

MOU WITH ACDA RE: PARKING

SIGNED 3/19/2009

MEMORANDUM OF AGREEMENT
LEGISLATIVE AFFAIRS AGENCY
AND
ANCHORAGE COMMUNITY DEVELOPMENT AUTHORITY

The parties to this Memorandum of Agreement made and entered into the date the Legislative Affairs Agency Executive Director or her designee signs the Memorandum of Agreement are the STATE OF ALASKA LEGISLATIVE AFFAIRS AGENCY, hereinafter referred to as "LAA", and ANCHORAGE COMMUNITY DEVELOPMENT AUTHORITY, an instrument of the Municipality of Anchorage, hereinafter referred to as "ACDA".

THE PURPOSE OF THIS MEMORANDUM OF AGREEMENT is to assign a limited right to manage the Fifty-Two (52) parking spaces of the upper parking lot located at 716 West Fourth Avenue.

IT IS THEREFORE MUTUALLY AGREED THAT:

CLAUSE I – GENERAL

- A. LAA assigns to ACDA the limited right to manage the Fifty-Two (52) parking spaces of the upper parking lot located at 716 West Fourth Avenue for off hours public parking at the following times:
1. Twenty-four hours per day on weekends; and
 2. On weekdays, between the hours of 5:30 p.m. through 7:00 a.m.

However, upon prior written notice from LAA, ACDA will suspend public parking during these off-hour periods should LAA need these parking spaces for special events, such as legislative hearings.

- B. At all times the Thirty-Four (34) parking spaces on the lower level of the parking lot located at 716 West Fourth Avenue will be reserved for exclusive use of LAA.
- C. At all times during which ACDA has the right to manage the parking on the upper level parking portion of the property for public parking, ACDA will maintain supervision of the property and all responsibility associated with it including, but not limited to, snow and ice removal. ACDA may provide for public parking upon such terms and conditions as it considers appropriate, in its sole judgement, including the use of signage, on-site or off-site patrons' security measures, and collection of any and all fees.

- D. 716 West Fourth Avenue, LLC, will pay ACDA the costs is currently pays for maintaining the parking lots in a safe condition and good state of general repair including, but not limited to, snow and ice removal, at all times.
- E. ACDA will select and install all revenue control equipment for the public parking spaces. The first \$25,000 in parking revenue shall be retained by ACDA to cover purchase of the revenue control equipment and for operations and maintenance costs.
- F. Any parking revenue received by ACDA from operations above \$25,000 shall be split equally between LAA and ACDA.
- G. ACDA shall provide enforcement for both the upper and lower levels of parking lots located at 716 West Fourth Avenue 24 hours per day / 7 days per week.
- H. ACDA shall not issue citations to or remove any vehicles that park on the upper and lower levels of parking lots located at 716 West Fourth Avenue if the vehicles are displaying an LIO or LAA approved legislative parking sticker.
- I. ACDA will hold LAA and 716 West Fourth Avenue, LLC harmless to the full extent provided by the law with respect to any claims arising out of the use of the parking areas during any period which ACDA has the right to manage and operate under this Agreement.
- J. Subject to Lease: In carrying out its obligations under this Memorandum of Agreement, ACDA may not violate the terms of the Lease (hereinafter referred to as "Lease") between 716 West Fourth Avenue, LLC, and LAA made and entered into on April 6, 2004, as recorded in Book 2001-024411-0, Anchorage Recording District, Third Judicial District, State of Alaska, and as subsequently amended. A copy of the Lease is attached as Exhibit A to this Memorandum of Agreement.
- K. Remedies on Default: If ACDA shall at any time be in default in the performance of any of the terms of this Memorandum of Agreement and shall fail to remedy such default within thirty (30) days after written notice of the default from LAA, LAA may terminate the Memorandum of Agreement by providing 10 days written notice to ACDA.

CLAUSE II – ASSIGNMENT

ACDA may not assign or otherwise transfer this Memorandum of Agreement without the written consent of LAA.

CLAUSE III – VENUE AND CHOICE OF LAW

If the parties to this Memorandum of Agreement find it necessary to litigate the terms of the Assignment, venue shall be the State of Alaska, First Judicial District, at Juneau, and the Agreement shall be interpreted according to the laws of Alaska.

CLAUSE IV – DATES OF PERFORMANCE

This Memorandum of Agreement shall remain in effect until the earlier of the following events occurs:

- 1. This Memorandum of Agreement is terminated by either party upon 90 day written notice to the other party or under Clause I (K) of this Agreement.
- 2. The Lease expires or is terminated.

CLAUSE V - AUTHORIZATION

Execution of this Memorandum of Agreement was authorized by a majority of the members of the Alaska Legislative Council at a meeting on January 27, 2009. The Alaska Legislative Council delegates to the Chair the ability to sign, suspend or terminate any agreements regarding the limited right to manage parking at 716 West Fourth Avenue.

CLAUSE VI - MODIFICATION AND PREVIOUS AGREEMENTS

This Memorandum of Agreement contains all terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Memorandum of Agreement shall be deemed to exist or to bind either of the parties to this Memorandum of Agreement. This Memorandum of Agreement may not be modified unless in writing and signed by the parties to this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement on the dates indicated below:

ANCHORAGE COMMUNITY DEVELOPEMENT
AUTHORITY


 _____ 3/17/09
 Date
 Ron Pollock
 Executive Director
 Business License No.: 735155

STATE OF ALASKA
LEGISLATIVE AFFAIRS AGENCY

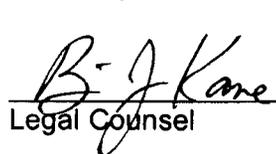


 Representative John Harris Date
 Chair
 Alaska Legislative Council
 Procurement Officer

CERTIFYING AUTHORITY:


 _____ 3/19/09
 Date
 Pamela A. Varni
 Executive Director
 Legislative Affairs Agency

APPROVED AS TO FORM:


 _____ 2/17/09
 Date
 Legal Counsel