

Memorandum of Understanding

Between the

Chignik Bay Tribal Council

And the

City of Chignik

Article I. Purpose

This Memorandum of Understanding is made and entered into by and between the Chignik Bay Tribal Council (Native Village of Chignik) and the City of Chignik to recognized 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 Chignik Bay 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. Scope 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 Chignik Bay 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, land 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 City of Chignik.

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 taxes, if any;
 - b. Zoning and development of areas important to the respective governments;
 - c. Economic development
 - d. Cultural and historic preservation
 - e. Educational and social advancement
 - f. Administration of justice and enforcement
 - g. Protection of the environment and customary and traditional hunting, fishing, and gathering

Article III. Purpose of this Agreement Section

1. **To promote Environmental Protection of Lands, Water, and Air.**
2. **To Conform the Government-to-Government Relationship**

This Agreement confirms the commitment by the Parties to honor a government-to-government relationship in the provision of on-going and program assistance and services that will contribute to environmental protection.

The parties agree that the government-to-government relationship requires respect for the sovereignty of the Parties and the effective implementation by the staff and representatives of the parties in their mutual efforts to protect and sustain the environment. This mutual understanding and commitment is intended to further enhance and improve communications between the parties and to facilitate the resolution of issues of common concern.

3. To Build Confidence and Trust Between the Parties

This Agreement is intended to build confidence and trust between the parties. This Agreement will be implemented in a manner, which is consistently respectful of the government-to-government relationship. It is anticipated that this agreement will contribute to the institutionalization of the spirit and principals of the government-to-government relationship within both the City and the Tribe.

The Parties agree to provide their respective staff with training and counseling in the purposes of this Agreement and to encourage joint meetings of the Parties' respective staff. This mutual interaction and discussion will further the intent and purpose of increased communication and efficient sensitive protection of the environment.

4. Effect of this Agreement

This agreement is intended solely to facilitate intergovernmental coordination between the parties, and grants no rights in third parties, nor any right of judicial review. This agreement is not intended as an enforcement document, and the parties disclaim any responsibility to act as enforcement agencies. The parties do not, by entering into this Agreement, waive any rights, powers, immunities or remedies otherwise available.

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.

5. 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.
5. Nothing in this agreement shall obligate either the Tribe or the City in expenditures for funds, or by future payments of money, in excess of appropriations authorized by law and administratively allocated by the respective governments.

D. Issue Resolution

Both parties will strive to address matters informally, at the staff level. In the event the staff is unable to resolve a dispute, the issue will be presented to the immediate supervisors, who will attempt to resolve the dispute. If the dispute is not resolved, the staffs will present the matter to progressively higher levels of management until consensus is reached.

In the event consensus is not reached, other dispute mechanisms required by statute or regulation may apply to grants or program-specific issues.

Article VI. Terms of this Agreement

Duration of this Agreement

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

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.

Termination of this Agreement

Either government may terminate this agreement 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 Chignik Bay Tribal Council

For the City of Chignik



**Roderick E. Carlson
Tribal Council President
Chignik Bay Tribal Council**



**Richard J. Sharpe
Mayor
City of Chignik**

7/14/05
Date

7-25-05
Date



City of Chignik

P.O. Box 110

Chignik, AK 99564

Ph. (907) 749-2280 Fax (907) 749-2300

RESOLUTION 05-06

A RESOLUTION OF THE CITY OF CHIGNIK URGING PEOPLE TO RESPECT PRIVATE AND PUBLIC PROPERTY WHEN USING SENSITIVE AND SUBSISTENCE AREAS FOR RECREATIONAL PURPOSES


WHEREAS, The council of the City of Chignik is governing body within the City Limits of Chignik, and

WHEREAS, it has come to the attention of the Council that certain areas used by subsistence users have been damaged by recreational vehicles when not using existing paths , and

WHEREAS, and while the City could adopt an ordinance prohibiting such acts, it is the best interest of all concerned to not use that authority.

NOW THEREFORE BE IT RESOLVED THAT the City of Chignik urges all people to use good and responsible judgement when using areas such as berry flats, hiking trails and clam/octopus beaches.

PASSED AND APPROVED by a duly authorized quorum of the City of Chignik this 22nd day of May, 2005.

ATTEST:

Sandra Stepanoff/ Deputy Clerk

Mayor:

Richard J. Sharpe

**Chignik Bay Tribal Council
P.O. Box 50
Chignik, Alaska 99564**

Resolution 05-12

A resolution of the Chignik Bay Tribal Council addressing the sensitive land use areas of Chignik Bay, which include but are not limited to: **all subsistence berry picking areas; fish, clam, bidarki, sea urchin, and octopus gathering waters and beaches; recreational areas in and around the local lakes and beaches; all walking/hiking trails in the berry flats by the airport, beyond the landfill area towards Eagle Rock and Mud Bay; the trail to the reservoir; and all wetland areas in and around the village.**

WHEREAS, the Chignik Bay Tribal Council is a federally recognized Tribal and governing body for the village of Chignik, Alaska; and,

WHEREAS, the Chignik Bay Tribal Council has the responsibility for the safety, health and well-being of the village of Chignik Bay and the lands they occupy; and,

WHEREAS, the Chignik Bay area is composed of highly sensitive land use areas and wildlife habitat; and,

WHEREAS, Chignik Bay is impacted by large population influxes of part-time residents, temporary workers and visitors; and,

WHEREAS, non-residents and visitors, as well as some residents are unaware of the sensitivity and potentially damaging effects of their actions upon these traditional land use and habitat areas; and,

WHEREAS, it is of concern to the Chignik Bay Tribal members that areas of traditional subsistence harvest and critical habitat (berry flats, walking trails, wetlands, salmonberry picking areas) are being unintentionally destroyed by human impact, which includes the use of ATV's, motorcycles, trucks, snowmachines, as well as motor vehicles (outboards, float planes, ATV's, and trucks) in and around the airport lake, and the use of bleach on the subsistence beaches; and

WHEREAS, it is also of concern that areas of traditional subsistence harvest of the 'berry flats' are also being destroyed by dogs digging it up; the nesting waterfowl and their ducklings are being disturbed by dogs chasing in the wetlands, and


NOW THEREFORE BE IT RESOLVED THAT the Chignik Bay Tribal Council has identified these sensitive areas and are taking action to reduce the damaging effects that are impacting the environmental balance and traditional lifestyle of the Chignik Tribal members and residents; and ,

BE IT FURTHER RESOLVED THAT the Chignik Bay Tribal Council requests the support of the City of Chignik and the Far West Native Corporation by passing resolutions and/or ordinances to support the protection of sensitive land use areas in and around Chignik Bay.

PASSED AND APPROVED BY A QUORUM OF THE CHIGNIK BAY TRIBAL COUNCIL on this 13 day of May, 2005.


Roderick E. Carlson, President


Jeanette Carlson, Secretary

Attest 
Debbie Carlson, Administrator

July 8, 2003

To: Residents and Visitors of Chignik Bay
From: Farwest Native Corporation, Chignik Tribal Council, City Council,
Village Public Safety Officer & Environmental Coordinator

The above entities met today to discuss the following issue. As many of you have probably noticed, the debris and litter on the beaches and in the water at the airport lake is out of control. People have been burning pallet boards and logs, setting off fireworks, picnicking, and leaving the mess. There are half-burned pieces of wood with nails, cans, broken glass, and other debris in the sand, water, and brush around the lake. This not only looks bad, but is an environmental and safety issue as well.

There are several landowners involved in the general area of the airport and lake. Disrespect of the land is not only traditionally and culturally unacceptable, but could result in the loss of the recreational use of some, or all of the land. We want to inform everyone of the following management rules which **WILL BE ENFORCED** as per Local Ordinance 9.04.040, as well as state provisions, and we are asking for the **COOPERATION** of **EVERYONE** who enjoys using the lake and surrounding areas for recreational use.

NO Burning of Trash or Pallets on the Beaches

NO Littering

NO Motor Vehicles on the Beaches

NO Camping or Building Shelters

Firepits in Designated Areas ONLY

NO Gas Outboard Motors

NO Gill Nets in Lake

NO Fueling of Airplanes or Outboards in or Around Lake

No Use of Firearms

Trash barrels will be placed at each end of the lake, please use them or carry your trash out when leaving. A boat launch area will be available soon for launching paddle or row boats.

Eugene Carlson, Vice-Pres., Far West Native Corporation

Roderick Carlson, Pres., Chignik Bay Tribal Council

Richard Sharpe, Mayor, City of Chignik