

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Port Director

ORDINANCE 24-16

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY24 CAPITAL BUDGET BY ACCEPTING AND
APPROPRIATING A DINGELL-JOHNSON SPORT FISH
RESTORATION ACT COOPERATIVE AGREEMENT AWARD FROM
THE ALASKA DEPARTMENT OF FISH AND GAME IN THE AMOUNT
OF \$41,950 FOR PHASE I OF THE FISH GRINDING BUILDING
REPLACEMENT PROJECT.

WHEREAS, The City's Fish Grinding Building annually processes a large amount of fish waste generated by commercial sport fishing activity and collected from the City's public fish cleaning tables for environmentally sound disposal; and

WHEREAS, Replacing the twenty-two-year-old, badly-corroded metal clad Fish Grinding Building with corrosion-resistant materials and correcting a site drainage/water quality issue is a project in the City's Capital Improvement Plan; and

WHEREAS, The City of Homer applied for and was awarded \$41,950 in Dingell-Johnson Sport Fish Restoration Act grant funds from the Alaska Department of Fish and Game (ADF&G) to complete project design and permitting (Phase I) for the Fish Grinding Building Replacement project; and

WHEREAS, Upon completion of Phase I of the project and receipt of a final construction budget, ADF&G will submit an amended application for Federal Assistance to request the additional funds needed for bidding and construction; and

WHEREAS, Construction costs in Phase II will be covered 75 percent by grant funds and 25 percent local match utilizing Fish Grinding Building Replacement funds budgeted in the FY2024 Capital Budget; and

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY24 Capital Budget by accepting and appropriating the Dingell-Johnson Cooperative Agreement #23-177 award from the State of Alaska Department of Fish and Game in the amount of \$41,950 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
415-XXXX	Dingell-Johnson Cooperative Agreement #23-177	\$41,950

Section 2. The City Manager is authorized to execute the appropriate documents.

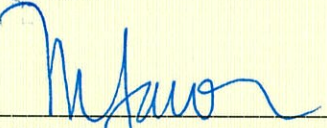
Section 3. This ordinance is a budget amendment only, is not of a permanent nature and is a non code ordinance.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this 11th day of March, 2024.

CITY OF HOMER


KEN CASTNER, MAYOR

ATTEST:


MELISSA JACOBSEN, MMC, CITY CLERK

YES: 6

NO: 0

ABSTAIN: 0

ABSENT: 0

Introduction: Feb. 26, 2024
Public Hearing: Mar. 11, 2024
Second Reading: Mar. 14, 2024
Effective Date: Mar. 15, 2024



MEMORANDUM

Ordinance 24-16, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Accepting and Appropriating a Dingell-Johnson Sport Fish Restoration Act Grant from the Alaska Department of Fish and Game in the Amount of \$41,950 for Phase I of the Fish Grinding Building Replacement Project. City Manager/Port Director.

Item Type: Backup Memorandum
Prepared For: Mayor and City Council
Date: February 21, 2024
From: Port Director Hawkins
Through: Rob Dumouchel

I am pleased to report that the City has been awarded a Dingell-Johnson Sport Fish Restoration Act grant from the Alaska Department of Fish and Game (ADF&G) to assist with replacing the Fish Grinding Building and completing drainage improvements to meet DEC standards.

The current 22-year old, metal clad building is rusting out in several areas, compromising its structural integrity and severely degrading electrical fixtures. The new proposed building will be constructed on the same concrete footprint, utilize existing utility hook ups and designed with corrosion-resistant materials to protect the fish grinder and associated equipment from the elements, saving on costly equipment maintenance and repairs. Site work completed as part of the project will create a drainage system in the tote storage area to insure the facility remains compliant with DEC regulations.

Under a Cooperative Agreement #23-177 with ADF&G, funding for the Fish Grinding Building improvements will proceed in two phases. The Ordinance before you for consideration provides \$41,950 in State and Federal grant funds to complete Phase I, design and permitting. Phase II is construction of the improvements. Once Phase I is complete and a final construction budget is submitted, ADF&G will submit an amended application for Federal Assistance to request the additional funds needed for bidding and construction. The City will be responsible for 25% match for Phase II.

Port and Harbor Reserve funds in the amount of \$100,000 that were originally appropriated in the FY22 Capital Budget (and renewed in the FY24 Capital Budget) for the Fish Grinding Replacement Project will be used for local match funds.

Recommendation: Accept and appropriate the Dingell-Johnson Sport Fish Restoration Act Cooperative Agreement for a grant in the amount of \$41,950 for Phase I of the replacement project.



Alaska Department of Fish and Game
Division of Administrative Services
P.O. Box 115526
Juneau, AK 99811-5526

Cooperative Agreement # 23-177

Title: Homer Harbor Fish Grinding Building Renovation, Project F-13-D-186

Between:

**Alaska Department of Fish and Game
Division of Sport Fish
and
City of Homer**

I. AUTHORITY:

This agreement is entered into by and between the Alaska Department of Fish and Game, Division of (hereinafter referred to as the "ADF&G" or the "Department") and the City of Homer (hereinafter referred to as "CITY").

ADF&G enters into this agreement under the authority of AS 36.30.850 (c), and the Federal Formula Grant Sport Fish Restoration, Homer Harbor Fish Grinding Building Renovation Program (USDOI, CFDA# 15.605, FAIN: F24AF00346-00, Project F-13-D-186 Boating Access Funding Coastal States Allocation: Marine 100%).

II. PURPOSE OF THE AGREEMENT:

This agreement will improve public recreational boating and sport fishing facilities by replacing the fish carcass grinding building and improving drainage to comply with regulatory requirements at the Fish Grinding Facility located at the City of Homer Small Boat Harbor. The City of Homer Port and Harbor Department manages several fish-cleaning tables where boating anglers clean their sport-caught fish. The discarded fish carcasses are transported from the fish cleaning tables to a grinding building where fish waste is mixed with saltwater and ground, then pumped to an underwater outfall into Kachemak Bay.

The existing 22-year-old fish grinding building has reached the end of its useful life and needs replacement. Due to salt air and the saltwater slurry used in the fish grinding process, the metal building has rusted in several areas compromising its structural integrity, as well as plumbing and electrical fixtures. In addition, drainage improvements to prevent fish waste from incorrectly entering a storm drain are needed to comply with regulatory requirements set by the Alaska Department of Environmental Conservation (DEC). This project will replace the fish grinding building with materials to withstand the salt environment, and correct water quality issues by creating a drainage system to ensure all fish leakage is channeled into the outfall line.

III. TERM OF THE AGREEMENT:

The effective date of this agreement shall be from the date of the final signature and expiring 12/31/2044. Federal Funding is approved through 12/31/2024; however, the design life of this facility is 20 years therefore this COOP will expire 12/31/2044.

IV. PROJECT OBJECTIVES:

This project will be divided into two phases: Phase I will provide design and permitting; Phase II will provide for construction of the improvements. Upon Completion of Phase I, ADF&G will submit an amended Application for Federal Assistance to request additional funds needed for bidding, and construction of the improvements (Phase II).

1. ADF&G and The CITY shall cooperate in making the improvements to be provided under this agreement. ADF&G shall provide design criteria for the improvements. The CITY shall be the leading agency in accomplishing all the work necessary to make the improvements. The CITY will be the lead agency responsible for hiring a consulting firm to provide design services and permitting. The CITY will also be the lead agency responsible for all construction related activities to complete the project. The project shall be designed by a professional engineer registered in the State of Alaska unless exempt under AS 08.48.331.
2. The CITY shall perform the following tasks in accomplishing this project:

Phase I: Design and land status: The design shall be of sufficient detail to allow the CITY to develop a project budget, obtain all required permits and dedicate the land as specified in paragraph VI.1. below. Any funds not used for Phase I tasks shall be available for construction-related (Phase II) activities.

Phase II: Construction bidding: The CITY shall not proceed to start work with its own personnel or advertising for contractor bids until notified in writing by ADF&G that USF&WS has approved the project. In the event USF&WS approval is not obtained by ADF&G or the non-federal match requirement cannot be acquired, this agreement shall be terminated. During the bidding process, the CITY shall send to ADF&G a copy of the bid package and all addenda that may be issued.

Construction: The CITY shall provide ADF&G with a copy of the proposed construction schedule. The CITY shall also promptly notify ADF&G of all changes made to the schedule or the design. At the completion of the construction work, the CITY shall provide ADF&G with a copy of the as-built plans. Reimbursement for construction work shall be contingent on ADF&G approval of work actually performed.

ADF&G review of designs, plans, specifications, or other project-related documents will be to ensure conformance to the purpose of this agreement and shall not constitute engineering review nor relieve the CITY from responsibility to prepare an adequate design, meet code compliance, or assure that cost principles are applied to change orders.

V. COVENANTS OF THE ALASKA DEPARTMENT OF FISH AND GAME:

1. To provide design criteria for the improvements (Phase I) for the future construction of the City Homer Small Boat Harbor fish grinding facility, hereinafter referred to as the "facility." Phase I will consist of design, permitting, and compliancy activities and Phase II will consist of construction-related activities. Once Phase I is complete, this agreement will be amended to address additional funding needed for Phase II of the project. The total estimated cost of Phase I is \$41,950. The source of funding for Phase I shall be 75% from the Federal Aid in Sport Fish Restoration Act (Dingell- Johnson/Wallop-Breaux) and 25% from ADF&G matching funds. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).
2. To authorize the CITY to continue to manage and maintain the fish cleaning and fish waste disposal facility as a CITY facility, which will be operated primarily for the benefit of recreational power boaters and sport anglers.
3. To perform a final inspection of the completed project to verify compliance with this agreement.

VI. COVENANTS OF THE CITY OF HOMER:

The CITY will be the lead agency in accomplishing all work necessary to make the improvements. The CITY will be the lead agency responsible for hiring a consulting firm to provide permitting and design services. The CITY will also be the lead agency responsible for all construction related activities to complete the project.

1. To dedicate to this project, the CITY owned uplands and/or tidelands under and immediately adjacent to the facility. The parcel shall be used exclusively for the facility and related uses incidental to this project. The CITY fish cleaning tables and fish grinding facility locations are shown on Attachment A.

The CITY warrants that it has the right, power, and authority to construct the improvements on the property and that there are no restrictions, covenants, easements, rights-of-way, or uses which would prevent the CITY from constructing the improvements on the property.

2. To complete the construction of the facility funded by this agreement prior to 12/31/2024. In the event the funding provided by ADF&G is not sufficient to cover all costs incurred by the CITY in completing this project, the CITY shall provide all additional funding that may be needed; provided, however, that the CITY shall not be obligated to provide additional funding for Phase II of the project unless and until this agreement is amended by mutual agreement to address additional funding needed for Phase II
3. To manage and maintain the facility for public use until 12/31/2044. The facility will be managed primarily for the benefit of the recreational boating and sport fishing public to clean sport caught fish. No change in this use will be made without prior written approval of ADF&G.
4. Management activities and maintenance services shall ensure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal use.
5. ADF&G will consider the CITY in default of this agreement if the CITY fails to provide adequate management or maintenance, or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers. Reasonable regulation of use of the facility and temporary closure for maintenance and repair shall not constitute a denial of access to the facility.
6. To obtain and comply with all federal, state, and local permits required for construction and maintenance of the project.
7. To install a sign identifying the participation of ADF&G, the Federal Aid in Sport Fish Restoration program, and sport anglers in facility development. To install additional signage as deemed appropriate, to indicate that the primary use of the facility is for the benefit of the recreational boating and sport fishing public.
8. To be responsible, for a period of one year from the date of ADF&G's final inspection, for correcting all defects in the design or construction when the defect is brought to the attention of the CITY, without additional cost to ADF&G. Liability for damages to persons and arising out of the Project and caused by inferior or defective equipment or workmanship, or which not in accordance with the terms of this agreement shall be borne by the CITY in accordance with Alaska law. The forgoing shall not be construed to limit or restrict the liability of any third-party for such claim or for contribution to same.
9. To maintain adequate insurance in conjunction with the design, construction, and maintenance of the improvements.
10. The CITY shall perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:
 - a. Local Building Codes - the CITY shall comply with applicable local buildings codes and shall obtain a building permit if required (AS 35.10.025).
 - b. Historic Preservation - the CITY shall comply with AS 41.35.070 to preserve historic, prehistoric, and archeological resources threatened by public construction.
 - c. Public Contracts - the CITY shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.
 - d. Political Activity - Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
 - e. Civil Rights - Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title I, II & III of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, on the grounds of race, color, national

origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.

- f. Allowable costs/Cost principles - OMB 2 CFR 200 establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness and allocability.
 - g. Drug-free Workplace Act - the CITY, by signing this agreement, certifies that they will provide a drug-free workplace.
 - h. Debarment/Suspension – The CITY, by signing this agreement, certifies that neither it, nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
 - i. Audits- The CITY acknowledges that 75% of the funding for this agreement is from the Federal Aid office of the U.S. Fish and Wildlife Service under CFDA 15.605. THE CITY acknowledges that receipt of federal funds may create audit requirements under OMB 2 CFR 200.
 - j. Workers Compensation Insurance – The CITY shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
 - k. Open Competition – The CITY shall comply with Executive Order 14063 dated February 4, 2022, prohibiting any requirements or bidding preferences based on contractor affiliation with labor organizations.
11. If the CITY handles hazardous materials on the site, the CITY agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.

In the event of a hazardous materials spill by the CITY or the public using the site, the CITY shall act promptly, at its own expense, to contain the spill, repair any damage, absorb, and clean up the spill area, and restore the site to a condition satisfactory to the ADF&G and in accordance with applicable federal, state, and local laws. The CITY shall be the lead agency in requesting additional funds from the legislature to cover the cost of spill clean-up. ADF&G shall support such requests.

If contamination of the site occurs as a result of the CITY's negligence, reckless or misconduct in the management of the site, the CITY shall indemnify, defend, and hold harmless the ADF&G from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

VII. POINTS OF CONTACT:

ADF&G Contacts:

Primary Point of Contact: Tracy Smith, ADFG Fishery Biologist 4, 907-746-6337, tracy.smith@alaska.gov.
Twyla Anderson, ADFG Accounting Technician 3, 907-465-1388, dfg.dsf.boat.access@alaska.gov.

City of Homer Contacts:

Primary Point of Contact: Jennifer Carroll, Cooperator Project Leader, 907-435-3101, jcarroll@ci.homer.ak.us.
Rob Dumouchel, City of Homer, City Manager, 491 E Pioneer Avenue, Homer, AK 99603, 907-235-8121, citymanager@cityofhomer-ak.us.

VIII. FINANCIAL CONSIDERATIONS:

This project is funded by the U.S. Department of the Interior, CFDA 15.605, FAIN# F24AF00346-00, \$31,462.50 75% Fed / \$10,487.50 25 % Fish & Game (Phase I). Upon Completion of Phase I, ADF&G will submit an amended Application for Federal Assistance to request additional funds needed for Phase II. The CITY of Homer will be responsible for providing the 25% Match in Phase II. 75% Fed / 25% City of Homer (Phase II).

The CITY will be reimbursed only for the cost of work actually completed which is directly related and allocable to the project and which ADF&G has approved. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the CITY. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late payment, ADF&G will not pay late fees. Requests for reimbursement shall be emailed no more frequently than once a month to Tracy Smith at: Tracy.smith@alaska.gov.

The CITY shall maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of the agreement. These records shall be made available to the state for audit purposes. With the exception of the initial and final payment, requests for reimbursement shall be in amounts not less than \$25,000. If the CITY chooses to make monthly billings, such billings will be held by ADF&G until the total amount reaches at least \$25,000.

IX. FEDERAL COMPLIANCE REQUIREMENTS:

1. Political Activity – Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
2. Civil Rights – No person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.
3. Allowable Costs/Cost Principles – 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", establishes principles and standards for determining costs for Federal awardees carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and federally-recognized Indian tribal governments (governmental units). A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness, and allocability.
4. Drug-Free Workplace Act – THE CITY OF HOMER, by signing this agreement, certifies that they will provide a drug-free workplace.
5. Debarment/Suspension – THE CITY OF HOMER, by signing this agreement, certifies that neither it, nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
6. Where THE CITY OF HOMER is unable to certify to any of the statements in this certification, THE CITY OF HOMER shall attach an explanation to this agreement.
7. The terms of the Build America, Buy America Act apply to this project.
Pursuant to Section 70914 of the Infrastructure Investment and Jobs Act (Public Law 117-58) and the Build America, Buy America Act requires that on or after May 14, 2022, none of the funds under a Federal award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. "[Buy America Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements](#)" | [U.S. Department of the Interior](#)
8. Audits – THE CITY OF HOMER acknowledges that 75% of the funding for this agreement is from the Federal Formula Grant, Sport Fish Restoration, CFDA 15.605. THE CITY OF HOMER acknowledges that receipt of federal funds may create audit requirements under OMB 2 CFR 200.

X. GENERAL PROVISIONS

1. Nothing in this agreement shall obligate any party in the expenditure of funds, or for future payments of money, in excess of appropriations authorized by law.
2. Each party agrees that it will be responsible for its own acts and omissions including those of its officers, agents, and employees for damages to property or injury to persons occasioned by each party's own acts or omissions in connection with the terms of this agreement.
3. Both parties agree to comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
4. Each party will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
5. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
6. Policy and position announcements relating specifically to this cooperative program may be made only by mutual consent of the agencies.
7. The effective date of this agreement shall be upon final signature.
8. The termination date of this agreement shall be 12/31/2044. However, either party may terminate its participation in this agreement by providing the other party notice in writing 30 days in advance of the date on which its termination becomes effective.

a. Agreement expires on 12/31/2044:

ADF&G shall have the option to negotiate an extension of this agreement with The CITY for the continued use of the facility for sport fishing's benefit. ADF&G shall have 90 days after the expiration of this agreement in which to notify The CITY of its intent to exercise this option. If ADF&G does not exercise this option, all improvements shall become the property of the CITY.

b. ADF&G terminates its involvement:

If prior to 12/31/2044, ADF&G finds that there is no longer a need for the sport fishing improvements covered by this agreement, then this agreement shall be terminated. Improvements funded by ADF&G shall become the property of The CITY at no additional cost to the CITY.

c. The CITY terminates its involvement:

If prior to 12/31/2044, The CITY closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of this agreement, this agreement shall be terminated, and The CITY shall reimburse ADF&G:

- i. An amount equal to 5 percent of the total project funding provided by ADF&G for each full year remaining in the initial term of this agreement between the date of termination and 12/31/2044 (e.g., if three years remain, an amount equal to 15 percent of the total project funding provided by ADF&G); and
- ii. The appraised fair market value, as of the date of The CITY's termination, of any land acquired for the project with ADF&G funds.

This agreement shall be terminated when The CITY's reimbursement to ADF&G is completed. The CITY shall not be required to reimburse ADF&G in the event the facility must be closed to protect public safety because of casualty damage arising from a catastrophic occurrence.

9. A free exchange of research and assessment data among agencies is encouraged and is necessary to ensure the success of these cooperative studies.
10. The CITY, and any agents or employees act in an independent capacity and not as officers, employees, or agents of the State in performance under this agreement.
11. This agreement may be amended by mutual written consent of the parties.
12. The CITY, by signing this agreement, certifies that neither it, nor its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
13. Force Majeure: The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
14. The CITY shall indemnify, hold harmless and defend ADF&G from and against any claim of, or liability for error, omission, or negligent act of The CITY under this agreement. The CITY shall not be required to indemnify ADF&G for a claim of, or liability for, the independent negligence of ADF&G. If there is a claim of, or liability for, the joint negligent error or omission of The CITY and the independent negligence of ADF&G, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CITY" and "ADF&G" as used within this paragraph, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in ADF&G's selection, administration, monitoring or controlling of the CITY and in approving or accepting the CITY's work.
15. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.

XI. APPROVING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of last signature below.

THE CITY OF HOMER

Rob Dumouchel, City Manager
City of Homer

Date

ALASKA DEPARTMENT OF FISH AND GAME

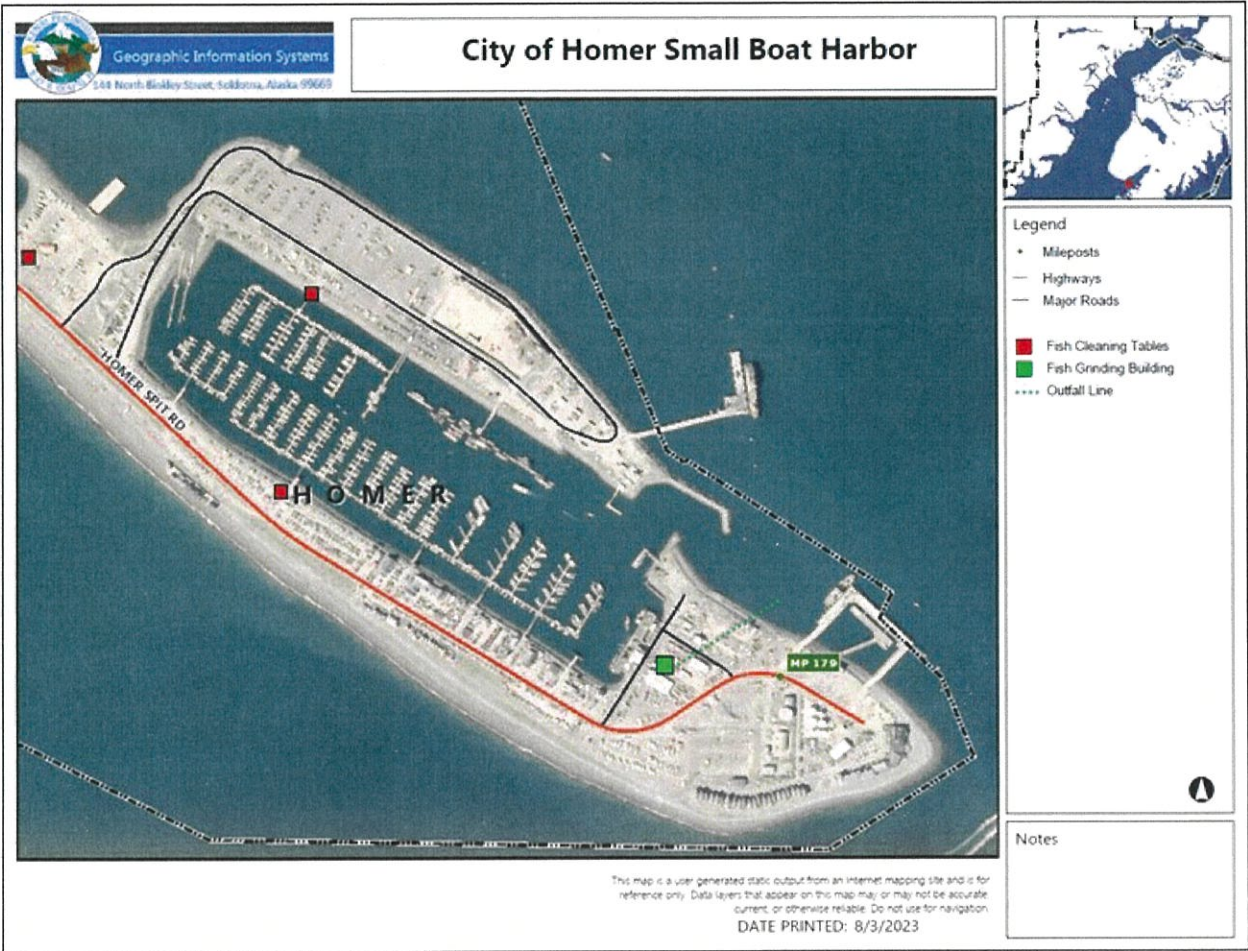
Israel Payton, Director
Division of Sport Fish

Date

Bonnie N. Jensen, Director
Division of Administrative Services

Date

Attachment A: Fish cleaning tables and grinding building locations.



APPENDIX A INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency," as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

