

State File

MEMORANDUM OF AGREEMENT

BETWEEN: **Statewide Self Reliance Programs
Bureau of Benefit Program Operations
Low-Income Home Energy Assistance Program**

AND: **Coeur d'Alene Tribe**

This Memorandum of Agreement is between the State of Idaho, Department of Health and Welfare, hereinafter referred to as the STATE and the Coeur d'Alene Tribe, hereinafter referred to as to as the TRIBE.

The purpose of the Agreement between the STATE and the TRIBE is to implement Section 2604(d) of the Low Income Home Energy Assistance Act, Title XXVI of the omnibus Budget Reconciliation Act of 1981, as amended (42 USC 8623(d), which allows for the direct funding of Indian Tribes within a state and calculation of Tribal LIHEAP allocations based on STATE-TRIBE agreement. This agreement is conditioned on approval by the United States Secretary of Health and Human Services and is effective until further notice from or by either of the parties.

AGREEMENT ATTACHMENT:

The 1990 Decennial Census Special Tabulation Estimates of Tribal and State total households with incomes at or below the greater of 150% of the poverty level or 60% of the State Median Income Level.

ALLOCATION FORMULA:

Based upon the 1990 Decennial Census Estimates of the Tribal and State Households Eligible for LIHEAP, the direct allocation to the TRIBE will be .3025% of Idaho's federal LIHEAP allocation; that is a factor of .003025.

The funding allocation is based on the number of American Indian households Eligible for LIHEAP benefits in the Tribes service area and the service population (113), as identified in the 1990 Decennial Census Estimates, multiplied by a factor of two and one-quarter (2.25).

$$2.25 \times 113 = 254$$

The resulting number is divided by the number of all eligible households in the State (84,047) to determine the percentage of statewide funding to be allocated to The TRIBE.

$254 - 84,047 = 003025$; that is .3025 percent

Thus, the TRIBE's allocation will be .0325 percent (that is, a factor of .003025) of the State's federal LIHEAP allocation.

In the event that appropriate data for Census 2000 is published, the Tribe's allocation may be adjusted accordingly, effective with the commencement of the next program year.

CONDITIONS OF AGREEMENT:

The allocation will be used to provide energy assistance to eligible American Indian households residing on the Coeur d'Alene Reservation. For the purposes of this agreement, American Indian households residing on the Coeur d'Alene Indian Reservation in which the householder or spouse is a member of a federally Recognized Indian Tribe.

To be eligible for LIHEAP benefits, the household's income must be no than greater of 150% of poverty or 60% of the State Median Income.

The TRIBE and the STATE will share of information on households served and benefits paid within the service area. Information will be exchanged on a weekly basis each Monday. The STATE and TRIBE will also share technical and training assistance.

In the event the TRIBE's funding is exhausted, households who have not received assistance through the Tribal LIHEAP funds may be referred to the STATE for assistance, as State funding permits.

The TRIBE agrees to indemnify and hold harmless the State, its officers, agents and employees from and against any and all loss, damages, liability, suits and proceedings that may rise out of the performance of this agreement by said TRIBE, its officers, agents or employees.

The STATE agrees to indemnify and hold harmless the TRIBE its officers, agents, and employees from and against any and all loss, damages, liability, suits and proceedings that may arise out of the performance of this agreement by the STATE, its officers, agents or employees.

To be eligible for LIHEAP benefits, the household's income must be no more than the greater of 150% of poverty or 60% of the State Median Income.

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TERMINATION OF AGREEMENT:

This agreement may be terminated for any of the following reasons:

1. A change in the requirements of Title XXVI of the Omnibus Budget Reconciliation Act of 1981;
2. Re-evaluation of funding formula is deemed necessary;
3. Non-compliance with agreed conditions by either party;
4. Thirty (30) day written notice of termination by either party; or
5. Mutual consent of both parties.

Upon the signing of the agreement by both parties, the terms of the Agreement will become effective October 1, 2003, Federal Fiscal Year 2004, and remain in effect until termination of Agreement.

By signing this Agreement, the STATE is entering into a consensual relationship with the TRIBE. Nothing herein waives the sovereign immunity of the TRIBE.

Ernest L. Stensgar

Ernest L. Stensgar, Chairman
Coeur d'Alene Tribe

9-29-03

Date

Karl B. Kurtz

Karl B. Kurtz, Director
Idaho Department of Health and Welfare

12/2/03

Date