

Memorandum of Understanding

Valdez Avalanche Center

This Memorandum of Understanding ("MOU") between Valdez Avalanche Center ("VAC") and the City of Valdez ("COV"), is dated _____, 2025.

WHEREAS, the National Weather Service discontinued daily weather observation operations in the Valdez area in 2016; and

WHEREAS, daily weather data is crucial to the Valdez community in many respects as it is used for daily operational decisions, ground truthing remote weather station data, weather and avalanche forecasting and modeling, and climate data; and

WHEREAS, COV is charged with the facilitation of a community group to record weather observations.

NOW THEREFORE, the VAC will be referred to as the "Operator" of the Blueberry Weather Observation Plot located at City of Valdez Wellhouse #4, and the Parties agree to the following responsibilities in addition to all other applicable laws and regulations:

1. RESPONSIBILITIES OF THE PARTIES:

1.0. The City of Valdez will:

1.0.1. Park Maintenance

- Plot Maintenance and annual brushing

1.0.2. Public Works

- Assist with site access and building
- Assist with plot maintenance including brushing when availability allows
- Continue winter access snow removal pursuant to normal route and City operations
- Retain priority access and control of facility for any needs related to City Water/Sewer Utility infrastructure

1.0.3. Information Technology

- Maintain and monitor Wi-Fi connectivity

The Operator will:

1.0.4 When requesting brushing or maintenance: clearly mark the area to avoid damage to sensitive equipment

1.0.5 The following shall be submitted to the City Finance

department simultaneously with the due date of Community Service Organization Grant Application or the last business day in August whichever is earlier:

1.0.5.1 A roster of members of VAC seeking permission to access the weather observation site

1.0.5.2 An operational plan as it relates to the weather observation site and public communication

1.0.5.3 Intentions of renewal of the MOU for additional terms

1.0.6 Record and post Weather Observations in a way that is accessible and understandable to the public.

1.0.7 Shall notify the City immediately of any accidents involving personal injury. Written incident forms must be completed and submitted to the city within 24 hours of notification. Forms will be provided by the city.

2.0 REVIEW OF AGREEMENT: This MOU will be reviewed on or around the anniversary of its effective date in its entirety.

3.0. MODIFICATION OF AGREEMENT: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

4.0. TERMINATION OF AGREEMENT: This MOU may be terminated by either Party giving at least 30 days' written notice to the other Party. The MOU may also be terminated at any time upon the mutual written consent of the Parties

5.0 EFFECTIVE/EXPIRATION DATE:

The term of this MOU is one (1) year beginning on _____ and expiring _____. Provided the Operator has, in the judgment of the City, provided satisfactory services, the Operator may apply for an additional one (1) year term. The term of this MOU shall not exceed five (5) years.

**VALDEZ AVALANCHE CENTER
APPROVED:**

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

BY: _____
Dennis Fleming, Mayor

DATE: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

DATE: _____

APPROVED AS TO FORM: _____

Brena, Bell & Walker, P.C.

Jake W. Staser