

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF KENAI ON BEHALF OF THE KENAI FIRE
DEPARTMENT AND THE KENAI PENINSULA BOROUGH ON BEHALF
OF THE CENTRAL EMERGENCY SERVICE AREA AND THE NIKISKI
FIRE SERVICE AREA**

This Memorandum of Agreement (MOA) is by and between the City of Kenai, whose address is 210 Fidalgo Avenue, Kenai, AK 99611, hereinafter "City," on behalf of the Kenai Fire Department, hereinafter "Host," and the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, AK 99669, hereinafter "Borough," on behalf of the Central Emergency Service Area and on behalf of the Nikiski Fire Service Area, hereinafter "Participants." 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 Kenai Fire Department is an entity of the City of Kenai, Federal tax identification EIN#92-6001599; and

WHEREAS, the Central Emergency Service Area and the Nikiski Fire Service Area are entities of the Kenai Peninsula Borough, Federal tax identification EIN# 92-0030894; and

WHEREAS, the Kenai Fire Department, Central Emergency Service Area and Nikiski Fire Service Area 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 City and the Borough agree to adhere to the AFG grant requirements as described below.

- A. The City 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 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 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 Borough 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 Borough will maintain the Participants' personal protective gear or equipment and provide annual reports to the City 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 either party. 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: _____
Paul Ostrander, City Manager

By: _____
Jeff Tucker, Fire Chief

Scott Bloom, City Attorney

Jamie Heinz, City Clerk

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

(Notary Seal)

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____

By: _____
Charlie Pierce, Mayor

By: _____
Roy Browning, Fire Chief

By: _____
James Baisden, Fire Chief

Approved as to Form and Legal Sufficiency:

Sean Kelley, Assistant Borough Attorney

Johni Blankenship, Borough Clerk

(Borough Seal)

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Charlie Pierce, Mayor, on behalf of the Kenai Peninsula Borough, an Alaska municipal corporation.

(Notary Seal)

NOTARY PUBLIC for State of Alaska
My Commission Expires: _____