

**MEMORANDUM OF AGREEMENT BETWEEN
THE KENAI PENINSULA BOROUGH ON BEHALF OF THE ANCHOR
POINT FIRE & EMERGENCY MEDICAL SERVICE AREA AND THE
KACHEMAK EMERGENCY SERVICE AREA IN COLLABORATION
WITH THE CITY OF HOMER VOLUNTEER FIRE DEPARTMENT AND
THE NINILCHIK EMERGENCY SERVICES**

This Memorandum of Agreement (MOA) is by and between the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, AK 99669, hereinafter “Borough,” on behalf of the Anchor Point Fire & Emergency Medical Service Area, hereinafter “Participant” and on behalf of the Kachemak Emergency Service Area, hereinafter “Participant” in collaboration with the City of Homer, whose address is 491 East Pioneer Avenue Homer, AK 99603, hereinafter “City,” on behalf of the Homer Volunteer Fire Department, hereinafter “Host” and the Ninilchik Emergency Services, whose address is 15727 Kingsley Road Ninilchik, AK 99639, hereinafter “Participant.” The purpose of this MOA is to specify the individual and mutual responsibilities of the Host and Participants as required under the U.S. Department of Homeland Security, Federal Emergency Management Agency, “Assistance to Firefighters Grant,” Catalogue of Federal Domestic Assistance CFDA#97.044.

WHEREAS, the Anchor Point Fire & Emergency Medical Service Area and the Kachemak Emergency Service Area are entities of the Kenai Peninsula Borough, Federal tax identification EIN# 92-0030894; and

WHEREAS, the Homer Volunteer Fire Department is an entity of the City of Homer, Federal tax identification EIN# 92-0030963; and

WHEREAS, the Ninilchik Emergency Services is a nonprofit volunteer organization, Federal tax identification EIN# 92-0101230; and

WHEREAS, the Anchor Point Fire & Emergency Medical Service Area, the Kachemak Emergency Service Area, the Homer Volunteer Fire Department and the Ninilchik Emergency Services are eligible applicants as defined by the Federal Emergency Management Agency, “Assistance to Firefighters Grant” (AFG); and

WHEREAS, the AFG program requires the Host and Participants to enter into an MOA in order to submit a regional grant application; and

WHEREAS, the Host and Participants intend to request grant funds to supplement the costs for personal protective gear or equipment as described in the AFG regional application; and

WHEREAS, the Host and Participants intend to meet the five percent cash match requirement as approved by respective governing bodies; and

NOW THEREFORE, the Borough, City, Host and Participants agree to adhere to the AFG grant requirements as described below.

- A. The Borough, on behalf of the Host, assumes all responsibility for submitting the online, regional grant application and entering into an agreement with the U.S. Department of Homeland Security, Federal Emergency Management Agency, "Assistance to Firefighters Grant," CFDA#97.044.
- B. The City, on behalf of the Host, assumes all responsibilities of grant management upon award, including but not limited to pre-award, post-award, close-out and retention requirements as governed by federal regulations 2 CFR 200.
- C. The City, on behalf of the Host, will order and distribute the total number of personal protective gear or equipment for the Host and Participants as approved by and reimbursed from AFG.
- D. The City will provide the five percent cash match for the Host and Participants' personal protective gear or equipment as approved by AFG.
- E. The Host and Participants will provide to the City the five percent cash match and total costs for the Participants' personal protective gear or equipment as approved by AFG.
- F. The Participants will maintain the Participants' personal protective gear or equipment and provide annual reports to the Host as required under 2 CFR 200 Subpart D (§§ 200.310 - 200.316).
- G. This MOA becomes effective upon the last date of signing, and shall continue from year to year for the purpose of applying for AFG Regional Grant Applications until terminated in writing by any party to this agreement. This MOA may be amended by signed written agreement of the parties.
- H. This MOA may be executed in counterparts, and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, and if so, shall be considered an original.

By: _____
Charlie Pierce, Mayor

By: _____
Jon Marsh, Interim Fire Chief

By: _____
Bob Ciccirella, Fire Chief

Sean Kelley, Assistant Borough Attorney

Johni Blankenship, Borough Clerk

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

(Notary Seal)

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

CITY OF HOMER

HOMER VOLUNTEER FIRE DEPARTMENT

By: _____
Katie Koester, City Manager

By: _____
Mark Kirko, Fire Chief

ATTEST:

Melissa Jacobsen, City Clerk

(City Seal)

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Katie Koester, City Manager, on behalf of the City of Homer, an Alaska municipal corporation.

(Notary Seal)

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

By:_____

Steve Vanek, President

NINILCHIK EMERGENCY SERVICES

By:_____

David Bear, Fire Chief

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Steve Vanek, President, on behalf of Ninilchik Emergency Services, a Nonprofit Corporation in good standing with the State of Alaska.

(Notary Seal)

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____