

**COOPERATIVE USE AGREEMENT
MOAPRD and Alaska Rugby Union**

Rugby, 2017-21 Summer Seasons

This document constitutes an Agreement between the Municipality of Anchorage ("MOA") Parks and Recreation Department ("PRD") and Alaska Rugby Union ("User Group") for Rugby.

SPECIAL PROVISIONS

Purpose, Scope and Premises. PRD enters into this Agreement with User Group to set forth the general requirements governing User Group's use of the **Multipurpose Fields at Davis Park** (5801 Mountain View Drive, Anchorage Alaska) (hereafter "Premises") for **rugby** and no other activity, during the term of this Agreement. See Appendix A.

Permit. On an annual basis, User Group must apply for and acquire an Annual Permit through the PRD Permitting Office, located at the West High School Pool at 1700 Hillcrest Drive, Anchorage Alaska. User Group shall pay PRD Permitting Office a \$150.00 processing fee for its Annual Permit each year. All other athletic fees shall be enforced according to the current PRD fee schedule. Fees are established separately for league and tournament play. Any discounts or waivers will be determined by the PRD Permitting Office.

Term. The term of this Agreement is for seasonal use between May 1 and September 30 for five consecutive years, beginning 2017, unless earlier terminated pursuant to the terms of this Agreement. Termination of User Group's Annual Permit shall result in termination of this Agreement.

Insurance. User Group shall maintain and present PRD evidence of the following:

- General Liability (\$1,000,000 combined single limit) to include premises operations, products and completed operations, blanket contractual, broad form property damage, independent contractors, and personal injury.
 - Sexual Abuse Coverage, for User Groups that work with minors, as defined in "Personnel eligible to work with minors" section below.
- Workers Compensation and Employer's Liability as required by Alaska law
- Policies must name MOA as additional insured and waive subrogation.
- Policies are subject to approval by the MOA Risk Management Department.

The MOA does not assume liability for any disease or injury to a minor benefiting from this program or an adult working/volunteering for it.

Permits and Taxes. User Group shall acquire and maintain in good standing all permits, licenses, insurance, and other entitlements necessary to its performance under this Agreement. User Group agrees to comply with all applicable Municipal/State statutes, ordinances, rules and regulations, together with any policies, procedures and conditions of permit issuance, and any violation by User Group of such shall be sufficient grounds for immediate revocation of this Agreement. User Group shall pay all taxes pertaining to its performance under this Agreement.

Maintenance. Maintenance will be divided between MOAPRD and User Group as specifically outlined in Appendix B.

Should Appendix B not appear in this Agreement, MOAPRD will ensure basic maintenance of the premises, but User Group is responsible for picking up trash and not actively damaging the premises.

Termination. This Agreement may be terminated (a) by mutual consent of the parties, (b) for the convenience of either party with 15 days of written notice, or (c) for cause, by either party, where the other party materially fails to perform its duties under this permit, with 15 days of written notice. Should this Agreement be terminated, User Group shall cease any use of the premises, remove personal property, from the premises, repair or replace any of PRD's property that has been altered or damaged, and participate in an inspection at PRD's option.

Alterations to Premises, Structures, or Improvements Thereon. The general physical contour of the Premises shall not be altered without prior written approval from PRD. User Group's use of the Premises shall not interfere with the use or operation of any facility, drainage ditch, or related facilities which may be located upon, over, or under the Premises. No structure, improvement or other facility, including but not limited to temporary structures and fences, may be constructed or placed on the Premises without prior approval of PRD. Any construction or placement shall comply with local building and land use regulations. No benefits shall be conferred to User Group on the basis of improvements. Any improvements made to the Premises during the term of this Agreement become the property of PRD upon completion of construction.

Restoration of the Premises. Upon the completion of the limited activity described in the Purpose, Scope and Premises section above, or by the date of termination, whichever first occurs, all rights or obligations created under this Agreement shall terminate except for obligations imposed by this Agreement to repair, replace or restore the Premises, structures or improvements thereon. Structures or improvements, if any, currently existing on the Premises which are removed or damaged during the period of this Agreement shall be replaced or repaired, and the Premises restored to its prior condition by User Group upon termination of this Agreement, to the satisfaction of PRD. Upon failure to do so, PRD may perform such work at User Group's expense. Until said property is removed and the Premises restored, either by User Group or by PRD at User Group's expense, this Agreement and all terms contained herein, including payment of fees, shall, at PRD's option, remain in effect until said property is removed and the Premises is restored to its prior condition.

Reporting of Accidents. User Group shall notify PRD of any injury or damage sustained by persons or property on the Premises during the User Group's use thereof as soon as practicable, but in no case shall it be later than the first working day following User Group learning of such injury or damage. The User Group shall also file a written report of such injury or damage with PRD not later than the second working day following User Group learning of such an occurrence.

Concessions. Concessions must first be permitted through the Permitting Office. User Group must pay the appropriate fee per PRD's current fee schedule. User Group must also acquire any necessary health permits, as determined by PRD. All insurance requirements that normally apply to a vendor will apply to vendors invited to the premises.

Alcohol. Alcohol may only be consumed on the premises if User Group has acquired an alcohol waiver from the Permitting Office and paid all relevant fees. User Group must also acquire insurance that specifically contemplates alcohol consumption and names MOA as additional

insured. Alcohol sales on the premises are not authorized. Violation of any part of this section will result in immediate termination of this Agreement.

Environmental. User Group may not use, store or abandon any toxic wastes, hazardous chemicals, or any other regulated substances which in any way may create liability for contaminated soils or waters, without the prior written consent of the PRD. The only exception to this prohibition is up to 5 gallons of gasoline and oil for lawnmowers, which may be stored in appropriate containers within a locked connex and must be clearly marked.

User Group shall not apply chemicals/pesticides on or around municipal park property. Should User Group breach this clause, PRD may demand and require User Group to promptly cure any soil or water contamination or other damage at User Group's expense. PRD may also take remedial steps or seek administrative or judicial relief and seek from User Group recovery of costs, including attorney fees and court costs, associated with any remedial, administrative or judicial action.

User Group may not store or apply any other chemicals or pesticides on the Premises. Unauthorized application of chemicals or pesticides in any form, other than approved Parks & Recreation fertilizer, may immediately void User Group's Use Agreement and continued field use. Unauthorized application shall be referred to the State of Alaska Department of Environmental Conservation office.

Chemicals (either hazardous or household use) are not permitted onsite in an unlabeled container. All chemicals that are not under direct control and for immediate, use must be in an appropriate container and labeled for content.

It is the User Group's responsibility to comply with OSHA requirements, as applicable, within any snack shacks/buildings and connexes on the Premises, if applicable.

Personnel. User Group shall notify the Permit Coordinator in writing within ten (10) days of any changes in User Group's executive, key personnel, or board members.

Personnel Eligible to Work with Minors. For the purpose of this section, the word "personnel" means each employee and volunteer whose duties and responsibilities relate primarily to working with or in close proximity to minor children for a specified period of time longer than one (1) week in duration. User Group will be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with children. User Group agrees to comply with the following concerning the screening and employment of personnel provided in writing to User Group, including but not limited to the following:

- (a) User Group shall be responsible for initial screening and subsequent monitoring of all personnel, as necessary, including substantiating credentials and checking references.
- (b) User Group shall not hire or retain any personnel who refuse to (a) provide the names of references; (b) provide documentation of credentials; (c) provide information on criminal conviction records; or (d) provide other requested information which may bear on the applicant's fitness to work with or in close proximity with minor children.
- (c) User Group shall not hire or retain any personnel who, to its knowledge after the

aforementioned screening and checking, either (a) have not completely and truthfully reported information concerning their criminal convictions, or (b) have been subject of a child abuse and maltreatment report on file with the State Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file; or whose criminal convictions record, to such knowledge, directly bears on their fitness to work with or in close proximity to children, or whose employment would involve an unreasonable risk to the safety or welfare of children, subject to and consistent with Alaska law.

The requirements above extend only to employees or volunteers who work with or in close proximity to minor children for a specified period of time longer than one (1) week in duration and does not refer to single event volunteers or employees who will be supervised by an authorized employee or volunteer who has completed above-mentioned background checks.

Relationship of Parties. All personnel employed by User Group are employees of User Group and are not employees of PRD. User Group alone is responsible for their work, direction, compensation and personal conduct while engaged pursuant to this Use Agreement. Neither User Group nor its personnel or agents will hold themselves out as, or claim to be, officers or employees of PRD or of any department, agency, or unit thereof, and they will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of PRD, including workers compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or credit. This shall be applicable to the user group's volunteers as well.

Notices. Any notice required pertaining to the subject matter of this Use Agreement shall be personally delivered, sent via facsimile or mailed by prepaid first class registered or certified mail, return receipt requested to:

PRD:

Municipality of Anchorage Parks and Recreation
Attn: John H. Rodda, Director
P.O. Box 196650
Anchorage, Alaska 99519-6650
Telephone: (907) 343-4355
Facsimile: (907) 343-6523

USER GROUP:

David Delozier, President
Alaska Rugby Union, Inc.
18138 Harbor Point Loop
Eagle River, AK 99577
delozierd@yahoo.com

GENERAL PROVISIONS

Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written between the parties hereto.

Nonwaiver and Severability. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this or any part hereof, or the right of either party thereafter to enforce each and every provision hereof. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

Amendment. This Agreement shall only be amended, modified or changed in writing, executed by authorized representatives of the parties, with the same formality as this was executed, and such writing shall be attached to this Agreement. For the purposes of any amendment to the terms and conditions of this Agreement, the only authorized representatives of the parties are the President or authorized designee of User Group and the Mayor, Municipal Manager, or Authorized Designee of PRD (MOA). Any attempt to amend, modify, or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

Jurisdiction: Choice of Law. Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

Indemnification and Liability. User Group shall indemnify, defend and hold harmless PRD from and against any claim of, or liability for, negligent acts, errors and omissions of the User Group under this Agreement. If there is a claim of, or liability for, a joint negligent act, error or omission of the User Group and the PRD, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis. In this provision, 'negligent acts, errors and omissions' means negligence other than in the PRD's selection, administration, monitoring, or controlling of the PRD or in approving or accepting the User Group's work.

Nondiscrimination. User Group shall not discriminate against any person wishing to use the Premises because of race, color, religion, national origin, ancestry, age, sex, marital status, sexual orientation or mental or physical disability. User Group shall comply with all applicable Federal, State and Municipal laws as concerning the prohibition of discrimination, including but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.

Assignments. Unless expressly permitted in writing by PRD, any assignment by User Group of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by User Group to assign any part of its interest or delegate duties under this Agreement shall give PRD the right immediately to terminate this grant Agreement without any liability for any actions performed by User Group.

The undersigned individuals have executed this Memorandum of Agreement and are authorized to do so.

IN WITNESS WHEREOF the parties have executed this Use Agreement on the date and at the place listed below.

MUNICIPALITY OF ANCHORAGE

[Signature]
Mayor, Municipal Manager or Designee

Date: 6-2-17

ALASKA RUGBY UNION

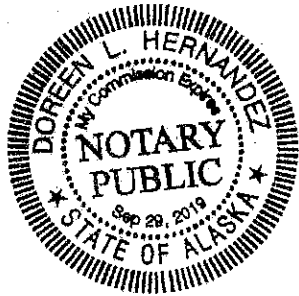
[Signature]
By: David DeLozier, President

Date: 25 May 2017

Tax ID No. 82-1640731

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 25 day of May 2017, by David DeLozier, President of Alaska Rugby Union, an Alaskan non-profit corporation on behalf of the Corporation.



[Signature]
Notary Public in and for Alaska
My Commission Expires: 09-29-2019

APPENDIX A: SCOPE and PURPOSE

The intent of this agreement is to document a mutually beneficial cooperation between the participating League and Parks & Recreation, which will provide a more affordable and effective ball league program for the Anchorage community by combining available resources from each party to the agreement.

Working in cooperation provides an opportunity to the Anchorage community to participate in diverse programs; provide facilities and/or programming for sports designed to introduce participants to the sport of their interest, as well as provide for skill advancement in that sport; and provide facilities for the good of community organizations providing programs in the pursuit of a variety of sports and recreational interests.

In exchange for the User Group's maintenance services provided in Appendix B, PRD agrees to provide field use and services at a reduced to the User Group at the Municipal field facilities, that the User Group has been permitted for from May 1 through September 30 during the five-year term of this Agreement.

APPENDIX B: MAINTENANCE

Water

PRD: Provide water start-up, turn on, and de-winterization of lines from the municipal water supply to the fields on or about May 15 if feasible. Frozen pipes, frozen ground, etc. can affect access of the water supply. PRD relies on the MOA Property & Facility Maintenance Department to turn on/off the water supply to the fields. Dependent upon condition of lines/ground from preceding winter, water turn on may not be available until after May 15th. Water shut off typically occurs at the end of September or early October.

Permitter shall not pay for Permittee's watering expense, should Permittee contract with individual vendor to provide water to field(s) location (before water turn on, while water is turned on, after water is turned off, or if water lines are broken or damaged and out of service

User Group: Water the fields as necessary, equivalent to 1-2 inches per week, using league volunteer or contract personnel and equipment, and supply necessary hoses and sprinklers, starting approximately May 15 through September 15

Trash

PRD: Provide metal trash cans, and trash bag liners sufficient for the park facility needs in which those fields are located, and empty and otherwise service those dumpsters weekly from May 1 through September 15. PRD shall pay for the predetermined weekly servicing during the term of this agreement. If dumpster is not in place at field(s) by May 5, User Group is to contact Permit Coordinator. PRD shall not pay for User Group's separate trash removal.

(Note: the User Group does not utilize a dumpster – as such, no dumpster shall be provided on site.)

User Group: Contact PRD if additional liners are needed. Additional trash cans, liners, or dumpsters needed by User Group due to tournaments, clinics, etc., larger than normal gatherings, are the responsibility of User Group to obtain and pay for.

If trash, grass clippings, or debris are not disposed of and/or removed properly from Premises, the customer shall be billed \$100.00 per hour for cleanup of area and trash removal. This shall include dumpster overflow. Absolutely no trash bags or trash of any sort may be left on grounds, including around dumpster area.

Portable Toilet

The User Group (Alaska Rugby Union) has opted out of having a portable toilet on site provided by MOA. The User Group may choose to make arrangements for additional/future portable toilets, and pay for those portables to be delivered, serviced and picked up, should User Group require them for practices, games, tournaments, or clinics.

Fertilizer

PRD: PRD shall provide to User Group a set number of bags of fertilizer for the season. By May 25, PRD shall have available, 40 bags of fertilizer (10 bags per field) to be picked up.

User Group: User Group may pick up to 40 bags of fertilizer from Park Maintenance location May 25, or thereafter.

The fertilizer Park Maintenance will be supplying for the season has a HIGH concentration of Nitrogen. A HIGHER concentration than prior years. User Group must be vigilant about thorough irrigation when applying this fertilizer, to avoid burning the grass.

User Group will be responsible for pickup of the predetermined amount of bags for their league's fields; application of fertilizer; and safe storage of the fertilizer. User Group is to contact Park Maintenance @ 343-4754 to schedule time to pick up fertilizer after May 25.

User Group may not store or apply any other chemicals or pesticides on the Premises. Unauthorized application of chemicals or pesticides in any form, other than approved Parks & Recreation fertilizer, may immediately void User Group's cooperative use agreement and continued field use. Unauthorized application shall be referred to the State of Alaska Department of Environmental Conservation office. Also see above, Environmental.

No other fertilizer may be applied to the Premises, other than what has been provided by the Department. IF there is another fertilizer that your League prefers and would like to apply, you must submit the material safety data sheet (MSDS); intended application of product to the fields; and information on licensed entity that would apply the product to the fields. The above written documentation shall be forwarded to the Permit Coordinator. Your request and documentation shall be forwarded to the Administrator for review and/or approval. User Group is not authorized to apply product on the

Premises, without written approval by the Administrator. Unauthorized application shall be referred to the State of Alaska Department of Environmental Conservation office. Also see above, Environmental.

Mowing

PRD: Mow and trim on a regular basis, the parking and park areas not within or immediately bordering the ball fields. These areas would include playground, picnic, other fields or multi and open use, landscaped areas, and public trails.

User Group: Mow the ball fields under League use at least once per week, May 15 through September 30. Grass should be kept between 2 and 3 inches high. **Mulching the grass is the preferred method**, rather than emptying cut grass and leaves into trash cans. User Group shall make every attempt to mulch field(s), to reduce the amount of grass clippings being deposited in the trash. Note that User group has not requested a dumpster. As such, any Dumpster pickups/servicing due to grass clippings shall be paid by the User Group.

Trimming

User Group: User Group shall also trim the grass around the ball field fence lines, adjacent bollards, and under and around bleachers at least once per month – May 15 through September 30. Grass should be kept between 2 and 3 inches high.

If User Group does not keep grass mowed and areas trimmed as specified in this agreement, User Group shall be billed \$100.00 per hour for PRD having to mow and/or trim fields and field areas that were User Group's responsibility during term of this use agreement. PRD will give User Group one courtesy telephone call, to notify of neglected/overgrown field/field area grass. User Group shall correct this within three (3) days of telephone call. Thereafter, PRD may determine they need to mow/trim, at which time User Group will be billed \$100.00 per hour for such.

Hazardous Debris

User Group: Notify PRD of hazardous debris (e.g. dangerous tree limbs) within 24 hours of observation, and coordinate mitigation and/or removal with Park Maintenance.

Maintenance Equipment

User Group: Obtain, maintain, and store all field maintenance equipment, including at least one light commercial grade mower per League, or contract with someone to provide such equipment, for the maintenance services agreed upon by the User Group.

Labor

User Group: Provide and pay for all labor (other than volunteer), materials, equipment, transport, utilities, and other services it uses in the course of its performance under this agreement, except as provided above.

Publicity

User Group: List the Parks & Recreation department on publicity and promotional materials with the phrase "in cooperation with." A copy of any promotional materials shall be submitted to the Parks and Recreation Department.

Reports/Problems

User Group: Any citizen concerns, reports, problems, or incidences regarding the facility, improvements to the facility, services provided by staff or other issues, known to the league partner under this agreement, shall be referred to Parks & Recreation within 48 hours of observation or notification.

Chemicals

User Group: User Group agrees and covenants not to use, store or abandon any toxic wastes, hazardous chemicals, or any other regulated substances (gasoline and oil for lawnmowers may be used but not stored or abandoned), which in any way may create liability for contaminated soils or waters without the prior written consent of the Permittor. User Group shall not apply chemicals/pesticides on or around municipal park property. Should User Group breach this clause, the hold harmless provisions hereof shall apply and the PRD may independently demand and require User Group to promptly cure any soil or water contamination or other damage at User Group's expense. PRD may also take remedial steps or seek administrative or judicial relief and seek from User Group recovery of costs, including attorney fees and court costs, associated with any remedial, administrative or judicial action. (See above, Environmental).

Field Inspection and Compliance.

PRD: The User Group shall correct all problems related to its maintenance or safety responsibilities discovered by PRD during its periodic field inspections. PRD may take action against User Group for failure to mitigate said problems including, but not limited to, revocation of the Use Agreement, insofar as reasonable.

User Group: User Group shall correct all problems related to its maintenance or safety responsibilities discovered by PRD during its periodic field inspections. PRD may take action against User Group for failure to mitigate said problems including, but not limited to, revocation of the Use Agreement, insofar as reasonable.

If trash is not disposed of and/or removed properly from Premises, the customer shall be billed \$100.00 per hour for cleanup of area and trash removal. This shall include dumpster overflow. Absolutely no trash bags or trash of any sort may be left on grounds, including around dumpster area.

If User Group does not keep grass mowed and areas trimmed as specified in this agreement, User Group shall be billed \$100.00 per hour for PRD having to mow and/or trim fields and field areas that were User Group's responsibility during term of this use agreement. PRD will give User Group one courtesy telephone call, to notify of neglected/overgrown field/field area grass. User Group shall correct this within 3 days of telephone call. Thereafter, PRD may determine they need to mow/trim, at which time User Group will be billed \$100.00 per hour for such.

Scheduling and Professionalism

PRD may schedule other public users to utilize fields when User Group does not have a scheduled practice or game. User Group shall provide the dates of all practices and games on their athletic field application to PRD. User Group shall make every reasonable effort in working with PRD on accessibility of the field(s) to the general public for permitted use

The staff and personnel involved in this Agreement will at all times represent all parties to this Agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.

