

## **MEMORANDUM OF AGREEMENT Federal Fiscal Year 2023**

The parties to this Memorandum of Agreement are the eleven tribes that are within the United States Department of Housing and Urban Development's Indian Housing Block Grant formula o-link 78 for Northern California and Oregon: Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians; Confederated Tribes of the Grand Ronde Community of Oregon; Confederated Tribes of Siletz Indians; Coquille Indian Tribe; Cow Creek Band of Umpqua Tribe of Indians; the Karuk Tribe; The Klamath Tribes (2022 host); Quartz Valley Indian Reservation; Tolowa Dee-ni' Nation (formerly known as Smith River Rancheria); the Fort Bidwell Indian Reservation and the Yurok Tribe. All eleven tribes are hereinafter collectively referred to as "the Parties".

For good consideration therefore, receipt of which is hereby acknowledged, the Parties hereby agree to the following regarding the data to be used by the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") in allocating FY-2023 Indian Housing Block Grant (hereinafter referred to as "IHBG") funds among the Parties:

1. The IHBG formula areas for the Parties overlap with one another, which has led HUD to establish an eleven-tribe "o-link" that includes the formula areas of all eleven parties to this Agreement as a single overlap area for the "needs" portion of the IHBG formula allocation.

2. Pursuant to 24 CFR §1000.326(b), the Parties hereby agree that HUD shall use tribal enrollment to determine tribal membership in the eleven-tribe "o-link" overlapping formula area for the "needs" portion of the FY-2023 IHBG formula allocation.

3. The Parties request that the HUD IHBG formula center prepare two data runs once the final numbers for FY-2023 have been calculated:

- a. Data Run "a" would show the IHBG amount for each of the Parties using tribal enrollment for the data in the needs portion of the formula.
- b. Data Run "b" would show the IHBG amount for each of the Parties if HUD had used the BIA Total Resident Service Area Indian Population (hereinafter referred to as "TRSAIP") for the data in the needs portion of the formula.

4. Those parties whose IHBG amount under the Data Run "a" (tribal enrollment) is less than that under Data Run "b" (TRSAIP) will receive a transfer of funds from the other Parties (as described below) to ensure that the total amount of funds they receive for FY-2023 equals the amount they would have received if Data Run "b" had been used as the IHBG formula allocation data. This transfer of funds will be referred to hereinafter as "making the parties whole" or "make whole" payments. Each of the parties whose IHBG amount under Data Run "a" is greater than that under Data Run "b" shall be responsible for "making the parties whole" payment with non-program funds, in an amount equal to that party's percentage of the increase in the overall IHBG amount resulting from the use of tribal enrollment data, which payments shall be made as follows:

- a. No later than 10 business days after HUD notification of final FY23 IHBG awards, the hosting tribe for that year will convene a conference call with all eleven (11) tribes. The hosting tribe(s) will provide updated "make whole" amounts prior to convening a conference call. The payments described in paragraph (4) of this agreement, shall be issued within 15 business days of the conference call. Payments not issued by

- the 15<sup>th</sup> business day will incur a 10% penalty of the amount due. All tribes that are remitting payment agree to notify the host tribe(s) when payment is rendered.
- b. A copy of each tribe's executed agreement shall be submitted to the host tribe(s) by July 25, 2022.
  - c. All tribes agree to electronically submit a letter to the Siletz Tribes, addressed to the Indian Housing Block Grant Formula Center, authorizing the use of Total Tribal Enrollment for the needs portion of the 2023 IHBG by July 25, 2022. Siletz agrees to submit all letters to the IHBG Formula Center.
5. Aside from the agreements specifically set out herein, none of the Parties will have any obligation toward any of the other Parties to make payment to or indemnify as a result of this Agreement.
6. Nothing in this Agreement is intended nor shall be construed to be a waiver of the sovereign immunity of any of the Parties, which immunity is hereby expressly asserted.
7. Nothing in this Agreement is intended to and shall not be construed to benefit any third party or to grant any rights to any person or entity not a party to this Agreement.
8. The Parties hereby agree that they will confer in June 2023 to determine whether or not this Memorandum of Agreement will continue for the FY-2024 IHBG allocation, and agree to meet each year thereafter in June of that year to determine the issue for the subsequent year's IHBG allocation.

**[signatures on the following page]**

*By our signatures below, each of the persons executing this document represents that he or she is acting with proper and delegated authority on behalf of the party on whose behalf he or she is signing this Agreement:*

**Confederated Tribes of Coos, Lower Umpqua, and Siuslaw Indians:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Confederated Tribes of the Grand Ronde Community of Oregon:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Confederated Tribes of Siletz Indians:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Coquille Indian Tribe:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Cow Creek Band of Umpqua Tribe of Indians:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Karuk Tribe:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Klamath Tribes:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Quartz Valley Indian Reservation:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Tolowa Dee-ni' Nation:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Yurok Tribe:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**Fort Bidwell Indian Reservation:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_