

**Memorandum of Agreement
Between the
City & Borough of Juneau
and the
Central Council of Tlingit & Haida Indian Tribes of Alaska**

Supplemental MOA Re: Solid Waste 2024

WHEREAS, the City and Borough of Juneau and the Central Council of Tlingit & Haida Indian Tribes of Alaska both recognize that they are government entities with the responsibility to provide public ways to address solid waste; and

WHEREAS, the City and Borough of Juneau (CBJ) is located on the traditional lands of the Lingit people; and

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally and state recognized tribe, and the tribe for the Juneau community, and provides services to the citizens, employees and neighbors located within Juneau, a community recognized under Tlingit & Haida's governing documents; and

WHEREAS, CBJ and Tlingit & Haida recognize that there is overlap between their service populations within the CBJ; and

WHEREAS, in recognition of the government-to-government relationship, CBJ and Tlingit & Haida entered into a 2017 Memorandum of Agreement (MOA) and wish to enter into this Supplemental MOA in order to promote communication and coordination to reduce duplication of efforts and provide more effective responses to addressing solid waste goals within CBJ for the betterment of their shared citizenry;

NOW THEREFORE BE IT RESOLVED, the CBJ and Tlingit & Haida agree as follows:

1. **Purpose.** The purpose of this Supplemental is to establish a good-faith foundation between the CBJ and Tlingit & Haida (collectively the "Parties", individually "Party") for future collaborative efforts on solid waste matters, including recycling, composting, household hazardous waste, municipal solid waste, disaster debris, and construction debris that benefit the shared citizenry that both Parties serve. The Parties agree to work together in a cooperative and coordinated manner to achieve the collective goals of the Supplemental.
2. **Roles and Responsibilities.** Each Party agrees to the following roles:
 - a. Together, the Parties agree to:
 - i. At least once a year, the CBJ and Tlingit & Haida leadership agree to meet and review:
 1. Any agreements for solid waste management.
 2. Identify new opportunities where the Parties can work together.

3. Identify resources or funding sources to support solid waste management and disposal.
 - b. CBJ agrees:
 - i. At least once a year, CBJ will provide a report on this Supplemental to Tlingit & Haida.
 - ii. CBJ will share any relevant information it may have on reduction of waste efforts including metrics around diversion of waste and any studies, plans, or funding related to waste.
 - iii. CBJ agrees that it will follow applicable law governing the confidentiality of any information Tlingit & Haida discloses to it under this Supplemental.
 - c. Tlingit & Haida agrees to:
 - i. At least once a year, Tlingit & Haida will provide a report on this Supplemental to the CBJ.
 - ii. Tlingit & Haida will share any relevant information it may have on reduction of waste efforts including metrics around diversion of waste as well as any studies, plans or funding related to waste. Tlingit & Haida will follow applicable laws governing the confidentiality of any information CBJ discloses to it under this Supplemental.
 - iii. Tlingit & Haida will designate one employee to serve as a point of contact to CBJ for all solid waste management issues.
3. **Costs and Expenditures.** The Parties agree to cover their own costs and expenditures under this Supplemental.
4. **Points of Contact.** In addition to the CBJ City Manager and designees and the Tlingit & Haida President and designees, the points of contact shall be the CBJ Engineering and Public Works Director and the Environment Program Director, Raymond Paddock III, of the Tlingit & Haida Public Safety Division and their designees.
5. **Miscellaneous Provisions**
 - a. **Dispute Resolution.** The Parties commit to maintaining a strong working relationship through open and transparent communication. If a dispute arises out of or relating to any aspect of this Supplemental, the Parties agree to meet and confer in good faith to attempt to seek an amicable resolution.
 - b. **No Assumption of Liabilities.** Neither Party is assuming or will be responsible for the other Party's liabilities or obligations arising out of environmental programs.
 - c. **No Waiver of Authority.** Nothing in this Supplemental shall limit or waive the regulatory authority or jurisdiction of either Party.
 - d. **No Cause of Action.** Nothing in this Supplemental nor any decision made by the CBJ or Tlingit & Haida, whether or not the decision is consistent with this Supplemental, shall give either Party or any third party any cause of action or claim. This Supplemental is not intended to provide any remedy not already provided by law.

- e. **No Preemption.** Nothing in this Supplemental is meant to preempt, supersede, or replace any responsibility the CBJ may have under federal or state law.
 - f. **No Waiver of Sovereign Immunity.** Tlingit & Haida is a federally recognized Indian tribe and as such possesses sovereign immunity. Nothing in this Supplemental is intended to be, shall be deemed to be or may be construed as a waiver of Tlingit & Haida’s sovereign immunity or consent to suit in tribal, state or federal courts.
 - g. **Termination.** The Supplemental may be cancelled in whole or in part, at any time, upon mutual written agreement by the Parties, with 30 days’ notice.
 - h. **Counterparts.** This Supplemental may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.
6. **Effective Date.** This Supplemental shall be effective immediately after its adoption and shall remain in effect until terminated by the Parties or until a superseding government-to-government agreement is entered into between the CBJ and Tlingit & Haida.

CITY AND BOROUGH OF JUNEAU

CENTRAL COUNCIL TLINGIT & Haida INDIAN TRIBES OF ALASKA

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____