

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

Supplemental MOA Re: Public Safety and Emergency Response

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 safety services, including law enforcement, search and rescue, emergency response, and disaster response, to their citizens; and

WHEREAS, the City and Borough of Juneau (CBJ) is located on the traditional lands of the Lingít 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) in order to promote communication and coordination to reduce duplication of efforts and provide more effective responses to public safety matters, including law enforcement, search and rescue, emergency response, and disaster response 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 public safety matters, including law enforcement, search and rescue, emergency response, and disaster response 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 agree to meet and review:

1. Past public safety and emergency incidents that impacted both Parties and evaluate the effectiveness of the Parties' responses.
 2. Identify new opportunities where the Parties can work together.
 3. Identify resources or funding sources to support public safety.
 4. Create, and update as necessary, a plan of action to effectuate better responses to future public safety events.
 - ii. At least once per year, the Parties and their staff and/or volunteers will participate in a joint training exercise that reflects practices compliant with federal emergency response standards.
 - iii. The Parties will notify the other of relevant training opportunities for their staff and volunteers.
- b. CBJ agrees:
 - i. At least once a year, CBJ will provide a report on this Supplemental to Tlingit & Haida.
 - ii. CBJ will promptly share any relevant information it may have on current or potential public safety and emergency incidents that will affect, or it reasonably believes could have an effect on Tlingit & Haida Tribal citizens located within the CBJ.
 - 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 promptly share any relevant information it may have on current or potential public safety or emergency incidents that will affect, or it reasonably believes could have an effect on the citizens located within the CBJ.
 - iii. Tlingit & Haida will follow applicable laws governing the confidentiality of any information CBJ discloses to it under this Supplemental.
 - iv. Tlingit & Haida will designate one employee to serve on the Juneau Local Emergency Planning Committee.
 - v. Tlingit & Haida may provide fire response to its trust and restricted property and that of its citizens, on the CBJ road system. If requested by CBJ, Tlingit & Haida may service the Eaglecrest Recreation Area.
3. **Law Enforcement.** Consistent with P.L. 83-280, CBJ law enforcement officers will continue to respond to calls to property held in trust or restricted status for Tlingit & Haida and its citizens.
 - a. Tlingit & Haida will continue to maintain public availability to its laws on its government website; and Tlingit & Haida will continuously update CBJ regarding tribal law applicable to such trust and restricted properties.

4. **Other Public Safety Events.** In the event of a significant public safety event, including search and rescue, the Parties agree to:
 - a. Commit to open and frequent communication.
 - b. Alert the other Party of resources or personnel the Party has dispatched to avoid duplication of efforts between the Parties.
5. **Costs and Expenditures.** The Parties agree to cover their own costs and expenditures under this Supplemental.
6. **Points of Contact.** In addition to the CBJ Mayor and the Tlingit & Haida President, the points of contact shall be the City Manager and their designees, and the Senior Director of the Tlingit & Haida Public Safety Division and their designees.
7. **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 public safety actions.
 - 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.
8. **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: _____