

**WORKING AGREEMENT BETWEEN
SQUAXIN ISLAND TRIBAL FAMILY SERVICES
AND
THE DIVISION OF CHILDREN AND FAMILY SERVICES
SHELTON OFFICE**

This agreement, dated this _____ day of _____, 2004 is entered into as inter-local agreement by and between the Squaxin Island Indian Nation, Shelton, Washington (hereafter called "Squaxin Island Tribe" or "the Tribe") and the Shelton Division of Children and Family Services (hereafter called "DCFS").

This agreement is to be liberally constructed in the full spirit of cooperation with the goal of carrying out the stated policy of the Indian Child Welfare Act of 1978, 25 USC 1901 et seq. (hereafter called the ICWA) and the Tribal-State contract approved by the South Puget Intertribal Planning Agency (hereafter called SPIPA) of which the Squaxin Island Tribe is an active partner. This agreement is to be interpreted and implemented consistent with the policies, procedures, and protections of the ICWA and applicable tribal and state statutes, regulations, and procedures, including the DCFS Indian Child Welfare Manual.

PURPOSE

The purpose of this agreement is to clarify the handling of Child Protective Services and Child Welfare Services cases involving Squaxin Island children and their families, including residents and non-residents of the Squaxin Island reservation and other children who are residents of the Squaxin Island reservation.

JURISDICTION

Consistent with the ICWA, other federal law, and tribal law, particularly Squaxin Island Tribal Code 10, the Squaxin Island Tribe has exclusive jurisdiction over any proceeding concerning a youth alleged to be in need of care, termination of parental rights, adoption or guardianship which involves:

1. Any Indian youth who resides or is domiciled on the Squaxin Island Reservation;
2. Any youth who is a member, or is eligible for membership in the Squaxin Island Tribe regardless of the youth's residence or domicile; or
3. Any Indian youth who has been placed in temporary care on the reservation or in any care facility licensed by the Tribe for the placement of Indian youth.

The Parties further recognize the primacy of the Tribe's interests in the wellbeing of Squaxin Island children and children residing on the Squaxin Island Reservation in those matters where the state holds concurrent jurisdiction. To ensure the jurisdiction of the Tribe is recognized in all matters affecting the welfare of the young people of the Squaxin Island Community, the Parties agree to implement the jurisdictional provisions as set forth herein.

When the Tribe has received notice or has reason to believe that an action involving a Squaxin Island youth is commencing or pending in another court, such as a DCFS filed proceeding in State Superior Court, the Tribe will intervene at any point in the Superior Court proceeding.

The Tribe may also request orally or in writing to a Superior Court judge that a case in state court involving a Squaxin Island Child be transferred to Tribal Court and that the state court proceedings be dismissed. The state court must transfer unless the Tribal Court declines jurisdiction, or for compelling reasons. If the case remains in another court for compelling reasons, the Tribal Court shall have concurrent jurisdiction.

DEFINITIONS

For the purposes of this agreement, all terms shall be defined as set forth in the ICWA unless otherwise indicated.

"DCFS" means the Shelton office of the Division of Children and Family Services, Department of Social and Health Services (DSHS).

"Children's Services" means all DCFS services including CPS (Child Protective Services), CWS (Child Welfare Services), FRS (Family Reconciliation Services), Foster Care/Kinship Care, Child-In-Need-Care, Adoption, etc.

"CPS" means Child Protective Services

"Indian Child" means any unmarried person who is under the age of eighteen and is either (a) member of a federally recognized Indian tribe, or (b) is eligible for membership in the Squaxin Island Tribe.

"Squaxin Island Child" means any unmarried person who is under the age of **18** years and is either (a) a member of the Squaxin Island Tribe, or (b) is eligible for membership in the Squaxin Island Tribe.

"Extended Family Member" shall be defined by the law or custom of the Indian child's tribe(s), or in the absence of such a law or custom shall be a person who has reached the age of 18 years and who is the Indian child's grandparent, aunt or uncle, brother or sister, brother-in-law or sister-in-law, niece or nephew, first or second cousin, or stepparent

"Squaxin Island Family Services" hereinafter called SFS, shall mean a licensed social services agency charged by the Squaxin Island Tribe with the responsibility to foster and protect the health and welfare of the Indian families and their children and to carry out the purpose of the ICWA and this agreement.

"SPIPA" means the South Puget Inter tribal Planning Agency, a non-profit consortium that currently represents several federally recognized tribes for the purposes of (a) delivering social, human and health services to the tribes and (b) providing training and technical assistance, resource development and planning to the tribal communities of these tribes.

"Screened in CPS complaint/referral" means a Child Protective Services complaint or referral accepted by DCFS for investigation.

"Tribal Indian Child Welfare program/worker" means the program, agency, organization entity or persons designated by the Squaxin Island Tribe to provide child welfare services on behalf of the Tribe.

"Superior Court" or "State Court" means any Superior Court for the State of Washington and its division, including Family Court and Juvenile Court

CONTACT PERSONS

The person who is on-duty at DCFS intake is the DCFS contact person during normal working hours, after-hours, and on weekends/holidays.

The person who is on-duty at the SFS intake is the SFS contact person during normal working hours. The back-up contact is designated by the SFS supervisor.

The parties to this agreement shall, at least bi-annually, notify each other in writing of the names of the contact persons and other principal staff members. In addition, the parties will notify each other of the office phone numbers and office addresses of contact persons. The parties specifically agree to notify each other of changes in contact persons and of changes in staff members authorized to perform child placement functions.

CHILD PROTECTIVE SERVICES (CPS)

When DCFS receives a CPS complaint, if there is any indication that the child who is subject of the complaint is a Squaxin Island child or is an Indian child residing on the Squaxin Island reservation, DCFS will contact SFS. SFS will determine whether the child is a Squaxin Island Child or is an Indian residing on the Squaxin Island reservation, DCFS will give SFS written notice of any complaints and/or referrals involving a Squaxin Island child residing on the Squaxin Island reservation or an Indian child residing on the Squaxin Island reservation, regardless of whether the complaint and/or referral is screened-in.

DCFS will provide a copy of any written complaint and/or referral as soon as possible, but no later than twenty-four (24) hours after DCFS receives it. If an emergent complaint and/or referral is received, DCFS will use its best efforts to immediately inform SFS and deliver a copy of the written material.

If DCFS receives a complaint and/or referral outside of the Tribe's normal working hours, or if it is not possible to notify SFS of a complaint and/or referral during normal working hours, DCFS will follow established procedures to protect the child whenever there is reason to believe that the child's healthy, safety, or welfare is in imminent danger. On the next working day, DCFS will notify SFS by telephone regarding the complaint and/or referral and any actions taken in the case by DCFS.

DCFS will also send SFS a written referral, including the allegations and any actions taken by DCFS, no later than the end of the same working day.

Except as stated above, SFS or a tribal designee will conduct CPS investigations of the complaint and/or referrals involving a Squaxin Island child residing on the Squaxin Island reservation or an Indian child residing on the Squaxin Island reservation.

After receiving notice of a complaint/referral, SFS may request that DCFS perform the investigation. Following such a request, DCFS will provide child protective services in accordance with DCFS intake and investigative guidelines and will report the outcome of the investigation to SFS.

If SFS notifies DCFS that the tribe is unable to provide services in a particular case, DCFS will offer services to the child and his/her family to the same extent as provided to other children and families in the state.

If SFS subsequently discovers, following receipt of a complaint/referral from DCFS, that the child who is subject of the complaint is not a Squaxin Island child or an Indian child or any Indian child that does not reside on the Squaxin Island reservation, SFS will immediately notify DCFS and will refer the complaint and/or referral back to DCFS for protective services, SFS will notify DCFS no later than twenty-four (24) hours following such a discovery,

If the Squaxin Island Tribal Court declines or is without jurisdiction over the child who is subject of a dependency petition, the SFS worker will refer the case to the appropriate DCFS office.

DCFS shall comply with its statutory reporting responsibilities as set forth in Chapter 26.44 RCW.

The SFS worker shall comply with the requirements stated in the SPIPA Child Placement Agency Contract regarding any child who has died, has had physical injury inflicted upon him/ her by non-accidental means, or has been subjected to sexual abuse and/or exploitation. The SFS worker shall also comply with any applicable federal, tribal or state child abuse reporting requirements

PLACEMENT

Squaxin Island Family Services delivers services through the South Puget Inter tribal Planning Agency Child Placement Contract and has the authority to recruit, license, and maintain foster homes for Squaxin Island children. At all times the Squaxin Island Tribe has the ability to place children into their own homes.

A Squaxin Island child accepted by DCFS for foster care or pre-adoptive placement shall be placed within reasonable proximity to his or her home, taking into account any special needs of the child. In any foster care or pre-adoptive placement, a preference shall be given, in the absence of good cause to the contrary, to a placement with:

- A member of the Indian child's extended family;
- A tribal foster home licensed, approved, or specified by the Indian child's tribe;
- An Indian foster home licensed or approved by an authorized non-Indian licensing authority;

- An institution for children approved by an Indian tribe or operated by an Indian organization which has a program suitable to meet the Indian child's needs.

Placement by the Tribe in a DCFS licensed foster home, group facility, or institution will be through established DCFS procedures in accordance with applicable laws and regulations and DCFS policy.

FOSTER CARE PAYMENTS

DCFS may pay for foster care ordered by the Tribal Court whenever consistent with applicable laws, regulations, and DCFS policy. In such cases, the SFS will furnish DCFS with copies of court orders and all other relevant legal documents, including all information necessary to process vouchers.

The Tribe is eligible for special rate services or exceptional cost services, or other available DCFS contractual services such as child care, BRS, foster care, group care, secure and semi-secure CRC, FPS, FRS, IFPS, HSS, SAY, state training for Tribal Staff and other services to the same extent as provided to other children and families in the state. These monies will be authorized based on equal access to the Tribe and availability of funds per the State 7.01 Plan Agreement, in keeping with the spirit of the Centennial Accord.

FULL FAITH AND CREDIT

The United States, every State, every territory or possession of the United States and every Indian Tribe shall give full faith and credit to the public acts, records, and judicial proceedings of any Indian Tribe applicable to Indian Child custody proceeding to the same extent that such entities give full faith and credit to the public acts, records, and judicial proceedings of any other entity.

INTREPRETATION OF THE AGREEMENT

The parties to the agreement realize that there may be instances in which one of the parties believes the other party has violated the agreement or clarification is necessary to interpret provisions of the agreement. In such an instance, it is agreed that the parties will attempt to resolve the matter at the lowest level possible within the following designated levels:

1. Shelton DCFS Unit Supervisor-Squaxin Island Family Services Manager
2. DCFS Area Manager-Squaxin Island Family Services Manager
3. DCFS Regional Administrator or designee-Squaxin Island Health and Human Services Director or designee
4. Indian Child Welfare Program Manager-Squaxin Island Health and Human Services Director or designee

IN WITNESS WHEREOF and by means of the signature below, the Squaxin Island Indian Tribe and the Division of Children and Family Services hereby agree to follow the provision of this working agreement, which shall be effective as of the date that all the persons designated below have signed the agreement.

SQUAXIN ISLAND INDIAN NATION

Director, Health and Human Services

Manager, Family Services

Date

South Puget Intertribal Planning Agency, Contract Coordinator

Date

STATE OF WASHINGTON DIVISION OF CHILDREN AND FAMILY SERVICES

Regional Administrator

Date

Area Administrator

Date

After recording return to:
Mason County Commissioners
411 North 5th Street
Shelton, WA 98584

**SPECIAL COMMISSION AGREEMENT BETWEEN THE SQUAXIN ISLAND TRIBE AND
MASON COUNTY 2002**

Exhibit A

PREAMBLE

The Squaxin Island Tribe, a federally recognized Indian Tribe organized pursuant to Section Sixteen of the Indian Reorganization Act of 1934 (25 U.S.C. §476), hereinafter "TRIBE," and Mason County, Washington, hereinafter "COUNTY," through the Mason County Sheriff, hereinafter "SHERIFF."

THIS AGREEMENT IS ENTERED INTO UNDER THE Inter-local Cooperation Act (Chapter 39.34 RCW), the Mutual Aid Peace Officers Powers Act (10.93 RCW), and the Constitution and Bylaws of the Squaxin Island Tribe.

INTENT

The TRIBE and the COUNTY each wish to protect the lives and property of all people within their respective jurisdictions and particularly within the exterior boundary of the Squaxin Island Reservation and within the lands and waters treaty rights are exercised. The TRIBE and the COUNTY, therefore, have entered into this Agreement governing certain aspects of the relationships between the COUNTY and TRIBE with respect to the special commission of tribal law enforcement officers as special commission reserve officers.

The Mason County Sheriff's Office ("MCSO") is a general authority law enforcement agency and its officers have general authority as Washington peace officers as defined in RCW 10.93.020. The purpose of this agreement is to provide for Squaxin Island Tribal peace officers to be specially commissioned Washington peace officers under RCW 10.93.020(5) to detect and apprehend persons committing infractions or violating the traffic or criminal laws in general of the state of Washington. Such special commission is for the sole purpose of empowering Approved Tribal Officers to detect and apprehend persons committing infractions or violating Designated Offenses under Washington State Law. Such commission shall so empower tribal officers when such infractions or violations occur within the Reservation or in the officer's presence outside the Reservation Boundaries.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS

Section I. Definitions

As used in this Agreement

Approved Tribal Officer: means a law enforcement officer employed by the TRIBE, who has submitted to a background check and training as required by the COUNTY, and has thereafter been granted a commission by the SHERIFF.

Commission: A special commission as a Level 3 Reserve Peace Officer granted to an Approved Tribal Officer in accordance with this Agreement.

Commission Card: An identification card issued by the MCSO to an Approved Tribal Officer.

Designated Offenses: All infractions and violations of the laws of the state of Washington, whether civil or criminal, and of any Model Traffic Code adopted by Mason County.

Reservation: The Squaxin Island Tribe's Reservation, and all territory within the exterior boundaries thereof, including without limitation all roads, rights of way, easements and waterways within such exterior boundaries.

Section II. Jurisdiction

Nothing in this Agreement shall be construed to cede any jurisdiction of either of the parties, to modify the legal requirements for arrest or search and seizure or to otherwise modify the legal rights of any person, 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.

Section III. Issuing Special Commissions

The SHERIFF may grant in his sole discretion a special commission as a Level 3 Reserve Officer. Applications for commissions shall be submitted in writing to the SHERIFF or his designee. Each application shall be accompanied by all background information on the applicant known to the TPC, appropriate waivers allowing the standard SHERIFF'S Office pre-employment investigation, and such other information as may be required by the MCSO. The applicant may be required to undergo a polygraph examination. The SHERIFF shall grant or deny each application within a reasonable period of time. The granting of a special commission shall be evidenced by the issuance of a commission card to the officer receiving the commission. No commission shall be denied on the basis of race, creed, sex, color or national origin. An applicant shall have successfully completed the Washington State Basic Law Enforcement Training Academy or a certificate of equivalency or have been exempted from the requirement thereof by the Washington state criminal justice training commission or successfully completed the equivalency examination process and completed the 2 week challenge from the Washington State Law Enforcement Training Academy.

Section IV. Suspension and Revocation of Special Commissions

The SHERIFF or his designee may, at any time, suspend or revoke the special commission of any Tribal law enforcement officer for reasons solely within his discretion. The MCSO shall inform the TPC of a proposed or anticipated suspension or revocation and written notice of any such suspension or revocation and the reasons for such action.

Section V. Scope of Powers

An Approved Tribal Officer shall have a special commission card in his or her possession at all times when acting pursuant to the commission, The special commission shall empower Approved Tribal Officers to detect and apprehend persons committing infractions or violations of all Designated Offenses when they occur within the Reservation or in the officer's presence outside the Reservation boundaries, Such power Shall include the power to make arrests. Tribal law

enforcement officers commissioned pursuant to this Agreement shall comply with the applicable constitutional and statutory provisions concerning enforcement of state laws when exercising such authority. Any court actions resulting from the exercise of a commission shall be filed in state court, and any referral for prosecution shall be made to the COUNTY Prosecutor. Tribal law enforcement officers shall remain under the control of the TRIBE, but when acting under the authority of a special commission shall abide by the rules and regulations of the SHERIFF, all State laws and regulations, the State and Federal Constitutions, and shall be subject to the direction of the SHERIFF'S Office.

Section VI. Report of Exercise of Commission Powers

The circumstances surrounding any actual exercise of peace officer authority to a special commission shall be immediately reported to the SHERIFF'S Office Dispatcher and shall be timely reported, after the fact, to the MCSO and subject to the reporting procedures established by the MCSO.

Section VII. Hold Harmless/Indemnification

Any liability or claim of liability which arises out of the exercise or alleged exercise of authority by an officer acting within the course and scope of the officer's duties as a specially commissioned peace officer is the responsibility of the primary commissioning agency unless the officer acts under the direction and control of another agency.

Section VIII. Insurance/Immunities

The TRIBE agrees to maintain insurance policies in the amount of \$1,000,000.00 per occurrence insuring against claims for false imprisonment, false arrest, public liability, property damage and police professional liability 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 TRIBE agrees 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 TRIBE must ensure that the coverage extends to the statute of limitations in each policy year.

The insurance shall include the COUNTY as an additional insured and refer to and support the TRIBE'S obligation to hold harmless the COUNTY, its officers, elected officials and employees. Such insurance shall provide 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 TRIBE will provide written notice to the COUNTY within thirty (30) days after any reduction in the general aggregate or occurrence limits, The TRIBE shall provide the COUNTY with a certificate of insurance prior to the contract effective date. The COUNTY, at its option, may require a complete copy of the above insurance policy.

The TRIBE waives sovereign immunity to suit only upon claims asserted by the COUNTY, the amount and nature of which are within the coverage and limits of the TRIBE'S insurance policy. Policies of insurance obtained by the TRIBE purchased pursuant to this section shall prohibit the insurer asserting a defense of sovereign immunity to claims made under the policy. All immunities enjoyed by COUNTY law enforcement officers under state or federal law shall inure to the benefit of Tribal law enforcement officers when acting under a commission under the terms of the Agreement.

Section IX, Oversight Committee

A committee consisting of the TRIBE'S Chief of Police, the SHERIFF or his designee, and the Mason County Prosecutor or his designee, shall review activities and methods of performance

pursuant to this Agreement. The committee shall meet annually, or more frequently, as needed, to discuss the operation of the Agreement. The committee may recommend to the signatories of the Agreement any amendments to this Agreement.

Section X. Duration/Revocation of Agreement

This Agreement shall remain in full force and effect for a period of ten years, or unless terminated by either party as provided in this Agreement and shall be subject to renewal by the Agreement of the parties at the end of the ten-year period. Either party may terminate this Agreement at any time. Termination shall be immediately effective upon receipt of written notice.

Section XI. Amendments

This Agreement shall not be amended except by an instrument in writing executed by the signatories below and attached to this Agreement.

Section XII. Notice

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail.

In the case of the COUNTY, notices shall be sent to:

Mason County Sheriff

P.O, Box 1037 Shelton, WA 98584

In the case of the TRIBE, notices shall be sent to:

Squaxin Island Tribe Chief of Police 70 SE Squaxin Lane Shelton, WA 98584

With a copy to:

Squaxin Island Legal Department 3711 SE Old Olympic Hwy Shelton, WA 98584


Section XIII. Severability/Duration of Commissions

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the Agreement or the application of the provision to other persons or circumstances is not affected. Because the source of legal authority to grant, revoke, and suspend the commissions described in this Agreement is separate from and independent of the terms of this Agreement, the invalidity of all or any portion of this Agreement shall have no effect on the validity of such commissions, which shall remain in effect until suspended or revoked at the discretion of the SHERIFF or his designee.

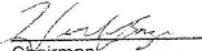
Special Commission Agreement - Squaxin Island Tribe
Page 5

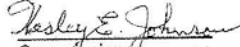
The effective date of this Agreement shall be the 4th day of March 2003.

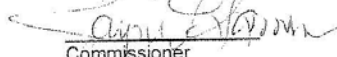
SQUAXIN ISLAND TRIBE


By: David Lorenz

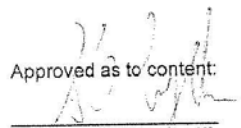
BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON


Chairman

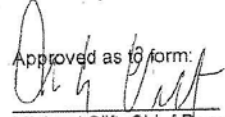

Commissioner



Commissioner

Approved as to content:


Steve Whybark, Sheriff

Approved as to form:

 CHIEF
Michael Clift, Chief Deputy Mason County Prosecuting Attorney


Clerk of the Board,
Mason County Board of Commissioners