



# MEMORANDUM

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CC-26-042

**Resolution 26-013, a Resolution of the City Council of Homer, Alaska, Approving a Contract with the Kachemak Bay National Estuarine Research Reserve, Alaska Center for Conservation Science, University of Alaska Anchorage, as a Subaward Recipient in the Amount Not to Exceed \$143,309 to Complete the Tasks Outlined in Relation to the Project Titled Acquiring Land to Foster Community Resilience in Homer, Alaska Bridge Creek Watershed As 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 Homer City Council  
**Date:** January 29, 2026  
**From:** Julie Engebretsen, Community Development Director  
**Through:** Melissa Jacobsen, City Manager

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## **SUMMARY:**

The City of Homer is a recipient of a \$1,500,000 grant from NOAA to acquire and protect land in the Bridge Creek Watershed. The Kachemak Bay National Estuarine Research Reserve (KBNERR) is a grant sub-award recipient for the project. Under the City's Procurement Manual, the City Council authorizes contracts over \$50,000. The purpose of the resolution is to secure Council's approval and allow the City Manager to negotiate and execute the contract documents.

## **RECOMMENDATION:**

Approve the Resolution to award the contract to KBNERR.

## **ATTACHMENTS:**

Scope of Work  
Draft contract  
Ordinance 25-62

**Funding Opportunity:** NOAA-NOS-OCM-2024-27098

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

**Project Lead:** City of Homer

**Lead Principal Investigator:** Julie Engebretsen, City of Homer

**Total Project Request:** \$1,500,000

**Subaward Total Request:** \$143,309

**Project Start and End Dates:** When Signed, 2025 – September 30, 2028

**Subrecipient Information:** **University of Alaska Anchorage (UAA)**

**Reserve Information:** Kachemak Bay National Estuarine Research Reserve (KBNERR)  
Alaska Center for Conservation Science  
University of Alaska Anchorage

**Recipient UEI Number:** DZFJT2KH9C43

**Principal Investigator:** Katherine Schake, KBNERR Reserve Manager  
UAA ACCS Kachemak Bay National Estuarine Research Reserve  
2181 Kachemak Drive; Homer, AK 99603  
[kschake@alaska.edu](mailto:kschake@alaska.edu), 907-235-1593

**Co-Principal Investigator:** Syverine Bentz, Coastal Training Program Coordinator  
UAA ACCS Kachemak Bay National Estuarine Research Reserve  
2181 Kachemak Drive; Homer, AK 99603  
[syverine@alaska.edu](mailto:syverine@alaska.edu), 907-235-4799

**Financial Representative:** Ms. Kelsie Sullivan, Post Award Manager  
Office of Sponsored Programs, University of Alaska Anchorage  
3211 Providence Drive; Anchorage, AK 99603  
[uaa\\_postaward@alaska.edu](mailto:uaa_postaward@alaska.edu), 907-786-1569

### **SUBAWARD SCOPE OF WORK**

**Overview:** In partnership 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 partner 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 1,600

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 KBNERR in this project is to implement training, education, and outreach regarding the watershed ecology and groundwater hydrology research that has occurred in the Bridge Creek Watershed and the broader Anchor River Watershed over the past twenty years. This research has been in collaboration with the University of South Florida's Ecohydrology Research Group. Training and education programming will share findings on the significance of these watersheds to salmon habitat and populations, and address drinking water security concerns for rural and Indigenous communities of the lower Kenai Peninsula and Kachemak Bay region. Audiences to be reached include K-12 teachers, students, local government, city managers, Tribal leaders, state and federal agencies, and local community residents.

### **KBNERR Subaward Tasks**

KBNERR's Coastal Training Program will include workshops designed for local governments (e.g., Tribal Councils, municipalities), agencies such as the Natural Resources Conservation Service (NRCS) and the Homer Soil & Water Conservation District. Workshops may include technical skills training on water quality and quantity, management of the reservoir, tours of the water treatment facility, and water budget forecasting. A current Memorandum of Understanding between the City of Homer and the City of Seldovia has already been established to exchange knowledge of drinking water management systems. The City of Seldovia and the Native Village of Seldovia will both be served through these trainings.

KBNERR's Education Program will implement field trips and outreach events for the general public, K-12 students, and early career internships with a focus on building community resilience for people and fish, and showcase the ecological function and value of wetlands, peatlands and groundwater flow paths. These activities will include Discovery Labs, field trips, water facility tours, technical community skill-building training, and collaborative educational signage design. Building on age-appropriate student curriculum over time establishes a true 'sense of place and stewardship' within the next generation.

KBNERR's PI and Reserve Manager Katherine Schake and Co-PI Syverine Bentz, Coastal Training Program Coordinator, will manage the UAA subaward from the City of Homer. The specific role of KBNERR in this project is to implement two field-based trainings for decision-makers (e.g., city managers, Tribal leaders, and federal/state agencies), one teacher training event followed by classroom support for teachers, offer onsite K-12 field trips as needed, and establish a traveling 'Groundwater Discovery Lab' that will be brought to diverse communities throughout the region to share scientific information gleaned over 20 years of research in collaboration with the University of South Florida Ecohydrology Group. KBNERR's Margaret A. Davidson Fellow, Tyelyn Brigino will participate by providing technical assistance since she is one of the researchers from the USF team that has been working in the Bridge Creek Watershed in recent years.

KBNERR will also work with the City of Homer to order and install a new Meteorological Station on City of Homer property that will address a data gap in required precipitation data to create a more accurate water budget and forecasting for the City of Homer Reservoir, and improve forecasting for landslide hazard events.

### Task 1: Subaward Project Management (Y1 & Y2)

KBNERR PI Katherine Schake will be responsible for management of the subaward's overall activities, management of the subaward budget, coordination with City of Homer PI Engebretsen, and writing of reports.

### Task 2: Coastal Training Program (CTP) Site-Based Learning for Decision Makers (Y1 & Y2)

#### **1. Municipal and Tribal Leaders/Managers**

Spring 2025, prior to grant award: KBNERR will informally leverage Bipartisan Infrastructure Capacity Building Funds to host an introductory site visit to the Bridge Creek Reservoir to discuss groundwater research, current knowns and unknowns about the City of Homer's drinking water security, and a tour of the water treatment facility. Subsequently, in year two, based on end user needs for specific applications identified, KBNERR's CTP Coordinator will design, deliver and evaluate training/technical assistance for specific municipal managers and Tribal leaders of the region regarding groundwater research, calculating water budgets, drinking water source protection, and forecasting water scarcity and opportunities to build resilient water systems for people and fish.

#### **2. Natural Resources Conservation Service (NRCS) Staff Training**

Winter 2025 – Summer 2026: KBNERR's CTP Coordinator will plan and facilitate site-based trainings for Alaska's NRCS staff and Homer Soil & Water Conservation District (HSWCD) staff, with a focus on the lower Kenai Peninsula region. These trainings will allow NRCS to incorporate the best available groundwater science into conservation practices offered through NRCS programs to private landowners. KBNERR will work closely with HSWCD and NRCS to design a training that is relevant to NRCS programming, and applicable to private lands within the Reserve's targeted watershed boundary.

### Task 3: Education and Outreach for K-12 Teachers, Students and Community Members (Y1 & Y2)

#### **1. Teachers on the Estuary Training (TOTE)**

- a. Summer 2025: KBNERR's Education Coordinator will plan and implement a TOTE Workshop focused on groundwater science and water budgets with KBNERR and USF researchers. KBNERR educators will work with teachers to incorporate groundwater/hydrology science into their classroom curriculum and to address their interests and needs through hands-on, field-based professional teacher development sessions. Target audience is teachers grades 4-12.
- b. Fall 2025 – Spring 2026: TOTE teacher participants receive in-classroom support from KBNERR's Education program to continue teaching groundwater science and using data from KBNERR's System Wide Monitoring Program (e.g., weather station data).
- c. Opportunities for site-based field trips for K-12 students to the Bridge Creek Reservoir will be offered as teacher interest arises and relationships are built with new teachers.

#### **2. Groundwater Discovery Lab (Year 1-2)**

- a. Education and outreach materials will be consolidated into a freshwater science discovery lab that will incorporate KBNERR and USF's 20 years of watershed ecology research, the

role of groundwater in protecting fish habitat and supplying people with drinking water. Water budget calculation and forecasting will be included.

Task 4: Install Meteorological (MET) Station to meet NERRs System Wide Monitoring Program (SWMP) Standards (Y1 & Y2)

**1. KBNERR's SWMP Coordinator will establish a new MET Station Site**

- a. SWMP Coordinator will order equipment for MET station and work with the City of Homer Engineer and Public Works Department to select an appropriate site on City property, assist with installation of the weather station as needed, and establish the data management system to meet SWMP standards. (Year 1)
- b. Two years of data must be collected and submitted to the Centralized Database Management Office (CDMO) to officially establish a new SWMP MET station. Year 2 of this project will focus on data collection, QA/QC and troubleshooting.
- c. After this grant award the new MET station will be incorporated into KBNERR's SWMP routine monitoring.

**Outcomes**

**Outcome:** Community members, nonprofit partners, agencies, and decision-maker knowledge and skills related to freshwater source protection and management will be enhanced through multiple collaborative workshops, resulting in a more resilient community for the entire Kachemak Bay region including rural, Indigenous communities.

**Coastal Training Program Outcome:** Collaborative workshops and trainings with the rural communities across Kachemak Bay will transfer knowledge, skills, and identify information gaps and monitoring opportunities to enhance understanding and forecasting of freshwater source protection, offering a model for rural communities across Kachemak Bay.

**Education Outcome:** Teachers engaged in TOTE will increase their understanding of coastal conditions and the meaning of collaborative science. KBNERR Educators and Research staff, along with other educators and researchers from the region will provide engaging and relevant information on changing coastal conditions to inform teachers about the status of our freshwater systems and the need for water source protection for fish and drinking water in the midst of climate change impacts. Students from rural and Indigenous communities will learn about our freshwater systems through hands-on, site-based learning opportunities.

**System Wide Monitoring Program Outcome:** This will improve local government's ability to monitor, forecast and predict water shortages and hazardous landslide events due to a new MET station which will be incorporated into the NERRs Network. Decision makers have access to real-time meteorological data will be available via the CDMO website.

**Performance Measures and Milestones**

Year 1: Subaward issued; Planning/Design; Install MET Station

- City of Homer establishes subaward with UAA/KBNERR.
- Training and Educational Events Developed.

- A minimum of one training event will be designed and prioritized.
- Outreach to rural and Indigenous communities will be conducted, to participate in and co-develop technical trainings.
- Teachers on the Estuary Training will be designed and implemented.
- Install Meteorological Station with the City of Homer Engineer and establish NERRs System Wide Monitoring Protocol standards.

*Year 2: Trainings and Educational Programming*

- TOTE Teachers will continue to be supported with classroom curriculum.
- K-12 Teacher and Student support and field trip opportunities will be implemented as needed
- An Educational Discovery Lab will be produced for the general public and will be focused on the operations, conservation and monitoring of the City water system.
- Site-Based field trips, public workshops and other activities (water treatment plant tours) will be developed to showcase the ecological value of the wetlands with recognition to NOAA.
- Collaborative technical training climate resilience workshops will contribute to workforce development for water quality and quantity monitoring within the City of Homer and the broader community (e.g., NRCS, municipalities, rural Indigenous communities).
- The SWMP MET station will be maintained with the City of Homer and will submit data to the Centralized Database Management Office.

# Professional Services Agreement for Subawardee Services

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF HOMER and KACHEMAK BAY NATIONAL ESTUARINE RESEARCH RESERVE, ALASKA CENTER FOR CONSERVATION SCIENCE, UNIVERSITY OF ALASKA ANCHORAGE.

## **Section 01     Definition**

In this Agreement:

- A.     The term "City" means the City of Homer.
- B.     The term "Subawardee" means Kachemak Bay National Estuarine Research Reserve
- 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 Bay Research Reserve.

## **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 \_\_\_\_\_, 2026. 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 shall reference  
**Project Number 151-7040:**

**City of Homer  
c/o Julie Engebretsen  
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 “A” 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 "A" 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 Katherine Schake, KBNERR Reserve Manager. 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 - NOAA-NOS-OCM-2024-27098
- NOAA Budget Narrative & Justification

## **Section 25 Defense and Indemnification**

A. Subject to a specific appropriation by the Alaska Legislature for this purpose, 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. The parties to this agreement recognize and agree that UAA has no appropriation currently available to indemnify the City under this provision and that enactment of such an appropriation in the future to fund a payment under this provision remains in the sole discretion of the Legislature.

## **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. University of Alaska Anchorage (UAA) is covered for liability exposures through a combination of self-insurance and excess insurance programs with large deductibles. Losses that fall within these deductible levels, including those for which UAA is contractually liable, are covered by the financial resources of the UAA and are administered under its self-insured claims program, which does not include adding other parties as additional insured.

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

University of Alaska Anchorage (UAA) is covered for liability exposures through a combination of self-insurance and excess insurance programs with large deductibles. Losses that fall within these deductible levels, including those for which UAA is contractually liable, are covered by the financial resources of the UAA and are administered under its self-insured claims program, which does not include waiver of subrogation.

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: 2181 Kachemak Drive, 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 NOAA-NOS-OCM-2024-27098, 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 City reserves the right to include, and Subawardee 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 I no way define, limit or describe the scope or intent of any provisions of this Agreement.

CITY OF HOMER

UNIVERSITY OF ALASKA ANCHORAGE

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
TITLE: Post Award Manager

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 she acknowledged 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

(See next page)

## Appendix B

### Scope of Work

(See next page)

CITY OF HOMER  
HOMER, ALASKA

Community Development  
Director/City Manager

ORDINANCE 25-62

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE FY26 CAPITAL BUDGET BY ACCEPTING AND  
APPROPRIATING A NATIONAL OCEANIC AND ATMOSPHERIC  
ADMINISTRATION GRANT IN THE AMOUNT OF \$1,500,000 FOR  
LAND ACQUISITION AND WORK RELATED TO THE BRIDGE CREEK  
WATERSHED PROTECTION DISTRICT.

WHEREAS, The City of Homer is the recipient of a \$1,500,000 National Oceanic and  
Atmospheric Administration (NOAA) grant for the project titled "Acquiring Land to Foster Resilience in  
Homer, Bridge Creek Watershed Protection District;" and

WHEREAS, The project includes purchasing land in the Bridge Creek Watershed Protection  
District, public education, and the installation of a weather station on City Land in the watershed to  
collect rainfall and other data; and

WHEREAS, This NOAA grant will support land acquisition as prioritized for many years in the  
City's Capital Improvement Plan; and

WHEREAS, The Bridge Creek Watershed is the sole drinking water source for the City's municipal  
water system and maintaining water quality and quantity is a priority of the City.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY26 Capital Budget by accepting  
and appropriating a grant from the National Oceanic and Atmospheric Administration in the  
amount of \$1,500,000 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-XXXX	NOAA Bridge Creek Watershed Grant	\$1,500,000

Section 2. The City Manager is authorized to negotiate and execute the appropriate  
documents.

Section 3. This is a budget amendment ordinance, is temporary in nature, and shall not  
be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 13th day of October, 2025.

~~Strike out~~ is deleted language, **bold underline** is new language

CITY OF HOMER

  
\_\_\_\_\_  
RACHEL LORD, MAYOR

ATTEST:

  
\_\_\_\_\_  
Zach Pettit, Acting City Clerk

~~RENEE KRAUSE, MMC, ADAC, CITY CLERK~~

Zach Pettit, Acting City Clerk

YES: 6

NO: 0

ABSENT: 0

ABSTAIN: 0

First Reading: 9/22/2025

Public Hearing: 10/13/2025

Second Reading: 10/13/2025

Effective Date: 10/14/2025