

**JOINT USE AGREEMENT**  
Between  
**ALASKA ARMY NATIONAL GUARD**  
and  
**UNIVERSITY OF ALASKA SOUTHEAST**

This **JOINT USE AGREEMENT** (MOA) is made and entered into by and between the **UNIVERSITY OF ALASKA SOUTHEAST**, hereinafter referred to as “UAS” and the **ALASKA ARMY NATIONAL GUARD**, hereinafter referred to as “AK ARNG” in accordance with the Land Lease Agreement #2507 between the parties hereto dated May 31, 2002. This Joint Use Agreement covers the allocation of space, use, and costs, as well as the management and operation of the joint use facility during occupancy. This agreement is subject to the underlying lease agreement.

**BACKGROUND**

Recreational opportunities are critical to campus life at UAS. For over 15 years, the UAS master plan has anticipated a recreational complex on the undeveloped land downhill from student housing.

The AK ARNG contacted UAS officials in mid-2000, explaining that it had been planning a new readiness facility and vehicle maintenance complex for Juneau for several years. The Guard’s existing facility is outdated and located on valuable downtown Juneau leasehold property.

The parties have agreed in separate agreements that the UAS will construct the facility, and state government will own the building, but not the underlying land after construction. The parties hereby allocate uses and operating costs between the UAS and the AK ARNG in this joint-use agreement.

### **MANAGEMENT COMMITTEE**

The parties hereby establish a Management Committee to oversee management of the joint use aspects of the facility, including use, operations and maintenance of joint use space and allocation of facility costs.

Each party will appoint a building representative and a management representative to the Management Committee. Any representative may delegate participation in any meeting to another. Each party may change committee members at any time by written notice to the other. Action of the committee is not valid unless three of the four members of the committee agree. In the event that less than three of the four members agree on an issue, any two members can elevate the issue to top management within their organization.

The Building Representatives will manage the day to day building scheduling and operations subject to the authority of the management committee.

### **ANNUAL FACILITY BUDGET**

The Management Committee will prepare an estimated annual budget for the joint operation of the facility prior to September 15 of each year for the fiscal year which begin the following July 1. Such budgets are subject to approval and funding by each party.

### **MULTI-YEAR CAPITAL PLAN**

The Management Committee will prepare a multi-year capital plan each year beginning in the third year of occupancy. The annual preparation of the plan shall be coordinated to accommodate each party's internal budget preparation schedules. The Management Committee capital plan will at a minimum describe the projects and project costs required to keep the facility in "like new" condition.

### **ROUTINE OPERATING COSTS**

The parties may annually renegotiate allocation of operating costs based on actual measurements. Direct and indirect costs for the operation of the facility will be tracked in the UAS workorder system and accounting system.

#### **Utilities**

Utility costs will be initially allocated between AK ARNG and UAS based on assignment of building areas and the projected energy and utility use. Initially energy use will be based on engineering estimates of annual consumption per square foot by space type. Future year's costs may be audited and/or sub-metered to provide more accurate cost allocation.

Costs for exclusive use space will be allocated to the party assigned to the space. Costs for joint use space will be split evenly unless some other allocation is agreed to by both parties.

#### **Custodial**

Custodial costs for exclusive use space will be the responsibility of the party assigned to the space. Custodial costs for joint use space will be prorated based on estimated normal hours and extent of use.

#### **Routine Maintenance & Repair**

The cost of preventative and routine maintenance related to the facility and the site including costs to administer the same will be shared in the same proportion as utility costs.

**OPERATING PROCEDURES**

**Scheduling**

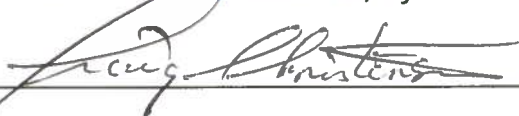
Each party recognizes the need for mutual accommodation of regularly scheduled activities.

The Management Committee shall create a master schedule for each fiscal year. A joint monthly and quarterly calendar of scheduled activities will be maintained. The Building Representatives will meet regularly and as necessary to discuss scheduling. These meetings will provide an informal way to improve service, make suggestions, and evaluate the usage of the facility.

AK ARNG will have priority for use of all joint use areas in the event of a local or national emergency. Cost allocations will be modified to take such priority use into account.

IN WITNESS WHEREOF, the parties hereto sign and cause this MOA to be executed.

**ALASKA ARMY NATIONAL GUARD, by**

  
\_\_\_\_\_ Date 5/22/03

Craig N. Christensen  
Brigadier General, AK ARNG  
Acting Commander

**UNIVERSITY OF ALASKA SOUTHEAST, by**

  
\_\_\_\_\_ Date 5/22/03

John Pugh  
Chancellor

**DESIGN AND CONSTRUCTION AGREEMENT**  
**Between**  
**ALASKA ARMY NATIONAL GUARD**  
**and**  
**UNIVERSITY OF ALASKA SOUTHEAST**

This **DESIGN AND CONSTRUCTION AGREEMENT** (MOA) is made and entered into by and between the **UNIVERSITY OF ALASKA SOUTHEAST**, hereinafter referred to "UAS" and the **ALASKA ARMY NATIONAL GUARD**, hereinafter referred to as "AK ARNG". This agreement is intended to cover the management of the project prior to occupancy of the facility. This agreement is subject to the terms of the underlying lease agreement #2507 dated May 31, 2002.

**1. BACKGROUND**

Recreational opportunities are critical to campus life at UAS. For over 15 years, the UAS master plan has anticipated a recreational complex on the undeveloped land downhill from student housing.

The AK ARNG contacted UAS officials in mid-2000, explaining that it had been planning a new readiness facility and vehicle maintenance complex for Juneau for several years. The Guard's existing facility is outdated and located on valuable downtown Juneau leasehold property.

Under a joint facility concept UAS retains ownership of the land upon which the facility will be constructed and leases the land to the Alaska Department of Administration on behalf of the AK ARNG. It is anticipated that the UAS will construct the facility on behalf of the AK ARNG with funding from both parties. State government will own the facility after construction, in turn allocating uses and operating costs via a joint-use operating agreement.

To allocate capital costs it was initially agreed that neither party would contribute more funding to this joint facility than they would have anticipated spending on their independent projects. This resulted in the following initial budget assumptions:

- 1) UAS would pay for all square feet above the 39,056 gross square feet that were included in the previous AK ARNG stand alone facility design

## **UAS / AK ARNG Joint Facility Design & Construction Agreement**

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at the average cost per square foot for construction including a prorated share of design and administrative costs, and

- 2) State GF costs for site development (total site costs less Federal qualifying costs) would be prorated between AK ARNG and UAS based on the percentage of space assignable to a single agency (does not include jointly used areas). These percentages based on the schematic design were approximately 78% AK ARNG and 22% UAS.

### **2. PROJECT MANAGEMENT STRUCTURE**

Methods for project management are set forth below. Any changes in the project management structure or methods will require amendment of this agreement.

The day to day management of the design and construction project will be the responsibility of UAS. UAS shall provide a project manager whose responsibilities shall include managing the scope, schedule and budget of the project. UAS shall provide regular project reports indicating the progress of the work. Project reports shall be in a format and frequency approved by both parties.

Monitoring of construction phase activities will be performed by either a UAS employee or a consultant. The AK ARNG and UAS will jointly approve of the individual(s) or contractor(s) who will perform this work.

### **3. PROJECT SCOPE**

The initial scope of the project is described in the December 15, 2000 document titled "UAS and Alaska National Guard Joint Use Facility - Preliminary Design". All changes in the scope of the project must be approved by both parties. Each party will consider in good faith modifications to the initial design and square footage allocations proposed by the other.

## **UAS / AK ARNG Joint Facility Design & Construction Agreement**

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Each design phase must be approved by both parties. Any changes in the design prior to the start of construction must also be approved by both parties. Any changes to the design during construction that significantly affect the function of the space or building systems shall be agreed to by both parties in advance.

Methods to monitor or meter utility utilization of the facility in support of the operational cost distribution during occupancy will be explored as part of the project design.

#### **4. PROJECT BUDGET**

Attached is the initial project budget. Amendments to the project budget must be approved by both parties.

Neither party is obligated to increase its contribution to the project budget. The UAS contribution to the project budget shall not exceed \$5.470 million, without approval pursuant to Board of Regents' Policies.

#### **5. PROJECT FUNDING**

Prior to award of a contract for construction, the parties will agree on terms of a Reimbursable Services Agreement (RSA), which AK ARNG will establish, that makes funds immediately available to UAS to pay for AK ARNG's portion of the capital costs.

UAS will not incur any AK ARNG project costs without a completed supporting RSA.

#### **6. PROJECT SCHEDULE**

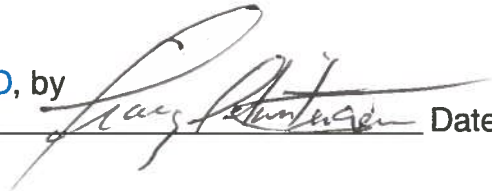
The project schedule is contingent on each party receiving all of the funding needed to proceed on a given phase. The project is intended to be constructed in phases, phase one being site development and phase two being building construction.

**UAS / AK ARNG Joint Facility  
Design & Construction Agreement**

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IN WITNESS WHEREOF, the parties hereto sign and cause this MOA to be executed.

**ALASKA ARMY NATIONAL GUARD, by**



Date 5/22/03

Craig N. Christensen  
Brigadier General, AK ARNG  
Acting Commander

**UNIVERSITY OF ALASKA SOUTHEAST, by**



Date 5/22/03

John Pugh  
Chancellor

**Attachments:**

- Project budget
- Schematic space allocation