

**Memorandum of Agreement
Between
City and Borough of Sitka ("CBS")
and
Sitka Recreation Foundation ("SRF")**

Re: Feasibility Study and design concepts– athletic fields

Purpose: This Memorandum of Agreement ("MOA") establishes the understanding and responsibilities between the City and Borough of Sitka (CBS) and the Sitka Recreation Foundation (SRF) with respect to pursuing two feasibility studies and potential design concept creation related to the construction of new recreation athletic facilities in Sitka, Alaska.

This MOA is project-specific and supplements the existing Memorandum of Understanding between the parties.

1. Project Description:

SRF intends to pursue funding for two feasibility studies and potential design concepts to evaluate the potential construction of a track and field facility at one of the following locations:

- Lower Moller Field (212 Moller, Sitka, AK, Parcel Number: 1-4480-000)
- Kimsham Field (308 Kimsham, Sitka, AK, Parcel Number: 3-0280-000 & 1-5975-026)

The feasibility studies will examine engineering, environmental, geotechnical, permitting, constructability, and cost considerations for developing a track and field at each site and at Kimsham Field upgrading the women's softball field to a turf surface.

Design concept will be developed for the preferred field site identified through feasibility studies for the track and field and will include upgrading the existing women's softball field at the Kimsham Field complex. Design concepts will provide detailed site plans, capital cost projections, construction considerations and maintenance projection needs.

2. Responsibilities of SRF:

- SRF will seek and secure funding necessary to obtain feasibility studies and design concept.
- Upon securing funding, SRF will procure qualified professional services to conduct feasibility studies.
- Before contracting for the studies, SRF will provide the draft scope(s) of work for each feasibility study to the CBS for review.
- When feasibility studies are complete and a preferred site is selected SRF will contract with a design firm to complete design concept.

- SRF will ensure that the scopes of work reflect the CBS's requirements, feedback, and applicable guidelines.
- Once approved by the CBS, SRF will pay for contracts in full.
- Upon completion, SRF will provide the final feasibility studies and design concepts to the CBS for its use, ownership, and future planning.

3. Responsibilities of the CBS:

- The CBS will review the draft scopes of work for feasibility studies and design concept in a timely manner.
- The CBS will confirm whether the scopes of work meet relevant CBS standards, guidelines, and requirements.
- If revisions are required, the CBS will provide clear written comments to SRF.
- Upon approval of the scopes of work, the CBS acknowledges that SRF may proceed with procurement of qualified professional services.
- The CBS agrees to accept the completed feasibility studies and design concept as an in-kind donation of services and product from SRF.

4. Agreement Regarding Naming Rights and Donor Recognition:

To facilitate fundraising and donor solicitation, the SRF is authorized to utilize a tiered donor recognition structure. The SRF warrants that all recognition strategies shall adhere to established CBS policies governing donations and the naming of property and facilities.

The CBS and the Assembly agree to honor donor recognitions designated by the SRF, including but not limited to:

- Donor names listed on plaques and general signage;
- Discreet engraved markers along pathways;
- Individual donor plaques and benches/seating; and
- Naming rights for the complex reserved for legacy and major donors.

5. Funding Contingency:

SRF's obligations under this MOA to obtain and provide the feasibility studies and design concept are contingent upon SRF successfully securing the necessary funding. If SRF is unable to obtain sufficient funding, SRF shall not be required to procure, complete, or donate the unfunded portions of outlined responsibilities, and no penalty or further obligation shall arise.

CBS may contribute to the funding of the Design and Construction phases, contingent upon the availability of funds secured through grants or support sources accessible exclusively to government entities.

In the event that SRF is unable to secure the requisite funding for any phase of this project as defined herein, and within future construction phases, the CBS shall be held harmless and shall incur no responsibility or liability for any obligations or commitments entered into by SRF with any third-party funding or donor entities.

6. General Provisions:

- This MOA does not obligate the CBS to fund, design, or construct a track and field facility.
- Nothing in this MOA supersedes existing laws, regulations, or the parties' overarching Memorandum of Understanding.
- Amendments to this MOA must be made in writing and signed by both parties.

7. Indemnification:

SRF agrees to indemnify and hold harmless the CBS from and against all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with SRF's use of the CBS athletic facilities.

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.

8. Term and Termination:

Term: This Agreement shall commence on the Effective Date (as indicated by the last date of signature below) and shall continue in perpetuity unless terminated in accordance with the provisions of this Article.

Termination by the CBS: The CBS shall have the right to terminate this Agreement at any time by providing SRF with thirty (30) calendar days' prior written notice of termination. Such notice shall be delivered to SRF's designated contact person via certified mail or email to the address specified in SRF's most recent official communication to the CBS. The notice shall clearly state the effective date of termination.

Termination by SRF: SRF shall not have the right to unilaterally terminate this Agreement except by mutual written agreement with the CBS.

9. Entire Agreement:

This MOA constitutes the entire understanding between the CBS and SRF regarding the subject matter herein and supersedes all prior agreements and understandings, whether oral or written.

10. Amendments:

SRF may petition the CBS for amendments to the MOA. Any amendments to this MOA must be in writing and signed by authorized representatives of both the CBS and SRF.

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

City and Borough of Sitka (CBS)

Signed _____

Date _____

John Leach
Municipal Administrator

Sitka Recreation Foundation (SRF)

Signed _____

Date _____

Andrew Friske
Board President