

**FY 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
REGIONAL GRANT APPLICATION
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (“MOU”) is being executed by Capital City Fire Rescue EIN 92-0038816 (hereinafter “host agency” or CCFR) and the following listed participating agencies and their EIN (hereinafter “participating agencies”):

Participating Agency	EIN
Municipality of Anchorage Fire Department	92-00059987
Bayside Fire Department	92-00030845
Chena-Goldstream Fire & Rescue	92-0063999
Chugiak Volunteer Fire & Rescue	92-0077503
City of North Pole Fire Department	92-6001585
City of Whittier Fire Department	92-0041440
Fairbanks Fire Department	92-6000140
Haines Volunteer Fire Department	47-0888706
Girdwood Fire Rescue	92-0164627
Moose Pass Volunteer Fire Company	92-0073170
Seward Fire Department	92-6000086
Sitka Fire Department	92-0041163
Skagway Fire Department	92-6000088
Women’s Bay Volunteer Fire Department	92-0030845

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, the host agency, and participating agencies desire to participate in the FY23 Assistance to Firefighters Grant (AFG) Program (the “Program”) regional application (the “Application”); and

WHEREAS, the host agency and participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the program; and

WHEREAS, the host agency and participating agencies have need for P25 Portable Radios; and

WHEREAS, P25 Portable Radios have been identified under the program as a “High Priority” equipment item; and

WHEREAS, Capital City Fire Rescue has been selected through this MOU to be the host agency to file the application on behalf of the participating agencies, and

WHEREAS, Capital City Fire Rescue has been selected through this MOU to administer the FY 2023 AFG program award (the “award”) and agrees to be the host agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the award; and

WHEREAS, Capital City Fire Rescue agrees to serve as host agency for the procurement and disbursement of all P25 compliant portable radios, and supportive components (collectively, “equipment”) received under the program award; and

WHEREAS, the program requires the host agency and participating agencies to enter into an MOU in order to submit the application; and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the host agency and participating agencies agree as follows:

Article 1. Purpose

This MOU establishes the relationship between, and responsibilities of the host agency and the participating agencies as required under the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD), Catalogue of Federal Domestic Assistance (CFDA) 97.044, Fiscal Year 2023 Assistance to Firefighters Grant (AFG), Funding Opportunity Number DHS-23-GPD-044-00-98.

Article 2. Procedures

- 2.1 CCFR will serve as the host agency to submit the application and serve as the grant administrator for the participating agencies in the event of an award.
- 2.2 Pursuant to the AFG grant program guidelines, all items approved under the application will be procured and administered through CCFR in the event of award.
- 2.3 CCFR agrees, as host agency, to provide accountability for the assets acquired under the award and to provide reporting requirement deliverables. As such, participating agencies agree to provide CCFR with this information on a timely basis to remain in compliance with the requirements of the grant.
- 2.4 The participating agencies agree to accept the award and accept its respective items as listed in the application in the event of the award.
- 2.5 The participating agencies agree to provide the required cash match in the amount of 10% of the total cost of its requested items as detailed in the grant application, as required under the program guidelines. The required match shall be paid by the participating agencies upon receipt of an invoice from CCFR, in advance of equipment procurement.
- 2.6 In the event of a reduced award, the participating agencies agree to accept this reduced amount and provide a 10% cash match on the total reduced award amount of its approved items.
- 2.7 Any expenditure beyond the grant award for a participating agency’s approved item(s) remains the sole responsibility of that participating agency.
- 2.8 The participating agencies agree to allow CCFR to procure and distribute their respective assets if awarded under the program.

- 2.9 The participating agencies agree to maintain/repair all items awarded to them under the application in accordance with the manufacturer’s warranty and to replace the equipment if it becomes inoperable for a period of three years after the official closeout of the grant agreement.
- 2.10 The participating agencies agree to promptly provide any additional documentation to CCFR as requested, that may be necessary in connection with the grant.
- 2.11 The participating agencies agree to promptly return any equipment or deliverables that are received in error to CCFR.
- 2.12 The grant award to the host agency and each participating agency will be P25 compatible equipment in the amounts as follows:

Agency	Total	AFG 90% Award	AFG 10% Match	Total
Capital City Fire Rescue	40	\$370,255.31	\$37,025.37	\$407,280.68
Municipality of Anchorage Fire Department	20	\$169,909.08	\$16,990.92	\$186,900.00
Bayside Fire Department	14	\$118,936.35	\$11,893.65	\$130,830.00
Chena-Goldstream Fire & Rescue	20	\$169,909.08	\$16,990.92	\$186,900.00
Chugiak Volunteer Fire & Rescue	15	\$127,431.81	\$12,743.19	\$140,175.00
City of North Pole Fire Department	12	\$101,945.44	\$10,194.56	\$112,140.00
City of Whittier Fire Department	8	\$67,963.63	\$6,796.37	\$74,760.00
Fairbanks Fire Department	5	\$31,245.44	\$3,124.56	\$34,370.00
Haines Volunteer Fire Department	13	\$110,440.90	\$11,044.10	\$121,485.00
Girdwood Fire Rescue	15	\$127,431.81	\$12,743.19	\$140,175.00
Moose Pass Volunteer Fire Company	10	\$84,954.54	\$8,495.46	\$93,450.00
Seward Fire Department	15	\$127,431.81	\$12,743.19	\$140,175.00
Sitka Fire Department	20	\$179,490.90	\$17,949.10	\$197,440.00

Skagway Fire Department	15	\$127,431.81	\$12,743.19	\$140,175.00
Women's Bay Volunteer Fire Department	10	\$84,954.54	\$8,495.46	\$93,450.00
Totals	232	\$1,999,732.44	\$199,973.24	\$2,199,705.68

Article 3. Term and Termination

This MOU shall be effective on the date of last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after the official closeout of the grant agreement.

Article 4. Guidelines

In performing its duties, responsibilities, and obligations pursuant to this MOU, each participating agency agrees to adhere to the requirement standards and conditions set forth in the AFG program guidance and 2 C.F.R. Part 200 as applicable.

Article 5. Records

- 5.1 Each participating agency understands that any and all records created as a result of participating in this federal grant program may be subject to public disclosure pursuant to Alaska Public Records Law (Alaska Statutes, Title 40, Public Records and Recorders) and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

- 5.2 Each participating agency shall comply with all applicable requirements contained in AS 40.5 – 40.25. To the extent that the participating agency and this MOU are subject to the requirements in Title 40, Alaska Statutes, the participating agency shall: (a) keep and maintain public records required by CCFR to perform the services provided hereunder; (b) upon request from CCFR custodian of public records, provide CCFR with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in AS 40.25.110, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this MOU and following completion of this MOU if the participating agency does not transfer the records to CCFR; and (d) upon completion of the MOU, transfer, at no cost, to CCFR all public records in the possession of the participating agency or keep and maintain public records required by CCFR to perform the service. If the participating agency transfers all public records to CCFR upon completion of the MOU, the participating agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the participating agency keeps and maintains public records upon completion of the MOU, the participating agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CCFR, upon request from CCFR's custodian of public records, in a format that is compatible with the information technology systems of CCFR. If the participating agency fails to comply with the requirements in this Section 5.2, CCFR may enforce these provisions in accordance with the terms of this MOU.

5.3 Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this MOU for a period of five years from the close-out date of the grant agreement, and shall allow CCFR and the Department of Homeland Security access to such records upon request.

Article 6. Execution

This MOU may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

Article 7. Insurance or Self-Insurance

Each participating agency at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force, and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder outlined in Appendix A. Each participating agency agrees to provide the other participating agencies forty-five (45) days advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage.

Article 8. Independent Contractor

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and State unemployment insurance law.

Article 9. Notices

Any and all notices given or required under this MOU shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO: Capital City Fire Rescue
Fire Chief
820 Glacier Avenue
Juneau, AK, 99801

With copy to:

Municipality of Anchorage Fire Department

Bayside Fire Department

Chena-Goldstream Fire & Rescue

Chugiak Volunteer Fire & Rescue

City of North Pole Fire Department

City of Whittier Fire Department

Fairbanks Fire Department

Haines Volunteer Fire Department

Girdwood Fire Rescue

Moose Pass Volunteer Fire Company

Seward Fire Department

Sitka Fire Department

Skagway Fire Department

Women's Bay Volunteer Fire Department

or to such other address as any party may designate by notice complying with the terms of this Article. Each such notice shall be deemed delivered on the date delivered if by personal delivery or by overnight courier; or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be if mailed.

Article 12. Miscellaneous

- 12.1 COMPLIANCE WITH LAWS. The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing its duties, responsibilities, and obligations pursuant to this MOU.
- 12.2 JOINT PREPARATION. Each participating agency acknowledges that it has sought and received competent advice and counsel as was necessary for it to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been its joint effort. The language agreed to express its mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 12.3 APPLICABLE LAW AND VENUE. This MOU shall be interpreted and construed with and governed by the laws of the State of Alaska. Venue in any proceeding or action among the parties arising out of this MOU shall be in the City & Borough of Juneau, Alaska.
- 12.4 INCORPORATION BY REFERENCE. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the participating agencies.
- 12.5 ENTIRE AGREEMENT. This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by the

participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition, or election but the same shall continue and remain in full force and affect.

12.6 SEVERABILITY. Should any part, term, or provision of this MOU be by the courts decided to be invalid, illegal, or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

12.7 UNCONTROLLABLE FORCES. Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, that are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this MOU.

12.8 ASSIGNMENT. Participating agencies shall not assign or transfer its rights, title, or interests in the MOU.

12.9 NO THIRD-PARTY BENEFICIARIES. The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Alaska to be sued by third parties in any matter arising out of any contract.

12.10 CAPTIONS. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this MOU are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this MOU, nor in any way affect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

12.11 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed and agreed to in writing by each party hereto prior to the modification, amendment, or alteration.

12.12 NO GRANT OF AGENCY. Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other

participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, express or implied, pursuant to this MOU, to bind the other participating agency to any obligation whatsoever.

- 12.13 CCFR and/or the City and Borough of Juneau are not responsible for any damages to goods, or incomplete or lost shipments.

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SIGNATURE PAGES FOLLOW**

FY 23 AFG Regional Application Host

Host Agency: City and Borough of Juneau
Capital City Fire Rescue

Address: 155 Heritage Way, Juneau, Alaska 99801

Primary Contact: Rich Etheridge, Fire Chief

Email: Rich.Etheridge@juneau.gov

Phone: (907) 586-5322, ext. 4322

Signature: _____

Date: _____

FY 23 AFG Regional Application Participant

Participating
Organization: [Insert Organization Name]

Address: [Insert Address]

Primary Contact: [Insert POC Name]

Email: [Insert POC Email]

Phone: (907) 000-0000

Signature: _____

Date: _____

Appendix A

INSURANCE REQUIREMENTS. Participating organization has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement to CBJ, copies of which are attached to this Appendix. Failure of CBJ to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from certificate(s) or evidence provided shall not be construed as a waiver of the obligation of Participating organization to maintain the insurance required by this contract.

Participating organization agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. Participating organization must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against Participating organization. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to Participating organization's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (*see* AS 23.30), Participating organization must maintain Workers Compensation Insurance to protect Participating organization from any claims or damages for any bodily or personal injury or death which may arise from services performed under this contract. This requirement applies to Participating organization's firm, Participating organization's sub-Participating organizations and assignees, and anyone directly or indirectly employed to perform work under this contract. Participating organization must notify CBJ as well as the State of Alaska Division of Workers Compensation immediately when changes in Participating organization's business operation affect Participating organization's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one million dollars (\$1,000,000.00) per injury and illness, and one million dollars (\$1,000,000.00) policy limits. Participating organization also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If Participating organization is exempt from Alaska Statutory Requirements, Participating organization must provide written confirmation of this status in order for CBJ to waive this requirement. Participating organization grants a waiver of any right to subrogation against CBJ by virtue of the payment of any loss under such insurance.** This provision applies regardless of whether or not CBJ has received a waiver of subrogation endorsement from the insurer.

Comprehensive Automobile Liability Insurance. Participating organization must maintain Comprehensive Automobile Liability Insurance, which coverage shall apply to all owned, hired, and non-owned vehicles, with one million dollars (\$1,000,000.00) combined single limit coverage. **This insurance policy is to contain, or be endorsed to contain, additional insured status for CBJ, its officers, officials, employees, and volunteers.**

For any claims related to this contract, the **participating organization's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its

officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Participating organization's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation

Participating organization hereby grants to Entity a waiver of any right to subrogation which any insurer of said Participating organization may acquire against the Entity by virtue of the payment of any loss under such insurance. Participating organization agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.