

MEMORANDUM OF UNDERSTANDING
BETWEEN CBS AND SITKA ROTARY CLUB-
KIDS DON'T FLOAT LIFEJACKET
LOCKER SWAN LAKE PARK

This Memorandum of Understanding (MOU) is entered into by and between the City and Borough of Sitka (CBS) and Sitka Rotary Club (Rotary), collectively referred to as the "Parties." The purpose of this MOU is to establish and define the rights, responsibilities, and obligations between the Parties with respect to maintaining the Swan Lake lifejacket locker for the Kid's Don't Float program, hereinafter referred to as the "KDF Locker."

Recitals

- A. The CBS owns the property and assets at Swan Lake Park, which includes a loaner lifejacket locker;
- B. Sitka Rotary Club is a member organization that provides service to others, promotes integrity, and advances world understanding, goodwill, and peace through a fellowship of business, professional, and community leaders;
- C. Kids Don't Float (KDF) is a statewide injury prevention program that was developed to address Alaska's high child and youth drowning rate. In a collaborative effort between several state and federal agencies, organizations and local grass-roots sponsors, Kids Don't Float now includes a life jacket loaner board component and an educational component.;
- D. The Parties recognize that the Kid's Don't Float program is beneficial to the community and the lifejacket locker at Swan Lake Park is heavily utilized;
- E. The Parties further recognize that regular maintenance and replacement of the lifejackets made available to loan is essential for the Kid's Don't Float program success;
- F. The Parties agree that they share common goals for providing access to this program for the well-being of the community and kids participating in activities at Swan Lake Park; and
- G. The Parties agree that their limited financial resources can be maximized by the Parties working together to maintain the lifejacket locker, lifejackets and water safety education under the State of Alaska Kid's Don't Float model program.

NOW, THEREFORE, the Parties agree as follows:

- A. **Maintenance and Operations**. The Rotary will maintain and operate the KDF Locker at Swan Lake Park by providing:
 - a. **Maintenance**. Rotary will maintain the KDF Locker to store lifejackets and add a "Little Library" to house educational materials in a proper and safe manner, ensuring that the locker and Little Library remain accessible for all community members to use.
 - b. **Operations**. Rotary will stock all lifejackets and provide educational materials and will minimize any litter risk or nuisance to the best of Rotary's ability.
- B. **Signage and Recognition**. The CBS recognizes Rotary for its contribution to maintaining and operating the KDF Locker program at Swan Lake Park and agrees to:
 - a. **Signage**. Allow Rotary to include appropriate logos and signage recognizing the financial and volunteer contributions made to the KDF Locker at Swan Lake Park.
 - b. **Recognition**. CBS and Rotary when appropriate will recognize the contributions made to ensuring the success of the KDF program in published materials, media and in other suitable opportunities.

C. **Alterations and Inspections.**

- a. Rotary will keep the locker and equipment in good order, condition, and repair.
- b. In consultation with CBS, Rotary is responsible for any significant changes to the location or positioning of the locker.
- c. Rotary is responsible for any financial costs associated with signage changes.
- d. If desired, the CBS will make any CBS logo placements in consultation with CBS Public and Government Relations Department.

D. **General Provisions.**

- a. **Term.** The term of this MOU is intended to be perpetual.
- b. **Termination or Revocation.** This MOU may be terminated by either Party at any time, with or without cause, by giving thirty (30) days prior written notice to the other Party, or as otherwise mutually agreed by the Parties. The Parties may mutually agree to terminate this MOU at any time. Upon termination, no changes will be made to the Kid's Don't Float Lifejacket locker, including the removal of the installed locker at Swan Lake Peninsula.
- c. **Modification.** This MOU may be modified or amended only as mutually agreed by the Parties in writing, signed by both Parties and explicitly stating that it is an amendment to this MOU. A party shall have 30 days from receipt of a request for a change, amendment, or modification to accept, reject, or propose an alternative. If no action is taken within 30 days, the change, amendment, or modification shall be deemed rejected.
- d. **Assignment.** Neither Party may assign, transfer, delegate, license, sublease, or subcontract any of its rights or obligations under this Agreement without prior written consent of the other party.
- e. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable laws, regulations and ordinances in application of this Agreement.
- f. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- g. **Survival.** Provisions of these Terms, which, by their nature, should apply beyond their terms, will remain in force after any termination, expiration, or modification of this Agreement, including, but not limited to, the following provisions: Insurance, Compliance with Laws, and Survival.
- h. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Alaska. Any dispute based on the terms of this agreement shall be heard in the Courts of the State of Alaska.
- i. **Entire Agreement.** This MOU comprises the entire agreement between the parties regarding the maintenance and operation of the lifejacket locker and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, are mutually agreed to and signed by the Parties.
- j. The individuals authorized to sign this MOU and act as agents are for the CBS, the Municipal Administrator, and for Sitka Rotary Club, the President of the Board.

City and Borough of Sitka

9/11/2024

Date



By: John Leach

Its: Municipal Administrator

Sitka Rotary Club

9/13/2024

Date



By: Jay Stilwell

Its: President