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 Saxman, 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 the City of Saxman.

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 ("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 this Agreement; and

4. The City shall encourage and fully support the VPSO's[1] activities and shall encourage and fully support the VPSO's enforcement of the laws of the State of Alaska and the City's vetted 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; and

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;

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[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.

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

8. The VPSOs are not employed or directed by the City; and

9. The VPSO will notify the City administrator or designated contact when planning to leave the community; and

10. The Tlingit & Haida VPSO Coordinator ("VPSO Coordinator") shall determine the VPSO work schedule in consultation with the City and taking into consideration the City's needs and conditions; and

11. 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

12. The 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 VPSO Coordinator will be final;

FIREARMS POLICY.

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

OFFICE SPACE.

14. 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;

VPSO VEHICLE.

15. The City shall provide the VPSO with a suitable public safety vehicle and fuel for that vehicle at the City's expense; and

16. 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

17. 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 IMMUNITY.

18. 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;

19. 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 the City's discretionary immunity function;

TERMINATION OF AGREEMENT.

20. 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.

21. 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

22. 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 may seek the assistance of a mediator or panel of mediators to help resolve the dispute; if the parties are unable to resolve the dispute, either party may elect to terminate this Agreement on 30 days' notice; and

23. 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: _____, 2026
By:
Frank Seludo, City of Saxman Mayor

CENTRAL COUNCIL OF TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA

_____   Date: _____, 2026
By:
Richard J. Peterson, Central Council Tlingit & Haida Indian Tribes of Alaska President