

Memorandum of Understanding

This Memorandum of Understanding (the Memorandum) is made on this June 15, 2022 by and between:

City of Dillingham P.O. Box 889, Dillingham, Alaska 99576, hereinafter referred to as the City,
and

BBNA Food Bank, 1500 Kakanak Road, POBox 310, Dillingham AK 99576,
And

SeaShare, a 501c3 nonprofit, 600 Ericksen Av NE, Ste. 310, Bainbridge Island, WA 98110

Purpose

The purpose of this Memorandum is to provide the framework for achieving the various aims and objectives related to placing a freezer container at the harbor to store donated frozen food.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united, visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services include, but are not limited to:

The City agrees to host a 40 foot freezer van (provided by SeaShare) onsite, and allow access for the purpose of receiving, storing, and distributing frozen food donations. The City will work with local electrical supplier to connect adequate power for the unit.

BBNA food bank will be responsible for the 40 foot freezer unit. SeaShare has an established account with the local electrical supplier and pays for its share of electricity and upgrades needed to provide power at the location determined by the port. BBNA food bank and SeaShare will work with the City, and the local power supplier, to ensure that ongoing costs, and other responsibilities are maintained.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from June 15, 2022 until June 20, 2023. The term can be extended only by agreement of all or the Partners.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approvals shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the continuation of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the maintenance of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution or funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the freezer to store donated frozen food:

Signatories

This Agreement shall be signed on behalf of The City of Dillingham, BBNA Food Bank, and SeaShare. This Memorandum of Understanding is executed and agreed to by



 City of Dillingham

6/15/22

 Date



 BBNA Food Bank

6/15/22

 Date



 Jim Harmon, SeaShare

6/15/2022

 Date