

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered by and between, the Central Council Tlingit and Haida Indian Tribes of Alaska, Andrew P. Hope Building, 320 West Willoughby Avenue Suite 300 Juneau, Alaska 99801-9983 (“TLINGIT & HAIDA”), and the City of _____, Alaska (“City”).

RECITALS

Whereas,

1. TLINGIT & HAIDA is a federally recognized Indian Tribe, and participates in the State of Alaska’s Village Public Safety Officer (“VPSO”) Program pursuant to a grant from the State of Alaska, Department of Public Safety, authorized by AS 18.85.670 (“the VPSO Grant Agreement”); and
2. City is an Alaska municipality that has requested TLINGIT & HAIDA to provide VPSO services in its community;

Therefore, in consideration of the mutual covenants and agreements contained in this Memorandum of Agreement, it is agreed that:

AGREEMENT

VILLAGE PUBLIC SAFETY OFFICER.

3. TLINGIT & HAIDA will employ Village Public Safety Officers (VPSO) to provide VPSO services in the City in accordance with the terms and conditions of the VPSO Grant Agreement; and
4. The City will encourage and fully support the VPSO’s activities and will encourage and fully support the VPSO’s enforcement of the laws of the State of Alaska and the City’s ordinances.
5. The VPSO will serve as the first level public safety responder in the City, and will provide services appropriate to that role, including law enforcement, fire protection and prevention, water safety, search and rescue, community policing, public safety education, disaster preparedness and coordination services, and probation and parole monitoring, as directed by TLINGIT & HAIDA in accordance with the Grant Agreements.
6. The VPSO shall not supervise or direct the activities of Tribal Police Officers, Village Police Officers, Municipal Police Officers or any other non-VPSO public safety officers.

SUPERVISION AND WORK SCHEDULE.

7. The VPSOs are employees of TLINGIT & HAIDA and subject to the Personnel Policies and Administrative Rules and Procedures of TLINGIT & HAIDA.
8. The scope of the VPSO’s duties shall be defined in writing by TLINGIT & HAIDA after consultation with the City. TLINGIT & HAIDA will provide a copy of the VPSO’s written duties to the CITY and the Department of Public Safety as required by the VPSO Grant Agreement.

9. The VPSO and Coordinator shall determine the VPSO work schedule in consultation with the City and taking into consideration the City's needs and conditions.

10. The VPSO workday shall not exceed seven and one half (7.5) hours, nor shall the VPSO work week exceed 37.5 hours. The VPSO work week will include two (2) consecutive days off. TLINGIT & HAIDA will only compensate the VPSO for overtime worked in response to situations involving threats to life or property or under other emergency circumstances.

11. The VPSO may be placed by the VPSO Coordinator into state wide trainings or into Temporary Duty Assignments at other locations within the TLINGIT & HAIDA Region, as needed. The City can request that the VPSO not be placed into Temporary Duty Assignments, but the decision of the VPSO Coordinator will be final.

FIREARMS POLICY.

12. In accordance with the VPSO Grant Agreement, the VPSO will not, except in the case of an emergency, carry a firearm.

OFFICE SPACE.

13. The City agrees to provide safe, sanitary, and secure office space. The City also agrees to provide the equipment and supplies suitable and necessary to enable the VPSO to perform his or her duties. The City also agrees to provide all utility services for the VPSO offices including phone and fax.

RESIDENTIAL LIVING QUARTERS.

14. If The City requires the VPSO to live within The City, The City agrees to provide a housing stipend to the VPSO equal to 50% of the actual fair market value of the housing unit provided. If the City owns the VPSO housing, an adjustment to the rental rate equaling 50% of actual fair market value will qualify as the housing stipend and the City will include water, sewer and garbage services. Residential electricity, propane, and other utility expenses will be the responsibility of the VPSO individually. The housing stipend will be re-negotiated between the city, the VPSO and the VPSO Coordinator as needed. If The City does not require the VPSO to live in the City, then no housing stipend or adjustment is required.

VPSO VEHICLE.

15. The VPSO shall be the only person authorized to operate the VPSO public safety vehicle. The vehicle will be kept by the VPSO at the VPSO's place of residence to enable prompt emergency responses.

16. The City shall be responsible, at all times, for maintaining, repairing, and keeping in good working order the VPSO vehicle and for providing fuel, oil and other products for the vehicle as needed.

NO WAIVER OF SOVEREIGN IMMUNITY.

17. Nothing in this agreement or the VPSO Grant Agreement is intended, or shall be construed, whether expressly or by implication, as a waiver of TLINGIT & HAIDA's sovereign immunity.

TERMINATION OF AGREEMENT.

18. TLINGIT & HAIDA or the City may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the other. If this Agreement is terminated, each party shall only be required to pay for their own expenses that were incurred prior to the effective date of termination.

ENTIRE AGREEMENT AND AMENDMENTS.

19. This agreement is the entire agreement between TLINGIT & HAIDA and the City. Oral changes are not valid. This agreement can only be changed by a written amendment signed by both parties.

DISPUTE RESOLUTION

20. The parties involved agree to meet, discuss, and seek amicable resolution of any dispute over the content, interpretation, or performance of this Agreement.

21. Any complaints/concerns that are brought forward warrant a written response, not including confidential information.

22. In the event a dispute cannot be resolved through discussions between the parties, the dispute will be placed before a resolution board composed of three individuals who are members of TLINGIT & HAIDA's Member Tribes. One individual shall be chosen by TLINGIT & HAIDA, one shall be chosen by the City and one shall be selected by the other two. The parties agree to follow the decision of the resolution board.

CITY OF _____

By: _____ Date: _____, 2023
It's Authorized Officer

CENTRAL COUNCIL TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA

By: _____ Date: _____, 2023
Its Authorized Officer