



MUNICIPALITY OF SKAGWAY

GATEWAY TO THE KLONDIKE
P.O. BOX 415, SKAGWAY, ALASKA 99840
(PHONE) (907) 983-2297
(FAX) (907) 983-2151
www.skagway.org

AMENDMENT TO THE REIGLE ENTERPRISES AND MUNICIPALITY OF SKAGWAY RV PARK MANAGEMENT AGREEMENT

This amendment dated June XX, 2021 for the purpose of modifying the existing agreement entered into August 26, 2020 between the Municipality of Skagway, an Alaska Municipal corporation (hereinafter Municipality) and Reigle Enterprises (hereinafter Contractor) hereby modifies the contract as follows:

POTENTIAL COMPENSATION ADJUSTMENT

The MUNICIPALITY shall pay half of CONTRACTOR's October 2021 scheduled compensation unless the Canadian border opens to allow RV Traffic into Skagway.

All other terms of the existing agreement shall remain unchanged. Any further modification shall be agreed upon by both parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Modification as of the date first written above.

Andrew Cremata, Mayor
for the Municipality of Skagway

Mandy Reigle
for Reigle Enterprises

Date _____

Date _____

ATTEST _____
Emily Deach, Borough Clerk

(SEAL)



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Municipality of Skagway RV Park Management Agreement

This agreement is entered into on this 26th day of August, 2020 by and between the MUNICIPALITY of Skagway (hereinafter, MUNICIPALITY) a municipal corporation, and Reigle Enterprises, Inc. (hereinafter CONTRACTOR), for the purpose of managing the RV Parks known as the Pullen Creek RV Park and Garden City RV Park. By signature on this agreement the parties agree to the following terms and conditions:

1. DURATION:

The agreement shall be for a 2-year term with the option of one 2-year renewal terms. This agreement shall be in effect from November 2, 2020 to November 1, 2022. Unless otherwise provided, the MUNICIPALITY and the CONTRACTOR agree that any holding over of the contract, excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect. Written notice to the other party of the intent to cancel such month-to-month extension will be at least fifteen (15) days before the desired date of cancellation.

2. FACILITIES:

- A. The premises subject to this agreement shall be the property, grounds, facilities, buildings, structures, appurtenances and equipment located on the following properties, Garden City RV Park Lots 1-12, Block 95 and Lots 1-12 Block 102, Skagway Town site; and the Pullen Creek RV Park, within Alaska Tideland Survey #4.
- B. The Contractor recognizes that the Municipality may construct further improvements to the premises or may move the location of the premises during the term of this agreement.
- C. Contractor shall manage the premises only for the purposes of RV and RV Park use and shall insure that the premises are solely used for the purposes of RV and RV Park use, subject to conditions set forth in the conditional use permit for the site. Additional structures or improvements may be moved or constructed upon the premises by the Contractor only if in writing and authorized by the Borough Assembly.

- D. Contractor shall make the premises and facilities available to the RV Park guests at all reasonable times during the term of the lease. Contractor shall have RV Park staff on site during RV Park hours. The Contractor shall not provide utility services during periods of freezing temperatures and shall properly notify any users of the premises that utility services will not be provided during periods of freezing temperatures.
- E. RV Park vehicle spaces are to be used by only one vehicle or vehicle-trailer combination unless vehicle owners agree to the doubling of vehicles in these spaces.

3. CONTRACTOR RESPONSIBILITIES

- A. Shall maintain and answer the Municipality's RV Park message telephone, email and website, www.skagwayRVparks.com and any reservation system for the duration of the agreement to accommodate client needs to make advance reservations for the season or following year season, and respond to all such inquiries within 48 hours of receiving such communications. The name of the RV Parks and any websites or email addresses for advertising the facilities are the express ownership of the MUNICIPALITY. Any email or online reservation system will be considered owned by the MUNICIPALITY. MUNICIPALITY shall maintain ownership of any related website with administrative control. CONTRACTOR shall not establish, maintain, or cooperate with any other communication site for the RV Parks without prior municipal approval. CONTRACTOR shall provide these services year-round from November 1 through October 31 of each year, and shall in addition facilitate the leasing of spaces for winter storage from October 1 through April 14.
- B. Shall collect all daily camping revenues for the Municipality, including sales tax in conformance with SMC 4.08, and submit them to the Municipal finance department weekly, and insure all parties using the RV Parks pay the Municipal camping fee and order removed anyone occupying a space and not paying a fee. CONTRACTOR is not permitted to collect its own charges or revenue. CONTRACTOR Shall invoice tenants for seasonal monthly rent, rental deposits, electricity use and winter storage fees.
- C. Shall provide onsite services by keeping the RV parks open for business 24 hours a day, seven days a week, between the following timeframe: April 15 through October 15 of each year. The CONTRACTOR shall not close the RV parks during that time without written authorization from the MUNICIPALITY. Any closure of the RV Park by the CONTRACTOR without MUNICIPALITY approval shall constitute a default and a material breach of this Agreement, and the MUNICIPALITY may terminate the Agreement immediately in its sole option.
- D. Shall insure all sites are numbered, determine maximum length of Recreational Vehicle for each site and work with MUNICIPALITY to amend and improve the reservation system with site data.
- E. Shall at all times provide sufficient personnel to operate and maintain the RV parks while open, provide on-site staff during peak hours (for example: 7:00 a.m. to 10:00 a.m. and

4:00 p.m. to 7:00 p.m.) each day, and respond to all calls, problems and needs of RV Park guests 7:00 a.m. to 7:00 p.m. and emergency problem needs 24 hours every day. Contractor shall take reasonable actions to insure all RV Park users pay the required fee.

- F. Shall keep and maintain the premises and all alterations, additions and improvements that may be erected, installed or made on them, in good and substantial repair and condition.
- G. Shall notify the MUNICIPALITY of any damage exceeding \$100 in value.
- H. Shall follow procedural directives from the MUNICIPALITY on RV Park operation.
- I. Shall solicit and receive prior municipal approval before changing any RV Park rules or management procedures.
- J. Shall notify MUNICIPALITY and receive approval from MUNICIPALITY prior to any alterations, additions or improvements involving buildings or structures by CONTRACTOR.
- K. Shall maintain all buildings, grounds and facilities in a sound, clean and sanitary condition and shall be open to the general public at all hours during the season. Mechanical and utility fixtures and equipment shall be maintained in a manner that allows for proper use and function.
- L. Shall clean and maintain all restrooms and showers and each shall be thoroughly cleaned at least once per day during the operating season and any time facilities are not in sound, clean and sanitary condition. All restrooms shall be adequately stocked with supplies, provided by the CONTRACTOR for RV Park patron use.
- M. Shall maintain septic dump facilities and wash regularly to maintain a sanitary condition.
- N. Shall maintain garbage facilities in a clean sanitary condition and assure all refuse be disposed of inside provided containers, secured against weather and wildlife.
- O. Shall Inspect seasonal RV sites monthly and at tenant's lease start and expiration. Shall notify the MUNICIPALITY and tenant of any default on lease terms or park rules. Shall keep a log of all unusual incidents and any safety problems or issues and notify the MUNICIPALITY of safety problems or issues and unusual incidents.
- P. Shall deliver and return all equipment, upcoming reservations, RV Park revenue, city website control and phone to the MUNICIPALITY at the end of the contract.
- Q. Shall be responsible for maintaining the landscaping and grounds keeping.
- R. Shall repair all buildings and facilities it deems necessary to continued operation of the RV Parks.

- S. Shall allow one RV site per RV Park to be used by the CONTRACTOR without charge as living space for CONTRACTOR or its employees.
- T. Shall manage and allow seasonal workers to reside at the Garden City RV Park, process lease agreements and collect any revenue for such rentals.
- U. Shall deliver and return all equipment, upcoming reservations, RV Park revenue, city municipal website control and phone to the MUNICIPALITY at the end of the contract.
- V. CONTRACTOR and any employees and subcontractors of CONTRACTOR shall have a COVID-19 test upon arrival in Skagway and again 7 days later. CONTRACTOR shall not begin work under the Scope of Services until a negative test result is confirmed. CONTRACTOR shall comply with all federal, state and local mandates and protocols related to COVID-19 and CONTRACTOR shall insure that all employees, subcontractors, consultants, and invitees of CONTRACTOR shall similarly comply with all such mandates and protocols.
- W. In the event of an underground utility problem (for example: sewer, water, electric), CONTRACTOR will make a reasonable attempt to repair the problem. If/when excavation is required, the repair shall become the responsibility of the MUNICIPALITY.

4. MUNICIPALITY RESPONSIBILITIES AND AUTHORITY

- A. Shall terminate utility service and will decommission the system outside of the summer season dates or when freezing threatens the system.
- B. Shall provide signage for adequate notice to the public and patrons for location, park rates, rules and other park information.
- C. Shall pay all costs of utilities, including dumpster rentals, furnished to or consumed on the premises for patron use during the term of this lease.
- D. May, in its discretion, repair replace major equipment, appliances, utilities, fixtures or building if the MUNICIPALITY determines such repair or replacement is required due to obsolescence, inherent conditions or normal wear and tear. All facility repair, replacement or construction is subject to appropriation of funds by the MUNICIPALITY.
- E. May at all times inspect the facilities. If the MUNICIPALITY determines that the CONTRACTOR has failed to perform responsibilities require under this agreement, and if CONTRACTOR, after notice of the deficiencies, fails to correct the deficiencies or begin correct action immediately, the CONTRACTOR shall be considered in breach of this agreement and the agreement shall terminate immediately.
- F. Shall determine rates for RV Parks, including any Caravan Group rates, daily rates, special service rates, seasonal worker rental rates.

5. **COMPENSATION:**

The MUNICIPALITY shall pay CONTRACTOR a payment of \$29,200.00 (Twenty- Nine Thousand, Two Hundred Dollars and 00/100) monthly, June through October, based on invoices submitted by the CONTRACTOR. CONTRACTOR shall submit an invoice on the 1st of each month. The payments will not necessarily fall on the 1st of each month, but will follow the Assembly check run approval process (on the 1st and 3rd Thursday of each month).

6. **INDEMNITY AND INSURANCE:**

- A. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend and save the MUNICIPALITY harmless against and from any and all claims by or on behalf of any person, firm or corporation, arising from the conduct or management of or from any work or thing whatsoever done in or about the premises, and from any act or omission arising out of or relating in any way to this Agreement, regardless of when such claims may have occurred, arose or accrued, which in any way relate to the premises, including, without limitation, in connection with Hazardous Materials. CONTRACTOR also agrees to indemnify, defend and save the MUNICIPALITY harmless against and from any and all claims arising during the agreement term from any condition of the property. CONTRACTOR also agrees to indemnify, defend and save harmless CONTRACTOR from any and all claims, including but not limited to physical injury, property damage, special damages, consequential damages, expenses, costs, and attorney fees, directly or indirectly arising out of, in connection with, or incident to the operation of the leased premises or arising from any breach or default on the part of CONTRACTOR in the performance of any covenant or agreement on the part of CONTRACTOR to be performed, pursuant to the terms of this lease, or arising from CONTRACTOR's failure to comply with any law, ordinance or regulation of any governmental body, or arising from any negligent act or omission of CONTRACTOR or any of its agents, CONTRACTORS, servants, employees, licensees and guests. CONTRACTOR's obligation to defend, indemnify and save the MUNICIPALITY harmless shall include CONTRACTOR's payments of reasonable actual legal fees. CONTRACTOR's duty to defend and indemnify is not limited or restricted by the amount of insurance specified in part B below.
- B. **CONTRACTOR INSURANCE:** The CONTRACTOR will, at his/her own expense, secure and maintain and will file with the MUNICIPALITY the following proper and acceptable insurance coverage, including defense and indemnification of the MUNICIPALITY:
- i. Worker's Compensation Insurance in compliance with the laws of the jurisdiction where the work is being performed if applicable.
 - ii. Commercial General Liability Coverage: Limit \$2,000,000 Bodily Injury and Property Damage, combined Single Limit. Coverage to include subjects substantially as follows: Premises Operation, Products/Completed Operations, Independent CONTRACTORS, Blanket Contractual, Broad Form Property Damage, Personal Injury with Exclusion "C" Deleted.

- iii. A lapse in insurance coverage is a material breach of this Agreement which shall result in immediate termination of the Agreement, pursuant to Section 8.

Each policy of insurance required by this section shall provide for no less than 20 days advance notice to the MUNICIPALITY prior to cancellation. No contract for services shall be issued or continued unless there is presented to the MUNICIPALITY of Skagway a certificate of insurance showing that the business owner/operator has obtained at least two million dollars (\$2,000,000.00) general liability insurance. Proof of such insurance shall be provided to the MUNICIPALITY as a condition of entering the contract. Failure to maintain such insurance shall constitute a breach of contract. The certificate of insurance must establish that the MUNICIPALITY is named as an additional insured on such policy.

- C. **HAZARDOUS WASTE RESPONSIBILITY:** CONTRACTOR represents and warrants that the premises will never be used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance. The term “Hazardous Waste or Substance” means hazardous or toxic substances, materials or wastes, including but not limited to any substance, material or waste which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls (PCBs); (iv) toxic or hazardous substances as defined in Alaska Statute 18.60.105 or 46.03.826, and associated regulations; (v) designated as a “Hazardous Substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601, et. seq.; (vi) designated as a “Hazardous Waste” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. ' 6901, et. seq.; (vii) designated as a “Hazardous Substance” under the Clean Water Act, 33 U.S.C. ' 1321, or listed pursuant to 33 U.S.C. § 11317; (viii) listed by the U.S. Department of Transportation at 49 C.F.R. Part 302; and (ix) any other substance, waste or material which is regulated as hazardous or dangerous by any Federal, State or local agency. CONTRACTOR agrees to hold the MUNICIPALITY harmless and to indemnify and defend the MUNICIPALITY against any and all claims and losses resulting from CONTRACTOR’s breach of this paragraph, including, but not limited to, any loss, damage, liability, cost, or expense, including reasonable actual attorneys’ and consultants’ fees and expert fees, and including without limitation (i) any claims of third parties for personal injury, property damage, or other harm, and (ii) any response costs, costs of remedial, restoration or clean-up actions, fines suffered or incurred by the MUNICIPALITY arising out of or related to the presence of Hazardous Materials in, on, or under the property, or out of any such use of the property, or due to the incorporation of such materials. This obligation to indemnify, defend and hold the MUNICIPALITY harmless shall survive the term of this agreement and include any claim, cause of action or administrative regulatory enforcement action in which CONTRACTOR or the MUNICIPALITY are determined or alleged to be a potentially responsible party.

6. DEFAULT:

When the MUNICIPALITY determines that the provisions of this agreement are not being met and attempts to resolve the matter are unsuccessful, written notice shall be given to the CONTRACTOR stating the nature of the deficiency and necessary corrective action. CONTRACTOR shall either take immediate corrective action or respond to the MUNICIPALITY in writing within ten calendar days stating the reason for noncompliance and a schedule for compliance. If the MUNICIPALITY determines this response unacceptable, in its sole discretion, the MUNICIPALITY shall give CONTRACTOR written notice of default. In the event of default, CONTRACTOR shall have ten calendar days from receipt of notice to remove personal property and vacate the premises. If such property is not removed within this time period, the MUNICIPALITY may take possession of the property and dispose of the property without any liability to the CONTRACTOR.

7. TERMINATION:

The MUNICIPALITY or CONTRACTOR may terminate this agreement at any time by giving no less than 90 days written notice to the other party of such termination and specifying the effective date of such termination.

8. TERMS AND CONDITIONS:

This Agreement specifically supersedes any prior written or oral agreements between parties relating to the property as described in this agreement.

9. NOTICE:

All notices and requests in connection with this agreement shall be in writing and shall be addressed as follows:

MUNICIPALITY: MUNICIPALITY of Skagway
Borough Manager
P.O. Box 415
Skagway, AK 99840

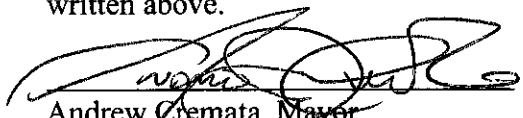
LESSEE: Reigle Enterprises, Inc.
P.O. Box 1284
Skagway, AK 99840
907-465-7555

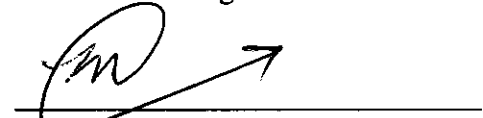
10. MISCELLANEOUS:

- A. The Superior Court for the First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction and venue for any action of any kind or any nature. CONTRACTOR specifically agrees that trial in any action filed shall be in Skagway, Alaska.

- B. This agreement is binding upon the heirs, successors and assign of the parties.
- C. This agreement represents the entire agreement of the parties and no other agreement whether oral or written which is not specifically set forth in this agreement or an addendum to this agreement will have any force or effect upon the other party. CONTRACTOR specifically understands and agrees that no Municipal employee, Assembly member, or the Mayor has any authority to verbally modify this agreement and any modifications must be in writing approved by the Assembly.
- D. The MUNICIPALITY's waiver of any term or condition in this agreement shall not constitute a waiver of any term or condition in this agreement.
- E. If any term of this agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall be valid and binding upon the parties.
- F. Titles and headings to sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this agreement.
- G. The parties acknowledge the time period for this performance may be impacted by the various emergency measures related to COVID 19 and the parties agree to mutually cooperate to make the necessary adjustments for the time of performance to comply with the state and local health and safety measures.
- H. CONTRACTOR is not relying on any representations by a Municipal employee, officer, assembly member, consultant or attorneys. CONTRACTOR acknowledges he has had a full opportunity to consult with his or her own attorney before entering this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.



 Andrew Cremata, Mayor
 For the Municipality of Skagway


 Many Reigle
 For Reigle Enterprises, Inc.

Date 3/21/2020

Date 28 Aug 2020



ATTEST:

 Emily Deach, Borough Clerk
 (SEAL)