

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF ALASKA,
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES AND THE
MUNICIPALITY OF ANCHORAGE REGARDING THE INTENT TO ENTER INTO
AIRPORT CO-SPONSORSHIP AGREEMENT**

This MEMORANDUM OF UNDERSTANDING is made this 8th day of February, 2022, for the development of a CO-SPONSORSHIP AGREEMENT ("Agreement") by and between the State of Alaska, Department of Transportation and Public Facilities ("State") and the Municipality of Anchorage ("Municipality"). The State and Municipality are individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, the State is the owner, operator, and manager of the Birchwood Airport (hereinafter referred to as "Airport"), a public use airport;

WHEREAS, the Airport is currently federally obligated under the Federal Aviation Administration ("FAA") Airport Improvement Program ("AIP");

WHEREAS, the State is the Airport Sponsor and the Municipality is an airport Sponsor, and they are authorized to enter a Co-Sponsorship Agreement ("Agreement") by 49 U.S.C. §47102(20) ("public agency") and §47102(26) ("sponsor") as well as FAA Order 5100.38D (Table 2 - 10);

WHEREAS, the State and the Municipality desire to enter into this Memorandum of Understanding ("MOU") regarding their intent to develop an Agreement for the Airport in Chugiak, Alaska;

WHEREAS, the State and Municipality have entered into discussions regarding the proposed transfer of airport management ("Sponsorship") from the State to the Municipality;

WHEREAS, the State and Municipality desire to memorialize the current status of such discussions, as well as the good faith with respect to other actions to be taken in advance of the parties finalizing and execution of a formal Transfer Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the State and Municipality agree as follows:

1) GENERAL TERMS AND CONDITIONS TO BE INCLUDED IN THE CO-SPONSORSHIP AGREEMENT AND PROPOSED FINAL OUTCOME OF A TRANSFER AGREEMENT:

- a. The State shall retain FAA and user operational accountability for the Airport throughout the development of the Agreement.
- b. Both Parties shall appoint a designated working group to determine agenda items, order of events, and division of responsibilities while developing the Agreement. This personnel list shall be compiled for review no later than February 15, 2022.
- c. Upon approval and execution of this MOU, and in advance of the final draft Agreement, both Parties shall strive to organize an effective Airport work plan in the form of an Agreement that will provide mutual and comprehensive oversight of the Airport.
- d. Both Parties agree and understand that expenses may result from such endeavors in the form of special studies, legal and consulting support, and other costs associated with developing the Agreement. The Parties shall strive to share costs and duties equitable to agreed budgets and expense accounts.
- e. It is understood by this MOU the desired end result is the FAA approved, single

Sponsorship of the Airport by the Municipality. To that end, the Co-Sponsorship Agreement shall be developed with time specific and time certain attributes.

- f. The terms of this MOU do not constitute a binding obligation on the parties to enter into the Agreement for the Airport. Merely it is understood that the Parties will strive to develop such agreements.

2) AUTHORIZED REPRESENTATIVES

- a. Each authorized representative below will be a primary point of contact for the respective governments.

For the Municipality:	For the State:
Adam Trombley	Troy Larue
Director, Econ/Comm Dev.	Ops. Manager, Aviation
632 West 6 th Avenue	POB 196900
Anchorage, AK 99501	Anchorage, AK 99519
(907)343-7507	(907)269-0724
adam.trombley@anchorageak.gov	troy.larue@alaska.gov

- b. If and when there is a change in the main point of contact, an amendment can be requested by either party.
- c. **Notice.** Any request, demand, authorization, direction, notice, consent, or waiver provided or permitted to be made upon, given by, or furnished to, State or Municipality shall be sufficient for every purpose hereunder if in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, postage prepaid and addressed as noted above.

The foregoing addresses may be changed by either party by giving to the other party the same type of notice described above providing a substitute address. Any such notice or other document shall be deemed to be received as of five days after the date deposited in the mail, if mailed by certified or registered mail.

3) MISCELLANEOUS PROVISIONS

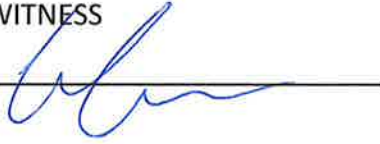
- a. **Joint drafting.** This MOU has been jointly drafted by the Parties, and each party has had the ability and opportunity to consult with its legal counsel prior to signature. The MOU shall not be construed for or against either party.
- b. **Authority.** The Municipality and State represent that they each have full power and authority to enter this Agreement, to carry out its respective obligations hereunder and that all action required for the execution and delivery of this Agreement has been taken.

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS THEREOF, the parties hereto have executed this MOU on the date

written above:


WITNESS



STATE OF ALASKA

DEPARTMENT OF TRANSPORTATION

AND PUBLIC FACILITIES

BY: 

Print Name: Walter J. Jorgensen

Title: SOA DOT/PF Regional Director

Date: 8 Feb 2022

WITNESS



MUNICIPALITY OF ANCHORAGE

BY: 

Print Name: DAVE BRUNSON

Title: MAYOR

Date: 08 FEB 2022