MEMORANDUM OF UNDERSTANDING
Between
HAINES BOROUGH and HAINES ECONOMIC DEVELOPMENT CORPORATION

Purpose: The purpose of this MOU is to describe the relationship between Haines Borough and Haines Economic Development Corporation (the Parties) in achieving community economic development goals.

WHEREAS,
Haines Economic Development Corporation (HEDC) is a private non-profit corporation with the goal of realizing economic development in the Haines Borough through research, strategic planning and community engagement; and

WHEREAS,
Haines Borough is a home-rule government of the people residing therein, with all the authority to act and express powers not explicitly prohibited by the State of Alaska or federal law; and

WHEREAS,
The citizens of Haines Borough currently levy a tax on sales within its jurisdiction for the purpose of generating revenue to fund economic development; and Haines Borough has established Fund 23 for the management of those funds collected; and

WHEREAS,
Through a scheduled public planning process Haines Borough produces a Comprehensive Plan that outlines economic development goals, objectives and strategies designed to spur economic development; and

WHEREAS,
The Parties believe that a public-private partnership will provide efficient, responsive and effective delivery of public economic development goals;

NOW, THEREFORE, the Parties agree as follows:

1. HEDC Responsibilities
   a. Public Trust. HEDC is responsible to the public for administration of funds granted by Haines Borough.
   b. Deliverables. Within six months of employing program staff HEDC will publish in report form a data-driven description of the local economy to provide the base line for measuring the effectiveness of programs undertaken in the course of this partnership. On or before August 31, 2018 HEDC will publish a 1 year action plan and a 5 year action plan based on needs identified through research and selected goals identified in the Haines Borough Comprehensive Plan.
   c. Reporting. (1) HEDC will report quarterly to the public through the Haines Borough Assembly at public meetings in December, March, June and September. Quarterly reports will summarize the work on all projects undertaken to date and note any concerns or needs that HEDC has identified. (2) A consolidated report describing the
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progress in realizing goals set for the annual period, the expenditures made and the financial standing of HEDC will be submitted to the public through the Assembly by August 31, 2018.

d. **Nature of the Partnership.** HEDC will maintain a partnership with Haines Borough; will protect the relationship with openness and inclusivity in communicating information relevant to program design, development and achievement of economic goals regardless of program funding sources.

2. **Haines Borough Responsibilities**
   a. **Funding.** The Haines Borough commits $95,000 for the term of this agreement, payable in four equal payments of $23,750, the first being payable within 15 days of signature of this MOU by both parties; thereafter December 1, 2017, March 1, 2018 and June 1, 2018. Haines Borough may fund the budget through this MOU, but does not approve the budget.
   b. **Nature of the Partnership.** Haines Borough will maintain a partnership with HEDC; will protect the relationship with openness and inclusivity in communicating information relevant to achievement of economic goals. HEDC is not a component unit of Haines Borough, as it maintains independence in governance.
   c. **Participation in Governance.** The Mayor of the Haines Borough, the President of Chilkoot Indian Association or its designee and the Haines Borough Planner shall serve as ex-officio members of the HEDC Board. Management of HEDC is the sole responsibility of HEDC.
   d. **Program Evaluation.** The parties shall participate in an evaluation of program outcomes as needed, but at least during presentation of the annual consolidated report. Evaluation may take the form of discussion within the Haines Borough budget cycle in response to a request for funding a proposed annual budget.

3. **General Provisions**
   a. **Contingencies.** The confirmation of this MOU by authorized signature is contingent upon HEDC providing documentation by means of attachment to this MOU evidence of legal standing as a valid corporation registered with the State of Alaska and a business licensed in the Haines Borough.
   b. **Term.** The term of this MOU is twelve months beginning September 1, 2017 and ending August 31, 2018. It may be renewed and/or amended by mutual agreement of both parties; renewals shall describe progressive responsibilities of the Parties.
   c. **Availability of Funds.** This agreement and any renewals are contingent on appropriation of funds as determined by formal action of the Haines Borough Assembly.
   d. **Laws.** This MOU and the programs implemented by its authority are governed by the Code of the Haines Borough, the laws of the state of Alaska and the laws of the United States of America.
   e. **Notices and Meetings.** All board meetings and meetings of HEDC committees shall be held in public. Executive sessions may be held pursuant to Alaska’s Open Meetings Act (AS 44.62.310). Notices of meetings and the agenda for the meeting shall be posted on a public website and at a public bulletin board at least 3 business days prior to a meeting.
   f. **Entire Agreement.** This MOU constitutes the entire agreement and understanding between the Parties and replaces in its entirety any prior discussion, negotiation, agreements or other arrangements in relation to the subject matter. No amendment or
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modification shall be valid or binding unless made in writing and signed by authorized representatives of both parties.

4. Authorized Signatures.

Haines Economic Development Corporation
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Kyle Gray, President
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Haines Borough
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Debra J. Schnabel, Manager
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10/2/17