

**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

Memorandum of Agreement – Page 6
Squaxin Island Tribe

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