

**MEMORANDUM OF UNDERSTANDING BETWEEN
WYOMING DEPARTMENT OF FAMILY SERVICES AND
NORTHERN ARAPAHO TRIBE REGARDING
LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP)
AND WEATHERIZATION ASSISTANCE PROGRAM (WAP)**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Department of Family Services (DFS) whose address is: 2300 Capitol Avenue, Third Floor, Cheyenne, WY 82002-0490 and the Northern Arapaho Tribe (Tribe), whose address is: Post Office Box 396, Ft. Washakie, WY 82514.
2. **Purpose.** The purpose of this MOU is to finalize a method for calculating the amount of Low Income Home Energy Assistance (LIHEAP) funds from the federal funds allocated to DFS that will be allocated for use by the Northern Arapaho Tribe's LIEAP program, and to address the Weatherization Assistance Program (WAP).
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** There will be no payments made to either party under this MOU.
5. **Allocation of Federal LIHEAP Funds**

Allocation of federal Low Income Home Energy Assistance Program (LIHEAP) funds to the Tribe will be calculated annually in the month of August using the following allocation formula:

- A. The Tribe shall provide data to DFS which will be considered in conjunction with the United States Census, the United States Department of Health and Human Services, and the Federal Household Report data to determine the number of LIHEAP eligible households who are members of the Tribe.
- B. The number of LIHEAP eligible households who are members of the Tribe will be divided by the number of LIEAP eligible households in the State of Wyoming. The resulting percentage is the percentage of allocation.
- C. The amount of LIHEAP funds allocated to DFS will be multiplied by the percentage of allocation. The result of this calculation will be the amount of LIHEAP funds allocated to the Tribe.

6. **Responsibilities of DFS.** DFS will:

- A. Apply to federal Health and Human Services (HHS) for LIHEAP funds allocated to the State of Wyoming;
- B. Submit a LIEAP State Plan to HHS which will contain the percentage of LIHEAP funds allocated to the Tribe;
- C. Send to the Tribe, in writing, the percentage of LIEAP funds allocated to the Tribe; and
- D. Accept WAP applications by Tribal members living outside the boundaries of the Wind River Indian Reservation and residing in Fremont County, and determine WAP eligibility for those cases. DFS will determine the priority of Tribal WAP applications using the same prioritization method as DFS WAP applications.

7. **Responsibilities of Tribe.** Tribe will:

- A. Send a Low Income Home Energy Assistance Program LIHEAP Household Report Form to the State LIEAP Program Manager each year before August 15th.
- B. Apply to federal Health and Human Services (HHS) for LIHEAP funds allocated to the Tribe;
- C. Submit a LIHEAP State Plan to HHS with will contain the percentage of LIHEAP funds allocated to the Tribe;
- D. Provide LIHEAP services to Tribal members within the boundaries of Fremont County, Wyoming; and
- E. Refer WAP applications by Tribal members living outside the boundaries of the Wind River Indian Reservation and residing in Fremont County to the DFS WAP program.

8. **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. **Applicable Law.** The Parties agree that this MOU shall be governed and interpreted according to applicable laws and regulations. In the event a dispute arises under this Contract, jurisdiction will be in a court of competent jurisdiction.

- C. **Entirety of Agreement.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- D. **Indemnification.** Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- G. **Sovereign Immunity.** The State of Wyoming, DFS and the Tribe and its Business Council do not waive sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

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8. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

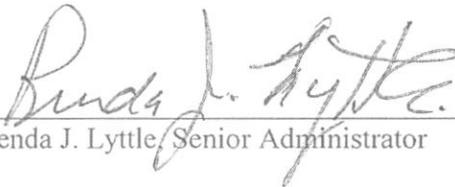
The effective date of this MOU is the date of the signature last affixed to this page.

DEPARTMENT OF FAMILY SERVICES



Steve Corsi, Director

8/23/16
Date



Brenda J. Lyttle, Senior Administrator

8-23-16
Date

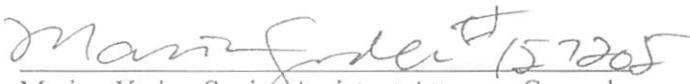
NORTHERN ARAPAHO TRIBE



Dean B. Goggles
Chairman, Northern Arapaho Business Council

8-22-16
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Marion Yoder, Senior Assistant Attorney General
Representing: Department of Family Services

Aug. 15, 2016
Date

NORTHERN ARAPAHO ATTORNEY'S APPROVAL AS TO FORM



Terri Smith
Representing: Northern Arapaho Tribe through its
Business Council

8-19-16
Date