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CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (the "Agreement") is entered into as of the _____ day of June, 2004 by and between the Southeast Alaska Seiners Association, an Alaska non-profit entity ("SEAS") and Advance North, LLC, an Alaska limited liability company ("Advance North").

Recitals

- A. SEAS represents permit holders in the Southeast Alaska purse seine salmon fishery who have been severely impacted over the past decade, particularly by a decline in the value of pink salmon, due to a flood of low-priced foreign salmon into the markets.
- B. SEAS seeks assistance in securing support for, and implementing, a program to enable a voluntary reduction of capacity in the fishery so that participation by remaining participants will be economically viable.
- C. Advance North is a consulting firm owned and operated by Ben Stevens and Trevor McCabe, Alaskans with unique skills and a breadth of experience in the commercial fisheries of Alaska that would be useful to SEAS in its capacity reduction effort.
- D. SEAS wishes to retain Advance North, and Advance North wishes to provide consulting services to SEAS to bring about the successful reduction of capacity in the Southeast Alaska purse seine salmon fishery.
- E. Contact information for SEAS and Advance North for purposes of notice and any other purposes under this agreement shall be as follows, unless either party notifies the other in writing of a change to any of the following:

✓ Advance North
 Attn: Ben Stevens, President
 2600 Denali Street, Suite 501
 Anchorage, Alaska 99503
 (907) 277-2642 Phone
 (907) 277-2668 Fax
 sai@alaska.net

Southeast Alaska Seiners Association
 Attn: Bob Thorstensen, Jr., Executive Director
 410 Calhoun Avenue, Suite 102
 Juneau, Alaska 99801
 (907) 463-5030 or (907) 463-5060 Phone
 (907) 463-7777 Fax
 email address ✓

Agreement

SEAS and Advance North (hereafter collectively the "Parties") hereby agree as follows:

EXHIBIT 10
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1. Services

In providing consulting services to SEAS, Advance North will assist with the following:

- A. Review and refinement, as necessary, of SEAS's proposed capacity reduction program;
- B. Development and implementation of a strategy to secure governmental support and assistance for the capacity reduction program, including through government funding, loans, loan guarantees, statutory and regulatory support, and/or other appropriate means;
- C. Implementation of the capacity reduction program once/if Advance North is successful in securing governmental support; and
- D. Such other services as SEAS and Advance North agree from time to time are within the scope of this Agreement.

2. Term

✓ Advance North shall provide services under this contract for an initial two-year term from June 15, 2004 to June 14, 2006 (the "Initial Term"). If Advance North is successful securing governmental support for SEAS's capacity reduction program, Advance North shall provide services under this contract, with a focus on program implementation, for an additional two-year term from June 15, 2006 to June 14, 2008 (the "Additional Term"). For purposes of the Additional Term and the increased fee described in section 3, SEAS, in its sole discretion, shall determine whether Advance North has been successful in securing governmental support for the capacity reduction program.

Both the Initial Term and Additional Term may be renewed upon written agreement signed by the Parties. Either party may terminate this Agreement for cause by giving 30 days advance written notice to the other.

3. Fee

✓ The fee paid by SEAS shall be \$5,000.00 per month during the Initial Term, except that if Advance North is successful securing governmental support for SEAS's capacity reduction program, the fee during the remainder of the Initial Term shall increase to \$10,000 per month, beginning on the 30th day after enactment, due to the increased workload during implementation. The fee during the Additional Term, if such Term occurs, shall be \$10,000 per month. SEAS shall pay Advance North the monthly retainer within fifteen (15) days after receiving Advance North's monthly invoice. SEAS shall not withhold from payments any amounts for Federal or other taxes and shall report amounts paid to appropriate authorities, such as by filing an IRS Form 1099.



4. Expenses

SEAS shall reimburse Advance North for reasonable expenses related to travel, lodging, meals, telecommunications, copying, postage, or other expense incurred by Consultant in connection with agreed services. Consultant shall submit receipts and documentation for reimbursement, and in general shall seek advance approval from SEAS before incurring related expenses. ✓

5. Independent Contractor

Advance North is an independent contractor and neither its members or employees shall be deemed to be employees, agents, or representatives of SEAS for any purpose. Thus, neither Advance North nor its members or employees will receive any benefits received by SEAS's employees and Advance North shall be solely responsible for the payment of all income taxes, FICA, self-employment and other taxes payable in connection with the services and fees under this agreement. Advance North shall determine the hours, place and method of providing the services under this agreement.

6. Confidentiality

Advance North agrees to hold all information about SEAS that is disclosed to Advance North as a result of its work for SEAS under this contract (and is not generally known to the public) in strict confidence, and to exercise the highest degree of care in preventing such information from being disclosed. SEAS agrees to hold all information about Advance North that is disclosed to SEAS as a result of its relationship under this contract with Advance North (and is not generally known to the public) in strict confidence, and to exercise the highest degree of care in preventing such information from being disclosed. Advance North and SEAS each agree to keep the terms of this contract strictly confidential.

7. Notices

All notices and demands of either party shall be in writing, and shall be valid if served personally, sent by certified mail, transmitted by fax machine, or sent by overnight courier service, and if addressed to the applicable party at the addresses set forth above.

8. Entire Contract

This Contract constitutes the entire agreement between SEAS and Advance North, and no amendment shall be valid unless in writing and signed by both parties.

9. Effective Date

This contract shall take effect on the date upon which both parties have signed and agreed to be bound by its terms.

ADVANCE NORTH, LLC

S.E. ALASKA SEINERS ASSOC.



Ben A. Stevens
President

Bob Thorstensen, Jr.
Executive Director

Date _____

Date _____



Copy provided courtesy of the Groundswell Fisheries Movement. Quality affected by multiple copying and final fax then scan... APOC can provide the public with better copies upon request.