Amendment No. 1

Contract for Professional Services with Henning, Inc. for Emergency Congregate Sheltering Services at the Sullivan Arena.

This Amendment is made and entered into by and between the Municipality of Anchorage and Henning, Inc.

WHEREAS the MOA and Contractor entered a Contract to provide emergency congregate sheltering services at the Sullivan Arena dated September 30, 2022;

WHEREAS the parties have the authority to amend the Contract and desire to do so; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Contract, the parties do hereby agree that the Contract shall be amended as follows:

1. Part I, Section 4 shall be amended and restated as follows:

   A. Subject to Contractor's satisfactory performance, MOA shall pay Contractor no more than $1,500,000.00.
   B. MOA shall pay Contractor in accordance with the budget attached as Appendix B and incorporated herein by reference for services performed under this Contract.
   C. Upon execution of this Contract, Contractor may request an advance of funds not to exceed 25% ($375,000.00) of the total Contract amount.
   D. Subsequent payments under this Contract will be in the amount of actual expenditures reported by Contractor.
   E. By the 15th day of the month following the billing period, Contractor shall present an invoice to the Administrator describing the work for which it seeks payment. The invoice will include but is not limited to the MOA purchase order number, day, times, expenses, and fees provided or incurred by Contractor to the satisfaction of the Administrator. If any payment is withheld because Contractor’s performance is unsatisfactory, the Administrator must, within 15 days of the payment denial, notify Contractor of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.
   F. Contractor is not entitled to any compensation under this Contract, other than what is expressly provided for in this Contract.
   G. Any advanced funds not expended at the end of Contract term shall be returned to MOA.
   H. As a condition of payment, Contractor shall have paid all municipal taxes currently due and owing by Contractor.

2. Part I, Section 7. Insurance, Paragraph A shall be amended and restated as follows:
A. Contractor shall maintain in good standing, for the entire period of the Contract, the insurance described in subsection B of this section. As soon as possible and not to exceed fourteen days after rendering any services under this Contract, Contractor shall furnish the Administrator with a Certificate of Insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for MOA.

Contractor certifies that they have all insurance requirements as described in Contract Part I, Section 7. Insurance.

Contractor understands that Part I, Section 7. Insurance is a material term of this Contract and that if they are not in compliance with Section 7. Insurance, they are in breach of Contract.

3. Part I, Section 7. Insurance, Paragraph B.3 shall be amended and restated as follows:

3.) Commercial General Liability including:

- $2,000,000 General Aggregate
- $2,000,000 Products/Completed Operations
- $1,000,000 Personal & Advertising Injury
- $1,000,000 Each Occurrence
- $10,000 Medical Payments
- $500,000 Sexual Abuse and Molestation


5. Appendix B, Budget shall be replaced in its entirety with the attached Appendix B, Budget Version 2.

All other portions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment date entered below:
MUNICIPALITY OF ANCHORAGE

Mayor, Municipal Manager or Approved Designee
Name: Amy Demboski
Title: Municipal Manager
Date: 10/21/2022

RECOMMEND FOR APPROVAL:
Name: Kimberly Rash
Title: Acting Director, Anchorage Health Department
Date: 10/13/2022

HENNING INC.

Name: Shawn Hays
Title: Executive Director, Henning Inc.
Date: 10/17/2022
IRS Tax Identification No. 85-2780915
Tax Status: Non-Taxable [X]