

**First Amendment to Memorandum of Agreement
Between
City and Borough of Sitka (“CBS”)
and
Sitka Recreation Foundation (“SRF”)**

Re: Parks and Recreation Master Plan

This First Amendment amends the Memorandum of Agreement between the CBS and SRF regarding the Parks and Recreation Master Plan, effective February 5, 2026 (the “MOA”). Capitalized terms not defined in this First Amendment have the meanings given in the MOA.

WHEREAS Section 3 of the MOA provides that the CBS will provide \$14,900 in funding support to develop the Master Plan; and

WHEREAS the CBS Assembly, by Ordinance 2026-17 adopted July 28, 2026, appropriated an additional Twenty Thousand Dollars (\$20,000.00) toward completion of the Master Plan; and

WHEREAS Section 4 of the MOA contemplates CBS funding beyond the stated amount only from grants or support sources accessible exclusively to government entities, and the Parties wish to amend the MOA to reflect the additional appropriation; and

WHEREAS the Parties wish to confirm that the additional appropriation does not constitute an assumption by the CBS of any obligation SRF has incurred with its existing funding; and

WHEREAS Section 9 of the MOA provides that amendments must be in writing and signed by authorized representatives of both the CBS and SRF.

NOW, THEREFORE, the Parties agree that the MOA is amended as follows:

1. Additional Funding Support

The final bullet of Section 3 is deleted and replaced with the following:

“The CBS agrees to provide funding support to develop the Master Plan in a total amount not to exceed \$34,900, consisting of the \$14,900 previously committed and an additional \$20,000 appropriated by Ordinance 2026-17. This is a one-time, not-to-exceed commitment. SRF is solely responsible for all costs of the Master Plan in excess of that amount, and the CBS has no obligation, express or implied, to provide further funding.”

2. Funding Contingency

Section 4 is amended as follows:

- a. The additional \$20,000 is provided under Section 3 as amended and is not subject to the limitation in the second paragraph of Section 4 regarding funds secured through grants or support sources accessible exclusively to government entities.
- b. The return of funds obligation in the third paragraph of Section 4 applies to the entire amount of funding provided by the CBS under Section 3 as amended, including the additional \$20,000.

3. Indemnification

Section 6 is deleted and replaced with the following:

“6. Indemnification:

SRF shall defend, indemnify, and hold harmless the CBS and its Assembly members, officers, employees, agents, and volunteers from and against all claims, demands, suits, losses, damages, liabilities, judgments, costs, and expenses, including reasonable attorney fees and costs of defense, arising out of or in connection with (a) the procurement and creation of the City of Sitka Parks and Recreation Master Plan, (b) any contract, purchase order, or other obligation entered into or incurred by SRF, and (c) any grant agreement, pledge, donation, or other funding commitment made by or to SRF in connection with the Master Plan. This obligation does not extend to claims arising from the sole negligence or willful misconduct of the CBS.

SRF’s duty to defend arises upon written tender of a claim by the CBS, is independent of and broader than its duty to indemnify, and applies whether or not the claim is groundless, false, or fraudulent. SRF shall retain counsel reasonably acceptable to the CBS. The CBS may participate in its own defense at its own expense.

This Section survives the expiration or termination of this MOA.

The CBS makes no warranties, express or implied, with respect to the services provided under this Agreement, including but not limited to warranties of merchantability or fitness for a particular purpose.”

4. No Assumption of SRF Obligations

The MOA is amended by adding the following as Section 10:

“10. No Assumption of SRF Obligations. The CBS is not a party to, and does not assume, adopt, ratify, guarantee, or become surety for, any contract, purchase order, grant agreement, pledge, or other obligation entered into or incurred by SRF, whether before or after the effective date of the First Amendment to this MOA, and whether funded by CBS funding support, private contributions, donor or grant funds, or any other source. The provision of funding support by the CBS under Section 3 does not constitute an

assumption, ratification, or adoption of any such obligation. SRF has no authority, actual or apparent, to bind the CBS or to represent to any third party that the CBS is responsible for payment or performance under any SRF contract or funding commitment. Nothing in this MOA creates any right, claim, or cause of action in favor of any contractor, subcontractor, consultant, donor, funder, or other third party against the CBS. This Section survives the expiration or termination of this MOA.”

5. Ratification

Except as expressly amended by this First Amendment, all terms and conditions of the MOA remain in full force and effect. In the event of a conflict between this First Amendment and the MOA, this First Amendment controls.

6. Effective Date

This First Amendment is effective as of the last date of signature below.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the dates written below.

City and Borough of Sitka (CBS)

Signed _____
John Leach
Municipal Administrator

Date _____

Sitka Recreation Foundation (SRF)

Signed _____
Andrew Friske
Board President

Date _____