

**THE CITY AND BOROUGH OF JUNEAU
AND
UNIVERSITY OF ALASKA-SOUTHEAST
EMERGENCY MANAGEMENT SERVICES CONTRACT**

PART I. PARTIES

This Contract, is made and entered into by and between the City and Borough of Juneau ("CBJ" or "City"), and the University of Alaska Southeast ("UAS"), a department of the State of Alaska, to set out the agreed upon terms by which CBJ shall provide Emergency Management Functions for UAS.

PART II. CONTRACT ADMINISTRATION

All communication concerning this MOU shall be directed to the authorized agents named below and reliance on a communication with any other person is at the party's own risk.

City & Borough of Juneau:

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City Manager
City and Borough of Juneau, Alaska
155 South Seward Street
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UAS:

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PART III: CONTRACT DESCRIPTION

The CBJ and UAS via this contract seek to establish a coordinated emergency strategy across K-20+ educational entities. Both the public schools and the University concentrate residents who may require aid in emergencies while providing significant resources which could be mobilized in the event of an area-wide emergency. A coordinated approach is uniquely desirable as UAS relies on the CBJ for all emergency response services.

This contract is identified as The City and Borough of Juneau and University of Alaska-Southeast Emergency Management Services Contract. The following appendices are attached and are considered a part of this contract, as well as any exhibits or attachments incorporated by reference or attached to those appendices.

Appendix A: Scope of Work, Term, and Compensation

Appendix B: General Provisions for an Emergency Services Contract between CBJ and UAS

If in conflict, the order of precedence shall be: this document, Appendix A and then B.

PART IV: CONTRACT EXECUTION

CBJ and Contractor agree and sign below. This contract is not effective until signed by the CBJ. Contractor represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding

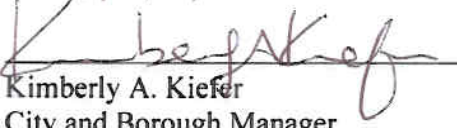
contract enforceable in accordance with its terms.

CBJ:

UAS:


Date: 4/4/14


Date: 3/28/14

By: 
Kimberly A. Kiefer
City and Borough Manager

By: 
John Pugh
UAS Chancellor

Content Approved by: , Emergency Services

Form Approved by:  4/4/14, Law Department

Risk Management Review:  4/4/14, Risk Management

APPENDIX A: SCOPE OF WORK, TERM, AND COMPENSATION

I. SCOPE OF SERVICES

On or about April 15, 2014, CBJ shall provide the services set outlined herein.

The CBJ Emergency Management office will seek to maintain a coordinated EM program at all regional campus locations, coordinated with local jurisdictions, aligned with National Incident Management System ("NIMS") and Incident Command System ("ICS") practices.

To achieve this result, the CBJ Emergency Management Office will provide the following:

1. Lead formal Emergency Management planning efforts which includes:
 - a. Jointly developing a quarterly work plan with specific actions to be accomplished under the plan.
 - b. Maintaining emergency operations plans for each campus aligned with jurisdictional plans.
 - c. Facilitating business/academic continuity of operations plan development.
2. Sustain the UAS Incident Management Team which includes:
 - a. Assisting UAS in identifying IMT personnel.
 - b. Training campus IMT to required ICS levels.
 - c. Training campus leadership on ICS and policy group role/responsibility.
 - d. Representing UAS EMP interests on the UA Readiness Committee.
3. Support communication plans and protocols which includes:
 - a. Ensuring campus alert strategies integrate with CBJ dispatch capabilities.
 - b. Collaborating with UAS to incorporate EMP culture into fiscal, calendar, and academic year goals/objectives.
4. Maintain an effective exercise program which includes:
 - a. To facilitate no less than three annual all-hazards functional drills and/or exercises (table-top, functional, or full-scale).
 - b. To conduct at least two annual communication system tests.

UAS or CBJ from time to time may wish to modify the scope of services depending on needs and the success of certain services more than other services. Any modifications of the scope of services will be in writing and consistent with modification as provided in Appendix B.

II. TERM

Effective April 15, 2014, this contract shall continue in force and effect until June 30, 2015. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to renew this contract for an additional period, and if so shall be confirmed in writing and signed by both parties. The parties, if they choose to renew this contract, must renew the contract at least 30 days before the current term expires. Failure to renew the contract 30 days before the current contract term expires will end the contract agreement herein.

III. COMPENSATION

UAS agrees to provide the funding to the CBJ for all costs associated with a City and Borough of Juneau 17C level employee – including all insurance and benefits therein – as well as operation costs and travel costs consistent with the Scope of Services outlined in Appendix A, subheading I.

A. BUDGET

By mid-February of every year, CBJ shall provide to UAS an estimated annual budget for the cost of providing services under this contract, for the next fiscal year. The budget will include all items needed to perform this agreement including salaries, overtime and reasonable contingencies.

B. BILLING

CBJ shall provide a summary of the actual time and materials billed to UAS. Personnel costs shall be directly provided to UAS. Time charged to UAS for emergency response, drills, training, or court appearances shall be documented on timesheets.

C. MONTHLY REPORT

CBJ shall provide a monthly expense report that includes a breakdown of the hours worked by the employee, work related travel taken by the employee, and services provided by the employee to UAS pursuant to emergency services.

**APPENDIX B:
GENERAL PROVISIONS FOR AN EMERGENCY SERVICES CONTRACT BETWEEN CBJ AND
UAS**

CHOICE OF LAW, VENUE. This contract shall be governed by the laws of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

INDEMNIFICATION. CBJ agrees to defend, indemnify, and hold harmless UAS, its employees, volunteers, consultants and insurers with respect to any action, claim or lawsuit arising out of the CBJ's performance of this contract but only to the extent such action, claim or lawsuit is caused or alleged to have been caused by CBJ's negligence, recklessness, and willful misconduct. This agreement to indemnify and hold harmless is expressly subject to the foregoing limitation as to the amount of fees and as to any damages resulting from settlement, judgment or verdict including the award of attorney's fees even if in excess of Alaska Civil Rule 82. The obligations of CBJ arise upon reasonable notice by UAS to the CBJ of such action, claim or lawsuit. UAS agrees to provide CBJ written notice of any action, claim or lawsuit in a timely manner. The parties agree to seek to maintain or obtain venue in Alaska and will not agree or advocate for venue outside Alaska without the other party's written consent.

ENTIRE AGREEMENT. This Agreement, including all appendices and exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

SEVERABILITY. If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.

WAIVER. Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

MUTUAL COOPERATION. CBJ and UAS will mutually cooperate to effectuate the purposes of this contract.

NO AGENCY AUTHORITY. Nothing in this contract shall give CBJ the authority to act on behalf of, or take action binding on, UAS except as to the purposes outlined within this contract as to emergency services for UAS.

MODIFICATION. This contract may be modified by mutual written agreement of the parties at any time during its term.