

LAW ENFORCEMENT AGREEMENT UNDER RCW 10.92: TRIBAL POLICE OFFICERS BETWEEN THE
KALISPEL TRIBE AND THE SPOKANE COUNTY SHERRIFF

This AGREEMENT is entered into this _____ day of _____ 2011, by and between the Kalispel Tribe of Indians ("Tribe") and the Spokane County Sherriff ("Sherriff") and collectively referred to as the "Parties".

WHEREAS, the agreement is entered pursuant to the authority of the Tribal Police Officers Chapter under RCW 10.92, the Washington Interlocal Cooperation Act Chapter 39.34 RCW and the formal resolutions executed by the respective governmental agencies;

WHEREAS, chapter 10.92 RCW authorizes tribal police officers to act as general authority Washington police officers, under certain conditions, thereby giving Tribal Police Officers the same powers as any other general authority Washington peace officer to enforce state laws in Washington, including the power to make arrests for violations of state laws;

WHEREAS, the Tribe, a federally recognized sovereign Indian Tribe, owns approximately 250 acres of real property ("Property") within the city of Airway heights and Spokane County ("County");

WHEREAS, law enforcement agencies have the responsibility for protecting lives and property and keeping the peace, the parties hereto are desirous of providing for the mutual protection and preservation of the public peace and for the general welfare of the communities hereto;

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

WHEREAS, the parties to this agreement wish to create comprehensive law enforcement scheme that allows Kalispel Law Enforcement Officers to enforce the laws of the State of Washington on the Airway Heights property that clarifies the jurisdiction, responsibilities and liabilities of the Parties;

WHEREAS, it is not intended that the law enforcement responsibilities of the County be altered but rather that the Tribe's Law Enforcement personnel can enforce the law in situations that require immediate action;

WHEREAS, the purpose of this agreement is to formalize a working relationship between the Tribe and the County and to provide for the effective and efficient administration of the Laws of the State of Washington on the Property in Airway Heights,

WHEREAS, it is to be to the mutual benefit of the parties hereto that they enter into agreement of mutual protection and assistance in the field of law enforcement;

WHEREAS, this agreement is entered into, in part, to solidify the legitimacy and authority of the Tribe's Law Enforcement personnel and enhance their ability to act in emergency situations;

WHEREAS, the Tribe and County, by resolutions, a true and certified or authenticated cope of each attached hereto, have approved this joint exercise of powers;

NOW, THEREFORE, the Tribe and the County do hereby enter into this agreement in order to more efficiently and economically facilitate their capabilities to provide for increased cooperation in the Law Enforcement field.

NOW, THEREFORE, the Parties agree as follows:

DURATION

That commencing immediately, the Tribe and County agree to cooperate and assist each other to their mutual benefit in the field of law enforcement as more specifically provided herein. This agreement will continue until one of the parties gives adequate notice of termination as specified below, or until the parties jointly set a termination date in writing.

FINANCES

The activities of each of the Parties hereto will be finance by each of the respective parties. No real of personal property is to be acquired or held under this Agreement. Should personal property be loaned from one party to another, it shall be returned as soon as possible upon request of the owner-party.

ADMINISTRATIVE BOARD

In order to facilitate the efficient execution of this agreement, an administrative board will be established by the parties. The members of this board shall be determined by the parties. This board will have the responsibility of ensuring that the channels of communication are open between the two departments involved in this agreement. A further function of this board is to resolve any disputes internally that may arise as a result of this agreement.

TRAINING REQUIREMENTS

All Tribal officers, acting under as an authorized general authority Washington peace officer will have successfully completed the requirements under RCW 43.101.156. Any applicant not meeting the requirements for certification as a tribal police officer may not act as a general authority Washington peace officer under RCW 10.92.

SCOPE OF POWERS GRANTED AND RESPONSIBILITIES ASSUMED

This agreement gives eligible Kalispel Tribal Police Officers to enforce the laws of the state of Washington within the exterior bounds of the reservation. Tribal Police officers acting under the authority granted by this agreement have the power to issue citations, issue notices of infraction and make arrests for violations under Washington State laws.

- A. The Kalispel Tribe will use this authority in limited circumstances when the surrounding circumstances demand immediate action for the safety and well being of the citizenry and the on-scene law enforcement officers. This agreement does not waive the responsibility of the County Sherriff in any way.
- B. The authority granted under this agreement and pursuant to RCW 10.92 will be coextensive with the exterior bounds of the reservation. An officer commissioned under this section may act as authorized under RCW 10.93.070 beyond the exterior boundaries of the reservation. The circumstances in RCW 10.93.070 include : the prior written consent of the sheriff or chief of police in whose primary territorial jurisdiction the exercise of the powers occurs, in response to a request for assistance pursuant to a mutual law enforcement assistance agreement with the agency of primary territorial jurisdiction or in response to the request of a peace officer with enforcement authority, when the officer is transporting a prisoner, when the officer is executing an arrest warrant or search warrant, or when the officer is in fresh pursuit.
- C. A copy of any citation or notice of infraction issued, or any incident report taken by a Tribal Officer acting under the authority of RCW 10.92 must be submitted within three (3) days to the Spokane County Sherriff. A citation issued under this agreement will be to a Washington State Court. If the citation is issued to an Indian within the exterior bounds of the reservation, the citation may be to Tribal Court.
- D. Any authority granted under this Chapter shall not in any way expand the jurisdiction of the Kalispel Tribal court or other Kalispel Authority.
- E. This agreement does not authorize Spokane County Sherriff Officers to assume any further jurisdiction, other than that which is already granted to them. Therefore, Spokane County Sherriff Officers do not have the authority to enforce the law of the Kalispel Tribe or act as a Kalispel Tribal Officer under this agreement.
- F. Nothing in this chapter limits, impairs, or otherwise affects the existing authority of the Spokane County Sherriff to enforce state laws within the exterior bounds of the Kalispel Indian Trust land in fresh pursuit, as defined by RCW 10.93.120, of a person suspected of violating state law, where the officer would otherwise not have jurisdiction.

- G. Nothing in this chapter impairs or affects the existing status and sovereignty of those sovereign tribal governments whose tradition lands lie within the borders of the State of Washington as established under the laws of the United States.

SPECIAL POLICE COMMISSIONS AND OTHER AGREEMENTS NOT PROHIBITED

Nothing in this agreement will be deemed to have limited the ability of either party to enter into other law enforcement agreements with each other or other jurisdictions. Mutual aid Agreements are allowed under this agreement. An agreement entered into under RCW 10.92 does not limit the ability of the County Sherriff to issue special police commissions to Tribal Officers to enforce the criminal and traffic laws of the State of Washington or the ability of the Tribal Police Department from issuing special police commissions to County Sherriff Officers to enforce the criminal and traffic laws of the Kalispel Tribe of Indians.

LIABILITIES AND IMMUNITIES

- A. For purposes of civil liability under this chapter, a tribal police officer shall not be considered an employee of the State of Washington or the Spokane County Sherriff Department except where a state or local government has deputized a tribal police officer as a specially commissioned officer. Neither the state of Washington and its individual employees nor any local government shall be liable for the authorization of Tribal Police Officers neither under this chapter, nor for the negligence or other misconduct of tribal officers.
- B. Further, under this agreement, Spokane County Sherriff Officers will be deemed employees of the County and not of the Kalispel Tribe. The Kalispel Tribe of Indians will not be liable for the negligence or other misconduct of Spokane County Sherriff Officers.
- C. It is understood and agreed that each agency which is a party to this agreement, its agents, employees, and insurers, do not, by virtue of this agreement, assume any responsibility or liability for the action of officers commissioned pursuant to this agreement which are performed outside the scope of their duties.

INDEMNIFICATION AND INSURANCE

The Kalispel Tribe of Indians and Spokane County agree to defend, indemnify and hold each other harmless from, and will assume full responsibility for, any and all allegations, losses, causes of action, costs, damages, and expenses arising out of any accident or other occurrence suffered by any person or the property of any person while engaged in activities associated with this agreement.

The Kalispel Tribe agrees to maintain a public liability insurance policy in the amount of \$1,000,000.00 pursuant to RCW 10.92.

INDIAN COUNTRY IDENTIFICATION

The Kalispel Tribe of Indians shall prepare and furnish to the state, county, or city agencies current maps and legal descriptions of all known Indian Country within Spokane County, Washington, and shall promptly update the same as necessary.

ENTIRE AGREEMENT/ MODIFICATIONS

This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the terms of this agreement. Each party to this agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone dealing on behalf of any part which is not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement shall be valid as between the signing parties. Modifications: Any modification of this agreement will be effective only if it is in writing and signed by both parties.

WAIVER

The failure of either party to insist on strict compliance with any terms, covenants, or conditions to this agreement by the other party shall not be deemed waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power any one time or times be deemed a waiver or relinquishment of that right or power of all and or any other times. Noting in this agreement shall be construed to waive the Kalispel Tribe of Indians' sovereign immunity from suit except as articulated in RCW 10.92.

PARTIAL INVALIDITY

If any provisions in this agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

SEVERABILITY

The illegality or unenforceability of any word, phrase, or provision of this agreement shall not in any way affect or impair the legality or enforceability of the remaining words, phrases, or provisions of this agreement.