



CITY OF PETERSBURG
P.O. BOX 329 • PETERSBURG, ALASKA 99833
TELEPHONE (907) 772-4519
FAX (907) 772-3759

September 24, 2008

Chas A. Dense
Alaska Department of Natural Resources
Division of Mining, Land & Water
PO Box 111020
Juneau, Alaska 99811-1020

Cc: Kathy O'Rear, Petersburg City Clerk

Re: Cooperative Resources Management Agreement ADL 105894
Green's Camp Unit, Banana Point Boat Ramp and Wilson Creek Access Site

Dear Mr. Dense,

Please find enclosed a fully executed original copy of referenced agreement. I'm sending a digital copy to you e-mail account.

I was authorized to sign this agreement by Resolution 1866 approved by the Petersburg City Council at a meeting held September 22, 2008; a copy of which is attached to the agreement.

Sincerely,

Richard Underkofler
Petersburg City Manager

CITY OF PETERSBURG, ALASKA

RESOLUTION # 1866

Offered by: Hickman

Supported by: Sarff

**A RESOLUTION APPROVING AN AGREEMENT WITH THE ALASKA DEPARTMENT OF
NATURAL RESOURCES FOR THE MANAGEMENT AND MAINTENANCE OF THE
GREEN'S CREEK CAMP UNIT, THE BANANA POINT BOAT LAUNCH RAMP AND THE
WILSON CREEK ACCESS SITE**

WHEREAS, cooperative agreements have expired with the Alaska Department of Natural Resources (DNR) for the management and maintenance of the Green's Camp Unit, the Banana Point Boat Launch Ramp and Wilson Creek Access Site; and

WHEREAS, an agreement has been proposed that would supersede two previous agreements: an agreement for the Banana Point Boat Launch Ramp and Wilson Creek Access Site authorized by Resolution 1286-R; and an agreement for the Greens Creek Camp Unit authorized by Resolution 1327-R; and

WHEREAS, the City's obligation pursuant to the agreement would be limited by funds it may receive from state and federal agencies; and

WHEREAS, said agreement has been recommended for approval by the City Manager, has been approved as to form by the City Attorney and has been signed by the authorized representative of the State; and

WHEREAS, it is now necessary for the City Council to formally authorize execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City Manager is hereby authorized to sign an Agreement with the Alaska Department of Natural Resources, a copy of which is attached and incorporated herein by reference.

PASSED and APPROVED by the City Council of the City of Petersburg, Alaska this 22nd day of September 2008.

CITY OF PETERSBURG, ALASKA

ATTEST:

Al Dwyer, Mayor

Kathy O'Rear, City Clerk

**COOPERATIVE RESOURCE MANAGEMENT AGREEMENT
BETWEEN
THE ALASKA DEPARTMENT OF NATURAL RESOURCES
AND
THE CITY OF PETERSBURG
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 City of Petersburg, hereinafter referred to as the City.

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 City, 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 City 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 and to review and revise such plan as conditions warrant.

IV. COVENANTS OF THE CITY

The City 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.

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 City.
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, 2017.
4. This agreement supersedes and replaces in their entirety two previous agreements:

- a. Memorandum of Understanding between Alaska Department of Natural Resources, Division of Land and the City of Petersburg for Construction and Maintenance of Green's Camp Unit, Ernie Haugen Public Use Area, Petersburg, June 8, 1993; DNR case file number ADL 107187.
 - b. ADF&G COOP 93-017, Cooperative Agreement Between Alaska Department of Fish and Game, Alaska Department of Natural Resources [and] City of Petersburg for Access Site Management and Maintenance, effective April 19, 1993, expired December 31, 2007; DNR case file number ADL 105894.
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. The parties acknowledge that the sites lie outside of the corporate boundaries of the City, and that the City's obligations pursuant to this Agreement are limited by the funds it may receive from state and federal agencies. There is no expectation that the City will expend its own funds on the improvement, maintenance, repair or operation of facilities at the site.
14. Nothing in this agreement transfers title or land jurisdiction.
15. 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.
16. No elected or appointed official shall be admitted to any share or part of the agreement, or to any benefit that may arise therefrom.
17. Each party will comply with all applicable laws, regulations and statutes.
18. 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.
19. Policy and position announcements relating specifically to this cooperative agreement may be made only with the consent of both parties.
20. 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 City will be acknowledged as providing maintenance of the access sites.
21. 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.

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

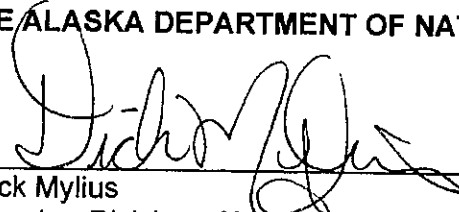
Southeast Region Manager
Division of Mining, Land and Water
Alaska Department of Natural Resources
P.O. Box 111020
Juneau, AK 99811-1020

City Manager
City of Petersburg
P.O. Box 329
Petersburg, AK 99833

23. 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

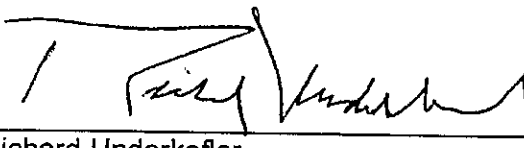
FOR THE ALASKA DEPARTMENT OF NATURAL RESOURCES:



Dick Mylius
Director, Division of Mining, Land and Water

9-8-08
Date

FOR THE CITY OF PETERSBURG:

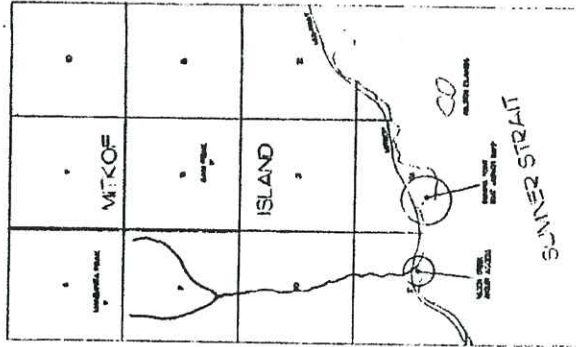
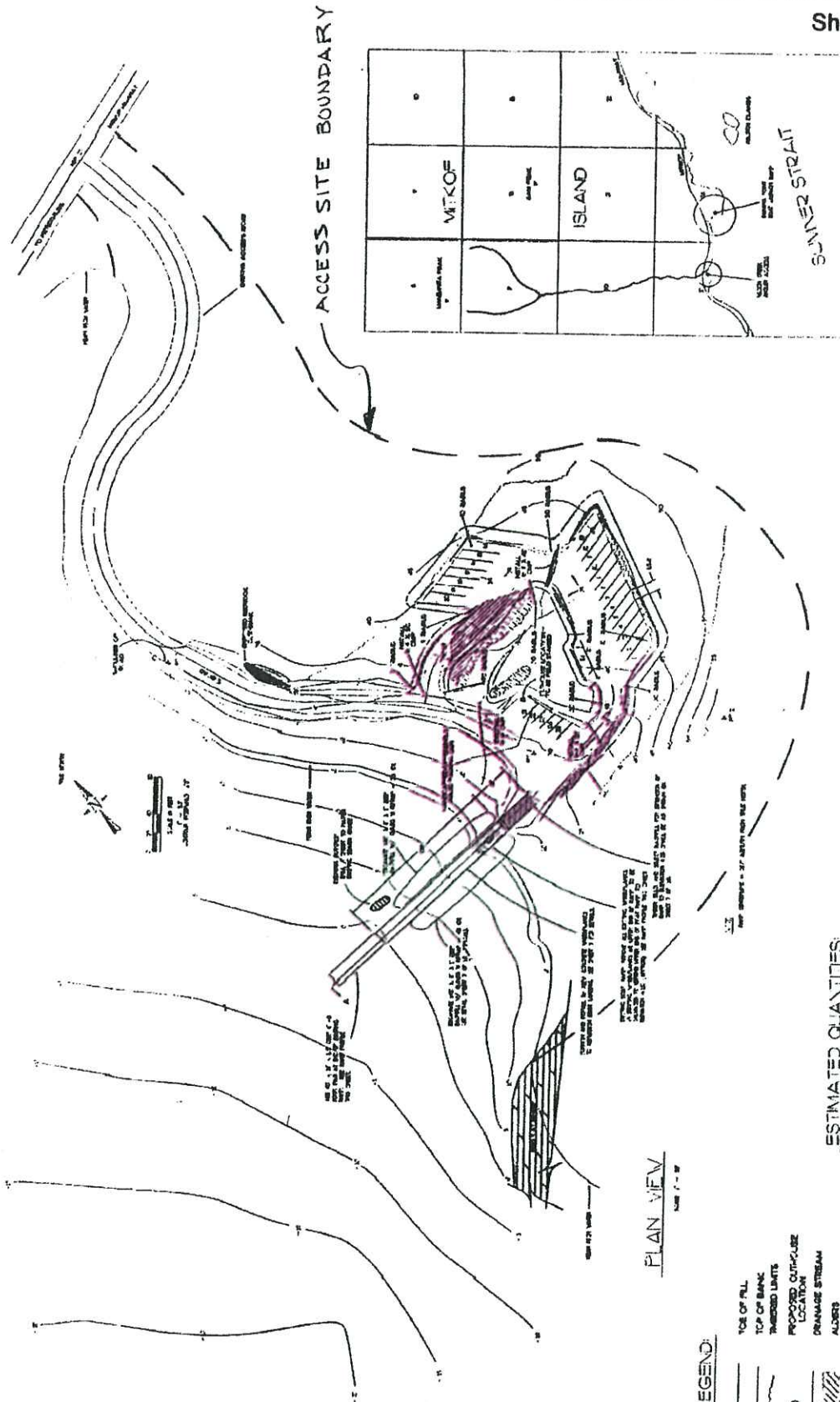


Richard Underkofler
City Manager

9/22/08
Date

ADL 105894 - ATTACHMENT A

Sheet 1 of 2



1/10/11 M.L.P.

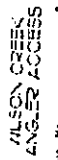
LEGEND

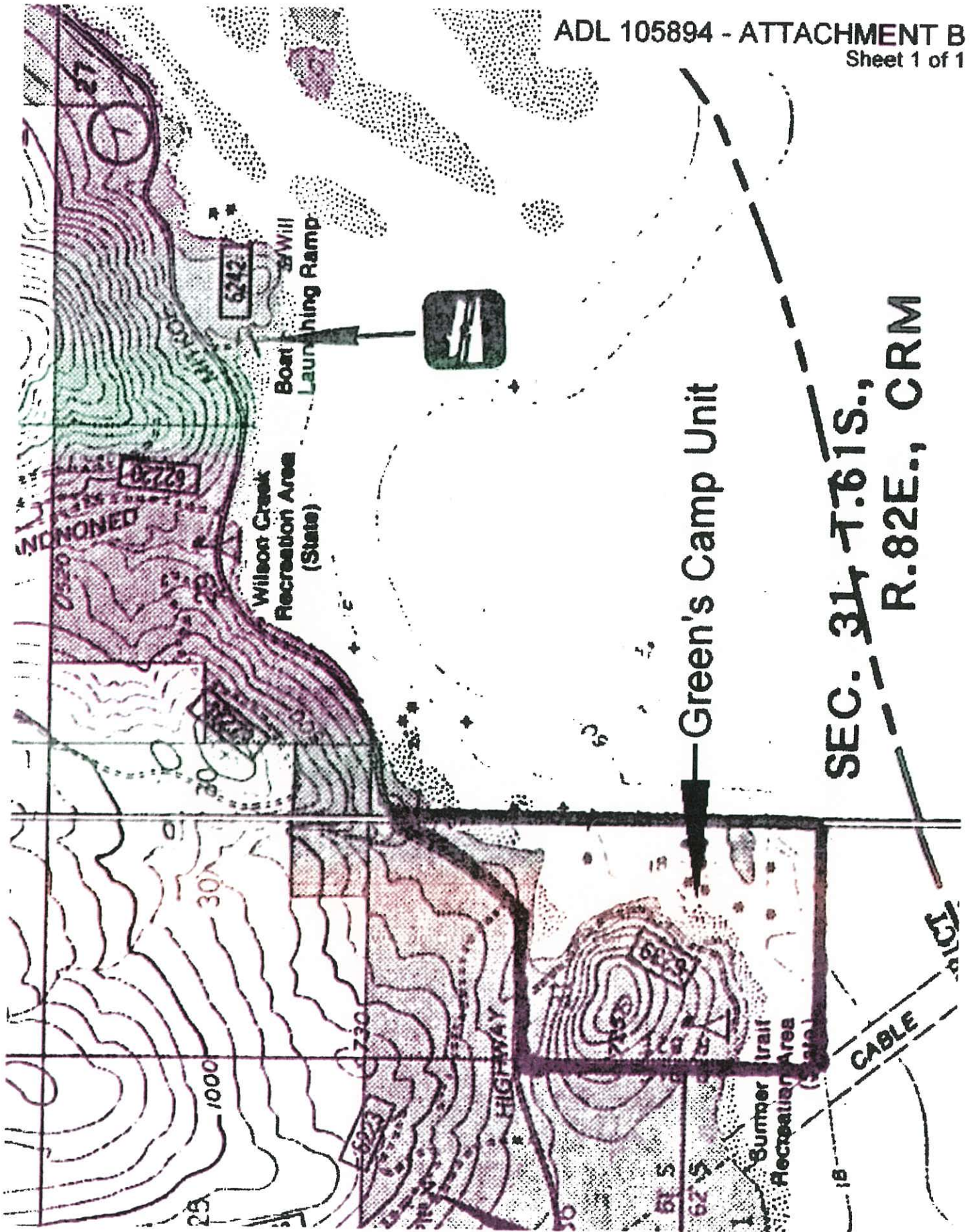
- TOP OF FILL
- TOP OF BANK
- PAVED UNITS
- PROPOSED CUT-FILL
- LOCATION
- DRAINAGE STREAM
- ALBERT
- CONCRETE
- BRICK
- CLEARING UNITS
- CUT BANK

ESTIMATED QUANTITIES

- CLEAR & GRUB - 65 ACRES
- EMBANKMENT - 65 ACRES
- EXCAVATION - 65 ACRES
- ROADWAY EMB - 100 CY
- HALL - 100 CY
- 1" CAP - 100 CY
- 10" WALL - 100 CY
- 10" CY

Sheet 2 of 2





SEC. 31, T.61S.,
R.82E., CRM