

Memorandum of Understanding for Collaboration
Between
Skagway Traditional Council
And
Sitka Sound Science Center
And
Municipality of Skagway
Promoting Joint Activities to Support Environmental Community Resilience

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between Skagway Traditional Council, a Federally recognized Tribal government, hereinafter referred to as “STC”, the Sitka Sound Science Center, hereinafter referred to as “SSSC”, and the Municipality of Skagway, hereinafter referred to as “MOS”.

I. PROGRAM BACKGROUND

Sitka Sound Science Center-Ḳutí Project

In 2020, Skagway Traditional Council became the local support group for the Ḳutí project supporting citizen lead multi-geohazard identification and monitoring project. The projects will be led by a team of scientists from Sitka Sound Science Center and other agencies and scientists from a multitude of disciplines.

II. PURPOSE

The purpose of this agreement is to initiate collaborative working relationship between the three organizations to strengthen community resilience through grants, projects, and partnerships in the face of geohazards, extreme weather events, marine pathogens, airborne pollutants, and loss of biological diversity. The goal of this project is to identify geohazards in the local area, and find solutions for long term monitoring of the identified geohazards.

III. RESPONSIBILITIES

a. STC Responsibilities

- i. STC will appoint a community connector to act as an intermediary between Skagway stakeholders and Ḳutí team leaders to assist with scheduling meetings and connecting community members and leaders with Ḳutí researchers.
- ii. The community connector will additionally assist with identifying monitoring needs and locations.

b. MOS Responsibilities

- i. To the extent allowed by law, MOS will provide reasonable access to areas of interest and monitoring sites on Municipal land to the STC community connector and Ḳutí researchers.
- ii. MOS will provide input at various stakeholder meetings to assist in the efforts to identify monitoring needs and sites.

c. SSSC Responsibilities

- i. SSSC will coordinate with technical experts (geoscientists, risk managers, social scientists, climate scientists, and other experts as identified during the course of the project) to conduct geohazards research that meets the needs identified by community representatives. The SSSC may be able to facilitate collaboration with other experts as needed during the project.
- ii. The SSSC Lead Geoscientist and the STC Community Connector will communicate regularly to promote information flow.
- iii. SSSC will work with the technical experts to develop and share outreach materials describing research plans and products.
- iv. SSSC will work with technical experts, community representatives, and Central Council of Tlingit and Haida Indian Tribes of Alaska to develop and implement risk reduction strategies.

IV. USE OF INTELLECTUAL PROPERTY

All other intellectual property used in the implementation of the MOU will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOU, but consent will be obtained from the owner of the property before using it for purposes not covered by the MOU.

V. FINANCIAL ARRANGEMENTS

- a. This MOU is neither a fiscal nor funds obligation document. Any activities involving reimbursement or contribution of funds between the Parties of this MOU will be handled in accordance with applicable laws, regulation, and procedures. Such activities will be documented in separate agreements, with specific projects between the parties spelled out. The separate agreements will reference this MOU. This MOU does not establish authority for over this award to the partners or cooperators of any contract or other agreement.
- b. This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency to the extent that their participation is required by a separate agreement, and resources are available.
- c. This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- d. This MOU does not obligate the Parties to enter into any agreements, contracts, or other obligations. This MOU is not a binding contract. This MOU is not an agreement to agree.
- e. Nothing in this MOU may be construed to obligate the Parties to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Parties to spend funds on any project or purpose, even if funds are available.

VI. NO JOINT VENTURE

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture, or other such business arrangement, nor is the purpose of the Partners to enter a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

VII. SOVEREIGN IMMUNITY AND FEDERAL TORT CLAIMS COVERAGE

The Parties understand and agree that the Tribe is a federally recognized Indian tribe, which may possess sovereign immunity from suit. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the Tribe, Tribal Council members, Tribal employees or other Tribal officials to the extent allowed by law.

VIII. DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

IX. EFFECTIVE DATE, AMENDMENTS, AND TERMINATION

This agreement will become effective from the date of the last signature and will remain in effect until **September 30, 2026**, at which time it will expire unless extended prior to the expiration date.

Any signatory may terminate their involvement by providing ninety (90) calendar days written notice at any time before the date of expiration. This MOU may be amended, as necessary, by mutual consent of the signatories through a written amendment signed and dated.

X. PROJECT REPRESENTATIVES

- a. STC Representatives
 - i. Sara Kinjo-Hischer, Tribal Administrator
 - ii. Reuben Cash, Environmental Coordinator
- b. MOS Representatives
 - i. Brad Ryan, MOS Manager
 - ii. Emily Deach, MOS Deputy Manager
- c. SSSC Representatives
 - i. Lisa Busch, SSSC Executive Director
 - ii. Ron Heintz, SSSC Research Director & Project Lead
 - iii. Annette Patton, SSSC Lead Geoscientist

XI. SIGNATURES

Jaime Bricker, STC President
Date _____

Andrew Cremata, MOS Mayor
Date _____

Lisa Busch, SSSC Executive Director
Date _____