

City of Kenai

Request for Proposals (RFP) Kenai Visitor and Cultural Center Facility Management Services

Date Issued: February 1, 2024

Final Questions Due: Friday, February 23, 2024, by 4:00 p.m. (AST)

Proposal Due Date: Friday, March 1, 2024, by 4:00 p.m. (AST)

City of Kenai

210 Fidalgo Street Kenai, AK 99611



TABLE OF CONTENTS

TABLE OF CONTENTS

ADVE	ERTISEMENT	2
REQU	JEST FOR PROPOSALS	3
1.0	GENERAL INFORMATION	3
2.0	RULES GOVERNING COMPETITION	⊿
3.0	SCOPE OF SERVICES	6
4.0	PROPOSAL AND SUBMISSION REQUIREMENTS	8
5.0	EVALUATION PROCESS AND CRITERIA	10
6.0	SELECTION PROCESS	11
7.0	APPEAL PROCESS	11
8.0	SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS	11
COST	Γ PROPOSAL FORM	12

ATTACHMENTS

Sample Professional Services Agreement Kenai Peninsula Borough Tax Compliance Certification Sample State of Alaska Business License Sample Certificate of Liability Insurance



ADVERTISEMENT

Project Name: Kenai Visitor and Cultural Center Facility Management

Services

Proposal Documents Available: Friday, February 1, 2024

Pre-proposal Site Visit (Optional): Friday, February 16, 2024 at 2:00 p.m. (AST) Final Questions Due Date: Friday, February 23, 2024 by 4:00 p.m. (AST)

Proposal Due Date: Friday, March 1, 2024 by 4:00 p.m. (AST) at City Hall

The City of Kenai hereby invites qualified proposers to submit proposals for facility management services for the Kenai Visitor and Cultural Center.

Proposers must contact Administration at 907-283-8223 or ccunningham@kenai.city to be placed on the plan holder's list to receive addenda.

Request for Proposal documents can be obtained at no cost on the City of Kenai website at www.kenai.city or at City Hall at 210 Fidalgo Avenue, Kenai, AK 99611 for a non-refundable fee of \$10.00 for paper copies.

Publish Public Notice: Peninsula Clarion 2/7, 2/10/2024

Anchorage Daily News 2/7, 2/11/2024

REQUEST FOR PROPOSALS

1.0 GENERAL INFORMATION

1.1 Purpose

The City of Kenai requires facility management services for the Kenai Visitor and Cultural Center based upon a mutually agreed upon program and budget, and the services will consist of the duties associated with managing a City-owned public facility.

1.2 Background

The City of Kenai incorporated as a home-rule city in 1963, and today is an All-America City with moderate population growth and an economy that provides a high quality of life for residents with abundant natural and cultural assets to attract visitors. Overlooking the mouth of the Kenai River, Kenai has views of Cook Inlet as well as miles of beaches, two mountain ranges and four active volcanoes. The Kenai Municipal Airport serves as the transportation hub for air travel to the Kenai Peninsula and Cook Inlet. The City's location, services, and natural attributes provide opportunities for growth as a center for the visitor industry. The Kenai Visitor and Cultural Center is the first stop made by visitors to find information about the Kenai area.

The City-owned Kenai Visitor and Cultural Center is located at 11471 Kenai Spur Highway. The facility was constructed in 1992 and is approximately 9,340 square feet, including a 1,980-square-foot Cultural Exhibition Area, which houses the City's permanent collection of natural history objects, archeological material, native artifacts, and contemporary art. The facility also includes a conference room, reception, boardroom, two offices, loading area, copy room, kitchen, storage, bathrooms, and basement.

The Bush Doctor's Historic Cabin/Museum is a one room log structure displaying medical equipment from the 1960s and is located adjacent to the Kenai Visitor and Cultural Center. The Historic Cabin/Museum was donated by Doctor Peter Hansen and is owned and maintained by the City. A fund has been established with the Kenai Community Foundation to allow for future contributions for capital improvements and maintenance and Dr. Hansen's family members are granted access as reasonable to help maintain and display the medical items. Questions/Requests for Clarification

Any questions regarding this proposal must be submitted <u>in writing</u> by 4:00 p.m. AST on Friday, February 23, 2024. Questions may be emailed to ccunningham@kenai.city. The subject line of the email should read: "Questions: Kenai Visitor and Cultural Center Facility Management Services."

Verbal requests for information or clarification will not be accepted. Questions or requests for clarification directed to any employee or elected official of the City other than those submitted in writing may be grounds for disqualification from the process. All questions will be compiled, answered and distributed to all prospective proposers.

1.4 Preparation Costs

The City is not responsible for proposal preparation cost, nor for cost including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the

highest ranked proposer and/or award of agreement and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.5 Timeline

Advertise for Proposals	February 1, 2024
Pre-proposal Site Visit (Optional)	February 16, 2024
Final Questions Due	February 23, 2024
Proposals Due	March 1, 2024
Proposal Evaluation	
Intent to Award	March 8, 2024
City Council Award	March 20, 2024

2.0 RULES GOVERNING COMPETITION

2.1 Examination of Proposals

Proposers should carefully examine the entire Request for Proposal (RFP) and any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Proposal Acceptance Period

Proposals must be irrevocable for ninety (90) days following the submission date.

2.3 Confidentiality

The content of all proposals will be kept confidential until the selection of the Proposer is announced. At that time, the selected proposal is open for review by the competing proposers, excluding any tabulations and evaluations thereof. After the award of an Agreement, all proposals, tabulations, and evaluations will then become public information.

2.4 Tax Compliance Certificate.

City of Kenai Municipal Code requires that businesses or individuals contracting to do business with the City be in compliance with City tax provisions. No contract will be awarded to any individual or business found to be in violation of the City of Kenai Municipal Code. Prior to award of the contract, the successful Proposer will be required to submit a completed Tax Compliance Certificate (Attachment), signed by both the Proposer and by Kenai Peninsula Borough Finance Department personnel.

2.5 Licenses and Certifications

Proposers must include with their proposal copies of all licenses, certificates, registrations and other credentials required for performance. Documentation must be current and must have been issued by or under authority of the State of Alaska or, if documentation is from an outside jurisdiction, such documentation must be accepted as valid by the State of Alaska for performance in Alaska. Such documentation shall include, but is not limited to, an Alaska business license, an Alaska contractor's license, and applicable professional licenses, registrations, and certificates.

2.6 News Releases

News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the City of Kenai City Manager.

2.7 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Kenai. One copy shall be retained for the official files of the City Manager's Office and will become public record after award of the contract.

2.8 Oral Change/Interpretation

No oral change, or interpretation, of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the City.

Proposer shall acknowledge receipt of each addendum in the space provided on the Cost Proposal Form. Only a proposal acknowledging receipt of all addenda may be considered responsive, unless the addendum, in the opinion of the City Manager, would have no material effect on the terms of the proposal.

2.9 Modification of Proposals

Modifications will be accepted by the City, and binding upon the responding proposer, where the modification:

Is received by the City at the place designated for submission of RFP responses prior to the scheduled deadline; and,

Is sealed in an envelope clearly stating "Kenai Visitor and Cultural Center Facility Management Services" and the name of the responding proposer; and,

Is signed by the same individual who signed the original submittal.

Should there be more than one submittal modification from a responding proposer, the last modification received prior to the deadline shall be opened and applied to the submittal. All earlier modifications shall be returned to the responding proposer unopened.

Any modification that fails to meet any requirement of this section shall be rejected, and the submittal shall be considered as if no modification had been attempted.

2.10 Late Submissions

PROPOSALS NOT RECEIVED PRIOR TO THE DATE AND TIME SPECIFIED IN THIS RFP WILL NOT BE CONSIDERED.

2.11 Withdrawal of Proposals

At any time prior to the scheduled closing time for receipt of RFP submittals, any responding proposer may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City of Kenai.

2.12 Acceptance – Rejection of Proposals

The City may reject any or all proposals if the City Manager determines that it is in the best interest of the City and may waive irregularities, other than the requirements for timeliness and manual signature, if the irregularities do not affect the competitive advantage of any proposer.

If any proposer has interest in more than one proposal, all proposals in which such proposer has interest shall be rejected.

2.13 Choice of Law and Jurisdiction

The laws of the State of Alaska shall govern this RFP, and any legal action brought thereon shall be filed in the Third Judicial District at Kenai, Alaska.

2.14 Conflicts of Interest

No member of the governing body of the City of Kenai or other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interests, direct or indirect, in any ensuing contract as a result of this Request for Proposals, without first disclosing the individual's potential conflict by submitting a letter to the City of Kenai, establishing the individual or proposer's intent to do business with the City of Kenai. The Proposer for itself and its principal employees, officers, agents, directors or shareholders covenants that neither the Proposer nor any of the listed classes of individuals has nor shall acquire any interest, direct or indirect, in the project, direct or indirect, to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The selected Proposer further covenants that in its performance of the contract no person having such interest shall be employed, without first disclosing his/her potential conflict.

3.0 SCOPE OF SERVICES

3.1 Services to be Performed

The City of Kenai requires the following facility management services for the Kenai Visitor and Cultural Center:

- A. The City provides non-exclusive access to the City-owned Kenai Visitor and Cultural Center. The Proposer may charge City-approved fees and rent for portions of the Center upon written consent, as well as sell merchandise at the facility to defray costs associated with facility management.
- B. The City provides maintenance, groundskeeping, snow removal, security monitoring, telephone or internet services, and utilities (water, sewer, electrical, and natural gas) at no cost to the Proposer. The Proposer must keep the facility in a clean and sanitary condition and is responsible for janitorial services, and operating supplies.
- C. The Proposer maintains adequate staffing during operating hours to provide service to the public. As the first stop made by visitors to find information about the Kenai area, the Proposer must provide information on community and visitor programs, events, and exhibits in a friendly and enthusiastic manner.

- D. The Proposer provides an agreed-upon annual plan of operations for management of the Kenai Visitor and Cultural Center facility to include but not be limited to proposed staffing, hours of operations, scheduling and managing use of the facility, and rental fees with high standards commensurate to a high-visibility structure and to ensure operations run efficiently and maintain the safety, appearance, and the efficient/effective use of the facility to host community and visitor programs, events, and exhibits without favoritism or discrimination.
- E. The Proposer manages, creates, and maintains displays of the City of Kenai's permanent collection of natural history objects, archeological material, native artifacts and contemporary art and encourages use of the facility for events and exhibits that promote Kenai's abundant natural resources and diverse community and provides an annual inventory of all items in the City's collection.
- F. The Proposer tracks and provides an annual report on the number and nature of visitors to the Center, facility rentals, and participants at events and exhibits.
- G. The City maintains the Bush Doctor's Historic Cabin/Museum and works with the Kenai Community Foundation for any capital improvements on the facility. The Proposer establishes visiting hours and access to the facility for the public.

3.2 Contract Formation

A contract in this matter will not be formed until executed by all parties including the City of Kenai City Manager. Performance under the contract will not begin until the contract is fully executed by all parties. A sample facilities management agreement is provided as an attachment. Terms and conditions of these agreements are subject to negotiation with the successful Proposer, except the Insurance and Indemnification Requirements below:

Proposer must, at Proposer's own expense, throughout the term of the Agreement(s) secure and maintain the following insurance:

- i. Comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than \$1,000,000 combined single limit;
- Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045 (Proposer is responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under the Agreement); and,
- iii. Comprehensive automobile liability insurance covering all owned, hired, and nonowned vehicles with coverage limits of not less than \$1,000,000 combined single limit per occurrence.

All insurance required must also meet the following requirements:

- i. For comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
- ii. For worker's compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer

waives all rights of subrogation against the City of Kenai for payments made under the policy;

- iii. Provide Owner with at least 30 days' written notice before any termination, cancellation, or material change in insurance coverage is effective; and,
- iv. Be issued by a company/corporation currently rated "A-" or better by A.M. Best.

Proposer must indemnify, defend, and hold harmless the City and its agents, employees, and/or insurers from claim, loss, damage, liability, including injury and death or expense in any way related to any act or omission of proposer or proposer 's employees, agents, or invitees arising out of Proposer 's performance of services under the Agreement(s), except to the extent any negligence of City or its employees or agents is a proximate cause of any injury or damage. If a third party asserts a claim against Proposer and City, Proposer and the City shall seek in good faith to achieve Agreement to an apportionment of fault as between them independent of litigation. This provision shall survive expiration or termination of any Agreement(s).

3.3 Term and Conditions

A. Term of Contract

A contract will be for an approximately three-year term of July 1, 2024, through June 30, 2027, and may be extended for two successive one-year terms by mutual consent of the City and the Proposer. Neither party has any obligation to agree to extend the initial term of the Agreement.

B. Subject to Appropriation

Compensation for services requires the Kenai City Council to annually appropriate funds for payment of services. The obligation of the City to provide funding is subject to the availability of funds lawfully appropriated for that purpose by the Kenai City Council.

4.0 PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below.

4.1 Proposal Format

Proposals are to be prepared in such a way as to provide a straight forward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP.

4.2 Proposal Submission

A complete proposal package must be submitted on or before Friday, March 29, 2024 by 4:00 p.m. AST, to the City of Kenai, 210 Fidalgo Street, Kenai, AK 99611, in a sealed envelope:

Proposal responses must be comprised of two documents placed in separate sealed envelopes.

One shall contain only the RFP Cost Proposal on the Cost Proposal Form and must be entitled: "Kenai Visitor and Cultural Center Facility Management Services – [NAME OF PROPOSER] Cost Proposal."

The cost proposal must be per year for the initial contract period (three years) and open for acceptance by the City for a period of not less than ninety (90) calendar days from the date the proposal is due. A proposal will be rejected if it contains a material alteration or erasure, which is not initialed by the signer of the proposal.

The second shall contain all other response materials and must be titled: "Kenai Visitor and Cultural Center Facility Management Services – [NAME OF PROPOSER] RFP Response."

The City reserves the right to establish any and all elements or terms of this proposal. All proposals submitted shall be binding upon the proposer if accepted by the City.

4.3 Letter of Transmittal

Briefly state your proposer 's understanding of the project's purpose and services to be performed and make a positive commitment to provide the services as specified.

List the name(s) of the person(s) who are authorized to make representations for your proposer, their titles, addresses, and telephone numbers.

The letter must be signed by a corporate officer or other individual who has the authority to bind the proposer.

The letter must acknowledge all addenda, if any.

4.4 Experience/Qualifications

Detail the proposers' relevant experience performing facility management or work of a similar nature, including experience managing facilities for Alaska municipalities.

Provide a list of five (5) references for services performed by the proposer similar to the services required in this Request for Proposals. The City will contact references to ascertain the proposer's performance, specifically in the areas of knowledge and expertise, customer satisfaction, and conformance to a similar Scope of Services as this engagement.

4.5 Key Staff Assigned and Sub-consultants

Identify key staff and sub-consultants expected to provide services on behalf of the proposer. Resumes should be included for each of the individuals and sub-consultants referenced. Be specific on the proposed staff regarding experience and qualifications for services performed similar to the services required in this Request for Proposals.

4.6 Available Resources

Provide information on resources available, which indicates the proposer has access to the resources necessary to perform the work.

The primary benefit of the Kenai Visitor and Cultural Center is to serve the public, and a proposer organized as a 501 (c)(3) will be able to take advantage of raising funds from private foundations and granting agencies not available to other types of entities. Therefore, a proposer organized as a 501(c)(3); or able to organize a related 501(c)(3) and obtain recognition as a 501(c)(3) within six (6) months of entering into an Agreement with the City; or is able to partner with a 501 (c)(3) in order to take advantage of raising funds from private foundations and granting agencies is required. The proposal must address how the proposer will meet this requirement.

4.7 Scope of Services/ Plan of Operations

Provide a narrative on how the proposer will fulfill the Scope of Services and provide the required services for Kenai Visitor and Cultural Center Management in a Plan of Operations.

Describe the overall approach to include any special considerations that may be envisioned.

4.8 Cost

Complete the Cost Proposal Form for Kenai Visitor and Cultural Center Facility Management Services.

The cost proposal must be per year for the initial contract period (three years) and open for acceptance by the City for a period of not less than ninety (90) calendar days from the date the proposal is due. A proposal will be rejected if it contains a material alteration or erasure, which is not initialed by the signer of the proposal.

The cost proposal will be opened and the cost score calculated after the scores of the other evaluation criteria have been calculated.

5.0 EVALUATION PROCESS AND CRITERIA

5.1 Evaluation Process

A committee of individuals representing the City of Kenai will perform evaluation of the proposal. The committee will rank the proposal as submitted. The City of Kenai reserves the right to award a contract solely on the written proposal.

The City also reserves the right to request oral interviews with the highest-ranked proposers (shortlist). The purpose of the interviews with the highest-ranked proposers is to allow expansion upon and possible refinement of the written responses. If interviews are conducted, a maximum of three (3) proposers will be short-listed. A second score sheet will be used to score those proposers interviewed. The final recommendation for selection will be based on the total of all evaluator's scores achieved on the second rating. The same categories and point ranges will be used during the second evaluation as for the first.

The proposer whose proposal is ranked highest by the evaluation committee may be invited to enter into final negotiations with the City for the purposes of agreement award.

5.2 Criteria

The factors to be evaluated and the points available for each are as follows:

1.	Experience/Qualifications	(20 points)
2.	Key Staff Assigned and Sub-consultants	(10 points)
3.	Available Resources	(10 points)
4.	Scope of Services/ Plan of Operations	(40 points)
5.	Cost	(20 points)

Total Points Available

100 points

Committee members will independently review the proposals and award points for above factors 1 - 4. Cost will be scored by the committee as a whole using the following formula:

<u>Lowest total cost proposal</u> x 20 = Points Awarded Proposer total cost proposal

6.0 SELECTION PROCESS

The proposer with the highest total evaluation points may be invited to enter into contract negotiations with the City of Kenai. If an agreement cannot be reached with the highest-ranked proposer, the City shall notify the proposer and terminate the negotiations. If proposals are submitted by one or more other proponents determined to be qualified, negotiations may then be conducted with such other proposers in the order of their respective rankings. This process may continue until successful negotiations are achieved. The City of Kenai reserves the right to reject any and all proposals submitted.

7.0 APPEAL PROCESS

Any party submitting a bid or proposal for an agreement with the City and who believes that they are adversely affected by the City's relevant ordinances, regulations, procurement process, or by any acts of the City in connection with the award of a City agreement, may file an appeal in accordance with the appeal procedures outlined in Kenai Municipal Code KMC 7.15.120. The City's Code may be viewed online at https://kenai.municipal.codes/KMC/7.15.120

8.0 SAMPLE CONTRACT OR MINIMUM MANDATORY CONTRACT PROVISIONS

In addition to carefully reading all of the information in this Request for Proposals, all proposers must carefully read and review the sample contract (Attachment). The successful proposer shall be required to enter into a Contract with the City of Kenai, which will be substantially similar to the sample.

Therefore, the proposer must identify any proposed changes to the sample Contract consistent with Section 1.3 of this Request for Proposals.

IF NO CHANGES ARE MADE, THE PROPOSER SHALL BE DEEMED TO HAVE ACCEPTED THE SAMPLE CONTRACT. IF THE RESPONDENT MAKES CHANGES, SUCH CHANGES WILL BE CONSIDERED IN ANY NEGOTIATIONS WITH THE CITY. CHANGES MADE TO THE SAMPLE CONTRACT SHALL NOT BE CONSIDERED DURING PROPOSAL EVALUATIONS.

COST PROPOSAL FORM KENAI VISITOR CENTER AND CULTURAL CENTER FACILITY MANAGEMENT SERVICES

Proposer acknowledges receipt of Addenda No represent that if awarded a contract, will enter into for the Professional Services referenced in the Req below.	and execute a contract with the City of Kenai				
The cost proposal is the annual fee for the initial acceptance by the City for a period of not less that proposal is due.					
KENAI VISITOR AND CULTURAL CENTER	R FACILITY MANAGEMENT ANNUAL FEE				
FY2025 – July 1, 2024 thru June 30, 2025	\$Numerical amount				
FY2026 - July 1, 2025 thru June 30, 2026	\$Numerical amount				
FY2027 - July 1, 2026 thru June 30, 2027	\$Numerical amount				
An Agreement shall not be formed, and no rights s Agreement is fully executed by all parties.	shall exist under the Agreement until the final				
By executing this Proposal, I certify that I have the authority to bind the Company or Business Entity submitting this proposal.					
Name of Company or Business Entity	Date				
Signature	Title				
Print Name	Phone				
Address	Fax				
City, State, Zip	Email Address				

Cost Proposal is to be submitted in a separate sealed envelope

AGREEMENT FOR FACILITY MANAGEMENT SERVICES AT THE KENAI VISITORS AND CULTURAL CENTER

between the CITY OF KENAI (Owner), wh	day of 202, by and ose address is 210 Fidalgo Avenue, Kenai, AK (Contractor),
RECITALS:	
	ssional services of Contractor to manage the d at 11471 Kenai Spur Highway in the City of
•	area and specifically in the provision of visitor erience, skill, knowledge, and competence to
to obtain best financial arrangements fo experiences for its residents and facility us	ovision of these services by Contractor in order or the City and provide affordable and quality sers. Contractor agrees to perform its services and due care and in a good and professional
Owner and Contractor therefore ag	ree as follows:
1. Definitions. For this Agree	ment, the following definitions apply:
A. "Manager" means the Kena and on behalf of Kenai.	i City Manager or their designee as agent for
	s or rentals of goods or services in the Facility, ity where those sales or rentals are made, and for those sales or rentals.
C. "Contractor" shall mean	
D. "Council" means the Kenai (City Council.
E. "Facility" means the Kenai Kenai Spur Highway in Kenai, Alaska.	Visitors and Cultural Center located at 11471
F. "Management" or "manage	ment services" means performing all work to

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 1 of 15

operate and provide the services and reports required by this Agreement and all work

necessary to support the Facility's provision of service to the public, including but not limited to, supervision of staff, supervision and control of participants using the Facility and accessing any programs at the Facility, keeping the Facility in a clean and sanitary condition, managing and maintaining displays of the permanent collection at the Facility, scheduling use of the Facility, , encouraging activities and programs at the Facility, and charging City-approved fees and rent for portions of the Facility upon written consent, as well as sell merchandise at the Facility.

G.	"Owner"	or "City"	' means the	City	v of Kenai.

2. Term. Th	e term of this Ag	reement shall begin on	(date),			
and end on	(date).	This Agreement may	be extended for two (2)			
successive one-year to	erms upon muti	ual written consent of	Owner and Contractor.			
Contractor shall notify Owner in writing no less than 180 days before the end of the						
remaining term of this Agreement if Contractor desires to extend the Agreement for any						
additional term. Neither	party has any ob	oligation to agree to ext	end the initial term of this			
Agreement.						

3. Compensation.

- A. Owner shall pay Contractor annual fee \$_____ for the first contract year (July 1, 2024 thru June 30, 2025), \$_____ for the second contract year (July 1, 2025 thru June 30, 2026), and \$____ for the third contract year (July 1, 2026 thru June 30, 2027) for management of the Facility. Owner will pay the annual fee in twelve (12) equal monthly installments, payable within fourteen (14) days after billing by Contractor. Any compensation due for portions of a month for which services are provided by Contractor will be pro-rated to a daily rate.
- B. Except as may otherwise be stated in this Agreement, Owner will not provide any additional compensation, payment, service, or other thing of value to Contractor in connection with performance of its obligations under this Agreement. Contractor's overhead and other indirect or direct costs Contractor may incur in the performing its obligations under this Agreement have already been included in computation of Contractor's fee and may not be separately charged to the Owner.
- C. <u>Subject to Appropriation</u>. Contractor recognizes that compensation for its management services require the Council to annually appropriate funds for payment of the management services. The obligation of Owner to provide funding under this Agreement is subject to the availability of funds lawfully appropriated for that purpose by the Council. The termination of this Agreement due to fiscal necessity and/or non-appropriation of funds by Owner shall not constitute a breach or default of Owner. In the event of a non-appropriation of funds, Owner may terminate this Agreement under Section 16(B), below, however termination shall not be subject to sixty (60) days' notice. Instead, Owner shall give reasonable advance notice of non-appropriation as soon as

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 2 of 15

practicable but in no case shall notice be less than ten days in advance of the effective termination date.

- D. <u>Termination</u>. If Contractor's services are terminated for any reason, Contractor's claim for compensation shall be limited to payments due based on a proportional number of days it operated the Facility. Contributions in kind are not eligible for reimbursement unless this contribution is directed toward approved, appraisable improvement to the Facility. Upon termination, any alteration or renovation to the Facility approved by Owner in writing, will be reimbursed at fair market value or actual cost as reported to Owner (whichever is less) unless the parties have previously otherwise agreed. If necessary, fair market value of such improvements will be determined by a professional appraiser. The appraiser will be selected jointly by the parties and the appraisal fee will be split equally.
- 4. Independent Contractor; No Agency. Contractor's relationship with Owner shall be that of an independent contractor with the authority to control and direct the performance of the details of the management services that are the subject of this Agreement. Nothing contained in this Agreement shall be construed to create an agency, partnership, joint venture, or employee-employer relationship between Owner and Contractor. Contractor is not the agent of Owner and Contractor is not authorized to make any representation, contract, or commitment on behalf of Owner.

5. Scope of Services—General Obligations of Contractor.

- A. <u>Yearly Operation</u>. Facility management services shall be a year-round function of Contractor to carry out its Annual Operations Plan. Contractor shall perform the management work and all services on an as needed/scheduled basis as determined by Contractor (except where specifically identified below).
- B. <u>Services</u>. Contractor agrees to make the Facility available to community user groups and/or organizations in order to serve the varied interests and needs of the community.
- C. <u>Concessions</u>. Contractor may provide, at its own expense, business, educational, cultural, or other services to the general public that are not inconsistent with this Agreement. Contractor shall have the exclusive right to operate concessions, including retail sales, in the Facility. Contractor is responsible for defining said services and coordinating all aspects of service offerings, whether required under this Agreement or offered as an additional concession of Contractor.
- D. <u>Fees</u>. Contractor may charge a fee approved by the City for use of the Facility and/or for participation in any programs and/or services it provides unless otherwise specified in this Agreement. Any fees charged by Contractor for any purpose must not discourage public use of the Facility and should be consistent with fees charged

for similar services at other facilities.

- E. <u>Public Facility</u>. The programs provided in the Facility must be generally available to the public. Contractor may not restrict appropriate public participation at the Facility and may not restrict public access for appropriate use of the Facility.
- F. <u>Employees</u>. It is Contractor's duty to train Contractor's employees in order to provide the management services. The management services shall be performed by qualified, careful, and efficient employees in strict conformity with the best practices and highest applicable standards. The manner in which these services are performed shall be determined by Contractor. Contractor shall pay all salaries and expenses of, and pay all federal social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to, Contractor's employees.
- G. <u>Permits, Licenses, and Certificates</u>. Contractor shall obtain and maintain all necessary licenses and permits; comply with the requirements of all permits; pay all taxes lawfully imposed on Contractor's business; and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. Said licensing includes, but is not limited to, obtaining state and borough business licenses and tax certificates, and, where applicable to Contractor, paying all taxes and filing all documents necessary to maintain Contractor's status as a corporate entity in good standing in the State of Alaska.
- H. <u>Taxes and Assessments</u>. Contractor shall pay all taxes lawfully imposed on its business, and pay any other fee or charge assessed under any applicable public statute, regulation, or ordinance. Contractor shall collect and pay any and all gross receipts, compensation, transaction, sales, use, payroll, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid to Contractor or to Contractor's employees or contractors under or arising out of this Agreement.

6. Scope of Services—Specific Performance Requirements.

A. <u>Specific Activities Required</u>. Unless Owner (as approved by the Council) requests termination of a service, Contractor shall provide the following services at the Facility on a regularly-scheduled basis:

Visitor Center Management:

a. The City provides non-exclusive access to the City-owned Kenai Visitor and Cultural Center. Located at 11471 Kenai Spur Highway, the facility was constructed in 1992 and is approximately 9,340 square feet, including a 1,980-square-foot Cultural Exhibition Area, which houses the City's permanent collection of natural history objects, archeological material, native artifacts and contemporary art. The facility also includes a conference room, reception, boardroom, two offices, loading area, copy room, kitchen,

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 4 of 15

- storage, bathrooms and basement. The Contractor may charge Cityapproved fees and rent for portions of the center upon written consent, as well as sell merchandise at the facility to defray costs associated with facility management.
- b. The City provides maintenance, grounds keeping, snow removal, security monitoring, and utilities (water, sewer, electrical, natural gas, and telephone and internet services) at no cost to the Contractor. The Contractor must keep the facility in a clean and sanitary condition and is responsible for janitorial services and operating supplies.
- c. The Contractor maintains adequate staffing during operating hours to provide service to the public. As the first stop made by visitors to find information about the Kenai area, the Contractor must provide information on community and visitor programs, events, and exhibits in a friendly and enthusiastic manner.
- d. The Contractor provides an agreed upon annual plan of operations for management of the Kenai Visitor and Cultural Center facility to include but not be limited to proposed staffing, hours of operations, scheduling and managing use of the facility, and rental fees with high standards commensurate to a high-visibility structure and to ensure operations run efficiently and maintain the safety, appearance, and the efficient/effective use of the facility to host community and visitor programs, events, and exhibits without favoritism or discrimination.
- e. The Contractor manages and creates and maintains displays of the City of Kenai's permanent collection of natural history objects, archeological material, native artifacts and contemporary art and encourages use of the facility for events and exhibits that promote Kenai's abundant natural resources and diverse community and provides an annual inventory of all items in the City's collection.
- f. The Contractor tracks and provides an annual report on the number and nature of visitors to the Center, facility rentals, and participants at events and exhibits.
- g. The City maintains the Bush Doctor's Historic Cabin/Museum and works with the Kenai Community Foundation for any capital improvements on the facility. The Contractor establishes visiting hours and access to the facility for the public.
- B. <u>Operating Hours; Calendar</u>. Contractor will maintain daily, monthly and annual schedules of services and activities held at the Facility and shall provide public access to this schedule. Contractor shall operate the Facility according to this published schedule. Special events outside of normal operating hours need not be published.
- C. <u>Fee Schedule</u>. Contractor shall develop and publish fee schedules for all services, events, and activities conducted at the Facility and for all charges made to the public for use of the Facility and its equipment. The fee schedule must be approved in

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 5 of 15

advance by the City Manager and may be subject to change by the Council.

- D. <u>Revenues</u>. Contractor shall collect all revenues generated at the Facility and shall use generally-accepted accounting principles and appropriate internal controls for its accounting activities. Contractor agrees that Owner shall not be liable or responsible for funding any deficits or delinquencies owed to Contractor other than the payments required under Section 3 of this Agreement.
- E. <u>Repairs</u>. Contractor bears the responsibility for the cost of repairs of the structure or its internal components and equipment due to any damage or breakage caused by the negligence or intentional act of the Contractor or of a client during operating hours of the Facility. Contractor shall notify the City within 24 hours of any damages caused to the Facility.
- F. <u>Janitorial</u>; <u>Appearance</u>. Contractor shall keep the Facility in a clean and sanitary condition. Contractor shall pay for and provide all janitorial services and supplies required to keep the Facility clean and presentable. Contractor shall not permit any garbage or other refuse to accumulate in the Facility or on the grounds surrounding the Facility.
- G. <u>Security</u>. Contractor will take all reasonable precautions to prevent unauthorized entry into the Facility, including the placing of signs or other devices intended to deter or restrict such entry. Contractor shall develop and follow policies and procedures relating to issuing keys, handling cash and deposits, opening and closing, and dealing with difficult patrons.
- H. <u>City Use</u>. The City may use the Facility for City sponsored events at no cost to the City. All City events shall be coordinated with Contractor so as not interfere with prior scheduled services.

7. Contractor's Reporting and Planning Requirements.

- A. <u>Annual Operations Plan</u>. No later than January 1 of each year, Contractor shall provide Owner with an Annual Operations Plan. Contractor shall work with the City Manager's office to assure the Annual Operations Plan meets the requirements and expectations of Owner.
- B. <u>Facility Annual Operating Budget</u>. No later than January 1 of each year, the Contractor will submit to Owner its Annual Operating Budget. The budget should include all projected and the prior year's actual operating and capital costs for the Facility, including a projected income and expense statement and a projected year-end balance sheet. The budget must also include detailed projections of revenues by category and source; operating expenses by category; numbers served by category; and administrative and general expenses to Contractor in managing the Facility.

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 6 of 15

- C. <u>Annual Report</u>. Contractor will submit to Owner an annual report identifying usage of the Facility by program. The report must include but not be limited to proposed staffing, hours of operations, scheduling, and use of the facility, rental fees, number of visitors, an updated inventory of Owner's equipment and furnishings purchased, and, a detailed description, including costs, for equipment needing to be replaced. Contractor must submit the annual report on or before January 1 of each year of this Agreement beginning ______ (date).
- **8. Owner's Obligations.** Owner shall perform the following functions or provide the following materials related to the Facility:
- A. Operations and Maintenance Costs. Owner is responsible for maintenance and repair of the Facility required by normal wear and tear. Owner will perform routine maintenance on all incorporated systems in the Facility including fire suppression and alarm systems, electrical systems, mechanical systems, plumbing systems, and HVAC. Contractor must notify the City Manager, or in a manner as requested by Owner. This duty of Owner does not extend to maintenance on a system required due to Contractor's failure to properly supervise and manage the Facility during business hours (for example, vandalism in the Facility during schedule working hours).
- B. <u>Utilities</u>. Owner shall pay the following utility costs for the Facility: wateri, sewer, electrical, natural gas, telephone and internet service (excluding long-distance, conference call, and other extraordinary phone charges).
- C. <u>Snow Removal</u>. Owner is responsible for snow removal from the parking lot of the Facility as well as snow removal from all sidewalks around the building and leading up to the building.
- D. <u>Grounds Keeping</u>. Owner shall maintain the grounds on the exterior of the Facility, subject to Contractor's obligation to keep the grounds of the Facility free of garbage and refuse.
- E. <u>Equipment Replacement</u>. Owner is responsible for the replacement of Owner-owned equipment as necessary due to normal wear and tear of the equipment.
- F. <u>Insurance</u>. Owner shall provide Broad-Form Property Damage Insurance for the Facility.

9. Ownership of Equipment and Furnishings.

A. Owner recognizes that Contractor will from time-to-time purchase equipment and furnishings to accomplish the work and provide the management services required and the concessions allowed under this Agreement. Equipment and furnishings

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 7 of 15

purchased with Contractor funds shall be the sole property of Contractor. Equipment and furnishings donated to Contractor shall be the sole property of Contractor.

- B. With the exception of pass-through grants administered by Owner, equipment and furnishings purchased with Owner funds or with any funds provided by grants from Owner shall be the sole property of Owner. Contractor will mark and inventory this Owner property and provide Owner with a copy of the inventory with its semi-annual and annual reports.
- C. Prior to occupying the Facility, Contractor and Owner will conduct a walkthrough to investigate conditions of the Facility and equipment inside the Facility.
- **10. Alterations and Renovations.** Contractor may not make any alterations or renovations to the Facility without the prior written consent of Owner. Contractor shall provide Owner with an actual cost report within ten days of completion of any alteration or renovation project.
- **11. Signs.** Contractor may not place or erect poles, lights or devices on the exterior of the Facility or the curtilage or on adjacent property without the prior written consent of Owner.
- **12. Fundraising.** Fundraising using the name of, or on behalf of, the City of Kenai or the Kenai Visitor and Cultural Center must be approved in advance in writing by the City of Kenai.

13. Insurance.

- A. Contractor shall, at Contractor's own expense, secure and maintain the following insurance:
 - i. Comprehensive general liability insurance, including premises, all operations, property damage, personal injury and death, broad-form contractual coverage with a per occurrence limit of not less than \$1,000,000 combined single limit;
 - ii. Worker's compensation insurance with coverage for all employees engaged in work under this Agreement as required by AS 23.30.045 (Contractor is responsible for worker's compensation insurance for any subcontractor who directly or indirectly provides services under the Agreement); and,
 - iii. Comprehensive automobile liability insurance covering all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 combined single limit per occurrence.

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 8 of 15

Where specific limits are stated, the limits are the minimum acceptable limits. If Contractor's insurance policy contains higher limits, Owner is entitled to coverage to the extent of the higher limits.

- B. All insurance required by this Section 13 shall meet the following additional requirements:
 - i. for comprehensive general liability and automobile liability insurance, name the City of Kenai as an additional insured;
 - ii. for worker's compensation insurance, general liability, and automobile liability insurance, where possible, include a waiver of subrogation so that the insurer waives all rights of subrogation against the City of Kenai for payments made under the policy;
 - iii. provide Owner with at least thirty (30) days' notice before any termination, cancellation, or material change in insurance coverage is effective; and,
 - iv. be issued by a company/corporation currently rated "A-" or better by A.M. Best.
- C. Contractor shall submit to Owner proof of insurance coverage in the form of insurance policies, certificates, endorsements, or a combination thereof, and signed by a person authorized by the insurer to bind coverage on its behalf. The effective date of the insurance will be no later than the first day of the term of this Agreement.
- D. The indemnification and insurance coverage requirements stated in this Section 13 and in Section 14 below do not relieve Contractor of any other obligation under this Agreement.
- E. Owner may increase the amount or revise the type of required insurance upon written demand without requiring amendments to this Agreement. Owner will base any increase or revision upon reasonable and justifiable grounds. Within two weeks of the written demand, Contractor shall submit to Owner evidence of insurance coverage that meets the requirements of Owner.
- 14. Indemnity, Defend, and Hold Harmless Agreement. Contractor shall indemnify, defend, and hold harmless Owner and its agents, employees, and/or insurers from claim, loss, damage, liability, including injury and death or expense in any way related to any act or omission of Contractor or Contractor's employees, agents, or invitees arising out of Contractor's performance of services under this Agreement, except to the extent any negligence of Owner or its employees or agents is a proximate cause of any

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 9 of 15

injury or damage. If a third party asserts a claim against Contractor and Owner, Contractor and Owner shall seek in good faith to achieve Agreement to an apportionment of fault as between them without an independent of litigation. This provision shall survive expiration or termination of this Agreement.

15. Notice of Accident, Injury, or Claims.

- A. Each party shall give to the other prompt and timely written notice of any claim made or suit instituted within its knowledge that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party.
- B. Contractor shall report all incidents of accident or injury within 24 hours in writing to the City Manager of Kenai.

16. Termination.

- A. <u>For Cause</u>. If either party fails to perform any of the terms, conditions, covenants, or obligations under this Agreement, the other party may terminate this Agreement. As a condition of the exercise of the right of termination, the terminating party must notify the other party in writing of its intent to terminate, stating with reasonable specificity the reasons for termination for cause. Upon receiving this written notice, the other party will have 30 calendar days to cure the default(s). If the other party fails to cure all defaults to the satisfaction of the other party within thirty (30) days, the party may declare the Agreement terminated.
- B. <u>Termination for Convenience of the City</u>. Owner may terminate this Agreement at any time by giving written notice to Contractor of its intent to terminate. Owner shall provide Contractor with at least sixty (60) days' advance notice of its election to terminate for its convenience. All finished or unfinished documents, surveys, reports, and/or other material prepared by Contractor under this Agreement are the property of Owner and Contractor hereby agrees to peaceably return all such items to Owner by or upon the effective date of termination and as may be further instructed by Owner. Contractor shall be entitled to receive compensation for services rendered up to and through the date of termination.

17. Duties Upon Termination.

- A. Upon termination of this Agreement under Section 16(A), Owner may take immediate possession of the Facility.
- B. Upon termination of this Agreement under Section 16(B), including termination due to non-appropriation of funds by the Council, there shall be a transition period of not greater than sixty (60) days with regard to the removal of Contractor's property from the Facility. If Contractor fails to vacate upon expiration of the transition

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 10 of 15

period, the City may remove and store the property at Contractor's expense or store the equipment at the Facility and charge Contractor a reasonable storage fee.

C. Contractor shall deliver to the City Manager all documents, records, work products, materials and equipment of Owner and requested by the City Manager.

18. Records and Right to Audit.

- A. Contractor agrees to keep reliable accounting records and to prepare annual financial statements in accordance with generally accepted accounting principles.
- B. Contractor shall make available to Owner for audit, examination, and copying, all of Contractor's records with respect to all matters covered by this Agreement continuing for a period ending six years after the date of expiration or termination. These records include, but are not limited to financial statements, ledgers, invoices, inventories, reports, employment Agreements and other contracts related to Contractor's provision of services under this Agreement. Contractor shall make available for examination all such records, and in such form as the City may reasonably require, at any time during Owner's normal business hours. Contractor shall make such records available to Owner upon ten business days' notice, except in the case of emergency where Contractor shall make such records available immediately.
- C. In performing audits and investigations, Owner shall not unduly interfere with the ability of Contractor to perform its duties under this Agreement.
- **19. Right of Entry.** Owner, its officers, employees, agents, and representatives may enter the Facility during operating hours to make inspection of the Facility and/or to perform maintenance activities. Owner will make reasonable attempts to notify Contractor if it requires emergency entry after operating hours.
- **20. No Discrimination.** Contractor shall not discriminate on the grounds of race, color, religion, national origin, ancestry, age, or sex against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or State law. Contractor recognizes the right of Owner to take any action necessary to enforce this requirement.

21. Administration of this Agreement.

- A. The Kenai City Manager is the representative of the City in administering this Agreement.
- B. Contractor is responsible for the direct supervision of Contractor's personnel through Contractor's designated representative, and such representative shall in turn be available at all reasonable times to confer with the Owner's representative with

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 11 of 15

respect	to	the	services.	The	design	ated	repre	esentative	for	Contr	actor	is
					In the	event	that	Contracto	or's r	epreser	ntative	is
			e to serve			•		ive, Contr	actor	shall a	appoint	a
successo	or su	bject	to a writter	n approva	al of the	Owne	r.					

22. Notices. Any notice or communication required or permitted under this Agreement shall be in writing, addressed to the appropriate party at the address given below for the type of delivery, and given personally, by certified mail (return receipt requested), or by electronic mail. Notice by facsimile will NOT be accepted. All notices shall be effective upon the date of receipt, except if the notice or communication is received after 5:00 p.m. on a business day, or on a day that is not a business day of the receiving party, and then the notice or communication is deemed received at 8:00 a.m. on the next business day.

	210 Fidalgo Avenue Kenai, AK 99611 Attn: City Manager Email: teubank@kenai.city
Contractor:	
	ATTN:
	(physical address for hand delivery)

City of Kenai

Either party may change its address for notice by giving notice as provided herein to the other party.

(physical address for hand delivery)

23. Miscellaneous Provisions.

Owner.

- A. <u>No Lease</u>. This Agreement does not lease, rent, or otherwise convey any land or interest in real property or in the Facility or personal property of Owner's and in the Facility to Contractor.
- B. <u>Compliance with Laws</u>. In performing its obligations, Contractor will comply with all laws, ordinances, and regulations of duly-constituted public authorities now or later enacted.

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 12 of 15

- C. <u>Assignment and Subcontract</u>. Contractor shall not assign, subcontract, and/or transfer any right, obligation, or part of the services or work to be performed under this Agreement without prior written approval of the Owner. Any such assignment or transfer or subcontracting of services without the consent of Owner shall constitute a default of Contractor.
- D. <u>Assumption of Risk</u>. Contractor shall provide all proper safeguards and assume all risks incurred in performing the services.
- E. <u>No Waiver</u>. If Owner does not insist in any one or more instances on the strict performance by Contractor of any requirement under this Agreement, it is not a waiver or relinquishment for the future, but the requirement will continue in full force. An Owner waiver of any provision or requirement in this Agreement cannot be enforced nor relied on unless the waiver is in writing and signed on behalf of Owner.
- F. <u>Integration and Modification</u>. This Agreement contains the entire Agreement of the parties. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement or the performance of either party, are merged and integrated into this Agreement. This Agreement may not be modified except in writing signed by both parties.
- G. <u>Applicable Law/Venue</u>. In any dispute between the parties, the laws of the State of Alaska shall govern. If any such dispute results in a lawsuit, the parties will bring the lawsuit before the courts of the State of Alaska in the Third Judicial District at Kenai.
- H. <u>Attorney's Fees and Costs</u>. In the event that either party is in default in the performance of any of its obligations under this Agreement and any legal proceeding including arbitration is brought, the defaulting party shall pay to the other all actual costs and all expenses incurred in the action, including actual, reasonable attorney's fees.
- I. <u>Remedies</u>. No right or remedy here conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given, or now or later existing at law or in equity or by statute.
- J. <u>Rules of Interpretation</u>. Headings of Sections are solely for convenience of reference and shall not affect meaning, construction, or effect of this Agreement. Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa. Unless the context otherwise indicates, the use of the neuter, masculine, or feminine gender shall include the others as well.
- K. <u>Computation of Time</u>. If any due date for a report or notice required under this Agreement falls on a weekend or on a City of Kenai holiday, the report or notice will be timely if filed with Owner on the next regular business day.

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 13 of 15

- L. <u>Validity of Parts</u>. If any term, condition, or provision of this Agreement is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable.
- M. <u>Authority</u>. Contractor represents that Contractor has read this Agreement and Contractor agrees to be bound by its terms and conditions and that the person signing this Agreement is duly authorized to bind Contractor.
- N. <u>Effective Date</u>. This Agreement is effective upon the latter signature of all parties and approval by the Kenai City Council.

The parties have caused this Agreement to be executed in their respective names or by their duly authorized representatives.

CITY OF KENAI		CONTRACTOR	
By: Terry Eubank Its: City Manager	Date	By: Its:	Date
	ACKNOWLE	EDGMENTS	
STATE OF ALASKA THIRD JUDICIAL DISTRICT)) ss.)		
		d before me this day of f Kenai, an Alaska municipal cor	
		TARY PUBLIC for State of Alash Commission Expires:	ка

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 14 of 15

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT)ss)
The foregoing instrument was acknowl 202, by	
	NOTARY PUBLIC for State of Alaska My Commission Expires:
ATTEST:	
Shellie Saner, City Clerk	
SEAL:	
APPROVED AS TO FORM:	
Scott Bloom, City Attorney	

Kenai Visitor and Cultural Center Facility Management Services Agreement SAMPLE ONLY - ALL TERMS OF AGREEMENT SUBJECT TO NEGOTIATIONS Page 15 of 15

Tax Compliance Certification Kenai Peninsula Borough Finance Department

144 N. Binkley Street

Phone: (907) 714-2197

Soldofna, Alaska 99669-/599 www.kpb.us		or: (907) 714-217 Fax: (907) 714-237	
1.) Fill in all information requested. 2	2.) Sign and date. 3.) Submit v	vith solicitation, or oth	er. For Official Use Only
Reason for Certificate:		For Department	:
☐ Solicitation ☐ Other:		Dept. Contact:	
Business Name:			·
Business Type:	☐ Individual ☐ Corpora	ition 🗌 Partnershi	o Other:
Owner Name(s):			
Business Mailing Address:			
Business Telephone:		Business Fax:	
Email:			
Peninsula Borough? (If yes, please Yes No Kenai Peninsu contracting to do business with th	supply the following account la Borough Code of Ordinan le Kenai Peninsula Borough b	numbers and sign be aces, Chapter 5.28.14 be in compliance with	r personal property within the Kenai elow. If no, please sign below.) 0, requires that businesses/individuals a Borough tax provisions. No contract Borough Code of Ordinances in the
REAL/PERSONAL/BUSINESS PROF	PERTY ACCOUNTS	TAX ACCOUNTS	S/STATUS (TO BE COMPLETED BY KPB)
ACCT. NO.	ACCT. NAME	YEAR LAST PAID	BALANCE DUE
			In Compliance Notice Compliance
KPB Finance Department (signature	required)	Date	In Compliance
SALES TAX ACCOU	NTS	TAX ACCOUNTS	/STATUS (TO BE COMPLETED BY KPB)
	ACCT. NAME	FILED THRU	M/F's BALANCE DUE
			In Compliance 🔲 Not in Compliance
KPB Sales Tax Division (signature rec	- ηuired)	Date	
CERTIFICATION: I,(Name o	the		, hereby certify that, to the
(Name o best of my knowledge, the above i		(Title) (Date)	

Signature of Applicant (Required)

SAMPLE

Alaska Department of Commerce, Community, and Economic Development P.O. Box 110806, Juneau, Alaska 99811-0806

ALASKA BUSINESS LICENSE

The licensee named below holds Al	laska Business License Number
Covering the period of:	through
Line of Busine	ess:

COMPANY NAME

ADDRESS

Owner: NAME OF OWNER

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

Alaska Department of Commerce, Community, and Economic Development Commissioner:

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

		SAMPLE
No Effective: Expires:	STATE OF ALASKA DEPARTMENT OF COMMERCE, COMMUNITY & ECONOMIC DEVELOPMENT Division of Occupational Licensing	
	Division of Occupational Licensing	
	Certifies that	
	COMPANY NAME	
	Is a Registered	
	Specialty Commissioner: _	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUCER		CONTACT NAME:	312					
		PHONE (A/C, No. Ext):	FAX (A/C, No):	(C) (B)				
		E-MAIL ADDRESS:						
		INSURER(S) AFFORDING COVERAGE						
20 € 100 H200 100 100 100 100 100 100 100 100 100		INSURER A		:				
INSURED		INSURER B:						
a contract of the contract of		INSURER C:						
		INSURER D:						
		INSURER E :						
		INSURER F:						
COVERAGES	CERTIFICATE NUMBER:		REVISION NUMBER:					
INDICATED, NOTWITH	HAT THE POLICIES OF INSURANCE LISTED BELOW STANDING ANY REQUIREMENT, TERM OR CONDITI ISSUED OR MAY PERTAIN, THE INSURANCE AFFO	ON OF ANY CONTRACT OR OTHE	ER DOCUMENT WITH RESPECT TO	WHICH THIS				

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSF	TYPE OF INSURANCE	ADD	SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
(GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
A	SHAME MADE K OCCUR	х	х	7				MED EXP (Any one person)	\$	5,000
			+-					PERSONAL & ADV INJURY	\$	1,000,000
								GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
	X POLICY PRO-								5	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Δ	A X ANY AUTO ALL OWNED SCHEDULED X X X AUTOS AUTOS X X				8 8	BODILY INJURY (Per person)	\$	<u> </u>		
12		X				BODILY INJURY (Per accident)	\$			
	HIRED AUTOS NON-OWNED AUTOS	1	4-	1				PROPERTY DAMAGE (Per accident)	\$	
								Underinsured motorist	\$	1,000,000
	X UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
A	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	4,000,000
	DED TRETENTIONS 10,000				1704-170 July 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 - 190 -				\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000000				X WC STATU- OTH-		
	ANY PROPRIETO DOWN INFREZECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Li .		E.L. EACH ACCIDENT	\$	1,000,000		
			Jan B		E.L. DISEASE - EA EMPLOYEE	\$	1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below		X					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: PROJECT NAME

Certificate Holder is an Additional Insured on General Liability & Automobile policies, but only with respect to work done by or on behalf or the named insured for the project referenced. The Certificate Holder is granted Waiver of Subrogation on the General Liability, Automobile and Workers' Compensation policies as respects the referenced project

CERTIFICATE HOLDER	CANCELLATION					
City of Kenai	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
210 Fidalgo Ave Kenai, AK 99611	AUTHORIZED REPRESENTATIVE					

ACORD 25 (2010/05)