



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 12-20

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 (MOA), the purpose of this MOA is as follows:

1. To identify the mutually agreed upon roles and responsibilities for both parties in implementing the SPIPA Intertribal TANF Program (hereinafter "SITP") as delineated in the SPIPA Federal TANF Plan (TFAP); and
2. To ensure compliance by both parties with the applicable laws, rules, policies, regulations agreements, contracts, and circulars pertaining to the SITP;
3. To achieve the SITP goals as outlined in the TFAP on behalf of the TRIBE; and
4. To provide the TRIBE with operational authority to the extent allowed by the TFAP and other applicable laws, rules and policies and provide program flexibility in serving eligible Squaxin Island Tribal community members as defined in the approved TFAP; and

5. To work towards developing a process for information sharing between the SITP sites regarding new and existing TANF cases involving Squaxin Island Tribal community members.


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

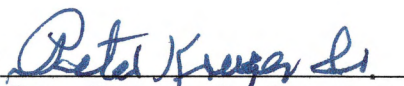
NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribal Council approves the Memorandum of Agreement made by and between the Squaxin Island Tribe (“Tribe”), and South Puget Intertribal Planning Agency (“SPIPA”), an inter-tribal governmental agency located on the Squaxin Island Reservation and formed 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

The parties to this Memorandum of Agreement (MOA) are the Squaxin Island Indian Tribe (hereinafter “**TRIBE**”) and the South Puget Intertribal Planning Agency (hereinafter “**SPIPA**”).

The purpose of this MOA is as follows:

1. To identify the mutually agreed upon roles and responsibilities for both parties in implementing the SPIPA Intertribal TANF Program (hereinafter “**SITP**”) as delineated in the SPIPA Federal TANF Plan (TFAP); and
2. To ensure compliance by both parties with the applicable laws, rules, policies, regulations agreements, contracts, and circulars pertaining to the SITP;
3. To achieve the SITP goals as outlined in the TFAP on behalf of the TRIBE; and
4. To provide the TRIBE with operational authority to the extent allowed by the TFAP and other applicable laws, rules and policies and provide program flexibility in serving eligible Squaxin Island Tribal community members as defined in the approved TFAP; and
5. To work towards developing a process for information sharing between the SITP sites regarding new and existing TANF cases involving Squaxin Island Tribal community members.

I. Description of Program

A. Program: SPIPA Intertribal TANF Program

1. Funding Source:
 - a. Federal Grant Award Nos. G-12QOWATANF and G-13QOWATANF
 - b. State of Washington DSHS Contract 1062-16655.
2. Program Period: Federal Grant Funding 10/1/11 to 9/30/13; State Grant Funding 9/1/11 to 8/31/13.

B. Program Goals:

- a. Assist needy families eligible under SITP rules and policies. (Measured by work participation rates.)

- b. Promote self-sufficient families through jobs, education and training. (Measured by number of participants in subsidized employment, number of families leaving TANF due to earnings, and number of participants engaged in WEX and educational programs.)
- c. Prevent and reduce out-of-wedlock pregnancies. (Measured by the number of people who participate in prevention of out-of-wedlock activities.)
- d. Encourage formation and maintenance of two-parent families. (Measured by the number of people who participate in maintenance and formulation of two-parent family activities.)

C. Service Populations and Area:

The TRIBE'S service population and service area covered by this program are as described in the TFAP.

II. Responsibilities of Parties

A. SITP Budget Responsibilities:

- 1. The TRIBE shall:
 - a. Develop and submit a Squaxin Island site SITP budget plan 60 days prior to the beginning of the annual budget period (October 1 – September 30); and
 - b. Provide a narrative description of planned budget expenditures for projects, activities and using the Event/Activity Proposal incorporated herewith as Exhibit B.
- 2. SPIPA shall:
 - a. Review the Squaxin Island site SITP budget for compliance with Federal and State agreements, contracts, laws, rules, policies, circulars and regulations 30 days in advance of the annual budget period; and
 - b. Remit expenditure/budget reports to the TRIBE on a monthly basis or as requested.
 - c. Notify the TRIBE of any and/or all negotiations, formal rulemaking, legislative action, etc. related to TANF and encourage Tribal participation.

B. Program Expenditures

- 1. The TRIBE shall:
 - a. Provide SPIPA with a list of authorized signature(s) for check requests, purchase orders and time sheets with the employee's full printed name, job title and signature for verification purposes; and

- b. Provide SPIPA with purchase/check requests for vendors and employee reimbursements according to SPIPA'S accounts payable schedule and provide any other documents requested by the SPIPA for audit or review purposes in a timely manner; and
- c. Provide SPIPA with timesheets for Tribal employees paid through SPIPA payroll and submit them according the SPIPA payroll schedule.
- d. Ensure Squaxin Island site SITP expenditures are allowable, reasonable and necessary for the performance of the program under applicable OMB circulars and that costs allocated to the program are consistent with the benefit received from the program.
- e. Ensure inventory of "small and attractive" items purchased with Squaxin Island site SITP funds is reconciled annually with SPIPA procurement records, (including communication equipment, photographic equipment, computers, printers and IT equipment and other items costing \$250 or more such as appliances and/or tools).
- f. Ensure equipment purchased with Squaxin Island site SITP funds is compatible for integration with SITP technology, for example TAS software, smartphones, etc.

2. SPIPA shall:

- a. Issue vendor check requests and purchase orders to the TRIBE through the regular SPIPA accounts payable process; and
- b. Implement a system of expenditure processing which ensures efficient distribution of documents for purchase order and check production and distribution; and
- c. Issue paychecks to Tribal employees paid through SPIPA payroll and manage employee fringe benefits through the TRIBE'S Human Resources Department.
- d. Apply its current federally approved indirect cost rate to expenditures of the TRIBE during the term of the Agreement.

C. Regulatory Compliance:

A sub-recipient relationship is created by this MOA between the TRIBE and SPIPA. As a sub-recipient, the TRIBE agrees to allow any and all audit examination of its program files, records, and accounting documents as required in OMB Circular A-133. The TRIBE shall submit to such audit examination within the required timelines for completion of the audit. Further, the TRIBE shall allow and comply with any and all sub-recipient monitoring by SPIPA as directed in OMB Circular A-133.

1. The TRIBE shall:

- a. Require that Tribal TANF employees attend periodic trainings offered by and paid for by SPIPA regarding SITP regulatory issues and program practice issues; and
 - b. Require that the Squaxin Island Site Tribal TANF Site Manager attend the monthly SITP Site Manager's meeting; and
 - c. Ensure TRIBE's appointed representative participate in periodic reviews of and updates to the TFAP and SITP policies and procedures; and
 - d. Operate the Squaxin Island site SITP in compliance with all applicable federal and state agreements, contracts, laws, rules; policies, circulars and regulations regarding TANF; and
 - e. Be solely responsible for any financial liability as determined by independent auditors and verified by state and/or federal agencies that is a direct result of the TRIBE'S failure to comply with federal and state TANF agreements, contracts, laws, policies, rules or regulations.
2. SPIPA shall:
- a. Provide on-going training on relevant regulatory and program practice issues at SPIPA expense; and
 - b. Provide periodic monitoring reviews; and
 - c. Provide technical assistance in determining qualified expenditures; and
 - d. Refer all eligible applicants within the Squaxin Island service area are referred to the Squaxin Island site SITP for services; and
 - e. Support a collaborative effort among SITP sites to avoid and/or address "conflicts of interests" issues when serving SITP staff's family members; and
 - f. Conduct an annual independent audit in a timely manner as prescribed by granting and regulatory agencies; and
 - g. Submit timely reports as required by applicable agreements, laws, regulations and policies; and
 - h. Direct periodic reviews of the TFAP Plan and the Policies and Procedures Manual and submit updates for approval to the appropriate regulatory entities; and
 - i. Provide written notice of corrective actions necessary to maintain compliance with this MOA or any applicable Federal and State contracts, agreements, laws, rules, policies, circulars and regulations to the designated authority of the TRIBE, as provided in paragraph II.E. of this document, giving sixty (60) days to complete the remediation before further action is taken to reduce, terminate or suspend the TRIBE'S SITP; and

- j. Maintain authority to withhold TANF funding under this MOA for cause; and
- k. Maintain authority to reduce, terminate or suspend TRIBE'S SITP funding if the TRIBE fails to comply with the terms of this MOA or any applicable Federal and State contracts, agreements, laws, rules, policies, circulars and regulations related to TANF; and
- l. Before proceeding with withholding, reducing, terminating or suspending, SPIPA must notify the TRIBE, in writing, of the compliance issue and give the TRIBE sixty (60) days to cure any non-compliance issues.

D. Tribal Staff

The parties shall abide by the terms of the Employee Status and Payroll Correction form, attached and incorporated herein as Exhibit A.

1. The TRIBE shall:
 - a. Report any changes in Squaxin Island site SITP staff members to SPIPA; and
 - b. Allocate Tribal staff resources to support the program, including hiring, orienting and training Tribal staff as needed; and
 - c. Orient and inform Tribal staff paid directly by SPIPA regarding the elements included in Exhibit A; and
 - d. Provide a Tribal representative to supervise Tribal program staff in completing the program activities and goals; and
2. The SPIPA shall:
 - a. Identify a key SPIPA contact person to work as a liaison between the TRIBE and the SPIPA; and
 - b. Work with Tribal staff to develop a process and/or protocol for making timely edits, deletions and corrections to TANF client files using the program information technology systems.

E. Designated Authorities

1. The Squaxin Island Tribal Administrator or his/her designee shall act as the designated authority on behalf of the TRIBE to make operational decisions pertaining to this MOA.
2. The SPIPA Executive Director, or his/her designee, shall act as the designated authority on behalf of the SPIPA to make operations decisions pertaining to this MOA.

F. Modification, Termination or Extension of MOA

The parties may modify, terminate, or extend this MOA by express mutual agreement of the SPIPA Board of Directors and the governing body of the TRIBE or its appointees.

III. Dispute Resolution

- A. In the event questions or concerns arise regarding the interpretation or compliance with this MOA. The TRIBE and SPIPA shall attempt to resolve the matter through the use of facilitated meetings and/or conference intended to provide a forum for resolution.
- B. Should facilitated meetings or conferences be unsuccessful in resolving the matter, the TRIBE and SPIPA agree to the following dispute resolution process,
1. The TRIBE and SPIPA shall submit the matter to a dispute resolution panel.
 2. The dispute resolution panel shall be comprised of three individuals. The TRIBE and SPIPA shall each choose one individual with experience as a mediator to serve on the panel. The TRIBE and SPIPA shall also mutually agree on one individual with experience as a mediator to serve as the third person on the panel.
 3. The parties will endeavor to convene the dispute resolution panel in good faith and in a timely manner.
 4. The parties shall share equally the expenses and costs of submitting a matter to a dispute resolution panel.
 5. The decision of the dispute resolution panel shall be reported in writing to both parties.
 6. The decision of the dispute resolution panel shall be final and binding on the parties.

IV. Certification

By signing below, the TRIBE's designated representative does hereby certify that the TRIBE shall:

- A. Not use TANF funding to supplant any existing programs administered by the TRIBE;
- B. Operate the Squaxin Island site SITP in accordance with the SPIPA'S approved TFAP;
- C. Operate pursuant to and abide by the approved TFAP Plan and SITP Policies and Procedures Manual;
- D. Comply with all applicable Federal and State TANF laws, regulations, agreements, policies and circulars, including but not limited to: State of Washington/SPIPA TANF Intergovernmental Agreement, State of Washington/SPIPA Data Share Agreement, OMB Circulars A-87, A-110, A-122 and A-133; and

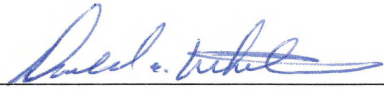
- E. Safeguard confidentiality in access to data collected from the TANF Program including, but not limited to, the TAS database and reporting software.

This Memorandum of Agreement shall be effective through the term of the grant funds, ending September 30, 2013, unless expressly modified, terminated or extended pursuant to mutual agreement of the parties.

SIGNATURES:

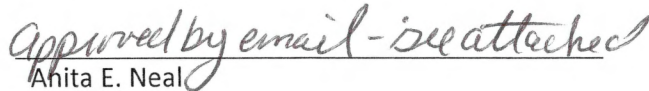


Amadeo T. Tiam
SPIPA Executive Director
DATE: 3/19/12

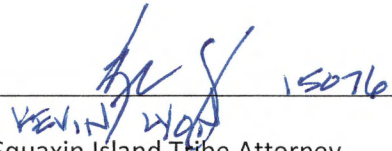


Don Whitener, Tribal Administrator
Squaxin Island Tribe
DATE: _____

Reviewed by:



Anita E. Neal
SPIPA Attorney



KEVIN WOOD
Squaxin Island Tribe Attorney

Sandy Getty

Subject: FW: Squaxin MOA

From: anitaeneal@comcast.net [<mailto:anitaeneal@comcast.net>]

Sent: Monday, March 19, 2012 3:30 PM

To: Sandy Getty

Subject: Re: Squaxin MOA

Hi Sandy:

I reviewed and revised this MOA several months ago and took another look at it today. I will approve it.

Thanks,

Anita

*Neal & Neal LLC
Attorneys at Law
112 E. 4th Avenue, Suite 200
Olympia, WA 98501
360-754-1104
360-754-1465 FAX*

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From: "Sandy Getty" <getty@spipa.org>

To: anitaeneal@comcast.net

Sent: Monday, March 19, 2012 2:06:02 PM

Subject: Squaxin MOA

Hi Anita,

Can you finalize your review of the Squaxin Island MOA? They are planning to take it to their Tribal Council Thursday. Could you look it over and email me your approval ASAP so I can forward the original documents to them?

Thanks

Sandy Getty