

**CITY COUNCIL—BOROUGH ASSEMBLY  
JOINT WORK SESSION AGENDA**

**Wednesday, February 24, 2016**

**Library Multi-Purpose Room**

**7:30 p.m.**

**(City Chairing)**

*Joint work sessions are informal meetings of the City Council and Borough Assembly where elected officials discuss issues that affect both City and Borough governments and residents. Although additional items not listed on the joint work session agenda are sometimes discussed when introduced by elected officials, staff, or members of the public, no formal action is taken at joint work sessions and items that require formal action are placed on a regular City Council and/or Borough Assembly meeting agenda. Public comments at work sessions are NOT considered part of the official record. Public comments intended for the “official record” should be made at a regular City Council or Borough Assembly meeting.*

1. Public Comments (limited to 3 minutes each)
2. Discussion of Extension of Fisheries Analyst Contract..... 1
3. Purpose and Strategy of the Fisheries Work Group.....13

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February 15, 2016

Aimee Kniaziowski, Manager  
City of Kodiak

Bud Cassidy, Manager  
Kodiak Island Borough

Dear Aimee and Bud:

As you may know, I have been in England the last six days for my brother-in-law's funeral, so I apologize if I am a bit behind on news or communication regarding the status of my contract renewal as Fisheries Analyst. I have seen the news articles on Internet sites, and I spoke to Bud early last week. I understand that the Borough Assembly began with a proposal for a one-year renewal, but ended up with a six-month proposal. There was also some mention of revised deliverables, but I have not yet heard anything specific. Subsequently, the City Council agreed on a one-year renewal proposal.

I also understand that the Assembly and Council are planning to discuss the contract renewal at a joint work session on February 24. In the meantime, the Kodiak Fisheries Work Group plans a meeting on February 19 to discuss the KFWG itself. And, the KFWG has on its agenda a discussion of the contract status on February 17. I have not been formally invited to participate in these discussions, but I would of course be very pleased to be involved in any way you think appropriate. I am especially interested in discussions about improving the structure and process of the KFWG.

It might be helpful to give you my thoughts on the contract matter. The original contract spoke to renewal of up to two years, in one-year increments, by mutual agreement of the three parties. I would prefer a one-year renewal, as proposed by the City Council. Apart from the fact that this is what the original contract anticipated, there are several reasons why one year's renewal makes sense.

On behalf of the City and Borough, the KFWG has made enormous strides in its work on several fisheries issues that directly affect the community of Kodiak. The economic study of fisheries' impacts on the economy of Kodiak was one of the original deliverables requested at the beginning of my contract. We finally have that study in motion, and it is due to be delivered in late spring, in time to be useful in assessing the potential effects of federal fishery management proposals before the North Pacific Fishery Management Council (NPFMC). It will also be important in analyzing any number of other actions and decisions, ranging from State Board of Fisheries management to tax and revenue issues.

One of the central fisheries issues affecting Kodiak, the Gulf Trawl Bycatch Management (GTBM) action before the North Pacific Council, is just now reaching a critical juncture. The North Pacific Council meets in Kodiak in June, to focus specifically on community impact aspects of this management action. The major decisions on the ultimate direction of this program will be made towards the end of this year and into 2017.

As advisors to the City Council and Borough Assembly, the KFWG has been and remains engaged in an in-depth study and review of the major issues of the GTBM program. This process is on-going, with the need to bring new members of the KFWG up to speed on the key elements of the proposed program, and how alternative solutions may affect your community. Members of the KFWG are particularly good about effectively involving members of the public in this effort. The Co-chairs, and members of the KFWG and the City Council and Borough Assembly, have already made significant impacts on the process by testifying to and interacting with the NPFMC over the last two years.

The North Pacific Council has come to depend on your community process – which has included two community forums and expert presentations – to arrive at and provide balanced and educated input on the Gulf Trawl Bycatch issue. This need will continue as the GTBM issue reaches critical decision points in October and December.

Please let me know what level of input you might need from me as these discussions go forward. I believe we need to discuss deliverables, streamlining of administration and clarity of authority. I love working with the community of Kodiak and look forward to continuing.

I am copying the Mayors and the Co-chairs of the KFWG to keep them informed. Feel free to share this with the other members of your municipal bodies – I get the feeling that I need to interact more frequently and effectively with them.

Best regards,

Heather McCarty

Cc: Mayor Pat Branson  
Mayor Jerrol Friend  
John Whiddon  
Rebecca Skinner

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

This **AGREEMENT**, made and entered into this **7<sup>th</sup>** 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](mailto:bcassidy@kodiakak.us)

McCarty and Associates  
Attn: Heather McCarty  
1537 Pine Street  
Juneau, AK 99801  
[hdmccarty@gmail.com](mailto:hdmccarty@gmail.com)

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Kodiak Island Borough**

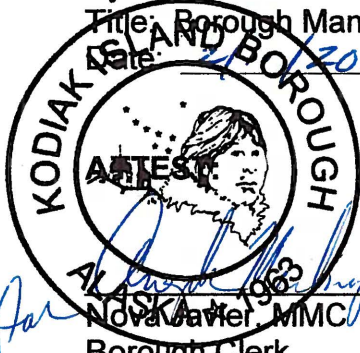
**McCarty and Associates**

*Charles E. Cassidy Jr*

By: Charles E. Cassidy Jr  
Title: Borough Manager  
Date: 1/30/14

*Heather D. McCarty*

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



*Janet...*  
Nov 1982  
Borough Clerk

(Borough seal)

**City of Kodiak**

*Aimée Kniazowski*

By: Aimée Kniazowski  
Title: City Manager  
Date: 2/9/14

**ATTEST:**

*Debra Marlax*

Debra Marlax, MMC  
City Clerk



(City seal)

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**CITY OF KODIAK  
RESOLUTION NUMBER 2012-30**

**A JOINT RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AND  
THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH SUPPORTING THE  
OVERALL APPROACH TO FISHERY ISSUES BY THE KODIAK FISHERIES  
WORKGROUP**

WHEREAS, the economy and well-being of residents of the City of Kodiak and the Kodiak Island Borough depend upon commercial, recreational, and subsistence fisheries; and

WHEREAS, revenues to the municipal governments are derived directly and indirectly from activities of the fishing industry and related businesses; and

WHEREAS, the City of Kodiak and the Kodiak Island Borough wish to assure the growth and sustainability of the region's fisheries; and

WHEREAS, the City of Kodiak and the Kodiak Island Borough have begun a program to become directly involved in the public fishery policy decision-making processes of state and federal governments; and

WHEREAS, fishery management, regulation, and policy decisions are often complex and controversial and often affect various user groups in different fashions; and

WHEREAS, the City of Kodiak and the Kodiak Island Borough do not wish to unduly favor any user group over another.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Kodiak and the Assembly of the Kodiak Island Borough to support and adopt the following statement of the Kodiak Fisheries Workgroup's overall approach for consideration of fishery management issues of interest and concern to the Kodiak region:

Overall Approach:

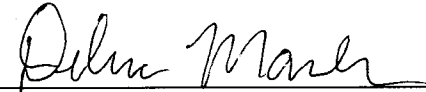
1. Focus on overall impacts to the community and maintenance and growth of revenue streams.
2. Understand how various approaches will fundamentally impact fisheries and resources.
3. Frame benchmarks and objectives as positive statements.
4. Refrain from taking positions on allocative questions (to the extent possible, while understanding that many issues and decision will have allocative implications).
5. Focus on broad-scale program features (i.e., keep a 30,000 ft. viewpoint), unless specific program elements threaten the goals for management programs as referenced within Resolution No. 2012-31 of the City of Kodiak.

CITY OF KODIAK



MAYOR

ATTEST:



CITY CLERK

Adopted: September 27, 2012



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Introduced by: Borough Assembly  
Requested by: Kodiak Fisheries Workgroup  
Drafted by: Borough Clerk  
Introduced on: 09/20/2012  
Adopted on: 09/20/2012

**KODIAK ISLAND BOROUGH  
RESOLUTION NO. FY 2013-09**

**A JOINT RESOLUTION OF THE KODIAK ISLAND BOROUGH ASSEMBLY AND THE  
CITY OF KODIAK COUNCIL SUPPORTING THE OVERALL APPROACH TO FISHERY  
ISSUES BY THE KODIAK FISHERIES WORKGROUP**

**WHEREAS,** the economy and well-being of residents of the Kodiak Island Borough and the City of Kodiak depend upon commercial, recreational, and subsistence fisheries; and

**WHEREAS,** revenues to the municipal governments are derived directly and indirectly from activities of the fishing industry and related businesses; and

**WHEREAS,** the Kodiak Island Borough and the City of Kodiak wish to assure the growth and sustainability of the region's fisheries; and

**WHEREAS,** and the Kodiak Island Borough and the City of Kodiak have begun a program to become directly involved in the public fishery policy decision-making processes of state and federal governments; and

**WHEREAS,** fishery management, regulation, and policy decisions are often complex and controversial and often affect various user groups in different fashions; and

**WHEREAS,** the Kodiak Island Borough and the City of Kodiak do not wish to unduly favor any user group over another.

**NOW, THEREFORE BE IT JOINTLY RESOLVED BY THE KODIAK ISLAND BOROUGH ASSEMBLY AND THE CITY OF KODIAK COUNCIL** to support and adopt the following statement of the Kodiak Fisheries Workgroup's overall approach for consideration of fishery management issues of interest and concern to the Kodiak region:

**Overall Approach:**

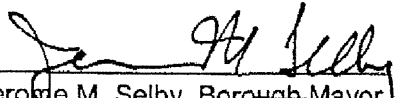
1. Focus on overall impacts to the community and maintenance and growth of revenue streams.
2. Understand how various approaches will fundamentally impact fisheries and resources.
3. Frame benchmarks and objectives as positive statements.
4. Refrain from taking positions on allocative questions (to the extent possible, while understanding that many issues and decision will have allocative implications).

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5. Focus on broad-scale program features (i.e., keep a 30,000 ft. viewpoint), unless specific program elements threaten the goals for management programs as referenced within Resolution No. FY2013-10 of the Kodiak Island Borough.

**ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH  
THIS TWENTIETH DAY OF SEPTEMBER, 2012**

KODIAK ISLAND BOROUGH

  
Jerome M. Selby, Borough Mayor

ATTEST:

  
Nova M. Javier, MMC, Borough Clerk

**CITY OF KODIAK  
RESOLUTION NUMBER 2013–17**

**A JOINT RESOLUTION OF THE COUNCIL OF THE CITY OF KODIAK AND  
THE KODIAK ISLAND BOROUGH DOCUMENTING THE KODIAK FISHERIES  
WORK GROUP’S SCOPE AND AUTHORITY**

WHEREAS, it is in Kodiak’s best interests for its City and Borough governments to be well informed regarding the potential impacts of state and federal fishery management actions on the Kodiak community; and

WHEREAS, the Kodiak City Council and the Kodiak Island Borough Assembly have determined that a Kodiak Fisheries Work Group can provide valuable assistance to the City Council and Borough Assembly by identifying fishery management actions that could affect Kodiak.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kodiak, Alaska, that this resolution hereby creates the Kodiak Fisheries Work Group.

BE IT FURTHER RESOLVED THAT:

1. **Membership.** The Kodiak Fisheries Work Group (work group) shall be composed of three representatives from the Kodiak City Council and three representatives from the Kodiak Island Borough.
2. **Organization.** The work group shall designate two co-chairs at the first meeting of the calendar year and shall hold at least one meeting monthly. The co-chairs shall alternate presiding at the meetings. The city manager, borough manager, and the fisheries analyst shall serve as ex-officio, non-voting members of the work group.
3. **Purpose, Scope, and Authority.**
  - a. Focus on overall impacts to the community and maintenance and growth of revenue streams.
  - b. Understand how various approaches will fundamentally impact fisheries and resources.
  - c. Frame benchmarks and objectives as positive statements.
  - d. Refrain from taking positions on allocation questions to the extent possible while understanding that many issues and decisions will have allocation implications.
  - e. Focus on broad-scale program features unless specific program elements threaten the goals for management programs as referenced within Resolution No. 2012–31 of the City of Kodiak.
  - f. Kodiak Fisheries Work Group will review the Kodiak Fisheries Analyst/Consultant written quarterly reports including background materials and analysis for fisheries issues of importance to the community pursuant to the contractual report schedule.

4. **Administrative assistance.** The City and Borough Clerk's office staff shall:
  - a. Furnish the work group with copies of all requested documents and other information necessary or reasonably related to the work group's functions;
  - b. Provide the work group with supplies, meeting space, and secretarial assistance;
  - c. Refer to the work group, for their discussion, all nonemergency matters within the scope of its powers and duties prior to presenting those matters to the assembly for action; and
  - d. Transmit all recommendations and other communications from the work group to the Council and Assembly.
  
5. **Consensus.** The affirmative votes of four (4) work group members shall be required to build consensus of the work group. Consensus shall be given at a public meeting of the work group.
  
6. **Agenda.** The co-chairs and the fisheries analyst shall determine items for the agenda. No business may be transacted nor any measure be considered that is not on the agenda. The clerk shall prepare an agenda and it shall be distributed to work group members, along with the meeting packet, one week prior to the regular meeting.
  
7. **Meeting Notes/Summary.** Bulleted notes shall be taken and shall be filed as a part of the meeting packet.

**Reporting.** Work group members who are unable to attend a meeting shall advise the staff clerk of the contemplated absence to maximize attendance and participation of members at these meetings.



CITY OF KODIAK

*Pet Braun*

MAYOR

ATTEST:

*Delma Mondan*  
 CITY CLERK

Adopted: June 27, 2013

1 Introduced by: Kodiak Fisheries Work Group  
2 Requested by: Borough Assembly/City Council  
3 Drafted by: Kodiak Fisheries Work Group  
4 Introduced on: 06/06/2013  
5 Adopted on: 06/06/2013  
6

7 **KODIAK ISLAND BOROUGH**  
8 **RESOLUTION NO. FY2013-32**  
9

10 **A JOINT RESOLUTION OF THE KODIAK ISLAND BOROUGH**  
11 **ASSEMBLY AND KODIAK CITY COUNCIL DOCUMENTING THE**  
12 **KODIAK FISHERIES WORK GROUP'S SCOPE AND AUTHORITY**  
13

14 **WHEREAS,** it is in Kodiak's best interests for its Borough and City governments to be  
15 well informed regarding the potential impacts of State and Federal fishery management  
16 actions on the Kodiak community; and  
17

18 **WHEREAS,** the Kodiak Island Borough Assembly and the City Council have determined  
19 that a Kodiak Fisheries Work Group can provide valuable assistance to the Borough  
20 Assembly and City Council by identifying fishery management actions that could affect  
21 Kodiak; and  
22

23 **NOW, THEREFORE BE IT RESOLVED BY THE ASSEMBLY OF THE KODIAK ISLAND**  
24 **BOROUGH THAT** this resolution hereby creates the Kodiak Fisheries Work Group; and  
25

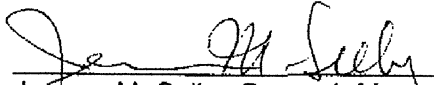
26 **BE IT FURTHER RESOLVED THAT:**  
27

- 28 **1. Membership.** The Kodiak Fisheries Work Group (work group) shall be composed of  
29 three representatives from the Kodiak Island Borough and three representatives from  
30 the Kodiak City Council.  
31
- 32 **2. Organization.** The work group shall designate two co-chairs at the first meeting of the  
33 calendar year and shall hold at least one meeting monthly. The co-chairs shall  
34 alternate presiding the meetings. The borough manager, city manager, and the  
35 fisheries analyst shall serve as ex-officio, non-voting members of the work group.  
36
- 37 **3. Purpose, Scope, and Authority.**
- 38 a. Focus on overall impacts to the community and maintenance and growth of  
39 revenue streams.
  - 40 b. Understand how various approaches will fundamentally impact fisheries and  
41 resources.
  - 42 c. Frame benchmarks and objectives as positive statements.
  - 43 d. Refrain from taking positions on allocation questions to the extent possible while  
44 understanding that many issues and decisions will have allocation implications.
  - 45 e. Focus on broad-scale program features unless specific program elements threaten  
46 the goals for management programs as referenced within Resolution No. 2012-31  
47 of the City of Kodiak.
  - 48 f. Kodiak Fisheries Work Group will review the Kodiak Fisheries Analyst/Consultant  
49 written quarterly reports including background materials and analysis for fisheries  
50 issues of importance to the community pursuant to the contractual report schedule.

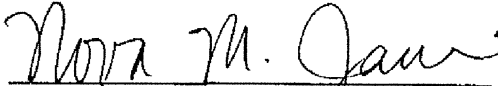
- 51 4. **Administrative assistance.** The Borough and City Clerk's office staff shall:  
52 a. Furnish the work group with copies of all requested documents and other  
53 information necessary or reasonably related to the work group's functions;  
54 b. Provide the work group with such supplies, meeting space, and secretarial  
55 assistance;  
56 c. Refer to the work group, for their discussion, all nonemergency matters within the  
57 scope of its powers and duties prior to presenting those matters to the assembly for  
58 action; and  
59 d. Transmit all recommendations and other communications from the work group to  
60 the Assembly and Council.  
61
- 62 5. **Consensus.** The affirmative votes of four (4) work group members shall be required to  
63 build consensus of the work group. Consensus shall be given at a public meeting of the  
64 work group.  
65
- 66 6. **Agenda.** The co-chairs and the fisheries analyst shall determine items for the agenda.  
67 No business may be transacted nor is any measure considered that is not on the  
68 agenda. The clerk shall prepare an agenda and it shall be distributed to work group  
69 members, along with the meeting packet, one week prior to the regular meeting.  
70
- 71 7. **Meeting Notes/Summary.** Bulleted notes shall be taken and shall be filed as a part of  
72 the meeting packet.  
73
- 74 8. **Reporting.** Work group members who are unable to attend a meeting shall advise the  
75 staff clerk of the contemplated absence to maximize attendance and participation of  
76 members at these meetings.  
77

78 **ADOPTED BY THE ASSEMBLY OF THE KODIAK ISLAND BOROUGH**  
79 **THIS SIXTH DAY OF JUNE, 2013**  
80

81 KODIAK ISLAND BOROUGH

82  
83  
84   
85  
86 Jerome M. Selby, Borough Mayor  
87

88 ATTEST:

89  
90   
91  
92 Nova M. Javier, MMC, Borough Clerk