

MEMORANDUM OF AGREEMENT

Between

Aleutian Pribilof Islands Association, INC. (APIA); here forth referred to as
Association

And

The City of Saint Paul, Alaska; here forth referred to as City

1. Purpose and Scope:

The agreement between the parties of the Association and City mutually consents to placing a Village Public Safety Officer in the community of Saint Paul for the purpose of conducting public safety duties; and to comply with the State of Alaska 13 AAC 96.050 Corporation agreements with villages.

2. The Association hereby agrees to:

- A. Comply with the 13 AAC 96.050 chapter and with applicable state and federal law, as well as all contractual obligations to the Department of Public Safety per 13 AAC 96.030; and
- B. Set out a job description for the Village Public Safety Officer (VPSO) that includes duties to be performed by the VPSO as set forth on **Exhibit A**, which is incorporated and made part of this Agreement.
- C. Association shall provide a VPSO to the community, subject to adequate State of Alaska VPSO program funding.
- D. Association will provide the Council with quarterly VPSO activity reports in person by the VPSO or in writing.

3. The City hereby agrees to:
 - A. Accept the placement of a Village Public Safety Officer in the community provided by the Association; and
 - B. Comply with the 13 AAC 96.050 chapters and with applicable state and federal law; and

4. Amendments:
 - A. Amendment to agreement may be proposed by either party in writing.
 - B. Amendment(s) will become effective on signing and dating of the Amendment(s) by both parties.

5. Duration/Termination of Agreement:
 - A. The agreement shall be perpetual until amended or voided by consent of both parties.
 - B. Either party may terminate agreement without condition upon delivery of Termination Notice in writing to the affected party with a ten business day notice period.

6. Dispute/Resolution:
 - A. Dispute resolution may include but not limited to consenting to mutually agreed resolution; or
 - B. Consenting to the final decision of the Alaska Department of Public Safety VPSO Program Director; or
 - C. Filing of legal recourse. Venue shall be in the municipality of Anchorage, Alaska.

7. Additional Provisions.
 - A. Employment. The Village Public Safety Officer is an employee of the Association and shall not be classified as an employee of the City nor be eligible for any compensation or benefits from the City, or right to claim any workers compensation claims against the City. Nothing contained in this Agreement shall be deemed to create a joint venture, partnership or other fiduciary relationship between the Association and City.

- B. Mutual Indemnification. The Association agrees to indemnify, defend, and hold the City, its officers, employees, and agents (“City Parties”) harmless from and against any act or omission of the Village Public Safety Officer, or the Association’s administration of the village public safety officer program or in the monitoring, assisting, or training of a Village Public Safety Officer, or breach of this Agreement by the Association, except to the extent of the negligence of the City Parties. The City agrees to indemnify, defend, and hold the Association, its officers, employees, and agents (“Association Parties”) harmless from and against any breach of this Agreement by the City, except to the extent of the negligence of the Association Parties.
- C. Insurance. The Association shall carry insurance meeting at least the minimum requirements of law, and as set forth in its agreement with the Department of Public Safety. The Association and the City shall each list the other as an additional insured on any general liability insurance and law enforcement liability insurance policies
- D. Waiver. Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties who are entitled to the benefit. The failure of any party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part or the right of any party to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
- E. Execution of Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, which together shall be binding. This Agreement may be signed and transmitted by electronic means and still be treated as an original.
- F. Ambiguities; Severability. Each party represents that it has had an adequate opportunity to consult with its own legal, tax and other advisors prior to executing this Agreement, and that any decision not to consult with any professional was a knowing and voluntary waiver of their right to do so. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection of this Agreement. The parties acknowledge that the parties and their counsel have reviewed

and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or amendments. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party.

This agreement is hereby enacted by signature

Aleutian Pribilof Islands Association, Inc.

Date

City of Saint Paul

Date

Exhibit A – Job Description

(3 page document to follow)

DRAFT