

**INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE NORTHERN ARAPAHO TRIBE AND
CITY OF RIVERTON, WYOMING**

[DATE]

This Intergovernmental Memorandum of Understanding (“MOU”) is made and entered into at Riverton, Wyoming, as of the effective date set forth herein, by and between the Northern Arapaho Tribe (“Tribe” or “NAT”) and the City of Riverton, Wyoming (“Riverton” or “City”).

Preamble:

The Tribe and the City have agreed to work cooperatively to promote their mutual interests, and to provide stability, and appropriate processes for development of mutually beneficial policies within and in the immediate environs of the City designed to benefit local businesses, tribal members, citizens, and other governments. To help facilitate these goals, the parties have developed this master memorandum as a set of guiding principles and understandings which will be applicable to their relationship, and to subsequent agreements regarding defined and specific topics. This MOU will serve as a master memorandum and expands the original Intergovernmental Agreement between the parties of June 3, 2008, and under which it is intended further agreements will be developed.

The City and the Tribe recognize that the process under which this MOU has been finalized and additional agreements are contemplated is an historic and complex undertaking requiring continuing good will and on-going communication and cooperation. The parties are committed to this effort (and to encouraging the participation of other governmental entities) because of the obvious and unprecedented efficiencies and benefits which can result from cooperative and coordinated action for both governments, their respective constituents and those whose lives and businesses are impacted by the activities of the parties.

The parties acknowledge that the unique geographical configuration of and proximity of the City and Tribe, coupled with the mix of complex legal rights and relationships which exist as a result of applicable laws, treaties, jurisdictional disputes and legal precedents, militates in favor of mutual agreements and understandings in order to advance the health, welfare, and economic security of their citizens.

It is recognized that many of the issues relating to agreements contemplated between the parties are not exclusive to the governmental authority or interest of the Tribe and the City. However, it is the belief of the Tribe and the City that by searching for solutions and effectively cooperating together on complex issues they can jointly provide a template to be shared and replicated by other similarly situated entities having common interests.

Prior examples of intergovernmental cooperation in Fremont County, such as weed and pest controls, solid waste disposal, and mutual aid have already been successfully undertaken. These areas of cooperation have yielded benefits and shown the wisdom of seeking common ground on complex issues which can benefit all citizens.

It is the intent of this MOU and the process underlying it to avoid, to the fullest extent possible, strident legalistic positions and definitions which reduce cooperation, preclude progress, limit options and constrain efficiencies. It is the firm belief of the parties that the process which they have begun, supported by mutual trust and cooperation, hard work, and clear communication, can yield substantial long-term benefits to present and future generations.

Recitals:

A. The Tribe. The Northern Arapaho Tribe is a federally recognized Indian Tribe located on the Wind River Indian Reservation, Wyoming.

B. The City. The City of Riverton, Wyoming is a municipality located in Fremont County and duly authorized and organized pursuant to the laws of the State of Wyoming.

C. Cooperative Agreement. The Tribe and the City entered into an Intergovernmental Agreement on June 3, 2008, in which the parties pledged, among other things, to discuss and pursue cooperative efforts for the benefit of local citizens, including ways to share information, improve the local economy and job opportunities, and create or expand community programs and services. The parties have jointly engaged in a cooperative process since that time.

D. Mediation. The Tribe and the City entered into an Agreement to Mediate in which the parties pledged, among other things, to participate in mediation, to the extent allowed by law, in a good faith effort to resolve issues between them and to adopt methods to further the goals set forth herein.

E. Common Interests. The Tribe and the City acknowledge that each governing body has certain common interests and that although they will not always be able to agree on all issues, communication and understanding will further the interest of all citizens. The Tribe and the City desire to cooperate with respect to a wide range of economic, regulatory, and other matters without the need to litigate or otherwise dispute the legal status of their respective jurisdictions or regulatory authority.

F. Cooperation Essential to Economic Prosperity. The economic futures of the Tribe and of the City are and will continue to be tied closely to each other. Cooperative efforts can only enhance the ability to develop, maintain, and promote the economic prosperity of all local residents.

NOW, THEREFORE, the parties agree as follows:

1. Title to Lands and Public Communication.

1.1 Agreement Not to Affect Title. Nothing in this MOU shall convey or alter the ownership of or title to any lands.

1.2 Pending Litigation Not to Affect Title. Neither party has sought, nor will they seek, a judgment, order or other relief in Northern Arapaho Tribe v. Harnsberger, et al. which will convey or alter the ownership of or title to any lands.

1.3 Public Communication. The parties will cooperate in explaining to tribal members, local residents, and the public the purpose and intent of this MOU and subsequent agreements and that nothing in this MOU or subsequent agreements will result in any change in the private (or public) ownership of land or other private property.

2. Other Areas of Potential Agreement.

The parties have agreed to identify areas of mutual interest and those areas of potential conflict which can benefit from cooperative action or agreement. The parties have already identified the following topics for discussion:

- a) Economic development
- b) Zoning and Land Use Planning Area covered by the April 2009 Riverton Master Plan
- c) Community programs and services
- d) Services and programs relating to youth and community health
- e) Community education

It is anticipated that further topics will be identified as the process continues.

3. Other Provisions.

3.1 Legislation Approving Agreement. If necessary to fully implement the terms of this MOU, or subsequent MOUs or agreements, each party agrees to seek legislative approval or adoption of the terms thereof.

3.2 Interpretation of MOU. This MOU is intended to foster communication and to facilitate cooperation in the interests of both parties. Nothing in this MOU or subsequent MOUs or agreements is intended to be interpreted as authorizing the parties to take or forgo action which would exceed the authority of the parties to take or to forgo, or which would otherwise be contrary to applicable tribal, city, state, or federal law.

3.3 Participation by Other Governmental Entities. The parties invite and encourage participation in this MOU by other governmental entities. In the event that such entities choose to participate, the parties, including the other entities, may mutually agree upon an amendment to this or subsequent MOUs or agreements for such participation on appropriate terms which are consistent with the principles and key provisions of the MOUs or agreements.

3.4 Disputes Regarding this or Subsequent MOUs or Agreements. In the event the parties are unable to negotiate an amicable resolution of any dispute regarding this or subsequent MOUs or agreements within a reasonable period of time, deemed to be not more than sixty (60) days after an impasse has been declared by either party unless otherwise agreed by the parties, either party may refer the matter in dispute to non-binding mediation by providing written notice to the other party. Within thirty (30) days of the receipt of such written notice, the parties shall by mutual agreement select a mediator to conduct mediation proceedings. If the parties can agree within such period upon the nomination of a single mediator for the dispute, such person shall serve as sole mediator of the dispute. If the parties do not agree upon the nomination of a single mediator within such thirty (30) day period, each party shall nominate a mediator by serving on the other party a notice identifying its mediator within seven (7) days after the 30th day, and those two mediators shall nominate the third to serve with them within fourteen (14) days after the date the later of them is nominated. The mediator(s) shall be qualified by training and experience to mediate the dispute. Unless otherwise agreed by the parties, the mediator(s) shall have sixty (60) days after their appointment to mediate the dispute between the parties, providing each party a fair opportunity to present its side of the dispute, together with any documents or other evidence relevant to resolution of the dispute. If the dispute is not successfully mediated within the sixty (60) day period, the mediator(s) shall prepare a written recommendation for resolution of the dispute. The parties shall have ten (10) days to accept the mediator(s) recommendation. If both parties do not accept the mediator(s) recommendation either party may seek appropriate relief in the United States District Court and the Court shall be advised of the mediator(s) recommendation. Completion of these mediation procedures shall be a condition precedent to seeking such relief.

3.5 No Third-Party Beneficiaries. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this and subsequent MOUs or agreements shall not be construed so as to create such status. The rights, duties and obligations contained in this and subsequent MOUs or agreements shall operate only between the parties, and shall inure solely to the benefit of the parties to this and subsequent MOUs or agreements.

Done this ____ day of _____, 2010.

City of Riverton:

Northern Arapaho Tribe:

Mayor

Chairman

Riverton City Council:

Northern Arapaho Business Council:
