

CITY OF CHUBBUCK
REQUEST FOR PROPOSAL (RFP)

CAPELL PARK

**Seasonal Concessions during City Recreational League Seasons
(May through July 2024)**

Issue Date: January 29, 2024

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1 Request For Proposals Administrative Information

RFP Title:	Capell Park Seasonal Concessions
RFP Project Description:	The City of Chubbuck is requesting proposals to operate the seasonal concession stand at Capell Park during the Chubbuck Recreational League Season (April – June 2024).
RFP Lead:	Kayla McCain, Program Specialist 290 E Linden Ave. Chubbuck, ID 83202 (208) 237-2430 ext. 150 kmccain@cityofchubbuck.us
Submit sealed bids:	City of Chubbuck Attn: Program Specialist- Capell Park 290 E. Linden Ave. Chubbuck, ID 83202
Publish Notice on website:	January 29, 2024
RFP Closing Date:	February 27, 2024 at 5 PM
Contract Award Date (Anticipated):	March 7, 2024

2 CONCESSION SPECIFICATIONS

Purpose

The City of Chubbuck is seeking to fill seasonal concession opportunities at Capell Park (5246 Park Lawn Drive) during the seasons of the City's softball league. For the 2024 recreational league season which runs from the end of May through early July, the City is seeking a food and drink vendor to provide concessions at the Capell Park concession stand, located centrally within the softball fields, primarily during league games but concession services outside of game hours are welcome as well, but are subject to closure between sunrise and sunset. Proposals for beyond the end of June will be considered but Proposer must understand that if events like tournaments are played at the park and tournament organizations desire to sell their own concessions, the City may allow another vendor to use the facility during certain designated time periods. Capell Park also serves as the home for Highland High School's tennis and softball teams and the preferred Vendor may provide concessions. The selected vendor, based on the written proposal and interview process identified as the best qualified vendor for the services, will enter into contract negotiations with the City of Chubbuck.

If compensation or other terms cannot be agreed upon with the top-ranking proposer, the City may terminate negotiations with that Proposer and enter into negotiations with the next highest-ranking proposer.

The selected vendor shall agree to all of the terms and conditions as set forth in the professional agreement with the City "**Exhibit A – Self-Contained Concession Licensing Agreement Sample,**" and be ready to execute same at time of award.

Business License and Permit: The successful proposer(s) shall meet all permit requirements for food handling and food safety, including State law requirements, and for doing business within the city of Chubbuck. If this requirement is not met, the City will award the contract to the next highest-ranking proposer. These permits/licenses are not required at the time of application but will be required if proposer is awarded the contract. Proposer will need to indicate as part of the Proposal Questionnaire if they will need to be obtained.

Vendor: The Vendor awarded the Capell Park Concessions contract shall be the operator of the concession being proposed. No assignment, subcontracting, consignment or other transfer of concession responsibilities to another party is allowed without the prior written approval of the City of Chubbuck.

Inspection of City Property: The Vendor awarded the Capell Park Concessions contract shall be responsible to keep the facility cleaned to City standards and may be subject to scheduled and unscheduled inspections of the City facility by City staff.

Amenities in Stand: Amenities available in the concession stand are: 1 refrigerator, 1 drink cooler, 1 small chest freezer, 1 ice maker, and 2 separated sinks.

Intent: The City's intent in awarding the concession contract is to provide courteous, efficient service to the public during recreational league games with a maximum monetary return to the City in the form of monthly rent, so as to assist with funding the Programs. Concession services are intended to serve the attendees at the City Recreational Leagues' games but concession services outside of game hours are welcome as well, but are subject to closure between sunrise and sunset.

Contract Award: A concession contract shall be awarded to the responsible vendor submitting a proposal which provides the best service to the public, and/or greatest income potential to the City, so as to assist with funding the Programs. The term of the contract shall be for an initial term of one (1) year, with an option to renew for additional years.

Applications can be accepted throughout the year, with first consideration being for applications received by

February 27, 2024 5:00pm MST. If vacancies occur in existing locations, applications on file will be reviewed with the same consideration, process and requirements.

Products for Resale/Merchandise: The Vendor shall include products for resale such as: coffee, espresso drinks, snow cones, soda, sandwiches, candy, and other approved food and beverage products that are geared to the clientele at Capell Park. Vendors must honor existing contractual agreements the City holds with current vendors, if any such exist.

Billing: Vendors must submit payments on a monthly basis. Checks shall be made payable to City of Chubbuck- Parks & Recreation Division. Payments are due by the fifth day of each month. Payments may be mailed or hand-delivered to the Permitting Desk, 290 E. Linden Ave., Chubbuck, ID 83202.

Limitations: Vendor contracts do not guarantee participation in community or department sponsored events, such as Chubbuck Days. If selected to participate in a community or department sponsored event, Vendor is responsible for all fees and stipulations of the named event.

Public Information: Proposals may be considered a public record after the award of the contract. Confidential information will not be accepted on this project without prior written authorization.

Indemnification and Insurance: Vendors shall indemnify and save and hold harmless the City of Chubbuck from and for any and all losses, claims, actions, judgments for damages, including consequential damages, or injury to persons or property and losses and expenses caused or incurred by vendor, its servants, agents, employees, guests, and business invitees, or by failure of the equipment provided by vendor, and not caused by or arising out of the tortious conduct of the City of Chubbuck or its employees. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless the City of Chubbuck; and if the City of Chubbuck becomes liable for an amount in excess of the insurance limits, Vendor covenants and agrees to indemnify and save and hold harmless the City of Chubbuck from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide the City of Chubbuck with a Certificate of Insurance or other proof of insurance **naming the City of Chubbuck as an additional insured** and evidencing vendor's compliance with the requirements of this paragraph and file such proof of insurance with Parks & Recreation Division.

Additionally, vendor shall maintain, and specifically agrees that it will maintain, throughout the term of the agreement, liability insurance as set forth below. This is not required at the time of application, but will be required if proposer is awarded the contract. Proposer will need to indicate as part of the Proposal Questionnaire if this insurance will need to be obtained.

Licensee shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers' Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Chubbuck, naming the City (Licensor) as an additional insured on the liability policies, for the following minimum limits and coverages:

Commercial General Liability Insurance in the following amounts:

General Aggregate \$2,000,000
Product/Completed Operations Aggregate \$2,000,000
Personal & Advertising Injury Liability \$1,000,000
Per Occurrence \$1,000,000
Fire Legal Liability \$50,000

Workers' Compensation Insurance – regardless of the number of employees or lack thereof – in the statutory limits as required by the State of Idaho.

Employers' Liability Insurance in the following amounts:

Bodily Injury by Accident \$100,000 each accident
Bodily Injury by Disease \$500,000 policy limit
Bodily Injury by Disease \$100,000 each employee

Additionally, the Vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including self). In case any such work is sublet, the vendor shall require that subcontractor to provide Workers Compensation Insurance for himself and any/all the latter's employees to be engaged in such work. Proof of insurance must be provided to the City of Chubbuck. This is not required at the time of application, but will be required if proposer is awarded the contract. Proposer will need to indicate as part of the Proposal Questionnaire if worker's compensation is current or needs to be obtained.

3 CLARIFICATION/PROTEST/CHALLENGE PROCESS

Clarification and/or Protest of Bid Requirements, Standards, Specifications, or Process

Any Vendor who wishes to request clarifications about or protest the requirements, standards, specifications, or process outlined in this Request for Proposals may submit a written notification to City of Chubbuck, C/O Community Services, 290 E. Linden Ave., Chubbuck, ID 83202 to be received no later than three (3) working days prior to proposal due date. The notification shall state the exact nature of the clarification request or protest. In the case of a protest, vendor shall describe the location of protested portion or clause in the proposal document and explain why the provision should be struck, added, or altered, and contain suggested corrections. In the event of a protest, the project Manager may deny the protest, require that the proposal be modified, modify the proposal, and/or reject all or part of the protest.

Clarification and/or Protest of Contractor Selection or Contract Award

Any actual or prospective proposer who is aggrieved in connection with the selection of a firm or award of the contract or proposal may submit a protest to the City of Chubbuck. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known the facts which give rise to the protest. The protest must set forth in specific terms the alleged reason the Vendor selection or contract award is erroneous.

THE CITY OF CHUBBUCK RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE ANY IRREGULARITIES IN THE PROPOSALS RECEIVED, AND TO ACCEPT THE PROPOSAL DEEMED MOST ADVANTAGEOUS TO THE BEST INTEREST OF THE CITY.

4 CONCESSION OPPORTUNITIES

Starting date, ending date, and days and time of vendor operation will be negotiated and set by both the City of Chubbuck and chosen vendor. Recreational games and practices are generally held at Capell Park from late May to early July.

5 VENDOR SELECTION

We appreciate your interest in our project and realize that the development of proposals is a time-consuming effort. Please be assured your proposal will be given every consideration by the City of Chubbuck.

The scope of work for this RFP shall include, but is not limited to, the furnishing of food and beverage products, supplies, equipment, services, products offered, cost to the patrons, and a comprehensive profit-

sharing proposal as stated in these specifications. Only complete applications will be reviewed and ranked as follows.

Vendor selection shall be based on the following:

1. Services provided by Vendor (10 pts)
2. Experience in managing comparable sized operations (15 pts)
3. Product and proposed prices (10 pts)
4. Submit a plan for scheduled equipment cleaning and care (10 pts)
5. Financial responsibility/soundness (5 pts)
6. Extent to which the company has performed on previous contracts with the City of Chubbuck or other government agencies (15 pts)
7. Monthly rent proposal (20 pts)
8. Proposed time period and hours (20 pts)
9. References (5 pts)
10. Commitment of continued use of contractual arrangements with current vendors (i.e. beverage products; note: no such contracts exist currently) (5 pts)
11. Interview, if required. (10 pts)

Note: Only the top-rated proposers will be invited for the interview process, if necessary. Samples which accurately reflect the food type and quality may be required at the interview.

Completed applications should be submitted to:

City of Chubbuck
Attn: Kayla McCain, Program Specialist
290 E. Linden Ave.
Chubbuck, ID 83202

**CITY OF CHUBBUCK
CAPELL PARK
SEASONAL CONCESSIONS PROPOSAL APPLICATION
Return in Sealed Envelope**

We appreciate your interest in applying to provide concessions at Capell Park. Please be assured your application shall be given every consideration by the City of Chubbuck. **Only complete applications shall be reviewed;** so please be thorough in your responses.

Name of Business: _____

Address: _____

City, State, Zip Code: _____

Phone #: _____

E-mail Address: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the intent of the City of Chubbuck to enter into a contract for services (see Exhibit A – Sample Self- Contained License Agreement), with an initial term of one year, with two options to renew upon mutual agreement for additional terms of one year.

PROPOSAL QUESTIONNAIRE

The following questions and specifications will help the City determine the most qualified vendor to provide services the City desires to contract for. It is the intent of the City to evaluate the responses to the RFP based on the points allocated in section 5 VENDOR SELECTION. Please include any additional information you feel will assist the City in fairly evaluating your company’s services. The vendor selected based on the written proposal may then be interviewed in order for the City to select the best qualified candidate. Attach additional pages if needed.

1. **What services will you as a vendor provide?**

2. **Number of Staff:** _____

3. **Season of Operation:** _____
4. **Days of the Week Open:** _____
5. **Proposed Hours:** _____
6. **Do you have a current concession permit with requirements met for food handling and food safety? _____ if no, are you willing to obtain the needed license if awarded the contract?** _____
7. **Do you have current liability insurance as set forth herein? _____ If no, are you willing to obtain the needed insurance if awarded the contract?** _____
8. **Do you have current worker's compensation insurance? _____ If no, are you willing to obtain the needed insurance if awarded the contract?** _____
9. **Do you have a current Chubbuck business license? _____ If no, are you willing to obtain the needed license if awarded the contract?** _____

10. **Experience in Managing Comparably Sized Operations** (please describe your experience in this area):

11. **Product and Price Schedule:** List proposed products and prices you anticipate charging customers for the season. Include products such as coffee and espresso beverages, snacks, sandwiches, snow cones or ice cream novelties.

Menu Attached (required) YES NO

12. **Equipment Cleaning/Maintenance:** Please describe what measures will be taken to clean and maintain City of Chubbuck equipment that will be used as part of concessions.

13. **Financial Responsibility/Soundness:** All proposals shall submit a financial statement, a current credit report (or authorize the City to obtain a credit report), and/or a 2022 tax return. Proposals which do not comply with this requirement may be found non-responsive and disqualified from further consideration.

14. **References:** Please include 3 Professional References.

Name	Address	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

15. **Additional Vendor Comments/Information:** Include any additional information that you feel can add additional value to the City, or you wish to be considered in awarding the RFP.

16. **Rent Proposal:** How much do you propose to provide to the City of Chubbuck monthly for use of the concession stand?

EXHIBIT A – Sample Licensing Agreement

LICENSE AGREEMENT Capell Park – City of Chubbuck

This LICENSE AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, by and between City of Chubbuck (“Licensor”) and _____ (“Licensee”).

RECITALS

[Recitals to be added]

ARTICLE I – DEFINITIONS

1.1 Defined Terms: The following terms shall have the meanings stated below:

[Defined terms to be added]

ARTICLE II – TERMS OF LICENSE AGREEMENT

2.1 Term: This License Agreement shall become effective _____ and shall continue until _____ or until such termination or default as provided for by this Agreement.

2.2 Renewal: This License Agreement can be renewed twice for successive Concession Seasons as set forth below. Formal execution of an Addendum to this Agreement, setting forth the intentions of the Licensor and Licensee to renew and any new or modified terms and conditions, shall be required for renewal. Neither Licensor nor Licensee shall be under any obligation to renew this License Agreement.

2.3 Termination: The ability to terminate this Agreement without cause, by either party, expressly includes non-appropriation of funds by the City of Chubbuck for the recreation programs at issue. Additionally, either party may terminate without cause under the following circumstances:

- a. Total destruction: Should the facility or an essential part of the area used by Licensee for business operations be totally destroyed by fire, flood, or other casualty, this Agreement shall immediately terminate.
- b. Partial destruction: In the case of partial destruction of the area used by Licensee for business operations, either party may terminate this Agreement within ten (10) days following such partial destruction, such notice to be given to the other party not less than ten (10) days prior to the chosen date of termination.
- c. If Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated bankrupt, or takes advantage of any bankruptcy or insolvency law, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of

termination, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

ARTICLE III – LICENSE AND PREMISES

3.1 Grant of License: Licensor hereby grants to Licensee an exclusive license to operate concessions in the area of _____ in accordance with the terms and conditions of this Agreement.

- a. [Specific terms to be added].
- b.
- c.

3.2 License Premises: The Licensee is allowed access to the area of use and the ability to operate concessions therein during regular operating hours of the facility.

3.3 Exclusive and Revocable License: Licensee acknowledges this exclusive License is revocable should Licensee’s business operations not comport with the terms of this Agreement.

3.4 Limitations on Use: Licensee acknowledges this exclusive, revocable License does not guarantee participation in community or department sponsored events and activities held within the area of use outside of the recreational programs at issue. Any arrangements for Licensee’s participation at such events or activities, including all fees to event sponsors, are the sole responsibility of Licensee. The terms of this Agreement shall continue to apply during Licensee’s participation at such events, including Licensee’s obligations to Licensor under *Article V – Fees and Related Provisions*.

3.5 Lawful Business Use: During the term of this Agreement, Licensee shall use the facility exclusively for the business described herein and in any attached exhibits. The Licensee shall not allow such premises or any part thereof to be used for any immoral or illegal purposes and shall not allow, suffer, or permit such premises to be used for any purpose, business, activity, use function, or object to which Licensor objects in writing. The Licensee shall, at all times during the terms of this Agreement, be subject to the lawful exercise of the police power of the City of Chubbuck.

ARTICLE IV – DUTIES OF LICENSEE

4.1 Duties: In exchange for the privilege of obtaining this exclusive, revocable license, Licensee agrees to:

- a. Provide all services and business operations in a safe and law-abiding manner.
- b. Follow all rules and regulations of the area of use, the laws of the City of Chubbuck, and applicable laws of the State of Idaho and United States Government.
- c. Provide daily and continuous clean-up of all debris in the area used, occupied, and immediately adjacent to the facility that is caused or created by Licensee’s employees, servants, agents, business invitees, patrons, and guests.
- d. Keep all company vehicles on roadways and improved parking lots within or associated with the property boundaries.
- e. Pay for all damages to the area of use caused directly or proximately by Licensee’s business equipment, employees, servants, agents, business invitees, patrons, and guests and not a result of normal wear and tear that would have occurred had Licensee’s business not operated at the facility.
- f. At the termination of this Agreement, either by natural expiration or default as provided, return the area of use to its original condition excepting normal wear and tear.

4.2 No Assignment: Licensee shall not and cannot assign this Agreement or any of its privileges hereunder, either

voluntarily or involuntarily, without the prior written consent of Licensor.

4.3 Limitations: This Agreement shall apply to and be binding on Licensee only to the extent Licensee's business operates within the confines of the area of use.

4.4 Default and Cancellation: If Licensee is in default of any of the terms and conditions of this Agreement or violates any laws of the United States, the State of Idaho, or applicable Chubbuck city ordinances, rules or regulations and thereafter fails or refuses to perform or correct the conditions constituting a breach or default, after five (5) days written notice this Agreement shall be deemed terminated and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

4.5 Code of Conduct: In order to ensure a professional and respectful relationship with the general public, City of Chubbuck requires its business licensees to behave in a civil and courteous manner at all times. While it is impossible to list every type of conduct that is unacceptable, the following are examples of behavior that may, at the sole discretion of the Licensor, result in license revocation:

- a. Harm or threat of harm to any member of the public, City employee, City government, or City property, regardless of location.
- b. Physical violence against persons or property.
- c. Sabotage of City property or processes.
- d. Theft or unauthorized removal or possession of the City's property or another person's property from City premises.
- e. Speech or conduct with the public that violates commonly accepted standards and that, under present circumstances, has no redeeming social value, including the use of profane, indecent, or abusive language.
- f. Speech or conduct deemed rude, disrespectful, aggressive, intimidating, harassing or otherwise inappropriate when conducting licensee's business.
- g. Making malicious, vindictive, false, and/or harmful statements about others or engaging in verbal abuse, altercations or outbursts.
- h. Any conduct that obstructs, disrupts, or interferes with City business, service, work environment or administrative functions, including City-sponsored events.
- i. Untruthfulness related to use of the license which could hinder or jeopardize the City's interests.
- j. Use, possession, distribution, or sale of illegal drugs, paraphernalia, or controlled substances not prescribed to the user by a physician, on City property or at City sponsored events, including the use of alcohol, drugs, or controlled substances while working in accordance with the license.

4.6 Criminal History: Licensee shall not employ to work under the terms of this License any employee, servant, or agent who is unsuitable to interact with children. "Unsuitable to interact with children" shall mean having been convicted of a crime listed in Idaho Code § 18-8304 (or similar statute from any other state or territory) or required to register under Idaho's Sexual Offender Registration Notification and Community Right-to-Know Act, Idaho Code § 18-8301 et seq. (or similar statute from any other state or territory).

- a. Licensee, at their own expense, shall conduct appropriate and applicable background and reference checks on each of its employees, servants, and/or agents to ascertain that there is no history of behavior that would make Licensee or its employees, servants, or agents unsuitable to interact with children.
- b. By signing this Agreement, Licensee hereby certifies to Licensor that each of Licensee's employees, servants, and/or agents is suitable to interact with children and shall continue to be suitable to interact with children during all times that Licensee is conducting business operations within the facilities.

ARTICLE V – INDEMNIFICATION AND INSURANCE

5.1 Indemnification: Licensee shall protect, defend, and hold Licensor and its officials, agents and/or employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands

arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of the negligent acts or omissions of Licensee or its officers, agents, employees, contractors, subcontractors, or invitees incident to this License and/or the use or occupancy in the area of use regardless of where the injury, death, or damage may occur. The provisions of this section shall be deemed to be a separate contract between the parties and shall survive the expiration or any default, termination or forfeiture of this License.

5.2 Liability Insurance: Licensee shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, Commercial General Liability Insurance, Workers' Compensation Insurance, and Employers' Liability Insurance in the form of a certificate of insurance issued on behalf of the City of Chubbuck, naming the City (Licensor) as an additional insured on the liability policies, for the following minimum limits and coverages:

Commercial General Liability Insurance in the following amounts:

General Aggregate \$2,000,000
Product/Completed Operations Aggregate \$2,000,000
Personal & Advertising Injury Liability \$1,000,000
Per Occurrence \$1,000,000
Fire Legal Liability \$50,000

Workers' Compensation Insurance – regardless of the number of employees or lack thereof – in the statutory limits as required by the State of Idaho.

Employers' Liability Insurance in the following amounts:

Bodily Injury by Accident \$100,000 each accident
Bodily Injury by Disease \$500,000 policy limit
Bodily Injury by Disease \$100,000 each employee

The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save an hold harmless Licensor. And if Licensor becomes liable for an amount in excess of the insurance limits herein provided, Licensee covenants and agrees to indemnify and save and hold harmless Licensor from and for all such losses, claims, actions or judgments for damages or liability to persons or property. Licensee shall provide Licensor with a Certificate of Insurance or other proof of insurance evidencing Licensee's compliance with the requirements of this paragraph and file such proof of insurance with Licensor's Risk Manager and Division of Parks and Recreation. In the event the insurance minimums of the Idaho Tort Claims Act are changed to exceed the above-listed amounts, the Licensee shall immediately submit proof of compliance with the changed limits. If Licensee fails to provide or maintain said insurance in the amounts listed, even if cured by Licensee at a subsequent date, such shall be deemed an incurable default by Licensee, and Licensor may exercise any rights or remedies for such default that Licensor may have under this License or at law or equity, including, without limitation, the right to terminate this License.

5.3 Other Insurance Coverage: Licensee shall be solely responsible for obtaining any other types of insurance issued for the benefit of Licensee, including but not limited to Property Insurance insuring the property owned by Licensee which is used, held, or stored at the facility. Evidence of all such insurance shall be furnished to Licensor upon execution of this Agreement.

ARTICLE VI – GENERAL PROVISIONS

6.1 Non-Discrimination: Licensee, in their use of the License herein granted, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, religion, national origin or ancestry, age, physical handicap, sexual orientation or gender identity/expression. Non-

compliance with such assurances shall constitute a breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and may terminate this Agreement or seek judicial enforcement thereof.

6.2 Compliance with Laws: In performing the scope of services required hereunder, Licensee shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments including, but not limited to, required licensing for drivers of commercial vehicles in the State of Idaho, workers compensation insurance, and all sales and use tax legislation. The Licensor hereby requires Licensee to show proof of workers compensation insurance and of compliance with any applicable statute, ordinance or regulation with which Licensee is required to comply.

6.3 Applicable Law/Venue: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho and the ordinances of the City of Chubbuck/ Any lawsuit related to this Agreement shall be venued in the Idaho Sixth Judicial District, in Bannock County, Idaho.

6.4 Interpretation: The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it.

6.5 Notices to Licensee: The Licensee's address for all notices set forth in this Agreement shall be as follows, or such other Idaho address as the Licensee may designate to Licensor in writing:

Licensee Name
Address
Address
Phone

6.6 Attorney's Fees: Should any litigation be commenced between the parties to this Agreement, attorneys' fees shall be governed by Idaho Code section 12-117.

6.7 Independent Parties: Licensee is and shall at all times be considered an independent permittee and is in no way an employee of the City of Chubbuck.

- a. The parties intend that this Agreement create only an independent license relationship. Licensee shall complete the services agreed upon with Licensor according to its own means and methods, which shall be in the exclusive control of Licensee and which shall not be subject to the control or supervision of Licensor. The parties agree that this Agreement does not entitle Licensee or its employees or agents (if any) to workers' compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensee and/or its employees or agents.
- b. Licensee is not required to perform its services exclusively for the Licensor. Licensee, its employees or agents shall be responsible for any business registrations or licenses required by any governmental entity. Licensor shall not control, directly or indirectly, the number of hours Licensee, its employees or agents shall perform services under this Agreement. Licensor shall not combine business operations with Licensee.
- c. Neither Licensee nor its employees or agents are to be considered agents or employees of Licensor for any purpose, including that of federal and state taxation, and neither Licensee nor its employees or agents are entitled to any of the benefits that the City may provide to its employees. It is understood and agreed that Licensor does not require Licensee to provide services exclusively to Licensor and that Licensor is free to contract to provide services to other entities during the term of this Agreement.

6.8 Entire Agreement: This instrument embodies the whole Agreement of the parties and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict

compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor’s right to demand strict compliance with the terms hereof.

6.9 Duplicate Originals: This Agreement may be executed in several counterparts each of which shall be deemed an original.

6.10 Modification: There shall be no modification of this Agreement, except in writing, executed with the same formalities as this License Agreement.

6.11 Severability: If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or application of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

6.12 Anti-Boycott Against Israel Act: Licensee certifies that they are not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control.

End of Agreement

IN WITNESS WHEREOF the parties hereto have subscribed their names the date first written above.

CITY OF CHUBBUCK
Licensor

LICENSEE

Date approved by City Council

Licensee

Mayor Kevin B. England