

**COOPERATIVE RESOURCE MANAGEMENT AGREEMENT  
BETWEEN  
THE ALASKA DEPARTMENT OF NATURAL RESOURCES  
AND  
PETERSBURG BOROUGH  
FOR  
MANAGEMENT AND MAINTENANCE  
OF THE  
GREEN'S CAMP UNIT,  
BANANA POINT BOAT LAUNCH RAMP  
AND  
WILSON CREEK ACCESS SITE**

**ADL 105894**

This agreement is made and entered into between the Alaska Department of Natural Resources, Division of Mining, Land and Water, hereinafter referred to as DNR, and the Petersburg Borough, hereinafter referred to as the Borough.

**I. PURPOSE OF AGREEMENT**

To cooperatively manage and maintain the Green's Camp Unit, the Banana Point Boat Launch Ramp and the Wilson Creek Access Site for public recreational purposes including camping, boating and sport fishing access.

The boat launch ramp and access site are shown in Attachment A. The Green's Camp Unit is shown in Attachment B.

**II. AUTHORITY**

DNR, pursuant to AS 41.23.050 – AS 41.23.080 and AS 38.05.027, has management authority for the Ernie Haugen Public Use Area and the authority to enter into cooperative resource management agreements with a municipality. DNR is the owner of the land and associated improvements within the public use area.

The Borough, pursuant to Resolutions 1286-R and 1327-R, has the authority to undertake minor maintenance.

### **III. COVENANTS OF THE DEPARTMENT OF NATURAL RESOURCES**

DNR does hereby agree:

1. To allow the Borough to maintain the Green's Camp Unit, the Banana Point Boat Launch Ramp and Wilson Creek Access Site within the Ernie Haugen Public Use Area.
2. To include the access sites in any management plan developed under AS 41.23.060.

### **IV. COVENANTS OF THE BOROUGH**

The Borough does hereby agree:

1. To perform all minor maintenance necessary to keep the Green's Camp Unit, Banana Point Boat Launch Ramp and Wilson Creek Access Site open to the public. Services shall include trash collection, cleaning and pumping of outhouses, and other minor maintenance needed to keep the sites clean and in a good state of repair. Services provided during winter months may be reduced to a level commensurate with winter recreational use.
2. The Borough agrees to defend, indemnify, and hold harmless the State of Alaska, its agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties, and damages, arising out of, in connection with, or incident to any action or omission under this Agreement by the Borough, its agents, employees, contractors, subcontractors, or licensees, including attorney fees and litigation costs. The Borough assumes the risk and liability for its activities and those of its agents, employees, contractors, subcontractors, licensees, or invitees directly or indirectly related to this Agreement, including environmental and hazardous substance risk and liability. This provision shall be valid and enforceable only to the extent of the negligence or willful misconduct of the Borough, or the Borough's agents, employees, contractors, subcontractors, or licensees, the intent being that each party is responsible for its own negligent acts or omissions or willful misconduct, or that of its agents, employees, contractors, subcontractors, or licensees. This indemnification provision and its terms shall survive the termination of this Agreement and shall hold the State harmless for any unsafe or hazardous conditions occurring on State land interests defined in this Agreement resulting from the Borough's negligent acts or omissions or

willful misconduct, or that of its agents, employees, contractors, subcontractors, or licensees.

**V. IT IS MUTUALLY AGREED THAT:**

1. The primary purpose of the Green's Camp Unit is recreational camping. The primary purpose of the Banana Point Boat Launch Ramp and the Wilson Creek Access Site is to provide recreational boating and sport fishing access to marine waters. No change in these uses shall be made nor shall any of the sites be closed to the public without the mutual, written approval of DNR and the Borough.
2. The effective date of this agreement shall be the date of final signature by DNR.
3. This agreement shall remain in effect until December 31, 2025.
4. This agreement supersedes and replaces the previous Cooperative Resource Management Agreement for ADL 105894, which was in effect from 2008 to 2017.
5. Either party may terminate its involvement in this agreement by written notice to the other party at least 90 days in advance of the date on which the termination is to become effective.
6. Either party may enter into separate agreements for maintenance or related purposes, provided that they support the primary purpose of recreational boating and sport fishing access.
7. Either party may undertake additional improvements to the ramp or access site provided such improvements do not diminish the sites' primary purposes of recreational camping, boating and sport fishing access or result in high maintenance costs. All proposed improvements shall be reviewed and approved by both parties to this agreement in writing prior to construction.
8. DNR may authorize and collect appropriate fees for any commercial use of the Green's Camp Unit, Banana Point Boat Launch Ramp or Wilson Creek Access Site. Written authorization from DNR shall be a prerequisite for such commercial use.

9. Neither party shall assign, let, or sublet, either by grant or implication, the whole or any part of the sites without the written consent of the other party. The rights and responsibilities vested in each party by this agreement shall not be assigned without the written consent of the other party.
10. Agents and employees of each party shall act in an independent capacity and not as officers, employees, or agents of the other party in performance of this agreement.
11. Funding for major maintenance (including site grading) or repair of casualty damage will be negotiated on a case-by-case basis. Each party's share of such funding shall be contingent on the availability of funds.
12. Nothing in this agreement shall obligate either party to the expenditure of funds or future payments of money.
13. Nothing in this agreement transfers title or land jurisdiction.
14. Each party agrees that it will be responsible for its own acts and the results thereof, and neither party shall be responsible for the acts of the other party; and each party agrees it will assume to itself risk and liability resulting in any manner under this agreement.
15. No elected or appointed official shall be admitted to any share or part of the agreement, or to any benefit that may arise therefrom.
16. Each party will comply with all applicable laws, regulations and statutes.
17. Nothing herein is intended to conflict with federal, state or local laws, regulations or statutes. If there is a conflict, this agreement will be amended at the first opportunity to bring it into conformance with the conflicting law, regulation or statute.
18. Policy and position announcements relating specifically to this cooperative agreement may be made only with the consent of both parties.
19. Signs shall be maintained at each access site identifying the site as part of the Ernie Haugen Public Use Area, under the management authority of DNR. The Borough will be acknowledged as providing maintenance of the access sites.

20. This agreement may be revised as necessary by mutual consent of the parties, through the issuance of a written amendment signed and dated by the parties.

21. All approvals and notices required under this agreement shall be written, and shall be sent to:

Southeast Region Manager  
Division of Mining, Land and Water  
Alaska Department of Natural Resources  
P.O. Box 111020  
Juneau, AK 99811-1020

Borough Manager  
Petersburg Borough  
P.O. Box 329  
Petersburg, AK 99833

22. This agreement is complete and has no other encumbrances, addenda, attachments, or amendments, with the following exceptions:

Attachment A, Access Site Boundary and Development Plan (2 pages)  
Attachment B, Green's Camp Unit

-- Signature Page Follows --

**FOR THE ALASKA DEPARTMENT OF NATURAL RESOURCES:**

\_\_\_\_\_  
Martin Parsons  
Director, Division of Mining, Land and Water

\_\_\_\_\_  
Date

**FOR THE PETERSBURG BOROUGH:**

\_\_\_\_\_  
Petersburg Borough Manager

\_\_\_\_\_  
Date