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3
4 SNOHOMISH COUNTY DISTRICT COURT – CASCADE DIVISION
5 IN AND FOR THE STATE OF WASHINGTON
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7
8 STATE OF WASHINGTON,

9 Plaintiff,

10 vs.

11 JOHN C. GARRISON,

12 Defendant.
13

Case No.: 7747A-11D

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

14 **I. PRODECURAL POSTURE**

15 The Court previously ruled that Tulalip Tribal Officer Tillison had authority to
16 stop, investigate, and arrest the defendant for DUI within the exterior boundaries of the
17 reservation.
18

19 The Court reserved ruling on whether Officer Tillison had authority to transport
20 and administer a breath test beyond the exterior boundaries of the reservation. The
21 Court received briefs from both parties and heard argument from counsel on July 16,
22 2012.
23

24 The State argues that the following grounds, together or independently,
25 establish authority of a Tulalip tribal officer to administer a breath test beyond the
26 exterior boundaries of the reservation:
27
28

- 1 (1) Officer Tillison was authorized under RCW 10.92.020 which empowered him
2 as a "general authority Washington peace officer";
3 (2) Officer Tillison was authorized under RCW 10.93.070(1) as there was "prior
4 written consent" by SCSO; and
5 (3) Officer Tillison was authorized to administer a breath test under RCW
6 10.93.070(4) while "transporting a prisoner."

7 II. FINDINGS OF FACT

8 The Tulalip Reservation is within Snohomish County, Washington. The Tulalip
9 Tribe of Washington has a police department and Officer Tillison is commissioned as a
10 Tulalip Police Officer. The Cooperative Law Enforcement Agreement Between the
11 Tulalip Tribes of Washington and Snohomish County (interlocal agreement) was signed
12 by necessary tribal and county authorities on or before September 6, 2011. See
13 Exhibit A.

14 This interlocal agreement's scope is defined on page 6:

15 Scope of Powers:

16 Tribal commissions granted under this agreement
17 shall empower Approved Deputy Sheriffs to exercise
18 on the Reservation all powers of a Tulalip Police
19 Officer as provided for by applicable law.

20 Each Authorized Tribal Officer may exercise the
21 powers of a general authority peace officer, as
22 provided for by applicable law, within the exterior
23 boundaries of the reservation.

24 On September 21, 2011, Officer Tillison was patrolling within the borders of the
25 Tulalip Reservation where he made contact with the defendant, a non-tribal member.
26 Officer Tillison conducted a DUI investigation and placed Mr. Garrison under arrest.
27 Officer Tillison then transported Mr. Garrison to the Marysville Police Department
28 (outside of the Tulalip Reservation but within Snohomish County), where Officer

1 Tillison administered a breath test to Mr. Garrison. Officer Tillison then released Mr.
2 Garrison from custody and forwarded the case to the prosecutor's office for a charging
3 decision.

4 The Tulalip Tribes of Washington purchased liability insurance policies to cover
5 officers acting within the scope of the interlocal agreement. The policies were effective
6 for one year beginning July 1, 2011. See Exhibit B.

7 On October 25, 2011, the Department of Enterprise Services (DES) received
8 proof of liability insurance and a copy of the interlocal agreement from the Tulalip
9 Tribes; DET approved the adequacy of coverage on November 8, 2011. See Exhibit
10 C.

11 III. DISCUSSION AND CONCLUSIONS OF LAW

12 Tribal police do not have inherent authority to pursue and stop a vehicle outside
13 of reservation boundaries according to the 2011 Washington Supreme Court decision,
14 State v. Eriksen, 172 Wn.2d 506, 259 P.3d 1079. In addition, Tribal courts do not have
15 inherent jurisdiction to prosecute non-natives who commit crimes on their land. State v.
16 Schmuck, 121 Wn.2d 373, 379, 850 P.2d 1332 (1993), citing Oliphant v. Suquamish
17 Indian Tribe, 435 U.S. 191, 212, 98 S.Ct. 1011, 1022, 55 L.Ed.2d 209 (1978).
18
19

20 However, the Washington legislature enacted legislation in 2008 that authorizes
21 tribal officers to act as "general authority state peace officers," with the ability to enforce
22 state laws. To qualify, the tribal officer must successfully complete the requirements set
23 forth in RCW 43.101.157¹, and the tribal government must execute interlocal
24 agreements, pursuant to chapter 39.34 RCW, with local law enforcement agencies that
25 will have shared jurisdiction. RCW 10.92.020.
26

27
28 ¹ See Exhibit D. Compliance with this requirement is not contested by the defendant.

RCW 10.92.020

The State argues that Officer Tillison is authorized to administer a breath test beyond the exterior borders of the reservation under RCW 10.92.020. This statute recognizes out-of-jurisdiction officers as "general authority Washington peace officers" so long as the Department of Enterprise Services (DES) determines that the officers are adequately insured.² DES is tasked with approving or denying the adequacy of insurance "giving consideration to the scope of the interlocal agreement." RCW 10.92.020(2)(a)(i). In other words, the statute grants status as "general authority Washington peace officers" to tribal officers if they are adequately trained and insured for the acts sanctioned within the scope of the interlocal agreement. If DES determines that the insurance policies do not adequately cover the acts authorized in the interlocal agreement, then there would be no designation as a "general authority Washington peace officer" under RCW 10.92.

Officer Tillison lacked authority under RCW 10.92.020 for two primary reasons. First, the interlocal agreement signed on September 6, 2011, was not in effect when Officer Tillison administered the breath test on September 21, 2011. The interlocal agreement must comply with RCW 39.34, which requires that any interlocal agreement involving officer powers, "***as a condition precedent to its entry into force***, be submitted to the state officer or agency having such power of control." DES is the

² RCW 10.92.020(2)(a): "The appropriate sovereign tribal nation shall submit to the department of enterprise services proof of public liability and property damage insurance for vehicles operated by the peace officers and police professional liability insurance from a company licensed to sell insurance in the state. For purposes of determining adequacy of insurance liability, the sovereign tribal government must submit with the proof of liability insurance a copy of the interlocal agreement between the sovereign tribal government and the local governments that have shared jurisdiction under this chapter where such an agreement has been reached pursuant to subsection (10) of this section."

1 agency having the power and control, and DES did not receive the insurance policy and
2 the interlocal agreement for review until October 25, 2011. See Exhibit C. The interlocal
3 agreement at issue here was not in effect at the time Officer Tillison administered the
4 breath test on September 21 because the operative date is, at the very earliest, the date
5 of document submission to DES. RCW 39.34.

6
7 Second, it is clear that RCW 10.92.020 grants tribal officers status as "general
8 authority Washington peace officers" only if adequately insured. DES analyzes the
9 adequacy of the insurance policy in conjunction with the scope of authority granted in
10 the interlocal agreement and approves or rejects the adequacy of coverage based on
11 said scope. Here, the agreement does not grant tribal officers **any** authority beyond the
12 exterior boundaries of the reservation. There can be no authority under RCW
13 10.92.020 for acts not authorized in the interlocal agreement – the authority is
14 predicated on the insurance coverage, and the approval of insurance coverage is based
15 on the scope of the agreement.
16

17 Officer Tillison was not authorized under RCW 10.92 as a general authority
18 Washington peace officer on September 21, 2011.
19

20 21 RCW 10.93.070

22 Most statutes empowering law enforcement agencies limit the authorization of
23 law enforcement power to a specified region and are strictly construed.³ In the absence
24

25
26 ³ See RCW 35.27.240 (town marshall may arrest any violators of town
27 ordinances, but may pursue and arrest such violators beyond the town limits);
28 RCW 36.28.010 (the sheriff is the chief executive officer and conservator of
the peace of the county); RCW 43.43.030 (state patrol may exercise police
powers throughout the state). University Police Departments can qualify as
an "agency, department, or division of state government," empowering them to

1 of a statutory or common law exception authorizing the officer to make an out of
2 jurisdiction search or seizure, the search or seizure is probably unlawful – regardless of
3 the very real public policy concerns expressed by the State in this and similar cases.
4 For instance, in State v. Bartholomew, Seattle police officers “tagged along” with
5 Tacoma police officers who were executing a search warrant. 56 Wn.App. 617, 784
6 P.2d 1276 (1990). Evidence seized by the Seattle officers during the search was held
7 to be inadmissible because no statutory exception applied, and the Seattle officers were
8 not authorized to exercise authority in Tacoma. Id.
9

10 The Washington Mutual Aid Peace Officers Power Act empowers Washington
11 police officers to act outside of their primary jurisdiction in specific circumstances. RCW
12 10.93.070. Namely, officers may exercise authority anywhere in the state:
13

- 14 **(1) Upon the prior written consent of the sheriff or chief of**
15 **police in whose primary territorial jurisdiction the**
16 **exercise of the powers occurs;**
- 17 (2) In response to an emergency involving an immediate threat
18 to human life or property;
- 19 (3) In response to a request for assistance pursuant to a mutual
20 law enforcement assistance agreement with the agency of
21 primary territorial jurisdiction or in response to the request of
22 a peace officer with enforcement authority;
- 23 (4) **When the officer is transporting a prisoner;**
- 24 (5) When the officer is executing an arrest warrant or a search
25 warrant; or
- 26 (6) When the officer is in fresh pursuit, as defined in RCW
27 10.93.120.

28 RCW 10.93.070.

enter into mutual aid agreements with local cities and counties. State v.
Hargrove, 154 Wn.App. 182, 225 P.3d 357 (2010).

1 When one of these exceptions does not apply, the officer does not have
2 jurisdiction to act. The State argues that Officer Tillison was authorized to administer a
3 breath test beyond reservation boundaries under sections (1) and (4).
4

5 ***Upon Written Consent – RCW 10.93.070(1)***
6

7 The interlocal agreement was signed by county (including Sheriff John Lovick)
8 and tribal authorities prior to the breath test administered in this case. The State argues
9 that this constitutes “prior written consent” from the Snohomish County Sheriff for
10 Tulalip Tribal Officers to administer breath tests outside of reservation boundaries but
11 within Snohomish County. Further, the State argues that the specific scope of the
12 interlocal agreement is not relevant to this analysis – only that there was ***an agreement***.
13
14 The Court disagrees.

15 The specific provisions of the agreement are meaningful and binding. The
16 agreement, as discussed above, is very limited in scope and does explicitly limit
17 authority for tribal officers to within reservation boundaries. The agreement does not
18 grant Tulalip Tribal Officers the authority to administer breath tests beyond the exterior
19 boundaries of the reservation. Officer Tillison lacked authority to administer the breath
20 test beyond the exterior boundaries of the reservation under RCW 10.93.070(1).
21
22

23 ***Transporting a Prisoner – RCW 10.93.070(4)***
24

25 The final issue is whether the administration of a breath test at the jail was part of
26 “transporting a prisoner” within the meaning of RCW 10.93.070(4). This statutory
27 provision is intended to avoid the unnecessary expense of every law enforcement
28

1 agency being forced to construct their own jail; officers have authority to transport their
2 prisoners outside of their jurisdiction for the limited purpose of incarcerating them
3 elsewhere.

4 The Court finds that section (4) authorizes Officer Tillison to transport and book
5 the defendant beyond reservation boundaries, but it does not authorize Officer Tillison
6 to conduct an investigation or to administer breath tests beyond the reservation
7 boundaries. In fact, Officer Tillison transported Mr. Garrison to Marysville Police
8 Department with the intent to administer a breath test – not to book him into the jail.
9 The trip beyond the reservation borders was to gather evidence in the form of a breath
10 test result – not to transport a prisoner to be incarcerated. Administering a breath test is
11 not part of “transporting a prisoner.” Officer Tillison lacked authority to administer a
12 breath test beyond the exterior boundaries of the reservation under 10.93.070(4).
13
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15

16 IV. CONCLUSION

17 The breath test administered by Officer Tillison on September 21, 2011, is
18 suppressed because he lacked authority under 10.92 and 10.93 RCWs to administer
19 the test beyond the exterior boundaries of the Tulalip Reservation.
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21
22

23 SIGNED this 19 day of July, 2012

24 
25 Commissioner Anthony E. Howard
26
27
28

Exhibit A

COOPERATIVE LAW ENFORCEMENT AGREEMENT
BETWEEN
THE TULALIP TRIBES OF WASHINGTON
AND
SNOHOMISH COUNTY

This AGREEMENT is entered into between Snohomish County (hereinafter "County"), a political subdivision of the State of Washington, Mark K. Roe, the Snohomish County Prosecuting Attorney (hereinafter the "Prosecuting Attorney"), and the Tulalip Tribes of Washington (hereinafter "the Tulalip Tribes"), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tulalip Tribes, and recognized as a "public agency" as defined in RCW 39.34.020.

RECITALS

WHEREAS, the Tulalip Indian Reservation (hereinafter "the Reservation") is wholly located in Snohomish County, Washington; and

WHEREAS, applicable law provides that the Tulalip Tribes has certain powers of governance over tribal members, Indians who are not enrolled members of the Tulalip Tribes

when on the Reservation, and certain lands under tribal and/or federal jurisdiction located within the exterior boundaries of the Reservation; and

WHEREAS, previously, the United States ceded its criminal jurisdiction over such persons and lands on the Reservation to the State of Washington (hereinafter "the State"); and

WHEREAS, the State accepted the criminal jurisdiction ceded to it by the United States, and exercised that jurisdiction primarily through the County Sheriff and Prosecuting Attorney acting pursuant to the statutes of the State of Washington and the Charter and Code of Snohomish County; and

WHEREAS, the Tulalip Tribes adopted a resolution expressing its desire that the State retrocede the criminal jurisdiction acquired by the State on the Reservation; and

WHEREAS, the Governor of the State, pursuant to law and the tribal resolution requesting retrocession, issued a proclamation retroceding to the United States a portion of the criminal jurisdiction previously acquired by the State over the Reservation; and

WHEREAS, the United States issued a Notice of Retrocession to the United States of a portion of criminal jurisdiction on the Reservation effective November 21, 2001, to the extent that said jurisdiction has not been assumed and retained by the State pursuant to RCW 37.12.010; and

WHEREAS, chapter 10.92 RCW authorizes tribal police officers to act as general authority Washington peace 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, and

WHEREAS, RCW 10.92.020(10) requires all local government law enforcement agencies that will have shared jurisdiction with a sovereign tribal government under chapter 10.92 RCW to enter into an interlocal agreement pursuant to chapter 39.34 RCW, and

WHEREAS, the Tulalip Tribes and the County will have shared jurisdiction, and

WHEREAS, the Tulalip Tribes and the County each wish to protect the lives and property of all persons within the Reservation; and

WHEREAS, the Tulalip Tribes and the County each wish to facilitate a cooperative approach to law enforcement to enhance public safety for all persons and property within the Reservation; and

WHEREAS, the Prosecuting Attorney is an officer of the State for purposes of prosecuting criminal offenses that occur in Snohomish County or as otherwise provided for by law; and

WHEREAS, the Tulalip Tribes and the County respect the sovereignty and political integrity of each other and the values and culture represented by the Tulalip Tribes, and each desires to have an agreement reflecting a full government-to-government relationship in regard to criminal jurisdiction on the Reservation.

NOW, THEREFORE, this Agreement is entered into under the Interlocal Cooperation Act (RCW 39.34 et. seq.), the Mutual Aid of Peace Officers' Powers Act (RCW 10.93), and the Constitution and Bylaws of the Tulalip Tribes of Washington, and the parties agree as follows.

1. Definitions. As used in this Agreement:

- a) "Approved Deputy Sheriff" means a Deputy Sheriff who is commissioned by the Chief of Police.

b) "Authorized Tribal Officer" means a law enforcement officer employed by the Tulalip Tribes who is authorized under chapter 10.92 RCW to exercise the powers of a general authority Washington peace officer.

c) "Chief of Police" means the Chief of Police of the Tulalip Police Department

d) "County" means Snohomish County.

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

f) "Designated Offenses" means all violations of the laws of the United States, State, County, or the Tulalip Tribes, whether civil or criminal, and of any Model Traffic Code adopted by the County or the Tulalip Tribes.

g) "Indian" means an enrolled member of the Tulalip Tribes or a Native American as defined by applicable law.

h) "Prosecuting Attorney" means the Prosecuting Attorney of Snohomish County.

i) "Reservation" means the Tulalip Indian Reservation and all territory within the exterior boundaries thereof, including, without limitation, all roads, rights of way, easements and waterways within such exterior boundaries

j) "Restricted Fee Lands" means lands held in fee title by the Tulalip Tribes with a federal restriction on alienation contained in the deed or imposed by law.

k) "Sheriff" means the Sheriff of Snohomish County.

2. Effective Date and Termination of Previous Cooperative Agreement. Upon recording of this agreement with the Snohomish County Auditor, this agreement shall become

effective. Upon the effective date of this Agreement, all parties will be considered to have withdrawn from the Cooperative Law Enforcement Agreement between the Tulalip Tribes of Washington and Snohomish County dated November 21, 2001.

3. 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 or federal law, or to subject the parties to any liability to which they would not be subject by law.

4. Issuing Tribal Commissions. The Sheriff's Office will provide the Chief of Police a commissioned personnel list annually. The Chief of Police shall annually grant Tribal commissions to all Deputy Sheriffs identified in the commissioned personnel list.

5. Suspension and Revocation of Commissions. The Chief of Police or his/her designee may, at any time, suspend or revoke the Tribal commission of any Approved 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.

If the Tulalip Police Department employs a former Deputy Sheriff, the Chief of Police may issue a Tribal commission to said person without reference to this Agreement.

If an Approved Deputy Sheriff's commission from the 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.

6. Scope of Powers. Tribal commissions granted under this agreement shall empower Approved Deputy Sheriffs to exercise on the Reservation all powers of a Tulalip Police Officer as provided for by applicable law.

Each Authorized Tribal Officer may exercise the powers of a general authority peace officer, as provided for by applicable law, within the exterior boundaries of the reservation.

7. Exercise of Powers. Authorized Tribal Officers shall comply with all requirements under chapter 10.92 RCW, as adopted or amended hereafter, when exercising authority as a general authority Washington peace officer. Authorized Tribal Officers exercising authority as general authority Washington peace officers shall make all referrals for prosecution resulting from the exercise of authority as a general authority Washington peace officer to the Prosecuting Attorney, who will be responsible for ensuring that any criminal action is filed in the appropriate state court, and shall send a copy of the same to the Sheriff within three (3) days of issuance as required by RCW 10.92.020(3). Approved Deputy Sheriffs exercising authority under a Tribal commission shall make all referrals for prosecution under tribal laws to the Tribal prosecutor. If any question exists with respect to the appropriate prosecuting authority, particularly if federal jurisdiction is or may be appropriate, referral for prosecution shall first be made by notifying the Prosecuting Attorney, who will then process the referral by referring it to the appropriate federal, state, or tribal prosecuting authority.

8. 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 Tulalip Police Officers shall at all times remain under the control of

the Chief of Police and shall abide by the rules and regulations of the Chief of Police and shall be subject to the direction of the Tulalip 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 Sheriff and the Tulalip Police Department have agreed to more detailed operational protocols. A copy of said protocols is attached as Exhibit A to this Agreement, and is incorporated by reference.

9. Juvenile Offenses. With the exception of very serious crimes committed by Indian juveniles, the retrocession of jurisdiction on Reservation trust and restricted fee lands does not affect the arrest, prosecution, or detention of Indian juveniles under State law. Under RCW 37.12.010, the State and County retain jurisdiction over offenses committed by Indian juveniles regardless of where the crime is committed. While the Tulalip Tribes retains concurrent jurisdiction over Indian juvenile offenders, the Tulalip Tribes has determined that juvenile arrest, prosecution, and corrections are now best left to State and County authorities. The Tulalip Tribes may at some future time wish to provide assistance for Indian juveniles beyond what is provided by State and County authorities. Nothing in this Agreement shall preclude such supplementary assistance. The parties will cooperate in working out procedures for provision of such supplementary services, provided such services do not interfere or hinder those provided by the State and County.

If the Tulalip Tribes determines that it wishes to exercise its concurrent juvenile jurisdiction, it will formally inform County juvenile authorities, including the Prosecuting Attorney, of the impending assertion of jurisdiction in sufficient time to provide for the negotiation and drafting of an agreement on the exercise of juvenile jurisdiction by the Tulalip Tribes and the County.

The one area in which the Tulalip Tribes may find it necessary to assert jurisdiction over juveniles is the prosecution of very serious offenses committed by Indian juveniles when such offenses occur on trust or restricted fee lands within the Reservation.¹ Under current State law, such circumstances require that the State law offense be tried in an adult proceeding. As a result, State and County authorities lose jurisdiction over the juvenile because retrocession shifts jurisdiction over adult offenses occurring on trust and restricted fee lands to federal and tribal authorities. While such circumstances may be rare, the potential jurisdictional problems require some careful planning to protect public safety in a serious situation. If this situation arises there are several options:

a) In some circumstances, it may be appropriate for the Prosecuting Attorney to file lesser charges against the juvenile offender in Juvenile Court, thus maintaining County jurisdiction. Any decision to do so by the Prosecuting Attorney shall be deemed to have been made based upon the political status of Indians under law and shall not be deemed to have been made on the basis of any discrimination prohibited by law arising from racial or ethnic heritage.

b) Where the Prosecuting Attorney determines that it is in the best interest of justice, she or he may refer the matter to the United States, or the Tulalip Tribes, or both, to prosecute.

c) In the absence of either County or federal prosecutions, the Tulalip Tribes, whose Code does not distinguish between adult and juvenile offenders, shall prosecute.

10. 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.

¹ This problem does not arise when the juvenile offense occurs on fee lands within the Reservation because State and County authorities maintain jurisdiction after retrocession over offenses committed by adult and juvenile Indians on fee lands.

The parties agree to provide officers when necessary as witnesses in Snohomish County Superior, District, and/or Juvenile Courts, the Tulalip Tribal Courts, or Federal Courts.

The Sheriff's Office and the Tulalip Police Department shall include all courts specified in this section in their written procedures on court appearances, indicating that necessary appearances by officers are required in all courts.

11. Detention. Tribal members arrested by Tulalip Police Officers that require detention may be held at the adult facilities operated by Snohomish County Corrections or the Denny Juvenile Justice Center. The terms and conditions for such detention services are provided for in the Agreement for Jail Services between Snohomish County and the Tulalip Tribes of Washington, attached as Exhibit B to this Agreement and incorporated herein, or as subsequently agreed to in a separate written agreement between the County and the Tribe. Any other persons arrested by Tulalip Police Officers shall be held in the Snohomish County Corrections or the Denny Juvenile Justice Center pursuant to the terms and conditions of detention for the jurisdiction under which authority the arrest was made.

12. Domestic Violence – Full Faith and Credit. The federal Violence Against Women Act (VAWA) of 1994 requires that a protection order issued by a state or tribal court be accorded Full Faith and Credit by the Courts of any other State or Indian Tribe. See 18 U.S.C. § 2265. Under VAWA, the law of the jurisdiction enforcing these orders, rather than the law of the issuing jurisdiction, is applied in enforcing the order.

Tulalip Tribal orders may be enforced by County authorities anywhere in the County so long as it is shown that the Tulalip Tribal Court had personal and subject matter jurisdiction over the subject of the order and the defendant/respondent had reasonable notice and an opportunity to be heard on the issues. The Tulalip Tribes shall adopt an ordinance code which will provide for

such jurisdiction, notice, and hearing procedures. Upon adoption of such an ordinance, the County will be notified.

Tulalip Tribal authorities will enforce County protection orders under provision of the Tulalip Tribal Code, 18 U.S.C. § 2265, and the authority granted under chapter 10.92 RCW as adopted or hereafter amended. A registry of such orders shall be provided by the Tulalip Tribal Coun

13. Hold Harmless/Indemnification. The Tulalip Tribes shall be responsible for all civil liability of whatever nature arising from the acts of its own law enforcement officers and employees. 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 they were acting pursuant to a Tulalip Tribal commission to the extent provided by law. Except as provided in this section, under no circumstances shall the Tulalip Tribes or the County be held liable for the acts of employees, agents, or representatives of the other party that were performed under color of this Agreement. The Tulalip 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.

14. Insurance/Immunities. The Tulalip Tribes agree to procure and maintain an insurance policy(ies) in the amount of \$15 million per occurrence insuring against claims for false imprisonment, false arrest, public liability, property damage, police professional liability, and violation of civil rights, 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 Tulalip Tribes agree 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 Tulalip Tribes agree to insure that the coverage extends to the statute of limitations in each policy year.

The insurance shall include or be endorsed to include the County as an additional insured, and refer to and support the Tulalip Tribes' obligation to hold harmless the County, its agents, representatives, and employees under this Agreement and any attachments hereto. Such insurance shall provide thirty (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 Tulalip Tribes shall provide written notice to the County within thirty (30) days after any reduction in the general aggregate or occurrence limit. The Tulalip Tribes 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 all endorsements to said policy after the date of its issuance.

In the event the Tulalip Tribes fails to maintain insurance as required herein, then in that limited instance, the Tulalip Tribes waive sovereign immunity to suit upon a claim of indemnification by the County pursuant to this Agreement. The parties agree that in discharging this indemnification obligation, the County shall look first to the proceeds of the insurance procured by the Tulalip Tribes herein, and the policy of insurance obtained by the Tulalip Tribes shall prohibit the insurer from asserting a defense of sovereign immunity to the claim made under the policy. The limit for any claim of indemnification will be the insurance limit required

by this Agreement. The Tulalip Tribes agree 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.

All immunities enjoyed by tribal law enforcement officers under state, federal, or tribal law shall inure to the benefit of Approved Deputy Sheriffs when acting under a commission under the terms of this Agreement.

Nothing in this Agreement shall preclude the Tulalip Tribes, 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 Tulalip Tribes and County only and there is no intention by the parties to confer any rights hereunder to any third party, intentionally, unintentionally, or by implication.

17. Land Status Procedures. The parties recognize that maintaining accurate and complete records regarding the trust, fee, and restricted fee status of lands on the Reservation is critical to maintaining effective law enforcement and prosecution of offenders. The parties agree to exchange available information regarding the status of lands on the Reservation on a continuing basis, and to provide, upon the request of any party, certified copies of Snohomish County Auditor and Tulalip Tribes' records reflecting land status to law enforcement and prosecuting authorities for use in criminal proceedings.

16. 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 shall be resolved by final and binding arbitration.

The County, the Prosecuting Attorney, or the Tulalip Tribes 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 Tulalip Tribes each may appoint an arbitrator by providing written notice of the name of an arbitrator to the other. If either the County or the Tulalip Tribes 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 Tulalip Tribes 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. 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.

19. 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.

20. 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.

21. 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 the Prosecuting Attorney

Snohomish County Prosecuting Attorney
3000 Rockefeller Ave. M/S 504
Everett, WA 98201
425-388-3772

For the Sheriff:

Snohomish County Sheriff

3000 Rockefeller Ave. M/S 606
Everett, WA 98201
425-388-3414

For Snohomish County:

Snohomish County Executive
3000 Rockefeller Ave. M/S 407
Everett, WA 98201
425-388-3460

For the Tulalip Tribes:

Executive Director, Governmental Affairs
6700 Totem Beach Road
Marysville, WA 98271-9715
360-651-3225

Chief of Police
6700 Totem Beach Road
Marysville, WA 98271-9715
360-651-4608

22. Duration. Any party may, through its authorized officials, withdraw from this Agreement upon sixty (60) days' written notice to the other party hereio. Withdrawal from this Agreement by any party shall not affect or diminish authority exercised prior to the effective date of such withdrawal. Withdrawal 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 withdrawal or revocation becomes effective. Withdrawal 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. This Agreement shall be effective for a period of five (5) years, and shall be deemed renewed successively for five (5) years at the end of each term or renewal, unless the party to be bound has earlier withdrawn or set forth its desire to have this Agreement terminate at its regular termination date.

23. Warranty. The signators 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.

SNOHOMISH COUNTY

TULALIP TRIBES OF WASHINGTON

[Signature]
Aaron Reardon
Snohomish County Executive
Dated: 9/6/11

[Signature]
Melvin R. Sheldon, Jr.
Chair, Tulalip Tribes Board of Directors
Dated: May 26, 2011

MARK K. ROE
SNOHOMISH COUNTY PROSECUTING ATTORNEY

[Signature]
Dated: 6-16-11

JOHN LOVICK
SNOHOMISH COUNTY SHERIFF

[Signature]
Dated: 6/17/11

JAY GOSS
TULALIP POLICE CHIEF

[Signature]
Dated: 7/18/2-11

APPROVED AS TO FORM ONLY:

REVIEWED BY:

BY [Signature]
Deputy Prosecuting Attorney
Dated: 7-27-11

BY [Signature]
Risk Management
Dated: 7-27-11

APPROVED AS TO FORM ONLY:

[Signature]
Michael Taylor, Tulalip Tribes Attorney
Dated: 2 June 2011

COUNCIL USE ONLY	
Approved:	<u>5-31-11</u>
Docfile:	<u>D-1</u>

From:

05/25/2012 14:34

#823 P.043/046

Exhibit A

ATTACHMENT A Law Enforcement Operations Protocol

It is the intention of Snohomish County (hereinafter "County") and the Tulalip Tribes of Washington (hereinafter "the Tulalip Tribes") to work together cooperatively in all law enforcement operations affecting or relating to the Tulalip Indian Reservation. 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 Tulalip Police Department (hereinafter "TPD"), as to how each agency will respond and coordinate with the other in response to law enforcement demands on the Tulalip Indian Reservation.

Basic Information for Officers. Tulalip Tribes officers authorized to exercise the powers of law enforcement of a general authority Washington peace officer pursuant to chapter 10.92 RCW ("Approved Tribal Officers") and County deputy sheriffs have concurrent jurisdiction to enforce state law on the Tulalip Reservation. County deputy sheriffs who have been commissioned by the Tulalip Tribes' Chief of Police ("Approved Deputy Sheriffs") and Tulalip Tribes officers have concurrent jurisdiction to enforce tribal law on the Tulalip Reservation. The SCSO and the TPD each will provide its officers with a simplified checklist that provides the basic rubric of their concurrent jurisdiction within the exterior boundaries of the Tulalip Indian Reservation. This rubric is based upon "Basic Rules of Jurisdiction in Indian Country," a summary prepared by the Washington Association of Prosecuting Attorneys, dated May 2008, the Cooperative Law Enforcement Agreement Between the Tulalip Tribes of Washington and Snohomish County, and chapter 10.92 RCW.

The checklist will appear as follows:

TULALIP TRIBES		CONCURRENT JURISDICTION FOR OFFENSES OCCURRING ON THE TULALIP INDIAN RESERVATION		
WHO COMMITTED OFFENSE?		WHERE DID OFFENSE OCCUR?		
	Tribal Court	Tribal Court	Tribal Court	Tribal Court
		- All criminal offenses committed by Indian adults.	- All criminal offenses committed by Indian adults	- All criminal offenses committed by Indian Adults.
	State Court	- All criminal offenses committed by Indian juveniles.*	- All criminal offenses committed by Indian adults and juveniles.*	- All Tribal infractions committed by Indian adults and juveniles
		Federal Court	Federal Court	State Court
	Federal Court	- Those crimes for which there is Federal Ct. jurisdiction.	- Those crimes for which there is Federal Ct. jurisdiction	- 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.
	Tribal Court	- No tribal court jurisdiction over non-Indian.	- No tribal court jurisdiction over non-Indians	All driving related criminal offenses committed by Indian adults regardless of ownership of the underlying land
		State Court	State Court	Federal Court
	State Court	- State court jurisdiction exists for all crimes committed by Non-Indian adults and juveniles	- State court jurisdiction exists for all crimes committed by Non-Indian adults and juveniles.	- Those crimes for which there is Federal Ct. jurisdiction
		Federal Court	Federal Court	Tribal Court
	Federal Court	- Those crimes for which there is Federal Ct. jurisdiction	- Those crimes for which there is Federal Ct. jurisdiction	- No tribal court jurisdiction over non-Indians.
				State Court
	Tribal Court	- All criminal offenses committed by Indian adults.	- All criminal offenses committed by Indian adults	- All crimes and infractions committed by non-Indian adults and juveniles.
		- All Tribal infractions committed by Indian adults and juveniles	- All Tribal infractions committed by Indian adults and juveniles	
	State Court	- All criminal offenses committed by Indian juveniles.*	- All criminal offenses committed by Indian adults and juveniles.*	
		- All non-driving related criminal offenses committed by Indian adults where the underlying land is owned by the State/County.	- All non-driving related criminal offenses committed by Indian adults where the underlying land is owned by the State/County.	
	Federal Court	- All driving related criminal offenses committed by Indian adults regardless of ownership of the underlying land	- All driving related criminal offenses committed by Indian adults regardless of ownership of the underlying land	
		- Those crimes for which there is Federal Ct. jurisdiction	- Those crimes for which there is Federal Ct. jurisdiction	

Contact information: Snohomish County Sheriff's Office North Precinct via SNO-PAC, Tulalip Police Department (360) 651-4608, Chief Jay Goss (425) 754-8350 cell; On-call Deputy Prosecutor via SNO-PAC

*Note: State court will not have jurisdiction for "automatic decline" felonies committed by Indian juveniles; these will be referred either to Tribal or Federal Court.

Additional Guidelines for Officers

- Calls for service received by SNOPAC will be dispatched to SCSO.
- Priority E, 1, and 2 calls will be handled by SCSO. Patrol sergeants have the discretion to refer Priority 3 and 4 calls to TPD.
- Calls for service received by TPD will be dispatched to TPD.
- In progress, life threatening emergencies will be broadcast to both the TPD and the North County, SCSO. TPD may ask the SCSO for assistance and/or to be the lead agency on a call if TPD's resources are committed beyond the agency's capacity to respond.
- SCSO and TPD 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, TPD 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 Tulalip Tribal Court.
- Authorized Tribal Officers will complete the Supertorm for misdemeanors and felonies that will be referred to the Prosecuting Attorney.
- In emergency situations, the County and the Tribes may use each other's radio frequencies.

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

Emergency Response to Tribal Businesses. Due to the proximity of the Casino, Bingo Hall, and Quil Ceda Village to the I-5 Corridor, the parties recognize that it will be necessary for both the SCSO and the TPD to respond to robbery alarms or other emergency calls.

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

Homicide/Body Dumps on Trust Land. All 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. On trust land, the TPD will work with the SCSO to take charge of and secure the scene. The TPD will notify the FBI, when necessary.

SWAT/Special Operations. The SCSO and TPD will work to develop a stand-alone 3-way agreement with the FBI on SWAT/Special Operations.

The SCSO and TPD recognize that special operations have a cost factor, and that it takes time to assemble a SWAT team, but that the SCSO can do it much faster than the FBI. On tribal land, the jurisdiction belongs to the FBI under federal law when a violation of the Major Crimes Act occurs, but if the situation is such that the TPD cannot contain it, then the SCSO agrees to respond.

In these situations, the FBI has committed to respond within 12-24 hours, thereby providing a time frame within which the SCSO may be relieved. The County and Tulalip Tribes may enter into a cost-recovery agreement in the future, as County policies evolve in this area.

Officer-Involved Shootings. When an officer involved shooting or other potentially fatal use of force involves a TPD officer acting within the boundaries of the Tulalip Reservation, then

- TPD agrees to participate in the SMART protocol;
- The Tribal Police Chief will respond to assist the officer;
- The Tribal Police Chief will request that the SCSO respond to secure the site to prevent any taint or appearance of impropriety; and
- When the shooting involves a County deputy sheriff, existing County procedures will apply.

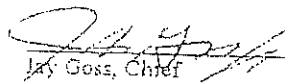
Suspect Interviews. The TPD understands that SCSO deputies will need to interview tribal members on the Tulalip Reservation when investigating crimes that occurred off the Reservation. The SCSO agrees to notify the Tulalip Police Chief when this occurs, as a courtesy.

Search Warrants. The SCSO and TPD recognize that warrants for trust and tribally owned land ideally will need to be obtained in both tribal and federal court. A state court warrant for a state crime committed off the Tulalip Reservation is adequate for trust or tribally owned land. *Nevada v. Hicks*, 533 U. S. 353 (2001). The parties agree to use their best judgement in obtaining warrants. The Tulalip Tribes will honor state warrants.

Due to the tight-knit Reservation community, the parties recognize the need to keep tribal warrants sealed until they are delivered.

SNOHOMISH COUNTY SHERIFF

TULALIP TRIBAL POLICE CHIEF

John Lovick, Sheriff_____
Date

Jay Goss, Chief_____
Date

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Washington, Inc. 1501 4th Avenue, Suite 2400 Seattle WA 98101		CONTACT NAME: PHONE (A/C No. Ext): 206-956-1600 FAX (A/C No.): 206-956-9600 E-MAIL ADDRESS: ryoung@bnbseattle.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: HUDSON INSURANCE COMPANY INSURER B: LEXINGTON INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25054
INSURED TULAL-1 Tulalip Tribes of Washington 6406 Marine Drive Tulalip WA 98271			

COVERAGES

CERTIFICATE NUMBER: 770522368

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	Y		NACL0025706	7/1/2011	7/1/2012	EACH OCCURRENCE	\$10,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$Excluded	
							PERSONAL & ADV INJURY	\$10,000,000	
							GENERAL AGGREGATE	\$10,000,000	
							PRODUCTS - COMP/OP AGG	\$10,000,000	
								\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC								
A	AUTOMOBILE LIABILITY			NACL0025706	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$10,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
B	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	Y	0176003564	7/1/2011	7/1/2012	EACH OCCURRENCE	\$15,000,000
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$15,000,000	
								\$	
	DED		RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y/N	N/A			WC STATUTORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
A	Law Enforcement Liability	Y		NACL0025706	7/1/2011	7/1/2012	\$10,000,000	Each Occurrence	
							\$10,000,000	Annual Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Snohomish County, its agents, representatives, and employees are additional insured and is held harmless with respects to the Cooperative Agreement between Tulalip Tribes of Washington and Snohomish County.

CERTIFICATE HOLDER

CANCELLATION

Snohomish County
 3000 Rockefeller Ave. M/S 407
 Everett WA 98201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2010/05)

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Time Jul. 3. 2012 3:05PM No. 3791



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Washington, Inc. 1501 4th Avenue, Suite 2400 Seattle WA 98101		CONTACT NAME: PHONE (A/C No. Ext): 206-956-1600 FAX (A/C No.): 206-956-9600 E-MAIL: ryoung@bnbseattle.com ADDRESS: ryoung@bnbseattle.com	
INSURED TULAL-1 Tulalip Tribes of Washington 6406 Marine Drive Tulalip WA 98271		INSURER(S) AFFORDING COVERAGE INSURER A: HUDSON INSURANCE COMPANY INSURER B: LEXINGTON INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25054

COVERAGES

CERTIFICATE NUMBER: 1357636095

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	NACL0025706	7/1/2011	7/1/2012	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$10,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NACL0025706	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	0176003664	7/1/2011	7/1/2012	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Law Enforcement Liability	Y	NACL0025706	7/1/2011	7/1/2012	\$10,000,000 \$10,000,000 Each Occurrence Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of Washington Office of Financial Management P O Box 43113 Olympia WA 98504-3113	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit C

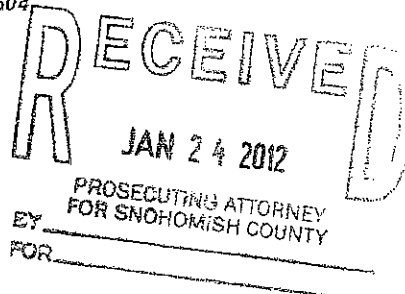


STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson, Olympia, WA 98504

November 8, 2011

Michael Taylor
Office of the Reservation Attorney
Tulalip Tribes of Washington
6406 Marine Drive
Tulalip, WA 98271



Re: RCW 10.92.020 – Public Liability and Property Insurance Adequacy

Dear Mr. Taylor:

On October 25, 2011, the Department of Enterprise Services, Office of Risk Management (Risk Management) received proof of liability insurance for the Tulalip Tribes of Washington and the interlocal agreement between the Tulalip Tribes of Washington and Snohomish County. Risk Management is also in receipt of Washington State Tribal Peace Officer Certifications for the officers of the Tulalip Police Services.

The Office of Risk Management has reviewed the liability insurance coverage, giving consideration to the interlocal agreement and approves the adequacy of coverage. Risk Management is required to conduct an annual review of the Tulalip Tribes of Washington's liability coverage. Each year when the policy renews, please submit an updated Certificate of Liability Insurance to our office.

Please contact Melynda Campbell at (360) 407-8137 or at melynda.campbell@des.wa.gov if you have any questions or need assistance.

Sincerely,

A handwritten signature in cursive script that reads "Lucy Isaki".

Lucy Isaki
State Risk Manager

Exhibit D

**TULALIP POLICE SERVICES**6103 31st AVENUE NE

TULALIP, WA 98271

(360) 716-4608

FAX (360) 716-5999

 **COPY**

State of Washington
Office of Financial Management
Olympia, Washington

Office of Financial Management,

The following Tulalip Tribal Police Services Officers meet the Washington State requirements of Washington State general authority peace officers and their certificates from the Washington State Criminal Justice Academy are enclosed for each officer.

1. Officer Paul H. Arroyos
2. Officer Dayn M. Brunner
3. Officer Aaron G. Cook
4. Officer Jeffery A. Crippen
5. Deputy Chief Carlos R. Echevarria
6. Officer Michael C. Engen
7. Officer Ross C. Fryberg
8. Officer Christopher A. Gobin
9. Sergeant Ryan J. Gobin
10. Officer Stephen L. Gray
11. Chief J.A. Goss, Jr.
12. Officer Barry W. Hagmann
13. Corporal Andrew James
14. Sergeant Jeffrey J. Jira
15. Officer Michael A. Johnsen
16. Sergeant Kenn R. Johnson
17. Lieutenant David K. Lott
18. Officer Jeremy T. Mooring
19. Commander Robert J. Myers
20. Officer Mark A. Nelson
21. Sergeant Sherman B. Pruitt
22. Officer Ronald J. Perry
23. Officer David A. Sallee
24. Sergeant William E. Santos
25. Officer Wayne A. Schakel
26. Officer Ted S. Summrell
27. Officer Gary D. Tilleson
28. Officer James W. Williams
29. Officer Tamur O. Zahir

Sincerely,

J.A. Goss, Jr., Chief of Police