

### Memorandum of Agreement

This Memorandum of Agreement is made on **DATE**, by and between The Rotary Club of Anchorage, PO Box 101504, Anchorage, Alaska, 99510-1504, hereinafter "Rotary" and Covenant House Alaska, 755 A Street, Anchorage, Alaska, 99501, hereinafter "Covenant House." The parties hereby bind themselves to undertake a Memorandum of Agreement ("Agreement") under the following terms and conditions:

**TERM.** This Agreement shall end June 30, 2026 (the "Term").

**SUMMARY:** Rotary will provide \$9,500 towards Covenant House's Passage House, a residential program for homeless pregnant teens and young parents ages 17-21. These funds will be used to provide flooring updates throughout Passage House, which may include but not limited to resident rooms, the kitchen, common areas, and hallways. Renovations will take place between July 2026 and March 2027.

**REGONIZING:** Anchorage continues to face a significant homelessness crisis, with approximately 3,000 individuals experiencing homelessness at any given time, including youth and families with children. Young mothers represent one of the most vulnerable populations, often navigating housing instability while caring for infants and young children without consistent access to income, childcare, or safe housing. Limited shelter capacity, a shortage of affordable housing, and Anchorage's high cost of living further compound these challenges. Without stable, supportive environments, young mothers and their children are at increased risk of prolonged homelessness, poor health outcomes, and intergenerational poverty. Addressing these conditions aligns with Rotary's Areas of Focus, particularly supporting maternal and child health, promoting economic stability, and strengthening local communities.

Covenant House Alaska's Passage House provides safe, supportive housing designed specifically for young mothers and their children. Rotary's investment in updating flooring will enhance the safety, functionality, and dignity of the space, enabling Passage House to better support parenting, life skills development, and long-term stability. This project strengthens an existing, high-impact program and ensures that young families have access to a stable environment where they can build resilience and transition out of homelessness, contributing to healthier families and a stronger Anchorage community.

**GOALS AND OBJECTIVES.** Memorialize and document Rotary's financial contribution of \$9,500 to Covenant House's remodel of the Passage House.

**OBLIGATIONS OF THE PARTIES.** The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

Rotary shall perform the following:

- 1) Provide payment of \$9,500, to include a \$7,500 in club funds and a \$2,000 district grant., by June 30, 2026
- 2) Offer in-kind volunteer opportunities to Club members for work related to the flooring updates or other renovations.
- 3) Offer volunteer opportunities to its members after the program is established, including volunteering and providing program supplies.

The Covenant House shall perform the following:

- 1) Utilize the grant in accordance with the original funding proposal.
- 2) Provide Rotary with periodic reporting, photo documentation, and project testimonials.

**RELATION OF THE PARTIES.** The nature of relationship between Rotary and Covenant House is that of Grantor- Grantee Relationship.

**REPRESENTATIONS AND WARRANTIES.** Each party to this Agreement represents and warrants to the other party that he/she/it:

- (a) has full power, authority and legal right to execute and perform this Agreement;
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Agreement;
- (c) this Agreement constitutes the legal, valid and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Agreement.

**TERMINATION.** Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such a case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise.

**REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 90 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**CONFIDENTIALITY.** Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

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**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHTS.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of Alaska.

**SIGNATORIES.** This Agreement shall be signed on behalf of The Rotary Club of Anchorage by William Waltz, President and on behalf of Covenant House, CEO Alison Kear and effective as of the date first written above.

The Anchorage Rotary:

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Kelly Stewart, President

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Date:

Covenant House Alaska:

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Kirsten Kolb, Chief Operating Officer

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Date: