

By: Recreation Services
Adopted: May 14, 2018
Yes: Burney, Dryden, Graham, Harvey, Ledford, O'Barr
No: None
Absent: None

**City of Wasilla
Resolution Serial No. 18-14**

A Resolution Of The Wasilla City Council Authorizing The Mayor To Execute A Professional Services Agreement With Matanuska Telephone Association Offering Marketing Services, Facility Rental, and Naming Rights To The Curtis D. Menard Memorial Sports Center's Turf Arena For \$180,000 Over A Three-Year Term.

WHEREAS, the Curtis D. Menard Memorial Sports Center is a premiere sports and events facility in the Matanuska-Susitna Borough; and

WHEREAS, the Menard Center is a highly recognized and utilized community facility that hosts a variety of local, regional and state-wide events, tournaments, trade shows, graduations, and banquets; and

WHEREAS, the Matanuska Telephone Association, a locally owned cooperative by the people of the area, see the benefit of sponsorship and advertising to serve their customers and to increase the branding success of their company; and

WHEREAS, naming rights of the turf arena would accomplish the goal of increased awareness for Matanuska Telephone Association while also providing valuable funding that contributes to the operations and programs of the Menard Center.

NOW, THEREFORE, BE IT RESOLVED, that the Wasilla City Council authorizes the Mayor to execute a professional services agreement with Matanuska Telephone Association offering marketing services, facility rental, and naming rights to the Curtis D. Menard Memorial Sports Center's Turf Arena for \$180,000 over a three-year term.

ADOPTED by the Wasilla City Council on May 14, 2018.


BERT L. COTTLE, Mayor

ATTEST:


JAMIE NEWMAN, MMC, City Clerk

[SEAL]

CITY OF
WASILLA
 • ALASKA •

CITY COUNCIL LEGISLATION STAFF REPORT

Resolution Serial No. 18-14: A Resolution Of The Wasilla City Council Authorizing The Mayor To Execute A Professional Services Agreement With Matanuska Telephone Association Offering Marketing Services, Facility Rental, and Naming Rights To The Curtis D. Menard Memorial Sports Center's Turf Arena For \$180,000 Over A Three-Year Term.

Originator: Joan Klapperich, Director Recreation Services
 Date: 5/2/2018 Agenda of: 5/14/2018

Route to:	Department Head	Signature	Date
	Chief of Police		
	Public Works Director		
X	Recreation Services Director	<i>Joan Klapperich</i>	5-2-18
X	Finance Director	<i>[Signature]</i>	5-2-18
X	Deputy Administrator	<i>[Signature]</i>	5/2/18
X	City Clerk	<i>[Signature]</i>	5/2/18

Reviewed by Mayor Bert L. Cottle: *[Signature]* 05/04/2018

Fiscal Impact: yes or no **Funds Available:** yes or no

Account name/number:

Sports Complex / Facility Rental Fees	340-4500-347.50-05	\$ 7,500
Sports Complex / Advertising	340-4500-347.50-01	\$25,500
Sports Complex / Advertising-Naming Rights	340-4500-347.50-04	\$27,000

Attachments: Resolution Serial No. 18-14 (2 pages)
 Matanuska Telephone Association Professional Services Agreement (2 pages)
 Curtis D. Menard Memorial Sports Center Advertising & Marketing Proposal (5 pages)

Summary Statement:
 The adoption of this Professional Services Agreement with the Matanuska Telephone Association will further the goals set forth by the City Council to increase revenues for the Curtis D. Menard Memorial Sports Center granting the Matanuska Telephone Company naming rights to the Center's turf arena.

This agreement will allow advertising and promotional signage to be placed inside the facility; including an in-ice logo during the season, advertising on the top half of the ice re-surfacer, (Zamboni), dasher board sign, banner on the track, three banners in the turf arena, painted logo on

the wall of the turf arena, MTA painted imprint on turf field, and welcome sign entering the turf arena. Other signage includes illuminated dual-sided reader board space (located on main digital outdoor reader board below main sign).

Promotional advertising will include name mentions and media exposure of the MTA Turf Arena depicting venue site, MTA logo on Menard staff shirt sleeves.

Additionally, an annual credit of \$7,500 may be used toward facility rental for any of their hosted events (annual meeting, holiday parties, etc.). The credit expires annually and may not be carried into the subsequent year.

This agreement is for a three-year term beginning June 1, 2018 and concluding May 31, 2021, valued at \$60,000 annually or \$180,000 over the term of the agreement.

The cost of this agreement shall be initially absorbed in the current operating budget. Additional funds may be requested if the overall promotional revenues exceed the current year plan.

Recommended Action: Adopt resolution.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered as of the 1st day of June, 2018 ("Effective Date"), between **Matanuska Telephone Association, Incorporated. ("MTA")** with a place of business at 1740 South Chugach Street, Palmer, Alaska 99645, and **City of Wasilla, Menard Sports Center ("Consultant")** with a place of business at 1001 S Clapp St, Wasilla, Alaska 99654. Hereinafter, MTA and Consultant may be individually referred to as "Party", or collectively referred to as "Parties". In consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES. Consultant shall provide all management and labor, and apply all skills, experience and knowledge, necessary to perform the following services (collectively, "Services"): **Naming Rights to the City of Wasilla Menard Sports Center & Advertising Agreement as noted in attachment #1.** The Services shall commence no earlier than the Effective Date. The following attachments (if checked and identified) are included as part of this Agreement:

Attachment #1: **City of Wasilla Naming Rights Contract & Scope of Advertising.**

Attachment #2:

2. COMPENSATION. Consultant shall be compensated for the Services rendered pursuant to this Agreement based on annual amount. If compensation is based on a rate per hour, MTA shall be invoiced only for actual time worked. Travel time shall not be included in billable hours. There shall be no overtime premium. If working on MTA's premises, start time, lunch, and end of day times shall be jointly determined by the Parties.

3. REIMBURSABLE EXPENSES. Consultant will be reimbursed for allowable expenses at actual costs incurred ("Reimbursable Expenses"); provided such Reimbursable Expenses are reasonable and original receipts are provided for any item over \$25. Airfare in excess of \$1000 shall be pre-approved by MTA prior to booking. The following items, when checked, are considered Reimbursable Expenses:

Airfare (coach class)

Rental car & fuel (mid-size or smaller)

Personal vehicle mileage (IRS business rate)

Lodging, Meals & Incidentals (not to exceed GSA Per Diem for Wasilla, AK)

Other:

4. PAYMENT TERMS. At the end of each yearly term or upon completion of the Services, Consultant shall submit invoice(s) to MTA to the attention of the Accounts Payable at the address above or via email to mta-ap@mta-telco.com. Payment shall be made within thirty (30) days from receipt of invoice.

5. WORKMANSHIP. Consultant shall perform the Services efficiently and in accordance with those reasonable and generally accepted standards of its trade, profession or industry.

6. INDEPENDENT CONTRACTOR. The Parties are independent contractors, and nothing herein shall be construed to any other effect. Each Party alone shall determine, supervise and manage the method, details, and means of performing its obligations. Except as agreed in writing, neither Party shall act or attempt to act or represent itself, directly or by implication, as the other Party's agent. Each Party shall be solely responsible for the withholding and payment of all applicable federal, state, and local taxes for its own employees.

7. INSURANCE. Consultant shall maintain during the term of any SOW: (i) Workers' Compensation insurance as prescribed by the State of Alaska if working on MTA property; (ii) comprehensive automobile liability insurance if the use of a motor vehicle is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for

each occurrence; and (iii) Commercial General Liability ("CGL") insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each occurrence or Professional Liability or Errors and Omissions insurance in the amount of at least \$1,000,000 for each occurrence. Consultant shall provide MTA a Certificate of Insurance evidencing the foregoing insurance prior to commencing the Services. No insurance policy shall be canceled or materially changed without at least ten (10) days prior written notice to MTA.

8. NOT TO EXCEED. Any "not to exceed" cost referenced in this Agreement shall be defined as the maximum expenditure authorized by MTA for the Services specified herein and shall not constitute a commitment by MTA to purchase any specific volume of Services thereof. A "not to exceed" cost is used when the exact cost of the Services cannot be determined beforehand. Consultant shall have the responsibility to render the Services in the most cost effective manner.

9. NOTICES. Any notice which under the terms of this Agreement must or may be given or made by either Party hereunder shall be in writing and shall be delivered personally, sent by express courier service, or sent by certified U.S. mail, return receipt requested, addressed to the respective Party at the address first written above or to such other address either Party shall designate by proper notice. Notices to MTA shall be sent to the attention of Contract Administration. Notices shall be deemed to have been received as of the earlier of the date actual receipt or, in case of notices sent via U.S. mail, three (3) days after mailing. A signed receipt shall be obtained where a notice is delivered in person.

10. FORCE MAJEURE. Neither Party shall be liable to the other in the event that it is unable to perform, in whole or in part, any one or more of its obligations hereunder as a result of labor dispute, governmental action, war, terrorist attack, fire, flood, earthquake, act of God, or any cause that is beyond the reasonable control of such Party.

11. NONPERFORMANCE. To the extent any nonperformance by either Party of its obligations under this Agreement results from or is caused by the other Party's failure to perform its obligations under this Agreement, such nonperformance shall be excused.

12. TERMINATION. MTA may terminate this Agreement at any time, without cause. If MTA terminates this Agreement through no fault of Consultant, Consultant shall be compensated for Services satisfactorily completed and accepted by MTA up to the date of termination, provided that: (i) compensation to Consultant shall be in the same proportion to the total compensation indicated in Section 2 of this Agreement as the Services satisfactorily completed and accepted by MTA are to the total Services; and (ii) the total sum to be paid to Consultant shall not exceed that amount set forth in Section 2 of this Agreement as reduced by the amount of payments, if any, otherwise made, and as further reduced by the cost of Services yet uncompleted.

13. DISPUTES. The Parties agree to resolve any dispute hereunder through good faith negotiations, but if such dispute

cannot be resolved within thirty (30) days after commencement of such negotiations, then either Party shall be free to take legal action.

14. CONFIDENTIAL INFORMATION. Consultant agrees to preserve the secrets and confidences of MTA, including, without limitation, all information and data that may be obtained from MTA or other party in a contract or agency relationship with MTA ("Confidential Information"). Except for such disclosure as may be needed to perform the Services under this Agreement and as may be allowed by MTA with prior written approval, Consultant shall not: (i) reveal any Confidential Information; or (ii) use any Confidential Information for the advantage of Consultant or a third party. The obligations of Consultant and the rights of MTA under this Section are continuing obligations and rights, and termination or expiration of this Agreement shall not terminate such obligations and rights.

15. WAIVER. Waiver by either Party of any breach or default hereunder by the other Party shall not constitute a continuing waiver or a waiver of any other breach or default.

16. SEVERABILITY. In the event any provision of this Agreement shall be held or found to be invalid or unenforceable under any applicable law or court decision, such invalidity or enforceability shall not render this Agreement invalid or unenforceable as a whole.

17. SUCCESSORS; ASSIGNS. Each Party agrees to bind itself, its partners, successors, assigns and legal representatives to the other Party hereto with respect to its obligations under this Agreement. Consultant shall not assign this Agreement without the prior written consent of MTA.

18. INDEMNIFICATION. Consultant agrees to indemnify and hold harmless MTA, its respective directors, officers, agents, and employees, from and against any and all third party claims, including without limitation any claims for loss, damage, liability, costs, and expenses (including reasonable attorneys' fees and expenses) for physical injury or death or damage to real property to the extent caused by Consultant's willful misconduct or negligent acts or omissions.

19. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Alaska, without regard to conflict of laws principles. The Parties agree that all actions brought to enforce any provision of this Agreement or arising out of or related to this Agreement shall be brought in a state court of competent jurisdiction in the Third Judicial District in Palmer, Alaska. The prevailing Party in any such action shall be entitled to its costs and fees (including reasonable attorneys' fees and court costs) incurred in connection with any such action.

20. COUNTERPARTS. This Agreement together with any Attachment referenced herein may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the Agreement. This Agreement may also be executed and delivered by facsimile or electronically and such execution and delivery shall have the same force and effect of an original document with original signatures.

21. HEADINGS. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

22. CONFLICTING TERMS. Should any terms and conditions of any Attachment to this Agreement conflict with any terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall take precedence.

23. SETOFF. MTA reserves the right to offset amounts payable hereunder by any past due amount owed or payable by Consultant to MTA or its affiliates. This right extends to any past due account held in the name of Consultant or Consultant's owner(s).

24. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes any previous agreements or understandings, whether verbal or written, between the Parties with respect to the subject matter herein. This Agreement may not be amended or altered in any way except in a writing executed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective authorized agents.

**MATANUSKA TELEPHONE ASSOCIATION,
INCORPORATED.**

**City of Wasilla, Curtis D. Menard Memorial Sports
Center.**

By: Michael C. Burke
(signature)

By: _____
(signature)

Name: Michael C. Burke

Name: Bert L. Cottle

Title: CEO

Title: Mayor of Wasilla

Date: 4/25/18

Date: _____



CITY OF WASILLA

Joan Klapperich
Director

Recreational Services
Curtis D. Menard Memorial Sports Center

ADVERTISING AND MARKETING PROPOSAL
FOR
MATANUSKA TELEPHONE ASSOCIATION
AT THE
CURTIS D. MENARD MEMORIAL SPORTS CENTER

The Curtis D. Menard Memorial Sports Center, an event and sport center owned by the City of Wasilla and its residents, serves approximately 300,000+ people yearly by hosting large scale events, athletic tournaments and trade shows; including regional, state tournaments and competitions. The 104,000 square foot facility is also a key venue for hosting events such as the local Mat Su Borough School District's High School graduations, drawing full house capacity crowds of 3,800 + in one of the two 20,000 square foot arenas.

The Menard Center is the community hub for numerous adult and youth leagues, and organizations, where families and individuals utilize the facility for various athletic sport activities and programs including hockey, soccer, baseball, bocce ball, Turf Time for Tots, track, football, and Learn to Skate to name a few.

Located on 60 landscaped and wooded acres, the Menard Center in conjunction with the Red Cross, is a FEMA (Federal Emergency Management Agency) facility serving the needs of the community in case of disaster or emergency. During power outages the on-site generators have the capacity to run building operations as normal, and the building is available for usage by the public for showers, etc. during these times.

RV hookups providing electricity, with a dump station and access to water is also on the Menard Center grounds. The intent is also to develop and expand the complex in the future for potential soccer/football fields, tennis courts, trails, (Menard Center Trail recently completed September 2017) and an emergency food storage area.

With paved parking for over 1,000 vehicles, the parking areas are also utilized for events such as the Mat Su Regional Medical Center's Bike Rodeo, various nonprofit 5K run/walks, motorcycle riding academies, and more.

In the past few years, the City of Wasilla has hosted Summerfest activities that include an eight day Carnival with amusement rides, entertainment, three days of rodeo fun with Rodeo Alaska, and a weekend vintage car show which brings swells of local residents to the Menard Center grounds. A list of events is included in this proposal to give you a perspective of the broad range of demographics that we serve.

Recently, the Clapp Road extension was completed connecting Clapp Road (off of the busy Knik Goosebay Highway) with Mack Drive (Parks Highway). This opened a roadway, now named Clapp Street, that has an average traffic flow of 3,000ed cars per day, passing by the Menard Center and also Aviation Avenue which goes to the Wasilla Airport; a short distance from the Menard Center. (Mat Su Borough statistics) A new \$60,000 digital reader board road sign has been installed in front of the Menard Sports Center to display upcoming events.

The Menard Center is located in one of the fastest growth areas of the valley. The attached Wasilla area population chart lists 60,319 people living within a 10 mile radius of Wasilla, with population increases projected through 2019. (Anchorage Economic Development Corporation 2014)

The City of Wasilla feels that the timing of this collaboration with MTA is a strategic one, and one that can greatly benefit MTA.

How can MTA gain valuable exposure in this viable facility? It's multi-faceted with social media coverage, newspaper, posters, radio and television coverage with MTA DTV, which the Menard has found great success utilizing as an advertising medium. The City of Wasilla's Mayor also promotes the Menard Sports Center's

activities and events on the Mayor's Minute; a 60 second radio commercial on nine local and Anchorage radio stations.

It goes without saying that the Menard Center is truly the crown jewel of the Mat Su Valley, and with MTA's continued marketing strategy to gain market share within the community, and pursuit of good community relationships, it would behoove MTA to consider naming the turf arena inside this landmark as a valuable marketing tool in one of the fastest growth areas of the valley and state.

Scope of Advertising Package

Exclusive naming rights to the City of Wasilla's Curtis D. Menard Memorial Sports Center's turf arena; the MTA Turf Arena. This excludes any other telecommunications company (internet and or phone company) to name any other arena, facility, or area within the Curtis D. Menard Memorial Sports Center. This agreement however, does not limit the City's ability to get event or tournament sponsorship from businesses that might be considered competitive in nature.

MTA Turf Arena:

- One 8x16 foot painted MTA logo on the north wall of the Turf Arena
- One 8x3 foot MTA sign below the scoreboard on the Turf Court
- One 8x3 foot MTA sign above the soccer goal on the non-score board end of the Turf Court
- One MTA sign on the turf court facing the bleachers
- One 3x3 foot MTA logo painted on the turf court
- One MTA welcome sign upon entering Turf Arena

(All the above signage will be at the Menard Center's expense and included in the marketing package)

Menard Center Ice Arena:

- The Ice Arena's Zamboni will display MTA advertising on the top, sides, and front of the top half of the Zamboni

- One large 10x10 foot 'in ice' MTA logo
- One 8'x3' banner in the Ice Arena
- One 8x3 foot dasher board on rink boards
- One 4x3 foot MTA banner on track

(All signage and Zamboni wrap included in the marketing package)

Menard Center Lobby: (Optional)

- Options for signage, digital/TV monitor screen announcing upcoming events, etc. Front lobby

(MTA to help coordinate and purchase technology device)

Outdoor Signage:

- Dual sided 3x5 foot illuminated reader board space advertising MTA Turf Arena and or logo (City of Wasilla to purchase)

Advertising on all social media, radio, television, newspaper:

- MTA Turf Arena depicted as the venue site for events taking place in the turf arena to be included on social media sites. City of Wasilla's Web site www.cityofwasilla.com/Menard. Facebook etc.
- Mayor's Minute: Events and activities mentioned by the Mayor on broadcast radio stations per contract. Approx. 10, 920 radio spots per year. (Average :60 spot rate of \$31.25 = \$341,250 value) Not all spots will include Menard Center activities or events
- Media exposure on MTA DTV spots depicting the venue site of the MTA Turf Arena when applicable. (October-March 300 prime time ads per month (:30 and :60 spots on top six networks; Fox News, CNN, Discovery Channel, History Channel, ESPN and the Food Channel) Also rotates through TBS, TNT, AMC, A&E, SYFY and Animal Planet and HGTV depending on commercial content. (6 months multiplied by 300=1,800 ads at average price of \$8.50 = \$15,300.00)

Advertising other:

- Employee and staff uniform sleeve to include MTA Turf Arena /logo.

(Menard expense)

Other MTA opportunities: \$7500 cash value: to be used towards meeting room rentals, activities, events and or sponsorships (facility rates)

Options may include:

- Host the MTA annual meeting (inclusive of all tables, chairs, stage, sound)
- Host a technology fair/or other event (Ice, Turf or meeting room area/or combination)
- Host the annual Christmas Holiday party for MTA staff and their families utilizing the ice arena for skating, turf arena for dinner, sports or other
- Sponsor the Menard Advanced Hockey League end of season tournament; the Menard Advanced League Hockey program (includes MTA/logo on jerseys, and all publicity) or other tournament for hockey, soccer, or pickle ball tournament

*Returning Menard Center event holders take priority for event dates. We will accommodate MTA desired dates upon availability

* \$7,500 cash value must be used in the sponsorship year, and any remaining unused amount will become null and void. Balance is not to be carried over year to year. We welcome MTA events, and rentals, however anything over the \$7,500 allowance will be billed directly to MTA.

\$7,500 to be used June 1, 2018-May 31, 2019

\$7,500 to be used June 1, 2019-May 31, 2020

\$7,500 to be used June 1, 2020-May 31, 2021

**The term of this agreement is for 3 years
June 1, 2018-May 31, 2021
\$60,000.00 per year**