



**SUBJECT:** INFORM THE ASSEMBLY OF THE BOROUGH'S INTENT TO RENEW AND ENTER INTO A NEW MANAGEMENT AGREEMENT FOR A FIVE-YEAR TERM WITH THE CHICKALOON VILLAGE TRADITIONAL COUNCIL FOR THE MOOSE CREEK CAMPGROUND (MP 54.5 N GLENN HWY), AS THE OPERATOR ON BEHALF OF THE BOROUGH ON STATE-OWNED LAND (MSB006811).

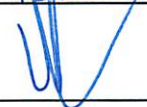

**AGENDA OF:** March 15, 2022

**ASSEMBLY ACTION:**

Presented to the Assembly  
3-15-22 

**MANAGER RECOMMENDATION:** For information only.

**APPROVED BY MICHAEL BROWN, BOROUGH MANAGER:** 

Route To:	Department/Individual	Initials	Remarks
	Originator	MSC for TLM	
	Recreation and Library Manager		
	Community Development Director	EP	
	Finance Director	OK	
	Borough Attorney	AS	
	Borough Clerk	GML 3/7/22	

**ATTACHMENT (S):** Fiscal Note: YES \_\_\_ NO X  
 Vicinity Map (1 pp)  
 Management Agreement 23 pp)

**SUMMARY STATEMENT:** This is to inform the Assembly of the Borough's intent to enter into a Management Agreement with the Chickaloon Village Traditional Council (CVTC) as an operator to manage and develop state land known as the Moose Creek Campground located at Mile Post 54.5 N Glenn Highway for a five-year term. The current management agreement between the Borough and CVTC was extended for one year and expires September 30, 2022 (Ordinance Serial No. 21-098 adopted September 21, 2021).

The Moose Creek Campground is located on state land managed by Alaska Department of Natural Resources (ADNR), Division of Mining, Land and Water. The campground has been in existence as early as 1963 according to the Moose Creek Campground Plat No. 64-3, Palmer Recording District. On April 14, 2011, the Borough entered into a Cooperative Management Agreement with ADNR for the "purposes of managing and developing a campground."

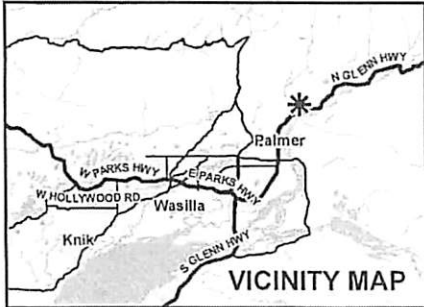
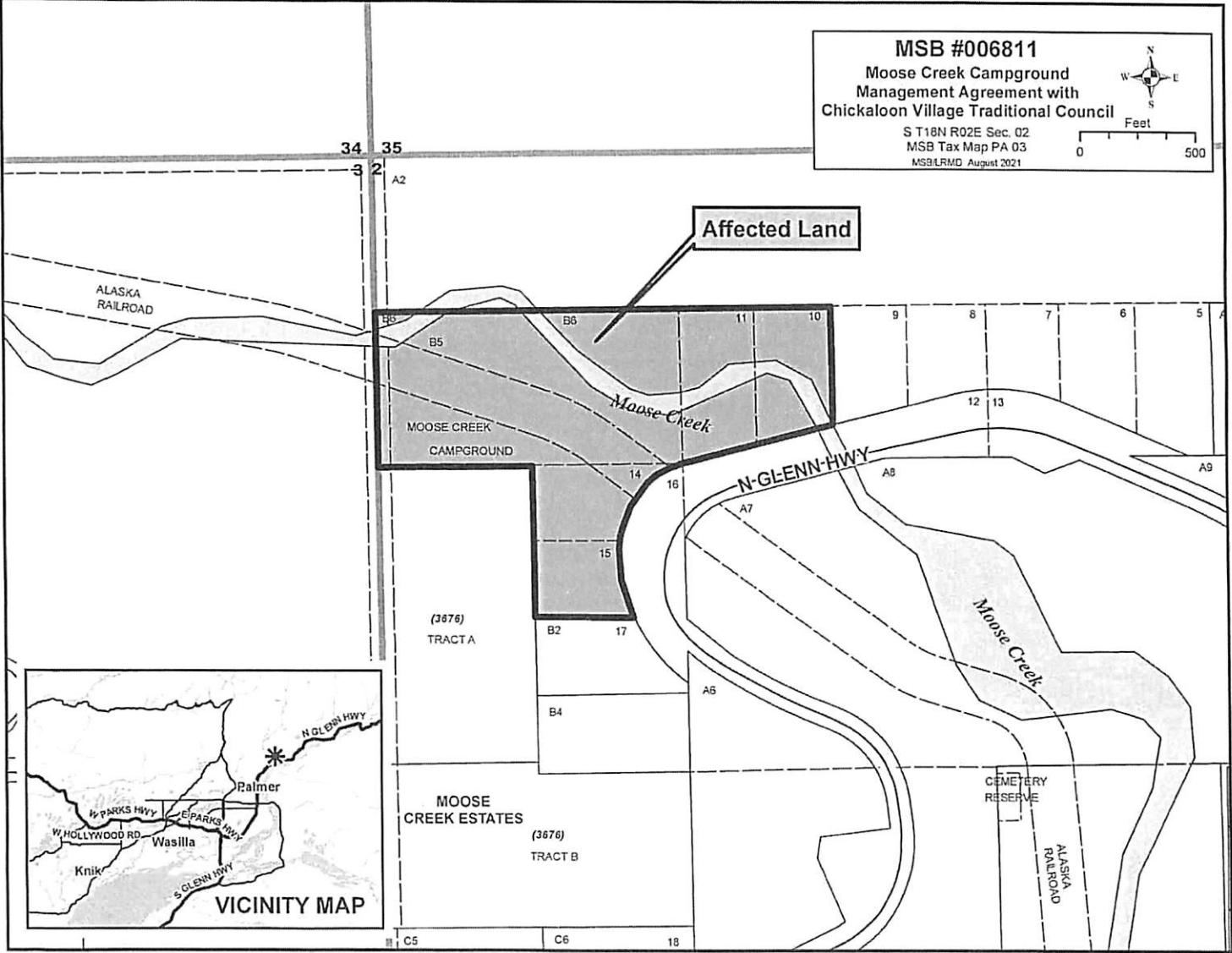
On September 6, 2012, the Borough and CVTC signed a management agreement for CVTC to operate, manage, and develop the campground on behalf of the Borough. During the 30-day public notice to renew the Management Agreement, the Alaska Department of Transportation and Public Facilities requested the Borough apply for a driveway permit. Due to this request, the current management agreement was extended for a one year period that expires on September 30, 2022 in order to complete the driveway permit process. On December 28, 2021, the Borough applied for, and received Driveway Permit #31379 on February 11, 2022.

Renewing the management agreement with CVTC allows continued public use and recreation for the campground and a parking area for the Palmer-Moose Creek Railroad Trailhead (north). The effective date of the new management agreement shall begin upon a fully executed management agreement for a five year period.

Authority: MSB Title 23.10160(E) Management Agreements and adopted Policy and Procedure Manual, Part 40-1, Management Agreements: Any management agreement shall be for a period not to exceed five years unless otherwise expressly approved by the assembly by ordinance.

**MSB #006811**  
 Moose Creek Campground  
 Management Agreement with  
 Chickaloon Village Traditional Council

S T18N R02E Sec. 02  
 MSB Tax Map PA 03  
 MSBLRMD August 2021



Matanuska-Susitna Borough  
Management Agreement  
with  
Chickaloon Village Traditional Council

This management agreement (hereinafter called "Agreement") is made and entered into on \_\_\_\_\_, 2022, by and between the MATANUSKA-SUSITNA BOROUGH (hereinafter called "Borough") and the CHICKALOON VILLAGE TRADITIONAL COUNCIL (hereinafter called "Council").

Whereas, the State of Alaska Cooperative Management Agreement dated April 14, 2011, attached as Exhibit A, between the Matanuska-Susitna Borough and State of Alaska, Division of Mining, Land and Water for management of State owned land located within the NW 1/4 of Section 2, Township 18 North, Range 2 East, Seward Meridian, Alaska, known as the Moose Creek Campground, authorizes a subcontractor to manage and develop the land; and

Whereas, the Matanuska-Susitna Borough wishes to renew the contract for the services of the management and development of the Moose Creek Campground for public use; and

Whereas, the Chickaloon Village Traditional Council wishes renew the management and development contract for the Moose Creek Campground for public use.

Now therefore, in consideration of the covenants and agreements contained herein, the Borough and the Council agree as follows:

**Section 1.**     Description of facility.

The Council does hereby agree to operate, manage, develop/improve and maintain the Moose Creek Campground as the State-owned land located within the NW 1/4, Section 2, Township 18 North, Range 2 East, Seward Meridian, Alaska, as shown in Figure I of Exhibit A, and more particularly described as:

Lots 10, 11, 14, and 15, and the S1/2 NW1/4 NW1/4 of Section 2, Township 18 North, Range 2 East, Seward Meridian, Alaska, excepting therefrom the Glenn Highway right of way.

**Section 2.**     Term.

The management of the campground by the Council shall begin upon a fully executed Agreement and be provided through September 30, 2026, the date of expiration of this Agreement, or the date that the Cooperative Management Agreement dated April 14, 2011, between the Matanuska-Susitna Borough and the State of Alaska is terminated, whichever is earlier, unless this agreement is terminated by either party pursuant to Section 26. The Council shall perform the obligations described herein for the full term subject to Section 26 (Termination).

**Section 3.**     Purpose.

The Council shall manage, operate, develop/improve and maintain (hereinafter called "manage" or "management") the campground to keep it clean, safe and sanitary for public use through the term of the Agreement based on the Cooperative Management Agreement signed April 14, 2011

between the Matanuska-Susitna Borough and the State of Alaska, an approved Plan of Operation attached as Exhibit B, and Site Plan attached as Exhibit C.

**Section 4. Council as an Independent Contractor.**

A. The Council shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer this Agreement and monitor the Council's compliance with this Agreement but shall not supervise or otherwise direct the Council except to provide recommendations and to act on requests to approve or deny certain activities pursuant to the Agreement.

B. The Council's management of the campground shall not be for profit. Any revenue generated as a result of fees for the use of the areas shall be used to offset the costs of repairs, maintenance, operations, and improvements to the campground areas.

**Section 5. Payment for Utilities and Other Services.**

A. Nothing in this agreement shall be construed as obligating the Borough to expend funds for its implementation.

B. It is the responsibility of the Council to initiate and secure all sources of funding. The Council shall pay all costs to operate, manage, develop/improve and maintain the facility for the term of the Agreement, which includes but is limited to all costs of installation and service by utilities, including electric, water, and solid waste and sewage disposal. Utility installation will require an easement from DNR and water use or new well will require the Council to apply for water rights from DNR.

C. The Council shall manage the campground, and maintain the vault toilets in the campground and the wayside area between May 1<sup>st</sup> and October 31<sup>st</sup> of each year of this agreement. Maintenance of the vault toilet shall include pumping, cleaning, and refilling toilet tissue and the emptying of trash. Year round maintenance of the wayside will include necessary parking lot plowing and walkway clearing and sanding to the wayside vault toilet.

D. The Borough shall maintain the wayside vault toilet only between November 1<sup>st</sup> and April 30<sup>th</sup> of each year. This shall be the only responsibility that the Borough accepts and it does not release the Council from any part of this agreement or from liability during that time period.

**Section 6. Plan of Operation and Site Plan.**

The Council shall provide a Plan of Operation, attached as Exhibit B, that clearly outlines plans for development and operation of the campground throughout the term of the Agreement, and a Site Plan attached as Exhibit C, showing the type, size and location of all development planned, both permanent and temporary, in the campground. Both plans shall be reviewed and approved by the Borough prior to any work commencing. Both plans should be updated at least yearly and more often if circumstances significantly change, and resubmitted to the Borough and DNR for approval.

**Section 7. Warranty of Work.**

A. The Council expressly warrants that all materials used to perform this agreement will be of good quality and that all workmanship will meet accepted codes and standards of the trade.

B. The Council shall undertake to correct any workmanship or any defect in materials found

by the Borough to constitute a breach of the Agreement.

**Section 8. Use and Operation.**

A. Use and operation of the campground shall be for campground and camping purposes and provide for the maximum availability of the facilities to the public.

B. The Council shall have discretion to schedule use of the campground, both regularly scheduled use and special events, and may set reasonable rules and fees for camping and trailhead parking. Special events may require additional permitting from DNR, and DNR must be consulted before such events occur. The fee schedule and rules are to be approved by, and filed with, the Borough prior to implementation.

C. Commercial uses and advertising within the campground are prohibited. However, vendor use as authorized by the Council may be allowed during not-for-profit events, notwithstanding, such events must be approved by DNR prior to the event; as such events may fall outside the intended use of the facility as a campground.

**Section 9. Annual Performance and Accounting Report.**

The Council shall submit an annual report to the Borough on or before January 31st of each year of the term or at expiration/termination of this Agreement. At a minimum, the report shall include the following:

- 1) A summary of the previous year events, including regularly scheduled and special event use of the facilities.
- 2) A treasurer's report for the past year including a complete accounting of all receipts and disbursements related to the management, operation, and maintenance of the campground areas.
- 3) A summary of any improvements, previously approved by the Borough, which were completed during the year, and a revised site plan showing planned development and describing any changes for approval.
- 4) A request for approval by the Borough of the proposed schedule of fees for the upcoming year, if there is a change from the previous year's fee schedule.
- 5) Copies of all licenses, permits, authorizations and insurance policies required under the terms of this Agreement.
- 6) A request for approval by the Borough and DNR of proposed improvements, alterations and construction to be accomplished in the upcoming year, particularly those improvements that fall outside the attached development plan.
- 7) Copies of any changes to the Constitution of the Council during the previous year.
- 8) Current list of all officers of the Council, with phone numbers and address.
- 9) Designation of the Council's primary and alternate contact representatives for the upcoming year, with phone numbers and addresses, a job title, and confirmation of authority of each to negotiate this Agreement, attached hereto as Exhibit D.
- 10) A revised plan of operation describing how the various tasks necessary to execute this

Agreement will be performed during the upcoming year, if different than described when approved.

**Section 10. Waste.**

The Council, its volunteers, board members, members, employees, subcontractors, or anyone directly or indirectly employed by them, shall not commit waste on or injury to the property or improvements thereon or allow third parties to commit such waste or injury. The Council shall be liable for all damage, as well as repair or replacement costs during the term of the Agreement.

**Section 11. Rights-of-Way.**

Authority to grant or issue permits for easements and right-of-way is retained by the State of Alaska. Furthermore, DNR retains the authority to issue permits, easements (ROW), Leases, and other authorizations under Title 38 authority.

**Section 12. Assignment or Delegation of Duties.**

The Council may not assign any interest in this Agreement to any person, delegate any duties under this Agreement, nor enter into any contracts for commercial concession or vending on the premises without the prior written approval of the Borough and required permitting through DNR, as the intent of the facility is utilization as a campground. Approval is in the sole discretion of the Borough. Any attempt by the Council to assign any part of its interest or delegate duties under this Agreement without Borough approval shall give the Borough the right to immediately terminate this Agreement.

No assignment or delegation of duties by the Council, even if it is made with the Borough's consent, shall operate to relieve Council of any obligations under this Agreement, whether the same arise before or after the effective date of the delegation. Upon assignment or delegation, the assignee/delegate shall assume all rights and obligations of the Council under this Agreement, including unsatisfied obligations to cure any delinquency or to perform any repairs or other work or action required by the Borough before such assignment or delegation.

**Section 13. Ownership of Improvements.**

All improvements attached to the land will remain with the land and become the property of the landowner, DNR upon expiration or termination of this Agreement. The Borough may be required to restore the land to its pre-existing condition.

**Section 14. Vandalism.**

The Council is responsible for reporting all vandalism, during the effective dates of this Agreement, to the Borough Community Development Department. The Council is responsible for immediate health and safety measures and repairs. If the cost of any repairs exceed funds available to the Council for the management of the campground the Borough will decide whether to repair, or to make other arrangements which may include seeking alternative funding.

**Section 15. Permits, Laws, and Taxes.**

All activities authorized under this Agreement shall be conducted in compliance with applicable federal and state constitutions, federal, state, and borough laws, regulations, and orders of governmental authorities having jurisdiction over the property in effect during the term of this Agreement. The Council agrees to obtain the necessary approvals from all third party interests and obtain all permits or written authorization required by the applicable laws, rules, and

regulations from governing authorities, which includes but is not limited to state permits, and flood hazard area development permits for any excavation, fill, gravel work or development proposed. The Council agrees to provide documentation of all applicable licenses and permits to the Borough. All agreements, licenses, permits, and other authorizations necessary to the performance under this agreement shall be acquired and shall be maintained in good standing. All taxes related to the management, operation and maintenance related to the Agreement, if any, shall be kept current.

Section 16. Alcoholic Beverages.

There shall be no sale or service of alcoholic beverages allowed on the property except as specifically authorized in writing by the Borough Manager and permitted by DNR. If a special event is permitted by DNR, the Council will ensure licenses are in place for the sale of alcohol. Signs will be posted prohibiting alcohol consumption.

Section 17. Non-Discrimination.

The Council shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990).

Section 18. Inspection of Premises.

Borough employees or representatives may at any time enter and inspect the land and facilities. Any unsatisfactory work/services performed or not performed, as the case may be, shall be remedied within a period of thirty (30) days. The determination that work is unsatisfactory or incomplete work shall be determined by the Borough and based upon the performance standard of workmanship and materials designated in Section 7.

Section 19. Fuel Storage/Hazardous Material.

The Council shall prevent site and water contamination from hazardous or potentially hazardous materials. The storage of petroleum or toxic chemicals is prohibited on the campground property. Spills or contamination on the property will be controlled and recovered immediately by the Council, at the Council's expense, and reported to the Alaska Department of Environmental Conservation and the MSB Community Development Department immediately. Nothing herein shall prohibit or prevent the Council from seeking recovery of its expenses for such control and recovery from the responsible party.

Section 20. Safety.

The Council is responsible for the safety of all persons entering the property including, but not limited to, visitors, campground users, fishermen, spectators, employees, contractors, vendors, members, volunteers, pedestrians, or any other person on the campground property. The Council agrees to provide visitors and campground users with information regarding rules, safety regulations, and other information pertaining to the property and the Agreement. Public Trust Doctrine for access to and along waterbodies must be allowed.

Section 21. Flow down Provisions.

The Council also assumes all the obligations that the Borough has agreed to in the Cooperative Management Agreement dated April 14, 2011, between the Matanuska-Susitna Borough and the State of Alaska, attached hereto as Exhibit A, which includes the following:



- 1) Install and maintain picnic tables, outhouse facilities, and waste receptacles. Repair, replace, or remove the improvements in the event they become damaged or vandalized.
- 2) Perform routine maintenance, which includes cleaning and pumping of outhouses, painting or other maintenance associated with the picnic facilities, and emptying trash receptacles.
- 3) Comply with all applicable laws, regulations, rules, and orders.
- 4) Notify the Borough prior to developments on site or implementation of any new fees.
- 5) Insure all agreements, licenses, and other permits necessary to the performance under this agreement are acquired and shall require that they be maintained in good standing.
- 6) Include stipulations designed to prevent site and water contamination from hazardous or potentially hazardous materials.
- 7) Report annually to the Borough the actual costs and revenue collected from all third party agreements entered in to manage the area so the Borough can report to the State.

**Section 22. Defense and Indemnification.**

The Council agrees to indemnify, defend, and hold and save the Borough, its elected and appointed 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 attorneys' fees for or on account of any and all legal actions or claims of any character. The Council shall be responsible under this clause for any and all legal actions, or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulation, deprivation of constitutional rights, contractual claims or any other kind of loss, tangible or intangible, sustained by any person, or property arising from the Council or Council's officers, agents, employees, partners, attorney, suppliers, visitors, whether invited or not, licensees, guests, and subcontractors performance or failure to perform this Agreement in any way whatsoever. This defense and indemnification responsibility includes any claim by the State to the Borough to hold it harmless from liability, including costs and attorneys' fees for all actions or claims resulting from injuries or damages sustained by any person or property as a result of the Borough's or the Council's performance of this agreement. 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 losses, failures, violations, or damages.

If any portion of this clause is voided by law or a court of competent jurisdiction the remainder of the clause shall remain enforceable.

**Section 23. Limited Waiver of Sovereign Immunity.**

The Council hereby agrees to a limited waiver of its sovereign immunity solely in order to carry out its obligations under this Agreement to manage the Moose Creek Campground. No other waiver may be implied, and a waiver for any other purpose is expressly denied. The anticipated term of the Cooperative Agreement is the date that both parties sign the Agreement until September 30, 2026. As a result, the Council will not assert the defense of sovereign immunity in order to carry out its obligations under this Agreement in the following circumstances:

- 1) In any action or claim, of any nature, by the Matanuska Susitna Borough that is alleged during the term of the Agreement;

- 2) In any action or claim, of any nature, by the Matanuska Susitna Borough that is alleged to have occurred or arisen during the term of the Agreement; or
- 3) In any action or claim, of any nature, by the Matanuska Susitna Borough that, after exercising all reasonable and due diligence that would be expected of a person in like circumstances, is discovered later than the termination of this Agreement, but that is alleged to relate to or result from actions or omissions that occurred during the term of the Agreement. However, this section shall not be interpreted as granting Tribal consent for a suit or claim to be brought directly against the Council or any Council official or employee by any party other than the Matanuska-Susitna Borough.

**Section 24. Insurance.**

During the term of the Agreement, the Council must purchase and maintain, and shall require all independent contractors and any other affiliates to maintain while performing work on the premises, the minimum insurance coverages and limits specified in Exhibit E, which may, upon responsible notice, be increased by the Borough at its sole discretion.

A. The Council will submit proof of insurance in a form acceptable to the Borough. Each policy, if insurance is required by this Section, shall provide for no less than thirty (30) days advance notice to the Borough prior to cancellation. The Matanuska-Susitna Borough shall be named as an additional insured for purposes of this grant on all liability insurance policies except workers compensation and professional liability.

B. General Liability and Automobile policies shall be endorsed to waive all rights of subrogation against the Matanuska-Susitna Borough by reason of any payment made for claims under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

**Section 25. Severability.**

If any section or clause of the 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 26. Jurisdiction: Choice of Law.**

The interpretation and enforcement of the Agreement shall be governed by the laws of the United States and the State of Alaska. Any civil action arising from this Agreement shall be brought in the Federal District Court in Anchorage, Alaska, to the extent there is jurisdiction, or in the Alaska Superior Court, Third Judicial District of Palmer.

**Section 27. Interpretation and Enforcement.**

This Agreement has been jointly drafted by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, not for or against any party. The titles of sections in this Agreement are not to be construed as limitations or definitions but are for identification purposes only.

**Section 28. Termination.**

The Borough Manager or the Council may terminate this Agreement for their convenience for any reason or no reason, thirty (30) days after written notice of termination to the other party.

Section 29. Cause Beyond Control.

In the event the Council is prevented by a cause or causes beyond its control from performing any obligation of the Agreement, nonperformance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Council liable for damages. However, if and when such cause or causes cease to prevent performance, the Council shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," and used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Council and which prevent the performance of the Council: fire, explosions, acts of God, war, order or law of duly constituted authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the Council from performing the terms of the Agreement as set forth herein. Events which are peculiar to the Council and would not prevent another group of entity from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Council. The Borough will determine whether the event preventing the Council from performing is cause beyond the Council's control.

Section 30. Modifications.

The parties may mutually agree to modify the terms of the Agreement. All modifications to the Agreement shall be incorporated by written amendments to the Agreement and be executed by both parties.

Section 31. Contract Administration.

The Matanuska-Susitna Borough, Community Development Director will be the representative of the Borough administering this Agreement. Reports, requests, insurance certificates, permits, proposals for fee schedules, plans and other daily management issues under this Agreement, shall be submitted to the Matanuska-Susitna Borough, Director of Community Development Department, 350 B. Dahlia Avenue, Palmer, Alaska 99645.

The Council Chairman, Chief Gary Harrison, will be the representative of the Council and is authorized to act on behalf of the Council in regard to this Agreement. Correspondence shall be submitted to Chickaloon Village Traditional Council, Jessica Winnestaffer, Environmental Stewardship Director, Post Office Box 1105, Chickaloon, AK 99674-1105.

Section 32. Understanding.

The Council acknowledges that the Council has read and understands the terms of the Agreement, has had the opportunity to review the same with counsel of its choice and is executing the Agreement of its free will and as authorized by its by-laws.

Section 33. Notice.

All written notices required to enforce, modify, or terminate this Agreement shall be sent to the parties as follows:

MSB Community Development Department  
350 E. Dahlia Avenue  
Palmer, Alaska 99645

Chickaloon Village Traditional Council  
Post Office Box 1105  
Chickaloon, AK 99674-1105

Section 34. No Waiver.

No assent, expressed or implied, by the Borough to breach of 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 the Council be deemed a waiver by the Borough of the rights of remedies with respect to such breach.

Section 35. 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 assurance, whether oral or written, which are in any way related to the subject matter of the Agreement and the performance of either party hereto, are merged and integrated into the terms of this document. To the extent they are not inconsistent with the terms of this Agreement, the following documents are incorporated by reference into the Agreement as if fully set forth herein:

- Exhibit A Cooperative Management Agreement, with Attachment A, between Matanuska Susitna Borough and the State of Alaska
- Exhibit B Plan of Operations for Years 2021-2026
- Exhibit C Site Plan
- Exhibit D Chickaloon Village Traditional Council Members
- Exhibit E Insurance Requirements



CHICKALOON VILLAGE TRADITIONAL COUNCIL

\_\_\_\_\_  
Chief Gary Harrison, Chairman

ACKNOWLEDGEMENT OF LESSEE/PERMITTEE/BUYER

STATE OF ALASKA)  
  )ss.  
Third Judicial District )

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared, \_\_\_\_\_, Chairman, of Chickaloon Village Traditional Council, a corporation, known to me to be the identical individual who executed the foregoing instrument, and they acknowledged before me that they executed the Management Agreement as the free and voluntary act of said corporation, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public for State of Alaska  
My commission expires: \_\_\_\_\_

Exhibit A  
Cooperative Agreement Between  
Matanuska Susitna Borough  
and the  
State of Alaska

**COOPERATIVE MANAGEMENT AGREEMENT  
BETWEEN  
MATANUSKA-SUSITNA BOROUGH  
AND  
STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER**

**THIS AGREEMENT** is made and entered into between the Matanuska-Susitna Borough (MSB), whose address is 350 East Dahlia Avenue, Palmer, Alaska, 99645, and the State of Alaska, Department of Natural Resources, Division of Mining, Land, and Water (DMLW) whose address is 550 West 7<sup>th</sup> Avenue, Suite 900, Anchorage, Alaska, 99501, and outlines certain management duties and responsibilities of the MSB and DMLW.

The MSB does hereby agree to manage, and the DMLW does hereby agree to accept, the management in accordance with the following terms (hereinafter referred to as "agreement").

**I. Purpose:** Under this agreement, the DMLW grants surface land management responsibilities as described below, to the MSB. This agreement will remain in effect during each and every calendar year of its existence.

**II. Authority:** This agreement is entered into under the authority of AS 38.05.027.

**III. Legal Description:** Those DMLW owned lands which are located in the NW ¼ of Section 2, Township 18 North, Range 2 East, Seward Meridian encompassing 40 acres +/- to be reduced in final development plan. (see Figure 1)

**IV. Management Intent:** To utilize an area on State of Alaska owned lands for the purpose of managing and developing a campground which includes installing and maintaining picnic tables, outhouse facilities, and waste receptacles. Additional management authorizations are outlined in Attachment A.

**V. Matanuska-Susitna Borough Responsibilities:** Under this agreement, and as funding allows, the MSB or their subcontractors will install and maintain picnic tables, outhouse facilities and waste receptacles. The MSB or their subcontractors will repair, replace, and/or remove the improvements in the event that they become damaged and/or vandalized. Routine maintenance will include cleaning and pumping of outhouses, painting or other maintenance associated with the picnic facilities, and emptying trash receptacles. The MSB will provide staff and equipment to actively manage improvements as funding allows. In the event funding for the management and maintenance of these facilities isn't available, the MSB will remove the outhouses, picnic tables and waste receptacles.

**VI. Division of Mining, Land, and Water Responsibilities:** The DMLW will not create or approve any other interests not already existing on land covered by this agreement without first consulting with the MSB. The DMLW shall give the MSB a minimum of 30 days to review and comment on any such proposals, and shall take all steps necessary to ensure that land management objectives for authorizations remaining under the DMLW's jurisdiction do not conflict with the MSB's management of the facilities on this land. The State shall be responsible for exercising powers, including management, inspection and

Cooperative Management Agreement  
Between the DMLW and the MSB  
Campground - Moose Creek

1

control of all adjacent state land under the jurisdiction of the Division of Mining, Land and Water and not managed under this agreement with the Borough, as provided under Title 38, Alaska State Statutes and the Alaska Administrative Code.

**VII. Compliance with Governmental Requirements:** MSB shall, at its expense, comply with all applicable laws, regulations, rules and orders, and the requirements and stipulations included in this authorization. The MSB shall require compliance by its employees, agents, contractors, subcontractors, or licensees.

**VIII. General Provisions:** This agreement conveys no property interest from the DMLW to the MSB. The agreement may not be assigned, in whole or in part, without the separate, written approval of the DMLW, and the MSR.

**IX. Term:** This agreement shall remain in effect unless terminated by the Director of the Division of Mining, Land, and Water, or by the Manager of the Matanuska-Susitna Borough.

**X. Notices:**

Borough Manager  
Matanuska-Susitna Borough  
350 East Dahlia Avenue  
Palmer, Alaska 99645

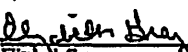
Regional Manager  
Southcentral Regional Office  
Division of Mining, Land, and Water  
Alaska Dept. of Natural Resources  
550 West 7<sup>th</sup> Ave., St. 900c

**XI. Termination/Amendments:** This agreement may be terminated by the Director of the Division of Mining, Land, and Water, or by the Manager of the Matanuska-Susitna Borough at any time. Termination or amendments to this agreement may be proposed in writing by the DMLW or MSB at any time. Amendments to the original agreement will become effective immediately upon written approval of both the DMLW and the MSB.

**XII. Adoption:** This agreement shall be effective from the date of signature of both parties.

This agreement has been reviewed, agreed to, and executed by the following parties:

 4/14/11  
W. J. McCreck Date  
Acting Director  
Division of Mining, Land, and Water

 4-11-11  
Elizabeth Gray Date  
Acting Borough Manager  
Matanuska-Susitna Borough

Cooperative Management Agreement  
Between the DMLW and the MSB  
Campground - Moose Creek

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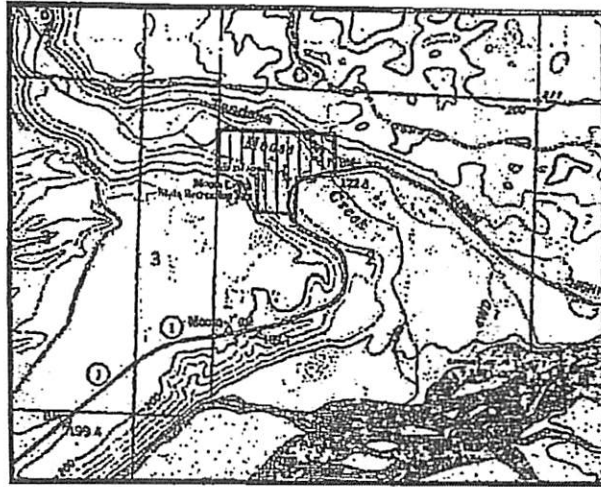


Figure 1 - Map depicts location of the Moose Creek area

**ATTACHMENT A  
ADDITIONAL MANAGEMENT AUTHORITY  
MOOSE CREEK CAMPGROUND**

The following additional management authorization is granted for the public use area Moose Creek Campground and shall include the following:


1. The State shall be notified prior to developments on site or implementation of any new fees. A development plan shall be required.
2. Under this agreement, the Borough may authorize third party agreements and contracts for management of campground and associated facilities.
3. The Borough shall insure all agreements, licenses, and other permits necessary to the performance under this agreement are acquired and shall require that they be maintained in good standing.
4. The Borough or subcontractors may charge fees for camping and trailhead parking consistent with Borough adopted fee policies to offset the cost of maintenance of the facility.
5. The Borough may perform or give third parties authorization to perform maintenance work, campsite development, hardening and minor relocation of campground improvements within the approved area.
6. The Borough shall include, on any third party authorizations, stipulations designed to prevent site and water contamination from hazardous or potentially hazardous materials; may require performance bonds in an amount commensurate with the scope and intensity of site use, including site clean-up and shall hold the State harmless from all liability, including costs and attorney's fees for all actions or claims resulting from injuries or damages sustained by any person or property as a result of the Borough's, its contractor's, or its employees' performance of this agreement.
7. The Borough shall share with the State reports of improvements, third party agreements, licenses or other permits issued at least once annually.
8. The Borough will report annually to the State the actual costs and revenue collected from all third party agreements entered into to manage the area.

EXHIBIT B  
Chickaloon Village Traditional Council  
Plan of Operation – Moose Creek Campground  
September 2021 through September 2026

**Proposed Operations and Infrastructure Developments for September 2021 to 2026:** (dependent upon funding availability)
















1. Campground open and maintained by Chickaloon Village Traditional Council approximately May 20 to September 30 each year.
2. Wayside and Campground maintained by Chickaloon Village Traditional Council from May 1 to October 31 each year.
3. On-site water source developed (dependent upon funding).
4. ADA accessible trail designed and installed to creek with interpretive signs (dependent upon funding).

EXHIBIT C  
Moose Creek Campground Site Plan



## Moose Creek Campgrounds

Infrastructure 2021

Campground Amenities	
	Bearproof Trash w/ recycle
	Boulder
	Campsite
	Group Fire Ring
	Kiosk
	Park Bench
	Parking
	Pavilion (w/ picnic tables & grills)
	Playground
	State Forestry Sign
	Toilet (w/ trash can)
	Water Source
	Campground Gates
	Trails
	Roads

Chickaloon Native Village  
Environmental Stewardship Department

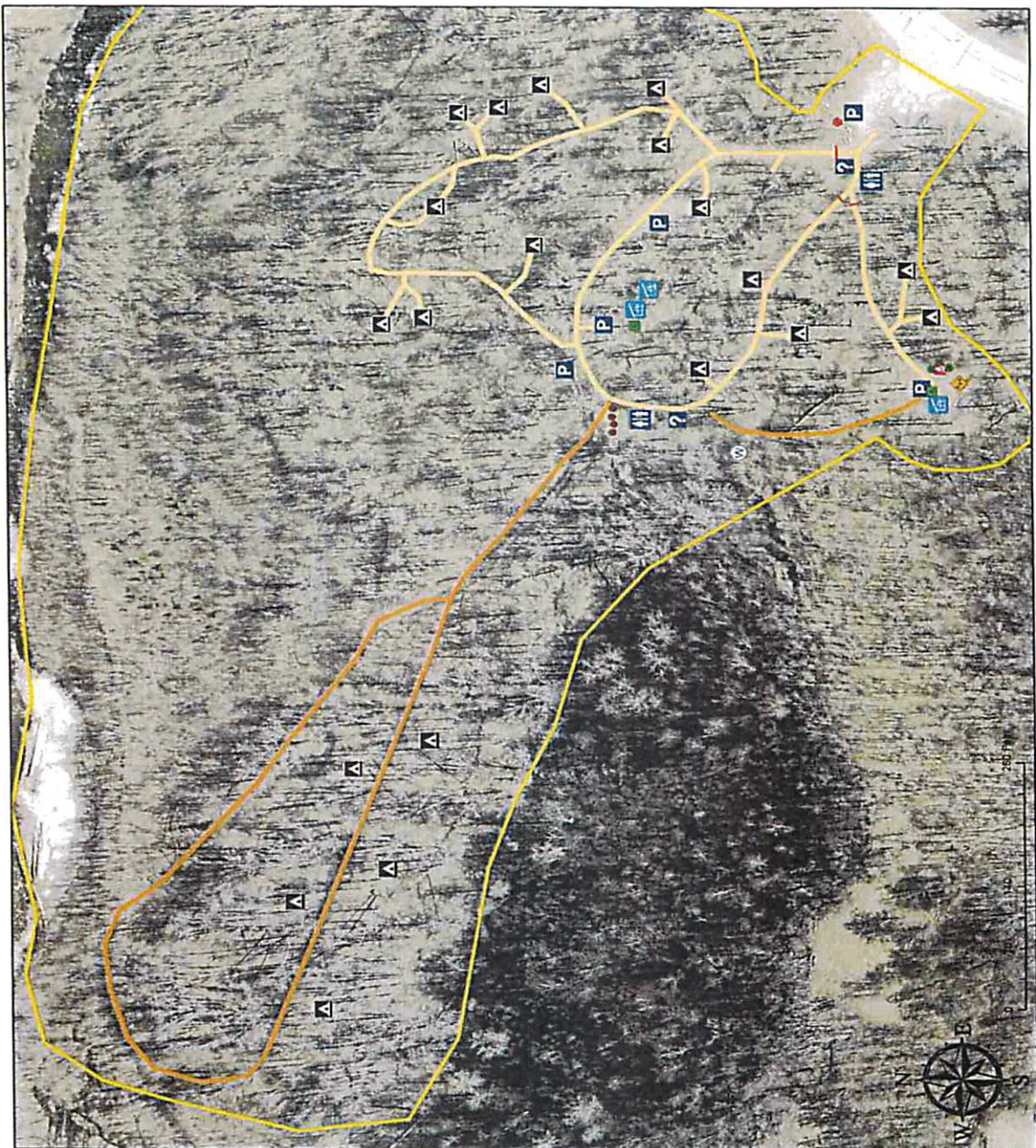


EXHIBIT D  
Chickaloon Village Traditional Council Members  
August 2021

**2021 Chickaloon Village Traditional Council Members**

All can be reached at 907.745.0749 and PO Box 1105, Chickaloon, AK 99674

Chief Gary Harrison – Traditional Chief and Chairman

Shawna Larson – Vice-Chairwoman

Philip Ling - Secretary

Doug Wade – Treasurer

Kari Shaginoff – Member

Sondra Shaginoff-Stuart – Member

Lisa Wade – (Member on sabbatical)

**2021 CVTC Project Manager for Moose Creek Campground and Wayside**

Jessica Winnestaffer, Environmental Stewardship Director, 907.745.0737, [jewinnestaffer@chickaloon-nsn.gov](mailto:jewinnestaffer@chickaloon-nsn.gov)

**Physical Address:**

Chickaloon Village Traditional Council  
21117 East Meyers  
Sutton, Alaska 99674 (Brown Building)

**Mailing Address:**

Chickaloon Village Traditional Council  
PO Box 1105  
Chickaloon, Alaska 99674-1105

EXHIBIT E  
INSURANCE

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

It is highly recommended that the Council confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

The Council shall procure and maintain the following insurance:

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services office form number CG 0001 (Edition 04/13) covering Commercial General Liability.
2. Insurance Services office form number CA 0001 (Edition 04/13) covering Automobile Liability, symbol 1 "any auto."
3. Worker's Compensation insurance as required by the State of Alaska and Employers Liability Insurance.

B. Minimum Limits of Insurance

The Council shall maintain limits no less than:

1. General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, property damage, personal injury, and advertising injury. The general aggregate limit shall be \$1,000,000. The general aggregate limits shall apply separately to each project.

General liability insurance shall be maintained in effect throughout the term of the Agreement.

If the general liability insurance is written on a claim made form, the Council shall provide insurance for a period of two years after termination or expiration of this Agreement. The policy(s) shall evidence a retroactive date, no later than the beginning of this Agreement.



2. Auto Liability:

\$100,000 combined single limit per accident for bodily injury and property damage.

3. Worker's Compensation and Employers Liability:

Worker's Compensation shall be statutory as required by the State of Alaska. Employer's liability shall be endorsed to the following minimum limits:

Bodily injury by Accident -	\$100,000 each accident
Bodily injury by Disease -	\$100,000 each employee
Bodily injury by Disease -	\$500,000 policy limit

4. Excess Liability:

In order to meet the required minimum limits of insurance it is permissible for the Council to combine an excess liability or umbrella policy with the general liability, auto liability or employer's liability. In the instance where the Council purchases an excess liability or umbrella policy the occurrence limit and the aggregate limit may be of the same amount.

C. Deductibles and Self-Insured Retention

Prior to work commencing, any deductible or self-insured retention must be declared and approved by the Borough. The Council may be requested to demonstrate how the deductible or self-insured retention will be funded in the event of a claim. At the option of the Borough, the Council shall reduce or eliminate such deductibles or self-insured retention as respects the Borough, its officers, officials, employees and volunteers; or the Council shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

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

1. General Liability, Automobile Liability

- a. The Borough, its Administrator, officers, officials, employees and volunteers shall be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Council; products and completed operations of the Council premises owned, occupied or used by the Council or automobiles owned, leased, hired or borrowed by the Council. The coverage shall

contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees, and volunteers.

- b. Coverage shall be primary insurance and non-contributory as respects the Borough, its Administrator, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Borough, its Administrator, officers, officials, employees, and volunteers shall be excess of the Council insurance and shall not contribute to it.
- c. Coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the Borough, its Administrator, officers, officials, employees, and volunteers for losses arising from work performed by the Council or any subcontractor of the Council in relation to this Agreement.

3. All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Council or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the Borough. Such notice shall be mailed by the Council to the attention of the Borough's Land Management Officer.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-VII.

F. Verification of Coverage

The Council shall furnish the Borough with certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms acceptable to the Borough. All certificates are to be received and approved by the Borough before work commences. The Borough reserves the rights to require complete, certified copies of all required insurance policies, at any time.



G. Subcontractors

The Council shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.

H. Lapse in Insurance Coverage

A lapse in insurance coverage, any change that restricts, reduces insurance provided, or changes name of insured without Borough approval is a material breach of this agreement, which shall result in immediate termination of the agreement.