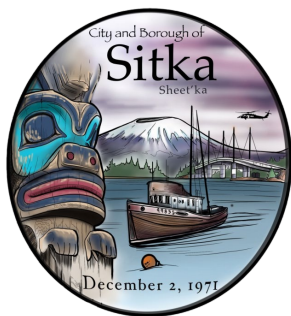


## **POSSIBLE MOTION**

**I MOVE TO** approve the license agreement between the Sitka Tribe of Alaska and the City and Borough of Sitka for the purpose of the Family Story Totem art display at Harrigan Centennial Hall and authorize the Municipal Administrator to execute this document.




# CITY AND BOROUGH OF SITKA

A COAST GUARD CITY

## MEMORANDUM

**To:** Mayor Eisenbeisz and Assembly Members

**From:** John Leach, Municipal Administrator 

**Date:** April 6, 2022

**Subject:** License Agreement between Sitka Tribe of Alaska and the City and Borough of Sitka for the Purpose of an Art Display at Harrigan Centennial Hall

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### **Background**

The Sitka Tribe of Alaska (STA) has come to own a piece of art from Preston Singletary, in the form of a sculptural bronze totem pole, named "Family Story Totem." The Totem depicts a story about the artist's great-grandmother, a Tlingit woman who lived in Sitka.

Both the City and Borough of Sitka (CBS) and STA identify mutual benefit in public display of the Totem for use and enjoyment of the public at Harrigan Centennial Hall (HCH).

### **Analysis**

After many planning meetings, CBS and STA have identified and agreed upon a suitable location that meets the needs of both parties. A license agreement was developed to memorialize the installation, maintenance, ownership, and insurance of the Totem to be displayed at HCH.

To accomplish the shared goal of public display of the Totem at HCH, the Parties agree to the following:

1. The City shall license and allow the Tribe to display the Totem at HCH, near the existing display Canoe, as described/reflected in the attached Site Map; and
2. The City, at its own costs, shall execute, in coordination with the Tribe and in accordance with recommendations from the artist, installation of the Totem at HCH; and
3. The City shall ensure that the area where the Totem is installed will have adequate and consistent lighting to deter vandalism; and
4. The City shall ensure that its employee or contractor who carries out site

- management at HCH shall perform routine visual inspections of the Totem;  
and
5. The City shall inform the Tribe as soon as possible of any damage to the Totem due to vandalism or natural causes; and
  6. The City accepts maintenance responsibilities for and shall maintain the Totem for normal conditions, i.e., routine cleaning and preservation of appearance; and
  7. The City shall abstain from installing any other art or display material within five (5) feet of the Totem; and
  8. The Parties shall reach agreement for any interpretive display material that will accompany the Totem; and
  9. The Tribe shall be responsible for repairing any damage to the Totem due to vandalism or natural causes; and
  10. The Tribe shall retain ownership of the Totem; and
  11. The Tribe shall provide insurance coverage for the Totem for damage or destruction.

The term of this License shall be perpetual, unless terminated as hereafter provided. Either Party may terminate this License upon written notice of at least 120 days to the other Party. The Party giving notice of termination and requesting to have the Totem moved shall pay the related costs. If the Tribe requests to have the Totem moved, the Tribe shall be required to ensure that the area at HCH is free of tripping hazards, but the Tribe shall not be required to repair or replace surface material unless it is necessary to mitigate a tripping hazard.

### **Fiscal Note**

STA is currently funding the shipment of the Totem into Sitka, but the CBS will be responsible for the installation and maintenance of the Totem as outlined in the agreement. Cost estimates are being developed now, and a future supplemental appropriation may be required to fund the installation. Costs are not expected to exceed \$10,000 for installation of the display.

### **Recommendation**

Authorize the Administrator to execute the license agreement between STA and the CBS for the purpose of the Family Totem art display at Harrigan Centennial Hall.

Encl: License Agreement for Family Totem Art Display

**LICENSE FOR LIMITED USE OF CITY REAL PROPERTY BY THE TRIBE  
FOR PURPOSE OF AN ART DISPLAY  
WITH RELATED AGREEMENTS BETWEEN THE TRIBE AND THE CITY**

The City and Borough of Sitka (hereafter "City") owns real property known as Harrigan Centennial Hall, located at 330 Harbor Drive, Sitka, Alaska (hereafter "HCH"). The Sitka History Museum is located at HCH, leased and operated by the Sitka Historical Society, Inc.

The Sitka Tribe of Alaska (hereafter "Tribe") has come to own a piece of art from Preston Singletary, in the form of a sculptural bronze totem pole, named Family Story Totem (hereafter "Totem"). The Totem depicts a story about the artist's great-grandmother, a Tlingit woman who lived in Sitka.

Both the City and the Tribe (hereafter collectively "Parties") identify mutual benefit in public display of the Totem for use and enjoyment of the public in Sitka at HCH.

To accomplish the shared goal of public display of the Totem at HCH, the Parties agree to the following:

1. The City shall license and allow the Tribe to display the Totem at HCH, near the existing display Canoe, as described/reflected in the attached Site Map; and
2. The City, at its own costs, shall execute, in coordination with the Tribe and in accordance with recommendations from the artist, installation of the Totem at HCH; and
3. The City shall ensure that the area where the Totem is installed will have adequate and consistent lighting to deter vandalism; and
4. The City shall ensure that its employee or contractor who carries out site management at HCH shall perform routine visual inspections of the Totem; and
5. The City shall inform the Tribe as soon as possible of any damage to the Totem due to vandalism or natural causes; and
6. The City accepts maintenance responsibilities for and shall maintain the Totem for normal conditions, i.e., routine cleaning and preservation of appearance; and
7. The City shall abstain from installing any other art or display material within five (5) feet of the Totem; and
8. The Parties shall reach agreement for any interpretive display material that will accompany the Totem; and
9. The Tribe shall be responsible for repairing any damage to the Totem due to vandalism or natural causes; and
10. The Tribe shall retain ownership of the Totem; and
11. The Tribe shall provide insurance coverage for the Totem for damage or destruction.

The term of this License shall be perpetual, unless terminated as hereafter provided. Either Party may terminate this License upon written notice of at least 120 days to the other Party. The Party giving notice of termination and requesting to have the Totem moved shall pay the

related costs. If the Tribe requests to have the Totem moved, the Tribe shall be required to ensure that the area at HCH is free of tripping hazards, but the Tribe shall not be required to repair or replace surface material unless it is necessary to mitigate a tripping hazard.

Executed on behalf of the Parties on the date(s) written below:

**CITY AND BOROUGH OF SITKA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: John Leach  
Its: Municipal Administrator

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by John Leach, Municipal Administrator of the CITY AND BOROUGH OF SITKA, an Alaska home rule municipality, on behalf of the municipality.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires: \_\_\_\_\_

**SITKA TRIBE OF ALASKA**

04/03/2022  
\_\_\_\_\_  
Date

*Alicia Gassman*  
\_\_\_\_\_  
By: Alicia Gassman  
Its: General Manager

STATE OF ALASKA                    )  
  ) ss.  
FIRST JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of April, 2022, by Alicia Gassman, General Manager for the SITKA TRIBE OF ALASKA, a federally recognized tribal government, on behalf of the tribal government.



*Dianna Audette*  
\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My commission expires: 03/19/2025



Height – 12 feet

Width – 15.6 feet

To Canoe – 8.6 feet