

**Memorandum of Agreement
Between
City of Bethel and Yukon Kuskokwim Health Corporation (YKHC)
Boardwalk Trail**

WHEREAS, the City of Bethel ("City") and the Yukon Kuskokwim Health Corporation ("YKHC") desire to work together to develop safe trails in Bethel, especially trails that runs upon land owned by both entities;

WHEREAS, the City and YKHC, view the path between the hospital area and City Subdivision as a critical and necessary means of transportation for the citizens and visitors of Bethel;

WHEREAS, the proposed new trail would greatly benefit the neediest citizens of Bethel as well as those of the surrounding communities who often visit Bethel for necessary medical, dental, psychological care and other necessary services;

WHEREAS, the new gravel trail would provide access to countless individuals and would give them easy and safe access to: City Hall, the University, the hospital, the library, the Fire Department, the Prematernal Home, the Jail, the Juvenile Detention Facility, the Post Office, the movie theater, a sobering center and a soon to open alcohol treatment facility;

WHEREAS, collaboration by the two entities will be beneficial to those who live in and those who visit Bethel, a vast number of which are well below the poverty level and cannot afford to take taxicabs;

WHEREAS, the trail would increase the health of many and would increase safety by keeping individuals off the heavily traveled highway;

WHEREAS, a well-worn dirt pathway already exists, testifying to the heavy use expected from a new hardened trail over the trail stretch of tundra;

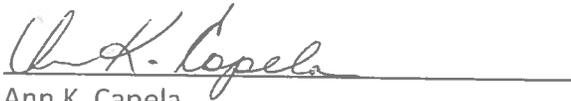
WHEREAS, both the City and YKHC are committed to a long-term collaboration arrangement to maintain the new trail;

NOW THEREFORE, the City of Bethel and the Yukon Kuskokwim Health Corporation agree as follows:

1. To collaborate together to maintain a trail running between the two properties (as outlined in the attached map) for a minimum of twenty-five (25) years from the date of construction completion;
2. Each party will maintain that portion of the trail that is on its property so that the trail is free of defects and can provide safe and effective passage for all pedestrians, even those on wheelchairs and those with mobility issues;
3. Maintenance shall be defined as keeping the trail in its originally constructed condition;

4. Each party agrees to post and maintain signage prohibiting motorized objects of any type or size from using the trail (with the exception of motorized wheelchairs);
5. Each party to enforce the above-mentioned rules on its property;
6. Effectiveness of this MOA is dependent on receipt of a Statewide Transportation Alternatives Program (ATAP) Grant;
7. Either party may terminate this MOA upon sixty (60) days written notice to the other party. However, should the trail be constructed with ATAP funds, termination of this MOA shall not be allowed for the first twenty-five years following construction of the trail.

CITY OF BETHEL



Ann K. Capela
City Manager

Dated: 6/29/16

YUKON KUSKOKWIM HEALTH CORPORATION



Dan Winkelman
CEO/President

Dated: 6/29/16