

**INTERGOVERNMENTAL
AGREEMENT BETWEEN**

Suquamish Indian Tribe of the Port Madison

Reservation AND

Kitsap County

July 2024

THIS AGREEMENT is made and entered into by and between the Suquamish Indian Tribe of the Port Madison Reservation (Suquamish Tribe) a federally recognized Indian Tribe, and **OLYMPIC CONSORTIUM, through Kitsap County, its administrative entity**, with its principal offices at 614 Division Street, Port Orchard, Washington 98366, hereinafter "**CONSORTIUM.**"

IT IS THE PURPOSE OF THIS AGREEMENT that the Suquamish Tribe assist the Consortium with outreach and prioritize recruitment of participants from members of the Suquamish community, as well as individuals from Black, Latine, and tribal populations, for the State Economic Security for All (EcSA) and Community Reinvestment Funds (CRF) program.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

- The Suquamish Tribe shall develop and implement outreach plans to engage qualified members of the Suquamish community and Black, Latine, and tribal populations.
- The Suquamish Tribe shall organize and host informational sessions at cultural and other events to promote outreach of State EcSA and CRF programs.
- In collaboration with WorkSource Kitsap staff, the Suquamish Tribe shall develop culturally relevant and effective communication and engagement materials.
- The Suquamish Tribe shall identify and refer qualified individuals from the Suquamish community, as well as Black, Latine, and tribal populations, to WorkSource Kitsap staff for the State EcSA and CRF programs.
- The Suquamish Tribe shall promote EcSA and CRF programs to Tribal communities throughout the Olympic Consortium's three-county region: Clallam, Jefferson, and Kitsap Counties.
- The Suquamish Tribe shall submit quarterly narrative reports to the Consortium. These reports will detail outreach and recruitment activities, challenges encountered, and the number of referrals made to WorkSource Kitsap.

PERIOD OF PERFORMANCE

This Agreement shall commence on July 1, 2024, and continue through June 30, 2025, unless terminated sooner or extended by mutual agreement of the parties, as provided herein.

CONTRIBUTION OF FUNDS

The parties have determined that the cost of accomplishing the work herein will not exceed \$25,000.

RESPONSIBILITIES OF THE PARTIES

- The Suquamish Tribe shall provide the necessary resources and support to carry out the outreach and recruitment activities.
- The Consortium shall collaborate with the Suquamish Tribe to ensure alignment with community needs and program goals.
- Each party shall designate a representative to oversee and coordinate the implementation of this Agreement.

▪ **KITSAP COUNTY:**

- **Communication:** Alissa Durkin, Program Supervisor, adurkin@kitsap.gov
- **Billing:** Alissa Durkin, Program Supervisor, adurkin@kitsap.gov

▪ **SUQUAMISH TRIBE:**

- **Communication:** Brittany Bakken, 477 Yusawiac Program Director, bbakken@suquamish.nsn.us
- **Billing:** Brittany Bakken, 477 Yusawiac Program Director, bbakken@suquamish.nsn.us

BILLING PROCEDURES

Payments made to Suquamish Tribe pursuant to this Agreement will be made after the Tribe submits an invoice form by the twentieth (20) calendar day after the end of the prior month. Alternatively, the total contribution of funds may be disbursed in full as an upfront payment.

The Consortium will make payments within thirty (30) days of receiving the invoice(s) to ensure that the activities or goods to be provided meet the specifications described in this Agreement.

All payments to be made by the Consortium under this Agreement shall be made to: Suquamish Indian Tribe of the Port Madison Reservation, City of Suquamish, County of Kitsap, state of Washington.

The Agreement shall not exceed the total amount indicated within the agreement.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement shall not be changed, modified, or amended except by the express and unanimous written agreement of all parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, will not be assignable or delegable by any party in whole or in part, without the express prior written consent of all other parties, which consent will not be unreasonably withheld.

DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiations, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a dispute hearing, a Dispute Resolution Board, or arbitration.

LIMITED WAIVER OF SOVEREIGN IMMUNITY

Each party hereby expressly grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party relating to, or arising under, this Agreement. Any such suit shall be brought and maintained in the United States District Court for the Western District of Washington at Seattle; provided, however, that if for any reason that court lacks jurisdiction over the matter, the suit may be heard in the Tribal Court or in the District or Superior Court of the State of Washington for Kitsap County.

INDEPENDENT CAPACITY

The employees or agents of any party engaged in the performance of this Agreement will continue to be employees or agents of that party and will not be considered for any purpose to be employees or agents of the other party.

RECORDS MAINTENANCE

Documentation Requirement: Both parties agree to maintain accurate and detailed records related to outreach and recruitment activities conducted under this Agreement. These records shall include, but not be limited to, individual demographics, outreach methods used, outcomes achieved, and any challenges encountered.

Retention Period: Records shall be retained by each party for a minimum of three (3) years following the completion of the outreach and recruitment activities, or as required by applicable laws and regulations.

Access and Review: Each party shall permit the other party and designated representatives, upon reasonable notice and during normal business hours, to inspect, review, and copy any records relevant to the outreach and recruitment activities covered by this Agreement.

Transfer of Records: Upon termination or expiration of this Agreement, each party shall transfer relevant records to the other party as requested, ensuring continuity of documentation for future reference or audits.

Amendment and Notification: Any changes or amendments to this records maintenance clause shall be mutually agreed upon in writing by both parties and incorporated into this Agreement. Each party agrees to promptly notify the other party of any changes that may affect record-keeping obligations.

SEVERABILITY

If any term or provision of this Agreement conflicts with or violates any local, state, or federal statute or law, it is considered modified to conform to that statute or law.

TERMINATION

Failure to Perform: This Agreement may be terminated, in whole or in part without limiting remedies, by either party to this Agreement if the other party materially fails to perform in accordance with this Agreement. In this event, the aggrieved party shall deliver ten (10) working days advance written notification to the other party specifying the performance failure and the intent to terminate.

Without cause: Either party to this Agreement may elect to terminate the Agreement without cause by delivering a thirty (30) day written notification of intent to terminate to the other party.

Funding: The Consortium may unilaterally terminate or negotiate modification of this Agreement at any time if its federal, or state grants are suspended, reduced, or terminated before or during the Agreement period, or if federal, or state grant terms and regulations change significantly. In the event of an Agreement termination initiated by either party for whatever reason, the Suquamish Tribe is only entitled to costs incurred prior to the time of Agreement termination.

WAIVER

A failure by either party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the parties hereto.

COUNTERPARTS

This Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the Parties, through the exchange by facsimile or other electronic means of duty-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WARRANTY OF AUTHORITY

Each person or Party subscribing to this Agreement expressly warrants that it has full authority to do so.

This Agreement is effective July 1, 2024

**FOR THE CONSORTIUM
KITSAP COUNTY BOARD OF
COMMISSIONERS, Its Administrative
Entity**


KATHERINE T. WALTERS, Chair


CHRISTINE ROLFES, Commissioner


CHARLOTTE GARRIDO, Commissioner


9/23/24
DATE

ATTEST

Dana Daniels, Clerk of the Board



SUQUAMISH TRIBE:

DocuSigned by:

F19A5D9A5D7A4A4...

Leonard Forsman, Chairman

I attest that I have the authority to sign
this contract on behalf of Suquamish
Indian Tribe of the Port Madison
Reservation.

09/05/2024

DATE

Line Item	Current Budget
Outreach activities	25,000
Total	\$25,000



SUQUAMISH INDIAN TRIBE OF THE PORT MADISON RESERVATION

Unique Entity ID DJYSH2AJVUX5	CAGE / NCAGE 44JL4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jul 22, 2025	
Physical Address 18490 Suquamish WAY NE Suquamish, Washington 98392-9532 United States	Mailing Address P.O. Box 498 Suquamish, Washington 98392-0498 United States	

Business Information

Doing Business as (blank)	Division Name Suquamish Indian Tribe Of The Port Madison Reservation	Division Number (blank)
Congressional District Washington 06	State / Country of Incorporation (blank) / (blank)	URL www.suquamish.nsn.us

Registration Dates

Activation Date Jul 24, 2024	Submission Date Jul 22, 2024	Initial Registration Date Sep 9, 2005
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Entity Dates

Entity Start Date Jul 2, 1965	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?
No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:
Yes

Entity Types

Business Types

Entity Structure Other	Entity Type Tribal Government	Organization Factors (blank)
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Profit Structure
(blank)

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

Tribal Government

Other Government Entities

Housing Authorities Public/Tribal

Council of Governments

Federally Recognized Native American Entity

Indian Tribe (Federally Recognized)

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
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CAGE Code
44JL4

Points of Contact

Electronic Business

⌘
Catherine Edwards, Executive Director

18490 Suquamish WAY NE
PO Box 498
Suquamish, Washington 98392
United States

Annise Smaus

18490 Suquamish WAY
Suquamish, Washington 98392
United States

Government Business

⌘
Angela Flemming, Development Manager

PO Box 498
Suquamish, Washington 98392
United States

Logan Green, Director

18490 Suquamish WAY
Suquamish, Washington 98392
United States

Past Performance

⌘
Sara Cole

P.O. Box 767
Suquamish, Washington 98392
United States

Service Classifications

NAICS Codes

Primary
Yes

NAICS Codes
921150
813211

NAICS Title
American Indian And Alaska Native Tribal Governments
Grantmaking Foundations

Disaster Response

This entity does not appear in the disaster response registry.