

Clallam County #811-20-060

25  
7/28/20

**INTERLOCAL AGREEMENT  
JAMESTOWN S'KLALLAM INDIAN TRIBE AND  
THE CLALLAM COUNTY SHERIFF'S OFFICE**

This agreement is entered into under the following statutory authorities:

The Inter-local Cooperation Act (Chapter 39.34 RCW); Washington Mutual Aid Peace Officers Powers Act (Chapter 10.93 RCW); and the Tribal Public Safety Officers Act (Chapter 10.92.02 RCW); between the Clallam County Sheriff's Office (hereinafter "CCSO") and the Jamestown S'Klallam Indian Tribe (hereinafter "Tribe"), in order to provide mutual aid as provided herein.

WHEREAS the Tribe is a federally recognized sovereign tribal government with authority to enter into intergovernmental agreements under its Constitution, Art. VII; and

WHEREAS, the CCSO has the authority to enter into this agreement pursuant to RCW 39.34, the Interlocal Cooperation Act; and

WHEREAS, the Tribe has land held in trust and reservation status on its behalf by the United States defined as Indian Country by 18 U.S.C. § 1151, and lands held in restricted fee defined as Indian Lands by 25 U.S.C § 81, and as such are subject to Tribal criminal jurisdiction; and

WHEREAS, the State of Washington has not acquired criminal or civil jurisdiction over Jamestown Indian Country pursuant to the federal law commonly known as Public Law 280, codified at 18 U.S.C. § 1162 and 28 U.S.C. § 1360; and

WHEREAS, the Tribe wishes to improve law enforcement activities in areas subject to its jurisdiction by entering into this agreement ("Agreement") with Clallam County ("County") for the enforcement of Tribal Law by the CCSO; and

WHEREAS, the CCSO is the primary general Washington State ("State") law enforcement agency in the area, and the first response entity for some federal agencies; and

WHEREAS, law enforcement agencies have the responsibility to protect lives, protect property, and 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, such as this Agreement, is executed for the purpose of effectuating efficient law enforcement within the boundaries of the Tribe's Lands; 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 Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers who are employed by the Tribal authority and are in all other respects qualified to act as a peace officer for the Tribe, shall be eligible to be deputized as a general authority Washington peace officers as provided under the law and this Agreement within the boundaries of the Tribe's lands; and

WHEREAS, the Tribe and the County mutually agree that the CCSO will provide law enforcement to enforce Jamestown Tribal Law in Jamestown's Indian Country and Indian Lands as provided herein; 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 in his capacity as the head of the CCSO;

NOW, THEREFORE, the Parties agree to the following:

## **1. PURPOSE**

The purpose of this Agreement is to memorialize the terms under which CCSO will provide 24-hour law enforcement services to the Tribe, and to recognize the general peace officer powers of the Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers, for effective and efficient law enforcement by utilizing the existing federal jurisdictional framework, supplemented by tribal law.

## **2. SCOPE OF WORK**

CCSO shall have the responsibility to maintain peace and order for the Tribe. All CCSO law enforcement services, to include Patrol, Detectives and other Investigative teams, will be available to the Tribe as needed.

CCSO agrees to patrol all of the Tribe's land and properties, to include but not limited to: the Seven Cedars Casino, Long House Market and Deli, Carlsborg Self-Storage, Cedars at Dungeness Golf Course, Northwest Native Expressions, the Jamestown S'Klallam Economic Development Authority, and any future properties acquired by the Tribe.

CCSO will enforce Jamestown Tribal Law in Jamestown's Indian Country and Lands. Prosecution shall occur in Jamestown Tribal Court.

CCSO will enforce the criminal laws of the State of Washington that apply to non-Indians within Jamestown Indian Country and Lands. Prosecution shall occur in the appropriate State court venue.

CCSO is the first response entity for the Federal Bureau of Investigation (FBI). In circumstances involving a crime listed in the Major Crimes Act, 18 U.S.C. § 1153 ("MCA"), the Indian Country Crimes Act, 18 U.S.C. § 1153 ("ICCA"), CCSO will notify and cooperatively investigate the crime with the involvement of the FBI.

One CCSO Deputy will be designated the Tribal Resource Deputy to provide a greater law enforcement presence at the Jamestown S'Klallam Tribe's Blyn campus, Tribal Enterprises and the surrounding communities in East Clallam County. The Tribal Resource Deputy shall be responsible for fostering relationships with, and being an immediate resource to, the tribal community, tribal enterprises, tribal court, and the Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers. This includes addressing law enforcement concerns, coordinating and/or conducting crime prevention trainings, and communicating the law enforcement needs of the Tribe to CCSO Supervisors and or Command Staff as needed. The Tribal Resource Deputy will, as necessary:

1. Work Monday through Friday, 8am to 4pm, or 9am to 5pm. (Or as needed based upon the needs of the community).
2. Conduct foot patrols and ATV side- by- side patrols on Jamestown S'Klallam Tribal properties and agreed upon portions of the Olympic Discovery Trail.
3. Monitor, note, report, and investigate suspicious persons and situations, safety hazards, and unusual or illegal activity within the patrolled areas in accordance with CCSO Policy and Procedures Manual.
4. Coordinate and/ or conduct crime prevention trainings on regular basis with various tribal community groups as well as tribal enterprise employees.
5. Serve as the Tribal Court Bailiff. (Typically, the third Thursday of each month.)
6. Transport Tribal Court defendants to and from the Clallam County jail, as needed.
7. Maintain close liaison between CCSO, the Chief of Jamestown S'Klallam Tribal Public Safety & Natural Resource Department, and Tribal citizens to identify and solve law enforcement, public safety related issues.

CCSO Deputies not assigned as the tribal resource deputy will patrol the Tribe's properties regularly and provide back up for the tribal deputy as necessary.

### **3. MUTUAL AID**

Upon the existence of, or in anticipation of a life threatening event the Tribe may provide, upon request of the CCSO, all available enforcement personnel, search and rescue personnel, and/or necessary equipment for cooperation with the CCSO through the duration of the event(s), to include available certified scuba divers, swift water/river rescue personnel, emergency medical

technicians, or other specialized personnel in order to address an emergency circumstance, through the duration of the event(s).

Upon the existence of, or in anticipation of a life threatening event, CCSO may provide upon request of the Tribe all available law enforcement personnel, search and rescue personnel, and/or necessary equipment for cooperation with the Tribe through the duration of the event(s).

The Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers may exercise general authority peace officer powers off reservation, trust and Tribal fee lands at the request of CCSO Personnel. Situations such as officer back up or other requests for assistance where additional police presence in emergency situations is requested is essential for the safety of all law enforcement personnel.

#### **4. FEDERAL LAW UNAFFECTED**

Federal jurisdiction under the Major Crimes Act, 18 U.S.C. § 1153 ("MCA"), the Indian Country Crimes Act, 18 U.S.C. § 1153 ("ICCA"), and any other applicable federal law will continue unaffected by this Agreement.

#### **5. STATE CRIMINAL LAW ADOPTED AS TRIBAL LAW**

Selected State criminal laws, including juvenile offenses, may apply as designated by separate Tribal Council action in the form of amendments to the Tribal Code, which may be amended, from time-to-time, as appropriate, at the sole discretion of the Tribal Council.

#### **6. CITATION INTO TRIBAL COURT**

CCSO deputies, acting as tribal officers, will cite Indian offenders into Tribal Court for violations of the Tribe's criminal code, and cite non-Indian offenders into Tribal Court for violations of the Tribe's civil infraction code, if appropriate.

#### **7. ARRESTS AND BOOKING INTO COUNTY JAIL**

CCSO officers shall use the same standards used under State law in cases outside of Jamestown Indian Country and Lands contexts for determining when arrest and detention in the County jail is appropriate for offenses against tribal law. Release from detention may be made only upon direction of the tribal prosecutor, or tribal court. The Tribe, as provided in a separate agreement with the County, shall reimburse jail expenses for Jamestown S'Klallam Tribe prisoners.

## **8. NOTICE TO THE JAMESTOWN S'KLALLAM TRIBE**

Notice of all citations issued and arrests made by the CCSO pursuant to tribal law will be provided to the Tribal Prosecutor's Office as soon as practicable, but not later than the business day after the citation is issued, or arrest is made. The determination of whether to prosecute any given case shall be in the sole discretion of the Tribal Prosecutor.

## **9. CCSO ASSISTANCE IN INVESTIGATION AND PROSECUTION**

CCSO shall assist the Jamestown S'Klallam Tribal Public Safety & Natural Resource Department and Prosecutor in the investigation of violations of tribal law, as well as the prosecution of offenses. This includes CCSO deputies appearing as witnesses at hearings, providing records related to arrests and citations, and conducting investigations.

## **10. CASE REPORTS AND PUBLIC DISCLOSURE REQUESTS**

Arrests and case reports will be processed using the CCSO case report forms and processed in the multi-jurisdictional AEGIS criminal records database under the Tribe's assigned ORI.

Any law enforcement requests for the Tribe's records maintained by the CCSO will be handled by the CCSO.

## **11. JURISDICTIONAL DISCLAIMER AND SOVEREIGN IMMUNITY**

Nothing in this Agreement grants the State, County, or the Tribe any jurisdiction that it did not have before the Agreement was signed. Rather, this Agreement simply authorizes the CCSO to enforce Tribal Law, which includes any State law incorporated by reference into Tribal Law within Jamestown S'Klallam Indian Lands and recognizes that the Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers may enforce State law within Tribal Lands and other county areas as permitted by the CCSO.

This Agreement does not authorize CCSO enforcement of the Tribal Fishing and Hunting Codes, except as already permitted prior to adoption of this Agreement.

The Tribe authorizes a limited waiver of sovereign immunity for the sole and limited purpose of enforcing the mutual indemnities in Section 38 of this Agreement. Venue for any action filed under this waiver of immunity shall be in the United States District Court, Western District of Washington, or if that Court lacks jurisdiction, then in the Jamestown S'Klallam Tribal Court. Along with Section 38, the terms of Section 9 shall survive the termination or expiration of this

Agreement. The limited waiver will be set out in a Tribal Council resolution and attached to this Agreement as Exhibit A.

## **12. COMPENSATION**

Compensation for services shall be provided for under the terms of a separate agreement between the County and the Tribe.

## **13. ADMINISTRATIVE CONSIDERATIONS**

The parties shall comply with Chapter 10.92 RCW – Tribal Police Officers unless otherwise agreed upon.

## **14. PEACE OFFICER AUTHORITY**

A Public Safety & Natural Resources 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 lands, and other county areas as permitted by the CCSO. All of the activity of that officer shall be in accord with the laws of Jamestown S'Klallam Tribe, the State of Washington, and the United States of America.

To the extent that Jamestown S'Klallam Tribal Public Safety & Natural Resource Officers act with the cooperation or assistance of the Sheriff, Tribal Public Safety Officers must follow the requirements of the Washington State Constitution and the laws of the State of Washington.

## **15. 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.

## **16. BRADY NOTIFICATION**

The parties shall provide, in a timely manner, Brady material, as required.

## **17. TRIBAL AUTHORITY**

This Agreement shall not expand or limit the authority or jurisdiction of any city, county, state, federal or Tribal court or other government authority.

## **18. GEOGRAPHIC AUTHORITY**

The authority granted herein shall be coextensive with the boundaries of the Tribe's trust, reservation and fee lands.

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

The authority granted herein shall not create an agency or employee status between the Tribal Public Safety and Clallam County.

## **20. SOVEREIGNTY RETAINED**

Except as articulated in Section 11 and 38 of this Agreement, nothing in this Agreement shall affect the existing status and sovereignty of either party.

## **21. STATE AND LOCAL ENFORCEMENT**

Nothing in this Agreement limits, impairs or otherwise affects the authority of state or local law enforcement officers to enforce state law within the exterior boundaries of Indian lands in fresh pursuit, as defined in Chapter 10.93.120 RCW.

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

This Agreement is in effect for four years from the date of ratification by the last party to the Agreement to ratify. The Agreement remains in effect regardless of leadership changes within the organizations of signing parties.

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 of initial consideration, 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. In the event that a new Agreement is not reached between the parties, the parties agree that in regard to Tribal Public Safety general authority peace officer status, to use binding last best offer arbitration under Chapter 7.04A RCW as provided in Chapter 10.92.020(10)(a) RCW.

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 after written notice is given by one party to the other party. The parties agree to meet in an attempt to settle differences. If differences are not resolved after 60 days, the parties agree to submit the dispute to mandatory last best offer arbitration.

### **23. 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 Enterprise Services 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.

### **24. FIELD OPERATIONS**

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

### **25. 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 Jamestown S'Klallam Tribal Public Safety & Natural Resource 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 38 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.

## **26. 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.

## **27. 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.

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

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

## **29. REFERRAL TO PROSECUTING AUTHORITY**

For any matter which is going to be prosecuted in the Jamestown S'Klallam Tribal Court, the CCSO shall submit relevant paperwork to the Tribe's Prosecuting Attorney's Office for charging.

Whenever any matter is referred to the Tribe's Prosecuting Attorney's Office, the CCSO must provide necessary paperwork within the timelines required by the prosecuting attorney and applicable Tribal Court rules.

## **30. FOLLOW-UP INVESTIGATION**

The parties shall conduct whatever follow-up investigation is needed and requested.

## **31. WARRANT SERVICE**

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

### **32. SUBPOENA and DISCOVERY**

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

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

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

### **34. JAIL**

The CCSO will be responsible for all costs associated with non-Indians booked into the Clallam County Jail by Tribal Public Safety officers. Tribal Public Safety Officers will follow all booking procedures of the CCSO.

### **35. PROSECUTION and COURTS**

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

### **36. RESOLVING CITIZEN COMPLAINTS**

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

### **37. EXTRAORDINARY COSTS**

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

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

Venue for any action filed under the waiver of immunity shall be in the United States District Court, Western District of Washington, or if that Court lacks jurisdiction, then in the Jamestown S’Klallam Tribal Court, whereas this Agreement shall be governed by the laws of the State of Washington, as to interpretation and performance. Any action hereunder may be brought in the Superior Court of Washington for Clallam County.

Each entity will maintain insurance for coverage of any actions and liability arising out of activities taking place pursuant to this agreement. The Tribe will provide proof that the County, its appointed and elected officials, agents and employees, are specifically named as additional insureds in a policy with the same company that insures the Tribe or by endorsement to an

existing policy or with a separate carrier approved pursuant to RCW Title 48. The General Aggregate Limit shall be \$6,000,000.00. The County is a self-insured entity.

The County shall provide the Tribe with a Certificate of Liability Insurance showing the Tribe as additional insured.

The Tribe and the County mutually agree to defend, indemnify and hold harmless the other party, its officers, employees, and agents from and against any and all costs, claims, demands, judgments or awards of damages arising out of or in any way resulting from the negligent acts or omissions of the other party, its officers or employees in performing this Agreement.

The Tribe will defend, indemnify and hold the County harmless in the event that a lawsuit is brought challenging the operation of one or more of the Tribal laws that the CCSO relied upon in providing services under this Agreement.

The terms of Section 38 "Governing Law, Venue and Limited Consent to Suit" shall survive the termination or expiration of this Agreement.

### **39. SEVERABILITY**

If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

### **40. INTEGRATION**

This Agreement, and any signed amendments, 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.

### **41. ADMINISTRATION and NOTICE**

The Tribe and CCSO will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the Tribe contact person will be Chief of Public Safety & Natural Resources. The County contact person will be CCSO's Chief Criminal Deputy.

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.

The Chief of Public Safety and Natural Resources for the Tribe shall provide copies of the Agreement and any amendment to the Office of Enterprise Services and the Criminal Justice Training Commission within 10 days after the Agreement has been ratified by each party.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands to the date first above written.

Dated this 28<sup>th</sup> day of July, 2020

**JAMESTOWN S'KLALLAM INDIAN TRIBE**

W. Ron Allen  
W. Ron Allen  
Tribal Chair/CEO

Approved as to form for the Tribe:  
[Signature]  
Tim Rybka  
Jamestown S'Klallam Tribe Prosecutor

**CLALLAM COUNTY  
BOARD OF COUNTY COMMISSIONERS**



[Signature]  
Mantozias, Chairman

[Signature]  
Randy Johnson, Commissioner

[Signature]  
Bill Peach, Commissioner

ATTEST:

[Signature]  
Loni Gones, Clerk of the Board

**CLALLAM COUNTY SHERIFF**

[Signature]  
W. Benedict, Sheriff

Approved as to form:

[Signature]  
Clallam County Prosecutor's Office

**EXHIBITA**  
**TRIBAL COUNCIL RESOLUTION WITH**  
**LIMITED WAIVER OF SOVEREIGN IMMUNITY**