



**EXCEPTIONAL USE AGREEMENT FOR THE VALDEZ CIVIC CENTER
BY ALYESKA PIPELINE SERVICE COMPANY
FOR EMERGENCY RESPONSE OR SIMULATION DRILLS**

The City of Valdez (CITY), a municipal corporation, and Alyeska Pipeline Service Company (ALYESKA) acting as Agent for and on behalf of the Owners of the Trans-Alaska Pipeline System, (OWNERS) hereby enter into this Agreement (AGREEMENT) on October 21, 2025, whereby the CITY will from time-to-time make available to ALYESKA Ballrooms A, B, and C, the Conference Rooms A, B, and C or other as available at the Valdez Civic Center (CIVIC CENTER) for Emergency Response or Simulation Drills.

A. TERM

The term of this Agreement shall be three (3) years, effective as of October 21, 2025 and shall remain in full force and effect until October 21, 2028, unless terminated by either ALYESKA or the CITY. Either party may cancel this Agreement by giving sixty (60) days written notice to the other party, providing that the cancellation does not occur during the ninety (90) day use period as identified in section C.1. of this document.

All usage of the CIVIC CENTER will be subject to the following:

B. GENERAL GUIDELINES, RATES AND POLICIES

1. All usage of the CIVIC CENTER is subject to this Agreement and the CITY's current terms and conditions. A separate "APPLICATION FOR USE" will be completed and submitted to the CITY for each response or simulation episode. Current room rental rates and associated rates for related services and packages will be charged. An information packet showing current commercial rental rates, "package" rates, and special services fees is available on demand. Items or services not listed may be negotiated separately with CIVIC CENTER Director. Normal rental fees do not infer CIVIC CENTER responsibility to provide for specialized power source, communication or other unusual needs. Charges, if any, for actual use of the CIVIC CENTER under this agreement shall be invoiced monthly to either the owner company upon authorized request, or:

Alyeska Pipeline Service Company
P.O. Box 196606
Anchorage, AK 99519-6606
Attn: Accounts Payable, MS #503
Reference CONTRACT 104974, VA1042

2. All notices under this Agreement shall be sent by certified/registered mail to the parties at their respective addresses set forth below or by an acknowledged electronic transmitted message (e.g. facsimile). The addresses of the parties are as follows:

ALYESKA

Alyeska Pipeline Service Company
P.O. Box 196660, MS 530B
Anchorage, AK 99519-6660
Attn: Contracts Manager
Telephone No.: (907) 787-8015
Facsimile No.: (907) 787-8087

CITY

City of Valdez
Civic Center Manager
P.O. Box 307
Valdez, AK 99686
Telephone No.: (907) 835-4440
Facsimile No.: (907) 835-2472

3. During an Emergency Response, ALYESKA will provide at least one (1) security person in the main lobby at all times ALYESKA is on site at the CIVIC CENTER. Prior arrangements may be made for a bonded guard(s) to stay on site over and above normal usage hours to guard ALYESKA equipment only. Equipment security personnel are not authorized to allow any access or use of building by non-CIVIC CENTER staff. If security or other concerns negate non-ALYESKA entry or use of other areas of the building, ALYESKA will be charged full rental rates for those areas normally otherwise for rent. CIVIC CENTER does not provide security, secretarial, reception, or general labor to ALYESKA. Minimal reproduction equipment is available on a shared basis and will be charged at the current price per page.
4. ALYESKA will abide by all current CIVIC CENTER policies including, but not limited to, clean up and removal of all ALYESKA equipment or items at the termination of the event, and responsibility for restitution for any damage - over and above normal usage - caused by any ALYESKA employees or contractors. Under no circumstances are there to be any modifications to walls, floors, or equipment; or, are other systems to be attached to walls, floors or equipment without prior written CIVIC CENTER approval.
5. Under no circumstances are any hazardous materials to be stored in rented areas of the CIVIC CENTER. No storage is provided; if a room is used for set up or storage only, the full daily rental rate will be charged.
6. If twenty-four (24)-hour usage of the CIVIC CENTER is necessary, the following rules will apply:
- a. A memo from ALYESKA to the CIVIC CENTER Director requesting twenty-four (24) hour access for the specific dates, and notification of the name and number of the security company and contact person should be provided at least seven (7) working days prior to the event, if possible. CIVIC CENTER will make every effort to have staff on duty at all times requested. However, at no time is the building to be left without either CIVIC CENTER staff on duty or prior arrangements made for two security employees as noted below.
 - b. If CIVIC CENTER staff availability is limited, the hours from 12:00 a.m. (Midnight) through 8:00 a.m. may be covered by a minimum of two employees of a licensed and bonded security firm. If facility access is needed during the night hours, and CIVIC CENTER staff is not available, ALYESKA assumes responsibility for the safety and wellbeing of all private and public personnel and the CIVIC CENTER facility until CIVIC CENTER staff is on site. Prior arrangements must be made for minimum facility safety training of guards. This training is provided by the CIVIC CENTER staff and covers familiarization of the facility including fire alarms, access doors, etc. In the event no

CIVIC CENTER personnel is on duty, the security personnel may not allow access to the CIVIC CENTER to non-CIVIC CENTER personnel unless those security personnel on duty have received familiarization training from CIVIC CENTER staff.

7. ALYESKA, in cooperation with Copper Valley Telephone, may pre-wire in the CIVIC CENTER 100 pair cables for telephone and data circuits, which will be dedicated solely to ALYESKA during its occupancy of the CIVIC CENTER. As installed, the CITY may use these extra pair cables at other times, at the CITY's sole expense. ALYESKA alone may modify these extra pair cables. Installation or modification charges from Copper Valley Telephone will be the sole responsibility of ALYESKA. Should the CITY desire the added pair cables to be removed after ALYESKA occupancy, ALYESKA will be responsible for all costs related to such removal.
8. ALYESKA must provide the Civic Center with one contact person with authority to make final decisions. If separation of authority, then prior to the event, ALYESKA must provide an authorized contact, i.e., the person who has final responsibility for decisions regarding the following:
 - a. Set up for rooms/logistics
 - b. Technical set up and logistics
 - c. PR/media needs
 - d. Catering needs
 - e. Security
 - f. Billing/expenditure authority
9. CIVIC CENTER policies, rates and fees are revised as needed with final approval by the Valdez City Council. Copies of revisions will be sent to the ALYESKA VBU Contract Administrator for reference. ALYESKA will comply with the CIVIC CENTER policies, service fees and rental rates in effect at the time of use confirmation of the facility. If technical needs require a CIVIC CENTER staff person to be on site between midnight and 8:00 a.m., an additional hourly charge (at the current rate) will be assessed for each needed staff person hour. The rate of one third (1/3) of the daily rental rate per night will be charged for full facility use during the period of midnight to 8:00 a.m.
10. ALYESKA agrees to defend and indemnify the CITY for all costs pertaining to claims made against the CITY for any scheduled conventions, meetings, etc., for the CIVIC CENTER due to ALYESKA's use of the CIVIC CENTER.

C. EMERGENCY RESPONSE

1. ALYESKA acknowledges that during actual emergencies, the CITY shall have priority use of all CIVIC CENTER resources, which may include uses such as a public shelter and/or the CITY's own Emergency Operations Center (EOC). The CITY agrees to consider sharing CIVIC CENTER space with ALYESKA during actual emergencies inasmuch as practical depending on the situation. As Such, ALYESKA will plan for and drill to account for this priority.
2. Subject to the limitation set forth in paragraph 1, In the event of a major emergency response requiring use of the CIVIC CENTER, and no private business, agency, or the CITY has appropriate space for rent, the CITY will make available to ALYESKA the rooms indicated above for a maximum period of ninety (90) days. The CITY and CIVIC CENTER acknowledge the importance of providing necessary space and assistance during such an urgent and stressful

situation. As the primary function of the CIVIC CENTER is for community use and conventions, ALYESKA will make every effort to vacate the premises as soon as possible.

3. ALYESKA shall have the right to assign this Agreement, for emergency response in the Prince William Sound, adjacent coastal waters, and the Gulf of Alaska, to any owner, operator, or charterer of a tank vessel that lifts Alaska North Slope crude oil at the Alyeska Valdez Marine Terminal and/or delivers fuel oil to the Valdez Marine Terminal. During the period of an assignment the assignee shall replace ALYESKA in its Agreement rights and duties. Obligations incurred by ALYESKA prior to assignment shall not be extinguished by the assignment. Authority contacts as listed above must remain valid or appropriate replacements officially designated.
4. Only in an extreme case of continued difficulties with potential harm or damage to people, facilities, or the environment, will a time extension over three months (90 days) be granted.
5. The CITY retains the paramount authority to override this Agreement and retain the use of the CIVIC CENTER by the CITY or any other organization should the CITY deem this to be in the best interest of the CITY.
6. ALYESKA agrees to defend, hold harmless, and indemnify the CITY from any and all claims arising out of ALYESKA's, or any assignees, use of the CIVIC CENTER.

D. SIMULATION (DRILL) OF EMERGENCY RESPONSE

1. The CITY will provide the CIVIC CENTER only if available for the time period requested. The CIVIC CENTER Director will accommodate requests whenever possible, but previously scheduled events will not be canceled for a simulation drill. ALYESKA will strive to request space and services (or cancel same) in a timely manner.
2. All general guidelines, rates and policies as above noted will also apply to simulation drills.

THE PARTIES HAVE CAUSED THIS CONTRACT to be executed, in duplicate originals, by their respective authorized representatives, as of the date first written above.

DATED: _____

ALYESKA PIPELINE SERVICE COMPANY
Acting as Agent for and on behalf of the
Owners of the Trans-Alaska Pipeline

By: _____
Arthur Knolle
Senior Contracting Officer

DATED: _____

CITY OF VALDEZ

By: _____
Nate Duval
City Manager

DATED: _____

CITY OF VALDEZ

By: _____
Austin Love, Mayor Pro-Tempore

ATTEST:

By: _____ Dated: _____
Sheri L. Pierce, MMC, City Clerk

APPROVED AS TO FORM:
Brena, Bell and Walker, P.C.

By: _____ Dated: _____
Jake W. Staser, City Attorney