

ORIGINAL

INTERLOCAL COOPERATION AGREEMENT
FOR MUTUAL AID

THIS AGREEMENT is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW), the Washington Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW) and under the Constitution of the Puyallup Tribe of Indians and 25 USC § 81, between Pierce County ("County"), the City of Tacoma, the Port of Tacoma, and the Puyallup Tribe of Indians ("Tribe") in order to provide mutual aid as provided herein.

WHEREAS, law enforcement agencies have the responsibility for protecting lives and property and keeping the peace; and,

WHEREAS, effective law enforcement depends upon the ability of responding officers to take emergency action to protect lives and property and to preserve the peace, without regard to jurisdictional limitations; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the purpose of effectuating efficient law enforcement within the boundaries of the 1873 survey of the Puyallup reservation; and

WHEREAS, it is not intended that the traditional law enforcement responsibilities of the signatory agencies be altered, but rather that they be empowered to act in emergency situations; and

WHEREAS, it is intended that Tribal Police will normally respond first on trust land, using authority herein granted, and the officers of the applicable non-Tribal agency will normally respond first on non-trust land, using authority herein granted, but this understanding shall not impair the authority of any officer who has acted pursuant to a special commission.

NOW, THEREFORE, the parties agree as follows:

1. Special Commissions. Officers certified by the Washington Criminal Justice Training Commission who are employed by the Tribe and hold unlimited Tribal commissions, are hereby specially commissioned by each other party to this agreement to exercise law enforcement authority within the jurisdiction of the party granting this special commission, within the 1873 survey boundaries of the Puyallup reservation. Officers certified by the Washington Criminal Justice Training Commission who are employed by any other party to this agreement and hold unlimited commissions from their employer are hereby specially commissioned by the Tribe to exercise law enforcement authority within the jurisdiction of the Tribe, within the 1873 survey boundaries of

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the Puyallup reservation. Any supplying agency may suspend or revoke the authority of any of its officers to exercise the special commission herein granted by other agencies. Any such suspension or revocation of authority for any of its officers to exercise the authority herein granted shall be immediately communicated to all parties and shall be confirmed in writing on the next business day. The parties agree to cooperate in training officers and employees to effectively implement this agreement.

2. Duration, Renewal, and Withdrawal. Any party may through its authorized officials withdraw from this agreement upon notice to each party hereto, which notice shall be confirmed in writing on the first business day following withdrawal. Withdrawal or non-execution of this agreement by any one party shall not affect the continued efficacy of the agreement between other parties. Withdrawal from this agreement by any party shall not affect or diminish authority exercised prior to delivery of required notice of withdrawal. Withdrawal shall not relieve any party of its agreement to insure without interruption and indemnify each other party as required herein for liability or expense arising out of actions prior to the time withdrawal or revocation becomes effective. This agreement shall be effective for a period of five (5) years, and shall be deemed renewed successively as to each party for five (5) years at the end of each term or renewal, unless the party to be bound has earlier withdrawn as set forth herein.

3. Applicable Procedures. When acting under a special commission, officers will follow their own agency's procedures and will remain the employees of the supplying agency. Such officers shall notify and request assistance from the agency whose authority is being exercised as soon as practicable under the circumstances, and shall transport and turn over any arrestee to the agency whose authority is being exercised. Officers holding commissions or special commissions from more than one State or local jurisdiction will be deemed to be acting under the commission or special commission of the party which would have primary jurisdiction under the laws of Washington for such matters.

4. Post-arrest procedures. Custody, further investigation, court appearances and prosecution and correction will be by the party having jurisdiction. Employing agencies and their employees will promptly complete necessary reports and will cooperate and assist upon request, where feasible, in cases in which their employees have participated.

5. Immunities. All immunities from liability and exemptions under State, Federal or Tribal laws, ordinances and regulations which law enforcement officers have, in their own jurisdiction

and in the jurisdiction for whom they are acting as deputies, shall be effective in the jurisdiction in which they are giving assistance, unless otherwise prohibited by law.

6. Indemnity and Insurance. The supplying agency will indemnify, defend and hold harmless the agency whose authority is being used from liability or expense arising out of or related to the actions of its officers, except that the Tribe will indemnify, defend and hold harmless specially commissioned officers and their supplying agency from liability or expense which arises from erroneous information which it communicates concerning the tribal status of persons involved in a case or concerning information which it communicates concerning the trust or reservation status of the property where the crime was committed, provided that the aggregate amount of indemnity arising out of each incident shall not exceed \$2,000,000. The Tribe will continuously insure, and each agency of the State or of its political subdivisions will continuously insure or self-insure against the wrongful exercise of jurisdiction, including the liability herein assumed. Policies of insurance required hereunder will name as an additional insured, each signatory whose officers are granted by this agreement a special commission from the primary insured, and the officers and employees of each such signatory. Each such policy of insurance will require a ten (10) day notice to each of the signatory parties hereto, who are required to be insured, prior to the effective date of any cancellation or reduction of coverage. Policies of insurance obtained by the Tribe for the benefit of other parties hereto shall expressly prohibit the insurer from asserting a defense of sovereign immunity to claims made under the policy by a party, or officers or employees of a party. Each party will provide evidence of such insurance or self-insurance to the satisfaction of each other party.

7. Fresh pursuit and Warrants. Fresh pursuit and service of warrants concerning fugitives from prosecution for crimes committed within the jurisdiction of the Tribe is as authorized by Chapter 10.93 RCW. The same authority to engage in fresh pursuit and service of warrants concerning fugitives from prosecution in the jurisdiction where a crime was committed is authorized to officers specially commissioned by the Tribe. The parties agree to cooperate in the execution of warrants properly issued at the request of another party. Specially commissioned officers of the requesting party, along with officers of the jurisdiction whose law is applicable, may participate in serving the warrant, upon request, where feasible.

8. Governing Law, Venue, and Limited Consent to Suit. This agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought in the Superior Court of Washington for

Pierce County. The Tribe expressly grants a limited consent to suit only upon claims arising from its failure to continuously insure as required herein.

9. Amendments. No changes or modifications to this agreement shall be valid or binding upon the parties unless such changes or modifications are in writing and executed by the parties.

10. Severability. It is understood and agreed to by the parties hereto that if any part of this agreement is illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the agreement did not contain the particular illegal part. If it should appear that any provision herein is in conflict with any applicable statute, said provision shall be deemed inoperative, null and void, insofar as it may be in conflict therewith.

11. Integration. This agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this agreement.

12. Notice. Any notice required or permitted to be given under this agreement to a party shall be deemed sufficient if given in writing and sent by certified mail to the address stated below for each party, or to any other address to which the party may inform all other parties in writing with specific reference to this agreement:

PUYALLUP TRIBAL OFFICE
2002 E. 28th
Tacoma, WA 98404

PIERCE COUNTY SHERIFF
Room 162 County-City Building
930 Tacoma Ave. So.
Tacoma, WA 98402

TACOMA POLICE DEPARTMENT
Room 340 County-City Building
930 Tacoma Ave. So.
Tacoma, WA 98402

PORT OF TACOMA SECURITY
One Sitcum Plaza
Tacoma, WA 98504

DATED this 30th day of August, ^{1990.} ~~1989.~~

ATTEST:

Gladye C Rarden
Gladye C Rarden
Tribal Council Secretary

APPROVED AS TO FORM:

Carlos delos Santos
Carlos delos Santos
Tribal Attorney

PUYALLUP TRIBE OF INDIANS

By Roleen Hargrove
Roleen Hargrove
Tribal Council Chairperson

Rory LaDucer
Rory LaDucer
Chief of Police

~~APPROVED:
SECRETARY OF INTERIOR
BUREAU OF INDIAN AFFAIRS~~

Not a signatory

~~By STANLEY SPEAKS
Area Director~~

APPROVED AS TO FORM:

Robert P. Dick
ROBERT P. DICK
Deputy Prosecuting Attorney

PIERCE COUNTY
By Joe Stortini
Joe Stortini
Pierce County Executive

Charles Robbins
CHARLES ROBBINS
Pierce County Sheriff

ATTEST:

Clerk

~~PORT OF TACOMA~~

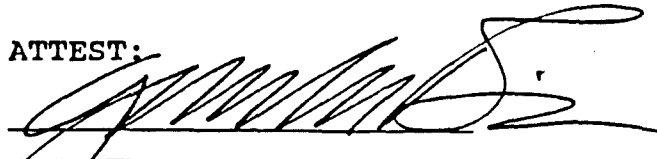
*NOT A SIGNATORY
KBB*

~~By _____
Executive Director~~

~~RECOMMENDED:~~

~~DONALD HARE
Chief of Security~~

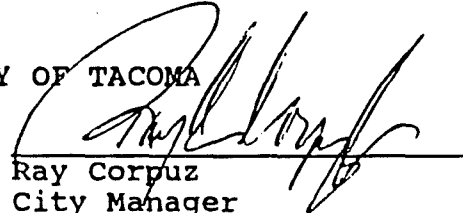
ATTEST:



Clerk

CITY OF TACOMA

By:



Ray Corpuz
City Manager

RECOMMENDED BY:

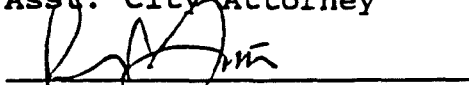


RAY FJETLAND
Chief of Police

APPROVED AS TO FORM:



K.B. GERHARDT
Asst. City Attorney



DAVID DOW
Finance Director

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