

**CROSS COMMISSION AGREEMENT
BETWEEN THE
ALEUT COMMUNITY OF ST. PAUL ISLAND
AND
THE CITY OF SAINT PAUL, DEPARTMENT OF PUBLIC SAFETY**

This Cross Commission Agreement (“Agreement”) establishes a voluntary, cooperative agreement between the Aleut Community of St. Paul Island (“ACSPI”), a federally recognized Indian tribe, and the City of Saint Paul - Department of Public Safety (“Public Safety”), a law enforcement department of a municipality and political subdivision of the State of Alaska.

Together, ACSPI and Public Safety enter into this voluntary Agreement to provide for the orderly and effective enforcement of the civil and juvenile laws and ordinances of the Aleut Community of St. Paul Island (“tribal law”) by a Public Safety officer, in further effort to promote the safety, health, and welfare of persons residing on St. Paul Island. Accordingly, ACSPI and Public Safety enter into this Agreement and agree as follows:

I. PURPOSE

The purposes of this MOA are to:

- a. Provide the ability for tribal law and the Tribal Court system to supplement city and state law and the state court system by allowing a Public Safety officer to issue citations under tribal law for incidents not amounting to State criminal offenses involving tribal members.
- b. Identify areas of safety and welfare concern, repetitive civil and criminal offenses, and law enforcement difficulties within the community of St. Paul Island and work together to allow for the ACSPI Tribal Justice system to address these areas concurrently with Public Safety.
- c. Preserve the parties' existing criminal and civil jurisdictions so that neither ACSPI nor Public Safety is altering any claim of jurisdictional authority by entering into this Agreement.

The scope of this Agreement is limited to the purposes stated above and outlined below. The Agreement shall not affect or alter in any way the allocation of existing criminal and civil jurisdiction between ACSPI and Public Safety.

III. SCOPE OF POWERS

Pursuant to this Agreement, a cross-commissioned police officer shall have all powers necessary to lawfully enforce the civil and juvenile laws and ordinances of the Aleut Community of St. Paul Island, including the power to issue citations for violations of tribal law, as described in the Tribal Government Code.

IV. PROCEDURES FOR CROSS-COMMISSIONING

- a. Public Safety shall submit the names of all police officers who are qualified for cross-commission.
- b. Upon approval by both Public Safety and ACSPI of an officer or officers qualified for cross-commission, the Chief of Police or highest ranking officer and the Director of the Office of Justice and Governance Administration for the ACSPI shall conduct a joint training for the officer(s) regarding how to fulfill the purposes of this Agreement.
- c. Upon completion of training, ACSPI shall commission the officer(s). A cross-commissioned officer shall remain commissioned under this Agreement unless or until his/her cross-commission is suspended or revoked or he/she resigns from employment with Public Safety.
- d. ACSPI or Public Safety may, at any time, suspend or revoke a cross-commission issued pursuant to the Agreement for reasons solely within each party's discretion. The suspending/revoking party shall immediately notify the other party of the suspension or revocation.

V. CITATION PROCEDURES

- a. Following a cross-commissioned officer's investigation or response to a call for service or for an alleged violation of city or state criminal law involving tribal members, if the officer determines the incident does not warrant a citation/arrest under city/state law but does merit a tribal law citation, the officer may issue a citation under the appropriate tribal law.
- b. The determination of what type of citation to issue, if any, is within the discretion of the cross-commissioned officer, applying the training received during the cross-commissioning process. If the officer is unsure of the proper citation to issue, the officer shall defer to the determination of the Chief of Police or highest ranking officer.
- c. If a citation is issued under tribal law, the officer shall provide the Tribal Court Clerk with a copy of the citation by the next business day via email at court@aleut.com.
- d. Court Appearances. In the event that a court action is commenced in Tribal Court for a citation issued, the cross-commissioned officer shall make all reasonable efforts to be available for any trial or hearing in Tribal Court upon written notice by the Presenting Officer of the ACSPI. The Tribal Court may not subpoena the officer and all reasonable attempts will be made by the Tribal Court and ACSPI to accommodate an officer's schedule when scheduling a trial or hearing. Participation in a Tribal Court hearing or trial by a police officer is not consent to

Tribal Court jurisdiction by such an officer and is done so solely to fulfill the purposes of this Agreement.

VI. SUPERVISION OF OFFICERS

Police officers cross-commissioned under this Agreement remain under the ultimate supervision, control, and employment of Public Safety and are not employees of ACSPI. Officers exercising authority under this Agreement may take direction from the Director of the Office of Justice and Governance Administration for the ACSPI if questions arise regarding the interpretation or application of tribal law.

VII. IMMUNITIES, HOLD HARMLESS, INDEMNIFICATION

Immunities. All parties to this Agreement shall retain all immunities from liability and exemptions from laws, ordinances, and regulations that the parties may have. Nothing in this Agreement shall be construed to cede the jurisdiction of any of the parties or consent to the jurisdiction of any other party, to modify the relevant legal requirements for arrest or search and seizure, or to otherwise modify the legal rights of any person to accomplish the purposes of this Agreement.

Hold Harmless. Each party shall waive any and all claims against any other party that may arise out of their respective activities under this Agreement (unless such claims are proximately caused by the gross negligence or willful misconduct of the other party or its officers). Each party shall be responsible for all liability of whatever nature arising from the acts or omissions of its own employees. To the extent provided for by law, under no circumstances shall any party be liable for the acts of an employee of any other party conducted or performed pursuant to this Agreement. ACSPI shall hold harmless Public Safety and its employees for all claims arising out of citations under tribal law and judicial process through Tribal Court.

Indemnification. ACSPI shall indemnify Public Safety and its employees from all claims, judgments, or liabilities by third parties for any property damage, personal injury, or civil liability which may arise out of the activities of its employees pursuant to this Agreement, except those claims, judgments, or liabilities which result from the active fault of any other party.

VIII. TERMS OF AGREEMENT

The term of this Agreement is for a period of three (3) years from the effective date and may be extended upon written mutual agreement. This Agreement shall be formally reviewed within six (6) months of the effective date to ensure the fulfillment of its purposes and to make any necessary revisions. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

IX. AUTHORIZATION

The signing of this Agreement is voluntary. Both parties, in the spirit of cooperation and mutual interest, voluntarily agree upon the provisions of this Agreement.

**CITY OF SAINT PAUL
DEPARTMENT OF PUBLIC SAFETY**

By: _____ Date: _____
Zachery P. Lamblez, Director of Public Safety/Chief of Police

CITY OF SAINT PAUL

By: _____ Date: _____
Phillip A. Zavadil, City Manager

ALEUT COMMUNITY OF ST. PAUL ISLAND

By: _____ Date: _____
Amos Philemonoff, President