# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between the Kenai Peninsula Borough, whose address is 144 North Binkley Street, Soldotna, AK 99669 (hereinafter "Borough") and Bridges Community Resource Center, Inc. doing business as Kenai Local Food Connection, whose address is 35911 Kenai Spur Hwy, Unit 9, Soldotna, AK 99669 (hereinafter "Bridges") for the administration of a community compost and food waste reduction project to divert food waste from the Central Peninsula Landfill as described below.

## Recitals

WHEREAS, roughly half of household waste is compostable and could be diverted from the landfill to be utilized as valuable food for livestock and soil amendments; and

WHEREAS, the Borough, on behalf of the Resilience & Security Advisory Commission, applied for and received $89,997.00 from the United States Department of Agriculture (USDA) 2021 Community Compost and Food Waste Reduction (CCFWR) grant funds; and

WHEREAS, Bridges is the only nonprofit organization that is qualified to contractually administer the program on the central Kenai Peninsula and meet the in-kind, match contribution in the amount of $31,284.00; and

WHEREAS, the Borough and Bridges desire to work cooperatively to implement a Community Compost and Food Waste Reduction Project (Hereinafter the "Project") to further decrease waste going to the KPB Central Peninsula landfill;

NOW, THEREFORE, the Borough and Bridges agree to the following terms, conditions and covenants for the Project:

## 1.   Term

The term of this MOA is two (2) years, from October 1, 2021 to September 30, 2023, unless the parties mutually agree in writing to terminate earlier or the MOA is terminated due to default pursuant to paragraph 4.1 below. The Borough may utilize this Project to further additional food security, compost, and waste reduction solutions for the Borough.

**2.** **Borough Obligations:**

2.1. Borough shall submit quarterly activity and fiscal reports to the US Department of Agriculture for the term of this MOA.

2.2. The Borough shall charge the grant direct time and effort for project management to ensure the program objectives are met.

**3. Bridges Obligations:**

3.1. Bridges, EIN 92-0151271; DUNS 944876747 shall act as contracting agency to execute the program *dba* Kenai Local Food Connection

3.2. Bridges shall name the Borough as additionally insured.

3.3. Bridges shall fund the project and submit invoices for reimbursement on a quarterly basis not to exceed $89,997.00 <u>less</u> the Borough project management cost, 15 days after the completion of a quarterly reporting period.

3.4. Bridges will track in-kind, match contributions in the amount of $31,284.00 and submit a match report and support documentation as defined in 2 CFR 200, 15 days after the completion of a quarterly reporting period.

3.5. Bridges shall submit activity narrative reports on a quarterly basis, 15 days after the completion of a quarterly reporting period.

3.6. Bridges shall adhere to 2 CFR Appendix II to Part 200.

**4. Miscellaneous**

4.1. Failure of either party to fully perform its obligations under the terms of this MOA will constitute a default. If default is not cured, within 30 days, by full performance under this MOA, then the non-defaulting party may immediately terminate the MOA by delivering written notice to the defaulting party.

4.2. This MOA may only be modified or amended by written agreement of the parties.

4.3. This MOA may be executed in counterparts and may be executed by way of facsimile or electronic signature in compliance with AS 09.80, each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

4.4. If any provision of this MOA shall be invalidated on any ground by any court of competent jurisdiction, then the invalidated provision shall remain in force and effect only to the extent not invalidated and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

[INSERT AUTHORIZED SIGNATORY FOR EACH ENTITY].