

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

**FOR
A Common Community Approach to Akiak Disaster Response, Recovery and Mitigation
And Other Community Development Projects and Activities**

May 2019

Background

The Akiak Native Community (ANC) is recognized by the US Bureau of Indian Affairs (BIA) as the tribe serving tribal members in Akiak; the City of Alaska (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. Hereafter, the three organizations shall be collectively referred to as the Parties.

This is not an enforceable legal agreement. The Parties may develop separate, more detailed agreements as needed. Efforts under this agreement shall be consistent with applicable federal, state, local and tribal law and regulations, and are subject to the availability of duly appropriated funds. Nothing in this agreement will alter, impede, or interfere with the authorities and procedures of the organizations involved in implementing their respective responsibilities, authorities, and missions.

Purpose

The Parties desire to work together to ensure the efficient, effective and economical response to increasing community threats from erosion, flooding and permafrost degradation. In general, the Parties support a community approach of "protect in place" as opposed to relocation of the entire community as a result of riverbank erosion from the Kuskokwim River and associated flooding events. Specifically, a community approach of retreating from the Kuskokwim River to higher and safer ground is one of the most likely solutions to responding to increasing environmental threats.

In addition, the Parties recognize the value of combined efforts for other community development projects that may support disaster response, recovery and mitigation projects and activities.

The Parties understand that in a time of limited State and Federal funding there is value in having a common community approach and coordinating investments and mutually prioritizing community development projects and activities. Furthermore, the Parties understand (that in a multi-

agency/multi-jurisdictional disaster framework) timely response to environmental threats is best achieved if managed and coordinated locally with external support from State, Federal and other stakeholder agencies/organizations (i.e. few State and Federal agencies have a broad community development mandate with corresponding legislative authorities and appropriations).

Guiding Principles

The Parties agree to the following principles.

1. The Parties will respond to each other promptly to requests for meetings and information exchange with respect to Akiak disaster mitigation and community development projects and activities. Likewise, the Parties agree to share State, Federal and other stakeholder agencies/organizations information as it is provided to one of the Parties.
2. The Parties will seek funding support for a community coordinator for disaster response, recovery and mitigation projects and activities. The coordinator will be central to information exchange as discussed in Paragraph No. 1, above.
3. The Parties recognize the importance of developing community infrastructure and infrastructure-related programs, projects and activities that will have a positive, lasting effect for Akiak. The Parties agree to communicate and coordinate project planning, pre-development, site planning, design and construction processes.
4. The Parties recognize the value of meaningful private sector development. The Parties agree to coordinate on activities and appropriate contracting vehicles which can stimulate economic growth with a preference for local businesses, regional businesses, and Alaska businesses.
5. The Parties will strive to collectively agree on priority projects and activities to address environmental threats. Three key documents that will initially serve to start these discussions follow: a) An Assessment of Streambank Erosion and a Revetment Concept Design on the Kuskokwim River at Akiak, Alaska – a Natural Resources Conservation Service report dated April 2013, b) City of Akiak Hazard Mitigation Plan (HMP) – a document prepared with funding from the Federal Emergency Management Administration (FEMA) and dated June 2013, and c) Community Erosion Assessment – Akiak Alaska – a document prepared by the US Army Corps of Engineers and dated January 2009.
6. The Parties understand that the June 2013 HMP document has lapsed and must be reviewed, updated and then submitted to FEMA for approval. This is a priority activity facing the Parties.

- 7. Workforce development is critical to long term operation and maintenance of community infrastructure. The Parties agree to coordinate on programs and policies that promote local skilled workforces.

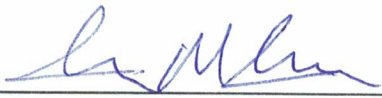
Effective Date/Modifications

This document is effective for five years after the last date of signature. Each Party may sign on a separate page to streamline the signature process. Amendments or additional appendices may be developed and implemented by mutual agreement at any time, without renegotiating the entire agreement. A Party may also terminate its participation in this agreement by providing 30 days written notice to the other Parties.

Signatures

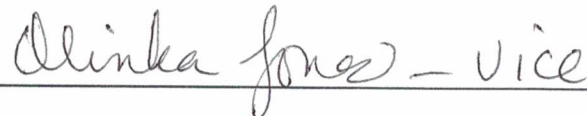
IN THE WITNESS WHEREOF, the parties have subscribed their names

May 17, 2019
Date



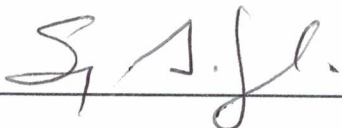
Tribal Chief
Akiak Native Community

May 18, 2019
Date



Mayor
City of Akiak

May 18, 2019
Date



Chief Executive Officer
Kokarmiut Corporation