

03/26/99
Muckleshoot motion
sk

Introduced By: Larry Gossett

Clerk 03/30/99

Proposed No.: 1999-0190

1 MOTION NO. **10678**

2 A MOTION authorizing the county executive to enter into an
3 interlocal agreement with the Muckleshoot Indian Tribe
4 relating to enhanced law enforcement services.

5 WHEREAS, the Muckleshoot Indian Tribe desires to provide enhanced law
6 enforcement services for its residents, and

7 WHEREAS, the county has the resources to provide such enhanced law
8 enforcement services;

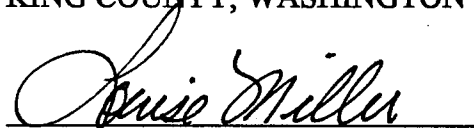
9 NOW, THEREFORE, BE IT MOVED by the Council of King County:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

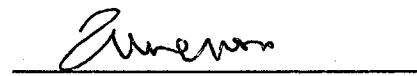
The county executive is authorized to execute an interlocal agreement, substantially in the form attached, with the Muckleshoot Indian Tribe to provide enhanced law enforcement services.

PASSED by a vote of 11 to 1 this 10th day of May, 1999.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments: Agreement Between King County and the Muckleshoot Indian Tribe
Relating to Law Enforcement Services
Muckleshoot Indian Tribe Resolution

10678



MUCKLESHOOT INDIAN TRIBE

39015 172nd Avenue S.E. • Auburn, Washington 98092-9763

Phone: (206) 939-3311 • (206) 939-5311



RESOLUTION NO. 99-032

TO APPROVE AN AGREEMENT BETWEEN THE MUCKLESHOOT INDIAN TRIBE AND KING COUNTY RELATING TO LAW ENFORCEMENT SERVICES

WHEREAS, the Muckleshoot Indian Tribal Council is the duly constituted governing body for the Muckleshoot Indian Reservation by authority of and is herein acting solely pursuant to its constitution and by-laws approved May 13, 1936 by the Secretary of the Interior, and as amended June 28, 1977 and not pursuant to its Indian Reorganization Act Corporate Charter ratified October 31, 1936; and

WHEREAS, the Tribe has criminal jurisdiction over Indian persons who commit crimes within the boundaries of its Reservation and desires to provide law enforcement services on all lands in the unincorporated areas of King County within the Reservation boundaries in addition to those base level services currently provided by King County; and

WHEREAS, the Tribe desires to contract with King County for enhanced law enforcement services on all lands in unincorporated King County within the Reservation and has authority pursuant to its Constitution to contract with King County for such services; and

WHEREAS, the County routinely provides law enforcement services to citizens of unincorporated King County and by contract to certain cities in King County; and

WHEREAS, the County is able to provide enhanced law enforcement services, through the King County Sheriff's Office, in unincorporated King County within the Reservation for the Tribe and has authority pursuant to RCW 30.34 to contract with the Tribe to provide such services; and

WHEREAS, an "Agreement Between King County and the Muckleshoot Indian Tribe Relating to Law Enforcement Services," attached hereto and herein incorporated by reference, has been reviewed by the Office of the Tribal Attorneys and has been reviewed by the Tribal Council,

NOW THEREFORE BE IT RESOLVED by the Tribal Council of the Muckleshoot Indian Tribe that the referenced agreement is hereby approved subject to the following conditions:

1. Funding for the agreement for the period ending December 31, 1999 shall not exceed \$104,000 to be derived from the following sources: \$25,000 credit from COPS Universal Hiring Grant due the Tribe via 1/07/99 King County Dept. of Public Safety letter; \$39,000 credit from Tribal sales of vehicles to King County Sheriffs Office; \$40,000 as a one-time, non-recurring funding from the 1999 Tribal Security Dept. Tax Fund budget subject to Tribal Council adoption of the 1999 Security Dept. interim operating budget with the funding to be administered by the Tribal Finance Dept. with a one-time waiver of otherwise applicable indirect costs; and
2. Beginning January 1, 2000, successive year funding shall be derived from Tribal Class III Gaming "2%" Compact funding; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Chairperson of the Tribal Council or in the absence of the Chairperson, the Vice-Chairperson, is hereby authorized to sign, execute and negotiate all contracts, agreements and amendments thereto on behalf of the Tribe without further adoption of a resolution in the securing and performance of this activity throughout its duration and for such extensions as may be executed as provided herein provided that such authorization does not exceed the specific intent and terms of the aforementioned document and/or activity and is executed in compliance with all applicable Tribal, federal and other ordinances, laws, regulations, policies and procedures.

CERTIFICATION

As Secretary of the Muckleshoot Indian Tribal Council, I hereby certify that the above resolution was duly adopted at a Special meeting of the Tribal Council on the 22 day of January, 1999, held on the Muckleshoot Indian Reservation, Auburn, WA, at which a quorum was present by a vote of 8 for, 0 against and 0 abstentions.

Norma Eyle
Norma Eyle, Secretary

John Daniels, Jr.
John Daniels, Jr., Chairman

DISTRIBUTED TO: DATE: 1/26/99
MANTIS CONTRACTS OFFICE
DATE: 1/26/99
ANP

**AGREEMENT BETWEEN
KING COUNTY AND THE MUCKLESHOOT INDIAN TRIBE
RELATING TO LAW ENFORCEMENT SERVICES**

This is an Agreement between King County, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County," and the Muckleshoot Indian Tribe, a federally-recognized Indian tribe, hereinafter referred to as the "Tribe."

WHEREAS, the Tribe has criminal jurisdiction over Indian persons who commit crimes within the boundaries of its Reservation and desires to provide law enforcement services on all lands in the unincorporated areas of King County within the Reservation boundaries in addition to those base level services currently provided by King County; and

WHEREAS, the Tribe desires to contract with King County for enhanced law enforcement services on all lands in unincorporated King County within the Reservation and has authority pursuant to its Constitution to contract with King County for such services; and

WHEREAS, the County routinely provides law enforcement services to citizens of unincorporated King County and by contract to certain cities of King County; and

WHEREAS, the County is able to provide enhanced law enforcement services, through the King County Sheriff's Office, in unincorporated King County within the Reservation for the Tribe and has authority pursuant to RCW 30.34 to contract with the Tribe to provide such services;

NOW, THEREFORE, the Tribe and the County hereby agree:

1. Law Enforcement Services

1.1 Base Level Services. King County Sheriff's Office ("KCSO") provides basic law enforcement services to the unincorporated area of the County, including the unincorporated area of the Reservation. The base level of law enforcement services ("Base Level Services") provided to the Tribe are as follows: law enforcement and other related services provided by personnel assigned to the King County Southeast Police Precinct (Pct 3) primarily for the benefit of the unincorporated area within the southeast precinct boundaries. Base Level Services include, but are not limited to:

Communication Services, E-911. Communications service, including all call receiving, dispatching, and report taking; and

Dispatched Calls for Service. A basic police response to answer 911 calls for service

and to enforce State and County laws and ordinances; and

Support Services. Support services generally include, but are not limited to, crime investigation and analysis, drug enforcement, major accident response and reconstruction, and vice control; and

Special Services. Special Operation services such as canine patrol, hostage negotiations, tactical unit, air support, bomb disposal, and traffic enforcement.

1.2 Enhanced Law Enforcement Services. In addition to providing Base Level Services, as provided in Section 1.1 above, pursuant to the terms of this Agreement the County will provide the following enhanced law enforcement services ("Enhanced Services") to the Tribe:

King County Sheriff's Office will provide one Community Police Officer ("Storefront Officer"), who will be assigned solely to the area of Unincorporated King County within the Reservation boundaries, except as otherwise provided herein. The officer may leave the Reservation boundaries to respond to priority X or 1 details (life threatening, critical and or in-progress felonies. Such Storefront Officer will consist of one (1) FTE [forty (40) hours per seven- (7-) day work week] to be scheduled by the Sheriff's Office per the request of the Tribal Council, and such schedule is subject to change at the request of the Tribal Council in conjunction with the labor Agreement between the King County Police Officer's Guild, King County Sheriff's Office, and King County. The Tribe will provide office space for such Storefront Officer and a desk, desktop computer, general office supplies, and a telephone and telephone service.

Duties of the Storefront Officer will include but are not limited to: general law enforcement services/enhanced 911 response; providing crime prevention analysis and training to the tribal community, which may include block watch or community action programs; problem solving crime and disorder problems within the tribal community; interact with and mentor tribal youth; provide special emphasis to community concerns; and build partnerships with community members to prevent crime.

The provision of Enhanced Services does not serve or act to reduce Base Level Services provided on the Muckleshoot Indian Reservation.

1.3 Prosecution of Criminal Cases. All criminal cases involving Indian persons will be referred to the appropriate municipal, state or county prosecutor's office for prosecution. As used herein, "Indian person" means any person enrolled in a federally-recognized Indian tribe. All declinations of prosecutions of Indian persons for offenses allegedly occurring on the Reservation shall be referred to the Muckleshoot Tribal Court within ninety (90) days of the decision to decline and within two hundred seventy (270) days of the incident. In all cases forwarded to the Muckleshoot Tribal Court, the necessary officer(s) shall be available to

AGREEMENT BETWEEN KING COUNTY
AND THE MUCKLESHOOT INDIAN TRIBE
RELATING TO LAW ENFORCEMENT SERVICES

10678

testify in Tribal Court.

2. Compensation.

2.1 Enhanced Service Costs. Enhanced Service costs for 1999 are contained in Exhibit B, which is incorporated herein by reference.

2.1.1. Enhanced Service costs shall include salary, benefits and special pays, if any, for personnel providing the Service, along with any associated clothing allowance, quartermaster, overtime, services, supplies, motor pool, systems services, insurance, equipment and associated administrative costs.

2.1.2. Enhanced Service costs shall reflect the deduction of revenue credits, as outlined in Exhibit A.

2.2 Development of Unit Costs. The County shall develop unit costs for Enhanced Services based on service costs developed in accordance with Section 2.1. Unit costs and formulas are listed in Exhibit A. The Unit cost is defined as the total cost of a unit or section within the KCSO, which includes all applied overhead and administrative charges. Unit costs are defined in the estimated and adopted budget books produced annually by the Sheriff's Office.

2.3 Tribe's 1999 Estimated Contract Amount. Enhanced Service costs and unit costs shall be the basis for calculating the Tribe's estimated contract amount, which will not be exceeded. Beginning on January 1, 1999, the Tribe shall be charged for Enhanced Services on the basis of FTEs (full-time equivalents). The estimated contract amount for 1999 is \$103,217 as shown in Exhibit B.

2.4 Limit on Annual Growth. The annual growth in unit costs shall not exceed 90% of the growth in the previous July to June Urban Wage and Clerical Workers Index for greater Seattle. Provided, however, any costs related to existing contractual obligations or labor contracts currently in negotiations, binding arbitration requirements, federal or state court mandates, federal or state law requirements, recommendations of the oversight committee which have a fiscal impact and are approved by the County or any other costs determined by the full oversight committee to be beyond the County's control, shall not be subject to this provision.

2.5 Billing. The estimated contract amount shall be billed monthly in 12 (twelve) equal amounts. Payments shall be due within 30 (thirty) days after receipt of invoices from the County.

COPY

3. Decisions and Policy-Making Authorities.

The County will provide the Tribal Council an opportunity to interview candidates for the position of Storefront Officer, provided for in Section 1.2 of this Agreement, and make hiring recommendations to the County. Prior to assigning such Storefront Officer, the Tribal Council and the Sheriff or his/her designee will meet to establish a service schedule, discuss community needs, and prioritize duties. The Sheriff or his/her designee will confer bi-annually with the Tribal Council to evaluate the Enhanced Services provided under this Agreement and discuss potential changes in assignments and duties. Nothing in this Agreement shall prevent individuals from seeking promotional opportunities or receiving a promotion.

4. Special Provisions.

During the term of this Agreement, the County will encourage the stabilization of County law enforcement personnel assigned to patrol the Reservation.

5. Reporting.

5.1 Reporting Districts. Reporting districts coterminous with the Reservation boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.

5.2 Notification of Criminal Activity. The police manager, if designated, or the precinct commander or his/her designee will notify the General Manager of the Tribe by telephone in the event of a significant criminal occurrence within the unincorporated area of King County within the Reservation.

5.3 Criminal Reports. Criminal reports generated by King County as a result of activities on lands within unincorporated King County within the Reservation are subject to state public disclosure and Privacy Act laws.

5.4 Quarterly Reports. The County will provide written quarterly reports on criminal activity and law enforcement responses within unincorporated King County within the Reservation.

6. Personnel and Equipment.

The County is acting hereunder as an independent contractor so that:

6.1 Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed by and shall remain under the County.

6.2 Status of Employees. All persons rendering Enhanced Services under this Agreement shall be for all purposes employees of the County.

6.3 Liabilities. All liabilities for salaries, wages, any other compensation, injury, sickness or liability to the public for negligent acts or omissions arising from performance of the Enhanced Services provided by the County under this Agreement shall be liabilities solely of the County.

7. Term

7.1 Duration. This Agreement is effective upon execution by both parties, except that services and associated financial obligations shall commence on or about January 1, 1999. The contract period shall continue through December 31, 1999.

7.2 Termination. Either party may terminate this Agreement by providing ninety (90) days' advance written notice to the other party.

8. Indemnification

8.1 Tribe Held Harmless. The County shall indemnify and hold harmless the Tribe and its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees relating to or arising out of performing Enhanced Services pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the Tribe, the County shall defend the same at its sole cost and expense; provided that the Tribe reserves the right to participate in said suit if any principle of governmental, public law, Tribal law, or Indian law is involved; and if final judgment in said suit be rendered against the Tribe, and/or its officers, agents, and employees, or jointly against the Tribe and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

8.2 County Held Harmless. The Tribe shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Tribe, its officers, agents, and employees, or any of them relating to or arising out of activities authorized pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Tribe shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and/or its officers, agents, and employees, or jointly against the County and the Tribe and their respective officers, agents,

and employees, the Tribe shall satisfy the same, to the extent of its general liability coverage required under this Agreement.

8.3 Limited Waiver of Immunity. The parties enter into a limited mutual waiver of their respective sovereign immunities for the sole and limited purpose of enforcing the mutual indemnities in Section 8 of this Agreement, and for no other purpose. Neither party hereto waives its sovereign immunity for any other purpose or with respect to or for the benefit of any other entity, person or government. Provided, that the Tribe's limited waiver of sovereign immunity set out in this paragraph is further limited to injunctive and declaratory relief related to the mutual indemnifications set out in this Section and to the recovery of damages to the extent covered by insurance. For this purpose, the Tribe shall maintain general liability insurance in the amount of two million dollars (\$2,000,000).

8.4 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

9. Miscellaneous

9.1 Audits and Inspections. The records and documents with respect to all Enhanced Services provided under this Agreement shall be subject to inspection, review or audit by the County or Tribe during the term of this Agreement and three (3) years after its termination.

9.2 Amendments. This Agreement may be amended at any time by mutual written agreement of the parties.

9.3 Dispute Resolution. Any dispute concerning the implementation of this Agreement shall be first directed to the Tribe's General Manager and the police manager, if designated, or the precinct commander, or his/her designee. If the dispute is not resolved between General Manager and the police manager or precinct commander, or his/her designee, it shall then be referred to the Tribal Council and Sheriff, who shall meet to resolve such dispute. Disputes relating to the implementation of this Agreement may not be resolved in any Court or by Administrative procedure. Termination shall be the sole remedy. Provided, that disputes involving the failure of the Tribe to provide compensation for services rendered or disputes involving the failure of the County to provide services for which payment has been made may be resolved in a court of competent jurisdiction. In such action the remedy shall be limited to the recovery of money owed.

AGREEMENT BETWEEN KING COUNTY
AND THE MUCKLESHOOT INDIAN TRIBE
RELATING TO LAW ENFORCEMENT SERVICES

10678

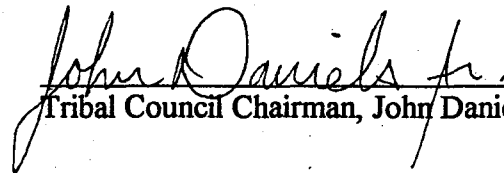
9.4 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement. DATED this ___ day of January, 1999.

KING COUNTY

MUCKLESHOOT INDIAN TRIBE

King County Executive, Ron Sims



Tribal Council Chairman, John Daniels, Jr.

Approved as to Form

Deputy Prosecuting Attorney
For Norm Maleng
King County Prosecuting Attorney

10678

MUCKELSHOOT ENHANCED SERVICES

Exhibit B

Service Costs January 1, 1999 – December 31, 1999

FTE	Position/Title	Salary	Benefits	Non-Salary	Total
1	Police Officer	47,127	14,726		61,853
	Special Pays	5,757		744	6,501
	Overtime	3,269		422	3,691
	Quartermaster			409	409
	Supplies			1,042	1,042
	Motorpool			8,724	8,724
	Services			421	421
	MARR Ofc Accident Inv			107	107
	Insurance			2,224	2,224
	800 MHz charges 1998 cost			1,363	1,363
	1998 COLA estimate (3.25%)			1,941	1,941
	Division Administrative Charges			914	914
	Dept. Administrative Charges: Departmentwide			5,611	5,611
	Dept. Administrative Charges: Sworn			6,283	6,283
	Precinct Support Staff			2,617	2,617
	Revenue Credit: School resource Officer			(341)	(341)
	Revenue Credit: Ballinger Homes			(143)	(143)
1 FTEs				Total	103,217

COPY