

MEMORANDUM OF UNDERSTANDING

between the

SITKA TRIBE OF ALASKA

and the

CITY AND BOROUGH OF SITKA

ARTICLE I. PURPOSE

This Memorandum of Understanding is made and entered into by and between the Sitka Tribe of Alaska (Tribe) and the City and Borough of Sitka (City) to recognize areas of mutual concern and support, establish a framework for cooperative relations and promote government-to-government communication for the benefit of the community of Sitka as a whole.

Both the Tribe and the City have responsibilities and interests in the establishment of cooperative relationships that meet the needs of both Tribal and City governments. The Tribe, in managing tribal affairs, has information and resources beneficial to the City. The City, in managing municipal affairs, has information and resources beneficial to the Tribe. It is the desire of both parties to cooperate concerning the legal and political matters inherent in a government-to-government relationship.

ARTICLE II. STATEMENT OF WORK

In consideration of the above declaration of purpose, the parties agree to the following:

A. THE TRIBE SHALL:

- 1.** Make Tribal resources, lands and professional expertise available for the furtherance of cooperative relationships envisioned by this agreement, subject to the applicable tribal and federal laws and regulations, as well as the approval of the Sitka Tribal Council.
- 2.** Cooperate in the planning, implementation and monitoring of project work undertaken pursuant and supplemental to this agreement.
- 3.** Assign a Tribal liaison officer who shall be responsible for routine activities between the Tribe and the City.

B. THE CITY SHALL:

1. Make Municipal resources, lands and professional expertise available for the furtherance of cooperative relationships envisioned by this agreement, subject to the applicable municipal, state and federal laws, as well as the approval of the Assembly for the City & Borough of Sitka.
2. Cooperate in the planning, implementation and monitoring of project work undertaken pursuant and supplemental to this agreement.
3. Assign a Municipal liaison officer who shall be responsible for routine activities between the City and the Tribe.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD:

1. The parties will meet at least annually to develop guidelines for cooperative relationships and proposals to meet the purposes of this agreement, including, but not limited to:
 - a. Taxes and agreements for payments in lieu of taxes, if any;
 - b. Zoning and development of areas important to the respective governments;
 - c. Economic development;
 - d. Protection of the environment and customary and traditional hunting, fishing, and gathering;
 - e. Educational and social advancement;
 - f. Administration of justice and enforcement;
 - g. Cultural and historic preservation.
2. This agreement in no way restricts the parties from participating with other public and private agencies, organizations, and individuals, or from accepting contributions and donations for other similar agreements or projects.
3. Nothing in this agreement shall obligate either the Tribe or the City in expenditure for funds, or by future payments of money, in excess of appropriations authorized by law and administratively allocated by the respective governments.

4. The Tribe and City agree, at a minimum, that each government will be responsible for its own acts and the results thereof; shall not be responsible for the actions of the other party; and each party agrees it will assume to itself the risk and liability resulting in any manner under the terms of this agreement.

ARTICLE III. TERMS OF AGREEMENT

A. DURATION OF AGREEMENT

The duration of this agreement is perpetual, until and unless revised or terminated pursuant to the terms of this agreement.

B. REVISION OF AGREEMENT

This agreement may be revised as necessary, by mutual consent of both parties, by issuance of a written amendment, signed and dated by the proper representative of each government.

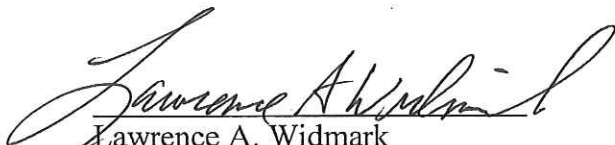
C. TERMINATION OF AGREEMENT

This agreement may be terminated by either government by providing 30 days written notice.

ARTICLE VI. EFFECTIVE DATE


In witness of whereof, the Tribe and the City have executed this agreement as of the last written date below.

FOR THE SITKA TRIBE OF ALASKA


Lawrence A. Widmark
Tribal Council Chairman
Sitka Tribe of Alaska

7/16/98
Date

FOR THE CITY AND BOROUGH OF SITKA


Stan Filler
Mayor
City and Borough of Sitka

7/11/98
Date