

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 11-323

APPROVING THE COOPERATIVE LAW ENFORCEMENT AGREEMENT BETWEEN
THE TULALIP TRIBES AND SNOHOMISH COUNTY

WHEREAS, the Tribe is wholly located in Snohomish County, Washington and hold beneficial title to various parcels of trust land in Snohomish County; and

WHEREAS, applicable law provides that the Tribe has certain powers of governance over tribal members and Indians who are not enrolled members of the Tribe when on Tribal Lands; and

WHEREAS, the Tribe and the County each wish to protect the lives and property of all persons on Tribal Lands; and

WHEREAS, the Tribe and the County each wish to facilitate a cooperative approach to law enforcement to enhance public safety for all persons and property when on Tribal Lands; 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 Tribe and the County respect the sovereignty and political integrity of each other and the values and culture represented by the Tribe, and each desires to have an agreement in regard to criminal jurisdiction on Tribal Lands.;

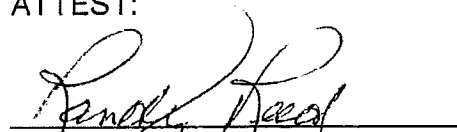
NOW, THEREFORE, ON MOTION, the County Council hereby approves the Cooperative Law Enforcement Agreement between the Tulalip Tribes and Snohomish County and authorizes the County Executive to sign the necessary contract.

PASSED this 31st day of August, 2011.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Council Chair

ATTEST:


Asst. Clerk of the Council

THE TULALIP TRIBES
Resolution No. 2011-201

*Tulalip-Snohomish County
Law Enforcement Agreement*

WHEREAS the Board of Directors is the governing body of the Tulalip Tribes of Washington 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, pursuant to Art. VI. Section 1.K., the Board of Directors is authorized to provide for the maintenance of law and order on the Tulalip Reservation; and

WHEREAS, the Board has found that the attached law enforcement cooperation police services among tribal and county governments will be useful in providing law enforcement services for the Tulalip Tribes.

NOW THEREFORE BE IT **RESOLVED** by the Board of Directors of the Tulalip Tribes that the attached cooperative law enforcement agreement between the Tulalip Tribes and Snohomish County governments for police and law enforcement and jail services is hereby approved, and the Chairman, Chief of Police and Reservation Attorney may sign for the Tulalip Tribes.

ADOPTED by the Board of Directors of the Tulalip Tribes of Washington at a special meeting assembled on the 23 of May, 2011 with a quorum present, by a vote of 5 for and 0 against.

THE TULALIP TRIBES OF WASHINGTON

Melvin R. Sheldon Jr

Melvin R. Sheldon Jr, Chairman

ATTEST:

Marie Zackuse

Marie Zackuse, Secretary

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, Mark K. Roe, the Snohomish County Prosecuting Attorney (hereinafter the "Prosecuting Attorney"), and the Tulalip Tribes of Washington (hereinafter "the Tulalip 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 Tulalip 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 Tulalip Tribes has certain powers of governance over tribal members, Indians who are not enrolled members of the Tulalip 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 Tulalip 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, chapter 10.92 RCW authorizes tribal police officers to act as general authority Washington peace officers, under certain conditions, thereby giving tribal police officers the same powers as any other general authority Washington peace officer to enforce state laws in Washington, including the power to make arrests for violations of state laws, and

WHEREAS, RCW 10.92.020(10) requires all local government law enforcement agencies that will have shared jurisdiction with a sovereign tribal government under chapter 10.92 RCW to enter into an interlocal agreement pursuant to chapter 39.34 RCW, and

WHEREAS, the Tulalip Tribes and the County will have shared jurisdiction, and

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

WHEREAS, the Tulalip 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 Tulalip Tribes and the County respect the sovereignty and political integrity of each other and the values and culture represented by the Tulalip 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 Deputy Sheriff" means a Deputy Sheriff who is commissioned by the Chief of Police.

- b) "Authorized Tribal Officer" means a law enforcement officer employed by the Tulalip Tribes who is authorized under chapter 10.92 RCW to exercise the powers of a general authority Washington peace officer.
- c) "Chief of Police" means the Chief of Police of the Tulalip Police Department.
- d) "County" means Snohomish County.
- 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 Tulalip Tribes, whether civil or criminal, and of any Model Traffic Code adopted by the County or the Tulalip Tribes.
- g) "Indian" means an enrolled member of the Tulalip Tribes or a Native American as defined by applicable law.
- h) "Prosecuting Attorney" means the Prosecuting Attorney of Snohomish County.
- i) "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.
- j) "Restricted Fee Lands" means lands held in fee title by the Tulalip Tribes with a federal restriction on alienation contained in the deed or imposed by law.
- k) "Sheriff" means the Sheriff of Snohomish County.

2. Effective Date and Termination of Previous Cooperative Agreement. Upon recording of this agreement with the Snohomish County Auditor, this agreement shall become

effective. Upon the effective date of this Agreement, all parties will be considered to have withdrawn from the Cooperative Law Enforcement Agreement between the Tulalip Tribes of Washington and Snohomish County dated November 21, 2001.

3. 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.

4. Issuing Tribal Commissions. The Sheriff's Office will provide the Chief of Police a commissioned personnel list annually. The Chief of Police shall annually grant Tribal commissions to all Deputy Sheriffs identified in the commissioned personnel list.

5. Suspension and Revocation of Commissions. The Chief of Police or his/her 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.

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.

If an Approved Deputy Sheriff's commission from the 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.

6. Scope of Powers. Tribal commissions granted under this agreement shall empower Approved Deputy Sheriffs to exercise on the Reservation all powers of a Tulalip Police Officer as provided for by applicable law.

Each Authorized Tribal Officer may exercise the powers of a general authority peace officer, as provided for by applicable law, within the exterior boundaries of the reservation.

7. Exercise of Powers. Authorized Tribal Officers shall comply with all requirements under chapter 10.92 RCW, as adopted or amended hereafter, when exercising authority as a general authority Washington peace officer. Authorized Tribal Officers exercising authority as general authority Washington peace officers shall make all referrals for prosecution resulting from the exercise of authority as a general authority Washington peace officer to the Prosecuting Attorney, who will be responsible for ensuring that any criminal action is filed in the appropriate state court, and shall send a copy of the same to the Sheriff within three (3) days of issuance as required by RCW 10.92.020(3). Approved Deputy Sheriffs exercising authority under a Tribal commission shall make all referrals for prosecution under tribal laws to the Tribal prosecutor. If any question exists with respect to the appropriate prosecuting authority, particularly if federal jurisdiction is or may be appropriate, 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.

8. Operational Protocols. 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 and local laws and regulations, the state and federal constitutions, and shall be subject to the direction of the Sheriff's Office. All Tulalip Police Officers shall at all times remain under the control of

the Chief of Police and shall abide by the rules and regulations of the Chief of Police and shall be subject to the direction of the Tulalip Police Department.

In order to facilitate a better understanding of the law enforcement duties and expectations of federal, state, and tribal law enforcement personnel, the Sheriff and the Tulalip Police Department 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.

9. 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 Tulalip Tribes retains concurrent jurisdiction over Indian juvenile offenders, the Tulalip Tribes has determined that juvenile arrest, prosecution, and corrections are now best left to State and County authorities. The Tulalip 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 Tulalip 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 Tulalip Tribes and the County.

The one area in which the Tulalip 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.¹ 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 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, she or he may refer the matter to the United States, or the Tulalip Tribes, or both, to prosecute.

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

10. 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.

¹ 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.

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 Tulalip 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.

11. Detention. Tribal members arrested by Tulalip Police Officers that require detention may 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, or as subsequently agreed to in a separate written agreement between the County and the Tribe. Any other persons arrested by Tulalip Police Officers shall be held in the Snohomish County Corrections or the Denny Juvenile Justice Center pursuant to the terms and conditions of detention for the jurisdiction under which authority the arrest was made.

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.

Tulalip Tribal orders may be enforced by County authorities anywhere in the County so long as it is shown that the Tulalip 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.

Tulalip Tribal authorities will enforce County protection orders under provision of the Tulalip Tribal Code, 18 U.S.C. § 2265, and the authority granted under chapter 10.92 RCW as adopted or hereafter amended. A registry of such orders shall be provided by the Tulalip Tribal Court.

13. Hold Harmless/Indemnification. The Tulalip Tribes shall be responsible for all civil liability of whatever nature arising from the acts of its own law enforcement officers and employees. 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 Tulalip Tribal commission to the extent provided by law. Except as provided in this section, under no circumstances shall the Tulalip Tribes or the County be held liable for the acts of employees, agents, or representatives of the other party that were performed under color of this Agreement. The Tulalip 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 Tulalip Tribes agree to procure and maintain an insurance policy(ies) in the amount of \$15 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 Tulalip 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 Tulalip Tribes agree to insure that the coverage extends to the statute of limitations in each policy year.

The insurance shall include or be endorsed to include the County as an additional insured, and refer to and support the Tulalip Tribes' obligation to hold harmless the County, its agents, representatives, and employees under this Agreement and any attachments hereto. 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 affect the coverage afforded to the County under this insurance. The insurance company or the Tulalip Tribes shall provide written notice to the County within thirty (30) days after any reduction in the general aggregate or occurrence limit. The Tulalip Tribes shall provide the County with a certificate of insurance and additional insured endorsement prior to this Agreement's effective date and shall provide the County a copy of the above insurance policy upon its request, including all endorsements to said policy after the date of its issuance.

In the event the Tulalip Tribes fails to maintain insurance as required herein, then in that limited instance, the Tulalip Tribes waive sovereign immunity to suit upon a claim of indemnification by the County pursuant to this Agreement. The parties agree that in discharging this indemnification obligation, the County shall look first to the proceeds of the insurance procured by the Tulalip Tribes herein, and the policy of insurance obtained by the Tulalip Tribes shall prohibit the insurer from asserting a defense of sovereign immunity to the claim made under the policy. The limit for any claim of indemnification will be the insurance limit required

by this Agreement. The Tulalip 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.

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 Tulalip 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 Tulalip 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.

17. 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 Tribes' 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 shall be resolved by final and binding arbitration.

The County, the Prosecuting Attorney, or the Tulalip 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 thirty (30) days of such notice of intent, the County and the Tulalip 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 Tulalip Tribes does not so appoint an arbitrator within ten (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 ten (10) business days after the second arbitrator is appointed, either the County or the Tulalip 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.

18. 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.

19. 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.

20. 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.

21. 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

Snohomish County Prosecuting Attorney
3000 Rockefeller Ave. M/S 504
Everett, WA 98201
425-388-3772

For the Sheriff:

Snohomish County Sheriff

3000 Rockefeller Ave. M/S 606
Everett, WA 98201
425-388-3414

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

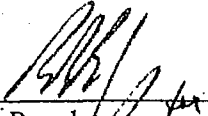
Chief of Police
6700 Totem Beach Road
Marysville, WA 98271-9715
360-651-4608

22. 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.

23. 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.

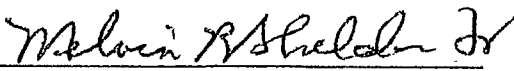
SNOHOMISH COUNTY

TULALIP TRIBES OF WASHINGTON




Aaron Reardon
Snohomish County Executive
Dated: 7/6/11

PETER B. CAMP
Executive Director



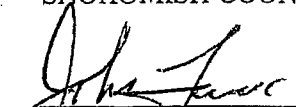
Melvin R. Sheldon, Jr.
Chair, Tulalip Tribes Board of Directors
Dated: May 2011

MARK K. ROE
SNOHOMISH COUNTY PROSECUTING ATTORNEY



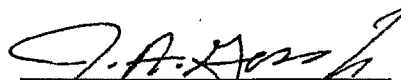
Dated: 6-16-11

JOHN LOVICK
SNOHOMISH COUNTY SHERIFF




Dated: 6/17/11

JAY GOSS
TULALIP POLICE CHIEF



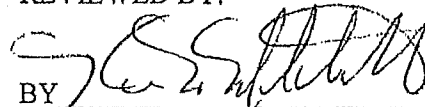
Dated: 7/18/2011

APPROVED AS TO FORM ONLY:

BY 

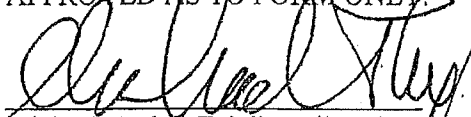
Deputy Prosecuting Attorney
Dated: 6/15/11

REVIEWED BY:



Risk Management
Dated: 7-29-11

APPROVED AS TO FORM ONLY:



Michael Taylor, Tulalip Tribes Attorney
Dated: 2 June 2011

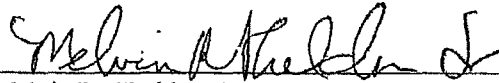
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23. Warranty. The signators hereto hereby warrant that they have the power and authority and are duly authorized to enter this Agreement on behalf of the entity for whom they execute this Agreement in a representative capacity.

SNOHOMISH COUNTY


TULALIP TRIBES OF WASHINGTON

Aaron Reardon
Snohomish County Executive
Dated: _____



Melvin R. Sheldon, Jr.
Chair, Tulalip Tribes Board of Directors
Dated _____

MARK K. ROE
SNOHOMISH COUNTY PROSECUTING ATTORNEY

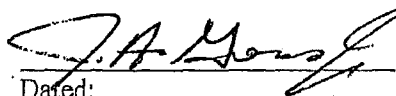


Dated: 6-16-11

JOHN LOVICK
SNOHOMISH COUNTY SHERIFF

JAY GOSS
TULALIP POLICE CHIEF

Dated: _____

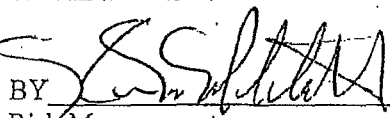


Dated: _____

APPROVED AS TO FORM ONLY:

REVIEWED BY:

BY _____
Deputy Prosecuting Attorney
Dated: _____


BY _____
Risk Management
Dated: 7-29-11

APPROVED AS TO FORM ONLY:

Michael Taylor, Tulalip Tribes Attorney
Dated: _____



Exhibit A

ATTACHMENT A
Law Enforcement Operations Protocol

It is the intention of Snohomish County (hereinafter "County") and the Tulalip Tribes of Washington (hereinafter "the Tulalip 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 (hereinafter "SCSO") and the Tulalip Police Department (hereinafter "TPD"), 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. Tulalip Tribes officers authorized to exercise the powers of law enforcement of a general authority Washington peace officer pursuant to chapter 10.92 RCW ("Approved Tribal Officers") and County deputy sheriffs have concurrent jurisdiction to enforce state law on the Tulalip Reservation. County deputy sheriffs who have been commissioned by the Tulalip Tribes' Chief of Police ("Approved Deputy Sheriffs") and Tulalip Tribes officers have concurrent jurisdiction to enforce tribal law on the Tulalip Reservation. The SCSO and the TPD each will provide its officers with a simplified checklist that provides the basic rubric of their concurrent jurisdiction within the exterior boundaries of the Tulalip Indian Reservation. This rubric is based upon "Basic Rules of Jurisdiction in Indian Country," a summary prepared by the Washington Association of Prosecuting Attorneys, dated May 2008, the Cooperative Law Enforcement Agreement Between the Tulalip Tribes of Washington and Snohomish County, and chapter 10.92 RCW.

The checklist will appear as follows:

**CONCURRENT JURISDICTION FOR
OFFENSES OCCURRING ON THE
TULALIP INDIAN RESERVATION**

<p>Tribal Court - All criminal offenses committed by Indian adults.</p> <p>State Court - All criminal offenses committed by Indian juveniles.*</p> <p>Federal Court - Those crimes for which there is Federal Ct. jurisdiction.</p>	<p>Tribal Court - All criminal offenses committed by Indian adults</p> <p>State Court - All criminal offenses committed by Indian adults and juveniles.*</p> <p>Federal Court - Those crimes for which there is Federal Ct. jurisdiction.</p>	<p>Tribal Court - All criminal offenses committed by Indian Adults.</p> <p>- All Tribal infractions committed by Indian adults and juveniles.</p> <p>State Court - All criminal offenses committed by Indian juveniles.*</p> <p>- All non-driving related criminal offenses committed by Indian adults where the underlying land is owned by the State/County.</p> <p>- All driving related criminal offenses committed by Indian adults regardless of ownership of the underlying land.</p> <p>Federal Court - Those crimes for which there is Federal Ct. jurisdiction.</p>
<p>Tribal Court - No tribal-court jurisdiction over non-Indian.</p> <p>State Court - State court jurisdiction exists for all crimes committed by Non-Indian adults and juveniles.</p> <p>Federal Court - Those crimes for which there is Federal Ct. jurisdiction.</p>	<p>Tribal Court - No tribal court jurisdiction over non-Indians.</p> <p>State Court - State court jurisdiction exists for all crimes committed by Non-Indian adults and juveniles.</p> <p>Federal Court - Those crimes for which there is Federal Ct. jurisdiction.</p>	<p>Tribal Court - No tribal court jurisdiction over non-Indians.</p> <p>State Court - All crimes and infractions committed by non-Indian adults and juveniles.</p> <p>Federal Court - Those crimes for which there is Federal Ct. jurisdiction.</p>

Contact information: Snohomish County Sheriff's Office North Precinct via SNO-PAC; Tulalip Police Department (360) 651-4608, Chief Jay Goss (425) 754-8350 cell; On-call Deputy Prosecutor via SNO-PAC

*Note: State court will not have jurisdiction for "automatic decline" felonies committed by Indian juveniles; these will be referred either to Tribal or Federal Court.

Additional Guidelines for Officers.

- Calls for service received by SNOPAC will be dispatched to SCSO.
- Priority E, 1, and 2 calls will be handled by SCSO. Patrol sergeants have the discretion to refer Priority 3 and 4 calls to TPD.
- Calls for service received by TPD will be dispatched to TPD.
- In progress, life threatening emergencies will be broadcast to both the TPD and the North County, SCSO. TPD may ask the SCSO for assistance and/or to be the lead agency on a call if TPD's resources are committed beyond the agency's capacity to respond.
- SCSO and TPD supervisors will coordinate and decide who will be the lead agency on incidents that both agencies respond together. If the suspect in the incident is Native American, TPD will have first right of refusal.
- Approved Deputy Sheriffs issuing infractions to Tribal Court will affix a label to the SCSO infraction books that will direct the individual receiving the infraction to Tulalip Tribal Court.
- Authorized Tribal Officers will complete the Superform for misdemeanors and felonies that will be referred to the Prosecuting Attorney.
- In emergency situations, the County and the Tribes may use each other's radio frequencies.

Other Arrest Information. TPD and SCSO will support arrests made by each other. Responding law enforcement personnel will contain a situation before addressing issues of jurisdiction.

Emergency 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 SCSO and the TPD to respond to robbery alarms or other emergency calls.

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

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, both agencies should investigate together. On trust land, the TPD will work with the SCSO to take charge of and secure the scene. The TPD will notify the FBI, when necessary.

SWAT/Special Operations. The SCSO and TPD will work to develop a stand-alone 3-way agreement with the FBI on SWAT/Special Operations.

The SCSO and TPD recognize that special operations have a cost factor, and that it takes time to assemble a SWAT team, but that the SCSO 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 TPD cannot contain it, then the SCSO agrees to respond.

In these situations, the FBI has committed to respond within 12-24 hours, thereby providing a time frame within which the SCSO may be relieved. The County and Tulalip Tribes may enter into a cost-recovery agreement in the future, as County policies evolve in this area.

Officer-Involved Shootings. When an officer involved shooting or other potentially fatal use of force involves a TPD officer acting within the boundaries of the Tulalip Reservation, then:

- TPD agrees to participate in the SMART protocol;
- The Tribal Police Chief will respond to assist the officer;
- The Tribal Police Chief will request that the SCSO respond to secure the site to prevent any taint or appearance of impropriety; and
- When the shooting involves a County deputy sheriff, existing County procedures will apply.

Suspect Interviews. The TPD understands that SCSO deputies will need to interview tribal members on the Tulalip Reservation when investigating crimes that occurred off the Reservation. The SCSO agrees to notify the Tulalip Police Chief when this occurs, as a courtesy.

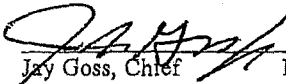
Search Warrants. The SCSO and TPD recognize that warrants for trust and tribally owned land ideally will need to be obtained in both tribal and federal court. A state court warrant for a state crime committed off the Tulalip Reservation is adequate for trust or tribally owned land. *Nevada v. Hicks*, 533 U. S. 353 (2001). The parties agree to use their best judgement in obtaining warrants. The Tulalip Tribes will honor state warrants.

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

John Lovick, Sheriff Date



Jay Goss, Chief Date