**(letterhead here)**

**MEMORANDUM OF AGREEMENT**

**Between**

**Regional Corporation and the Native Village of Raven**

The purpose of this agreement is to outline the responsibilities and financial arrangements for the Regional Backhaul Program which was approved by the Regional Development Council. The project is administered by Regional Corporation’s Community Planning and Development program staff. This agreement is between Regional Corporation and the Native Village of Raven, one of several participating tribes in the Regional Backhaul Project.

The goal of the project is “To develop a regional backhaul project to assist our communities in removing large items, economically valuable items, and/or unsafe materials to extend the useful life of our landfills, clean up our communities, and protect our environment.” This agreement will be in effect from February 1, 2012 until Dec. 31, 2012. In order to achieve these goals, the parties agree that:

**Regional Corporation Backhaul Program staff will:**

* coordinate the regional backhaul project and provide the tribes with instructional materials concerning the safe and proper handling and shipping of backhaul materials
* act as liaison between the participating tribes and the Regional Development Council
* create and oversee the implementation of a regional staging area in Local Hub City for receiving backhaul items arriving from the tribes
* ship the received materials to outside recyclers in Anchorage or Seattle, including hazardous materials, using industry standards for shipping and packing
* act as the point of contact for all billing from transportation and recycling companies for items sent by the participating tribes
* abide by all local, state, and federal laws and regulations pertaining to air shipment of materials
* invoice the Native Village of Raven in a timely manner for backhauled items

**The Native Village of Raven will:**

* provide a local village person as point of contact for any backhaul related issues and work (usually the EPA/IGAP coordinator)
* have local staff ship materials, including hazardous materials, using industry standards for shipping and packing as instructed
* abide by all local, state, and federal laws and regulations pertaining to air shipment of materials
* pay each invoice from Regional Corporation or recycle companies for backhaul associated costs within 30 days.

**Regional Corporation Backhaul Program staff will not:**

* be held responsible for any portion of the project work done at the village level beyond providing information and invoices
* accept any further shipments if invoices are not paid in a timely manner

**The Native Village of Raven will not:**

* be held responsible for any portion of the project work done in Local Hub City beyond providing information and paying invoices
* ship new items to Local Hub City until all current invoices have been paid

**Terms of Agreement**

This agreement may be terminated at any time with 30 days notice in writing by either party.

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President, Regional Corporation President, Native Village of Raven

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Date Date