

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) and the Downtown Business Association, a nonprofit corporation (Entity No. 10108003) organized under the laws of the State of Alaska, with its principal place of business in Juneau, Alaska, and holding Alaska Business License No. 30453. CBJ will provide the DBA with one-time funding of ninety thousand dollars (\$90,000) from Marine Passenger Fees for the Downtown Ambassadors Program and one-time funding of forty thousand dollars (\$40,000) from General Funds to help maintain Juneau’s Main Street America Program accreditation, for a total grant amount of one hundred thirty thousand dollars (\$130,000). The grant is intended to be expended in the period from 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, for two areas of activity, the Downtown Ambassador Program and maintaining Juneau’s Main Street America accreditation.

Downtown Ambassador Program

The DBA will use the funds to provide a Downtown Ambassador Program. The program will provide uniformed information/security staff to circulate by foot in the downtown area during the months of July, August, and September of 2024 and May and June of 2025 to assist cruise ship passengers in accessing Juneau’s downtown business core during the summer months, by providing excellent hospitality, including a security presence, kindly directions, recommendations, and general assistance. Staff will assist visitors with information and directions and notify the Juneau Police Department of any public safety issues.

Maintaining Juneau’s Main Street America Accreditation

Funds will be used to assist in DBA’s efforts to maintain Juneau’s accreditation as a Main Street America city, and support dedicated staff time to strategically implement the work of volunteer committees that work within the Main Street approach of Design, Promotion, Economic Vitality, and Membership.

DBA will pursue the following goals with CBJ funding during the grant period:

1. Promote downtown as a family-friendly destination through activities and programs such as Gallery Walk, monthly First Friday events, and Brunch Punch Card Promotion;
2. Foster an attractive, safe, and clean environment to attract people downtown, through activities and programs such as partnering with the Visitor Industry Cluster Working Group, implementing a Downtown Ambient Lighting Plan, and coordinating the Annual Downtown Clean Up;

3. Strengthen and add capacity to DBA membership by promoting, fostering and encouraging downtown business, and acting as an advocate on issues that face downtown businesses.
4. Develop and grow Light Up Juneau campaign to enhance atmosphere and safety, promote activities to attract people downtown during the winter, and support family-friendly initiatives.

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

Downtown Business Association

Venietia Bingham, President
 175 South Franklin Street
 Juneau, Alaska 99801
 (907) 523-2324
 downtownjuneau@gmail.com

Grant Award Fund Distribution

1. CBJ will provide one hundred thirty thousand dollars (\$130,000) in grant funding to DBA to be used for actual program costs towards the scope of this agreement, allocated as follows:
 - a. Downtown Ambassador Program – Marine Passenger Fees – ninety thousand dollars (\$90,000). DBA will be allowed to allocate fifteen *per cent* (15%) of these grant funds for administrative overhead costs incurred in program delivery.
 - b. Maintaining Juneau’s Main Street America Program Accreditation – General Funds – forty thousand dollars (\$40,000).
2. Payment Schedule:
 - a. Downtown Ambassador Program – CBJ will advance DBA 60% of total grant funding of fifty-four thousand dollars (\$54,000) upon signing of this agreement. The remaining forty *per cent* (40%) of the funding of thirty-six thousand dollars (\$36,000) will be paid upon written request no more than thirty (30) days prior to the beginning of the 2025 tourism season on May 1, 2025.
 - b. Maintaining Juneau’s Main Street America Program Accreditation – CBJ will advance DBA the entire forty thousand dollars (\$40,000) upon signature of this agreement.

DBA agrees to refund all CBJ advanced grant funds not utilized for the program costs, as identified in the scope section of this Agreement within 90 days after the end of the grant period, June 30, 2025.

Grant Fund Management and Controls

CBJ is contributing these funds for community purpose projects. It is important to CBJ that adequate controls exist to safeguard these funds. In providing these controls, DBA 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, DBA 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 targeted community benefit.
- A plan for the continuation (without Assembly support) or expiration of these services, given the Assembly's intent for these funds to be one-time.

Compliance with Laws & Regulations

DBA shall, at DBA'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. DBA 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

DBA warrants that no employee or officer of CBJ has violated the conflict of interest provisions of CBJ code regarding this MOA. DBA 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 DBA learns of any such conflict of interest, DBA 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, DBA 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. DBA shall include these provisions in any agreement relating to the work performed under this MOA with contractors or subcontractors.

Indemnification

DBA 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 DBA'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 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 DBA arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify DBA in a timely manner of the need for indemnification, but such notice is not a condition precedent to DBA's obligations and is waived where DBA has actual notice.

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 & Borough of Juneau Assembly.

Public Records

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

Safety

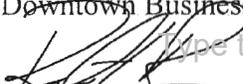
DBA will comply with applicable federal, state and local laws and regulations and will retain responsibility for its own compliance and that of its contractors or other designated third party agents, with all applicable federal, state, and local laws and regulations, including without limitation applicable occupational health and safety laws. DBA 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 DBA’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.

Venietia "V" Bingham
Venietia "V" Bingham (Aug 21, 2024 10:45 AKDT)

Venietia Bingham, President
Downtown Business Association


Type text here

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

08/21/2024

Date

08/23/2024

Date

FY25 DBA MOA_8.14.2024

Final Audit Report

2024-08-21

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