

**INTERLOCAL AGREEMENT  
SHOALWATER BAY INDIAN TRIBE AND  
THE PACIFIC COUNTY SHERIFF'S OFFICE**

**Shoalwater Bay Indian Tribe  
and  
Pacific County Sheriff's Office**

This agreement is entered into under:

The Inter-local Cooperation Act (Chapter 39.34 RCW); Washington Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW); and the Tribal Police Officers Act (Chapter 10.93.02 RCW); between the Pacific County Sheriff's Office (hereinafter Sheriff) and the Shoalwater Bay Indian Tribe (hereinafter Tribe), in order to provide mutual aid as provided herein.

WHEREAS, law enforcement agencies have the responsibility to protect lives, protect property, to keep the peace; and

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

WHEREAS, it is necessary and desirable that a cooperative agreement is executed for the purpose of effectuating efficient law enforcement within the boundaries of the Tribe's reservation; and

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

WHEREAS, it is intended that tribal police officers who (1) have successfully completed the requirements of Chapter 43.101.157 RCW; (2) are employed by a tribal authority that has provided sufficient proof of insurance to the Office of Financial Management for the State of Washington and Pacific County; and (3) are in all other respects qualified to act as a peace officer under Chapter 10.92 RCW, shall be eligible to act as a general authority Washington peace officer as provided under the law and this Agreement within the boundaries of the Tribe's reservation; and

WHEREAS, this understanding shall not impair the authority of any officer who has acted pursuant to a special commission separately granted by the Sheriff;

NOW, THEREFORE,

Parties agree to the following:

**1. ADMINISTRATIVE CONSIDERATIONS**

The parties shall comply with Chapter 10.92 RCW.

## **2. PEACE OFFICER AUTHORITY**

A Tribal officer who is authorized hereunder shall be recognized and authorized to act as a general authority Washington peace officer pursuant to Chapter 10.92 RCW within the boundaries of the Tribe's reservation. All of the activity of that officer pursuant to that authority shall be in accord with the laws of Shoalwater Bay Tribe, the State of Washington and the United States of America. To the extent that Tribal officers act with the cooperation, assistance or direction of the Sheriff, Tribal officers must follow the requirements of the Washington State Constitution and the laws of the State of Washington.

Nothing in this agreement shall affect the current authority of non-tribal police officers to exercise proper authority to enforce state laws within the boundaries of the Tribe/Nation.

## **3. DECERTIFICATION OF PEACE OFFICER AUTHORITY**

The parties agree to notify all signatories and the county and Tribal prosecutor's offices by the next business day, in writing, should their officer become decertified.

## **4. BRADY NOTIFICATION**

The parties shall timely provide Brady material.

## **5. TRIBAL AUTHORITY**

Tribal law enforcement officers shall remain under the control of the Tribe and this agreement imposes no affirmative obligation on them to act as cross-commissioned officers. The agreement does, however, direct the manner in which they shall act when serving as cross-commissioned officers of the Pacific County Sheriff's Office. This Agreement shall not expand or limit the authority or jurisdiction of any city, county, state, federal or Tribal court or other government authority.

## **6. GEOGRAPHIC AUTHORITY**

The authority granted herein shall be coextensive with the exterior boundaries of the Tribe's reservation.

## **7. NO AGENCY OR EMPLOYEE STATUS**

The authority granted herein shall not create an agency or employee status between the Tribal officer and Pacific County.

## **8. SOVEREIGNTY RETAINED**

Except as articulated in Section 28 of this Agreement, nothing in this Agreement shall affect the existing status and sovereignty of either party.

## **9. STATE AND LOCAL ENFORCEMENT**

Nothing in this Agreement limits, impairs or otherwise affects the existing authority of state or local law enforcement officers to enforce state law within the exterior boundaries of an Indian reservation or to enter Indian country in fresh pursuit, as defined in Chapter 10.93.070 RCW.

## **10. RATIFICATION, DURATION, AMENDMENTS, RENEWAL OF AGREEMENT, WITHDRAWAL and ARBITRATION**

This Agreement is in effect until December 31, 2018.

This Agreement is not deemed to be in force unless ratified by the appropriate legislative and/or governing bodies of each party.

If either party's legislative/governing body fails to ratify the Agreement within 30 days, the parties agree to make an effort to work toward ratification for an additional 30 days to complete the Agreement.

It is recognized that special circumstances arise from time-to-time. Therefore, amendments to the Agreement can be accomplished at any time on consent and signature of all parties involved. Approved and signed amendments shall be attached to the original document.

An amendment in the form of a new signature page is required when leadership/signatory changes occur. It is the responsibility of the party who experiences the change to accomplish and distribute a new signature page as described in AGREEMENT DISTRIBUTION below within 30 days of the change. The amendment shall be attached to the original document.

The parties agree to meet prior to the expiration of the Agreement in order to reach a new Agreement

Either party may terminate this Agreement for cause by providing written notice to the other party of the intent to terminate the Agreement. Unless the request to terminate is withdrawn, the Agreement will then terminate at midnight on the 30<sup>th</sup> day. The parties agree to meet in an attempt to settle differences.

## **11. AGREEMENT DISTRIBUTION**

The parties agree that current and signed copies of this Agreement and copies of any signed amendments to this Agreement will be retained by each party. Furthermore, each party will send copies of the most current Agreement and amendments to the Office of Financial Management for the State of Washington and to the Washington Criminal Justice Training Commission as soon as possible after the signing of a new Agreement or amendments.

## **12. FIELD OPERATIONS**

The parties may create separate documents providing for field operation protocols, 911 protocols, and fire operation protocols.

## **13. CERTIFICATION**

The Tribe shall notify the Sheriff when a Tribal officer has been certified pursuant to Chapter 10.92 RCW. The notification shall be in writing and shall be delivered to the Sheriff within 10 days of certification.

Each party shall provide the Criminal Justice Training Commission with documentation for the fulfillment of the certification and revocation process.

The parties agree that the Sheriff may commission Tribal officers. In the event that the Sheriff does commission a Tribal officer, the Tribe agrees to a limited waiver of sovereign immunity and to comply with the requirements for insurance pursuant to Section 28 of this Agreement.

Nothing in this Agreement requires a party to cross-deputize an officer.

A party may suspend or revoke the authority of any officer to exercise commissions granted by the other party. A party shall notify the other party within 24 hours, in writing, of any suspension or revocation.

Upon the decertification of any officer, the parties shall notify each other and the county and Tribal prosecuting attorneys in writing within 24 hours.

#### **14. TRAINING**

Any officer who is subject to this Agreement or otherwise cross-commissioned, shall meet the minimum standards for State certification. Both parties are responsible for on-going training as required.

#### **15. RIGHT OF FIRST REFUSAL and RESPONSIBILITY**

The parties agree that when life or property is in jeopardy, the closest officer(s) will respond. It will be the initial responding officer's responsibility to first protect life and property, then to establish the agency of jurisdiction. The agency of jurisdiction will be consulted, as safety allows, to determine who will conduct further law enforcement involvement.

Operations requiring a joint operation of agencies will be directed by the agency of jurisdiction unless otherwise agreed upon.

#### **16. INVESTIGATIONS, WARRANTS and ARREST**

Any investigation, warrant activity or arrest shall be in accordance with applicable Tribal, state or federal law.

#### **17. REPORTING**

All personnel will submit required reports to the agency of jurisdiction.

#### **18. EVIDENCE and PROPERTY RECEIPTING, SAFEGUARDING and RETENTION**

Retained evidence and/or property shall be properly receipted. A complete inventory sheet shall be kept for all retained evidence.

All evidence and/or property so receipted shall be safeguarded and maintained in a secure environment that may be accessed for viewing. A list of all persons with access to the secure environment shall be kept. A log of the removal and return of any evidence or property shall include the personnel and time.

No evidence or property shall be released except upon written court order or a written directive of the prosecuting attorney or the Tribal Chief of Police, or his or her designee.

**Policies regarding unclaimed property shall conform to Chapter 63.40 RCW.**

#### **19. REFERRAL TO PROSECUTING AUTHORITY**

For any matter which is going to be prosecuted in the Pacific County court, a Tribal police officer shall submit relevant paperwork to the Pacific County Prosecuting Attorney's Office for charging. Whenever

any matter is referred to the Prosecuting Attorney's Office, a Tribal police officer must provide necessary paperwork within the timelines required by the prosecuting attorney and applicable court rules.

## **20. FOLLOW-UP INVESTIGATION**

The parties shall conduct whatever follow-up investigation is needed and requested. The lead agency will be determined by a verbal agreement between the Chief of Police of the Shoalwater Bay Police Department and a Lieutenant or above from the Pacific County Sheriff's Office.

## **21. WARRANT SERVICE**

The parties shall assist one another, when requested, in the execution of search warrants and arrest warrants properly issued by the jurisdiction. Execution of any warrant shall be governed by applicable State and Federal law.

## **22. SUBPOENA and DISCOVERY**

All rules of discovery in a criminal case shall apply and personnel will be subject to subpoena or other court process.

## **23. PRE-TRIAL INTERVIEWS and MOTIONS**

Personnel shall be available at reasonable times and upon reasonable notice for any pre-trial interviews, depositions or motions.

## **24. JAIL**

The Sheriff's Office will be responsible for all costs associated with non-Indians booked into the Pacific County Jail by Tribal officers. Tribal officers will follow all booking procedures of the Pacific County Sheriff's Office.

## **25. PROSECUTION and COURTS**

Cases will be adjudicated through the appropriate court of jurisdiction. Cases prosecuted in Pacific County courts that emanate within the boundaries of the Tribe will be treated in the same manner as other similar cases.

## **26. RESOLVING CITIZEN COMPLAINTS**

The parties agree to each maintain a process that will accommodate citizen or other agency complaints regarding their personnel.

## **27. EXTRAORDINARY COSTS**

The parties shall enter into a separate Local Agreement on Extraordinary Costs.

## **28. GOVERNING LAW, VENUE and LIMITED CONSENT TO SUIT**

**Section XIV Severability/Duration of Commissions**

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected. Because the source of legal authority to grant, revoke, and suspend the commissions described in this Agreement is separate from and independent of the terms of this Agreement, the invalidity of all or any portion of this Agreement shall have no effect on the validity of such commissions, which shall remain in effect until suspended or revoked at the discretion of the SHERIFF or his designee.

**Section XV Previous Agreements**

This Agreement shall supersede and render null and void any previous agreements between the TRIBE and the COUNTY pertaining to the commissioning by the SHERIFF or his designee of tribal law enforcement officers.

The effective date of this Agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SHOALWATER BAY INDIAN TRIBE**

\_\_\_\_\_  
Charlene Nelson, Chairperson

**PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Steve Rogers, ~~Chairman~~ Commissioner

ATTEST:

\_\_\_\_\_  
Marie Guernsey, Clerk of the Board

\_\_\_\_\_  
Frank Wolfe, ~~Commissioner~~ Chairman

\_\_\_\_\_  
Lisa Ayers, Commissioner

**PACIFIC COUNTY SHERIFF**

\_\_\_\_\_  
Scott L. Johnson, Sheriff