

June 5, 2017

Mayor Ken Koelsch
City and Borough of Juneau
155 S. Seward Street
Juneau, Alaska 99801

President Richard J. Peterson
Central Council of Tlingit & Haida Indian Tribes of Alaska
9097 Glacier Highway,
Juneau, Alaska 99801

The City and Borough of Juneau (“CBJ”) and the Central Council of Tlingit & Haida Indian Tribes of Alaska (“Tribe” or “T&H”) hereby state their intent to enter into a memorandum of agreement to address intergovernmental issues that may arise if the Bureau of Indian Affairs moves forward with the Notices of Applications sent out in April 2017 and accepts land into trust on behalf of the Tribe.

As agreed to at the meeting between the Tribe and CBJ on May 31, 2017, the agreement between CBJ and the Tribe will address the following subjects in the following manners.

Criminal Law

- The CBJ Criminal Code will be enforced by CBJ and the Juneau Police Department.
- The agreement will allow for hot pursuit, investigative authority, extradition, etc.
- The agreement will contain a provision recognizing that if T&H adopts its own criminal code or provides its own enforcement agents then the agreement will be revised to allow for cross-deputization, mutual aid, emergency back-up, etc.

Fire/EMT

- CBJ will continue to provide fire and emergency services to the Tribe.
- The CBJ Fire Marshall will annually inspect trust land.
- The CBJ Fire and Building Code will apply until T&H adopts CBJ code, as amended, by reference, or until T&H adopts a comparable or higher standard.
- CBJ will continue to enforce the Fire Code until the Tribe has an enforcement agent.
- If the enforcement agent comes before T&H code amendment, CBJ will authorize the enforcement agent to enforce CBJ code (cross-deputization.)

Health and Safety

- It is T&H’s intent that much if not all of the health and safety issues currently addressed by CBJ code (nuisance, litter, bear attraction, junked cars) continue to be enforced on the noticed property. T&H will review Titles 8 and 36 of CBJ code and advise CBJ which provisions T&H would like CBJ to enforce.
 - T&H intends to adopt similar language to CBJ code regarding the bear attraction nuisance provisions (CBJ 36.20.056). In the meantime, CBJ code will apply and be enforced by CBJ unless and until T&H appoints its own enforcement agent.

Health and Safety continued

- Future enforcement of other health and safety code provisions (after T&H's code provision(s) are adopted) will depend on whether T&H decides to appoint its own enforcement agent.
- T&H will be adopting its own junked car ordinance in the near future.
- T&H intends to adopt by reference, CBJ code, as amended, with respect to Title 19 (building code, international property management, electrical, plumbing, etc.). T&H is considering whether it will enforce once its code is adopted. In the meantime, the CBJ will enforce Title 19 violations.

Zoning and Land Use

- Zoning and land use is not an immediate issue because the noticed property will continue to be used as it currently is (or a use that is no less intense than current parking lot use) for 13 years.
- T&H will be considering its own zoning and land use code.
- The parties are mutually committed to regulating zoning and land use in the Juneau Indian Village in such a way as to minimize adverse impacts on neighboring properties. The parties envision a process similar to the CBJ's conditional use process that takes into account adverse impacts and authorizes the regulatory authority to impose conditions designed to minimize such impacts.

Water/Sewer/Drainage

- T&H will provide CBJ a utility easement. The easement will terminate if the lines are relocated, or upon mutual agreement by the parties.
- T&H will look at adopting code provisions that prohibit allowing unauthorized materials in CBJ stormwater drainage system and sewers and provide for an enforcement mechanism.
- The CBJ code will be enforceable until T&H adopts its own similar code provisions.

Title 47

- JPD and the emergency services patrol will be authorized to exercise duties under AS 47.37.170, and JPD under 47.30.705, on the noticed property.

Payment in Lieu of Taxes (PILT)

- CBJ will provide T&H with a breakdown of property tax (it's components). T&H will use that to propose a PILT formula for the noticed property.
- T&H will pay a PILT in the amount currently paid in property tax for years 2017 and 2018, unless the new PILT formula is agreed to earlier.

Sovereign Immunity

- The parties discussed the need for a limited waiver of sovereign immunity, to allow for insurance coverage and for mutual enforceability of the agreement.
- The parties have agreed to work collaboratively on proposed waiver language.

Annual Meeting

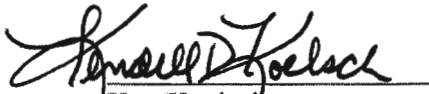
- Though it is the intention of the parties that communication between them remain free and open, and that issues are addressed as soon as they arise, the agreement will specifically provide for an annual meeting of the parties during January or February.

A final agreement will be signed by September 1, 2017.


The agreement will not have a specified term but will be revocable by parties.

The parties agree to revise the agreement as needed, in light of the Tribe's future applications.

Finally, the parties both acknowledge that the final agreement will need the approval of the CBJ Assembly and the Tribe's Executive Council.



Ken Koelsch
CBJ



Richard J. Peterson
Tlingit & Haida