

DRAFT
Memorandum of Understanding

between

City of Homer
491 E. Pioneer Avenue
Homer, AK 99603

and

Kachemak Heritage Land Trust
315 Klondike Ave
Homer, AK 99603

This Memorandum of Understanding between the City of Homer (hereinafter referred to as the “City”), acting through the City Manager or her designee, and the Kachemak Heritage Land Trust (hereinafter referred to as KHLT), acting through the Executive Director or her designee.

The purpose of this agreement is to allow KHLT to apply for a grant and construct a trail on KHLT and City lands. The trail will provide universal access to residents and visitors to enjoy the natural environment and travel between Pioneer Ave and Poopdeck Street. *(Include legal description HERE and map for project as attachment)*

WITNESSETH:

WHEREAS, the City is a local government entity which promotes cooperative economic development that preserves the essence of community while enhancing the quality of life.

WHEREAS, KHLT is a non-profit organization which preserves, for public benefit, land on Alaska's Kenai Peninsula with natural, recreational, or cultural values by working with willing landowners.

NOW THEREFORE. The parties agree as follows:

- I. **AUTHORIZATION:** The City and KHLT agree to partner to construct and maintain a trail between Pioneer Avenue and Poopdeck Street hereinafter described for a period of 5 years commencing on the day following the ratification of this agreement by the City.
- II. **CITY, and KHLT RESPONSIBILITIES:** the City will provide the 10% required matching funds for the trail construction. After trail construction, the City will provide two trash cans with seasonal daily maintenance, annual brushing of the trail, and every two years, heavy vegetation removal if needed. KHLT will

provide the necessary materials, services, funds and project management for the construction of the trail. Further, KHLT will work to coordinate volunteers to perform annual trail maintenance. Failing successful volunteer efforts, the City will provide staff to execute the required trail maintenance on city lands.

III. SCOPE OF WORK:

A. Specifically, KHLT shall:

1. Plan, manage, and provide coordination of all entities and any vendors to design, review, and construct the trail.
2. Coordinate with a city representative and KHLT representative on any construction issues on city lands.
3. Ensure that all contractors and volunteers have insurance and sign waivers per city policies.
4. If possible, coordinate annual trail maintenance with volunteer groups.

B. Specifically, the City shall:

1. Provide funds for the matching requirements of the grant.
2. Coordinate with KHLT on any construction problems on city lands.
3. Provide annual maintenance on the trail if no volunteer labor is available.
4. Provide two trashcans, one each at the north and south ends of the trail.
5. Provide biennial heavy brush clearing.
6. Coordinate with KHLT on any extensive future maintenance or repairs.

IV. PERIOD OF PERFORMANCE

The period of performance for this agreement shall be five years. This agreement will automatically renew for one additional *5-year period on October 1 of the last year*, unless reasonable notice of cancellation is given by either party before the date of renewal. If no changes have been made in the agreement during the life of the agreement, the agreement may be renewed by memorandum. While the City and KHLT reserve the right to terminate the agreement, or any part thereof, at any time upon reasonable notice without the necessity of any legal process, KHLT and the City agree to hold a meeting prior to termination discussing the reasons for termination.

V. PROJECT OFFICERS

- A. For the City: Matt Steffy, C, 491 E Pioneer, Homer, AK 99603; 907-235-8121;
msteffy@ci.homer.ak.us
- B. For KHLT: Joel Cooper, Stewardship Director, Kachemak Heritage Land Trust,
315 Klondike Ave, Homer, AK 99603 907235-5263
Joel@KachemakLandTrust.org

VI. SPECIAL PROVISIONS

- A. This MOU may be modified or amended as necessary upon written consent of all parties or may be terminated by either party with a 30 day written notice to all other parties. No change to this agreement shall be binding upon KHLT or City unless and until reduced to writing and signed by both/all parties.

- B. The parties to this agreement agree to be responsible for damages to their own property and injuries to their own employees/volunteers, except for damages/injuries resulting from the fault or negligence of the other party.

- C. The principle contacts for this MOU are:
 - 1. For KHLT: Marie McCarty, Executive Director, Kachemak Heritage Land Trust, 315 Klondike Ave, Homer, AK 99603 907235-5263
Marie@KachemakLandTrust.org
 - 2. For the City: Katie Koester, C, 491 E Pioneer, Homer, AK 99603; 907-235-8121; kkoester@ci.homer.ak.us

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the date of last signature below.

KACHEMAK HERITAGE LAND TRUST

CITY OF HOMER

Marie McCarty, Executive Director

Katie Koester, City Manager

(Date)

(Date)