

MEMORANDUM OF UNDERSTANDING
Between
Bristol Bay Housing Authority and the City of Dillingham

This Memorandum of Understanding (MOU) is made and entered into by and between BRISTOL BAY HOUSING AUTHORITY (BBHA) and the City of Dillingham (City).

I. Background

This MOU allows the City to assist financially in the utility and maintenance costs necessary to protect the integrity of the facility, and allows BBHA to provide limited upkeep, while Marrulut Eniit Assisted Living (MEAL) makes plans to sell or find other used for the facility. The City's assistance will be provided only in the short term and is strictly limited to the types of assistance identified herein.

II. Term. This MOU shall remain in effect for a period of six (6) months from the date of approval by the parties.

III. Description of City's Assistance

- a. The City agrees to cover necessary and reasonable utility costs for the facility to include:
 - 1. Heating Fuel, including delivery.
 - 2. Electricity.
 - 3. Water & Wastewater.
- b. The City agrees to cover necessary and reasonable maintenance costs for the facility boiler(s) and associated distribution systems.

IV. Responsibilities of BBHA

Unless MEAL makes other arrangements:

- a. BBHA will manage overall security, maintenance and oversight of the facility, accessory structures, and grounds;
- b. BBHA will be the named party for receipt of utility bills,
- c. BBHA will manage facility maintenance, including performance, scheduling, and coordination.
- d. BBHA will copy the City with utility and maintenance invoices received, in accordance with Section III of this MOU.
- e. To receive reimbursement from the City, BBHA will provide a cost estimate and request prior authorization from the City for any maintenance expense.

V. Responsibilities of the City

- a. The City will pay valid invoices within 15 days of receipt. Any City objections to invoices or expenses must be submitted within 10 days of the City's receipt of invoice. If BBHA has not paid the provider of utilities or services directly, the City will make payment directly to the provider. Otherwise, the City will reimburse BBHA. The City shall provide proof of payment to BBHA, in a timely manner.
- b. The City retains the right, in its sole discretion, to object to the amount of any payment that is unreasonable or appears not to have been necessarily incurred, and to require additional documentation or justification. In the event of valid objection, MEAL and/or BBHA will be responsible for the expense, until satisfactory justification is provided to City.
- c. The City's obligations under this MOU are contingent on the availability of lawful appropriations.

VI. Hold Harmless

To the fullest extent permitted by law, BBHA shall indemnify, defend and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the use of the facility. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person. In any and all claims against BBHA or their agents or employees by any employee of BBHA, or any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification of the City shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for BBHA or any subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts. This Hold Harmless applies only while the City plays no actual role in the facility's management or ownership, is not a purchaser of the facility, is not physically present at the facility, and has not taken any action to retake or assume ownership of the real property.

VII. Entire Agreement

This MOU constitutes the entire agreement between the parties with regard to reimbursement and the other specific topics covered. This MOU does not alter the relationship of the parties and shall not be construed in any way to create a joint venture or partnership or any other such agreement between the parties. The parties may amend this MOU only by written agreement signed by all parties, by their authorized representatives. This MOU may be executed in counterparts and may be executed by way of facsimile or electronic signature, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

VIII. Termination. This MOU may be terminated by either party without cause with 30-days' prior written notice. Costs reasonably incurred in accordance with this MOU during the notice period will remain subject to and compensable under this MOU. Termination for a parties' material breach of this MOU will be effective immediately, or on such date as the terminating parties' written notice specifies.

Bristol Bay Housing Authority

City of Dillingham

Title

Title

Date

Date