

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 (“CCTHITA”), and the City of Thorne Bay, Alaska (“City”).

RECITALS

Whereas,

1. CCTHITA 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 CCTHITA 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. CCTHITA will employ a Village Public Safety Officer (VPSO) to provide VPSO services in the City in accordance with the terms and conditions of the VPSO Grant Agreement.
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.
5. The VPSO’s 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 coordination, and probation and parole monitoring, as directed by CCTHITA in accordance with the Grant Agreement.
6. The VPSO’s 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 VPSO is an employee of CCTHITA and is subject to the Personnel Policies and Administrative Rules and Procedures of CCTHITA.
8. The VPSO will notify the city administrator or city’s Public Safety committee President when planning to leave the community.

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

10. The VPSO's work day shall not exceed seven and one half (7.5) hours, nor shall the VPSO's work week exceed 37.5 hours, with two (2) consecutive days off. CCTHITA will only compensate VPSOs for any overtime worked in response to situations involving threats to life or property or under other emergency circumstances.

11. The VPSO's may be placed by the VPSO Coordinator into Temporary Duty Assignments at other locations within the CCTHITA 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's 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, equipment, and supplies suitable and necessary to enable the VPSO to perform his or her duties, and to provide all necessary utility services for the VPSO's office, including but not limited to heat, electricity, telephone, dedicated fax line and janitorial services. The city also agrees to provide a cell phone to the VPSO to be able to respond to calls after hours or while on patrol. The cell phone is essential.

RESIDENTIAL LIVING QUARTERS.

14. The City agrees to provide a stipend towards the VPSOs living expenses.

15. The stipend will be negotiated between the city, the VPSO and the VPSO Coordinator.

VPSO VEHICLE.

16. The City agrees to provide a suitable public safety vehicle for the VPSO at its expense.

17. 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 responses.

18. The City responsible, at all times, for maintaining, repairing, insuring and keeping in good working order and providing fuel, oil and other products for the vehicle.

NO WAIVER OF SOVEREIGN IMMUNITY.

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

TERMINATION OF AGREEMENT.

20. CCTHITA 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.

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

DISPUTE RESOLUTION

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

24. 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 CCTHITA's Member Tribes. One individual shall be chosen by CCTHITA, 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 THORNE BAY

James M. Gould
By:
It's Authorized Officer

Date: 3/2/16

CENTRAL COUNCIL TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA

_____ Date: _____
By:
Its Authorized Officer