

**AGREEMENT FOR LAW ENFORCEMENT AND PROSECUTION BETWEEN  
CLARK COUNTY, WASHINGTON, AND THE COWLITZ INDIAN TRIBE**

This Agreement for Law Enforcement and Prosecution between Clark County, Washington, and the Cowlitz Indian Tribe (“Agreement”) is entered into this 18 day of April, 2017, between Clark County (“County”), a political subdivision of the State of Washington, and the Cowlitz Indian Tribe (“Tribe”), a federally-recognized Indian Tribe (separately referred to as “Party” and collectively referred to as the “Parties”).

**1. RECITALS.**

1.1 The Tribe is a federally recognized Indian Tribe with a Reservation (“Reservation”) located on the land held in Trust by the United States Department of Interior, Bureau of Indian Affairs for the benefit of the Tribe within the geographic boundaries of Clark County.

1.2 On June 16, 2014, the Tribe and the State of Washington entered into a tribal state gaming Compact (the “Compact”) to permit the Tribe to conduct Class III gaming activities on the Reservation in compliance with the Indian Gaming Regulatory Act of 1988.

1.3 The Department of the Interior approved the Compact on behalf of the Federal Government on July 31, 2014.

1.4 The Parties have agreed to the terms and provisions contained in this Agreement as herein below set forth in the interest of public safety for the citizens of the County, the Tribe and visitors to the Tribe’s Reservation.

1.5 The Agreement entered herein addresses law enforcement services to be provided by the County at the Reservation as well as prosecution and court services.

1.6 The Parties enter into this Agreement, pursuant to the Interlocal Cooperation Act, RCW 39.34, to enable the County to extend law enforcement, prosecution and court services to the Tribe that are needed on the Reservation in exchange for agreed-upon compensation.

1.7 The County, through the Clark County Sheriff’s Office, provides law enforcement services throughout the unincorporated areas of Clark County.

1.8 The County, through the Clark County Prosecuting Attorney’s Office, provides prosecution of misdemeanors and felonies in Clark County.

1.9 Clark County District and Clark County Superior Court provide court services for misdemeanor and felonies in Clark County.

1.10 The County, through the Clark County Sheriff’s Office, provides jail beds for detainees arrested for misdemeanors and felonies for all persons arrested and detained by Clark

County Sheriff's Office, Washington State Patrol, and all municipal police departments within Clark County.

1.11 The County and surrounding cities have executed a Mutual Aid Agreement pursuant to the Washington Mutual Aid Peace Officers Powers Act (RCW Chapter 10.93) in which each agrees to provide law enforcement services in the territory of the other as needed and the staffing levels allow.

1.12 The County intends to provide law enforcement, prosecution and court services listed herein which have been requested by the Tribe on the Reservation site on the same basis as County services are provided to other geographic areas within the County.

1.13 The Tribe will execute a limited waiver of sovereign immunity in favor of the County pursuant to which any disputes between the Parties in conjunction with the provisions herein can be resolved in a fair, expeditious and equitable manner.

NOW THEREFORE, The County and the Tribe enter into this Agreement for the purposes of: 1) establishing a mechanism for the County to provide law enforcement, prosecution and court services relating to the Reservation; and 2) providing a mechanism for the Tribe to contribute funding to the County, as more specifically set forth below.

**2. RECITALS.** Each recital set forth above is adopted as part of the substantive provisions of this Agreement.

**3. PURPOSE.** The purpose of this Agreement is to memorialize the terms under which the County will provide law enforcement services in terms of suitably qualified and trained law enforcement personnel and equipment sufficient to provide law enforcement services on the Cowlitz Indian Reservation, consistent with applicable state, federal, and tribal laws.

**4. TERM – EFFECTIVE DATE.**

4.1 This Agreement shall be effective upon the execution of this Agreement by the County, and the Tribe.

4.2 Term. This Agreement shall remain in effect one (1) year from the date of execution, with a (1) one year extension option upon mutual written Agreement of the Parties.

4.3 Termination. This Agreement may be terminated only upon mutual written Agreement of the Parties, or by the process set forth in Section 10 below.

**5. PUBLIC SERVICES.**

5.1 Law Enforcement. For purposes of this Agreement "Indian" means any individual who is a member of the Cowlitz Indian Tribe, any individual who is a member of any other federally-recognized tribe, and any individual who is an Indian, defined in 25 U.S.C. section 1301 (4).

5.2 The Tribe agrees to adopt by Tribal resolution the Washington State Criminal laws set forth in Exhibit A, for use on the Reservation. The Tribe will, in the future, adopt a tribal criminal code applicable to Tribal members.

5.3 The Tribe grants and conveys and the County hereby accepts the right, power, authority and jurisdiction to enforce at the Reservation all state laws adopted as tribal law by the Tribe and set forth in Exhibit A. Pursuant to this grant of authority, the County's sworn sheriff's deputies will enter tribal lands and structures for the purpose of providing law enforcement services and shall have the right, power, authority and jurisdiction to exercise arrest authority, using all resources available, over non-Indian perpetrators for victimless crimes, crimes against other non-Indians, and crimes against Indians. Misdemeanors and felonies committed by Indians on tribal land shall be subject to exclusive federal or tribal jurisdiction

The Tribe further grants and conveys to cities who are parties to the Mutual Aid Law Enforcement Agreement, attached hereto as Exhibit B, the right, power, authority and jurisdiction to enforce at the Reservation all state laws adopted as tribal law by the Tribe and set forth in Exhibit A. The Tribe will negotiate limited waivers of sovereign immunity with the law enforcement agencies that have entered into a mutual aid agreement with the Clark County Sheriff's Office.

5.4 The Clark County Sheriff's Office will respond to calls for law enforcement services at the Reservation in the same manner as all other calls for service per Clark County Sheriff's Office protocol, attached hereto as Exhibit C.

5.5 Non-Indian suspects arrested by the County's sheriff's deputies and /or the Cities' police officers responding under the Mutual Aid Agreement attached hereto at Exhibit B on tribal lands for misdemeanors/gross misdemeanors and felonies will be transported by the County's sheriff's deputies or police officers off tribal lands. If the suspects are confined in the Clark County jail, the Tribe will pay all costs of incarceration including the initial stay in Clark County jail and any subsequent incarceration directly related to the underlying offense at the rate listed in Exhibit D.

5.6 The Tribe specifically requests that in cases where an Indian, as defined in Section 5.3 above, is the suspect in a criminal incident on the Reservation, that the County's sheriff's deputies or City police officer responding under the Mutual Aid Agreement, attached hereto at Exhibit B, may briefly detain that individual until federal law enforcement is contacted and the Indian suspect is transferred to federal custody. If the County or Cities are requested by the Tribe for purposes of public safety to briefly detain an Indian suspect, the Tribe will indemnify and hold harmless the County, the Cities and the Clark County Sheriff's Office for any legal action brought on jurisdictional grounds by the Indian suspect as a result of that detention.

5.7 In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Tribe, and or

the County, and their officers, officials, employees and volunteers, each Party's liability hereunder shall be to the extent of their own negligence.

5.8 Prosecution.

5.8.1 Prosecution of individuals arrested and charged with misdemeanors and felonies pursuant to Section 5.3 above for which the State of Washington or the County as set forth herein has jurisdiction, shall be conducted by the Clark County Prosecuting Attorney's Office in state court. All prosecutorial decisions and strategy shall be exclusively within the discretion of the Clark County Prosecuting Attorney's Office pursuant to the laws of the State of Washington.

5.8.2 The Tribe shall indemnify and hold harmless the County and the Clark County Prosecuting Attorney's Office for any legal action brought against the County and or the Clark County Prosecuting Attorney's Office for prosecution on jurisdictional grounds arising from an arrest on the Reservation.

5.9 Court and Jail Services.

5.9.1 Clark County shall provide for individuals arrested pursuant to section 5.2 above, court services, detention, indigent defense, juvenile services and probation arising from the arrest and/or conviction of misdemeanors, gross misdemeanors and felonies.

5.9.2 The Tribe shall indemnify and hold harmless the county, the Clark County Sheriff's Office and the Clark County Superior and District Courts for any legal action brought against the County and or the Clark County Prosecuting Attorney's Office for detention and prosecution on jurisdictional grounds arising from any arrest on the Reservation. All parties reserve their rights to prosecutorial immunity.

**6. PAYMENTS BY THE TRIBE.**

6.1 The Tribe agrees to compensate the County for the above-provided services at the rates described in Exhibit D. Payment shall be made by the within 60 days after receipt of an invoice.

**7. ADDITIONAL TRIBAL COMMITMENTS.**

7.1 The Parties hereby reference and incorporate into this Agreement Section 3(H)(1) of the Cowlitz Indian Tribe Ordinance No. 07-02 Payments in Lieu of Taxes, attached as Exhibit E. The Tribe agrees that any action taken by the County to enforce this payment provision will be pursuant to Sections 8 and 9 below.

**8. DISPUTE RESOLUTION.**

8.1 In an effort to streamline the resolution of any disputes under this Agreement, the County and the Tribe agree to the following:

8.1.1 The Tribe and the County shall make their best efforts to resolve disputes that occur under this Agreement by good faith negotiations whenever possible.

8.1.2 Disputes between the Tribe and the County shall first be subjected to a process of meeting and conferring in good faith in order to foster the spirit of cooperation and efficiency in the administration of the terms, provisions, and conditions of this Agreement as follows:

8.1.3 Either Party shall give the other, as soon as possible after the event giving rise to the concern, a written notice setting forth, with specificity, the issues to be resolved.

8.1.4 The Parties shall meet and confer in a good faith attempt to resolve the dispute through negotiation not later than ten (10) days after receipt of the notice, unless both Parties agree in writing to an extension of time.

8.1.5 If the Parties are unable to resolve the dispute amongst themselves within 20 business days, the party shall submit a written request to engage in mediation to be conducted in Clark County, Washington with a mutually acceptable mediator. If the parties cannot reach agreement on the selection of the mediator within fifteen (15) business days of the date the written mediation request letter was received by the other Party or Parties, the mediation will be administered by JAMS, Seattle Washington Office using a JAMS mediator and protocol. All parties will pay their costs and attorneys' fees.

8.2 In the event of an unsuccessful direct discussion or mediation, each Party consents to the personal jurisdiction of the Superior Court of the State of Washington for all claims, disputes, proceedings or actions in any way arising under or relating to this Agreement or the subject matter of this Agreement and which may include but are not limited to torts, breach of contract, declaratory, injunctive and monetary relief. Venue for any such claim shall be exclusively in the Superior Court for Clark County.

## **9. CONSENT TO JURISDICTION: EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.**

9.1 The Tribe hereby waives its sovereign immunity and consents to suit against it by the County for the limited purpose of specifically enforcing the obligations of the Tribe as set forth in this Agreement. This limited waiver of sovereign immunity is limited to actions brought only by the County and shall not be construed as extending to any other individuals, governmental entities or third parties.

9.2 By this limited waiver of sovereign immunity, the Tribe expressly agrees that the County may seek relief in Clark County Superior Court for any claims, including enforcement of indemnification and hold harmless agreements, breach of contract, declaratory, injunctive and monetary relief declaratory, arising as a result of the services provided by the County pursuant to

this Agreement, including satisfaction of any judgment arising hereunder, from the Tribe, limited to only the amount of the Tribe's liability insurance.

9.3 In no instance shall the Parties be entitled to consequential damages, punitive damages, or lost profits.

9.4 The limited waiver of sovereign immunity is evidenced by a tribal resolution, attached as Exhibit E.

## **10. CONTRACT TERMINATION.**

10.1 Termination for Cause. The Tribe and the County have the right to immediately terminate this Agreement as it pertains to their Agreement, in whole or in part, without limiting remedies, should one party materially breach any of the Agreement's terms, including but not limited to, any failure to perform obligations under this Agreement. Any Party shall be provided five (5) business days to remedy any such problem prior to termination.

10.2 Payment after Termination. In the event of early termination of this Agreement initiated by any Party for whatever reason, the non-breaching Parties shall be entitled to receive reimbursement for costs incurred prior to the Agreement termination date. It is understood that reasonably satisfactory performance is a prerequisite to receiving payment.

10.3 Remedies Retained. Nothing in this Agreement shall be construed to limit the Parties' legal remedies including, but not limited to, the right to sue for damages or specific performance should either party materially violate any terms of this Agreement.

**11. INSURANCE COVERAGE.** The Tribe shall at all times during the term of this Agreement carry and maintain commercial general liability insurance to cover bodily injury, property damage, civil rights claims and contractual liability with the following minimum limit: each occurrence One Million Dollars (\$1,000,000) general, aggregate Two Million Dollars (\$2,000,000). The County shall be named as an additional insured for all services provided by the County respectively described herein on the Tribe's policy, and proof of such coverage shall be provided prior to entry of this Agreement.

## **12. MISCELLANEOUS PROVISIONS.**

12.1 This Agreement commences on the date of execution; however, the financial obligations of the Tribe, pursuant to Section 6 shall not begin until commencement of gaming activities on the trust property pursuant to the Compact.

12.2 Tribal Council Resolution. The Tribe will provide to the County the Tribal resolution adopting the Washington State Criminal laws referenced in Exhibit A prior to the commencement of this Agreement.

12.3 Attached to this Agreement as Exhibit E is a Resolution of the Cowlitz Tribal Council approving this Agreement and authorizing its entry by the General Tribal Chairman, and amendments thereof executed by representatives of the Tribe.

12.4 This Agreement is not intended to, and will not be construed to, confer a benefit or create a right and any third party, or the power or right of any third party to bring an action to enforce any terms of this Agreement.

12.5 Amendments. This Agreement may be amended only by written instrument duly signed and executed by the County and the Tribe.

12.6 Waiver by either Party or any of its officers, agents or employees, or the failure of either party or its officers or agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement, unless such waiver is expressly set forth in writing in a document signed and executed by the appropriate authority of the County or of the Tribe and then only to the limited degree set forth in such writing.

12.7 Severability. Except as otherwise provided in this paragraph, the invalidity of any provision or portion of a provision of this Agreement as determined by a court of competent jurisdiction shall not affect the validity of any other provisions of this Agreement or the remaining portions of the applicable provisions. If any provision of this Agreement is declared invalid by the Court of competent jurisdiction, which results in the diminishment of any payments or financial obligations of the Tribe to the County, then the party shall use their best efforts to renegotiate the terms of the invalid provisions. In the event that the Parties are unable to successfully renegotiate the invalid terms, then they shall resolve the matters at issue through the dispute resolution provisions of this Agreement.

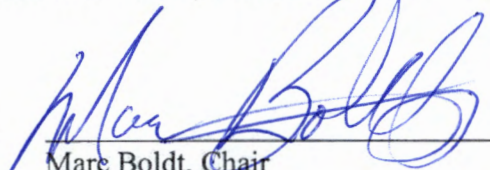
12.8 Force Majeure. In the event of a forced delay in performance by either the Tribe or the County due to causes beyond the reasonable control of that Party, including, but not limited to, fire, floods, catastrophic weather events or other natural disasters, epidemics, embargoes, war, acts of war (whether or not war is declared), insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God, acts or inaction by the other Party its employees or agents, unusual delay in transportation, unavailability of materials, the time performed shall be extended for the period of the forced delay.

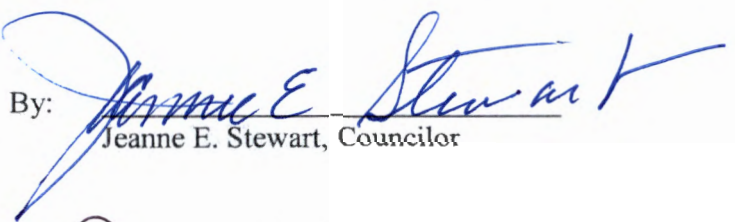
12.9 Entire Agreement. This constitutes the entire Agreement between the Parties. No other written or oral communications are of force and effect.

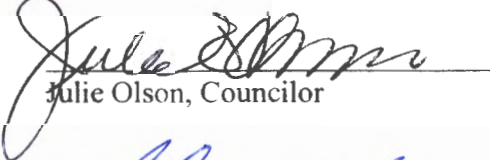
In witness whereof, the Parties have executed this Agreement as of the day and year set forth above.

ADOPTED this 18 day of April, 2017.

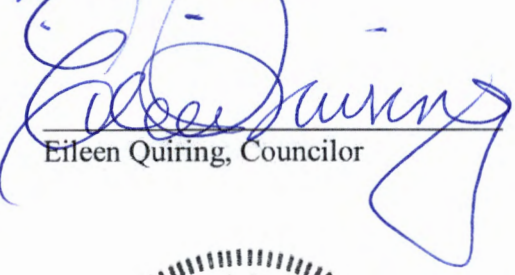
BOARD OF COUNTY COUNCILORS  
CLARK COUNTY, WASHINGTON

By:   
Mare Boldt, Chair

By:   
Jeanne E. Stewart, Councilor

By:   
Julie Olson, Councilor

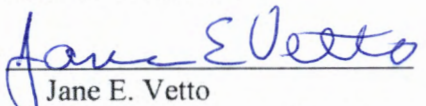
By:   
John Blom, Councilor

By:   
Eileen Quiring, Councilor

Approved as to form only:

Clark County Prosecutor's Office

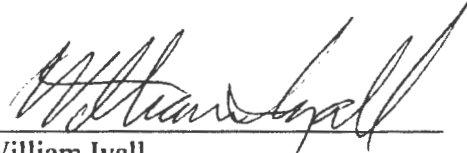
ANTHONY F. GOLIK

By:   
Jane E. Vetto  
Sr. Deputy Prosecuting Attorney

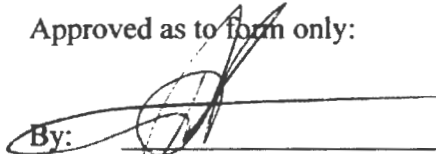




COWLITZ INDIAN TRIBE

By:   
William Iyall  
General Council Chairman  
Cowlitz Indian Tribe

Approved as to form only:

By:   
Philip Harju  
Attorney at Law



# Exhibit A

## Cowlitz Indian Tribe

Tribal Council  
Resolution No. 17- 18

Short Title: **Adoption of Washington State Criminal Laws**

**WHEREAS**, the Cowlitz Indian Tribe is Acknowledged as a Sovereign Indian Nation by the United States Government, and

**WHEREAS**, the Cowlitz Indian Tribal Council is the governing body of the Cowlitz Indian Tribe as authorized by the Tribe's Constitution and By-laws, and

**WHEREAS**, Clark County has requested that we adopt the Washington State Criminal Laws to be enforced, where applicable, by law enforcement on the Cowlitz Indian Reservation, and

**WHEREAS**, the Cowlitz Indian Tribe has agreed in Section 5.2 of the Agreement for Law Enforcement and Prosecution between Clark County, Washington, and the Cowlitz Indian Tribe, adopt the Washington State Criminal Laws for the use on the Cowlitz Indian Reservation, and the Tribe in the future will adopt a Tribal Criminal Code for use on the Cowlitz Indian Reservation for tribal members, and

**WHEREAS**, the Cowlitz Indian Tribe has not and will not confer concurrent jurisdiction on the Cowlitz Indian Reservation to the State of Washington or its political sub-divisions, and

**NOW THEREFORE BE IT RESOLVED**, by the Tribal Council of the Cowlitz Indian Tribe, that the Washington State Criminal Laws, as set forth in Exhibit A of the Agreement for Law Enforcement and Prosecution between Clark County, Washington, and the Cowlitz Indian Tribe are hereby adopted for use on the Cowlitz Indian Reservation.

---CERTIFIED---

The foregoing resolution was adopted by the Tribal Council on 14 APR 2017 by a vote of 22 For, 0 Against, and 0 Abstain.

Patty Kinswa-Gaiser  
Patty Kinswa-Gaiser, Tribal Council Chair

Randy Russell  
Randy Russell, Tribal Council Secretary

Exhibit A

See "*Pocket Guide to Washington Criminal Laws*", ISBN 978-1-884493-42-3

EXHIBIT A

# Exhibit B

EXC



SH 01-52

## MASTER INTERLOCAL MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

**ORIGINAL**

THIS MASTER MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("MASTER AGREEMENT") is entered into by and between the undersigned parties for the purpose of securing to each the benefits of mutual law enforcement assistance within their respective territorial jurisdictions, to express the consent of each party to the enforcement within their territorial jurisdiction by other parties of applicable traffic and criminal laws, and, in certain cases, to designate certain personnel of other parties who are assigned to special law enforcement units as special deputies.

WHEREAS, Oregon Revised Statutes (ORS) Chapter 190 and ORS 190.110 provide that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, ORS 190.420 provides that any power or powers, privilege or authority exercised or capable of exercise by an Oregon public agency may be exercised and enjoyed jointly with any public agency in another state to the extent that the laws of the other state permit such exercise or enjoyment;

WHEREAS, ORS 190.472 provides that certain Washington police officers may exercise any authority that the officer's commission vests in the officer throughout the territorial boundaries of Oregon if the officer is acting pursuant to a mutual law enforcement assistance agreement between law enforcement agencies of the respective states;

WHEREAS, Revised Code of Washington (RCW) Chapter 39.34 and RCW 39.34.030 provide that any power or powers, privilege or authority exercised or capable of exercise by a Washington public agency may, by agreement, be exercised and enjoyed jointly with any other public agency in any other state to the extent that the laws of such state permit such joint exercise or enjoyment;

WHEREAS, RCW 10.93.130 provides that Washington law enforcement agencies may, pursuant to the provisions of RCW Chapter 39.34, contract with any law enforcement agency of Oregon or its political subdivisions to provide mutual law enforcement assistance;

WHEREAS, RCW 10.93.070(2) provides, inter alia, that a general authority Washington peace officer may enforce traffic and criminal laws throughout the territorial bounds of Washington upon the prior written consent of the sheriff or chief of police in whose primary territorial jurisdiction the exercise of the powers occurs; and

WHEREAS, RCW 10.93.090 provides that a specially commissioned Washington Peace Officer as defined therein may exercise authority which the special commission vests in the officer pursuant to a Mutual Law Enforcement Assistance Agreement; and

MASTER INTERLOCAL MUTUAL LAW  
ENFORCEMENT ASSISTANCE AGREEMENT - 1 of 30



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Clark County, WA

WHEREAS, the parties to this Agreement desire to take full advantage of the provisions cited herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

- a) Administrative and Support Units mean those units comprised of personnel assigned to administrative, fiscal, logistical or personnel support, as opposed to investigative or enforcement activities, including but not necessarily limited to fleet management, internal affairs, records management, and the like.
- b) Authorized representative means the ranking on-duty supervisor empowered by his/her chief law enforcement officer to act under this intergovernmental agreement.
- c) Chief law enforcement officer includes the sheriff or director of public safety of a county, the chief of police of a city or town, and chief officers of any other law enforcement agency which is a party to this agreement.
- d) Emergency Assistance means mutual aid provided by the parties in a major incident under the statutory authority of the parties but without a preexisting mutual aid agreement between the affected parties.
- e) Employing agency means the law enforcement agency under whose employment an officer is authorized to act and includes the "primary commissioning agency" as that phrase is defined in RCW 10.93.020(8) and "commissioning agency" as that term is defined in ORS 190.476(4), as now enacted or hereafter amended.
- f) Fresh pursuit, for purposes of this agreement, means pursuit as defined in ORS 133.420 and RCW 10.89.050, as now enacted or hereafter amended, and in addition includes pursuit without unreasonable delay, pursuit as defined by the common law, and also the pursuit of a person who has committed a felony or who reasonably is suspected of having committed a felony or a violation of such other state relating to driving while intoxicated, driving under the influence of drugs or alcohol, driving while impaired, or reckless driving, whether or not the same has actually been committed, if there is reasonable ground for believing that the same has been committed. Fresh pursuit includes taking the fleeing suspect into custody once officers have apprehended the suspect.
- g) Incident commander means the authorized representative of the agency with primary geographic or territorial jurisdiction in which a major incident has occurred or is occurring.

MASTER INTERLOCAL MUTUAL LAW  
ENFORCEMENT ASSISTANCE AGREEMENT - 2 of 30



- h) **Law Enforcement Agency** means any "law enforcement unit" as defined in ORS 181.610(13) and any "general authority Washington law enforcement agency" as defined in RCW 10.93.020(1), as now enacted or hereafter amended.
- i) **Major Incident** means any crime or crimes, a natural disaster, extreme civil disorder, or similar event causing or having potential to cause injury, death, or substantial property damage.
- j) **Non-Emergency Assistance** means mutual aid provided by the parties in any circumstance, including a major incident, that is governed by a preexisting mutual aid agreement between the affected parties.
- k) **Personnel** means uniformed, investigative, or support service personnel of any law enforcement agency which is a party to this agreement.
- l) **Police Officer, Peace Officer, General Authority Washington Peace Officer, or Specially Commissioned Washington Peace Officer** means a full-time, fully compensated police officer commissioned by the States of Oregon or Washington or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the States of Oregon or Washington to enforce the criminal laws of Oregon or Washington and includes the definitions contained or employed in ORS 181.610, ORS 190.472, RCW 10.93.020(3), and RCW 10.93.020(5), as now enacted or hereafter amended.
- m) **Primary Geographic or Territorial Jurisdiction**, in the case of counties, means the unincorporated areas of the county, and, in all other cases, means the territorial boundaries of the city, town or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020(7), as now enacted or hereafter amended.
- n) **Public agency** means those entities defined in ORS 190.410 and RCW 39.34.020, as now enacted or hereafter amended.
- o) **Special law enforcement unit** means specialized investigative or enforcement units, and includes: detective units or divisions; explosives and ordnance disposal units, hazardous devices or bomb squads; drug or drug and vice divisions or units, including multi-agency task forces; gang or gang enforcement units, including multi-agency task forces; hostage negotiation teams, special weapons and tactics teams or units; canine units; traffic accident investigation units, and marine patrol units.

MASTER INTERLOCAL MUTUAL LAW  
ENFORCEMENT ASSISTANCE AGREEMENT - 3 of 30



- p) **Technology** means equipment and supplies used in the location, identification and preservation of physical evidence.
- q) **Technical expertise** means the knowledge, skills and abilities possessed by personnel in investigative techniques and technology use.
- r) **Unit of local government** means those public agencies defined in RCW 39.34.020 and ORS 190.003 and as employed in RCW Chapter 39.34 and in ORS 190.003 to 190.125, as now enacted or hereafter amended.

2. **Purpose and Function.** The purpose of this agreement is: (1) To provide for combined use of personnel during major incidents; (2) To permit the personnel of each party to engage in administrative and investigative activity within the primary or geographic territory of other parties; (3) To commission or specially commission personnel in each party's specialized law enforcement units to enforce applicable traffic and criminal laws within the primary or geographic territory of other parties; and (4) To encourage subsequent mutual law enforcement assistance agreements calling for specific combined operations whenever tactically and fiscally practical and efficient.

a) **Major Incidents.** In the event of a major incident, a chief law enforcement officer, or his or her authorized representative, is empowered to request assistance without advance notice from another or all other units of government and law enforcement agencies participating in this Agreement when it reasonably appears that additional personnel, technology and/or technical expertise is needed to respond to a major incident occurring within the jurisdiction requesting assistance.

(i) **Requests for Aid.** Such requests may be made by the chief law enforcement officer, or his or her authorized representative to the chief law enforcement officer, or authorized representative, of the responding unit of local government and law enforcement agency. The latter shall respond to its fullest ability to do so without compromising its ability and resources to maintain a reasonable level of service within its own jurisdiction. The decision of the chief law enforcement officer, or authorized representative of the agency from whom aid is requested as to what personnel, equipment and vehicles are available for response shall be final.

(ii) **Recall.** The assigned incident commander or incident coordinator, at his or her discretion, shall have authority to deploy aiding agency personnel, other than those deployed in special law enforcement units, in any manner deemed necessary under the circumstances. At the request of the incident commander or incident coordinator, any aiding agency shall withdraw from the scene of a major incident. Further, the responding agency shall be



released by the incident commander as soon as their services are no longer required or when the responding agency is needed within the area for which it normally provides law enforcement services.

- (iii) **Expenses.** Expenses incurred in the provision of emergency assistance in major incidents shall be allocated in accordance with this subparagraph.
- (a) **Extraordinary expense,** as that phrase is employed in paragraph 9, below, means any expense not formally budgeted or approved and excludes salaries, benefits and overtime and routine capital costs and expenses.
- (b) **Subsistence Expense** means the reasonable cost of meals and lodging, if not provided in kind.
- (c) **Expenses.** Routine expenses, including cost of equipment, supplies, and materials used or expended, and reasonable subsistence expenses incurred in the provision of emergency assistance during major incidents shall be borne by each party. In the case of a major incident, extraordinary costs, including reasonable subsistence expenses, shall be borne by the agency requesting assistance. At the conclusion of a major incident, any property, equipment, or improvements used in the provision of emergency assistance shall become to sole property of the party that provided the property, equipment, or improvements.
- (d) Expenses incurred in connection with non-emergency assistance provided through subsequent mutual aid agreements or amended agreements shall be governed by the provisions for Financial Administration set forth in paragraph 6, below.
- b) **Investigative Activities.** In addition to assistance provided in major incidents, the personnel of any party may, without restriction or limitation, engage in investigative activity within the primary territorial or geographic jurisdiction of any other party, PROVIDED, that such personnel provide notice of their presence to the party with primary territorial or geographic jurisdiction by contact with its authorized representative either in person or by telephone.
- c) **Exercise of Authority by Consent.** Parties comprising Washington law enforcement agencies, in accordance with RCW 10.93.070(1), through their sheriffs or chiefs, as chief law enforcement officers within their jurisdictions, hereby consent to the exercise of authority by qualified general authority Washington peace officers, whose agencies are





identified in Appendix A hereto, within their primary territorial jurisdiction for the duration of the term or tenure of each sheriff or chief.

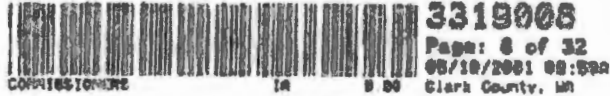
- d) **Commissioning and Cross-Commissioning of Patrol and Special Law Enforcement Units.** The parties agree to cross-commission or specially commission each other's full time, fully compensated peace or police officers who (i)(a) are assigned to special law enforcement units, as defined in paragraph 1(o) or (b) are assigned to patrol units and engaged in fresh pursuit, as defined in paragraph 1(f), (ii); are eligible for cross-commissioning or special commissioning under applicable laws; (iii) meet or exceed all training and education standards or requirements of the Oregon Department of Public Safety Standards and Training or the Washington Criminal Justice Training Commission; and (iv) are in good standing with their employing agency.

- (i) Responsibility of Employing Agency. The employing agency shall:

- Identify each officer assigned to or removed from its special law enforcement units at the time of assignment or removal;
- Certify, not less than annually, that each officer identified as assigned to its special law enforcement units remains so assigned and remains in good standing with the employing agency;
- In the case of reassignment, retirement, or suspension of any person previously assigned to its patrol or special law enforcement units, promptly notify the agency with primary geographic or territorial jurisdiction of the same.

- (ii) Responsibility of Agency with Primary Geographic or Territorial Jurisdiction. The agency with primary geographic or territorial jurisdiction shall:

- Cross-commission or specially commission any officer identified and by his or her employing agency as assigned to the employing agency's patrol or special law enforcement units and certified to be in good standing;
- Provide, at its option, authorized forms of oath to each cross-commissioned or specially commissioned officer;
- Provide, at its option, authorized commission cards to each cross-commissioned or specially commissioned officer; and
- Prescribe limitations and additional training, as set forth below or as may be agreed to in writing by the parties.



relating to the exercise of authority by cross-commissioned or specially commissioned officers.

(iii) **Responsibility of Cross-Commissioned or Specially Commissioned Officers.** Officers who are cross-commissioned or specially commissioned under this agreement, in addition to abiding by any limitations or satisfying any additional training requirements of the agency with primary geographic or territorial jurisdiction, shall:

- Abide by all state, federal and local law applicable to the agency with primary geographic or territorial jurisdiction;
- Exercise law enforcement powers under their commissions and on behalf of the agency with primary geographic or territorial jurisdiction only when on duty with their employing agency and not when off duty or privately employed;
- In the case of patrol units, exercise law enforcement powers under their commissions and on behalf of the agency with primary geographic or territorial jurisdiction only when engaged in fresh pursuit as defined in paragraph 1(f).
- Report their presence, in person or by radio or by telephone, to the authorized representative of the agency with primary geographic or territorial jurisdiction;
- Immediately report any arrest, search, seizure or use of force in person to the authorized representative of the agency with primary geographic or territorial jurisdiction.

e) **Subsequent Agreements.** The parties agree that other mutual law enforcement assistance agreements, not inconsistent with this agreement, may and should be executed whenever combined administrative, investigative or enforcement operations are mutually agreed to be tactically and fiscally practical and efficient. Such agreements shall incorporate by reference the terms of this agreement. In the event of conflict in the interpretation of this and subsequent agreements, the provisions of this agreement shall control unless expressly agreed otherwise by the parties to the subsequent written agreement.

3. **Commencement, Effective Dates and Duration.** This agreement shall become effective on the date the agreement is executed by at least two parties and shall renew automatically on the 1<sup>st</sup> days of each following January thereafter unless terminated in accordance with the provisions of paragraph 14, below, PROVIDED, that the consent to the exercise of authority, given in accordance with paragraph 2(c) hereof, shall be for the term or tenure of the consenting chief law enforcement officer unless earlier revoked.



4. **Parties.** This agreement contemplates the participation of law enforcement agencies within the Oregon Counties of Clackamas, Columbia, Multnomah and Washington and law enforcement agencies within the Washington Counties of Clark and Skamania. Subject to the terms for commencement and termination, the parties eligible for participation in this agreement include, but are not necessarily limited to:

- |   |                           |
|---|---------------------------|
| Clackamas County, Oregon<br>City of Lake Oswego<br>City of Milwaukie<br>City of Oregon City   | Clackamas County Sheriff  |
| Clark County, Washington<br>Burlington Northern Santa Fe<br>Railway Police Department<br>City of Battleground<br>City of Camas<br>City of La Center<br>City of Ridgefield<br>City of Vancouver<br>City of Washougal<br>Washington State University<br>Police Department | Clark County Sheriff      |
| Columbia County, Oregon<br>City of Clatskanie<br>City of Ranier<br>City of Scapoose<br>City of St. Helens   | Columbia County Sheriff   |
| Multnomah County, Oregon<br>City of Gresham<br>City of Portland<br>Port of Portland   | Multnomah County Sheriff  |
| Skamania County, Washington<br>City of Stevenson  | Skamania County Sheriff   |
| Washington County, Oregon<br>City of Beaverton<br>City of Hillsboro<br>City of Tigard   | Washington County Sheriff |

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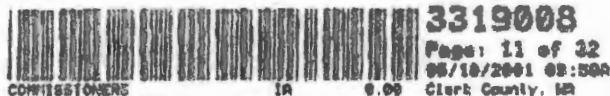
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Oregon State Police

Washington State Patrol

5. **Joint Administration.** No new or separate legal or administrative entity is created by this agreement. This agreement shall be administered by a Board comprised of the chief law enforcement officers of each signatory law enforcement agency or his or her designee. Upon the commencement of this agreement by its execution by at least two parties, those parties may designate a specific member, officer or agent, to act as administrator of this and related mutual law enforcement assistance agreements, whose duty it shall be to report annually to the Board concerning the exercise and enjoyment of authority under such agreements. At the conclusion of the first full calendar year in which this agreement is in effect, and annually thereafter, a majority of signatories represented on the Board may designate a specific member, officer or agent, to act as administrator. It shall be the duty of the Board to evaluate the exercise of authority under this and related mutual law enforcement assistance agreements and to recommend reasonable and necessary amendment or modification thereof to their governing or legislative bodies.
6. **Financial Administration.** The methodology for determining the fair costs of non-emergency assistance mutual aid, for contracting for services, for adjustments to service delivery and compensation therefore, for billing and payments for services, and for the transfer and disposition of capital assets for this Agreement and subsequent agreements that incorporate it is governed by the Finance and Administration Provisions attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein. Financial administration for emergency assistance mutual aid is governed by paragraph 2(a)(iii) of this Master Agreement.
7. **Personnel.** No transfer of any personnel between the parties is provided for by this agreement. Each party to this agreement shall continue to provide to its own personnel who may assigned to render assistance to any other party or who may otherwise exercise or enjoy authority under this agreement the same salaries, compensation for death or disability, retirement and leave, cost of transportation, and other normal fringe benefits as such personnel would receive from that party as their employing agency.
8. **Property.** No transfer of property between the parties or to any third party is provided for by this agreement.

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9. Supervision and Control Over Officers.

a) Major Incidents.

- (i) Incident Commander. The sheriff or chief, or their authorized representative legally responsible for police protection at the scene of the major incident shall remain in charge as incident commander or incident coordinator and shall provide general directions to all aiding agency personnel.
- (ii) Incident Coordinator. Where the services of the responding agencies are required on a dispersed basis or at several locations, the sheriff or chief, or designated officer in charge for the agency requesting assistance shall be the incident coordinator. The coordinator shall have the authority to assign responding agency personnel to locations within or without his/her jurisdiction, save that as to responding personnel dispatched to locations outside of his/her jurisdiction, the coordinator shall forthwith give notice of such dispatch to the senior officer in the jurisdiction to which said personnel are dispatched, and said senior officer shall forthwith be deemed the officer responsible for personnel serving in his/her jurisdiction, and, under the coordinator, shall provide direction to such responding personnel so that the desired effect may result.
- (iii) Special law enforcement units. Special law enforcement units, such as "Special Weapons and Tactics Teams," "Hostage Negotiation Teams," "Hazardous Devices or Bomb Squads," and other specialized teams, when requested will maintain their unit integrity and will be responsible to an incident commander from their agency. The incident commander will correlate his/her unit's actions with the incident coordinator to achieve the desired results, but shall retain full authority to assign, deploy, and initiate action by his/her unit; and may withdraw his/her unit or request that personnel from other agencies avoid or discontinue activities which, in his/her discretion will compromise or hinder the effective performance of his/her unit.
- b) Investigative Activity. Personnel who exercise or enjoy investigative authority under this agreement without prior delegation of direct supervision to another party, shall be deemed to be under the command and control of their employing agency.
- c) Exercise of Authority by Consent. General authority Washington peace officers exercising authority by consent within the primary territorial

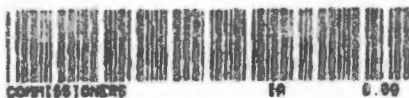


jurisdiction of another Washington law enforcement agency shall be deemed to be under the command and control of their employing agency.

- d) **Special Law Enforcement Units.** Personnel assigned to special law enforcement units who exercise or enjoy authority by virtue of commissions or special commissions granted under this agreement, despite prior delegation of general supervision to the incident commander, incident coordinator or other authorized representative of another party, shall be deemed to be under the command and control of their employing agency.
10. **Privileges and Immunities.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension relief, disability, workers' compensation insurance and other benefits that apply to the activities of law enforcement personnel when performing their duties within the territorial limits of their employing agencies apply to them and to their employing agencies to the same degree and extent while the officers exercise authority under this agreement.
11. **Liability and Indemnification.** It is understood that this Agreement for mutual aid shall constitute the sole consideration for all requested assistance and during the course of rendering aid the use of personnel or equipment of each party shall be at the risk of that party. Each party hereto shall protect its own employees performing under this Agreement by adequate workers compensation insurance or self-insurance. Each party hereto shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self-insurance to cover claims for injury to persons or damage to property arising from the performance of this Agreement. Each jurisdiction shall be responsible for the acts of its own employees.

Each party, as the employing agency, hereby agrees to indemnify and hold harmless all other parties and their officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the employing agency's personnel in the exercise or enjoyment of this agreement, subject to the following provisions and limitations:

- a) **Generally.** Except as provided herein, liability for any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly from the provision of mutual law enforcement assistance in accordance with this agreement shall be allocated in accordance with ORS 190.476 and/or RCW 10.93.040;
- b) **Special Law Enforcement Units.** Notwithstanding the prior delegation of general supervisory control over personnel in special law enforcement units to an incident commander, incident coordinator or other authorized



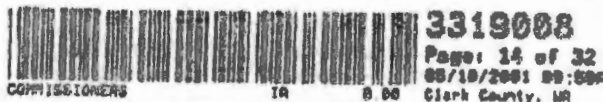
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representative, the duty to indemnify and hold harmless shall remain with the party which is the employing agency of such personnel, except as provided below.

- c) Claims Involving Unauthorized Intentional Conduct. The duty to defend or indemnify, established herein, shall not extend to liability alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the unauthorized intentional conduct of personnel of any other party.
- d) Claims Involving Sole Conduct of Person or Party. The duty to defend or indemnify, established herein, shall not extend to liability alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the sole acts, omissions or negligence of personnel of any other party.
- e) Claims Involving Concurrent Conduct. The duty to defend or indemnify, established herein, shall extend to liability for damages alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the concurrent acts, omissions or negligence of personnel of the parties only to the extent of the actual negligence of such personnel. Notwithstanding the existence of related liability claims against other parties, as to claims of concurrent liability, the duty to defend and indemnify shall extend to the party whose personnel's actual conduct, act or omission is agreed by the parties or later determined to have been the direct cause of the injury to persons or damage to property which is the subject matter of the claim.
- f) Claims by Personnel of Party. Each party shall indemnify and hold harmless the other parties for liability for damages alleged or found to have arisen out of bodily injury to its personnel arising directly or indirectly out of the exercise or enjoyment of authority under this agreement. As to such claims against any other party, its officers or agents, each of the parties to this agreement specifically and expressly waive any immunity that may be granted them under the workers' compensation laws of the States of Oregon or Washington.
- g) Property of the Parties. No party to this Master Agreement shall be obligated to reimburse any other party for use of personnel or equipment, except that, in the event of emergency assistance in a major incident, the requesting agency shall retain responsibility for all extraordinary equipment, materials and supplies, including reasonable subsistence expenses, in accordance with paragraph 2(a)(iii) hereof.
- h) Notice of Claims or Actions. If any party receives notice of claim, suit or action arising from the exercise or alleged exercise of authority under this

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ENFORCEMENT ASSISTANCE AGREEMENT - 12 of 30



Agreement, such party shall promptly notify in writing the administrator designated by the Board in accordance with paragraph 5, above, and/or all other parties who are or may be affected by such notice of claim, suit or action.

- i) The indemnification requirements contained herein are subject to the limitations contained in the Oregon Constitution and the Oregon Tort Claims Act.(ORS 30.260-.300).

The indemnification provided herein shall include all costs of defending any suit, including attorney fees.

12. **Reporting.** Any exercise of investigative authority under this agreement must meet the notification requirements set forth in paragraph 2, as well as the reporting requirements of ORS 190.474 and/or RCW 10.93.030, as now enacted or hereafter amended. In addition, copies of reports relating to the exercise of authority shall be provided to the administrator designated by the Board.
13. **Media Relations.** In the event the actual exercise or enjoyment of authority pursuant to this Agreement results in a press conference, press release or other media relation involving any party, said party shall provide notice thereof, together with copies of briefings, releases or other similar documents, to the chief law enforcement officer or authorized representative of any other affected party.
14. **Termination.** Any party herein shall have the right to terminate this Agreement for any reasons whatsoever upon giving the other parties thirty (30) days written notice in advance of the date sought for such termination; PROVIDED, that the terms and conditions of this Agreement shall continue in full force and effect for the duration of any subsequent or subsequently amended mutual law enforcement assistance agreements to which this Agreement applies on the date of notice of termination and, PROVIDED, that, as to such party, any obligation or liability arising directly or indirectly from an occurrence prior to the date sought for such termination shall not be excused and, PROVIDED FURTHER, that this agreement shall remain in full force and effect as to the remaining parties hereto so long as at least two parties remain active participants.
15. **Dispute Resolution.** In the event of a dispute between any parties regarding the exercise or enjoyment of authority under this agreement, the dispute and options for its resolution shall be reviewed, first, by chief law enforcement officers and, second, by the designee of the governing or legislative body of the affected agencies. Any decision of the affected parties regarding the dispute shall be final as between those parties and shall be communicated in writing to the designated administrator of the Board. Any dispute, controversy or claim of breach arising out of or related to this agreement, which cannot be resolved by the affected parties, shall be referred, first, to the designated administrator and, second to the Board for mediation. The designated administrator or mediator(s) appointed by a

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majority of the Board shall review the dispute, controversy or claim and options for its resolution. Any action taken or decision made in informal consultation or mediation shall be subject to ratification by the governing or legislative body of the affected public agencies. Any dispute, controversy or claim of breach which cannot be resolved by mediation, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in ORS Chapter 36 or RCW Chapter 7.04, as the case may be, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Assignment/Subcontracting.** No party to this agreement shall transfer or assign, in whole or in part, any right or obligation created under this agreement.
17. **No Third Party Beneficiary.** By execution of this agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.
18. **Non-Discrimination.** In the exercise and enjoyment of authority under this agreement, no party shall discriminate against any personnel because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, any physical, mental or sensory disability, or actual or perceived sexual orientation.
19. **Notice.** Any notices to be given under this agreement shall be sufficient when delivered, postage prepaid, and addressed (a) to the affected party or parties at the address(es) listed on their signature page of this agreement and (b) to the designated administrator at such address as he or she may from time to time provide to the parties.
20. **Waiver.** No waiver by any party of any term or condition of this agreement, or prior agreements ratified hereby, shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
21. **Incorporation/Ratification of Pre-existing Mutual Law Enforcement Assistance Agreements.** Any pre-existing mutual law enforcement assistance agreements between two or more parties to this Agreement, identified in Appendix I to the signature page of each affected party and attached as exhibits to such appendices, are incorporated herein as if fully set forth in this agreement. As between the affected parties, such agreements remain in full force and effect.
22. **Priority of Documents and Construction.**
  - a) **Pre-existing Agreements.** Subject to paragraph 24, below, all terms and conditions of this Agreement, not inconsistent with the provisions of any pre-existing mutual law enforcement agreement between two or more parties hereto, shall control over such pre-existing agreement. In case of

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conflict between the terms of this agreement and the provisions of a pre-existing mutual law enforcement assistance agreement between two or more parties hereto, as to those parties the specific provisions of the pre-existing agreements shall control over this agreement.

- b) Subsequent Agreements, Subsequently Amended Agreements. Subject to paragraph 24, below, all terms and conditions of this Agreement, shall control over inconsistent provisions of any subsequent mutual law enforcement assistance agreements or subsequent amendment to any mutual law enforcement assistance agreement between two or more parties hereto, Provided, However, that the parties may agree that specifically identified terms and conditions of this Agreement shall be superseded, in which case, the specific provisions of the subsequent mutual law enforcement assistance agreement or amended law enforcement assistance agreement shall control over the specified provisions of this Agreement.
23. Entire Agreement. This agreement, combined with the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements, contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein and no other prior agreements shall be effective to the contrary.
24. Amendment. The provisions of this agreement and of the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements may be amended with the mutual consent of the parties or, in the case of pre-existing agreements, by the affected parties. However, no additions to, or alterations of, the terms of this agreement shall be valid unless made in writing and formally approved and executed by all of the parties hereto.
25. Document Execution and Filing. By execution of this agreement, each party represents that it has authority to act and that it has submitted, or will submit, this agreement for review and filing as may be required by the laws of Oregon or Washington.
26. Severability. If any section or part of this agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this agreement.

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ENFORCEMENT ASSISTANCE AGREEMENT - 15 of 30



## Exhibit A

### FINANCE AND ADMINISTRATION PROVISIONS

For purposes of this Master Interlocal Mutual Law Enforcement Assistance Agreement and subsequent agreements or amended agreements that incorporate it, the parties agree that the following method for determining fair costs for contracting services between jurisdictions and for the cost sharing of agreed to services shall govern, regardless of which jurisdiction manages the service:

1. **PURPOSE.** The purpose of this agreement is to set forth the financial and administrative procedures the undersigned parties incorporate into subsequent service agreements
2. **DEFINITIONS:**
  - a) **Government.** Jurisdiction that solicits and pays for the service(s).
  - b) **Contractor.** Jurisdiction that contracts to provide the service(s).
  - c) **Jurisdiction.** See Master Inter local section 4. Parties.
  - d) **Cost centers.** The sum total of all direct costs, departmental overhead costs and interdepartmental indirect costs required providing a specific service.
  - e) **Allocation.** That portion of the Contractor's cost center that is directly attributable to the provision of services.
  - f) **Direct costs.** Those costs that can be identified specifically with a particular final cost objective.
3. **COST OF SERVICES**
  - a) **Cost center calculation.** Costs for services shall be calculated using the Contractor's current year adopted budget. The cost center shall be the sum total of all direct costs, departmental overhead costs and interdepartmental indirect costs.
  - b) **Direct Cost Calculation.** Direct costs shall include all personnel salaries, benefits, supplies and services of those programs that are directly involved in the provision of services.
    - i) **Capital costs.** Capital budget appropriations for equipment that costs \$5,000 or less shall be included in the current year cost center, PROVIDED that if the Contractors current capital policy is for an amount higher than \$5,000 the higher amount shall be



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the applicable policy. Equipment that costs \$5,000 (or the Contractor's applicable policy amount) or more shall be depreciated over the service life of said equipment and only the current year depreciation shall be included in the cost center.

- ii) **Equipment costs.** Equipment costs shall include all Contractor's cost (e.g. maintenance, fuel depreciation).
- c) **Departmental overhead costs.** Department overhead shall include all administrative and support costs related to service operations and shall be proportionate to the direct cost of services.
- d) **Inter departmental indirect costs.** The parties agree that the Contractor may use its most current published indirect plan when costing services. The plan must be in accordance with OMB Circular A-87.
- i) **Self-Insurance.** The Contractor may recover the annual costs of their self-insurance program by either including the program as an element of their indirect cost plans or by charging programs directly. The program shall be subject to actuarial review at least every five years and the annual internal charge shall represent an amount that maintains the program.
- e) **Depreciation.** The Contractor can recover the cost of replacing "booked" facility or equipment assets. The method of recovery will be determined by the agreements subject to this Master Inter local Assistance Agreement.
- f) **Revenue.** If the Contractor receives revenues that offset direct, departmental overhead and interdepartmental indirect expenses, the revenues will be applied to the applicable expense category prior to the allocation of costs to the Government.
- g) **Allocation of costs.** The allocation of service costs must be based on one or more measurable factors, including but not limited to:
  - i) The geographic size of the area to be serviced;
  - ii) The population of the area to be serviced;
  - iii) The assessed valuation of the area to be serviced;
  - iv) The level of service to be delivered;
  - v) Workload statistics or other relevant data bases.
- h) **Reconciliation of contracted (budgeted) costs with actual costs.** For those service contracts wherein the cost of services to the Government is based on a percentage allocation of the Contractor's total current year budget, there shall be a year-end reconciliation of the Contractor's budgeted appropriations for the service cost center with the Contractor's actual costs for the service cost center; said reconciliation to be made following the thirteenth month accounting period. In those circumstances where the Contractor's year-end actual costs are less than the amount that was appropriated in the Contractor's budget, the Government shall receive a monetary rebate for the cost of

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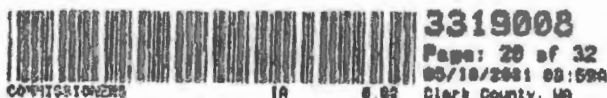
services within 30 days subsequent to the reconciliation date, or at the Government's option, a credit for the cost of the subsequent year services.

- i) **Calculation of the rebate/credit.** The amount of the rebate or credit shall be based on the Government's allocated share of the costs; e.g. if the Government's allocated share of the Contractor's cost center is twenty five (25) percent, the Government shall be entitled to a rebate or credit equaling twenty-five percent of the difference between the Contractors budgeted appropriations for the cost center and the Contractors actual costs.
- i) **Reconciliation of adopted budget with thirteenth month budget.** There shall be a year-end reconciliation of the Contractor's original adopted budget with Contractor's budget as it exists following mid-year supplemental appropriations or other budget adjustments. Mid-year legislative resolutions which adjust the Contractors budgeted cost center shall also adjust the Government's service costs in accordance with the percentage allocation that was contractually agreed to; PROVIDED that the Government shall have the right to question the validity of these supplemental appropriations not directly related to the provision of Government services pursuant to Sections 3a through 3d of this agreement.
- i) **Validity of supplemental appropriations.** The Contractor shall provide the Government with a copy of all mid-year budget resolutions and associated staff reports. If the Government wishes to question the validity of all or of some part of a supplemental appropriation, the Contractor's finance director and the Government's finance director shall attempt to resolve the matter. If the Contractor's finance director and the Government's finance director are unable to resolve the matter, the provisions for dispute resolution set forth in the Master Interlocal agreement shall apply.

#### 4. CHANGE IN SCOPE OF SERVICES.

- a) **Mid-year adjustments to service delivery.** The Government may order changes in the delivery of services consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the Contractor's services have been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Government and the Contractor.
- i) **Additional compensation.** If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Government's Finance Director in writing of this belief. If the Government's Finance Director believes that the particular work is within the scope of the contract as written, the parties, will resolve their dispute in accordance with the Master Interlocal Assistance Agreement.

MASTER INTERLOCAL MUTUAL LAW  
ENFORCEMENT ASSISTANCE AGREEMENT - 18 of 30



- b) **Annual adjustments to service delivery.** Each year, by September 5, or the first working day thereafter, the Contractor shall provide the Government with an estimate of the subsequent years service costs and service data and an estimate of the Government's contract amount for the same level of service for the subsequent year. By September 20 or the first working day thereafter, the Government shall notify the Contractor of any changes in service or service level for the subsequent year. By October 10 or the first working day thereafter, the Contractor shall provide the Government with the estimated contract amount for the subsequent year based on the changes in service requested by the Government.
- i) **Reconciling final adopted budget with contract.** The Contractor shall adjust the contractual cost of services to reflect the final adopted budget and shall notify the Government in writing of any adjustments made to the contract amount, on or before December 31.

#### 5. FINANCIAL REPORTING and PAYMENT REQUIREMENTS.

- a) **Monthly reports.** The Contractor shall provide the Government with monthly revenue and expenditure reports. The reports shall be tailored to report only those revenues and expenditures that are associated with the service agreement.
- b) **Ending reports.** The Contractor shall provide the Government with reports showing total ending revenues and expenditures associated with the service agreement either at the termination of the agreement or at the end of the calendar year, whichever occurs earlier.
- c) **Billing procedures.** It is contemplated that service costs to the Government may be based either upon the Contractor's actual monthly costs of service, or upon the Contractor's budget, pursuant to Section 3 of this agreement. If service costs are based on the Contractor's actual monthly costs, payments shall be made within 30 days after receipt of the Contractor's bill. If service costs are based on the Contractor's budget, the Government shall make four equal quarterly payments. The Contractor shall issue the bill by the fifteenth (15th) day of the month and payments by the Government shall be due within thirty (30) days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1 %) per month.

#### 6. TRANSFER AND DISPOSITION OF CAPITAL ASSETS

- a) **Transfer of real property at agreement termination.** Upon termination of this agreement, non-infrastructure property, such as land and buildings shall be transferred at fair market value as determined by an appraisal from disinterested persons of suitable qualifications; PROVIDED, the Contractor shall have discretion to sell such assets and the Government shall have discretion to buy.





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EXECUTED on the day and year first written below.

**CITY OF BATTLE GROUND, WASHINGTON**

\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

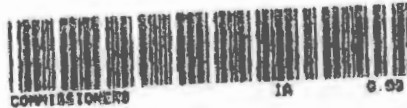
Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

Address for Notice:  
Ron Johnson, Police Chief  
Battle Ground Police Department  
City of Battle Ground  
P.O. Box 3129  
Battle Ground, WA 98604





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Clark County, WA

EXECUTED on the day and year first written below.

**CITY OF CAMAS, WASHINGTON**

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

**Address for Notice:**

Don Chaney, Police Chief  
Camas Police Department  
City of Camas  
2100 N.E. 3<sup>rd</sup> Avenue  
Camas, WA 98607

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EXECUTED on the day and year first written below:

CLARK COUNTY SHERIFF

Garry E. Lucas, Sheriff

Date: 05/02/2001

BOARD OF COUNTY  
COMMISSIONERS, Clark Co., WA

Betty Sue Morris, Chair

Judie Stanton, Commissioner

Craig Pridemore, Commissioner

Approved as to form:  
ARTHUR D. CURTIS  
Prosecuting Attorney

Senior Deputy

ATTEST:

Clerk to the Board

Address for Notice:

Garry E. Lucas, Sheriff  
Clark County Sheriff's Office  
Post Office Box 410  
Vancouver, WA 98666

MASTER INTERLOCAL MUTUAL LAW  
ENFORCEMENT ASSISTANCE AGREEMENT - 23 of 30



EXECUTED on the day and year first written below.

CITY OF LA CENTER, WASHINGTON

\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

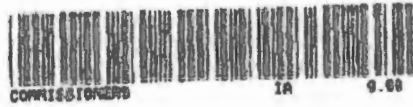
Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

Address for Notice:  
Tim Hopkin, Police Chief  
La Center Police Department  
214 E. 4th  
La Center, WA 98629

MASTER INTERLOCAL MUTUAL LAW  
ENFORCEMENT ASSISTANCE AGREEMENT - 24 of 30



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Page: 25 of 32  
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Clark County, WA

EXECUTED on the day and year first written below.

CITY OF PORTLAND, OREGON

Vera Katz  
Vera Katz  
Mayor  
Date: 3-22-01

Approved as to form:

\_\_\_\_\_  
Clerk

Debra  
Deputy City Attorney

Address for Notice:

Mark A. Kroeker  
Chief, Bureau of Police  
1111 S.W. 2<sup>nd</sup> Avenue  
Portland, OR 97204

APPROVED AS TO FORM

Jeffrey L. Rogien *DL*

CITY ATTORNEY

Portland, OR 97

MASTER INTERLOCAL MUTUAL LAW  
ENFORCEMENT ASSISTANCE AGREEMENT - 25 of 30

**MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT**

**CONDUCTING VEHICULAR PURSUITS**

**Battle Ground Police Department, Camas Police Department, Clark County Sheriff's Office, La Center Police Department, Ridgefield Police Department, Washougal Police Department, Washington State University, and Vancouver Police Department**

THIS MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT is entered into by and between the undersigned parties in order to set uniform guidelines for members who respond to calls for service and take courtesy reports for outside agencies.

This Agreement is subject to all consistent terms and conditions of that certain Master Interlocal Mutual Law Enforcement Assistance Agreement ("Master Agreement") executed in 2010 by the parties, and recorded with the Clark County Clerk's Office under Recording Number 3379036, except as expressly provided herein.

Therefore, for and in consideration of the following covenants, the parties agree as follows:

**Effective Date and Duration.** This Agreement shall be effective from the date the Agreement is executed by at least two parties and shall renew automatically on the first day of each following January thereafter unless terminated in accordance with the provisions of the Master Agreement between the parties.

**Purpose and Function.** The purpose of this Agreement is to establish guidelines and to identify expected behavior and guidelines for vehicular pursuits by law enforcement agencies in Clark County, Washington.

**Goals.**

- 1) To develop procedures and identify role expectations for pursuits within Clark County, and which may enter other jurisdictions, both within and outside of the jurisdictional boundaries of Clark County and its municipalities.
- 2) To provide a framework for better management of interagency pursuits.
- 3) To reduce the risk of injury to officer(s) and/or deputies, citizens, and damage to property.
- 4) To reduce confusion between jurisdictions.

- 5) To provide law enforcement officers and/or deputies in Clark County and its municipalities guidelines for initiating, participating in and terminating vehicular pursuits.

**Definitions:**

Vehicular Pursuit: An active attempt by an officer and/or deputy in an emergency vehicle to apprehend a fleeing suspect in a motor vehicle who is actively attempting to elude apprehension. The officer and/or deputy must have a reasonable suspicion that the subject is aware of the officer and/or deputy's attempt to stop the vehicle.

Emergency Vehicle: A vehicle of this department equipped with at least one lamp capable of displaying a red, blue, or red/blue combination light visible from at least five hundred feet in normal sunlight and a siren capable of giving an audible signal.

Attempt to elude: Any driver of a motor vehicle who willfully fails or refuses to immediately bring their vehicle to a stop and who drives their vehicle in a reckless manner while attempting to elude a pursuing police vehicle, after being given a visual or audible signal to bring the vehicle to a stop, shall be guilty of a class C felony. The signal given by the police officer may be by hand, voice, emergency light, or siren. The officer giving such a signal shall be in uniform and the vehicle shall be equipped with lights and sirens.

Primary pursuit unit: The police unit which initiates a pursuit, or any unit which assumes control of the pursuit, and has the responsibility of attempting to stop a fleeing vehicle.

Support pursuit unit(s): Any police vehicle that becomes involved as a backup to the primary pursuit unit.

Pursuit Supervisor: Any officer or deputy with supervisory rank actively engaged in the pursuit; the highest ranking officer will assume the pursuit supervisor position.

Originating Agency: The representative agency of the officer and/or deputy that originates the pursuit.

Receiving Agency: The agency having primary law enforcement responsibility within the jurisdiction the pursuit travels to.

Barricade: The intentional blocking of a roadway, by any means, to stop a vehicle being pursued.

Boxing in: The placement of a police vehicle into the path or potential path of a vehicle with the intent of slowing and stopping the vehicle or keeping the vehicle stopped.

Ramming (deliberate): Using a police vehicle to purposely cause forceful contact with another vehicle in order to bring that vehicle to a stop.

Spike Strips: A strip of belting containing specially designed hollow spikes which penetrates tires, thereby slowly deflating a tire(s).

Pursuit Immobilization Technique: A forced rotational vehicle stop of a non-compliant suspect in an effort to end the suspect's flight.

### **Policy.**

It is the policy of this interagency agreement to be subservient to individual department pursuit policies.

- 1) The primary considerations when determining whether to initiate, continue or terminate a vehicular pursuit are public safety and the safety of officer and/or deputies. All personnel shall balance the necessity for immediate apprehension against the danger to life and property inherent in pursuit situations.
- 2) Officers and/or deputies are authorized to engage in vehicular pursuits in the following circumstances:
  - a) The suspect(s) poses an immediate or future threat of death or serious bodily injury to officers or to the public.
  - b) When the officer and/or deputy has a reasonable suspicion that the driving conduct is so outrageous that failure to apprehend the driver will endanger the driver of the suspect vehicle, the officer and/or deputy or members of the public, including occupants of the suspect vehicle. The officer and/or deputy must have this suspicion *prior to* the initiation of the stop.
  - c) When the officer and/or deputy has a reasonable suspicion that the offense of driving while intoxicated where the driving of the subject *prior to* the attempted stop already presents an intolerable risk of injury or death to person(s) other than the subject.
  - d) When the officer and/or deputy has a reasonable suspicion that a domestic violence assault is occurring within the suspect vehicle.
  - e) Where a violent felony has been committed, or the officer and/or deputy has a reasonable suspicion that a violent felony will be committed if the subject is allowed to escape, even if the subject is known and could be apprehended by a warrant at a later date.

- f) Pursuits other than those authorized by this policy and procedure are specifically prohibited.*
- 3) Officers and/or deputies will take specific actions when initiating a pursuit.
- a) Officers and/or deputies are able to articulate that the necessity to immediately apprehend the fleeing suspect(s) outweighs the risk to life and property inherent in pursuit situations.
  - b) When deciding whether to initiate a pursuit, officer and/or deputies scrutinize property crimes more closely than violent crimes. Property crimes alone do not constitute justification for a pursuit barring extraordinary circumstances. Examples of extraordinary circumstances include, but are not limited to, the display of a weapon, or any situation where the suspect's actions constitute a threat to citizen or public safety. The extraordinary circumstance must be present prior to the time that a pursuit is initiated. In the event that a stolen vehicle flees, a pursuit is **not authorized** if the only factor involved is the crime of vehicle theft, or possession of a stolen vehicle. Officers and/or deputies engaged in pursuing a stolen vehicle must be able to articulate other permissible factors justifying the pursuit of the stolen vehicle.
  - c) Officers and/or deputies shall consider a number of factors when deciding whether to initiate a pursuit including, among others, the safety of the public in the area, the safety of the pursuing officers and/or deputies and the conditions of the pursuit.
- 4) Officers and/or deputies will follow specific guidelines during vehicular pursuits
- a) The primary pursuit unit initiates a pursuit and has responsibility for attempting to stop the fleeing vehicle and/or terminate the pursuit within guidelines.
  - b) The support pursuit unit(s) provide backup to the primary pursuit unit
  - c) Officers and/or deputies who are on duty but are not actively involved in the pursuit do not engage in the pursuit unless specifically assigned to do so by a supervisor. Officers may take action to increase the safety of the community by stopping cross traffic ahead of the pursuit.
  - d) On duty supervisory personnel have the primary responsibility to be aware of pursuits and to assume command responsibility for the monitoring and control of the pursuit as it progresses.
- 5) Officers and/or deputies engaged in a vehicular pursuit will drive with due regard for the safety of themselves and all other persons within the pursuit area.



- a) Officers and/or deputies are not to engage in pursuits with a non-commissioned passenger in the vehicle such as a prisoner, suspect, complainant, witness or citizen rider.
  - b) Officers and/or deputies are not to engage in pursuit techniques that require the officer and/or deputy to drive in the opposing or wrong direction on a freeway or divided highway.
  - c) Officers and/or deputies are not to attempt to pull alongside a fleeing vehicle and intentionally attempt to force it into any obstacle.
  - d) Officers and/or deputies are not to direct the spotlight at the direct vision of the suspect or at the windshield or side windows of a suspect vehicle while in motion. Directing the spotlight from behind into the back of the suspect vehicle to aid in identifying occupants may be utilized.
- 6) Personnel operating unmarked or special purpose vehicles are authorized to engage in vehicular pursuits when:
- a) The vehicle is equipped with at least one lamp capable of displaying a red, blue, or a red/blue combination light visible from at least five hundred feet in normal sunlight and a siren capable of giving an audible signal.
  - b) The officer and/or deputy operating the pursuit vehicle is in uniform, or if not in uniform, they may pursue until a marked unit becomes available.
  - c) The vehicle being pursued is being operated by a fleeing suspect who represents an immediate and direct threat to life.
  - d) All other requirements of this policy can be met.
  - e) When a marked vehicle becomes available to take over the pursuit, the unmarked vehicle assumes the position of a support pursuit unit until a second marked unit arrives. At that time, the unmarked vehicle may assume the position of the third support pursuit unit for purposes of tactical vehicle intervention or for officer and/or deputy safety purposes should the pursuit be terminated and the suspect vehicle stopped.
- 7) Personnel operating motorcycles are authorized to engage in pursuits when:
- a) The motorcycle is equipped with at least one lamp capable of displaying a red, blue, or red/blue combination light visible from at least five hundred feet in normal sunlight and a siren capable of giving an audible signal.
  - b) The vehicle being pursued is being operated by a fleeing suspect who represents an immediate and direct threat to life.

- c) Weather, road and related conditions allow.
  - d) All other requirements of this policy can be met.
  - e) The motorcycle terminates involvement in the pursuit when at least two four-wheeled vehicles become primary and support units in the pursuit.
- 8) Personnel are authorized to use pursuit intervention techniques to control a pursuit, to reduce risks associated with the pursuit and/or to bring a pursuit to a conclusion.
- a) Pursuit intervention techniques are considered a use of force and may be deadly force. ***Officers and/or deputies will use pursuit intervention techniques in accordance with their department's policy.***
  - b) Officers and/or deputies are authorized to use pursuit intervention techniques only after receiving training and are certified in the specific technique used.
  - c) Prior to the deployment of any pursuit intervention technique, all officers and/or deputies actively engaged in the pursuit shall be communicating on the same radio frequency and shall communicate their actions on air prior to deployment.
  - d) The following are authorized techniques:
    - i) Pursuit Immobilization Technique (PIT) to stop and apprehend a fleeing suspect whose actions indicate a disregard for the safety of the public and police officer and/or deputies.
    - ii) Tire Deflation Devices (Spike Strips) alone or in conjunction with other pursuit intervention techniques only after the supervisor in command of the pursuit is notified of the intended use of spike strips.
    - iii) Intentional Intervention (Ramming) is authorized only when there is a necessity to stop the suspect by using deadly force in order to protect officers and/or deputies and the public.
- 9) Officers and/or deputies and/or supervisors may terminate pursuits under any one of the following circumstances:
- a) Any officer, deputy or supervisor involved in the pursuit reasonably believes that the risks associated with continued pursuit are greater than the risks to the public associated with the suspect remaining at large.
  - b) The suspect's identity has been established and immediate apprehension is not necessary to protect the public or officer and/or deputies.

- c) The pursuit vehicle's location is no longer known.
  - d) Weather or traffic conditions substantially increase the danger of pursuit beyond the worth of apprehending the suspect.
  - e) The distance between the pursuit and fleeing vehicles is so great that further pursuit is futile.
  - f) If a pursuit travels outside of the boundaries of the initiating agency, another agency accepts responsibility for the pursuit or communicates refusal to accept responsibility.
  - g) If an accident occurs in the pursuit with an uninvolved citizen and there are no other police or medical personnel readily available.
- 10) Vehicular pursuits traveling into other Washington jurisdictions.
- a) Officers and/or deputies involved in a pursuit traveling outside of their jurisdictional limits will contact CRESA to request assistance from the appropriate jurisdiction.
  - b) The originating agency will provide CRESA with the reason for the pursuit, and provide location, direction of travel, and vehicle/suspect description as soon as possible.
  - c) The receiving agency will advise as soon as possible what role they will assume (engagement, supervisory control, or perimeter support).
  - d) The primary and two additional support pursuit units continue in direct pursuit until the receiving agency is capable of accepting responsibility.
  - e) Once the receiving agency assumes the primary and support pursuit units, all involved original units will terminate the pursuit. One original unit may continue, obeying all traffic regulations, to the ultimate stop to assist in the establishment of probable cause for enforcement action against the offending driver.
  - f) If the receiving agency does not have a support unit, the original primary unit will remain in the pursuit as a support unit.
  - g) Involved units will monitor the pursuit on their vehicle radio until their part in the pursuit is terminated.
  - h) If the receiving agency refuses to accept responsibility for the pursuit, the originating agency may choose to continue to assume responsibility for the pursuit and continue the pursuit. If the receiving agency chooses to terminate the

pursuit due to a known public safety concern (i.e. community event, road closure, construction) then all involved units will terminate the pursuit.

- i) Following conclusion of the pursuit, the primary/originating agency supervisor will communicate with the receiving agency.
- 11) Vehicular pursuits into the State of Oregon are authorized only if the subject being pursued has committed a felony or is reasonably suspected of having committed a felony or a violation of another state law relating to driving while intoxicated, or driving under the influence of drugs or alcohol.
- a) The primary or support pursuit unit, whichever unit is transmitting locations and directions to dispatch, will notify CRESA when the pursuit appears that it is going into Oregon.
  - b) Dispatch will notify the appropriate Oregon agency of the pursuit and the talk group being used.
  - c) Once the Oregon agency assumes primary and support pursuit units, all involved Washington units will terminate the pursuit. One original unit may continue, obeying all traffic regulations, to the conclusion point of the pursuit to assist in the establishment of probable cause for enforcement action against the offending driver.
  - d) If the receiving agency does not have a support unit, the primary unit will remain in the pursuit as the support unit.
  - e) If the Oregon agency refuses to accept responsibility for the pursuit ***or terminates the pursuit***, all involved units will terminate the pursuit.
  - f) Following conclusion of the pursuit, the primary/originating agency supervisor will communicate with the receiving agency.
- 12) Caravanning: A maximum of three (3) units, regardless of combination of departments, shall be engaged in a pursuit. (Exceptional circumstances authorized by a supervisor may warrant an exception to this restriction, ie., multiple dangerous suspects, shots fired, armed robbery)
- 13) All vehicular pursuits will be documented and reviewed consistent with the guidelines and policies of all involved agencies.
- a) The primary pursuit unit and support unit(s) officer and/or deputies will complete written reports detailing the pursuit.
  - b) The supervisor in command of the pursuit will complete a supervisor's pursuit report.

- c) All pursuit reports will be reviewed in accordance with the review policies of the involved agencies.

**Choice of Law.**

The parties agree that, in connection with their activities under the Interlocal Agreement, they shall comply with all applicable federal, state, and local laws or regulations and, further, that this Mutual Law Enforcement Assistance Agreement shall be construed according to the laws of the State of Washington.

EXECUTED on the day and year first written below.

**CITY OF CAMAS, WASHINGTON**

\_\_\_\_\_  
Mitch Lackey, Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott Higgins, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

Address for Notice:

MITCH LACKEY, Police Chief  
Camas Police Department  
City of Camas  
2100 N.E. 3<sup>rd</sup> Avenue  
Camas, WA 98607

EXECUTED on the day and year first written below.

CLARK COUNTY SHERIFF

BOARD OF COUNTY  
COUNCILORS, Clark Co., WA

\_\_\_\_\_  
Chuck E. Atkins, Sheriff

\_\_\_\_\_  
Marc Boldt, Chair

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeanne Stewart, Councilor

\_\_\_\_\_  
Julie Olson, Councilor

\_\_\_\_\_  
John Blom, Councilor

\_\_\_\_\_  
Eileen Quiring, Councilor

Approved as to form:  
TONY GOLIK  
Prosecuting Attorney

ATTEST:

\_\_\_\_\_  
Senior Deputy

\_\_\_\_\_  
Clerk to the Board

Address for Notice:  
CHUCK E. ATKINS, Sheriff  
Clark County Sheriff's Office  
Post Office Box 410  
Vancouver, WA 98666

EXECUTED on the day and year first written below.

**CITY OF VANCOUVER, WASHINGTON**

\_\_\_\_\_  
James McElvain, Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Eric Holmes, City Manager

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

Address for Notice:

JAMES MCELVAIN, Police Chief  
Vancouver Police Department  
City of Vancouver  
P.O. Box 1995  
Vancouver, WA 98668



EXECUTED on the day and year first written below.

**CITY OF WASHOUGAL, WASHINGTON**

\_\_\_\_\_  
Ron Mitchell, Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Sean Guard, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

Address for Notice:

RON MITCHELL, Police Chief  
Washougal Police Department  
City of Washougal  
1320 A Street  
Washougal, WA 98671

EXECUTED on the day and year first written below.

**CITY OF BATTLE GROUND, WASHINGTON**

\_\_\_\_\_  
Bob Richardson, Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Swanson, City Manager

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

Address for Notice:

BOB RICHARDSON, Police Chief  
Battle Ground Police Department  
City of Battle Ground  
507 SW 1<sup>st</sup> Street  
Battle Ground, WA 98604

EXECUTED on the day and year first written below.

**CITY OF RIDGEFIELD, WASHINGTON**

\_\_\_\_\_  
John Brooks, Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Steve Stuart, City Manager

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

Address for Notice:

JOHN BROOKS, Police Chief  
Ridgefield Police Department  
City of Ridgefield  
116 North Main Avenue  
Ridgefield, WA 98642

EXECUTED on the day and year first written below.

**CITY OF LA CENTER, WASHINGTON**

\_\_\_\_\_  
Marc Denney, Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Greg Thornton, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City Attorney

Address for Notice:

MARC DENNEY, Police Chief  
La Center Police Department  
City of La Center  
105 W 5<sup>th</sup> Street  
La Center, WA 98629

EXECUTED on the day and year first written below.

**WASHINGTON STATE UNIVERSITY**

\_\_\_\_\_  
Dave Stephenson, Lieutenant  
Department of Public Safety  
Date: \_\_\_\_\_

\_\_\_\_\_  
Dean  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Attorney

Address for Notice:  
DAVE STEPHENSON, Lieutenant  
Department of Public Safety  
Washington State University  
14204 N.E. Salmon Creek Avenue  
Vancouver, WA 98686

# Exhibit C

Exhibit C

## **03.10.090 CALL RESPONSE OVERVIEW.**

Specific unit deployment for response to service calls is a shared responsibility of dispatchers and field supervisors.

Call prioritization demands that dispatch personnel be given considerable discretion and responsibility. Each call must be evaluated separately and assigned a priority ranking in relation to the entire patrol workload. Dispatchers and patrol supervisors must look at the total circumstances surrounding the call and plan an appropriate response.

Calls for service will be cancelled (such as by Q1) by a supervisor/sergeant, or by a deputy with supervisor/sergeant approval only. Groups or types of calls related to a time specific occurrence, such as fireworks complaints on New Year's Eve or the 4<sup>th</sup> of July, may be approved for cancellation via pre-arranged approval by a supervisor/sergeant.

## **03.10.091 CALL RESPONSE - PRIORITY I - II.**

Priority I calls are time critical requests involving situations where the presence of police officers is needed to interdict criminal activity and/or protect citizens. Also considered Priority I calls would be order maintenance and disturbance calls that would lead to violence or property destruction as well as medical emergencies. These are time critical calls where an officer can take some kind of prevention, deterrence or apprehension action or provide some other emergency services. In addition, officer involved situations which have use or threatened use of force implied against an officer(s), emergency officer assistance calls, serious felony or violent misdemeanor arrest situations and resistance to arrest of fleeing suspect situations can also be categorized as Priority I - II calls.

Calls of this type should be dispatched as soon as possible. If the district car is unavailable, the closest available unit should be dispatched. The closest available cover units should be utilized. This procedure shall be consistent for all beats including rural.

In response to Priority I calls, a minimum of two units will be assigned to respond. All units with an FTO and a trainee shall be considered a double unit for the purpose of determining the need for additional cars. The shift supervisor shall have the authority to make exception to this policy in individual cases in which he is able to justify his decision. Discretion is also appropriate when suspects are gone and only one unit may be appropriate.

## **03.10.092 CALL RESPONSE - PRIORITY III - IV.**

Priority III - IV calls are classified as those requiring a police response but where time is not a critical element. This type of call will include incidents that are not in progress and when an extended period of time has elapsed between the incident occurrence and notification of the police. Most cold auto thefts, burglary, and malicious mischief type calls would be classified as either Priority III or IV. Some judgment and discretion is necessary in regard to crimes against persons especially when injury has occurred.

Calls of this type may be held until the district car is free. When there is a delay, it is the important to fully inform the citizen as to the likely time of response. Studies have proven increased citizen satisfaction when units arrive when dispatchers say they will regardless of the dispatched delay.

If a call has held for more than one hour, the on-duty supervisor should be notified. The supervisor may choose to reassign the call or continue to hold it. If a citizen is informed of a

likely time of response and that time can't subsequently be met, the dispatcher or the supervisor should make subsequent telephone contact to explain the delay and reschedule a response time.

In response to Priority III or IV calls, one unit (one officer) will be assigned unless in the discretion of the dispatcher or field supervisor a need for additional officers is perceived.

### **03.10.093      CALL RESPONSE - PRIORITY V.**

Priority V calls encompass a wide range of requests that are not time critical, do not require a police response but do require some police action. Requests of this type include calls where no suspects or evidence are available, minor burglaries, and property crimes. Other types of service which would be handled through counseling or referrals would also be considered Priority V calls.

Most Priority V calls can be referred to the deputy working desk duty at Sheriff's Office precincts. If the person is insistent that a deputy be sent, the call will be referred to the on-duty field supervisor. In such cases, one unit will be sufficient.

### **03.10.094      ROUTINE DISPATCHES.**

Requests from agencies for routine area checks, address drive-bys or other requests that require the dispatching of another jurisdiction without the presence of the requesting agency:

- A. Will be taken via telephone when possible. A contact phone number will be obtained.
- B. If telephone contact from the requesting agency is not possible, all pertinent information will be taken from the requesting agency via the radio.
- C. This information will be relayed (by telephone if possible) to the affected jurisdiction's on-duty supervisor for evaluation and determination of dispatching of units.
- D. If the affected jurisdiction's supervisor refuses the request, they will be notified to contact the requesting agency via the contact telephone number.
- E. If there is no phone contact possible, the dispatcher will relay a brief message to the requesting agency via radio, advising that the on-duty supervisor of the affected agency has denied the request.

### **03.10.095      BACKUP REQUESTS.**

Requests for backup from another agency:

- A. Will immediately be relayed via radio or telephone to the affected on-duty supervisor.
- B. All pertinent information will be relayed, and immediate confirmation will be obtained.
- C. Unless otherwise directed by the supervisor, the dispatcher will send the closest available unit as the backup unit.

### **EMERGENCY BACKUP REQUESTS**

Requests for emergency backup, ASAP backup, or Officer Needs Assistance requests will be:

- A. Honored immediately.
- B. Unless otherwise directed by the supervisor, the dispatcher will immediately send the closest available unit(s).
- C. The affected on-duty supervisor will be notified of the backup request as soon as possible.

### **REQUEST FOR JOINT ASSISTANCE**

In the event a jurisdiction requests assistance from another agency in a non-emergency matter that involves both agencies, the dispatcher:

- A. Should take the information over the telephone when practical.
- B. After obtaining the necessary information for dispatching a unit, the on-duty supervisor will be apprised and will determine what response is appropriate.
- C. In the event that the supervisor grants the request, the requesting agency will have designated a meeting place near, but in no case at, the scene.
- D. The assigned unit(s) will be dispatched to the meeting location for full appraisal of the assistance prior to responding to the scene.

**03.10.096      RESPONSE PROTOCOL.**

- A. On routine cold calls for service, it shall be the policy of our departments that the department established to have jurisdiction, as determined by dispatch, shall respond to take any necessary police action.
- B. When dispatched to a call for service, the officer shall make a determination of jurisdiction. If, upon contact, the incident is determined to have occurred in another jurisdiction, the following shall occur:
  1. If the incident is a cold report with no suspects, the officer shall take a courtesy report, forwarding a copy of the report to the department with jurisdiction.
  2. In all major felony investigations, such as Rape, Robbery, Kidnap, Assault I and II, and Arson, where jurisdiction is determined to rest with another department, the officer will assist the victim in making contact with the department having jurisdiction.
  3. If, in the officer's judgment, immediate follow-up or investigation is required, he will facilitate contact between the agency with jurisdiction and the victim, and will provide further assistance as needed.
- C. In all major investigations where criminal acts are determined to have occurred in two or more jurisdictions, both departments will jointly cooperate in the investigation, arrest, and prosecution of any suspects identified in the investigation.
- D. Victims will often make in-person contacts at police agencies for the reporting of crimes. The victim will be referred to the agency having jurisdiction over the reported crime, unless immediate police action is required.



# Exhibit D

## EXHIBIT D

### COMPENSATION

The Tribe shall pay the County for performing said services 60 days upon receipt of a written invoice according to the fee for service schedule attached hereto and incorporated herein as Exhibit "D", as follows:

1. **Clark County Sheriff's Office Services**

Calls to reservation: Annual payment \$250,000 to be paid in two installments. The Tribe will pay \$125,000 with 30 days of entry of this Agreement, and will pay the remaining \$125,000 on or before September 1, 2017.

2. **Clark County Sheriff's Office Services**

Jail beds: \$83.29 per person/per day to be billed monthly

3. **Clark County Prosecuting Attorney's Office Services**

Misdemeanors: \$380.00/per filed case  
Felonies: \$3200.00/per filed case

4. **Clark County Court Services**

**District Court:**

Traffic Infraction: \$32.11  
Non-Traffic Infraction: \$27.29  
Parking Infraction: \$10.51  
DUI: \$403.73  
Other Criminal Traffic: \$240.50  
Criminal Non-Traffic: \$170.82  
(misdemeanor)  
Supervision: \$2.52  
Work Crew: \$93.30  
Interview (Pre-trial): \$38.99

**Superior Court:**

TBD

**Juvenile Services:**

TBD

**Indigent Defense:**

Misdemeanors: \$272.00/per filed case  
Felonies: \$800/per filed case



# Exhibit E

## Cowlitz Indian Tribe

Tribal Council  
Ordinance No. 07-02

Short Title: Environment, Public Health and Safety Protections for the Construction and Operation of the Cowlitz Indian Tribe Gaming Facility

**WHEREAS**, the Cowlitz Indian Tribe is Acknowledged as a Sovereign Nation by the United States Government; and

**WHEREAS**, the Cowlitz Indian Tribe as a Sovereign Tribal Government has the ability to enter into agreements with other governments, including state and local governments, in furtherance of a government-to-government relationship; and

**WHEREAS**, the Tribal Council is the governing body of the Cowlitz Indian Tribe as authorized by the Tribe's Constitution and By-laws; and

**WHEREAS**, the Tribal Council wishes to ensure that the mitigation measures to which the Cowlitz Indian Tribe committed itself in its March 2, 2004 Memorandum of Understanding with Clark County, Washington (MOU) are implemented and fully enforceable by Clark County, regardless of whether the MOU is ultimately determined to be valid by a court of competent jurisdiction; and

**WHEREAS**, the provisions in the following Environment, Public Health and Safety Protection Ordinance are equivalent to the mitigation provisions contained in the MOU; and

**WHEREAS**, the following Environment, Public Health and Safety Protection Ordinance provides for enforcement of such provisions through a waiver of the Cowlitz Indian Tribe's sovereign immunity for the limited purpose of allowing Clark County to instigate a suit against the Tribe for specific performance which, by its own terms, is irrevocable for the life of the Tribe's proposed gaming development on the Tribe's trust land in Clark County, Washington;

**NOW THEREFORE BE IT ENACTED** by the Tribal Council of the Cowlitz Indian Tribe, the following Ordinance entitled "Environment, Public Health and Safety Protections for the Construction and Operation of the Cowlitz Indian Tribe Gaming Facility":

**Section 1. Applicability**

The requirements of this Ordinance apply specifically and only to the construction and operation of the Cowlitz Indian Tribe's gaming facility in Clark County, Washington.

**Section 2. Limited Waiver of Sovereign Immunity/Choice of Law; Term of Effectiveness and Irrevocability of Ordinance**

- (A) **Limited Waiver of Sovereign Immunity/Choice of Law:** The Cowlitz Indian Tribe (the Tribe) hereby consents to suit against it by Clark County, State of Washington (Clark County or the County), for the limited purpose of allowing Clark County to instigate an action pursuant to Washington state law for the specific performance of the environment, health and safety mitigation obligations to which the Cowlitz Indian Tribe has committed itself in this Ordinance. The County may bring such an action only after the County has exhausted its administrative remedies to obtain such specific performance pursuant to Section 4 of this Ordinance. This limited waiver of sovereign immunity is limited to actions brought by Clark County in the state court system of the State of Washington, and shall not be construed as extending to any other individuals, governmental entities or third parties.
- (B) **Term of Effectiveness and Irrevocability:** The Tribe shall not revoke or modify the waiver of sovereign immunity provision in subsection (A) of this Section, or the environment, health and safety mitigation provisions in Section 3 of this Ordinance throughout the entire life of the Tribe's proposed gaming development on the Tribe's trust land in Clark County, Washington. The Tribe acknowledges that any effort to revoke or modify the waiver of sovereign immunity described above in subsection (A) by future tribal administrations during this time period may itself be subject to an action by the County for specific performance.

**Section 3. Environment, Health and Safety Mitigation Provisions**

**(A) Law Enforcement:**

(1) The Cowlitz Indian Tribe shall enter into a comprehensive agreement with Clark County governing law enforcement on the Tribe's trust land in Clark County. Such agreement shall include at least the following provisions:

(a) The Tribe shall enter into an agreement to reimburse the Clark County Sheriff's Office for all reasonable direct and indirect costs incurred in conjunction with the furnishing of law enforcement on the Tribe's trust land in Clark County, to the extent that such costs are not otherwise covered by payments made by the Tribe pursuant to any Class III tribal-state gaming compact entered into between the Tribe and the State pursuant to the federal Indian Gaming Regulatory Act (IGRA), including payments required by Impact Mitigation Fund provisions.

(b) The Tribe shall make the reimbursement agreed upon by the Tribe and the Clark County Sheriff's Office as described in Subsection (A)(1)(a), and shall make annual adjustments thereto as agreed by the Tribe and the Sheriff's Office based upon:

- (i) actual costs of the prior year's calls for service or estimates for the first year's service;
- (ii) a future work load analysis based on historic calls for service related directly or indirectly from the use of the Tribe's trust land;
- (iii) indirect calls stemming from the use of the Tribe's trust land;

(iv) development and expansion of a casino security force and its impact on the level of law enforcement required to be provided by the Sheriff; and  
(v) any proposed changes or expansion of use of the Tribe's trust land contemplated for the upcoming year.

(c) The Tribe consents to the entry of Clark County Sheriff's officers onto the Tribe's trust land and into any structures thereon for the purposes of providing law enforcement services.

(d) If the Tribe creates a tribal security force, the Tribe will invite Clark County to assist the Tribe with the cross training required to provide a smooth and effective working relationship. The Tribe will invite the Sheriff's Office to review written policies and guidelines for Tribal security personnel as well as expectations for Tribal security offices to interface effectively and smoothly with the Sheriff's Office.

(2) If the Tribe and the County or the Sheriff's Office are unable to reach agreement regarding the provision of law enforcement services for the Tribe's trust lands, as described above in Subsection (A)(1), the Tribe will establish its own Tribal law enforcement services, which will provide law enforcement services for the Tribe's trust land consistent with the levels of service anticipated to be provided by the Clark County Sheriff's Office.

**(B) Prosecution of Criminal Violations, Court and Jail Services:**

(1) The Cowlitz Indian Tribe shall allow the Clark County Prosecuting Attorney's Office to conduct all prosecutions in state court of individuals for violations of the law on the Tribe's trust land for which the State or County has jurisdiction, without regard to whether the charges are filed against Indians (including Tribal members), or non-Indians, until and unless the Tribe establishes a tribal court system. The Tribe recognizes that prosecutorial discretion and strategy shall be exclusively within the discretion of the Clark County Prosecuting Attorney's Office. If and when the Tribe establishes a tribal court system, the Cowlitz tribal courts shall exercise jurisdiction over Indians for violations of law on the Tribe's trust lands, in accordance with federal or tribal law.

(2) The Tribe shall enter into an agreement with the Clark County Prosecuting Attorney's Office regarding payment for prosecution of misdemeanor crimes committed on the Tribe's trust land, to the extent that such costs are not otherwise covered by payments made by the Tribe pursuant to any Class III tribal-state gaming compact entered into between the Tribe and the State pursuant to IGRA, including payments required by Impact Mitigation Fund provisions.

(3) The Tribe shall enter into an agreement with Clark County substantially similar to the existing interlocal agreements between the County and the Cities, to the extent not prohibited by federal law, to compensate the County for the cost of jail beds, court-related and corrections programs, and costs per case for processing cases through Clark County District Court, to the extent that such costs are not otherwise covered by payments made by the Tribe pursuant to any Class III tribal-state gaming

compact entered into between the Tribe and the State pursuant to IGRA, including payments required by Impact Mitigation Fund provisions.

**(C) Fire Protection and Emergency Response:**

(1) The Cowlitz Indian Tribe shall compensate Clark County Fire District 12 for the provision of fire and emergency response services to the Tribe's trust lands, as set out in a separate agreement between the Tribe and Fire District 12, to the extent that such costs are not otherwise covered by payments made by the Tribe pursuant to any Class III tribal-state gaming compact entered into between the Tribe and the State pursuant to IGRA, including payments required by Impact Mitigation Fund provisions. Should Fire District 12 establish a Local Improvement District or mitigation fees in the future as a means to secure funding for additional equipment or fire services, the Tribe will participate in the same manner as other developers or persons owning property in the area.

(2) If the Tribe and Clark County Fire District 12 are unable to reach agreement regarding compensation for fire and emergency response services to the Tribe's trust lands, the Tribe shall establish its own Tribal fire and emergency response services, which will provide fire and emergency response services to the Tribe's trust land consistent with the levels of service anticipated to be provided by Clark County Fire District 12. Should the Tribe establish such Tribal fire and emergency response services, it will no longer have any obligation to provide compensation or funding for Fire District 12 under Subsection (C)(1).

**(D) Public Health:**

(1) The Cowlitz Indian Tribe shall comply with all health regulations adopted by the State of Washington and Clark County.

(2) The Tribe shall allow State or Clark County health inspectors access to the Tribe's trust land and structures thereon to ensure compliance with all state and local health regulations.

**(E) Traffic and Transportation:**

(1) The Cowlitz Indian Tribe shall mitigate traffic, safety, and circulation issues in conformity with Clark County requirements. The Tribe will make roadway and intersection improvements to maintain traffic levels-of-service existing prior to each phase of development. The Tribe shall ensure that in no event will it cause the public road system to operate below a level-of-service (LOS) D for intersection delay during the peak traffic hour. LOS D standards shall be determined based on the most recently adopted version of the Highway Capacity Manual (Transportation Research Board).

(2) The public road system shall include NW 319<sup>th</sup> Street, NW 324<sup>th</sup> Street, NW 41<sup>st</sup> Avenue, NW 31<sup>st</sup> Avenue, and the I-5/319<sup>th</sup> Street Interchange. The Tribe shall submit the design of public roadway and intersection improvements to Clark County for approval prior to beginning the improvement work. The Tribe shall submit the

design of the NW 319<sup>th</sup> Street interchange improvements for approval by the Washington State Department of Transportation prior to beginning the improvement work.

(3) The Tribe shall pay for all reasonable and negotiated costs, expenses or charges associated with the alteration, construction or improvement of the public road system set forth in Subsections (E)(1) and (2), to the extent that such costs are not otherwise covered by payments made by the Tribe pursuant to any Class III tribal-state gaming compact entered into between the Tribe and the State pursuant to IGRA, including payments required by Impact Mitigation Fund provisions.

(4) The Tribe shall make all reasonable efforts to work with the County to ensure that the so-called "late-comer" provisions as provided for at RCW § 35.72.040 will be applied to the Tribe's casino development, so that the Tribe can receive contribution or reimbursement for improvements as otherwise would be permitted under state law.

**(F) Sewer and Water:**

(1) The Cowlitz Indian Tribe shall provide sewage conveyance, treatment and disposal through development of a new independent sewage treatment plant constructed by the Tribe on its Clark County trust lands, or through a sewer service agreement with a local government, or through other means as the Tribe may deem necessary and appropriate. In any case, the sewage conveyance, treatment and disposal shall be conducted so as to meet or exceed applicable federal and state standards.

(2) The Tribe shall allow no public use of the proposed development until such time as the sewer service is fully compliant with applicable State of Washington and federal standards.

(3) The Tribe shall provide for water supply through Clark Public Utilities.

**(G) Compliance with Clark County Ordinances:**

(1) The Cowlitz Indian Tribe shall develop its Clark County trust land and any structures and uses of the property in a manner consistent with the Clark County codes as they existed at the time the MOU was executed by the Tribe (and as set forth in Appendix C of the MOU), which are hereby incorporated by reference into this Section as Exhibit 1. Any future changes, additions or modifications in the use or development of the parcel shall be consistent with such County ordinances.

(2) Any buildings constructed on the Tribe's trust land shall be constructed in a manner which is consistent with the applicable provisions of the attached Clark County building codes and ordinances in Exhibit 1.

(3) The Tribe shall request that Clark County assist the Tribe in implementing the aforesaid building standards by promptly conducting plan checks of all documents submitted to the County, on a priority basis if necessary, and assigning a building

inspector to conduct inspections on a timely basis. If the County provides such services, the Tribe shall pay the County reasonable fees for any such services as shall be agreed upon by the County and the Tribe.

**(H) Impacts on Clark County Revenues:**

(1) **Payments in Lieu of Taxes.** The Tribe shall compensate the County and local districts on a biannual basis in lieu of property taxes for revenue lost resulting from the removal of the Tribe's trust land from the tax rolls consistent with the customary assessment procedures used by the Clark County Assessor and the State Constitution, to the extent not otherwise specifically provided for in any Class III tribal-state gaming compact entered into between the Tribe and the State pursuant to IGRA, including payments from any Impact Mitigation Fund.

(2) **Sales Tax.** Based on the Tribe's understanding that sales tax collected within Clark County is based on a blended tax rate incorporating both State and County sales taxes, the Tribe shall collect sales tax as appropriate on all non-Indian sales which take place on the Tribe's trust land in business enterprises owned and operated by the Tribe. The rate of collection shall be in conformance with the applicable State-County blended tax rate as provided by the Washington Department of Revenue. The Tribe agrees to remit such sales tax to the State of Washington as required by state law.

(3) **Transient Occupancy Tax.** The Tribe shall make an annual payment of the equivalent of a transient occupancy tax as would be payable by non-tribal members to the County pursuant to Clark County Code 3.16 but for the Tribe's status as a sovereign nation.

**(I) Problem Gambling:**

(1) The Cowlitz Indian Tribe shall make a contribution of not less than \$50,000 to a program designated by Clark County which deals with and treats problems associated with compulsive behavior including compulsive gambling, and which expends the money to address problem gambling issues. Payments shall be annually increased or decreased coincident with the then-current consumer price index for the Portland Metropolitan area.

(2) The Tribe shall review, and request that the County also review, such programs every five years.

**(J) Education and Arts Fund:**

(1) **Establishment.** The Cowlitz Indian Tribe shall establish the Cowlitz Tribe Education and Arts Fund for the support of charitable activities in Clark County, including arts, education and local government support. The Tribe shall commit two percent (2%) of the net revenues (as defined in 25 U.S.C. § 2703(9)) from Class III gaming on the Tribe's Clark County trust lands.



(2) Management/Grant Awards. The Fund shall be managed by a five-person Board, comprised of two (2) tribal appointees and two (2) appointees of Clark County. If the County fails to appoint two members to the Board the Tribe shall appoint such members. The fifth member of the Board shall be selected by the four other Board members. The Board will promulgate both standards for application and application forms to be made available to all prospective applicant groups for grants from the Fund. Grant awards shall be made biannually and such award decisions will be made at the Board's discretion.

(3) Impact Mitigation Payments. This Fund shall be separate from, and in addition to any impact mitigation payments provided for in any Class III tribal-state gaming compact entered into between the Tribe and the State pursuant to IGRA, and monies paid to the Education and Arts Fund shall not be used as a credit against state-tribal impact mitigation contribution requirements.

**Section 4. Implementation, Enforcement and Compliance**

**(A) Creation and Maintenance of Tribal Enforcement and Compliance Officer (TECO) Position:** Within a reasonable period of time after the Tribe's Clark County land is taken into trust, and in any event before any gaming facility construction commences on the Tribe's Clark County trust land, the Tribal Council shall appoint a Tribal Enforcement and Compliance Officer (TECO). At no time after commencement of construction or operation of the Tribe's gaming facility will the Tribe allow the TECO position to remain unoccupied for more than one month, although temporary appointments may be made.

**(B) Duties:**

(1) The TECO shall be responsible for ensuring the proper and timely implementation of and compliance with this Environment, Public Health and Safety Protection Ordinance. The TECO will be responsible for accepting complaints alleging violations of this Ordinance, whether the complaint arises from the Tribal Council, a tribal member, a patron, a local government instrumentality, the federal government, or any other person or entity. The TECO shall also serve as the main point of contact for Clark County with respect to the proper implementation and enforcement of the provisions of this Ordinance, and as the main point of contact for the federal government with respect to enforcement of the provisions of this Ordinance.

(2) The TECO may assume such other related duties as may be deemed necessary by the Tribal Council and assigned by the Tribal Council pursuant to future tribal ordinances.

**(C) Enforcement:**

(1) The TECO will work with the Tribe's gaming facility management to address alleged or proven violations of this Ordinance.

(2) If the TECO determines that there has been a violation of this Ordinance, and further determines that the Tribe's gaming facility management has failed to cure the violation in a reasonable manner or in a reasonable time period, the TECO may issue a notice of violation to the gaming facility management. If the TECO determines that the gaming facility management has not cured or made substantial progress in curing the violation within the time period specified in the notice, the TECO may impose a penalty or other appropriate sanction.

(3) Annual Report. No later than January 31<sup>st</sup> of each calendar year, the TECO shall prepare a report on the status and implementation of the foregoing provisions of this Ordinance. Such report shall be submitted to the Tribal Gaming Commission and the Tribal Council no later than January 31<sup>st</sup> of each calendar year. Copies of such report shall also be provided to the NIGC NEPA/EPHS Compliance Officer and the BIA Northwest Regional Office.

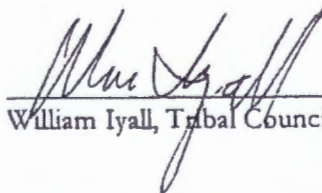
(D) Procedures: No later than sixty days after appointment of the first TECO, the TECO will establish and submit to the Tribal Council for approval written procedures that will govern:


- (1) In what manner a person or entity may submit a complaint about an alleged violation of this Ordinance;
- (2) The process by which the TECO will investigate the allegation of the alleged violation;
- (3) The process by which the TECO will alert the Tribe's gaming facility management of the alleged violation;
- (4) The process by which the TECO will issue notices of violation, and determine and impose appropriate penalties and sanctions.

Such procedures shall not be effective until approved in writing by the Tribal Council. The Tribal Council must make a determination whether to approve the procedures within no more than 45 days of submission.

--- CERTIFICATION ---

The foregoing ordinance was adopted October 6, 2007, at a duly called meeting of the Cowlitz Tribal Council by a vote of 17 for, 0, against, and 0 abstaining.

  
William Iyall, Tribal Council Chair

  
Nancy Osborne, Tribal Council Secretary



# Exhibit F

## Cowlitz Indian Tribe

Tribal Council  
Resolution No. 17- 11

**Short Title: Authorization to Approve an Agreement for Law Enforcement and Prosecution between Clark County, Washington, and the Cowlitz Indian Tribe, and Approve a Limited Waiver of Sovereign Immunity.**

**WHEREAS**, the Cowlitz Indian Tribe is Acknowledged as a Sovereign Indian Nation by the United States Government, and

**WHEREAS**, the Cowlitz Indian Tribal Council is the governing body of the Cowlitz Indian Tribe as authorized by the Tribe's Constitution and By-laws, and

**WHEREAS**, the Cowlitz Indian Tribe has negotiated an Agreement for Law Enforcement and Prosecution between Clark County, Washington, and the Cowlitz Indian Tribe as attached to this Resolution, and

**WHEREAS**, the Agreement must be signed by the Tribal Chairman and does require a limited waiver of sovereign immunity to complete the Agreement,

**NOW THEREFORE BE IT RESOLVED**, by the Tribal Council of the Cowlitz Indian Tribe, that the Tribal Chairman is authorized to sign the attached Agreement, and that the limited waiver of sovereign immunity in the Agreement is hereby approved.

---CERTIFIED---

The foregoing resolution was adopted by the Tribal Council on 14 APR 2017 by a vote of 22 For, 0 Against, and 0 Abstain.

Patty Kinswa-Gaiser  
Patty Kinswa-Gaiser, Tribal Council Chair

Randy Russell  
Randy Russell, Tribal Council Secretary