

AGREEMENT FOR OPERATION OF NOME SENIOR CENTER

Recitals:

WHEREAS, the Nome Community Center, Inc. (“NCC”) is willing to operate the Nome Senior Citizen facility owned by the City of Nome (“City”) commonly known as the XYZ Center located on Lot 5A, Block E, Plat No. 81-16, Nome Recording District, Second Judicial District, State of Alaska at 104 Division Street; and to undertake efforts to provide and promote participation in programs to benefit senior citizens; and

WHEREAS, the City of Nome has from time to time appropriated funds for operation of the Nome Senior Citizen Center (“XYZ Center”) and anticipates making future annual appropriations for operation of the XYZ Center.

In consideration of the above recitals and purposes named the parties hereby agree as follows:

A. City of Nome Obligations.

Commencing July 1, 2021, City shall:

1. Subject to annual appropriation by the City Council, maintain the exterior of the XYZ Center including, but not limited to, sidewalk and stair and mobility ramp snow removal, exterior painting, and structural integrity.
2. Continue to provide NCC a month to month no cost lease on all furniture, fixtures, and equipment in the XYZ Center that are owned by the City. A listing of what is owned by the City is attached to this agreement as Exhibit A. The City may remove or utilize such items at any time in the future as the City deems advisable upon giving reasonable notice to the NCC.
3. Continue to allow use of the XYZ Center by NCC for rent of \$0 per month.
4. Subject to annual appropriation by the City Council, provide and pay for utility service (heat, electricity, water, sewer and garbage) to the XYZ Center.
5. Subject to annual appropriation by the City Council, maintain certain fixtures and improvements in the XYZ Center including, but not limited to, freezers, plumbing, and heating and ventilation systems.

B. NCC Obligations.

1. Commencing July 1, 2021, the NCC shall:

e. The City may, in its sole discretion, remove and store any or all property not timely removed from the Center. Storage shall be for the account and at the expense of NCC, and without liability for loss thereof or damage thereto on the part of the City. If after a period of thirty (30) days or more NCC has not retrieved its property from storage and paid City the reasonable cost of storage, the City may sell any or all of such property at a public or private sale. The City shall mail written notice of such sale to NCC at least ten (10) days prior to sale. The notice shall state the date, time and place of the sale. The City may set the time, place and manner of the sale in its sole discretion. The proceeds of any such sale shall be applied first to the costs of sale (including reasonable attorney's fees), and then to storage charges. Any remaining balance shall be mailed to NCC.

3. **Improvements to XYZ Center.** NCC may make improvements to the interior of the XYZ Center, however, removal or relocation of doors, walls or windows requires the written permission of the City of Nome.

4. **Non-Discrimination.** The NCC shall not discriminate against any person or persons or exclude any persons from participation in the Center's operations, programs, or activities conducted on the City's premises because of race, color, sex, handicap, national origin, or religion.

5. **Indemnification/Insurance.**

(a) NCC shall defend, indemnify and save harmless the City, its agents or employees from and against any and all claims, demands and causes of action of any nature whatsoever, and any expenses incident to defense of and by the City therefrom, for any injury to or death of persons or loss of or damage to property in any manner arising out of NCC's use and occupation of the XYZ Center or performance of this Agreement, except to the extent caused by the sole negligence of the City.

(b) In addition, NCC shall procure and maintain commercial general liability insurance coverage written by responsible insurer(s) licensed to do business in the State of Alaska, naming the City as an additional named insured, which coverage, shall not be less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate, including death, property damage and personal injury liability. NCC shall also obtain "all risks" property insurance for all contents of the XYZ Center whether NCC's personal property or City's personal property, in an amount at least equal to the replacement cost of all NCC's fixtures and improvements in the XYZ Center. Such insurance shall also be written by responsible insurer(s) licensed to do business in the State of Alaska, and shall name the City as an additional named insured. NCC agrees to furnish certificates of insurance evidencing such insurance coverage to the City at or before the effective date of this Agreement. NCC further agrees to immediately notify the City of any cancellation, termination or decrease in its insurance. The certificates of insurance shall contain an endorsement providing for not less than thirty (30) days' notice to the City of intent to cancel or decrease the insurance. NCC shall also maintain required Workers' Compensation insurance. If

(b) The City shall not be in default of any of its obligations hereunder unless and until it shall have unreasonably failed to perform said obligation within thirty (30) days, or such additional time as may be reasonably required, after receipt of written notice by the City specifying the default.

10. **Notices.** Any and all notices required or permitted under this Agreement, unless otherwise specified in writing by the party whose address is changed, shall be addressed as follows:

THE CITY: City of Nome
P. O. Box 281
Nome, AK 99762
Attn: City Manager

THE NCC: Nome Community Center, Inc.
P.O. Box 98
Nome, AK 99762
Attn: Executive Director

11. **Rights or Remedies.** No right or remedy herein conferred upon or reserved to the NCC or City 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 hereunder, or now or hereafter existing at law or in equity or by statute.

12. **Waiver and Forbearance.** Except to the extent that such party may have otherwise agreed in writing, no waiver by a party of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach.

13. **Inspection.** The City will retain a key to the Center. City may inspect the XYZ Center at its convenience without prior notice to NCC.

14. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

15. **Assignment or Subletting.** NCC shall not assign or sublet or grant a security interest in this Agreement without the prior written consent of the City.

16. **Integration and Modification.** This document contains the entire agreement of the parties hereto. 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 hereto are merged and integrated into the terms of this document. This Agreement may not be modified or amended except by a writing signed by both parties

[illegible]

The Foregoing Instrument was acknowledged before me by _____
_____ of the Nome Community Center, Inc. this ____ day of June,
2021.

Witness my hand and seal.

Notary Public for Alaska
My Commission Expires: _____

INVENTORY - NOME COMMUNITY CENTER
Office Furniture and Equipment

1. DESKS – 10
 2. ROLLING DESK CHAIRS - 9
 3. COMPUTERS – 8 plus those in the IT room
 4. FILE CABINETS, 4-DRAWER – 8
 5. FILE CABINETS, 2-DRAWER – 4
 6. FILE CABINET – 1 extra large, double wide, tall; 1 double wide, short
 7. BOOKSHELVES, TALL – 4
 8. PRINTERS – 2
 9. COPIERS, CANON – 2
 10. LAMINATOR – 1
 11. TELEPHONES – 9
 12. PAPER SHREDDERS – 2
 13. PAPER CUTTERS – 2
 14. LARGE DINING ROOM TABLE – 1
 15. TALL PADDED BAR STOOLS – 12
 16. WAITING ROOM CHAIRS, padded, arms – 6
 17. SMALL TABLE WITH 2 CHAIRS
 18. SMALL SHELF UNITS – 3
 19. LARGE DISPLAY CASE – 2
 20. SMALL WAITING ROOM TABLES – 2
 21. FANS – 3
 22. MAILBOX SHELVING UNIT – 1
 23. WOOD HIGH-BACK ARMCHAIRS – 2
- IT ROOM:
24. SERVERS
 25. TELEPHONE EQUIPMENT
 26. COMPUTERS
 27. HARDWARE & SOFTWARE
 28. PLOTTER
 29. PHOTOGRAPHY EQUIPMENT
 30. LARGE WOOD TOP TABLE
 31. LARGE LAMINATOR
 32. TALL BOOKSHELF
 33. FILE CABINETS, 4-DRAWER – 2
 34. ROLLING DESK CHAIRS - 3

List compiled 9/4/21