

**MASON COUNTY**  
**SHERIFF**



**To: David Lopeman**  
**Squaxin Island Tribe**

**From: Theresia Ehrich**  
**Chief Deputy, MCSO**

**Date: 6/16/16**

**Re: MOU between Squaxin Island Tribe and Mason County Sheriff's Office**

---

Enclosed is the new Memorandum of Understanding between Squaxin Island Tribe and Mason County Sheriff's Office; and Special Commission/General Authority Peace Officer Agreement.

After review and signature please return to MCSO and we will forward on to our Mason County Commissioners.

Respectfully,  
Theresia Ehrich  
Chief Deputy  
Mason County Sheriff  
P.O. Box 1037  
Shelton, WA 98584

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SQUAXIN ISLAND TRIBE AND MASON COUNTY SHERIFF'S OFFICE**

This Memorandum of Understand ("MOU") is entered into this 1st day April 2016, by the Squaxin Island Tribe ("Tribe"), a federally recognized Indian Tribe; and the Mason County Sheriff's Office ("MCSO") to meet the requirements of the State - Tribal Compact and its prerequisites for a grant under its community contribution provisions.

RECITALS

A. The Tribe and MCSO each desire to protect the lives and property of all people within their respective jurisdictions.

B. The Tribe and MCSO each have determined that a cooperative effort to provide law enforcement services is in the best interest of taxpayers and residents of their respective jurisdictions, whether Indian or non-Indian, whether enrolled or not, and irrespective of the character of the land.

C. The Tribe and MCSO each have determined that better and more efficient law enforcement services can be provided to all persons within their respective jurisdictions if law enforcement officers have the ability to provide cooperation and assistance, including re-enforcement, immediate response assistance, assistance in the service of state or tribal search or arrest warrants, to law enforcement officers in neighboring service jurisdictions, so that the nearest available officer, whether county or tribal, may respond as promptly as possible in situations where human life or property is endangered.

D. The Tribe and MCSO have, for well over a decade, cooperated to their mutual advantage in accomplishing these goals, and seek to renew the relationship in a written agreement.

E. The Tribe and MCSO have undertaken numerous joint law enforcement activities, including coordination of training, shared use of radio frequencies, mutual participation in SWAT, Special Operations Group, the Internet Crimes Against Children Task Force, search and rescue, and marine & dive enforcement.

F. This MOU is entered into for the purpose of memorializing the relationship and responsibilities between the Tribe and MCSO.

**1. Relationship**

The Tribe and MCSO each commit to provide effective and reasonable emergency services to the Tribe including to its Little Creek Casino and its patrons.

The MCSO and the Tribal Police (hereafter "TPC") shall each keep each other apprised of changes in their operational policies, guidelines, and significant changes in the law of their respective jurisdictions for the purpose of facilitating communication and ensuring the timely and efficient delivery of services.

To facilitate communication the Tribe and MCSO shall each appoint a contact person to ensure time response and ensure effective response and to answer questions or address concerns or disputes.

The goals of the parties are (a) to ensure timely response; (b) to ensure effective response; (c) to ensure that each is informed of the status and disposition of contacts and or arrests.

The goals of the Tribe are (a) to reduce the response time in county-tribal enforcement actions; (b) reduce drug use on the reservation; and (c) to enter into an agreement by which its law enforcement officers may be recognized as general authority peace officers under state law, and so eliminate or diminish jurisdictional gaps in enforcement and ensure effective enforcement.

The Tribe and MCSO agree to use their best efforts to accomplish these goals. Requests for funding shall be evaluated on the basis of whether the request for and use of the funds will support and further those goals.

## **2. Roles and responsibilities with regard to:**

### **2.1 Investigations and or Enforcement Actions**

The MCSO will keep the TPC apprised of all investigations related to the Squaxin Island Tribe, including its enterprises, individuals residing on reservation, its enrolled members and or real or personal property that the Tribe has an interest in.

Any enforcement action taken by a Deputy relating to the Class III gaming operation shall be immediately reported to the MCSO dispatcher, who shall thereafter notify the Tribal Police.

### **2.2 Arrest warrants.**

MCSO may make an arrest on a state warrant for an Indian or non-Indian on reservation and off-reservation. The Tribe may make an arrest on a tribal warrant for an enrolled Indian on reservation and off reservation within the usual and accustomed fishing grounds or within open and unclaimed land on which Squaxin holds treaty hunting and gathering rights.

State officers generally may not serve tribal court arrest warrants on Indians or non-Indians. Tribal officers generally may not serve state court arrest warrants on non-Indians. Notwithstanding the foregoing, the MCSO and the Tribe agree to provide assistance in the service of arrest warrants upon request.

### **2.3 Search Warrants.**

State officers may serve state search warrants on reservation. The MCSO will conduct any resulting search in a manner that fully complies with the laws of the Tribe.

The MCSO will obtain the assistance of the Tribe in serving or executing a search warrant on reservation.

State officers generally may not participate in the service of a tribal search warrant. Notwithstanding the foregoing, the MCSO agrees to respond as requested to the service of a tribal search warrant, including to take into custody any non-Indian or Indian not

enrolled at the Tribe who are found on site and who were engaged in any activity that violates state law.

Tribal officers generally may not participate in the service of a state search warrant off reservation. Notwithstanding the foregoing, the TPC agrees to respond as requested to the service of a state search warrant, including to take into custody any Indian or enrolled member of the Tribe who are found on site and who were engaged in any activity that violates tribal law.

Tribal officers shall participate in the service of a state search warrant on reservation.

#### **2.4 Detention.**

Tribal law enforcement officers have the power to restrain those who disturb the public order on the reservation, and if necessary, to eject them. Where jurisdiction to try and punish an offender rests outside the tribe, tribal officers may exercise their power to detain the offender and to promptly deliver up any non-Indian offender. *State v. Schmuck*, 121 Wn. 2d 373, 850 P.2d 1332, cert. denied, 510 U.S. 931 (1993).

MCSO agree to respond immediately to requests by SIT to deliver non-Indian offenders to MCSO and or Indian offenders not enrolled at the Tribe to MCSO.

#### **2.5 Criminal and Civil Retrocession.**

In the event The Tribe elects to seek criminal or civil retrocession under RCW 37.12.160 or otherwise, the Parties agree to meet as soon as is practicable to negotiate in good faith an amendment to this Agreement that takes into account the change in circumstances.

#### **2.6 Prosecution of Tribal or State criminal violations.**

##### **2.6.1 Non-Indian on or off Reservation**

The state has exclusive criminal jurisdiction over non-Indians on reservation, except to the extent provided otherwise by applicable law. The MCSO agrees to exercise that jurisdiction in coordination with the Tribe.

##### **2.6.2 Indian on Reservation**

Any court actions resulting from the exercise of police power against an Indian shall be filed in the Squaxin Island Tribal Court or Federal Court. Referral for prosecution shall be made to the Squaxin Tribal Prosecutor.

##### **2.6.3 Indian Off Reservation**

MCSO and the Tribe shall each freely allow and cause its officers who assisted in any investigation or other activities under the auspices of this MOU to appear and give their testimony in any Court with the jurisdiction for the prosecution of any offense for which such officer has personal knowledge.

### **3. Services to be provided**

MCSO shall provide the following services: (a) law enforcement services; and (b) training for TPC and its subordinates in MCSO procedures and reporting criteria.

### **4. Special Commission**

The MCSO and the Tribe shall enter into a special commission and general authority peace officer agreement substantially in the form attached hereto as Exhibit A and incorporated herein by reference. This Agreement shall be effective upon the signatures of the appropriate representatives of the MCSO and the Tribe and the execution of a special commission agreement.

### **5. Requests for Funding**

The Tribe and MCSO acknowledge that it is not possible for MCSO to identify or distinguish the adverse impacts or increased costs caused by the Class III operation. They have agreed as an alternative, to the following measure:

A fixed fee for police services described herein for \$23,750 per quarter. The Tribe's contribution is conditioned on use of the funds to provide direct and additional law enforcement services by the Mason County Sheriff's Office.

The payment from the Community Contribution fund shall be contingent on the availability of 2% net win funds. If the Community Contribution fund is not adequate to pay the fixed fee after payment to those parties that have entered into an MOA with the Tribe prior to this MOA, then no further monies shall be owed.

In addition to obligations stated above, the Tribe and MCSO agree to explore in earnest options for shared use and financing of an evidence facility and shared use of LEXIPOL.

### **6. Periodic Reports**

MCSO shall submit quarterly reports to the Oversight Committee identifying the actual use of funds, whether and to what extent impacts were mitigated, any unmet need, and what progress was made towards accomplishing that stated purpose of the grant and the stated goals of the SIT.

MCSO shall maintain accurate records of the use of all grant funds and shall make such information available to the Committee upon request. Further MCSO records shall be subject to independent review by the Committee or its delegates.

### **7. Public Relations**

The MCSO agrees to participate in coordinated press releases and functions regarding any grant. It is anticipated that the Tribe will establish a coordinated giving day in which the Tribe and the Community Contribution Committee will present grants awarded.



**8. No Waiver**

By executing this Agreement, no signatory hereto waives any immunity or sovereign immunity which it has and neither a grantee nor any other individual or entity is or shall be deemed a third party beneficiary of this agreement.

**9. Confidential Information**

MCSO agrees that any information it obtains regarding the total amount of the Casino's net win, the amount MCSO is awarded, or any other information which would tend to reveal the operating results of the Tribe's Casino are proprietary to the Tribe and shall remain confidential and not be disseminated or published without the Tribe's prior written consent.

**10. Term**

This agreement will be in effect for a period of ten years from the date of its execution and, as noted in above, only upon execution of the cross deputization and general authority peace officer agreement.

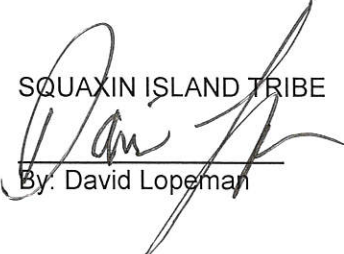
**11. Acceptance of Terms**

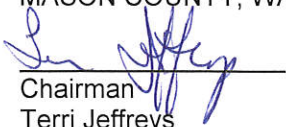
Their respective representatives agree to the above terms and conditions for the parties to this agreement.

**12. Duration/Revocation of Agreement**

This Agreement shall remain in full force and effect for a period of ten years, or unless terminated by either party as provided in this Agreement and shall be subject to renewal by the Agreement of the parties at the end of the ten year period.

Either party may terminate this Agreement at any time by giving thirty (30) days' written notice to the other party of its intent to terminate. The Parties agree to meet within ten days of such notice, or such time as may be mutually agreed to by the parties, and negotiate in good faith to resolve their dispute.

SQUAXIN ISLAND TRIBE  
  
By: David Lopeman

BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON  
  
Chairman  
Terri Jeffreys

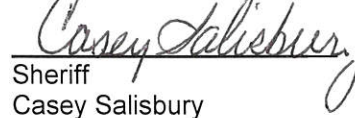


Commissioner  
Tim Sheldon



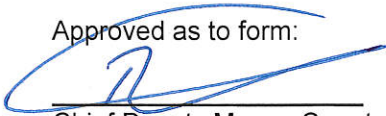
Commissioner  
Randy Neatherlin

Approved as to content:

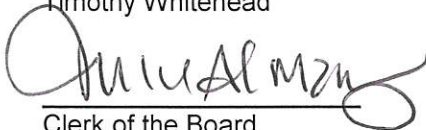


Sheriff  
Casey Salisbury

Approved as to form:



Chief Deputy Mason County Prosecuting Attorney  
Timothy Whitehead



Clerk of the Board  
Mason County Board of Commissioners  
Julie Almanzor

After recording return to:  
Mason County Commissioners  
411 North 5<sup>th</sup> Street  
Shelton, WA 98584

**SPECIAL COMMISSION / GENERAL AUTHORITY PEACE OFFICER AGREEMENT  
BETWEEN THE SQUAXIN ISLAND TRIBE AND MASON COUNTY 2016**

**Exhibit A**

**PREAMBLE**

The Squaxin Island Tribe, a federally recognized Indian Tribe organized pursuant to Section Sixteen of the Indian Reorganization Act of 1934 (25 U.S.C. §476), hereinafter "TRIBE," and Mason County, Washington, hereinafter "COUNTY," through the Mason County Sheriff, hereinafter "SHERIFF."

THIS AGREEMENT IS ENTERED INTO UNDER THE Inter-local Cooperation Act (Chapter 39.34 RCW), the Mutual Aid Peace Officers Powers Act (10.93 RCW), Chapter 10.92 RCW (Tribal Police Officers), and the Constitution and Bylaws of the Squaxin Island Tribe.

**INTENT**

The TRIBE and the COUNTY each wish to protect the lives and property of all people within their respective jurisdictions and particularly within the exterior boundary of the Squaxin Island Reservation and within the lands and waters treaty rights are exercised. The TRIBE and the COUNTY, therefore, have entered into this Agreement governing certain aspects of the relationships between the COUNTY and TRIBE with respect to the special commission of tribal law enforcement officers as special commission reserve officers, and as to qualifying tribal law enforcement officers as state general authority peace officers.

The Mason County Sheriff's Office ("MCSO") is a general authority law enforcement agency and its officers have general authority as Washington peace officers as defined in RCW 10.93.020. The purpose of this agreement is to provide for Squaxin Island Tribal peace officers to be specially commissioned Washington peace officers under RCW 10.93.020(5), and general authority peace officers under RCW 10.92.020, to detect and apprehend persons committing infractions or violating the traffic or criminal laws in general of the state of Washington.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

**Section I. Definitions**

As used in this Agreement:

**Approved Tribal Officer:** means a law enforcement officer employed by the TRIBE, who has submitted to a background check and training as required by the COUNTY, and has thereafter been granted a commission by the SHERIFF.

**Commission:** A special commission as a Level 3 Reserve Peace Officer granted to an Approved Tribal



Officer in accordance with this Agreement.

**Commission Card:** An identification card issued by the MCSO to an Approved Tribal Officer.

**Designated Offenses:** All infractions and violations of the laws of the state of Washington, whether civil or criminal, and of any Model Traffic Code adopted by Mason County.

**Reservation:** The Squaxin Island Tribe's Reservation and any land held in trust for the benefit of the Squaxin Island Tribe or its members by the United States government, and all territory within the exterior boundaries thereof, including without limitation all roads, rights of way, easements and waterways within such exterior boundaries.

## **Section II. Jurisdiction**

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

## **Section III. Issuing Special Commissions**

The SHERIFF may grant in his sole discretion a special commission as a Level 3 Reserve Officer. Applications for commissions shall be submitted in writing to the SHERIFF or his designee. Each application shall be accompanied by all background information on the applicant known to the TPC, appropriate waivers allowing the standard SHERIFF'S Office pre-employment investigation, and such other information as may be required by the MCSO. The applicant may be required to undergo a polygraph examination. The SHERIFF shall grant or deny each application within a reasonable period of time. The granting of a special commission shall be evidenced by the issuance of a commission card to the officer receiving the commission. No commission shall be denied on the basis of race, creed, sex, color or national origin. An applicant shall have successfully completed the Washington State Basic Law Enforcement Training Academy or a certificate of equivalency or have been exempted from the requirement thereof by the Washington state criminal justice training commission or successfully completed the equivalency examination process and completed the 2 week challenge from the Washington State Law Enforcement Training Academy.

Such special commission is for the sole purpose of empowering Approved Tribal Officers to detect and apprehend persons committing infractions or violating Designated Offenses under Washington State Law. Such commission shall so empower tribal officers when such infractions or violations occur within the Reservation or in the officer's presence outside the Reservation Boundaries.

## **Section IV. General Authority Tribal Peace Officers**

Any Tribal law enforcement officer qualified for a special commission under Section III, above, shall be granted the status of a general authority peace officer, and in addition to those authorities described above, shall be able to exercise those authorities granted under RCW 10.93.070 and other law, contingent upon full satisfaction of the requirements of Chapters 10.92 and 10.93 RCW.

## **Section V. Suspension and Revocation of Special Commissions**

The SHERIFF or his designee may, at any time, suspend or revoke the special commission of any Tribal law enforcement officer for reasons solely within his discretion. The MCSO shall inform the TPC of a proposed or anticipated suspension or revocation and written notice of any such suspension or revocation and the reasons for such action.

**Section VI. Scope of Powers**

An Approved Tribal Officer shall have a special commission card in his or her possession at all times when acting pursuant to the commission. The special commission shall empower Approved Tribal Officers to detect and apprehend persons committing infractions or violations of all Designated Offenses when they occur within the Reservation or in the officer's presence outside the Reservation boundaries. Such power shall include the power to make arrests. Tribal law enforcement officers commissioned pursuant to this Agreement shall comply with the applicable constitutional and statutory provisions concerning enforcement of state laws when exercising such authority. Any court actions resulting from the exercise of a commission shall be filed in state court, and any referral for prosecution shall be made to the COUNTY Prosecutor. Tribal law enforcement officers shall remain under the control of the TRIBE, but when acting under the authority of a special commission or as a general authority peace officer shall abide by the rules and regulations of the SHERIFF, all State laws and regulations, the State and Federal Constitutions, and shall be subject to the direction of the SHERIFF'S Office.

**Section VII. Report of Exercise of Commission Powers**

The circumstances surrounding any actual exercise of peace officer authority to a special commission shall be immediately reported to the SHERIFF'S Office Dispatcher and shall be timely reported, after the fact, to the MCSO and subject to the reporting procedures established by the MCSO.

**Section VIII. Hold Harmless/Indemnification**

Any liability or claim of liability which arises out of the exercise or alleged exercise of authority by an officer acting with the course and scope of the officer's duties as a specially commissioned or general authority peace officer is the responsibility of the primary commissioning agency unless the officer acts under the direction and control of another agency.

**Section IX. Insurance/Immunities**

The TRIBE agrees to maintain insurance policies in the amount of \$1,000,000.00 per occurrence insuring against claims for false imprisonment, false arrest, public liability, property damage and police professional liability and shall maintain the policy in full force and effect during the life of this Agreement. If this Agreement is terminated for any reason, the TRIBE agrees to continue to carry the insurance for all actions taken under this Agreement until such time as protection from suit is granted by the statute of limitations. In the event the coverage is on a claims-made basis, the TRIBE must ensure that the coverage extends to the statute of limitations in each policy year.

The insurance shall include the COUNTY as an additional insured and refer to and support the TRIBE'S obligation to hold harmless the COUNTY, its officers, elected officials and employees. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation or material change and include a statement to the effect that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company or the TRIBE will provide written notice to the COUNTY within thirty (30) days after any reduction in the general aggregate or occurrence limits. The TRIBE shall provide the COUNTY with a certificate of insurance prior to the contract effective date. The COUNTY, at its option, may require a complete copy of the above insurance policy.

The TRIBE waives sovereign immunity to suit only upon claims asserted by the COUNTY, the amount and nature of which are within the coverage and limits of the TRIBE'S insurance policy. Policies of insurance obtained by the TRIBE purchased pursuant to this section shall prohibit the insurer asserting a defense of sovereign immunity to claims made under the policy. All immunities enjoyed by COUNTY law enforcement officers under state or federal law shall inure to the benefit of Tribal law enforcement officers when acting under a commission under the terms of the Agreement.

**Section X. Oversight Committee**

A committee consisting of the TRIBE'S Chief of Police, the SHERIFF or his designee, and the Mason County Prosecutor or his designee, shall review activities and methods of performance pursuant to this Agreement. The committee shall meet annually, or more frequently, as needed, to discuss the operation of the Agreement. The committee may recommend to the signatories of the Agreement any amendments to this Agreement. :

**Section XI. Duration/Revocation of Agreement**

This Agreement shall remain in full force and effect for a period of ten years, or unless terminated by either party as provided in this Agreement and shall be subject to renewal by the Agreement of the parties at the end of the ten-year period. Either party may terminate this Agreement at any time. Termination shall be immediately effective upon receipt of written notice.

**Section XII. Amendments**

This Agreement shall not be amended except by an instrument in writing executed by the signatories below and attached to this Agreement.

**Section XIII. Notice**

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

In the case of the COUNTY, notices shall be sent to:

Mason County Sheriff  
P.O. Box 1037  
Shelton, WA 98584

In the case of the TRIBE, notices shall be sent to:

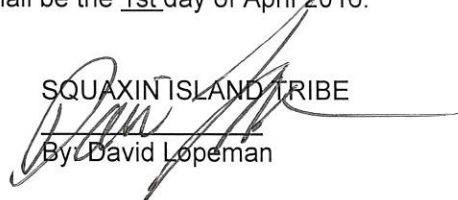
Squaxin Island Tribe Chief of Police  
70 SE Squaxin Lane  
Shelton, WA 98584

With a copy to:  
Squaxin Island Legal Department  
3711 SE Old Olympic Hwy  
Shelton, WA 98584


**Section XIV. Severability/Duration of Commissions**

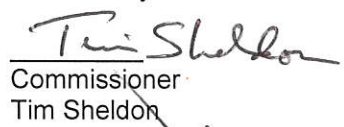
If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected. Because the source of legal authority to grant, revoke, and suspend the commissions described in this Agreement is separate from and independent of the terms of this Agreement, the invalidity of all or any portion of this Agreement shall have no effect on the validity of such commissions, which shall remain in effect until suspended or revoked at the discretion of the SHERIFF or his designee.

The effective date of this Agreement shall be the 1st day of April 2016.

  
SQUAXIN ISLAND TRIBE  
By David Lopeman

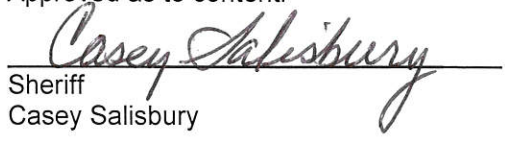
BOARD OF COUNTY COMMISSIONERS  
MASON COUNTY, WASHINGTON

  
Chairman  
Terri Jeffreys


  
Commissioner  
Tim Sheldon

  
Commissioner  
Randy Neatherlin

Approved as to content:

  
Sheriff  
Casey Salisbury

Approved as to form:

  
Chief Deputy Mason County Prosecuting Attorney  
Timothy Whitehead

  
Clerk of the Board  
Mason County Board of Commissioners  
Julie Almanzor