

**THE UNIVERSITY OF ALASKA FAIRBANKS
SCHOOL OF NATURAL RESOURCES & EXTENSION
AND CITY OF BETHEL 4-H AGREEMENT**

This agreement is made between the City of Bethel, hereinafter referred to as the “City” and the University of Alaska Fairbanks, School of Natural Resources and Extension, hereinafter referred to as “UAF”. This Memorandum of Agreement is effective July 1, 2017 through June 30, 2018 unless terminated by the City or UAF in accordance with the terms of the Agreement

Whereas, the University and the City have determined that it is in the public interest to provide and operate a 4-H program in Bethel;

The parties do mutually agree as follows:

Article I

The UAF shall:

- A. Manage and provide a UAF Cooperative Extension 4-H Program to accommodate and include:
 - 1. Access for youth;
 - 2. Trained personnel;
- B. Provide all personnel to manage the program.
- C. Provide 4-H programs to meet the needs of the community as possible with existing 4-H staff and volunteers.

The City shall:

- A. Grant the sum of One Hundred Twelve Thousand (\$112,000) Dollars to UAF for operation of the 4-H Program as UAF deems most appropriate;
- B. The above sum is to be paid by the City in two (2) equal payments of Fifty-Six Thousand (\$56,000) Dollars, one on or about August 15, 2017 and the other on or about January 15, 2018.

Article II

It is further mutually agreed that:

- A. This agreement pertains to programming only.
- B. Equipment, furnishings, and holdings shall remain the property of the respective owner/purchaser;
- C. All programming at the Teen Center will be exclusively conducted by UAF and their staff. The City of Bethel has no authority, control or oversight of any of the programs or activities at the Teen Center and takes no responsibility whatsoever for any of UAF’s activities or personnel.

- D. UAF shall indemnify, hold harmless, and defend the City from and against any claim of or liability for negligent acts, errors or omissions of UAF under this Agreement subject. UAF shall not be required to indemnify the City for a claim of, or liability for, the independent negligence of the City. If there is a claim of, or liability for, the joint negligent error or omission of UAF and the independent negligence of the city, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "City" and "UAF," as used within this article, include the employees, agents, representatives and contractors who are directly responsible, respectively, to each.
- E. To the extent that the UAF is required to indemnify the CITY, the obligation to indemnify is effective only to the extent permitted by law. The obligation to indemnify is further conditioned on the availability of a valid existing appropriation to cover the obligation. The parties to this agreement recognize and agree that the UAF has no current appropriation available to it to indemnify under the provisions of this agreement and that the enactment of an appropriation in the future to finance a payment under these provisions remains in the sole discretion of the legislature and the legislature's failure to make the appropriation creates no further obligation or liability of the UAF.
- F. This Agreement is subject to renegotiation and amendment annually upon a six (6) month written notice.

The signatories of this Agreement warrant that they have the authority and are authorized to sign this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2017.

City of Bethel



Pete Williams
City Manager

Date: 8/31/17

University of Alaska Fairbanks



Digitally signed by Rosemary Madnick
DN: cn=Rosemary Madnick, o=University of Alaska
Fairbanks, ou=Office of Grants and Contracts
Administration (OGCA),
email=madnick@alaska.edu, c=US
Date: 2017.06.26 11:01:57 -08'00'
Adobe Acrobat DC version: 2015.006.30306

Rosemary Madnick
Executive Director,
UAF Office of Grants and Contracts

Date: _____

Fred Schlutt
Vice Provost of Extension and Outreach

Date: _____