

## **MEMORANDUM OF AGREEMENT**

This is a Memorandum of Agreement (“MOA”) between the City and Borough of Juneau (“CBJ”), located at 155 S Seward Street, Juneau, Alaska, and Alaska Electric Light and Power Company (“AELP”), an Alaska corporation located at 5601 Tonsgard Court, Juneau, Alaska. CBJ will provide AELP with two million two hundred sixty thousand dollars (\$2,260,000) in grant funding to support the replacement of the existing transformer at AELP’s South Franklin Street substation with one that includes and integrated Load Tap Changer (“LTC”), hereafter the “Project”. The grant award covers the period November 1, 2022, through October 31, 2026.

### **SCOPE OF WORK**

CBJ funding for the Project was authorized by **CBJ Ordinance No. 2022-XX enacted on DATE** to support the work described in AELP’s request for Marine Passenger Fees submitted to CBJ on December 31, 2021.

Under this Project, the existing transformer will be replaced by one with an integral LTC, which will allow for voltage adjustment at the transformer itself, leaving the remainder of the system in a typically steady state. The new LTC transformer will have a different footprint than the existing transformer, and installing it will require some or all the modifications to the substation indicated here:

- Disconnection of all high and low voltage connections to the existing transformer
- Removal of a quantity of transformer oil to reduce weight and make the transformer safe to move
- Removal of the existing transformer from the site, which will require a crane and semi-truck
- Disposal of used insulating oil and transformer
- Modification to existing transformer foundation
- Modification to transformer oil containment
- Transformer testing
- Rerouting of conduits for low voltage wiring
- Installing and terminating low voltage wiring
- Modifications to high voltage bus and connections between the transformer and the circuit switcher and breakers
- Connections to the ground grid
- Updating of site-specific plans and documentation

If the dimensions of the new transformer require relocation of the existing circuit switcher, the following additional work will be required:

- Disconnection and disassembly of the circuit switcher
- Removal of steel supporting structures from the foundation
- Relocation of foundation
- Relocation of low voltage conduits
- Reinstallation of circuit switcher and steel support structure
- Installation of high voltage bus between circuit switcher and transformer
- Installing and terminating low voltage wiring

- Connections to the ground grid
- Relocation of 69kV transmission pole
- Relocation of fence
- Re-termination of 69kV lines

## **PAYMENT TERMS**

AELP will submit progress reports and invoices to CBJ as it incurs costs associated with the scope of work. Progress reports will include information related to Project milestones such as the status of design, procurement, schedule, and construction. CBJ will reimburse AELP within thirty (30) days of receipt of a detailed invoice.

The primary cost component of the project is the LTC transformer. AELP currently understands that procurement of the LTC transformer will require progress payments as follows: 30% due upon order acceptance, 30% due upon completion of shop drawings, 30% due upon completion of factory acceptance testing, and 10% due upon shipment. The currently anticipated lead time is approximately thirty-six (36) months from order acceptance.

## **CHANGES**

AELP and CBJ, without invalidating this MOA, may agree to changes to the scope of work, term, or grant amount. All such changes shall be authorized by written agreement signed by AELP and CBJ.

## **NOTICE**

The following addresses will be used for all written communications:

If to AELP:	Bryan Farrell Alaska Electric Light and Power Company 5601 Tonsgard Court Juneau, Alaska 99801
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If to CBJ:	Carl Uchytel CBJ Docks and Harbors 76 Egan Drive Juneau, Alaska 99801
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## **COMPLIANCE WITH LAWS AND REGULATIONS**

AELP shall, at AELP's sole cost and expense, comply 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. AELP 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**

AELP warrants that it has not solicited any prohibited action, favor, or benefit from any employee or officer of CBJ, and this it will not do so as a condition of this MOA.

### **EQUAL EMPLOYMENT OPPORTUNITY**

As a condition of receiving funds under this MOA, AELP 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. AELP will include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

### **INDEMNIFICATION**

AELP 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 AELP's performance or activities pursuant to this MOA, without limitation as to the amount of fees, and without limitation to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' 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 AELP arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify AELP in a timely manner of the need for indemnification, but such notice is not a condition precedent to AELP's obligations and is waived where AELP has actual notice.

### **FORCE MAJEURE**

Neither party shall be responsible for delays or failure in the performance of any part of this MOA caused by factors beyond their reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, fire, earthquake, flood, avalanche, explosion, riot, war, terrorism, or failure of any governmental or other regulatory authority to act in a timely manner ("Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected party shall, as soon as practicable: (a) notify the other party of the Force Majeure Event and its impact on performance under this Agreement, and (2) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder.

### **PROHIBITION ON 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 and Borough of Juneau Assembly.

### **PUBLIC RECORDS**

AELP 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 AELP’s sole responsibility to clearly identify any documents AELP 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 AELP, CBJ will notify AELP as soon as practicable prior to making any disclosure. AELP 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 AELP deems necessary in order to protect its interests. Should AELP fail to notify CBJ of its objection or to file suit, AELP shall hold CBJ harmless for any damages incurred by AELP as a result of CBJ disclosing any of AELP’s documents in CBJ’s possession. Additionally, AELP may not promise confidentiality to any third party on behalf of CBJ, without first obtaining express written approval by CBJ.

**SAFETY**

AELP 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. AELP 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 AELP’s performance pursuant to this grant. AELP agrees to comply with all federal, state, and local procedures and restrictions related to COVID mitigation. AELP acknowledges that these procedures and restrictions may changes after the effective date of this MOA and agrees to comply with the procedures following any such changes.

**IN WITENESS WHEREOF**, the parties have executed this MOA on the date last set forth below.

**ALASKA ELECTRIC LIGHT AND  
POWER COMPANY**

**CITY AND BOROUGH OF JUNEAU**

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Signed

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Signed

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