

THE TULALIP TRIBES  
Resolution No. 2001- 366

ORIGINAL

Tulalip Tribes & Snohomish County Cooperative Law Enforcement Agreement

WHEREAS the Board of Directors is the governing body of the Tulalip Tribes under the Constitution and Bylaws of the Tribe approved by the United States Commissioner of Indian Affairs and the Secretary of the Interior on January 24, 1936, pursuant to the Act of June 18, 1934 (48 Stat. 984, 25 U.S.C. §476); and

WHEREAS, on November 21, 2001, the United States will accept retrocession of jurisdiction on Indian lands on the Tulalip Indian Reservation; and

WHEREAS, the Tulalip Tribes and the County of Snohomish have negotiated the Cooperative Law Enforcement Agreement and the attached Operational Protocols for Law Enforcement on the Tulalip Indian Reservation under the Constitution and Bylaws of the Tulalip Tribes, the Washington interlocal Cooperation Act (RCW 39.34) and the Washington Mutual Aid of Peace Officers Powers Act (RCW 10.93) to resolve operational law enforcement questions regarding the retrocession of federal jurisdiction on the Tulalip Reservation; and

WHEREAS, the Board has reviewed the Cooperative Agreement and approves the Agreement because it will benefit the members of the Tulalip Tribes and the residents of the Reservation and provide expanded, and more effective tribal and county law enforcement on the Tulalip Reservation;

NOW THEREFORE BE IT RESOLVED that the Cooperative Agreement attached and enacted by the Tulalip Board of Directors; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Directors may sign the Cooperative Agreement on behalf of the Tribes signifying the full agreement of the Tribes to the provisions of the Agreement.

ADOPTED by the Board of Directors of the Tulalip Tribes of Washington at a regular meeting assembled on the 5th of November, 2001, with a quorum present, by a vote of 5 for and 0 against.

THE TULALIP TRIBES OF WASHINGTON

Herman A. Williams, Jr.  
Herman Williams, Jr., Chairman

ATTEST:

Marie Zackuse  
Marie Zackuse, Secretary

BRANCH OF TRIBAL OPERATIONS  
PUGET SOUND AGENCY

NOV 7 2001

OFFICIAL TRIBAL ACTION  
RECEIVED

**ORIGINAL**

Snohomish County Council  
3000 Rockefeller Ave., M/S 609  
Everett, WA 98201

**COOPERATIVE LAW ENFORCEMENT AGREEMENT  
BETWEEN  
THE TULALIP TRIBES OF WASHINGTON  
AND  
SNOHOMISH COUNTY**

This AGREEMENT is entered into between Snohomish County (hereinafter "County"), a political subdivision of the State of Washington, James H. Krider, the Snohomish County Prosecuting Attorney (hereinafter the "Prosecuting Attorney"), and the Tulalip Tribes of Washington (hereinafter "the Tribes"), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognized as a "public agency" as defined in RCW 39.34.020.

## RECITALS

WHEREAS, the Tulalip Indian Reservation (hereinafter "the Reservation") is wholly located in Snohomish County, Washington; and

WHEREAS, applicable law provides that the Tribes has certain powers of governance over tribal members, Indians who are not enrolled members of the Tribes when on the Reservation, and certain lands under tribal and/or federal jurisdiction located within the exterior boundaries of the Reservation; and

WHEREAS, previously, the United States ceded its criminal jurisdiction over such persons and lands on the Reservation to the State of Washington (hereinafter "the State"); and

WHEREAS, the State accepted the criminal jurisdiction ceded to it by the United States, and exercised that jurisdiction primarily through the County Sheriff and Prosecuting Attorney acting pursuant to the statutes of the State of Washington and the Charter and Code of Snohomish County; and

WHEREAS, the Tribes adopted a resolution expressing its desire that the State retrocede the criminal jurisdiction acquired by the State on the Reservation; and

WHEREAS, the Governor of the State, pursuant to law and the tribal resolution requesting retrocession, issued a proclamation retroceding to the United States a portion of the criminal jurisdiction previously acquired by the State over the Reservation; and

WHEREAS, the United States issued a Notice of Retrocession to the United States of a portion of criminal jurisdiction on the Reservation effective

November 21, 2001, to the extent that said jurisdiction has not been assumed and retained by the State pursuant to RCW 37.12.010; and

WHEREAS, the Tribes and the County each wish to protect the lives and property of all persons within the Reservation; and

WHEREAS, the Tribes and the County each wish to facilitate a cooperative approach to law enforcement to enhance public safety for all persons and property within the Reservation; and

WHEREAS, the Prosecuting Attorney is an officer of the State for purposes of prosecuting criminal offenses that occur in Snohomish County or as otherwise provided for by law; and

WHEREAS, the Tribes and the County respect the sovereignty and political integrity of each other and the values and culture represented by the Tribes, and each desires to have an agreement reflecting a full government-to-government relationship in regard to criminal jurisdiction on the Reservation.

NOW, THEREFORE, this Agreement is entered into under the Interlocal Cooperation Act (RCW 39.34 et. seq.), the Mutual Aid of Peace Officers' Powers Act (RCW 10.93), and the Constitution and Bylaws of the Tulalip Tribes of Washington, and the parties agree as follows:

1. Definitions. As used in this Agreement:

- a) "Approved Tribal Officer" means a law enforcement officer employed by the Tribes who has submitted to a background check and training as required by the County and who has been granted a commission by the Snohomish County Sheriff.

- b) **"Approved Deputy Sheriff"** means a Deputy Sheriff who has submitted to a background check and training as required by the Tribes and who has been granted a commission by the Tulalip Tribal Council.
- c) **"Chief of Police"** means the Chief of Police of the Tulalip Police Department.
- d) **"Commission Card"** means an identification card issued by the Sheriff to an Approved Tribal Officer or an identification card issued by the Tulalip Tribes to a Deputy Sheriff.
- e) **"Deputy Sheriff"** means a law enforcement officer employed by the County, who has a current commission as a deputy granted by the Sheriff.
- f) **"Designated Offenses"** means all violations of the laws of the United States, State, County or the Tribes, whether civil or criminal, and of any Model Traffic Code adopted by the County or the Tribes.
- g) **"Indian"** means an enrolled member of the Tribes or a Native American as defined by applicable law.
- h) **"Reservation"** means the Tulalip Indian Reservation and all territory within the exterior boundaries thereof, including, without limitation, all roads, rights of way, easements and waterways within such exterior boundaries.

i) "Restricted Fee Lands" means lands held in fee title by the Tribes with a federal restriction on alienation contained in the deed or imposed by law.

j) "Sheriff" means the Sheriff of Snohomish County.

k) "Sheriff's Commission" means a Snohomish County Deputy Sheriff commission granted to an Approved Tribal Officer by the Sheriff in accordance with this Agreement.

l) "Tribal Commission" means a Tulalip Police Officer's commission granted to a Deputy Sheriff in accordance with this Agreement.

2. Jurisdiction. Nothing in this Agreement shall be construed to cede any jurisdiction of any party to this Agreement, to modify the legal requirements for arrest or search and seizure, to otherwise modify the legal rights of any person not a party to this agreement, to accomplish any act violative of state or federal law, or to subject the parties to any liability to which they would not be subject by law.

3. Issuing Commissions. The Sheriff shall have sole discretion to grant or deny Sheriff's commissions to Tulalip Police Officers and will consider only applications submitted in writing to the Sheriff or his designee. Each application must be accompanied by all background information on the applicant known to the Tulalip Police Department, appropriate waivers allowing the standard Sheriff's Office pre-employment investigation, and such other information as may be required. The applicant will be required to undergo a

polygraph examination and meet all of the standards required for a Deputy Sheriff then in effect at the Sheriff's Office. The Sheriff will not issue a Sheriff's commission to an individual officer of the Tulalip Police Department unless that officer has successfully completed the Washington State Basic Law Enforcement Training Academy or its equivalent as determined by the Sheriff. The Sheriff shall grant or deny each application within a reasonable time, and may issue a commission card to each Approved Tribal Officer.

copy -  
copy  
p. 10/10

The Chief of Police shall have sole discretion to grant or deny Tribal commissions to Deputy Sheriffs and will consider only applications submitted in writing to the Chief of Police or his designee. The Chief of Police will not issue a Tribal commission to an individual deputy of the Sheriff's Office unless that deputy has successfully completed the Washington State Basic Law Enforcement Training Academy or its equivalent as determined by the Chief of Police. The Chief of Police shall grant or deny each application within a reasonable time, and shall issue a commission card to each Approved Deputy Sheriff.

4. Suspension and Revocation of Commissions. The Sheriff or his designee may, at any time, suspend or revoke the Sheriff's commission of any Approved Tribal Officer for reasons solely within the discretion of the Sheriff. The Sheriff shall provide written notice of any such suspension or revocation and the reasons for such action to the Chief of Police. As soon as practicable after receiving such notice of suspension or revocation, the Chief of Police shall collect

and return to the County the Sheriff's commission card from the officer whose commission is suspended or revoked.

The Chief of Police or his designee may, at any time, suspend or revoke the Tribal commission of any Approved Deputy Sheriff for reasons solely within the discretion of the Chief of Police. The Chief of Police shall provide written notice of any such suspension or revocation and the reasons for such action to the Sheriff. As soon as practicable after receiving such notice of suspension or revocation, the Sheriff shall collect and return to the Tribes the Tribal commission card from the Deputy Sheriff whose commission is suspended or revoked.

If the Tulalip Police Department employs a former Deputy Sheriff, the Chief of Police may issue a Tribal commission to said person without reference to this Agreement. Similarly, if the Sheriff employs a former Tulalip Police Officer, the Sheriff may issue a Sheriff's commission to said person without reference to this agreement. Any application by such persons to become an Approved Tribal Officer or an Approved Deputy Sheriff, however, shall be governed by the provisions of this Agreement.

If the Tulalip Police Officer commission of an Approved Tribal Officer is suspended or revoked for any reason, said person's Sheriff's commission shall be deemed revoked, and as soon as practicable thereafter, the Chief of Police shall notify the Sheriff and collect and return to the Sheriff the person's Sheriff's commission card. Similarly, if the Deputy Sheriff's commission of an Approved Deputy Sheriff is suspended or revoked for any reason, said person's Tribal commission shall be deemed revoked, and as soon as practicable thereafter, the



Sheriff shall notify the Chief of Police and collect and return to the Chief of Police the person's Tribal commission card.

5. Scope of Powers. Approved Tribal Officers and Deputy Sheriffs shall have their respective commission cards in their possession at all times when acting pursuant to the commission. Tribal commissions and Sheriff's commissions granted under this agreement shall empower Approved Tribal Officers and Approved Deputy Sheriffs, respectively, to exercise on the Reservation all powers of a Tulalip Police Officer or Deputy Sheriff as provided for by applicable law.

6. Exercise of Powers. Approved Tribal Officers commissioned pursuant to this Agreement shall comply with the applicable constitutional and statutory provisions concerning enforcement of state laws when exercising such authority. Approved Tribal Officers and Approved Deputy Sheriffs shall make all referrals for prosecution resulting from the exercise of a Tribal or Sheriff's commission to the appropriate prosecuting authority, who will be responsible to ensure that any criminal action is filed in an appropriate court, either federal, state, or tribal. If any question exists with respect to the appropriate prosecuting authority, referral for prosecution shall first be made by notifying the Prosecuting Attorney, who will then process the referral by referring it to the appropriate federal, state, or tribal prosecuting authority.

6. Report of Exercise of Commission Powers. Any action taken by an Approved Tribal Officer pursuant to a Sheriff's commission shall be reported immediately to the Sheriff's Office, and any action taken by an Approved Deputy

Sheriff pursuant to a Tribal commission shall be reported immediately to the Tulalip Police Department. The notifying agency shall provide a written report to the other agency within forty-eight (48) hours of the enforcement action.

7. Operational Protocols. Approved Tribal Officers shall remain under the control of the Tulalip Police Department, but when acting under the authority of a Sheriff's commission, said Approved Tribal Officer shall abide by the rules and regulations of the Sheriff, all state laws and regulations, the state and federal constitutions, and shall be subject to the direction of the Sheriff's Office. All Deputy Sheriffs shall at all times remain under the control of the Sheriff, and shall abide by the rules and regulations of the Sheriff, all state laws and regulations, the state and federal constitutions, and shall be subject to the direction of the Sheriff's Office.

In order to facilitate a better understanding of the law enforcement duties and expectations of federal, state, and tribal law enforcement personnel, the Sheriff, the Tulalip Police Department, and the Federal Bureau of Investigation have agreed to more detailed operational protocols. A copy of said protocols is attached as Exhibit A to this Agreement, and is incorporated by reference.

8. Juvenile Offenses. With the exception of very serious crimes committed by Indian juveniles, the retrocession of jurisdiction on Reservation trust and restricted fee lands does not affect the arrest, prosecution, or detention of Indian juveniles under State law. Under RCW 37.12.010, the State and County retain jurisdiction over offenses committed by Indian juveniles regardless of where the crime is committed. While the Tribes retains concurrent jurisdiction

over Indian juvenile offenders, the Tribes has determined that juvenile arrest, prosecution, and corrections are now best left to State and County authorities. The Tribes may at some future time wish to provide assistance for Indian juveniles beyond what is provided by State and County authorities. Nothing in this Agreement shall preclude such supplementary assistance. The parties will cooperate in working out procedures for provision of such supplementary services, provided such services do not interfere or hinder those provided by the State and County.

If the Tribes determines that it wishes to exercise its concurrent juvenile jurisdiction, it will formally inform County juvenile authorities, including the Prosecuting Attorney, of the impending assertion of jurisdiction in sufficient time to provide for the negotiation and drafting of an agreement on the exercise of juvenile jurisdiction by the Tribes and the County.

The one area in which the Tribes may find it necessary to assert jurisdiction over juveniles is the prosecution of very serious offenses committed by Indian juveniles when such offenses occur on trust or restricted fee lands within the Reservation.<sup>1</sup> Under current State law, such circumstances require that the State law offense be tried in an adult proceeding. As a result, State and County authorities lose jurisdiction over the juvenile because retrocession shifts jurisdiction over adult offenses occurring on trust and restricted fee lands to federal and tribal authorities. While such circumstances may be rare, the

---

<sup>1</sup>This problem does not arise when the juvenile offense occurs on fee lands within the Reservation because State and County authorities maintain jurisdiction after retrocession over offenses committed by adult and juvenile Indians on fee lands.

potential jurisdictional problems require some careful planning to protect public safety in a serious situation. If this situation arises there are several options:

a) In some circumstances, it may be appropriate for the Prosecuting Attorney to file lesser charges against the juvenile offender in Juvenile Court, thus maintaining County jurisdiction. Any decision to do so by the Prosecuting Attorney shall be deemed to have been made based upon the political status of Indians under law and shall not be deemed to have been made on the basis of any discrimination prohibited by law arising from racial or ethnic heritage.

b) Where the Prosecuting Attorney determines that it is in the best interest of justice, he may refer the matter to the United States, or the Tribes, or both, to prosecute.

c) In the absence of either County or federal prosecutions the Tribes, whose Code does not distinguish between adult and juvenile offenders, shall prosecute.

9. Prosecution. The parties recognize that the cooperation of law enforcement officers, including making court appearances as witnesses, is necessary for the effective prosecution of crimes and offenses resulting from enforcement actions taken pursuant to this Agreement.

The parties agree to provide officers when necessary as witnesses in Snohomish County Superior, District, and/or Juvenile Courts, the Tulalip Tribal Courts, or Federal Courts.

The Sheriff's Office and the Tribal Police Department shall include all courts specified in this section in their written procedures on court appearances, indicating that necessary appearances by officers are required in all courts.

10. Detention. All persons arrested by Tulalip Police Officers that require detention shall be held at the adult facilities operated by Snohomish County Corrections or the Denney Juvenile Justice Center. The terms and conditions for such detention services are provided for in the Agreement for Jail Services between Snohomish County and the Tulalip Tribes of Washington, attached as Exhibit B to this Agreement, and incorporated herein.

11. Traffic Enforcement. It is expressly understood that traffic offenses are Designated Offenses under this Agreement. In order to provide for a procedure to cite and prosecute traffic infractions (civil and criminal), the parties adopt the following procedure:

Criminal traffic violations will be processed pursuant to the protocols contained in Exhibit A. Civil infractions will be handled as follows:

The Tribes shall provide Deputy Sheriffs assigned to Area 14 of the North Precinct with standard Tribal citation books and training and direction in processing such citations. Deputy Sheriffs shall submit citations issued to persons appropriately under tribal jurisdiction to Tribal Court, and will submit all other citations to District Court.

The County will provide Tribal Officers with standard County citation books and training and direction in processing such citations. Tribal Officers shall submit citations issued to persons appropriately under State or County

jurisdiction to District Court, and will submit citations issued to persons appropriately under tribal jurisdiction to Tribal Court.

12. Domestic Violence – Full Faith and Credit. The federal Violence Against Women Act (VAWA) of 1994 requires that a protection order issued by a state or tribal court be accorded Full Faith and Credit by the Courts of any other State or Indian Tribe. See 18 U.S.C. § 2265. Under VAWA, the law of the jurisdiction enforcing these orders, rather than the law of the issuing jurisdiction, is applied in enforcing the order.

Tribal orders may be enforced by County authorities anywhere in the County so long as it is shown that the Tribal Court had personal and subject matter jurisdiction over the subject of the order and the defendant/respondent had reasonable notice and an opportunity to be heard on the issues. The Tulalip Tribes shall adopt an ordinance code which will provide for such jurisdiction, notice and hearing procedures. Upon adoption of such an ordinance, the County will be notified.

Tribal authorities will enforce County protection orders under provision of the Tribal code and 18 U.S.C. § 2265. A registry of such orders shall be provided by the Tribal Court.

13. Hold Harmless/Indemnification. The Tribes shall be responsible for all civil liability of whatever nature arising from the acts of its own law enforcement officers and employees regardless of whether such officer or employee was an Approved Tribal Officer. The County shall be responsible for all civil liability of whatever nature arising from the acts of its own law

enforcement officers and employees regardless of whether they were acting pursuant to a Tribal commission to the extent provided by law. Except as provided in this section, under no circumstances shall the Tribe or the County be held liable for the acts of employees, agents, or representatives of the other party performed under color of this Agreement. The Tribes and the County shall indemnify each other for all claims, judgments or liabilities by third parties for bodily injury, property damage, personal injury, or civil liability of any type and nature which may arise out of the activities of their employees, agents, or representatives pursuant to this Agreement or the commissions described herein.

14. Insurance/Immunities. The Tribes agree to procure and maintain an insurance policy(ies) in the amount of \$1 million per occurrence insuring against claims for false imprisonment, false arrest, public liability, property damage, police professional liability, and violation of civil rights, and shall maintain the policy in full force and effect during the life of this Agreement. If this Agreement is terminated for any reason, the Tribes agree to continue to carry the insurance for all actions taken under this Agreement until such time as protection from suit is granted by the statute of limitations. In the event the coverage is on a claims-made basis, the Tribes agree to insure that the coverage extends to the statute of limitations in each policy year.

The insurance shall include the County as an additional insured, and refer to and support the Tribes' obligation to hold harmless the County, its agents, representatives, and employees under this Agreement and the Agreement for Jail Services. Such insurance shall provide thirty (30) days' written notice to the

County in the event of cancellation or material change and include a statement to the effect that no act on the part of the insured shall effect the coverage afforded to the County under this insurance. The insurance company or the Tribes shall provide written notice to the County within thirty (30) days after any reduction in the general aggregate or occurrence limit. The Tribes shall provide the County with a certificate of insurance prior to the contract effective date and shall provide the County a copy of the above insurance policy upon its receipt, including any endorsements to said policy after the date of its issuance.

The Tribes waive sovereign immunity to suit upon a claim of indemnification by the County pursuant to this Agreement and the Agreement for Jail Services. The parties agree that in discharging this indemnification obligation, the County shall look first to the proceeds of the insurance procured by the Tribes herein and the policy of insurance obtained by the Tribes shall prohibit the insurer from asserting a defense of sovereign immunity to the claim made under the policy. The Tribes agree to assign over to the County, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision. Should any claim for indemnification exceed the limit of the insurance policy arising from the entry of a final decree in any court, or by settlement of a civil action mutually agreed to by the County and the Tribes, the Tribes hereby waive any claim of immunity or exemption for any assets it holds up to the amount necessary to discharge the indemnity obligation and the costs of collection.



All immunities enjoyed by County law enforcement officers under state or federal law shall inure to the benefit of Approved Tribal Officers when acting under a commission under the terms of this Agreement. All immunities enjoyed by tribal law enforcement officers under state, federal, or tribal law shall inure to the benefit of Approved Deputy Sheriffs when acting under a commission under the terms of this Agreement.

Nothing in this Agreement shall preclude the Tribes, the County, or their employees, agents, or representatives from seeking the benefits and protections of the Federal Tort Claims Act. It is expressly agreed and understood that the indemnification provided for in this section is for the benefit of the Tribes and County only and there is no intention by the parties to confer any rights hereunder to any third party, intentionally, unintentionally, or by implication.

15. Land Status Procedures. The parties recognize that maintaining accurate and complete records regarding the trust, fee, and restricted fee status of lands on the Reservation is critical to maintaining effective law enforcement and prosecution of offenders. The parties agree to exchange available information regarding the status of lands on the Reservation on a continuing basis, and to provide, upon the request of any party, certified copies of Snohomish County Auditor and Tulalip records reflecting land status to law enforcement and prosecuting authorities for use in criminal proceedings.

16. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Any controversy, dispute, or claim of whatever nature arising out of, in

connection with, or in relation to the interpretation, performance, or breach of this agreement, including without limitation any claim based on contract, tort, or statute, shall be resolved by final and binding arbitration.

The County, the Prosecuting Attorney, or the Tribes may initiate arbitration by providing written notice of intent to arbitrate to the other parties, together with a statement of the matter in controversy. If the parties are unable to agree upon a single arbitrator within 30 days of such notice of intent, the County and the Tribes each may appoint an arbitrator by providing written notice of the name of an arbitrator to the other. If either the County or the Tribes does not so appoint an arbitrator within 10 business days after the other party appoints an arbitrator, the single appointed arbitrator shall act as the sole arbitrator of the specified controversy. If each party appoints an arbitrator, the two arbitrators shall meet promptly and attempt to select a third arbitrator. If the two appointed arbitrators are unable to agree on a third arbitrator within 10 business days after the second arbitrator is appointed, either the County or the Tribes may apply to the Superior Court of Snohomish County for the selection of a third arbitrator. Once appointed, the three-arbitrator panel shall determine the specified controversy. Each party shall bear the cost of any arbitrator it appoints, and one-half (1/2) of the cost of appointing a third arbitrator and the third arbitrator's fee. Any arbitrator appointed under this provision must be an active member of the Washington State bar.

The arbitration rules and procedures in Chapter 7.04 RCW shall govern the arbitration process, the Washington State rules of civil procedure shall govern

pre-hearing discovery to the extent not incompatible with the procedures set forth in Chapter 7.04 RCW, and the law of evidence of the State of Washington shall govern the presentation of evidence at the arbitration hearing.

An award or decision rendered by a majority of the arbitrators appointed under this Agreement shall be final and binding on all parties to the proceeding, and judgment upon any award or decision rendered by the arbitrators may be entered in the Superior Court of Snohomish County, Washington and enforced in the same manner as any other judgment.

Nothing in this Agreement shall be deemed or construed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement, except to the extent that any part of this Agreement is determined to be illegal.

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

18. 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.

19. 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.

20. 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:

For the Prosecuting Attorney's office: Snohomish County Prosecutor  
3000 Rockefeller Ave. M/S 504  
Everett, WA 98201  
425-388-3772

For Snohomish County: Snohomish County Executive  
3000 Rockefeller Ave. M/S 407  
Everett, WA 98201  
425-388-3460

For the Tulalip Tribes: Executive Director, Governmental Affairs  
6700 Totem Beach Road  
Marysville, WA 98271-9715  
360-651-3225

Chief of Police  
6700 Totem Beach Road  
Marysville, WA 98271-9715  
360-651-4608

21. Duration. Any party may, through its authorized officials, withdraw from this Agreement upon sixty (60) days' written notice to the other party hereto. Withdrawal from this Agreement by any party shall not affect or diminish authority exercised prior to the effective date of such withdrawal. Withdrawal shall not relieve any party of its agreement to insure without interruption or indemnify each other party as required herein for liability or expense arising out of actions prior to the time withdrawal or revocation becomes effective. Withdrawal shall not relieve any party of its agreement to arbitrate any controversy, dispute, or claim under


the terms of this agreement that arises out of or is connected or related to this Agreement while in effect. This Agreement shall be effective for a period of five (5) years, and shall be deemed renewed successively for five (5) years at the end of each term or renewal, unless the party to be bound has earlier withdrawn or set forth its desire to have this Agreement terminate at its regular termination date.

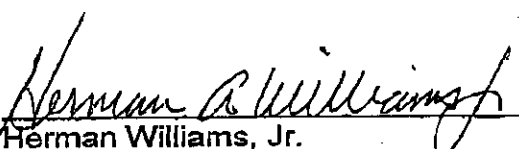
22. Warranty. The signators hereto hereby warrant that they have the power and authority and are duly authorized to enter this Agreement on behalf of the entity for whom they execute this Agreement in a representative capacity.

SNOHOMISH COUNTY

TULALIP TRIBES OF WASHINGTON

GARY WEIKEL  
Deputy Executive

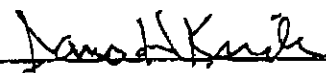
  
\_\_\_\_\_  
Robert J. Drewel  
Snohomish County Executive

  
\_\_\_\_\_  
Herman Williams, Jr.  
Chair, Tribal Council

Dated: 11-21-01

Dated 11.08.01

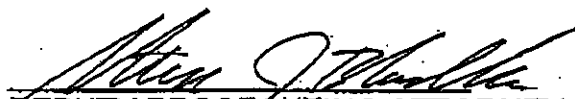
JAMES H. KRIDER  
SNOHOMISH COUNTY PROSECUTOR

  
\_\_\_\_\_  
Dated: 11-14-01

D-8


APPROVED AS TO FORM:

APPROVED:

  
DEPUTY PROSECUTING ATTORNEY  
Steven J. Bladdek

BY   
RISK MANAGEMENT

APPROVED AS TO FORM:

  
Michael Taylor, Reservation Attorney



ATTACHMENT A

Law Enforcement Operations Protocol

It is the intention of Snohomish County (hereinafter "County") and the Tulalip Tribes of Washington (hereinafter "the Tribes") to work together cooperatively in all law enforcement operations affecting or relating to the Tulalip Indian Reservation. In order to provide clear information to law enforcement officers and the public, this Protocol sets forth the agreed-upon understanding of the Snohomish County Sheriff's Office and the Tulalip Police Department, as to how each agency will respond and coordinate with the other in response to law enforcement demands on the Tulalip Indian Reservation.

**Basic Information for Officers.** The Sheriff's Office and the Tulalip Police Department each will provide its officers with a simplified checklist that provides the basic elements of jurisdiction on the Tulalip Indian Reservation. This matrix is based upon "Basic Rules of Jurisdiction in Indian Country," a summary prepared by the Washington Association of Prosecuting Attorneys, dated January, 2001, which is attached to this Protocol, and the Cooperative Law Enforcement Agreement Between the Tulalip Tribes of Washington and Snohomish County.

The checklist will appear as follows:

**JURISDICTION CHECKSHEET  
TULALIP INDIAN RESERVATION**

WHEO (COMMUNITY DEFENSE)	TRIBAL POLICE	CONCURRENT	CONCURRENT
	<ul style="list-style-type: none"> <li>• Sheriff's Office has jurisdiction over Native American Juveniles</li> <li>• Tribal Police refers to Tribal or Federal Court</li> <li>• Sheriff's Office refers to State Court</li> <li>• Sheriff's Office may detain suspects for Tribal Police</li> </ul>	<ul style="list-style-type: none"> <li>• Tribal Police refers to Tribal or Federal Court</li> <li>• Sheriff's Office refers to State Court</li> <li>• First on scene takes lead or by mutual agreement</li> </ul>	<ul style="list-style-type: none"> <li>• Tribal Police refers to Tribal or Federal Court</li> <li>• Sheriff's Office refers to State or Tribal Court</li> <li>• First on scene takes lead or by mutual agreement</li> </ul>
	SHERIFF	SHERIFF	SHERIFF
	<ul style="list-style-type: none"> <li>• Tribal Police may detain suspects for Sheriff's Office</li> <li>• Sheriff's Office refers to State Court</li> </ul>	<ul style="list-style-type: none"> <li>• Tribal Police may detain suspects for Sheriff's Office</li> <li>• Sheriff's Office refers to State Court</li> </ul>	<ul style="list-style-type: none"> <li>• Tribal Police may issue traffic infractions only.</li> <li>• Tribal Police refers to Tribal Court</li> <li>• Sheriff's Office refers to State Court</li> <li>• Tribal Police may detain suspects for Sheriff's Office</li> </ul>

Snohomish County Sheriff's Office North Precinct (425) 388-7939, Lt. Jerry Ross (425) 356-8639 pager  
 Tulalip Police Department (360) 651-4608, Chief Jay Goss (425) 754-8350 cell  
 On-call Prosecutor request via SNO-PAC

**Additional Guidelines for Officers.**

- In cases of concurrent jurisdiction, the first responder will take charge of the situation and maintain responsibility for booking.
- Cross-commissioned officers and deputies will carry citation books for both State and Tribal jurisdictions.
- In emergency situations, the County and the Tribes may use each other's radio frequencies.
- On Trust/Tribally-owned land, tribal officers will take charge until the suspect is identified.
- On non-trust, non-tribally owned land, sheriff deputies will take charge until the suspect is identified.
- All parties recognize the authority of tribal police officers to detain non-Indian individuals temporarily as recognized in the *Schmuck* case.

**Other Arrest Information.** Tribal police officers and deputies will support arrests made by each other. Both tribal police and deputies will contain a situation before addressing issues of jurisdiction. ))

**Emergency (Armed Robbery) Response to Tribal Businesses.** Due to the proximity of the Casino, Bingo Hall, and Quil Ceda Village to the I-5 Corridor, the parties recognize that it will be necessary for both the Sheriff's Office and the Tulalip Police Department to respond to robbery alarms or other emergency calls. In recognition of the limited size of the Tulalip Police force, the Sheriff's Office agrees to be the initial lead agency on the response. The Tulalip Police Department agrees to make its officers knowledgeable about Sheriff's Office procedures during armed robbery response and agree to follow these procedures.

Both parties recognize that when a robbery occurs against a tribal business or casino owned by the Tribes, the Federal Bureau of Investigation ("FBI") also will have investigative authority. The Tulalip Police Department will notify the FBI in such cases.

**Non-Emergency Response to Tribal Businesses.** The Tulalip Police Department agrees to be the initial responder to non-emergency calls from Quil Ceda Village businesses and casino. Once the identity of the suspect is determined, the agency with jurisdiction will be the investigative agency. Tribal police shall write initial reports and forward to the Sheriff's Office for investigation.



**Homicide/Body Dumps on Trust Land**

All parties recognize that in many instances it will be impossible to determine early in an investigation which agency has jurisdiction. In those instances, all agencies should investigate together. On trust land, tribal police will work with Sheriff deputies to take charge of and secure the scene. ))

**SWAT/Special Operations**

The Sheriff's Office and Tulalip Police Department will work to develop a stand-alone 3-way agreement with the FBI on SWAT/Special Operations.

The Sheriff's Office and Tulalip Police Department recognize that special operations have a cost factor, and that it takes time to assemble a SWAT team, but that the Sheriff's Office can do it much faster than the FBI. On tribal land, the jurisdiction belongs to the FBI under federal law when a violation of the Major Crimes Act occurs, but if the situation is such that the tribal police cannot contain it, then the Sheriff's Office agrees to respond.

In those situations, the FBI has committed to response within 12-24 hours, thereby relieving the Sheriff's Office. The County and Tribes may enter into a cost-recovery agreement in the future, as County policies evolve in this area.

**Officer-involved Shootings**

When it involves a tribal officer on trust or tribally owned land, in the immediacy of the event:

- The Tribal Police Chief will respond to assist the officer;
- The Tribal Police Chief will request that the Sheriff's Office respond to secure the site to prevent any taint or appearance of impropriety; and

When it involves a Sheriff Deputy, existing County procedures will apply. The Sheriff's Office is also the investigating agency for non-tribally owned fee land or roads.

**Suspect Interviews**

The Tulalip Police Department understands that Sheriff's deputies will need to interview tribal members on trust or tribally owned land when required to investigate crimes that occurred off of trust or tribally owned land. The Sheriff's Office agrees to notify the Tribal Police Chief as a courtesy. )) (8)

**Search Warrants**

The Sheriff's Office and Tulalip Police Department recognize that warrants for trust and tribally owned land ideally will need to be obtained in both tribal and federal court. A legal question remains as to whether a state court warrant for a state crime is adequate for trust or tribally owned land. The most conservative approach would be to get warrants from all three courts. The parties agree to use their best judgement in obtaining warrants. The Tribes will honor state warrants with a no-contact order.

Due to the tight-knit Reservation community, the parties recognize the need to keep tribal warrants sealed until they are delivered.

SNOHOMISH COUNTY SHERIFF

TULALIP TRIBAL POLICE CHIEF

Rick Bart, Sheriff

J.A. Goss, Jr., Chief

Dated: 2/14/03

Dated: 1/28/01

ATTACHMENT BINTERLOCAL AGREEMENT FOR JAIL SERVICES

THIS AGREEMENT is entered into between Snohomish County (hereinafter COUNTY), a political subdivision of the State of Washington and the Tulalip Tribes of Washington (hereinafter TRIBE), a Federally recognized Indian tribe organized pursuant to 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. 476, whose duly authorized governing body is the Board of Directors of the Tulalip Indian Reservation, as provided in Article VI of the Constitution and Bylaws of the TRIBE and which TRIBE is a "public agency" as defined in RCW 39.34.020;

NOW, THEREFORE, in accordance with the Interlocal Cooperation Act (Chapter 39.34 RCW) and the City and County Jails Act (Chapter 70.48 RCW), the COUNTY and TRIBE hereby agree as follows:

Section 1. Definitions.

A. In this agreement, the term "Jail" means any facility operated by Snohomish County Corrections, including the Maximum Security Facility and the Work Release/Special Detention Facility, both located in Everett, Washington, and any other special detention facilities operated by the COUNTY subsequent to the date of this agreement.

B. In this agreement, the term "TRIBAL prisoner" means a person housed in the Jail for whom the TRIBE is the billable agency under the procedure set out in Exhibit A, attached, which is hereby incorporated by reference.

C. In this agreement, the term "Director" means the Director, Snohomish County Corrections.

D. In this agreement, the term "TRIBAL Law" means the laws of the TRIBE signing this agreement.

E. In this agreement, the term "Home Detention" refers to a program of electronic monitoring of defendants to insure that they remain at their residence when not at work or other approved destination. Defendants sentenced to Home Detention are considered to be in custody and will be booked and processed accordingly.

F. In this agreement, the term "Community Service" refers to a program in which defendants perform work for the COUNTY and/or TRIBE for a specified period of hours or days. Defendants are assigned to a work crew under the supervision of a Corrections Officer or TRIBAL employee or at the option of the TRIBE, may be assigned to perform work for a TRIBAL agency supervised by TRIBAL personnel. Defendants assigned to the Community Service Program are not considered to be in custody and are not subject to booking and processing.

Section 2. Purpose.

Under the authority of Chapter 70.58, the COUNTY maintains a Jail. The TRIBE from time to time desires to confine TRIBAL prisoners in the COUNTY Jail. The COUNTY agrees to furnish its facilities and personnel for confinement of TRIBAL prisoners in the same manner and to the same extent as the COUNTY furnishes for the confinement of its own prisoners.

Section 3. Limitation.

When the Jail is at maximum capacity as determined by the Director, confinement of TRIBAL prisoners following booking shall be at the discretion of the Director. All of the other terms of this agreement are subject to this limitation.

Section 4. Procedure for Placing Prisoners in Jail.

A. Subject to the conditions herein, the COUNTY will accept all arrested persons delivered by TRIBAL police officers to the Jail for confinement, including persons arrested for violation of the TRIBAL Law and will hold them until such time as they are lawfully discharged from custody pursuant to law.

B. The Jail will not receive a person into custody until the officer having custody of the person provides the Jail with an arrest warrant, the order of a court of competent jurisdiction or a properly completed Notice of Arrest on the form provided by the court into which the defendant is being cited. The Notice of Arrest must clearly state the crime(s) for which the person is being confined, the name of the arresting officer(s), the date of arrest, whether or not any citations have been issued and, if so, the municipal ordinance or State law charged. A citation is not an order of a court and any persons to be booked on charges for which a citation is issued must also have a Notice of Arrest form completed for them before the Jail will take them into custody. If the person being confined or booked is charged or to be charged with a misdemeanor(s), the Notice of Arrest must state whether the misdemeanor is charged or to be charged pursuant to State law or TRIBAL ordinance.

C. A TRIBAL police officer placing a prisoner in custody of the Jail must remain in the immediate presence of the prisoner and will be considered to have the prisoner in his/her exclusive custody until the COUNTY Booking Officer audibly states that prebooking is complete, at which time and then only, the COUNTY will come into custody of the prisoner.

D. A TRIBAL police officer may request that a prisoner be booked for information purposes only (I.D. booking), in which case the prisoner will be booked and immediately thereafter returned to the custody of the TRIBAL police officer.

Section 5. Rules Relating to Prisoners in Custody.

A. Persons convicted of violations of the TRIBAL Law may be given credit for time served against a fine or costs or both at such rate as is directed by the appropriate court. Persons convicted of violations of the laws may earn early release time of up to one third of the total sentence as authorized by Chapter 9.93 RCW.

B. Investigators directed by the TRIBAL attorney and all TRIBAL police officers will have the right to interview TRIBAL prisoners at any time inside the confines of the Jail, subject only to necessary security rules. Interview rooms will be made available to TRIBAL police officers in equal priority with those of other police departments, including the Snohomish County Sheriff's Department.

C. Prisoners in custody of the Jail will be in the complete charge of the Director and subject to all applicable rules of the Jail, including any emergency security rules imposed by the Director. It is expressly agreed by the TRIBE that visitation and telephone

privileges of TRIBAL prisoners, if any, will be in the sole discretion of the Director, subject to applicable requirements of law.

D. The Jail will be administered by the COUNTY in accordance with the rules and regulations of the Director, COUNTY ordinances and in accordance with the rules and regulations of any agency of the State of Washington empowered to make rules governing the administration of COUNTY jails.

E. TRIBAL prisoners may be made trustees when serving a sentence or serving out a fine, at the discretion of the Director and such prisoners may be allowed by the Director to work on TRIBAL or COUNTY property. TRIBAL prisoners assigned to work as trustees on the TRIBAL property may be released to the TRIBAL Chief of Police or his agent, upon initialed receipts, during such hours as the Director shall deem reasonable and during such period will be considered the sole responsibility of the TRIBE.

F. A TRIBAL prisoner may be allowed into the Jail Work Release/Special Home Detention Program at the discretion of the Director only if authorized by the appropriate court.

G. The COUNTY will produce TRIBAL prisoners before the following courts for arraignment, trial or other hearing as required by the court: Cascade District Court,



Everett District Court, Evergreen District Court and South District Court. Nothing in this agreement shall be construed to prevent the TRIBE from transporting its own prisoners to and from a court appearance. The TRIBE will furnish all other transportation of TRIBAL prisoners. The COUNTY will provide transportation of prisoners within its custody to and from medical facilities within the Everett City limits when the Custody or Medical Supervisor(s) has determined that such treatment is necessary under Section 6(D), below.

H. TRIBAL prisoners may participate in the COUNTY'S Community Service Program in lieu of serving a sentence or payment of a fine, if authorized by the sentencing court.

Section 6. Costs/Fees to be Paid by TRIBE/Method of Establishing Rates/Amendment of Rates

A. The TRIBE will pay the COUNTY fees for services as follows:

1. Booking fee

Applies to prisoners accepted into the Jail, the Work Release/Special Detention Facility, any other special detention facility and the Home Detention Program. Does not apply to prisoners accepted into the Community Service Program. The only fee charged for prisoners released within four (4) hours of booking into the Jail.

2. I.D. booking

There will be no charge for prisoners booked for identification purposes only and immediately thereafter returned to the custody of the TRIBAL officer(s).

3. Daily maintenance fee

Applies to prisoners housed in Snohomish County Corrections facilities. Not charged for prisoners released within four (4) hours of acceptance.

4. Home Detention daily maintenance fee

5. Community Service fee

Onetime administrative and insurance fee.

B. Rates for the booking and daily maintenance fees shall be based upon actual costs of operating the facilities for the penultimate calendar year, pursuant to the method set forth in Exhibit B, attached, which is hereby incorporated by reference, EXCEPT that fees for Home Detention and Community Service shall be set annually by the COUNTY Council based upon costs associated with these programs.

In July each year, the COUNTY will provide the TRIBE with rates for the following year based upon actual bookings, housing days and expenditures for the previous year. Annual revision of fees will be established by notice to the TRIBE, as provided in Section 12, in the form exemplified by Exhibit <sup>B</sup> attached, which is hereby

incorporated by reference. The new fees will go into effect with the January billing.

C. If a TRIBAL prisoner participating in the Work Release/Special Detention Facility or in the Home Detention or Community Service Programs set out in Sections 6(A), 3 and 4 herein has been ordered to pay a sum of money as daily rent by the sentencing court or is otherwise required to pay such a sum pursuant to law, the rate of compensation to be paid by the TRIBE for such prisoner shall be adjusted by a credit in favor of the TRIBE of that sum paid by the prisoner.

D. Costs incurred for necessary medical services to TRIBAL prisoners beyond routine medical examinations, tests, procedures and prescriptions will be borne by the TRIBE in addition to the basic rates set out in Section 6(A). If the prisoner suffers an injury while in the custody of the Jail, the COUNTY will bear all expenses not covered by the prisoner's health insurance and/or public assistance. The Custody or Medical Supervisor(s) on duty in the Jail, is hereby granted the authority to seek necessary medical services for TRIBAL prisoners without consulting with TRIBE officials; PROVIDED, that when it appears that a TRIBAL prisoner, due to illness or accident, will incur unusual or substantial medical expenses, the Custody Supervisor shall notify the TRIBAL police

department as soon as possible and cooperate in processing medical claims with the Indian Health Service or a medical insurer of the prisoner or the TRIBE. The COUNTY will credit amounts received from the prisoner's own health insurance and applicable public assistance before billing the TRIBE.

Section 7. Duration/Termination.

A. This agreement shall be in effect from the date upon which it is fully executed by both parties, subject to annual establishment of rates for services as described in Section 6(B). The agreement shall automatically renew from year to year thereafter, unless terminated pursuant to Section 7(B).

B. In the event that either party desires to terminate this agreement, written notice shall be given to the other party involved at least ninety (90) days prior to the annual renewal date. The notice shall state the grounds for termination.

Section 8. Method of Payment and Billing Dispute Resolution Procedure

A. The COUNTY shall bill the TRIBE monthly for all services provided under this agreement and this bill shall be payable by the 30th day following the date of invoice.

B. If the TRIBE disputes all or a portion of the bill, the TRIBE will provide the COUNTY written notice within the time frame specified in Section 8(A), detailing the amount in question and the grounds for withholding all or a portion of the amount billed.

The Director and TRIBAL Police Chief or their designee(s) shall attempt to resolve the dispute by negotiation. If such negotiation is unsuccessful, any such dispute shall be appealed to the Executive Director of the TRIBE and the COUNTY Executive for settlement. If not resolved by them within thirty (30) days of referral, the Executive Director and the COUNTY Executive by mutual written consent, may apply to the Presiding Judge of the Snohomish County Superior Court for appointment of an arbitrator whose decision shall be final and binding on both parties. Each party shall pay one-half of the arbitrator's fee. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed contract provision.

Any amount withheld from a billing which is determined to be owed to the COUNTY pursuant to the billing dispute resolution procedure described herein, shall be paid by the TRIBE within thirty (30) days of the date of the negotiated resolution, arbitrator's decision or court finding.

C. Any undisputed billing amount not paid by the TRIBE within forty-five (45) days of receipt of the billing and any amounts found to be owing to the COUNTY as a result of the billing dispute resolution procedure that are not paid within thirty (30) days of resolution, shall be conclusively established as a lawful debt owed to the COUNTY by the TRIBE, shall be binding on the parties and shall not be subject to legal question whether directly or collaterally.

Section 9. Indemnification - Litigation.

A. The COUNTY shall indemnify, defend and hold harmless the TRIBE, its elected and appointed officials, officers, agents and employees from any and all liability and costs, including reasonable attorney fees and expert witness fees arising out of any act or omission of the COUNTY, its officers, agents and employees. Such liability may include, but not be limited to, violations of Jail standards or prisoner's civil rights.

The TRIBE shall indemnify, defend and hold harmless the COUNTY, its officers, elected and appointment<sup>ed</sup> officials, agents and employees from any and all liability and costs, including reasonable attorney fees and expert witness fees arising out of any act or omission of the TRIBAL officers, agents and employees.

Such liability shall include, but not be limited to, false arrest and violations of a prisoner's constitutional and/or civil rights.

Section 10. Remedies.

A. No waiver of any right under this agreement shall be effective unless made in writing by the Executive Director of the TRIBE or the Executive of the COUNTY. Failure to insist upon full performance on any one or several occasions does not constitute consent to or waiver of any later nonperformance nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.

Section 11. Modification/Amendment.

A. This agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for execution of this agreement.

Section 12. Notices.

A. All notices required by this agreement to be given to the COUNTY, shall be made in writing and personally delivered or sent by registered mail, to the Executive of the COUNTY.

B. All notices required by this agreement to be

given to the TRIBE, shall be made in writing and personally delivered or sent by registered mail, to the TRIBE'S Executive Director.

C. The Director, Snohomish County Corrections and the Executive Director of the TRIBE, shall be the administrators of this agreement pursuant to RCW 39.34.030(4)(A).

Section 13. Severability.

A. If any provision of this agreement is found to be invalid or contrary to law, the remainder of this agreement shall not be affected thereby.

Section 14. Filing.

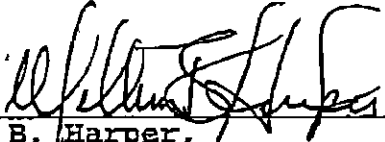
A. Pursuant to Chapter 39.34 RCW, a copy of this agreement as fully executed shall be filed by the COUNTY with the COUNTY Auditor and the Secretary of State and by the TRIBE with the TRIBE Clerk.

IN WITNESS WHEREOF, the COUNTY and the TRIBE have executed this agreement by subscribing their names as follows:



Approved at Direction of  
County Council:

SNOHOMISH COUNTY

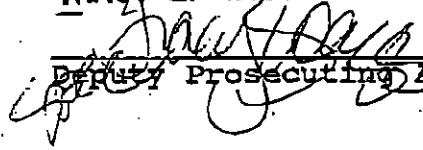


William B. Harper,  
Corrections Director

8/30/94  
Date

Approved as to Form:

TRACY G. WAGGONER



Deputy Prosecuting Attorney

8/30/94  
Date

Approved:

TULALIP TRIBES OF WASHINGTON



~~XXXXXXXXXXXXXXXXXXXX~~  
Chairman, Board of Directors

8-12-94  
Date

Attest:

~~XXXXXXXXXXXXXXXXXXXX~~  
Secretary, Board of Directors

\_\_\_\_\_  
Date

## EXHIBIT A

## CONDITIONS UNDER WHICH A PRISONER IS BILLABLE TO AN AGENCY

A prisoner is billable to an agency during the time period when:

1. He is being held on violation of a TRIBAL ordinance or on a warrant or court order issued by the TRIBAL's Law or by District Court acting as the TRIBE's municipal court; and
2. He is not being held on any active felony charge; and
3. He is not a Federal prisoner who can be removed by the Federal agency without regard to local charges; and
4. The total of bails on the agency's active charges is higher than or equal to the total of bails on any other agency's active charges; EXCEPT THAT
5. If the high bail agency could transfer the prisoner to its own jail if active charges from other agencies were not holding him in Snohomish County Corrections Facilities, then the agency or agencies with the next highest total accumulated bail is billable.

Active vs. Inactive Charges

A charge is considered inactive and not relevant for billing purposes when:

1. The prisoner receives a personal recognizance release, posts bail or finishes serving a sentence on it; or
2. The charge is dismissed, not filed or otherwise withdrawn; or
3. The charge carries a consecutive sentence the prisoner has not yet begun to serve; or
4. The agency with jurisdiction on that charge cannot remove the prisoner to its own facility until charges requiring his custody in Snohomish County Corrections Facilities are satisfied.

Total Accumulated Bail

Bail amounts as established by Everett District Court's bail schedule will be used to determine which agency has the highest total accumulated bail until such time as the computer system generating the billing register becomes capable of working with the amount actually required to

release the prisoner on the charge. At that time, the bail amount in effect will be used.

"No bail" is the highest possible bail; an agency with a no bail charge will therefore be billable. A sentenced charge is no bail charge.

### Split Billings

When the highest total accumulated bail is found in more than one agency, booking and housing fees will be shared equally among the agencies. Billings will also be split for a day in which the billing agency changes.

### Booking Fees

Booking fees are assessed against the agency or agencies billable at time of booking. An agency that becomes billable when booking charges become inactive or when new charges are added is not responsible for any part of the booking fee.

An agency will NOT be billed for subsequent bookings when the prisoner:

1. Returns from a furlough or Temporary Removal Order, unless he is arrested and charged with escape for failing to return voluntarily; or
2. Is serving a sentence on weekends; or
3. Is transferred by Snohomish County Corrections between the Jail and Work Release Facility with no break in custody; or
4. Has more charges than can be contained in single booking record, requiring the creation of a new booking.

The agency will be billed for a subsequent booking following a break in custody when the prisoner:

1. Is booked on new charges; or
2. Returns to custody on a warrant or bond surrender or to serve a sentence on a charge on which he was previously booked;
3. Did not return voluntarily from a court ordered Temporary Removal Order or Furlough but rather was returned under arrest and charged with escape.

### Credit for Prisoner Paid Fees

Fees paid by Work Release Program residents and offenders on Home Detention as a condition of participation in those programs are credited against housing charges for those prisoners.

## EXHIBIT B

SNOHOMISH COUNTY CORRECTIONS  
ESTABLISHING 1994 JAIL FEES

## 1992 BOOKING COSTS

Salaries & Benefits		\$	936,540
Supplies			55,693
Computer & Teletype Systems			153,934
Building & Equipment	16,385		
Personnel & Payroll Services	9,788		
Purchasing & Accounting Services	3,483		
Prosecuting Attorney Services	902		
State Examiner	1,803		
Total Ancillary Costs			<u>32,361</u>

## BOOKING COSTS

\$1,178,528

## 1992 HOUSING COSTS

Salaries & Benefits		\$6,399,821
Operating Costs		1,495,902
Computer & Teletype Systems		342,792
Building & Equipment	311,314	
Personnel & Payroll Services	56,568	
Purchasing & Accounting Services	31,348	
Prosecuting Attorney Services	8,119	
State Examiner	20,057	
Total Ancillary Costs		<u>427,406</u>

## HOUSING COSTS

\$8,665,921

## TOTAL COST BASE

\$9,844,449

## FEES BASED ON 1992 EXPERIENCE

Booking costs: \$1,178,528

Divided by number of 1992 bookings: 18,148

## BOOKING FEE

Sole charge for prisoners released within four hours \$64.94

Total housing costs \$8,665,921

Divided by 1992 prisoner days: 193,460

## DAILY HOUSING FEE

\$44.80

## HOME DETENTION DAILY MAINTENANCE FEE

\$15.00

## COMMUNITY SERVICE FEE

\$10.00

July 27, 2000

Mr. Stan Jones, Sr.  
Tribal Chairman, Tulalip Tribe  
6700 Totem Beach Rd  
Marysville, WA 98270

Dear Mr. Jones:

This letter is to notify you of 2001 rates for booking, housing, home detention and the community service work program. The table below shows current 2000 fees, the 2001 fees and the amount of the change.

	2000	2001	Change
Booking Fee	\$75.80	\$81.22	+ \$5.42
Daily Housing Fee	\$53.08	\$60.21	+ \$7.13
Home Detention Daily Fee	\$15.00	\$16.00	+ \$1.00
Community Service One-Time Fee	\$10.00	\$10.00	No change

The booking and housing fees were calculated according to the method established by our interlocal agreement, using actual 1999 costs and prisoner data. The calculation is shown in the enclosed document *Calculating 2001 Jail Fees*. It is followed by spreadsheets showing the basis for the numbers in the calculation.

As in previous years, program participation fees collected from work release and home detention prisoners will be deducted from agency billings.

If you have any questions or comments about the proposed fees, please call me at 425-388-3474.

Sincerely,

Andrea D. Bynum  
Director

Enclosure

cc: Gary Weikel, Executive Director