

**City of Kodiak Special Council Meeting Agenda for February 4, 2014
7 p.m., at the Borough Conference Room, 710 Mill Bay Road (Room 121)**

- I. Call to Order**
Roll Call


- II. Public Comments on Agenda Items Only**

- III. Authorization of Fisheries Analyst Contract1**

- IV. Adjournment**

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MEMORANDUM TO COUNCIL

To: Mayor Branson and City Councilmembers
From: Aimée Kniaziowski, City Manager 
Date: February 4, 2014

Agenda Item: III. Authorization of Fisheries Analyst Contract

SUMMARY: The City Council and Borough Assembly have worked with a fisheries analyst since 2011 to help track and respond to fisheries resource management issues important to the Kodiak area. The first analyst resigned in the fall of 2013. The joint fisheries work group issued an RFP for a replacement in December and recommended a contract with McCarty and Associates at their January 27, 2014 meeting. The Council and Assembly discussed the recommendation to offer McCarty and Associates a contract at the joint work session on January 30, 2014 and agreed to forward the contract at their respective upcoming meetings. The Assembly is scheduled to authorize the contract at their February 6, 2014 meeting. Staff recommends Council approve the two-year contract with McCarty and Associates.

PREVIOUS COUNCIL ACTION:

- December 8, 2011 Council authorized a contract with Resource Consultancy for the first fisheries analyst position.
- January 30, 2014 at City-Borough joint work session, reviewed the recommendation for a contract with McCarty and Associates and planned to bring the contract to both bodies' upcoming meetings for approval.

DISCUSSION: The City Council and Borough Assembly established a fisheries work group to hold meetings and work with the jointly contracted fisheries analyst on fisheries issues of importance to Kodiak. The joint fisheries work group is made up of three Council and three Assembly members and both managers. This group worked regularly with the first analyst hired for the position back in 2011, Denby Lloyd of Resource Consultancy.

The work group issued an RFP for his replacement in the fall of 2013. They reissued the RFP to clarify experience needed for the position and received and evaluated four proposals. The group recommended a contract be issued to McCarty and Associates for the position, and the Borough Manager worked with Ms. McCarty to develop a draft contract.

The recommendation and draft contract were presented to the Council and Assembly at the joint work session on January 30. Ms. McCarty joined the meeting by teleconference for a round of questions by

both bodies. The Assembly is scheduled to authorize the contract at their February 6, 2014 meeting, and the Council will review the contract and discuss the recommendation at this meeting. Once both groups authorize the contract, it will become effective on February 7, 2014, and remain in effect for two years until February 6, 2016. It may be extended for two one-year terms on approval by all parties. The contract calls for a fee of \$5,000 per month plus reimbursement for authorized expenses. The City will pay half of all costs and the Borough will pay the other half.

ALTERNATIVES: Council may approve, postpone, or not approve the attached contract. Staff recommends Council approve the contract as submitted since the need for an individual to advise the City and Borough on fisheries matters is important and ongoing.

FINANCIAL IMPLICATIONS: The cost for this professional service contract to the City is \$30,000 per year plus authorized expenses. Costs for this professional service are included in the Legislative section of the FY2014 budget so this award would be covered by the existing budget.

CITY MANAGER'S RECOMMENDATION AND COMMENTS: I have attended many of the meetings of the joint fisheries work group and have seen the benefit of having advice provided from a professional fisheries analyst or consultant. The joint fisheries work group went through a standardized process to issue the RFP and make their final recommendation. Ms. McCarty has a broad-based knowledge of fisheries and aquaculture issues from her years of professional involvement across a spectrum of fisheries organizations and issues. I recommend Council approve this contract and authorize me to sign it for the City.

ATTACHMENTS:

Attachment A: Letter of Interest from Heather McCarty, dated January 21, 2014

Attachment B: Contract with McCarty and Associates

Attachment C: Fisheries Analyst RFP

PROPOSED MOTION:

Move to authorize the professional services agreement with McCarty and Associates for fisheries analyst consulting and related services, effective from February 7, 2014 through February 6, 2016, in the amount of \$30,000 per year plus authorized expenses for the City's share of the contract costs, with funds coming from the General Fund Legislative professional services account, and authorize the City Manager to execute the contract for the City.

January 21, 2014

Kodiak Island Borough
Office of the Manager
710 Mill Bay Road
Kodiak, AK 99615

Dear Mr. Cassidy:

I am submitting this proposal in response to the Request for Proposals for the services of a Fisheries Analyst for the Kodiak Island Borough and the City of Kodiak. Along with this transmittal letter I attach the required Implementation Plan, my company profile and work experience and credentials in the form of an expanded CV, my proposed fee, and four references.

It is with great pleasure and anticipation that I submit a proposal to work with the community leaders and people of Kodiak. I am a 35-year resident of coastal Alaska fishing communities, from a commercial salmon fishing family, and a true believer in the need for reasonable and informed local decision-making to sustain and develop this state's fisheries resources. Although I have never lived in Kodiak, I have been visiting your beautiful island regularly for more than 20 years, as a long-time member of the Policy Council for your "Fish Tech" Center, as a faithful ComFish attendee, as a member of the North Pacific Council "family," and as a consultant for a Kodiak processor who works with all species.

My experience and familiarity with the local commercial and sport fisheries has been augmented by ten years of work with a community development group in the Bering Sea, where I gained an appreciation for the importance of subsistence fisheries to the Alaska Native cultures. The long association with the University of Alaska School of Fisheries and Ocean Sciences in both an advisory capacity and as an administrator of an industry-funded marine research program has given me insight into the important role of science in sustaining fisheries. I also served for three years as the fishery representative on the North Pacific Research Board, advocating for research in support of pressing fishery management issues.

As to current experience in the fishery regulatory process, I have attended every meeting of the North Pacific Fisheries Management Council (NPFMC) for the last 15 years, serving on a Council committee, making testimony and moving forward a number of important Council actions on behalf of employers and clients. I have also been to every regular meeting of the International Pacific Halibut Commission (IPHC) for the last six years, and have served on its Processor Advisory Group during that period. I cut my regulatory teeth on salmon issues when I worked with the salmon industry in Prince William Sound, moving actions through the Board of Fisheries (BOF) and the Department of Fish and Game. I have not spent a lot of time in the last few years at the BOF, but I am very familiar with that process.

Because of my varied experiences, I understand fishery resource management issues in Alaska, from several different perspectives: harvesting, processing, aquaculture, marketing, Alaska Native culture, sustainability, research and education. I have participated in formal and informal bodies, boards and commissions at all levels, and am able to communicate well in those settings.

I am very conversant with the State Constitution and the State and Federal fishery regulations, and with the processes that create them. The Magnuson Stevens Act with its national standards has been in my briefcase for years, and is dog-eared from use. I have taken a national course in the NEPA regulations that guide Federal regulatory decision-making.

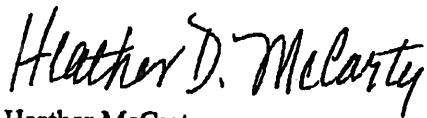
One of my personal and professional hallmarks is fairness and honesty; I hope that conversations with my references will bring that out. Because I have represented many different sectors and interests, and have lived in and focused on fishing communities, I really do perceive and approach issues from multiple angles – and always with the interests of the community uppermost. I believe I can offer unbiased fisheries analysis and advice to the community leaders of Kodiak.

It is clear to me that some might consider my work with a Kodiak processor a conflict of interest with representing the City and Borough of Kodiak. If I am asked to work with Kodiak, I am prepared to immediately and completely end that professional relationship. My other client relationships, in my opinion, could not be judged a conflict of interest.

Regarding technical considerations, I do have property and car insurance, including liability insurance, and can provide that information. I do not have professional liability insurance, as it has not been required in other contracts and it is a considerable expense. I am in the process of renewing my Alaska business license.

I believe I have provided all of the required information – but if you have any questions or need additional information please call or email me any time. I look forward to hearing from you, and to serving the people of Kodiak.

Best regards,

A handwritten signature in black ink that reads "Heather D. McCarty". The signature is written in a cursive, flowing style.

Heather McCarty

**Professional Services Agreement with
McCarty and Associates
for Fisheries Analyst Consulting and Related Services**

This **AGREEMENT**, made and entered into this **7th** day of **February, 2014** by and between the **KODIAK ISLAND BOROUGH**, organized under the laws of the State of Alaska, hereinafter referred to as the "**Borough**", the **CITY OF KODIAK**, organized under the laws of the State of Alaska, hereafter referred to as the "**City**" and **MCCARTY AND ASSOCIATES** a sole proprietor company authorized to do business in Alaska, with offices located at Juneau, Alaska, hereinafter referred to as the "**Contractor**."

WITNESSETH

WHEREAS, the Borough and City wish to enter into a contract with an independent contractor to monitor, analyze and report on fisheries issues and policy developments that may impact or affect the economy and community in Kodiak, Alaska; and

WHEREAS, in response to a request for proposals, Contractor submitted a proposal asserting it is qualified to perform these services and able to do so in a timely manner;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Agreement" shall mean this Professional Services Agreement, including:
 - Exhibit A – McCarty & Associates proposal dated January 21, 2014
 - Exhibit B – Borough and City’s request for proposals
- 1.2 "Change Order" is an addition to, or reduction of, or other revision approved by the Borough and City in the scope, complexity, character, or duration of the services or other provisions of this Agreement.
- 1.3 "Borough" shall mean the Kodiak Island Borough, Alaska.
- 1.4 "Borough/City Fisheries Work Group" is a sub-committee of the Borough Assembly and City Council consisting of three Assembly members and three Council members (KIB Assembly Resolution FY2013-32).
- 1.5 "City" shall mean the City of Kodiak, Alaska.

1.6 "Contracting Officers" shall mean Borough Manager and the City Manager, and include any successor or authorized representatives.

1.7 "Contractor" shall mean McCarty and Associates.

1.8 "Fisheries Analyst Services" shall include monitoring, analyzing, and reporting to the Borough and City on fisheries issues and policy developments that may impact or affect the economy and communities with the City and the Borough, as further described in the Borough's and City's request for proposals (Exhibit B) and Contractor's proposal (Exhibit A).

2.0 TERM OF AGREEMENT. This Agreement shall take effect on February 7, 2014. This Agreement shall remain in full force and effect for two years expiring on February 6, 2016. This Agreement may be extended for two one year options to extend upon approval by the Borough, City and Contractor. This Agreement may be amended only in writing and upon compliance with all applicable statutes, ordinances, and regulations.

3.0 FEES. Contractor will be paid \$5,000 per month, at the beginning of each month, and reimbursed for reasonable travel-related costs including airfare, local transportation, lodging and per diem for meals based on the current US Government Services Administration (GSA) agency schedule. The Contractor will submit monthly invoices, detailing work and expenses incurred. The Borough and City will each pay one half of each accurate monthly invoice.

4.0 SCOPE OF SERVICES. The Borough, City, and Contractor have agreed upon a scope of work described in the Contractor's proposal, Exhibit A, to provide Fisheries Analyst Services based on approved standards and instructions [as specifically described in Exhibits A and B.] When available, Contractor will also attend local meetings of the Kodiak Fisheries Advisory Committee (KFAC) and the Kodiak Regional Aquaculture Association (KRAA). Attendance at other meetings may be requested by the Borough/City Fisheries Work Group. Additional Contractor fee for additional meetings (if any) must be agreed to, in writing, and approved by the Borough/City Fisheries Work group.

This Scope of Services can only be changed in writing pursuant to Section 25.0 of this Agreement.

5.0 REPORT SCHEDULE. Written quarterly reports shall be provided to the Borough and City within 30 days following the end of each calendar quarter. Contractor shall also report, written and/or oral, to the Borough/City Fisheries Sub-committee after each fisheries meeting attended and attend Borough/City Joint Work Sessions when requested by the Borough/City Fisheries Sub-committee. Joint work sessions are anticipated to occur on a quarterly basis.

6.0 PERSONNEL/ORGANIZATION

6.1 Key Personnel. Fisheries Analyst Services provided by the Contractor will be performed by:

Heather McCarty

6.2 Changes in Key Personnel. The Contractor shall give the Borough and City, through notice to the Contracting Officers, reasonable advance notice of any necessary substitution or change of key personnel and shall submit justification therefore in sufficient detail to permit the Borough and City to evaluate the impact of such substitution on this Agreement. No substitutions or other changes shall be made without the written consent of the Borough.

7.0 STANDARD OF PERFORMANCE. The Contractor agrees to use its best efforts to provide Fisheries Analyst Services. The Contractor accepts the relationship of trust and confidence established between it and the Borough and City by this Agreement. The Contractor covenants with the Borough and City to furnish its best skill and judgment. The Contractor shall provide all services in a competent manner.

8.0 TIMELINESS OF PERFORMANCE. Time is of the essence in this Agreement.

9.0 COMPLIANCE WITH LAWS. The Contractor shall be familiar with and at all times comply with and observe all applicable federal, state and local laws, ordinances, rules, regulations, and executive orders, all applicable safety orders, all orders or decrees of administrative agencies, courts, or other legally constituted authorities having jurisdiction or authority over the Contractor, the Borough, or the service which may be in effect now or during performance of the services.

10.0 INDEMNITY. The Contractor shall indemnify, defend, and hold harmless the Borough and City from and against any claim of, or liability for, negligent acts, errors, and omissions of the Contractor under this Agreement, including attorney fees and costs. The Contractor is not required to indemnify, defend, or hold harmless the Borough or City for a claim of, or liability for, its (the Borough or City, as applicable) independent negligent acts, errors, and omissions. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Contractor

and the Borough and City, the indemnification, defense, and hold harmless obligation of the Contractor, and liability of the parties, shall be apportioned on a comparative fault basis. In this provision, "Contractor", "Borough" and "City" include the employees, agents, and contractors who are directly responsible, respectively, to each. In this provision, "independent negligent acts, errors, and omissions of the Borough and City means negligence other than in the Borough's and City's selection, administration, monitoring, or controlling of the Contractor, or in approving or accepting the Contractor's work.

11.0 INSURANCE. The Contractor understands that no Borough or City insurance coverage, including Workers' Compensation, is extended to the Contractor while completing the services described in this Agreement. The Contractor shall carry adequate (commercially reasonable coverage levels) insurance covering Workers' Compensation, general public liability, automobile, professional liability, and property damage including a contractual liability endorsement covering the liability created or assumed under this Agreement. The Contractor shall not commence work under this Agreement until the Contractor provides the Borough and City with certificates of insurance evidencing that all required insurance has been obtained. These insurance policies and any extension or renewals thereof must contain the following provisions or endorsements:

- a. Borough and City are additional insured thereunder as respects liability arising out of or from the work performed by Contractor.
- b. Borough and City will be given thirty (30) days prior notice of cancellation or material alteration of any of the insurance policies specified in the certificate.
- c. Insurer waives all rights of subrogation against Borough and City and their employees or elected officials.
- d. The insurance coverage is primary to any comparable liability insurance carried by the Borough and City.

Upon request, Contractor shall permit the Borough and City to examine any of the insurance policies specified herein. Any deductibles or exclusions in coverage will be assumed by the Contractor, for account of, and at the sole risk of the Contractor.

The minimum amounts and types of insurance provided by the Contractor shall be subject to revision at the Contracting Officers' request in order to provide continuously throughout the term of the Agreement a level of protection consistent with good business practice and accepted standard of the industry.

12.0 GOVERNING LAW. The laws of Alaska will determine the interpretation, performance and enforcement of this Agreement.

13.0 OWNERSHIP OF WORK PRODUCTS. Payment to the Contractor for services hereunder include full compensation for all work products and other materials produced by the Contractor pertaining to this Agreement.

The originals of all material prepared or developed by the Contractor or its employees, agents, or representatives hereunder, including documents, drawings, designs, calculations, maps, sketches, notes, reports, data, models, computer tapes, and samples shall become the property of the Borough and City when prepared, whether delivered or not, and shall, together with any materials furnished the Contractor and its employees, agents, or representatives by the Borough and City hereunder, be delivered to the Borough and City upon request and, upon termination or completion of this Agreement. Materials previously created and copyrighted by the Contractor included in this project will remain property of the Contractor. Copies will be made available to the Borough and City upon request. Materials purchased from and copyrighted by third parties are not included in this provision.

14.0 PATENTS, TRADEMARKS, AND COPYRIGHTS. The Contractor agrees to defend, indemnify, and save the Borough and City harmless from and against any and all claims, costs, royalties, damages and expenses of any kind of nature whatsoever (including attorneys' fees) which may arise out of or result from or be reasonably incurred in contesting any claim that the methods, processes, or acts employed by the Contractor or its employees in connection with the performance of services hereunder infringes or contributes to the infringement of any letter patent, trademark, or copyright. In case such methods, processes, or acts are in suit held to constitute infringement and use is enjoined, the Contractor, within reasonable time and at its own expense, will either secure a suspension of the injunction by procuring for the Borough and City a license or otherwise, or replace such method, process, etc., with one of equal efficiency.

15.0 NONWAIVER. No failure of the Borough, City or Contractor to insist upon the strict performance by the other of any of the terms of this Agreement or to exercise any right or remedy herein conferred, shall constitute a waiver or relinquishment to any extent of its rights to rely upon such terms or rights on any future occasion. Each and every term, right, or remedy of this Agreement shall continue in full force and effect.

16.0 SAFETY/PERFORMANCE. The Contractor shall comply with all federal and state statutes, ordinances, orders, rules, and regulations pertaining to the protection of workers and the public from injury or damage, and shall take all other reasonable precautions to protect workers and the public from injury or damage.

17.0 SUSPENSION OR TERMINATION.

17.1 Fault Termination or Suspension. This Agreement may be terminated by any party upon ten (10) days written notice if another party fails substantially to perform in accordance with its terms. If the Borough or City terminates this Agreement, they will pay the Contractor a sum equal to the percentage of work completed and accepted that can be substantiated by the Contractor, offset by any amounts owed to the Borough or City. However, within the ten (10) day Notice of Intent to terminate the party in default shall be given an opportunity to present a plan to correct its failure.

17.2 Convenience Suspension or Termination. Any party may at any time terminate or suspend this Agreement upon 30 days' prior written notice to each of the other parties, for any reason including its own needs or convenience. In the event of a convenience termination or suspension for more than six (6) months, the Contractor will be compensated for authorized services and authorized expenditures performed to the date of termination or suspension. No fee or other compensation for the uncompleted portion of the services will be paid, except for already incurred indirect costs which the Contractor can establish and which would have been compensated but because of the termination or suspension would have to be absorbed by the Contractor without further compensation.

17.3 Activities Subsequent to Receipt of Notice of Termination or Suspension. Following receipt of a Notice of Termination or suspension and except as otherwise directed by the Contracting Officers, the Contractor shall:

- a. perform only work authorized under this Agreement through the termination or suspension date and to the extent specified in the Notice; and
- b. deliver in the manner, at the times, and to the extent directed by the Contracting Officers, work in progress, completed work, supplies, and other material produced as a part of, or acquired in respect of the performance of the work terminated or suspended by the Notice.

18.0 EQUAL EMPLOYMENT OPPORTUNITY. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, change in marital status, pregnancy, or parenthood when the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall take affirmative action required by law to ensure that applicants are employed and that employees are treated during

employment without regard to their race, color, religion, national origin, ancestry, age, or marital status.

19.0 NO ASSIGNMENT OR DELEGATION. The Contractor may not assign, subcontract or delegate this Agreement, or any part of it, or any right to any of the money to be paid under it without written consent of the Contracting Officers.

20.0 INDEPENDENT CONTRACTOR. The Contractor shall be an independent contractor in the performance of the work under this Agreement, and shall not be an employee or agent of the Borough or of the City.

21.0 PAYMENT OF TAXES. As a condition of performance of this Agreement, the Contractor shall pay all federal, state and local taxes incurred by the Contractor and shall require their payment by any other persons in the performance of this Agreement.

22.0 PRECEDENCE AND DIVISIBILITY. The provisions of this Agreement shall fully govern the services performed by the Contractor. If any term, condition, or provision of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.

23.0 ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties as to the services to be rendered by the Contractor. All previous or concurrent agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

24.0 CLAIMS AND DISPUTES. Venue for all claims and disputes under this Agreement, if not otherwise resolved by the parties, shall be in the appropriate Alaska State court in Anchorage or Kodiak, Alaska.

25.0 CHANGES IN SCOPE OF WORK.

25.1 General. Additional services not specifically provided for in this Agreement will not be compensated.

25.2 Changes in Scope of Work. The Contracting Officers may, at any time, by a written Change Order delivered to the Contractor, make changes to the scope of work, or authorize additional work outside the scope of work to the extent authorized by Borough and City appropriations.

25.3 Compensation to the Contractor. If any Change Order for which compensation is allowed under this Article causes an increase or decrease in the estimated cost of, or time required for, the performance of

any part of the work under this Agreement, or if such change otherwise affects other provisions of this Agreement, an equitable adjustment will be negotiated. Such an adjustment may be:

- a. in the estimated cost or completion schedule, or both;
- b. in the amount of fee to be paid; and
- c. in such other provisions of the Agreement as may be affected, and the Agreement shall be modified in writing accordingly.

25.4 Any claim by the Contractor for adjustment under this section must be asserted within fifteen (15) days from the day of receipt by the Contractor of the notification of change; provided, however, that the Contracting Officers, deciding that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment shall be a dispute within the meaning of Section 2540 of this Agreement.

26.0 LIMITATION OF FUNDS.

26.1 At no time will any provision of this Agreement make the Borough or City liable for payment for performance of work under this Agreement in excess of the amount that has been appropriated by the Borough Assembly (for the Borough) or City Council (for the City) and obligated for expenditure for purposes of this Agreement.

26.2 Change orders issued pursuant to Section 25 of this Agreement shall not be considered an authorization to the Contractor to exceed the amount allotted in the absence of a statement in the change order, or other modification increasing the amount allotted.

26.3 Nothing in this Section shall affect the right of the Borough and City under Section 17 to terminate this Agreement.

27.0 PRIOR WORK. For the purposes of this Agreement, work done at the request of the Borough and City before execution of this Agreement, if any, shall be deemed to be work done after its execution and shall be subject to all the conditions contained herein.

28.0 NOTICES. Any notices, bills, invoices, or reports required by the Agreement shall be sufficient if sent by the parties by electronic mail or by United States mail, postage paid, to the addresses noted below:

Kodiak Island Borough
Attn: Borough Manager
710 Mill Bay Road, Room 125
Kodiak, AK 99615
bcassidy@kodiakak.us

McCarty and Associates
Attn: Heather McCarty
1537 Pine Street
Juneau, AK 99801
hdmccarty@gmail.com

City of Kodiak
Attn: City Manager
710 Mill Bay Road
Kodiak, AK 99615
akniazowski@city.kodiak.ak.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

Kodiak Island Borough

By: Charles E. Cassidy, Jr.
Title: Borough Manager
Date: _____

McCarty and Associates

Heather D. McCarty

By: Heather McCarty
Title: Owner
Date: 1/30/14

ATTEST:

Nova Javier, MMC
Borough Clerk

(Borough seal)

City of Kodiak

By: Aimée Kniazowski
Title: City Manager
Date: _____

ATTEST:

Debra Marlar, MMC
City Clerk

(City seal)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

MCCARTY AND ASSOCIATES

1537 PINE ST. JUNEAU AK 99801

owned by

HEATHER MCCARTY

is licensed by the department to conduct business for the period

January 29, 2014 through December 31, 2014
for the following line of business:

54 - Professional, Scientific and Technical Services

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Susan K. Bell
Commissioner



Request for Proposals: FISHERIES ANALYST

1. AUTHORITY

- A. The authority to issue this Request for Proposal (RFP) is granted under KIBC 3.30.110 Competitive sealed proposals – Negotiated procurement.

2. PURPOSE AND INTENT

- A. It is the primary intent of this RFP is to select a qualified firm or individual to act as a Fisheries Analyst. The Fisheries Analyst will work jointly for the local governments of Kodiak Island: the Kodiak Island Borough (KIB) and the City of Kodiak (City). The selected proposer will enter into a term contract for a period of two years with options for two additional one year extensions. The term contract will include a six month initial review to ensure an understanding of the Scope. The contract will also include a termination clause by either party with a 30 day notice.
- B. The work shall be performed in compliance with all applicable federal, state and local requirements. The KIB and City require all work to be performed efficiently, cost effectively, and according to best business practices of the industry.

3. BACKGROUND/SITUATION

The economy of the Kodiak region is based on a healthy, diverse and well-managed fisheries resource that includes more than 30 species of fish harvested and processed onshore. The Kodiak region comprises all fisheries user groups -- subsistence, sportfish, commercial sportfish, personal use, commercial fish, the processing sector, fisheries research and protection sectors, and the fishing industry support sector. Policy development and regulatory management in the Kodiak region is challenging because of the need to address such diverse and competing concerns as species fished, vessel size, gear type, limited entry permits, quota share, limited license permits, and crew share interests.

4. SCOPE (aim or purpose)

The primary role of the Fisheries Analyst will be to monitor, analyze and report on fisheries issues and policy developments that may impact or affect the economy and community of Kodiak.

- A. Monitor actions and pending decisions of regulatory bodies such as the NOAA/National Marine Fisheries Service, the State of Alaska Department of Fish and Game, and International Pacific Halibut Commission to anticipate regulatory actions that could impact Kodiak’s economy.
- B. Attend meetings of the North Pacific Fisheries Management Council, State of Alaska Board of Fisheries, and other fishery meetings as directed, to

provide a summary of issues, discussion and actions to the Assembly/City Council that could impact Kodiak's economy.

- C. Provide written quarterly report to both the Borough Assembly and the City Council and make presentations at joint Borough Assembly/City Council work sessions. Reporting should include discussions or updates of ongoing concerns, introductions of proposed changes, and a summary of work performed since the previous report.
- D. Prepare analyses of potential impacts of proposed regulatory changes on the Kodiak economy.
- E. Provide information to Assembly/Council to analyze and understand issues based on facts and from a neutral point of view, and to make decisions or develop positions on issues affecting or impacting the economy and people of Kodiak.
- F. The successful proposer should possess the following qualifications:
 - 1. An understanding of local and regional fisheries to include species, vessel and gear types, fisheries user groups -- subsistence, sportfish, commercial sportfish, personal use and commercial fish, and the processing sector.
 - 2. A thorough understanding of the State constitution regarding Alaska's fisheries and all state and federal fisheries laws and regulations.
 - 3. An understanding of fisheries resource management issues and how they affect Kodiak's seafood industry and economy.
 - 4. Documented recent experience in state and federal fisheries resource management processes.
 - 5. Current or recent involvement in the fisheries regulatory process in both the State and Federal environment, specifically the North Pacific Fisheries Management Council, IPHC and AK Department of Fish and Game, Board of Fish.
 - 6. Familiarity with the Magnuson Stevens Act and how the national standards pertain to community fisheries.
 - 7. Ability to communicate effectively with local government bodies and to provide written reports both to and on behalf of the governing bodies.
 - 8. The ability to remain neutral on divisive issues.
 - 9. The ability to work well with boards and commission at the federal, state and local levels.
 - 10. Ability to provide applicable insurance coverage, such as workers' compensation, commercial automobile liability and professional liability.
 - 11. Possession of a State of Alaska Business License.

In the event that the proposer does not possess the above qualifications, the proposer must include a plan for addressing the lack of experience or qualification.

Additionally, if a proposer possesses a perceived conflict of interest, the proposer must also include a discussion about how the conflict of interest will be avoided

- G. The successful proposer will enter into a professional services contract that must be approved by the Kodiak Island Borough Assembly and Kodiak City Council.

5. REQUIRED INFORMATION

- A. Proposals must include:
- Transmittal Letter
 - Implementation Plan
 - Company Profile
 - Experience
 - Credentials
 - Proposed Fee
 - References
 - Ability to provide applicable insurance coverage

6. PROPOSAL PROCESS

- A. Proposals will be accepted until 3:00 PM on Tuesday, January 21, 2014. It is the proposer's responsibility to deliver proposals to:

Kodiak Island Borough
Office of the Manager
710 Mill Bay Road
Kodiak, AK 99615
(907) 486-9301

Faxed and electronic proposals will not be accepted.

- B. Proposals must be clearly marked: **FISHERIES ANALYST SERVICES PROPOSAL**

Provide six unbound copies of the proposal.

- C. Evaluation Methodology: Each proposal will be evaluated according to criteria and given the relative weight shown in the table below.

| EVALUATION CRITERIA | RELATIVE WEIGHT |
|-----------------------------|-----------------|
| PROPOSED RATES | 25% |
| QUALIFICATIONS/EXPERIENCE | 25% |
| IMPLEMENTATION PLAN | 25% |
| REFERENCES | 15% |
| OVERALL QUALITY OF PROPOSAL | 10% |

A recommendation of the top respondent will be made based on the results of reference checks, qualifications of the firm and response to the Scope of service provided. This will be submitted to the Kodiak Island Borough Assembly and the City of Kodiak City Council for approval and award.

- D. Miscellaneous

The KIB and City reserve the right to reject or accept any or all bids, to waive irregularities or informalities in the proposal, and to give particular attention to the qualifications of the Proposer.

KIB and City reserve the right to issue written addenda to revise or clarify the RFP, respond to questions, and/or extend or shorten the due date of proposals.

KIB and City retain the right to cancel the RFP process if it is in their best interest. Any cost incurred by proposers for the preparation and submittal of the proposal is the sole responsibility of the proposer.

A proposal may be corrected or withdrawn by a written request received prior to the deadline for receipt of proposals.

All proposals become part of the public record and no part of any proposal may be confidential.

All proposals and other material submitted become KIB and City property and may be returned only at their option.

KIB and City assume no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

Any and all media announcements pertaining to this RFP require KIB and City's prior written approval.

This RFP does not obligate KIB and City or the selected proposer until a contract is signed and approved by all parties.

Contact Borough Manager Bud Cassidy at (907) 486-9302 or at bcassidy@kodiakak.us with questions regarding this solicitation.