

SHARED SERVICES AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH,
THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES, AND ALASKA
DEPARTMENT OF FISH & GAME

The Kenai Peninsula Borough (KPB), the State of Alaska Department of Natural Resources (DNR), and the Alaska Department of Fish & Game (ADF&G), agree that the KPB will provide the following services for the Kenai River Center to ensure continued operation and maintenance of the Kenai River Center situated on Tract 1A, Soldotna Airport Property Funny River Road Realignment Addn Pt 1, Plat No. 2011-022, Kenai Recording District, located at 514 Funny River Road, Soldotna, Alaska, under lease agreements with the respective parties. Any or all revisions, disputes or procedural additions to this agreement shall be determined by mutual agreement. If disputes cannot be resolved by mutual agreement of the parties, the parties shall undergo mediation with a mediator chosen by mutual agreement of the parties. If disputes are not resolved through mediation, then the parties may submit to binding arbitration. No part of this agreement will supersede the respective leases, which are hereby attached and incorporated herein by reference.

EXEMPT EMPLOYEE WORKSPACES

The workspaces for the following types of employees are exempt from allocation calculation of shared costs for shared services, provided that the workspace is situated in a "shared use area": administrative support, education and outreach, temporary, part time and volunteer, specifically including workspaces for each agency's secretarial position(s).

ALLOCATION OF SPACE

The total allocated space is 1,202 square feet. Allocation of space is as follows:

Kenai Peninsula Borough:

Room Numbers: **101** – 167 SF
 102 – 195 SF
 103 – 172 SF
 104 – 143 SF
 107 – 131 SF

*totaling 808 square feet.

State of Alaska, Department of Fish & Game:

Room Numbers: **105** – 132 SF
 108 – 130 SF

*totaling 262 square feet.

State of Alaska, Division of Parks & Outdoor Recreation:

Room Numbers: **106** – 132 SF

*totaling 132 square feet.

SERVICES SHARED

The cost for Services 1 through 7 below will be allocated and billed to the parties in accordance with the Supplemental Billing Worksheet. The allocation of costs is based on the above office space allocated to each party and is as follows:

KPB: 67.0% of total monthly service cost
ADF&G: 22.0% of total monthly service cost
ADPOR: 11.0% of total monthly service cost.

These percentages are subject to change only by mutual agreement of the parties.

The estimated costs for these services shall be submitted by May 31 of each year on a supplemental worksheet by the KPB and billed accordingly, beginning on July 1 of each year. Audits shall be performed annually, unless otherwise agreed to by both parties. The billing worksheet is supplemental to this agreement and shall serve as the method for billing determination. Adjustments of the worksheet may be made only by mutual agreement of KPB and the State of Alaska or their designated service agencies.

1. Janitorial & Security Services.

These shall include complete janitorial services to be provided five (5) days a week, during business hours. Included in the service will be standard public facility level cleaning of all areas of the building, specifically high and low dusting, vacuuming all carpeted floor surfaces, mopping all hard floor surfaces, cleaning all plumbing fixtures and counter tops, emptying all trash containers and replacing liners as necessary, replenishing all paper and soap dispensers as necessary, and other tasks incidental to daily cleaning. Consumable supplies included in this service are paper towels, toilet tissue, soap dispenser hand soap, toilet seat protectors, trash can liners, and air fresheners (in rest rooms). Security services include securing of all doors and windows and activating all security alarms.

2. Facility Maintenance.

Facility maintenance shall include daily building maintenance which shall consist of standard public facility level maintenance of the building, specifically preventive maintenance as specified by the building equipment manufacturers, lamp replacement, filter replacement, life safety systems testing and inspections, ceiling panel repair/replacement, minor electrical and plumbing repairs, painting, and other incidental (normal wear and tear) building repairs as necessary. This does not obligate KPB to maintain any major movable equipment. Facility maintenance shall also include complete summer and winter parking lot and grounds maintenance. Summer maintenance will include a spring cleanup of all parking lot and sidewalk surfaces of residual sand and dirt, mowing of all grass, weeding of all landscaped areas, tree trimming (as necessary), regular watering of all plants and grass, and proper disposal of all waste generated by grounds maintenance activities. Winter maintenance shall include all snow plowing and removal (as required for pedestrian safety) from all driveways, parking surfaces, and sidewalks and entrances, and sanding as necessary.

3. Contract Services.

These services include continuous monitoring of the digital control, security and fire alarm systems (if contracted), as well as services included by warranty at no cost. Telephonic service systems shall be provided and serviced. Dumpster and portable toilets shall be provided. Waste

disposal will occur as necessary.

4. Standard Utilities.

These services include monthly electric, water, and natural gas supply, and septic tank pumping.

5. Shared Office Equipment, Supplies and Rentals.

These services include regular maintenance and necessary repairs to shared office equipment, supplies and rentals, including television, VCR, speaker phones, projectors, copy machines, fax machines, shared printers, demonstration items, and the computer network server.

6. Casualty Insurance.

This shall include risk replacement cost property insurance on the building and its fixtures excluding fixtures and equipment installed by occupants for their unique use. This item includes any deductible applied due to loss. The costs associated with this item will be borne by the KPB for the first lease year. Commencing July 1, 2020, the costs associated with this item shall be allocated each party.

7. Major Building Repairs and System Replacement.

All major building or building systems repair, replacement, and renewal expenses will be shared by the building occupants based upon the percent of building square footage utilized by each occupant. All such repairs, replacements, and renewals shall be handled directly by the KPB. The KPB shall establish a fund for the purpose of funding such future major repairs, replacements, and renewals with annual installments paid by all parties commencing on July 1, 2020, in the amount of ten thousand dollars (\$10,000). Annual installments will be amortized for billing and payment procedures as agreed to by the parties and included on the supplemental billing worksheet. Interest earned by the fund shall be a part of the fund. An annual audit is required of this fund to confirm balance, interest, facility value and expenses. The results of the audit will be provided to all parties. The parties by mutual agreement may alter the required contribution or use of accumulated balances.

8. Services Not Shared.

Except for expenditures to maintain the overall condition or integrity of the premises, any charges for repairs, renovations or modifications for the benefit of one party shall be assigned solely to the party benefiting. Each party will be responsible for the cost of maintenance or repair in its area of the building, except as stipulated in the shared services agreement or as otherwise provided by written agreement. The cost of services not shared but provided by KPB at the request of either DNR or EPA shall be based upon the total of actual labor, materials, supplies, freight, contracted services and other costs, plus 10 percent for administration.

All term and conditions of the agreement are agreeable and accepted in their entirety by the signing parties.

Kenai Peninsula Borough:

Charlie Pierce,
Mayor

Date

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA

)

)ss.

THIRD JUDICIAL DISTRICT

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

Notary Public in and for Alaska
My commission expires: _____

Christopher Brooks,
Director of Support Services

Date _____

NOTARY ACKNOWLEDGMENT

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by Christopher Brooks, the Support Services Director, for and on behalf of the State of Alaska, Department of Natural Resources.

Notary Public in and for Alaska
My commission expires: _____

Return to: Kenai Peninsula Borough
Land Management Division
144 N. Binkley Street
Soldotna, AK 99669

SHARED SERVICES AGREEMENT BETWEEN THE KENAI PENINSULA BOROUGH,
THE STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES, AND ALASKA
DEPARTMENT OF FISH & GAME

SUPPLEMENTAL BILLING WORKSHEET

The following annual service costs for the period of July 1, 2020 to June 30, 2021 are estimates of the Kenai Peninsula Borough and are based on current costs or quotes, or are projected from previous costs. The amounts shown on this worksheet may vary from actual costs incurred and will be accounted for and adjusted during scheduled audits, *as* specified in the Shared Service Agreement.

1. Janitorial & Security Services	Total Facility Estimate	\$16,500
	Administration & Contingency	\$0
	KPB Share (67.0%)	\$11,055
	ADF&G Share (22.0%)	\$3,630
	ADPOR Share (11.0%)	\$1,815
2. Facility Maintenance	Total Facility Estimate	\$21,000
	Administration & Contingency	\$0
	KPB Share (67.0%)	\$14,070
	ADF&G Share (22.0%)	\$4,620
	ADPOR Share (11.0%)	\$2,310
3. Contract Services	Total Facility Estimate	\$8,020
	Administration & Contingency	\$0
	KPB Share (67.0%)	\$5,373.40
	ADF&G Share (22.0%)	\$ 1,764.40
	ADOPR Share (11.0%)	\$882.20
4. Utilities	Total Facility Estimate	\$37,000
	Administration & Contingency	\$0
	KPB Share (67.0%)	\$24,790
	ADF&G Share (22.0%)	\$8,140
	ADPOR Share (11.0%)	\$4,070
5. Shared Office Equipment, Supplies, and Rentals	Total Facility Estimate	\$4,500
	Administration & Contingency	\$0
	KPB Share (67.0%)	\$3,015
	ADF&G Share (22.0%)	\$990
	ADPOR Share (11.0%)	\$495

6. Casualty / Risk Insurance	Total Facility Estimate	\$21,703
	Administration & Contingency	\$0
	KPB Share (67.0%)	\$14,541.01
	ADF&G Share (22.0%)	\$4,774.66
	ADPOR Share (11.0%)	\$2,387.33
7. Capital Repair/Replacement	Total Facility Estimate	\$10,000.00
	Administration & Contingency	\$0
	KPB Share (67.0%)	\$6,700.00
	ADF&G Share (22.0%)	\$2,200.00
	ADPOR Share (11.0%)	\$1,100.00
TOTALS		\$118,723
KPB		\$79,544.41
ADF&G		\$26,119.06
ADPOR		\$13,059.53

Total quarterly amount to be billed to ADF&G by KPB	\$6,529.76
Total quarterly amount to be billed to ADPOR by KPB	\$3,264.88

Bill To:

State of Alaska, ADF&G

State of Alaska, DNR
550 West 7th Avenue, Suite 1230
Anchorage, AK 99501

Kenai Peninsula Borough

Charlie Pierce, Mayor

State of Alaska
Alaska Department of Fish & Game

State of Alaska
Department of Natural Resources

Support Services Manager

Christopher Brooks,
Support Services Manager