



SQUAXIN ISLAND LEGAL DEPARTMENT

RESOLUTION NO. 12- 24

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 Understanding, the purpose of this Memorandum of Understanding is to set forth the respective duties and responsibilities of the Squaxin Island Tribe and South Puget Intertribal Planning Agency regarding administration, compliance and service delivery of the Planning and Implementing an Intertribal IV-E Consortium.

WHEREAS, the Parties have negotiated a Memorandum of Understanding, attached.

NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribal Council approves the Memorandum of Understanding 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.

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 Understanding;

CERTIFICATION

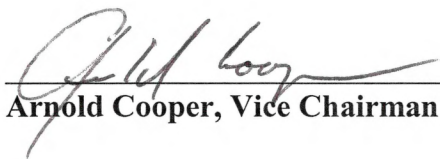
The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on April 12, 2012, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.



David Lopeman, Chairman

Attested by: 

Peter Kruger, Sr., Secretary



Arnold Cooper, Vice Chairman

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SQUAXIN ISLAND TRIBE
AND
SOUTH PUGET INTERTRIBAL PLANNING AGENCY
FOR PLANNING AND IMPLEMENTING AN
INTERTRIBAL IV-E CONSORTIUM**

Introduction

This Memorandum of Understanding (MOU) is entered into between the Squaxin Island Tribe (SIT) and the South Puget Intertribal Planning Agency (SPIPA). SPIPA applied to the United States Department of Health and Human Services for a two year planning grant to develop an intertribal Consortium to qualify for federal reimbursement as a Title IV-E program. The grant has been awarded to SPIPA and the parties are beginning the planning process for developing a IV-E compliant program.

The purpose of this MOU is to clarify and define the basic principles that will guide the two year planning process. SIT's participation in the planning process is based on the terms set forth in this MOU. A subsequent MOU will address the parties' further relationship, if a IV-E Consortium program is implemented. However, the principles informing any follow through MOU will, at a minimum, be based upon the principles set forth in this MOU, unless waived by SIT.

Authority of the Parties Not Ceded

The parties recognize that federal IV-E reimbursement is provided to entities that provide case management services for youth in need of care, including foster care placement costs and administrative expenses. Legal authority to declare a tribal youth to be in need of care, to remove that youth from the parents' custody, and to place that youth in relative care, foster care, guardianship or adoption, is based on the sovereign powers of the Tribe. The parties recognize that SPIPA cannot exercise those tribal governmental powers over individuals subject to Squaxin Island jurisdiction. However, it may through agreement with the state of Washington, be able to exercise case management authority over, or provide reimbursable services to, Indian youth not subject to SIT tribal jurisdiction. SPIPA may also provide reimbursable administrative support to SIT. Therefore, the legal basis for the development of a IV-E Consortium program relies on a foundation of tribal sovereignty that SIT will retain.

By participating in the IV-E planning effort, SIT does not intend to delegate any tribal governmental authority over youth in need of care cases to SPIPA. SPIPA recognizes that, by providing a coordinating role for the Consortium, it is not exercising any of the legal powers of SIT over youth who are subject to SIT's jurisdiction. The parties also

recognize that other tribes participating in the planning process or SPIPA, may assert a claim to exercise concurrent jurisdiction over individual youth in need of care. In those cases, waiver of jurisdiction or authority by any other entity exercising or asserting concurrent jurisdiction will not be interpreted to constitute a waiver of SIT's powers.

Principles

The parties agree that the following principles will guide the planning process.

1. SIT will retain operational functions.

Decisions regarding youth in need of care who are subject to SIT jurisdiction will be made by SIT. The decision to initiate youth in need of care cases for these youth, case planning and management, and decisions regarding placements will be the sole prerogative of SIT. SPIPA will not exercise any oversight or review authority over these decisions.

SPIPA will support tribal decision-making by developing the Consortium's data collection and reporting systems. The planning process will identify and define program support functions such as financial reimbursement, claims management and foster care support payments that may be delegated to SPIPA. SPIPA acknowledges that its primary role in the Consortium will be to serve as a claims processor for federal reimbursement to the participating Tribes.

2. The determination of tribal program needs and the organizational structure to address those needs will be made by SIT.

SIT retains sole authority to determine budget, staffing levels, job descriptions and other operational details for its child welfare program. This authority includes decisions on how to commit planning funds that are passed through to SIT. Operational functions currently provided by SPIPA that will be supported with IV-E funding will be transferred to SIT, if so requested, as part of the IV-E program implementation process.

3. Oversight of tribal programs will remain with the Tribal Council and tribal management.

As the governing body of the Squaxin Island Tribe, the Tribal Council retains final oversight authority over the Tribe's child welfare program. This oversight may be delegated to tribal management. Any IV-E program review of SIT's child welfare program will be conducted between SIT and federal representatives.

The parties recognize that, by participating in the IV-E planning effort, SIT does not authorize SPIPA to exercise any oversight or management authority over the SIT child welfare program.

4. Financial Management and Liability Risks.

The parties acknowledge that the IV-E program is based upon a cost reimbursement model and that there are financial risks to planning and implementing a IV-E program. The parties agree that, by participating in the IV-E planning effort, SIT does not assume any liability for costs or charges incurred by SPIPA during the planning process and will not be responsible for any paybacks of planning grant monies, if the planning effort does not result in the successful implementation of a IV-E program. SIT commits to participating in good faith in the planning effort so as not to impede successful completion of the planning process.

SIT's Limited Commitment

This MOU does not commit SIT to participate in any IV-E Consortium that may result from the planning effort. SIT reserves the right to decide whether it will participate in the Consortium, once the Consortium framework is developed and the details of program operation are more fully defined. During the planning process, the parties will negotiate and agree upon a date when a decision to participate in the Consortium will need to be made. SIT reserves the right to not participate in implementation of the IV-E Consortium at the end of the planning period without liability or penalty for this decision.

Limits on Participation in the Consortium

If SIT decides to participate in the IV-E Consortium, the parties agree on the following terms as minimum conditions for SIT's initial and continued participation in the Consortium.

1. Strict financial reporting, accounting and reimbursement procedures will need to be developed, prior to implementation, to ensure prompt payment of costs SIT incurs through participation in the Consortium, and to apportion the risks of federal claim denials.
2. All data and other information collected by SIT that is shared as part of the IV-E program are the sole property of SIT and SIT reserves the right to determine when such information will be released to third parties and where that information will be housed. In the event of termination of SIT's participation in the Consortium, SPIPA agrees that all the IV-E data in its possession at that time that belongs to SIT will be promptly returned to SIT. SPIPA agrees that the shared information and data are confidential and shall not be disclosed to any third party without the prior written approval of SIT.
3. The parties agree that, if SIT decides to participate in the IV-E Consortium, it will review its commitment to participate on a yearly basis. If SIT decides, after review, that it will withdraw from further participation in the IV-E Consortium, the parties agree it may do so at the end of the fiscal year without any liability or penalty for this decision. The parties agree that, during the planning process, more detailed provisions will be developed to address this right to terminate.

The Planning Process

The parties agree to create a Steering Committee to oversee the planning and implementation process. The Steering Committee will include a member for each entity participating in the planning effort. These representatives will be selected by each party and serve for a period of one year. At the end of the year the representative may be reappointed, or a new representative selected by the participating party. In the case of a representative's early resignation or inability to participate, the participating party may appoint a new representative to serve out the remainder of the term.

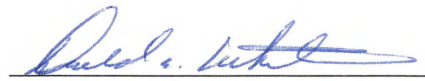
The Steering Committee will meet monthly to provide direction and advice to the SPIPA staff responsible for the planning process. The SPIPA staff responsible for carrying out the IV-E planning grant will report to the Steering Committee on grant activities and solicit its advice.

SPIPA will inform SIT of all training, consultation and other activities that support the planning process.

Date: 4-23-12


Amadeo Tiam
South Puget Intertribal Planning Agency

Date: 4-23-12


Don Whitener
Squaxin Island Tribe