

**Memorandum of Agreement
Between The Aniak City Department of Public Works and
The Aniak Tribal Council
To Cooperatively Implement a Joint City Roads Dust Control Project**

GENERAL

The parties enter into this agreement to provide a working document for the joint application of calcium chloride product to the Aniak City Roads (hereinafter called municipal roads) including any of the municipal roads that are also included in the Aniak Traditional Council's (the Tribe's) Indian Reservation Roads (IRR) Inventory. Please see the attached IRR inventory for a complete listing.

The City and The Tribe will work cooperatively and pursue strategies that allow each entity to have their employees perform the work functions necessary to follow the calcium chlorides application procedures as outlined in the attached State of Alaska manual, with the intent being that the City will prepare the municipal roads for calcium chloride application, which will be done by the Tribe.

RESPONSIBILITIES

As a part of their usual road maintenance job duties, the City PWD will continue to be responsible for the operation and maintenance of all municipal roads, including those included in the Indian Reservation Roads (IRR) Inventory. The City PWD will be responsible for the municipal road surface maintenance and preparation (grading, watering) as required to meet the Tribe's calcium chloride application schedule.

The Tribe will be responsible for scheduling their application of calcium chloride with the City's PWD director and will keep the City PWD director informed of all phases of the projects through weekly verbal reports of the progress of the project. The Tribe will be responsible for the hiring and management of the employees they use for their application of the calcium chloride.

SITE CONTROL, ACCESS AND RIGHT OF WAY

The City shall continue to hold its site control, access and right of way for the existing Municipal roads.

INDEMNIFICATION

The Tribe will be responsible for the management of their employees, equipment and all the associated liability and insurances, including workman's comp insurance. The Tribe will exercise all power and control over any of the resources they use to fund the Tribe's application of calcium chloride application on Aniak municipal roads.

The City of Aniak does not assume any responsibility or liability for Tribal employees, Tribal equipment, or Tribal funding. The City of Aniak PWD employees will perform

calcium chloride municipal road maintenance preparation as part of their usual road maintenance job duties.

NOTICE OF CLAIM

The parties agree to immediately notify each other of any claim, demand, or lawsuit arising out of or affecting either party's occupation or use of the premises. Both parties shall fully cooperate in the investigation and litigation of any claim, demand, or lawsuit affecting the premises.

SEVERABILITY OF CLAUSES OF AGREEMENT

If any provision of this agreement is adjudged to be invalid, that judgment does not affect the validity of any other provision of this agreement, nor does it constitute any cause of action in favor of either party against the other.

The signed agreement signifies that the City of Aniak and Aniak Traditional Council have read and agreed to all the details, terms and conditions of this agreement.

City of Aniak

Aniak Traditional Council

Mayor

Chief

Date

Date