



Matanuska-Susitna Borough

FISH CREEK PARK COMMUNITY ROOM AGREEMENT

This Agreement (hereinafter "Agreement") is made between the Matanuska-Susitna Borough (hereinafter "MSB"), whose mailing address is 350 East Dahlia Avenue, Palmer, Alaska 99645 and **Big Lake Community Council**, (hereinafter "BLCC") whose mailing address is;

Big Lake Community Council

P.O. Box 520932
Big Lake, AK 99652

1. Park Area

The BLCC agrees to operate the Community Room located at Fish Creek Park to manage rentals and schedule events as needed shown in Exhibit A.

2. General Care

The BLCC agrees to maintain, care and schedule the Community Room under the terms of this Agreement.

The frequency of care will depend on the amount of use during various times of the year. It is expected that the BLCC will perform inspections once a month from March - October, and more often during periods of heavy recreational use.

The BLCC agrees to perform and supervise the following work regarding the Community Room:

- Clean up and dispose of litter
- Place and maintain adequate signage
- Maintain a schedule for events and rentals
- Maintain a fee schedule for rentals and use
- Collect Fees for use
- Provide a rental form for users approved by the Borough

3. Utilities

The Matanuska Susitna Borough shall pay for the electrical meter and usage

4. General Maintenance

The Matanuska Susitna Borough shall clean and supply the bathrooms, perform general maintenance on the Community Room and building, repair damage/vandalism, lawn maintenance and paint as needed.



5. Agreement Term

This agreement is valid from the date of execution by all parties for a period of two years. The Agreement may be renewed as long as the BLCC has performed in accordance with the Agreement and rules. To extend the agreement beyond two years, the BLCC must notify the Borough in writing no less than 90 days prior to the expiration of the agreement.

This Agreement may be cancelled at any time within the term by the BLCC or MSB, with 30-days notice to the other party to this Agreement. See #8.

6. Permits, Laws and Taxes

All activities authorized under this Agreement shall be conducted in compliance with all applicable federal and state constitutions, federal, state and local laws, regulations and orders of governmental authorities having jurisdiction over the property, now or hereafter, in effect during the term of this Agreement and BLCC agrees to obtain the necessary approvals from all third party interests and obtain all permits or written authorization required by the applicable laws, rules and regulations from governing authorities. BLCC agrees to provide proof of applicable licenses and permits as requested by the Matanuska-Susitna Borough. All taxes related to this Agreement, if any, shall be kept current.

7. Non-Discrimination

BLCC shall not discriminate against any applicant on the basis of race, sex, color, religion, creed, gender, national origin, age, disability or marital or veteran status.

8. Inspection of Premises

A designated City representative may at any time enter and inspect the ball fields.

9. Defense and Indemnification

BLCC shall agree to indemnify, defend, and hold and save the BLCC, its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees for or on account of any and all legal actions or claims of any character. BLCC shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, deprivation of constitutional rights, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from BLCC or BLCC's officers, agents, employees, partners, attorneys, suppliers, visitors, whether invited or not, licensees, guests, and subcontractors performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts



omissions by the BLCC or its agents which are said to have contributed to the losses, failure, violations, or damage. If any portion of this clause is voided by law or court of competent jurisdiction, the remainder of the clause shall remain enforceable.

10. Insurance

Without limiting BLCC's indemnification, BLCC shall purchase, at its own expense and maintain in force at all times during the Term of Use, comprehensive general liability insurance as described below.

Where specific limits are shown, it is understood that they shall be the minimum acceptable limits unless risk allocation assessments performed by an insurance company proves otherwise. If BLCC policies contain higher limits, the Matanuska Susitna Borough shall be entitled to the extent of such higher limits.

Comprehensive (Commercial) General Liability Insurance. BLCC shall provide and maintain coverage of not less than \$1,000,000 combined single limit per occurrence bodily injury or property damage.

Certificates of insurance must be furnished to the Matanuska Susitna Borough prior to the first day of the Term of Use and must provide for a thirty (30) day prior notice of cancellation, non-renewal or other material change. Failure to furnish certificates of insurance or notices of lapse on any policy constitutes a material breach and grounds for termination of this agreement.

11. MSB assistance

The BLCC shall request assistance from the MSB for help with work that the BLCC considers to be beyond their capability or resources. The BLCC may not alter the building or Community Room in any way without prior Borough approval.

Where applicable, the MSB will provide enforcement of park use rules.

12. Conditions and reporting

The BLCC agrees to provide regular reports to the MSB on damages, vandalism, needed repairs, and maintenance issues. The Borough will respond in a timely manner depending on work load and staffing availability.



13. Cancellation

This Agreement may be cancelled at any time within the term by the BLCC or MSB, with 30-days notice to the other party to this Agreement.

14. Operational needs

The MSB and the BLCC agree and understand that all activities and functions under this Agreement, for both the MSB and the BLCC, are subordinate to, and subject to, the operational needs and governmental responsibilities of the MSB.

15. Agreement administration

- a) The Community Development Department Director or designee will be the representative of the MSB administering this agreement. Correspondence and communications shall be made to:

MSB Community Development Department
350 E. Dahlia Avenue
Palmer, Alaska 99645

- b) The BLCC activities shall be supervised and directed by _____.
Correspondence and communications shall be made to:

Big Lake Community Council
P.O. Box 520932
Big Lake, AK 99652

I have read the foregoing Agreement, understand it, and agree to abide by it and all applicable statutes, ordinances, rules, and regulations when performing under this Agreement.

Big Lake Community Council

Print name of representative/supervisor

Signature

Date