



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 12-15

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;

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;

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

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;

WHEREAS, the Squaxin Island Tribe wishes to enter into a Memorandum of Agreement, the purpose of this Memorandum of Agreement is to set forth the respective duties and responsibilities of the Squaxin Island Tribe and SPIPA regarding administration, compliance and service delivery of the Healthy Families Project pursuant to the ACF grant referenced above.

WHEREAS, the Parties have negotiated a Memorandum of Agreement (Attachment 1).

NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribal Council approves the Memorandum of Agreement made by and between the Squaxin Island Tribe ("Tribe"), a federally recognized Indian Tribe located on the Squaxin Island Reservation and the South Puget Intertribal Planning Agency ("SPIPA"), an inter-tribal governmental agency located on the Squaxin Island Reservation and formed by the Chehalis, Nisqually, Shoalwater Bay, Skokomish and Squaxin Island Tribes.

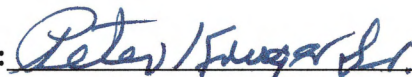
NOW THEREFORE BE IT FURTHER RESOLVED, that the Tribal Council hereby authorizes the Council Chairman and/or the Tribal Administrator, to execute the Memorandum of Agreement;

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 March 9, 2012, at which time a quorum was present and was passed by a vote of 4 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Peter Kruger, Sr., Secretary



Arnold Cooper, Vice Chairman

MEMORANDUM OF AGREEMENT

BETWEEN THE SQUAXIN ISLAND INDIAN TRIBE AND THE SOUTH PUGET INTERTRIBAL PLANNING AGENCY (SPIPA)

This Memorandum of Agreement is made by and between the Squaxin Island Tribe (“Tribe”), a federally recognized Indian Tribe located on the Chehalis Reservation and the South Puget Intertribal Planning Agency (“SPIPA”), an inter-tribal governmental agency located on the Squaxin Island Reservation and formed by the Chehalis, Nisqually, Shoalwater Bay, Skokomish and Squaxin Island Tribes.

Project Name: Healthy Families Project (HFP)

Grantor: Administration for Children and Families (ACF)

Award No: 90 TH 0012-02-00

Budget Period: 09/30/11– 9/29/2012

SPIPA Grant No. 2651

Total Tribal Allocation for FY2011 Budget (net of indirect) \$40,268

1. Purpose.

The purpose of this Memorandum of Agreement is to set forth the respective duties and responsibilities of the Squaxin Island Tribe and SPIPA regarding administration, compliance and service delivery of the Healthy Families Project pursuant to the ACF grant referenced above.

2. Description Of Program.

The Parties intend to work in a collaborative manner to ensure the successful administration, delivery and implementation of the Administration for Children and Families (AFC) funded Healthy Families Project (HFP) home visitation/parent education services to the participating SPIPA service area. Home visitation/Parent Education services shall be provided for up to 20 eligible families per year. Eligible families are low-income American Indians and Alaska Natives and others identified by Tribal-based social services, education, health or TANF programs. This collaborative partnership will ensure the goals, objectives, timelines, data collection processes and services are successfully delivered to participating Native families.

3. The Tribe’s Duties And Responsibilities.

- a. Provide Home visitation/Education services to Native children, birth to age 5 years, and their families.
- b. Provide office equipment and space for the Parent Educator position. The position shall not exceed 40 hours per week. The Parent Educator shall report to the on-site supervisor for day-to-day operations and to the SPIPA Healthy Families Project Coordinator for programmatic consultation, grant compliance, training, data collection and reporting.

- c. Ensure Parent Educator participates in all mandatory meetings and professional education/certification activities as identified by the Project Coordinator, grantor and Parents as Teachers (PAT) Curriculum.
- d. Coordinate and maintain communication with SPIPA Project staff in all HFP activities as required.
- e. Participate in the development of the policies and procedures and cultural adaptations to PAT curricula.
- f. Collect HFP data related to the grant: evaluation and benchmark measures for the Project as required by grantor (ACF) and Parents As teachers (PAT).
- g. Provide SPIPA with a list of authorized signature(s) for check requests and purchase orders with their printed name, job title and signature for verification purposes.
- h. Provide SPIPA with check requests for vendors and employee reimbursements according to SPIPA's accounts payable schedule and provide any other documents necessary for audit purposes.
- i. Report any changes in key staff members to SPIPA.
- j. Allocate staff time to participate in the HFP. This shall include hiring, orienting and ensuring Tribal Project staff attends all necessary meetings and trainings.

4. SPIPA's Duties And Responsibilities.

- a. Provide administrative, program, and fiscal oversight of the project.
- b. The Project Coordinator will manage HFP grant requirements, collaborate and coordinate with the Tribal site on HFP related activities and requirements.
- c. Coordinate and facilitate communications, trainings and meetings of the HFP Team, and Parent Educators.
- d. Monitor program standards, such as assessing and improving as necessary the Parents As Teachers measurements and level of training.
- e. Coordinate program data collection, reporting, and evaluation activities.
- f. Work collaboratively with Tribal staff to provide consultation and monitoring of activities to ensure goals, objectives, and data collection meet or exceed funder requirements.
- g. Provide a Data Analyst to manage screening data and real-time reporting.
- h. Provide an Evaluation Plan and contract Evaluator to measure effectiveness of program.
- i. Coordinate and facilitate communications, trainings and meetings of the HFP Team, and Parent Educators.
- j. Submit accurate and timely program and fiscal reports to the ACF as required by the grant contract.
- k. Develop policies and procedures and cultural adaptations to curricula.

5. Terms, Payment and Funding.

- a. The term of this MOA is effective from date of execution through September 29, 2012. By signing this document, the parties agree to the total Tribal budget allocation.
- b. SPIPA agrees to cover Project-related services and supplies (including salary and fringe benefits for the Parent Educator) utilized by the Tribe not to exceed \$40,268. Funds are dependent on fiscal year awards and are subject to change based on final notice of award from ACF.

- c. Unless otherwise provided for in this section, SPIPA shall make payment within thirty (30) days from the date the Tribe provides SPIPA with an invoice, supporting documentation of HFP services performed and required reporting data as specified in this MOA. All appropriate documentation with authorized signatures shall be attached to the invoice.
- d. If spending falls below projection by the end of the third quarter, June 30, 2012, the Project Manager will meet with designated Tribal staff to create a written spending plan. If the Tribe is unable to spend the grant funds as projected, the spending plan shall be submitted to the SPIPA CFO for discussion and action prior to the end of the grant year with the objective of avoiding a loss of funding and services to Tribal members.
- e. The maximum amount of funding provided to the Tribe is subject to modification by SPIPA if the grant funding levels are modified by the Grantor. SPIPA is required to notify the Tribe of any reduction in or addition to funding within ten days of receipt of notification from the grantor. SPIPA shall actively engage the Tribe in the budget revision process.

6. Employee Information.

It is the intent of this MOA to clarify the roles of the Tribe and SPIPA with respect to employees under the above-referenced grant.

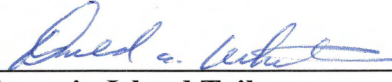
Therefore, Tribal employees hired pursuant to this MOA and located at the Tribal site shall be subject to the following:

- a. Supervision: Such employees shall be assigned a tribal supervisor at the Tribal location. SPIPA shall work closely with the employee's supervisor for administration of and compliance with the grant.
- b. Personnel Policies & Procedures: Such employees shall follow the personnel manual, policies and procedures of the Tribe. This includes processes and authority for discipline and termination. The employee shall also follow the Tribe's holiday schedule, work schedule and leave accrual procedures.
- c. Employee Legal Actions: Any and all consequences for any legal action brought by the employee shall be borne by the Tribe.
- d. Benefits: The employee shall be provided with the Tribe's benefit package unless the Tribe specifically requests that the employee receive SPIPA's benefit package. The SPIPA benefit package only refers to medical/dental/vision/life insurance and retirement. It is recognized that there may be differences in the benefit packages of each party. If the employee receives the SPIPA benefit package, SPIPA shall provide the covered employee with an orientation to assist them in understanding and effectively utilizing the benefits.
- e. Employee Personnel Activities: SPIPA shall not reimburse the Tribe for indirect or administrative costs incurred by the Tribe for the administration of *employee personnel activities*.
- f. Hiring: The Tribe shall conduct the hiring process through its Tribal Human Resources/Personnel Department.

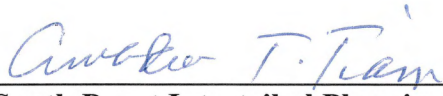
- g. Payroll Processing: The Tribe shall process the employee's payroll directly and bill SPIPA for reimbursement at least one time each calendar quarter.

DATED this 22nd day of March, 2012.

Authorized Signatories:



Squaxin Island Tribe Date
Don Whitener, Tribal Administrator



South Puget Intertribal Planning Agency Date
Amadeo Tiam, Executive Director