

KODIAK CITY COUNCIL

WORK SESSION AGENDA

Tuesday, January 24, 2017

Kodiak Public Library Multi-Purpose Room

7:30 p.m.

Work sessions are informal meetings of the City Council where Councilmembers review the upcoming regular meeting agenda packet and seek or receive information from staff. Although additional items not listed on the work session agenda are sometimes discussed when introduced by the Mayor, Council, or staff, no formal action is taken at work sessions and items that require formal Council action are placed on a regular Council 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 meeting.

Discussion Items

1. Public Comments (limited to 3 minutes)
2. Audit Presentation..... Audit Attached Separately
3. PHAB Presentation About Crane Costs (10 minutes)PowerPoint
4. Cook Inlet RCAC Update (10 minutes).....1
5. Discuss Ordinance to Allow Teleconference Participation In Meetings3
6. Discuss City Manager Recruitment7
7. Review Fisheries Analyst Contract.....13
8. Update on Juneau Lobbying
9. Elected Officials Training/Travel Requests
10. January 26, 2017, Agenda Packet Review

To Be Scheduled

1. Review Nonprofit Grant Policy

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Marlar, Debra

To: Marlar, Debra
Subject: FW: FW: Public Notice: 18 AAC 75 Amendment - Aboveground Storage Tank Facilities (ID# 7)

From: Robert Lindsey [<mailto:kodiakwaves@gmail.com>]
Sent: Wednesday, January 18, 2017 9:56 AM
To: Sharratt, Nanci
Subject: Fwd: FW: Public Notice: 18 AAC 75 Amendment - Aboveground Storage Tank Facilities (ID# 7)

Hello to all interested parties, Madam Mayor, Council....

I apologize for letting this be of such late notice, had planned on including it in my CIRCAC presentation at the city work session. The deadline for comments on this proposed regulation is tomorrow, Jan 19. This impacts many, many people and businesses in the Kodiak area; everyone with an above ground storage tank (except waste water) with 1,000 g. or greater capacity and looks like it encompasses any tanks 500 g or greater. The only exemptions appear to be strictly residential properties with no other activity. Bed and breakfast, lodges are clearly included in this proposal.

I can be reached at 907-942-7764

----- Forwarded message -----

From: DEC-SPAR IPP.REGULATIONS (DEC sponsored)
<DEC.SPAREPP.REGULATIONS@alaska.gov>
Date: Wed, Jan 18, 2017 at 9:23 AM
Subject: FW: Public Notice: 18 AAC 75 Amendment - Aboveground Storage Tank Facilities (ID# 7)
To: "kodiakwaves@gmail.com" <kodiakwaves@gmail.com>

Rob,

Thanks for the call. Here is the information that you inquired about: The Alaska Department of Environmental Conservation is proposing to adopt new regulations requiring registration and notification for aboveground storage tank facilities that store noncrude oil and have capacities of 1,000 gallons or greater but less than 420,000 gallons. If you would like to find out more, please visit http://dec.alaska.gov/spar/regulation_projects/pprClass2Fac.htm. From that page you can open the public notice or review the proposed changes and frequently asked questions.

If you have further questions please contact me at: dec.cpr@alaska.gov.

Regards, Clare Pavia
Acting Training and Guidance Unit Manager
Division of Spill Prevention and Response
Alaska Department of Environmental Conservation

clare.pavia@alaska.gov Phone: 907-465-5283 Fax: 907-465-5245
http://dec.alaska.gov/spar/regulation_projects/index.htm

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CITY OF KODIAK
ORDINANCE NUMBER 13XX

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF KODIAK ENACTING
KODIAK CITY CODE 2.04.160, TELECONFERENCE PARTICIPATION IN
MEETINGS**

WHEREAS, the City of Kodiak desires to permit elected and/or appointed officials (City official(s)) to participate telephonically in work sessions and other committee/board meetings comprised of City officials; and

WHEREAS, the City of Kodiak desires to permit the public to call into regular and special meetings to provide for public comments and testimony at public hearings at the time those items appear on the agenda; and

WHEREAS, the City of Kodiak desires to permit guest speakers appearing on the agenda to call in to work sessions, regular, and special meetings when they cannot attend in person; and

WHEREAS, it is necessary to amend the Kodiak City Code to provide for participation via teleconference as stated herein.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Kodiak, Alaska, as follows:

Section 1: Kodiak City Code 2.04.160, Teleconference Participation in Meetings, is hereby enacted to read as follows:

2.04.160 Teleconference participation in meetings

- (a) Teleconference participation by City officials in regular, special, or emergency meetings of the City Council is not permitted.
- (b) Teleconference participation by City officials at City Council work sessions and committee/board meetings is permitted for the convenience of City officials who are unable to attend in person due to:
 - (1) An illness or injury of the City official or family member.
 - (2) The death of a family member.
 - (3) An employment-related commitment.
 - (4) A commitment for city business.
 - (5) An out-of-town commitment that prevents the City official from attending in person.
- (c) A City official participating by teleconference shall, while actually on the teleconference, be deemed to be present at the meeting for all purposes and shall make every effort to participate in the entire meeting.
- (d) If the Mayor participates telephonically in work sessions, the Deputy Mayor, if present, or another Councilmember physically present and designated by

consensus shall preside over and perform functions of the Mayor at the meeting, if applicable.

(e) Prior to the meeting reasonable efforts will be made to ensure that the City official participating by teleconference is provided with the meeting agenda and other pertinent documents to be discussed and/or acted upon; access to the agenda and documents from the city's website will be considered sufficient access.

(f) Teleconference participation by the public for public comments and testimony at public hearings or scheduled guest speakers for a specific agenda item is permitted at regular and special meetings when teleconference equipment is available.

(g) Teleconference participation by guest speakers at work sessions is permitted when teleconference equipment is available.

(g) "Teleconference" means a method used for remote participation by a City official for a work session or committee meeting of the City Council that must enable the remote City official, for the duration of the meeting, to clearly hear and to be clearly heard by the Mayor, all Council members, staff, and public giving testimony. It also means a method used for remote participation by members of the public, guest speakers, and appointed committee/board members as provided herein.

(h) Teleconference procedures for City officials:

(1) Notification of City officials to the City Clerk prior to publication of the meeting agenda of his or her request to participate in the meeting by telephonic means is required. If notice is not provided prior to publication of the meeting agenda, telephonic participation shall not be allowed. Prior to the meeting the City Clerk shall notify other City officials of those participating by teleconference.

(2) The Mayor and up to the first **three** Councilmembers who notify the City Clerk prior to the meeting agenda being published may participate by teleconference as long as **two** elected officials are present at the work session. If **two** elected officials are not present at a City work session, the meeting shall be adjourned and rescheduled.

(3) The City Clerk shall open a teleconference connection at least three minutes prior to the start of the meeting. After a telephonic connection is established and it is time for the meeting to commence, the Mayor, or person presiding over the meeting, shall call the meeting to order.

(4) City officials may attend a maximum of **four** City Council work sessions and additional specific committee meetings by teleconference during a 12-month period commencing January 1 each year.

(5) City officials shall not incur communication charges for their participation by teleconference.

(i) Teleconference procedures for members of the public:

(1) If teleconference equipment is available at the meeting location, members of the public shall call the published phone number to provide public comments and testimony at public hearings at regular and special

meetings during the time the agenda item is being heard. The time allotted for public comments per speaker is published on the agenda and may be changed if authorized by the Mayor.

Section 2: This ordinance shall be effective one month after its final passage and publication in accordance with Kodiak Charter Section 2-13.

CITY OF KODIAK

MAYOR

ATTEST:

CITY CLERK

First Reading:
Second Reading:
Effective Date:

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January 18, 2017

Mayor Branson and City Council Members

RE: City Manager Position

Dear Mayor Branson and City Council Members,

With the recent announcement by City Manager Aimée Kniaziowski of her upcoming retirement, please consider this my letter of interest for the City Manager position.

I have served in the position of Kodiak Deputy City Manager since August 2015 working closely with Aimée in all aspects of city governance. This includes hiring, discipline, department meetings, council meetings, budget preparation, agenda packets, project management, legal issues and more. Prior to my current position I worked as the City Administrator in Delta Junction, Alaska for 8 years.

I am a member of the Alaska Municipal Managers Association, currently serving as Past President, having served as Vice President and President.

With the challenges the City will face in the coming year, I have worked directly with the City Manager and feel this would be a smooth transition. My family and I enjoy Kodiak and intend to remain residents.

Thank you for the opportunity.


Respectfully,



Mike Tvenge



MEMORANDUM

TO: Mayor Branson and City Councilmembers
FROM: Aimée Kniazowski, City Manager 
DATE: January 24, 2017
RE: Work Session Agenda, Item 6, Discuss City Manager Recruitment

The Mayor and Council asked me to research city manager recruitment options for discussion at this work session. The information will allow them to identify their preferred path since there are two main options for replacement of this contract position.

I spoke with our legal firm, Birch Horton Bittner last week to ask about possible approaches the Mayor and Council can take to recruit. We reviewed the City Charter and the City Code to identify requirements. We found that the City Charter identified requirements and limitations.

The City Charter, Article III-1 states:

City manager—appointment, term, qualifications, removal

There shall be a city manager. The council shall appoint the manager for an indefinite term by a vote of a majority of all its members. The manager shall be chosen solely on the basis of executive and administrative qualifications. At the time of appointment, the manager need not be a resident of the City or State; but, during the tenure of office, the manager shall reside within the City. Neither the mayor nor any councilmember may be appointed city manager during the term for which they shall have been elected. The council may suspend or remove the city manager at any time by a vote of a majority of all its members.

City Code, §2.08.050 states:

City Manager – appointment

There shall be a city manager who shall be appointed by the council for an indefinite term by a vote of the majority of all its members. The city manager shall be chosen solely on the basis of executive and administrative qualifications.

There are no prescribed processes for recruitment of a city manager. However, the attorney advised that two main approaches exist, and the Mayor and Council could pursue either one. The first is based on having a viable internal candidate. The second is to develop a standard recruitment process to include external candidates.

The Mayor and Council could identify and make an offer to a preferred internal candidate. They

can review the City Manager job description (attached) which is quite old and is the only one in City records, but covers many of the duties as listed in the Charter and Code. They can develop a list of questions to ask the candidate that reflect what they are looking for in a manager, and hold an interview. They may also simply hold discussions with the candidate and begin a process of contract negotiations. This process is much shorter than the standard process which is described below.

Council could conduct a formal state or national recruitment targeting qualified candidates. This would require naming a search or hiring committee, advertising in professional publications and the local and statewide papers. The Mayor and Council would develop a scoring matrix when accepting applications for review, identify the top candidates to interview, develop standard questions pre-approved by counsel, and schedule interviews. The interview process is usually a two stage process, an initial interview (telephonic is standard for candidates outside of Kodiak) done by the hiring committee, and a final round of questions done in person by the Mayor and Council. This would involve bringing the top candidates to Kodiak for the interview and perhaps a guided tour of the community and time to meet with City staff. The finalist would need a conditional offer of employment which includes some standard provisions such as a pre-employment drug test and a full and thorough background including verification of education and experience. Once complete, a contract could be offered to the selected candidate. This process is lengthier which can leave the City administration shorthanded for a period of 6-12 months. That's the timeframe I've found when doing external recruitment for department directors in the past few years.

The above processes allow the Mayor and Council flexibility and few restrictions. The City is facing quite a few challenges as we move into the new fiscal year so a process that can run smoothly and produce a manager who can support the City and elected officials is going to be very important.

The Clerk has also prepared a memo to accompany this material for Council.

CITY OF KODIAK**JOB DESCRIPTION****EXEMPT**

POSITION TITLE: City Manager

DEPARTMENT: Executive

REPORTS TO: City Council

SUPERVISES: Directly supervises the department heads and through the department heads all City employees, with the exception of the City Clerk and the City Attorney

GENERAL FUNCTIONS: The City Manager is the chief administrative officer and head of the administrative branch of the City government. The Manager is responsible to the Council for executing City laws and ordinances and administering the policies of the Council.

JOB SUMMARY:

The City Manager is appointed by the City Council and serves at its pleasure. The Manager is chosen solely on the basis of executive and administrative qualifications, is not subject to the Personnel Rules and Regulations, and receives the compensation set by the Council. During tenure of office, the Manager must be a resident of the City of Kodiak. The City Manager assists the City Council by providing information on policy and legislative decisions; maintains contact with the citizens of Kodiak to determine problems and provide information; and plans, organizes, directs, and coordinates the total function of City operations.

JOB FUNCTIONS:

1. Supervises the department heads (hires, terminates, evaluates, and directs) and prescribes work methods and procedures to be followed. Responsible for monitoring morale and performance.
2. Reviews the activities of the departments in relation to changing City requirements and implements any needed improvements.
3. Coordinates programs and planning with the department heads to make any necessary recommendations to the City Council for changes in policy.
4. Participates in coordinated activities with Federal, State, Borough, and other outside agencies.
5. Remains current with changes in Federal, State, and local laws, regulations, ordinances, and pending legislation affecting municipal operations.

CITY OF KODIAK

JOB DESCRIPTION

6. Prepares and presents the annual city budget to the City Council. Responsible to see that the actual expenditures are in accordance with the budget and to keep the Council advised as to the financial condition of the City.
7. Submits to the City Council a report at the end of each fiscal year on the finances and administrative activities of the City for the preceding year.
8. Serves as the Director of Emergency Services for the Kodiak Island Borough.
9. Develops and participates in community relations programs to explain the activities and functions of the City and to answer questions and investigate complaints from the public.
10. Attends all Council meetings and worksessions.
11. Has such other powers, duties, and functions as prescribed by the Kodiak City Charter and Code, and as the Council may direct.

CITY OF KODIAK

JOB SPECIFICATIONS

POSITION TITLE: City Manager

DEPARTMENT: Executive

SKILLS, KNOWLEDGE, AND ABILITIES:

Degree in Public Administration, or related field, or proven administrative abilities and a minimum of five years in a municipal government administrative capacity. The City Charter requires the Manager be chosen on the basis of executive and administrative qualifications and appointed by the City Council for an indefinite term by a majority vote of the whole. The Charter also requires the Manager to reside within the city limits of the City of Kodiak.

DECISION-MAKING RESPONSIBILITIES/AUTHORITY:

This position requires frequent exercise of independent judgment and initiative with little supervision received from the City Council. Overall responsibility for all City-owned property and facilities. Overall budgetary responsibility.

SUPERVISORY AUTHORITY:

Has direct supervisory responsibility of all department heads and overall responsibility for all City personnel and functions with the exception of the City Clerk and the City Attorney.

EXTERNAL VISIBILITY/CONTACT:

Frequent contact with Kodiak's public in community relations, as well as representing the City to Borough, State, and Federal organizations. Requires well-developed communication skills and courtesy in maintaining effective relationships with the City Council, other municipal officials, and the public.

WORKING CONDITIONS:

Office environment, out of office duties, and frequent attendance at City Council meetings held at night and other meetings held out of town.

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January 11, 2017

Aimee Kniazowski, Manager
City of Kodiak

Michael Powers, Manager
Kodiak Island Borough

Dear Aimee and Michael:

Thank you for meeting with me yesterday to discuss the status of my contract renewal, as well as adjustments to the structure and process of the Kodiak Fisheries Work Group and its communication with the City Council and Borough Assembly.

As we discussed, the original two-year contract spoke to renewal of up to two years, in one-year increments, by mutual agreement of the three parties. At the end of two years, in February 2016, the City and Borough agreed to a one-year renewal. I would like to continue working with the community entities for an additional year, if the City and Borough agree that they wish to continue to be involved in fisheries issues and employ a consultant.

I thought it might be useful to briefly review the plusses and minuses of the last year's work, suggest renewed focus on a suite of fisheries concerns, and provide my view of potential improvements to the process.

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, and that was accomplished in 2016, in time to be useful in assessing the potential effects of the Gulf Trawl Bycatch Management (GTBM) action before the North Pacific Fishery Management Council (NPFMC).

In the aftermath of the NPFMC's December decision to postpone indefinitely any further action on GTBM, the economic study will continue to be useful in analyzing any subsequent federal management actions, as well as proposals before the Alaska Board of Fisheries and other entities.

The GTBM action was clearly one of the central fisheries issues affecting Kodiak over the last three years, and the KFWG was deeply engaged in an in-depth study of the major elements of the program. Members of the public from all sides of the issue presented extensively to the KFWG at every meeting in the months and years of the consideration of the GTBM action, seeking to inform the group and shape public policy decisions. During this long process, the KFWG carefully developed and recommended comment letters for approval by the City Council and Borough Assembly. These letters and public testimony made significant impacts on the

NPFMC and the State of Alaska, and reinforced the importance of considering community impacts in management decisions.

While it was driven by necessity, this intense concentration on the Gulf Trawl issue took most of the time and energy of the KFWG, particularly during the last year. With the recent postponement of any further GTBM action, the KFWG should now be able to turn more attention to other important issues, ranging from local requests for fisheries-related services in the harbor, to the impending Congressional reauthorization of the Magnuson Stevens Act.

The State management process for salmon, herring, crab and other species through the Board of Fisheries has a large influence on the community of Kodiak, as do the halibut management activities of the International Pacific Halibut Commission. My experience is extensive with these two management bodies, and I look forward to working with them on matters of interest to the Kodiak community as a whole.

In addition to interacting with these major regulatory bodies that set fisheries management policy, the community should also continue to engage with the regulatory agencies that carry out the policies – the National Marine Fisheries Service on the Federal side and the Department of Fish and Game on the State side. The fishing industry organizations and companies are also a large part of successful engagement with the participants.

Regarding administration, if the bodies agree to maintain the KFWG and an analyst, I believe we need discussion and a bit more clarity in three general areas: 1) authority, 2) communication pathways among the analyst, KFWG and the municipal bodies, and 3) direction and scope of the KFWG and analyst going forward – how is the focus of their work determined in the most responsive manner?

We touched on some of these elements in our discussion this week, and I am looking forward to expanding that discussion in whatever way is most efficient.

I am copying the Mayors and the Co-chairs of the KFWG to keep them informed. (Note: I am operating with the understanding that, even though the KFWG has not yet met to officially confirm the Co-chairs, Mr. Whiddon is the preference of the three City members and Mr. LeDoux is the choice of the three Assembly members.)

Best regards,

Heather McCarty

Cc: Mayor Pat Branson
Mayor Dan Rohrer
John Whiddon
Larry LeDoux

AMENDMENT #1 TO

Professional Services Agreement with McCarty and Associates For Fisheries Analyst Consulting and Related Services

THIS AMENDMENT # 1 TO PROFESSIONAL SERVICES AGREEMENT WITH MCCARTY AND ASSOCIATES FOR FISHERIES ANALYST CONSULTING AND RELATED SERVICES ("Amendment # 1") is made and entered into effective as of March 1, 2016, 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, hereinafter 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**" (collectively referred to as the "**Parties**").

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement made as of February 7, 2014, for Contractor to monitor, analyze and report on fisheries issues and policy developments that may impact or affect the economy and community in Kodiak, Alaska; for a 2 year term ending on February 6, 2016("Agreement");

WHEREAS, the Parties desire to extend the Agreement and clearly delineate the Reporting Schedule and points of contact personnel between the Parties;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated herein by reference, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Amendments to Agreement.** The following amendments are made to the Agreement by this Amendment # 1:

Section 2.0 'Term of Agreement' is amended in its entirety to read as follows:

This Agreement shall take effect on March 1, 2016. This Agreement shall remain in full force and effect for 1 year, expiring on February 28, 2017. This Agreement may be extended for one - one year option 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.

Section 4.0 'Scope of Services' is amended in its entirety to read as follows:

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.] Contractor will attend monthly meetings of the Kodiak Fisheries Work Group. When available, Contractor will also attend local meetings of the Kodiak Fisheries Advisory Committee (KFAC) and the Kodiak Regional Aquaculture Association, KRAA, as requested. Contractor will attend Joint Work Sessions of the Assembly and Council as requested. 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.

Section 5.0 'Report Schedule' is amended in its entirety to read as follows:

Written monthly reports shall be provided to the Borough and City to be presented at the scheduled Fisheries Work Group monthly meeting. Contractor shall report in writing or orally, to the Borough/City Fisheries Work Group on each fisheries meeting attended. Contractor shall attend and report to Borough/City Joint Work Sessions when requested by the Borough Assembly and City Council. Joint Work Sessions are anticipated to occur on a quarterly basis.

Section 6.0 'Personnel/Organization' is amended in its entirety to read as follows:

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 and City.

6.3 The contact person(s) on issues related to agenda setting of the Joint Work Group, or direction on topics identified in the

contract scope of work are the most current co-chairs of the Fisheries Work Group.

- 6.4 The contact person(s) on the administration of this contract are the City Manager and Borough Manager
- 6.5 Every six (6) months the Contractor and the members of the Fisheries Work Group will discuss and evaluate the effectiveness and workability of their combined efforts.
- 6.6 Contractor will provide the Managers a listing of clients that are currently contracting with the Contractor. Any new clients will be divulged to the Managers.

Section 28.0 'Notices' is amended in its entirety to read as follows:

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
broberts@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
akniaziowski@city.kodiak.ak.us

2. Effect and Continuation of Agreement Terms. Except as specifically modified herein, all of the terms, provisions, covenants and conditions of the Agreement continue in full force and effect without modification or change. The Parties hereby covenant, ratify and reaffirm each and every of their respective obligations under the Agreement as amended by this Amendment #1.

3. Effective Date. This Amendment # 1 is effective as of March 1, 2016.

4. Authority. The Parties represent and warrant to each other that each has the full, complete and absolute authority to enter into this Amendment #1; that this Amendment #1 has been duly authorized by its local governing body or owners; that the person executing this Amendment # 1 on its behalf has the full power and authority to do so; and this Amendment # 1 is binding and enforceable against it in accordance with its terms.

5. **Counterparts.** For the convenience of the Parties hereto, this Amendment #1 may be executed, including by facsimile signature, in one or more counterparts, each identical to the other, so long as the counterparts in a set contain the signatures of all the Parties to this Amendment.

IN WITNESS WHEREOF, the parties have entered into this Amendment #1 effective as of the date and year hereinabove first written.

Kodiak Island Borough

William Roberts
By: William "Bill" Roberts
Title: Acting Borough Manager

Date: 3-18-16



(Borough Seal)

ATTEST:

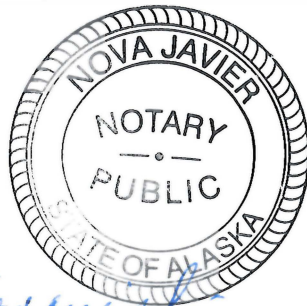
Nova M. Javier
Nova Javier, MMC
Borough Clerk

McCarty and Associates

Heather D. McCarty
By: Heather McCarty
Title: Owner

Date: 4/13/16

SUBSCRIBED AND SWORN TO before me at Kodiak Alaska this 13 day of April, 2016.



Notary Public in & for Alaska
My Commission Expires: _____

City of Kodiak

Aimée Kniazjowski
By: Aimée Kniazjowski
Title: City Manager

Date: 3/17/16

ATTEST:

Debra Marlar
Debra Marlar, MMC
City Clerk

(City Seal)



**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

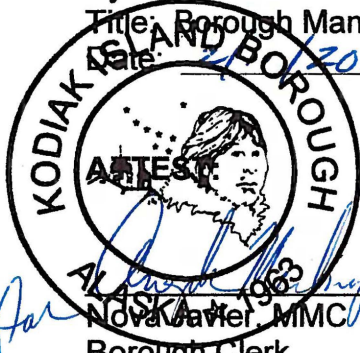
McCarty and Associates

Charles E. Cassidy Jr

By: Charles E. Cassidy Jr
Title: Borough Manager
Date: 2/20/14

Heather D. McCarty

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



Novakaver MMC
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)

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,


Heather McCarty

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@kodiak.us with questions regarding this solicitation.