

Effective 10/1/02

COPY

STATE OF OREGON  
HOUSING AND COMMUNITY SERVICES DEPARTMENT  
MEMORANDUM OF AGREEMENT  
Klamath Tribe LIHEAP

This Memorandum of Agreement is between the State of Oregon, through its Housing and Community Services Department, hereinafter referred to as the STATE and Klamath Tribe, hereinafter referred to as the TRIBE.

The purpose of the agreement between the STATE and the TRIBE is to comply with Section 2604(d) of the Low Income Home Energy Assistance Act, title XXVI of the Omnibus Budget Reconciliation Act of 1981, Human Services amendments of 1994, Public Law 103-252, which allows for the direct funding of Indian Tribes within a State under the following conditions:

1. Secretary of the Department of Health and Human Services, receives application request from the TRIBE,
2. Department of Health and Human Services determines that TRIBE would be better served through direct funding and;
3. STATE concurs with Department of Health and Human Services determination.

Attachment(s) included as part of this Agreement:

ATTACHMENT A:

Pages 23 through 27 of 1990 Decennial Census reflecting estimates of Tribal and State Total American Indian households and Total American Indian households at or below greater of 125% of poverty or 60% of State median Income level.

Funding Allocation Formula:

Based upon the 1990 Census Estimates of Tribal and State Households Eligible for LIHEAP, the direct allocation to the TRIBE will be .007% of the overall State's Federal allocation per scheduled grant year.

The funding allocation is based upon the total number of American Indian households (470) identified on the 1990 Decennial Census estimates. This figure represents all American Indian households in Klamath County, whose income is at or below the 125% of poverty or 60% of the state's median income level.

Federal State LIHEAP appropriation will increase or decrease from Fiscal Year 1997 appropriation due to the fluctuation caused by using a percentage of the overall State's Federal allocation.

## **CONDITIONS OF AGREEMENT:**

The allocation will be used to provide energy assistance to eligible Tribal households residing on the Tribal Reservation service area(s).

Coordination between the TRIBE and the STATE will include the sharing of household information and technical and training assistance.

In the event the TRIBE funding is exhausted, households who have not received assistance through the tribal LIHEAP funds may be referred to the local Community Action Agency for assistance, as state funding permits.

In the event the TRIBE has not expended all funds by May 15<sup>th</sup> annually, the TRIBE will notify STATE so that funds may be transferred back to the STATE.

TRIBE agrees to indemnify and save harmless the STATE, its officers, agents and employees from and against any and all loss, damages, injury, liability, suits and proceedings which may arise out of the performance of this contract by said TRIBE, its officers, agents or employees.

STATE agrees to indemnify and save harmless the TRIBE, its officers, agents and employees from and against any and all loss, damages, injury, liability, suits and proceedings which may arise out of the performance of this contract by said STATE, its officers, agents or employees.

## **TERMINATION OF AGREEMENT:**

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

1. A change in the requirements of Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Human Services amendments of 1994 (P. L. 103-252).
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 termination of this agreement all accounts and payments will be processed according to financial arrangements set forth herein for services rendered to date of termination.

Upon the signing of the agreement by both parties, the terms of the agreement will become effective October 1, 2002, Fiscal Year 2003 and will remain in effect until termination of this agreement.

Faxed Signature Obtained On 9-27-2002

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Klamath Tribe, Administrator

\_\_\_\_\_  
Date

Jeanne L. Arona

Community Services Section, Administrator  
Oregon Housing and Community Services Department

9/30/02

\_\_\_\_\_  
Date

[Signature] AAG

Reviewed as to Legal Sufficiency by Assistant Attorney General  
Department of Justice

9/17/02

\_\_\_\_\_  
Date