

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALEUT COMMUNITY OF ST. PAUL ISLAND
AND THE
CITY OF SAINT PAUL**

This Memorandum of Understanding ("MOU") establishes a voluntary, cooperative understanding between the Aleut Community of St. Paul Island, a federally recognized Indian tribe, operating through the Tribal Government, ("ACSPI"), and the City of Saint Paul (the "City"), a municipality and political subdivision of the State of Alaska.

Together, ACSPI and the City enter into this voluntary MOU to mutually promote the safety, health, and welfare of persons residing on St. Paul Island through the close cooperation and continuous communication between the ACSPI and the City of Saint Paul's Department of Public Safety ("Public Safety"). Accordingly, ACSPI and City enter into this MOU and agree as follows:

I. PURPOSE AND SCOPE

A. The purposes of this MOU are to:

1. Establish a process by which ACSPI and the City will work together to enhance public safety and welfare, emergency management, and service efforts through communication and cooperation.
2. Develop training and procedures in accordance with state and federal law through which ACSPI and the City may share information and data needed for compliance with grants or for the implementation of programs and services.
3. 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 establish procedures to allow for ACSPI to address these areas concurrently with Public Safety.
4. Recognize the ability of and provide opportunities for local services offered through ACSPI to enhance public safety and welfare efforts within the community.
5. Educate Public Safety and Tribal Departments regarding programs, services, and resources available through each party, and develop specific procedures and protocols for utilizing these programs, services, and resources.
6. Develop and incorporate addendums to this MOU to address specific cooperative needs in the following areas and any other future needs as they arise:
 - a. Strategic Planning
 - b. Data Sharing and Analysis
 - c. Multidisciplinary Team
 - d. Domestic Violence/Sexual Assault Response Team
 - e. Tribal Court Orders
 - f. Equipment
 - g. Funding
 - h. Training

1. Background Checks (Tribal Access Program)
 - j. Mutual Aid
 - k. Emergency Management
 - l. Emergency Services
 - m. Civil Diversion
7. Preserve the parties' existing criminal and civil jurisdictions so that neither ACSPI nor the City are altering any claim of jurisdictional authority by entering into this MOU.
- B. The scope of this MOU is limited to the purposes stated above and outlined below. The MOU shall not affect or alter in any way the allocation of existing criminal and civil jurisdiction between ACSPI and the City.

II. RESPONSIBILITIES

- A. **Appointees Under this MOU:** Each party will appoint a person to serve as the official point of contact for the other party and coordinate the activities of their respective departments in carrying out this MOU. The initial appointees of each party are:

Marissa Mercurieff
Aleut Community of St. Paul Island
Tribal Government
2050 Venia Minor Road
PO Box 86
St. Paul Island, AK 99660
(907) 717-3429
mjmercurieff@aleut.com

Phillip Zavadil
City of Saint Paul
PO Box 901
St. Paul Island, AK 99660
(907) 546 - 3130
pazavadil@stpaulak.com

- B. **Identification of Officers:** ACSPI and City shall provide each other with current lists of all of their respective licensed and/or sworn officers and shall at all times keep the other party advised of the names of officers exercising authority pursuant to this MOU.
- C. **Retention of State/City Criminal Jurisdiction and Responsibility:** This MOU shall not be construed to limit or release the City, or the State, from the exclusive criminal jurisdiction possessed by the State and City under applicable law. The Chief of Police or officer in charge of Public Safety shall have the exclusive authority to control any designated crime scene and ACSPI officers shall cooperate with Public Safety in such matters at the direction of the Chief of Police or officer in charge. The Chief of Police retains sole and complete discretion to authorize Tribal Department participation in any criminal investigation. This provision applies only to incidents involving tribal members. This MOU shall not in any way affect or alter the existing criminal jurisdictional authority of the parties.
- D. **Administrative Information:** ACSPI and City shall make all reasonable efforts to provide, when requested, information necessary to assist the other party in understanding their respective administrative operations and logistics. Such information may include, but is not limited to:
1. Information relating to their respective laws;
 2. Information relating to staffing;

3. Information on internal processes and procedures for services; and
 4. Information relating to equipment inventory capabilities.
- E. **Cultural Orientation:** All current and future Public Safety officers shall attend a cultural orientation session with ACSPI.
- F. **Interactive and Transparent Communication:** ACSPI and the City shall maintain open communication regarding the operations of this MOU and shall meet as necessary to assess the implementation of this MOU and address problems as they may arise. Director-to-Director communication shall be a high priority. Additionally, employees of the Departments of Healing and Wellness and Community Safety and Peace and Public Safety officers shall meet as needed to share and discuss Departments of Healing and Wellness and Community Safety and Peace procedures and available services within the community. Nothing in this paragraph is intended to suggest any changes will be made in procedures for maintaining the confidentiality of existing and subsequent criminal investigations or require any communication about specific investigations, charges, trials, sentencings, or appeals.
- G. **No Responsibility for Use of Information:** Neither party shall be responsible for the other party's use of any information or data provided by this MOU. Each party retains its obligations under law and sound police practices with respect to the confidentiality of existing or subsequent criminal investigations.

III. TERM

The term of this MOU is for a period of three (3) years from the effective date and may be extended upon written mutual agreement signed by both parties. This MOU shall be formally reviewed annually to ensure the fulfillment of its purposes and to make any necessary revisions. Either party may terminate this MOU at any time upon written notice to the other party.

IV. NOT A CONTRACT

The provisions of this MOU set forth mutual intentions and policies of the parties made in the spirit of cooperation and mutual concern for the safety and welfare of the residents of St. Paul Island. This MOU does not create any legally enforceable obligations of either party to the other. By signing this MOU, however, ACSPI and City will strive to reach, to the best of their ability, the purposes stated in this MOU.

CITY: City of Saint Paul

By: _____
City Manager

Date

By: _____
Director of Public Safety/Chief of Police

Date

TRIBE: Aleut Community of St. Paul Island

By: _____
President

Date

By: _____
Director

Date