

MEMORANDUM OF AGREEMENT
BETWEEN
CRAIG TRIBAL ASSOCIATION
AND
CITY OF CRAIG

This Memorandum of Agreement (this "Agreement") is entered into on July 3, 2018 by and between the CRAIG TRIBAL ASSOCIATION (the "Tribe"), a federally recognized Indian tribe, and the CITY OF CRAIG (the "City"), a municipal corporation organized under the laws of the State of Alaska (collectively, the "Parties").

WHEREAS, the Tribe is a federally recognized Indian tribe which exercises sovereign authority and the right of self-government;

WHEREAS, the City is a municipal corporation which exercises the powers and duties of a first-class city under the laws of the State of Alaska;

WHEREAS, the United States holds title to 1.08 acres of land, Lot Q3, Tract Q, USS 2327, located within the City in trust for the benefit of the Tribe (the "Trust Property");

WHEREAS, the City provides municipal services to properties and inhabitants in the City;

WHEREAS, the Tribe and the City have been good neighbors and desire to continue that relationship by cooperating on a government-to-government basis for delivery of municipal services to the Trust Property.

NOW, THEREFORE, the Tribe and the City hereby agree as follows:

1. Term. The term of this Agreement shall be ten (10) years, commencing on July 1, 2018 and ending on June 30, 2028, unless earlier terminated pursuant to Section 6 of this Agreement.
2. Municipal Services. The City shall provide to the Trust Property such municipal services as are usually and customarily provided by the City to other properties and inhabitants in the City, including, but not limited to, fire protection services, law enforcement services, emergency medical services, and water and sewer services. The Tribe agrees to pay for direct billed services used by the Tribe for the Trust Property on the same basis and at the same rates as applicable to other properties and inhabitants in the City; provided, however, that the Tribe shall have no obligation to pay for non-direct billed services provided by the City.
3. Law Enforcement. The Tribe and the City acknowledge that Public Law 280, 67 Stat. 588, as amended, applies to the Trust Property. As provided by Public Law 280, 18 U.S.C. § 1162, the criminal laws of the State of Alaska shall have the same force and effect on the Trust Property as they have elsewhere within the State. The Tribe acknowledges that officers of the City of Craig Police Department may provide law enforcement services

on the Trust Property to the extent provided by and pursuant to Public Law 280's grant of criminal jurisdiction to the State of Alaska.

4. Tribal Jurisdiction. The Tribe and the City acknowledge and agree that consistent with federal law, the Tribe has civil jurisdiction and concurrent criminal jurisdiction over the Trust Property. The Tribe agrees that it does not have criminal jurisdiction over non-Indians on the Trust Property, except as provided by federal law. The City agrees that the laws of the Tribe shall apply to, and govern the use of, the Trust Property. The Tribe shall provide City with updated, written copies of laws of the Tribe.
5. Dispute Resolution. The Tribe and the City shall make their best efforts to resolve disputes under this Agreement by good faith negotiations. If either party believes that the other party has failed to comply with this Agreement, or if a dispute arises over the interpretation of this Agreement, then either party may initiate negotiation by serving a written notice on the other party identifying the specific provision(s) of the Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of this Agreement. Within thirty (30) days of service of such notice, representatives designated by each party shall meet in an effort to resolve the dispute through negotiation. If the dispute is not resolved to the satisfaction of the Parties within sixty (60) days after service of the notice, the Parties may agree in writing to settle the dispute by non-binding mediation.
6. Termination. Either party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other party.
7. Amendment. No amendment or modification of this Agreement will be effective unless the amendment or modification is set forth in writing and agreed to and executed by both parties.
8. Severability. In the event that any provision of this Agreement is held to be invalid, the invalidity of any such provision shall in no way affect any other provision herein.
9. Preservation of Jurisdiction. Nothing in this Agreement is intended to be a grant of jurisdiction from one party to another. This Agreement is not intended to alter the existing jurisdiction of any party, and by approving this Agreement, neither party is agreeing or conceding to any jurisdiction of the other party which would not otherwise exist under federal law.
10. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Tribe and the City, and is not intended to create any right, benefit, obligation, or cause of action, whether direct or indirect, for any person or entity not a signatory to this Agreement.
11. Headings. The headings in this Agreement are for convenience only and shall not be used in interpreting any provision of this Agreement.

IN WITNESS WHEREOF the Parties have agreed to the terms and conditions of this Agreement as of the date first written above.

CRAIG TRIBAL ASSOCIATION

CITY OF CRAIG

By: Clinton E. Cook Sr
Clinton E. Cook, Sr. President

By: [Signature]
City Administrator