

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

Re: Parks and Recreation Master Plan

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 contracting and creating a comprehensive Parks and Recreation Master Plan for the City of Sitka.

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

As outlined in the Memorandum of Understanding ("MOU") by and between the City and Borough of Sitka ("CBS") and the Sitka Recreation Foundation ("Foundation"), which establishes and defines the rights, responsibilities, and obligations between the Parties with respect to the continued success and prosperous growth of the CBS Parks and Recreation Program ("Program").

WHEREAS the CBS is a home rule municipality, organized and operating under the laws of the State of Alaska; and

WHEREAS the CBS, through its "Program", owns, operates, and maintains real estate, buildings and other recreational facilities, and operates a wide variety of parks and recreation programs and services; and

WHEREAS the Program maintains the stated balanced, sustainable and value focused system of parks, recreation and public spaces that creates a sense of community; and

WHEREAS the Program's mission is to:

- (1) deliver parks, recreation programs and public spaces that reflect the priorities of the community;
- (2) support tiered levels of service that recognize the diverse needs of the community; and
- (3) focus on sustainability of core programs, services, and facilities through efficient and effective business practices; and

WHEREAS the Foundation was formed in 2023, and supports the quality of life in our community, and with the purpose to support the vision and strategic goals of the Program; and

WHEREAS the primary purpose of the Foundation will support community recreation programs, services, and facilities by facilitating financial and human investments in recreational opportunities; and

WHEREAS the Foundation operates as a legal entity separate from the CBS, and is governed by an independently elected Boards of Directors; and

WHEREAS the Foundation and the CBS wish to assure the continued success and prosperous growth of the Program by memorializing the responsibilities and obligations of the Foundation and the CBS.

NOW, THEREFORE, in consideration of the mutual efforts to support this MOA and the development of a Parks and Recreation Master Plan for the CBS and the community of Sitka, the CBS and the Foundation agree as follows:

1. Project Description:

SRF intends to pursue funding to contract for the creation of a Parks and Recreation Master Plan for the City and Borough of Sitka. This Master Plan will serve as a long-term guiding document for the management, enhancement, and development of parks, trails, open spaces, and recreational facilities within the City and Borough of Sitka.

The Master Plan will include, but is not limited to, an inventory of existing assets, a community needs assessment, public engagement processes, and strategic recommendations for future capital improvements, programming, and maintenance.

2. Responsibilities of SRF:

- SRF will seek and secure funding necessary to fund the creation of the Master Plan.
- Upon securing funding, SRF will procure qualified professional planning services to develop the Master Plan.
- Before contracting for the services, SRF will provide the draft scope of work and to the CBS for review.
- SRF will ensure that the scope of work reflects the CBS's requirements, feedback, and strategic goals for the community.
- Once the scope is approved by the CBS, SRF will pay for the Master Plan services in full.
- Upon completion, SRF will provide the final Parks and Recreation Master Plan to the CBS for its use, ownership, and use in future planning.
- SRF agrees to follow relevant procurement processes when necessary and will provide final contractor agreements and invoices with the final Master Plan product.

3. Responsibilities of the CBS:

- The CBS will review the draft scope of work for the Master Plan in a timely manner.
- The CBS will confirm whether the scope of work meets relevant CBS standards, planning goals, and requirements.
- The CBS will provide necessary data, access to existing facility information, asset management inventories, and staff coordination required for the consultant to accurately assess the current state of CBS recreation assets.

- If revisions to the scope are required, the CBS will provide clear written comments to SRF.
- Upon approval of the scope of work, the CBS acknowledges that SRF may proceed with procurement of qualified professional services.
- The CBS agrees to accept the completed Parks and Recreation Master Plan and consult the completed Master Plan when considering recreation budget, maintenance and future development planning.
- The CBS agrees to provide \$14,900 in funding support to develop the Master Plan.

4. Funding Contingency:

SRF's obligations under this MOA to obtain and provide the Master Plan are contingent upon SRF successfully securing the necessary funding within one year (possible 6 month extension(s) on a case by case basis if mutually agreed upon by both parties) of obtaining funding support from the CBS. If SRF is unable to obtain sufficient funding for the Master Plan, SRF shall not be required to procure, complete, or donate the unfunded study or plan, and no penalty or further obligation shall arise.

CBS may contribute to the funding of the Master Plan beyond the stated above amount, 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 and complete the Master Plan as defined herein, the entirety of the funding provided by the CBS must be returned. The CBS shall be held harmless and shall incur no responsibility or liability for any obligations or commitments entered into by the SRF with any third-party funding or donor entities.

5. General Provisions:

- This MOA does not obligate the CBS to fund, design, or construct any specific project or facility recommended within the Master Plan.
- 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.

6. 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 the procurement and creation of the City of Sitka Parks and Recreation Master Plan.

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.

7. 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.

8. 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.

9. 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