

SUBJECT: INFORMING THE ASSEMBLY OF THE BOROUGH MANAGER'S SIGNATURE ON A MEMORANDUM OF AGREEMENT REGARDING THE TALKEETNA VILLAGE AIRSTRIP REVETMENT RECONSTRUCTION.

AGENDA OF: April 21, 2026

ASSEMBLY ACTION:

Presented to the Assembly 04/21/26 - EMW

AGENDA ACTION REQUESTED: For information only.

Route To	Signatures
Originator - Mike Campfield	4 / 6 / 2 0 2 6 X M i k e C a m p f i e l d S i g n e d b y : M i k e C a m p f i e l d
Public Works Department Director	4 / 6 / 2 0 2 6 X T o m A d a m s , P E S i g n e d b y : T o m A d a m s
Finance Director	 R e c o v e r a b l e S i g n a t u r e 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	4 / 7 / 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	4 / 7 / 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	4 / 1 0 / 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) : Memorandum of Agreement (10 pp)

SUMMARY STATEMENT: In August 2025, severe storms caused flooding in Talkeetna resulting in damage to the Talkeetna Village Airstrip, including revetment armor rock removal and erosion because of high water along the Susitna River.

In September 2025, Governor Mike Dunleavy amended the August 29, 2025, August Storm Disaster Declaration to include the Matanuska-Susitna Borough and the Talkeetna Airmen's Association. The amendment directed the Department of Military and Veterans

Affairs (DMVA), through its Public Assistance Grant Program (PAGP), to facilitate associated project worksheets under the approved Disaster Declaration (No. AK-25-320) for the Association, in an amount yet to be determined, to support repairs to the Talkeetna Village Airstrip. DMVA requires a Memorandum of Agreement between the Association and the Borough to define the roles and responsibilities of each entity upon the award of funding to the Association.

This agreement was signed by the Talkeetna Airmen's Association on February 25, 2026, and by the Borough Manager on April 2, 2026.

This collaboration demonstrates the State and Borough's commitment to address the seriousness of the Susitna River erosion taking place along the west shoreline of the Susitna River threatening the town of Talkeetna.

MEMORANDUM OF AGREEMENT
BETWEEN MATANUSKA-SUSITNA BOROUGH AND
THE TALKEETNA AIRMEN'S ASSOCIATION
REGARDING THE VILLAGE AIRSTRIP REVETMENT RECONSTRUCTION

The parties to this Agreement (hereafter Agreement) are the Matanuska-Susitna Borough (hereafter BOROUGH), a second-class Borough established under Alaska law, and the Talkeetna Airmen's Association (hereafter ASSOCIATION). This Agreement is effective upon execution by the BOROUGH and the ASSOCIATION.

WHEREAS, MSB 1.10.010(4) authorizes the BOROUGH and the ASSOCIATION to enter into agreements, including those for cooperative or joint administration of any functions or powers with a local government, with the state, or with the United States; and

WHEREAS, the Talkeetna Village Airstrip is an important transportation asset providing a landing strip for aircraft within Talkeetna and provides an emergency back-up runway to the Talkeetna Airport for small plane operations; and

WHEREAS, at the time of this Agreement, the Talkeetna Village Airstrip property is owned by the Bureau of Land Management (BLM), however, the ASSOCIATION has the responsibility for operations and maintenance; and

WHEREAS, in August 2025, severe storms caused flooding in Talkeetna resulting in damage to Talkeetna Village Airstrip, including revetment armor rock removal and erosion because of high water along the Susitna River; and

WHEREAS, the ASSOCIATION wants to repair the revetment at the Talkeetna Village Airstrip; and

WHEREAS, in September 2025, Governor Mike Dunlevy amended his 2025 August Storm Disaster Declaration from August 29, 2025 to include the Matanuska Susitna Borough and the Talkeetna Airman's Association, and directed the Department of Military and Veterans Affairs (DMVA) through their Public Assistance Grant Program (PAGP) to facilitate any associated project worksheets under the approved Disaster (No. AK-25-320) to the ASSOCIATION in an amount yet to be determined to repair Talkeetna Village Airstrip.

WHEREAS, the parties to this Agreement agree that the revetment along the banks of the Susitna River at the south end of the Talkeetna Village Airstrip (hereinafter the "Project"), will repair, reconstruct and improve the revetment, including the flood-damaged segment; and

WHEREAS, DMVA requires an Agreement between the ASSOCIATION and the BOROUGH to outline the responsibilities of each entity upon award of DMVA funding to the ASSOCIATION; and

WHEREAS, it is in the best interest of the public and interests of both the BOROUGH and ASSOCIATION that the BOROUGH assume all responsibility for the Project's Scope of Work as described below; and

WHEREAS, the parties desire to define responsibilities for the Project facilities and improvements operated and maintained by the ASSOCIATION, that will remain with the ASSOCIATION upon completion of the Project; and

WHEREAS, the land ownership will remain with BLM and the lease agreement between BLM and the ASSOCIATION shall remain in effect; and

WHEREAS, upon final completion of the Project, the ASSOCIATION will accept transfer of improvements and maintain the Talkeetna Village Airstrip revetment in its entirety.

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this Agreement, to provide planning, design, construction, and maintenance for the Project as set forth below:

1. SCOPE OF WORK

- This Project will reconstruct the revetment on the banks of the Susitna River adjacent to the Talkeetna Village Airstrip including riprap hauling and placement.
- The scope of the improvements for the Project being implemented under this Agreement shall be depicted within the drawings for the Project. Once the final Plans, Specifications and Estimate (PS&E) are approved for construction, the PS&E will be incorporated into the Agreement. It is the intent of the parties the final PS&E will then be an Exhibit to this Agreement.

2. PLANNING, DESIGN AND CONSTRUCTION

- Within the limits of approved funding, the BOROUGH shall plan, design, and construct the Project as per current standards. It will provide all management, labor, material, and equipment necessary to construct the Project according to the provisions in the Project documents and plans.
- The ASSOCIATION shall be provided with an opportunity to participate in all phases of development, including status meetings, design reviews and decisions that may affect technical aspects or cost of the Project.
- BOROUGH Responsibilities
 - i. Ensure funds used for the Project are expended in accordance with applicable laws and regulations.
 - ii. Plan, design, and construct the Project.

- iii. Acquire all permits necessary for the project.
 - iv. Execute and manage any professional service agreements, as necessary.
 - v. Keep ASSOCIATION point-of-contact informed of the Project status.
 - vi. Staff time and expenses may be charged to the Project.
 - vii. Include the ASSOCIATION in review assembly distributions.
 - 1. The ASSOCIATION will be given opportunity to review and comment on design and contract documents at the 95% percent "PS&E Review" stage of design development.
 - 2. The ASSOCIATION shall be provided 5 days to review and comment on the draft design documents. The BOROUGH will consider written requests for additional time submitted by the ASSOCIATION.
 - 3. Written comments will be adjudicated to the satisfaction of all parties before advancing to construction.
 - viii. Upon completion of changes from the PS&E review, the Final PS&E will be submitted to BOROUGH Purchasing Division to establish the bid advertising period.
 - ix. Submit each proposed change order to the ASSOCIATION for review and comment before the work covered by the change order begins. Note if approval might result in a change to work performed on the portion of the Project funded by the ASSOCIATION's Non-Local Contribution for the Project.
- ASSOCIATION Responsibilities
 - i. Establish a single point-of-contact with sufficient authority and responsibility to communicate to BOROUGH on all decisions or notifications required by this Agreement.
 - ii. Participate with BOROUGH on all decisions required by this Agreement.
 - iii. Ensure compliance with all DMVA funding requirements.
 - iv. Timely process BOROUGH invoices and submit to DMVA for cost reimbursement on behalf of the BOROUGH for all work performed on the segment of roadway damaged by flooding.

- v. Participate with BOROUGH during inspections to ensure the project is built to the ASSOCIATION's satisfaction.

3. MAINTENANCE AND OPERATIONS

- The BOROUGH's responsibilities for the Project site will begin when a notice to proceed is issued by the BOROUGH to the contractor. The BOROUGH's responsibility will end upon issuance of Substantial Completion
 - i. "Substantial Completion" means a formal Letter of Substantial Completion issued by BOROUGH Public Works Department. This letter is issued at the time at which the Project or a portion of the project (a) can be safely and effectively used by the public without further delays, disruption, or other impediments, and (b) revetment riprap placement work is complete.
- The ASSOCIATION agrees to resume maintenance responsibilities for the Project commencing on the date Substantial Completion is formally established.

4. FUNDING

- The BOROUGH's sole financial participation in the planning, design, and construction of the Project is the allocation of staff time, as stated with this Agreement.
- The ASSOCIATION agrees to facilitate the use of DMVA funding to reimburse the BOROUGH for all work that is performed on the segment of the revetment damaged by flooding and flood mitigation improvements, if any.
- Until the DMVA grant funding is fully utilized, the BOROUGH will submit progress payment requests monthly, and the ASSOCIATION will review and submit to DMVA for reimbursement on behalf of the BOROUGH. Billing back up documentation will not be required but will be made available by the Borough should an audit be requested.
- The ASSOCIATION agrees to review progress payment requests and provide any questions to the BOROUGH within 10 calendar days of receiving the progress payment request. The BOROUGH shall answer all questions in writing, submit all requested backup information, and submit a revised progress payment request. The ASSOCIATION will review the progress payment request as stated above and the process will be repeated until there are no questions. Once there are no questions on the progress payment request, but no later than 45 days from the date of receipt, the ASSOCIATION shall process the progress payment request

for payment and submit to DMVA for reimbursement on behalf of the BOROUGH.

- The BOROUGH shall submit a quarterly status and expenditure report to the ASSOCIATION. The first report shall be due at the end of the quarter in which the agreement has been executed, and a subsequent report shall be due every three months thereafter until project completion (i.e., after acceptance by the ASSOCIATION that the BOROUGH has completed its requirements under this Agreement).
- The parties agree the DMVA contribution is limited to that stated above. In the event there are construction cost overruns or construction claims related to the repair segment of the project, the ASSOCIATION, in its sole discretion, will consider whether to collaborate and seek additional funding from DMVA for the portion of the project that was damaged from flooding.
- These provisions on DMVA contribution are not meant to limit the BOROUGH or the ASSOCIATION from providing additional funding at their sole discretion.
- The BOROUGH, upon completion of the Project, shall provide the ASSOCIATION with the final expenditure report, certified by the BOROUGH, of all costs incurred in the accomplishment of the Project. Upon receipt of the final expenditure report, the ASSOCIATION, within 30 days, will submit the final payment to DMVA for reimbursement on behalf of the BOROUGH.
- The BOROUGH recognizes that AAC 45.010 Audit Requirements establishes specific audit requirements for agreements executed after August 1, 1985. The ASSOCIATION will agree to provide the BOROUGH notice of any additional audit requirements that apply, and the BOROUGH agrees to be subject thereto. The ASSOCIATION is permitted to audit, at its discretion, the project upon written project completion notification by the BOROUGH. The BOROUGH shall maintain all project records for no less than three (3) years after ASSOCIATION makes final payment.
- The ASSOCIATION shall have no claim against the BOROUGH for cost overruns or if the available funding is not adequate to complete the Project.
- The parties agree to comply and shall require compliance by any contractor with all applicable local, state, and federal codes, statutes, and regulations. This specifically includes any laws relating to civil rights.
- The BOROUGH shall ensure that none of the funds paid to it under this Agreement will be used by the Borough for the purposes of lobbying activities before the Alaska State Legislature.

5. GUARANTEES AND WARRANTIES

- The BOROUGH shall administer such warranties and guarantees as are provided in the construction plans and specifications for the Project for a period of 1 (one) year from the date of the Letter of Substantial Completion issued by the BOROUGH. The BOROUGH and the ASSOCIATION shall notify each other in writing upon discovery of any failure or defect covered by the Project.

6. INCORPORATION CLAUSE

- The BOROUGH shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable manuals and guidelines, including those provisions that would apply to the ASSOCIATION if the ASSOCIATION were to perform those tasks to be performed under this Agreement by the BOROUGH. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

7. INDEMNIFICATION

- To the maximum extent allowed by law, the ASSOCIATION shall indemnify, defend, and hold the BOROUGH, its officers, employees, and agents (collectively the "Indemnified Parties") harmless from all liability, claims, causes of action, and costs (including attorney's fees) arising out of this Agreement or relating to the obligations assigned or work performed under this Agreement, including, but not limited to, liability, claims, and causes of action alleging or arising out of a negligent act or omission by one of the Indemnified Parties.
- Notwithstanding the foregoing, the ASSOCIATION shall have no obligation to indemnify, defend, or hold the Indemnified Parties harmless from:
 - i. Claims for personal injury, death, or property damage arising from incidents occurring prior to Substantial Completion;
 - ii. Claims for personal injury, death, property damage alleging a negligent act or omission by one of the Indemnified Parties and arising from incidents occurring less than one year from the date of Substantial Completion, or expiration of the Warranty period, whichever is less.

8. EACH PARTY IS AN INDEPENDENT CONTRACTOR

- For the purposes of this Agreement and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not a partner, agent, or employee of the other party. Neither party shall have authority to make any statements,

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representations, or commitments of any kind, or take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

9. CANCELLATION REMEDIES

- If, due to changed circumstances, the ASSOCIATION or the BOROUGH wishes to terminate this Agreement prior to completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least fifteen (15) days prior to the proposed termination date.
- If the ASSOCIATION is the primary cause of the cancellation of any professional services, consultant or construction contracts entered into by the BOROUGH, the ASSOCIATION shall be responsible for those costs not accepted for reimbursement by the DMVA and any other costs or expenses incurred by the BOROUGH in the Project to the date of cancellation or related to finalizing cancellation and Project termination that related to the work performed on the segment of the revetment damaged by the flooding.
- If the BOROUGH is the primary cause of the cancellation, the BOROUGH shall bear those costs not accepted for reimbursement by the DMVA and any other costs or expenses incurred by the BOROUGH in the Project to the date of cancellation or related to finalizing cancellation and Project termination.
- If it is determined that the cancellation was caused by third parties or circumstances beyond the control of the ASSOCIATION or the BOROUGH, the parties shall meet in good faith to negotiate a fair and equitable allocation of responsibility for those costs not accepted for reimbursement by the DMVA, amounts the DMVA expects to be reimbursed for, and any other costs or expenses incurred by the BOROUGH in the Project to the date of cancellation or related to finalizing cancellation and Project termination.
- The foregoing remedies are in addition to any other remedies referenced in this Agreement, and do not bar or limit the parties from resorting to any other remedy available at law or equity.

10. MISCELLANEOUS PROVISIONS

- **Amendment or modification of Agreement**
 - i. This Agreement may only be modified or amended by written agreement signed by the authorized representatives for both Parties.

- ii. The failure of any party to this Agreement to insist in any one or more instances upon strict performance by any other party of any provision or covenant in this Agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by a party of any provision or covenant in this Agreement cannot be enforced or relied upon by another party unless the waiver is in writing and signed.
- **The Whole Agreement**
 - i. This Agreement constitutes the entire agreement between the Parties. There are no other understandings or agreements between the parties, either oral or memorialized in writing, regarding the matters addressed in this Agreement. The Parties may not amend this Agreement unless agreed to in writing with both Parties signing through their authorized representatives.
- **Assignment**
 - i. Without the written consent of the BOROUGH, this Agreement is not assignable by the ASSOCIATION, either in whole or in part.
- **Third Parties and Responsibilities for Claims**
 - i. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the Parties named in this Agreement, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Bureau of Land Management and any person performing services or supplying any equipment, materials, goods, or supplies for the Project.
- **Duty of Cooperation**
 - i. The BOROUGH agrees to provide reasonable access to the Project and to relevant Project records, to any authorized representatives of the ASSOCIATION or U.S. Government. The parties agree to cooperate in good faith with inquiries and requests for information relating to the Project or its obligations under this Agreement.
- **Necessary Approvals**
 - i. In the event that any election, referendum, ordinance, approval, permit, notice, or other proceeding or authorization is requisite

under applicable law to enable the BOROUGH to enter into this Agreement or to undertake the Project, or to observe, assume or carry out any of the provisions of the Agreement, the BOROUGH will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

- **Joint Drafting**

- i. This Agreement has been jointly drafted by the Parties, and each party has had the ability and opportunity to consult with its legal counsel prior to signature. The Agreement shall not be construed for or against either party.

- **Third Party Beneficiary Status**

- i. The ASSOCIATION is not an intended beneficiary of any contracts between the BOROUGH and any contractors, subcontractors, or consultants or any other third parties, and has no contractual rights with respect to such contracts or any provisions thereof, unless expressly stated otherwise.

11. CONTACTS

- Unless changed by prior written notice, any notices required by this Agreement must be sent to the following addresses:

ASSOCIATION: Joseph McAneney, President
Talkeetna Airmen's Association
PO BOX 177
Talkeetna, AK 99676

BOROUGH: Tom Adams, PE, Director
Public Works Department
Matanuska-Susitna Borough
350 E Dahlia Avenue
Palmer, AK 99645-6488

The undersigned agree to the terms of this Memorandum of Agreement:

TALKEETNA AIRMEN'S ASSOCIATION

Dated: 25th February 2026

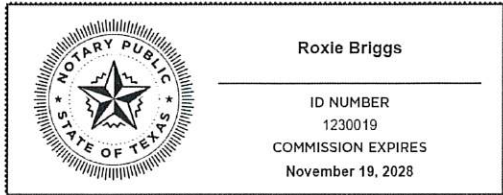
By: Joseph Ryan McAneney

Joseph McAneney, President

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Joseph Ryan McAneney

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by [person], who is President for the Talkeetna Airmen's Association, an agency established under Alaska law, on this 25th day of February, 2026.



Roxie Briggs Roxie Briggs
Texas
Notary Public, State of ~~Alaska~~ Alaska
My commission expires: 11/19/2028

Electronically signed and notarized online using the Proof platform.

MATANUSKA-SUSITNA BOROUGH

Dated: 4/2/26

By: [Signature]
Mike Brown, Manager

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by [person], who is Manager of the Matanuska-Susitna Borough, a second-class Borough established under Alaska law, on this 2nd day of April, 2026.



Mary Miller
Notary Public, State of Alaska
My commission expires: 10/26/2028

Attachments:

Attachment A – DMVA Project Worksheet (**No. 320, dated**)

Attachment B – DMVA Obligating Award Document for PAGP (**dated 6/10/2024**)