

**COOPERATIVE PUBLIC SAFETY AGREEMENT
BETWEEN
THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION
AND
THE WASHINGTON STATE PATROL**

This Cooperative Public Safety Agreement (hereinafter "Agreement") is entered into between the Confederated Tribes and Bands of the Yakama Nation (hereinafter the "Yakama Nation"), a federally recognized sovereign Nation pursuant to the Treaty with the Yakamas of 1855 (12 Stat. 951), and the State of Washington (hereinafter the "State"). The Yakama Nation and the State may be collectively referred to herein as the "Parties," and each may be referred to as a "Party."

I. RECITALS

WHEREAS, the Yakama Nation and the State respect the sovereignty and political integrity of each other, and each desires to have an agreement reflecting a full government-to-government relationship in regard to law enforcement protocols on the Yakama Reservation (hereinafter the "Reservation"); and

WHEREAS, the Yakama Nation possesses inherent powers of self-government and rights reserved by the Treaty with the Yakamas of June 9, 1855, 12 Stat. 951; and

WHEREAS, the Washington State Patrol (hereinafter the "WSP"), the police agency for the State as recognized and defined in Title 43.43 of the Revised Code of Washington ("RCW"); and

WHEREAS the Yakama Nation and the State acknowledge a need for timely and effective law enforcement and public safety across the Reservation, and recognize it is to the mutual benefit of both Parties to form a cooperative working relationship between the Yakama Nation Police Department (hereinafter "YNPD") and WSP to secure the peace, health, and safety of all persons, whether Indian or non-Indian, who reside within, travel to, or travel through the Reservation; and

WHEREAS, in consideration the above-recitals, the Yakama Nation and the State enter into this Agreement that creates comprehensive law enforcement operational protocols and fosters greater cooperation among WSP and YNPD to serve a mutual commitment to timely and effective law enforcement and public safety.

NOW, THEREFORE, BE IT RESOLVED THAT THE YAKAMA NATION AND THE STATE AGREE AS FOLLOWS:

II. DEFINITIONS

For purposes of this Agreement, the following definitions apply:

- A. "Indian" means a person who is an enrolled member of a federally-recognized Indian tribe in the United States.
- B. "Non-Indian" means a person who is not an enrolled member of a federally-recognized Indian tribe of the United States.
- C. "WSP officer" means an individual employed by the Washington State Patrol, who is authorized to act as a general authority Washington peace officer under RCW 43.43.030 and who might also have a Special Law Enforcement Commission pursuant to an agreement between WSP and the Bureau of Indian Affairs.
- D. "Yakama Reservation" or "Reservation" means the roadway on Highway 97, 22, or 223 within the exterior boundary of the Yakama Reservation.
- E. "Employing agency" means the law enforcement agency that employs the officer.
- F. "Tribal officer" means an individual employed by the Yakama Nation and commissioned as a law enforcement officer for the Yakama Nation Police Department.
- G. "Dispatch Unit" means the dispatch unit operated by the Washington State Patrol.
- H. "Tribal Dispatch Unit" means the dispatch unit operated and overseen by the Yakama Nation.
- I. "Special Law Enforcement Commission" or "SLEC" means the law enforcement commission issued by the Bureau of Indian Affairs to other Federal, State, local and Tribal law enforcement officers that allows such officer to enforce applicable federal criminal statutes in areas as defined in 18 U.S.C. § 1151.

III. OPERATIONAL PROTOCOLS FOR LAW ENFORCEMENT ACTIVITIES ON THE YAKAMA RESERVATION

A. Dispatch of Incoming Calls in Exigent Circumstances

Upon receiving an incoming call for service on the Yakama Reservation for which exigent circumstances do not allow for an assessment of whether the persons involved are Indian or non-Indian (e.g., prompt action necessary to prevent imminent danger to life or serious damage to property, or to forestall the imminent escape of a suspect or destruction of evidence), the dispatch unit receiving the call will dispatch the nearest available State, county, local, or Tribal law enforcement officer(s).

B. Dispatch of Incoming Calls in Non-Exigent Circumstances

When an incoming call for service on the Yakama Reservation does not present an exigent circumstance as set forth in Section III. A of this Agreement, then in addition to the usual information gathered, the dispatch unit receiving the call shall attempt to determine the Indian status of the persons involved.

1. If information communicated to the dispatch unit indicates that the key parties to the incident (to include the suspect) are Indian, then whichever dispatch unit received the call will relay the information directly to the Tribal dispatch unit. In such a case, it will be the responsibility of Tribal dispatch unit to notify or dispatch Tribal officers.
2. If information communicated to the dispatch unit indicates that the key parties to the incident are non-Indian, then the dispatch unit receiving the call will relay the information directly to the appropriate state, county, or city dispatch unit. In such a case, it will be the responsibility of the contacted state, county, or city dispatch unit to notify or dispatch officers.
3. If the information communicated to the dispatch unit receiving the call suggests that the key parties to the incident are either unknown as to Indian/non-Indian status, or involve both Indians and non-Indians, then the dispatch unit receiving the call shall relay the information to the Tribal dispatch unit, as well as the appropriate non-Tribal dispatch unit.

C. Washington State Patrol Officer Contacts on the Yakama Reservation

A WSP officer may contact any person or vehicle, including Indians, on the Yakama Reservation upon a reasonable suspicion of criminal activity or traffic violation.

1. Secure Public and Officer Safety

In all contacts, the WSP officer shall first secure public and officer safety. During any contact on the Yakama Reservation, including with Indians, a WSP officer should attend to officer safety concerns in the same manner as the officer may do under the search and seizure laws of United States and Washington. This includes that the WSP officer may conduct a protective frisk of the suspect and area in the suspect's immediate control, if the officer reasonably believes that the suspect may be armed.

2. Preliminary Determinations -- Indian Status and Level of Offense

Upon contact with an individual on the Yakama Reservation where exigent circumstances do not make such preliminary inquiries unreasonable, or as soon after the exigency has ended as reasonably possible, a WSP officer will take reasonable investigative steps to determine the Indian/non-Indian status of a person suspected of a criminal offense, non-criminal traffic offense, or other civil infraction. If a

suspect claims to be an Indian, then the WSP officer will request proof of enrollment. If a suspect claims to be an Indian, but is unable to present proof of enrollment, the WSP officer will call the Tribal dispatch unit who will verify the enrollment status of the suspect.

The WSP officer will use his or her professional judgment to identify a preliminary level of offense (felony, misdemeanor, etc.).

3. Enforcement Protocols by SLEC Certified WSP Officers on the Yakama Reservation

- a. Verified Indian Suspect and Offense Level is Criminal. Where the WSP officer contacts a suspect who is verified as an Indian based on proof of enrollment or verification by Tribal dispatch, and the offense is criminal, the WSP officer will request Tribal officer response to the scene when appropriate so a Tribal officer may assume control and processing of the Indian suspect(s). If the WSP officer requests a Tribal officer's response to the scene, the WSP officer will detain and control the Indian suspect(s) until the Tribal officer arrives.

If a Tribal officer is not readily available when requested by the WSP officer, and the WSP officer holding a Special Law Enforcement Commission determines that arrest for a criminal offense under 18 U.S.C. § 1152 or 1153, or any other applicable federal criminal law, is necessary or may serve the interests of public safety, then the WSP officer may detain and transport the Indian suspect to the Yakama Nation Correctional Facility, to be held for release to Tribal or Federal authorities. In such a case, the WSP officer will promptly submit a preliminary case report to the Tribal Authorities, and if the crime is a felony, then the WSP officer will provide a copy of the case report to the United States Attorney.

- b. Verified Indian Suspect and Offense Level is Non-Criminal Traffic or Other Civil Infraction. Where the WSP officer contacts a suspect who is verified as an Indian based on proof of enrollment or verification by Tribal dispatch, and the offense is non-criminal traffic or other civil infraction, the WSP officer will request Tribal officer response to the scene so a Tribal officer may assume control and processing of the Indian suspect(s).

The WSP officer will detain and control the Indian suspect(s) until the Tribal officer arrives. If a Tribal officer is not readily available, and the stop is based on a non-criminal traffic offense or other civil infraction, then the WSP officer may release the suspect and clear the scene.

- c. In all circumstances not described in paragraphs (II)(C)(3)(a) or (II)(C)(3)(b), the WSP officer should conduct the contact, and any enforcement action arising from it, pursuant to the scope of the WSP officer's state and/or federal commission(s), and the training and protocols prescribed by the WSP.

D. Mutual Assistance

1. WSP, through its duly designated and employed officers, agrees to assist and aid Tribal officers when called upon as provided in Section III. D. 1-5. YNPD, through its duly designated and employed Tribal officers, agrees to assist and aid WSP officers when called upon. Each employing agency will cover the cost of investigations conducted by its officers.
2. Upon receipt of a request for assistance, the responding Party will provide the requested assistance unless it determines, in its sole discretion, that it does not have the available resources to provide the requested assistance.
3. The commanding officer of the responding Party may at any time decide to terminate the mutual assistance as to vehicles, equipment, and personnel of the responding Party to reduce the aid being provided at any time. The responding officers are under the direction and control of the employing agency as provided in Section IV. A.
4. In rendering mutual law enforcement assistance, each Party shall be responsible for the provision and maintenance of its own equipment, materials, and supplies except in cases of emergency wherein it appears to the officers involved that the sharing or use of equipment is necessary or proper.
5. After occurrences in which mutual assistance was given, each Party shall exchange with the other Party all reports arising out of such occurrence when requested by the other Party; provided that nothing in this section shall be interpreted to waive, limit, or remove the duty of confidentiality imposed or allowed by applicable law(s) as to such reports or the contents thereof. When the WSP receives a public records request for a YNPD report, the WSP will provide 10 business days' notice to the YNPD of the request. The WSP may release the report after the 10 business days' notice absent an order enjoining disclosure.

E. Prosecution and Cooperation

1. The Parties to this Agreement will cooperate to facilitate timely and effective prosecution in Tribal, state, and/or federal court. Each party will make arrangements for their officers, dispatchers, and employees to provide testimony in all jurisdictions as appropriate. In cases where conflicts arise and an officer/employee is unable to attend court, an effort should be made to contact the proper court personnel, as well as the supervisor of the officer/employee's employing agency, as soon as practicable. The officer/employee shall follow his/her own department's rules regarding court appearances.

2. Each Party will pay its own incurred overtime and expenses associated with its officers/employees providing cooperation or traveling to testify or testifying. It is also contemplated that the chief law enforcement officer for each Party shall direct and require his officers to travel and testify, with subpoena, to the court with jurisdiction.

IV. OVERSIGHT, ADMINISTRATION, LIABILITIES AND NEGATIVE DECLARATIONS

A. Chain of Command, Status and Supervision of Law Enforcement Officers

The chain of command for the officers and employees of the Parties to this Agreement are unchanged by this Agreement. Officers and employees will continue to report to, and be accountable to, the superiors, direction, control, training, regulations, and policies of their employing agency exclusively.

Each law enforcement officer acting under this Agreement remains the employee of the Party who hired the officer and is not an employee of any other Party to this Agreement.

B. Cooperation, Periodic Meetings, and Conflict Resolution

1. In the interest of encouraging a collaborative approach to law enforcement and to encourage communication between the Parties, the Parties must meet at least once annually by the anniversary of the effective date of this Agreement, and more frequently if needed, to discuss cooperation under, and administration of, these Protocols. Either Party may call a meeting, and each Party will make reasonable efforts to participate.

2. The Parties commit to meeting, collaborating, and attempting to resolve among themselves any concerns about the terms or implementation of this Agreement, or concerns regarding the SLEC of a particular WSP officer. If either Party calls for a meeting to discuss a time-sensitive concern, then the Parties agree to make themselves available for such a meeting within fifteen (15) calendar days of the call for the meeting.

C. Liabilities and Indemnities

1. Each Party to this Agreement agrees that it will assume responsibility for the actions, inactions, or negligence of its own officers, employees or agents arising out the performance of activities contemplated by this Agreement. However, under no circumstance may any Party to this Agreement, its officers, employees, agents and assureds, assume responsibility or be held liable for the actions, inactions, or negligence of another law enforcement agency's officers, employees or agents that are performed under color of this Agreement.

2. The parties to this Agreement agree to mutually indemnify and hold each other harmless from any and all liability, loss, damage, or claims, of any description, which result from the actions, inactions, negligence of their employees, officers, and/or agents, that each may suffer arising out of, or in connection with, this Agreement.
3. Any claim of tort against the State of Washington, the WSP, or the officers, employees, or agents of the WSP, arising out of, or in connection with, the existence of this Agreement shall be brought in State Superior Court pursuant to chapter 4.92 RCW exclusively.
4. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement officers.

D. Negative Declarations

1. Nothing in this Agreement, or in any future amendments, may be interpreted either expressly or impliedly, as constituting a waiver, alteration, or otherwise a diminishment of the Yakama Nation's sovereign rights, privileges, remedies, or services guaranteed by the Treaty with the Yakamas of 1855 (12 Stat. 951).
2. Nothing in this Agreement, or in any future amendments, may be interpreted either expressly or impliedly, as constituting a waiver of sovereign immunity of either the Yakama Nation or the State.
3. Nothing in this Agreement will be deemed as a concession by either Party to this Agreement as to any other Party's jurisdictional claims or an admission of the same, a waiver of the right to challenge such claims at any time, or otherwise prejudice the right of the Parties to this Agreement to challenge the regulatory or adjudicatory jurisdiction of the other Party to this Agreement.
4. Notwithstanding Section IV. C relating to indemnification, nothing in this Agreement may be read as waiving or limiting any defenses to claims of liability otherwise available to the Parties' employees, officers, and/or agents.
5. Nothing in this Agreement may 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, federal or Tribal law, or to subject the parties to any liability to which they would not be subject by law.
6. Nothing in this Agreement may be construed to constitute a defense, ground for suppression of evidence, or basis for dismissal of any criminal action.

7. Nothing in this Agreement creates any substantive or procedural right or benefit, civil or criminal, in favor of any person or entity not a Party to this Agreement.

8. Nothing in this Agreement shall be deemed a consent by the State, the WSP, nor any of its officers, employees, or agents to jurisdiction in Yakama Nation Tribal Court for any action or request for relief, either civil or criminal, against the State, the WSP, or any of its officers, employees, or agents, acting in an official capacity.

9. Nothing in this Agreement shall be referenced by either party, produced as evidence by either party, or used in any way by either party in relation to any legal proceeding of any kind, whether administrative, judicial, or of some other legal nature.

V. GENERAL PROVISIONS

A. Amendments

This Agreement may not be altered, changed, or amended, except by written instrument executed by all Parties and attached hereto. This Agreement may be amended at any time provided the amendment(s) are in writing and signed by all Parties to the Agreement.

B. Termination and Withdrawal

This Agreement may be terminated at any time upon written consent of both Parties. Either Party may terminate this Agreement by giving written notice of the termination to the other party by certified mail at least fourteen (14) calendar days prior to termination. In the event that any part of this Agreement is held invalid or unenforceable, then any Party may withdraw from this Agreement immediately by giving written notice of withdrawal to the other Party.

C. Notices

All notice and other communications required to be given hereunder by the Parties to this Agreement must be in writing, with return receipt provided, but may include electronic, US Mail, or other reputable delivery service. If notice is provided in person, then written confirmation of the notice must be made within twenty-four (24) hours.

D. Independent Status of the Parties

The Parties to this Agreement, in the performance of it, will be acting in their individual capacities, and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one Party shall not be considered or construed to be the employees or agents of any other party for any purpose whatsoever.

E. Effective Date and Term

This Agreement becomes effective upon the execution by the Parties. The Agreement is for a term of four (4) years unless earlier terminated as provided in Section V.B. of this Agreement. Prior to the expiration of the Agreement, or upon its termination, the Parties may agree to the renewal of the Agreement for a term agreed upon by the Parties.

F. Filing Requirements

As necessary, executed copies of this Agreement shall be filed with the appropriate authorities in accordance with RCW 39.34.040.

G. Savings Clause

The provisions of this Agreement are severable and should any provision be held invalid or unenforceable, the remainder of the Agreement is to remain in effect, unless terminated as provided in Section V.B. of this Agreement.

H. Integration

This Agreement contains all the terms and conditions agreed upon by the Parties, except the federal SLEC agreements between each respective Party to the Agreement and the BIA. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to bind any of the Parties.

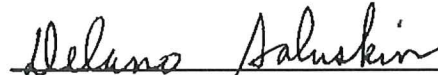
I. Keep Washington Working Act

Under Washington's recently passed Keep Washington Working (KWW) law, the WSP is generally prohibited from enforcing federal immigration law. See RCW 10.93.160. This prohibition is in recognition of the fact that, standing alone, an individual's unauthorized presence in the United States is not a violation of state or local law. Thus, neither WSP nor any of its members may contract in any way to provide civil or non-criminal immigration enforcement assistance, including through agreements for task force participation, mutual aid, data sharing, communications dispatch, or any other agreement that shares resources and/or provides data as described herein.

Therefore, to comply with KWW, the Yakama Nation shall not use or share WSP resources and/or data, including any individuals' personal information ascertained by the WSP or its personnel, with any third parties or to support or engage in civil or non-criminal immigration enforcement activities.

The prohibition on information sharing includes place of birth, present location, release date from detention, if applicable, and family members' names, absent a court order, judicial warrant, or as may be required by the Public Records Act (PRA), chapter 42.56 RCW. Incidents of disclosure of such personal information shall be considered a breach of this Agreement and shall be reported to a designated WSP official.

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION



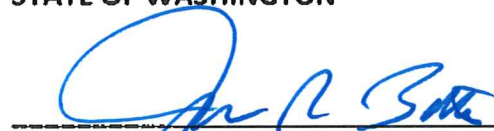
Delano Saluskin, Chairman
Yakama Nation Tribal Council



James Shike, Public Safety Commissioner
Yakama Nation Police Department

DATED this 8th day of April, 2021

STATE OF WASHINGTON



John R. Batiste, Chief
Washington State Patrol

DATED this 12th day of April, 2021