

**COOPERATIVE LAW ENFORCEMENT AGREEMENT  
BETWEEN THE STILLAGUAMISH TRIBE OF  
INDIANS AND SNOHOMISH COUNTY**

This Cooperative Law Enforcement Agreement Between The Stillaguamish Tribe Of Indians and Snohomish County (the "Agreement") is entered into between Snohomish County (hereinafter "the County"), a political subdivision of the State of Washington, and the Stillaguamish Tribe of Indians (hereinafter "the Tribe"), a federally recognized Indian Tribe, signatory to the Treaty of Point Elliott on January 22, 1855, (12 Stat. 927), and organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 476, pursuant to chapters 10.92 and 39.34 RCW.

RECITALS

WHEREAS, the Stillaguamish Tribe is a federally recognized sovereign Indian Tribe that has a reservation, described in 79 FR 45456-01 ("Reservation"), in Snohomish County. The Tribe also holds beneficial title to various parcels of land in Snohomish County ("Tribal Land"); and

WHEREAS, law enforcement agencies have the responsibility to protect lives, protect property, and keep the peace; and

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

WHEREAS, the Tribe and the County each wish to facilitate a cooperative approach to law enforcement to enhance public safety for all persons; and

WHEREAS, chapter 10.92 RCW authorizes a tribal police officer to act as general authority Washington peace officer, under certain conditions, thereby giving a tribal police officer 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; and

WHEREAS, it is intended that Tribal police officers who (1) have successfully completed the requirements of RCW 43.101.157, (2) are employed by a Tribal authority that has provided sufficient proof of insurance to the Department of Enterprise Services for the State of Washington, and (3) are in all other respects qualified to act as a peace officer under RCW 10.92, shall be eligible to act as a general authority Washington peace officer as provided under the law and this Agreement; and

WHEREAS, the parties also believe that providing certain members of the Snohomish County Sheriff's Office with Stillaguamish Tribal Police Commissions, under the terms and conditions of this Agreement, will directly enhance public safety in the region; and

WHEREAS, the parties enter into this cooperative agreement for the purpose of effectuating efficient law enforcement on both Stillaguamish Reservation and Tribal Lands and within the boundaries of Snohomish County.

## AGREEMENT

NOW, THEREFORE, this Agreement is entered into under the Interlocal Cooperation Act (chapter 39.34 RCW), the Tribal Police Officers Act (chapter 10.92 RCW) and the Constitution and Laws of the Stillaguamish Tribe of Indians, and the parties agree as follows:

1. Definitions. As used in this Agreement:

a) **"Authorized Tribal Officer"** means a law enforcement officer employed by the Tribe who has successfully completed the requirements of RCW 43.101.157 and is authorized under chapter 10.92 RCW to exercise the powers of a general authority Washington peace officer.

b) **"Tribal Commissioned Sheriff's Deputy"** means a law enforcement officer employed and commissioned by the Snohomish County Sheriff who has been granted a Tribal commission by the Stillaguamish Police Chief.

c) **"Chief of Police"** means the Chief of Police of the Stillaguamish Tribe of Indians Police Department.

d) **"Commission Letter"** means a letter issued by the Chief of Police to a Tribal Commissioned Sheriff's Deputy.

d) **"Deputy Sheriff"** means a law enforcement officer employed by the County, who has a current commission as a deputy granted by the Sheriff.

h) **"Sheriff"** means the Sheriff of Snohomish County.

j) **"Tribal Police Officer"** means a law enforcement officer employed by the Tribe.

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

3. Tribal Police Officer Peace Officer Authority. Authorized Tribal Police Officers may exercise general Washington peace officer authority as provided in chapter 10.92 RCW.

4. Revocation of Tribal Police Officer Peace Officer Authority. The Tribe shall notify the County by the next business day, in writing, if an Authorized Tribal Officer's certification is revoked pursuant to chapter 43.101 RCW.

5. Geographic Authority. The authority granted to Authorized Tribal Officers shall be coextensive with the exterior boundaries of the Stillaguamish Reservation, except that an Authorized Tribal Officer is authorized to act as provided by RCW 10.93.070. In executing this Agreement, the Parties agree that this Agreement shall constitute prior written consent by the Sheriff pursuant to RCW 10.93.070(1), provided however, the Sheriff retains the right to withdraw such written consent at any time

6. Issuing Tribal Commissions. The Chief of Police shall have sole discretion to grant or deny Tribal Commissions to Deputy Sheriffs. The parties agree that the Sheriff's Office will allow the Stillaguamish Police Department to review all employment materials of any individual deputy of the Sheriff's Office applying for a Tribal Commission, including any pre-employment investigation, background, polygraph or psychologist examination, as well as all appropriate waivers allowing the Stillaguamish Police

Department access to such information. The Chief of Police agrees to make a good faith effort to keep such information confidential. The Chief of Police will not issue a Tribal Commission to an individual deputy of the Sheriff's Office unless the Stillaguamish Police Department's review of the applicant deputy of the Sheriff's Office's employment materials indicates that the deputy is qualified to receive a Tribal Commission. The Chief of Police will not issue a Tribal commission to an individual deputy of the Sheriff's Office unless that deputy has successfully completed the Washington State Basic Law Enforcement Training Academy or its equivalent as determined by the Chief of Police. The Chief of Police shall grant or deny each application within a reasonable time, and shall issue a Tribal Commission letter to the Snohomish County Sheriff's Office.

7. Suspension and Revocation of Tribal Commission. The Chief of Police or his/her designee may, at any time, suspend or revoke the Tribal Commission of any Tribal Commissioned Deputy Sheriff for reasons solely within the discretion of the Chief of Police. The Chief of Police shall provide written notice of any such suspension or revocation and the reasons for such action to the Sheriff. As soon as practicable after receiving such notice of suspension or revocation, the Sheriff shall collect and return to the Tribes the Tribal Commission letter from the Deputy Sheriff whose commission is suspended or revoked.

If the Sheriff's commission or general Washington peace officer certification of a Tribal Commissioned Deputy Sheriff is suspended or revoked for any reason, said person's Tribal commission shall be deemed revoked, and as soon as practicable thereafter, the Sheriff shall notify the Chief of Police and collect and return to the Chief of Police the person's Tribal commission letter.

8. Scope of Powers. Each Authorized Tribal Officer may exercise all powers of a general authority Washington peace officer, as provided for by applicable law, within the exterior boundaries of the Reservation, and throughout Snohomish County, as provided by RCW 10.93.070(1).

Tribal Commissions granted under this Agreement shall empower Tribal Commissioned Sheriff's Deputies to exercise all powers of a Tribal Officer as provided by applicable law.

9. Exercise of Powers. Authorized Tribal Officers shall comply with all requirements under chapter 10.92 RCW, as adopted or later amended, when exercising authority as a general authority Washington peace officer. An Authorized Tribal Officer exercising authority as general authority Washington peace officer shall comply with the applicable constitutional and statutory provisions concerning enforcement of state laws when exercising such authority. Authorized Tribal Officers shall make all referrals for prosecution resulting from the exercise of general authority Washington peace officer authority to the appropriate prosecuting authority, who will be responsible to ensure that any criminal action is filed in an appropriate court, either federal, state, or Tribal. If any question exists with respect to the appropriate prosecuting authority, referral for prosecution shall first be made by notifying the Snohomish County Prosecuting Attorney, who will then process the referral by referring it to the appropriate federal, state, or Tribal prosecuting authority.

10. Report of Exercise of Powers. A copy of any citation or notice of infraction issued, or any incident report taken, by an Authorized Tribal Officer acting in the capacity

of a general authority Washington peace officer shall be submitted within three days to the police chief or sheriff within whose jurisdiction the action was taken.

Any action taken by a Tribal Commissioned Deputy Sheriff pursuant to a Tribal Commission shall be reported immediately to the Stillaguamish Police Department.

11. Operational Protocols. All Deputy Sheriffs shall at all times remain under the control of the Sheriff, and shall abide by the rules and regulations of the Sheriff, all state and local laws and regulations, the state and federal constitutions, and shall be subject to the direction of the Sheriff's Office. All Tribal Officers shall remain under the employment and control of the Police Chief and shall be subject to the direction of the Stillaguamish Tribe of Indians Police Department.

In order to facilitate a better understanding of the law enforcement duties and expectations of federal, state, and Tribal law enforcement personnel, the parties have agreed to more detailed operational protocols. A copy of said protocols is attached as Attachment A to this Agreement, and is incorporated by reference.

12. Prosecution. The parties recognize that the cooperation of law enforcement officers, including making court appearances as witnesses, is necessary for the effective prosecution of crimes and offenses resulting from enforcement actions taken pursuant to this Agreement. The parties agree to provide Authorized Tribal Officers and Tribal Commissioned Sheriff's Deputies when necessary as witnesses.

13. Detention. The Stillaguamish Tribe will execute an Interlocal Agreement for Jail Services with Snohomish County. The terms and conditions of that agreement will govern the detention of individuals arrested by Stillaguamish Police Officers and booked at the Snohomish County Corrections facility.

14. Hold Harmless/Indemnification. The Tribe shall be responsible for all civil liability of whatever nature arising from the acts of its own law enforcement officers and employees regardless of whether such officer or employee was a Cross Commissioned Tribal Officer. The County shall be responsible for all civil liability of whatever nature arising from the acts of its own law enforcement officers and employees, regardless of whether such an officer or employee was a Tribal Commissioned Deputy Sheriff. Under no circumstances shall the Tribe or the County be held liable for the acts of employees, agents, or representatives of the other party performed under color of this Agreement. The Tribes and the County shall indemnify each other for all claims, judgments or liabilities by third parties for bodily injury, property damage, personal injury, or civil liability of any type and nature which may arise out of the activities of their employees, agents, or representatives pursuant to this Agreement or the commissions described herein.

15. Insurance. The Tribe agrees to procure and maintain an insurance policy(s) in the amount of not less than \$10 million (10,000,000.00) dollars per occurrence insuring against claims for Bodily Injury, Personal Injury and Property Damage including false imprisonment, false arrest, police professional liability, and violation of civil rights, including cross-liability claims and shall maintain said policy(s) in full force and effect during the life of this Agreement. If this Agreement expires or is terminated for any reason, the Tribe agrees to continue to carry the above required insurance covering 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 warrants that it will maintain said coverage to the statute of limitations for any covered action for each policy year in succession.



The insurance shall be endorsed to include the County, its officers, officials, employees and agents as an additional insured, in a form acceptable to the County, without a cross-liability exclusion and refer to this Agreement and the Agreement for Jail Services (when executed). Such insurance shall provide thirty (30) days' written notice to the County in the event of cancellation or material change. The insurance company or the Tribe shall provide written notice to the County within thirty (30) days after any reduction in the general aggregate or occurrence limit. The Tribe shall provide the County with a certificate of insurance and additional insured endorsement prior to this Agreement's effective date and shall provide the County a copy of the above insurance policy upon its request, including any endorsements to said policy after the date of its issuance.

16. Limited Waiver of Sovereign Immunity. The Tribe expressly reserves all of its inherent sovereign rights as a sovereign Tribe, including its rights as a federally-recognized Tribe to sovereign immunity from suit in any state, federal or tribal court without the Tribe's explicit consent. By entering into this Agreement, the Tribe hereby grants a limited waiver of sovereign immunity to Snohomish County only, subject to and conditioned on the following:

- a. This limited waiver of sovereign immunity shall not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of Snohomish County.
- b. Nothing contained in this Agreement shall be deemed a consent to levy of any judgment, lien or attachment upon any assets, property or interest of the Tribe except as specifically described herein.

- c. Nothing in this Agreement nor any activity of the Tribe shall implicate or in any way involve the trust assets or credit of the Tribe or any of its members.
- d. The Tribe hereby expressly waives sovereign immunity to suit only with respect to claims made relating to, or arising under, this Agreement by any party, to interpret or enforce the terms of this Agreement, or upon a claim of indemnification by Snohomish County to this Agreement under Section 13. The limit for any claim of indemnification will be the insurance limit required by this Agreement. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the County shall look only to the proceeds of the insurance procured by the Tribe herein, and the policy of insurance obtained by the Tribe shall prohibit the insurer from asserting a defense of sovereign immunity to a claim made under the policy.

The Tribe agrees to assign over to the County, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision. Should the Tribe fail to procure and maintain the insurance required by this Agreement, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

All immunities enjoyed by County law enforcement officers under state or federal law shall inure to the benefit of Authorized Tribal Officers when exercising general Washington peace officer authority pursuant to chapter 10.92 RCW and the terms of this Agreement.

Nothing in this Agreement shall preclude the Tribe, the County, or their employees, agents, or representatives from seeking the benefits and protections of the Federal Tort Claims Act. It is expressly agreed and understood that the indemnification provided for in this section is for the benefit of the Tribe and County and their respective Authorized Tribal Officers and Commissioned Deputies individually only, and there is no intention by the parties to confer any other rights.

17. Governing Law and Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Agreement, including without limitation any claim based on contract, tort, or statute, shall be resolved by final and binding arbitration.

The County or the Tribe may initiate arbitration by providing written notice of intent to arbitrate to the other parties, together with a statement of the matter in controversy. If the parties are unable to agree upon a single arbitrator within thirty (30) days of such notice of intent, the County and the Tribe each may appoint an arbitrator by providing written notice of the name of an arbitrator to the other. If either the County or the Tribe does not so appoint an arbitrator within ten (10) business days after the other party appoints an arbitrator, the single appointed arbitrator shall act as the sole arbitrator of the specified controversy. If each party appoints an arbitrator, the two arbitrators shall meet promptly and attempt to select a third arbitrator. If the two appointed arbitrators are unable to agree on a third arbitrator within ten (10) business days after the second arbitrator is appointed, either the County or the Tribe may apply to the Superior Court of Snohomish County for

the selection of a third arbitrator. Once appointed, the three-arbitrator panel shall determine the specified controversy. Each party shall bear the cost of any arbitrator it appoints, and one-half (1/2) of the cost of appointing a third arbitrator and the third arbitrator's fee. Any arbitrator appointed under this provision must be an active member of the Washington State bar.

The arbitration rules and procedures in Chapter 7.04 RCW shall govern the arbitration process, the Washington State rules of civil procedure shall govern pre-hearing discovery to the extent not incompatible with the procedures set forth in Chapter 7.04 RCW, and the law of evidence of the State of Washington shall govern the presentation of evidence at the arbitration hearing.

An award or decision rendered by a majority of the arbitrators appointed under this Agreement shall be final and binding on all parties to the proceeding, and judgment upon any award or decision rendered by the arbitrators may be entered in the Superior Court of Snohomish County, Washington and enforced in the same manner as any other judgment.

Nothing in this Agreement shall be deemed or construed to give the arbitrators any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement, except to the extent that any part of this Agreement is determined to be illegal.

18. Employee Status. The authority granted herein shall not create an agency or employee status between a Tribal Officer and Snohomish County. The employees of the Tribe acting hereunder shall be considered employees of the Tribe for all purposes. The Tribe shall be responsible for all aspects of the employee's employment including, but not limited to, wages, benefits, performance, discipline, and termination. Similarly, the

authority granted herein shall not create an agency or employee status between a Sheriff's Deputy and the Tribe. The employees of the County acting hereunder shall be considered employees of the County for all purposes. The County shall be responsible for all aspects of the employee's employment including, but not limited to, wages, benefits, performance, discipline, and termination.

19. Amendments. No changes or modification to this Agreement shall be valid or binding upon the parties unless such changes or modifications are in writing and executed by the parties.

20. Severability. It is understood and agreed to by the parties hereto that if any part of this Agreement is illegal, the validity of the remaining provisions shall not be affected and the rights and obligations of the parties shall be construed as if the Agreement did not contain the particular illegal part.

21. Integration. This Agreement contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

22. Notice. Any notice required or permitted to be given under this Agreement to a party shall be deemed sufficient if given in writing and sent by certified mail to the address stated below for each party, or to any other address to which the party may inform all other parties in writing with specific reference to this Agreement:

For Snohomish County:

Snohomish County Sheriff  
3000 Rockefeller Ave. M/S 606  
Everett, WA 98201  
425-388-3460

For the Stillaguamish Tribe of  
Indians:

Stillaguamish Tribe of Indians  
3322 - 236<sup>th</sup> St. NE  
Arlington, WA 98223

23. Duration. This Agreement shall govern the performance of the parties from April 15, 2020, to March 31, 2022 ("Initial Term"). To the extent that any performance under this agreement occurs before the Effective Date of the Agreement, the parties hereby ratify such performance. The Agreement may be renewed for five (5) additional one (1) year option terms at the end of the Initial Term or option term, as applicable, unless either party has earlier withdrawn or set forth its desire to have this Agreement terminate as specified in this section 24. Renewal will be accomplished by the exchange of renewal letters between the Sheriff and Chief of Police at least 15 days before the expiration of the initial or option term.

24. Termination. Either party may, through its authorized officials, terminate this Agreement upon sixty (60) days' written notice to the other party. Termination of this Agreement shall not affect or diminish authority exercised prior to the effective date of such withdrawal. Termination shall not relieve any party of its agreement to insure without interruption or indemnify each other party as required herein for liability or expense arising out of actions prior to the time termination becomes effective. Termination shall not relieve any party of its agreement to arbitrate any controversy, dispute, or claim under the terms of this Agreement that arises out of or is connected or related to this Agreement while in effect.

25. Warranty. The signatories hereto hereby warrant that they have the power and authority and are duly authorized to enter this Agreement on behalf of the entity for whom they execute this Agreement in a representative capacity.


26. Posting/Recording. This Agreement will be filed with the Snohomish County Auditor or posted on the County's interlocal agreements webpage, in compliance with RCW 39.34.040 ("Effective Date").

27. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together shall constitute one and the same agreement. A faxed copy or other electronic copy shall be deemed as an original.

SNOHOMISH COUNTY

STILLAGUAMISH TRIBE OF INDIANS

\_\_\_\_\_  
Snohomish County Executive

  
\_\_\_\_\_  
Chair, Stillaguamish Tribe Board of Directors

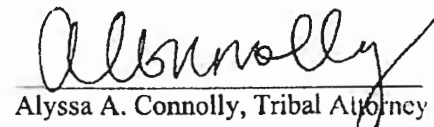
Dated: \_\_\_\_\_

Dated 03/25/21

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

  
Deputy Prosecuting Attorney

  
Alyssa A. Connolly, Tribal Attorney

Sheila Barker  
Digitally signed by Sheila Barker  
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Risk Management

**Attachment A**  
**Operational Protocols**



**ATTACHMENT A  
Law Enforcement Operations Protocol**

It is the intention of Snohomish County (hereinafter "County") and the Stillaguamish Tribe of Indians (hereinafter "the Stillaguamish Tribe") to work together cooperatively in law enforcement operations, on an as needed basis, affecting or relating to the Stillaguamish Tribe of Indians. In order to provide clear information to law enforcement officers and the public, this Protocol sets forth the agreed-upon understanding of the Snohomish County Sheriff's Office (hereinafter "SCSO") and the Stillaguamish Police Department (hereinafter "SPD"), as to how each agency will respond and coordinate with the other in response to law enforcement demands in Snohomish County and on the lands of the Stillaguamish Tribe of Indians.

**Basic Information for Officers.**

Stillaguamish police officers are authorized to exercise the powers of a general authority Washington peace officer on Tribal lands and throughout Snohomish County pursuant to the Agreement.

Snohomish County Deputy Sheriffs who have been commissioned by the Stillaguamish Chief of Police ("Cross Commissioned Deputy Sheriffs") will have jurisdiction to enforce Tribal law on the lands of the Stillaguamish Tribe of Indians. Snohomish County Deputy Sheriffs also have jurisdiction to enforce Washington state law, where applicable, on the lands of the Stillaguamish Tribe of Indians.

The SCSO and the SPD each will provide its officers with a check-sheet that provides the basic rubric of their concurrent jurisdiction within the lands of the Stillaguamish Tribe and within unincorporated Snohomish County.

The check-sheet will appear as follows:

**CONCURRENT JURISDICTION FOR  
OFFENSES OCCURRING ON THE  
Lands of the Stillaguamish Tribe**

		WHERE DID OFFENSE OCCUR?		
		TRIBAL TRUST LAND	NON-TRUSTEE STRIP LAND	PUBLIC BEACH
WHO COMMITTED OFFENSE?	STATE AMERICANS	<b>Tribal Court</b> - All criminal offenses and civil infractions committed by Indian adults and juveniles. <b>State Court</b> - All criminal offenses committed by Indian juveniles. <b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.	<b>Tribal Court</b> - All criminal offenses committed by Indian adults <b>State Court</b> - All criminal offenses committed by Indian adults and juveniles. <b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.	<b>Tribal Court</b> - All criminal offenses committed by Indian Adults. - All Tribal infractions committed by Indian adults and juveniles. <b>State Court</b> - All criminal offenses committed by Indian juveniles. - All non-driving related criminal offenses committed by Indian adults where the underlying land is owned by the State/County. - All driving related criminal offenses committed by Indian adults regardless of ownership of the underlying land. <b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.
	NATIVE AMERICANS			

SNOHOMISH COUNTY SHERIFF'S OFFICE	Tribal Court	<b>Tribal Court</b> - No Tribal court criminal jurisdiction over non-Indians. <b>State Court</b> - State court jurisdiction exists for all crimes committed by Non-Indian adults and Non-Indian juveniles. <b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.	Tribal Court	<b>Tribal Court</b> - No Tribal court criminal jurisdiction over non-Indians. <b>State Court</b> - State court jurisdiction exists for all crimes committed by Non-Indian adults and juveniles. <b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.	Tribal Court	<b>Tribal Court</b> - No Tribal court criminal jurisdiction over non-Indians. <b>State Court</b> - All crimes and infractions committed by non-Indian adults and juveniles. <b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.
	State Court	<b>State Court</b> - State court jurisdiction exists for all crimes committed by Non-Indian adults and Non-Indian juveniles. <b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.	State Court	<b>State Court</b> - State court jurisdiction exists for all crimes committed by Non-Indian adults and juveniles. <b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.	State Court	<b>State Court</b> - All crimes and infractions committed by non-Indian adults and juveniles. <b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.
	Federal Court	<b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.	Federal Court	<b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.	Federal Court	<b>Federal Court</b> - Those crimes for which there is Federal Ct. jurisdiction.

Contact information: Snohomish County Sheriff's Office North Precinct via SNO-PAC, Stillaguamish Police Department (360) 474-9111, Chief Don Tardiff via SNO-PAC; On-call Deputy Prosecutor via SNO-PAC

**Additional Guidelines for Officers.**

- Calls for service received by SNOPAC will be dispatched to SCSO and Stillaguamish Police respectively based on jurisdiction on the lands of the Stillaguamish Tribe of Indians.
- In progress, life threatening emergencies will be broadcast to both SPD and SCSO.
- SCSO and SPD supervisors will coordinate and decide who will be the lead agency on incidents that both agencies respond together. If the suspect in the incident is Native American, SPD will have first right of refusal.
- Approved Deputy Sheriffs issuing infractions to Tribal Court will affix a label to the SCSO infraction books that will direct the individual receiving the infraction to Stillaguamish Tribal Court.
- Cross Commissioned Tribal Officers will complete the Superform for misdemeanors and felonies that will be referred to the Prosecuting Attorney under this agreement.

**Other Arrest Information.** SPD and SCSO will support arrests made by each other. Responding law enforcement personnel will contain a situation before addressing issues of jurisdiction.

Both parties recognize that when a felony is committed against a Tribal business or casino owned by the Stillaguamish Tribe, the Federal Bureau of Investigation ("FBI") will also have investigative authority. The SPD may notify the FBI in such cases.

**Homicide/Unidentified Human Remains on Trust Land.** The parties recognize that in many instances it will be impossible to determine early in an investigation which agency has jurisdiction. In those instances, both agencies should investigate together.

- **Officer-Involved Shootings/ Potentially Fatal Use of Force.** If an officer involved shooting or other potentially fatal use of force involves a SPD officer acting within the lands of the Stillaguamish Tribe of Indians, then the Stillaguamish Police Chief will respond to assist the officer. The Tribal Police Chief may request that the SCSO respond to secure the site to prevent any appearance of impropriety. SPD agrees to participate in the SMART protocol;
- The Stillaguamish Police Chief will respond to assist the officer;
- The Tribal Police Chief may request that the SCSO respond to secure the site to prevent any taint or appearance of impropriety. If, while acting within the lands of the Stillaguamish Tribe of Indians, and officer involved shooting or potentially fatal use of force involves a Snohomish County Deputy Sheriff, Snohomish County protocol and procedures will apply.

SNOHOMISH COUNTY SHERIFF

*MCR*  
 Sheriff Date 03-30-2021

STILLAGUAMISH POLICE CHIEF

*N.W. Tardiff*  
 Police Chief Date 03/25/2021