

# MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Juneau Economic Development Council (“JEDC”), a nonprofit corporation organized under the laws of the State of Alaska (with its principal place of business in Juneau, Alaska) and licensed to do business in the State of Alaska. CBJ will provide JEDC with four hundred forty thousand dollars (\$440,000) in grant funding to support the economic health and vibrancy of the community of Juneau. The grant award covers the period July 1, 2024 through June 30, 2025.

## Scope of Program

CBJ funding for this program was authorized by CBJ Ordinance No. 2024-01(b) enacted on June 3, 2024. JEDC will use CBJ operating grant funds to support new local jobs and increase economic activity in Juneau, including but not limited to the JEDC’s Board of Directors five areas of focus:

- 1) Help make Juneau a great capital city;
- 2) Strengthen key regional industries;
- 3) Develop talent;
- 4) Promote entrepreneurship and small businesses; and
- 5) Deliver economic development services.

This grant funding promotes stability, maintains basic organizational infrastructure, and helps JEDC pursue long-term goals, invest in developing and retaining talented staff, and be ready when needed to support the community to respond to crisis and opportunities.

CBJ grant funding can only be used for the program functions noted above. Any changes in the program scope will require prior approval by CBJ.

## Grantor/Grantee Communications & Contacts

The following addresses will be used for all written communications:

### City & Borough of Juneau

Stevie Gawryluk, Budget Analyst, CBJ Grants  
155 Heritage Way  
Juneau, Alaska 99801  
(907) 586-5215, ext. 4070  
grants@juneau.gov

### Juneau Economic Development Council, Inc.

Brian Holst, Executive Director  
612 West Willoughby Avenue, Suite A  
Juneau, Alaska 99801  
(907) 523-2333  
bholst@jedc.org

## Grant Award Fund Distribution

CBJ will provide the grant funds for the program costs incurred during the period of July 1, 2024 through June 30, 2025. CBJ will advance JEDC one-fourth (1/4) of the total grant amount each quarter, one hundred ten thousand dollars (\$110,000) until the full amount of four hundred forty thousand dollars (\$440,000) has been disbursed. The first of these payments will be advanced upon signing of this MOA or July 1, 2024, whichever is later.

JEDC agrees to refund all CBJ advanced grant funds not utilized for the program costs, as identified in the scope section of this MOA within 30 days after the end of the grant period, June 30, 2025.

## **Grant Fund Management & Controls**

CBJ is contributing these funds to JEDC for community purpose projects. It is important to CBJ that adequate controls exist to safeguard these community purpose funds. In providing this control, JEDC agrees to maintain accounting and management systems that provide reasonable safeguards and reporting reliability.

## **Activity Reports**

Within 90 days after the end of the grant year, June 30, 2025, JEDC will provide CBJ with the following reports:

- An accounting of the disbursement or obligation funded with the CBJ grant; and
- A report on the programs funded and the progress of the Scope of Program.

## **Compliance with Laws & Regulations**

JEDC shall comply, at JEDC's sole cost and expense, with all applicable requirements of federal, state, and local laws, ordinances, and regulations now in force, including safety, environmental, immigration, and security enactments, or which may be subsequently enacted. JEDC warrants that it has obtained and is in full compliance with all required licenses, permits, and registrations regulating the conduct of business within the State of Alaska and CBJ, and shall maintain such compliance during the effective term of this MOA.

## **Conflict of Interest**

JEDC warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. JEDC also warrants that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ, and that it will not do so as a condition of this MOA. If JEDC learns of any such conflict of interest, JEDC shall, without delay, inform the CBJ Municipal Attorney and CBJ's representative for this MOA.

## **Equal Employment Opportunity**

As a condition of receiving funds under this MOA, JEDC will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, disability, sex, sexual orientation, gender identity, gender expression, and marital status, changes in marital status, pregnancy, or parenthood. JEDC shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

## **Indemnification**

JEDC agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to JEDC's performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation as to any damages, cost, or expense resulting from settlement, judgment, or verdict, and includes the award of any attorney's fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this MOA. The obligations of JEDC arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify JEDC in a timely manner of the need for indemnification, but such notice is not a condition precedent to JEDC's obligations and is waived where JEDC has actual notice.

### **No Lobbying**

No part of any funds paid under this grant shall be used for the purpose of any lobbying activities before the Alaska State Legislature or the City & Borough of Juneau Assembly.

### **Public Records**

JEDC acknowledges and understands that CBJ is subject to CBJ Code 01.70.010 (Public Records) and to the Alaska Public Records Act (AS 40.25.120) and that all documents received, owned, or controlled by CBJ in relation to this MOA must be made available for the public to inspect upon request, unless an exception applies. It is JEDC's sole responsibility to clearly identify any documents JEDC believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should CBJ receive a request for records under CBJ Code or the Alaska Public Records Act applicable to any document marked "Confidential" by JEDC, CBJ will notify JEDC as soon as practicable prior to making any disclosure. JEDC acknowledges it has five (5) calendar days after receipt of notice to notify CBJ of its objection to any disclosure, and to file any action in the Superior Court for the State of Alaska at Juneau as JEDC deems necessary in order to protect its interests. Should JEDC fail to notify CBJ of its objection or to file suit, JEDC shall hold CBJ harmless for any damages incurred by JEDC as a result of CBJ disclosing any of JEDC's documents in CBJ's possession. Additionally, JEDC may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

### **Safety**

JEDC will comply with applicable federal, state, and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. JEDC shall be solely liable for, and shall independently undertake to defend any and all unfair labor practice charges, grievances, judicial action, or other employee or union claims, as well as general liability and personal liability, related in any way to JEDC's performance pursuant to this grant.

### **Term of Grant**

The effective date of this agreement shall be the date it is signed by CBJ. This grant is limited to the funding amounts and term stated herein, and does not constitute a promise or guarantee of any future grant funding by CBJ.

  
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Brian Holst, Executive Director  
Juneau Economic Development Council, Inc.

August 2, 2024  
Date

08/02/2024

for  
\_\_\_\_\_  
Mary Katherine, Koester, City Manager  
City & Borough of Juneau, Alaska

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Date