



## MEMORANDUM OF AGREEMENT

between the  
Alaska Department of Natural Resources  
and the  
U.S. Bureau of Land Management



The State of Alaska (SOA), acting through the undersigned authorized official of the Alaska Department of Natural Resources, and the Department of Interior, Bureau of Land Management (BLM), acting through the undersigned authorized official (herein the "parties"), enter into the following agreement regarding the optional relocation of certain Native Allotment parcels from lands that were conveyed in error to the State of Alaska onto other State selected lands.

The Parties agree that in order to provide the greatest flexibility for implementing optional relocation, a significantly large pool of land must be available for those Native Allotments that qualify for relocation. The parties further agree that it is in their mutual best interests to open a robust pool of state selected land to provide this opportunity as the parties collectively work to fulfill the promise of the Alaska Native Allotment Act to provide land ownership to Alaska Natives.

**Purpose:** The purpose of this Memorandum of Agreement (MOA) between the BLM and the SOA is to put into effect the provisions of 43 U.S.C. § 1617 permitting the discretionary relocation of Native Allotment claims from lands previously conveyed to the SOA to other lands currently selected by the SOA.

**Objective:** This MOA sets forth the general terms, conditions and criteria under which the parties will provide allotment applicants the opportunity to relocate valid applications, as determined under Section 18 of the Alaska Native Claims Settlement Act of December 18, 1971, as amended (43 U.S.C. § 1617) and the Alaska Native Allotment Act, (43 U.S.C. §§ 270-1 to 270-3 (1970), repealed with a savings provision by Sec. 18(a) of ANCSA, 43 U.S.C. § 1617(a)), to fulfill their allotment claims from other lands currently selected by the SOA and to clear title to those parcels conveyed to the SOA.

**Participation:** Applicants whose Native Allotment applications are subject to the stipulated procedures for implementation of the order in *Ethel Aguilar et al v. United States of America*, 474 F. Supp. 840 (D. Alaska 1979) ("the Aguilar Stipulations") may voluntarily participate in this program to relocate allotments from lands owned by the SOA to lands selected by the SOA, in cases where the SOA has determined that it is not in the SOA's best interest to reconvey the original application lands.

### Authorities:

1. BLM enters into this MOA under the authority of 43 U.S.C. 1617(c).
2. SOA enters into this agreement under the authority provided in AS 38.05.020(b)(8).

**Responsibilities:**


1. BLM will determine the eligibility of applicants consistent with 43 U.S.C. § 1617.
2. SOA will provide BLM with a state wide map, along with supporting data, representing lands upon which qualified applicants may relocate their allotment.
3. Working with the Bureau of Indian Affairs and its realty service providers, BLM will notify applicants of the opportunity to get a substitute allotment parcel on State selected land.

**Procedures:** The generalized, and currently existing, procedures for processing the relocation of a parcel in accordance with 43 U.S.C. § 1617 are summarized in Exhibit "A" and Exhibit "B," attached to and incorporated into this MOA. All procedures will comply with the Aguilar stipulations, the Alaska Native Allotment Act and regulations, and generally accepted principles of administrative due process.


**Administration:**

1. Nothing in this MOA will be construed as affecting the authorities of either party, as binding beyond the parties' respective authorities, or as requiring the parties to obligate or expend funds in excess of available appropriations.
2. Conflicts between the parties that cannot be resolved at the operational level will be referred to successively higher levels for resolution.
3. Either party may request that this MOA be amended, whereupon all parties will consult to consider such amendment. Amendments must be in writing. Amendments will become effective when signed by all parties to the original agreement.
4. Either party may terminate this MOA by providing 30 days written notice to the other party.
5. This MOA shall become effective on the last date signed by both parties.

**Authorization to sign:** The persons signing below represent that they have legal authority to execute this Agreement on behalf of their respective agencies.

  
\_\_\_\_\_  
Bud Cribley  
State Director, Alaska State Office  
U.S. Bureau of Land Management

7/25/13  
Date

  
\_\_\_\_\_  
Daniel S. Sullivan  
Commissioner  
State of Alaska, Department of Natural Resources

7/19/13  
Date