

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF VALDEZ  
AND  
SILVER LININGS MANAGEMENT, LLC  
FOR THE  
OPERATION & MAINTENANCE OF ALLISON POINT CAMPGROUND



City of Valdez  
Parks, Recreation, and Cultural Services Department  
555 West Egan

P.O. Box 307

Valdez, Alaska 99686

Project Manager: Cole Beck, Park Maintenance Supervisor



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## **1.0 AUTHORITIES**

### **1.1 Parties**

The City of Valdez hereby enters into this Agreement with Silver Linings Management, LLC. All activities conducted under this Agreement shall be subject to the terms and conditions set forth herein.

### **1.2 Authorization and Nature of Interest**

This Agreement authorizes the use of City-managed land and does not convey any leasehold, ownership interest, or other permanent interest in real property. Any revocation, termination, or suspension of the privileges granted under this Agreement shall not entitle the Operator to compensation.

## **2.0 BACKGROUND**

Allison Point Campground is a seasonal public campground located across Port Valdez from the City of Valdez, accessible via Dayville Road. The campground includes approximately forty-six (46) designated recreational vehicle (RV) sites and is a popular destination for shoreline fishing.

The campground includes public restroom facilities and multiple trails providing access to the water's edge. Electrical or sewer hook-ups are not provided. Campers requiring dump station services may access facilities located within the City of Valdez.

Allison Point Campground experiences peak use during the summer salmon runs, attracting both residents and visitors throughout the operating season.

The City owns the campground and associated infrastructure and, to ensure consistent supervision, maintenance, and visitor services, contracts with a private operator to manage day-to-day campground operations.

## **3.0 GENERAL TERMS AND CONDITIONS**

### **3.1 Right of Access and Inspection**

The City shall have free and unrestricted access at all times, including the right to enter into all City-owned buildings and other facilities to ensure compliance with the terms and conditions of this Agreement.

### **3.2 Amendments**

This Agreement may be amended only by written Agreement of the parties, duly executed by their authorized representatives. Notwithstanding the foregoing, the City may require modifications to comply with applicable laws, regulations, or public safety requirements.



In the event such modifications materially impact the Operator's operations, the Operator shall have the option to request renegotiation or to withdraw from the Agreement upon written notice provided at least thirty (30) days prior to the effective date of withdrawal.

### **3.3 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

### **3.4 Notices**

Any notice required or permitted under the Agreement shall be in writing and delivered personally or by certified mail to the address set forth in the Agreement. Notices shall be deemed effective upon receipt.

### **3.5 Severability**

If any provision of the Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **3.6 No Waiver**

Failure of either party to enforce any provision of the Agreement shall not constitute a waiver of that provision or any other provision.

### **3.7 Force Majeure**

Neither party shall be liable for failure to perform due to causes beyond reasonable control, including acts of God, natural disasters, government restrictions, labor disputes, or similar events.

### **3.8 Non-Discrimination**

The Operator shall not discriminate on the basis of race, color, religion, national origin, sex, age, disability, or any other protected class under applicable federal, state, or local law in the performance of the Agreement. The Operator shall comply with all applicable civil rights laws and regulations.

### **3.9 Assignment**

This Agreement is personal to the Operator and shall not be assigned, transferred, or otherwise conveyed, in whole or in part.

## **4.0 TERM OF AGREEMENT**

### **4.1 Term and Renewal**

This Agreement shall commence on the effective date set forth in the executed Agreement and shall remain in effect through December 31, 2029, unless earlier terminated in accordance with the terms of this Agreement.



Upon satisfactory performance by the Operator and subject to City approval, the Agreement may be renewed for up to two (2) additional one (1) year terms by mutual Agreement of the parties.

#### **4.2 Termination**

Either party may terminate the Agreement without cause upon written notice as follows:

- a. During operating season, termination shall require ninety (90) days' written notice.
- b. During the off-season, termination shall require thirty (30) days' written notice.

#### **4.3 Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein and supersedes all prior negotiations, representations, or Agreements, whether written or oral.

#### **4.4 Performance Evaluation for Renewal**

The City reserved the right to evaluate the Operator's performance prior to any renewal and may consider operational compliance, financial reporting, maintenance standards, and overall service quality in determining whether to renew the Agreement.

### **5.0 USE OF PREMISES**

The City grants to the Operator the non-exclusive right to use and manage the Allison Point Campground for the purpose of providing campground operations and related services consistent with this Agreement.

This Agreement grants a contractual right of use only and does not convey any leasehold, ownership, or other real property interest in the premises.

The Operator shall use the premises solely for the purposes authorized in the Agreement and shall not conduct additional activities without prior written approval from the City

The Operator shall comply with all applicable federal, state, and local laws, regulations, and ordinances in performance of its obligations under this Agreement.

The Operator is an independent contractor and is not an employee, agent, or representative of the City. The Operator shall not represent itself, its employees, or agents, as employees or representatives of the City.

The Operator shall post the name of the operating company and a contact phone number at a visible location within the campground and maintain reasonable availability to respond to visitor inquiries during the operating season.



## **6.0 SCOPE OF SERVICES**

### **6.1 General Operations and Management Responsibilities**

The Operator shall be responsible for the day-to-day management, operation, and oversight of the campground during the operating season. Services shall include, but are not limited to, providing all labor, supervision, materials, and services necessary to operate and maintain the campground, including facility and janitorial maintenance, site supervision, resource protection, visitor services, and fee collection. The Operator shall perform all services in a professional manner consistent with industry standards for public campground operations and to the satisfaction of the City. The Operator is solely responsible for the costs of operation and management, including all costs of personnel.

### **6.2 Operating Season and Public Access Requirements**

At a minimum, the Operator shall operate the campground beginning no later than seven (7) days prior to Memorial Day and continue through at least seven (7) days following Labor Day. The campground shall be managed in a manner that ensures public access twenty-four (24) hours per day throughout the operating season.

At the Operator's discretion, the operating season may be extended beyond these minimum dates, provided any proposed extension is communicated to and approved by the City.

For purposes of this Agreement, the "operating season" shall mean the period during which the campground is open to the public as described above or as otherwise approved by the City.

### **6.3 Fee Establishment, Approval, and Collection**

The Operator is authorized to establish and collect campground user fees in connection with the operation of Allison Point Campground.

All proposed fee schedules shall be submitted to the City for review and approval prior to implementation. Fees shall be reasonable and comparable to similar facilities within the region.

The Operator shall not implement or modify any fee structure without prior approval from the City.

All fees shall be clearly posted on site and made available to the public.

### **6.4 Campground Character and Operational Standards**

Allison Point Campground shall be maintained as a primarily natural and minimally developed public campground. The Operator shall ensure that all operations and services are consistent with the intended character of the campground



Any additional or optional services proposed by the Operator shall be consistent with this intent and are subject to prior approval by the City.

### **6.5 Day-Use Parking Areas**

Day-use parking areas are not under the management or control of the Operator, and the Operator is expressly prohibited from charging or collecting any fees for day-use parking

### **6.6 Licensing, Permits, and Regulatory Compliance**

The Operator shall obtain and maintain, at its sole cost and expense, all licenses, permits, and registrations required under applicable federal, state, and local laws to perform the services under this Agreement. This includes, but is not limited to, a valid State of Alaska business license and a business registration with the City of Valdez. All required licenses and registrations shall be in effect prior to the commencement of operations and shall be maintained in good standing throughout the term of the Agreement.

Failure to obtain and maintain required licenses may result in termination of the Agreement.

### **6.7 General Operations**

The Operator shall be responsible for the management of campground access and site usage, the provision of visitor information and customer service, the monitoring of campground conditions and user compliance with posted rules, and coordination with City staff as necessary.

### **6.8 Facility and Ground Maintenance**

The Operator shall be responsible for routine maintenance of campground facilities, structures, signage, and grounds, including vegetation control as necessary to maintain safe, accessible, and orderly conditions. All maintenance shall be performed in a professional manner consistent with industry standards for public campground operations.

### **6.9 Sanitation and Waste Management**

The Operator shall be responsible for compliance with all applicable health, sanitation, environmental, and waste disposal regulations. This includes coordinating with the City and the baler facility for the placement, servicing, and removal of provided dumpsters, including arranging for additional service outside normal collection schedules when necessary.



### **6.10 Safety and Public Order**

The Operator shall be responsible for reasonably monitoring campground activities to promote public safety; notifying appropriate authorities in the event of emergencies or serious violations; and implementing reasonable safety practices for staff and visitors.

### **6.11 General Maintenance**

The Operator shall perform routine and preventative maintenance necessary to preserve the appearance, functionality, and safety of the campground. Maintenance shall be performed in a professional manner consistent with industry standards for public campgrounds. It is the Operator's obligation to notify the City of any structural maintenance issues so that a licensed contractor or City employee may be assigned to repair them. Conditions posing immediate health or safety risk shall be secured or stabilized without delay and, as appropriate, reported to the City.

### **6.12 Janitorial Services**

The Operator shall be responsible for providing janitorial services necessary to maintain sanitary and serviceable conditions throughout the campground. Such services include regular cleaning and disinfecting of restroom facilities, picnic areas, and other high-use areas; pumping and servicing vault toilets and other waste facilities as necessary based on usage levels; and maintaining and servicing bear-resistant waste receptacles. The Operator shall supply its own janitorial supplies including toilet paper, etc. and keep restroom facilities appropriately stocked for use.

The Operator shall be responsible for the collection and proper disposal of litter and trash within the campground. Any service fees associated with waste removal shall be the responsibility of the Operator unless otherwise agreed in writing.

At the close of each operating season, the Operator shall clean, disinfect, and secure restrooms in coordination with the City.

### **6.13 Portable Restroom Facilities**

The Operator shall provide, at its sole cost and expense, a minimum of two (2) portable restroom facilities to serve the Allison Point Campground. Such facilities shall be placed in the southwest portion of the campground, specifically within the John Hunter Memorial Trail day-use parking area, unless otherwise approved by the City.

The Operator shall be responsible for scheduling the delivery and placement of the portable restroom facilities and for ensuring that all required servicing, maintenance, and cleaning are performed. To the extent such services are provided by the restroom supplier, the Operator shall remain responsible for coordinating and overseeing those services and for addressing any additional maintenance or cleaning needs necessary to ensure the facilities remain in a safe, sanitary, and functional condition throughout the operating season.



#### **6.14 Grounds and Vegetation**

The Operator shall maintain campground grounds in a safe and orderly condition. Vegetation shall be trimmed or removed as necessary to prevent safety hazards, obstruction of signage, or encroachment on campsites, roadways, or fencing.

#### **6.15 Painting and Surface Maintenance**

The Operator shall maintain painted or stained surfaces, including restroom facilities, signage, kiosks, and other improvements, in good condition and free from peeling, excessive fading, or visible deterioration. Surfaces shall be repainted or re-stained as necessary to maintain a clean and professional appearance. Any changes to color or finish shall require prior written approval from the City.

#### **6.16 Dump Station Accommodations**

The Operator shall inform campground users, by signage or other appropriate means, that on-site dump facilities are not available and shall provide directions to approved off-site R.V. dump stations in the Valdez area. All wastewater disposal shall comply with applicable state and local regulations.

#### **6.17 Seasonal Opening and Closing**

The Operator shall prepare the campground for seasonal opening and ensure that the facilities are secure and winterized at the close of the operating season in coordination with the City.

#### **6.18 Water System and Non-Potable Water**

If the Operator provides non-potable water tanks or other water distribution systems within the campground, the Operator shall be responsible for filling, testing, maintaining, and servicing such systems in compliance with all applicable federal, state, and local health standards.

All non-potable water sources shall be clearly marked "NON-POTABLE WATER" and communicated appropriately to the public.

The Operator shall be responsible for the maintenance and operation of any water systems under its control during the term of this Agreement and shall comply with all applicable regulatory requirements. Any fees associated with water service, testing, or regulatory compliance shall be the responsibility of the Operator unless otherwise agreed in writing.

#### **6.19 Grading**

The City shall be responsible for annual grading of primary campground driving surfaces unless otherwise agreed in writing.



## **6.20 Operational Signage**

All required operational signage shall be maintained in neat, legible, and weather-resistant condition to the City's satisfaction and approval.

The Operator shall provide, pay, install, and maintain the following signage within the campground, subject to prior written approval by the City as to size, design, color, placement, and content:

- a. Quiet hours
- b. Fee schedule
- c. Management contact information, including local phone number
- d. Designated fish cleaning areas
- e. Bear safety information
- f. General safety
- g. No parking or no camping areas, as applicable
- h. Disabled parking areas
- i. Non-potable water markings, where applicable
- j. Any additional signs reasonably required by the City for safety or operational purposes
- k. Campground rules

The Operator shall be responsible for repairing or replacing required signage during the operating season.

## **6.21 Operations Plan**

The Operator shall submit a detailed Operations and Maintenance Plan for City approval prior to commencement of operations.

The approved Operations Plan shall govern the day-to-day management of the campground and shall be consistent with the terms of this Agreement.

The Operations Plan may be updated from time to time during the term of this Agreement, subject to City approval.

In the event of a conflict between the Operations Plan and this Agreement, the terms of this Agreement shall control.

## **6.22 Operational Reporting Requirements**

The Operator shall submit an annual operations report to the City no later than November 1 of each year. The report shall summarize seasonal operations, including usage statistics and other operational data, and provide supporting documentation.



### **6.23 Incident Reporting**

The Operator shall notify the City within twenty-four (24) hours of any significant incident occurring on the premises, including but not limited to personal injury requiring emergency response, law enforcement involvement, significant property damage, wildlife incidents involving injury or aggressive behavior, or any event that may reasonably result in a claim against the City.

Written documentation of the incident shall be submitted to the City in a format approved by the City within five (5) business days unless otherwise directed.

### **6.24 Joint Seasonal Inspections**

The City and the Operator shall conduct a joint inspection of the campground prior to the start of each operating season to document facility condition and identify maintenance needs. A similar inspection shall occur at the close of each operating season.

### **6.25 City Inspections**

The City reserves the right to enter and inspect the premises at reasonable times during the term of the Agreement, to verify compliance with the terms and conditions of the Agreement.

### **6.26 Corrective Action**

If the City identifies a condition that does not comply with the Agreement, the City shall provide written notice to the Operator describing the deficiency and a reasonable timeframe for correction.

Failure to correct identified deficiencies within the specified timeframe may constitute default under the Agreement and may result in termination of this Agreement or the City performing corrective work and recovering associated costs from the Operator.

Nothing in this section limits the City's right to take immediate action in the event of a condition posing a threat to public health, safety, or property.

### **6.27 Prohibited Actions**

Unless expressly authorized in writing by the City, the Operator shall not:

- a. Sell, distribute, or serve alcoholic beverages on the premises;
- b. Conduct activities outside the scope of services described in this Agreement;
- c. Assign or subcontract management of the campground without prior written approval from the City; or
- d. Engage in any activity that is unlawful or inconsistent with the public purpose of the campground.



### **6.28 Improvements and Alterations**

The Operator shall not construct, install, modify, or remove any structure, facility, utility, or other improvement on the premises without prior written approval from the City.

All approved improvements shall comply with applicable federal, state, and local laws and regulations.

Unless otherwise agreed in writing, improvements constructed by the Operator shall become the property of the City upon expiration or termination of the Agreement or may be required to be removed at the City's discretion.

If the City requires removal of any Operator-installed improvement, the Operator shall remove such improvement and restore the premises to a condition acceptable to the City, reasonable wear and tear excepted.

The City may require submission of plans, specifications, or as-built documentation for approved improvements.

### **6.29 Advertising and Signage**

The Operator shall not misrepresent the nature of the campground, the services provided, or the Operator's relationship with the City in any advertisement, promotional material, website, social media platform, or public communication. The Operator shall not represent itself as an employee or department of the City. All public communications shall clearly identify the Operator as the independent operator of the campground and shall include accurate contact information for campground management.

Use of the City's name, logo, or branding shall require prior written approval from the City.

No signs, banners, or advertising devices shall be erected on City property within the campground area or along highways leading thereto without prior written approval from the City regarding location, design, size, color, and message.

## **7.0 COMPENSATION, FINANCIAL TERMS, AND REPORTING**

### **7.1 Compensation to the City**

As compensation for the opportunity to operate the campground, the Operator shall remit to the City five percent (5%) of Net Revenue generated from campground operations. Payment of the City's share of Net Revenue shall be remitted annually no later than December 31, unless otherwise specified in writing.



## **7.2 Financial Reporting**

The Operator shall maintain complete and accurate financial records related to campground operations. A detailed annual revenue and expense report, including supporting documentation, shall be submitted to the City no later than November 1st of each year. This report shall include gross revenues, operating expenses, and calculated net revenue for the operating season.

## **7.3 Net Revenue Definition**

For purposes of this Agreement, "Net Revenue" shall mean total gross revenue received from campground operations, less documented and reasonable operating expenses directly related to the management and operation of the campground. The City reserves the right to review and approve allowable expense categories.

## **7.4 Records and Audit**

The Operator shall maintain accurate books and records related to campground operations for a minimum of three (3) years following each operating season. The City reserves the right, upon reasonable notice, to review such records to verify compliance with the compensation provisions of the Agreement.

## **7.5 Late Payments**

Any unpaid amounts due under this section shall accrue interest at the maximum rate permitted by law.

## **7.6 Review and Dispute of Financial Report**

The City reserves the right to review and verify the annual financial report and supporting documentation. If the City identifies discrepancies or disputes the calculation of Net Revenue, the City shall notify the Operator in writing. The parties shall make a good-faith effort to resolve any discrepancies prior to the final determination of the amount owed.

## **8.0 DEFAULT AND TERMINATION FOR CAUSE**

### **8.1 Default**

The following shall constitute events of default under the Agreement:

- a. Failure to remit required payments to the City when due;
- b. Failure to maintain required insurance coverage;
- c. Failure to comply with material terms of this Agreement;
- d. Failure to correct deficiencies identified by the City within the timeframe specified in the written notice; or
- e. Abandonment of campground operations during the operating season without prior written approval from the City.



## **8.2 Notice of Opportunity to Cure**

Except in cases involving immediate threats to public health or safety, the City shall provide written notice of default and allow the Operator a reasonable opportunity to cure the default.

If the default is not cured within the time specified in the notice, the City may terminate this Agreement.

## **8.3 Immediate Termination**

The City may terminate the Agreement immediately upon written notice if:

- a. The Operator's actions pose an immediate risk to public health or safety;
- b. Required insurance coverage lapses; or
- c. The Operator engages in unlawful conduct related to the campground operations.

## **8.4 Effect of Termination**

Upon termination or expiration of the Agreement, the Operator shall cease operations and surrender the premises to the City in good condition, reasonable wear and tear excepted.

# **9.0 INSURANCE AND INDEMNIFICATION**

## **9.1 Insurance Requirements**

Without limiting the indemnification obligations below, the Operator shall procure and maintain, at its own expense, the following insurance coverage for the duration of the Agreement:

- a. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- b. Automobile Liability Insurance covering owned, hired, and non-owned vehicles with limits of not less than \$1,000,000 combined single limit; and
- c. Workers' Compensation Insurance as required by Alaska law and Employer's Liability coverage with limits of not less than \$500,000.

The City of Valdez shall be named as an additional insured on the Commercial General Liability policy.

The Operator's insurance shall be primary and non-contributory with respect to any insurance maintained by the City.

Insurance policies shall provide that coverage may not be canceled or materially modified without thirty (30) days' prior written notice to the City.



Certificates of insurance and other documentation the City may require evidencing required coverage shall be provided to the City prior to the commencement of operations and upon policy renewal.

For the purpose of waiver of subrogation, the Operator releases and waives all rights to claim or recover damages, costs or expenses against the City for any casualty of any type whatsoever in, on or about the premises if the amount of such damage, cost or expense has been paid to such damaged party under the terms of any policy of insurance required herein.

## **9.2 Indemnification**

The Operator shall indemnify, defend, and hold harmless the City of Valdez, its officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the Operator's performance, use, or occupancy under the Agreement, except to the extent caused by the sole negligence of the City. This indemnification obligation shall survive termination or expiration of the Agreement.

## **10.0 EXTERNAL IMPACTS AND LIMITATION OF LIABILITY**

The Operator acknowledges that operations at the Alyeska Marine Terminal may result in changes to access, security zones, or operational restrictions affecting the campground area.

If expansion or modification of the Alyeska Marine Terminal security zone, or other actions by Alyeska Pipeline Service Company, governmental authorities, or related entities, restrict access to or use of the campground and impact revenues, the Operator agrees that the City shall not be liable for any resulting loss of revenue, business interruption, or other damages.

## **11.0 DISCLAIMER OF LIMITATION OF LIABILITY**

The City makes no representation or warranty, express or implied, regarding the profitability, revenue potential, or level of campground usage under the Agreement. The Operator acknowledges that it has conducted its own investigation and assumes all risks associated with operating the campground. The Operator assumes all business risks associated with operation and maintenance of the campground.

*[Signatures to follow]*



IN WITNESS WHEREOF, the parties to this presence have executed this Agreement in two (2) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

**Silver Linings Management, LLC**

**City of Valdez, Alaska, Authorized**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Austin Love, Mayor Pro Tem

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Attested:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheri L. Pierce, MMC, City Clerk

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
City, State, Zip Code

**Recommended:**

\_\_\_\_\_  
Federal I.D. or S.S.N.

\_\_\_\_\_  
Nathan Duval, City Manager

**Corporate Secretary:**

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Bridget Rich, PRCS Director

\_\_\_\_\_  
Date

**Approved as to Form:**

Brena, Bell & Walker, P.C.

\_\_\_\_\_  
Jake W. Staser

\_\_\_\_\_  
Date