

**MEMORANDUM OF AGREEMENT BETWEEN
HANK HARMON PUBLIC RANGE BOARD
AND
CITY AND BOROUGH OF JUNEAU**

WHEREAS, the City and Borough of Juneau, through the Parks and Recreation Department, (hereinafter "CBJ") wishes to engage Hank Harmon Public Range Board (HHPR) for the purpose of operating and maintaining the Hank Harmon Public Range located within Montana Creek Natural Area Park; and

WHEREAS, the Hank Harmon Public Range is a public facility owned by the City & Borough of Juneau and open to the general public at no cost; and

WHEREAS, the CBJ intends to retain care, custody, and control of the Hank Harmon Public Range; and

WHEREAS, HHPR responded to a Request for Interest issued by CBJ and has been selected by CBJ to help operate and maintain the Hank Harmon Public Range; and

WHEREAS, HHPR represents that it is in all respects qualified to perform such services;

THEREFORE, the CBJ and HHPR agree as, as follows:

The parties intend that an independent contractor relationship will be created by this agreement. The CBJ is only interested in the results to be achieved as provided in this agreement. The conduct and control of the work will lie primarily with HHPR, as directed by CBJ. HHPR is not considered to be an agent or employee of the CBJ for any purpose, and the members of HHPR are not entitled to any benefits that CBJ provides for CBJ employees. CBJ does not agree to use HHPR exclusively. HHPR does not agree to work for CBJ exclusively.

A. Scope of Service. HHPR will carry out in a professional and prudent manner all of the services described, outlined, and agreed upon below and as described in the Hank Harmon Public Range Annual Operating Plan.

1. Hank Harmon Public Range shall:

- a) Operate and maintain the Hank Harmon Public Range in accordance with the Annual Operating Plan, as well as the regulations and policies of the CBJ. The management area to designated in this agreement is shown in Attachment A – Management Boundary.
- b) Maintain and keep the Hank Harmon Public Range in good repair and operating condition. Services include: opening and closing the facility gate each day according to posted hours; removing snow from the parking lot; cleaning and stocking of the vault toilet; general painting; emptying garbage

cans; picking up litter; organizing regular cleanup days; and managing vegetation (except large tree removal).

- c) Immediately notify CBJ of any accidents, injuries, incidents, or unsafe conditions.
- d) Recommend fees to be charged by CBJ for private and/or commercial use of the Hank Harmon Public Range.
- e) Recommend rules and regulations to be established by CBJ for use of the Hank Harmon Public Range.
- f) Apply for grant funding for range improvements and collaborate with CBJ on the work.
- g) Maintain an ex-officio seat on the board for a CBJ Parks and Recreation representative and see that other shooting sports organizations are represented.
- h) Provide a written report to CBJ each year by July 31st documenting activities of the preceding calendar year, including but not limited to: board organized events held at the range; maintenance; range improvements; cleanup days; grant activity; and other significant items. Requirements are listed in Attachment B- Annual Operating Report Requirements for Previous and Future Year.
- i) Provide an Annual Operating report to CBJ each year by July 31st detailing regular operations planned for the upcoming year, special events or activities planned and planned projects. Requirements are listed in Attachment B- Annual Operating Report Requirements for Previous and Future Year.

2. CBJ shall:

- a) Be responsible for establishing rules and regulations governing public use of the Hank Harmon Public Range.
- b) Pay for electrical service, dumpster service, and pumping of the vault toilet.
- c) Allow HHPR to post signage about events, appropriate range use, rules and regulations and collect monetary donations from the public for the Hank Harmon Public Range.
- d) Manage and coordinate requests for private and commercial use of the Hank Harmon Public Range, including the collection of fees and issuing of permits. CBJ shall coordinate the schedule of range use for private and commercial events with HHPR.
- e) Review and approve the recommendations of HHPR when setting fees for private and/or commercial use of the Hank Harmon Public Range.

- f) Review and approve the recommendations of HHPR when setting rules and regulations for use of the Hank Harmon Public Range.
- g) Support HHPR efforts to secure grants and other funding for range improvements.
- h) Work collaboratively with HHPR on maintenance needs and assist when feasible on maintenance projects.

B. Personnel and Licenses.

1. Except as noted in the yearly work plan, HHPR represents that it has or will secure at its own expense all personnel and labor required in performing the services under this agreement. Personnel may include, but are not limited to, a caretaker and/or Range Safety Officer.
2. All of the services permitted hereunder will be performed by HHPR or under its supervision.
3. HHPR warrants that it is fully licensed under all applicable local, state, and federal laws to perform services to be provided hereunder.

C. Time of Performance. The services of HHPR may commence as soon as practicable upon signing of this agreement. This agreement begins on the date of signature below by the Parks and Recreation Department and terminates on December 31st, 2024.

D. Reporting. The CBJ's primary representative for this agreement shall be the Parks and Recreation Deputy Director. The Parks and Recreation Parks and Landscape Supervisor shall be an alternate representative. The CBJ shall not be liable for HHPR expenses incurred in reliance on directions received from any other municipal officer or employee. The HHPR primary representative for this agreement shall be the President. The HHPR Vice-President shall be the alternate. Reliance by the CBJ on representations by any other person shall be at the CBJ's own risk.

E. Termination for Convenience. CBJ or HHPR may terminate this agreement at any time upon 30 days' written notice.

F. Agreement. All parties mutually agree to the terms of this Memorandum of Agreement. The Memorandum of Agreement should not be construed in favor of or against any party. This Memorandum of Agreement contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained therein; and this agreement and yearly work plans shall supersede all previous communications, representations or agreement, either oral or written, between the parties.

G. Changes. The CBJ may require changes in the scope of the agreement from time to time. The parties may meet to discuss changes that are necessary to the scope of this agreement, which the parties shall mutually agree to in writing.

H. Equal Employment Opportunity. HHPR will not discriminate because of race, religion, color, sex, national origin, age, disability, marital status, changes in marital status, pregnancy or parenthood, sexual orientation, gender identity, or gender expression.

I. Conflicts of Interest. HHPR warrants that no employee or officer of the CBJ has violated the conflict of interest provisions of CBJ code regarding this agreement. HHPR also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or office of the CBJ, and that it will not do so as a condition of this agreement. If HHPR learns of any such conflict of interest, HHPR shall without delay inform the City and Borough Attorney or CBJ's representative for this contract.

J. Assignability. HHPR shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the CBJ.

K. Inspection and Retention of Records. The CBJ may inspect, in the manner and at reasonable times it considers appropriate, all of HHPR facilities, records, and activities having any relevance to this agreement. HHPR shall retain financial and other records relating to the performance of this agreement for a period of six (6) years, or until the resolution of any audit findings, claims, or litigation related to the contract.

L. Insurance Requirements. Any entity that HHPR contracts with for completion of any services or projects shall maintain the following insurance coverage. HHPR must provide and maintain proof of contractor's certification of proper insurance coverage or binder, along with amendatory endorsements, to the City and Borough of Juneau. Proof of the following insurance is required:

Commercial General Liability Insurance. Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Contractor. This amount must be at least \$1,000,000 per occurrence, and \$2,000,000 aggregate. This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.

M. Volunteers. Any unpaid volunteers assisting HHPR will sign the Release Waiver provide by CBJ.

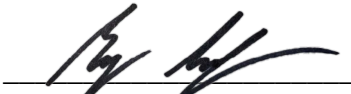
N. Indemnification. HHPR agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the HHPR's performance of this agreement, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ

relating to this contract. The obligations of HHPR arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify HHPR in a timely manner of the need for indemnification, but such notice is not a condition precedent to HHPR's obligations and is waived where HHPR has actual notice.

- O. Choice of Law, Jurisdiction.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Contractor specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.
- P. Applicability of Alaska Public Records Act.** HHPR acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40. 25. 120) and that all documents received, owned or controlled by the CBJ in relation to this agreement must be made available for the public to inspect upon request, unless an exception applies. It is HHPR's sole responsibility to clearly identify any documents HHPR believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by HHPR, the CBJ will notify HHPR as soon as practicable prior to making any disclosure. HHPR acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court HHPR deems necessary in order to protect its interests. Should HHPR fail to notify the CBJ of its objection or to file suit, HHPR shall hold the CBJ harmless of any damages incurred by HHPR as a result of the CBJ disclosing any of HHPR's documents in the CBJ's possession. Additionally, HHPR may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.
- Q. Severability.** If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.
- R. Waiver.** Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- S. Contacts:**
1. The contact for the CBJ is: Michele Elfers, Deputy Director, (907) 364-2390, Michele.Elfers@juneau.org and Colby Shibler, CBJ Parks and Landscape Supervisor, (907) 364-2800, Colby.Shibler@juneau.org.
 2. The contact for HHPR is: current President or designee, Hank Harmon Public Range, P. O. Box 21262, Juneau, AK 99802, HHPR.Juneau@gmail.com.

This memorandum of agreement is entered into as of the date signed below:

Date: Feb. 16, 2021



George Schaaf
Parks and Recreation Director

Date: 2-13-2021



Ari Sassi
HHPR President

Attachment A
-Management Boundary
for Hank Harmon Public
Range Use Agreement



Attachment B

Hank Harmon Public Range Use Agreement

Annual Operating Report Requirements for Previous and Future Year

The following items shall be included in the report.

- Names of Board members and any other members or sponsors.
- Financial statement and proposed budget for the next fiscal year.
- Range rules and regulations.
- Copies of Articles of Incorporation and current Bylaws.
- List of facility events and dates for the previous year.
- Program and operational plan for upcoming year.
- List of improvements made to the property in the past year.
- List of proposed improvements to the property for the next year.
- Proposed project list with costs and prioritization for any CBJ funding requests.
- Summary of accident and incident reports for the previous year.
- Reports of any corrective actions, changes in operations, or facility safety plans as a result of problems or issues encountered through the year.