

A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY TO WAIVE THE \$500 APPLICATION FEE FOR THE WASILLA-KNIK HISTORICAL SOCIETY (WKHS), A NON-PROFIT ORGANIZATION, AND TO INFORM THE ASSEMBLY OF THE BOROUGH'S INTENT TO ENTER INTO A NEW MANAGEMENT AGREEMENT FOR A FIVE-YEAR TERM WITH THE WKHS TO USE AND MANAGE THE BOROUGH-OWNED LAND AND BUILDINGS (KNIK MUSEUM AND BJORN CABIN) LOCATED WITHIN SECTION 24, TOWNSHIP 16 NORTH, RANGE 3 WEST, FURTHER IDENTIFIED AS TAX PARCELS 16N03W24D007 AND 1474000T00A (MSB003559 & MSB001224).

AGENDA OF: May 19, 2026**ASSEMBLY ACTION: Approved under the consent agenda 05/19/26 - BJH****AGENDA ACTION REQUESTED:** Adopt resolution.

Route To	Signatures
Originator: S.Reilly	5 / 6 / 2 0 2 6 X S u z a n n e R e i l l y S i g n e d b y : S u z a n n e R e i l l y
LM Division Manager	5 / 6 / 2 0 2 6 X J o e M e t z g e r S i g n e d b y : J o e M e t z g e r
CD Dept Director	5 / 6 / 2 0 2 6 X J i l l i a n M o r r i s s e y S i g n e d b y : J i l l i a n M o r r i s s e y
Finance Director	5 / 8 / 2 0 2 6 X C h e y e n n e H e i n d e l S i g n e d b y : C h e y e n n e H e i n d e l
Borough Attorney	5 / 8 / 2 0 2 6 X N i c h o l a s S p i r o p o u l o s S i g n e d b y : N i c h o l a s S p i r o p o u l o s
Borough Manager	5 / 8 / 2 0 2 6 X M i c h a e l B r o w n S i g n e d b y : M i k e B r o w n
Borough Clerk	5 / 8 / 2 0 2 6 X L o n n i e M c K e . . . S i g n e d b y : L o n n i e M c K e c h n i e

ATTACHMENT (S) :

Fiscal Note: 1 p

Resolution 26-034: 2 pp

Management Agreement: 18 pp

SUMMARY STATEMENT: This is to request a waiver of the \$500 application fee for the non-profit organization, Wasilla-Knik Historical Society (WKHS) and to inform the Assembly of the Borough's intent to enter into a new five-year Management Agreement with the WKHS, at no cost to the Borough, for the continued use and management of the land and buildings commonly known as the Knik Museum and the Bjorn Cabin.

The property represents the original Knik Townsite and includes the last two remaining buildings from that settlement. The Knik Museum is listed on the National Register of Historic Places as a contributing historic property recognizing the early settlement and development of the region.

WKHS has managed and operated the Knik Museum, Bjorn Cabin, and associated land since 1975 under prior management agreements with the Borough. The most recent agreement expired on March 31, 2026, and did not include a renewal provision, necessitating a new agreement.

Under the proposed Management Agreement, WKHS will continue to use and manage the property for the purpose of promoting, preserving, and interpreting the cultural and historical resources of the Wasilla and Knik area. Responsibilities include operating the museum for public access from May through October, assisting with historical research and artifact preservation, caring for the historic buildings, and sharing in maintenance and upkeep costs as outlined in Exhibit B.

An inter-departmental review identified no objections or concerns, and no comments were received during the required 30-day public notice period.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: May 19, 2026

SUBJECT: A RESOLUTION OF THE MATANUSKA-SUSITNA BOROUGH ASSEMBLY TO WAIVE THE \$500 APPLICATION FEE FOR THE WASILLA-KNIK HISTORICAL SOCIETY (WKHS), A NON-PROFIT ORGANIZATION, AND TO INFORM THE ASSEMBLY OF THE BOROUGH'S INTENT TO ENTER INTO A NEW MANAGEMENT AGREEMENT FOR A FIVE-YEAR TERM WITH THE WKSH TO USE AND MANAGE THE BOROUGH-OWNED LAND AND BUILDINGS (KNIK MUSEUM AND BJORN CABIN) LOCATED WITHIN SECTION 24, TOWNSHIP 16 NORTH, RANGE 3 WEST, FURTHER IDENTIFIED AS TAX PARCELS 16N03W24D007 AND 1474000T00A (MSB003559 & MSB001224).

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$500	FUNDING SOURCE Application Fee
FROM ACCOUNT # 203.000.000 3xx.xxx	PROJECT
TO ACCOUNT:	PROJECT #
VERIFIED BY: 5 / 7 / 2 0 2 6  Liesel Zanto Signed by: Liesel Zanto	PROJECT #

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
---------	--	--	--	--	--	--

REVENUE	0.5					
---------	-----	--	--	--	--	--

FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds						
Other	0.5					
TOTAL	0.5					

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

APPROVED BY:	 Recoverable Signature  Cheyenne Heindel
--------------	--

Signed by: Cheyenne Heindel

IM 26-076

RS 26-034

MANAGEMENT AGREEMENT

This Agreement dated this ____ day of _____, 2026, by and between the Matanuska-Susitna Borough (hereinafter the "Borough"), a municipal corporation, whose address of record is 350 E. Dahlia Avenue, Palmer, Alaska 99645, and the Wasilla Knik Historical Society (hereinafter the "WKHS"), an Alaska non-profit corporation, whose address of record is 300 N. Boundary Street, Wasilla, Alaska 99654.

RECITALS:

WHEREAS, the Borough owns certain real property and WKHS wishes to manage the Borough-owned land commonly known as the site of the Knik Museum and Dog Musher's Hall of Fame (Knik Museum) and the Bjorn Cabin, for purposes of promoting the preservation of cultural and historical resources of the Wasilla and Knik areas by operating museums, caring for historical buildings, and assisting in research and preservation of historical sites and artifacts pursuant to the terms and conditions of this Agreement, and subject to valid existing rights.

WHEREAS, the Borough owns the land and buildings located at 10524 and 10514 S. Knik Goose Bay Road, Wasilla, known respectively as the Knik Museum and Bjorn Cabin; and

WHEREAS, WKHS owns the building known as the Herning Warehouse located on the property, personal property, furnishings, equipment, as well as historical collections and displays, and arranges for the lending and display of artifacts from other organizations, all being used in the operation of the Knik Museum and grounds; and

WHEREAS, WKHS has managed and operated the Knik Museum and the Bjorn Cabin continuously since 1975, most recently under an agreement that expired on March 31, 2026; and

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the Borough and WKHS agree as follows:

Section 1. PROPERTY

WKHS does hereby agree to manage, operate, and maintain the Borough-owned land and building known as the Knik Museum and Bjorn Cabin located thereon, attached as Exhibit A and the land legally described as follows:

Beginning at USS 1726 C-8 and running North 51°35' West along the line common to C-8 and C-9 of USS 1726 a distance of 109.11 feet to the True Point of Beginning; Thence North 51°35' West along the line common to C-8 and C-9 of USS 1726 a distance of 109.11 feet to the True Point of Beginning; Thence North 51°35' West 316.44 feet; thence North 38°25' East 207.97 feet; Thence South 51°35' East 207.91 feet; Thence South 10°51'30" West 234.59 feet to the True Point of Beginning, being in the Palmer Recording District, Third Judicial District, State of Alaska; and as shown on the attached as Exhibit A (hereinafter called "Property"). Tax IDs 16N03W24D007 & 1474000T00A.

WKHS acknowledges it has examined the Property and accepts the Property in its current condition, "as is, where is." The Borough makes no warranties either expressed or implied, nor assumes any liability whatsoever, regarding the cultural, social, economic, or environmental aspects of the Property, to include without limitation, soil conditions, water drainage, practical or feasible physical access, availability of gravel or personal use wood supplies, cultural artifacts which may or may not exist, natural or artificial hazards which may or may not exist, merchantability, suitability or profitability of the parcel for any use or purpose or development.

It is the responsibility of WKHS to, among other things, review regulations, restrictions, and potential defects, which would affect the use of the Property. The feasibility and costs to remedy defects, obtain permits or variances, engineer septic systems, provide water and utilities, or determine and construct access to the parcel, will be borne by WKHS, without exception.

Section 2. TERM

This Agreement shall be effective from April 1, 2026 through March 31, 2031. Pursuant to MSB 23.10.160, this Agreement cannot exceed five (5) years without Borough Assembly approval.

Section 3. RESPONSIBILITIES OF THE PARTIES

The Borough, as owner, is responsible for the land and the building, commonly known as the Knik Museum, including its security, care, and maintenance. The Borough, as owner, reserves its right to enter the property at any time for any reason. The WKHS agrees to manage the facility, keep it open to the public at the established times, and to perform the security, care, and maintenance as set forth in this agreement.

The WKHS, owner of the Herning Warehouse building, which occupies the land, is responsible for its security, care, and maintenance. The WKHS is also responsible for the security, care, and maintenance of the artifacts and displays located on the premises, whether owned or on loan to WKHS.

WKHS must obtain written approval from the Borough for any additions, alterations, relocations, or new structures of any kind. The Borough (Operations and Maintenance Division of the Department of Public Works) and WKHS shall meet once each calendar year to jointly inspect the building and grounds and to identify any needed repairs and maintenance. This meeting shall be the responsibility of the Borough to schedule, preferably in May or June. Exhibit "B" is hereby incorporated by reference, which sets out the responsibilities of the Borough and WKHS covered by this Agreement.

This agreement is not intended to prevent the WKHS to apply for and receive grants for operation and maintenance of the facility through the Matanuska-Susitna Borough Historical Commission or such other funding that can be secured by WKHS without encumbering the title to the real property, including improvements thereon, owned by the Borough.

WKHS is solely responsible for the supervision, training, safety, and conduct of its employees, volunteers, contractors, agents, program partners, and invitees. WKHS shall ensure that volunteers and other persons performing services on its behalf are appropriately trained and supervised for the tasks assigned and shall maintain any volunteer accident, workers' compensation, or other coverage required by law or deemed necessary by WKHS for such persons.

Section 4. UTILITIES AND SERVICES

Services shall be provided as follows:

- (a) Custodial services: WKHS agrees to provide all janitorial services and supplies for the area.
- (b) Utilities: WKHS will be solely responsible for all natural gas, utility bills, and telephone charges to its phone numbers.
- (c) Solid waste disposal: The WKHS is responsible for the safe and sanitary storage of all solid waste and disposal of the same from the building and grounds, which disposal shall occur on at least a weekly basis during the operational season and daily for any special or large events.
- (d) Snow Removal: WKHS is responsible for any snow removal services needed, except in the unlikely event an unusually heavy snow load must be removed from the roof of the Museum Building, which shall be the responsibility of the Borough upon notice from WKHS that it is needed.
- (e) Septic: Inspection of the septic system shall be monitored during the operational year by WKHS, the Borough will also inspect the septic system during its annual inspection. The Borough will be responsible for pumping the septic system on alternating years if deemed necessary based on the inspection by the Borough, and WKHS will be responsible for the cost of all other septic pumping, including during any special or large events.
- (f) Well: Each party acknowledges that the well for the facility is located within the S. Knik-Goose Bay Road right-of-way, which is under the control of the Alaska Department of Transportation and Public Facilities (ADOT/PF). ADOT/PF issued a permit to the Borough in 1985 for the well to remain within the road right of way; however, the permit can be revoked with 90 days written notice by ADOT/PF at any time. Neither the Borough nor WKHS is obligated by this agreement to replace the well in the event ADOT/PF revokes the permit.
- (g) Building Repairs: Needed repairs will be done in accordance with this Agreement. WKHS will be responsible for any expenses incurred for repair if the damage is caused by its negligence, including vandalism due to lack of security.
- (h) Other: All other costs of services not specifically covered by this Agreement shall be the sole responsibility of WKHS and the Borough shall furnish no guarantee of other compensation to WKHS.

Section 5. DISPUTES

Disputes over the terms of this Agreement shall be resolved by negotiation between the parties. In the event the parties are unable to agree, the decision of the Borough Manager shall be final.

Section 6. TERMINATION

Termination for Cause: If, through any cause WKHS shall fail to fulfill its obligations under this agreement, or shall violate any of the covenants, agreements, or stipulations of this agreement, the Borough shall thereupon have the right to secure it immediately and terminate this agreement by giving written notice at least five (5) days before the effective date of such termination. In such event, all property, equipment, supplies, and other materials owned by the Borough shall be returned to the Borough. The WKHS shall remove all property, equipment, supplies, or other materials it owns within 30 days of date of notice.

Termination for Convenience: The Borough may terminate this agreement at any time for any reason, or no reason, by giving written notice to WKHS of such termination and specifying the effective date of such termination. The Borough shall provide at least thirty (30) days' notice of such termination. In that event, all property, equipment, supplies, or other materials owned by the Borough shall be returned to the Borough. The WKHS shall remove all real and personal property, equipment, supplies, or other materials it owns within 30 days of the date of notice.

The Borough may immediately suspend any operation, event, use, activity, or access to all or part of the Property if the Borough determines that continued operation presents a risk to health, safety, property, regulatory compliance, insurance coverage, or the Borough's interests. Suspension may remain in effect until WKHS cures the condition to the Borough's satisfaction.

Section 7. INSURANCE REQUIREMENTS

It is specifically agreed between the parties executing this Agreement that it is not intended by any provision of this Agreement to create in the public or any member thereof a third-party benefit, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

WKHS shall procure and maintain insurance throughout the term of this Agreement, including any extensions, in accordance with Exhibit C, Insurance Requirements. WKHS shall provide evidence of all required insurance before commencing operations and upon each renewal, replacement, modification, or request by the Borough. Failure to maintain required insurance, failure to provide required evidence of insurance, or any lapse, cancellation, nonrenewal, or material reduction in required coverage constitutes a material breach of this Agreement and may result in suspension of operations, termination, or any other remedy available to the Borough.

The insurance required by this Agreement shall not limit WKHS's indemnity, defense, or other obligations under this Agreement. The Borough's review, acceptance, or failure to object to insurance documentation shall not waive, reduce, or modify WKHS's obligations.

WKHS is solely responsible for all loss, damage, theft, deterioration, or destruction involving property owned by WKHS or in WKHS's care, custody, or control, including but not limited to personal property, furnishings, equipment, displays, historical collections, artifacts, and property loaned to or borrowed by WKHS, except to the extent caused by the Borough's sole negligence or willful misconduct. WKHS is responsible for satisfying all insurance, care, custody, reporting, valuation, and handling obligations owed to lenders or owners of such property.

Section 8. DESTRUCTION OF THE AREA COVERED

In the event that the area covered or any part of the area covered shall be destroyed by fire, explosion, or other casualty, so that all or a substantial portion of the area covered cannot be operated, and the Borough fails to rebuild, repair, and reopen the same for use within two hundred and forty (240) days after the happening of said fire or other casualty, WKHS or the Borough shall have the right to cancel and terminate this Agreement.

Section 9. DEFENSE AND INDEMNIFICATION

WKHS shall indemnify, defend, and hold and save the Borough, its elected and appointed officials, officers, agents, and employees harmless from any and all claims, demands, civil suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. WKHS shall be responsible under this clause for any and all legal actions or claims of any character resulting from injury, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules, or regulations, deprivation of constitutional rights, contractual claims or any other kind of loss, tangible or intangible, sustained by any person or property arising from WKHS or its officers, agents, employees, partners, attorneys, suppliers, subcontractors, or volunteers performance or failure to perform under this Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough or its agents which are said to have contributed to the loss, failure, violation, or damages. WKHS shall not be responsible for any damage or claim arising from the sole negligence or willful misconduct of the Borough, its agents, or its employees.

Section 10. ASSIGNMENT, SUB-LEASE, DELEGATION OF DUTIES

WKHS may not assign any interest, or sub-lease any portion of the Property, or delegate any duties under this Agreement to any person, nor enter into any contracts for commercial concession or vending on the Property without the prior written approval of the Borough. Further, WKHS shall not allow liens of any nature for any reason to be placed against the Property. Any attempt by WKHS to assign any part of its interest, sub-lease any portion of the Property, delegate any duties, or allow any liens against the Property under this Agreement shall give the Borough the right to immediately terminate this Agreement without any liability to the Borough.

Section 11. SPECIAL EVENTS, VENDORS, ALCOHOL, AND MINORS

WKHS shall obtain the Borough's prior written approval before conducting, sponsoring, permitting, or allowing any special event, large event, third-party event, commercial vending,

concession activity, alcohol-related activity, youth program, overnight activity, or activity materially different from ordinary museum operations. The Borough may condition approval on event-specific insurance, indemnity, permits, sanitation, parking, security, crowd-control, supervision, emergency-access, or other risk-control requirements.

WKHS shall require all contractors, subcontractors, vendors, caterers, concessionaires, program partners, and third-party users to maintain insurance appropriate to their activities and consistent with Exhibit C or other requirements approved by the Borough, name the Borough as an additional insured where applicable, and enter into written indemnity and hold harmless agreements consistent with this Agreement. WKHS shall collect and retain required evidence of insurance and written agreements before the activity begins and retain copies of insurance documents for at least seven years.

There shall be no sale, service, furnishing, possession, or consumption of alcoholic beverages on the Property without prior written authorization from the Borough, which authorization may be granted or denied in the Borough's sole discretion and may be conditioned on event-specific requirements. If alcohol is authorized, WKHS shall obtain and provide copies of all required permits and shall ensure compliance with all applicable federal, state, and local laws and regulations. Alcohol may be permitted only if: (i) WKHS has obtained and approved a written event use agreement; (ii) service is performed by an appropriately licensed and insured alcohol vendor or caterer, if required by law or by the Borough; and (iii) WKHS has received and verified all required insurance documentation, including liquor liability or host liquor liability coverage, as applicable. Unless otherwise approved in writing by the Borough, any vendor, caterer, renter, sponsor, or third party selling, serving, furnishing, or controlling alcohol service shall provide liquor liability coverage naming the Borough and WKHS as additional insureds on a primary and noncontributory basis, as required by Exhibit C.

The possession, use, consumption, distribution, or sale of illegal drugs, controlled substances used or possessed in violation of law, and marijuana is strictly prohibited on the Property.

If WKHS or any person acting on its behalf conducts, coordinates, or supervises programs or activities involving minors, WKHS shall maintain written policies addressing supervision, screening, reporting, and prevention of abuse or molestation, and shall maintain any Sexual Abuse or Molestation coverage required by Exhibit C.

Section 12. FUEL STORAGE, HAZARDOUS MATERIAL, ENVIRONMENTAL IMPAIRMENT

The storage of petroleum, toxic chemicals, hazardous materials, pollutants, or regulated substances is prohibited on the Property, except for ordinary and incidental quantities of cleaning, maintenance, or museum-operation supplies used and stored in compliance with applicable law.

Any discharge, spill, contamination, release, threatened release, or environmental impairment on, at, under, or from the Property shall be controlled, contained, recovered, reported, and remediated immediately by WKHS at WKHS's expense, except to the extent caused by Borough's sole negligence or willful misconduct. WKHS shall immediately report any

such condition to the State of Alaska, Department of Environmental Conservation, the Borough, and any other governmental authority as required by applicable federal, state, or local law.

WKHS shall remediate, at WKHS's expense, any environmental impairment to the satisfaction of the Borough and any governmental authority having jurisdiction. Nothing in this Section shall prohibit or prevent WKHS from seeking recovery of its expenses from the responsible party.

WKHS's obligations under this Section apply regardless of whether insurance coverage is available. If any activity proposed, conducted, sponsored, permitted, or allowed by WKHS involves environmental or pollution exposure beyond ordinary and incidental museum operations, including the storage, handling, use, disposal, discharge, release, or potential release of pollutants, hazardous materials, petroleum products, toxic substances, or regulated substances, the Borough may require WKHS, or the responsible contractor, vendor, user, or other party, to procure and maintain pollution liability insurance, environmental impairment liability insurance, contractor's pollution liability insurance, or other coverage or financial assurance acceptable to the Borough.

Any such coverage or financial assurance shall include limits, terms, insured status, completed operations period, waiver of subrogation, and evidence-of-coverage requirements acceptable to the Borough based on the nature and scope of the activity. Failure to obtain required environmental or pollution coverage or financial assurance shall be grounds for denial, suspension, or termination of the activity.

Section 13. PERMITS, LICENSES, LAWS, AND TAXES

All activities authorized under this Agreement shall be conducted in compliance with applicable federal and state constitutions, federal, state, and local laws, regulations, and orders of governmental authorities having jurisdiction over the Property in effect during the term of this Agreement. WKHS agrees to obtain the necessary approvals from all third parties and obtain any permit, license, or written authorization required by the applicable laws, rules, and regulations from governing authorities, which includes but is not limited to flood hazard area development permits, for any excavation, fill, gravel, or development proposed. WKHS agrees that approvals required by this Agreement or otherwise are not being promised by this Agreement. The issuance of approval will be evaluated on its own merit, and nothing in this Agreement obligates the Borough or any other agency to issue approvals of permits or licenses. WKHS agrees to provide documentation of all applicable permits and licenses to the Borough. All taxes and assessments, if any, related to the Property shall be paid by WKHS and shall be kept current.

Section 14. NON-WAIVER

That no assent, expressed or implied, by the Borough to any breach of any WKHS covenants shall be deemed to be waiver of any succeeding breach of the same covenant, nor shall any forbearance by the Borough to seek a remedy for any breach of WKHS be deemed a waiver by the Borough of the rights or remedies with respect to such breach.

Section. 15. MODIFICATIONS

The parties may mutually agree to modify the terms of this Agreement. All modifications to this Agreement shall be incorporated by written amendments to this Agreement and be executed by both parties. In the event modifications are required to this Agreement in order to implement recommendations set forth by changes to Borough Plans, SpUDs, or other enacted mandates by Borough adoption of such, it is expressly understood that refusal by WKHS to agree to modifications to this Agreement will be the basis for termination of this Agreement for cause.

Section 16. CHOICE OF LAW

Any civil action arising from this contract shall be brought in the Alaska Superior Court, Third Judicial District at Palmer. The titles of sections in this agreement are not to be construed as limitations or definitions but are for identification purposes only.

Section 17. SEVERABILITY

If any section or clause of this agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of the agreement shall remain in full force and effect.

Section 18. NOTICES

All notices required by this Agreement shall be in writing and shall be sufficiently given and served upon the other party if sent by registered or certified United States mail, postage prepaid, and addressed as follows:

IF SENT TO BOROUGH: Land Management Division
Matanuska-Susitna Borough
350 East Dahlia Avenue
Palmer, Alaska 99645

Or, such other places as the Borough may, from time to time, designate by written notice to WKHS. In the event emergency maintenance, including notification of an oil or other hazardous substance spill, is required, the borough Operations and Maintenance Department (745-9804, weekdays and as periodically advised for nights, weekends or holidays) shall be immediately notified as provided.

IF SENT TO WKHS: Wasilla-Knik Historical Society
300 N. Boundary Street
Wasilla, Alaska 99654

Or at such other place as WKHS may, from time-to-time, designate by written notice to the Borough.

Section 19. INTERPRETATION and ENFORCEMENT

This agreement has been jointly drafted by the parties and shall be construed according to the fair intent of the language as a whole, not for or against any party. The laws of the state of Alaska shall govern the interpretation and enforcement of this agreement.

Section 20. INTEGRATION AND ENTIRE AGREEMENT

This document and all appendices and amendments hereto embody the entire agreement of the parties. All negotiations, statements, representations, warranties, and assurances, whether oral or written, which are in any way related to the subject matter of this Agreement and the performance of either party hereto, are merged and integrated into the terms of this document. To the extent they are consistent with the terms of this Agreement, the following documents are incorporated by reference into this Agreement as if fully set forth herein:

Exhibit A - Property Location

Exhibit B – Management Plan of Operation/Scope of Work

Exhibit C – Insurance Requirements

Section 21. UNDERSTANDING

The participants acknowledge that they have read and understand the terms of this agreement, have had the opportunity to review the same with counsel of their choice, and are executing this agreement of their own free will.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WASILLA KNIK HISTORICAL SOCIETY, INC.

President

ACKNOWLEDGEMENT OF WKHS

State of Alaska)
) ss.
Third Judicial District)

THIS IS TO CERTIFY that on this ____day of _____, 2026 before me, the undersigned a Notary Public in and for the state of Alaska, duly commissioned and sworn as such personally appeared to me _____, President of the Wasilla Knik Historical Society, Inc., who acknowledged to me that they executed the within and foregoing document on behalf of said organization as the voluntary act and deed of said organization, for the uses and purposes stated therein mentioned.

WITNESS my hand and official seal the day and year herein and above written.

Notary Public for the State of Alaska
My commission expires: _____

EXHIBIT A

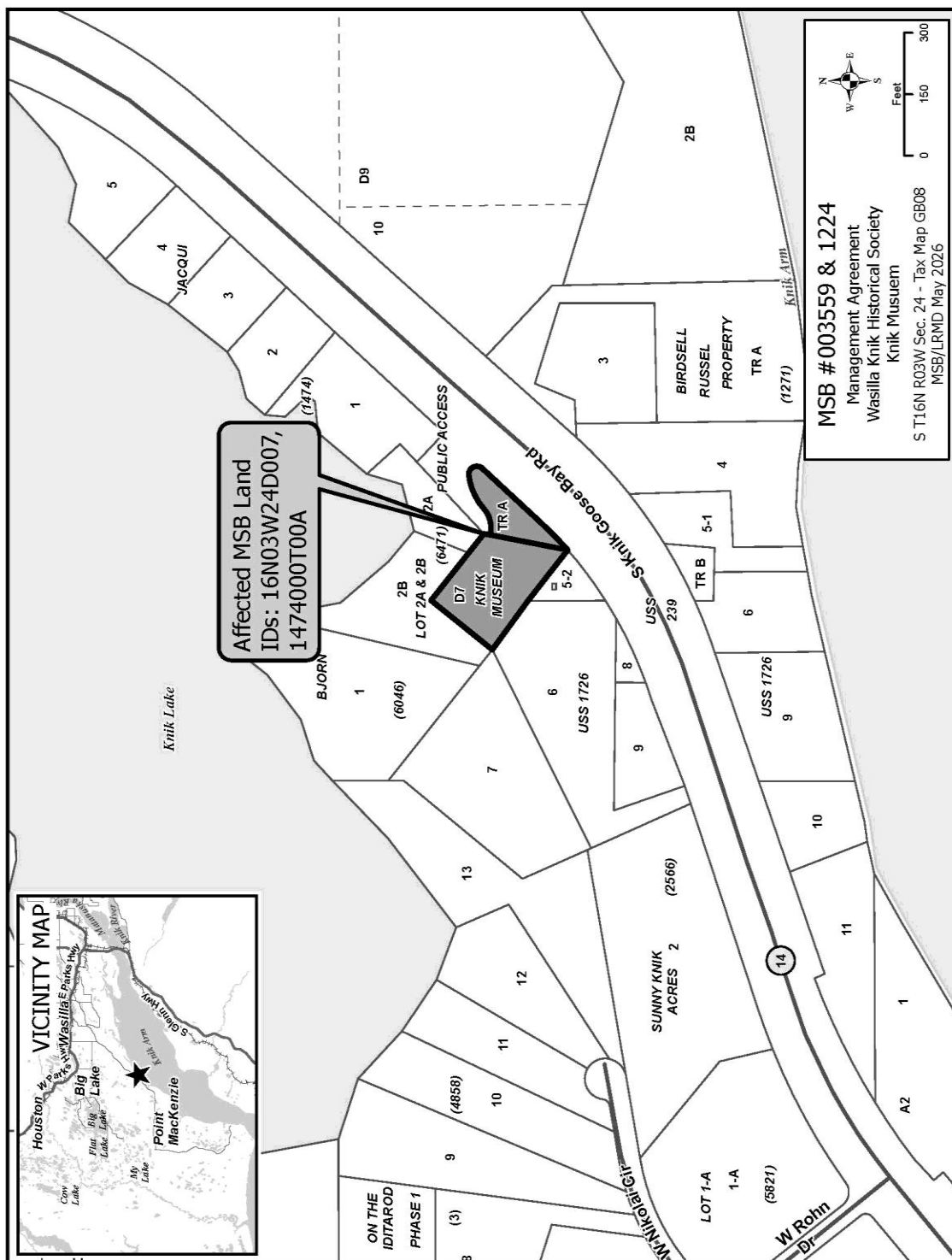


EXHIBIT B

GENERAL

<u>ITEM</u>	<u>MSB</u>	<u>WKHS</u>
<u>PREVENTATIVE MAINTENANCE:</u> Items included under preventative maintenance are heating, major plumbing, electrical, snow and ice removal from the building roof (in years when the roof does not offload), and other repetitive, scheduled maintenance work which will prolong or extend the useful life of the structure and its associated equipment and systems, ensure the continued safety of persons in or about borough facilities, maintain or reduce energy and operating costs, and work which will reduce unscheduled downtime, repair, and replacement costs, or failure.	X	
<u>CUSTODIAL SERVICE:</u> Custodial service is all work that deals with the day-to-day janitorial, cosmetic, and custodial upkeep of the building and surrounding property, and the maintenance of equipment related to the presentation of the programs and displays specific to the facility. It includes all janitorial work, carpet cleaning, grounds keeping, unplugging toilets, patching small holes in walls (example, nail holes), touch up and minor repainting (up to 80 sq. feet per area), replacement of burned out light bulbs, furniture repairs, and the purchase and maintenance of any other equipment not directly related to the physical operation of the facility and its support systems.		X
<u>GROUNDS KEEPING:</u> Grounds keeping is snow plowing and snow removal, sidewalk sanding and sweeping, parking lot cleanup, maintenance, line painting, and minor repairs (curbs, grading and patching), litter pickup and trash removal, lawn fertilizing, reseeding, watering, mowing, tree and hedge maintenance, and other turf maintenance, changing exterior and parking lot light bulbs, maintenance of parking lot and exterior signage and displays, including the maintenance and repair of gates and fences, playground/ park equipment, and the upkeep of all equipment and machinery used in performing the above work.		X

SPECIFIC

<u>ITEM</u>	<u>MSB</u>	<u>WKHS</u>
<u>KNIK MUSEUM & BJORN CABIN STRUCTURES:</u> Repairs, Maintenance, & Replacement to the: Walls Floors Ceiling Roof and roofing Windows (including jambs & sashes) Doors (including jambs, hardware & sashes) Major painting (greater than 80 sq. ft. per area) Sheet rock repairs and replacement Carpet replacement <i>Replacement of the above items must be requested by WKHS in writing no later than December 30th of each year as a capital expenditure and will be performed by MSB O&M as the Assembly appropriates funding.</i>	X	
<u>HEATING & AIR CONDITIONING SYSTEMS:</u> Maintain HVAC equipment including boilers, stacks, pumps, fans, storage tanks, air compressors, and air conditioning equipment, expansion tanks, ductwork, diffusers, VFD units, VAV boxes, filters, coils, valves, and associated control devices, sensors, and controllers. Cleaning of diffusers, ceiling grills, or exterior ductwork.	X	X
<u>PLUMBING SYSTEMS:</u> Major replacement and repairs to broken or frozen pipes and lines, fixtures, faucets, lavatories, shower trees and leads, interior and exterior hose bibs, traps and cleanouts, drywells and roofing drainage equipment, valves, backflow devises, strainers, meters, PRV's, and flushometers. Unclogging lines and pipes smaller than two inches in diameter. Plunging toilets, cleaning out sink traps or shower drains, exterior hoses, exterior water lines, and lawn watering devices.	X	X

	<u>MSB</u>	<u>WKHS</u>
<u>BUILDING FIRE SUPPRESSION EQUIPMENT:</u> Certification, testing, and recharging or replacement costs for portable fire extinguishers/kitchen extinguishers, if any. Testing and replacement costs of battery-operated smoke detectors	X	X
<u>ELECTRICAL AND LIGHTING SYSTEMS:</u> Power distribution equipment, panels, disconnects, lighting relays, and all lighting ballasts; Testing and repairs to exit fixtures and emergency light fixtures. Provide and change light bulbs and light tubes as needed	X	X
<u>EXTERIOR FINISHED SURFACES:</u> Structural repair due to heaving, settling, or other ground movement of sidewalks, steps, ramps, or outside paved areas.		X
<u>EQUIPMENT & SYSTEM MONITORING CHECKS:</u> Conduct periodic inspections of all the systems and equipment mentioned in this section. Maintain a written log of inspection observations and provide prompt notification to MSB Facilities Maintenance Division of any abnormalities, equipment breakdown or failures, or system malfunctions.		X
<u>SOLID WASTE REMOVAL:</u> Removal and proper disposal of all solid waste from the facility and grounds.		X
<u>PARKING LOT SNOW AND ICE REMOVAL:</u> All access and parking lot plowing and snow and ice removal from sidewalk and steps.		X
<u>WATER:</u> The well shall be maintained and tested and shall include water quality testing and sanitary surveys.		X

	<u>MSB</u>	<u>WKHS</u>
<u>SEPTIC:</u>		
Biennial based on borough inspection	X	
Special events		X

Exhibit C - Insurance Requirements

WKHS shall procure and maintain, and shall require its subcontractors, vendors, contractors, program partners, and third-party users to procure and maintain, the insurance described below, as applicable, for the duration of the Agreement and any extensions. All insurance shall be placed with insurers acceptable to the Borough and authorized to do business in the State of Alaska with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Borough.

The Borough reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve WKHS from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the term of this Agreement.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability Insurance (CGL):** Insurance Services Office Form CG 00 01 (or state approved equivalent) covering CGL with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate including but not limited to:

Personal Injury/Advertising Injury	\$1,000,000
Premises & Operations	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Commercial General Liability coverage shall include contractual liability coverage sufficient to support the indemnification obligations assumed by WKHS under this Agreement, without limitation for defense costs.

2. **Sexual Abuse or Molestation (SAM) Liability:** If WKHS, its employees, volunteers, contractors, or program partners will provide programs or activities in which WKHS or persons acting on its behalf have care, custody, or control of minors, or provide supervision of minors (including but not limited to camps, childcare, youth programs, or similar supervised activities), WKHS shall maintain Sexual Abuse or Molestation liability coverage with limits not less than \$1,000,000 per occurrence (or such other limit as approved in writing by the Borough), either by endorsement to the CGL policy or by separate policy.

3. **Workers' Compensation and Employers Liability Insurance:** Statutory as required by the State of Alaska. Employers liability shall be endorsed to the following minimum limits:

Bodily Injury - \$1,000,000 Per Occurrence
Bodily Injury - \$1,000,000 Per Employee
Bodily Injury by Disease - \$1,000,000 Policy Limit

If WKHS currently has no employees as defined under Alaska law, WKHS agrees to obtain the above-

specified Workers' Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

4. **Automobile Liability Insurance:** If WKHS uses vehicles in connection with the Agreement, WKHS shall maintain Automobile Liability Insurance (ISO CA 00 01 or equivalent) covering any auto (Symbol 1), or hired and non-owned autos (Symbols 8 and 9), with a limit not less than \$1,000,000 per accident for bodily injury and property damage.
5. **Property Insurance for Business Personal Property, Collections, and Loaned Property:** WKHS is solely responsible for insuring its own personal property, equipment, materials, furnishings, displays, historical collections, artifacts, and property loaned to, borrowed by, or otherwise in the care, custody, or control of WKHS. The Borough does not provide coverage for, and assumes no liability for, any loss, damage, deterioration, destruction, or theft of WKHS's property or property in WKHS's care, custody, or control, except to the extent caused by the Borough's sole negligence or willful misconduct. WKHS may, at its discretion or as required by any lender or owner of such property, procure and maintain property, fine arts, museum collections, bailee, or other insurance it deems appropriate to protect against these risks. The Borough is responsible for insuring the building, including installed equipment and any Borough-owned contents provided with the facility.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: The Borough, its officers, officials, employees, and volunteers are to be covered as an additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of WKHS including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to WKHS's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 (or state approved equivalent) if a later edition is used).

Primary Coverage: For any claims related to this Agreement, the WKHS's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 (or state approved equivalent) as respects the Borough, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Borough, its officers, officials, employees, or volunteers shall be excess of WKHS's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy: WKHS may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. Umbrella or Excess policies shall not contain exclusions that are more restrictive than the underlying coverage with respect to additional insured status or contractual liability.

Notice of Cancellation, Nonrenewal, and Continuity of Coverage: WKHS shall provide the Borough written notice as soon as practicable, and in no event later than thirty (30) business days after WKHS receives notice, of any cancellation, nonrenewal, lapse, or material reduction in coverage required under this Agreement. WKHS shall maintain continuous coverage with no lapses.

Waiver of Subrogation: WKHS hereby grants to Borough a waiver of any right to subrogation which any insurer of WKHS may acquire against the Borough by virtue of the payment of any loss under such

insurance. WKHS agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Self-Insured Retentions and Deductibles: All self-insured retentions and deductibles shall be disclosed in writing and approved by the Borough prior to commencement of the Agreement. Self-insured retentions shall not exceed \$25,000 without prior written approval of the Borough. The WKHS is solely responsible for all retentions and deductibles, including defense costs. Such amounts shall not apply to, or limit coverage afforded to the Borough, its officers, officials, employees, or volunteers as an additional insured. The Borough may require, at its sole discretion, that the WKHS reduce or eliminate any self-insured retention or deductible, or provide acceptable financial security, including but not limited to a bond or letter of credit, guaranteeing payment of all retained amounts.

Subcontractors and Vendors: WKHS shall require all subcontractors and any vendors or other parties using the facility under its control to comply with these insurance requirements. WKHS shall ensure that the Borough is included as an additional insured on applicable liability policies. WKHS shall also require such subcontractors and vendors to enter into written agreements that include indemnification and hold harmless provisions consistent with this Agreement. For short-term facility users or event participants, the Borough may approve alternative minimum insurance requirements based on the nature and scope of the activity.

Exceptions to Insurance Requirements: Any request for a waiver of a required type of insurance must be submitted in writing. At a minimum, the WKHS shall submit: (a) a current certificate of insurance evidencing all other required coverages; and (b) a written declination or denial letter issued directly by the WKHS's insurance carrier or licensed insurance broker specifically identifying the required coverage, explaining why such coverage cannot be provided, and confirming that the coverage is unavailable to the WKHS in the admitted or surplus lines insurance market. Statements of cost, preference, or inconvenience shall not constitute grounds for a waiver.

Verification of Coverage: WKHS shall provide the Borough with complete evidence of all required insurance prior to commencing operations under this Agreement. Documentation shall include Certificates of Insurance, all applicable endorsements (including Additional Insured, Waiver of Subrogation, and Primary and Non-Contributory endorsements), Declarations pages, and any other policy forms necessary to demonstrate compliance.

For Commercial General Liability and any Umbrella or Excess policies, WKHS shall provide Declarations, Coverage Forms, and Endorsements sufficient to confirm required coverage, including that Umbrella or Excess policies follow form and extend Additional Insured status consistent with the underlying policies.

All documentation is subject to review by the Borough for verification purposes only and shall not constitute acceptance of coverage or a waiver of requirements. Failure to identify deficiencies does not relieve WKHS of its obligation to maintain compliant coverage at all times.

Updated documentation shall be provided upon renewal or modification of any policy and prior to expiration, with no lapse in coverage.

The Borough may require complete, certified copies of any policy at any time. Failure to provide required documentation or maintain compliant coverage constitutes a material breach of this Agreement and may result in suspension of operations or other remedies.

Matanuska-Susitna Borough
Attention: Land Management
350 E. Dahlia Ave.
Palmer, AK 99645

Special Risks or Circumstances: The Borough reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other relevant factors or special circumstances.

Environmental / Pollution Liability: The insurance requirements in this Exhibit do not limit WKHS's obligations under Section 12 of the Agreement. If any activity proposed, conducted, sponsored, permitted, or allowed by WKHS creates environmental or pollution exposure beyond ordinary and incidental museum operations, the Borough may require WKHS, or the responsible contractor, vendor, user, or other party, to provide pollution liability insurance, environmental impairment liability insurance, contractor's pollution liability insurance, or other financial assurance acceptable to the Borough. Failure to provide required coverage or financial assurance may result.