

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is entered into by and between, the Central Council of 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 Saxman, Alaska (“City”), Route 2, Box 1, Ketchikan, Alaska 99901.

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 18.65.670 (“the VPSO Grant Agreement”); and
2. City is an Alaska municipality that has requested Tlingit & Haida 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 shall, subject to its ability to hire, employ VPSOs to provide VPSO services in the City in accordance with the terms and conditions of the VPSO Grant Agreement; and **to this Agreement**
4. The City shall encourage and fully support the VPSO’s¹ activities and shall encourage and fully support the VPSO’s enforcement of the laws of the State of Alaska and the City’s ordinances; and
5. The VPSO shall serve as the first level public safety responder in the City and shall provide services appropriate to that role, including law enforcement, fire protection and prevention, water safety, search and rescue, community policing, public safety education, disaster coordination, and probation and parole monitoring, as directed by Tlingit & Haida in accordance with the Grant Agreement; and **this Agreement**
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 **solely** subject to the Personnel Policies and Administrative Rules and Procedures of Tlingit & Haida; and

¹ When this agreement refers to a singular VPSO, such language shall be read to include more than one VPSO, in the event that Tlingit & Haida stations more one VPSO in Saxman.

8. The VPSO's are not employed or directed by the City
9. The VPSO will notify the City administrator or City's Public Safety committee chairman when planning to leave the community; and
10. The scope of the VPSO's duties shall be solely determined and defined in writing by Tlingit & Haida, after consultation with the City, and Tlingit & Haida shall provide a copy of the VPSO's written duties to the Department of Public Safety as required by the VPSO Grant Agreement; and
11. The Tlingit & Haida VPSO Coordinator shall determine the VPSO work schedule in consultation with the City and taking into consideration the City's needs and conditions; and
12. The VPSO work day shall not exceed seven and one half (7.5) hours, nor shall the VPSO work week exceed 37.5 hours, with two (2) consecutive days off, and Tlingit & Haida shall only compensate the VPSO for overtime worked in response to situations involving threats to life or property or under other emergency circumstances, or as otherwise consistent with the Tlingit & Haida Personnel Policies; and
13. The Tlingit & Haida VPSO Coordinator may place the VPSO into a Temporary Duty Assignment at other locations within the Tlingit & Haida Region, as needed; though, the City can request that the VPSO not be placed into Temporary Duty Assignment, but the decision of the Tlingit & Haida VPSO Coordinator will be final;
14. The parties acknowledge that, except as specifically provided for in this agreement, the City has no responsibility for the VPSO or offices or equipment used by the VPSO, and Tlingit & Haida or the State of Alaska are responsible for the training, management and conduct of the VPSO.

FIREARMS POLICY.

15. In accordance with the VPSO Grant Agreement, the VPSO shall not, except in the case of an emergency, carry a firearm;

OFFICE SPACE.

16. The City shall provide the VPSO with safe, sanitary, and secure office space; the City shall also provide the office equipment and supplies suitable and necessary to enable the VPSO to perform his or her duties; further, the City shall provide all utility services for the VPSO office space;

RESIDENTIAL LIVING QUARTERS.

17. The VPSO shall reside within the city limits of Saxman; as a requirement of living within the City, the City agrees to provide the VPSO with Teacher, Health Professional and Public Safety Housing Program (THHP) housing, as available, at 50% of fair market value within the City, that includes water, sewer and garbage services; residential electricity, propane, and other utility expenses will be the responsibility of the VPSO individually; if THHP housing is not available the City will reimburse 50% of the rent for any property he resides at within the City limits. The housing stipend, provided by the City, will be re-negotiated between the City and Tlingit & Haida as needed;

VPSO VEHICLE.

18. Tlingit and Haida shall provide the VPSO with a suitable public safety vehicle; and the City will provide fuel for that vehicle at the City's expense; and
19. The VPSO shall be the only person authorized to operate the public safety vehicle; the vehicle will be kept by the VPSO at the VPSO's place of residence to enable prompt emergency response; and
20. The City shall be responsible for maintaining, repairing, insuring and keeping in good working order the VPSO vehicle and other products for the vehicle as needed;

NO WAIVER OF SOVEREIGN IMMUNITY.

21. Nothing in this Agreement or the VPSO Grant Agreement is intended to be, or shall be construed as, whether express or by implication, a waiver of Tlingit & Haida's sovereign immunity; or the City's discretionary function immunity

TERMINATION OF AGREEMENT.

22. 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 its own expenses that were incurred prior to the effective date of termination;

ENTIRE AGREEMENT AND AMENDMENTS.

23. 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

24. Tlingit & Haida and the City shall meet, discuss, and seek amicable resolution of any dispute over the content, interpretation or performance of this Agreement; ~~and~~ If the parties are unable to resolve the dispute, each party may designate one representative to a panel to address the dispute Those panel members shall select a third member. The panel's decision will be binding on both parties; and
25. Tlingit & Haida shall respond in writing to any complaints received by the Public Safety Department, except that the written responses shall not include confidential information.

CITY OF SAXMAN

_____ Date: _____, 2022
By:
It's Authorized Officer

CENTRAL COUNCIL OF TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA

By:
Its Authorized Officer

Date: _____, 2022