

3b
7/13/10

#100811-10-01

**Interlocal Agreement
Between
The Clallam County Sheriff's Office
And
The Jamestown S'Klallam Tribe**

Whereas, the Jamestown S'Klallam Indian Tribe ("Tribe") is a sovereign federally recognized tribe with authority to enter into intergovernmental agreements under its Constitution, Art. 1, § VII; and

Whereas, the Tribe has land held in trust on its behalf by the United States that is defined as Indian country by 18 U.S.C. § 1151 ("Jamestown Indian Country") and as such is 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 an agreement ("Agreement") with Clallam County ("County") for the enforcement of tribal law by the County Sheriff's Office and

Whereas, Clallam County and the Sheriff's Office have the authority to enter into this Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act; and

Whereas, the Clallam County Sheriff's Office ("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, the Tribe and the County mutually agree that the CCSO will enforce Jamestown tribal law in Jamestown Indian Country as provided herein.

Now, therefore, it is agreed as follows:

1. Purpose

The purpose of this Agreement is to memorialize the terms under which CCSO will provide law enforcement resources to the Tribe to provide for effective and efficient law enforcement by utilizing the existing federal jurisdictional framework, supplemented by tribal law. CCSO employees will enforce tribal law and any prosecutions shall occur in the Jamestown tribal court as provided below. Additionally, the CCSO may operate as the first response entity for the Federal Bureau of Investigation (FBI) in circumstances involving less than felony crimes. In circumstances involving a felony crime, CCSO will cooperatively investigate the crime with the involvement of the FBI. CCSO will enforce criminal law provisions of State law that apply to non-Indians in Jamestown Indian Country.

2. 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.

3. State Criminal Law Adopted as Tribal Law

Selected State criminal laws, including juvenile offenses, will apply as designated by separate Tribal Council action in the form of amendments to the Tribal Code. Those laws are identified in Attachment "A" to this agreement, which may be amended, from time-to-time, as appropriate, at the sole discretion of the Tribal Council.

4. Citation into Tribal Court

By adopting selected State criminal law as tribal law and deputizing CCSO deputies as tribal officers, Indian offenders may be cited into tribal court for violations of the Tribe's criminal code. The Northwest Intertribal Court System ("NICS") will be utilized to assist in providing judicial services, including prosecutors, as needed.

5. Arrests and Booking into County Jail

CCSO officers shall use the same standards used under State law in cases outside of Jamestown Indian Country 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, shall reimburse expenses for Jamestown S'Klallam Tribe prisoners.

6. 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.

7. CCSO Assistance in Investigation and Prosecution

CCSO shall assist the tribal 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.

8. 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 (Originating Agency Identifier – a nine-digit code used by agencies on the law enforcement network).

Any law enforcement requests for the Tribe's records maintained by the CCSO will be handled by the CCSO. Any public disclosure requests received by CCSO for the Tribe's records will be processed in collaboration with the Tribe's legal advisor.

9. 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 State law incorporated by reference into tribal law, within Jamestown Indian Country. 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 16 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 Superior Court of Clallam County. Along with Section 16, the terms of Section 9 shall survive the termination or expiration of this agreement.

10. Definition of Indian

For purposes of this Agreement, the term "Indian" means any individual who is a member of the Jamestown S'Klallam Tribe, any individual who is a member of any other federally recognized tribe and any individual who is an Indian as defined in 25 U.S.C. § 1301(4).

11. Compensation

For the services provided under the terms of this agreement, federal funds are being made available to the Tribe from the Bureau of Indian Affairs. Upon receipt of the funding, the Tribe will have budgeted funds to pay the County the annual amount of ONE HUNDRED THIRTY-THREE THOUSAND, NINE HUNDRED SIXTY-TWO DOLLARS (\$133,962.00) for the services outlined in this agreement.

The CCSO agrees to provide the Tribe with a quarterly invoice for law enforcement services rendered. The Tribe agrees upon receipt of such invoice to generate a quarterly payment to the CCSO. The payments will be made no later than 20 days after receipt of the quarterly invoice.

The County will not begin providing services outlined in this agreement until the federal funds have been made available to the Tribe from the Bureau of Indian Affairs.

12. Duration and Modification of Agreement

Except as otherwise provided for in this Agreement, either party may terminate this Agreement upon a thirty (30) day written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for the performance rendered prior to the effective date of termination.

The Tribe and County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the Tribe and the County.

13. Property and Disposition

In the event of termination, the parties agree that any property acquired in connection with this Agreement shall remain the property of the party who purchased the property. The acquisition, maintenance, and disposition of the property is the responsibility of the party who purchased the property.

14. Contact Persons

The Tribe and County will each appoint a representative who will be responsible for the administration of this Agreement. Unless otherwise designated in writing, the Tribal contact will be Leo P. Gaten, Governmental Policy Advisor. The County contact person will be the Sheriff Office's Chief Criminal Deputy.

15. Dispute Resolution

Disputes shall be referred to the Sheriff and the Tribe's designee for settlement. If disputes are not resolved by the parties within thirty (30) days of the referral, unless the parties agree to an extension of time, the dispute shall be referred to an arbitrator who has been mutually agreed upon by the Tribe and County. Or if they cannot agree to an arbitrator, the parties may apply to the presiding judge of the Clallam County Superior Court for appointment of an arbitrator. The arbitrator's decision shall be final and binding on both parties. Each party shall pay one-half of the arbitrator's fees. If mutual written consent to apply for the appointment of an arbitrator is not reached, either party may seek court action to decide the disputed provision of the Agreement.

16. Insurance and Indemnification

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. 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 16 "Insurance and Indemnification" shall survive the termination or expiration of this Agreement.

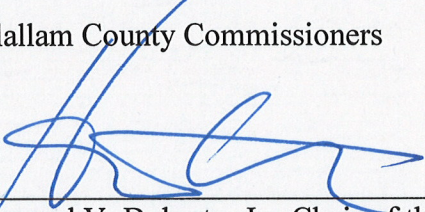
17. Severability

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.

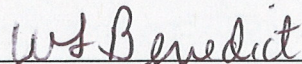
Dated this 13th day of July, 2010.

Clallam County Commissioners

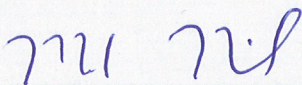
Jamestown S'Klallam Tribe


Howard V. Doherty, Jr., Chair of the Board
Clallam County Sheriff's Office


W. Ron Allen, Chairman/CEO


W. L. Benedict, Sheriff

Approved as to Form:


Deputy Prosecuting Attorney

**ATTACHMENT A
WASHINGTON STATE CRIMINAL LAWS
INCORPORATED BY REFERENCE**

By Tribal Council Resolution #7-10 dated February 4, 2010, the Jamestown S'Klallam Tribe incorporated the following provisions of Titles 9, 9A and 46 of the Revised Code of Washington into the Tribal Code.

TITLE 9 RCW – CRIMES AND PUNISHMENTS

Chapters

- 9.01 General provisions.
- 9.27 Interference with court.
- 9.31 Escaped prisoner recaptured.
- 9.35 Identity crimes.
- 9.38 False representations.
- 9.40 Fire, crimes relating to.
- 9.41 Firearms and dangerous weapons.
- 9.45 Frauds and swindles.
- 9.47A Inhaling toxic fumes.
- 9.51 Juries, crimes relating to.
- 9.54 Stolen property restoration.
- 9.61 Malicious mischief -- Injury to property.
- 9.62 Malicious prosecution -- Abuse of process.
- 9.68 Obscenity and pornography.
- 9.68A Sexual exploitation of children.
- 9.69 Duty of witnesses.
- 9.72 Perjury.

TITLE 9A RCW – WASHINGTON CRIMINAL CODE

Chapters

- 9A.04 Preliminary article.
- 9A.08 Principles of liability.
- 9A.16 Defenses.
- 9A.28 Anticipatory offenses.
- 9A.32 Homicide.
- 9A.36 Assault -- Physical harm.
- 9A.40 Kidnapping, unlawful imprisonment, and custodial interference.
- 9A.42 Criminal mistreatment.
- 9A.44 Sex offenses.
- 9A.46 Harassment.
- 9A.48 Arson, reckless burning, and malicious mischief.
- 9A.52 Burglary and trespass.
- 9A.56 Theft and robbery.

- 9A.58 Identification documents.
- 9A.60 Fraud.
- 9A.64 Family offenses.
- 9A.68 Bribery and corrupt influence.
- 9A.72 Perjury and interference with official proceedings.
- 9A.76 Obstructing governmental operation.
- 9A.84 Public disturbance.
- 9A.88 Indecent exposure -- Prostitution

TITLE 46 RCW – MOTOR VEHICLES

Chapter 46.61 - Rules of the Road

- 46.61.500 Reckless driving -- Penalty.
- 46.61.502 Driving under the influence.
- 46.61.503 Driver under twenty-one consuming alcohol -- Penalties.
- 46.61.504 Physical control of vehicle under the influence.
- 46.61.5054 Alcohol violators -- Additional fee -- Distribution.
- 46.61.5055 Alcohol violators -- Penalty schedule.
- 46.61.5056 Alcohol violators -- Information school -- Evaluation and treatment.
- 46.61.50571 Alcohol violators -- Mandatory appearances.
- 46.61.5058 Alcohol violators -- Vehicle seizure and forfeiture.
- 46.61.506 Persons under influence of intoxicating liquor or drug -- Evidence -- Tests -- Information concerning tests.
- 46.61.508 Liability of medical personnel withdrawing blood.
- 46.61.513 Criminal history and driving record.
- 46.61.5151 Sentences -- Intermittent fulfillment -- Restrictions.
- 46.61.5152 Attendance at program focusing on victims.
- 46.61.516 Qualified probation department defined.
- 46.61.517 Refusal of test -- Admissibility as evidence.
- 46.61.519 Alcoholic beverages -- Drinking or open container in vehicle on highway -- Exceptions.
- 46.61.5191 Local ordinances not prohibited.
- 46.61.5195 Disguising alcoholic beverage container.
- 46.61.520 Vehicular homicide -- Penalty.
- 46.61.522 Vehicular assault -- Penalty.
- 46.61.524 Vehicular homicide, assault -- Evaluation, treatment of drug or alcohol problem.
- 46.61.5249 Negligent driving -- First degree.
- 46.61.525 Negligent driving -- Second degree.
- 46.61.527 Roadway construction zones.
- 46.61.530 Racing of vehicles on highways -- Reckless driving -- Exception.
- 46.61.535 Advertising of unlawful speed -- Reckless driving.
- 46.61.540 "Drugs," what included.