiving medical services for elective, cosmetic or other medical services that are not necessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
 - (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
 - (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
 - (3) a copy of the medical payment request form.

The Regional and Community Jail Administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or

any insurance carrier or other third-party payer.

7. Transfers and Transportation of Prisoners

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.
- b. The Borough/City shall immediately notify the Department of Public Safety to request that a prisoner be transferred from the facility to one outside of local boundaries because;
 - (1) a court has ordered the transportation;
 - (2) the prisoner has been incarcerated in the facility for 7 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or
 - (3) the Regional and Community Jail Administrator believes a transfer is necessary for security or population management reasons.
- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department of Public Safety arranges transportation for the prisoner.
- d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

8. Sentenced Electronic Monitoring

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate an Amendment to this contract and utilization of the DOC BI, Inc. Electronic Monitoring contract.

Sentenced Electronic Monitoring:

The Department will provide additional funds if the Borough/City will take Sentenced EM placements and supervise them. The Department will provide \$10,000 for the first 1-5 inmates and \$5,000 for each additional 5 inmates annually. If a Borough/City has any number between 1-5 at any given time during a fiscal year, example 7/1/18 through 6/30/19, they will receive the full \$10,000. If the City/Borough exceeds 5 and has any number between 6-10, they will receive the full \$5,000, for any number between 11-15 at

any given time during the fiscal year they will receive another \$5,000 in full and so on for each additional 5 Sentenced EM placements, they will receive another \$5,000.

To further illustrate, by way of example, if a Borough/City had for any particular month in a fiscal year 26 Sentenced EM placements they would receive \$35,000 for that fiscal year. The breakdown of the \$35,000 is: 1-5 Sentenced EM \$10,000 + 6-10 Sentenced EM \$5,000 + 11-15 Sentenced EM \$5,000 + 16-20 Sentenced EM \$5,000 + 21-25 Sentenced EM \$5,000 + 26th Sentenced EM \$5,000 = a total of \$35,000.

If a Borough/City elects to participate in the Sentenced Electronic Monitoring they will automatically receive \$10,000 and it will be added to Appendix D. If at any time throughout the contract they exceed 5 Sentenced EM placements they will receive an additional \$5,000 for each additional 5 Sentenced EM placements. The Department is not going to prorate this by day or period of time, it will add the additional \$5,000 for every additional 5 Sentenced EM placements when either notified by the Borough/City through their monthly count sheets or the DOC recognizes the additional Sentenced EM placements on the monthly count sheets. The DOC will exercise a unilateral amendment and automatically add the funds to their contract. The unilateral amendment will be used to expedite the amendment process for both parties, only as it applies to this Section 8 Sentenced Electronic Monitoring.

If an inmate has been sentenced and only has 20-30 days they can go to Sentenced EM, stay in their community and not have to be housed in the jail or transported out of their community to a prison. If prisoners on Sentenced EM run away or violate the conditions of their EM placements, they will go to prison.

9. Pretrial Program Services

a. Assessment & Database Collection:

Complete training and comply with DOC policies for the following program services:

Complete inmate bookings by utilizing the ACOMS software system. Complete and submit the Alaska pretrial risk assessment tool (AK-2S), located in the ACOMS software application and submit release recommendations for the courts. Meet all risk assessment and recommendation timeline requirements by scheduled initial appearances. Participate in remedial training and quality evaluation as needed.

Document all contacts and pretrial actions with defendants in the ACOMS software application to ensure proper and complete records are maintained. Notify and file pretrial status and/or violation reports and paperwork through the court as needed.

*****Service currently not included but can be added via amendment throughout the life of the contract***. The amount for this service would be: \$16,020.00**

b. Community Pretrial Electronic Monitoring:

Complete training and comply with DOC policies for the following program services:

Defendants may be required to have electronic monitoring (EM). Electronic monitoring requires that defendants are fitted with the proper device at the time of release. Related data with regard to the defendant and the EM restrictions should be loaded into the web based database utilized for EM and also noted in the ACOMS software application. Most

defendants on EM will be moderate or high risk defendants, but low risk defendants may also be placed on EM with court orders. EM also requires monitoring of the system and response to EM alarms and alerts. This can be accomplished in a variety of ways, such as EM monitoring by DOC staff, monitoring by community jail staff, or monitoring by local dispatchers, who will then contact local providers, Police Departments (PDs), for response to alerts and alarms. Defendants placed on EM may require occasional action such as notification to the court for those in violation of release conditions. Coordination for arrests may also be required for defendants who are in violation. Community and Regional Jails will not charge pretrial defendants a fee for EM services.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently included in the contract. Price included for this service is \$37,380.00*****

c. Community Pretrial Monitoring and Pretrial Supervision

Complete training and comply with DOC policies for the following program services:

Defendants placed on Pretrial monitoring may require occasional action such as phone contact for reminders about upcoming court appearances, or home visits for defendants to ensure compliance with release conditions. Notification to the court or potential coordination for arrests may also be required for defendants who are in violation.

Provide Pretrial supervision for low, moderate and high risk pretrial defendants who are released from jail. Pretrial supervision involves occasional office visits (when necessary), random home visits, and phone contact with defendants as well as reminders about upcoming court appearances. Defendants placed on Pretrial supervision may require occasional action such as drug and alcohol testing as well as notification to the court for those in violation of release conditions. Coordination with Pretrial for arrests may also be required for defendants who are in violation.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently not included but can be added via amendment throughout the life of the contract***. The amount for this service would be: \$53,400.00**

d. Diversion Programs

Complete training and comply with DOC policies for the following program services:

Coordinate diversion programs with prosecutors, treatment providers, law enforcement, and other interested parties. Diversion programs will be tailored to each community and what can be offered and supported. Programs will be clearly defined with related performance measurements. Develop and implement programs to divert appropriate defendants to services while still achieving public safety outcomes. Funding allocation

for diversion programs will be distributed upon program authorization by the Pretrial Services Director.

Documentation of all contacts and pretrial actions with defendants must be entered in the ACOMS software application to ensure proper and complete records are maintained. It may be necessary to file reports and paperwork through the court in the event of violations.

*****Service currently not included but can be added via amendment throughout the life of the contract***. The amount for this service would be: \$35,600.00**

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR REGIONAL AND COMMUNITY JAIL SERVICES
July 1, 2018 through June 30, 2023**

**Appendix D
Payment Provisions**

1. The base contract amount for the City / Borough of Kodiak is **\$991,552.00**. The **Pretrial Services contract amount is \$37,380.00 (Community Pretrial Electronic Monitoring \$37,380.00)**. The **total contract amount is at \$1,028,932.00** for the period from **July 1, 2018 through June 30, 2019** and represents the total payment due for FY 19. This will be a five-year contract that includes Pretrial Services programs and options to add Sentenced Electronic Monitoring to the contract. 22 Beds
2. It is specifically agreed by the parties that the Department of Corrections is not funded for and will not provide annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The City / Borough shall be prohibited from utilizing funds received under this contract for any purpose other than operation of Regional and Community Jail facility. Any funds received by the City / Borough under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

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Appendix List:

- A General Provisions**
- B Not used**
- C General Terms and Indemnity and Insurance related language**
- D Payment Provisions**
- E State of Alaska, Community Jails Program: Standards for Jail Operation
As produced and adopted by the Governor’s Task Force on Community Jails,
November 1994**

Department of Corrections

DIVISION OF ADMINISTRATIVE SERVICES
Juneau Procurement SectionP.O. Box 112000
Juneau, AK 99811-2000
Tele: 907.465-3399
Fax: 907.465-2006Email: john.schauwecker@alaska.govTHE STATE
of ALASKA
GOVERNOR BILL WALKER

May 25, 2018

Dear Borough / City:

Please find attached the Regional & Community Jail Contract for FY19. The Department of Corrections has identified below changes that were made to the contract language and the reasons for the changes.

1. Appendix C.1: Added additional titles for the "Community Jail Administrator".
2. Appendix C.3: This language changed to reflect the new 5 year contract term.
3. Appendix C. 4. q - r: This language was slightly modified to add the word "Operational" for current fiscal year and change the date from October 15 to July 15.
4. Appendix C.4. s - t: This language was slightly modified to add the word "Operational" for future year budget requests.
5. Appendix C. 4. y: This language was added to recognize that the Borough / City will comply with the national standards to prevent, detect, and response to prison rape under the Prison Rape Elimination Act (PREA) guidelines.
6. Appendix C. 5. e: This language was added to recognize that the DOC Oversight Officer will perform audits to ensure that the Borough / City are following PREA guidelines.
7. Appendix C. 8: The Sentenced Electronic Monitoring language was modified and the intent of this language is to explain how the Sentenced Electronic Monitoring will work and compensation.
8. Appendix C.9: Pretrial Program Services were added to provide optional services the Community and Regional Jails can participate and the respective compensation for the optional Pretrial Services.

9. Appendix D.1: This language was modified to include the amount of money for Pretrial Program Services.

If you have any questions, please don't hesitate to contact me.

Sincerely,



John Schauwecker CPPB, C.P.M
Procurement Manager

cc: Clair Sullivan
Deputy Commissioner

April Wilkerson,
Administrative Services Director

Jacob Wyckoff,
Institutions Director

Geri Fox,
Pretrial Services Director

Brann Wade,
Probation Officer V

Matthias Cicotte
Alaska Department of Law
Attorney III