



QUILEUTE TRIBAL COUNCIL



POST OFFICE BOX 279
LA PUSH, WASHINGTON 98350-0279
TELEPHONE (360) 374-6163
FAX (360) 374-6311

14000

2024
Year

2620
Program

ACTION OF THE QUILEUTE TRIBAL COUNCIL FROM: SECRETARY, QUILEUTE TRIBAL COUNCIL

Date of Meeting: 7/10/24

[Signature]
Ex. Director Initials

Approve and sign agreement between Washington State Department of Commerce and the Quileute Tribe providing an additional \$74,500 in funds for the LIHEAP program.

Moved By: Vice-Chairman Treasurer Secretary Member
Second By: Vice-Chairman Treasurer Secretary Member
Chairman:

Vote: FOR 3 AGAINST 0 ABSTAIN 0

[Signature]
Secretary



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • 360-725-4000
www.commerce.wa.gov

Low Income Home Energy Assistance Program (LIHEAP) Agreement

Between

Quileute Tribe

90 Main Street
P.O. Box 279
La Push, WA 98350

(360) 374-0336

Brittany Hutton

qdhs.director@quileutetribe.org

<https://quileutenation.org/>

And

Washington State Department of Commerce

1011 Plum Street SE
P.O. Box 42525
Olympia, WA 98504

(360) 725-2862

Brian Sarensen

brian.sarensen@commerce.wa.gov

<https://www.commerce.wa.gov/>

1. Purpose

Title XXVI of the Omnibus Budget Reconciliation Act of 1981 states under section 2604(d) (2) of the LIHEAP statute provides that the LIHEAP allocations of reservation-based Native American Tribes applying for direct federal LIHEAP funding are to be based on the ratio of the number of eligible Native American households living within a state on the Tribe's reservation or adjacent trust land, to the total number of eligible households in the state, with the resulting percentage multiplied by the state's gross LIHEAP allocation—or on a larger amount agreed on by the Tribe and the State.

The Washington State Department of Commerce (Commerce) agrees to apply to the United States Department of Health and Human Services (HHS), for LIHEAP funds allocated to the State of Washington.

The Quileute Tribe agrees to deliver LIHEAP services in its service area.

2. Length of Agreement

We intend the agreement to be reviewed every three years. If the agreement cannot be reviewed in this time period, the agreement will remain in effect. The agreement can be extended or renegotiated at any time with consent of both parties.

3. Service Territory

The Quileute Tribe shall provide benefits to:

- All eligible Native American households residing on the Quileute reservation in Clallam County.
- All eligible Quileute Tribal households residing in Forks, Washington.

For purposes of LIHEAP, a Native American household is one in which a member is Native American. A Quileute Tribal household is one in which a Quileute Tribal member resides. Tribal members may seek services from a non-Tribal LIHEAP servicer when the household has moved outside of the Tribe's geographical service area, if the household is closer to a non-Tribal LIHEAP provider and chooses to be served closer to home, or if the Quileute Tribe runs out of LIHEAP funds.

4. Funding Allocation

The Quileute Tribe will receive \$74,520 from the US Department of Health and Human Services for each fiscal year of this agreement. The total Tribal distribution is based on a percentage of households with income at or below 150% of the Federal Poverty Guidelines.

5. Data sovereignty, data sharing and non-duplication of payments

The Quileute Tribe and Commerce will take the necessary steps to prevent duplicate payments to eligible households. The Quileute Tribe and Commerce will identify procedures to prevent duplicate payments to eligible households and will identify procedures to prevent duplicate payments in the separate funding plans serving separate geographic areas. In order for Commerce and the Quileute Tribe to prevent duplicate payments, the following is agreed to when necessary.

- A. Name and social security number of household members.

B. Amount of assistance received in the case of persons moving on or off Tribal service territory.

Referral of applicant households will be made by the Quileute Tribe and Commerce when appropriate.

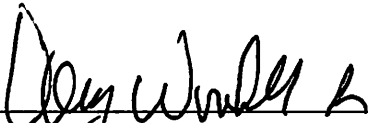
6. Hold Harmless

The Quileute Tribe holds Commerce harmless for any violations of federal regulations by the Quileute Tribe. The Quileute Tribe further holds Commerce harmless for any audit exceptions of the Quileute Tribe's administration of LIHEAP. The Quileute Tribe further holds Commerce harmless for any liability, loss, or damage that may be suffered directly or indirectly by any third party as the result of any claims, demands, or actions arising from the performance of this agreement by the Quileute Tribe.

7. Sovereign Immunity

Nothing whatsoever in this Agreement constitutes or shall be construed as a waiver of the Indian Nation's sovereign immunity.

Quileute Tribe




Signature

7-10-24
Date



Position Title

Commerce

DocuSigned by:


6A85C9B618494EF...
Signature

8/5/2024 | 10:26 AM PDT
Date

Assistant Director, Commerce

Position Title

|

|