

MEMORANDUM OF AGREEMENT



This is a Memorandum of Agreement (“MOA”) between the City & Borough of Juneau (“CBJ”) a municipal corporation of the State of Alaska, and Alaska Electric Light & Power Company (“AELP”) an Alaska corporation (Entity No. 41141D) licensed to do business in the State of Alaska. CBJ will provide AELP with one million, eight hundred thousand dollars (\$1,800,000) in grant funding for the Port of Juneau Shore Power Expansion Engineering Design Services of H3 Engineering Solutions, hereafter “Project.” The grant award covers the period February 1, 2024, through July 1, 2027.

Source of Funding

CBJ funding for this Project is CIP H51-128, Dock Electrification.

Scope of the Project

CBJ will provide AELP with one-time grant funds in the amount of \$1,800,000 to contract with H3 Engineering Solutions to perform the work and achieve the objectives as stated in Attachment 1, November 26, 2023, Engineering Design Services Proposal. AELP is designated as the Project Lead and will be responsible for:

- Contracting with H3 for design services;
- Monitoring and ensuring execution of required design services; and
- Monitoring and ensuring execution of required construction support services.

Grantor/Grantee Communications & Contacts

The following addresses will be used for all written communications:

City & Borough of Juneau
Carl Uchytel, P.E., Port Director
Docks & Harbors Department
76 Egan Drive
Juneau, Alaska 99801
907-586-0924
carl.uchytel@juneau.org

Alaska Electric Light & Power, Inc.
Darrel Weatherall, VP, Transmission and
Distribution
5601 Tonsgard Court
Juneau, Alaska 99801
907-780-2222
bryan.farrell@aelp.com

Grant Award Fund Distribution

AELP will submit progress reports and invoices to CBJ as it incurs costs associated with the Project. 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 each detailed invoice.

AELP will submit all invoices for expenses incurred during each fiscal year (which begins July 1 and ends June 30) no later than July 15 following the end of any given fiscal year to ensure timely payment and accounting.

AELP agrees to refund all CBJ advanced grant funds not utilized for the Project, as identified in the scope section of this MOA, within 90 days after the end of the grant period, October 1, 2027.

Fund Activities

CBJ assumes no liability for activities funded with this grant to AELP.

Grant Fund Management & Controls

CBJ is contributing these funds for a community purpose project. It is important to CBJ that adequate controls exist to safeguard these funds. In providing these controls, AELP 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 period on October 1, 2027, AELP will provide CBJ with the following reports:

- A final accounting of the disbursement or obligation funded with the CBJ grant; and
- A final report on the success of the Project.

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 limited to specific terms authorized by written agreement signed by AELP and CBJ, and the remaining terms of this MOA will remain in full force and effect.

Compliance with Laws & 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 represents that it has not solicited or received any prohibited action, favor, or benefit from any employee or officer of CBJ and warrants that it will not do so as a condition of this MOA. If AELP is offered any prohibited action, favor, or benefit from any employee or officer of CBJ, AELP 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, 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 shall 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 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 AELP's performance or activities pursuant 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.

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

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.

Insurance

Commercial General Liability Insurance. AELP must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against AELP. This amount must be at least one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) aggregate. **CBJ shall be named additional insured for this policy for liabilities related to AELP's performance or activities pursuant to this MOA. **Policy Endorsement Required****

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000) combined single limit coverage. **CBJ shall be named additional insured for this policy for liabilities related to AELP's performance or activities pursuant to this MOA.**

Workers Compensation Insurance. If required by Alaska Statute (see Alaska Statute 23.30), AELP must maintain Workers Compensation Insurance to protect AELP 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 AELP, AELP's subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. AELP must notify the City as well as the State Division of Workers Compensation immediately when changes in AELP's business operation affect AELP'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) per injury and illness, and one million dollars (\$1,000,000) aggregate. AELP also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If AELP is exempt from Alaska statutory Requirements, AELP will provide written confirmation of this status in order for CBJ to waive this requirement. The policy shall be endorsed to waive subrogation rights against the CBJ. **Policy Endorsement Required****

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 change after the effective date of this MOA, and agrees to comply with the procedures following any such changes.

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.

Bryan Farrell, Vice President Power Generation
AELP

Date

Carl Uchytel, P.E., Port Director
City & Borough of Juneau

Date