

USE AGREEMENT  
BETWEEN CITY AND BOROUGH OF JUNEAU AND  
SOUTHEAST ALASKA GUIDANCE ASSOCIATION  
2013-2016

THIS AGREEMENT is made by and between the City and Borough of Juneau, Alaska, a municipal corporation organized and existing under the laws of the State of Alaska, hereafter referred to as "City" or "CBJ," and the Southeast Alaska Guidance Association, a nonprofit corporation licensed to do business in the state of Alaska, hereafter referred to as "SAGA."

WITNESSETH

WHEREAS, SAGA is a nonprofit corporation which provides job training, work experience, education, and life skills programs for youth, and

WHEREAS, the CBJ owns property, including a lodge building, in the area between Amalga Harbor and Eagle Harbor, which SAGA has used since 1992 and would like to continue to use as the location of its SAGA retreat center (hereafter referred to as "property" or "retreat center building"), and

WHEREAS, this agreement is authorized by Resolution of the City and Borough of Juneau, Serial No. 1937, adopted by the CBJ Assembly on June 15, 1998; and

WHEREAS, the CBJ will allow SAGA to use the property and retreat center building for the purpose of SAGA's programs and activities, and

WHEREAS, in exchange for its use of the property and retreat center building, SAGA will:

- (1) For the 2013 year, provide the CBJ with ten (10) day-long retreats at no charge in the course of the coming year, with the CBJ providing a week's notice to schedule such retreats. In addition, SAGA will provide ten (10) days each year of its work crew, as set out in Section 5 of this Agreement. Lastly, SAGA will also provide a three-day ropes course or youth adventure training to be coordinated with the Zach Gordon Youth Center, as set out in Section 5 of this Agreement.
- (2) For the 2014 – 2016 years: be responsible for maintenance of the property and retreat center building and will provide the CBJ twenty five (25) days each year of its work crew for CBJ Parks and Recreation projects, in addition to a free three-day ropes course or youth adventure training to be coordinated with the Zach Gordon Youth Center as set out in Section 5 of this Agreement.

NOW, THEREFORE, in consideration of the following terms, covenants, conditions, and agreements, the parties agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to provide SAGA use of the property and retreat center building described in Section 3 below for job training, work experience, recreation, and life skills for youth and adults. In exchange for that use:



- (1) For the 2013 year, SAGA is responsible for maintenance of the property and retreat center building, and will provide the CBJ ten (10) days each year of its work crew, as set out in Section 4 of this Agreement. In addition, SAGA will provide the CBJ with ten (10) daylong retreats at no charge in the course of the coming year, with the CBJ providing a week's notice to schedule such retreats. Lastly, SAGA will provide a free three-day ropes course or youth adventure training to be coordinated with the Zach Gordon Youth Center.;
- (2) For the 2014 – 2016 years, SAGA is responsible for maintenance of the property and retreat center building, and will provide the CBJ twenty- five (25) days each year of its work crew, as set out in Section 4 of this Agreement. In addition, SAGA will provide a free three-day ropes course for the Zach Gordon Youth Center. To the extent practicable, the property shall be open to the public.

**Section 2. Term.** This Agreement begins on the date signed by the CBJ below and shall remain in effect until December 31, 2016. If, during the term of this Agreement, SAGA fails to use the property for one year, this Agreement is automatically terminated.

**Section 3. Definitions.**

- (1) "Year" as used in this agreement is the common meaning given to the term: from January 1 until December 31.

**Section 4. Location.** The property subject to this use Agreement is approximately six acres near Amalga Harbor, a portion of U. S. Survey 1198 (H.E.S. No. 105) within the City and Borough of Juneau, Juneau Recording District, First Judicial District, State of Alaska, more particularly described as:

Beginning at Corner No. 5 of said U.S. Survey No. 1198; thence, S 00° 17' E, 1990.56 Feet to Corner No. 6 of said survey; thence, N 29° 50' W, along line 6-7 of said survey, 1731.64 feet; thence, N 60° 10' E, perpendicular to said line, 981.71 feet to the place of beginning.

The property is shown on Exhibit A, attached and incorporated into this Agreement.

**Section 5. Operations and Maintenance.**

(a) SAGA's maintenance of the retreat center building shall be performed in a manner to ensure long-term use of the building. The CBJ will determine priorities for major maintenance in consultation with SAGA on a yearly basis. Ongoing day-to-day maintenance shall be completed by SAGA as needed to ensure a safe, well-maintained facility.

(b) Planned improvements for the property and retreat center building to be performed by SAGA include purchasing and installing a domestic hot water system, and boiler as needed, accessibility improvements, driveway grading, and roof replacement and repair as needed. Other improvements envisioned in the future include additional parking for public use improvements to the driveway and various ADA improvements. SAGA is responsible for obtaining all necessary permits and authorizations and performing all work in compliance with all applicable local, state and federal laws and regulations.



(c) SAGA is responsible for and shall pay all utilities, taxes, and other costs and fees associated with its use of the property and retreat center building.

(d) SAGA will provide to the CBJ:

(i) For the 2013 year:

- a. ten (10) days each year of its work crew either the Alaska Service Corps or the Young Alaskans Building Affordable Housing (YABAH) crew) for City Parks and Recreation projects;
- b. ten (10) daylong retreats at no charge to the CBJ in the course of the coming year with the CBJ providing a week's notice to schedule retreats; and
- c. a free three-day ropes course or youth adventure training to be coordinated with the Zach Gordon Youth Center.

The SAGA Director and the Director of the City Parks and Recreation Department will meet in November of each year to develop the work plan for the following year.

(ii) For the 2014 – 2016 years:

- a. twenty-five (25) days each year of its work crew (either the Alaska Service Corps or the Young Alaskans Building Affordable Housing (YABAH) crew) for City Parks and Recreation projects; and
- b. a free three-day ropes course to Zach Gordon Youth Center.

The SAGA Director and the Director of the City Parks and Recreation Department will meet in November of each year to develop the work plan for the following year.

(e) SAGA may not lease any of the property to any person or entity, nor may SAGA allow use of the property by other agencies or organizations with the exception of the retreat center building, which may be rented to third parties. At all times, SAGA shall remain responsible for the property and facilities that are the subject of this Use Agreement.

(g) SAGA shall comply with all CBJ ordinances, regulations and rules, and with state and federal laws and regulations, that effect SAGA's activity on or associated with the property.

(h) SAGA shall not assign, transfer, convey, subcontract, or otherwise dispose of or encumber the property subject to this Agreement, or the rights thereunder, nor shall SAGA delegate any of its duties hereunder.

(i) SAGA shall obtain prior written approval from the CBJ in consultation with the Director of Parks and Recreation before significant improvements are made to the property, existing fixtures, or improvements. The cutting of trees or mining of gravel on the property are prohibited unless prior written approval is received from the CBJ.

(j) SAGA will maintain and keep the property and retreat center building in good repair, and will deliver possession of the property together with all improvements to the CBJ, immediately upon termination of this Agreement. Lessee shall allow an authorized representative of the CBJ to enter the property for inspection at any reasonable time.



(k) SAGA shall not illegally discriminate or permit discrimination based on race, color, religion, national origin, age, sex, physical or mental disability, marital status, changes in marital status, pregnancy or parenthood.

**Section 6. Insurance.** SAGA shall, during the entire term of this lease, keep in full force and effect insurance policies of the type and amount set forth below. Lessee will provide evidence of this insurance to City in a form acceptable to the City's Risk Management Officer.

(a) Commercial General Liability Insurance – SAGA shall obtain and maintain in effect commercial general liability coverage with coverage form CG0001 or equivalent, on an occurrence basis, with respect to SAGA's use of and operations on the property. Coverage will include bodily injury and property damage liability, premises and operations, contractual liability, completed operations, personal injury liability and "broad form" property damage, in an amount of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate. The policy shall include fire legal liability coverage in the amount of \$300,000 per occurrence. The insurance policy shall name the CBJ an "Additional Insured" and shall contain a clause that the insurer will not cancel or change the insurance without the first giving the CBJ prior written notice consistent with the terms of the policy.

(b) Property Insurance – SAGA acknowledges that although the CBJ carries property insurance on the Lease Premises, it is SAGA's obligation to obtain adequate insurance for protection of SAGA's fixtures or other improvements or personal property located on the Lease Premises.

(c) Workers' Compensation Insurance -- SAGA, if subject to the provisions of the Alaska Workers' Compensation Act (AS 23.30), will provide CBJ and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for workers' compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Workers' Compensation Board.

SAGA further acknowledges and agrees that in the event it fails to maintain proper workers' compensation coverage, the State will implement the provisions of AS 23.30.045(c) and City, at its option, may terminate this agreement for cause without liability. The coverage shall include Employer's Liability Protection in the amount of: \$100,000 per accident, \$500,000 policy limit, \$100,000 each employee.

(d) Business Automobile Insurance: \$1,000,000 per accident combined single limit covering owned, non-owned and hired automobiles. The insurance policy shall name the CBJ an "Additional Insured."

(e) General Conditions:

1. Insurance must be placed with commercial insurance companies licensed to do business in the State of Alaska, and which possess minimum financial standards, of AM Best Company, of A-VI or better.
2. Evidence of insurance shall be filed with the City's Risk Manager naming the City and Borough of Juneau as an Additional Insured, using Additional Insured Endorsement Form CG2010 (Form B) or equivalent. The filing of such



evidence of insurance is required; however, acceptance of such evidence or oversight in obtaining such evidence by the CBJ shall not be considered a waiver of any of these insurance requirements.

3. All insurance policies shall provide (1) that the policies shall not be canceled or the amount thereof reduced, without prior written notice consistent with the terms of the policy to the CBJ, and (2) that thirty (30) days prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.
4. All notices concerning insurance must be addressed to "Attention – Risk Manager" at the CBJ's address.
5. Any deductibles or self-insured retentions must be declared to and approved by the CBJ. The CBJ reserves the right to periodically secure audited financial statements for review.
6. It is the Lessee's obligation to obtain adequate insurance for protection of Lessee's fixtures or other improvements or personal property located on the Lease premises.

**Section 7. Hold Harmless and Indemnification.** SAGA agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Contractor'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 SAGA arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify SAGA in a timely manner of the need for indemnification, but such notice is not a condition precedent to Contractor's obligations and may be waived where the Contractor has actual notice.

**Section 8. Termination of Agreement.** Either party, at its sole discretion, may terminate this Agreement at any time upon the giving of six months written notice to the other party. At the termination of this Agreement, SAGA shall peacefully surrender the premises and shall leave the buildings, improvements, and property in a clean and safe condition.

**Section 9. Relationship with City.** SAGA is an independent organization, it is not considered an agent or employee of the CBJ for any purpose, and the employees, and members of SAGA are not entitled to any benefits that City provides for CBJ's employees. CBJ has no involvement in the internal affairs of SAGA and no responsibility to third parties conducting transactions with SAGA.

**Section 10. Notice.** Any notice required to be given under this Agreement shall be given to the other party in writing to the person and at the address, as follows:

CBJ:

Brent Fischer, Director  
Parks & Recreation  
City and Borough of Juneau, Alaska

SAGA:

Beverly Schoonover, Exec. Director  
SAGA  
PO Box 33037



155 South Seward Street  
Juneau, AK 99801  
Phone: 586-5226  
Fax: 586-5677

Juneau, AK 99803  
Phone: 790-6403

CBJ shall not be liable for SAGA's reliance on directions received from any other municipal officer or employee; SAGA shall not be liable for CBJ's reliance on directions received from any other person. Any change in the designation of representative or address shall be made to the other party in writing.

**Section 11. Inspection.** The Director of the City Parks and Recreation Department or the Director's designee shall be permitted to enter upon and inspect the property and retreat center building at all reasonable times.

**Section 12. Warranties.** SAGA acknowledges that CBJ has not made any representations or warranties concerning its fitness for any purpose concerning the property or retreat center building, nor are any rights or obligations relative to the property or retreat center building created except as are stated or referred to in this Agreement.

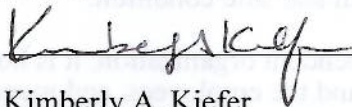
**Section 13. Compliance with Laws and Regulations.** SAGA shall conduct its activities on the property in compliance with all federal, state, and local laws, ordinances, rules and regulations now or hereafter in force, which may be applicable to such activities.

**Section 14. Merger.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and signed by authorized representatives of both parties.

**Section 15. Agreement Execution.** CBJ and SAGA agree and sign below. This Agreement is not effective until signed by City.

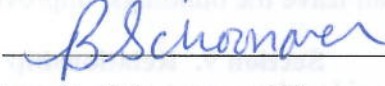
CITY AND BOROUGH OF JUNEAU:

Date: 4/3/2014

By:   
Kimberly A. Kiefer  
City and Borough Manager

SOUTHEAST ALASKA  
GUIDANCE ASSOCIATION:

Date: 03/25/2014

By:   
Beverly Schoonover, Director  
Southeast Alaska Guidance  
Association

ACKNOWLEDGMENT

STATE OF ALASKA       )  
                                      : ss.  
First Judicial District    )

This is to certify that on the 25 day of March, 2014, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, appeared Kimberly A. Kiefer, to me known to be the City Manager of the City and Borough of Juneau, Alaska, a municipal corporation, which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal on the day and year in this certificate first above written.

STATE OF ALASKA  
OFFICIAL SEAL  
Veeraya R. Branum  
NOTARY PUBLIC  
My Commission Expires: 6-15-2015



Veeraya R Branum  
Notary Public in and for the State of Alaska  
My Commission Expires: 6-15-2015

ACKNOWLEDGMENT

STATE OF ALASKA       )  
                                      : ss.  
First Judicial District    )

This is to certify that on the 25 day of March, 201<sup>4</sup>~~3~~, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, appeared Beverly Schoonover, to me known to be the Director of the Southeast Alaska Guidance Association, a corporation, which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that she signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal on the day and year in this certificate first above written.

STATE OF ALASKA  
OFFICIAL SEAL  
Veeraya R. Branum  
NOTARY PUBLIC  
My Commission Expires: 6-15-2015



Veeraya R Branum  
Notary Public in and for the State of Alaska  
My Commission Expires: 6-15-2015

Content Approved by: [Signature], Parks and Recreation Department  
Form Approved by: [Signature] 3/26/14, Law Department  
Risk Management Review: [Signature] 3/26/14, Risk Management

ACKNOWLEDGMENT  
STATE OF ALASKA  
First Judicial District

This is to certify that on the 25 day of March 2014, before me, undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, appeared a person, (Name) in the presence of the City and Borough of (Name), a corporation, which executed the above and foregoing instrument, who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation, who were obliged to me that she signed the same freely and voluntarily on behalf of said corporation. I, the undersigned, believe the foregoing to be true.

WITNESS my hand and official seal on the day and year in this certificate first above written.

STATE OF ALASKA  
OFFICIAL SEAL  
Veronica R. Brennan  
NOTARY PUBLIC  
My Commission Expires 12-15-2015

Veronica R. Brennan  
Notary Public in and for the State of Alaska  
My Commission Expires 12-15-2015

ACKNOWLEDGMENT  
STATE OF ALASKA  
First Judicial District

This is to certify that on the 25 day of March 2014, before me, undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, appeared a person, (Name) in the presence of the City and Borough of (Name), a corporation, which executed the above and foregoing instrument, who on oath stated that she was duly authorized to execute said instrument on behalf of said corporation, who were obliged to me that she signed the same freely and voluntarily on behalf of said corporation. I, the undersigned, believe the foregoing to be true.

WITNESS my hand and official seal on the day and year in this certificate first above written.

STATE OF ALASKA  
OFFICIAL SEAL  
Veronica R. Brennan  
NOTARY PUBLIC  
My Commission Expires 12-15-2015

Veronica R. Brennan  
Notary Public in and for the State of Alaska  
My Commission Expires 12-15-2015





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Shattuck and Grummett Insurance 301 Seward St.  Juneau AK 99801		<b>CONTACT NAME:</b> Debora Roberts <b>PHONE (A/C No. Ext):</b> (907) 586-2414 <b>FAX (A/C No.):</b> (907) 586-3770 <b>E-MAIL ADDRESS:</b> debbie@sginc.com	
<b>INSURED</b> Southeast Alaska Guidance Association, DBA: SAGA PO Box 33037 Juneau AK 99803		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co <b>INSURER B:</b> Alaska National Insurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 13/14 G1, AU, WC, UMB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		PHPK1037803	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		PHPK1037803	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB425077	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	13FWW86879	6/16/2013	6/16/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVC Activites - Amalga Meadows

Certificate Holder is an Additional Insured for any and all work performed for the City & Borough of Juneau.

Excluded from Workers Compensation: Officers and Volunteers

This Certificate is a representation of the named insured's coverage as of the date shown. Shattuck & Grummett Insurance makes no representation that these coverage's comply with or fully satisfy any insurance or indemnity requirements in any contract, written, oral, or implied.

**CERTIFICATE HOLDER**

City & Borough of Juneau Risk Manager 155 S. Seward St. Juneau, AK 99801	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Debora Roberts/DEBBIE <i>Debora Roberts</i>

