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**INTERLOCAL COOPERATIVE LAW ENFORCEMENT AND
CROSS-DEPUTIZATION AGREEMENT BETWEEN
CLALLAM COUNTY
AND
THE MAKAH INDIAN TRIBE**

This Agreement to provide mutual law enforcement assistance is entered into between CLALLAM COUNTY (hereinafter "County"), a political subdivision of the State of Washington, and the MAKAH INDIAN TRIBE (hereinafter "Tribe"), a federally recognized Indian Tribe through the 1855 Treaty of Neah Bay, organized pursuant to the Indian Reorganization Act, 25 U.S.C. §476, with a Constitution and By-Laws approved by the Secretary of Interior. Both parties are "public agencies" as defined in RCW 39.34.020, Washington's Interlocal Cooperation Act.

RECITALS

WHEREAS, the Makah Reservation (hereinafter "Reservation") is wholly located in Clallam County, Washington; and

WHEREAS, other Off-reservation Indian Trust Land, as defined herein, is also located within Clallam County, Washington; and

WHEREAS, the County and the Tribe have certain law enforcement powers on Reservation lands and Off-reservation Indian Trust Land; and

WHEREAS, the County and the Tribe recognize that each has the responsibility for protecting human life and property and to preserve the peace within their respective jurisdictions; and

WHEREAS, the County and the Tribe agree that effective law enforcement depends on a cooperative approach for their mutual aid and to enhance public safety for all persons and property within the Reservation, on Off-Reservation Indian Trust Lands, and within the County; and

WHEREAS, the County and the Tribe each desire to enter into this Cooperative Agreement to effectuate efficient law enforcement within their respective jurisdictions and intend to memorialize this mutual desire in the form of Resolutions by their respective governing bodies to approve this Agreement; and

WHEREAS, this Agreement establishes a process by which the Makah Tribal Police Chief may grant Tribal Police Commissions to members of the Clallam County Sheriff's Office and the Clallam County Sheriff's Office may grant law enforcement commissions to members of the Makah Tribe's Police Department; and

WHEREAS, all officers commissioned under this Agreement must meet the standards of RCW 10.93 and the Training Standards adopted by the Washington State Criminal Justice Training Commission; and

WHEREAS, the Tribe and the County each respect the sovereignty and political integrity of the other, and each desires to have an agreement reflecting a full government--to-government relationship regarding criminal jurisdiction and the Mutual Aid of Peace Officers Powers Act.

NOW, THEREFORE, this Agreement is entered into under the Washington Interlocal Cooperation Act (RCW 39.34 et seq.), the Washington Mutual Aid Peace Officers Powers Act (RCW 10.93), and ARTICLE VI, SECTION 1(a) of the Constitution of the Makah Tribe, 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 Tribe who meets the standards of RCW 10.93, the Training Standards adopted by the Washington State Criminal Justice Training Commission and who is granted a special commission by the Clallam County Sheriff's Office to exercise the powers of a general authority Washington peace officer under RCW 10.92.020.
- b. "Approved Deputy Sheriff" means a law enforcement officer employed by the County who meets the standards of RCW 10.93, the Training Standards adopted by the Washington State Criminal Justice Training Commission, satisfies accreditation requirements of the Washington Association of Sheriffs and Police Chiefs, and who is granted a special commission by the Makah Tribal Police Chief.
- c. "Designated Offenses" means all violations of the laws of the United States, State, County, City or Tribe, whether civil or criminal, and of any Traffic Code adopted by the County or the Tribe.
- d. "Clallam County Sheriff's Office Special Commission" means a Clallam County Sheriff's Office special commission granted in writing to an Approved Tribal Officer by the Clallam County Sheriff's Office in accordance with this Agreement.
- e. "Makah Tribal Police Special Commission" means a Makah Tribal Police Department special commission granted in writing to an Approved Sheriff Deputy by the Makah Tribal Police Chief in accordance with this Agreement.
- f. "Reservation" means the Makah Reservation and all territory within the exterior boundaries thereof, including, without limitation, all roads, rights of way, easements and waterways within such exterior boundaries.
- g. "Off-reservation Indian Trust Land" means land, other than land within the Reservation, held by the United States in trust for the Tribe or for members of the Tribe.
- h. "Indian" means a member of the Makah Tribe or any other federally recognized Indian tribe.

1. Jurisdiction Preserved.

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

2. Issuing Special Commissions.

a. Clallam County Sheriff's Office Special Commission.

The Clallam County Sheriff shall have the sole discretion to grant or deny County Special commissions to Makah Tribal Police Officers and will consider all requests for Special Commission submitted in writing by the Makah Tribal Police Chief. The applicant must meet all the standards required for a Clallam County Sheriff's Field Deputy then in effect. The Clallam County Sheriff will not issue a special commission to an individual officer of the Makah Tribal Police Department unless that officer meets the standards of RCW 10.93 and has completed the Washington State Criminal Justice Training Academy or its equivalent as determined by the Clallam County Sheriff's Office. The Clallam County Sheriff shall grant or deny each application in writing within a reasonable time.

b. Makah Tribal Police Commissions.

The Makah Tribal Police Chief shall have the sole discretion to grant or deny Tribal police commissions to Clallam County Sheriff's Office deputies and will consider all requests submitted in writing. The applicant must meet all the standards required for a Makah Tribal Police Officer then in effect. The Makah Tribal Police Chief will not issue a special commission to an individual deputy of the Clallam County Sheriff's Office unless that deputy meets the standards of RCW 10.93 and has completed the Washington State Criminal Justice Training Academy or its equivalent as determined by the Makah Tribal Police Chief. The Makah Tribal Police Chief shall grant or deny each application in writing within a reasonable time.

3. Suspension and Revocation of Special Commissions.

a. The Clallam County Sheriff shall have the sole discretion to revoke or suspend any special commission to Tribal Police Officers under this Agreement. Such suspension or revocation shall be communicated immediately to all parties and shall be confirmed by the Clallam County Sheriff in writing to the Makah Tribal Police Chief on the next business day.

b. The Makah Tribal Police Chief shall have the sole discretion to revoke or suspend any special commission to Clallam County Sheriff's Deputies under this Agreement. Such suspension or revocation shall be communicated immediately to all parties and shall be confirmed by the Makah Tribal Police Chief in writing to the Clallam County Sheriff on the next business day.

4. Scope of Powers.

a. Makah Tribal Police Commissions granted under this Agreement shall authorize an Approved Deputy Sheriff to exercise on the Reservation and on Off-reservation Trust

Lands, all powers of a Makah Tribal Police Officer pursuant to applicable law when acting under invitation or at the request of the agency of jurisdiction, under exigent circumstances as set out in subsection c. of this section, or to provide assistance with special events, or as part of collaborative enforcement efforts.

b. Clallam County Sheriff's Office commissions granted under this Agreement shall authorize an Approved Tribal Officer to exercise within the County, including on the Reservation and on Off-reservation Trust Lands, all powers of a general authority peace officer pursuant to applicable law when acting under invitation or at the request of the agency of jurisdiction, under exigent circumstances as set out in subsection of this section, or to provide assistance with special events, or as part of collaborative enforcement efforts.

c. An Officer acting under a special commission granted under this Agreement may act without prior request of the agency of jurisdiction only under exigent circumstances and in accordance with the procedures set out in Section 8.c. of this Agreement. Each jurisdiction's highest-ranking law enforcement officer (either the Makah Tribal Police Chief or the Clallam County Sheriff), or his or her designee, shall be notified of the exercise of this special commission at the earliest possible opportunity.

d. The powers authorized by special commission under this Agreement do not include the investigation or enforcement of either Tribal, State, or Federal laws involving game, wildlife, fisheries, forest or other natural resources protection.

5. Out-of-Jurisdiction Law Enforcement Assistance.

Pursuant to RCW 39.34 et seq., RCW 10.93, and RCW 39.34.020, the circumstances in which the Clallam County Sheriff's Office and the Makah Tribal Police Department are authorized to render assistance in each agency's respective jurisdiction under this Agreement are the following:

- a. Life or death incidents;
- b. Accidents or incidents involving serious injury or fatality;
- c. Crime scenes involving the protection of human life;
- d. Officer in trouble or officer requesting assistance;
- e. Threats to public health or safety;
- f. Incidents directly affecting public safety or public resource protection;
- g. Felonies committed in the presence of the respective law enforcement officer;
- h. Misdemeanors committed in the presence of the respective law enforcement officer that poses a risk to the public's health or safety.

6. Exercise of Powers.

a. Approved Tribal Officers and Approved Deputy Sheriffs commissioned pursuant to this Agreement shall comply with the applicable constitutional and statutory provisions concerning enforcement of state, tribal, or federal laws, as applicable, when exercising such authority.

b. Approved Tribal Officers and Approved Deputy Sheriffs shall make referrals for prosecution resulting from exercise of a Tribal or County Sheriff's Office special commission to the Tribal Police Chief or to the Sheriff, or their respective designee. The Tribal Police Chief or the Sheriff shall make referrals to the appropriate prosecuting authority for their respective jurisdictions for further filing in the appropriate courts, whether federal, state, tribal or municipal. The parties shall make active, good-faith efforts on an ongoing basis to identify parcels of Reservation and Off-reservation Indian Trust Land where historical circumstances raise potential questions about the scope of respective Tribal or County jurisdiction, in order to better understand to which court system a matter may or must be referred for prosecution.

7. **Operational Protocols.**

a. All Approved Tribal Officers shall at all times remain under the control of the Makah Tribal Police Department and shall abide by the rules and regulations of the Makah Tribal Police Department and shall be subject to the direction of the Makah Tribal Police Chief.

b. All Approved Deputies Sheriff shall at all times remain under the control of the Clallam County Sheriff's Office, and shall abide by the rules and regulations of the Clallam County Sheriff's Office, all municipal laws and regulations, all state laws and regulations, the state and federal constitution, and shall be subject to the direction of the Clallam County Sheriff's Office.

c. In the event that an Approved Tribal Officer or an Approved Deputy Sheriff observes any emergency or life-threatening situation, the Approved Officer or Deputy Sheriff shall, if feasible, attempt to make radio contact with the appropriate jurisdiction and then shall render such aid or assistance as deemed necessary. In such circumstances, it will be implied that the jurisdiction is in need of assistance and that the Approved Officer or Deputy Sheriff is authorized by said agency to provide immediate aid or assistance without further request or delay. Any Approved Officer or Deputy Sheriff exercising powers or duties obtained as a result of this paragraph of the Agreement must give notice to the appropriate jurisdiction and submit a written report within twenty-four (24) hours. Nothing in this paragraph divests the agency of jurisdiction with the ultimate responsibility to respond and cannot refuse to respond in a timely manner.

d. The Clallam County Sheriff's Office agrees to respond to requests for emergency law enforcement assistance from the Makah Tribal Police Department within reasonable limits as determined by the Clallam County Sheriff's Office. The Makah Tribal Police Department agrees to respond to requests for emergency law enforcement assistance from the Clallam County Sheriff's Office within reasonable limits as determined by the Makah Tribal Police Chief. Such law enforcement assistance requests may include specialized personnel like search and rescue, certified scuba divers, swift water/river rescue, K-9 units, and emergency medical technicians. Each party shall assume the cost of salaries, food, gasoline and any other incidental expenses for their respective equipment and personnel, which are involved in an emergency situation. The parties may enter into a separate Local Agreement on Extraordinary Costs to address extraordinary personnel overtime, SWAT resources, helicopter/air support, and field office space.

e. In order to facilitate a better understanding of the law enforcement duties and expectations of federal, state, and tribal law enforcement personnel, the Clallam County Sheriff's Office and the Makah Tribal Police Department may develop more detailed operational and/or field protocols, including but not limited to, 911 protocols, fire operation protocols, or on-view traffic enforcement protocols.

8. Training.

a. Any officer or deputy sheriff who is subject to this Agreement or otherwise cross-commissioned shall meet minimum training standards for State certification. Each party to this Agreement is responsible for on-going training as required.

b. When feasible, but not less than once per year, the parties shall jointly participate in training of cross-commissioned personnel. A record of this training shall be documented and retained in personnel files of both agencies according to current agency policy record retention schedules. Topics may include, but are not limited to, the following:

- i. This Agreement;
- ii. Cultural education;
- iii. Agency policy and procedure;
- iv. Prosecution requirements;
- v. Court processes/ court document flow;
- vi. Constitutional issues impacting privacy generally, and to include the Indian Civil Rights Act and Washington State Constitution's ARTICLE I, Sec.7;
- vii. Federal statutes such as the Tribal Law and Order Act of 2010 (Enhanced Sentencing), the Violence Against Women Act (Special Domestic Violence Criminal Jurisdiction), and the Indian Child Welfare Act.

9. Report of Exercise of Special Commission Powers.

Any action taken by an Approved Tribal Officer pursuant to a Clallam County Sheriff's Office special commission shall be reported immediately to the Clallam County Sheriff's Office duty supervisor through PenCom Communications.

Any action taken by an Approved Deputy Sheriff pursuant to a Makah Tribal Police Department special commission shall be reported immediately to the Makah Tribal Police Department through PenCom Communications.

Pursuant to Sections 5.c. and 8.c. above, the Approved Tribal Officer or the Approved Deputy Sheriff shall provide a written report to the other agency of the action taken within twenty-four (24) hours of the enforcement action. Such a required report can be written or electronic and may include, depending on jurisdictional requirements, but is not limited to: Notice of Infractions; Criminal Citations; Incident Reports; Follow-up Reports; and any other reports required by the agency of jurisdiction.

10. Evidence and Property Receipting, Safeguarding and Retention.

Retained evidence and/or property shall be properly receipted. A complete inventory 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 maintained. A log of the removal and return of any evidence or property shall be kept and shall include the personnel and time. No evidence or property shall be released except upon a court order or a written directive of the Prosecuting Attorney or the Tribal Prosecuting Attorney, or his or her designee.

11. Prosecution/ Function as Witnesses/ Brady Evidence and Notification.

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 Clallam County Superior, District, and other Courts, the Makah Tribal Courts, or in Federal courts.

The Clallam County Sheriff's Office and the Makah 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.

The parties agree to abide by the requirements of the *Model Policy for Law Enforcement Agencies Regarding Brady Evidence and Law Enforcement Witnesses who are Employee/Officers* adopted by the Washington Association of Sheriffs and Police Chiefs and therefore, agree to provide the other with Brady material regarding any Approved Tribal Police Officer or Approved Deputy Sheriff who exercises special commission authority under this Agreement. Such Brady material shall include: (a) an approved officer/deputy sheriff's final determination by a Chief Law Enforcement Executive that said officer/deputy sheriff has a sustained or substantiated finding relating to the officer/deputy sheriff's dishonesty or untruthfulness, regardless of whether or not discipline was administered; and (b) notification to the County and Tribal Prosecutor's offices of any criminal conviction history of an officer/deputy sheriff. Such information or notices shall be given in writing and as soon as practicable.

12. 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/deputy sheriff become decertified.

13. Juveniles.

The Tribe and County agree that offenses committed by Indian juveniles on the Reservation or on Off-reservation Tribal Trust land shall be prosecuted by the Tribe at the discretion of the Tribe's Prosecuting Attorney. If an Indian juvenile is accused of a crime that occurred on the Reservation or on Off-reservation Tribal Trust land that would constitute a Class A Felony under the Revised Code of Washington, the Tribe may elect to defer prosecution of the crime by the State of Washington and to request an investigation by the Clallam County Sheriff's Office. The respective prosecution offices may refer an Indian juvenile case to the United States.

14. Warrant Service and Civil Process Service.

The Tribe and the County agree to assist one another, when requested, in the execution of search warrants and arrest warrants properly issued by the jurisdiction whose law is applicable. In cases where the County seeks service of criminal or civil papers on persons residing within Tribal jurisdiction, the Sheriff's Office Deputies may serve such papers only after consulting with a Tribal Police Chief, or his designee.

15. Detention.

The parties have executed or will execute individual Interlocal Cooperation Agreements for Jail Services for housing arrested persons to be held at either the Clallam County Corrections Facility or the Clallam County Juvenile Detention Facility.

16. Resolving Citizen Complaints.

The parties agree to each maintain and utilize a process that will accommodate citizen or other agency complaints, grievances or concerns regarding their personnel. At minimum, the process will include an inquiry and determination of whether the allegations are sustained or not sustained. All reports generated from complaints on personnel whether Founded, Unfounded, Insufficient Evidence, or other disposition, will be maintained by the appropriate investigating agency according to that party's records retention requirements.

17. Hold Harmless / Indemnification.

a. The Tribe agrees to assume all liability for the acts or omissions of Tribal Officers, their agents or employees and the Tribe expressly agrees to hold harmless, indemnify and defend Clallam County, the Clallam County Sheriff's Office, and all the elected and appointed officials, officers, agents and employees from any and all liability, loss, claim, complaint or damage, including attorney fees and reasonable costs of defense, that result from, arise out of, or are in any way connected with the acts or omissions of Tribal Officers, agents, or employees performing under color of this Agreement.

b. The County agrees to assume all liability for the acts or omissions of Sheriff's Deputies, their agents or employees and the County expressly agrees to hold harmless, indemnify and defend the Makah Tribe, the Makah Tribal Police Department, and all the elected and appointed officials, officers, agents and employees from any and all liability, loss, claim, complaint or damage, including attorney fees and reasonable costs of defense, that result from, arise out of, or are in any way connected with the acts or omissions of Sheriff's Deputies, agents, or employees performing under color of this Agreement.

c. Neither the Tribe nor the County shall be held liable for the acts or omissions of employees, agents, or representatives of the other party that are performed under color of this Agreement.

d. Obligations under this Section 18 that arise while this Agreement is in effect shall survive termination or expiration of this Agreement.

18. Insurance/ Immunities.

a. Makah Tribe.

The Tribe agrees to procure and maintain in force an occurrence-based insurance policy with commercial insurers authorized to write in the State of Washington in an amount no less than Ten Million (\$10 Million) per occurrence, for all potential liability arising from or connected with any action taken by the Tribe or its officials, employees, or representatives pursuant to this Agreement and including, but not limited to, 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 Tribe agrees to keep in force this insurance for all actions taken by the Tribe or its officials, employees, or representatives under this Agreement until such time as the protection from suit is granted by the statute of limitations. The insurance policy shall name the County, its officers and employees as "additional insured" as relates to performance under this Agreement and the County shall receive, annually, a Certificate of Insurance as evidence of this coverage together with an endorsement adding the County as an additional insured.

The parties agree that in discharging this indemnification obligation, the County shall look first to the proceeds of insurance procured by the Tribe herein and the policy of insurance obtained by the Tribe shall prohibit the insurer from asserting a defense of sovereign immunity to the claim made under the policy. The Tribe agrees to assign over to the County, at its request, any and all of its rights against the insurer to effectuate payment of its indemnification provision.

All immunities enjoyed by County law enforcement officers under state or federal law shall inure to the benefit of each Approved Tribal Officer when acting under a County Sheriff's special commission pursuant to the terms of this Agreement.

b. Clallam County.

The Tribe acknowledges that Clallam County is self-insured. The County agrees to maintain insurance coverage equivalent to coverage provided by the Tribe pursuant to this Agreement and to provide evidence of coverage to the Tribe at any time upon request.

The parties agree that in discharging this indemnification obligation, the Tribe shall look first to the proceeds of insurance procured by the County herein and any insurance policies procured by the Tribe that may provide protection or benefits to the Tribe arising out of the performance of this Agreement shall be excess.

All immunities enjoyed by Tribal law enforcement officers under State or Federal law shall inure to the benefit of each Approved Deputy Sheriff when acting under a Tribal Police special commission pursuant to the terms of this Agreement.

c. Federal Tort Claims Act.

Nothing in this Agreement shall preclude the Tribe, the County, or their respective 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 Agreement is for the benefit of the Tribe and the County and their respective officials, officers and employees only and there is no intention by the parties to confer any rights hereunder to any person, entity or third party, intentionally, unintentionally or by implication.

19. Tribe's Limited Waiver of Sovereign Immunity.

The Tribe waives its right to assert sovereign immunity as a defense to any lawsuit or complaint by the County pursuant to Section 20 of this Agreement and consents to the jurisdiction of the courts of the State of Washington to hear and resolve any such lawsuit or complaint. The Tribe and County agree that Section 20 is the sole process for remedying or resolving disputes that arise under this Agreement and that no other lawsuit or complaint is permitted other than one arising under Section 20.

20. Governing Law, Dispute Resolution, and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Any controversy, dispute, claim or counterclaim 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, equity, tort or statute, shall be resolved by final and binding arbitration, provided that the parties shall first seek to resolve any dispute through good-faith negotiation and may, on a case-by-case basis, agree to mediation prior to binding arbitration. The County recognizes that the requirement to first seek to resolve any dispute through good-faith negotiation is a jurisdictional prerequisite to the limited waiver of the Tribe's sovereign immunity contained in this section 20. The Tribe recognizes that the provisions for binding arbitration set out in this section constitute a limited waiver of the Tribe's sovereign immunity for purposes of arbitration and for enforcement of any arbitration award or judgment in the Superior Court of Washington for Clallam County.

The County or the Tribe may initiate arbitration by providing written notice of intent to arbitrate to the other party, together with a statement of the matter in controversy. It is the intent of the parties that the arbitration be conducted by a single arbitrator. If within thirty (30) days of the notice of intent to arbitrate, the parties are unable to agree upon such a single arbitrator, the County and the Tribe each may appoint an arbitrator by providing written notice of the name of an arbitrator to the other. If either the County or the Tribe 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 Tribe may apply to the Superior Court of Clallam County for the selection of a third arbitrator. 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 set out in Chapter 7.04A 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 7.04A RCW, and the laws 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 Clallam County, Washington, and enforced in the same manner as any other judgment.

Nothing in this Agreement shall be deemed or construed to confer on the arbitrator or 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 contrary to applicable law.

21. Amendment.

No changes or modifications to this Agreement shall be valid or binding upon the parties unless such changes or modifications are mutually agreed to in writing and authorized and executed by the parties in the same manner and formality as the original Agreement by authorized representatives.

22. Severability.

It is understood and agreed to by the parties hereto that if any part or provision of this Agreement, or its application to any person or circumstances, is held illegal or invalid, the remaining parts or provisions, or application of the parts or provisions of the Agreement to other persons or circumstances, shall not be affected, and the rights and obligations of the parties shall be construed as if the Agreement did not contain the illegal or invalid part. Because the source of legal authority to grant, revoke, and suspend the law enforcement special commissions described in this Agreement is separate from and independent of the terms of this Agreement, the invalidity of all or a portion of this Agreement shall have no effect on the validity of such special commission, which shall remain in effect until suspended or revoked in accordance with Section 4 hereof.

23. 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.

24. Notice.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail.

Clallam County notices shall be sent to:

Clallam County Sheriff

Clallam County Sheriff's Office 223 E. 4th Street, Suite 12

Port Angeles, WA 98362-3015

Makah Tribe notices shall be sent to:

Chief of Police

Makah Tribal Police Department

P.O. Box 115

Neah Bay, WA 98357

25. Term / Duration.

This Agreement shall commence upon execution by both parties, as signed and dated below, and shall remain in effect until either party terminates this Agreement, or the parties mutually agree to terminate, as follows. Either party may, through its authorized officials, terminate this Agreement upon sixty (60) days written notice to the other party. Termination of this Agreement by either party does not affect or diminish authority exercised prior to the effective date of such termination. Termination shall not relieve either party of its agreement herein to provide insurance without interruption or to indemnify the other party as required herein for liability or expense arising out of actions prior to the time when termination becomes effective.

26. Filing the Agreement with County Auditor and/or Posting on Website / Agreement Distribution

It is mutually agreed by the parties that this Agreement shall be filed with the Clallam County Auditor after it is signed by both parties, or in lieu thereof, posted on the official website of each party. Recording costs shall be equally borne between the parties.

It is further agreed by the parties, that each party shall within fifteen (15) days of the date of ratification of the Agreement by each party's legislative or governing body, that copies of the

Agreement shall be sent to the State of Washington's Department of Enterprise Services/Office of Financial Management and to the Washington Criminal Justice Training Commission.¹

27. Warranty.

The signers to this Agreement warrant that they have the power and authority and are duly authorized by their respective Board of County Commissioners and / or Tribal Council to enter into this Agreement on behalf of the entity for whom they execute this Agreement in a representative capacity.

EXECUTED by the Parties:

CLALLAM COUNTY

MAKAH TRIBE



Chair,
Clallam County Board of
Commissioners



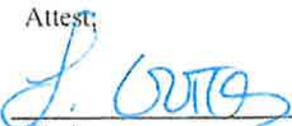
Timothy J. Greene Sr., Chairman

11/28/23

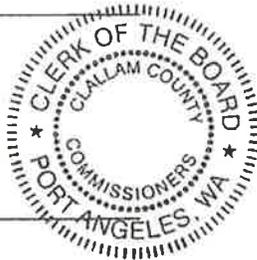
Dated

11/28/2023

Dated

Attest:


Clerk,
Clallam County Board of
Commissioners
Approved as to form:





Mark Nichols, County Prosecutor



Thomas P. Schlosser
Makah Tribal Attorney

¹ Per RCW 10.92.020(2)(a): "The appropriate sovereign Tribal nation shall submit to the Department of Enterprise Services proof of public liability and property damage insurance for vehicles operated by the peace officers and police professional liability insurance from a company licensed to sell insurance in the state. For purposes of determining adequacy of insurance liability, the sovereign Tribal government must submit with the proof of liability insurance a copy of the interlocal agreement between the sovereign tribal government and the local governments that have shared jurisdiction under this chapter where such an agreement has been reached pursuant to subsection (10) of this section." The effective date of an interlocal agreement under RCW 39.34 is contingent on the DES's finding that sufficient insurance coverage has been obtained commensurate with the scope of activities authorized by the Interlocal Agreement ("a condition precedent to its entry into force").

