



MEMORANDUM

Resolution 25-102, A Resolution of the City Council of Homer, Alaska Approving a Contract With the Kachemak Heritage Land Trust as a Subaward Recipient in an Amount not to Exceed \$60,000 to Assist with Acquisition of Properties in the Bridge Creek Watershed Protection District and Other Grant Activities Outlined in Ordinance 25-62 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.

Item Type: Backup Memorandum
Prepared For: Mayor Lord and City Council
Date: November 13, 2025
From: Julie Engebretsen, Community Development Director
Through: Melissa Jacobsen, City Manager

Background

The City of Homer, KHLT and the University of Alaska Kachemak Bay National Estuarine Research Reserve worked together to apply for a grant to protect lands in the Bridge Creek Watershed Protection District (Resolution 24-077). The City was the primary applicant, with both organizations providing significant support in the drafting of the grant and are named subawardees in the federal grant award (Ordinance 25-62). The purpose of this resolution is to authorize the City Manager to negotiate and execute the appropriate documents.

Recommendation

Approve resolution approving a contract with the Kachemak Heritage Land Trust (KHLT).

Attachments

Draft Contract
Draft scope of work

**CITY OF HOMER
HOMER, ALASKA**

Aderhold

RESOLUTION 24-077

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, SUPPORTING A PARTNERSHIP BETWEEN THE CITY, UNIVERSITY OF ALASKA AND THE KACHEMAK BAY NATIONAL ESTUARINE RESEARCH RESERVE TO SUBMIT A GRANT APPLICATION TO THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION FOR FUNDING TO ACQUIRE AND PROTECT LANDS WITHIN THE BRIDGE CREEK WATERSHED PROTECTION DISTRICT.

WHEREAS, Land Acquisition in the Bridge Creek Watershed Protection District has been a priority in the City's Capital Improvement Plan for over a decade; and

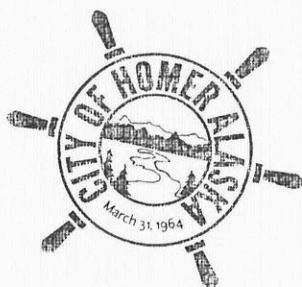
WHEREAS, The Kachemak Bay Research Reserve through the University of Alaska is eligible to apply for grant funding which would pay for acquisition and protection of lands within the watershed; and

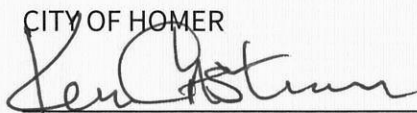
WHEREAS, The City of Homer has long worked on strategic land acquisition in the watershed and these grant funds would leverage ongoing City efforts; and

WHEREAS, A partnership between the City and the Research Reserve would allow for a grant application and potential award of funds to benefit the City of Homer and would further efforts to preserve lands within the Bridge Creek Watershed Protection District, the sole source of public drinking water for the City of Homer.

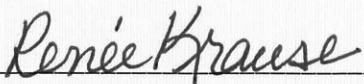
NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska supports a partnership between the City, University of Alaska and the Kachemak Bay National Estuarine Research Reserve to submit a grant application to the National Oceanic and Atmospheric Administration for funding to acquire and protect lands within the Bridge Creek Watershed Protection District.

PASSED AND ADOPTED by the Homer City Council this 22nd day of July, 2024.



CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

A handwritten signature in cursive script, reading "Renée Krause", is written over a horizontal line.

RENEE KRAUSE, MMC, ACTING CITY CLERK

Fiscal Note: NA

Professional Services Agreement for Subawardee Services

THIS AGREEMENT made and entered into this ____ day of _____, 2025, by and between the CITY OF HOMER and KACHEMAK HERITAGE LAND TRUST.

Section 01 Definition

In this Agreement:

- A. The term "City" means the City of Homer.
- B. The term "Subawardee" means Kachemak Heritage Land Trust
- C. The term "Manager" means the manager of the City of Homer or his authorized representative.

Section 02 Engagement of Subawardee

The City hereby agrees to engage the Subawardee and the Subawardee hereby agrees to perform the services hereafter set forth.

Section 03 Scope of Services

The Subawardee shall perform all the services provided for by this Agreement which are described with particularity in Appendix “B” entitled Scope of Work, attached hereto and incorporated by reference as if fully set forth herein.

Section 04 Personnel

Personnel shall be limited to employees of Kachemak Heritage Land Trust.

Section 05 Contract Period

The services of the Subawardee shall commence upon execution of this Agreement by the Manager and have an initial contract term of _____ with an effective date of _____, 2025. The contract may be renewed up to ____ additional years at the sole discretion of the City. This Agreement is for the initial term.

Section 06 Compensation

A. Subject to the provisions of this Agreement, the City shall pay the Subawardee time and materials for all services and expenses for the term of this Agreement not exceeding the sum as set forth in Appendix “A” attached hereto and incorporated by reference for services required by this Agreement.

B. Except as otherwise provided in this Agreement, the City shall not provide any additional compensation, payment, use of facilities, service or other thing of value to the Subawardee in connection with performance of Agreement duties. The parties understand and agree that, except as otherwise provided

in this section, administrative overhead and other indirect or direct costs the Subawardee may incur in the performance of its obligations under this Agreement have already been included in computation of the Subawardee's fee and may not be charged to the City.

Section 07 Method and Time of Payment

A. The City will pay to the Subawardee the amount set forth in Appendix “A” which shall constitute the full and complete compensation for the Subawardee's professional services. That sum will be paid on receipt of billings submitted pursuant to a schedule set forth in Appendix “A”. If not identified within Appendix “A”, normal billing cycle is 30 calendar days from receipt of an approved invoice. A billing is a summary of expenditures to date by line-item categories (e.g., Personal Services, Travel, Contractual Commodities and Equipment). Documentation of expenditures must be submitted with billings but must be retained by the Subawardee in the event the City requests said documentation.

B. No payment will be disbursed until the completed task and associated expenditures have been approved by the City.

C. All invoices must be submitted in duplicate and addressed as follows:

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

D. It is expressly understood and agreed that in no event shall the total compensation due the Subawardee exceed compensation listed in Appendix “A”.

Section 08 Termination of Agreement for Cause

If, through any cause, the Subawardee shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if the Subawardee shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Subawardee of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. All finished or unfinished documents, data, studies, surveys and reports or other material prepared by the Subawardee under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination. The Subawardee shall be entitled to receive compensation in accordance with the payment provisions of Appendix “B” only for work completed to the City's satisfaction in accordance with Appendix “B” and the other terms of this Agreement.

Section 09 Termination for Convenience of City

The City may terminate this contract at any time by giving written notice to the Subawardee of such termination and specifying the effective date of such termination. All finished or unfinished documents and other materials as described in Section 8 above are the property of the City and shall be delivered to the City by or upon the effective date of execution of this section. The Subawardee shall be entitled to receive compensation in accordance with the payment provisions of Appendix “B” only for work completed to the City's satisfaction in accordance with Appendix “B” and the other terms of this Agreement. If this

Agreement is terminated due to the fault of the Subawardee, Section 8 of this Agreement shall govern the rights and liabilities of the parties.

Section 10 Causes Beyond Control

In the event the Subawardee is prevented by a cause or causes beyond control of the Subawardee from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Subawardee liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, the Subawardee shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Subawardee and which prevent the performance of the Subawardee: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Subawardee from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Subawardee and would not prevent another Subawardee from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Subawardee. The City will determine whether the event preventing the Subawardee from performing is a cause beyond the Subawardee's control.

Section 11 Modifications

A. The parties may mutually agree to modify the terms of the Agreement. Modifications to the Agreement shall be incorporated into the Agreement by written amendments.

B. It is expressly understood that the City may require changes in the scope of services and an unreasonable refusal by the Subawardee to agree to modification in the scope of services will be the basis for termination of the Agreement for cause. It is expressly understood that the total amount of compensation for successful performance of the Agreement will not be modified, under any circumstances, without prior written approval of the City.

This Agreement constitutes the entire and integrated agreement between City and Subawardee concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreement, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of City shall bind City or be enforceable by Subawardee unless specifically set forth in this Agreement. This Agreement may be amended only by written instrument executed and acknowledged by both City and Subawardee.

Section 12 Equal Employment Opportunity

A. To the extent required by law, the Subawardee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. The Subawardee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical handicap, age, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or

terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities. The Subawardee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Subawardee will, in all solicitations or advertisements for employees placed by or on behalf of the Subawardee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, physical handicap, age, or status as a disabled veteran, or veteran of the Vietnam War era. The Subawardee will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement.

B. The Subawardee shall keep such records and submit such reports concerning the equal opportunity employment provisions set forth in subsection 12 (A) for applicants for employment and employees as the City may require.

Section 13 Interest of Members of City and Others

No officer, member or employee of the City and no member of its governing body, and no other public official of the governing body shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are, directly or indirectly, interested or having any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Section 14 Assignability

A. The Subawardee shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the City, thereto; provided, however that claims for money due or to become due to the Subawardee from the City under this Agreement may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Subawardee shall be responsible to the City for any moneys due the assignee of this agreement which are paid directly to the Subawardee.

B. The Subawardee shall not delegate duties or otherwise subcontract work or services under this Agreement not previously outlined in the proposal without the prior written approval of the City.

Section 15 Interest of Subawardee

The Subawardee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Subawardee further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Section 16 Findings Confidential

To the extent permitted or required by law any reports, information, data, etc., given to or prepared or assembled by the Subawardee under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization by the Subawardee without the prior written approval of the City.

Section 17 Publication, Reproduction and Use of Materials

No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 18 Audits and Inspections

At any time during normal business hours, Subawardee shall make available for examination all of its records with respect to all matters covered by this Agreement and will permit representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

Section 19 Jurisdiction; Choice of Law

Any civil action arising from this Agreement shall be brought in the superior court for the third judicial district of the state of Alaska at Homer or the U.S. District Court for the District of Alaska. The law of the state of Alaska and the City of Homer shall govern the rights and obligations of the parties.

Section 20 Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection hereof.

Section 21 Permits, Laws and Taxes

The Subawardee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to the performance under this Agreement. All actions taken by the Subawardee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Subawardee shall pay all taxes pertaining to its performance under this Agreement.

Section 22 Relationship of the Parties

The Subawardee shall perform its obligations hereunder as an independent Subawardee of the City. The City may administer this Agreement and monitor the Subawardee's compliance with this Agreement but shall not supervise or otherwise direct the Subawardee except to provide recommendations and to provide approvals pursuant to this Agreement.

Section 23 Agreement Administration

A. The City Manager, or the designee, will be the representative of the City administering this Agreement.

B. The services to be furnished by the Subawardee shall be administered, supervised, and directed by Marie McCarty. In the event that any of the individuals identified in the proposal to perform work under the Agreement is unable to serve for any reason, the Subawardee shall appoint a successor in interest subject to a written approval of the City of Homer.

Section 24 Integration

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement the following documents are incorporated by reference into this Agreement as if fully set forth herein:

- State of Alaska Business License
- Appendix A. Fees/Compensation
- Appendix B. Scope of Work
- Notice of Award - "Acquiring Land to Foster Community Resilience in Homer, Alaska Bridge Creek Watershed" (NA25NOSX473C0192-T1-01)
- NOAA Budget Narrative & Justification

Section 25 Defense and Indemnification

A. The Subawardee shall indemnify, hold harmless, and defend the City from and against any claim of, or any acts, errors or omissions of the Subawardee under this agreement. The Subawardee 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 the Subawardee and the independent negligence of the City, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Subawardee" and "City", as used within this article, include the employees, agents and other Subawardees/contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the City's selection, administration, monitoring, or controlling of the Subawardee and in approving or accepting the Subawardee's work.

Section 26 Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 27 Subawardee Insurance

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third-party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that Subawardee confer with their respective insurance companies or brokers to determine if their insurance program complies with the City's Insurance requirements.

The Subawardee shall procure and maintain the following insurances:

- A. Minimum Scope of Insurance Coverage shall be at least as broad as:
1. Insurance Services office form number CG 0001 covering Commercial General Liability.
 2. Insurance Services office form number CA 0001 covering Automobile Liability, symbol "any auto".
 3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.
 4. Professional Liability insurance against liability arising out of the rendering or failure to render professional services under this agreement on a form acceptable to the City.

- B. Minimum Limits of Insurance Subawardee shall maintain limits no less than:

1. General Liability:

\$_____ combined single limit per occurrence for bodily injury, property damage, personal injury and advertising injury. The general aggregate limit shall be \$_____. The general aggregate limits shall apply separately to each project

If the general liability insurance is written on a claims made form, the Subawardee shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

2. Auto Liability:

\$_____ combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employer's liability shall be endorsed to the following minimum limits:

Bodily injury by Accident -	\$_____ each accident
Bodily injury by Disease -	\$_____ each employee
Bodily injury by Disease -	\$_____ policy limit

4. Professional Liability:

\$_____ per each claim. The general aggregate limit shall be \$_____. The professional liability insurance shall be maintained in effect until final acceptance by the City of the completed project.

If the professional liability insurance is written on a claim made form, the Subawardee shall provide insurance for a period of two years after final payment of this agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this agreement.

5. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Subawardee to combine an excess liability or umbrella policy with the general liability, auto liability or employer's liability. In the instance where the Subawardee purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing any deductible or self-insured retention must be declared and approved by the City. The Subawardee may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the City, the Subawardee shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the Subawardee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability

a. The City, its Administrator, officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Subawardee; products and completed operations of the Subawardee premises owned, occupied or used by the Subawardee or automobiles owned, leased, hired or borrowed by the Subawardee. The coverage shall contain no special limitation on the scope of protection afforded to the City, its Administrator, officers, officials, employees and volunteers.

b. The Subawardee's insurance coverage shall be primary insurance as respects the City, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its Administrator, officers, officials, employees and volunteers shall be excess of the Subawardee insurance and shall not contribute to it.

c. The Subawardee insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Subawardee or any subcontractor for the City.

3. All Insurance

Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice for nonpayment of premium or fraud on the part of the Subawardee or 60 days' prior written notice for any other reason by certified mail, return receipt requested, has been given to the City. Such notice shall be mailed by the Subawardee to the attention of the Director of Administration.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

F. Verification of Coverage

Subawardee shall furnish the City with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the City. All certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Subawardee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Coverage

A lapse in insurance coverage is a material breach of this agreement which shall result in immediate termination of the agreement, pursuant to Section 8.

Section 28 Severability

If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of this Agreement shall remain in full force and effect.

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such

provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

Section 29 Understanding

The Subawardee acknowledges that the Subawardee has read and understands the terms of this Agreement, has had the opportunity to review the same with counsel of their choice, and is executing this Agreement of their own free will.

Section 30 Notices

Any notice required pertaining to the subject matter of the Agreement shall be personally delivered or mailed by prepaid first-class, registered or certified mail to the following address:

City of Homer: 491 E. Pioneer Avenue, Homer, Alaska 99603
Subawardee: 315 Klondike Avenue, Homer, Alaska 99603

Section 31 Subawardees' Violations of Tax Obligations

A. Any Subawardee in arrears on a City obligation, including, but not limited to tax, assessment, lease, sale, or rental payments, whether as an individual, or as a representative of a business, organization, firm, corporation, or partnership, shall not be awarded the Agreement if the delinquency is not cured within ten calendar days of receipt of written notice sent by the City of the delinquency.

B. This Agreement can be terminated for cause, pursuant to Section 8, if it is determined that a Subawardee whether the amounts owed are in the name of the Subawardee as an individual or as a representative of a firm, business, corporation, or partnership, is in arrears of any taxation, lease or rental agreement that is due to the City that is not remedied within 10 calendar days of notification by regular mail.

C. The City reserves any right it may have to offset amounts owed by an individual, firm, corporation or business for delinquent City taxes, moneys owed on sales, assessments, leases and rental agreements, against any amount owing to the same under an Agreement between the City and the same.

Section 32 Fund Verification

Fund source and verification of funds for this project:

Funding Source: _____

Verified by

Date

Section 33 Non-Appropriation Funds

The contract is subject to the appropriation of funds each fiscal year. In the event no funds are appropriated for this contract, the City of Homer has the right in any given fiscal year to terminate this contract without penalties of any sort.

Section 34 Flow Down Provisions

This Contract is issued in connection with another government agency (National Oceanic and Atmospheric Administration (NOAA) NOAA's FY2024 Bipartisan Infrastructure Law National Estuarine Research Reserve Habitat Restoration and Conservation (NA25NOSX473C0192-T1-01)), and includes flow down or contract provisions required by that agency. In the event of a conflict between the terms and conditions of the general agreement and the Flow Down terms and conditions, the Flow Down terms and conditions shall govern. The _____ reserves the right to include, and _____ agrees to comply with any flow down or other agency provisions. In the event that flow down or contract provisions required by other agencies or by Law are inadvertently omitted from this Contract, both parties agree to negotiate in good faith for that provisions inclusion into the Contract.

Section 35 No Third Party Beneficiaries

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their successors and assigns.

Section 36 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 37 Survival of Representations and Warranties

The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of this Agreement.

Section 38 Authority

Subawardee represents and warrants that it has complete and unconditional authority to enter into this Agreement; this Agreement has been duly authorized by Subawardee's governing body; this Agreement is a binding and enforceable agreement of and against Subawardee; and the person executing the Agreement on Subawardee's behalf is duly and properly authorized to do so.

Section 39 Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

CITY OF HOMER

KACHEMAK HERITAGE LAND TRUST

CITY MANAGER

TITLE: Executive Director

STATE OF ALASKA

Third Judicial District

On _____, 20__, _____ personally appeared before me, who is a Person known to me, to be the signer for the City and he acknowledged that he that she signed on behalf of the City.

Notary Public
My Commission Expires:

STATE OF ALASKA

Third Judicial District

On _____, 20__, _____ personally appeared before me,

1. [] who is a Person known to me
2. [] whose identity I proved on the basis of _____
3. [] whose identity I proved on the oath/affirmation of _____
a credible witness to be the signer of the Agreement of Subawardee Services and he/she acknowledged that he/she signed it.

Notary Public
My Commission Expires:

Appendix A

FEES and COMPENSATION

Appendix B

Scope of Work

Scope of Work
Kachemak Heritage Land Trust

Funding Opportunity: NOAA Bipartisan Infrastructure Law Land Acquisition and Restoration (NA25NOSX473C0192-T1-01)

Project Title: Acquiring Land to Foster Community Resilience in Homer, Alaska Bridge Creek Watershed

Project Lead: City of Homer

Principal Investigator: Julie Engebretsen, City of Homer

Total Project Request: \$1,500,000

Federal Funding Request Subaward: \$60,000

Project Start and End Dates: December 1, 2025 – July 31, 2028

Subawardee
Kachemak Heritage Land Trust

Executive Director

315 Klondike Avenue

Homer, AK 99603

Marie McCarty

marie@kachemaklandtrust.org

907-235-5325

Overview: In conjunction with the Kachemak Bay National Estuarine Research Reserve (KBNERR), the City of Homer is pursuing the acquisition and permanent protection of land in the Bridge Creek Watershed Protection District to safeguard water quality and quantity of the drinking water supply for lower Kenai Peninsula residents amidst documented impacts from climate change on the Kenai Peninsula. The project mitigates potential degradation from residential development (permitted under existing City ordinances) and supports salmon populations by preserving the anadromous Anchor River stream, riparian, and upland habitat essential for birds and wildlife. KBNERR proposes to work with the City of Homer (CoH) to increase community resilience by purchasing and protecting two priority properties within Homer's Bridge Creek Watershed Protection District, which supplies surface and groundwater recharge to the reservoir. The Bridge Creek Reservoir in the Protection District is the primary source of potable water for over 1600 residential and 500 commercial customers, which includes drinking water trucked to residents outside city limits and those in surrounding rural communities.

Project Intent: The specific role of Kachemak Heritage Land Trust in this project is to provide public outreach, facilitate due diligence on land purchase(s) and provide draft deed restriction language. Additionally, Kachemak Heritage Land Trust will work to create a site monitoring program consistent with NOAA requirements that the City can use to monitor all municipally owned lands within the watershed.

KHLT Tasks

KHLT's Executive Director, Marie McCarty, will oversee and implement the subaward from the City of Homer. The specific role of KHLT in this project is to complete the following;

Performance Measures and Milestones

Years 1-3

Task 1

Subaward executed with City of Homer

Task 2

Negotiate with landowners

KHLT will be the sole negotiator to communicate, coordinate, and negotiate with private landowners in the project area to determine willingness to sell, sale price and conditions, and other considerations for acquisitions. All negotiation will be done within the parameters set by the City of Homer. The City of Homer will be the end-owner of all parcels with the NOAA required deed restrictions.

Task 3

Secure Title to Property KHLT will order a copy of the title reports and review this with legal counsel. KHLT will provide a copy of the title to the City for City attorney review. The City will pay for the title report and attorney review.

Task 4

Site Visits: After the title has been reviewed with KHLT's legal counsel and the City's legal counsel, an on-the-ground site visit will be scheduled with the landowner and KHLT. During this visit, KHLT will be accompanied by a biologist or natural resources specialist who will help to identify, evaluate, and photograph the unique conservation values on the property. It is expected these site visits will take up to ½ day for large parcels and less time for smaller parcels

Task 5

Phase I-(as needed): KHLT will arrange for a Phase I environmental report to evaluate the property for hazardous waste; a portion of this evaluation includes a landowner interview that can either be conducted on the property or over email. This information will be presented to the City of Homer for its review and approval to proceed. The Phase I costs will be paid by the City.

Task 6

Yellow Book Appraisal (2-6 months): The appraisal must state the fair market value as of the date of sale. The City will contract with McSwain Appraisals and will pay for the appraisal reports. KHLT or City of Homer staff will attend the Appraiser's site visits. The City will share a copy of the appraisal with KHLT.

Review Appraisals There will only be review appraisals ordered on properties with a value over \$250k. Review appraisals will be ordered by KHLT, arranged with NOAA, and will be paid for and reviewed by the City of Homer.

Task 7

Purchase and Sales Agreements **If requested by the City,** KHLT will draft a purchase and sales agreement for review by the City for each property to be acquired. Once approved by the City, KHLT will present the offer to the landowner. All negotiations that propose the alteration of the purchase and sales agreements for the acquisition will be approved by the City.

Task 8

Survey (1-2 weeks): The property may need additional survey work to accurately define any boundaries created by the deed. The City is responsible to hire and pay for any surveys needing to be accomplished. KHLT will work with the surveyor in the field to ensure the City's boundary intentions are met.

Task 10

Subdivision/Replat (Up to 12 months). KHLT will work with the City on any necessary property replat or boundary survey. The City is responsible for all costs.

Task 11

Management Plan: (at property closing) A completed management plan will be available for the City's use at closing to assist with future property monitoring. Does the City want KHLT to prepare one of these?

Task 12

Project Closing (>1 month): For the closing of the property purchase, KHLT will coordinate this with a local title company. This provides a central location for collection and disbursement of documents, while identifying a party that is responsible for all follow-up documentation. The closing costs are split between the City and the landowner.

Task 13

Publicity: All publicity for the success of this project will be approved by the City of Homer as appropriate. KHLT is responsible for the communications planning, design and distribution of newsletters, social media, fact sheets and other outreach.

Period of Performance: when signed– July 31, 2028

Criteria for Measuring Accountability:

Accountability will be measured by satisfaction of the above referenced tasks..

Method for Maintaining Performance Accountability: Monthly meetings to review progress, identify problems as they arise and timely solutions. Meetings may be bi-weekly during property acquisition.

Payment will be made to the subrecipient as objectives and tasks are completed, but no more frequently than monthly