



MEMORANDUM OF AGREEMENT BETWEEN THE
CITY OF NOME
AND
NORTON SOUND HEALTH CORPORATION
REGARDING USE OF NOME ELEMENTARY SCHOOL
AS A TEMPORARY SHELTER DURING EMERGENCIES

I. Purpose

This Memorandum of Agreement (MOA) is between the City of Nome (the City) and Norton Sound Health Corporation (NSHC) for the purpose of providing an emergency evacuation for NSHC.

II. MOA Regarding Use of Nome Recreation Center

In the event of an internal or external emergency where a determination is made by NSHC that it is necessary to partially or fully evacuate the Norton Sound Regional Hospital (Hospital), The City agrees to provide the Nome Recreation Center (Facility) as a temporary shelter for NSHC patients and staff. In the event that the Hospital is unable to be reoccupied, patients will be transported to Anchorage or other site(s) as soon as can be arranged. NSHC does recognize the Facility is not a medical facility. Each of the undersigned expressly acknowledges and agrees that the activities held in the Facility pursuant to this MOA involve the risk of serious injury, death, and/or property damage.

III. Term of MOA

This MOA shall remain in effect for a period of five (5) years starting August 1, 2022 and ending August 1, 2027, subject to the termination provisions provided herein. The parties may review the terms of the MOA periodically as necessary and may choose to extend the term if so desired by the parties.

IV. NSHC's Obligation

NSHC hereby releases, waives, discharges, and covenants not to sue the City of Nome, their officers, agents, servants, lessors, employees and successors from any and all liability, claims, demands, actions, or causes of actions whatsoever of NSHC arising out of any damage, loss, or personal injury, suffered or sustained by NSHC employees and/or others who gain entry into the Facility through NSHC, while the Facility is being utilized by NSHC pursuant to this MOA.

NSHC agrees to defend, indemnify and hold harmless the City of Nome, their officers, agents, servants, employees and successors from any claims or losses brought against them by third parties for any physical injury, damage or loss to NSHC patients, staff or others who gain entry into the Facility through NSHC while the Facility is being utilized by NSHC pursuant to this MOA, to the extent of NSHC's own negligence or fault.

NSHC hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence or fault of NSHC while in or upon the Facility.

Each of the undersigned further expressly agrees that the foregoing release, waiver, and indemnity MOA is intended to be as broad and inclusive as is permitted by the law of the State of Alaska.

V. Severability

If any portion of this MOA is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

VI. Amendment and Termination


This MOA may be amended by mutual written MOA of the parties.

Either party may terminate this MOA prior to the end of the term of the MOA by providing the other party with written notice sixty (60) days in advance of such termination, except that, this MOA shall be extended beyond such termination date until use of the Facility is no longer necessary in the event the Facility is currently being utilized pursuant to this MOA at the time of termination.

Certification

The parties hereby affirm that both parties are in agreement to this MOA:

NORTON SOUND HEALTH CORPORATION



Norton Sound Health Corporation
President/CEO

Date

City of Nome



Glenn Steckmen
City of Nome Manager



Date