

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

BRISTOL BAY NATIVE ASSOCIATION,

[City of Dillingham]

AND

[Curyung Tribal Council]

VILLAGE PUBLIC SAFETY OFFICER PROGRAM

FOR A

VILLAGE PUBLIC SAFETY OFFICER

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**CITY/VILLAGE OF
(Dillingham)**
MEMORANDUM OF AGREEMENT



VILLAGE PUBLIC SAFETY OFFICER PROGRAM

This is a MEMORANDUM OF AGREEMENT (MOA or Agreement) for the program year of **May 7, 2026** through **June 30, 2029**, between the Bristol Bay Native Association (BBNA) and the **[City of Dillingham]** (City) and **Curyung Tribal Council** (Village) in the collaborative effort of providing a Village Public Safety Officer (VPSO) program in the Village/City. The Department of Public Safety (DPS), Alaska State Troopers (AST) delegates the public safety responsibilities of the VPSO Program and is an associated agency. DPS maintains grant contracting arrangements with BBNA outside of this Agreement.

The VPSO program will work with the appropriate local governing authorities. The responsibility of this program is shared between the City/Village, BBNA, and the DPS/AST. BBNA may withdraw or withhold VPSO services from a community that violates the terms of its Memorandum of Agreement.

General responsibilities of these entities and the program's purpose are described below:

I. THE BRISTOL BAY NATIVE ASSOCIATION

A. Hiring Procedures:

1. BBNA is the Program Administrator and the Employer of the VPSO. However, recruitment, candidate screening, and hiring of VPSOs will require unanimous approval of all parties.

B. Basic Standards/Expectations of VPSO:

1. The applicant/VPSO recruit is a citizen of the United States or a resident alien who has demonstrated intent to become a citizen of the United States;
2. The applicant/VPSO recruit is 21 years of age or older;
3. The applicant/VPSO recruit is of good moral character;
4. The applicant/VPSO recruit has a high school diploma, or its equivalent; or have has achieved a General Education Development Certificate;
5. Before attending a basic training program under 13 AAC 96.100 (VPSO Academy), the applicant/VPSO recruit is certified by a physician licensed in Alaska, and on the medical form supplied by the Department of Public Safety, the physician must certify that the VPSO candidate is:
 - (a) Free from any physical, visual or hearing condition which would adversely affect the essential performance as a village public safety officer;
 - (b) Have normal color discrimination, normal binocular coordination, normal peripheral vision, and corrected visual acuity of 20/30 or better in each eye;
 - (c) Free from a mental or emotional condition which would adversely affect the essential performance as a village public safety officer;
6. The applicant/VPSO recruit has not been convicted, by a civilian court of this state or the United States, or another state or territory, or by a military court, of the following offenses, or of an offense with substantially similar elements to such an offense under Alaska law:

- (a) A felony;
- (b) A misdemeanor offense within five (5) years of date of hire;
- (c) A misdemeanor within ten (10) years of the date of hire, if it involved:
 - i) Assault against a family member, former family member, member of the individual's household or former member of the household,
 - ii) Or violation of a domestic violence restraining order; or
- (e) Two or more offenses of driving while intoxicated or under the influence (DWI) or (DUI) offenses.

7. The applicant/VPSO recruit has not:

- (a) Illegally manufactured, transported, or delivered a controlled substance including alcoholic beverages within communities where a local option law is in effect under AS 04.11, or a municipal/tribal ordinance;
 - (b) Illegally used a controlled substance other than marijuana during the ten (10) years immediately before the date of hire, unless the person was under the age of 21 at the time of using the controlled substance;
 - (c) Consumed marijuana within the last year; or
 - (d) An applicant/VPSO recruit's known history is left to the discretion of BBNA in cooperation with the Alaska State Troopers for consideration.
8. The applicant/VPSO recruit has not been denied VPSO certification, nor is that certification in revoked status; and
9. The applicant/VPSO recruit has not been discharged, asked to resign, or resigned in place of discharge, from a village public safety officer or other police officer position for cause; and

Applicants may be required to submit to drug screening tests as a condition of initial or continued employment.

C. Salary and Benefits:

1. The VPSO salary schedule is determined by Alaska DPS and is cooperatively administered through BBNA. Additionally, VPSO's may be eligible to receive a stipend for performing probation monitoring duties for the Department of Corrections (DOC) as requested.
2. BBNA provides a personnel policy manual and the same benefits package offered to all full time employees. BBNA maintains separate specific VPSO program forms and a wage/step schedule as generated by the DPS – VPSO Grant program.
3. Other employee benefits to include life, medical, and dental insurance, annual and sick leave and authorized paid holidays (see VPSO Desk Manual) shall be determined by BBNA.
4. VPSO Program Manager is responsible for supervisory duties that include:
 - (a) in consultation with the appropriate local authority, will set the VPSO's work schedule;
 - (b) will provide and notify the appropriate local authority when the village-based VPSO has scheduled leave; is adjusting the work week as mandated by DPS and/or BBNA.

5. Leave Policies:

- (a) Annual Leave is provided in accordance with BBNA's policies;
- (b) Prior to taking annual leave (or leave without pay), the VPSO must obtain authorization through the use of a Leave Request Form provided by BBNA and receive approval from the City/Village;
- (c) At BBNA's discretion, "subsistence leave" may be granted for the purpose of pursuing traditional subsistence or economic activities for a period not to exceed 90 consecutive days or 90 days during the fiscal year (Jul. 1 - Jun. 30), without jeopardizing his/her job. Such leave can be authorized without pay; however, all annual leave must be expended before any leave without pay may be extended.

D. Firearms/Use of Force Policy:

- 1. In 2014, the Alaska Legislature unanimously amended Alaska Statutes to authorize VPSOs to carry Firearms. Alaska Statute and DPS do permit VPSO's to carry a firearm. Under AS 18.65.678, a VPSO may not, except in an emergency, carry a firearm in the performance of the officer's duties until the officer has successfully completed: (1) a basic firearms training program that is certified by the Alaska Police Standards Council or substantially similar training as determined by the department; (2) a psychological examination conducted by a mental health professional; and (3) all annual firearm qualification requirements.
- 2. On 03/27/2025, the BBNA Full Board adopted resolution 2025-08 allowing VPSOs of BBNA to carry firearms during the course and the scope of their employment.
- 3. Prior to carrying a firearm, a VPSO must have required training under AS 18.65.678, Village/Council/BBNA approval, have read/signed the BBNA Firearms policy, and follow DPS Operating Procedures Manual (OPM) and VPSO Standard Operating Procedures Manual (SOP)
- 3. Failure of a VPSO to follow the guidelines and mandates of this policy may be grounds for immediate disciplinary action including, but not limited to, termination of employment.

E. Position Transfer/In House Hiring:

- 1. VPSO's wishing to transfer to an existing vacant-funded position within BBNA will be encouraged to request to transfer in writing. Upon receiving the written request, BBNA will facilitate an interview with City/Village members and will seriously consider their recommendation.
- 2. DPS requires prior approval of such requests.
- 2. The VPSO will be responsible for all moving expenses not covered by City/Village, DPS/AST or BBNA.
- 3. The position from which the VPSO transfers will be treated the same as a position from which a VPSO resigned.
- 4. BBNA reserves the right to prohibit such transfers at its discretion.

F. Equipment:

- 1. **All equipment purchased by BBNA under BBNA's VPSO Program is the property of BBNA unless otherwise specified in this MOA or in Attachment 2.**

2. Such equipment may include: Office equipment, motor vehicles, accessory uniform equipment and utility equipment such as handheld radios, utility belts, etc.
3. **No Unauthorized** use of BBNA's property/equipment. All property/equipment provided by BBNA for the VPSO program is the property of BBNA. No one should be using BBNA's property/equipment unless authorized by BBNA with a written agreement.
4. The parties agree that the maintenance of the equipment purchased under the VPSO Program should be the responsibility and sole cost of BBNA unless otherwise specified in Attachment 2. Furthermore, such equipment should be regularly maintained and kept in good repair, ordinary wear and tears excepted. BBNA shall ensure the VPSO Program has access to all equipment needed to accomplish the goals contained herein, during any season.
5. The Council/City acknowledges and upholds the intent that the designated VPSO vehicles and associated equipment are to provide the VPSO **exclusive use** and access to transportation and equipment for emergency responses to calls for assistance such as domestic criminal activity, search and rescue, and other public safety activities.
6. During a VPSO position vacancy, the Council/City shall cover and store all VPSO equipment at a safe location. In the event a vacancy extends for more than a year, or is anticipated to extend more than one year, BBNA will negotiate the disposition of the equipment (e.g., long-term storage, sale, removal, village, etc.), subject to the requirements of any applicable grants or contracts with DPS or other outside agencies.

II. THE DEPARTMENT OF PUBLIC SAFETY - ALASKA STATE TROOPERS

A. Training:

1. Non-certified VPSO's are required to complete a 16 Week Alaska Law Enforcement Training (ALET) and Rural Fire Protection Specialist Training at the VPSO Academy in Sitka, AK when scheduled by DPS.
2. VPSO's will receive regular on the job training by his/her Oversight Trooper to guide proper response, criminal report writing and criminal intake. AST may also arrange periodic training workshops for advancement within program. AST and BBNA will coordinate a yearly regional training for entry level and advanced training purposes.
7. AST will provide technical direction and support and will delegate and interpret all technical State law and statute-related queries by VPSO's.
8. Copies of Certificates of Completion of such training shall be promptly provided by BBNA to the City/Village.

B. Uniforms/Equipment:

1. AST shall issue and track all basic VPSO uniform and related equipment, such equipment will be issued by the DPS. Basic equipment will include but not be limited to: uniforms, badges, defensive weapons and protective gear and identification cards. All such equipment shall remain the property of the DPS.

2. VPSO's shall be in uniform when on duty, traveling on VPSO business, and when attending functions relating to the VPSO position.

C. Public Safety Functions:

1. DPS/AST will provide VPSO's with general advice, support and assistance in matters relating to public safety and law enforcement.
2. All enforcement of local ordinances will be communicated to the AST in order to uphold the chain of communication and to assure no direct conflict of local ordinances and State Statutes.
4. In the event that BBNA and the appropriate local authority disagree on village-based VPSO program responsibilities; DPS will mediate the dispute if feasible.

III. THE CITY/VILLAGE

A. City/Village Policies:

1. The City/Village will coordinate with BBNA and the AST to meet the established goals and objectives of this program which include active enforcement of State laws and local ordinances, establishing or maintaining a volunteer fire department, search and rescue group, emergency medical response, and health and safety prevention. The parties agree to continue active efforts to define and adopt more specific objectives in order to help guide VPSO decisions in the future. Specifically, the parties shall meet no less than twice per year to discuss effectiveness of the VPSO Program and more clearly delineate the roles of each party (i.e., who has authority in a given emergency situation). As a result of these meetings, the parties may amend this agreement to adopt more specific objectives, per the below.
2. It is intended for the VPSO to work independently with the appropriate local governing authority to meet the community's need for safety; to develop and uphold community wellbeing; and promote a sense of public safety. As such the VPSO will attend regular monthly City/Village meetings and report significant activities within the last month. VPSO will also process/implement specific recommendations made by the City/Village in making public safety more effective and beneficial. Furthermore, the parties will ensure that the City has consistent access to a VPSO at all times – more specifically, VPSO's must have any leave approved by the City/Village in advance, as laid out above.

B. City/Village Contributions:

1. At a *minimum*, the City/Village will provide:
 - (a) A private confidential office;
 - (b) Basic office administration supplies and equipment (to include postage, telephone and fax with long distance access -if not otherwise provided by BBNA);
 - (c) Secure, isolated and lockable storage for evidence or detained property;
 - (d) A holding cell for temporary detainment of prisoners, juveniles or custody of Title 47 individuals detained under AS Title 47.
 - (e) Designated VPSO vehicle(s) including fuel for transportation to respond to emergencies, search & rescue, and routine community patrols. Rural communities that are geographically

challenged or separated due to topographic terrain, water or tundra obstruction will be expected to provide multiple means of transportation to meet the geographic demand of the community.

(f) Adequate vehicle and liability insurance covering City/Village owned-vehicles used in the performance of duties; with coverage limits not less than \$100,000 per person and \$300,000 per occurrence bodily injury, and \$50,000 property damage.

(g) Adequate Housing; Housing must be available in the Village/City for the VPSO.

2. On a three (3) year cycle basis (prior to July 1st), the City/Village will provide BBNA with an updated VPSO Position Application. Funding and authorization for VPSO positions in communities will be decided each year based on the VPSO Position Applications received.
3. It is mutually understood that the VPSO program is based on local hire without provisions for housing or cost of living allowances. However, if no acceptable applicants are found from within the community, and/or housing or cost of living seem to be a possible factor contributing to the vacancy, or if a chronic housing problem is known to exist (including inflated rent or utility costs), the City/Village may be expected to provide or contribute in some manner for reasonable VPSO housing or provide a housing/cost of living allowance to assist in finding suitable housing for the VPSO, and to establish and maintain position longevity within the community. Such housing will be consistent with the normal standard of housing found within the community; BBNA will reserve the right to reasonably judge housing suitability.

C. City/Village Oversight:

1. The City/Village will provide on-site assistance for the VPSO by appointing a council representative who will monitor and ensure that the duties, levels of performance and actual hours worked are noted and reported to BBNA in a factual and timely manner. The appointed council representative will also address any significant community differences about aspects of the local VPSO position during regular council meetings, with an emphasis on seeking a solution or recommendation for both community and VPSO. The VPSO will report directly to the representative and work collaboratively with the Village/City to accomplish its goals.
2. If the VPSO's performance level fails to meet the City/Village's expectations for the position or, if the VPSO fails to follow through with the prescribed outline of the VPSO Job Description and any Addendums; and the VPSO and City/Village are unable to come to a reasonable resolution, the Council President or the appointed representative will report this to BBNA as soon as possible. The parties will then meet and confer on how to resolve the issue to the satisfaction of the City/Village.

IV. SHARED RESPONSIBILITIES

A. VPSO Duties:

1. Job Description includes an addendum that identifies five (5) consecutive work-days, specific office hours, specific community/patrol times and two consecutive regular days off. (Attachment 1). The VPSO shall report directly to the appointed tribal/city Representative.
2. The City/Village will appoint a "Representative" for the VPSO and community to ensure job performance, establish a point of contact for specific requests for VPSO administration and to represent the Council to the VPSO when it is not in session.
3. Additionally, VPSO's are expected to make and document personal contact with specified probationers and parolees at least twice per month, or as requested by the Supervisor of the

District Probation Office for the Alaska Department of Corrections. This responsibility can include:

(a) Obtaining urine samples from offenders using urinalysis (UA) test cups provided and record results to the District Probation Office telephonically. UA test cups are provided by, and at the cost of, DOC.

4. A Village Public Safety Officer is assigned to a community, works independently to perform the duties outlined in AS 18.65.686.

B. Evaluation Procedures:

1. Upon hire, the VPSO shall serve a one (1) year evaluation period to determine if the City/Village, DPS and BBNA will continue to retain support for the existing VPSO.
2. The parties will complete annual performance evaluation.
3. If the evaluation demonstrates a need for immediate improvement or is generally unsatisfactory in the overall job performance, the parties shall determine a timeframe with specific objectives for the VPSO to meet. A follow-up evaluation will be determined depending on the specific areas of improvement needed.
4. VPSO's who demonstrate and receive a successful evaluation will receive a merit/step increase to the next level of pay.

C. Reports:

1. VPSO's are required to complete the VPSO bi-weekly statistical report, which is to be made available to the City/Village or the Council Representative. This report justifies position by demonstrating impact on criminal activity, emergency response and health and safety prevention. Failure to timely submit such reports will result in disciplinary action up to and including termination.
2. VPSO's will also submit to BBNA and the City/Village a monthly report indicating the previous month's significant activities by the [10th] day of each following month.
3. AST requires all criminal reports to be upheld by responsible investigative techniques. All criminal reports must be completed within the appropriate timeframes. Failure to comply with such timeframes will result in corrective instruction by AST. Continued failure to comply with reporting requirements will be reported to BBNA. The employer will pursue disciplinary action if necessary, up to and including termination.

D. Safety Services:

1. The VPSO will provide a minimum range of safety services, which shall include but are not limited to: law enforcement, emergency medical services, fire suppression, search and rescue and health and safety prevention. These services will be listed, in detail, in the VPSO list of duties (Described in subsection "A." of this section.).

E. Program Funding:

1. The City/Village will work collaboratively with BBNA and the AST to assure success of the program.
2. BBNA reserves the right to determine through the VPSO Position Application which communities will receive public safety services.

F. Fish and Wildlife Enforcement:

1. VPSO's will not enforce Fish & Wildlife protection or any such governing statutes.
2. If obvious criminal activity is known during the harvest of animals-such as wanton waste, the VPSO may be responsible for contacting AST or nearest fish & wildlife protection officers for purposes of halting such abusive and criminal activity.

V. DISMISSAL OF VILLAGE PUBLIC SAFETY OFFICER

A. Termination for Cause:

1. In the event that a Village Public Safety Officer is incapable and/or unwilling to timely perform or meet the requirements of the VPSO Job Description the following procedure will be used:
 - (a) Complaints from City/Village or AST will be assessed by BBNA and discussed with VPSO, which will constitute a verbal warning. The initial warning will be cited to the appointed Council representative or AST or both. A timeframe for corrective action will be determined and set forth.
 - (b) In the event that marked improvement or corrective measures/actions are not taken within the determined timeframe, BBNA will proceed with a written warning to be courtesy copied to the City/Village, AST and the individual's personnel file.
 - (c) If it is apparent that a resolution is unlikely and the corrective action is ineffective, BBNA shall proceed with position termination.
2. As an "at will employer", BBNA and its employees reserve the right to terminate employment at will. As such BBNA may seek the termination of any VPSO's employment if its within the best interest of BBNA.

B. Termination Due To Lack of City/Village Support:

1. If the City/Village decides to withdraw support for: (a) basic office administration, (b) offset in some manner the high housing-or cost of living arrangements, (c) designated VPSO transportation (unless arrangements are made to compensate the VPSO for use of personal vehicle while acting within the capacity of VPSO);
2. If the City/Village chooses not to make reasonable efforts, or simply not to meet minimum support criteria, and BBNA finds there is not sufficient reason to terminate that VPSO for cause, BBNA shall determine a short timeframe for the Council to become compliant with any of the withdrawn or inadequate minimum contributions.
3. If the City/Village becomes/remains non-compliant in meeting minimum contributions, funding and personnel for that position may be withdrawn. An updated VPSO Position Application will be provided; the community will indicate the ability to meet the minimum requirements.
 - (a) If no other community chooses to recommend that VPSO for its position, the VPSO will be laid-off and the position will be offered to another applicant community.

C. Position Relocation:

1. Due to funding restrictions, BBNA may exercise the right to relocate positions that have demonstrated vacancies beyond 30 days. As such, potential recipient communities must document ability to provide minimum council contributions on the VPSO Position Application- which must be submitted to BBNA on a yearly basis for the purpose of maintaining updated information.
- 2.

VI. INSURANCE AND INDEMNIFICATION

A. Insurance

1. It is understood that DPS assists BBNA in meeting minimum insurance for police legal liability required in 13 AAC 96.030. BBNA and the City/Village are each a named insured on the current certificate of insurance.
2. It is agreed that the Bristol Bay Native Association shall provide and maintain, for all employees engaged in work under this agreement, Worker's Compensation Insurance as required by AS 23.30.045.

B. Indemnification:

1. BBNA, the **[City of Dillingham]**, and **[Curyung Tribal Council]** agree to indemnify the State and each other against claims arising from their own respective negligence, or other fault. All liability and damages for actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly from the performance of this Agreement which are caused by joint negligence of the State of Alaska, the Bristol Bay Native Association, the **[City of Dillingham]** or **[Curyung Tribal Council]** shall be jointly defended and apportioned on a comparative fault basis.

VII. AMENDMENTS

A. Amendments/Review:

1. This memorandum of agreement may be amended with the written consent of all parties; however, it will remain in effect until such time as it is superseded by another more current memorandum.
2. This memorandum of agreement shall be reviewed on an annual basis.
3. The assigned VPSO's primary function will be to assist AST as needed and serve as a search and rescue coordinator.
4. The assigned VPSO will assist EMS as needed with approval from the Fire Department Coordinator and/or the Fire Chief.
5. The assigned VPSO will only respond to requests for police service within city limits at the express request of the City Manager and/or Dillingham Police Chief and during such time the VPSO will be there to assist DPD in their needs within the scope of the VPSO's duties.

VII. REPRESENTATION AND AUTHORIZATION

A. Signatories:

The undersigned are authorized representative(s) of the respective organizations and agree to the terms of this MOA.

_____, President
[community tribal partner] _____ Date

_____, Mayor
[community municipal partner] _____ Date

_____, President & Chief Executive Officer
Bristol Bay Native Association _____ Date