

MEMORANDUM OF AGREEMENT

This agreement regarding the responsibilities for the Codornices Creek Restoration and Trail Project funded by the “California River Parkways Grant Program” is entered into on _____, 2008, by the United States Postal Service (USPS) and the City of Albany, CA.

Introduction

- A. A grant application has been submitted to, and a grant awarded by, the State of California Resources Agency, California River Parkways Grant Program (see grant agreement and application) to the City of Albany.
- B. The grant-funded project will restore Codornices Creek and construct a pedestrian and bicycle trail between 6th street and 8th street in the City of Berkeley.
- C. The properties where grant activities will occur are owned by USPS and the University of California, in approximately equal areas. No grant funds are to be used to buy or encumber property.
- D. A portion of the project will be located on USPS property upon which the USPS has agreed to provide easements to the City for conservation, maintenance and public access purposes, per the attached License and Easement Agreement for Modifications to USPS Parking Lot Facilities dated April 18, 2006 (*Attachment #2*).

The City of Albany agrees to the following:

- A. The City of Albany will maintain the creek and trail and all installed amenities for a minimum of 25 years from the start date of this agreement, per the assigned responsibilities in the attached Memorandum of Understanding between the City of Albany, the City of Berkeley and the University of California. (*Attachment #1*)
- B. The City of Albany will manage the grant and take overall responsibility for the execution of the project in a timely and effective manner.
- C. The City of Albany will complete all aspects of the creek restoration and trail construction, which will occur on property owned by the USPS and, per the August 5, 2004 Memorandum of Agreement between the cities of Albany, Berkeley and the University of California, will maintain, repair, and improve the USPS property which is the subject of the Maintenance and Conservation Easement area and Public Access Easement area, as identified in the License and Easement Agreement for Modifications to USPS Parking Lot Facilities and its Exhibits, for as long as the City of Albany retains either easement, and otherwise for no less than 25 years from the start date of this agreement.
- D. The City of Albany will resume responsibility for the ongoing maintenance and operations of the project for the required minimum of 25 years if this Agreement is cancelled.

The USPS stipulates and/or agrees to the following:

- A. The USPS hereby permits the City of Albany to access the property and to develop and maintain the Codornices Creek Restoration and Trail Project, in accordance with the terms and conditions specified in the License and Easement Agreement for Modifications to USPS

Parking Lot Facilities.

- B. The City of Albany will implement the creek restoration and trail construction project, including the following activities: completing all necessary environmental review, managing construction activities, and reporting activities to USPS.

Agreement length:

- A. This agreement, in accordance with the criteria established by the California River Parkways Grant Program, is to be in effect for a minimum of 25 years, or until superseded by the recorded conservation and maintenance easement. A copy of the recorded easement will be sent to the State of California Resources Agency, Bonds and Grants.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first written above:

The United States Postal Service

By: _____
(Name, Title)

CITY OF ALBANY, a Municipal Corporation

By: _____
(Name, Title)