

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, June 25th, 2020
Zoom Meeting

<https://juneau.zoom.us/j/91559999679?pwd=VnA4bHdEcmpJSG1YZzRSdTVObnZFZz09>

Meeting ID: 915 5999 9679

Password: 770259

(or via phone @ 253-215-8782 same meeting ID/password)

- I. Call to Order** (5:00 p.m.via Zoom)
- II. Roll** (James Becker, Chris Dimond, Steven Guignon, James Houck, Mark Ridgway, Annette Smith, Bob Wostmann, Budd Simpson, and Don Etheridge)
- III. Approval of Agenda**

MOTION: TO APPROVE THE AGENDA AS PRESENTED.
- IV. Approval of May 28th, 2020 Board minutes.**
- V. Special Order of Business**
- VI. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time).
- VII. Consent Agenda –**
 - A. Public Requests for Consent Agenda Changes
 - B. Board Members Requests for Consent Agenda Changes
 - C. Items for Action

- 1. Clean Vessel Act (CVA) Grant Acceptance
Presentation by the Port Director

RECOMMENDATION: THAT THE ASSEMBLY ACCEPT \$75K CLEAN VESSEL ACT GRANT ADMINISTERED BY THE ALASKA DEPARTMENT OF FISH & GAME FOR SEWAGE PUMP OUT FACILITIES AT HARRIS AND STATTER HARBORS.

- 2. Appropriation of funds required to match Clean Vessel Act Grant Acceptance
Presentation by the Port Director

RECOMMENDATION: THAT THE ASSEMBLY APPROVE AN ORDINANCE APPROPRIATING THE SUM OF \$90,000 AS PARTIAL FUNDING FOR THE

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STATTER IMPROVEMENT-PHASE III CAPITAL IMPROVEMENT PROJECT AND
THE HARRIS HARBOR PUMP OUT CAPITAL IMPROVEMENT PROJECT.

3. Permit Adjustment - Loading Permits (05 CBJAC 10.060)
Presentation by the Port Director

RECOMMENDATION: FOR THE REMAINDER OF THE 2020 SEASON, ANY
OPERATOR WISHING TO SECURE A LOADING ZONE PERMIT SHALL PAY A
\$5 APPLICATION FEE IN TOTAL.

4. Permit Adjustment - Passenger-for-Hire Fee (05 CBJAC 20.080)
Presentation by the Port Director

RECOMMENDATION: FOR THE REMAINDER OF THE 2020 SEASON, ANY
OPERATOR WISHING TO SECURE A PASSENGER-FOR-HIRE PERMIT SHALL
PAY A \$100 APPLICATION FEE IN TOTAL.

MOTION: TO APPROVE THE CONSENT AGENDA AS PRESENTED

VIII. Unfinished Business - None

IX. New Business

1. Award of Professional Services Contract to Haight & Associates for Cruise Ship Dock
Electrification Study
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

**MOTION: TO RECOMMEND THE ASSEMBLY AWARD A PROFESSIONAL
SERVICES CONTRACT TO HAIGHT & ASSOCIATES INC FOR \$X TO
CONDUCT THE CRUISE SHIP DOCK ELECTRIFICATION STUDY.**

X. Items for Information/Discussion

1. American Association of Port Authorities (AAPA) Membership
Presentation by AAPA President & CEO Christopher Connor

Committee Discussion/Public Comment

2. Small Cruise Ship Infrastructure Master Plan – Preferred Alternative
Presentation by Dick Somerville, PND Engineers

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Committee Discussion/Action

3. Finance Sub-Committee Meeting Plans
Presentation by Chair, Finance Sub-Committee

Committee Discussion/Public Comment

XI. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, June 17th, 2020.
2. Member Reports
3. Assembly Lands Committee Liaison Report
4. Auke Bay Steering Committee Liaison Report

XII. Port Engineer's Report

XIII. Harbormaster's Report

XIV. Port Director's Report

XV. Assembly Liaison Report

XVI. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday, July 22nd at 5:00pm
- b. Board Meeting – Thursday, July 30th at 5:00pm
- c. Finance Sub-Committee Meeting Scheduling

XVII. Adjournment

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I. Call to Order

Mr. Etheridge called the Regular Board Meeting to order at 5:00 pm in the Port Directors Office via cloud conference 907-713-2140 PID# 370829.

II. Roll Call

The following members were present via teleconference Jim Becker, Steven Guignon, James Houck, Mark Ridgway, Bob Wostmann, and Don Etheridge(in person).

Absent: Chris Dimond, Annette Smith, and Budd Simpson

Also present at the Port Directors Office were the following: Carl Uchytel-Port Director, Erich Schaal- Port Engineer, Matt Creswell – Harbormaster, and Teena Larson- Administrative Officer

III. Approval of Agenda –

MOTION By MR. RIDGWAY: TO APPROVE THE AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

IV. Approval of Minutes:

- 1. March 30th, 2020 Regular Board Minutes – Approved as presented**
- 2. April 15th, 2020 Special Board Minutes – Approved as presented**
- 3. April 22nd, 2020 Special Board Minutes – Approved as presented**
- 4. April 29th, 2020 Finance Sub-Committee Minutes – Approved as presented**

V. Public Participation on Non-Agenda Items – None

VI. Consent Agenda – None

VII. Unfinished Business – None

VIII. New Business - None

IX. Items for Information/Discussion

1. Harbors Commercial WiFi Availability and Potential for Expansion

Mr. Uchytel said Chris Ruschmann and Marc Luchini from Snowcloud services are on the line to address the Board to make sure we all have the same information. The request to Snowcloud is part of the ongoing discussion with how to improve the security in our harbor system. The Board has received a number of complaints from harbor patrons that security cameras are the desired outcome to improve security throughout the harbor system. Docks & Harbors believes it would be very difficult to put a camera on every float and have visibility everywhere. Snowcloud technically does not provide

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WiFi but are an internet provider and they have many customers in the harbors. They were invited today to give an overview on the state of the harbor as it pertains to technological enhancement and what can be done to meet the needs of our patrons wanting a great security surveillance throughout the harbor.

Marc Luchini said Snowcloud provides internet service directly to individual customers in the harbors. Snowcloud also provides security camera systems throughout town and WiFi management for different customers. Snowcloud is looking at this meeting as a brainstorming session to figure out what specifically the harbors is looking for. What is the expectation? There are a lot of options but what are you looking at right now. There is a difference between internet service and WiFi. The solution to the problem is dependent on what you are looking for.

Committee Discussion/Public Comment

Mr. Etheridge asked if there was enough internet service in the harbor for the individual boat owners to put cameras or alarm systems on their vessels?

Chris Ruschmann said yes and no. Snowcloud does not install excess capacity if it is not needed. If more internet service is needed it can be added. How many boats will want the service? Under our current infrastructure there is a number of boats Snowcloud feels comfortable it would provide service for. If it exceeded this threshold, Snowcloud would need to look at expanding and upgrades to be able to facilitate the additional services.

Mr. Wostmann said we have had this discussion off and on for about a year. He said we are looking for sufficient capacity, range, and speed for all the harbors so an individual boat owner can install a security system which is connected to their home phone system and an owner is notified if someone boards the boat and there is a problem. Is this the service that Snowcloud provides that a private sector entity can undertake? Are there limitations or cost barriers to install the necessary capacity to have the sufficient coverage to reach the farthest points of the harbors? Would you still be able to connect or is this more of a private public partnership where harbors creates the necessary infrastructure for repeaters or what might be needed? In earlier discussions with the Board, putting up cameras everywhere and investing in the monitoring of those cameras was an investment beyond our current budget. The alternative was to create the ability for an individual boat owner to purchase a surveillance system they see necessary to protect their property. How much more capacity do we need and what does it take to get a signal to the farthest points in the harbors? Is this a good business proposition or can Docks & Harbors do something to make this a good proposition?

Mr. Ruschmann said it has always been valid to be in the harbors. He asked how many harbor patrons would take advantage of using Snowcloud internet service?

Mr. Wostmann said the amount of harbor patrons is an unknown.

Mr. Ruschmann said if 100 boats wanted to provide video footage off their boats, Snowcloud would need to do some upgrades to facilitate that many boats. We would need help from Docks & Harbors to find locations to install things to increase band

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width. We don't currently have capacity problems, but we could look at different ways of getting the internet to the customer better.

Mr. Wostmann asked what Mr. Ruschmann envisions as next steps to initiating a project to see what is practicle and what the potential might be?

Mr. Ruschmann said a good way to figure out how much band width and capacity would be necessary. He questioned if Docks & Harbors was going to promote or subsidize a specific camera it would be necessary to determine what the platform requirements would be so we have enough capacity when we design whatever system was needed to meet the loads that would get put on it. Snowcloud staff does a good job of keeping track where they can not provide coverage. With that information, Snowcloud could work with Docks & Harbors and tell them where repeaters are needed. He said when vessels are assigned behind large items/buildings they block connectivity to and from our network. They would like to provide different vantage points for good connectivity.

Mr. Wostmann said currently the Docks & Harbors Board is not interested in getting involved in defining what kind of security system a boat owner may want to install. What we are looking at is creating the necessary backbone network so any boat owner can install any IP internet capable system as sophisicated or simple as the boat owner desires and there is sufficient band width. Is there a need to set up a working group with Docks & Harbors to look in more detail on where repeaters would need to be placed throughout the harbors?

Snowcloud Representative asked if the question is "can Snowcloud currently offer internet service to harbor patrons", yes we can. However, there is a limit to how many camera systems can be supported. It would be beneficial to have more repeaters throughout the harbor and to start a working group. He said Snowcloud should do a walk through and this will take time.

Mr. Wostmann recommended to create a working group with Docks & Harbors staff to develop this concept further and get back to the Board with more concrete proposals on how this might be accomplished.

Mr. Uchytel shared past experience with the red tape challenges of putting up an antenna in the harbor. CBJ Law indicated there needed to be a lease for an antenna. This scared off Snowcloud and that is the reason for not having an antenna in the harbor at this time.

Mr. Ridgway asked if this was a bid proposal or a previous arrangement to provide internet service to Docks & Harbors from Snowcloud?

Mr. Uchytel said no.

Mr. Guignon asked for proposals from Snowcloud for 100 boats with a Ring Seccurity Camera system or 50 boats with this system off the main fingers. He wants to see some hard numbers to start moving forward.

Snowcloud Representative said his understanding of a ring camera system is they are not always sending data. He said if 50 ring cameras were all receiving data at the same time,

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Snowcloud could handle that load but there are some locations in the harbor that can not receive a signal.

Mr. Guignon asked for a written estimate on what can be provided and for what amount of money.

Snowcloud Representative said any individual customer currently in the harbor could install a ring camera on their personal system right now. Snowcloud provides two different internet packages and a ring camera system is going to be added to a personal wifi network. He needs to know what the Board is looking at in Snowclouds internet service or wifi?

Mr. Wostmann said he does not see Docks & Harbors getting involved with what a private boat owner is going to install on their boat as a security system. The Board's interest is providing the facility that will allow them to access the internet from their vessel so they can do remote security monitoring on that vessel to preclude some of the problems with theft and other issues in the harbor. He said he would like to see a project move forward and have concrete quotes from Snowcloud based on 50 boats and 100 boats as to what costs are involved and what participation is needed for a private provider to be successful offering this service.

Snowcloud Representative said Snowcloud is willing to do this but the availability is currently there. If a customer is interested in setting up a camera, the first question you need to ask them is, "do you have an internet connection and do you have a camera set up". If they say "no", then Snowcloud can help with the internet service needed for the camera system.

Mr. Etheridge said it sounds like the service is currently in the harbor but people need to be informed that it is available.

Mr. Schaal asked if there is any other internet provider in Juneau that has the same internet capabilities that Snowcloud does?

Snowcloud representative said there is none that operate at the scale that Snowcloud does.

Mr. Creswell said he understands an antenna needs to be in line with your repeater system and if a boat moves around in the harbor a lot due to transient moorage, does that become an issue with service?

Snowcloud representative said the harbor is not a set it and forget it service. It is very difficult to keep up with the amount of motion in the harbor. Snowcloud staff is constantly monitoring the signals in the harbors and we let the individual customers know when there is a problem. This has been a big learning curve since start up. There is updated technology coming around that will allow for vessels to move around. One of Snowcloud's goals is that a customer can roam seamlessly from harbor to harbor where Snowcloud provides coverage.

2. Visitor Industry Task Force – DRAFT Taskforce Recommendation

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Mr. Uchytel said the Visitor Industry Task Force report is on page 44 in the packet uploaded today. Mr. Kirby Day who is a member of the task force is on the phone today. Back in October, just ending a 1.3M passenger cruise ship season, people were complaining that Juneau was at capacity, we need to scale back, the Juneau experience is being diminished, and Juneau will lose the reputation as a desirable large cruise ship port.

The Mayor wanted the task force to look at the following questions;

- Is our approach to the visitor industry adequate today?
- Does there need to be a restriction on the number of visitors coming to Juneau and what does that look like?
- Does the Long Range Waterfront Plan need to be updated?
- NCL purchase of the sub-port.

The task force put together a report that answered the above questions and gave it to the Assembly. The Assembly will likely discuss this in the fall and decide what to do next. Comments received were to stop development of anything to advance tourism in Juneau. Mr. Uchytel said summarizing the report is that it is a list of everything that is wrong with the tourism industry. There was a lot of cooperation and consensus. Where there wasn't full consensus it is mentioned in the report. The report points out the evils of unrestrained tourism.

Mr. Uchytel went over the report in the packet on pages 44 to 55.

Page 45 – Recommendations:

- Paragraph 1 - Implement a tourism CZAR. This would be to hire a full time employee that would see to the implementation of additional regulations pertaining to tourism.
- Paragraph 3 - The TBMP program should be augmented to be codified in regulation or ordinance.
- Paragraph 4 – Description on what the regulation would look like. Mr. Uchytel said the implementation of some of the recommendations will be difficult to enforce.
- Paragraph 5 – This talks about prohibiting trash from the cruise ships. Limiting water during periods of drought. There was a lot of discussion on scheduling. The task force would like the City to be more involved with scheduling and staggering arrival times. More discussion in this paragraph was on NCL hotberthing and shorepower.
- Paragraph 6 – Establishing guidelines and goals for cruise ships scheduling.
- Paragraph 7 – Incentivize Juneau as a turn port for smaller ships.
- Paragraph 1b talks about infrastructure projects ongoing and how they should be encouraged. The task force recommends use of electric busses at CBJ facilities. Mr. Uchytel said the Archipelago project is including the infrastructure needed to provide electricity for electric busses in the future.
- Page 49 in the packet emphasis is on incentivizing dock electrification.

Mr. Uchytel said the above paragraphs cover management issues and what CBJ can do as a community.

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- Paragraph 2a addresses the pros and cons of the Long Range Waterfront Plan. The recommendation from the task force is that it doesn't merit the effort to conduct another Long Range Waterfront Plan.
- Paragraph 3 on page 50 of the packet addresses restricting the amount of visitors to Juneau. The recommendation from the task force is to not set a cap on the amount of passengers but try to work with the cruise lines through CLIAA to have limits through negotiations with Cruise Line Agencies of Alaska to smooth out the number of passengers coming in a single day. The task force did not want to say that only a specific amount of passengers could be in Juneau on any one day or that only 1.25M passengers could come to Juneau per season.
- Paragraph 8 on Page 52 in the packet was not a topic that received consensus. The discussion was on a ship free day or "no ship days".
- Page 53 in the packet talks about the belief that the visitor experience for Juneau has greatly diminished over the years due to over crowding. However, that belief is not supported by the customer satisfaction data provided by the cruise lines. Juneau is ranked the highest desired location in Alaska, in the country, and the world for having the best experience with the community. The task force recommended collecting data to fact check the information provided by the cruise lines.
- Also on page 53 was the discussion on NCL subport. Essentially the task force was making recommendation for the Assembly to approve the NCL dock with certain conditions. There would only be one ship mooring per day, a maximum of five ships per day in port, and no hot berthing.

Mr. Uchytel said there is a lot in this report. After review, does the Board want to have a joint meeting with the Assembly to go over the report? The report pulls the reins back on increased tourism and could add more limitations to Docks & Harbors with the recommendations in the report. There are more restrictions to how Docks & Harbors has operated previously.

Committee Discussion/Public Comment

Mr. Kirby Day, TBMP

Mr. Day said the task force did a really good job looking at a variety of things that concerned the community. The feeling in general is that the industry is going to grow regardless and that is why CBJ Law said it would be difficult to limit the number of passenger. The task force decided to look at berthing space because the industry is going to grow with larger ships. The task force did not intend to put more restrictions on Docks & Harbors but encouraged them to work with the scheduling of cruise ships locations and number of passengers which would be to better manager the downtown traffic in a more efficient manner. The no ship day didn't work because there are also private docks involved.

Mr. Houck asked if it would be worth while to write a suggested amendment for the Assembly to document how much is collected in head tax, sales tax, and the City wide estimated decrease in electricity due to the visitor industry board, or sit back and let people recognize this on their own as there will be none this year.

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Mr. Uchytel said he believes the Assembly knows that. The budget cycle has just been completed and they see the amount of head tax and sales tax that comes from the visitor industry and recognize the importance of tourism.

Mr. Houck said he realizes the Assembly knows the importance of tourism but he worries this report will be used by those that participated in this process to tout what they can do. Adding what he suggested before could go along way with dousing the fires and dulling some of the pitch forks.

Mr. Drew Green, Cruise Line Agencies

Mr. Green said he has a lot of concerns with this report in two areas. The codification and the lack of accommodations. If this report was codified by ordinance or resolution it ties Cruise Line Agencies hands as maritime agents and port operators and the Harbor Board and maritime operations throughout the state. Scheduling is very difficult and Juneau is important part of the scheduling because it is highly desired, valued as a port, and there are great facilities. He does not see accommodating the industry but eliminating and codification would further tie Docks & Harbors hands. A lot of the restrictions apply area-wide but some apply specifically for Docks & Harbors facilities. The cruise ships may favor the private docks over the city owned docks which will limit the ability to maximize port operations. When scheduling, he said he maximizes what is available. He looks at what is available and on occasion there are restrictions but rarely are there limitations so he maximizes what is available. This year's schedule, there were three days from the middle of May to the middle of September available. Two at the private docks and one at the City dock. The berths are full everyday. The goal is to maximize the usefulness of the port. He said there is no fiscal note attached to the report of how the actions in the report will impact residents, businesses, and people of Juneau. He said there are a lot of positive things in the report but there are also things in the report that we are already doing, there is misinformation, things that won't work, and things that tie our hands. Also the NCL dock would not be permitted if this document was codified. The electrification for the size ship they bring would require a \$150M project to provide hydropower and if that is a requirement for the NCL dock it may not be built. He said he is always looking for opportunity in the future, advancement, accommodation on how to distribute the growth, and missed opportunity looking at privatizing so private money can be brought into some parts of the area. The NCL dock could move people out of the core of the City and reduce congestion. There is also conflicting information and misinformation in this report and he was not given the opportunity to vet it from an operational stand point. He said he would appreciate slowing the process down to move forward with codification of this report and to not have this codified but through voluntary or partnership. He said Cruise Line Agencies works well with Docks & Harbors and values the relationship. He said he will meet with the task force members in the future to vet some of their concerns.

Mr. Day said he appreciates Mr. Green's concerns. There were a lot of other things to address but the task force was given four specific challenges to work on. This report is a draft report and will probably be worked on again in the fall at the Assembly level.

Mike Pierson, member of the community

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Mr. Pierson said he would encourage the Board to look at the report and begin to prioritize it rather than just letting the report sit. He said from Mr. Uchytel's overview there is a lot of concern and recommendations in the report and good things to consider. He said his concern is that if this just sits it would be possible that individuals could take this report and run with it while it is sitting stagnant. He recommends Docks & Harbors Board continues to make some forward movement on this. Walking away from this report for a short few months just drags this on.

Duff Mitchel, Juneau

Mr. Mitchel said he is a supporter of Dock electrification, and he wanted to address a comment made earlier. There is plenty of power for Dock electrification currently. Any misstatements that to electrify the NCL dock would take a new hydropower project is not true. He is working on a hydropower project, but right now today if a dock was electrified there would be power. He said approximately 25% of all the power sold in Juneau is interruptible. If you are a dock, and if you say you want firm power and not interruptible, by RCA regulations you are provided power.

Mr. Etheridge recommended Board members study this report and bring it back to the next Board meeting to have suggestions and a plan to make a recommendation to the Assembly.

X. Committee and Member Reports

1. Operations/Planning Committee Meeting – Wednesday, May 20th, 2020 – No report
2. Member Reports – No report
3. Assembly Lands Committee Liaison Report – No report
4. Auke Bay Steering Committee Liaison Report – Mr. Wostmann said nothing to report

XI. Port Engineer's Report

Mr. Schaal reported:

- Cruise ship security checkpoint update – this project has been stalled with the completion work due to COVID. The construction workers have been waiting for hardware to come in from the sliding door manufacturer in Washington. The parts are on the barge and should arrive next week. This project should be wrapping up in about a week and a half.
- Statter Harbor phase III B – Staff is beginning the first process for this project. This includes standing up the project team and having the pre-construction meeting. Trucano Construction is the low bidder with PND doing the design and inspection for this project.
- Staff received and reviewed the four proposals for the cruise ship dock electrification study. The panel met today and the information will be released once the selection committee information is tabulated.

XII. Harbormaster's Report

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Mr. Creswell reported:

- Staff filled some of our Part Time Limited positions for the work on the Lumberman with current seasonal Harbor Technicians and Harbor Officer personnel.
- The Administrative Assistant II position at Statter Harbor has been filled by Ashley Bruce.
- Two Harbor Officers and one Harbor Technician will come back starting next week.

Mr. Wostmann asked about the status of the float demolition in Aurora Harbor in anticipation of the dredging in the fall?

Mr. Creswell said the final move out of the boats will happen after the Salmon Derby. There are some bits and pieces we can work on between now and then but the staff will start hard and heavy on the removal in August.

Mr. Wostmann asked if the Harbors has enough staff to complete the removal of the floats on time?

Mr. Creswell said it is yet to be determined. We hope to be able to also use the PTL positions after the Lumberman is completed.

Mr. Uchytel said staff has a good working relationship with Western Construction and we have asked them to start dredging Harris Harbor first so this will buy us some extra time to remove the Aurora Harbor floats.

XIII. Port Director's Report –

Mr. Uchytel reported:

- Mr. Simpson's last meeting will be next month. The Assembly will be interviewing for three positions, Mr. Etheridge, Mr. Ridgway, and a vacancy. Please encourage anyone who would be interested to serve on the Board.
- He said he met with the Harbormaster, Tlingit & Haida, JPD, DNR, and AELP at the former Thane Ore House area trying to keep the unauthorized persons out of that area. Docks & Harbors owns property there that we lease to AELP and Tlingit & Haida and DNR has property as well. The squatters there currently are just moving from one property to another. All the property owners were on board to ask them to leave and clean up their stuff on the way out. The last squatters were given an eviction notice and will be out in 48 hours. AELP put up a gate and there is restricted access down to that area. This is the best way to keep it secured from vehicles entering that area for this summer.
- Next months Operations meeting will be the presentation for the small cruise ship master plan. He said he has seen the recommendations from PND and he said he has a meeting with NOAA tomorrow to discuss the preferred location for the small cruise ships. He wants concurrence from them before this information is made public.

XIV. Assembly Liaison Report – None.

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XV. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday, June 17th at 5:00pm
- b. Board Meeting – Thursday, June 25th at 5:00pm
- c. Finance Sub-Committee Meeting – TBD

Mr. Wostmann said this topic will be discussed at the next Operations Meeting on June 17th. He said he is hopeful with that close to the fiscal year end there will be a better idea of the final numbers and can schedule a meeting to look deeper into the numbers for the next fiscal year.

XVI. Adjournment - The meeting was adjourned at 6:44 p.m.



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: *Carl J. Uchytel*
Port Director

To: Assembly

Via: (1) Docks & Harbor Operations-Planning Committee
(2) Public Works & Facilities Committee
(3) Docks & Harbors Board

Date: June 11th, 2020

Re: Alaska Department of Fish & Game (ADF&G) Grant Acceptance

1. Docks & Harbors applied and received a \$75K grant from ADF&G to “construct, manage, and maintain sewage pumpout stations in Harris and Statter Harbors for year-round use to better serve recreational boaters and other public users”. The source of funding is the Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) as amended by the Clean Vessel Act of 1992. ADF&G has authority under AS16.05.050 (12), AS36.30.850(c) and the Federal Aid in Sport Fish Restoration Recreational program - Clean Vessel Act to administer the grant.
2. Docks & Harbors intentions are to install a new pumpout station as part of the Statter Phase III(B) construction project, winterize the existing Statter pumpout for year round use and to replace the Harris Harbor pumpout. Docks & Harbors would be responsible for 25% of the match ratio as described under the covenant under the Alaska Department of Fish & Game Cooperative Agreement #20-019.
3. The total estimated costs of the improvements is \$100,000, with \$25,000 local match being funded by Harbor Enterprise funds.
4. I recommend the Assembly accept the ADF&G grant to be used for pumpout stations at Harris and Statter Harbors.

#

Encl: Cooperative Agreement Number 20-019 (Docks & Harbors only)



Alaska Department of Fish and Game
Division of Administrative Services
P.O. Box 115526
Juneau, AK 99811-5526

Cooperative Agreement Number 20-019

Title: Harris and Statter Harbors Boat Sewage Pump-out Facility Improvements

Between:

**Alaska Department of Fish and Game
Division of Sport Fish**

And the

City and Borough of Juneau

I. AUTHORITY:

This agreement is entered into by and between the Alaska Department of Fish and Game, Division of Sport Fish (hereinafter referred to as the "ADF&G" or the "Department") and the City and Borough of Juneau (hereinafter referred to as "CITY").

ADF&G enters into this agreement under authority AS16.05.050 (12), AS36.30.850(c) and the Federal Aid in Sport Fish Restoration Recreational program: Clean Vessel Act (CFDA # 15-616).

II. PURPOSE OF THE AGREEMENT:

To construct, manage, and maintain sewage pumpout stations in Harris and Statter Harbors for year-round use to better serve recreational boaters and other public users.

III. TERM OF THE AGREEMENT:

The effective date of this agreement shall be from the date of final signature. The design life of this facility is 5 years; therefore, this agreement shall remain in effect until December 31, 2026.

IV. COVENANTS OF THE ALASKA DEPARTMENT OF FISH AND GAME:

1. To reimburse the CITY for accomplishing the purpose of this agreement in an amount not to exceed \$75,000. The source of funding shall be 100% Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) as amended by the Clean Vessel Act of 1992. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).
2. To authorize the CITY to manage and maintain the pumpout equipment as a CITY facility. The CITY owns, operates, and maintains the existing facility, which is operated primarily for the use of recreational power boaters and sport anglers.
3. To perform a final inspection of the completed project to verify compliance with this agreement.

V. COVENANTS OF THE CITY AND BOROUGH OF JUNEAU:

1. To provide matching funds in an amount not less than one-third of the amount provided by ADF&G. This is a match ratio of 75% Federal Aid funds to 25% City funds. These funds shall be from a non-federal source and shall be

claimed by ADF&G as match for the federal funds provided by ADF&G. The City will be required to provide not less than \$25,000 to match the amount stated in paragraph IV.1. above.

The CITY shall provide all additional funding needed to complete the improvements covered by this agreement. The total estimated costs of the improvements is \$100,000.

2. To complete the construction of the pumpout facility funded by this agreement prior to December 31, 2021.

The CITY warrants that it has the right, power, and authority to construct and maintain the improvements on the parcel and that there are no restrictions, covenants, easements, rights-of-way, or uses which would prevent the CITY from constructing and maintaining the improvements on the parcel.

3. The pumpout facility will be used primarily for the benefit of the recreational boating and sport fishing public. No change in this use will be made without prior written approval of ADF&G.
4. To manage and maintain the pumpout facility for public use until December 31, 2026.
5. Management activities and maintenance services shall ensure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal public use.
6. ADF&G will consider the facility closed to the public if the CITY physically denies access, fails to provide adequate management or maintenance or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers.
7. To obtain and comply with all federal, state, and local permits required for construction and maintenance of the renovation project.
8. To install a sign identifying the participation of ADF&G, the Federal Aid in Sport Fish Restoration Program, Clean Vessel Act Program, and sport anglers in facility development. To install additional signage as deemed appropriate, to indicate that the primary use of the facility is for sport fishing and recreational power boating access.
9. To be responsible, for a period of one year from the date of ADF&G's final inspection, for correcting all defects in the design or construction when the defect is brought to the attention of the CITY, without additional cost to ADF&G. The CITY will make good and be fully responsible for all damages to persons and property that arise from equipment or workmanship which is inferior, defective, or not in accordance with the terms of this agreement.
10. To maintain adequate insurance in conjunction with the design, construction, and maintenance of the improvements.
11. The CITY shall perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:
 - a. Local Building Codes- The CITY shall comply with applicable local buildings codes and shall obtain a building permit if required (AS 35.10.025).
 - b. Historic Preservation- The CITY shall comply with AS 41.35.070 to preserve historic, prehistoric and archeological resources threatened by public construction.
 - c. Public Contracts- The CITY shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.
 - d. Political Activity- Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

- e. Civil Rights- Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title I, II & III of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.
 - f. Allowable costs/Cost principles-OMB 2 CFR 200 establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness and allocability.
 - g. Drug-free Workplace Act- The CITY, by signing this agreement, certifies that they will provide a drug-free workplace.
 - h. Debarment/Suspension – The CITY, by signing this agreement, certifies that neither it, nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
 - i. Audits- The CITY acknowledges that 75% of the funding for this agreement is from the Federal Aid office of the U.S. Fish and Wildlife Service under CFDA 15.616. The CITY acknowledges that receipt of federal funds may create audit requirements under OMB 2 CFR 200.
 - j. Workers Compensation Insurance- The CITY shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
 - k. Open Competition - The CITY shall comply with Executive Order 13202 dated February 17, 2001 prohibiting any requirements or bidding preferences based on contractor affiliation with labor organizations.
12. If the CITY handles hazardous materials on the site, the CITY agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.

In the event of a hazardous materials spill by the CITY or the public using the site, the CITY shall act promptly, at its own expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the site to a condition satisfactory to the ADF&G and in accordance with applicable federal, state, and local laws. The CITY shall be the lead agency in requesting additional funds from the legislature to cover the cost of spill clean-up. ADF&G shall support such requests.

If contamination of the site occurs as a result of the CITY's management of the site, the CITY shall indemnify, defend, and hold harmless the ADF&G from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

VI. GENERAL PROVISIONS:

- 1. ADF&G and the CITY shall cooperate in accomplishing the improvements to be provided under this agreement. The CITY shall be the lead agency in accomplishing all work necessary to make the improvements. The CITY may employ construction contractors as may be appropriate.
- 2. The CITY shall provide ADF&G a copy of the proposed design and installation schedule. The CITY shall also promptly notify ADF&G of all changes made to the schedule or the design. At the completion of the installation, the CITY shall provide ADF&G a copy of the as-built plans and equipment specifications. Reimbursement for construction work shall be contingent on ADF&G approval of work actually performed.

ADF&G review of designs, plans, specifications, or other project related documents will be to insure conformance to the purpose of this agreement and shall not constitute engineering review nor relieve the CITY from responsibility to prepare an adequate design, meet code compliance, or assure that cost principles are applied to change orders.

3. The CITY will be reimbursed only for the cost of work completed which is directly related and allocable to the project and which ADF&G has approved. The CITY will not be reimbursed for administrative work or overhead it incurred while completing the project. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the CITY. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late payment, ADF&G will not pay late fees.

The CITY shall maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of this agreement. These records shall be made available to the state for audit purposes.

To document the required match to be provided by the CITY as specified in paragraph III.1., all requests for reimbursement will be paid at the rate of 75% of the requested reimbursement until the amount specified in paragraph IV.1. is reached.

With the exception of the final payment, requests for reimbursement shall be in amounts no less than \$10,000. If the CITY chooses to make monthly billings, such billings will be held by ADF&G until the total amount reaches at least \$10,000.

4. The CITY does not intend to charge a user fee for public use of the completed facility. In the event that the CITY finds it necessary to impose a user fee, the CITY shall provide ADF&G a copy of the proposed fee schedule for review and approval. Fees shall be subject to the following criteria:
 - a. The maximum fee for emptying the sewage holding tank of a privately-owned recreational boat shall be \$5 unless a higher fee can be justified (50 CFR 85.44). Justification for a higher fee is subject to approval by the USFWS.
 - b. Fees shall not be imposed to recover the capital cost of the improvements covered by this agreement.
 - c. Fees shall not exceed the cost of operation, maintenance, and improvement of the pumpout.
 - d. Site specific fees that exceed the cost of operation, maintenance, and improvement are program income. An areawide fee, such as an annual launch permit, that allows the use of any CITY launch ramp usually is not considered program income. Fees collected and determined to be program income must be credited back to the Federal Aid in Sport Fish Restoration program through ADF&G. The basic policies for the treatment of program income by the USFWS contained in 43 CFR Part 12 and OMB Circular A-102 apply to this agreement.
 - e. The CITY may establish a capital improvement account to fund specified major improvements to the site. Establishment of such an account shall be reviewed and approved by ADF&G. The CITY shall specify the improvement proposed, the estimated cost and completion date when requesting approval. Fees accumulated in a capital improvement account will not be considered program income if they are used for the approved improvement.
 - f. If required by future changes to federal regulations or at the request of ADF&G, the CITY shall provide ADF&G an accounting of fees collected and costs of operation, maintenance, and improvements. This accounting shall be on an annual basis and in sufficient detail to satisfy state and federal regulations.

5. The effective date of this agreement shall be from the date of final signature by ADF&G.
6. The design life of the facility is 5 years; therefore, this agreement shall remain in effect until December 31, 2026.
7. Either agency may terminate its involvement in this agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. In the event that an agency terminates its involvement in this agreement, defaults in its duties under this agreement or this agreement expires, disposition of the sport fishing access improvements shall be accomplished by whichever of the following contingencies is appropriate:

- a. Agreement expires on December 31, 2026:

ADF&G shall have the option to negotiate an extension of this agreement with the CITY for the continued public use of the facility. ADF&G shall have 90 days after the expiration of this agreement in which to notify the CITY of its intent to exercise this option. If ADF&G does not exercise this option, all equipment and components of the pumpout station purchased under this agreement shall become the property of the CITY.

- b. ADF&G terminates its involvement:

If prior to December 31, 2026, ADF&G finds that there is no longer a need for the pumpout station covered by this agreement, then this agreement shall be terminated. All equipment and components of the pumpout station purchased under this agreement shall become the property of the CITY at no additional cost to the CITY.

- c. The CITY terminates its involvement:

If prior to December 31, 2026, the CITY closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of this agreement, this agreement shall be terminated and the CITY shall reimburse ADF&G for the total funding it provided at the rate of 20 percent for each full year between the date of termination and December 31, 2026.

This agreement shall be terminated when the CITY's reimbursement to ADF&G is completed. The CITY shall not be required to reimburse ADF&G in the event the facility must be closed to protect public safety because of casualty damage arising from a catastrophic occurrence.

8. The CITY may make improvements to the facility at its own expense provided the improvements are compatible with the purpose of this agreement and are approved in writing by ADF&G prior to construction.
9. Funding for major maintenance or repair of casualty damage will be negotiated on a case-by-case basis. Each agency's share of such funding shall be contingent on availability of funds.
10. The rights and responsibilities vested in each agency by this agreement shall not be assigned without the written consent of the other agency.
11. Agents and employees of each agency shall act in an independent capacity and not as officers, employees, or agents of the other agency in performance of this agreement.
12. Nothing in this agreement shall obligate either agency to the expenditure of funds or future payments of money in excess of those herein agreed upon or authorized by law.
13. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.

14. The CITY shall indemnify, hold harmless and defend ADF&G from and against any claim of or liability for error, omission or negligent act of the CITY under this agreement. The CITY shall not be required to indemnify ADF&G for a claim of, or liability for, the independent negligence of ADF&G. If there is a claim of, or liability for, the joint negligent error or omission of the CITY and the independent negligence of ADF&G, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CITY" and "ADF&G" as used within this paragraph, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in ADF&G's selection, administration, monitoring or controlling of the CITY and in approving or accepting the CITY's work.
15. Both parties agree to comply with all applicable federal and state laws regulating ethical conduct of public officers and employees.
16. Each agency will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
17. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
18. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.
19. All approvals and notices required by this agreement shall be written and shall be sent by registered or certified mail to:

Director Division of Sport Fish Alaska Dept. of Fish & Game P.O. Box 115526 Juneau, Alaska 99811-5526	Port Director City and Borough of Juneau 155 South Seward Street Juneau, Alaska, 99801
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20. This agreement is complete and has no other encumbrances, addenda, attachments, or amendments with the following exceptions: Attachment A – Juneau Area Map

VII. APPROVING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of last signature below.

CITY AND BOROUGH OF JUNEAU

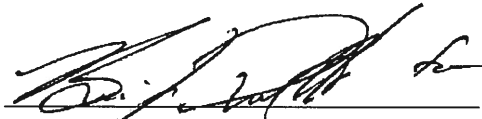


Carl J Uchytel
Port Director

9/13/2019

Date

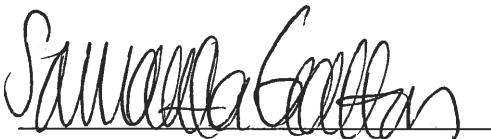
ALASKA DEPARTMENT OF FISH AND GAME



David Rutz
Division of Sport Fish

10.14.19

Date

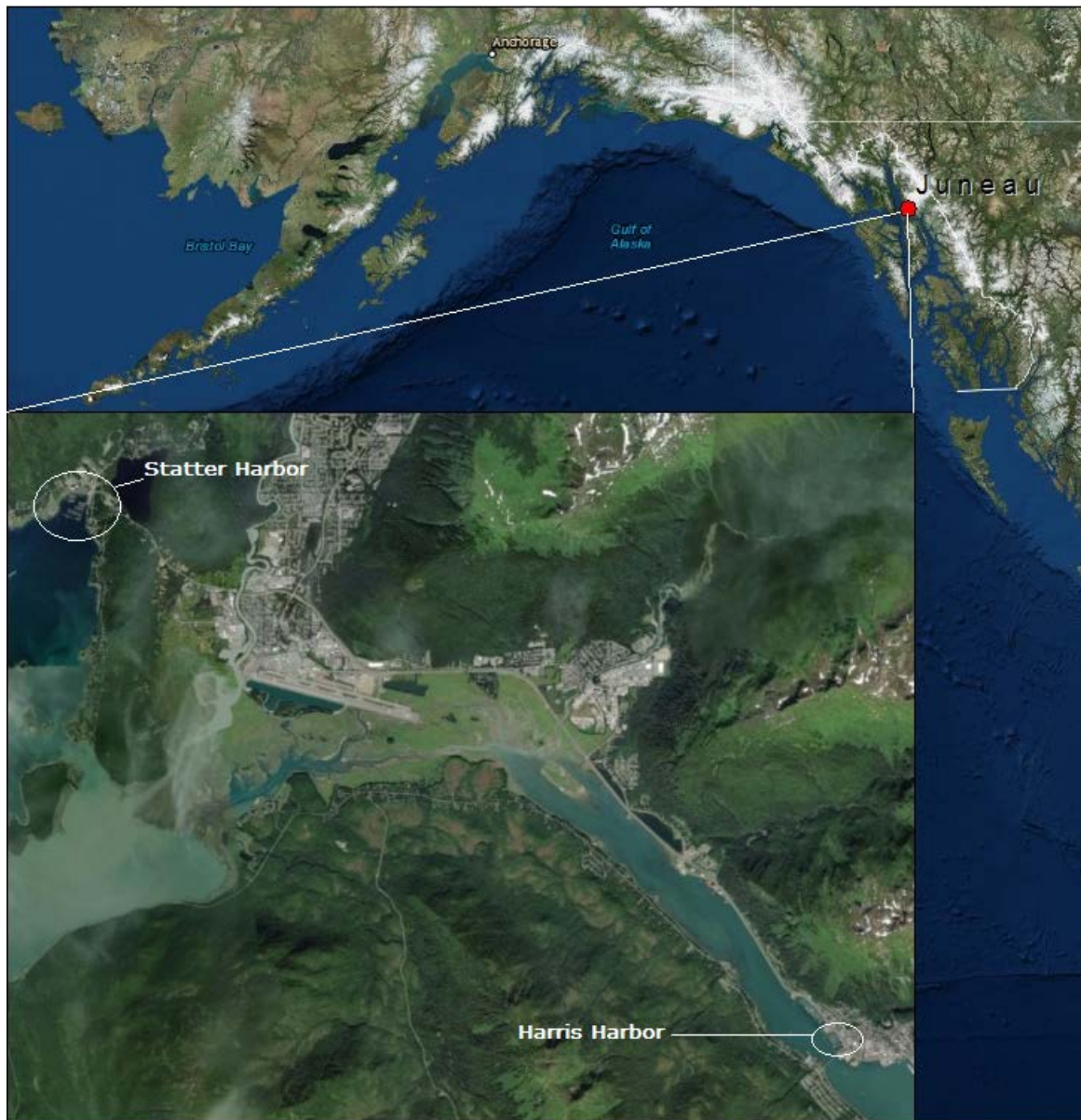


Samantha Gatton, Deputy Director
Division of Administrative Services

10/16/19

Date

Attachment A: Parcel Location



Juneau area map highlighting Harris and Statter Harbors where pump-out facilities will be improved.

An Ordinance Appropriating to the Manager the Sum of \$90,000 as Partial Funding for the Statter Improvement-Phase III Capital Improvement Project and the Harris Harbor Pump Out Capital Improvement Project; Funding Provided by the ADF&G Harris and Statter Harbors Boat Sewage Pump-Out Facility Improvements Grant and the Harbor Fund's Fund Balance.

The Alaska Department of Fish & Game has agreed to fund a \$75,000 Clean Vessel Act Grant Cooperative Agreement Number 20-019.

CBJ Docks & Harbors was awarded the grant to construct, manage, and maintain sewage pumpout stations in Harris and Statter Harbors for year-round use to better serve recreational boaters and other public users. The Clean Vessel Act Grant is a 75%-25% match program.

The Clean Vessel Act Grant will be split 60%/40% between the two CIPs. The Statter Improvement-Phase III CIP already has sufficient funding to cover the \$10,000 required match for the grant. The \$15,000 of required match for the Harris Harbor Pump Out CIP will be appropriated with this ordinance, to be paid from the Harbor Fund's fund balance.

This ordinance appropriates \$90,000, for the following purposes:

Harris Harbor Pump Out CIP (H51-126)	\$45,000
Statter Improvement-Phase III CIP (H51-108)	<u>\$30,000</u>
Total Grant Funding	\$75,000
Required Match for Harris Harbor Pump Out CIP	<u>\$15,000</u>
Total Appropriation Amount	\$90,000

The Manager recommends this ordinance be introduced and set for public hearing at the next Assembly meeting.

05 CBJAC 10.060 - Loading permits.

No person shall operate, park, stand, or stop a commercial vehicle, or cause or direct the same, within the designated loading zones in the downtown waterfront area except as authorized by a permit issued hereunder. Vehicular use of designated loading zones for commercial purposes without a permit is a violation of CBJ 85.25.090(11).

(a) *Application process.*

- (1) Application forms for loading permits will be available at the harbor office between April 1 and October 15.
- (2) Applications must be made on the form provided by the department, and must be complete, including all required attachments. Any incomplete application will not be considered for a permit.

(b) *Permit requirements and conditions of operations.*

- (1) The port director is authorized to designate loading zones in the downtown waterfront area and establish rules to assure safety, security, and efficiency of operation.
- (2) The port director may issue loading zone permits and require permit holders to comply with stipulations as necessary to assure safety, security, and efficiency of operation. Permit holders shall also comply with the loading zone rules set out in 05 CBJAC 10.060(c) and the general operating requirements set out in 05 CBJAC 10.070.
- (3) An applicant for a loading zone permit must show that use of the permit will be limited to transportation of passengers and/or crew to or from cruise ships. If the applicant will be transporting passengers, the showing must consist of at least one of the following:
 - A. A tour sales permit in the applicant's name;
 - B. A contract for the sale of tours onboard a cruise ship;
 - C. A contract with a cruise ship for the transportation of passengers;
 - D. A contract for the sale of tours with a tour sales permit holder. An applicant may enter into a contract with one tour sales permit holder only; or
 - E. If the applicant sells tours without the aid of the cruise lines, a cruise ship, or a tour sales permit holder, the applicant must show that it will only transport persons who have purchased tours directly from the applicant, and the applicant shall, upon request, provide the port director with a daily manifest showing the names of passengers to be transported.

(c) *Loading zone rules.*

- (1) No signs are allowed in the loading zone.
- (2) Loading zone permits shall be prominently displayed in the lower right corner of the front windshield of the vehicle, or as specified by the director.
- (3) No person shall sell or solicit the sale of any goods or services in any loading zone.
- (4) Goods and passengers shall be staged at loading zones so as to minimize vehicular standing time. No vehicle shall be present in a loading zone except as reasonably necessary for loading or unloading goods or passengers.
- (5) The driver of a vehicle must remain in the driver's seat unless assisting in the loading or unloading of passengers or luggage in the immediate vicinity of the vehicle. No driver may leave a vehicle unattended in a loading zone for any period of time.
- (6) "A" loading zones.

- (A) Vehicles containing 18 or more passenger seats may be operated only in loading zones marked "A."
- (B) Permittees using "A" loading zones shall submit a schedule of all cruise ships they will be meeting. For each meeting, permittees must use the "A" loading zone closest to the terminal or lightering dock designated on the schedule. Permittees may not depart from the schedule unless approval is obtained from the director at least 24 hours in advance. Approval shall be contingent upon the impact of changes upon other permittees, users of the park, and traffic conditions.
- (7) "B" loading zones. Vehicles containing fewer than 18 passenger seats may be operated only in loading zones marked "B."
- (8) A vehicle without the appropriate permit may use a loading zone as necessary for a health or safety emergency. Such use shall be the minimum necessary to resolve the emergency.
- (d) *Limited loading permits.* A person may apply for a limited loading permit for designated vehicles to provide services in a designated loading zone to a cruise ship or cruise ship passengers for occasional or off-peak-hour use. Application must be made to the director no less than one business day in advance of use.
 - (1) *Nonpassenger vehicles.* If the vehicle will be left standing in a loading zone for any amount of time, or if the driver will not remain with the vehicle for any period of time, the applicant must schedule that time with the director so as not to interfere with the efficient use of the loading zone by other permittees. The permittee must conduct all business efficiently so as to minimize any standing in the loading zone.
 - (2) *Passenger vehicles.* All requirements of subsection (c) of this section apply to vehicles providing passenger services to a cruise ship pursuant to a limited loading permit.
- (e) *Fees.*
 - (1) The fee for a loading permit shall be established at least annually by the docks and harbors board.
 - (2) The fee for a limited loading permit shall be \$15.00 per vehicle for each permit day or \$250.00 per year, whichever is less.

05 CBJAC 15.080 - Loading permit fees.

- (a) *Definition.* The charge assessed for obtaining a loading permit as set out in CBJ Administrative Code Title 05, Chapter 10.
- (b) *Basis for charge.* Permits are issued to qualifying entities pursuant to the regulations set out in CBJ Administrative Code Title 05, Chapter 10. Three classes of permits are issued, "A" permits, "B" permits, and limited loading permits. The "A" and/or "B" permits have two fee components. The first component is assessed to each company obtaining one or more "A" and/or "B" permits. The second component is assessed to each company based on the total number of passenger seats, excluding the vehicle driver's, that are permitted. All fees are assessed on a per calendar year basis.
- (c) *Loading permit fees assessment:*

Permit Type	Fee
"A" or "B" Permit	2017: \$300 per company plus \$7 per passenger seat 2018: \$350 per company plus \$8 per passenger seat 2019: \$400 per company plus \$9 per passenger seat Starting 2025: Adjust this fee every 5 years based on the CPI adjustment
Limited Loading Permit	\$15 per vehicle for each permit day; or \$250 per year, whichever is less.

05 CBJAC 20.080 - Passenger-for-hire fee.

- (a) *Definition.* The fee assessed to a person conducting passenger-for-hire activities at Douglas Boat Harbor, North Douglas Boat Launch, Amalga Harbor Boat Launch, Echo Cove Boat Launch, Tee Harbor Launch Ramp, Harris Harbor, Harris Harbor Launch Ramp, Aurora Boat Harbor, Statter Boat Harbor, or Statter Boat Harbor Launch Ramp.
- (b) *Relationship to other fees.* This fee applies in addition to other fees set out in 05 CBJAC 020, except as follows:
 - (1) A person paying moorage fees for reservations moorage at Statter Harbor as set out in 05 CBJAC 25.040 shall not be required to pay this fee;
 - (2) A person paying freight use fees as set out in 05 CBJAC 20.070 shall not be required to pay this fee if the passengers are loaded at a launch ramp;
 - (3) A person conducting passenger-for-hire activities at the Douglas Boat Harbor Launch Ramps, North Douglas Launch Ramp, Amalga Harbor Launch Ramp, Tee Harbor Launch Ramp, and Echo Cove Launch Ramp are assessed fees as set out 05 CBJAC 01 in lieu of this fee; and
 - (4) A person conducting passenger-for-hire activities at the Intermediate Vessel Float or the Marine Park Lightering Float are assessed moorage fees as set out in 05 CBJAC 15 in lieu of this fee.
- (c) *Requirements.* The owner of a vessel must apply to and obtain a permit from the Harbormaster in order to conduct passenger-for-hire activities at Douglas Boat Harbor, North Douglas Boat Launch, Amalga Harbor Boat Launch, Echo Cove Boat Launch, Tee Harbor Launch Ramp, Harris Harbor, Harris Harbor Launch Ramp, Aurora Boat Harbor, Statter Boat Harbor, or Statter Boat Harbor Launch Ramp. Applications are available at any of the Docks and Harbor Department Offices. The Harbormaster is authorized to issue permits with reasonable conditions concerning insurance, operations, and the payment of fees.
- (d) *Inspected vessel fees.* The Harbormaster shall assess permit fees to the owner of a vessel engaged in passenger-for-hire activities that is regulated under Subchapter T and S of 40 CFR 33 as follows:
 - (1) Calendar year 2015 permit: \$300.00 per vessel plus \$1.25 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity. Calendar year 2016 permit: \$400.00 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity. Calendar year 2017 permit: \$500.00 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.
 - (2) Each calendar year after 2017, a fee equal to the previous year's fee adjusted by the Anchorage Consumer Price Index (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the start of the moorage year, rounded to the nearest \$1.00 for the vessel permit and nearest \$0.10 per passenger, unless the docks and harbors board takes action to keep the fee the same as the previous year.
 - (3) No charge for non-profit use when approved by the Harbormaster on a case-by-case basis.
- (e) *Uninspected vessel fees.* The Harbormaster shall assess permit fees to the owner of a vessel engaged in passenger-for-hire activities that is not regulated under Subchapter T and S of 40 CFR 33 (OUPV - operator of uninspected passenger vessels) as follows:
 - (1) Calendar year 2015 permit: \$50.00 per vessel plus \$1.00 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity. Calendar year 2016 permit: \$100.00 per vessel plus \$1.25 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity. Calendar year 2017 permit: \$150.00 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.

- (2) Each calendar year after 2017, a fee equal to the previous year's fee adjusted by the Anchorage Consumer Price Index (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the start of the moorage year, rounded to the nearest \$1.00 for the vessel permit and nearest \$0.10 per passenger, unless the docks and harbors board takes action to keep the fee the same as the previous year.
- (3) No charge for non-profit use when approved by the Harbormaster on a case-by-case basis.



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

POSTED/EMAILED
May 29, 2020

POSTING NOTICE

RFP: DH20-037
Professional Design Services for Cruise Ship Dock Electrification Study

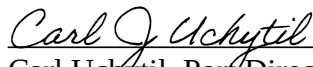
TO: Respondents to RFP DH20-037

This notice is to give results of proposal evaluations for the above referenced project. Proposals were received from 4 consultants: Electric Power Systems, Inc., Energy Advisors Alaska, Haight & Associates, Inc., and Taku Engineering.

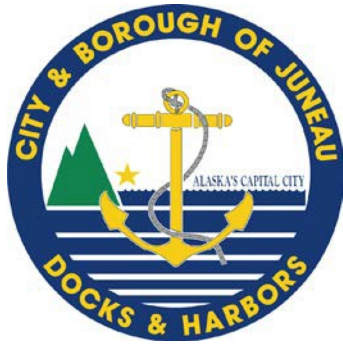
CBJ Docks and Harbors appreciates your participation in the subject RFP. Thank you for your interest.

The apparent successful proposer is Haight & Associates, Inc.

This notice begins the protest period per Purchasing Code 53.50.062. Protests will be executed in accordance with CBJ Ordinance 53.50.062 "Protests", and 53.50.080 "Administration of Protest." The CBJ Purchasing Code is available online at: <http://www.juneau.org/law> or from the CBJ Docks and Harbors at 907-586-0292.



Carl Uchytel, Port Director
CBJ Docks and Harbors



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Professional Design Services Contract Contract No. RFP DH20-037 Haight & Associates, Inc

This Agreement is entered into by and between the City and Borough of Juneau, Alaska ("CBJ") and Haight & Associates, Inc whose address is 526 Main Street, Juneau Alaska 99801 phone 907-586-9788, fax 586-5774, ("Consultant").

Witnesseth:

Whereas, CBJ desires to engage the Consultant for the purpose of rendering certain Professional Design services, and

Whereas, the Consultant represents that it is in all respects licensed and qualified to perform such services;

Now, Therefore, the parties agree as follows:

1. CONTRACTUAL RELATIONSHIP. The parties intend that an independent Consultant/CBJ relationship will be created by this Contract. CBJ is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. Consultant is not considered to be an agent or employee of CBJ for any purpose, and the employees of Consultant are not entitled to any benefits that CBJ provides for CBJ's employees. It is understood that the CBJ does not agree to use the Consultant exclusively. It is further understood that the Consultant is free to contract for similar services to be performed for others while it is under contract with CBJ.

2. SCOPE OF SERVICE. The Consultant shall validate small cruise ship forecast market trends; evaluate opportunities for infrastructure investment; and, develop cost estimates and options through schematic design in producing a document to guide D&H for the next decade. The work may be phased to accommodate a time-line dependent upon available funding. Upon receipt of the final deliverable, D&H may elect to amend the scope of services to include planning, permitting through final design and construction documents of specific elements including Bidding, Construction Administration, Inspection, and other related services.

The scope of services is anticipated to include but not limited to the following milestones/deliverables:

- Confirmation of electrical plans established in the 2016 *Shore Tie Power Feasibility Study Report*.
- Detailed engineering analysis of cruise ship vessels' shore-side power

Professional Design Services Contract
DH20-037
Cruise Ship Berth Electrification

connections.

- Cost estimates to construct electrical infrastructure required to power the Alaska Steamship and/or Cruise Ship Terminal Docks.
- Consultation with the design team of the Sub-Port Lot.
- Development of conceptual drawings, up to 35% Design efforts, of electrical infrastructure necessary to deliver power to Alaska Steamship and/or Cruise Ship Terminal Docks.
- Consult with the electric utility to understand potential impacts of electrification to one or more cruise ship docks to Juneau rate payers.
- Coordinate with the electric utility to evaluate and recommend a rate structure D&H could charge a VLCS utilizing a shore connection while in port if D&H is the electric customer.

The product of the Consultant's work will be phased and managed as specific milestones/deliverables are achieved. Future design elements, bidding assistance, construction administration, and inspection services may be amended to the contract if desired by the Port Director as result of final deliverables.

3. PERSONNEL, EQUIPMENT, SUPPLIES, AND LICENSES.

- (A) Except as noted, the Consultant represents that it has or will secure at its own expense all personnel, equipment, and supplies required in performing the services under this Contract.
- (B) All of the services required hereunder will be performed by the Consultant or under its supervision.
- (C) None of the work or services covered by this Contract shall be subcontracted without prior written approval of CBJ.
- (D) Consultant warrants that it is fully licensed under all applicable local, state, and federal laws to perform the services to be provided hereunder.

4. TIME OF PERFORMANCE. The services of the Consultant are to commence as soon as the Notice to Proceed has been received. It is anticipated and desired by D&H to receive the final deliverable within 9 months of Notice to Proceed, estimated to be April 1st, 2021.

5. COMPENSATION. Fees are negotiated and result in a not-to-exceed time and materials contract \$226,895 and as agreed to in Appendix B. The contract fees will be based on the proposed billing rates for the life of the contract, unless adjustments are approved in writing by CBJ.

6. REPORTING. The CBJ's representative for this Contract shall be Carl Uchtyl, the Port Director. CBJ shall not be liable for Consultant's expenses incurred in reliance on directions received from any other municipal officer or employee. The Consultant's representative shall be Ben Haight, owner. Reliance by CBJ on representations by any other person shall be at CBJ's own risk.

7. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, except causes beyond the control of the Consultant, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract; or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall have the right to terminate this Contract by giving

written notice to the Consultant of such termination and specifying the effective date thereof, at least ten days before the effective date of such termination. In that event, all finished or unfinished documents, or other data, in whatever form, prepared by the Consultant under this Contract shall, at the option of CBJ, become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and materials, not to exceed the Contract amount.

8. TERMINATION FOR CONVENIENCE OF CITY. CBJ may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty days before the effective day of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the CBJ become its property, and the Consultant will be paid an amount not to exceed the sum set forth in each Project Agreement for work satisfactorily completed on or before the date of termination, less payments of compensation previously made.

9. CHANGES. The CBJ may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon in writing before they will be regarded as part of this Contract.

10. EQUAL EMPLOYMENT OPPORTUNITY. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

11. CONFLICTS OF INTEREST. Consultant agrees that no employee of CBJ who has exercised or will exercise any authority over the specifications, procurement, supervision or payment for this Contract, and no member of the employee's immediate family, has had or will have any direct or indirect financial interest in this Contract. If the Consultant learns of any such interest, the Consultant shall without delay inform the CBJ Attorney or one of the officers specified in Paragraph 6.

12. ETHICS. Consultant shall discharge its duties fairly, impartially and maintain a standard of conduct that competently serves the CBJ and the interests of the CBJ. Consultant shall at all times exercise unbiased judgement when performing its duties under this contract.

13. PUBLIC RELATIONS. Consultant shall issue press releases, respond to press inquiries, make public speeches, appear on broadcast media or otherwise engage in public relations regarding the project only with the specific approval of the CBJ Port Director.

14. ELECTED OFFICIALS. The Consultant shall respond to project-related inquiries from elected officials by providing impartial, factual information, but shall not initiate contact or attempt to persuade an elected official to agree with any viewpoint or to take any official action. The Consultant will promptly notify the Port Director of any request by an elected official for project-related information.

15. ASSIGNABILITY. The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same without the prior written consent of the CBJ; however, claims for money due or to become due to the Consultant from the CBJ under this Contract may be assigned to a bank, trust company, or other financial institution without approval. Notice of any such assignment or transfer shall be furnished promptly to the CBJ.

16. FINDINGS CONFIDENTIAL. Any information given to or prepared by the Consultant under this Contract which the CBJ requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the CBJ.

17. IDENTIFICATION OF DOCUMENTS. All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the CBJ, shall carry a CBJ notation or logo as directed by CBJ.

18. PUBLICATION, REPRODUCTION, AND USE OF MATERIALS. No services, information, computer program elements, reports or other deliverables which may have a potential patent or copyright value produced in whole or in part under this Contract shall be subject to copyright in the United States or any other country.

If a copyright applies by law to the work produced under this Contract, that copyright will either be signed over to CBJ or CBJ will be given unrestricted license to the copyright. CBJ shall have unrestricted license to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. If this Contract includes architectural and/or engineering design services, any use of the design features or details produced under this Contract on other CBJ facilities will be at the CBJ's risk.

19. RECORDS. During performance and after termination of this Contract, each party shall make available to the other party for inspection and copying, all records, whether external or internal, having any relevance to this Contract.

20. INSURANCE REQUIREMENTS. Consultant has secured and agrees to keep and maintain in full force and effect, at its own expense, the insurance approved by CBJ Risk Management as outlined in Appendix C. At least 30 days prior to the cancellation, non-renewal or reduction in the amount of coverage, Consultant shall provide written notice to CBJ Risk Management. The Consultant's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Consultant maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Consultant.

a. Deductibles and Self-Insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by the CBJ. The CBJ may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

b. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be declared and must be before the date of the contract or the beginning of the contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least one (1) year after completion of the contract work.**

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with the Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the contract work.

21. INDEMNIFICATION. The Consultant agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit

Professional Design Services Contract

DH20-037

Cruise Ship Berth Electrification

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

22. CONSTRUCTION; INTEGRATION. All parties participated in the drafting of this Contract, and the Contract should not be construed in favor of or against any party. This Contract contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained herein; and this Contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

23. CHOICE OF LAW; JURISDICTION. This Contract shall be governed by the law of the State of Alaska. Jurisdiction shall be in the State of Alaska, First Judicial District.

24. SUCCESSORS. This Contract shall be binding upon the successors and assigns of the parties.

25. PRECEDENCE OF DOCUMENTS. In the event of a conflict between the provisions of this document and its appendices, the order of precedence shall be: this document, the Project Agreement, and any appendices in alphabetical order.

26. RESPONSIVENESS. Consultant will be contacted by the Port Director to inquire of the Consultant's interest in the project. Consultant agrees to respond in writing to any request for services within two (2) working days after being contacted by the Port Director. Consultants who fail to respond within this time frame may be considered non-responsive.

In Witness Whereof the parties have affixed their signatures the date first above set out:

CITY AND BOROUGH OF JUNEAU

Carl Uchytel, P.E. Date
Port Director

HAIGHT & ASSOCIATES, INC.

Benjamin C. Haight, P.E. Date
Owner

APPENDIX A: INSURANCE REQUIREMENTS
Professional Design Services Contract
Contract No. DH20-037

INSURANCE REQUIREMENTS. The Consultant has provided certification of proper insurance coverage, including certificate(s) of insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required in this agreement, to the City and Borough of Juneau.. Failure of CBJ to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CBJ to identify a deficiency from evidence that is provided shall not be construed as a waiver of the obligation of the Consultant to maintain the insurance required by this contract.

Consultant agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Commercial General Liability Insurance. The Consultant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the Consultant. This amount must be at least \$1,000,000 per occurrence, and \$2,000,000 aggregate. **This insurance policy is to contain, or be endorsed to contain, additional insured status for the CBJ, its officers, officials, employees, and volunteers.** If Additional insured status is provided in the form of an endorsement to the Consultant's insurance, the endorsement shall be at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Workers Compensation Insurance. If required by Alaska Statute (see Alaska Statute 23.30), the Consultant must maintain Workers Compensation Insurance to protect the Consultant 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 the Consultant's firm, the Consultant's subconsultants and assignees, and anyone directly or indirectly employed to perform work under this contract. The Consultant must notify the City as well as the State Division of Workers Compensation immediately when changes in the Consultant's business operation affect the Consultant's insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of \$100,000 per injury and illness, and \$500,000 policy limits. Consultant also agrees to provide evidence of Longshore and Harbor Worker's Insurance and Jones Act coverage if applicable to the work required. **If the Consultant is exempt from Alaska Statutory Requirements, the Consultant must provide written confirmation of this status in order for the CBJ to waive this requirement.**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles \$1,000,000 combined single limit coverage.

Professional Liability. The Consultant must maintain Professional Liability insurance in an amount not less than one million dollars (\$1,000,000) aggregate to protect the CBJ from any claims or damages for any error, omission, or negligent act of the Consultant, the Consultant's firm, employees, or sub-consultants, which results in a financial loss to the CBJ.

APPENDIX B: COMPENSATION
Professional Design Services Contract
Contract No. DH20-037

Hourly Rates

Hourly rates shall remain the same for the life of this contract including all amendments, unless the Consultant requests a rate increase.

Hourly rates are established in Haight & Associated proposal dated May 19, 2020 paragraph 3.7.1.

Method of Payment

Monthly Payable within 30 days of receipt of an invoice and progress report stating the amount of services completed.

Consultant Invoice Requirements

- Itemized invoices must be submitted that indicate the services performed.
- Invoices for this contract must be submitted separately from invoices for services performed under any other contract(s).

Compensation Based on Time and Materials

Compensation is based on time and materials, the following shall apply:

Compensation shall be computed based on the hourly billing rates, approved by the CBJ Port Director, times the actual number of hours spent in the performance of services. The hourly billing rate for each employee is the amount to be paid to the Consultant, and is full compensation for all salary, benefits, taxes, overhead and profit. There shall be no additional compensation for overtime, weekend, or holiday work.

Compensation for subconsultants shall be equal to the amounts actually paid to sub-consultants hereunder plus a negotiated mark-up percentage.

Compensation for expenses shall be an amount equal to reimbursable expenses approved in advance by the CBJ Port Director, necessary and reasonably incurred and actually paid by the Consultant in the performance of the services hereunder. No markup allowance is allowed. Reimbursable expenses are expenses that are unique to the performance of the services under the Contract and generally contemplate the purchase of outside ancillary services, such as mailing and delivery charges for submittal of drawings, specifications and reports, long distance telephone calls, rentals of equipment, travel and local transportation, meals and lodging on overnight trips.

Reimbursable expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement reimbursable expenses do not include amounts for, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

The Consultant shall obtain the CBJ Port Director's written approval prior to making expenditures for reimbursable expenses in excess of \$500 per specific expenditure and for all overnight trips which are reimbursable expenditures as set forth above. The Consultant shall substantiate all billings for reimbursable expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

The Consultant shall keep, and cause any sub-consultants to keep, daily records of the time spent in the performance of services hereunder by all persons whose billing rates will be the basis for compensation as well as records and receipts of reimbursable expenditures hereunder. Failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder.

The CBJ shall have the right to inspect all records of the Consultant, and of any sub-consultants, pertaining to this project. Records shall be maintained by the Consultant and sub-consultants for a period of three years after completion of services.

When travel is necessary as part of the professional design services to be provided, the following shall be followed:

- ◆ Airline tickets should be purchased at the 14 day advanced purchase price. The CBJ will not pay for First Class travel. Any deviation shall be approved in writing in advance by the CBJ Port Director.
- ◆ Per diem meal allowance shall be: \$60.00 (\$12.00 for breakfast, \$16.00 for lunch and \$32.00 for dinner).
- ◆ The Consultant shall stay at the hotel with a daily rate not to exceed \$125.00.
- ◆ Travel agent fees, tips, alcohol or bar tabs shall not be paid by the CBJ.
- ◆ Car rental, parking, and taxi fees shall be reasonable and not excessive. This reimbursement is for services in Juneau only. Parking fees, etc. outside of Juneau will not be reimbursed.

Fee Proposal:

Juneau Cruise Ship Dock Electrification Study

DH20-037

19 June 2020



Task No.	Description	HAI	PND	AEE	MG	Task Totals
1	Review - Present Document	\$8,400	\$3,720	\$2,560	\$2,290	\$16,970
2	Analysis - Cruise Ship Vessels	\$5,600	\$6,045	\$3,200	\$3,340	\$18,185
3	Analysis - AEL&P Substation	\$16,440	\$0	\$640	\$1,010	\$18,090
4	Preliminary Design	\$18,060	\$25,800	\$0	\$0	\$43,860
5	Impact - Major Electrical Projects	\$10,400	\$0	\$18,560	\$10,900	\$39,860
6	Impact - Cruise Ship Electrification	\$8,000	\$0	\$9,600	\$6,670	\$24,270
7	Rate Structure Analysis - Docks & Harbors	\$3,600	\$0	\$640	\$11,370	\$15,610
8	Cost Impact - Cruise Lines	\$5,600	\$0	\$6,400	\$5,470	\$17,470
9	Effect - Air Quality	\$3,600	\$0	\$0	\$0	\$3,600
Final	Report & Presentations	\$8,800	\$7,830	\$8,000	\$4,350	\$28,980
	Subtotal - Fees	\$88,500	\$43,395	\$49,600	\$45,400	
	Total Fee					\$226,895



APPENDIX C: ABBREVIATED SCOPE OF SERVICES
Professional Design Services Contract
Contract No. DH20-037

Abbreviated Scope of Services	HAI	PND	AEE	MG
Task No. 1: Review Present Documents				
• Gather and review present documents	X	X	X	X
• Kick-off meeting	X	X	X	X
Task No. 2: Cruise Ship Vessel Analysis				
• Meeting No. 1, Team & Cruise Ship Industry introductions	X	X	X	X
• Meeting No. 2, Cruise Ship Industry ship configurations	X	X		
• Team meetings	X	X	X	X
• Correspondence & reports	X	X	X	X
Task No. 3: AEL&P Substation Analysis				
• Meeting No. 1, Team & AEL&P introductions	X		X	X
• Meeting No. 2, T&D substations and feeders	X			
• Drawings	X			
• Analysis	X			
• Construction Cost Estimates	X			
• Team meetings	X			
• Correspondence & reports	X			
Task No. 4: Preliminary Design – Cruise Ship Docks				
• Meeting, Cochran Marine	X	X		
• CBJ Docks site plans	X	X		
• Shore-tie float plans and details	X	X		
• Single line diagrams	X			
• Control diagrams	X			
• Construction cost estimates	X	X		
• Team meetings	X	X		
• Correspondence & reports	X	X		
• Submittal & D&H review meeting	X	X		
• Final submittal	X	X		
Task No. 5: Major Electrical Project impacts				
• AEL&P Meeting No. 3, Generation group - energy capacity	X		X	X
• Meetings – New large energy consumers	X		X	X
• Meetings – Independent Power Producers	X		X	X
• Analysis	X		X	X
• Team meetings	X		X	X
• Correspondence & reports	X		X	X

Abbreviated Scope of Services

HAI PND AEE MG

Task No. 6: Cruise Ship Electrification Impacts

• Follow-up meetings, AEL&P	X		X	X
• Follow-up meetings, Cruise Ship Industry	X		X	X
• Follow-up meetings, Independent Power Producers	X		X	X
• Analysis	X		X	X
• Team meetings	X		X	X
• Correspondence & reports	X		X	X

Task No. 7: Rate Analysis – D&H

• Follow-up meetings – AEL&P	X			X
• Analysis	X			X
• Team meetings	X		X	X
• Correspondence & reports	X			X

Task No. 8: Cost Impact – Cruise Ship Industry

• Meeting No. 3, Cruise Ship Industry	X		X	X
• Follow-up meetings, Cruise Ship Industry	X		X	X
• Analysis	X		X	X
• Team meetings	X		X	X
• Correspondence & reports	X		X	X

Task No. 9: Air Quality

• Meeting, ADEC	X			
• Follow-up meeting, Cruise Ship Industry	X			
• Analysis	X			
• Correspondence & reports	X			

Final Task: Report & Presentations

• Report draft, submittal, & review	X	X	X	X
• D&H Board Presentation	X	X	X	X
• Final report, submittal, & review	X	X	X	X
• Assembly Presentation	X	X	X	X

Juneau

A Case for Full AAPA Membership



American Association of Port Authorities 703.684.5700



Seaports Deliver

AAPA
www.aapa-ports.org

American Association of Port Authorities

AAPA was established in 1912

- AAPA connects, informs and unites maritime industry partners and solutions providers facing the demands of a global economy.
- AAPA fosters collaboration among Public Port Authorities, Industry Solution Providers and allied groups. We do this through:
 - Legislative and Policy support
 - Congressional Outreach
 - Education and Training, PPM
 - Networking and one on one interaction
- Full AAPA membership will enhance Port Juneau's opportunities to access Federal funds for infrastructure development, and increase its' recognition in the public port community.





Value Proposition for Membership in AAPA

“In Washington If your not at the table, your on the menu”

1. **“Growing the Pot” of available Federal Funds for Ports:**

- ✓ Insight into ongoing advocacy efforts conducted by AAPA staff on Federal funding (grant) programs for ports like PIDP, DERA, BUILD, INFRA, Coastal Resilience, & Marine Highway
- ✓ Insight into ongoing advocacy efforts by AAPA staff for Federal loan programs like CRISI, RRIF, & TIFIA
- ✓ NOFO briefings on programs with Federal Agencies

2. **COVID-19 Relief Efforts for Ports:**

- ✓ Current efforts with Congress to secure ‘grant in aid’ relief for public ports in any subsequent coronavirus relief package
- ✓ Testimony in front of House T&I Subcommittee on May 29th
- ✓ Help ports maintain a “state of readiness” for economic recovery
- ✓ 50M in CARES Act for Alaska’s fisheries



3. Participation in AAPA Technical Committees such as the Cruise Committee:

- ✓ As a Top 10 US Cruise Port, Juneau's voice should be heard
- ✓ Current efforts to mobilize cruise ports operational preparedness for resumption of services related to health and safety
- ✓ Input into AAPA advocacy issues relevant to cruise or other cargo sectors

4. Participation in fortnightly "Issues Spotting" best practices teleconference with other port leaders from across the country:

- ✓ Solution sharing interactions
- ✓ Identification of key issues for pursuit at Federal level



5. Professional Development, Seminars & Conventions:

- ✓ Annual Convention and Spring Conference
- ✓ State of Education and Networking Seminars (now pivoting to Virtual Platforms with *AAPA Anywhere*)
- ✓ Professional Port Manager Certification (PPM)
- ✓ Industry Recognized Port Certificate (IRPC)



Pacific States Marine Fisheries Commission

Accessibility



PSMFC INFO

PROGRAMS

RESOURCES

PROCUREMENTS

CONFERENCES

COMMISSION MEMBERS

CONTACT

[Home](#) > CARES Act - The Coronavirus Aid, Relief, And Economic Security Act.



CARES Act - The Coronavirus Aid, Relief, and Economic Security Act.

The Coronavirus Aid Relief and Economic Security (CARES) Act identified \$300 million for fisheries and aquaculture. The PSMFC has been notified by the Department of Commerce that they will be assisting fishery participants affected by COVID-19 in Alaska, Washington, California, Oregon, Hawaii, American Samoa, Guam, Commonwealth of the Northern Mariana Islands (CNMI), Federally Recognized Tribes in Alaska, and Federally Recognized Tribes on the West Coast. For information about the GSMFC and ASMFC plans, please click on the following links: <https://www.gsmfc.org/cares-act.php> and <http://www.asmfc.org/home/cares-act-resources>.

Current Status as of May 22, 2020

The Commission staff is submitting a grant application to NOAA for the funds and once approved will begin the process for distributing the funds. In the meantime, Commission staff is working with the states, tribes, and territories to provide guidance on developing spend plans consistent with the CARES Act and NOAA's guidance. The spend plans must describe the main categories for funding, including direct payments, fishery-related infrastructure, fishery-related education that address direct and indirect COVID-19 impacts to commercial fishermen, charter businesses, qualified aquaculture operations, subsistence/cultural/ceremonial users, processors, and dealers. Please note, for the purposes of Sec. 12005 funding, businesses farther down the supply chain including vessel repair business, restaurants, or seafood retailers are not considered "fishery-related businesses." Each spend plan must be reviewed and approved by NOAA.

Upon receipt and approval of the individual spend plans, the Commission staff will work with the states and territories to communicate and disseminate information, applications, and other correspondence to fishery participants for requesting funds. We will work with the entities on the best avenues for distributing correspondence using various associations and agency contacts. Specific deadlines will be established in which all applications must be received and it will be noted that late applications **will not** be accepted.

Over the next few weeks, we will be updating the website with Agency and Primary contacts. In addition, we will be providing additional guidance on the overall process and estimated timelines for the application process and distribution of funds.

Summary of Allocations**	
Entity	Allocation of Sec. 12005 Funding
Alaska	\$50,000,000
Washington	\$50,000,000
California	\$18,350,586
Oregon	\$15,982,827
Federally Recognized Tribes on the West Coast	\$5,097,501
Hawaii	\$4,337,445
American Samoa	\$2,553,194
Federally Recognized Tribes in Alaska	\$1,000,000
Guam	\$1,000,000
Commonwealth of the Northern Mariana Islands	\$1,000,000

**Final award amounts will be different due to Hollings and other assessments.

Additional Information

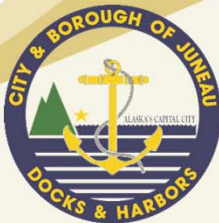
[NOAA Fisheries: Commerce Secretary Announces Allocation of \\$300 Million in CARES Act Funding](#)

At this time, applications are not available. As details become available, we will update our website.

If you have questions please e-mail cares@psmfc.org or toll-free at 877-695-3457.

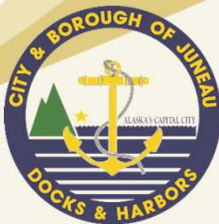
Small Cruise Ship Infrastructure Master Planning Update

Presentation by Erich Schaal, P.E. Port Engineer
Dick Somerville, P.E. PND Engineers



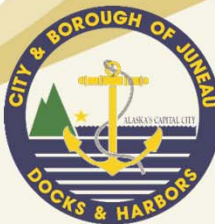
Request for Proposals Recap

- November 2018 - Request for proposal was advertised
- February 2019 - PND Engineers was selected (only proposer)



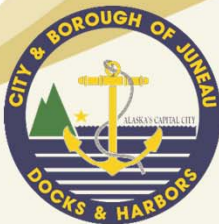
Project Team

- PND Engineers – Project Lead, Marine Design
- McDowell Group – Market and Economic Analysis
- Corvus Design – Facility Inventory and Planning Documents
- Marine Exchange of Alaska – Vessel Traffic and Nav Assessment
- NorthWind Architects – Renderings and Graphics



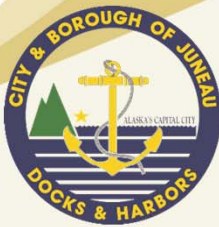
Project Outcomes

- Identify small cruise ship forecast and market trends
- Evaluate opportunities for infrastructure investment
- Develop cost estimates and infrastructure options through schematic design
- Produce a master plan document to guide D&H for the next decade



Project Schedule/Milestones

- July 2019 – Facility Inventory field work began
- February 2020 – The Market Assessment and Economic Analysis completed
 - D&H reservations and fleet data was compiled to identify unmet capacity and identify facility size requirement
- March 2020 – Top site schematics began
- June 2020 – Top site schematic results shared
- July thru Sept 2020 – Public Involvement
- Oct thru Nov 2020 – Draft Final Master Plan Creation

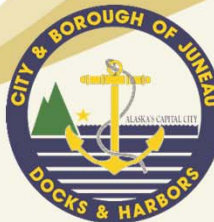


Project Deliverables

- Borough wide review and Facility Inventory site visits
- Site Capability Matrix
- Market Assessment and Economic Analysis
- Top locations for possible development
- Provide Juneau Small Cruise Ship Master Plan 2020 Document

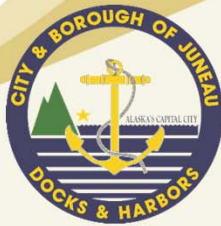
LEGEND		REGULATORY	BIOPHYSICAL	TRANSPORTATION			UTILITIES								
	Compatible/no or limited issues		Not applicable/not present												
	Some concerns that need to be addressed/resolved/above average costs		Can be overcome/resolved with higher than typical costs												
	Incompatible/significant concerns/high costs		Sites with highest compatibility												
PROPOSED SITE		Allowable Zoning	Environmental Permitting	Impacts to Sensitive Sites/Environmental Concerns	Low Slope Site	Acceptable Wetland/Current Channel	Geotechnical Site Stability	Required Deep Water Access	Neighborhood Character	Road Service	Existing Coach Transportation	Pedestrian Service	Electrical Service	Sewer Service	Water Service
1	Little Rock Dump														
2	National Guard Dock														
3	Intermediate Vessel Float														
4	Inside Cruise Ship Terminal														
5	Port Field Office														
6	Seadrome Dock														
7	NOMAU/ADFAG Dock														
8	Gold Creek/Outport														
9	Harris Harbor														
10	Aurora Harbor														
11	Norway Point														
12	Douglas Harbor														
13	Auke Bay Marine Station														

LEGEND		SITE					COSTS		VISITOR EXPERIENCE						
	Compatible/no or limited issues		Not applicable/not present	Availability of Needed Land	No Safety Obstacles/Concerns	Compatible/Usable Existing Infrastructure	Compatible/Usable Existing Upstream Facilities	Compatible to Adjacent Uses	Site Upstream Costs	Marine Facilities Costs	Existing Costs	Alignment to Maritime (Bills of Lading)	Located Near Businesses (Bills of Lading)	Positive Site Experience	Area is Not Congested
	Some concerns that need to be addressed/resolved/above average costs		Can be overcome/resolved with higher than typical costs												
	Incompatible/significant concerns/high costs		Sites with highest compatibility												
PROPOSED SITE															
1	Little Rock Dump														
2	National Guard Dock								\$						
3	Intermediate Vessel Float														
4	Inside Cruise Ship Terminal														
5	Port Field Office														
6	Seadrome Dock		\$						\$	\$					
7	NOM/ADFAG Dock														
8	Gold Creek/Subport								\$	\$	\$				
9	Harris Harbor								\$	\$	\$				
10	Aurora Harbor											\$			
11	Norway Point														
12	Douglas Harbor														
13	Auke Bay Marine Station		\$						\$	\$					



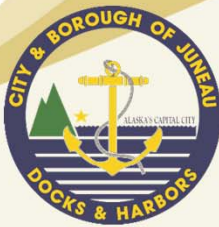
Site Development - Key Findings from the Market Study & D&H Data Base

- The McDowell Market Study revealed that the small cruise lines prefer to be located in the central downtown waterfront. Their reasons are proximity to services, shopping, amenities, hotels, bars, restaurants, general convenience & walkability throughout downtown.
- D&H assessed its past reservations, fleet data base & projected itineraries and has estimated a need for 700 LF of new moorage capacity to service the demand without having to turn away vessels.

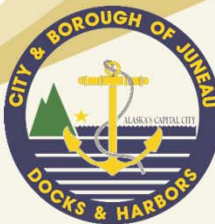


Top site locations assessed for possible development

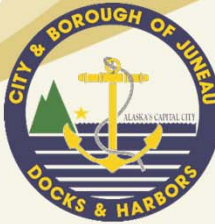
- Auke Bay (even though not downtown)
- Little Rock Dump
- Douglas Harbor
- Harris Harbor
- NCLH / USCG Support
- NOAA/Seadrome – emerging as D&H prelim. preferred site



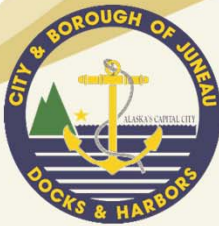
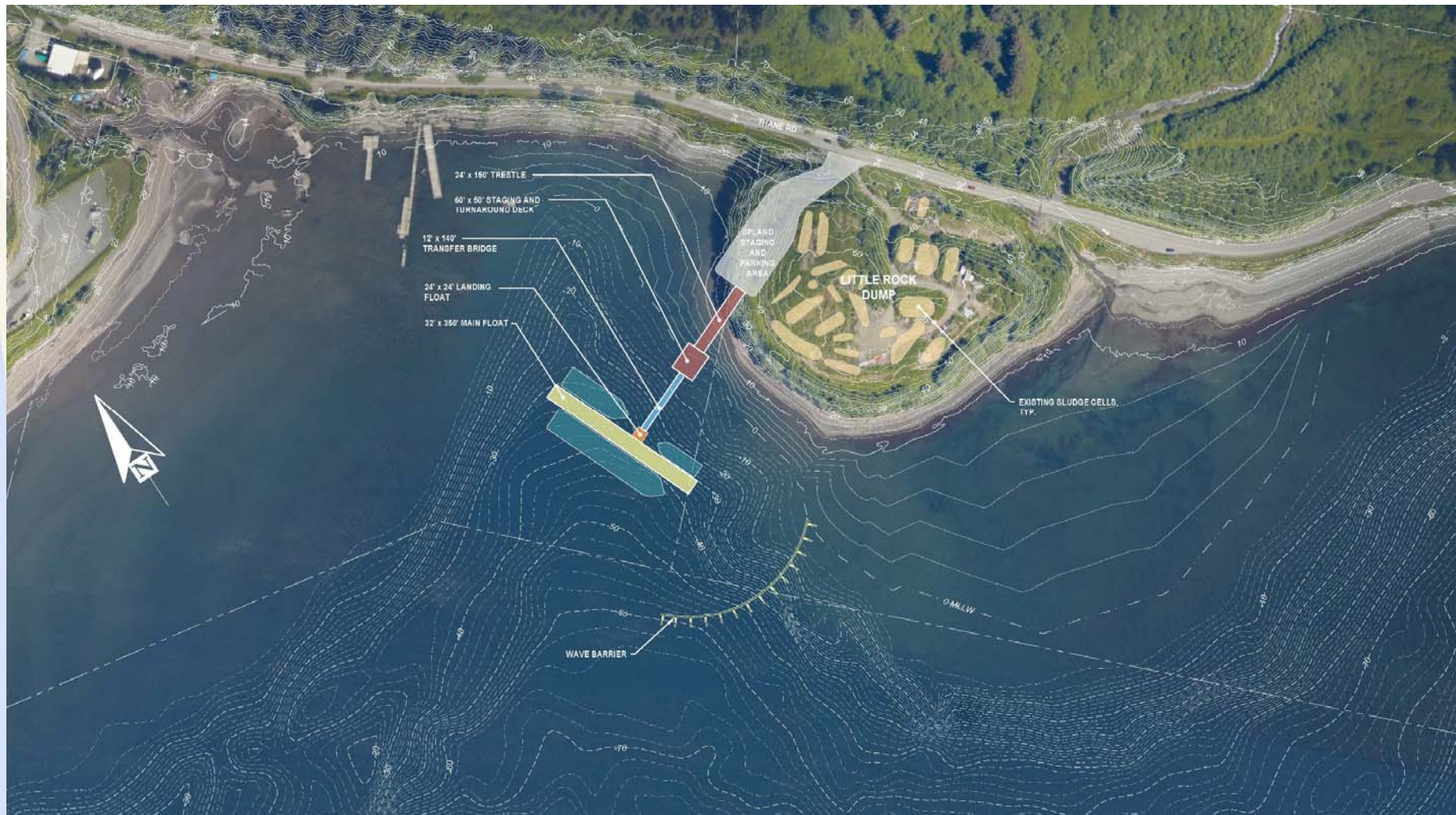
Auke Bay



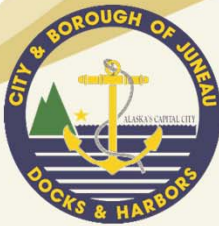
Top Downtown Vicinity Sites



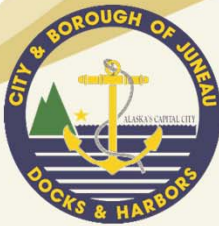
Little Rock Dump



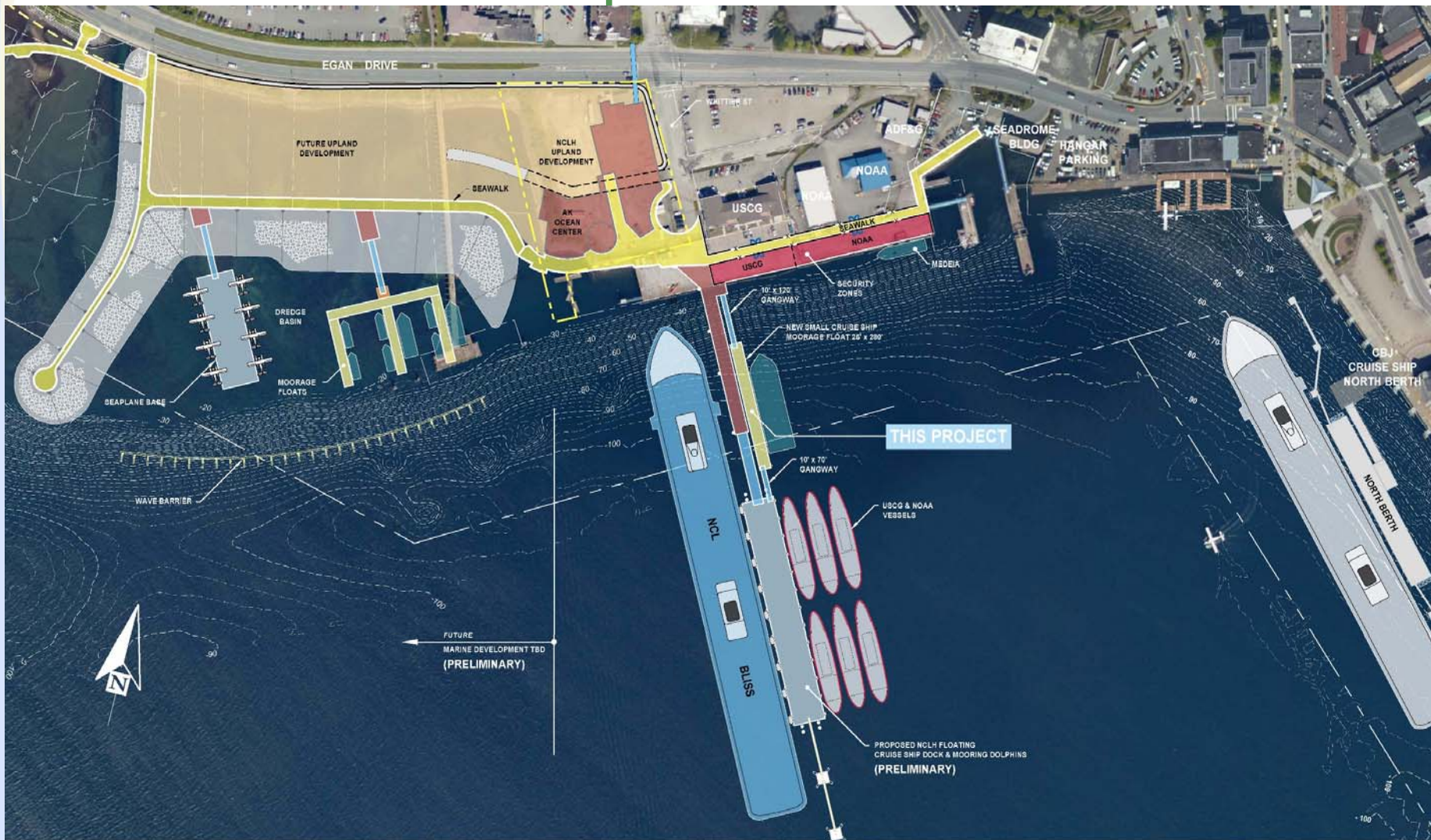
Douglas Harbor



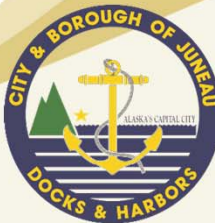
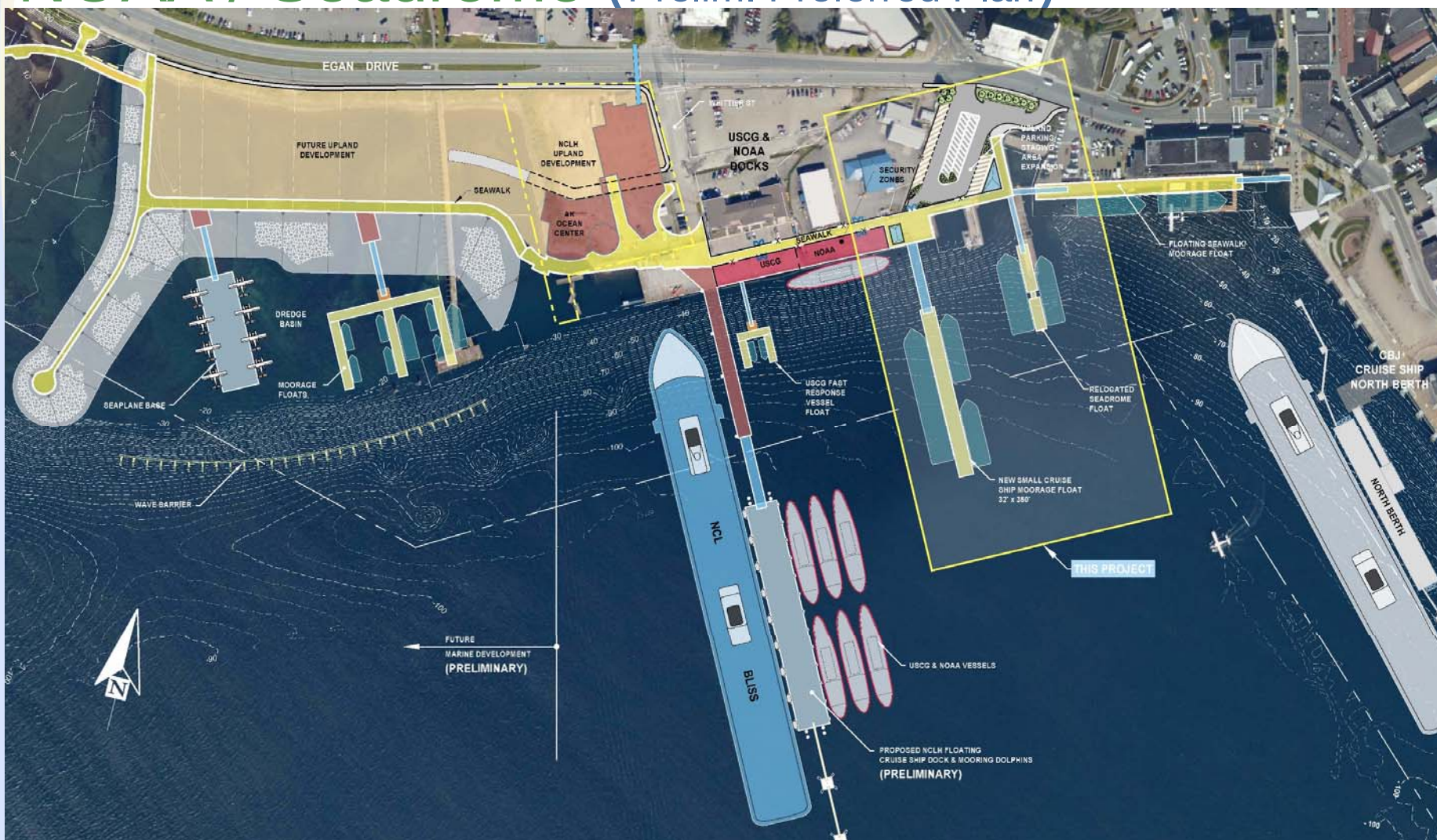
Harris Harbor



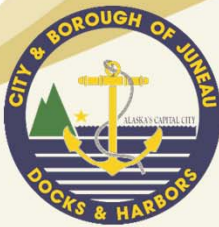
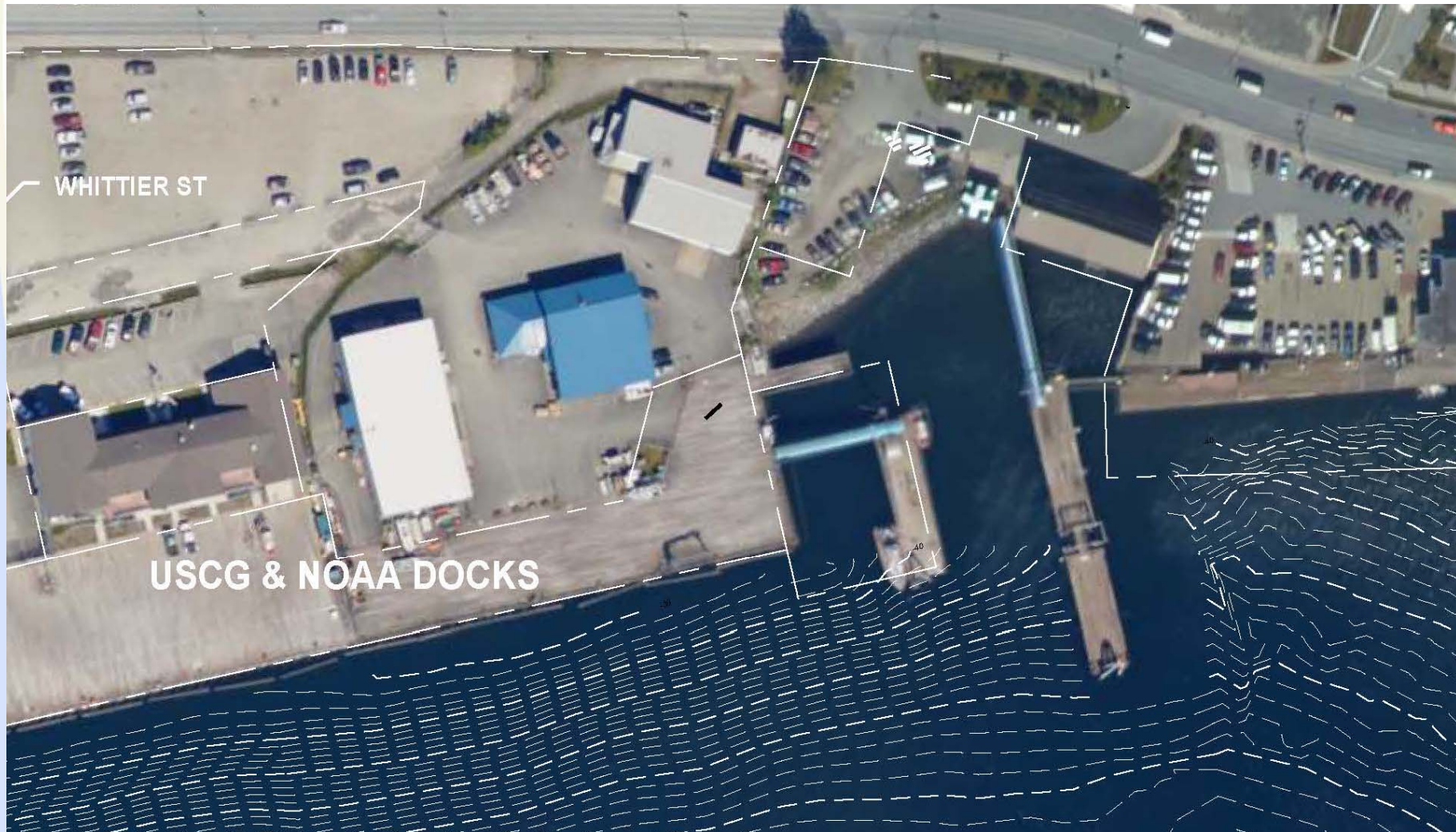
NCLH / USCG Support



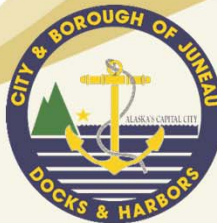
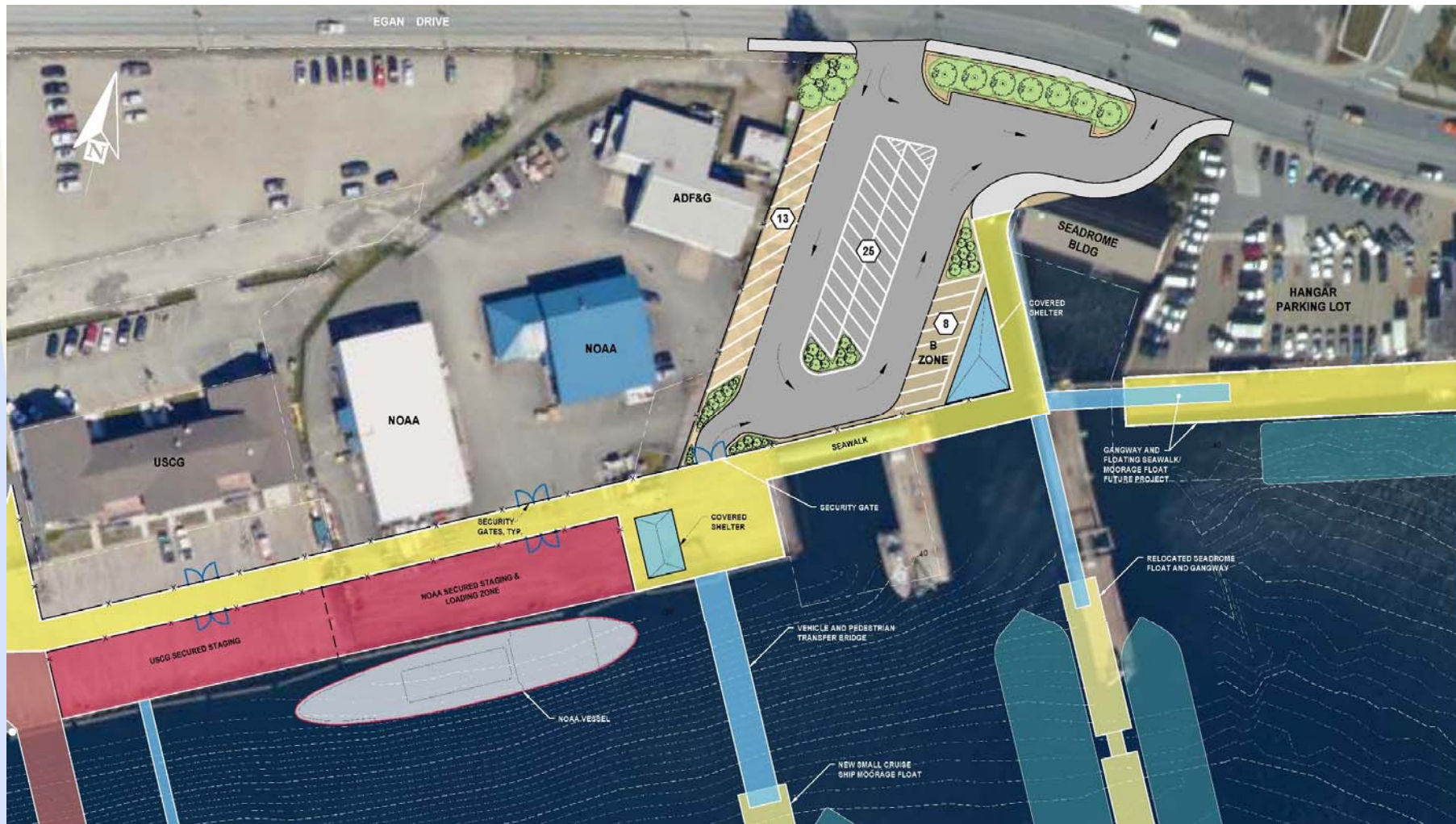
NOAA / Seadrome (Prelim. Preferred Plan)



NOAA / Seadrome Existing Uplands

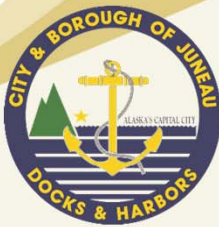


NOAA / Seadrome Developed Uplands



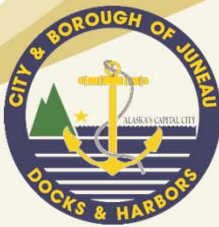
NOAA / Seadrome Facility Advantages

- Provides 700 LF Moorage
- Provides ample uplands for parking, staging & pedestrian circulation
- Provides flexibility for Seawalk extension
- Meets small cruise lines objectives for central downtown location
- Has preliminary support from NOAA and Goldbelt although many details would need to be worked out to move this forward.



Next Steps

- Receive D&H Board feedback
- Schedule public involvement opportunities
- Compile public comments
- Complete master plan document



Questions?

