

COOPERATION AGREEMENT

This agreement entered into this _____ day of _____, 2016, by and between Petersburg Indian Association (hereinafter called the Recipient), and the Petersburg Borough, Alaska (hereinafter called the Local Governing Body”).

In consideration of the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

1. Whenever used in this agreement the term “project” shall mean the low income housing located at 103 S. Second Street and 104 S. Third Street, owned by the Recipient and purchased with financial assistance of the United States of America, acting by and through the Secretary of the Department of Housing and Urban Development (hereinafter called the “Government”), and under the Native American Housing Assistance and Self Determination Act of 1996 or the United States Housing Act of 1937.
2. The project is located within the jurisdictional limits of the Local Governing Body.
3. Pursuant to this agreement, the project is exempt from all real and personal property taxes and special assessments levied or imposed by the Local Governing Body. So long as such project is owned by the Recipient and is used for low-income rental purposes, the Local Governing Body agrees that it will not levy or impose any real or personal property taxes or special assessments upon such project or upon the Recipient with respect thereto as required by Section 101(d) of the Native American Housing and Self Determination Act of 1996, 25 U.S.C. § 4111(d). It is understood by the Local Governing Body, as represented by the Recipient, that the project is used exclusively for nonprofit charitable purposes, as set out in the Alaska Constitution, Article IX, section 4 and Alaska Statute 29.45.030(a)(3), and therefore said exemption will apply.
4. During such period in which the project is exempt from all real and personal property taxes and special assessments levied or imposed by the Local Governing Body, the Recipient and the Local Governing Body agree that the Recipient will not be required to pay any user fees or Payments in Lieu of Taxes (PILOT) instead of taxes or special assessments in payment for public services and facilities furnished from time to time without other cost or charge to such project.
5. The Local Governing Body agrees that no lien against the project or assets of the Recipient shall attach, nor shall any interest or penalties accrue or attach on account thereof, for the failure to make such payments of user fees or PILOT.
6. During the period commencing with the date of the acquisition of any part of the project and continuing so long as such project is owned by the Recipient and used for low-income rental purposes, the Local Governing Body, without cost or charge to the Recipient or the tenants of such project, shall furnish or cause to be furnished to the Recipient and the tenants of such project any and all public services, facilities and infrastructure of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants within the Local Governing Body’s jurisdictional limits.

7. This agreement sets forth the entire understanding between the Local Governing Body and the Recipient as to matters stated herein. It supersedes all prior oral and written understandings and agreements as to such matters.
8. This agreement shall not be abrogated, changed, or modified without the written consent of both the Local Governing Body and the Recipient. The privileges and obligations of the Local Governing Body hereunder shall remain in full force and effect with respect to the project so long as the Recipient holds title to such project.
9. This agreement is for the benefit of the parties hereto, and no rights are created or extended to any third party under this agreement.
10. The failure by any party to exercise any of its rights under this agreement in the event of a breach of this agreement shall not be deemed a waiver of those rights nor a waiver of any subsequent breach.
11. If any applicable law is amended in a way that adversely and materially impacts the utility of this agreement in a way that was not contemplated by the parties, then a party may terminate this agreement upon thirty (30) days written notice to the other party.
12. a. The parties recognize that the Recipient is a federally recognized Indian Tribe, possessing sovereign immunity from suit unless waived. Nothing in this agreement shall be construed to be a waiver of sovereign immunity by Recipient except to the limited extent necessary to permit the Local Governing Body to seek resolution of disputes which arise between the parties under this agreement.
- b. This limited waiver of sovereign immunity shall be deemed a consent to the jurisdiction only of the Superior Court for the State of Alaska, in Petersburg, Alaska.
- c. Prior to initiating court action, the parties shall in good faith seek to settle or resolve the dispute by submitting the matter to mediation in Petersburg, Alaska. The mediator shall possess relevant experience in both mediation and in the matter in dispute, and will be selected by the mutual consent of the parties.
13. Unless otherwise provided herein, any notices or other communications required or permitted by this agreement to be delivered to the Recipient or the Local Governing Body shall be in writing and transmitted by personal delivery or by prepaid first-class certified mail, addressed as follows:

Petersburg Borough
Borough Manager
PO Box 329
Petersburg, AK 99833

Petersburg Indian Association
Tribal Administrator
PO Box 1418
Petersburg, AK 99833

IN WITNESS WHEREOF, the Local Governing Body and the Recipient have respectively signed this agreement and caused their seal to be affixed and attested as of the day and year first above written.

Stephen Giesbrecht, Borough Manager
Petersburg Borough, Alaska

Attest:

Debra K. Thompson, Borough Clerk

STATE OF ALASKA)
PETERSBURG RECORDING DISTRICT)

THIS CERTIFIES, the undersigned Notary, _____, on this ____ day of _____, 2016, at Petersburg, Alaska, the foregoing instrument was acknowledged before me.

Notary Public for Alaska
My Commission Expires

Petersburg Indian Association

By: _____
(Title)

Attest:

(Title)

STATE OF ALASKA)
PETERSBURG RECORDING DISTRICT)

THIS CERTIFIES, the undersigned Notary, _____, on this ____ day of _____, 2016, at Petersburg, Alaska, the foregoing instrument was acknowledged before me.

Notary Public for Alaska
My Commission Expires