

**MEMORANDUM OF AGREEMENT TO EQUALLY DIVIDE THE COST
OF A FEASIBILITY STUDY FOR BLUEBERRY HILL ACCESS BETWEEN
THE KENAI PENINSULA BOROUGH AND THE ALASKA MENTAL
HEALTH TRUST AUTHORITY**

ARTICLE 1. PARTIES

This Memorandum of Agreement (MOA) is made between the Kenai Peninsula Borough (KPB) whose address is 144 North Binkley Street, Soldotna, Alaska, 99669, and the Alaska Mental Health Trust Authority (MHT) whose address is 2600 Cordova Street, Suite 201, Anchorage, Alaska 99503 (together, the Parties).

ARTICLE 2. PURPOSE

KPB has placed an eighty-acre parcel in the Blueberry Hill area under a contract to purchase. The parcel is more particularly described as follows:

THE N¹/₂N¹/₂NW¹/₄; THE S¹/₂NE¹/₄NW¹/₄, AND THE N¹/₂SE¹/₄NW¹/₄, ALL SITUATED IN SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, RECORDS OF THE SEWARD REORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA. (PARCEL NO. 12535007) (the Property).

The purchase of the Property is contingent upon a feasibility study (the Study) to determine the potential for developed road access that would comply with current KPB road standards. The Property provides a potential means of access to adjacent KPB and Alaska Mental Health Trust Authority (MHT) land holdings. As an adjacent property owner, MHT likewise would benefit from the findings of the Study for future road access and land-planning activities in the Blueberry Hill area. The adjacent KPB land holdings are identified in Attachment 1, and the adjacent MHT land holdings are identified in Attachment 2.

This MOA defines the terms and Parties' obligations relating to equally dividing the cost of the Study.

ARTICLE 3. EFFECTIVE DATE AND PERIOD OF AGREEMENT

The effective date of this MOA is the date of the last signature of the Parties below. This MOA will expire upon the completion of the scope of work provided for in the Study.

ARTICLE 4. RESPONSIBILITIES OF KPB

KPB will:

- a. Provide a proposal quote request for the Study to MHT for review;
- b. Contract directly with the successful proposer upon award by KPB;
- b. Make all existing KPB land holdings in the Blueberry Hill area available for inclusion in the Study;
- c. Act as the project manager through its Land Management Division to oversee completion of the Study;

- d. Include MHT in calls and meetings concerning the Study with the Study contractor;
- e. Provide a copy of the completed Study to MHT; and
- d. Pay fifty percent (50%) of the contract amount for the Study, not to exceed \$25,000.

ARTICLE 5. RESPONSIBILITIES OF MHT

MHT will:

- a. Review the proposal quote request and all other Study-related contracting documentation in timely manner;.
- b. Include all existing MHT land holdings in the Blueberry Hill area as a part of the study and allow the Study contractor access to those properties to complete the Study;
- c. Provide any requested information regarding the MHT properties as it may relate to the Study;
- d. Participate in the development and completion of the project, including calls and meetings concerning the Study with the Study contractor.
- e. Pay fifty percent (50%) of the contract amount for the Study, not to exceed \$25,000) as provided for in Section 9 Payment for Services.

ARTICLE 6. COMPLIANCE WITH LAWS AND PERMITS

KPB and MHT will comply with all statutes, ordinances, rules, regulations, and requirements of federal, state, and local governments and agencies and departments thereof, which are applicable to KPB or MHT for the services provided under this MOA.

ARTICLE 7. APPLICABLE LAW

This MOA will be governed by and construed in accordance with the laws of the State of Alaska.

ARTICLE 8. CHANGES AND AMENDMENTS

Changes to this MOA must be by a written amendment that outlines in detail the exact nature of the change. Any amendment to this MOA must be executed in writing and signed by the authorized representative of each Party. The Parties signing this MOA and any subsequent amendment(s), represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person may be interpreted as amending or otherwise affecting the terms of this MOA. Any Party to this MOA may request that it be amended, whereupon the Parties will consult to consider such amendment.

ARTICLE 9. PAYMENT FOR SERVICES

The compensation for the matters covered under this MOA will be due in full within thirty (30) days of the notice of completion of the Study. If the payment is not received in full by the due date, KPB will e-mail notice of delinquency and add a fifteen percent (15%) delinquency fee in addition to any other delinquent fees that may be assessed by the contractor.

It is understood the KPB and MHT are both governmental entities and payments herein provided for may be paid from legislative appropriations, and approval or continuation of an agreement may be contingent upon legislative appropriation by the KPB Assembly or the Alaska State Legislature. KPB reserves the right to terminate this MOA in whole or part if, in its sole judgment, the KPB Assembly fails, neglects, or refuses to appropriate sufficient funds as may be required. Further, in the event of non-appropriation, KPB will not be liable for any penalty, expense, or liability for general, special, incidental, consequential, or other damages resulting therefrom. MHT reserves the right to terminate this MOA in whole or part if, in its sole judgment, the Alaska State Legislature fails, neglects, or refuses to appropriate sufficient funds as may be required. Further, in the event of non-appropriation, MHT will not be liable for any penalty, expense, or liability for general, special, incidental, consequential, or other damages resulting therefrom.

KPB and MHT are not responsible for and will not pay local, state, or federal taxes. All costs associated with the MOA must be stated in U.S. currency.

ARTICLE 10. NOTICES

Notices by the Parties pursuant to this MOA must be sent to the following addresses:

Kenai Peninsula Borough
Attn: Land Management Division
144 North Binkley Street
Soldotna, Alaska 99669
E-mail: lmweb@kpb.us

Alaska Mental Health Trust Authority
Attn:
2600 Cordova Street, Suite 201
Anchorage, Alaska 99503
E-mail:

ARTICLE 11. INDEMNIFICATION AND HOLD HARMLESS

Each Party agrees that it will be responsible for its own acts and omissions including those of its officers, agents, and employees and each Party will indemnify, defend, and hold harmless the other, to the maximum extent allowed by law, from any claim of or liability for error, omission, or negligent act of whatever kind, including attorney fees, for damages to property or injury or death to persons occasioned by each Party's own acts or omissions in connection with this MOA. This agreement will continue after termination of this MOA.

ARTICLE 12. ENTIRE AGREEMENT

This document is the entire agreement of the Parties, who accept the terms of this MOA as shown by their signatures below. In the event the Parties duly execute any amendment to this MOA, the terms of such amendment will

Attachment 1

Kenai Peninsula Borough Owned and Managed Lands:

Owned:

THE SE¹/₄ OF SECTION 13, E¹/₂ OF SECTION 24, AND ALL OF SECTION 25, LOCATED IN TOWNSHIP 1 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, SEWARD RECORDING DISTRICT, STATE OF ALASKA. (Parcel 12535010)

Management Authority:

THE E¹/₂SW¹/₄, AND A PORTION OF THE S¹/₂SE¹/₄NW¹/₄ OF SECTION 13, TOOWNSHIP 1 NORTH, RANGE 1 WEST, SEWARD MERIDIAN, SEWARD RECORDING DISTRICT, STATE OF ALASKA. (Portion of Parcel 12535014)

Attachment 2

Alaska Mental Health Trust Property:

TOWNSHIP 1 NORTH, RANGE 1 W., SEWARD MERIDIAN, ALASKA
SECTION 24: S1/2NW1/4NW1/4, SW1/4NW1/4, S1/2SE1/4NW1/4, N1/2SW1/4,
E1/2NW1/4SW1/4SW1/4, NE1/4SW1/4SW1/4, N1/2SE1/4SW1/4; ACCORDING TO
THE SURVEY MAP EXAMINED AND APPROVED BY THE U.S. SURVEYOR
GENERAL'S OFFICE IN JUNEAU, ALASKA ON JUNE 16, 1914.