

**MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF SEWARD ON BEHALF OF THE SEWARD FIRE  
DEPARTMENT AND THE KENAI PENINSULA BOROUGH ON BEHALF  
OF THE BEAR CREEK FIRE SERVICE AREA, THE MOOSE PASS  
VOLUNTEER FIRE COMPANY AND THE COOPER LANDING  
EMERGENCY SERVICES**

This Memorandum of Agreement (MOA) is by and between the City of Seward, whose address is 410 Adams Street Seward AK 99664, hereinafter "City," on behalf of the Seward Fire Department, hereinafter "Host," and the Moose Pass Volunteer Fire Company, whose address is Milepost 28 Moose Pass AK 99631, hereinafter "Participant," and the Cooper Landing Emergency Services, whose address is 38748 Snug Harbor Road Cooper Landing, AK 99572, hereinafter "Participant," and the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, AK 99669, hereinafter "Borough," on behalf of the Bear Creek Fire Service Area, 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 Seward Fire Department is an entity of the City of Seward, Federal tax identification EIN# \_\_\_\_\_; and

**WHEREAS**, the Moose Pass Volunteer Fire Company, Federal tax identification EIN# 92-0073170; and

**WHEREAS**, the Cooper Landing Emergency Services, Federal tax identification EIN# \_\_\_\_\_; and

**WHEREAS**, the Bear Creek Fire Service Area is an entity of the Kenai Peninsula Borough, Federal tax identification EIN# 92-0030894; and

**WHEREAS**, the Seward Fire Department, the Moose Pass Volunteer Fire Company, the Cooper Landing Emergency Services and the Bear Creek 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 Participants 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 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 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 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: \_\_\_\_\_  
Jeff Bridges, Interim City Manager

By: \_\_\_\_\_  
Eddy Athey, Fire Chief

City Attorney

Brenda Ballou, City Clerk

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

(Notary Seal)

NOTARY PUBLIC for State of Alaska  
My Commission Expires: \_\_\_\_\_

# MOOSE PASS VOLUNTEER FIRE COMPANY

By: \_\_\_\_\_  
Phillip Ingersoll, Fire Chief

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

NOTARY PUBLIC for State of Alaska  
My Commission Expires: \_\_\_\_\_

(Notary Seal)

By: \_\_\_\_\_  
Dan Michels, President

By: \_\_\_\_\_  
Colin Brayton, Operations Coordinator

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

(Notary Seal)

NOTARY PUBLIC for State of Alaska  
My Commission Expires: \_\_\_\_\_

By: \_\_\_\_\_  
Charlie Pierce, Mayor

By: \_\_\_\_\_  
 Connie Bacon, Fire Chief

Sean Kelley, Assistant Borough Attorney

Johni Blankenship, Borough Clerk

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

NOTARY PUBLIC for State of Alaska  
My Commission Expires: \_\_\_\_\_