

Presented by: The Manager
Introduced: 06/04/2007
Drafted by: J.W. Hartle

RESOLUTION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2411(b)

A Resolution Authorizing the Manager to Negotiate and Enter into an Agreement With the Juneau Arts and Humanities Council for the Management of the Armory Building.

WHEREAS, the Juneau Arts and Humanities Council (JAHC), is a non-profit arts administration organization; and

WHEREAS, the JAHC mission is to provide cultural opportunities for the community of Juneau and surrounding Southeast communities; and

WHEREAS, the CBJ expects to be acquiring the site of the former National Guard Armory in the near future; and

WHEREAS, the CBJ has no other short term need for the Armory structure; and

WHEREAS, arts organizations in Juneau have a chronic need for performance and exhibit space; and

WHEREAS, to manage use of the Armory by arts organizations, the CBJ will sign a five-year agreement and lease with JAHC to manage the Armory as a community arts facility; and

WHEREAS, under the proposed lease, the JAHC will pay the yearly operational costs to operate the Armory building.

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Authorization. The Assembly hereby authorizes and directs the Manager to negotiate and enter into an agreement with the Juneau Arts and Humanities Council for the management of the Armory building.

Section 2. Terms and Conditions. The following shall be the terms and conditions of the lease, as may be amended by the Manager as necessary:

1. The term shall be one year with four one-year renewals.
2. JAHc agrees to:
 - a. Pay for all utilities, including heat, water and sewer, electrical;
 - b. Pay CBJ \$1,745 monthly for building maintenance services to be adjusted yearly;
 - c. Provide trained staffing in the building when the public is using the building;
 - d. Rent the facility to arts organization users. Fees to be reviewed by the CBJ;
3. CBJ agrees to:
 - a. Provide insurance on the facility as long as JAHc ensures that its staff follows outlined procedures and receives building-specific training per the CBJ Risk Manager.
4. Other facility improvements needed for the esthetic, sound, or client purposes will be paid for by JAHc.
5. Future major improvements, *e.g.*, roof work, mechanical work, etc., will be addressed by both CBJ and JAHc. CBJ and JAHc will seek grants and other funding options to complete the work.
6. Such other terms as the Manager finds to be in the public interest.

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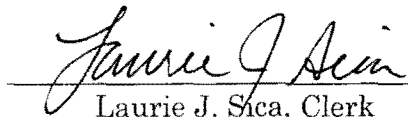
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Section 3. Effective Date. This resolution shall be effective immediately upon adoption.

Adopted this 4th day of June, 2007.


Bruce Botelho, Mayor

Attest:


Laurie J. Sica, Clerk