

MEMORANDUM OF UNDERSTANDING
Municipality of Anchorage Contract of Ice Arena Facilities

1. Intent.

The intent of this document is to establish the basic terms and conditions of a Multi-Year Management Agreement (“MMA”) between the Municipality of Anchorage (“MOA”) and the non-profit Anchorage Community Sport Facilities Association (“ACSFA”) involving Dempsey Anderson and Ben Boeke ice arena facilities and their surrounding properties (together, “Facilities”).

2. ACSFA.

ACSFA is a single purpose entity organized by a diverse group of user organizations for the specific purpose of managing community public ice skating and sport facilities within the MOA. The ACSFA Board of Directors (“Board”) initially consists of six (6) representatives from the Alaska All Star Hockey Association, Anchorage Hockey Officials, Inc., Anchorage Women’s Hockey League, Inc., Anchorage Hockey Association, Alaska Association of Figure Skaters, Inc., and Scotty Gomez Foundation Hockey Association, Inc.; a broad community representation of the current individuals and user groups of the facilities. The Board may expand to nine (9) members for the purpose of assuring its diversity and newly formed associations. The Board shall include a non-voting member appointed by the MOA. The mission of ACSFA is to maximize public access to safe, clean, and modern athletic and ice skating facilities, at the least cost, without discriminating (i.e. gender, economic status, skill level, age, ethnicity, etc.) against any individual or user group.

3. Basic Terms and Conditions.

A. ACSFA shall have exclusive authority to manage and operate, care for and supervise the equitable and nondiscriminatory usage of the facilities, and manage the real and personal property of the facilities. Anchorage School District skating activities shall have priority of usage over all user groups.

B. The MOA shall continue to maintain the facilities and facility grounds until December 31, 2020, at which time ACSFA shall assume the same to the extent it does not conflict with current MOA contractual obligations. ACSFA shall take over management of the facilities *usage* at the earliest time possible, or otherwise, with the MOA’s approval, three days after the execution of this MOU.

C. The initial term of the MMA shall be seven (7) years from the date of execution or approval of the MOA, but the MMA may be amended at any time thereafter upon agreement of the parties, and if cannot agree, the agreement expire within five (5) years of the date of execution or approval of the MMA.

D. ACSFA shall collect all revenues (i.e., membership, admission fees, concession receipts, user fees, etc.) generated by the facilities and conduct its own fund raising and development efforts. The Board of Directors will have oversight and approval authority of all contracts and revenue generation. The MOA shall have the right to inspect the books and receive copies of the audited financials.

E. The MOA shall assist ACSFA financially for the first year of operations, commencing from the date of approval, and thereafter only with mutual agreement of both parties.

F. With approval of the MOA, ACSFA may make major upgrades and improvements on the Facility or their grounds, and minor improvements without approval of the MOA. Minor improvements and/or repairs consist of cost lower than \$20,000.

G. ACSFA shall have exclusive use of the Facilities, including the right to sublease for operation of the facilities; to the extent such sublease would not conflict with legal obligations of the MOA existing at the time of execution or approval of the MMA.

H. Commencing one year from the execution or approval of this agreement, ACSFA shall pay for all utility usage, maintain, and make minor repairs to the facilities. The MOA shall continue to be responsible for the cost associated with major maintenance and repairs of the Facilities and its mechanical systems.

I. ACSFA shall have the authority to hire and terminate current Facility employees, modify their compensation packages to the extent such modifications do not conflict with current employee contracts, and work with the MOA with regard to employment options for current employees not wishing to be employed by ACSFA.

J. The Board will hold the MOA harmless from any claim, legal or equitable, after taking over management of the facilities and the MOA will hold the Board harmless for any claim, legal or equitable, existing or arising prior to ACSFA taking possession.

3. Legal Obligations.

This Memorandum of Understanding (MOU) is intended for the use of both ACSFA and MOA as an outline of each party's general expectations and proposed obligations and responsibilities. This document is not legally enforceable as a contractual agreement but may be used as a document evidencing the intent of both ACSFA and MOA in pursuing the same. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity. In addition, this MOU shall be in effect for a period of ten (10) calendar days, commencing upon the date of delivery to the MOA. This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value unless otherwise stated herein.

ALASKA ALL STAR HOCKEY ASSOCIATION
Board member of ACSFA

Justin Marcum /s/

9/8/2020

Justin Marcum, President

DATE

ANCHORAGE HOCKEY ASSOCIATION
Board member of ACSFA

Theresa Austin /s/

9/7/2020

Theresa Austin, President

DATE

ANCHORAGE HOCKEY OFFICIALS, INC.
Board member of ACSFA

R. Scott Sivulich /s/

9/7/2020

R. Scott Sivulich, President

DATE

ANCHORAGE WOMEN'S HOCKEY LEAGUE, INC.
Board member of ACSFA

Laura Davis /s/

9/7/2020

Laura Davis, President

DATE

SCOTTY GOMEZ FOUNDATION HOCKEY ASSOCIATION, INC
Board member of ACSFA

Carlos Gomez /s/

9/7/2020

Carlos Gomez, President

DATE

ALASKA ASSOCIATION OF FIGURE SKATERS, INC.
Board member of ACSFA

Amber Morey /s/

9/7/2020

Amber Morey, President

DATE

MUNICIPALITY OF ANCHORAGE
OWNER

Ethan Berkowitz, Mayor

DATE