



# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 13-91

of the

### SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

**WHEREAS**, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe; and

**WHEREAS**, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government; and

**WHEREAS**, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe; and

**WHEREAS**, WSP is an agency of the State of Washington authorized by law to establish and operate an Automated Fingerprint Identification System (hereinafter referred to as "AFIS") capable of, but not limited to, reading, classifying, matching, and storing fingerprints, and to maintain criminal history record information based on fingerprint identification. AFIS is a state-funded system comprised of a central computer processor located at the WSP in Olympia. The criminal history repository is known as the Washington State Identification System (WASIS) and maintained by WO in Olympia; and

**WHEREAS**, WSP has entered into agreement with the Western Identification Network (WIN) for AFIS services. The WIN AFIS is a multi-state funded system comprised of a host system presently located in Rancho Cordova, California (the WIN Central Site) with remote input stations and booking terminals in member states as authorized by the WIN Board of Directors; and

**WHEREAS**, participation in WIN AFIS allows the user to operate live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, applying for licensing or employment pursuant to state or local

requirements ("Applicant Submissions"), or as required for the emergency placement of children pursuant to the Adam Walsh Child Protection and Safety Act of 2006, Section 151;

**WHEREAS**, WSP is permitted to allow the Tribe to participate in WIN AFIS by the signing of the WIN AFIS Connection User's Agreement (Attached); and

**NOW THEREFORE BE IT RESOLVED**, the Tribal Council approves the Washington State Patrol Live-Scan to Western Identification Network Automated Fingerprint Identification Network Automate Fingerprint Identification System (WIN AFIS) Connection User's Agreement; and authorized the Chairman to sign the attached Agreement on behalf of the Tribe; and

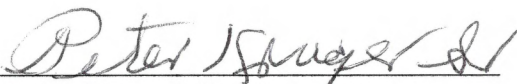
**BE IT FURTHER RESOLVED**, that the Tribe waives its inherent sovereign immunity to the following extent for the Agreement:

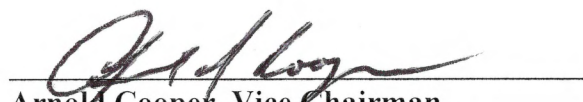
The Tribe hereby agrees to a limited waiver of sovereign immunity to: (1) suit, judgment and remedy in any federal or state court, without requiring exhaustion of tribal court process or remedies, pertaining to any and all claims, actions, or causes of action whatsoever, arising from the acts or omissions of its officers, officials, employees or agents growing out of, or in any way related to: the provision of information to WSP; access to, or the use, disclosure or withholding of WSP or WIN AFIS supplied information, or the use or misuse of the AFIS, WASIS or WIN AFIS systems and, (2) suit by WIN and/or WSP or its agents, judgment, and remedy, in any state or federal court, without requiring exhaustion of tribal court process or remedies, to compel performance with, or seek remedy for violation of, the terms, and conditions federal and state laws and regulations, or any agreement entered into by the Tribe pertaining to the submission of fingerprint images and related information to WSP and WIN.

**CERTIFICATION**

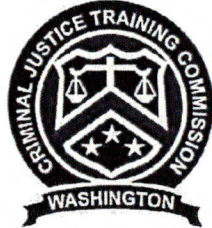
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 12<sup>th</sup> day of December, 2013, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.

  
\_\_\_\_\_  
David Lopeman, Chairman

Attested by:   
\_\_\_\_\_  
Peter Kruger Sr., Secretary

  
\_\_\_\_\_  
Arnold Cooper, Vice Chairman

AA No. \_\_\_\_\_



INTERAGENCY AGREEMENT

BETWEEN

WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

AND

SQUAXIN ISLAND POLICE DEPARTMENT

THIS AGREEMENT is made and entered into by and between the WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION (“Commission”) and SQUAXIN ISLAND POLICE DEPARTMENT, (“Tribal Agency”), an Indian Tribe recognized by the United States, subject to the requirements of Chapter 39.34 RCW.

Pursuant to RCW 43.101.157, the Tribal Agency is voluntarily requesting certification for their police officers by the Commission.

THEREFORE, IT IS THE PURPOSE OF THIS AGREEMENT to state and clarify the obligations of the Tribal Agency and its law enforcement officers for compliance with the requirements of the Commission concerning the granting, denying, and revoking certification of tribal peace officers. This agreement will empower the Commission to provide certification for tribal law enforcement officers of the Tribal Agency, subject to the provisions of RCW 43.101.157 and 43.101.095 *et seq.*

THEREFORE, IT IS MUTUALLY AGREED THAT:

By entering into this agreement, the Tribal Agency agrees to comply with the requirements of peace officer certification as set forth Chapter 43.101 RCW, Chapter 139-06 WAC, and any other laws and regulations governing peace officer certification in the State of Washington. The Tribal Agency agrees to provide the Commission with notification and all information to enforce the revocation of peace officer certification granted through this agreement, as described in RCW 43.101.135.

The Commission agrees to maintain certification records for tribal law enforcement officers of the Tribal Agency, and recognize tribal law enforcement officers of that agency as "certified tribal law enforcement officers." The Commission will not grant certification to individual officers, outside the scope of this agreement. Officers requesting certification must seek such recognition through their agency.

The Tribal Agency will be responsible for all costs of training related to certification pursuant to RCW 43.101.230.

The Commission will be responsible for the maintenance of the records and for the administration of all requisite actions for granting, denying, or revoking tribal peace officer certification.

The Commission and the Tribal Agency agree that no real property will be acquired, maintained, or disposed of, as a result of this agreement.

This agreement shall remain in effect until such time as the Tribal Agency voluntarily withdraws its participation or until the Commission withdraws from this agreement due to any lack of cooperation with the terms of the agreement by the Tribal Agency. Any appeal from such action of the Commission will be made to the Executive Director of the Commission or his/her designee, who will exercise their discretion.

\_\_\_\_\_  
Signature                                Date  
Tribal Chair Person

\_\_\_\_\_  
Signature                                Date  
Chief of Police

\_\_\_\_\_  
Signature                                Date

Susan L. Rahr, Executive Director  
Washington State Criminal Justice Training Commission

LIMITED WAIVER OF SOVEREIGN IMMUNITY  
Pertaining to the submission of fingerprint images and related information to  
The Washington State Patrol (WSP)  
by the  
Squaxin Police Department (Tribe)

PURPOSE: The purpose of this waiver is to address third party liability for fingerprint images and the related information submitted by the Tribe either electronically and/or through paper fingerprint cards to WSP for the purpose of identification and, when applicable, inclusion in Washington State's Automated Fingerprint Identification System (AFIS); the Washington State Identification System (WASIS); and Western Identification Network (WIN) AFIS databases.

For purposes of civil liability, all law enforcement agencies (LEAs) are responsible for the conduct of their respective employees and for the defense of any litigation; and for the satisfaction of any judgment arising from such conduct. Should WIN, any WIN member State or a participating LEA be sued as a consequence of the conduct of some other LEA's employees, third party claims provide a vehicle to allocate and apportion liability.

Because of their immunity from suit in state or federal court, however, third party practice may not be available as a vehicle to apportion liability as between a tribal LEA member and other WIN member States and LEAs. Consequently this Limited Waiver of Sovereign Immunity is needed to place tribal LEA members on an equal footing with other LEA members in this regard.

In furtherance of this purpose, and to protect the interests of WIN, WSP, and all WIN AFIS participating organizations (tribal and non-tribal), the following LIMITED WAIVER OF SOVEREIGN IMMUNITY is required as a condition of submitting fingerprint images and related information to WSP:

WAIVER: The Tribe hereby agrees to a limited waiver of sovereign immunity to: (1) suit, judgment and remedy in any federal or state court, without requiring exhaustion of tribal court process or remedies, pertaining to any and all claims, actions, or causes of action whatsoever, arising from the acts or omissions of its officers, officials, employees or agents growing out of, or in any way related to: the provision of information to WSP; access to, or the use, disclosure or withholding of WSP or WIN AFIS supplied information, or the use or misuse of the AFIS, WASIS or WIN AFIS systems and, (2) suit by WIN and/or WSP or its agents, judgment, and remedy, in any state or federal court, without requiring exhaustion of tribal court process or remedies, to compel performance with, or seek remedy for violation of, the terms, and conditions federal and state laws and regulations, or any agreement entered into by the Tribe pertaining to the submission of fingerprint images and related information to WSP and WIN.

ATTESTATION AND SIGNATURE: By signing below I certify that the Tribe has authorized approval of this TRIBAL LIMITED WAIVER OF SOVEREIGN IMMUNITY, and that I have been authorized to sign such on behalf of the Tribe. A copy of the Tribe's Certifications regarding Ordinance of Tribe Approving such Tribal Limited Waiver of Sovereign Immunity is attached.

\_\_\_\_\_  
Signature of Tribal Chairperson

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Tribal Chairperson Printed Name

**WASHINGTON STATE PATROL  
LIVE-SCAN TO WESTERN IDENTIFICATION NETWORK AUTOMATED FINGERPRINT  
IDENTIFICATION SYSTEM (WIN AFIS) CONNECTION USER'S AGREEMENT**

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THIS AGREEMENT, entered into between the Washington State Patrol (hereinafter referred to as "WSP"), an agency of the State of Washington; and the Squaxin Police Department, (hereinafter referred to as "the User"), witnesses that:

1. WSP is an agency of the State of Washington authorized by law to establish and operate an Automated Fingerprint Identification System (hereinafter referred to as "AFIS") capable of, but not limited to, reading, classifying, matching, and storing fingerprints, and to maintain criminal history record information based on fingerprint identification. AFIS is a state-funded system comprised of a central computer processor located at the WSP in Olympia. The criminal history repository is known as the Washington State Identification System (WASIS) and maintained by WSP in Olympia.
2. WSP has entered into agreement with the Western Identification Network (WIN) for AFIS services. The WIN AFIS is a multi-state funded system comprised of a host system presently located in Rancho Cordova, California (the WIN Central Site) with remote input stations and booking terminals in member states as authorized by the WIN Board of Directors.
3. The User operates live-scan fingerprinting equipment to capture fingerprint images and related information of a person arrested, registering as a sex or kidnapping offender, applying for licensing or employment pursuant to state or local requirements ("Applicant Submissions"), or as required for the emergency placement of children pursuant to the Adam Walsh Child Protection and Safety Act of 2006, Section 151.

NOW THEREFORE, in light of the foregoing representations and the promises, conditions, and other valuable considerations more fully set out or incorporated herein by reference, the parties, by their duly authorized officials, do mutually agree as follows:

1. WSP will furnish the User, a criminal justice agency as defined in chapter 10.97 RCW, with such criminal justice information as is available in WASIS, AFIS and WIN AFIS files. WSP will serve as the means of exchange of computerized criminal history information and fingerprint data.
2. The network connection will be made via an e-mail server administered by WSP. This network and local networks will meet the requirements of Criminal Justice Information Services (CJIS) Security Policy. The User shall notify WSP of sustained or repeated network problems that affect this service.
3. The User will submit the fingerprint images and the related information electronically to the WSP for the purpose of identification and, when applicable, inclusion in the AFIS, WASIS and WIN AFIS databases. For Applicant Submissions requiring a fee, the User agrees to establish a fingerprint services billing account with WSP. By establishing a billing account for fingerprint image submissions, the User agrees to collect, hold, and reconcile fees charged by WSP for the type of applicant fingerprints submitted by the User. If a transmission is sent in error, the User is still responsible for all fees associated with the transaction type.

4. The User agrees that WSP will provide authorization for access to the AFIS, WASIS and WIN AFIS databases with certain restrictions depending on system capabilities and assigned status as follows:
  - A. Local live-scan sites will submit fingerprint images and related information for identification search and inclusion in the AFIS, WASIS and WIN AFIS databases.
  - B. The User agrees to comply with statutory mandates concerning the submission of criminal and civil fingerprint submissions to WSP.
5. The User agrees that only the WSP site or authorized remote sites may permanently register fingerprints into the AFIS, WASIS and WIN AFIS databases.
6. The WSP AFIS Coordinator or designee will provide the User with policies including, but not limited to, a schedule for accessing the AFIS, WASIS and WIN AFIS databases. Such policies shall define the basis and procedures for conducting routine and emergency comparison of fingerprints against these databases.
7. The User shall take necessary measures to make its live-scan equipment and system secure and prevent unauthorized use. WSP reserves the right to object to equipment security measures and to suspend or withhold service until such matters are corrected to the reasonable satisfaction of WSP.
8. The User agrees to pay all personnel, operating, maintenance, and data transmission costs; to submit fingerprints as required under state statutes or local ordinances; and to pay the costs and maintenance related to an interface between the local records management system and live-scan equipment.
9. The User agrees to assign a live-scan coordinator to serve as the primary contact person for the User in Live-Scan to AFIS connection-related issues. The User also agrees to notify WSP immediately, in writing, of any changes in this position.
10. WSP agrees to schedule and provide training of equipment and procedures to User personnel at locations and times arranged by WSP. Equipment operation training may be supplied by WSP or the equipment provider.
11. The User shall access and utilize AFIS, WASIS and WIN AFIS databases only in conjunction with the administration of criminal justice as authorized by laws governing criminal history dissemination.
12. Fingerprint identification or criminal history information records provided to the User under this Agreement shall not be further disseminated by the User to any other person or (private or public) entity, except as required in criminal proceedings or pursuant to state or federal law.

#### PERIOD OF PERFORMANCE

This Agreement becomes effective on the date of the last signature and continues until June 30, 2017 or until termination as provided herein.

#### COMPLIANCE WITH LAWS, REGULATIONS AND PROCEDURES

The User agrees to comply with all applicable federal and state laws, regulations, rules, and procedures, and to assume certain costs associated with the User's use of the services described herein. The User shall operate livescan equipment and otherwise conduct itself in strict compliance with applicable policies and procedures published by WIN and WSP including: the Policies and Procedures of WIN AFIS as currently in force; the Washington Crime Information Center (WACIC) Manual; the A Central Computerized Enforcement Service System (ACCESS) Manual and ACCESS User Agreements; the



Washington State Identification Section (WASIS) Manual, and the policies and procedures identified in this Agreement.

The Policies and Procedures of WIN AFIS are hereby incorporated into and made a part of this Agreement except to the extent that they are inconsistent with anything found herein. The User will comply with related FBI Criminal Justice Information Services Security (CJIS) Policy and other security practices adopted by WIN as these relate to AFIS, WASIS and WIN AFIS.

SUSPENSION AND TERMINATION

WSP may suspend further performance of services hereunder when, in its reasonable estimation, the User has breached any material term of the Agreement. For the purposes of this Agreement, the violation of any specific term of this Agreement or of any substantive requirement or limitation imposed by the federal or state statutes, regulations, or rules incorporated into this Agreement shall be deemed a breach of a material term of the Agreement.

WSP may terminate this Agreement if the User commits any material breach of any term of this Agreement, which breach is not cured within thirty (30) business days after receipt of notice from WSP. Both parties may, by mutual agreement, terminate this Agreement on terms then acceptable to them.

Upon termination of this Agreement for any reason, each party shall promptly return to the other any property that belongs to the other party. With respect to hardware or software products that are the property of WSP or WIN, the User shall promptly return such property to WSP.

Neither WIN, WSP nor the User shall be liable for (i) any indirect, incidental, consequential or special damages under this agreement arising solely from the termination of this Agreement in accordance with its terms.

HOLD HARMLESS

The User agrees to hold harmless the Western Identification Network and its employees; and the State of Washington, the Washington State Patrol and its employees from and against any and all claims, demands, actions, suits, including but not limited to, any liability for damages by reason of or arising out of any misuse of the AFIS, WASIS and WIN AFIS databases, erroneous fingerprint identifications made by user personnel, or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, including attorney's fees.

This agreement replaces any previous agreement between WSP and the User on this subject.

IN WITNESS THEREOF, the duly authorized officials of the respective parties have executed this written Agreement.

USER AGENCY

WASHINGTON STATE PATROL

BY \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

\_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 6/2/2010