

**AMENDMENT NO. 1**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
AKIAK NATIVE COMMUNITY  
AND  
CITY OF AKIAK  
AND  
KOKARMIUT CORPORATION  
AND  
YUPIIT SCHOOL DISTRICT**

**FOR  
AKIAK HOME RELOCATION AND MANAGED RETREAT PROJECT**

**April 2022**

**Background**

The Akiak Native Community (Tribe) is recognized by the US Bureau of Indian Affairs (BIA) as the Tribe serving tribal members in Akiak; the City of Akiak (City) is recognized by the State of Alaska as a Second Class City; and Kokarmiut Corporation (Corporation) is a village corporation (as defined by the Alaska Native Claims Settlement Act) and is a significant community surface land owner. In May 2019, the three organizations entered into a Memorandum of Understanding (MOU) to address, jointly, the new environmental threat of spring-time riverine erosion in Akiak.

In 1985, Akiachak, Akiak, and Tuluksak community members decided to form the Yupiit School District (School District) to ensure that students from these three communities receive the best education possible. The School District has existing infrastructure assets and land in Akiak that may be impacted by the spring-time erosion, and has requested to be part of the MOU in order to better collaborate with the Tribe, the City, and the Corporation.

Hereafter, the four organizations shall be collectively referred to as the Parties.

Since 2019, the Parties have made progress with the development of the Akiak Home Relocation and Managed Retreat Project. The Tribe has been serving as the lead agency for development and implementation of the project.

This Amendment No. 1 to the MOU is to further outline rights and responsibilities of the Parties including: the Tribe's usage of City-owned heavy equipment, land matters, ownership and operation of the new solid waste site and new honey bucket lagoon, the Tribe's access to the City-owned power plant and electrical grid system, and extending the effective date of the MOU for five years after the last date of signature of this Amendment No. 1 to the MOU.

**Tribe's Usage of City-Owned Heavy Equipment:** The Tribe will reimburse the City for usage of City-owned equipment. This may include either direct cash payments, or the Tribe retiring accumulated costs initially paid for by the Tribe for improvements to City-owned infrastructure and for repairs made to the City-owned equipment.

Separate from this MOU the Tribe and the City will annually update the equipment reimbursement rates, which will be used for that calendar year. At present, the following equipment is City-owned and is part of this MOU.

2007 Case Loader 921E  
2012 Case Dozer 850L  
2008 Case Grader 885  
2000 10 CY dump truck  
ZoomBoom Dynalift GEHL DL-8H, Rough Terrain Forklift

**Land Matters:** The managed retreat efforts require relocation of existing housing and commercial structures. In addition, accommodation should be made for new housing and new commercial structures. The Parties recognize that the City and the Corporation are working on land transfers in accordance to the Alaska Native Claims Settlement Act - Section 14(c) land conveyance procedures. This includes the expansion of the housing subdivision west of Dummocks Street. Concurrently, the Tribe is working on the design, permitting, and infrastructure funding necessary for the housing subdivision improvements.

In addition, the Parties recognize the need to develop an Economic and Community Development Park for relocating existing community structures and development of new infrastructure improvements. The proposed park is anchored to the west by the School District, to the south by Tribal property and the airport, to the east by Post Office road, and bounded on the north by an existing drainage ditch. Much of the undeveloped land in this area is owned by the Corporation, and is within the City's boundary.

The Parties will work collaboratively for the expansion of the housing subdivision and the development of a new Economic and Community Development Park.

**Ownership and Operation of the New Solid Waste Site and New Honey-bucket Lagoon:** The existing solid waste site and existing honey bucket lagoon are owned by the City. However, the Tribe has been operating and maintaining the existing solid waste site and honey bucket lagoon. The Parties agree that the Tribe will develop, and then own and operate the new solid waste site and the new honey bucket lagoon. In addition, the Tribe will abandon the existing solid waste site and honey bucket lagoon in accordance to Alaska Department of Environmental Conservation regulations.

**Tribe's Access to the City-Owned Power Plant and Electrical Distribution System:** Managed retreat efforts include disconnecting existing electrical service from relocated homes, connecting electrical service to relocated homes and new and quarantine homes in the expanded housing subdivision, upgrading portions of the existing electrical distribution system from single phase to three phase power, installing new power poles and above ground electrical distribution, connecting electrical service to a new sewage lift station, potential electrical upgrades for the two existing sewage lift stations, and access to the City-owned power plant as part of the electrical grid expansion and other plant improvements.


The City provides the Tribe access (i.e. tribal employees, representatives, contractors, and funders) to the City-owned power plant and electrical distribution system for the above described electrical improvements. The Tribe will inform the City, in advance, when and where it will be accessing components of the City-owned power plant and electrical distribution system.

**Extending the Effective Date of the MOU Agreement:** While the Parties accept that progress is being made on managed retreat project tasks, it is apparent that the community will still be responding to the 2019 riverine erosion event for many years to come. As such, the original MOU called for a five year effective date of May 2024, but given the progress to date and magnitude of the managed retreat project tasks, the Parties now extend this Agreement to five years from the signing of this Amendment No. 1.

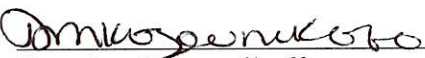
**Signatures**

IN THE WITNESS WHEREOF, the parties have subscribed their names

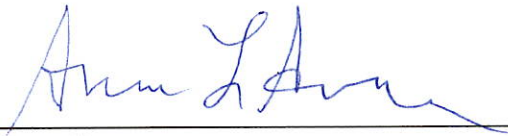
5/19/22  
Date

  
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Michael P. Williams, Sr.  
Tribal Chief  
Akiak Native Community

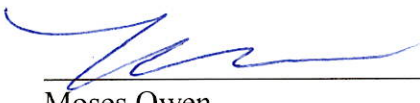
5-19-22  
Date

  
\_\_\_\_\_  
DoraAnn Kozevnikoff  
Mayor  
City of Akiak

5-20-2022  
Date

  
\_\_\_\_\_  
Anna Ivan  
President  
Kokarmiut Corporation

5-20-2022  
Date

  
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Moses Owen  
Board Chair  
Yupit School District