



Finance Department, Purchasing Division

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RFP No. 22-035

**City and Borough of Juneau (CBJ) Public Opinion Survey on Tourism Management for
Community Development Department (CDD)**

Issued By: Mary Johns, Buyer

Issue Date: June 16, 2021

Pre-Proposal Meeting: A non-mandatory pre-proposal meeting will be held **June 23, 2021 from 9:00-10:00 a.m.** via teleconference. To attend, call 907-713-2140 Participation ID Code 258358. Vendors interested in submitting proposals should email CBJ Purchasing at purchasing@juneau.org a minimum of twenty-four (24) hours prior to the scheduled meeting to provide notice of participation and submit any questions.

Contact & Questions: CBJ Purchasing Division of Finance is the sole point of contact for all matters pertaining to this solicitation. No oral interpretations will be made. Submit any interpretation requests in writing, noting issuing buyer, solicitation number and title, via email to purchasing@juneau.org or the Public Purchase "Ask Questions" link or Fax to (907) 586-4561. *Request must be received a minimum of seven (7) business days prior to the solicitation deadline.*

Deadline for Proposals: July 8, 2021 prior to 2:00 p.m., AK Time

Submission: Timely responses are to be submitted electronically. CBJ uses [Public Purchase](#) for eProcurement submittal services. Register online prior to submitting. Submit one (1) signed complete electronic copy. For more information visit www.publicpurchase.com.

STATEMENT OF NO PROPOSAL: If you DO NOT intend to submit a response or wish to be removed from the plan holders list please complete and return this form immediately via email or fax. Indicate your reason by checking one or more of the boxes below. Your response will assist us in evaluating all responses for this project and improve our solicitation process.

Do not offer product /service. ☐ Cannot meet specifications. ☐ Insufficient time to respond. ☐
Insurance requirements Issue. ☐ Scheduling Conflict. ☐ Remove from planholder's list. ☐
Unclear Specifications (explain) ☐ Other (explain).☐

Company Name & Rep. (name & title):_____

Date:_____ Email:_____

Phone:_____ Fax:_____

GENERAL INFORMATION

About Juneau. Located in the panhandle of southeastern Alaska, the City and Borough of Juneau (CBJ or City) consists of 3,250 square miles and is only accessible by air or sea. Juneau is Alaska's capital and has a population of approximately 31,000 people. Juneau is a temperate rain forest and receives around 92 inches of annual precipitation. For more information on Juneau, visit CBJ's Website at: <https://juneau.org/manager/visitor-information>

Purpose & Intent. The City and Borough of Juneau (City or CBJ) Community Development Department (CDD), seeks proposals from qualified firms for the provision of a public opinion survey of Juneau residents on tourism Impacts in Juneau, AK. The objective of the survey is to gain insight on community views on certain aspects of the tourism industry so this data can be measured, and used to provide guidance for future aspects of tourism management. Using a sound methodology, the successful proposer must be capable of conducting a statically valid survey, refining and providing relevant data received as specified. A responsive and responsible proposer will have sufficient staff and resources able to produce a comprehensive report on the survey data collected as directed by CDD. It is the intent of the City to enter into a contract with this successful Proposer.

Project Funding. The City is funding this contract with Marine Passenger Fees. Operational funding beyond the current fiscal year is dependent upon City Assembly appropriations. If funds are not appropriated, the City may terminate the contract effective June 30 of the then current fiscal year.

Contract Term. The contract term will be from date of award through the anticipated completion date of November 30, 2021 or other agreed upon completion date. Should other projects with similar SOW become necessary, there will be an option to renew for three additional, mutually agreed upon, one-year terms. The potential renewals will be negotiated and added to the contract per amendment by use of the 'Changes' provision.

Contract Administration & Compliance. In an effort to maintain the expected level of services and ensure that the Contractor is fulfilling all duties and reporting requirements, CBJ will assign Alexandra Pierce, CDD Planning Manager or other designee as Contract Administrator for this project.

Review of General Terms & Conditions (Attachment A), Insurance (Attachment B) & CBJ 'Standard' Contract (Attachment C). Attached to this RFP are documents required for this project (ATTACHMENTS A, B & C). Vendors should carefully review all these attachments. Awarded Vendor is expected to comply with these requirements.

Negotiations & Award. Following the posting of evaluations and scoring, the successful Proposer may be invited to enter into contract negotiations with the City. If held, negotiations will be within the scope of the RFP and limited to those items, which would not have an effect on the ranking of proposals. If an agreement cannot be reached during the negotiation process, the City will notify the Proposer and terminate the negotiations. Negotiations may then be conducted with the next Proposer in the order of its respective ranking. Upon conclusion of successful negotiations and compliance with any pre-award obligations, award will be made in the form of a contract. After contract execution, CBJ will issue a purchase order to the Vendor that will serve as the notice to proceed.

PROJECT INFORMATION

Historical Information. The City and Borough of Juneau contracted with the McDowell Group in October of 2006, to conduct a Juneau Tourism Community Opinion Survey, the fourth in a series of household surveys regarding tourism and associated impacts. The 2006 telephone survey included

508 households and achieved statistical integrity by using a controlled sample selection, weighting, and the use of random-digit-dial methodology. The purpose of the 2006 survey was to gain an understanding of residents' opinions about tourism impacts, and to detect changes in residents' opinions over time. The survey information was considered vital in empowering the CBJ to make prudent management and policy decisions regarding tourism and its impact on Juneau and its citizens. The 2006 survey content was similar to surveys conducted by the McDowell Group in 1995, 1998 and 2002. Some questions were modified from the previous surveys, and additionally new questions were added that reflected changes in the industry and were warranted by community input. Even with these changes, the core survey remained largely intact and similar to the one done in 1995.

In the 2006 survey, Juneau residents were asked about the impacts of tourism on their household and their views about various tourism management issues. Additionally, residents were asked about their age, employment, and the areas they lived and worked, allowing more detailed analysis of the survey data. It is important to note that since the inception of this survey series in 1995, total Juneau summer visitor arrivals have doubled from half a million summer visitor arrivals (including cruise, air, and ferry passengers) to slightly more than 1,000,000 summer visitors in 2006.

Current Information. The City and Borough of Juneau (City or CBJ) Visitor Industry Task Force (VITF) held a series of meetings regarding tourism management and delivered its final report to the CBJ Assembly in spring of 2020. The VITF made the following recommendations related to conducting public surveys:

1. Engage a third party contractor to complete a public opinion survey of Juneau residents at the end of the 2021 cruise season.
2. Depending on the utility of a survey, additional surveys should be planned to gauge how management strategies are influencing public perception.
3. Consider collecting data on the effects of hot berthing.

Despite limited nature of the 2021 season, CBJ staff feel it is important to gauge the impacts of the visitor industry and how they have evolved over time compared to similar surveys conducted in the 90's and 2000's. Additionally it is timely to evaluate public perception of constructing a fifth cruise ship dock at the Subport. The successful contractor will work with CBJ staff to implement the recommendations of the VITF by designing a survey that meets the goals listed above, evaluates trends public perception over time by comparing the results of previous surveys, and provides any additional information requested by CBJ staff.

Information Provided By CBJ.

- The 2006 McDowell Survey Report (Exhibit A) is attached to this RFP to provide a background information and a base level of expectation for survey results anticipated from this RFP.
- The Visitor Industry Task Force (Exhibit B) final report is attached to this RFP to provide project context.

Scope of Work. To achieve the City's project objectives; the Proposer will be required to connect with Juneau residents to gain feedback on tourism impacts, including social, recreational, and economic impacts, both positive and negative. The successful contractor will use statistically valid methods to survey the public to assess Juneau residents' perception of the visitor industry. The contractor will review previous CBJ community tourism surveys and collect similar data with several additional questions to be determined by CBJ and the contractor. The contractor will also provide online opportunities for interested public members to complete the survey and will tabulate the results of the statistically valid survey and the open response survey separately. The successful consultant will provide the following:

- a) Survey the public about opinions regarding the visitor industry and its impacts. Ensure that the survey is representative of a diversity of demographic and socio-economic groups.
- b) Survey the public about the proposed construction of a cruise ship dock at the subport. Provide a brief explanation on the conditions under which a dock would be constructed to educate the respondent.
- c) **Work Tasks:**
 - Prepare questionnaire, working with CBJ staff to address focus areas
 - Obtain sample with ability to cross reference by demographic information
 - Conduct survey using a variety of methods
 - Work with CBJ to advertise the online survey to ensure it reaches a wide audience
 - Code and process the data
 - Analyze the data, including statistical testing for validity
 - Provide data tables in Excel format, an executive summary as well as a comprehensive report and presentation of the research findings, including a PowerPoint that can be shared and posted online
 - Provide additional cross-referencing if needed

The objectives for the survey project are:

- Awareness of community tourism issues and jurisdictional authority for tourism management.
- Identifying trends in public perception of visitor industry management
- Creating a survey template that can be used for future surveys
- Meet the public process requirements for updating the Long Range Waterfront Plan
- Opinion about specific management issues
- Demographics, particularly age, income, and ZIP code

d) Study Elements:

The completed survey shall be similar in scope in content to the Juneau Tourism Community Opinion Survey 2006 (attached) with additional questions regarding subport development and current tourism trends as identified in consultation with CBJ staff.

e) Deliverables and Timeline: The following deliverables and schedule will be required in the performance of this contract.

- Meeting with Project Manager to review preliminary plan, schedule and any suggested changes.
- Survey questions review by Project Manager and CBJ staff.
- First draft survey report containing summarized findings, graphs, etc.
- Final survey report
- Raw survey data

The proposed project timeline is as follows:

- July 12, 2021 – Contract Award
- August 15, 2021 - Survey launch
- October 15, 2021 – Survey Report Due

Payments & Invoicing. Payments will be initiated upon receipt of approved invoices and completed required reports. Upon award, the Contractor and CBJ will negotiate a mutually agreeable timeframe for submission of invoices to ensure timely payments.

EVALUATION CRITERIA & PROPOSAL CONTENT:

Evaluation Criteria. To determine the most advantageous proposal for the CBJ, an evaluation committee will review, evaluate, score and rank proposals in accordance with criteria and categories

identified below and as stated in the Proposal Evaluation Form. Clarification of submitted material may be requested during the evaluation process. Interviews by telephone or in-person with top ranked Proposers may be conducted at the discretion of the evaluation committee. If interviews are held, finalists will be notified of any interview requirements.

Submittal, Title Page & Letter of Transmittal. Proposals are to be prepared in such a way as to provide a concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements or scope of work and on completeness. The clarity of content should be identified by a table of contents that includes page numbers and follows a defined sequence for deliverables as requested in the RFP. ***The page limit for this RFP is 6 pages and excludes the transmittal letter, CV's or resumes, copies of required business or professional licenses, and professional references.***

Include a Transmittal Letter that is less than two pages and includes all the following:

- a. The RFP number and title
- b. Proposer's name (legal name of entity)
- c. Complete mailing address
- d. Telephone number(s) and Fax number(s)
- e. Email address for all parties involved in the project
- f. Web site address (if available)
- g. Briefly describe your understanding of project and summarize qualifications and capabilities to meet RFP requirements. Identify any challenges associated with implementing the work.
- h. Identify person(s) authorized to represent the company during contract negotiations and the term of the contract. Include their title(s) and contact information.
- i. Acknowledge receipt of any addenda issued for this RFP.
- j. Provide notice that you qualify as a "Juneau Proposer".
- k. The transmittal letter must be signed by the person who has authority to bind the company. The name and title of the individual signing the proposal must be clearly shown immediately below the signature.

Understanding & Methodology. (Weight 30%) Provide a comprehensive narrative that illustrates your understanding of the purpose of the scope, objectives and requirements of the project, including the project schedule and deliverables. Identify any challenges associated with implementing the work. Describe the methodology you intend to practice and demonstrate how it will serve to accomplish the scope of work. Discuss any operational plan, problem solving approaches, techniques, standards or creative methods to be used for getting the job done. Include the proposed project schedule and time line, identifying any major tasks.

- a. demonstrate a thorough understanding of the purpose, objectives and scope of work;
- b. identify and address pertinent issues and potential problems related to the project;
- c. demonstrate and provide an understanding of the services and schedule the City expects;
- d. describe a complete, practical, approach for completing the scope of work and fulfilling the project requirements.

Management Plan. (Weight 25%) Points will be awarded based on how well your proposal explains the management plan you intend to follow. The plan must demonstrate how you will serve to accomplish the scope of work and achieve the City's objectives. Include the following as part of your narrative:

- a. Organizational chart specific to personnel assigned to accomplish the work, including any sub-consultants. NOTE: Sub-consultants cannot be added after contract award without the prior, written consent of the Purchasing Division;
- b. Individual responsible for decision-making and accountable for the completion of work

(project manager), and the extent to which this individual will be available to the City. Provide his/her level of authority;

- c. Define your accountability system, lines of authority and communication;
- d. Discuss how this project fits into your overall organizational structure and the current work load;
- e. Discuss your management approach to potential contractual disputes;
- f. Ability to provide services within budget.

Experience & Qualifications. (Weight 30%) Points will be awarded based on how well your firm provides a comprehensive narrative describing your proposed project team's specialized experience, capabilities, and unique qualifications for the performance of the work. Include the following:

- a. A list of projects (of similar size & complexity) and previous work experience over the past **five (5) years** that demonstrate your ability to administer this project successfully;
- b. Include a description of the approach to the work including staff supervision and training. Include resumes for each proposer's professional staff to be assigned work in the project including any sub-consultants. The resumes must describe each individual's education, specialized training or certification and experience in the area assigned. The proposal must identify the project manager and key personnel assigned to the project. Identify whether project managers will have decision-making authority and their availability to the City via telephone or email during normal business hours;
- c. References (contact name, current phone number, current email, and project name) for two (2) completed project listed above; verify that the contacts will be available to provide references during the evaluation period.

Fee Proposal. (Weight 10%). Price is determined by the overall value of the services offered. The following formula will be used:

$$\text{Points Awarded} = \frac{(\text{Lowest Price Proposal}) \times (\text{Maximum Points for Price})}{\text{Price of This Proposal}}$$

Juneau Proposer Preference (JPP). (Weight 0 or 5%) Points will be given to any Proposer who submits a statement and demonstrates how they qualify and/or meet the criteria outlined CBJ Ordinance 53.50.010 and 53.50.050 You must be qualified as described by the ordinance at the time of submittal of your proposal to receive preference points. (*JPP Points are verified by CBJ Purchasing through the CBJ Finance Department.*)

Evaluation Form.

Evaluator No.____ Proposer_____			Maximum Score Achievable = 1,000 points
CRITERIA	Weight %	Score (0 – 10*)	Total Points = (Numerical Score X Weight)
Understanding & Methodology	30		
Management Plan	25		
Experience & Qualifications	30		
Price proposal (determined using formula)	10	Determined by Formula	
Juneau Proposer Preference	5	Determined by Purchasing	
Rank _____ Grand Total			
*Point Guide: Outstanding (10 points)_Adequate to Good (6 to 8 points) Marginally Acceptable (3 or 4 points) Unacceptable (0 or 1 point)_No scores using numbers 2, 5 or 9			

General Terms and Conditions

The following General Terms and Conditions are standard to the City's Purchasing Division for all purchases. Unless otherwise specified in the solicitation document, the following General Terms and Conditions will apply. Other specific terms and conditions may be provided in the solicitation specifications. In the event of a conflict between the general terms and conditions and the specifications, the specifications shall take precedence. The CBJ Purchasing Division, or their designee, will be establishing the official Time and Date of receipt of all solicitation responses. Vendor responses to Quote and Bid solicitations will be considered the best and final offer and are non-negotiable. The City and Borough of Juneau (City or CBJ) is a government agency and should funds not be appropriated, the Contract will be canceled.

Addenda: Bidders shall acknowledge receipt of all addenda issued for the solicitation document. Failure to acknowledge all addenda may result in the Vendors' response being rejected as non-responsive. It is the Vendor's responsibility to verify and acknowledge any addenda issued.

Bid Bond/Security: When requested, bid bonds must be submitted with the Vendor's response and shall be in the form of a certified check, cashier's check or approved bid bond, in a minimum amount of at least 5 percent of the maximum total amount for award. Checks or Bonds shall be made payable to the City and shall be given as a guarantee that the Vendor, if offered the award, will conform with the all specifications, furnish any required documentation, including but not limited to, Payment Bond, Performance Bond and Insurance Certificates. In case of vendor refusal or failure to enter into an agreement, the Check or Bid Bond shall be forfeited to the City. Failure of the Vendor to furnish the required bid security with their response will deem the Vendor non-responsive.

Bid Surety: In lieu of a performance bond, when specified in the solicitation, a bidder may post a surety to ensure performance over the entire term of the contract. The surety shall be made payable to the City in the form of a cashier's or certified check or certificate of deposit in the percentage amount stated in the solicitation, of the total contract value. If indicated in the solicitation, an option to withhold a set percentage from Vendor payments may be available as an alternative surety. Failure to supply the surety within the time required may cause the City to declare the bidder non-responsive and to reject their response. If the City cancels the contract due to noncompliance, regardless of the circumstances or contract time remaining, the surety will be declared as liquidated damages and forfeited to the City.

Bid Bond/Surety Return: As soon as practicable, the City will return solicitation securities that are not considered for award. All other required or specified bonds or securities will be held until contract has been awarded.

Bidder Preference: "Juneau Bidder" and "Bidders with Disabilities" preferences will be treated in accordance with provisions outlined in the City Purchasing Code 53.50.010 and 53.50.050. Unless otherwise specified in this solicitation, a Juneau bidder will receive a 5% bidder preference if its response is not more than five percent higher than the lowest responsive non-resident bidder. Upon submission and review of documented proof, Bidders with disabilities will receive a 10% bidder preference if its response is not more than ten percent higher than the lowest responsive non-disabled bidder. Most grant-funded projects do not allow for any Bidder's Preferences. The Purchasing Code is available from the City Purchasing Division or online at: https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=TIT53PRACDI_PTIIOTPR_CH53.50PUSUSE

Changes on Award: For RFPs, the City may amend the scope of work according to the **CHANGES** provision of the CBJ Standard Contract. For RFB's or RFQ's, all changes in the Scope of Work will be negotiated, and mutually agreed upon in writing and documented by signed amendment.

Contract Cancellation for Cause: If the vendor is awarded a solicitation, the City reserves the right to cancel the contract for cause after initial award by providing written notice to the vendor. Cause includes, but is not limited to, the provision of inferior products other than requested in the solicitation documents, the vendor not meeting contract specifications, or failure to comply with the contract provisions, including notice that the vendor is in violation federal, state, or local laws pertaining to the contract. Upon such cancellation, any bid bond of the vendor shall be forfeited and the contract may be offered to the next responsible, responsive bidder or re-bid.

Contract Extension: Any extension of time to complete the scope of work provided in the solicitation, shall only be by mutually agreed upon terms between CBJ and the Vendor. If agreed upon, all terms and conditions shall remain in full force and effect. Unless otherwise agreed upon, vendors must complete the scope of work provided in the solicitation by the deadline provided in the contract and may be subject to damages caused by delay.

Contract Termination for Convenience: The CBJ may by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the City. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the City is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

Cooperative Purchasing: The City is authorized to extend the opportunity to utilize City contracts with other governmental agencies. The City will expressly state this condition if it is applicable to the solicitation and successful vendors will be bound by that condition. The City is not an agent of, partner to or representative of such outside agencies and is not obligated or liable for any action or debts that may arise out of such independently established cooperative procurements.

Default: In case of default by the Vendor, the City may procure the goods or services from another source and hold the Vendor responsible for any resulting excess cost and may seek other remedies under law or equity. If the Contractor defaults, the City may at its discretion, award the contract to the next available firm, based on ranking or price.

DEFINITIONS: the following terms used shall be defined as:

CBJ or City: is the City and Borough of Juneau,

Solicitation: A procurement document, such as Quote (RFQ), Bid (RFB), Request for Proposal (RFP), Statement of Interest (SI), or Request for Information (RFI), that contains information, scope of work, specifications, deliverables, timeline, etc. for goods or services the CBJ intends to procure.

Vendor, Contractor, Proposer, Bidder, Consultant: a firm or individual seeking to do business with the City and Borough of Juneau, AK and to whom a solicitation may be awarded.

Submittal, Submission, Proposal, Response(s): the document(s) submitted by the Vendor to the CBJ as required by the solicitation document.

Plan holder: a Vendor who is on record with the City for purposes of notification on all City communications concerning the solicitation.

Responsive Vendor: an individual or firm who conforms in all respects to the requirements stated in the solicitation.

Responsible Vendor: an individual or firm which demonstrates the capability in all aspects to fully perform all solicitation requirements and demonstrates the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit to assure good faith performance.

Disclosure: The CBJ is a municipal corporation and political subdivision of the State of Alaska, is subject to the Alaska Public Records Act, AS40.25.100-220, and the public records provisions of CBJ Charter, section 15.7. Contents of submitted responses to a solicitation will be kept confidential until the intent to award or posting notice is released. Immediately following release, all responses become public information. Any restrictions or prohibitions intending to prohibit public disclosure of any material attached or reference in any response based upon claims of privileged, confidential or proprietary

materials, or other similar restriction shall be of no force and effect and all material will be deemed as public records. Trade Secrets and other proprietary data may be held confidential to the extent allowed by law upon request in writing by the Vendor. Material considered confidential by the vendor must be clearly identified and marked by page and section and must include a brief statement outlining the reasons for confidentiality. Marking the entire response as confidential is not acceptable and may be cause for rejecting a response for consideration and award.

Document Response Disclaimer & File Uploads: It is the responsibility of the Vendor to submit all solicitation documents, including modifications, in a timely manner. Submitting any response to a solicitation shall be solely at the Vendor's risk. The Purchasing Division will attempt to keep all office equipment used in methods of document receipt, in working order but is NOT responsible for communications or documents that are late, regardless of cause. No Vendor documentation will be accepted as proof of receipt. Prior to any deadline, Vendors are strongly encouraged to confirm receipt of any submitted documents with the Purchasing Division. All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or .pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

Examination of Solicitation: Vendors shall thoroughly examine all solicitation documents, including any issued addenda and attached sample contract if applicable. Responses submitted for consideration of award by the Vendor shall constitute an acknowledgement that all solicitation documents have been thoroughly examined and reviewed. Failure of a Vendor to receive, review or examine any solicitation documents including attachments, appendix or addenda shall in no way relieve them of any contractual obligation required by the solicitation. A claim of misinterpretation or lack of knowledge concerning the solicitation document or process is not justification for additional compensation.

Equal Employment Opportunity: In order to be considered for the solicitation, the vendor must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. The vendor will be required to include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors. The City is an affirmative action purchaser and encourages small and disadvantaged businesses to submit responses.

Filing A Protest: Protest will be administered in accordance with the Purchasing Code 53.50.062 and 53.50.080. Available from the Purchasing Division or online at https://library.municode.com/ak/juneau/codes/code_of_ordinances?nodeId=TIT53PRACDI_PTIIOTPR_CH53.50PUSUSE_53.50.062PR

Force Majeure Events: Except for the obligation to make payments, neither the CBJ or Vendor shall be in default for its failure to perform, or a delay in performance cause by strikes, epidemics, riots, imposition of laws or governmental orders, fires, acts of God, acts of civil or military authority, embargoes, war, terrorist acts, insurrections, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities and other similar events beyond either the CBJ's or Vendors reasonable control and without its fault or gross negligence. Upon the occurrence of a Force Majeure Event, written notice shall be given to the other Party as soon as practicable and shall promptly confer in good faith to agree upon reasonable actions to minimize any impact. The Party claiming such an event is preventing performance, shall take reasonable actions to mitigate any such delay or failure.

Indemnification: As a material part of this solicitation, the Vendor shall agree to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Vendor's performance of this contract without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies, to the fullest extent, permitted by law, and is in full force, and effect whenever, and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of the Vendor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Vendor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Vendor's obligations and may be waived where the Vendor has actual notice.

Interpretation of Solicitation: No oral interpretations will be made to any vendor as to the meaning of a solicitation. Oral and all other non-written responses, interpretations and/or clarifications shall not be legally effective or binding. Comments concerning defects, questionable or objectionable material and requests for interpretation must be made in writing and received by the Purchasing Division by the deadline indicated in the solicitation document. If required, changes to the solicitation documents will be made by addendum and sent promptly to all parties to whom the documents have been issued. All addenda issued become part of the solicitation document and resulting final contract award.

Licensing Requirements. Contractor is responsible for obtaining and maintaining all appropriate licenses as required by federal, state or local laws. An Alaska Business License is required to perform most, if not all services in the State of Alaska. Information on obtaining a business or requirements for all professional licenses for AK can be found online at <https://www.commerce.alaska.gov/web/cbpl/BusinessLicensing.aspx> If requested by the City, proof of licensing may be required prior to award.

Modifications: Modifications to a solicitation response can be delivered in person, by fax, email to purchasing@juneau.org (or via online submission depository if e-responses are allowed by the solicitation), by mail or fax (907-586-4561). Responses must be received prior to the solicitation deadline and will be time and date stamped thereby establishing the official time of receipt. Any modification must not reveal the respondent's price for a formal sealed solicitation and shall be in the form of an addition or subtraction so that final prices will not be known until the solicitation is opened, reviewed and verified. Modifications to a solicitation received after the deadline established for receipt shall not be considered.

Negotiations: Unless expressly specified in the solicitation document, compensation will not be **negotiated**. If so specified, negotiated changes to any Vendor submitted pricing, fee schedule, or price proposal will be documented by contract or signed amendment prior to the issuance of a purchase order.

Nondisclosure & Confidentiality: Contractor agrees that all confidential information to which it has access in performing this contract shall be used only for purposes of providing the deliverables and performing the services specified herein. Contractor shall not disseminate or allow dissemination of confidential information to third parties unless authorized in writing by the City. Contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the Contractor with all applicable federal and state law, including the Social Security Act and HIPAA. Contractor must promptly notify the City in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information. Confidential information, as used herein, includes but is not limited to financial data, bank account data and information, user lists, passwords, technology infrastructure, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc.).

Preparation of Solicitation Response: Responses submitted for consideration, must be carefully, and legibly completed, as required and described in the solicitation documents: i.e. on forms provided, with attached required documents, description of any proposed variances, etc. Responses that contain

omissions, irregularities, additions or alterations of any kind may be rejected. Every submittal, formal or informal, shall include signature of an authorized representative to bind the company. Responses containing any material alteration or irregularity of any kind may be rejected. Any erasures or changes must be initiated by the authorized representative signing the response. The lowest qualified response will be considered for award. Except as ordered by a court of competent jurisdiction, the City is not liable for any cost incurred by the bidder for bid preparation.

When a solicitation specifies that only **Hard Copy** responses will be accepted, no oral, electronic mail, facsimile or telephone responses will be accepted. Sealed responses shall be received at the Purchasing Division Office; or their designee as noted in the solicitation, prior to the deadline indicated. Responses shall be delivered in a completely sealed envelope with an affixed label that shows the solicitation title, number, and deadline. The City will not be responsible for the premature opening of, or failure to open, any response not properly addressed and identified. It is the Vendor's responsibility to verify that responses are received prior to the solicitation deadline. Late responses will not be accepted and will be returned to the Vendor.

Postponement of Opening: Sealed responses will be received until the deadline stated in the solicitation document, or such later time as announced by addenda sent to all plan holders at any time prior to the deadline. The City reserves the right to postpone the solicitation deadline at any time.

Pricing & Additions: Submitted prices shall include everything necessary to fulfill the contract including, but not limited to, furnishing all materials, freight, equipment and labor. Submitted pricing must be in U.S. funds. In case of error in the extension of prices, unit prices will govern. A Vendors' response to a solicitation is acknowledgement and acceptance of any proposed fee schedule, deliverables, or timeline specified in the solicitation documents. For the purpose of award, offers made in accordance with any solicitation must be irrevocable for a period of ninety (90) calendar days from the solicitation deadline. Quantities listed are estimates for bidding purposes only. The City does not guarantee any minimum or maximum quantities. The City may request additional units above the amount stated in the solicitation. Additional units in excess of 25% of the original awarded contract will be at pricing previously submitted in the solicitation and accepted by mutual written agreement.

Price Adjustments: Unless stated otherwise, unit pricing may be subject to an adjustment once per year of a term contract. Requests for a price adjustment must be submitted in writing a minimum of 60 days prior to the start of the next renewal period and be based on substantiated changes for actual cost differences during the contract period. If the City agrees to the price adjustment, an amendment reflecting the change will be issued. The City may counter the Vendors request for pricing and if no agreement can be negotiated, the City may offer the contract to the next apparent low bidder, or the contract may be cancelled and rebid.

Purchase Order(s) & Payments: The City's purchase order and (if applicable) the Notice of Award, are the only documents that may be used to place orders against any contract(s) resulting from a solicitation. Payment will be authorized and initiated after acceptance of the goods or services by the City. A portion of the final payment may be withheld to insure all conditions of the solicitation are met. Accurate invoices must be submitted to the designated Contract Administrator and the CBJ Accounts Payable Division. Invoices must include, the purchase order number, Vendor's name and phone number. Invoices must clearly and accurately state quantities, item descriptions and units of measure and any discounts or trade-ins. All payments shall be net 30 days upon receipt of complete and accurate invoice(s) unless specified otherwise.

Qualified Vendor: A qualified Vendor is a Vendor who submits the lowest responsive and responsible bid or response. A responsive bid conforms in all material respects to the requirements stated in the solicitation. A responsible vendor has the capability in all respects to fully perform all of the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit, which will assure good faith performance. Responsible vendors will be those who have not defaulted or otherwise failed to perform an awarded City contract and are in good standing with the City finance division as provided below. Each Vendor shall be skilled and regularly engaged in the general class or type of work called for within the solicitation. If requested, the apparent successful Vendor shall submit resumes, references or other documentation, which demonstrates the experience and knowledge of the Vendor, and its key personnel who will be assigned to this contract.

Solicitation Cancellation or Rejection of Solicitation Response: The City may cancel, in whole or in part, any Solicitation when it is in the best interest of the City. The City reserves the right to reject any or all submitted solicitation responses, and to determine which submitted response, if any, should be accepted in the best interest of the City. The City reserves the right to waive any informality in a solicitation. A Vendor may be considered not responsible if a Vendor has previously failed to perform properly or to complete a contract as specified with the City, or another government agency. A response may be rejected and considered non-responsive for, including but not limited to, the following reasons:

- The response is on a form other than that supplied by the City, or is improperly signed;
- The responding Vendor adds any unauthorized conditions, limitations, or provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award;
- If there are unauthorized additions or irregularities of any kind which may make the response incomplete, indefinite, ambiguous as to its meaning, or in conflict with the City's solicitation;
- If the responding Vendor omits a price on any item or items on which pricing is required;
- If the response contains any excessively unbalanced prices (either above or below a reasonable price) to the detriment of the City;
- If the Vendor fails to furnish an acceptable bid guaranty; or
- If the Vendor has not acknowledged receipt of each Addendum.

Specifications: Unless otherwise specified as no substitute in the solicitation documents, product brand names or model numbers specified are examples of the type and quality of product required and are not a statement of preference. If the solicitation specifications stated conflict with a brand name or model number describing an item, the specifications will govern. Reference to brand name or number does not prevent an offer of a comparable or better product. When offering a comparable product full specifications and descriptive literature must be provided if requested. Any variance to specifications must clearly indicated and documented by the Vendor. Failure to provide complete specifications and descriptive literature may be cause for rejection of Vendor's response.

Unless clearly stated in the solicitation all items to be shipped must be quoted F.O.B. destination. Any charges associated with shipping are to be imbedded into the unit pricing. Items are to be shipped as economically as possible and packaged as appropriate to contents to minimize damage or loss. Vendor is responsible for filing any freight claims subsequent to shipment. Any loss incurred will be the responsibility of the Vendor.

The City reserves the right to determine suitability of items offered. All goods or materials are subject to approval by the City. Materials used in the fabrication of items must be free of any defects that affect the performance, application and specifications. Any items rejected because of non-conformity of the terms and conditions or specifications of the solicitation, whether held by the City or returned, will be at the Vendor's risk and expense. Vendor represents that all items offered shall be new. Used, shopworn, demonstrator, prototype or discontinued models are not acceptable. Vendor will guarantee parts availability for applicable items for a minimum of 10 years or the reasonable life of items, whichever is greater. OEM manuals must be supplied with all items upon delivery.

Subcontracting: Subcontracting will not allowed without the prior written consent of the Purchasing Division. If subcontracting is approved and allowed, information on the subcontractor and a list of employees and their qualifications must be provided. Subcontractor must abide by all the solicitation requirements.

Vendor Collusion: By submitting a bid, the vendor affirms that they have not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of the competitive bidding in connection with the solicitation. Collusion by and between Vendors or City officials will disqualify all parties involved in the act of collusion and may result in those Vendors being disqualified from participating in future solicitations.

Vendor Good Standing with CBJ: Vendors must be in good standing with the CBJ prior to award of any contract and any subsequent contract renewals. The apparent successful Vendor shall have seven (7) business days following notification to correct any outstanding issues. Good standing means the following: all amounts owed to the CBJ are current and the Vendor is not delinquent with respect to any taxes, fees, assessment, or other monies due and owed the CBJ. Vendor must be current in all CBJ reporting requirements including sales tax registration and reporting and any necessary business personal property declarations. If a Confession of Judgment has been executed, the Vendor must be in compliance and current with any terms or stipulations associated with the Confession of Judgment, including any installment payments due. Vendors who fail to timely pay suppliers or subcontractors under CBJ contracts will likewise not be considered in good standing. For the purposes of this provision, the term "vendor" will include all entities that share principal officials and managing members. If a vendor is not in good standing with the CBJ, subsidiaries or other entities created or otherwise controlled by that vendor will also not be considered in good standing with the CBJ.

Failure to meet these requirements may be cause for rejection of your solicitation. To determine if your business is in good standing, or for further information, contact the CBJ Finance Department's Sales Tax Division, at email: Sales_Tax_Office@juneau.org for sales tax issues, Assessor's Office at email: Assessor.Office@juneau.org for business personal property issues, or Collections Division at email: Collections@juneau.org for all other accounts.

Vendor Name Change & Assignment of Contract: If the Vendor's business name changes or the business is sold, transferred, or assumed by a second party, written notification of the change must be provided to the City's Purchasing Division. The notification must be signed by all Vendor parties involved, and received by CBJ no later than 30 calendar days from the date of change. The notification must state the type of change, reason for change, include the Federal Employer Identification Number or Tax identification Number of all Vendor parties involved, and provide all legal documentation verifying the change. Failure to provide notification within 30 calendar days of the changes may be grounds for purchase order cancellation without further cause. Additional documentation concerning the assignment of payments and acceptance of assigned payments may be required from the assignor and assignee. Any contract resulting from this solicitation may not be assigned in whole or in part without the prior written consent of the City's Purchasing Division and agreement from the user department.

Vendor Obligation: Notwithstanding the expiration date of a contract resulting from this solicitation, the Vendor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired. Unless otherwise stated in the solicitation, the City will assume that the Vendor has accepted, without reservation or amendment, the whole terms of the contract documents.

Warranty/Guarantee: The Manufacturers maximum standard warranty/guarantee shall apply to all items purchased. Coverage will begin on the date of acceptance of items by the City. All items shall be guaranteed against faulty material and workmanship. Failure of any items to meet specifications or to operate properly in any way will require replacement by the Vendor at no expense to the City. Any claims initiated by the City for warranty/guarantee will be resolved within thirty (30) days of notification at no additional cost. Failure to resolve any claim in the timeframe specified may require the City to correct the issue. Any costs incurred by the City in correcting an issue will be reimbursed by the Vendor. Vendor guarantees that all items offered will be standard equipment and the latest model of regular stock product offered in the manufacturers published specifications. No attachment or part of any item will be supplied that is contrary to the manufactures recommendations or standard practice.

Withdrawal of Response: All submitted responses shall constitute a binding offer to the City as outlined therein and shall be irrevocable after the solicitation deadline. A vendor may withdraw its response by giving written notice prior to the solicitation deadline. After the time last announced for the solicitation deadline and until execution of the contract, no vendor will be permitted to withdraw its response unless the solicitation contract is delayed due to acts by the City.

INSURANCE REQUIREMENTS. Prior to award, insurance must be secured and maintained for the risks and in the amounts specified herein. The Consultant and its insurance carrier waive subrogation against the City.

The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor. **Contractor** agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. The Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **The CBJ shall be named additional insured for this policy for "any and all CBJ projects."**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage.

Workers Compensation Insurance. If required by Alaska Statute (see Alaska Statute 23.30), the Contractor must maintain Workers Compensation Insurance to protect the Contractor from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Contractor's firm, the Contractor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Contractor's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000) per injury and illness, and five hundred thousand dollars (\$500,000) aggregate. Contractor also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Contractor is exempt from Alaska Statutory Requirements, the Contractor will provide written confirmation of this status in order for the CBJ to waive this requirement.**

Professional Liability. The Contractor must maintain Professional Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate to protect the City from any claims or damages for any error, omission, or negligent act of the Contractor, the Contractor's firm, employees, or sub-contractors, which results in a financial loss to the City.

Contractor acknowledges requirements for insurance coverage and must provide a Certificate of Insurance, along with all required amendatory policy endorsements, within five (5) working days of notice of *Intent to Award*.



Purchasing Division Mailing Address: 155 S. Seward St. Juneau, AK 99801
Email— purchasing@juneau.org
E-Submittal at Public Purchase www.publicpurchase.com
Phone: 907-586-5215 X 4, Fax: 907-586-4561

APPENDIX A: SCOPE OF WORK, TERM, AND COMPENSATION

1. SCOPE OF WORK

2. TERM

The effective date of this contract shall be the date it is signed by the CBJ, and it shall remain in effect until _____

3. COMPENSATION AND TERMS OF PAYMENT

- a. Compensation.
- b. Additional Terms of Payment.

APPENDIX B: STANDARD PROVISIONS

1. CONTRACTUAL RELATIONSHIP. The parties intended that an independent contractor relationship will be created by this contract. The CBJ is interested only in the results to be achieved as provided in this agreement. The conduct and control of the work will lie solely with the Contractor. Contractor is not considered to be an agent or employee of the CBJ for any purpose, and the employees of Contractor are not entitled to any benefits that CBJ provides for CBJ employees. CBJ does not agree to use the Contractor exclusively. Contractor does not agree to work for CBJ exclusively.

2. PERSONNEL, EQUIPMENT AND SUPPLIES. Except as provided in the Scope of Work, the Contractor represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the work under this contract. All of the work required hereunder will be performed by the Contractor or under its supervision. None of the work covered by this Contract shall be subcontracted except as provided in the Scope of Work.

3. CONTRACTOR QUALIFICATIONS. Contractor warrants that it is fully qualified and is licensed under all applicable local, state, and federal laws to perform its obligations under this contract.

4. INSURANCE REQUIREMENTS. Contractor has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Contractor shall provide written notice to CBJ Risk Management. The Contractor's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Contractor maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Contractor.

- a. ***Deductibles and Self-Insured Retentions.*** Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Contractor

to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

b. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be declared and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least one (1) year after completion of the contract work.*
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the Retroactive Date prior to the contract effective date, the Contractor must purchase “**extended reporting**” coverage for a minimum of one (1) year after completion of the contract work.

5. CHANGES. The CBJ may, from time to time, require changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, must be mutually agreed upon in writing before they will be regarded as part of this contract. No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the CBJ.

6. NO ASSIGNMENT OR DELEGATION. The Contractor may not assign or delegate any interest in this contract without the prior written consent of the CBJ. Contractor may assign its rights to any payment under this contract without the prior written consent of CBJ; however, notice of any such assignment or transfer shall be furnished promptly to CBJ by Contractor.

7. TERMINATION FOR CONVENIENCE. The CBJ may, by prior written notice, terminate this agreement at any time, in whole or in part, when it is in the best interest of the CBJ. In the event that this contract is terminated by the CBJ for convenience, as opposed to termination for cause, the CBJ is liable only for payment in accordance with this agreement for work accomplished prior to the effective date of the termination.

8. DEFAULT AND TERMINATION FOR CAUSE. If Contractor fails to perform a material obligation under this contract, the CBJ may consider the Contractor to be in default (unless caused an event, circumstance, or act of a third party that is beyond Contractor’s reasonable control) and may assert a default claim by giving Contractor a written and detailed notice of default. The Contractor shall cure the default within the time frame identified in the notice of default, or, if the default is not curable within the time frame specified, provide a written cure plan acceptable to the CBJ, which shall not be unreasonably withheld. Contractor will begin implementing the cure plan immediately after receipt of notice that the CBJ approves the plan. The CBJ’s payment obligations shall be held in abeyance until the default is cured.

If Contractor fails to cure the default, unless otherwise agreed in writing, the CBJ may terminate

any unfulfilled portion of this Agreement. In the event of termination for default, the Parties may agree that the CBJ's remedy be limited to recovering from Contractor all actual, reasonable costs incurred in securing the work described in Appendix A. The CBJ agrees to mitigate damages to the extent required by law, and to provide Contractor with detailed invoices substantiating the charges.

9. INSPECTION AND RETENTION OF RECORDS. The CBJ may inspect, in the manner and at reasonable times it considers appropriate, all of Contractor's facilities, records and activities having any relevance to this contract. Contractor shall retain financial and other records relating to the performance of this contract for a period of six years, or until the resolution of any audit findings, claims or litigation related to the contract.

10. EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, familial status, sexual orientation, gender identity, gender expression, or national origin. Contractor shall include these provisions in any agreement relating to the work performed under this agreement with contractors or subcontractors.

11. CHOICE OF LAW, JURISDICTION. The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Contractor specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

12. COMPLIANCE WITH LAWS AND REGULATIONS. Contractor shall, at Contractor's sole cost and expense, comply with all applicable requirements of federal, state, and local laws, ordinances and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. Contractor warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and the CBJ, and shall maintain such compliance during the effective term of this agreement.

13. PAYMENT OF TAXES AND OBLIGATIONS TO CBJ. As a condition of this contract, the Contractor shall pay all federal, state, and local taxes incurred by the Contractor and shall require their payment of any subcontractor or any other persons in the performance of this contract. Contractor shall not be delinquent in the payment of taxes, or any other obligation, to CBJ during the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the CBJ under this contract.

14. CONFLICT OF INTEREST. Contractor warrants that no employee or officer of the CBJ has violated the conflict of interest provisions of CBJ code regarding this contract. Contractor also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this contract. If the Contractor learns of any such conflict of interest, the Contractor shall without delay inform the CBJ and Municipal Attorney or CBJ's representative for this contract.

15. INDEMNIFICATION. The contractor agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor's performance of this contract, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of Contractor arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify Contractor in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and is waived where the Contractor has actual notice.

16. OWNERSHIP OF DOCUMENTS. All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this contract become the sole property of the CBJ and may be used by the CBJ for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the CBJ. Unless otherwise directed by the CBJ, the Contractor may retain copies of all the materials.

17. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the CBJ, shall carry a CBJ notation or logo as directed by the CBJ.

18. APPLICABILITY OF ALASKA PUBLIC RECORDS ACT. Contractor acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned or controlled by the CBJ in relation to this Contract must be made available for the public to inspect upon request, unless an exception applies. It is Contractor's sole responsibility to clearly identify any documents Contractor believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by Contractor, the CBJ will notify Contractor as soon as practicable prior to making any disclosure. Contractor acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court Contractor deems necessary in order to protect its interests. Should Contractor fail to notify the CBJ of its objection or to file suit, Contractor shall hold the CBJ harmless of any damages incurred by Contractor as a result of the CBJ disclosing any of Contractor's documents in the CBJ's possession. Additionally, Contractor may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

19. FISCAL FUNDING. The parties acknowledge that the municipality is legally prohibited from encumbering funds that have not been duly appropriated, pursuant to CBJ Charter 9.13.

Funding for this agreement beyond fiscal year _____ is therefore subject to an appropriation of funds by, and at the sole discretion of, the City and Borough of Juneau Assembly. The parties acknowledge and understand that in the event the Assembly fails to appropriate sufficient funds for this agreement, the agreement will automatically terminate without penalty or further municipal liability, on June 30 of the current fiscal year.

20. ENTIRE AGREEMENT. This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

21. SEVERABILITY. If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.

22. WAIVER. Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

APPENDIX C: INSURANCE

INSURANCE REQUIREMENTS. The Contractor has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement, to the City and Borough of Juneau, attached as Attachment_____. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Contractor to maintain the insurance required by this contract.

Contractor agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. The Contractor must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least [*to be determined by CBJ Risk Management*] per **occurrence**, and [*to be determined by CBJ Risk Management*] aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Contractor's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (*see* Alaska Statute 23.30), the Contractor must maintain Workers Compensation Insurance to protect the Contractor from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to the Contractor's firm, the Contractor's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Contractor must notify the City as well as the State Division of Workers Compensation immediately when changes in the Contractor's business operation affect the Contractor's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of [*to be determined by CBJ Risk Management*] per injury and illness, and [*to be determined by CBJ Risk Management*] policy limits. Contractor also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Contractor is exempt from Alaska Statutory Requirements, the Contractor must provide written confirmation of this status in order for the CBJ to waive this requirement. The Contractor grants a waiver of any right to subrogation against the CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not the CBJ has received a waiver of subrogation endorsement from the insurer.

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles [*to be determined by CBJ Risk Management*] combined single limit coverage.

Other coverage may be required, if applicable.

JUNEAU TOURISM COMMUNITY OPINION SURVEY 2006

***PREPARED FOR:
City and Borough of Juneau***



Research-Based Consulting

Juneau
Anchorage
Kodiak

November 2006

JUNEAU TOURISM COMMUNITY OPINION SURVEY 2006

PREPARED FOR:

CITY AND BOROUGH OF JUNEAU

PREPARED BY:



NOVEMBER 2006

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EXECUTIVE SUMMARY

In October of 2006, the City and Borough of Juneau contracted with the McDowell Group to conduct the *Juneau Tourism Community Opinion Survey*, the fourth in a series of household surveys regarding tourism and associated impacts. In 2006, the telephone survey included 508 households. Statistical integrity was achieved through controlled sample selection, weighting, and the use of random-digit-dial methodology (which ensures that listed and unlisted households were included).

The purpose of the survey is to have an understanding of residents' current opinions about tourism impacts, and to detect changes in residents' opinions over time. Information provided in this survey is crucial to making prudent management and policy decisions that affect Juneau. It is important to note that since the inception of this survey series in 1995, total Juneau summer visitor arrivals have doubled from half a million summer visitor arrivals (including cruise, air, and ferry passengers) to slightly more than 1,000,000 summer visitors in 2006.

Survey content was similar to surveys conducted by the McDowell Group in 1995, 1998 and 2002. New questions have been added, and some questions modified, as changes in the industry and community warranted. However, the core survey has remained largely intact since 1995.

Juneau residents were asked about the impacts of tourism on their household and their views about various tourism management issues. Additionally, residents were asked about their age, employment, and the areas they lived and worked, allowing more detailed analysis of the survey data.

Key survey findings are presented below.

Consistent with prior year results, nearly half of all residents felt the tourism industry paid its fair share—or more—for services used by visitors.

- More than four out of ten residents (42 percent) felt the tourism industry pays “its fair share” and 6 percent felt that the tourism industry pays “more than it’s fair share.”
- The percentage of residents that believe the tourism industry pays “less than its fair share” has increased from 28 percent in 1995 to 37 percent in 2006.
- Fifteen percent of residents expressed no opinion on tourism industry support for services, down from 27 percent in 1995.

Tourism Industry Support for Service

	2006	2002	1998	1995
More than its fair share	6%	6%	7%	6%
Its fair share	42	42	41	39
Less than its fair share	37	36	33	28
Don't know	15	14	19	27

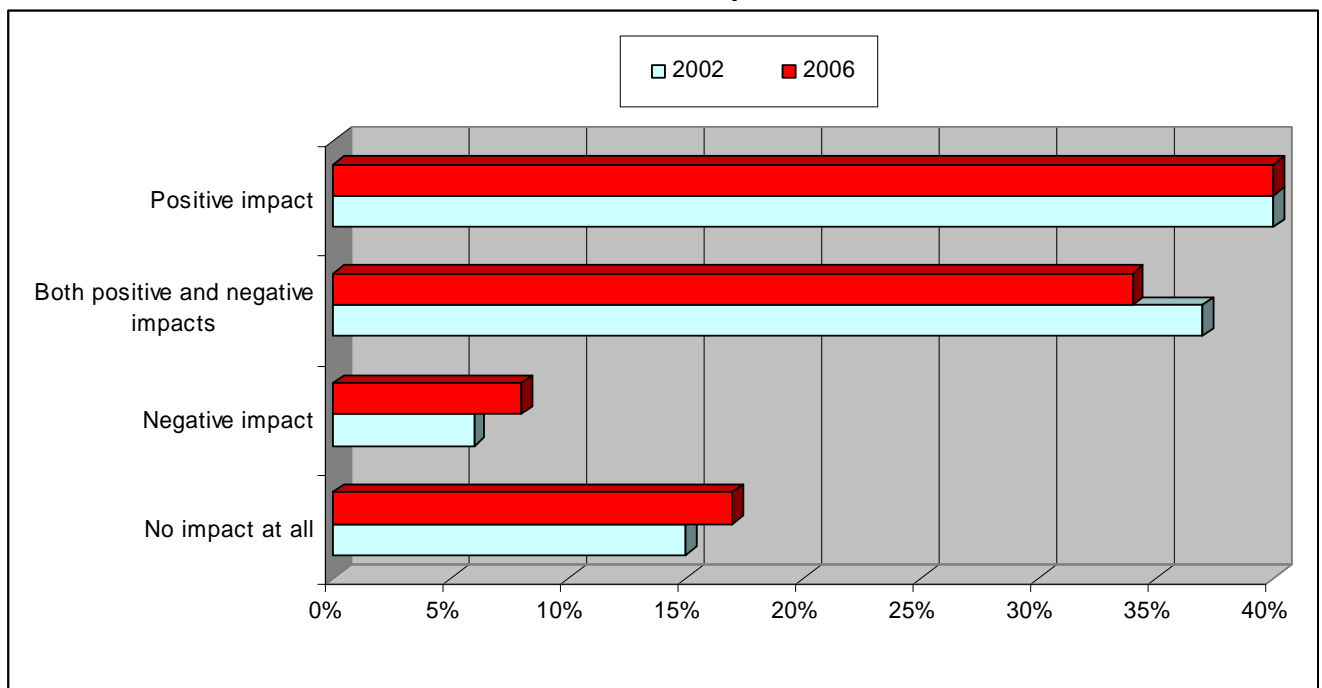
The percentage of Juneau residents who felt that the tourism industry had an overall positive impact on their household remained stable at 40 percent.

- The percentage of residents who felt that tourism had a negative impact on their household increased slightly from 6 percent in 2002 to 8 percent in 2006.
- There has been a decline since 1998 in the number of residents who said there are both positive and negative impacts on their household.

Overall Tourism Impacts on Juneau Households

	2006	2002	1998	1995
Positive impact	40%	40%	29%	34%
Both positive and negative impacts	34	37	43	37
Negative impact	8	6	10	8
No impact at all	17	15	16	19
Not sure	1	1	1	2

Overall Impact Trends



Foot traffic congestion and vehicle congestion were the leading tourism-related impacts, followed by helicopter noise.

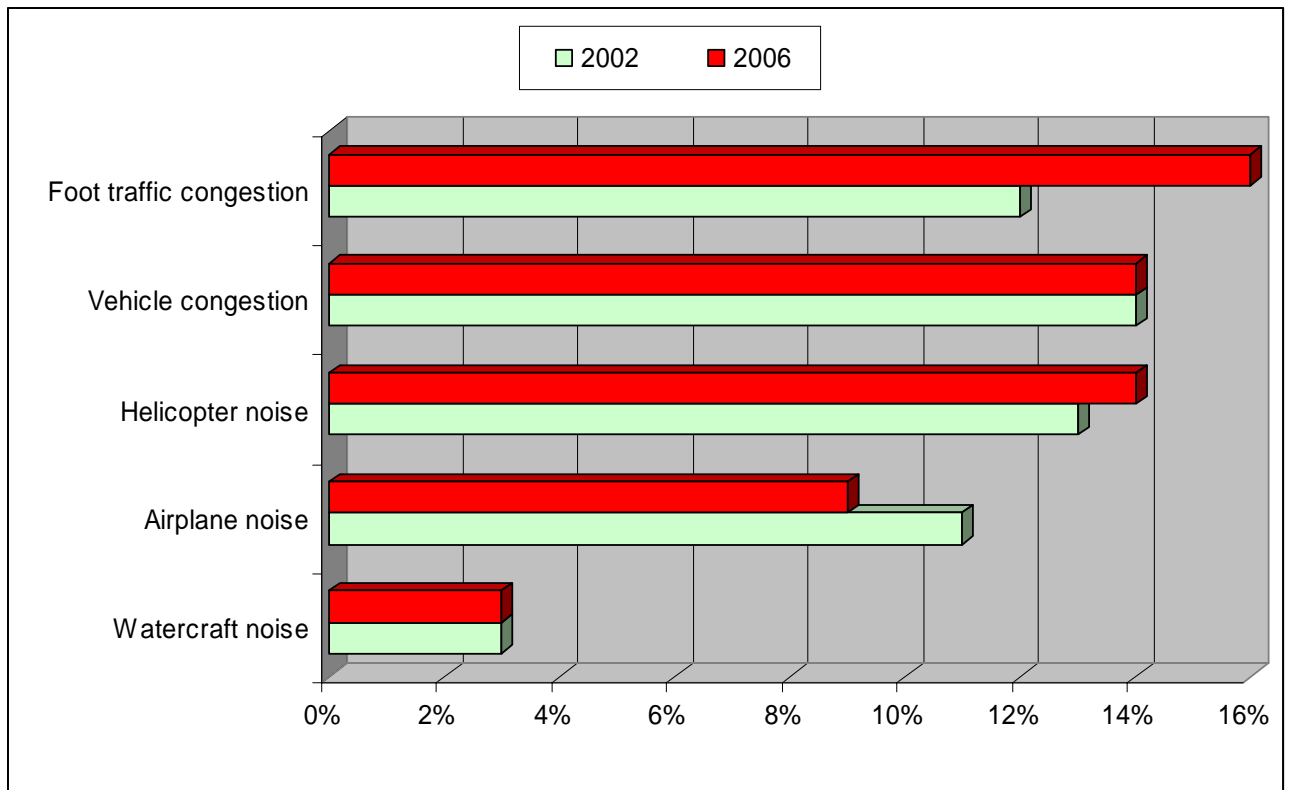
- One-third of Juneau residents reported they were “affected” or “very affected” by foot traffic congestion while 31 percent said they were “affected” or “very affected” by vehicle congestion.
- Traffic congestion has increased since 2002, when 26 percent of respondents were affected by vehicle congestion and 23 percent were affected by foot traffic.
- The percentage of residents “very affected” by helicopter noise increased slightly, while the percentage of residents “very affected” by airplane noise decreased slightly since 2002.

2006 Individual Impacts on Juneau Households

	Very Affected	Affected	Somewhat Affected	Not at all Affected
Foot traffic congestion	16%	17%	23%	44%
Vehicle congestion	14	17	30	38
Helicopter noise	14	9	23	53
Airplane noise	9	8	18	65
Watercraft noise	3	4	14	78

Individual Impact Trend

Percentage responding “very affected”



Nearly half of Juneau residents believe that the City and Borough is not doing enough to manage the impacts of tourism.

- The percentage of residents who felt that the CBJ is not doing enough fell from 52 percent in 2002 to 47 percent in 2006.
- Thirty-six percent of residents felt that the City and Borough was doing “just the right amount” to manage the impacts of tourism.
- The percentage of Juneau residents who felt that the CBJ was doing “more than enough” increased slightly since 2002.

CBJ Management of Tourism Impacts

	2006	2002
Not enough	47%	52%
Just the right amount	36	34
More than enough	9	6
Don't know	8	7

INTRODUCTION AND METHODOLOGY

Introduction

The *Juneau Tourism Community Opinion Survey* series is designed to identify residents' opinions about tourism-related impacts, as well as monitor community effectiveness in mitigating negative impacts. The information gathered in this survey series has been used by the tourism industry and community representatives to address residents' concerns.

Juneau Cruise Visitor Volume

Year	Passengers
2006	951,400
2002	739,800
1998	568,500
1995	380,600

Source: Cruise Line Agencies of Alaska

It is important to view survey results in light of changes in visitor volume and infrastructure. Juneau's visitor industry has grown rapidly since the survey series began in 1995. Cruise visitor volume more than doubled between 1995 and 2006. In addition, an estimated 100,000 air and ferry passengers visit Juneau each summer. Visitor-related infrastructure development since 1995 includes the South Franklin Dock, the AJ Dock, the Seadrome Marine Complex, and the redevelopment of Marine Park. During the same time period, visitor industry businesses developed the *Tourism Best Management Practices* program to minimize neighborhood impacts from tour operators.

Juneau residents have consistently reported that they recognize both positive and negative impacts from the industry. Positive impacts may include job and wage growth, increased business activity, increased municipal tax collections, and an increase in property values. Negative impacts may include crowding of downtown sidewalks, traffic congestion, aircraft noise, smoke emissions, and increased visitor activity in neighborhoods and on trails.

This survey is a valuable and statistically reliable compilation of residents' opinions about these important and complex issues.

Methodology

The telephone survey included 508 randomly selected Juneau households using a random-digit-dial method, which ensures inclusion of both listed and unlisted households. The survey was fielded between October 11 and 20. Calls were made during daytime, evening, and weekend hours to allow participation from a wide array of Juneau residents.

To ensure compatibility with the results from previous surveys, similar sample selection methods, telephone interview protocols, and survey language were used. Data was closely monitored and weighed so respondents' age, gender and residential neighborhoods were proportionally represented. The maximum margin of error at the 95 percent confidence level is ± 4.5 percent.

The survey instrument was designed by McDowell Group, with review and input from City and Borough of Juneau staff and Assembly members. A copy of the survey is included in the report appendix.

Resident Perception of Tourism Impacts

Four out of ten Juneau residents felt that the current level of tourism in Juneau has a positive impact, while one-third felt there are both positive and negative impacts.

- In 2006, the percentage of residents who felt that tourism has a positive impact on their household remained stable at 40 percent.
- The percentage of residents who felt tourism has a negative impact on their household has remained similar since 1995.
- One-half of North Douglas residents reported that tourism has a positive impact on their household.
- Douglas/West Juneau residents were the least likely to report positive impacts on their household (25 percent).
- Downtown Juneau/Thane residents were the most likely to feel that tourism had a negative impact on their household (14 percent).
- Residents age 18-34 were less likely to feel that tourism negatively impacted their household (3 percent).

Considering the costs and benefits of tourism, do you feel that the current level of tourism in Juneau has a positive impact, negative impact, both negative and positive impacts, or no impact at all on your household?

	2006	2002	1998	1995
Positive impact	40%	40%	29%	34%
Negative impact	8	6	10	8
Both positive and negative impacts	34	37	43	37
No impact at all	17	15	16	19
Not sure	1	1	1	2

Among respondents who cited both positive and negative impacts on their household from tourism, nearly half felt that the benefits outweigh costs.

- In contrast, nearly one-third (32 percent) of residents felt that the costs of tourism outweigh the benefits.
- Six of ten Downtown Juneau/Thane residents felt that the costs of tourism outweigh benefits.
- One-half of all residents 55 years of age and older felt that the costs of tourism outweigh benefits.
- Sixty percent of residents employed in tourism felt that the benefits outweigh costs.

For those who answered “both positive and negative impacts”: Do you feel that the costs outweigh the benefits or the benefits outweigh the costs?

	2006	2002	1998
The benefits outweigh the costs	47%	46%	45%
The costs outweigh the benefits	32	29	32
Neutral	14	16	16
Don't know	7	8	6

Tourism Impacts on Household

The leading impacts were foot traffic and vehicle congestion.

- One-third of Juneau residents reported they were “affected” or “very affected” by foot traffic congestion while (31 percent) were “affected” or “very affected” by vehicle congestion.
- Congestion increased since 2002, when 26 percent of respondents were “affected” or “very affected” by vehicle congestion and 23 percent were “affected” or “very affected” by foot traffic.
- Helicopter noise affected 23 percent of all residents, with 14 percent stating there were “very affected.”
- A majority of households are “not at all affected” by watercraft (78 percent), airplane (65 percent), or helicopter noise (53 percent).

For each of the following tourism-related impacts, would you say your household is very affected, affected, somewhat affected or not at all affected?

	Very Affected	Affected	Somewhat Affected	Not at all Affected
Foot traffic congestion	16%	17%	23%	44%
Vehicle congestion	14	17	30	38
Helicopter noise	14	9	23	53
Airplane noise	9	8	18	65
Watercraft noise	3	4	14	78

- The percentage of respondents who reported being “very affected” by foot traffic increased from 12 percent in 2002 to 16 percent in 2006.

Juneau Tourism Impacts Trend

Percentage responding “very affected”

	2006	2002
Foot traffic congestion	16%	12%
Vehicle congestion	14	14
Helicopter noise	14	13
Airplane noise	9	11
Watercraft noise	3	3

Comparison of Tourism Impacts by Neighborhood

Downtown Juneau/Thane and Douglas/West Juneau reported the highest levels of impacts from foot traffic and vehicle congestion while the mid-town neighborhoods and North Douglas reported the highest level of impacts from helicopter noise.

- Downtown Juneau/Thane reported a higher level of “affected” or “very affected” (41 percent) than in 2002 (32 percent) for impacts related to vehicle congestion.
- The percentage of Douglas/West Juneau residents who were “affected” or “very affected” by vehicle traffic more than doubled from 2002 to 2006 (20 percent to 41 percent).
- More than one-half of Downtown Juneau/Thane residents stated they were “affected” or “very affected” by foot traffic congestion.
- There was a decline from 2002 to 2006 in the percentage of Douglas/West Juneau residents who were “affected” or “very affected” by airplane noise (30 percent vs. 18 percent) and helicopter noise (25 percent vs. 14 percent).
- There was an increase in the percentage of North Douglas residents who were “affected” or “very affected” by airplane noise (26 percent vs. 37 percent) and helicopter noise (26 percent vs. 43 percent).

For each of the following tourism-related impacts, would you say your household is very affected, affected, somewhat affected or not at all affected?

Percentage responding “affected” or “very affected”

	Downtown/ Thane n=68	Douglas/ W. Juneau n=55	Salmon, Lemon, Switzer Creek n=63	East Mendenhall Valley n=179	North Douglas n=29	W. Mend’hall Valley/ Out the road n=113
Foot traffic congestion	53%	31%	32%	28%	16%	32%
Vehicle congestion	41	41	32	25	28	29
Airplane noise	22	18	18	11	37	18
Helicopter noise	17	14	34	18	43	27
Watercraft noise	11	11	3	2	6	14

Comparison of Impacts to Prior Year

Many residents felt there were noticeable changes between 2005 and 2006 when asked to compare the effects of various tourism impacts.

- Areas in which residents did notice increased tourism impacts include the following: 34 percent noticed an increase in bus/taxi congestion downtown, 34 percent noticed an increase in crowd levels, and 28 percent noticed an increase in guided groups on hiking trails.
- Residents who work in tourism (40 percent) and those 18-34 years old (39 percent) were more likely than other residents to notice an increase in bus and taxi congestion downtown.
- One out of ten residents noted that cruise emissions, floatplane noise, and helicopter noise were “somewhat” or “very reduced” compared to 2005.

Comparing this past summer to the summer of 2005, did you notice if the following impacts were very reduced, somewhat reduced, unchanged, somewhat increased or very increased for...

	Very Increased	Somewhat Increased	No Change	Somewhat Reduced	Very Reduced	Don't Know/ Didn't Notice
Bus/taxi congestion downtown	10%	24%	41%	6%	0%	19%
Crowd levels	9	24	47	5	1	13
Guided groups of visitors on trails	7	21	38	3	<1	31
Helicopter noise	6	12	57	10	1	15
Busses and taxis in neighborhoods	4	16	56	3	<1	21
Smoke emissions from cruise ships	3	9	47	11	2	29
Floatplane noise	2	8	55	9	3	22
Cruise ship noise	1	5	61	4	2	28

Comparison of Impacts to Prior Year, by Neighborhood

Residents of Downtown Juneau/Thane, Douglas/West Juneau and Salmon Creek/Lemon Creek/Switzer Creek were more likely to report increased tourism impacts than Valley residents.

- Salmon Creek/Lemon Creek/Switzer Creek residents noticed the greatest increase (42 percent) in bus/taxi congestion downtown.
- An increase in crowd levels was noticed by Downtown/Thane residents (42 percent) and Douglas/West Juneau residents (38 percent).

Comparing this past summer to the summer of 2005, did you notice if the following impacts were very reduced, somewhat reduced, unchanged, somewhat increased or very increased for...

Percentage responding “somewhat increased” or “very increased”

	Downtown/ Thane n=68	Douglas/ W. Juneau n=55	Salmon, Lemon, Switzer Creek n=63	East Mendenhall Valley n=179	North Douglas n=29	W. Mend’hall Valley/ Out the road n=113
Bus/taxi congestion d'town	37%	37%	42%	33%	29%	27%
Crowd levels	42	38	34	32	35	28
Guided groups of visitors on trails	30	24	33	26	28	28
Helicopter noise	12	12	20	17	22	22
Busses/taxis in neighborhoods	17	22	25	19	23	16
Smoke emissions from cruise ships	12	14	13	10	18	9
Floatplane noise	14	9	13	7	10	11
Cruise ship noise	11	7	11	4	7	4

Comparison of Impacts Over Past Five Years

Two thirds of Juneau residents believe that overall tourism-related impacts have increased over the past five years.

- In 2006, 67 percent of residents thought that impacts had increased, compared to 75 percent in 2002.
- Respondents over age 55 (77 percent), downtown residents (77 percent), and those who work in tourism (77 percent), were more likely to report increased impacts.

Over the past five years, do you think overall tourism-related impacts have increased, decreased or remained the same?

	2006	2002
Increased	67%	75%
Decreased	4	4
Remained the same	21	17
Don't know/new resident	7	4

Tourism Best Management Practices Program

More residents were aware of the Tourism Best Management Practices program in 2006 than in 2002. Of those who are aware of the program, three quarters believed it had some effectiveness.

- One half of residents age 35-54 were aware of the TBMP program.
- Households with members employed in tourism were more likely than other households to be aware of the TBMP program (55 versus 39 percent).
- Awareness of the TBMP program was highest among residents of North Douglas (58 percent), West Mendenhall/Out the road (51 percent), and Douglas/West Juneau (49 percent).
- One-third of East Mendenhall Valley residents were aware of the TBMP program.

The Tourism Best Management Practices program is intended to reduce impacts on neighborhoods. Are you aware of this program?

	2006	2002	1998
No, I am not aware of the program	57%	75%	53%
Yes, I am aware of the program	43	23	46
<i>If aware, how effective have voluntary measures have been in managing tourism impacts?</i>			
Very effective	12%	13%	-
Effective	20	20	-
Somewhat effective	43	50	-
Not at all effective	12	10	-
Not sure	13	6	-

Low awareness in 2002 was likely related to the program name change from "Voluntary Compliance Program" that year.

Almost all Juneau residents who were aware of the Tourism Best Management Practices program were also aware of the TBMP crossing guards program. Respondents had less awareness of other TBMP programs.

- The crossing guard program had the highest level of awareness (92 percent) among those familiar with TBMP.
- The TBMP website was the least recognized element of the program (29 percent).

Please tell me if you are aware of each of the following Tourism Best Management Practices program activities...

(Base=those who are aware of the Tourism Best Management Practices program).

	Aware	Not Aware	Don't know/refused
TBMP hotline	36%	62%	3%
TBMP website	29	69	3
TBMP spring public meetings	42	54	4
Crossing guards	92	7	1

If residents were aware of the TBMP program element, they were asked a follow-up question about its effectiveness.

- The crossing guard program was rated as “very effective” by 42 percent of those who responded.
- Nearly 40 percent of respondents were unsure of the effectiveness of other TBMP program elements.

How effective is/are each of the following Tourism Best Management Practices program activities...

(Base=those who are aware of the specific Tourism Best Management Practices element).

	Very Effective	Effective	Not Effective	Not at all Effective	DK/Ref
TBMP hotline	12%	27%	17%	7%	37%
TBMP website	4	45	9	4	38
TBMP spring public meetings	8	33	11	10	39
Crossing guards	42	44	4	3	7

City and Borough Management of Tourism Impacts

Forty-seven percent of Juneau residents said the City and Borough is not doing enough to manage the impacts of tourism, while 45 percent believed it is doing the “right amount” or “more than enough.”

- Those who feel the CBJ is “not doing enough” declined from 52 percent in 2002 to 47 percent in 2006.
- The percent of those who think the CBJ is doing “more than enough” to manage tourism impacts increased from 6 percent in 2002 to 9 percent in 2006.
- Downtown Juneau/Thane residents were most likely to think that the CBJ is not doing enough (58 percent) followed by North Douglas (51 percent) and Douglas (49 percent).

Do you think the City and Borough of Juneau is doing more than enough, not enough, or just the right amount to manage the impacts of tourism?

	2006	2002
Not enough	47%	52%
Just the right amount	36	34
More than enough	9	6
Don't know	8	7

Future Tourism Activity Levels

When asked if various visitor activities could be increased, maintained, or decreased, approximately half of all residents favored maintaining activities at their current level.

- Residents were most supportive of potential increases in charter sportfishing and day boat tours.
- Four out of ten residents felt that downtown bus/van/ cab and pedestrian traffic could be decreased.
- Residents expressed the most significant opinion changes for floatplane flightseeing. The percentage of residents that felt floatplane activity could be increased changed from 22 percent in 2002 to 26 percent. The percentage of residents that felt it could be decreased dropped from 14 percent to 8 percent.

In terms of impacts on the community, which of the following tourist activities do you feel could be increased, decreased, or maintained at current levels?

	Could Be Increased	Could Be Maintained	Could Be Decreased	Don't Know
Charter fishing tours	37%	42%	12%	9%
Day boat tours	36	49	8	7
Hiking and trail excursions	31	44	14	11
Whale watching tours	30	47	18	6
Floatplane flightseeing	26	58	8	8
Valley tour bus traffic	23	52	17	8
Helicopter flightseeing	20	56	19	5
Downtown pedestrian traffic	14	45	37	4
Downtown bus/van/cab traffic	12	44	38	5

Future Tourism Activity Levels, by Neighborhood

Charter fishing tours and day boat tours were most likely to be favored for increases by a majority of neighborhoods.

- Salmon/Lemon/Switzer creek residents were more likely to favor increases in hiking and trail excursions and whale watching.
- One-half of North Douglas residents felt that day boat tours could be increased.

In terms of impacts on the community, which of the following tourist activities do you feel could be increased, decreased, or maintained at current levels?

Percentage responding “increased”

	Downtown/ Thane n=68	Douglas/ W. Juneau n=55	Salmon, Lemon, Switzer Creek n=63	East Mendenhall Valley n=179	North Douglas n=29	W. Mend’hall Valley/ Out the road n=113
Charter fishing tours	30%	36%	39%	41%	42%	33%
Day boat tours	24	39	46	38	51	32
Hiking and trail excursions	18	33	43	38	33	23
Whale watching tours	20	31	40	32	39	23
Floatplane flightseeing	18	22	29	32	31	18
Valley tour bus traffic	19	28	27	25	22	17
Helicopter flightseeing	10	15	21	28	13	19
Downtown pedestrian traffic	9	14	19	17	16	10
Downtown bus/ van/cab traffic	6	8	23	14	13	9

Downtown Juneau/Thane and Douglas residents felt most strongly about decreases in downtown vehicle and pedestrian traffic.

- Approximately one-half of Downtown Juneau/Thane and Douglas/West Juneau residents felt that bus/van/cab and pedestrian traffic could be decreased. These neighborhoods also reported the highest levels of “affected” and “very affected” by the impacts of foot traffic congestion and vehicle congestion.
- West Mendenhall/out the road residents were also likely to favor decreases in downtown pedestrian (34 percent) and bus/van/ cab traffic (42 percent).
- Four of ten East Mendenhall Valley residents favor a decrease in downtown pedestrian traffic and 29 percent favor a decrease in downtown bus/van/cab traffic.
- North Douglas residents felt most strongly about decreasing downtown bus/van/cab traffic (40 percent).
- Downtown Juneau/Thane (26 percent) and West Mendenhall Valley residents (21 percent) were the most likely to favor a decrease in helicopter flightseeing.

In terms of impacts on the community, which of the following tourist activities do you feel could be increased, decreased, or maintained at current levels?

Percentage responding “decreased”

	Downtown/ Thane n=68	Douglas/ W. Juneau n=55	Salmon, Lemon, Switzer Creek n=63	East Mendenhall Valley n=179	North Douglas n=29	W. Mend’hall Valley/ Out the road n=113
Charter fishing tours	12%	14%	9%	12%	11%	15%
Day boat tours	4	1	2	7	14	15
Hiking and trail excursions	20	20	5	14	7	15
Whale watching tours	20	19	7	15	20	24
Floatplane flightseeing	17	11	5	4	7	10
Valley tour bus traffic	19	18	21	16	22	15
Helicopter flightseeing	26	14	12	14	21	27
Downtown pedestrian traffic	49	48	28	37	21	34
Downtown bus/van/cab traffic	48	56	29	29	40	42

Resident Perception of Tourism Industry Contribution

As in 2002, four out of ten residents felt that the tourism industry paid its “fair share” for services used by visitors.

- Downtown Juneau/Thane residents were most likely to feel that the tourism industry paid less than its fair share for services (54 percent).
- Residents living in Douglas/West Juneau (53 percent), North Douglas (46 percent), and East Mendenhall (46 percent) were the most likely to feel that the tourism industry paid fairly for visitor services.

*Presently, in terms of services used by visitors,
do you feel the tourism industry pays...?*

	2006	2002	1998	1995
More than its fair share	6%	6%	7%	6%
Its fair share	42	42	41	39
Less than its fair share	37	36	33	28
Don't know	15	14	19	27

Future Cruise Passenger Traffic

Nearly half of Juneau residents wanted to see the number of cruise ship passengers remain the same as in 2006.

- The percentage of residents who supported an increase in the number of cruise ship passengers grew slightly from 29 percent in 2002 to 32 percent in 2006.
- Downtown Juneau/Thane residents (32 percent) were the most likely to desire a decrease in the number of cruise ship passengers.
- North Douglas (38 percent), East Mendenhall Valley (37 percent), and Salmon/Lemon/Switzer Creek residents (36 percent), were more likely to support an increase in the number of cruise ship passengers.

In the future, would you like to see the number of cruise ship passengers to Juneau increase, decrease, or remain the same as in 2006/2002?

	2006	2002
Major increase	13%	12%
Minor increase	19	17
Remain the same	47	46
Minor decrease	9	11
Major decrease	9	9
Don't know	3	4

Preferred Number of Cruise Ships

When asked for the optimal daily number of cruise ships, the leading response was five ships.

- The average daily number of ships favored by Juneau residents was 4.2, comparable to 2002 survey results.
- Residents of Salmon Creek/Lemon Creek/Switzer Creek suggested the highest daily average (4.5), followed by East Mendenhall Valley residents (4.4 ships per day).
- Downtown Juneau/Thane residents suggested the lowest optimal number of ships per day (average of 3.8 ships).

In your opinion, what is the optimal number of large cruise ships to visit Juneau, during the summer, on any given day?

	2006
None	<1%
One	2
Two	8
Three	22
Four	21
Five	23
Six	7
Seven	3
Eight	2
Nine	0
Ten	1
Average	4.2
Don't know	9
Refused	2

Infrastructure Improvement

More than one-half of Juneau residents said that improved downtown infrastructure would make them more supportive of an increase in cruise ship passengers.

- The percentage of residents who said improved infrastructure would increase their support for more cruise passengers increased from 48 percent in 2002 to 53 percent in 2006.
- Residents of North Douglas (60 percent), Salmon Creek/ Lemon Creek/ Switzer Creek (57 percent) and East Mendenhall Valley (56 percent), were more likely to support an increase in the number of cruise ship passengers if downtown infrastructure were improved.
- Douglas (50 percent) and Downtown Juneau/Thane residents (49 percent) were the least likely to support an increase in cruise ship passengers if there were improvements to downtown infrastructure.

If the downtown infrastructure were improved, such as wider sidewalks or a seawalk, would you be more supportive of an increase in the number of cruise ship passengers to Juneau?

	2006	2002
Yes	53%	48%
No	41	46
Don't know	6	5

RESPONDENT CHARACTERISTICS

Survey results generally corresponded to Juneau's population distribution, with the largest percentage residing in East Mendenhall Valley, followed by West Mendenhall Valley/Brotherhood Bridge/Out the road. Respondents most commonly worked in the Downtown Juneau/Thane area, while 19 percent were not employed or were retired.

In which areas of the city and borough do you live and in which area do you work?

	Live	Work
East Mendenhall Valley	35%	9%
West Mendenhall Valley/ Brotherhood Bridge/Out the road	22	17
Downtown/Thane	13	33
Salmon Creek/Lemon Creek/Switzer Creek	12	12
Douglas/West Juneau	11	2
North Douglas	6	<1
Work Borough-wide		8
Not employed/retired		19

The most common employer was state government followed by employment in professional services, education, construction, and federal government.

What are the primary jobs in your household?

	2006
State government	26%
Professional services	12
Education	11
Construction/trades/crafts	11
Federal government	10
Retail trade	9
Health care	8
Services	7
Local government	6
Transportation	5
Fishing, fish processing	3
Communication/utilities	3
Finance/insurance/real estate	2
Mining industry	2
Wholesale trade	2
Timber harvesting and related services	<1
Retired	14
Homemaker/student	4
Unemployed	2

Twenty-three percent of respondents reported that at least one household member had worked in the tourism industry in the last two years. The average number of tourism employees in these households was 1.4 (the same average number as in 2002).

Have you or any members of your household been employed in the Juneau tourism industry at any time during the past two years? If so, how many?

	2006	2002
Yes	23%	21%
No	77	78
Average # of household members employed in tourism	1.4 people	1.4 people

Survey results were weighed to accurately reflect the age distribution of residents. Respondents age 18-34 were the most likely (average of 2) to have multiple members of their household employed in tourism.

Age of Respondents

	2006
18 to 24 years	8%
25 to 34 years	20
35 to 44 years	27
45 to 54 years	26
55 to 64 years	11
65 years and over	9

Survey results were weighed to accurately reflect the community gender distribution.

Gender of Respondents

Male	50.4%
Female	49.6%

Juneau Tourism Community Opinion Survey 2006

Phone # _____

Survey # _____

Interviewer Name _____

Date _____

Hello, this is _____ with the McDowell Group, an Alaska research firm. We are conducting a tourism study for the City and Borough of Juneau and would like to ask your opinions about tourism.

1. FIRST, please stop me at the category that best describes your age group? -- is it . . .

- | | |
|---|--|
| 1 <input type="checkbox"/> Under 18 Years of Age (ask for adult, if none, end survey) | 6 <input type="checkbox"/> 55 - 64 Years |
| 2 <input type="checkbox"/> 18 - 24 Years | 7 <input type="checkbox"/> Over 65 Years |
| 3 <input type="checkbox"/> 25 - 34 Years | 9 <input type="checkbox"/> Refused |
| 4 <input type="checkbox"/> 35 - 44 Years | |
| 5 <input type="checkbox"/> 45 - 54 Years | |

Perception of Impacts on Household and Community in General

2. Considering the costs and benefits of tourism, do you feel that the current level of tourism in Juneau has a positive impact, negative impact, both negative and positive impacts, or no impact at all on your HOUSEHOLD?

- | | |
|--|---|
| 1 <input type="checkbox"/> Positive impact (skip to Q 3) | 4 <input type="checkbox"/> No impact at all (skip to Q 3) |
| 2 <input type="checkbox"/> Negative impact (skip to Q 3) | 8 <input type="checkbox"/> Don't know (skip to Q 3) |
| 3 <input type="checkbox"/> BOTH (go to 2a) | 9 <input type="checkbox"/> Refused (skip to Q 3) |

2a. Do you feel that the costs outweigh the benefits or do the benefits outweigh the costs? (Example of cost is "overcrowding downtown". Example of benefit is "sales tax revenue to the City of Juneau".)

- | | |
|--|---------------------------------------|
| 1 <input type="checkbox"/> Costs outweigh benefits | 8 <input type="checkbox"/> Don't know |
| 2 <input type="checkbox"/> Benefits outweigh costs | 9 <input type="checkbox"/> Refused |
| 3 <input type="checkbox"/> Neutral | |

3. Presently, in terms of services used by visitors, do you feel the tourism industry pays . . . (Read choices 1 – 3)

- | | |
|---|---------------------------------------|
| 1 <input type="checkbox"/> More than its fair share (for services) | 8 <input type="checkbox"/> Don't know |
| 2 <input type="checkbox"/> Its fair share (for services) | 9 <input type="checkbox"/> Refused |
| 3 <input type="checkbox"/> Less than its fair share (for services) | |

Tourism Best Management Practices

4. For each of the following tourism-related impacts, would you say your household is very affected, affected, somewhat affected or not at all affected?

	Not at all Affected	Somewhat Affected	Affected	Very Affected	Don't Know	Refused
a. Vehicle congestion	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
b. Foot traffic congestion	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
c. Airplane noise	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
d. Helicopter noise	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
e. Watercraft noise	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>

5. Comparing this past summer to the summer of 2005, did you notice if the following impacts were very reduced, somewhat reduced, unchanged, somewhat increased or very increased for each of the following?

	Very Reduced	Somewhat Reduced	No Change	Somewhat Increased	Very Increased	Don't Know/ Didn't Notice	Refused
a. Buses & taxis in neighborhoods	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
b. Bus & taxi congestion downtown	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
c. Float plane noise	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
d. Helicopter noise	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
e. Crowd levels	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
f. Smoke emissions from cruise ships	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
g. Cruise ship noise	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
h. Guided groups of visitors on trails	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	5 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>

6. Over the past five years, do you think overall tourism related impacts have increased, decreased or remained the same?

- 1 ☐ Increased
2 ☐ Decreased
3 ☐ Remained the same
8 ☐ Don't know
9 ☐ Refused

7. The Tourism Best Management Practices program is intended to reduce impacts on neighborhoods. Are you aware of the TBMP program?

- 2 ☐ No —————> *Continue to #8*
3 ☐ Don't know/refused ————— *Continue to #7A*
1 ☐ Yes ————— *Continue to #7A*

- 7a. Please tell me if you are aware of each of the following Tourism Best Management Practices activities?

	Aware	Not Aware	Refused/DK	(If aware) 7b. How effective is/are the.....				
				Very Effective	Effective	Not Effective	Not at all Effective	Refused/ DK
TBMP hotline	1 <input type="checkbox"/>	2 <input type="checkbox"/>	9 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	9 <input type="checkbox"/>
TBMP Website	1 <input type="checkbox"/>	2 <input type="checkbox"/>	9 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	9 <input type="checkbox"/>
TBMP spring public meetings	1 <input type="checkbox"/>	2 <input type="checkbox"/>	9 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	9 <input type="checkbox"/>
Crossing guards	1 <input type="checkbox"/>	2 <input type="checkbox"/>	9 <input type="checkbox"/>	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	4 <input type="checkbox"/>	9 <input type="checkbox"/>

- 7c. How effective do you believe voluntary measures have been in managing tourism impacts? (Read 1-4)

- 1 ☐ Very effective
2 ☐ Effective
3 ☐ Somewhat effective
4 ☐ Not at all effective
8 ☐ Don't know
9 ☐ Refused

Recommendations for Future Planning

8. In the future, would you like to see the number of cruise ship passengers to Juneau increase, decrease, or remain the same as the summer of 2006? (Prompt for Major or Minor)

- 1 ☐ Major Increase
2 ☐ Minor Increase
3 ☐ Remain the same
4 ☐ Major Decrease
5 ☐ Minor Decrease
8 ☐ Don't know
9 ☐ Refused

9. In your opinion, considering both the benefits and impacts of cruise tourism, what is the optimal number of large cruise ships to visit Juneau, during the summer, on any given day? (*Ships over 500 passengers are considered large ships.*) # _____
8 ☐ Don't know 9 ☐ Refused

10. If the downtown infrastructure were improved, such as wider sidewalks or a sea-walk, would you be more supportive of an increase in the number of cruise ship passengers to Juneau?

- 1 ☐ Yes 2 ☐ No 8 ☐ Don't know

11. In terms of impact on the community, which of the following tourist activities do you feel could be increased, decreased or maintained at current levels . . .

	Could be Decreased	Could be Maintained	Could be Increased	Don't Know	Refused
a. Downtown pedestrian traffic	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
b. Downtown bus, van and cab traffic	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
c. Helicopter flightseeing	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
d. Floatplane flightseeing	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
e. Charter fishing tours	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
f. Valley tour bus traffic	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
g. Hiking & trail excursions	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
h. Day boat tours (Wildlife viewing, Tracy Arm)	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>
i. Whale watching tours	1 <input type="checkbox"/>	2 <input type="checkbox"/>	3 <input type="checkbox"/>	8 <input type="checkbox"/>	9 <input type="checkbox"/>

12. Do you think the City and Borough of Juneau is doing more than enough, not enough, or just the right amount to manage the impacts of tourism?

- 1 ☐ More than enough
2 ☐ Not enough
3 ☐ Just the right amount
- 8 ☐ Don't know
9 ☐ Refused

13. In which area of the City and Borough do you live?

- | | | | |
|---|--|---|---|
| 1 | Juneau Downtown/Thane | 4 | East Mendenhall Valley |
| 2 | Douglas/West Juneau | 5 | North Douglas |
| 3 | Salmon Creek/Lemon Creek/Switzer Creek | 6 | West Mendenhall Valley-Brotherhood Bridge and OTR |

14. In which area of the City and Borough do you work?

- 1 ☐ Juneau Downtown/Thane
2 ☐ Douglas/West Juneau
3 ☐ Salmon Creek/Lemon Creek/Switzer Creek
4 ☐ East Mendenhall Valley
5 ☐ North Douglas
6 ☐ West Mendenhall Valley-Brotherhood Bridge and OTR
7 ☐ Borough wide
8 ☐ Not Employed/Retired, Etc.
9 ☐ Refused

15. What are the jobs of the *primary* wage earners in your household? (Enter # of people in household in each position)

- | | | | |
|-----------------------------------|---|-----------------------------------|---------------------------------|
| 01 <input type="checkbox"/> _____ | State government | 12 <input type="checkbox"/> _____ | Communication, utilities |
| 02 <input type="checkbox"/> _____ | Federal government (military) | 13 <input type="checkbox"/> _____ | Wholesale trade |
| 03 <input type="checkbox"/> _____ | Local (CBJ) government (police, city employees) | 14 <input type="checkbox"/> _____ | Finance, insurance, real estate |
| 04 <input type="checkbox"/> _____ | Education (UAS, School District, Teachers) | 15 <input type="checkbox"/> _____ | Services |
| 05 <input type="checkbox"/> _____ | Healthcare (Bartlett Hospital, SEARHC, Doctors, Dentists, Nurses) | 16 <input type="checkbox"/> _____ | Transportation |
| 06 <input type="checkbox"/> _____ | Retail trade (clothes stores, supermarkets, etc.) | 17 <input type="checkbox"/> _____ | Retired |
| 07 <input type="checkbox"/> _____ | Construction, trades, crafts, printers (blue collar) | 18 <input type="checkbox"/> _____ | Homemaker, student |
| 08 <input type="checkbox"/> _____ | Timber harvesting and related services | 19 <input type="checkbox"/> _____ | Unemployed |
| 09 <input type="checkbox"/> _____ | Professional services (lawyer, clergy, engineer, architect, consultant) | 20 <input type="checkbox"/> _____ | Disabled |
| 10 <input type="checkbox"/> _____ | Fishing, fish processing | 21 <input type="checkbox"/> _____ | Other _____ |
| 11 <input type="checkbox"/> _____ | Mining industry | 99 <input type="checkbox"/> _____ | Refused |

16. Have you or any members of your household been employed in the Juneau tourism industry at any time during the past two years?

- 1 ☐ Yes —————→ **16a. If Yes, how many people? #** _____
2 ☐ No
8 ☐ Don't know

Thank you for participating in this important project!

17. Record gender (Don't ask) 1 ☐ Male 2 ☐ Female 8 ☐ Don't know



MEMORANDUM

DATE: April 27, 2020

TO: Visitor Industry Task Force

FROM: Staff

SUBJECT: DRAFT Taskforce Recommendations

Note to the Visitor Industry Task Force

These Draft Recommendations are based on the Task Force discussions and written comments received. The goal of this draft is to encompass the key points that the Visitor Industry Task Force (VITF) may wish to forward to the CBJ Assembly.

Visitor Industry Task Force

The Visitor Industry Taskforce held a number of public meetings between October of 2019 and February of 2020 to advise the CBJ Assembly and advance community thinking on a range of visitor industry topics.

The VITF took public testimony on January 11, 2020 and February 1, 2020 and received 43 spoken comments and 156 written comments. The testimony reflected a diverse range of viewpoints in the community and generally provided nuanced views of the benefits and impacts of tourism.

The relationship between CBJ and the visitor industry has evolved over the past two decades. Through investments in infrastructure, management tools, and in programs like Tourism Best Management Practices (TBMP), Juneau has effectively managed tourism growth. While CBJ and the visitor industry should be proud of the success of their efforts, we have reached a point where we need to work together to develop proactive tools and strategies for tourism management over the coming years.

The VITF recognizes the work done by the community and CBJ in early 2000's that resulted in the Tourism Management Plan and the subsequent Resolution 2170. Many of the findings and recommendations in the report are still applicable today and should be considered along with this report. The vision established in the Resolution continues to guide the efforts of this committee and should guide future policy decisions:

CBJ seeks a healthy and vibrant tourism sector generating business opportunities and employment for Juneau citizens, protecting Juneau's heritage and cultural values and its natural resources, and making a positive contribution to the community's quality of life.

The VITF met during the winter and spring of 2019 and 2020 in anticipation of establishing some short-term actions for the 2020 cruise season. The task force had nearly completed its report when industry impacts and public health mandates related to COVID-19 derailed the process. This submission represents the VITF's work to date. The group may reconvene in fall of 2020 or later to discuss changes to the industry and planning for the 2021 cruise season.

Visitor Industry Task Force Report To the City & Borough of Juneau Assembly March 2020

1. Mayor's charge: Regarding Management of the Visitor Industry

1a) Is the current approach to managing the visitor industry adequate to make Juneau an attractive place to live and visit?

Since 1988, CBJ has managed tourism through plans, studies, committees, task forces, and legislation. Within the context of a growing visitor industry, the current approach needs to be evaluated, revised and reorganized. In the past, CBJ has been too reactive when issues arise. Moving forward, CBJ, the visitor industry, and the community should proactively and collaboratively plan and act to ensure Juneau remains an attractive place to live and visit.

There are numerous CBJ planning efforts underway or contemplated that would affect tourism management, opportunity and efficiency. Additionally, there are infrastructure projects that contribute to management of tourism discussed in section 1b. Listed below are CBJ planning efforts related to tourism or that have a close connection to tourism as they are located in the downtown area. Efforts that may be funded by Marine Passenger Fees are designated with an asterisk.

1. Eaglecrest Summer Development Plan
2. CBJ grant to Whale SENSE Program*
3. Blueprint Downtown
4. Housing issues downtown
5. Waterfront Museum*
6. Small vessel docking study*
7. Issues identified in the Manager's recommended Passenger Fee Memo to the CBJ Assembly*
 - a. Juneau Cruise Passenger Survey
 - b. Cruise Passenger Transportation Study/Planning

The current management approach is realized through a mix of industry best management practices, agency permits and operations, and services provided by non-profits through grants and infrastructure planning. Compliance with visitor industry regulations and best practices is voluntary at times and mandatory under federal, state, or local statute or regulation. CBJ Resolution 2170, adopted in 2002, outlines tourism industry related policies and guiding ideas that are still relevant to the community. However, the resolution has not been used consistently as a guiding tool.

CBJ does not manage tourism through a single entity or under one section of code; various CBJ Departments manage areas used by tourists and tour operators. Those management activities include:

1. Dock Scheduling – Cruise Lines Agencies of Alaska (CLAA) schedules ships into Juneau and assigns the use of CBJ's Alaska Steamship Dock and Cruise Ship Terminal, as well as the lightering float used

by ships at anchor. CBJ has no contractual relationship with CLAA or member lines governing the use of these facilities.

2. Docks & Harbors Waterfront Management
 - a. Commercial Use Permitting of Docks and Harbors
 - b. Dock Maintenance
 - c. Seawalk Maintenance
3. Docks & Harbors / CBJ Assembly
 - a. Tidelands management
4. Parks & Recreation Management
 - a. Commercial Use Permitting of Parklands and Facilities
 - b. Seawalk Maintenance
 - c. Parks Management and Maintenance
5. Community Development Department Land Use Permits (including Planning Commission reviews)
6. Engineering/Public Works Right-of-Way Management
7. DOT Management of South Franklin Street – The roadway from Main Street to the Rock Dump is owned and managed by State DOT (Marine Way and South Franklin Street). However, for over 30 years, CBJ has taken the lead on roadway improvements.
8. Tourism Best Management Practices (TBMP) – Annual funding provided by CBJ from Marine Passenger Fees; the program is operated voluntarily by tourism operators and also manages the crossing guard program which is funded by Marine Passenger Fees.

Recommendations

1. CBJ should establish a centralized tourism management function funded by CBJ with full-time staff to guide implementation of the 2002 Tourism Management Plan (TMP) where applicable. The TMP provides an example of how this could function.
2. CBJ should determine community goals (emissions, shore power, congestion mitigation, etc.) and develop and implement an action plan to achieve these goals.
 - a. Complete the Blueprint Downtown sub-area plan and address land use and zoning, as well as incentivizing local business development in the downtown core.
3. The TBMP program should be augmented and supported by CBJ. TBMP remains an industry driven and operated program. As an industry program, peer and industry pressure achieves compliance that would be difficult to obtain under a regulatory regime.
4. CBJ should adopt ordinances and regulations to establish consistent management of commercial tour use on all lands, including parks, docks and harbors, right-of-ways, and other lands owned by the CBJ. Management considerations should include:

- a. Continue to charge fees to fund required services and mitigate impacts. Review and revise fee schedule to ensure fees are appropriate.
 - b. Consider whether there should be commercial tour permitting on city streets and sidewalks for commercial tours such as guided hikes or guided micromobility tours; and if so, regulations should be developed in the same way that CBJ regulates parks and trails, to determine impacts, including days, times and capacity.
 - c. Limit Parks & Recreation commercial use permits to determine facility capacity and impacts (including hours and days). This may include some areas with higher visitation and some areas with lower or no visitation.
 - d. Require all tourism operators receiving Commercial Use Permits to be active members in good standing of TBMP and comply with TBMP guidelines, and where applicable, also be active members in good standing with WhaleSENSE and comply with WhaleSENSE guidelines.
 - e. Work with related agencies and partners, such as NOAA, on reducing speed and wakes from whale watching vessels in Statter Harbor, Auke Bay and other impacted areas.
 - f. Consider researching and implementing a permitting system for whale watching operators.
 - g. Recognize operators participating in the Alaska Travel Industry Association (ATIA), program “Adventure Green Alaska”, to encourage sustainability practices.
 - h. Incentivize operators to adopt environmental best management practices through local award programs, such as a Juneau Commission on Sustainability award.
 - i. Recommend operators/cruise lines adopt Travel Juneau “Juneau Pledge” and ATIA “Alaska” pledge. Cruise lines may also create their own “Alaska” pledge through CLIA (a creative method to encourage guests from around the world to embrace community respect and positive visitor behavior).
5. CBJ should require Cruise Lines International Association (CLIA) member cruise lines to operate in the following manner:
- a. In 2020 and going forward, minimize cruise ship waste in the landfill and prohibit ships from off-loading furniture, bedding, pillows, mattresses, electronics and other similar bulky items as garbage into the Juneau landfill. Coordinate with the landfill, CLIA and CLAA to implement this recommendation and as CLAA receives notifications and picks up the offloads, ask them to assist with not accepting these items. By 2021, consider prohibiting any cruise ship waste offloads into the landfill.
 - b. Maximize use of shore power by all cruise lines by requiring CLAA to assign shore power configured ships to electrified docks once additional shore power infrastructure is in place.
 - c. Limit water usage by ships in periods of drought.
 - d. Turn off large LED screens while in port in coordination with CLIA and TBMP
 - e. Maximize “localism”
 - i. Encourage cruise lines to maximize partnerships with locally owned businesses.
 - ii. Continue to support and direct cruise ship passengers to local businesses.
 - f. Coordinate with CLIA and CLAA on ship scheduling and berthing to minimize congestion at all docks. These recommendations should be implemented over the next three years based on feasibility and need. In 2020, strategically assign ships based on size with the goal of reducing traffic congestion downtown

- i. In 2020 and going forward, work with CLAA and CLIA to provide more transparency and visibility for schedules and projected passenger counts, two years in advance or upon creation.
 - ii. In 2020 and going forward, should a ship wish to call in Juneau at CBJ operated facilities on a day other than what was originally scheduled due to weather or other factors, CLAA should review this request with CBJ prior to confirming this call in order to evaluate how the change affects congestion and other impacts to the community.
 - iii. In 2021, stagger arrival times of ships by 30 minutes.
 - iv. In 2022 if the NCL berth is operational as the fifth dock, prohibit hot berthing as a scheduled practice.
- 6. CBJ should clearly establish guidelines and goals for the scheduling/assigning of **municipal** docks. These recommendations should be implemented over the next three years based on feasibility and need.
 - a. In 2020 and going forward, prohibit docking or anchoring of passenger cruise ships of any size in Auke Bay, specifically Statter Harbor, except for emergency purposes.
 - b. In 2020 and going forward, work with CLAA and CLIA to provide more transparency and visibility for schedules and projected passenger counts, two years in advance or upon creation.
 - c. In 2021, stagger arrival times of ships by 30 minutes.
 - d. In 2022 if the NCL berth is operational as the fifth dock, prohibit hot berthing as a scheduled practice.
 - e. Prioritize berthing for shore power configured ships once additional shore power infrastructure is in place.
- 7. Incentivize Juneau as a turn port for smaller ships.
- 8. Juneau should establish a marketing identity through their destination marketing organization, Travel Juneau. Integrate this marketing identity across the community (conceptual draft – Juneau is proud of its cultural heritage, support of the arts, love of the natural environment, and finds its identity as an ocean and mountain town).

1b) Is the approach adequate within the existing dock infrastructure and within other foreseeable public or private infrastructure projects for the growth anticipated?

The current management approach within the existing and foreseeable infrastructure projects is not adequate. Many of the current projects address important issues, but the approach needs to be consistently coordinated among city, state, and federal partners. Additional work should be continued to mitigate current impacts and anticipate future impacts.

Numerous upgrades to downtown infrastructure are underway and some may be impacted by reduced Marine Passenger Fee revenue. These projects increase Juneau's ability to host large numbers of visitors. The upgrades, with completion dates, include:

1. Egan Drive improvements (2020) – ADOT reconstruction of Egan Drive from Main Street to 10th Street.
2. Small bus staging at the Archipelago area (2022) – Deckover of tideland area close to the Marine Parking Garage to provide space for passenger bus loading.
3. Open space at the Archipelago area (2022) – Private project adjacent to the Marine Parking Garage to develop commercial and open space on the waterfront.
4. Sidewalk stanchions (2020 - 2022) – Continue installing barriers at the edge of sidewalk along S. Franklin Street to separate pedestrians and vehicles.
5. Warner's Wharf Alley Improvements (2020-2021) – Safety and pedestrian improvements to the Seawalk access on Warner's Wharf, adjacent to Pier 49.
6. Dock Electrification planning (ongoing).
7. Seawalk Infill at Marine Park (2021) – Install Seawalk decking over the area where the lightering ramp and float was removed. This will extend the Seawalk to connect to Marine Park.
8. Seawalk expansion South to AJ Dock planning (ongoing).
9. Marine Park Upgrades (2023) – Park reconstruction project to improve pedestrian flow and user amenities on the waterfront.
10. Marine Way Seward Street Crosswalk (2021) – Evaluate location of crosswalk and utility of left turning movement at Seward Street.
11. Cruise Ship Real Time Wastewater Monitoring (2021) - Install instrumentation and control systems to track strength and flow rate of discharges to allow for efficient plant management.
12. Franklin Dock Floating Berth (2021) – Private project evaluating replacing the current cruise ship dock with a floating berth.

Recommendations

1. Additional infrastructure development should be considered in the downtown area to accommodate current volumes and potential growth. Continued efforts to move people and vehicles through downtown efficiently and safely are necessary.
 - a. Traffic congestion on S. Franklin is a critical infrastructure issue that needs to continue to be addressed through planning, design, and construction to separate pedestrian and vehicular flow. CBJ and DOT should coordinate to accomplish this work. Considerations should include:
 - i. Maximize right-of-way space for pedestrians.
 - ii. Minimize required stops for vehicles.
 - iii. Extension of pedestrian stanchions.
 - iv. Minimize and consolidate turning movements.
 - v. Focus pedestrian flow to crosswalks and desired destinations.
 - vi. Improve pedestrian flow by creating better access between Seawalk and S. Franklin Street.
 - vii. Consider staging areas outside of downtown for cargo deliveries and incentivize companies to deliver outside of times when cruise ships are in port.
 - viii. Encourage and incentivize electrification of tourism vehicles.

2. Research and develop efforts to move people on and off the right-of-way, including circulators, electric ferries, Seawalk extension, connections between S. Franklin Street with the Seawalk, and other alternative pedestrian routes.
3. Prioritize dock electrification and continue to work with the electrical utility to monitor electrical capacity available for purchase on either an interruptible or firm basis.
4. Limit expansion of downtown dock infrastructure to allow for no more than one additional larger cruise ship.
5. Wastewater, water, and air quality should continue to be evaluated by the City and State to reduce impacts on the health of the community and environment. Responsible agencies should evaluate and plan to analyze capacity and impacts of increased cruise ship visitation. Air quality should be monitored regularly for adherence to strict standards, including compliance with the Marine Vessel Visible Standards (18 AC 50-.070) and all available and reasonable steps to minimize visible stack emissions while in port should be taken.
6. Plans for infrastructure development including design standards and analysis of growth and impacts should be completed for other areas outside of the downtown waterfront where tourism growth is occurring or could occur, such as Auke Bay and North Douglas (Eaglecrest).
7. Support public and private development ventures that alleviate pressure on existing infrastructure.
8. Ensure recreational facilities such as trails for hiking and biking are developed to maintain Juneau as a top recreational place to live and visit.
9. Recognize the contributions of Native Alaska organizations to the downtown core and support continued growth of cultural tourism and installation of Native Alaska art in public spaces.

2. Mayor's charge: Regarding reviewing and updating the Long Range Waterfront Plan

The Long Range Waterfront Plan (LRWP) has guided CBJ thinking and actions on the development of waterfront infrastructure for the last 15 years. The LRWP was the culmination of a great deal of planning work in the early 2000's. Writing, considering, and adopting the LRWP was very time consuming, and required extensive and sustained public engagement. Updating or re-writing the Plan would be similarly difficult and time intensive.

2a) What are the pros and cons of updating the LRWP?

Pros

1. The LRWP is an infrastructure development plan for the waterfront land between the Juneau - Douglas Bridge and the Little Rock Dump. The extent of tourism reach in Juneau has expanded beyond the downtown waterfront; updated planning could be done in areas outside the scope of the LRWP, including harbors and transportation corridors.
2. Proactive planning instead of a reactive approach is needed on infrastructure and tourism issues.

3. In 2004, the work on the LRWP was a positive step in bringing the community together on tourism issues.

Cons

1. The effort and cost of the LRWP was very high.
2. It is uncertain whether the community has the capacity to focus on a yearlong waterfront planning process.
3. The current plan is still functional and valid for the waterfront area.
4. There are many neighborhood, harbor, and park plans that inform zoning and infrastructure development.

2b) If the LRWP was updated, should it be an infrastructure update or should that update consider other policy or operational issues?

1. The LRWP horizon extends to 2026. Currently, the concept design approaches and recommendations within the plan are still valid and can be used as a foundation for continued development along the downtown waterfront. Approximately 50% of the tasks outlined in the LRWP are complete; progress should continue to complete the remaining viable tasks by 2026.
2. Updates on completed projects along the downtown waterfront should be made and communicated to the public through a conceptual five-year Capital Improvement Program (CIP).
3. Regarding considerations of policy and operational issues, recommendations in Task Force charging question #1 respond to this need.

Recommendations

1. Do not expend the effort necessary to update the LRWP. The CBJ Assembly should maintain focus on better tourism management and rely on the finer detailing from the ongoing Blueprint Downtown planning efforts.
2. Complete development of the Seawalk.

3. Mayor's charge: Regarding the persistent idea of a restriction on the number of visitors

1. Consider and research whether a restriction on the number of visitors arriving in Juneau would be legal, enforceable or practical.
2. If found to be legal and enforceable, advise on the pros and cons of the concept of restricting the number of visitors and whether a restriction strategy might be:
 - a. A concept that would apply to annual/seasonal visitation numbers?
 - b. A concept that would apply to daily visitation numbers?

3. Consider whether changes to ship scheduling (daily arrivals and departures) might address community concerns and impacts.
4. Consider the pros and cons of CBJ becoming involved in dock scheduling.

Legal Considerations

The City Attorney provided the task force with a memo on January 21, 2020 that broadly outlined the numerous legal hurdles that could oppose a legal limitation on the number of cruise ship passengers that visit Juneau.

Practical Considerations

As a practical matter, limitation of cruise ship passenger visitation can be achieved by the following methods:

1. Limit by Infrastructure

Whether or not to lease tidelands for a new dock (or docks) to accommodate larger cruise ships is the most pressing capacity question that Juneau will face in the foreseeable future. The CBJ Assembly should spend a significant amount of time studying this issue. A new dock may or may not supplant the existing anchoring and lightering and may or may not result in significant ship visitation growth. However, that analysis is greatly over simplified.

2. Limits on Ship Scheduling

The revenue bonds that financed the construction of CBJ owned cruise ship docks and lightering float (commonly known as 16B) requires that the debt service not be placed in jeopardy. The bonds are scheduled to be paid off in 2034, but the CBJ can prepay the bonds as early as March 1, 2026. Limitation on dock availability (such as instituting “no ship days” at CBJ facilities) at the municipal docks may cause such jeopardy.

CBJ does not have the authority to limit scheduling/berthing at the two privately owned docks. If, over time, the municipality acquired the private docks, it would eventually have more control of scheduling once the debt incurred in the acquisition was retired. Note, however, that neither private dock is for sale.

To limit ships anchoring and lightering, CBJ could consider limiting availability of its owned lightering docks. However, private lightering options could become available.

Daily or hourly limits could also be considered on the availability of commercial activity on CBJ lands and harbors.

3. Limit by Negotiation

CBJ effectively ended years of litigation with CLIA by negotiating a Memorandum of Agreement that satisfies the needs of Juneau and the industry. A best course of action should include determining community goals and directly negotiating to achieve them.

4. Financial Incentives/Disincentives

Different ship berthing protocols can result in less congestion, but there are barriers to adjustments to the assigned berthing locations. Issues include cruise lines’ historical preference

and the economic disparity between the rates charged at less expensive CBJ facilities and the costlier private berth options.

Recommendations

1. At this time, the CBJ should not pursue a hard numerical “cap” on numbers of visitors because it is legally questionable and logistically impractical. Limitations can be achieved through other measures, including port infrastructure capacity to better manage the impacts of visitors.
2. Request CBJ Law to research how other U.S. communities have instituted a numerical visitor cap and /or other possible methods of limitations.
3. CBJ has traditionally left scheduling of the port and assigning of the City docks to CLAA, but should take a more active role to achieve its management goals. See section 1a of this report for specific recommendations.
4. CBJ should negotiate changes that would promote more efficient ship scheduling, berthing and managing congestion, such as assigning larger capacity ships to the City docks and reducing traffic on South Franklin.
5. By 2023, CBJ should negotiate a formal agreement with the industry to limit the number of ships to five larger ships per day, one ship at each dock or four ships at docks and one at anchor (if the fifth dock is not built or if a fifth ship chooses to anchor instead of dock). This would give the industry time to adjust to recommendations.
6. CBJ should work with cruise lines to attempt to “get the peak out of the week” and balance the numbers of visitors across days of the week. There are more docks being constructed throughout Southeast; CBJ and other Southeast communities should work with the cruise lines to manage visitation throughout the region.
7. CBJ should work with the various agencies including CLAA, CLIA and individual ship lines to discourage or prohibit anchoring and lightering by larger ships if an additional dock is constructed. If a Subport dock is constructed, the CBJ should more thoroughly investigate and completely understand under what circumstances the USCG would remove or restrict the current anchorage.
8. The Visitor Industry Task Force did not reach consensus on the issue of a ship free day or “no ship days” at one CBJ dock per day. One option could be instructing CLAA to cease assigning one of the city docks on certain Saturdays, alternating between Alaska Steamship Dock and Cruise Ship Terminal. Issues discussed included:
 - a. Economic impacts
 - b. Region-wide scheduling considerations
 - c. Inability to control assigning of private docks
 - d. Legal and debt service concerns (16B docks)

4. Mayor's Charge: Considering methods for collecting public opinion

Consider the pros and cons of collecting public opinion through formal surveys, including researching survey costs. Public opinion is always important for the CBJ Assembly to determine and collect; however, asking simple yes/no questions on nuanced issues can be polarizing and can be difficult to get the public to understand all of the details necessary for formation of well-founded policy decisions.

In the 1990's and 2000's, CBJ commissioned a number of surveys of public perceptions on tourism. The 2002 Juneau Tourism Management Plan identifies survey results as the primary indicator for activating "safety valves" – constructing an additional port separate from Juneau, but within the Borough to disperse the CBJ's visitor load. Public surveys can be a useful community engagement tool, because they make it possible to get results from a broader cross section of the community than with other public engagement methods. However, it is important for survey questions to be well designed. It is also important to have a clear understanding of the purpose of the public survey. Such a survey could be focused on general public perception (i.e. "has Juneau reached its capacity for cruise tourism?") or focused on measuring community impacts in specific areas. It would also be important to consider who would use the survey results and for what purpose.

Recommendations

1. Engage a third party contractor to complete a public opinion survey of Juneau residents at the end of the 2021 cruise season.
2. Depending on the utility of a survey, additional surveys should be planned to gauge how management strategies are influencing public perception.
3. Consider collecting data on the effects of hot berthing.

Additional Task Force Discussion Issues

Subport Development/Upcoming Norwegian Cruise Line Dock Proposal

Whether or not to support an upcoming Subport development proposal is a CBJ Assembly decision. The USCG and/or NOAA also have important roles. Future discussions should consider allowing, limiting or prohibiting anchoring in the Juneau Harbor. The use of dynamic positioning navigational systems, which when in use, designate vessels as "underway" vs. "anchor" should also be discussed as this may change the ability of agencies to utilize certain management tools to control the anchorage.

A shift in docking or anchoring of cruise ships may alter spending patterns of passengers and affect the local economy. In addition, a dock at the Subport could leverage other community goals such as:

1. Seawalk
2. Small Boat Harbor
3. Ocean Center

4. Berthing for small cruise ships (The Task Force does not yet have an accepted definition of “smaller ships”)
5. Homeporting of “small ships”
6. Economic and/or Housing Development
7. Pedestrian management such as a walkway crossing over Egan
8. Reducing vehicle congestion on S. Franklin Street

Recommendation

Support a Subport dock if the following conditions are met, recognizing that some of these conditions are beyond NCL or any other developer’s control. However, the Task Force submits these items for Assembly consideration in making policy decisions:

1. One larger ship per day using one side of the facility;
2. Maximum of five larger ships in port per day;
3. No hot berthing at the new facility;
4. No larger ships allowed to anchor as the sixth ship in town. Larger ships may anchor but the number of larger ships in port would still be limited to five (CBJ to consider legal ramifications of limiting size of ships at anchor);
5. High quality uplands development for community and visitors;
6. Year round development orientation;
7. CBJ manages dock to some extent through a public private partnership or management agreement;
8. Dock is electrified.

Cruise Ship Size Discussion

The task force report includes many recommendations related to cruise ship size, especially as related to a potential new NCL dock and anchoring of ships. In the report, the term ‘larger’ cruise ship is used and a specific definition of larger ship is not given for the following reasons:

1. The length of a ship does not necessarily determine the number of passengers.
2. Limiting ships by number of passengers may require additional legal analysis.
3. The concern on ship size is related generally to the amount of impacts it creates in the community on the environment, traffic and congestion, and infrastructure.

The Assembly may have to define a 'larger ship' as it proceeds with tourism management, but this definition will likely include a deeper analysis of impacts, expected fleet of ships, and ongoing and planned infrastructure development. The committee suggests that 'small ships' are those with 500 or fewer passenger capacity. 'Larger' ships are those that exceed these a 500 passenger capacity.