

**APPENDIX S**

**Memorandum of Agreement**

**between**

**Matanuska-Susitna Community Transit**

**and**

**Matanuska-Susitna Borough**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE MATANUSKA-SUSITNA BOROUGH  
AND  
MAT-SU COMMUNITY TRANSIT (MASCOT)**

**1. PURPOSE.** This Memorandum of Agreement (MOA) documents the intent of the parties concerning the operation of transit service to the proposed Hatcher Pass Ski Area, as agreed between Mat-Su Community Transit (MASCOT) and the Matanuska-Susitna Borough (MSB).

**2. RESPONSIBILITIES OF MSB:**

2.1 The Borough will pledge to be the grantor and administer of Borough general funds in the amount of **\$XXX,XXX** to MASCOT for the first five years of the ski area's operation.

**3. RESPONSIBILITIES OF MASCOT:**

3.1 MASCOT agrees to provide transit service to the Hatcher Pass ski area, from the cities of Palmer and Wasilla, on weekends (Friday through Sunday), from November 1<sup>st</sup> through April 30<sup>th</sup>, provided the Nordic ski trails are open or the alpine ski area is in operation.

3.2 MASCOT transit service frequency during the period described above will include no fewer than one bus per hour. Each bus will stop at each of the designated bus stops in both the Nordic and alpine ski areas.

3.3 MASCOT and the MSB will evaluate the demand for additional or alternate services to the Hatcher Pass ski area, after completion of the ski area's first winter of operation.

**4. DEFAULTS.**

4.1 The Borough shall not be responsible and MASCOT shall hold the Borough harmless should MASCOT or any of its subcontractors fail to complete the provisions of this agreement. Upon evidence of breach of this agreement, including but not limited to the failure to complete the project, the Borough may give a notice of default to MASCOT terminating the entire or any part of this agreement 30 days from the date the notice is mailed.

4.2. Upon termination of the agreement in whole or in part, any unexpended funds may be used by the Borough to settle any claim(s) and/or to complete the project; in doing so, the Borough may procure services similar to those terminated and MASCOT shall be liable to the Borough for any excess costs for such services; provided that MASCOT shall continue performance of this agreement to the extent not terminated by this section.

4.3 The Grantee will be liable to the Borough for any claim(s) or outstanding liabilities of the Grantee or of the Borough as a result of the acts or omissions of the Grantee in default of the agreement, and shall be liable for the return of funds not expended in accordance with the terms of the agreement.

**5. AMENDMENTS.** The parties may only amend this MOA in writing and upon mutual written consent. No amendments to this MOA shall be effective unless in writing and signed by duly authorized representatives of both parties.

**6. PERIOD OF PERFORMANCE.** The agreement is effective on the date of execution and will remain in effect through April 30, 2016. This MOA may be renewed for subsequent years as agreed to in writing by duly authorized representatives of both parties. If the MSB Assembly awards additional funding this agreement will be amended to include the additional funding.

**7. TERMINATION.** Either party, for any reason, upon 60 days prior written notice, may terminate this MOA. The MOA will remain in effect during the 60-day period.

APPROVALS:

\_\_\_\_\_  
John Duffy, Matanuska-Susitna Borough Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Archie Giddings, Board Secretary/Treasurer

\_\_\_\_\_  
Date