

**KARUK TRIBE  
COUNCIL MEETING AGENDA**  
*Thursday, October 25, 2012, 3 PM, Yreka, CA*

**A) CALL MEETING TO ORDER – ROLL CALL**

**AA) PRAYER / KARUK TRIBE MISSION STATEMENT**

*The mission of the Karuk Tribe is to promote the general welfare of all Karuk People, to establish equality and justice for our Tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance.*

**CH) APPROVAL OF THE AGENDA**

**EE) APPROVAL OF THE MINUTES** (*August 23, 2012*)

**H.) OLD BUSINESS** (*Five Minutes Each*)

1.

**F.) GUESTS:** (*Ten Minutes Each*)

1.

**I.) DIRECTOR REPORTS** (*Ten Minutes Each*)

1. Sandi Tripp, Director of Transportation (written report)
2. Leaf Hillman, DNR Director (written report)
3. Scott Quinn, Director of Land Management (written report)
4. Daniel Goodwin, Maintenance Supervisor (written report)
5. Robert Attebery, LIAP Administrator (written report)
6. Tamara Barnett, HR Manager (written report)
7. Dion Wood, TERO/Childcare Director (written report)
8. Duke Arwood, Education Coordinator
9. Tiffany Ashworth, Dir. Admin Programs and Compliance
10. Lisa Morehead, Grant Writer/Resource Developer
11. Erin Hillman, Executive Director KTHA (written report)
12. Hélène Rouvier, People's Center Coordinator (written report)
13. Laura Mayton, Chief Financial Officer
14. Jaclyn Goodwin, Self-Governance Coordinator (written report)
15. April Attebury, Tribal Court Administrator
16. Darlene Snapp-Silfies, KCDC Chief Financial Officer (written report)

**II.) REQUESTS** (*Five Minutes Each*)

**K) PHONE VOTES** *(Five Minutes)*

1. Request approval of resolution 12-R-109 accepting \$130,000 from Indian health Services. Passed.
2. Request approval to post the YR provider vacancy and the Happy Camp Medical Direct position description. Passed.
3. Request approval to provide \$300 to Tribal Member #2712 for moving expenses. Passed.
4. Request approval to pay up to \$2,030 for Tribal Member #1704 for Hospice Care. Passed.

**M) INFORMATIONAL** *(Five Minutes Each)*

- 1.

**N) COMMITTEE REPORTS** *(Five Minutes Each)*

1. NCIDC Meeting Minutes

**OO) CLOSED SESSION** *(Five Minutes Each)*

1. Enrollment (Dinner Break)
2. Anthony Miller
3. Barbara Snider
4. Tribal Council Members

**P) SET DATE FOR NEXT MEETING** *(November 29, 2012 at 3 PM in Happy Camp, CA.)*

**R) ADJOURN**

**Karuk Tribe – Council Meeting  
September 27, 2012 – Meeting Minutes  
Orleans, CA.**

**Meeting called to order at 3:02pm by Buster Attebery, Chairman**

**Present:**

Russell “Buster” Attebery, Chairman  
Joseph “Jody” Waddell, Secretary/Treasurer  
Amos Tripp, Member at Large  
Crispen McAllister, Member at Large  
Dora Bernal, Member at Large  
Alvis “Bud” Johnson, Member at Large  
Wilverna “Verna” Reece, Member at Large  
Charron “Sonny” Davis, Member at Large

**Absent:**

Michael Thom, Vice-Chairman (Travel – excused)

**Agenda:**

Crispen McAllister moved and Bud Johnson seconded to approve the agenda, 7 haa, 0 puuhara, 0 pupitihara.

**Minutes of August 23, 2012:**

Dora Bernal moved and Crispen McAllister seconded to approve the minutes, 7 haa, 0 puuhara, 0 pupitihara.

**Guests:**

**1.) Holly Hensher, Humboldt County DA’s office:**

Holly is present to provide the Council some information regarding domestic violence. The Humboldt County District attorney was scheduled to attend but she apologized for his absence. The DA has a multi-tribal roundtable which meets once a month. From those meetings, came the funding for a Tribal liaison and that was provided to identify what the needs are. Holly noted that the group identified information that the domestic violence was identified and in the survey it currently works with identifying if there are services that are relevant to the tribal community. She will work with the Tribes domestic violence staff but from the survey they will identify what works better for Native Americans.

**2.) Holly Hensher, Food Security Program**

Holly then noted that she also works for the UC Humboldt County and they partner with Humboldt County Ag and she does outreach and youth development for Tribes. She noted that there is funding available for a community assessment related to food and the food systems. She then introduced Hillary, who is working for HSU California Center for food assessment that will be done in the Orleans/Somes Bar area. Hillary has a PhD in environmental studies for years. She is looking forward to working with the community. Amos inquired about food security the “term” but Holly explained that the grant that is used for this assessment, means they will work with other organizations on a larger scale. But with this assessment it will identify if food is grown in Orleans does it stay here, food assistance programs, and/or what kind of food assistance is provided in the area. The first step is to identify what the community would like; i.e. what the store owners would like to see, the cooks, the schools and the senior food nutrition program. This will identify what the community may need or what they would like to see for the community. Amos inquired about what the Tribe does to create better acorn collection. He noted that the best thing to identify what is key in food security is communication, for example the work already done by the Tribe and not knowing what is done. Amos agreed to be interviewed for the assessment. Amos

noted that this community cannot sustain a lot of great ideas, but they are resourceful and can brainstorm ideas. There are large garden possibilities in this area as well.

He then went on into discussing fishing rights and how that food is gathered. Holly noted that traditional gathering and hunting and fishing methods will also be discussed.

Buster noted that there is another organization out there, namely the First Nations organization, which ran an article in Indian Country today which provides information regarding grant funding. Jaclyn noted that it was applied for by the Tribe and it was not funded however, it was very competitive.

The assessment will not assess Happy Camp, because it is out of Humboldt County.

### **3.) Patty Brown, Head Start Director:**

Patty is present to seek approval of her re-funding proposal to the Office of Head Start under resolution 12-R-088. She thanked Tiffany, Darlene and Laura for their hard work on getting the review done. She would also like to seek approval for two revised position descriptions. One is for Yreka, Bus Monitor position and the Cooks Assistant position. This leaves better service for the Yreka site and both increase in hours per week, which is budgeted for.

When staffing needs were discussed, Dora inquired about the parent volunteers as their time can be used and calculated as a match as well as assist in the program to offset costs. Patty noted that there are some parents that do not meet the requirements of background checks, CDL and policy and procedure. She has sought volunteers and even asked TANF but has not had much luck. The program is using their staff and working very hard covering each other and most likely will be having the positions posted as an emergency.

Crispen McAllister moved and Amos Tripp seconded to approve resolution 12-R-088, 7 haa, 0 puuhara, 0 pupitihara.

Amos moved and Sonny seconded to approve the revised position description for the Bus Monitor and the Cooks Assistant, 7 haa, 0 puuhara, 0 pupitihara.

They are also having a Policy Council Meeting on October 3, 2012. She invited the Council to come and introduce them. At 11am there is Program Governance training and will be held in collaboration with the Yurok Tribe. It will be held November 15, 2012.

### **Director Reports:**

#### **1.) Jaclyn Goodwin, Self-Governance:**

Jaclyn is present to seek approval of resolution 12-R-102 authorizing Jaclyn and April to make comments on behalf of the Tribe at the upcoming consultation with the Office of Domestic Violence.

Amos Tripp moved and Sonny Davis seconded to approve resolution 12-R-102, 7 haa, 0 puuhara, 0 pupitihara.

The remainder of her report is written and included in the Council packets for their review.

Dora Bernal moved and Jody Waddell seconded to approve Jaclyn's report, 7 haa, 0 puuhara, 0 pupitihara.

#### **2.) Scott Quinn, Land Department:**

Scott is present to seek approval for travel to HUD's Office of Native American Programs Environmental Review. It is October 2-5, 2012 in Seattle.

Verna Reece moved and Amos Tripp seconded to approve out of state travel for Scott Quinn to Seattle WA, October 2-5, 2012.

The remainder of his report is written and included in the Council packets for their review.

Dora Bernal moved and Bud Johnson seconded to approve Scott's report, 7 haa, 0 puuhara, 0 pupitihara.

**3.) Erin Hillman, ED of KTHA:**

Erin is present to seek approval of resolution 12-R-104 authorizing the use of the Tribal enrollment data for the distribution of Indian Housing Block Grant funds to replace the labor force statistics for program year 2013.

Bud Johnson moved and Crispin McAllister seconded to approve resolution 12-R-104, 7 haa, 0 puuhara, 0 pupitihara.

Erin then sought approval of the o-link agreement. The agreement number is 12-A-067.

Crispin McAllister moved and Bud Johnson seconded to approve agreement 12-A-067, 7 haa, 0 puuhara, 0 pupitihara.

The remainder of her report is written and included in their packets for review.

Amos Tripp moved and Verna Reece seconded to approve Erin's report, 7 haa, 0 puuhara, 0 pupitihara.

**4.) Sandi Tripp, Transportation Director:**

She first would like approval for out of state travel for herself and Bucky Lantz for the Tribal Transportation Conference. It has a lot of learning modules that they are able to learn from. It is November 13-16, 2012 in Phoenix AZ.

Amos Tripp moved and Verna Reece seconded to approve out of state travel for both Sandi and Bucky, 7 November 13-16, 2012 to Phoenix, AZ, 7 haa, 0 puuhara, 0 pupitihara.

Her next action item is for a position description revision. She noted that the changes are for the salary range and the reporting requirements. She noted that she performed an evaluation and that lead to changes that were needed.

Verna Reece moved and Sonny Davis seconded to approve the revised position description, 7 haa, 0 puuhara, 0 pupitihara.

She provided the Council with a copy of resolution 12-R-106 which is an Amendment to the Tribes current Federal Highways Agreement with the Tribe. It's just a duration extension

Sonny Davis moved and Amos Tripp seconded to approve 12-R-106 for 60 days, 7 haa, 0 puuhara, 0 pupitihara.

The remainder of her report is written and included in their packets for review.

Verna Reece moved and Joseph Waddell seconded to approve Sandi's report, 7 haa, 0 puuhara, 0 pupitihara.

**5.) Tiffany Ashworth, Dir. Admin Programs & Compliance:**

Tiffany has action items for approval. She would first like to seek approval for water line improvements under resolution 12-R-098.

Amos Tripp moved and Crispen McAllister seconded to approve resolution 12-R-098, 7 haa 0 puuhara, 0 pupitihara.

Her second item is 12-A-065, which designates Tiffany as the point person for Indian Health Services. Erin noted that the construction portion was done by Fred and Erin Hillman handled the previous designation for the administration part. Crispen asked if Tiffany was asking for this designation. Tiffany explained that yes, for the specific Indian Health Services water and sanitation projects, she will be asking for designation to administer those projects (oversee the Tribes portions), because the agreement language specifically asks for this designation.

Crispen McAllister moved and Amos Tripp seconded to approve agreement 12-A-065, 7 haa, 0 puuhara, 0 pupitihara.

Tiffany then sought approval of 12-R-107 for construction of water supply and/or wastewater disposal facilities in homes; also naming her as the representative under agreement 12-A-068.

Amos Tripp moved and Crispen McAllister seconded to approve resolution 12-R-107, 7 haa, 0 puuhara, 0 pupitihara.

Crispen McAllister moved and Dora Bernal seconded to approve 12-A-068, 7 haa, 0 puuhara, 0 pupitihara.

She then sought approval of resolution 12-R-115 which will be to supplement the eHealth Communities Supplemental Grant opportunity through the University of California – Davis. Dr. Burns then noted that one of the needs of the community is physical therapy and this grant opportunity will help identify some possible direction toward meeting those needs.

Joseph Waddell moved and Crispen McAllister seconded to approve resolution 12-R-115, 7 haa, 0 puuhara, 0 pupitihara.

Tiffany then noted that she has one last item. It is 12-IFB-815. She would like to post the Orleans Wellness project for a third time. It provides the opportunity for the bidder to present the best possible construction options to the Karuk Tribe. The first bids were not available, the second positing for bids concluded all of them as non-responsive, and with this third and compliant posting she is hoping to clear up any loose ends to begin moving forward with this project.

Verna Reece moved and Sonny Davis seconded to approve 12-IFB-815, 7 haa, 0 puuhara, 0 pupitihara.

Verna Reece moved and Amos Tripp seconded to approve the number, 7 haa, 0 puuhara, 0 pupitihara.

**6.) April Attebury, Tribal Court:**

April is present to seek approval of one action item. Tanya is presenting a travel request for Jeanerette-Jacobs Johnny and Brenda Harrison to the Blue Lake Hotel and Casino for wellness in Indian Country training.

Verna Reece moved and Amos Tripp seconded to approve travel for Jeanerette Jacobs Johnny and Brenda Harrison, 7 haa, 0 puuhara, 0 pupitihara.

April noted that there was approval for grant funding and part of that is to work on transitional housing project and she will keep the Council informed of that as she moves on.

Verna Reece moved and Sonny Davis seconded to approve April's report, 7 haa, 0 puuhara, 0 pupitihara.

**7.) Darlene Snapp-Silfies, KCDC CFO:**

Amos Tripp moved and Dora Bernal seconded to approve Darlene's report, 7 haa 0 puuhara, 0 pupitihara.

**8.) Daniel Goodwin, Maintenance Supervisor:**

Daniel is present to review his report. He provided the Council with an update on the operations of the maintenance department, including the progress of the Administration complex remodel. They are working on the doors at the gym and once those are all replaced, they will have new keys, so if someone needs one, they should contact him. The TANF building in Yreka is having issues. He and Fred drove out there and the carpet that was recently installed under contract was low grade, they may want to fix it but he is unsure what the program would like to do. Daniel recommends ripping that carpet up and replacing it. He would recommend it being fixed right away. Daniel doesn't believe that it was the work but the quality of the carpet. The kitchen and the IT room need resolved as well. Daniel is also waiting for the Orleans clinic to call him back regarding the door fixes that they need. There are also ongoing issues that the staff is dealing with but they steadily keep working on those. Wesley has been doing an outstanding job in cemetery maintenance and he would like to note that.

Crispen McAllister moved and Sonny Davis seconded to approve Daniel's report, 7 haa, 0 puuhara, 0 pupitihara.

**9.) Robert Attebery, LIAP Coordinator:**

Robert thanked the Council for their continued support with attendance to ceremonies each year. He then went on to highlight his report for the Council. The LIAP Committee made nine payments in one month, so he is happy that that funding is being used to best serve as many members as possible.

Bob is guessing that the Tribe did not receive any HIP funding because they haven't received word. Bob noted that the one success story is that one person was allowed to do work in the community and that person ended up getting a position in childcare and with that experience that person obtained a full time position.

Amos Tripp moved and Crispen McAllister seconded to approve Robert's report, 7 haa, 0 puuhara, 0 pupitihara.

**10.) Tamara Barnett, HR Manager:**

Not present, on travel, written report provided.

Verna Reece moved and Sonny Davis seconded to approve Tamara's report, 7 haa, 0 puuhara, 0 pupitihara.

**11.) Duke Arwood, Education Coordinator:**

Not present, on travel, written report provided.

Verna Reece moved and Sonny Davis seconded to approve Duke's report, 7 haa, 0 puuhara, 0 pupitihara.

**12.) Dion Wood, TERO/Childcare Director:**

Dion provided the Council the survey results from the reunion that the TERO Department conducted. He then updated the Council on the TERO application when selection of a contractor is done. He has recently been made aware of the referral forms and that tracking for Yav Pa Anav, which he is excited to implement. TERO is looking forward to working with the Casino project. There have been 19 scheduled visits while in DC so he is very happy to make the best use of that time.

Verna Reece moved and Amos Tripp seconded to approve Dion's report, 7 haa, 0 puuhara, 0 pupitihara.

Dion noted that with all respect he is happy to see Terry Coltra present, and within the last couple of years there have been little to no youth workers provided to the Karuk Tribe and he would like to work better to better serve the membership, since NCIDC receives funding for the Karuk Tribe, and receives very little to no assistance.

**13.) Helene Rouvier, People's Center Coordinator**

Helene would like to seek approval of 12-A-066 between the Karuk Tribe and Hayes & sons.

Amos Tripp moved and Crispin McAllister seconded to approve 12-A-066, 7 haa, 0 puuhara, 0 pupitihara.

She does not have the contracts for NAGPRA reviewed yet. She then would like to seek approval of 12-C-091 (1) extending the contract with HSU to include the cultural monitor training, October 31, 2012.

Amos Tripp moved and Sonny Davis seconded to approve modification (1) 12-C-091, 7 haa, 0 puuhara, 0 pupitihara.

Helene then requested that there may be social media such as a Facebook page for the People's Center. Helene administers it daily and there is information that is posted on that site that provides information to the public. The Council will take a look at this and make a final decision. Amos checks the Museum's Facebook page and finds the information to be very useful. Amos would like to enter into social media and especially move into this communication, because of the amount of people that access social media. This is the world today and we need to move to that. The Council agrees but there are currently no policies and procedures in place to protect the Tribe and cover use of Social Media on behalf of the Tribe. The Tribe pays and uses their website and information should be posted and provided via that site as well. There was a similar request and another staff member was going to review drafting some policies for a Facebook page, so maybe Helene would or could work with him and bring those to the Council. The Tribal Council is not opposed to social media but would like to ensure there is protection for the organization and its employees.

Her last item is her mistake. She thought she had an early flight, and she did not realize she didn't leave until the next day, so she has one nights lodging that she would like the Council to pay. It was more cost efficient to stay and wait for her flight then drive back home again.

Amos Tripp moved and Verna Reece seconded to allow the overnight stay without per diem, 6 haa, 1 puuhara (Dora), 0 pupitihara.

Verna Reece moved and Amos Tripp seconded to approve Helene's report, 7 haa, 0 puuhara, 0 pupitihara.

**14.) Laura Mayton, CFO:**



Laura provided four insurance company quotes for workers compensation, general liability, property and commercial auto. She would like to purchase insurance through Tribal First.

Crispen McAllister moved and Bud Johnson seconded to approve insurance coverage through Tribal First in the amount of \$174,991.00, 7 haa, 0 puuhara, 0 pupitihara.

Dora Bernal moved and Joseph Waddell seconded to approve Laura's report, 7 haa, 0 puuhara, 0 pupitihara.

**15.) DNR Report:**

Toz noted that he emailed a contract last week and it's a contract 12-C-104.

Dora Bernal moved and Jody Waddell seconded to approve contract 12-C-104, 7 haa, 0 puuhara, 0 pupitihara.

Verna Reece moved and Amos Tripp seconded to approve DNR's report, 7 haa, 0 puuhara, 0 pupitihara.

**Phone Votes:**

- a) Request approval for use of up to (2) tribal vehicles for up to (10) people to travel to Idaho for work. Passed.
- b) Request approval to provide up to \$300 for Tribal Member #3085 for emergency lodging. Passed.
- c) Request approval to allow personnel attorney to draft letter including severance pay. Passed.
- d) Request approval to loan Tribal Member #DB \$250 paid in full in one month. Passed.
- e) Request approval to provide \$200 food voucher for D00051 funeral services. Passed.
- f) Request approval to switch insurance carriers from Blue Cross to Blue Shield for FY2013. Passed.
- g) Request approval to pay up to \$1,960 for Tribal Member's stay at Hospice House. Passed.
- h) Request approval for out of state travel for Joseph Waddell to WA. Passed.
- i) Request approval of resolution 12-R-097 authorizing submission of a Declaration of a State of Emergency to the President, Governor Brown and Siskiyou County officials for the fires in Seiad Valley. Passed.

**Informational: 1.) Terry Coltra, NCIDC:**

Terry is present to introduce himself. Terry noted that the Tribe is a member organization to NCIDC with Verna Reece serving as the Tribes representative. Currently the office in Eureka CA., has secured a 1.5 million dollar grant from the State of California Endowment, it comes with a match requirement and in 2006, the City promised to match that, the Governor took that funding and more recently, they were funded again. They are hoping to get the initial construction complete and they are also working with getting the historic aspects of restoration and they could apply for tax credits. Right now, they have the need of a match for \$250,000 and they are seeking assistance from all member organizations. Dion recommended that the Tribe look at what NCIDC invested into the Karuk Tribe and match that that amount. Terry noted that over the years, NCIDC has invested several aspects of assistance to the Karuk Tribe. The Council will review this and get back to him.

**Committee Reports:**

None at this time.

**Closed Session:**

Consensus: refer Tribal Member #366 to KTHA to assist in moving expenses.

Consensus: for Earl Crosby to identify what assistance can be provided for Tribal Member #1070 and provide that information back to the Council.

Verna Reece moved and Amos Tripp seconded to approve resolution 12-R-100, 7 haa, 0 puuhara, 0 pupitihara.

Consensus: to set a meeting Monday, October 1, 2012 to review documentation regarding employee #1017.

Consensus: to refer employee #7226 to the Thursday Planning Agenda so that the CFO can review budgeting.

Consensus: to allow the EDHHS to sign the Managed Care letter as drafted.

Consensus: based on sheriff's report, employee # 6062 is to be written up for violation of policy.

Informational: for employee #3770 to address program needs and recommendations and bring them to the Council.

Informational: employee request to have a CEO brought on board.

Dora Bernal moved and Crispen McAllister seconded to approve paying \$5,000 membership fee for CNIGA, 7 haa, 0 puuhara, 0 pupitihara.

Crispen McAllister moved and Dora Bernal seconded to approve the loan and to Tribal Member #494 payable to KTHA in the amount of \$1,656.47 with \$75 monthly payments, 7 haa, 0 puuhara, 0 pupitihara.

Consensus: to collect the four outstanding books (2 sets) and only Gaming Commissioners and Tribal Council will have access to information based on their need to know.

Consensus: to refer the request for assistance to Laura Mayton to review budgets and to have the Chairman discuss behavior with #7375.

Consensus: for the Happy Seniors to submit a formal written proposal regarding their offer.

Crispen McAllister moved and Amos Tripp seconded to loan Tribal Member #1516 \$1,500 with full repayment by the end of December 2012.

**Next Meeting Date:** October 25, 2012 at 3pm in Yreka, CA.

Crispen McAllister moved and Jody Waddell seconded to adjourn the meeting at 8:55pm, 7 haa, 0 puuhara, 0 pupitihara.

**Respectfully Submitted,**

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**Russell "Buster" Attebery, Chairman**

**Recording Secretary, Barbara Snider**

**Tribal Council Report**  
**Karuk Tribe Department of Transportation**  
**Council Meeting: October 17, 2012**

Submitted by: Sandi Tripp, Director of Transportation  
Date: October 25, 2012

**IRR News**

Councilman Waddell and I attended the IRRPCC (now the TTPPCC) meeting on September 17-21, 2012 in St. Paul, MN . While at the meeting we reviewed new provisions as per MAP-21 and our new funding formula. The TTPPCC meetings are an important and allow us to have opportunity to influence policy in the best interest of the Karuk Tribe. I would like to thank Tribal Council for being engaged in this process and taking the time to attend these meetings.

**Government to Government Consultation**

Since the funding formula has changed so drastically FHWA and the BIA are planning a Government to Government Consultation meeting to discuss Tribal Transportation Program issues of concern sometime in June 2013. I will ensure comment is prepared for the meeting in June to advised FHWA of any significant changes that may be noted as we work through this fiscal year and begin program implementation.

**STAGE Transit Project**

I will be meeting with STAGE to discuss review the last several months of transit service and discuss the possibilities of continuing service.

Since MAP-21 was approved the Tribal Transit Program, administered through the Federal Transit Administration (FTA), has been greatly enhanced with a budget of \$30 million. This program has two funding categories; the first category is formula based for Tribes that have existing Transit Programs and the second category awards funding through a competitive process for Tribes that want to start up new Transit programs. We fit the first category for this funding source and I expect to receive clear direction for obtaining funds from the FTA once they have established new or amended policies for this program. I will share all relevant FTA Tribal Transit Program policy and funding information with Council as it becomes available.

**Red Cap Bikeway**

We are currently completing the environmental compliance process for the Red Cap Bike Way Project and as you know we have contracted with LACO Associates to complete this phase of the project. On July 26, 2012 I met with LACO Associates, the County of Humboldt Department of Public Works and Lumos & Associates. We discussed the mandatory environmental compliance process for this project as required by the additional lead agency Caltrans. Due to this the additional of this lead agency on the State side, there are additional documents and requirements that we must adhere to. I have identified additional tasks that will require a revision to the LACO Scope of Work. This contact modification is necessary to clearly define LACO's deliverables and extend the duration period of this contact.

**Please find attached for your review and approval Action Item #1 – Modification #1 - LACO Associates 12-C-090.**

### **Happy Camp Streetscapes (Complete Streets Project)**

I met with Caltrans D1 in Redding on September 26, 2012, to discuss solid funding opportunities for the Happy Camp Streetscapes Project. At the meeting we discussed multiple funding sources that can potentially fund this large project. We also agreed that we the Tribe will begin the development of a Project Study Report (PSR) for this project. Once the PSR is complete Caltrans will dedicate a staff engineer to begin the preliminary design for this project. I have confidence that as we move this project along and stay engaged with Caltrans at the NAAC and other relevant forums we will see this project come to fruition.

### **KCDC/KTHA Parking Facility**

This project is currently moving through the environmental compliance process. I recently requested and received a record search for this project from Northeast Information Center (NEIC). The report examines the official maps and records for archaeological sites and survey. Once the report was received I worked with FHWA to review recommendations of the NEIC. Although the NEIC suggests professional archaeologist do a Cultural Resources Study, FHWA would be fine with us providing a cultural monitor on site and adhering to our policies for inadvertent discoveries; but, it is necessary for THPO to concur. I then sent the NEIC Report out to our THPO and she concurred with the NEIC and requested the archaeological study.

I have identified a qualified professional Archaeologist and will coordinate with the KRAB before any on the ground Cultural Resources reviews are preformed. I will share all relevant information with Tribal Council as it becomes available.

### **Current DOT Planning and Design Projects:**

Utilizing the engineering and design services from GHD, Inc. we are able to move many Karuk DOT projects through the process and implement important transportation projects.

The contract that we are currently in with GHD, Inc. is necessary for continued progress of current projects.

In our last On-Call Engineering Contract we had no major projects in process; but, this year we have multiple major projects in process. Last year the contact amount was \$20k, so this years On-Call Engineering Contract started out with the same dollar amount; but because of the multiple projects this year more time and money is required. Due to these facts, I would like to request an addendum to our current contact with GHD, Inc. which will increase funding and allow the continued progress of current Karuk Tribe DOT.

**Please find attached for your review and approval Action Item #2 – Addendum #1 – GHD, Inc. 12-C-066.**

KCDC/KTHA Parking Facility Improvement Project

- PP&L Utility relocation at the KCDC/KTHA parking facility

Head Start Bus Drop Off Improvement Project

- In process with FHWA

Somes Bar Work Center Parking Facility Improvement Project

- Inventory update required

Yreka, Happy Camp & Orleans Speed Hump Installation Project

- Currently advertising RFP

Red Cap Bikeway Project

- In progress with Karuk DOT, Caltrans, Humboldt County, LACO and Lumos

Happy Camp Streetscape Project

- TE Application completed, Coordination meeting scheduled

## **Transportation Maintenance**

Bucky Lantz, Lead Roads Maintenance Worker has been hard at work this month ensuring safe ingress/egress on Tribal roads and facilities.

DOT Maintenance Projects include; but, are not limited to the following:

- Route stripping in the communities of Happy Camp, Orleans and Yreka
- Debris and brush removal from multiple KTHA routes including Yreka, Happy Camp and Orleans
- Repainted curbs as needed on all KTHA routes in Yreka
- Maintained equipment maintenance and updated the Departmental Equipment repair
- Winterization of all tribal routes for unobstructed drainage, including street sweeping, gutter and down drain clearing.
- Attended Cultural Resources Monitoring Class
- Reviewed select routes to identify maintenance and project needs

### **Action Items:**

- 1. Requesting approval – Amendment #1 - LACO Associates, Contract #12-C-090**  
Scope of Work and Duration extension
- 2. Requesting approval - Amendment #1 – GHD, Inc., Contract #12-C-066**  
Additional Funding for continued project design and engineering support

Karuk Community Health Clinic  
64236 Second Avenue  
Post Office Box 316  
Happy Camp, CA 96039  
Phone: (530) 493-5257  
Fax: (530) 493-5270

# Karuk Tribe



Administrative Office  
Phone: (530) 493-1600 • Fax: (530) 493-5322  
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

Karuk Dental Clinic  
64236 Second Avenue  
Post Office Box 1016  
Happy Camp, CA 96039  
Phone: (530) 493-2201  
Fax: (530) 493-5364

## REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One:  Contract Number Assigned: 12-C-066 Amendment #1  
 MOU  
 Agreement

REQUIRED → \*Procurement Attached \*Budget Attached   
\*Excluded Parties List System Attached (CONTRACTS ONLY)  
~~ICDC/CPA Notification/Review required Yes No~~

Requestor: Sandi Tripp Date: October 3, 2012

Department/Program: Department of Transportation

Name of Contractor or Parties to Agreement: GHD, Inc.

Effective Dates (From/To): 4/13/12 - 4/13/13

Amount of Contract: \$20,000

Funding Source: BIA-IRR

### Brief Description of Purpose:

Modification to contract 12-C-066 with GHD, Inc. to provide general project planning and engineering support for ongoing Karuk Tribe Dept. of Transportation projects for an additional \$20,000.00 for period of April 13, 2012 to April 13, 2013. Staff underestimated funding for project w/this vendor. **\*\*REQUIRED SIGNATURES\*\***

Websterwald for Sandi Tripp 10/3/12  
Date

Laura Mayton 10-17-2012  
\*\*Chief Financial Officer Date

[Signature] 10/3/2012  
\*\*Director, Administrative Programs & Compliance Date

\*\*Director of Self Governance(MOU/MOA) or TERO (Contracts) \_\_\_\_\_ Date

Other \_\_\_\_\_ Date

**Karuk Community Health Clinic**

64236 Second Avenue  
 Post Office Box 316  
 Happy Camp, CA 96039  
 Phone: (530) 493-5257  
 Fax: (530) 493-5270

**Karuk Tribe****Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322  
 64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

**Karuk Dental Clinic**

64236 Second Avenue  
 Post Office Box 1016  
 Happy Camp, CA 96039  
 Phone: (530) 493-2201  
 Fax: (530) 493-5364

**Amendment #1****Contract Number 12-C-066****GHD, Inc.****Description of Modification:****1.) General Project Planning and Engineering Support**

- \* Ongoing Karuk DOT Projects include; but are not limited to:
- \* KCDC / KTHA Parking Lot Improvement Project
- \* Speed Hump / Speed Table - Traffic Calming Projects
- \* Happy Camp Streetscape Project
- \* Orleans Medical Clinic / Panamnik Center Parking Facility Project
- \* Headstart ADA Bus Drop Off Improvement Project
- \* Tishawniik Hill Bikeway & Trail Project
- \* Itroop / Evans Road Reconstruction Phase 2

**Total Contract Modification** **\$20,000.00**

**Original Contract Amount** **\$20,000.00**

**Modified Contract Amount** **\$40,000.00**

\*All other terms and conditions remain unchanged.

This modification is entered into between the Karuk Tribe and GHD, Inc.

**Independent Contractor****Karuk Tribe**

**GHD, Inc.**  
**718 Third Street**  
**Eureka, CA 95501**  
**TIN: 98-0425935**

**Russell Attebery**  
**64236 Second Avenue**  
**Happy Camp, CA 96039**

**Signature/Date****Signature/Date**

**Karuk Community Health Clinic**

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# Karuk Tribe



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Fax: (530) 493-5364

**REQUEST FOR CONTRACT/ MOU/ AGREEMENT**

Check One: x Contract  Number Assigned: 12-C-090 Amendment #1  
MOU   
Agreement

REQUIRED → \*Procurement Attached  \*Budget Attached   
\*Excluded Parties List System Attached (CONTRACTS ONLY)   
\*KCDC/ KTHA Notification/ review required  Yes  No

Requestor: Sandi Tripp Date: October 16, 2012

Department/Program: Department of Transportation

Name of Contractor or Parties to Agreement: LACO Associates

Effective Dates (From/To): July 26, 2012 to January 30, 2013

Amount of Contract: No Changes in Contract Amount

Funding Source: 2231-13-7600

Brief Description of Purpose:  
Revising the Scope of Work to clarify process as well as providing a duration extension to the original contract.

**\*\* REQUIRED SIGNATURES \*\***

*Sandi Tripp*  
Requestor

10/17/12  
Date

\*\*Chief Financial Officer \_\_\_\_\_ Date

\*\*Director, Administrative Programs & Compliance \_\_\_\_\_ Date

\*\*Director of Self Governance(MOU/MOA) or TERO (Contracts) \_\_\_\_\_ Date

Other \_\_\_\_\_ Date



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**Karuk Community Health Clinic**

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# Karuk Tribe

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**Karuk Dental Clinic**

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Fax: (530) 493-5364

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**Amendment #1**  
**Contract Number 12-C-090**  
**LACO Associates**

**Description of Modification:**

To Revise Scope of Work to clarify process and lengthen duration of contract.

**Scope of Work:**

See "Attachment A" for revised project approach and process clarification.

**Duration Extension:**

Original duration of the Agreement was July 26, 2012 to September 30, 2012;  
duration shall be extended 120 days from original end date, therefore the schedule is  
now July 26, 2012 to January 30, 2013.

\*All other terms and conditions remain unchanged.

This modification is entered into between the Karuk Tribe and LACO Associates.

**Independent Contractor**

LACO Associates  
21 W. 4th Street  
Eureka, CA 95501  
TIN: 94-2278932

**Karuk Tribe**

Russell Attebery, Chairman  
64236 Second Avenue  
Happy Camp, CA 96039

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Signature/Date

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Signature/Date

## Attachment A

### **Amendment No. 1**

Agreement for Independent Contractor Services  
Between the Karuk Tribe and LACO Associates  
LACO Project No. 7329.02  
October 5, 2012

#### **Revised NEPA Approach**

On July 26, 2012, the Karuk Tribe and LACO Associates (LACO) entered an Agreement to provide environmental compliance services for the Red Cap Road Pedestrian Project. The agreement was based on the proposal submitted by LACO which was based on the RFP issued by the Karuk Tribe. The RFP and subsequent bid submitted by LACO contained the following provisions:

*The Tribe is requesting candidate consultants submit proposals to prepare appropriate technical studies, and environmental compliance documents that satisfy NEPA and CEQA for federally funded transportation projects. Additionally, the process must include all permitting and compliance with Caltrans processes that position the project for final design, right of way and construction.*

Based on the meeting with Humboldt County Department of Public Works (HCDPW) (Mr. Hank Seemann, HCDPW Environmental Service Manager and Mr. Andrew Bundschuh, Senior Environmental Analyst) held on August 27, 2012, with Mrs. Sandi Tripp, Director of Transportation for the Karuk Tribe, Mr. Robert Ulibarri, Senior Environmental Planner of LACO, and Mr. Gary Lester, Senior Biologist/Botanist of LACO the HCDPW expressed the need to revise the project approach to meet the requirements of Caltrans and instead of preparing a NEPA document pursuant to 23 CFR Part 771 (Federal Highway Administration requirements). The County expressed the need for project compliance with the requirements of Chapter 6 of the Local Assistance Procedures Manual (LAPM) of Caltrans. Additionally, a phone call initiated by Mr. Hank Seemann to Mr. Mike Nelson, LACO Planning Director on August 27, 2012, a discussion ensued which set forth the recommendations of the HCDPW for revision of the original project scope.

Therefore, under the revised project approach, the LACO Team identified in the Agreement with the Karuk Tribe will provide environmental compliance services as specified in Chapter 6 of the LAPM. LACO will abide by all other required requirements set forth in the LAPM that are related to this undertaking.

- In collaboration with the Karuk Tribe and the HCDPW, LACO will develop a Project Description and prepare project area maps showing the proposed pedestrian and bike lane project.

- LACO will prepare a preliminary environmental investigation, request technical information from resource and regulatory agencies, and complete the PES Form (Preliminary Environmental Study) in accordance with Chapter 6 of the LAPM. Our Planning Director, Mike Nelson will complete the first Quality Control Check on the PES and the supporting technical studies. After review, Mr. Nelson will submit an Administrative Draft PES in parallel to the Karuk Tribe and the County for review. In accordance with Chapter 6 of the LAPM, the County will be responsible for submitting the PES Form to the Caltrans District 1 Division of Local Assistance (DLA) when both the County and the Karuk Tribe are satisfied that it is complete and accurate.
- LACO environmental planners and our sub-consultant archaeologist will prepare a draft Area of Potential Effect (APE) map and identify historic properties. Our archaeological sub-consultant, Express Archaeological Services, meets the Secretary of Interior Standards and has extensive experience in working with the Karuk Tribe. All Section 106 compliance including consultation with the SHPO and the Karuk Tribe's THPO will be done in accordance with Volume 2 of the Standard Environmental Reference (SER).
- The Karuk Tribe will direct the development of technical studies and reports consistent with the fully signed PES Form, and ensure that the format and content of all technical reports and NEPA documents are consistent with guidance set forth in the SER for Cultural and Biological Resources. A Natural Environment Study will be completed in accordance with Volume 3 of the SER by LACO's Biologist, Mr. Gary Lester.

Effective July 1, 2007, Caltrans assumed all of FHWA's responsibilities under the National Environmental Policy Act for projects on California's State Highway System and for federal-aid local streets and roads projects under FHWA's Surface Transportation Project Delivery Pilot Program, pursuant to 23 CFR 773. Caltrans also assumed all of FHWA's responsibilities for environmental coordination and consultation under other federal environmental laws pertaining to the review or approval of projects. It is anticipated that PES Section E. Preliminary Document Classification (NEPA) will result in Categorical Exclusion with required technical studies pursuant to 23 CFR 771.117. Therefore, our workplan includes the preparation of a Categorical Exemption/Categorical Exclusion Determination form.

The DLA will provide a review of the PES Form and maps to ensure that the project description matches the programmed project and that the packet is complete and sufficient. If the packet is incomplete, the DLA will return the packet to the Tribe and schedule a field review to assist them with completion of the PES Form. If the packet is complete, then the DLA shall notify the Karuk Tribe and the County.

Project meetings between the Karuk Tribe, the County, and the DLA will include LACO representation from Mr. Nelson. A project administrative record or binder will be maintained by Mr. Nelson.

Because of the change in project approach and scope of services, the original schedule outlined in the Agreement between the Karuk Tribe and LACO is extended by 120 calendar days. Originally the duration of the Agreement was July 26, 2012, to September 30, 2012; therefore the schedule is now July 26, 2012, to January 30, 2013.

There is no change in the contract amount specified in the Agreement dated October 1, 2012.

Approved:

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Russell Attebery  
Chairman, Karuk Tribe of California

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Date

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Christopher J. Watt  
President/CEO  
LACO Associates

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Date

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**Department of Natural Resources**

39051 Highway 96  
Post Office Box 282  
Orleans, CA 95556  
Phone: (530) 627-3446  
Fax: (530) 627-3448

# Karuk Tribe

**Administrative Office**

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**Orleans Medical Clinic**

39051 Highway 96  
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**DEPARTMENT OF NATURAL RESOURCES  
TRIBAL COUNCIL REPORT  
October 2012**

Please accept the following information as the Department of Natural Resources written report for the upcoming Tribal Council Meeting.

Action Items

## WATER RESOURCES COORDINATOR/ Crystal Bowman

### **Current Sampling and WQ Reports**

#### WQ Staff:

1. Sampling for nutrients occurs twice a month starting this month and will continue through October.
2. Fish Disease sampling continues to be collected every week, a project in cooperation with the Yurok Tribe and Oregon State University.
3. Began sampling for bacteria in mainstem Klamath and tributaries. High Mountain Lake samples sites selected and sampling began 7/3/12 at Kangaroo Lake.
4. Datasondes deployed and calibrated every two weeks.
5. Periphyton (attached algae) is once a month. A special study occurred during the month of September and October.

#### WQ Coordinator:

1. Collected blue-green algae (possibly toxic) from Dwinell Reservoir in Shasta Valley weekly in cooperation with Klamath Riverkeeper.
2. Collected high mountain lakes samples for bacteria and filtered mainstem water samples for crew.
3. Reviewing QA/QC requirements for the lab certification and developed list of necessary actions for the Kaurk lab to disseminate to the crew.

### **Water Quality Meetings and Trainings**

1. Attended the following Teleconferences
  - a. IMIC 10 Klamath WQ Workshop Steering Committee teleconference to discuss the workshop in Sept. and post-workshop report.
  - b. Discussed with consultants our web page design for the real-time datasondes.
  - c. Attended Webinar on the *Draft CA Communities Environmental Health Screening Tool*

- d. Attended IMIC meeting, Pacificorp presented algaecide report from 2011 studies and other interim project reports to the committee.
2. Attended ANA grant proposal meeting with DNR staff to discuss the proposal due in January
3. Attended North Coast Regional Water Quality Control Board hearing on the Scott and Shasta TMDL Agricultural Waivers for adoption, presented comments for the record
4. Hosted Tribal Water Quality Workgroup meeting to itemize the money from EPA to the group for FY13 tasks.
5. Attended Scott Watershed Information Forum and shared Karuk FY12 and FY13 projects related to the Scott.

### **State and Federal Processes**

1. Reviewed and developed comments for the record at the Scott and Shasta RWB waiver hearing in Yreka.
2. Reviewed and developed comments on the Pacificorp Algaecide 2011 report.

### **Administrative**

#### *Grants*

1. Developing workplan and budget for the ANA proposal to be submitted by Craig. Workplan includes Treatment in the Same Manner as the State, Dwinell Limnology Study and Real-Time Datasondes for Scott and mainstem sites.
2. Providing materials as needed to BOR for tribal water quality workgroup proposals.
3. Complied and completed paperwork for an amendment to Pacificorp funding, sent through finance and Council for approval.

#### *Reporting*

*None.*

#### *Miscellaneous Tasks*

1. Organized all office files, paid all invoices to date, procurements and submitted mileage logs and travel requests.

### **KLAMATH CAMPAIGN COORDINATOR/ Craig Tucker**

**Fisheries Biology & Water Quality/Coordination.** On September 14 I assisted Mid Klamath Watershed Council and the 7th/8th grade class at Orleans Elementary School with a field trip to the mouth of Camp Creek. The creek mouth is very shallow and salmon have a difficult time getting up the creek. Students built small dams with

rocks to create deeper pools so returning Chinook salmon and other species can reach spawning grounds more easily.

On September 17 I attended a Food Policy Council meeting in Hoopa. Becky Woodman, cook at Orleans Elementary, asked me to go in her place since she could not attend. Becky would like to introduce a program called Fish to School in order to serve fresh, local fish at Orleans Elementary. I discussed with Food Policy Council members questions such as how to implement the project, protocols for obtaining local fish, and including classroom curriculum on salmon to educate students about fish.

I coordinated the Fall 2012 Chinook Salmon Spawning and Carcass Survey Training for students in Happy Camp on October 4. Personnel from Karuk Fisheries, CA Dept. of Fish & Game, US Forest Service, and Mid Klamath Watershed Council led stations. Twenty-nine 6th, 7th and 8th grade students from Happy Camp Elementary rotated through 4 stations to learn data collection protocols, fish identification, how to flag and mark redds, and safety. Students also tried on waders and boots in preparation for the survey field trips, which will begin in Happy Camp on October 19.

On October 10 I attended a training led by LeRoy Cyr, US Forest Service Fisheries Biologist, for an update on data collection protocols on Camp Creek. This training was necessary because I take students on surveys of Camp Creek and some protocols have changed for this year. The data we collect is turned in to LeRoy and processed by his crew, then passed on to the CA Dept. of Fish and Game.

I assisted with Fall 2012 Chinook Salmon Spawning and Carcass Survey Training for students at the Oak Bottom River Access on the Salmon River on October 11. Eighteen 6th, 7th and 8th grade students from Orleans Elementary, Junction Elementary and Forks of Salmon Elementary attended the training. Students rotated through 5 stations led by personnel from Karuk Fisheries, CA Dept. of Fish & Game, US Forest Service, and Mid Klamath Watershed Council to learn data collection protocols, fish identification, how to flag and mark redds, and safety. I helped with transporting Orleans students to and from the event, supervising students during the event, and taking photos. After the training Orleans students tried on waders and boots in preparation for the survey field trips, which will begin on October 17.

**Global Warming Studies.** On September 12 I presented a lesson on Global Warming in the K-2nd grade class at Orleans Elementary. Students learned what global warming is, factors that contribute to climate change and played a game, "Green House Gases," to learn how carbon dioxide and other gases contribute to global warming.

**Other Projects: Lava Beds National Monument.** I assisted Shelly Slusser, 3rd-6th grade teacher at Orleans Elementary, with a class field trip from September 19-21. Students visited Lava Beds National Monument where they explored lava tube caves, learned about bats, animals and plants that live in the Lava Beds, learned about the types of volcanic rocks in the Lava Beds, and visited Captain Jack's Stronghold for a Ranger-guided tour. Students also stopped at the Tulelake National Wildlife Refuge Visitor Center for a treasure hunt to learn about local animal species. Before returning home, students visited Glass Mountain, where they examined obsidian and pumice stone, and the Petroglyph Wall, where they observed ancient pictures carved into the volcanic rock wall.

## ENVIRONMENTAL EDUCATION PROGRAM/Jeanette Quinn

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## WATERSHED RESTORATION PROGRAM/ Earl Crosby

### Watershed Program Activities

Through the month of September and October we have provided input and assistance towards various projects within DNR;

- 1) Attended September KRAB Meeting
- 2) Tribal/USFS Project Coordination Meeting in Happy Camp.
- 3) The 2012 Field Season. We have successfully finished all the roads to be decommissioned within the Bluff Creek watershed and now have mobilized to the Camp Creek watershed for the remainder of the season.
- 4) We demobilized from the 11N44 road and mobilized to the 11N38. With wet weather rapidly approaching we anticipate just clearing and brushing the 1.8 miles of road before shutting down for the season.
- 5) Continued coordination regarding the West Ishi-Pishi Transportation Plan.
- 6) Field Visit with USFS regarding formulation of the Bluff Creek Watershed Assessment. .

### Funding

- 1) We anticipate the RFP for the EPA 319h Tribal Grants will be out shortly and will vigorously pursue those funds.

In conclusion, we would like to thank the Tribal Council for their continued support. If you have any questions, please do not hesitate to call me at (530) 469-3454 or email me at [ecrosby@karuk.us](mailto:ecrosby@karuk.us)

Earl Crosby  
Watershed Restoration Coordinator

#### ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

##### **EPA PPG**

- Meeting the PPG Grant Program Objectives
- Preparing 4<sup>th</sup> Quarter Report
- Contractor invoice tracking
- Process invoices from consultants
- Prepare documents for Council review/approval

##### **Energy Program**

- Bob Rohde has been working with contractor, project specifications, and RFP's for the DNR Complex Project, and procurement of a commercial gas range
- We are still waiting to hear about an extension request submitted for the DNR Complex project

#### BUDGETS/ Bob Rohde

Current and on-going daily/weekly/monthly tasks

- Review monthly fiscal documentation, prepare and distribute budget summary reports for Natural Resources staff
- Continuous budget modifications to adjust for change in indirect and wage adjustments
- Create requests for proposals (RFP)
- Develop, modify and process contracts
- Continuous updating and modification of project status spreadsheet
- Develop, modify and process agreements
- PAN (Personnel Action Notice) wage and billing code adjustments
- Prepare resolutions and process proposals for Council approval
- Assist all coordinators with budget management activities
- Meet with coordinators for project/budget review

**Attachments for Council review; to be presented at the next council meeting:**

If any questions or comments, please contact either Bob Rohde Email: [brohde@karuk.us](mailto:brohde@karuk.us), or 530-627-3446 x 3016, or Carlotta Whitecrane [cwhitecrane@karuk.us](mailto:cwhitecrane@karuk.us), or 530-627-3446 x 3014.

**KARUK TRIBE  
FUNDING REQUEST  
BIA FY 2012 Water Resources Planning & Pre-Development and the Water Rights  
Negotiations/Litigation Programs**

1. **DATE OF REQUEST:** September 15, 2012
2. **TRIBE:** Karuk Tribe
3. **PROJECT NAME AND PURPOSE:** *Implementation of Klamath Settlement Agreements.* The Karuk Tribe is one of over 40 signatories to two Agreements aimed at restoring the ecological and economic vitality of the Klamath Basin. Implementation of these Agreements requires the Karuk Tribe to participate in environmental reviews, development of fisheries restoration and reintroduction plans, and water quality improvement plans. Inherent to this process is continued negotiation and collaboration with representatives from the Department of Justice and the Secretaries of Interior, Agriculture, and Commerce. If fully implemented, these Agreements would settle a large portion of the bitterly disputed water rights claims (and potential claims) in the Klamath Basin and establish flow allocations to meet the needs of fish and farms in the Klamath Basin.
4. **FUNDING AMOUNT REQUESTED:** \$158,370
5. **TYPE OF REQUEST:** **Water Rights Litigation/Negotiation**
6. **PROJECT MANAGER:** S. Craig Tucker, Ph.D.  
PO Box 282, Orleans CA 95556  
916-207-8294  
[ctucker@karuk.us](mailto:ctucker@karuk.us)
7. **PREPARED BY:** S. Craig Tucker, Ph.D.  
PO Box 282, Orleans CA 95556  
916-207-8294  
[ctucker@karuk.us](mailto:ctucker@karuk.us)
8. **FEDERAL AGENCY CONTACT REGARDING NEGOTIATION:**  
  
John Bezdek  
Senior Advisor to Chief of Staff of Secretary of Interior  
[John\\_Bezdek@ios.doi.gov](mailto:John_Bezdek@ios.doi.gov)  
970-759-2813
9. **PROJECT DESCRIPTION:**

a. **Scope of Work**

The Karuk Tribe, along with neighboring Tribes, US Departments of Commerce and Interior, the states of California and Oregon, and numerous other parties entered into a pair of connected Settlement Agreements February 18, 2010. The Agreements essentially represent a blueprint for the largest river restoration plan in United States history. In addition to dam removal, the Agreements call for irrigation upgrades and increased water storage for the Klamath Basin Irrigation Project and other related restoration actions aimed at restoring the Klamath fishery in a manner that provides economic security for all of the Basin's diverse rural economies.

The Klamath Hydropower Settlement Agreement (KHSAs) describes a pathway to removing the lower four Klamath Dams in 2020, pending a positive determination by the Secretary of Interior as to whether or not dam removal benefits the fishery and is otherwise in the public interest. This Secretarial Determination must comply with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). The Secretary has directed an interdepartmental federal team to study impacts of dam removal on the environment and economy of the Basin. The results of these studies have already been released in the form of a draft Environmental Impact Statement/ Environmental Impact Report. We expect final reports out later this year.

The Karuk Tribe is a Coordinating Agency for preparing these environmental reports. The Tribe must provide input into various subgroups studying the issue and be prepared to provide technical comments and review throughout the process.

The related Klamath Basin Restoration Agreement (KBRA) describes a near basin-wide restoration strategy for dealing with impacts of dams in the interim period prior to dam removal, a new approach to managing river flows, and a reintroduction plan for anadromous fishes whose migration to the upper basin is currently blocked by the dams.

Additionally, the Tribe will be working with other fisheries managers in state, federal, and Tribal governments to develop a series of fisheries restoration plans, water quality improvement plans, dam removal plan, drought plan and more. Some of these plans will be subject to additional NEPA review and/or ESA consultation.

The Karuk Tribe is participating in several subcommittees, including the Technical Advisory Team, the Klamath Basin Coordinating Council, and Technical Coordinating Team that provide the organizational structure for developing and implementing these plans and programs and generally providing oversight to implementation of the Agreements.

The Klamath Basin Advisory Council and Technical Advisory Team are a group and subgroup respectively that provides recommendations to Federal Agencies. The Klamath Basin Coordinating Council provides coordination and oversight of various elements of the Agreements not requiring recommendations to Federal Agencies. Participation in each of these committees is important to ensure the Agreements are properly implemented to meet the terms and conditions necessary to resolve outstanding and potential water rights and tribal trust claims against the United States as outlined in the Klamath Basin Restoration Agreement.

For many of the provisions of these Agreements, detailed implementation plans must be developed through ongoing negotiations by Parties to the Agreements along with the appropriate federal agencies, the federal administration, and Department of Justice.

#### **b. Proposed Methodology**

- The Settlement Coordinator will organize Tribal participation in all facets of the Klamath Settlement process and implementation of the Agreements. Karuk interests will be forwarded through the direct involvement of Tribal staff and consultants as well as the Traditional Ecological Knowledge of Tribal members and elders as restoration plans, drought plans, etc. are developed, reviewed, and implemented.
- The Settlement Coordinator will represent the Tribe on various governing committees created by the Agreements as well as represent the Tribe in associated ESA and Tribal Trust consultations with federal agencies.
- The Settlement Coordinator will be responsible for developing written comments submitted to the formal record of the proceedings.
- Settlement Coordinator will serve as Public Relations Officer to communicate to Tribal members as well as the general public the Karuk Tribe's positions and goals for each process as necessary.

#### **c. Project Deliverables**

Deliverables include:

- Written comments on draft restoration, reintroduction, and water quality plans
- Written comments on environmental impact statements evaluating restoration, reintroduction, and water quality plans
- Various technical and cultural impact reports to be filed in NEPA record

**d. Time to Accomplish Work**

This project is on-going. The Klamath Hydroelectric Settlement Agreement calls for dam removal by 2020. However, the next fiscal year will be key as we complete the NEPA and CEQA analyses and implement key water quality improvement measures detailed in the Klamath Hydroelectric Settlement Agreement.

**e. Description of Past Accomplishments**

Over the past five years, the Karuk Tribe has actively participated in the FERC relicensing of the Klamath Dams, generating comments and technical reports for the FERC record. Simultaneously, the Tribe was a key participant in the settlement negotiations that led to the development of both the Klamath Hydroelectric Settlement Agreement and the Klamath Basin Restoration Agreements. These complex agreements would, if fully implemented, direct the largest river basin restoration effort in America and end decades of conflict between Tribes, farmers, fishermen, and utility PacifiCorp. This includes resolution of outstanding and potential Indian water rights claims. The negotiations culminated with over 40 parties signing the agreements in February 2010.

**f. Current Status of Litigation/Negotiation**

The implementation of the Klamath Agreements is being evaluated in a NEPA compliant process managed by the Department of Interior. The Final Environmental Impact Statement is due to be released in late 2012. Restoration plans pursuant to the Agreements are currently being developed. The Secretary of Interior will be called on to judge, based on the NEPA documents and other information, whether or not implementation of the Agreements is in the public interest. This action must be preceded by congressional approval of the Agreements. (Implementing legislation has been introduced in the House and the Senate.)

In FY 2013 we will continue to negotiate how restoration funds described by the Klamath Basin Restoration Act will be spent, develop specific actions to address water quality impairments pursuant to terms of the Klamath Hydroelectric Settlement Agreement, and further develop fish reintroduction and restoration plans. The final language of the Environmental Review Documents including the Secretarial Determination Overview Report must be negotiated with Department of Justice and Interior.

**10. BUDGET JUSTIFICATION**

A. Budget breakdown (annually)

|                                    |          |
|------------------------------------|----------|
| Personnel                          |          |
| Wages                              | \$68,126 |
| Fringe                             | \$13,807 |
| Supplies                           |          |
| Shipping                           | \$500    |
| Misc. supplies                     | \$1,500  |
| Travel                             | \$25,000 |
| Scientific analysis and consulting | \$30,000 |
| Indirect Costs (13.96%)            | \$19,437 |

B. Total amount requested from BIA \$158,370

**11. HISTORY OF PAST FUNDING**

FY 2012:

FY 2011:

FY 2010:

**12. KEY ACCOMPLISHMENTS PAST 3 YEARS:**

- Was a leader in negotiating the Klamath Basin Restoration Agreement
- Was a leader in negotiating the Klamath Hydroelectric Settlement Agreement
- Was a leader in negotiating Interim Mitigation Measures that PacifiCorp must implement between now and dam removal
- Worked with Parties to Agreements to develop Klamath Basin Drought Plan
- Participated in Klamath Water Quality Conference which was funded pursuant to Klamath Hydroelectric Settlement Agreement. Represents first steps in developing basin-wide water quality improvement plan.

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**Karuk Community Health Clinic**

64236 Second Avenue  
Post Office Box 316  
Happy Camp, CA 96039  
Phone: (530) 493-5257  
Fax: (530) 493-5270

# Karuk Tribe

**Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322  
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

**Karuk Dental Clinic**

64236 Second Avenue  
Post Office Box 1016  
Happy Camp, CA 96039  
Phone: (530) 493-2201  
Fax: (530) 493-5364

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October

Regional Forester Randall Moore  
1323 Club Drive  
Vallejo, CA 94592

RE: USFS Water Rights on the Scott River

Ayukii Mr. Moore:

The Karuk Tribe is writing to communicate its disappointment in the Forest Service for failing to follow through on commitments to the Karuk Tribe regarding USFS water rights on the Scott River.

As you may recall, in the summer of 2010, Karuk Tribal staff offered you and your staff a presentation highlighting the issues surrounding the USFS water right on the Scott River. The point of our presentation then was to inform the USFS that 1) the Scott River represents a critical habitat for coho and Chinook salmon, 2) this habitat has been degraded by systematic dewatering of the river by surface and groundwater diversions, and 3) the USFS water right, granted to protect flows for fish, is rarely met in critical summer and fall months.

These concerns were reiterated in a letter from the Tribe to USFS dated September 14, 2011. In this letter we requested that the USFS write the California Water Resources Control Board and formally put a call on any water rights holders junior to USFS. In your written response to our request dated December 12, 2011, you stated, *“If the minimum flows for the adjudicated water right are not met in the future, the agency will consider contacting the State Water Resources Control Board.”*

We note that the USFS water right has not been met since August 3<sup>rd</sup> of this year. This creates poor conditions for juvenile salmon and steelhead rearing in the Scott River. In addition, we are currently observing hundreds of adult salmon collecting at the mouth of the Scott, unable to migrate upstream to spawning grounds. At this time there is a real threat of an adult fish kill of salmon trying to migrate up the Scott River.

In government to government meetings earlier this year, we were told by Klamath National Forest Supervisor Patricia Grantham that she would notify the California Water Board in writing when and if the USFS water right was not met. As of the writing of this letter, no such notification has been sent to the Water Board by the USFS.



The Karuk Tribe has been patient with the USFS, working hard to educate yourself and your staff on the legal and ecological issues at hand. However, we are becoming increasingly frustrated as the USFS fails to follow through on its commitments and responsibilities.

Our specific request that you notify the California Water Board that the USFS' adjudicated water right is not being met represents the most modest of steps towards meeting your public and tribal trust responsibilities on the Scott River. After two years of discussing the matter, all we have received from the USFS is empty promises.

This is made all the more disappointing given that the recently signed Memorandum of Understanding between the USFS and the Tribe over management of the Katimiin Cultural Management Areas was hailed as the start of a new era of collaboration. Sadly, the USFS's failure to address the Scott River issue shows otherwise.

As of today, council has directed staff to not meet directly with USFS personnel on any matter until we can have a government to government meeting directly with you and resolve this matter.

Please contact our council secretary, Barbara Snider, to arrange an appropriate time and place for such a meeting.

Yootva,

Russell "Buster" Attebery  
Chairman

Enclosures (2)

Cc: Congressman Mike Thompson  
Senator Dianne Feinstein  
Senator Barbara Boxer  
Chief Tom Tidwell

# Memorandum

October 12, 2012

**TO: The KBRA Parties**

**FROM: Edward W. Sheets, Facilitator**

**SUBJECT: First Amendment to the Klamath Basin Restoration Agreement**

The attached document identifies potential revision to specific sections of the Klamath Basin Restoration Agreement (KBRA) and other terms of a proposed “First Amendment” to the KBRA that has been prepared by a drafting committee. This transmittal of the proposed amendments initiates a formal process to amend the KBRA. The “First Amendment” will not become effective unless approved by all existing KBRA Parties.

This “First Amendment” operates as a single package that would make various modifications. The proposed amendments are shown in track change. Proposed new language is underlined; language proposed for deletion is shown in captions in the right-hand column.

Please review the “First Amendment”. If your organization agrees to the amendments, your authorized representative should sign at the appropriate place in the signatures section. Please return the signed copies to me at [ed@edsheets.com](mailto:ed@edsheets.com) or mail them to 4545 Sand Point Way, NE, Suite 801, Seattle, WA, 98105.

## **Background**

On August 16, 2011, I transmitted to the Parties to the KBRA certain proposed amendments for review and consideration. Those proposed amendments, developed by the Klamath Tribes and federal representatives, addressed potential unintended consequences that could result under the KBRA as it exists. Primarily, those proposed amendments related to possible effects of changes to Appendix C-2 of the KBRA on the exchange of commitments between the Klamath Tribes and the United States. For additional information, please review the memorandum dated August 16, 2011 from me to the parties to the KBRA and Klamath Hydroelectric Settlement Agreement.

Subsequently, a drafting committee formed to review the proposed amendments and make recommendations. The committee’s general recommended approach was a subject of the KBCC meeting on September 9, 2011. The KBCC concluded that it was important to address the issues identified by the Tribes and that it made sense to update and “clean up” the agreement.

The drafting committee circulated an internal review draft of potential amendments in December 2011. Based on comments from KBRA Parties and other review, the

committee revised the proposed amendments and circulated a second internal review draft on October 1, 2012.

The drafting committee believes that some of the amendments in this package would not, themselves, justify undertaking a process for amendment of the KBRA at this time. However, given the recognition that there is a need to address some issues now, the First Amendment includes various changes that the drafting committee identified as appropriate.

Several of the amendments relate to the reality that federal legislation was not introduced or enacted as early as the Parties had anticipated as of February 2010, and to other factors related to experience in implementation under the circumstances. One such amendment would modify Section 7.6 to provide that the agreement may terminate as of December 31, 2014 if federal legislation has not been enacted, revising the December 31, 2012 date now in the KBRA. This is consistent with the draft First Amendment draft transmitted to you late last year; the attached "First Amendment" also includes procedures for addressing similar circumstances in the future. As you will observe, the proposed "First Amendment" would also add a new party, the Klamath Basin Power Alliance.

**FIRST AMENDMENT TO  
THE KLAMATH BASIN RESTORATION AGREEMENT  
FOR THE SUSTAINABILITY OF PUBLIC AND TRUST RESOURCES  
AND AFFECTED COMMUNITIES**

RECITALS

1. Effective February 18, 2010, Non-Federal Parties entered into the Klamath Basin Restoration Agreement for the Sustainability of Public and Trust Resources and Affected Communities (Agreement).
2. The Parties have identified and agreed to certain amendments to the Agreement and related terms that are consistent with the goals of the Agreement and intent of the Parties, embodied in this “First Amendment to Klamath Basin Restoration Agreement for the Sustainability of Public and Trust Resources and Affected Communities” (First Amendment).

TERMS

A. The Agreement is amended as follows; the words shown in deleted captions in the right margin are stricken, words that are underlined are inserted where shown:

1. The third sentence of Section 1.1.2 is amended as follows:

Upon enactment of Authorizing Legislation that directs the Secretaries to sign this Agreement and the signing of this Agreement by the Secretaries the following agencies of the United States (“Federal Agency Parties”) shall become Parties to this Agreement:

Deleted: authorizes and

Deleted: the federal agencies to become parties to this Agreement

2. Section 1.6 is amended as follows:

Except as otherwise expressly provided, the term of the Agreement as to Contractual Obligations shall be 50 years from the date the Federal Agency Parties become Parties to this Agreement pursuant to Section 1.1.2,

Deleted: Effective Date

3. In Section 1.7, the definition of “Klamath Project Water Users or KPWU” is amended as follows:

**Klamath Project Water Users or KPWU** shall mean: those of the following contractors associated with the Klamath Reclamation Project who are Parties: ... [The rest of the definition is not changed].

Deleted: of the

4. In Section 1.7, the definition of “Klamath Project Water Entities” is amended as follows:

**Klamath Project Water Entities** shall mean: those of the following entities who are Parties; ... [The rest of the definition is not changed].

**Deleted:** Klamath Project Water Users who will file a validation or confirmation action pursuant to Section 15.3.1B

5. In section 1.7, the definition of “On-Project Plan Area” is amended as follows:

**On-Project Plan Area**, or **OPPA**, shall mean: the areas that rely in whole or part on water diverted from the Settlement Points of Diversion identified in Appendix E-1, exclusive of all of LKNWR other than Area K lands. The Parties confirm that Langell Valley Irrigation District and Horsefly Irrigation District are not within the OPPA as so defined.

6. In section 1.7, the definition of “Secretaries” is amended as follows:

**Secretaries** shall mean: the Secretary of the Interior or designee, the Secretary of Commerce or designee, and the Secretary of Agriculture or designee.

**Deleted:** ies

7. The first sentence of Section 4.1.2.B is amended as follows:

Subject to Section 4.1.2.C., the KBCC shall amend estimated funding in Appendix C-2 or any successor as appropriate if any event occurs that materially affects the cost, feasibility, or benefits of performance of an obligation under this Agreement, including adaptive management pursuant to Section 5.4.1.

**Deleted:** The KBAC or KBCC, as applicable,

8. Amend Section 4.1.2 by adding a new Section 4.1.2.C as follows:

**C. Limitation**

Notwithstanding any provision of Section 4.1.2.B to the contrary, the KBCC shall not: i) amend Appendix C-2 in a manner that diminishes the funds for the programs described in Sections 15.3.5.C.iii and iv, Sections 15.3.6.B.iii.c and d, or Sections 15.3.7.B.iii.c and d without the consent of the authorized representative of the affected Tribe and the Secretary; ii) amend Appendix C-2 in a manner that diminishes the funds identified under line items 66 or 90 without the consent of KWAPA and KWUA; iii) amend Appendix C-2 in a manner that diminishes the funds identified under line item 70, 71, or 83 without the consent of UKWUA; or iv) amend Appendix C-2 in a manner that diminishes the funds identified under line items 72-75 or 91 without the consent of KWAPA, KWUA, and UKWUA. For purposes of this Section 4.1.2.C, Appendix C-2 means the

version of Appendix C-2 adopted by the KBCC on June 17, 2011, or any successor that is adopted by the KBCC consistent with Section 4.1.2.B and this Section 4.1.2.C.

9. Section 7.2.1.F is amended as follows:

In response to an event in Section 7.2.1.A through E above, the Parties shall: (i) develop an appropriate amendment through the KBCC, KBAC, or otherwise; or (ii) follow the Dispute Resolution Procedures in Section 6 if the KBCC or KBAC has not Timely commenced to develop such an amendment. Pursuant to (ii), any Party who objects that such an event impairs its bargained-for benefits under this Agreement shall make Best Efforts to provide Dispute Initiation Notice within 60 days of such event; provided that a Party's rights under this Agreement or otherwise are not modified or waived in any manner if it does not Timely provide such Notice.

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Deleted: response to an event in Section 7.2.1.A through E above.

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10. Section 7.6 is amended as follows:

## 7.6. Termination

### 7.6.1. Termination

This Agreement shall be terminable before the date provided in Section 1.6 if either of the following events occur and a cure for that event is not achieved pursuant to Section 7.6.2:

Deleted: terminate

- A. By December 31, 2014, federal Authorizing Legislation has not been enacted; or
- B. At any time, the Parties agree by Consensus to terminate the Agreement.

Deleted: 2012

### 7.6.2. Cure for Potential Termination Event

If the event described in Section 7.6.1.A has occurred, and a Party believes that the bargained for benefits are no longer achievable and therefore, this Agreement should be terminated, the Party shall provide a Dispute Initiation Notice under Section 6.5.1 within 60 days following the date in Section 7.6.1.A. If the Dispute Initiation Notice is given within 60 days, the Parties shall use the Dispute Resolution Procedures specified in Section 6.5 to determine whether to adopt a mutually agreeable amendment to the Agreement, including an amendment to the applicable deadline in Section 7.6.1.A. Such amendment shall require Consensus of the Parties, by the end of the calendar year in which the Dispute Initiation Notice was given. If, by that date, the procedures have not resulted in amendment of the Agreement and federal Authorizing Legislation still has not

Deleted: A Party who believes that

Deleted: who

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Deleted: deem the event to conform to this Agreement, or

Deleted: . These procedures shall conclude within 90 days of the Dispute Initiation Notice.

been enacted and the Party who provided the Dispute Initiation Notice has not given Notice of withdrawal of such Dispute Initiation Notice, the Agreement shall terminate. If a Dispute Initiation Notice under the first sentence of this Section 7.6.2 is not given within 60 days following the date in Section 7.6.1.A and the Agreement has not terminated under this Section, then the date in Section 7.6.1.A shall be extended by one year without further action by the Parties, including for purposes of the procedures of this Section 7.6.2.

11. The references to funding in the following sections are amended as follows:

**Section 5.3 Funding of Coordination and Oversight**

The Non-Federal Parties shall support authorizations and appropriations of funding as estimated in Appendix C-2 to fund the coordination and oversight structure.

**Section 9.3 Fisheries Program Funding**

The Non-Federal Parties shall support authorization and appropriation of funds as estimated in Appendix C-2 to implement the Fisheries Program.

**Section 14.3. Water Resources Program Funding**

The Non-Federal Parties shall support authorization and appropriation of funds as estimated in Appendix C-2 to implement the Water Resources Program.

**Section 21.5. Regulatory Assurances Funding**

The Non-Federal Parties shall support authorizations and appropriations of funds as estimated in Appendix C-2 to implement the Regulatory Assurances Program.

**Section 26.4. Counties Program Funding**

The Non-Federal and non-State Parties shall support state authorizations and appropriations of funding in the amounts estimated in Table 2: Non-Federal Funding to Implement the Non-Federally Funded Activities in the Klamath Agreements in Appendix C-2 to implement the Counties Program.

**Section 31.3. Tribal Program Funding**

The Non-Federal Parties shall support authorizations and appropriations, in addition to existing funds, as estimated in Appendix C-2 to implement the Tribal Program.

**Section 32.2. Term of Funding**

The Non-Federal Parties shall support authorization and appropriation of funds, as estimated in Appendix C-2.

Deleted: , in the amount of \$3.3 million

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Deleted: for the first ten years after the Effective Date.

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Deleted: , in the amount of \$47.5 million,

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Deleted: ,

Deleted: determined after adjustment to the estimates

Deleted: ,

Deleted: for the first ten years after the Effective Date

Deleted: in the amount of \$65 million

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12. A new sentence is added to Section 15.1.2.E as follows:

**Section 15.1.2.E. Refuge Allocation**

The Refuge Allocation shall be comprised of water for the following: LKNWR wetlands; LKNWR cooperative farming lands; refilling of TLNWR sumps after intentional draining by the Refuges (as identified in Section 15.1.2.E.iii.b); Refuge-approved walking wetlands (as identified in Section 15.1.2.E.iii.a); conveyance losses, if any, resulting from bypassing water at Anderson-Rose Dam solely for LKNWR wetlands, (as identified in Section 15.1.2.E.iii.c); and conveyance losses for any delivery to LKNWR via North Canal (as identified in Section 15.1.2.E.iii.d). The Refuge Allocation shall: be provided through water diverted under the DIVERSION, identified in Appendix E-1, or from other sources used in the Klamath Reclamation Project in the OPPA and delivered through Klamath Reclamation Project facilities, and shall be based on two periods: November through February (winter period Refuge Allocation) and March through October (summer period Refuge Allocation). Notwithstanding any other terms of this Agreement, no call will be made for water from Clear Lake or Gerber Reservoir or the Lost River above Harpold Dam for delivery to meet the Refuge Allocation in this Agreement. This limitation with respect to the Refuge Allocation under this Agreement is subject to the first two sentences of Section 2.2.11 and any rights or privileges attendant to any water rights that may be determined.

13. Section 15.1.2.F. is amended as follows:

**i. Summer Period Shortage**

The amount of the Refuge Allocation is a function of the predicted availability of water from Upper Klamath Lake and the Klamath River. Thus, in any year that the applicable DIVERSION quantity from Upper Klamath Lake and the Klamath River, for the summer period (March 1 through October 31) identified in Appendix E-1 is greater than the quantity of water from Upper Klamath Lake and the Klamath River, available for diversion at the Settlement Points of Diversion for the Klamath Reclamation Project, the difference between the applicable DIVERSION quantity and the amount available for diversion at the Settlement Points of Diversion by the Klamath Reclamation Project (the deficit) shall be addressed as follows: [The rest of 15.1.2.F. is not changed]

Deleted: In any year that the applicable DIVERSION quantity

Deleted: not

**ii. Winter Period Shortage**

In any year that the applicable DIVERSION quantity for the winter period (November through February), identified in Appendix E-1, is not available for diversion by the Klamath Reclamation Project, shortage will be shared based on a plan to share shortages agreed upon by the Refuge Manager and KPWU. The plan will be completed within one



year of the date the Federal Agency Parties become Parties to this Agreement pursuant to Section 1.1.2

Deleted: Effective Date

14. Section 15.1.2.G.v is amended as follows:

Not later than one year before the deadline for completion of development of the On-Project Plan under Section 15.2.2.B.i, the Refuge Manager, Reclamation, TID, and KDD will agree to the general parameters of delivery of the Refuge Allocation.

Deleted: after the Effective Date

15. The second sentence of Section 15.1.2.H.ii is amended as follows:

The Refuge Manager and KPWU shall, within one year of the date the Federal Agency Parties become Parties to this Agreement pursuant to Section 1.1.2, develop an agreed-upon system to determine whether water was passed through the LKNWR lands outside of Area K lease lands.

Deleted: agencies

Deleted: Effective Date

16. Add a new Section 15.1.3

#### 15.1.3 No Effect on OWRD Authority

Notwithstanding any terms of this Section 15.1, nothing in Section 15.1 or this Agreement affects OWRD's authority, discretion, or obligations to determine and administer water rights, and nothing in Section 15.1 or this Agreement creates any exception to the first two sentences of Section 14.2.

17. The first sentence of Section 15.2.2.B.i is amended as follows:

Not later than July 31, 2013, KWAPA shall complete the development of the On-Project Plan consistent with Section 15.1.2.D.i.

Deleted: 18 months after distribution to KWAPA of the On-Project Plan development funds estimated in Appendix C-2 (first entry in item 66)

18. Section 15.3.1 is amended by adding, immediately after Section 15.3.1.E, new Sections 15.3.1.F and 15.3.1.G, as follows:

#### F. Limitation

Section 15.3.1.A.ii and Section 15.3.1.B only apply to a Klamath Project Water Entity with respect to this Agreement as this Agreement existed on the date the Klamath Project Water Entity became a Party.

#### G. Modification

In the event any provision of Section 15.1.2 is modified or refined after the Effective Date, including due to completion of specific items reserved in

Section 15.1.2 to future resolution, such terms will be reflected appropriately in Attachment B of Appendix E-1 as ultimately filed.

19. Section 15.3.5 is amended as follows:

**15.3.5 Relinquishment and Release of Claims Against the United States by the Klamath Tribes**

[No changes in subsections A and B]

**C. Events that Must Occur Before the Klamath Tribes Relinquish and Release Claims**

The Klamath Tribes' relinquishment and release of claims set forth in Section 15.3.5.A shall not be in force or effect until the date on which the Secretary publishes a statement of findings in the Federal Register that certain conditions precedent that benefit the Klamath Tribes have been fulfilled. The Klamath Tribes' relinquishment and release shall be effective from the date of publication of this notice. Reference in Section 15.3.5 to Appendix C-2 means the version of Appendix C-2 adopted by the Klamath Basin Coordinating Council on June 17, 2011, or such other version of Appendix C-2 approved by the KBCC, and the authorized representatives of the Secretary, and the Klamath Tribes consistent with Section 4.1.2.C. These conditions precedent are as follows:

- i. Authorizing Legislation, which authorizes the relinquishments and releases above, and includes authorization for the United States and the Klamath Tribes to irrevocably make the Assurances stated in Section 15.3 and authorizes the United States to participate in the OPWAS process under Section 16.2.1, has been enacted into law;
- ii. The Secretary has published the notice provided for in Section 15.3.4.A concluding that the beneficial events enumerated there for the Klamath Tribes have been accomplished;
- iii. The total amount of funding identified for the elements of Appendix C-2 associated with the planning and implementation of Phase I and Phase II of the Fisheries Restoration Plan, Phase I of the Fisheries Reintroduction Plan, the Fisheries Monitoring Plan, the Water Use Retirement Program, the Interim Flow and Lake-level Program, and the Regulatory Assurances Programs, as specified in Sections 10, 11.3.1, 12, 16.2, 20.4, and 22.2 has been authorized and appropriated, provided that, of these total funding amounts, the following amounts have been appropriated and transferred to the Klamath Tribes to perform the relevant actions: (1) fifty percent of the funds identified to perform restoration actions in Appendix C-2 line items 3-5 (Williamson, Sprague, and Wood river aquatic habitat restoration) and monitoring actions in line items 51 (UKL analysis of long-term data sets), 52 (UKL listed suckers), 54 (tributaries

geomorphology/riparian vegetation), 55 (tributaries physical habitat), 56 (tributaries listed suckers), and 59 (remote sensing acquisition and analysis), and (2) the funds identified to perform monitoring actions in line items 48 (UKL nutrients/algae/zooplankton), 50 (UKL external loading), and 53 (tributaries water quality/nutrients/temperature);

iv. The total amount of funding identified for the elements of Appendix C-2 associated with Sections 32 and 33 has been authorized and appropriated, and funding has been Timely provided to the Klamath Tribes consistent with Section 33.2.1 to allow the Tribes to acquire the Mazama Forest;

v. Facilities Removal as defined by the Hydroelectric Settlement has occurred; and

vi. The petition described in Section 34 has been granted or rendered unnecessary to achieve the purpose of Section 34, or the equivalent benefits contemplated in Section 34.2 are in place and effective.

The Secretary's notice published under this section that the events in (i) through (vi) above have taken place is deemed a final agency action reviewable under 5 U.S.C. section 701.

#### **D. Federal Authorizing Legislation and Subsections 15.3.5.C.iii & iv.**

Notwithstanding the notice deadline in Section 3.2.4.B.vi, if the Klamath Tribes believe that the federal Authorizing Legislation is not materially consistent with Subsections 15.3.5.C.iii & iv and their related elements in Appendix C-2, then within 180 days after enactment of federal Authorizing Legislation, the Klamath Tribes shall initiate a renegotiation with the Secretary of the term of the relinquishment and release of claims set forth in Section 15.3.5.A. If the Klamath Tribes initiate such renegotiation, Section 15.3.5.E shall no longer apply until an agreement between the Secretary and the Klamath Tribes to amend Section 15.3.5.A is reached and takes effect. "Material consistency", as related to this subsection, means that the legislation does not substantially diverge from the bargained-for benefits of this Agreement, as proposed to be implemented through Sections 15.3.5.C.iii & iv and their related elements in Appendix C-2. The purpose of the renegotiation in this circumstance shall be to develop a mutually agreeable amendment to Section 15.3.5., to maintain the bargained-for benefits of that Section. The meaning of "materially consistent" in this subsection shall not control the application of the term "materially inconsistent" in Section 8.11.2.A. of the Hydroelectric Settlement. The Klamath Tribes or the Secretary may file a Dispute Initiation Notice under Section 6.5 if sufficient progress is not Timely made in the renegotiation. The amendment to Section 15.3.5 shall not have the effect of modifying or affecting the Contractual Obligations of the United States, Federal Agency Parties, or the Klamath Tribes to any other Party, or otherwise affect the interests of any other Party, without the written consent of such other Party. If such amendment meets these conditions and is mutually agreeable to the

Klamath Tribes and the Secretary, it shall take effect as an amendment to this Agreement without action by other Parties pursuant to Section 7.2.1 (first sentence).

**15.3.5.E Tolling of Claims**

[No changes except subsection number.]

20. Sections 15.3.6.B.iii, iv, and v are is amended as follows:

iii. **Events that Must Occur Before the Yurok Tribe Relinquishes and Releases Claims**

The Yurok Tribe's relinquishment and release of claims set forth in (i) above shall not be in force or effect until the date on which the Secretary publishes a statement of findings in the Federal Register that certain conditions precedent that benefit the Tribe have been fulfilled. The Tribe's relinquishment and release shall be effective from the date of publication of this notice. Reference in Section 15.3.6 to Appendix C-2 means the version of Appendix C-2 adopted by the Klamath Basin Coordinating Council on June 17, 2011, or such other version of Appendix C-2 approved by the KBCC, and the KBCC representatives of the Secretary, and the Yurok Tribe consistent with Section 4.1.2.B.

These conditions precedent are as follows:

- a. Authorizing Legislation, which authorizes the relinquishments and releases above, and includes authorization for the United States and the Tribe to irrevocably make the Assurances stated in Section 15.3 has been enacted into law;
- b. The Secretary has published the notice provided for in Section 15.3.4.A concluding that the beneficial events enumerated there for the Tribe have been accomplished;
- c. The total amount of funding identified for the elements of Appendix C-2 associated with the planning and implementation of Phase I and Phase II of the Fisheries Restoration Plan, Phase I of the Fisheries Reintroduction Plan, the Fisheries Monitoring Plan, the Water Use Retirement Program, the Interim Flow and Lake-level Program, and the Regulatory Assurances Programs, as specified in Sections 10, 11.3.1, 12, 16.2, 20.4, and 22.2 has been authorized and appropriated.
- d. The total amount of funding identified for the elements of Appendix C-2 associated with those provisions of Sections 31 through 33 pertinent to the Yurok Tribe has been authorized and appropriated; and
- e. Facilities Removal as defined by the Klamath Hydroelectric Settlement Agreement has occurred.

The Secretary's notice published under this section that the events in (a) through (e) above have taken place is deemed a final agency action reviewable under 5 U.S.C. section 701.

**iv Federal Authorizing Legislation and Sections 15.3.6.B.iii.c and d**

Notwithstanding the notice deadline in Section 3.2.4.B.vi, if the Yurok Tribe believes that the federal Authorizing Legislation is not materially consistent with Sections 15.3.6.B.iii.c and d and their related elements in Appendix C-2, then within 180 days after enactment of federal Authorizing Legislation, the Yurok Tribe shall initiate a renegotiation with the Secretary of the terms of the relinquishment and release of claims set forth in Section 15.3.6.B.i.. If the Yurok Tribe initiates such renegotiation, Section 15.3.6.B.v shall no longer apply until an agreement between the Secretary and the Yurok Tribe to amend Section 15.3.6.B.i is reached and takes effect. "Material consistency," as related to this subsection, means that the legislation does not substantially diverge from the bargained-for benefits of this Agreement, as proposed to be implemented through Sections 15.3.6.B.iii.c and d and their related elements in Appendix C-2. The purpose of the renegotiation in this circumstance shall be to develop a mutually agreeable amendment to Section 15.3.6, to maintain the bargained-for benefits of that Section. The meaning of "materially consistent" in this subsection shall not control the application of the term "materially inconsistent" in Section 8.11.2.A. of the Hydroelectric Settlement. The Yurok Tribe or the Secretary may file a Dispute Initiation Notice under Section 6.5 if sufficient progress is not Timely made in the renegotiation. The amendment to Section 15.3.6 shall not have the effect of modifying or affecting the Contractual Obligations of the United States, Federal Agency Parties, or the Yurok Tribe to any other Party, or otherwise affect the interests of any other Party, without the written consent of such other Party. If such amendment meets these conditions and is mutually agreeable to the Yurok Tribe and the Secretary, it shall take effect as an amendment to this Agreement without action by other Parties pursuant to Section 7.2.1 (first sentence).

**v. Tolling of Claims**

[No change except subsection number]

21. Sections 15.3.7.B.iii, iv, and v are amended as follows:

**iii. Events that Must Occur Before the Karuk Tribe Relinquishes and Releases Claims**

The Karuk Tribe's relinquishment and release of claims set forth in (i) above shall not be in force or effect until the date on which the Secretary publishes a statement of findings in the Federal Register that certain conditions precedent that benefit the Tribe have been fulfilled. The Tribe's relinquishment and release shall be effective from the date of publication of this notice. Reference in Section 15.3.7 to Appendix C-2 means the version of Appendix C-2 adopted by the Klamath Basin Coordinating Council on June

17, 2011, or such other version of Appendix C-2 approved by the KBCC, and the KBCC representatives of the Secretary, and the Karuk Tribe consistent with Section 4.1.2.B.

These conditions precedent are as follows:

- a. Authorizing Legislation, which authorizes the relinquishments and releases above, and includes authorization for the United States and the Tribe to irrevocably make the Assurances stated in Section 15.3 has been enacted into law;
- b. The Secretary has published the notice provided for in Section 15.3.4.A concluding that the beneficial events enumerated there for the Tribe have been accomplished;
- c. The total amount of funding identified for the elements of Appendix C-2 associated with the planning and implementation of Phase I and Phase II of the Fisheries Restoration Plan, Phase I of the Fisheries Reintroduction Plan, the Fisheries Monitoring Plan, the Water Use Retirement Program, the Interim Flow and Lake-level Program, and the Regulatory Assurances Programs, as specified in Sections 10, 11.3.1, 12, 16.2, 20.4, and 22.2 has been authorized and appropriated.
- d. The total amount of funding identified for the elements of Appendix C-2 associated with those provisions of Sections 31 through 33 pertinent to the Karuk Tribe has been authorized and appropriated; and
- e. Facilities Removal as defined by the Klamath Hydroelectric Settlement Agreement has occurred.

The Secretary's notice published under this section that the events in (a) through (e) above have taken place is deemed a final agency action reviewable under 5 U.S.C. section 701.

**iv. Federal Authorizing Legislation and Sections 15.3.7.B.iii.c and d**

Notwithstanding the notice deadline in Section 3.2.4.B.vi, if the Karuk Tribe believes that the federal Authorizing Legislation is not materially consistent with Sections 15.3.7.B.iii.c and d and their related elements in Appendix C-2, then within 180 days after enactment of federal Authorizing Legislation, the Karuk Tribe shall initiate a renegotiation with the Secretary of the term of the relinquishment and release of claims set forth in Section 15.3.7.B.i.. If the Karuk Tribe initiates such renegotiation, Section 15.3.7.B.v shall no longer apply until an agreement between the Secretary and the Klamath Tribes to amend Section 15.3.7.B.i is reached and takes effect. "Material consistency," as related to this subsection, means that the legislation does not substantially diverge from the bargained-for benefits of this Agreement, as proposed to be implemented through Sections 15.3.7.B.iii.c and d and their related elements in Appendix C-2. The purpose of the renegotiation in this circumstance shall be to develop a mutually agreeable amendment to Section 15.3.7, to maintain the bargained-for benefits of that Section. The meaning of "materially consistent" in this subsection shall not control the application of the term "materially inconsistent" in Section 8.11.2.A. of the

Hydroelectric Settlement. The Karuk Tribe or the Secretary may file a Dispute Initiation Notice under Section 6.5 if sufficient progress is not Timely made in the renegotiation. The amendment to Section 15.3.7 shall not have the effect of modifying or affecting the Contractual Obligations of the United States, Federal Agency Parties, or the Karuk Tribe to any other Party, or otherwise affect the interests of any other Party, without the written consent of such other Party. If such amendment meets these conditions and is mutually agreeable to the Karuk Tribe and the Secretary, it shall take effect as an amendment to this Agreement without action by other Parties pursuant to Section 7.2.1 (first sentence).

**v. Tolling of Claims**

[No change except subsection number]

22. Amend Section 16.2.1.D as follows:

**D. Schedule for Negotiations**

Upon the Effective Date, and for a period before the OWRD Adjudicator issues a final order in any of the Klamath Tribes' cases in the Klamath Basin Adjudication, without prior approval of the KBCC (negotiations period), the OPWAS Parties will undertake settlement negotiations to develop a proposed OPWAS. Any Off-Project Irrigator may, during the negotiations period, submit a written proposal of settlement to the Klamath Tribes, who will consider such written proposal.

Deleted: and for a period not to exceed 24 months

23. Section 17.3 is amended as follows:

Eligibility for the benefits of the Power for Water Management Program shall be as provided in this Section. Applicable eligibility criteria described in this Section will be applied for the Power User at each meter. Consistent with Section 1.7, the date of installation of a meter is not relevant to eligibility, and eligibility may exist with respect to pumps or meters installed before or after the Effective Date. Power Users can be eligible whether or not they own land. Where under Section 17.3.2 the eligibility for a Power User depends on activity on land, the eligibility will relate to each meter that records power usage serving specific land.

Deleted: follows

24. Section 17.3.2 is amended as follows:

Subject to any limitations that may exist under Applicable Law for any user or class of users based on geography or other factors, Off-Project Power Users shall be eligible to receive the benefits of the Power for Water Management Program subject to the following. If the Off-Project Power User is not the owner of the land, the Off-Project Power User's eligibility under Sections 17.3.2.C and 17.3.2.D will be based on whether the owner or the Off-Project Power User meets the criteria in Sections 17.3.2.C or 17.3.2.D as applicable.

25. Section 17.3.3 is amended as follows:

Subject to the availability of such information, KWAPA and UKWUA shall provide necessary notifications and other information to PacifiCorp, Bonneville Power Administration, Reclamation, and other parties as necessary with respect to those Power Users who are eligible for benefits of the Power for Water Management Program and its elements, consistent with the eligibility criteria in this section. KWAPA and UKWUA shall be entitled to rely upon the representations of the Power User or a landowner.

26. Section 19.2.3 is amended as follows:

19.2.3.A: The Lead Entity shall develop a draft Drought Plan. It shall provide an opportunity for the Parties to comment on that draft Plan. The draft Plan may include alternatives. The Lead Entity shall also consult with the funding entity during the review by the Parties.

Deleted: by September 30, 2010

19.2.3.B: The Lead Entity shall consider comments from Parties, the Fund Administration Entity, the Department of the Interior, other funding entities, and other entities as appropriate in the course of finalizing the Drought Plan. The members of the Lead Entity shall act by consensus to adopt a Plan. If consensus exists, the Lead Entity shall adopt a Drought Plan and provide Notice.

Deleted: by November 30, 2010

19.2.3.D: The Lead Entity shall submit the adopted Drought Plan to the Department of the Interior: (i) within 30 days of its Notice of adoption, if it does not receive a Dispute Initiation Notice; or (ii) within 120 days following the completion of the Dispute Resolution Procedures if consensus among its members exists.

Deleted: Fund Administration Entity

Deleted: , and not later than January 7, 2011,

Deleted: by March 31, 2011

19.2.3.E: Following receipt of a Drought Plan submittal pursuant to paragraph D, the Department of the Interior shall: (1) ensure completion of any environmental compliance procedures under Applicable Law, (2) review the plan to determine that it includes the elements required by Section 19.2.2, and (3) make a decision on funding Plan implementation, within one year of receipt of the Plan.

Deleted: Fund Administration Entity

Deleted: , by March 31, 2012

19.2.3.F: A Drought Panel shall be convened within 30 days of the deadlines in 19.2.3.D, if the Lead Entity adopts a Drought Plan but does not submit the adopted Plan to the Department of the Interior pursuant to the procedures described in paragraphs (C) and (D.ii) above. The Drought Panel shall be composed of: a representative of the Secretary of the California Natural Resources Agency, a representative of the Natural Resources Director to the governor of Oregon, and a representative of the Secretary. It shall consult with the Fund Administration Entity and the Department of the Interior in the course of preparing the Drought Plan. The Drought Panel shall seek consensus to adopt a Drought Plan. If consensus is not achieved, it will adopt the Plan by majority vote.

Deleted: (i) by December 31, 2010, if the Lead Entity has not adopted a Drought Plan by November 30, 2010 pursuant to the procedures in paragraph (B); or (ii) by April 30, 2011

Deleted: by November 30, 2010,

Deleted: Fund Administration Entity

Deleted: by March 31, 2011



19.2.3.G: If convened pursuant to paragraph (F), the Drought Panel shall adopt the Drought Plan, provide Notice to the Parties, and submit the Plan to the funding entity, within 90 days of the latest deadline in paragraph (F). This Drought Plan (or any predicate decision of the Drought Panel) shall not be subject to the Dispute Resolution Procedures of Section 6.5.

Deleted: by July 31, 2011

19.2.3.H: Following receipt of a Drought Plan submittal pursuant to paragraph (G), the Department of the Interior shall: (1) ensure completion of any environmental compliance procedures under Applicable Law, (2) review the plan to determine that it includes the elements required by Section 19.2.2, and (3) make a decision on funding Plan implementation within one year of receipt of the Plan.

Deleted: Fund Administration Entity

Deleted: , by July 31, 2012

19.2.3.I: If the Department of the Interior does not approve funding of a Drought Plan adopted by the Lead Entity pursuant to paragraph (D), the Lead Entity shall develop a revised Drought Plan within 90 days of a notification by the Department of the Interior that it does not approve funding. Any Dispute Resolution shall be completed within 60 days. If the Lead Entity does not submit the revised Drought Plan to the Department of the Interior within 180 days of a notification by the Department of the Interior that it does not approve funding, because consensus among its members does not exist to adopt the revised Drought Plan or submit it, the Drought Panel shall be convened. It shall prepare and adopt a revised Drought Plan and submit it to the Department of the Interior within 90 days.

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Deleted: by December 31, 2012

19.2.3.J: If the Department of the Interior does not approve funding on the Drought Plan submitted by the Drought Panel pursuant to paragraph G, the Drought Panel shall prepare and adopt a revised Drought Plan and submit it to the funding entity within 90 days of receiving a notification by the Department of the Interior that it does not approve funding.

Deleted: Fund Administration Entity

Deleted: by October 31, 2012

19.2.3.K: The Department of the Interior shall make a decision on the revised Drought Plan adopted under paragraphs (H) or (I), within 180 days of receiving the revised Drought Plan.

Deleted: Fund Administration Entity

Deleted: by April 30, 2013

19.2.3.L: Approval of the Drought Plan submittal by the Department of the Interior, including regulatory review, shall be the final action in this process established by this Section 19.2.3. The Drought Plan shall be effective upon such approval.

Deleted: Fund Administration Entity

27. Amend Section 19.3 as follows:

### **19.3 Emergency**

Reclamation will continue to address emergencies that affect Klamath Reclamation Project facilities under existing authorities. For the purposes of this Section, emergency means a major failure of Klamath Reclamation Project facilities or dikes on Upper

Klamath Lake or Lake Ewauna that affects the storage and delivery of water necessary to meet the commitments of this Agreement.

The Non-Federal Parties shall support funding to address emergencies if they occur.

Delete the rest of the existing Section 19.3.

28. Section 19.4.3 is amended as follows:

Within two years of the Effective Date, Lead Parties shall initiate the assessment process. The assessment will be ongoing and will be intended to provide Klamath Basin stakeholders and resources managers with qualitative and quantitative information on climate change impacts. The Lead Parties may rely upon and use or adopt as their assessment the work conducted by federal agencies under applicable authorities.

29. Sections 22.2, 22.3, and 22.4 are amended as follows:

### **22.2 Section 10 Incidental Take Permit**

As provided in this Section of the Agreement, the Parties anticipate that certain Non-Federal Parties and other non-federal persons or entities will apply for incidental take permits through ESA section 10(a)(1)(B) to seek Regulatory Approval related to actions that may result in incidental take of species that are currently listed or that may become listed under the ESA. Such applications for incidental take permits will address the actions of non-federal persons or entities that occur in geographic areas of the Upper Klamath Basin and Klamath River and its tributaries above the current site of Iron Gate Dam. Because effects of such actions may cause incidental take both above and below the current site of Iron Gate Dam, these applications shall address any effects of such actions on such listed and unlisted Species both above and below the current site of Iron Gate Dam.

#### **22.2.1. Section 10(a)(1)(B) Permit for Listed and Unlisted Species; Klamath Reclamation Project**

The Parties anticipate that Non-Federal parties associated with the Klamath Reclamation Project will seek Regulatory Approval through ESA section 10(a)(1)(B) related to actions that may result in incidental take of species that are currently listed or may become listed under the ESA, including but not necessarily limited to the diversion, use and re-use of water as limited under Section 15.3.1.A and Appendix E-1. Such Non-Federal parties shall apply to NMFS and FWS under ESA section 10(a)(1)(B) and implementing regulations for an incidental take permit(s). Any such application may seek incidental take authorization for the applicant(s) or other persons or entities whose incidental take may be authorized through the permitting on such application under Applicable Law. Subject to Section 22.2.2, such application(s) shall be submitted with a Habitat Conservation Plan(s) developed by the Non-Federal parties. With respect to amounts of

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- Deleted:** Such Non-Federal Parties shall include KWAPA and any other Non-Federal Parties who may incidentally take ESA listed Species and/or who seek regulatory Assurances under this Agreement and the ESA for incidental take of currently unlisted Species
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- Deleted:** based on effects of actions that result from implementation of this Agreement
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- Deleted:** submit applications by themselves or by persons or entities who could obtain a permit for one or more of such Non-Federal Parties; and may submit applications with either
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- Deleted:** , which may include individual incidental take permits or general or programmatic or umbrella incidental take permits for such listed and unlisted Species.

water diverted from Upper Klamath Lake and the Klamath River, in the application(s) and Habitat Conservation Plan(s) submitted by or on behalf of KWAPA or others reliant on the Settlement Points of Diversion, the steps to minimize and mitigate impacts of take and the operating conservation plan shall consist of and provide for the operation of the Klamath Reclamation Project and the Settlement Points of Diversion consistent with the limitations on diversion of water from Upper Klamath Lake and the Klamath River as provided in Section 15.3.1.A and Appendix E-1 and any other applicable provisions of this Agreement. In addition, such application(s) and Habitat Conservation Plan(s) will include other measures as described in Section 22.2.6. The Parties understand that an application by KWAPA and/or other Klamath Reclamation Project interests for a Section 10 permit based on a Habitat Conservation Plan shall embrace a period substantially beyond the term of the Agreement under Section 1.6.

**22.2.2. General Conservation Plan for Use in Application for Section 10(a)(1)(B) Permits**

**A. Development of a General Conservation Plan**

- i. NMFS and FWS shall lead the development of a General Conservation Plan(s) under ESA section 10(a)(1)(B), consistent with NMFS and FWS’ implementing regulations and policy, including the “Five Point Policy” (65 Fed. Reg. 35242) (June 1, 2000). Such General Conservation Plan(s) will provide a conservation plan(s) for activities of non-federal persons or entities not associated with the Klamath Reclamation Project who wish to rely on the General Conservation Plan(s) in applying for an incidental take permit under ESA section 10(a)(1)(B) related to actions not inconsistent with this Agreement that may result in incidental take of species that are listed or could become listed under the ESA. In addition, if requested by KWAPA and KWUA, NMFS and FWS will develop a General Conservation Plan(s) to include specific activities associated with the Klamath Reclamation Project area rather than such activities being addressed in a Habitat Conservation Plan completed by Non-Federal parties as provided under Section 22.2.1 of this Agreement.
- ii. The General Conservation Plan(s) will include: (1) a conservation strategy with biological goals and objectives; (2) use of adaptive management as a tool to address uncertainty in the conservation of covered Species; (3) a monitoring program and reports to provide necessary information to assess compliance, project impacts, progress toward biological goals and objectives, and information for adaptive management; and (4) opportunity for applicant and public participation.

**Deleted:** either (i) use a General Conservation Plan(s) as provided below, or (ii) develop a Habitat Conservation Plan(s) as provided below, and provide any other information and documents necessary to apply to NMFS and FWS for an incidental take permit(s) under ESA section 10(a)(1)(B) and implementing regulations for such listed and unlisted Species.

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- iii. For purposes of eligibility of Off-Project Power Users for the Power for Water Management Program, as provided in Section 17.3.2, the Parties shall support provision that the geographic scope of the General Conservation Plan(s) will be at least co-extensive with the scope of Agreement dated 1956, between the California Oregon Power Company, predecessor in interest of PacifiCorp, and Klamath Basin Water Users Protective Association, as the predecessor in interest of the Klamath Off-Project Water Users Association. To the extent that it sufficiently covers actions on individual properties, this General Conservation Plan(s) will be available for the use of any applicant to include with any other information and documents necessary to apply for an incidental take permit(s) under ESA section 10(a)(1)(B) and implementing regulations.
- iv. In development of the General Conservation Plan(s), NMFS and FWS shall collaborate with interested Tribes, and NMFS and FWS shall coordinate with other interested Parties, applicants, and other stakeholders.

**B. Standards for the General Conservation Plan**

In addition to standards in ESA section 10 and NMFS and FWS' implementing regulations and policy, including use of best scientific and commercial data available, NMFS and FWS' development and implementation of the General Conservation Plan(s), and decision(s) on whether to issue incidental take permits, shall be done in coordination with the Fisheries Restoration and Reintroduction Plans specified in Sections 10 and 11 of this Agreement.

**C. Covered Activities and Potential Measures for the General Conservation Plan**

Activities covered under the General Conservation Plan(s) may include, but not be limited to, diversion and application of water, agricultural operations, grazing, road construction and maintenance, vegetation management, timber management, and actions associated with restoration, management, and maintenance of the riparian corridor. Measures for minimization and mitigation of incidental take under the General Conservation Plan(s) will be based on NMFS and FWS' evaluation, in cooperation with applicants, of site-specific conditions, and may include, but not be limited to, screening of diversions, management of livestock access, protection and enhancement of riparian vegetation, fish passage improvement, culvert replacement, and reduction of erosion and sedimentation from streambanks and roads.

**22.2.3. Alternative to Develop Habitat Conservation Plans for Use in Application of Section 10(a)(1)(B) Permit**

As an alternative to the General Conservation Plan(s) described ~~in Section 22.2.2~~, Parties ~~or others~~ may develop Habitat Conservation Plan(s) for use with other information and documents necessary to apply for an incidental take permit(s) under ESA section 10(a)(1)(B) and implementing regulations for such listed and unlisted Species. In that case, NMFS and FWS shall assist in the development of any such Habitat Conservation Plan(s) and related documents by providing outreach and guidance about statutory, regulatory, and policy standards and by facilitating development of associated application packages that meets applicable standards. In addition, NMFS and FWS shall, without creating new obligations beyond Applicable Law, encourage applicants to develop any such Habitat Conservation Plan(s) consistent with the Fisheries Plans specified in Sections 10, 11, and 12, as applicable. ~~The Parties also recognize that, in some circumstances, certain incidental take of listed species by Non-Federal parties in compliance with terms and conditions of an incidental take statement issued under ESA section 7(b)(4) shall not be considered prohibited taking as provided in ESA section 7(o)(2), and this Agreement does not modify Applicable Law related to this subject.~~

[No changes in subsections 22.2.4, 22.2.5, 22.2.6, or 22.3]

**22.4. Reconsideration of Limitations on Diversions**

This section applies if NMFS or FWS determine or preliminarily determine based on Applicable Law that Reclamation’s action related to operation of the Klamath Reclamation Project, or diversion and use of water from the Settlement Points of Diversion ~~(or permitting of associated incidental take, as applicable)~~, as described in Sections 22.1.2 and 22.2, will result in the following:

- (i) ~~An application under ESA section 10(a)(1)(B) and related conservation plan do not meet the criteria of ESA section 10(a)(2)(B)(ii) or (iv);~~
- (ii) ~~Proposed federal actions would not comply with section 7(a)(2) of the ESA; or~~
- (iii) Reinitiation of formal consultation on any ~~federal action~~, or reopening or ~~revocation or~~ cancellation of any permit may be necessary ~~under Applicable Law~~.

In that event, before seeking any further limitations on diversion, use and reuse of water related to the Klamath Reclamation Project beyond the limitations provided in Appendix E-1 and any other applicable provisions of this Agreement, NMFS and FWS will consider, to the maximum extent consistent with the ESA and any other Applicable Law, whether:

- (i) measures to increase water supply in Upper Klamath Lake as provided in Section 18 are implemented as provided therein;

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- (ii) the Parties have implemented all other relevant obligations under this Agreement for the protection of the affected resources; and
- (iii) there are any reasonably available alternative or additional habitat restoration actions or alternative sources of water.

30. Section 32.1 and 32.3 are amended as follows

**Tribal Participation in Fisheries and Other Programs**

**32.1 Purpose**

The Parties support participation by the Tribes in the Fisheries and other programs under this Agreement. Specifically, funding provided for this purpose shall be used in each Tribe's discretion for the purposes of: (i) building each Tribe's internal capacity to participate in the Collaborative Management and restoration of the fisheries; (ii) administration of each Tribe's fisheries-related programs; and (iii) participation in conservation management programs for habitat above Upper Klamath Lake and on the Klamath River consistent with the goals established under this Agreement.

Deleted: tribal

**32.2** *No change*

**32.3 Other Funding**

In the Collaborative Management of the Environmental Water and resources of the Klamath Basin, and as consistent with Applicable Law, the Tribes shall be priority recipients of eligible federal grants and funds for the Fisheries Program described in Part III.

As part of the Annual Funding Review in Section 13.2, for funding authorized and appropriated to implement Part III of this Agreement, the Federal Agency Parties that receive such appropriated funding shall consult with the Tribes and other Fish Managers each fiscal year to plan and determine the amount of federal funding in excess of federal funding in place at the authorization and execution of this Agreement (annually indexed for inflation) in current and future fiscal years for fisheries restoration, monitoring, reintroduction, and conservation management activities.

**32.3.1 Department of the Interior**

For the Secretary of the Interior, only:

- (i) to the extent additional funds are in fact appropriated pursuant to Part III of this Agreement for implementation of restoration,

monitoring, reintroduction, and conservation management actions by the Tribes, and

(ii) for years that such additional funds are available to the Secretary,

notwithstanding any other provision of the law, the Secretary shall, at the election of the respective Tribe, provide such additional funds to the Tribes, through Titles I and IV of P.L. 93-638, as amended by Title II of P.L. 103-413, or through grants, cooperative agreements, or other arrangements provided that: (1) expenses, including direct and indirect costs, do not exceed those that would be incurred otherwise by the Interior bureaus in accomplishing the same results; (2) the resource actions that will be conducted by any of the Tribes are consistent with the Fisheries Restoration Plan under Section 10, Reintroduction Plans under Section 11, Fisheries Monitoring Plan under Section 12, and Annual Program of Work under Section 13.3.1 of this Agreement; and (3) the resource monitoring or restoration actions that will be conducted by any of the Tribes are determined likely to provide the same performance standards of the Interior partner. The Secretary of Interior may, in his judgment, require contract terms and conditions as necessary to ensure the above requirements are met and the standards of performance are achieved.

Nothing in this section 32.3.1 of this Agreement is intended to prohibit the Secretary from funding the states to implement appropriate measures in Part III of this agreement.

### **32.2.2 Departments of Agriculture, Commerce**

Given that Public Law 93-638 does not apply to the Secretaries of Agriculture and Commerce, NMFS and the Forest Service shall consult with the Tribes and other Fish Managers each fiscal year to plan and determine the amount of federal funding in excess of federal funding in place at the authorization and execution of his Agreement (annually indexed for inflation) in current and future years for Tribes to implement fisheries restoration, monitoring, reintroduction and conservation management activities under this Agreement consistent with Applicable Law through grants, cooperative agreements, contracts, or otherwise under existing authorities. Any activities implemented by the Tribes under these existing authorities shall adhere to Applicable Law and NMFS and Forest Service program requirements.

### **32.2.3 Funding Outside This Agreement**

The Tribes will remain eligible for funding associated with fisheries restoration and reintroduction programs outside the scope of this Agreement.

31. Section 35.2 is amended as follows:

In signing this Agreement, a Public Agency Party expresses its support for the Agreement and exercises its authorities in a manner consistent with Sections 2.2.7 and 7.4.3.

**B.** KWAPA and UKWUA formed the Klamath Basin Power Alliance pursuant to section 17.4.1 of the Agreement and the Parties agree that the Klamath Basin Power Alliance shall be the Management Entity under Section 17.4 of the Agreement. The Parties confirm that Klamath Basin Power Alliance has followed the procedures in Section 7.2.2. Klamath Basin Power Alliance shall be a Party to the Agreement and this First Amendment if: i) Klamath Basin Power Alliance signs this First Amendment; and ii) Klamath Basin Power Alliance (concurrent with its signing of this First Amendment), PacifiCorp, the United States Department of the Interior and the United States Department of Commerce's National Marine Fisheries' Service approve and sign an agreement that Klamath Basin Power Alliance is a Party to the Hydroelectric Settlement. The Parties agree that the Hydroelectric Settlement shall be deemed to be amended to include Klamath Basin Power Alliance as a Party upon the satisfaction of these conditions.

**C.** The amendments in part A of this First Amendment shall be effective notwithstanding whether they meet the criteria for amendment under Section 7.2 of the Agreement.

**D.** All terms used in this First Amendment shall have the same meaning that such terms have in the Agreement.

**E.** This First Amendment shall be effective when executed by or on behalf of all Non-Federal Parties to the Agreement.

**F.** This First Amendment may be executed in counterparts. Each executed counterpart shall have the same force and effect as an original instrument as if all the signatory Parties to all the counterparts had signed the same document.

**G.** This First Amendment constitutes the final, complete, entire, and exclusive agreement and understanding of the Parties with respect to the subject matter of this First Amendment. It supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter hereof. No other document, representation, agreement, understanding, or promise constitutes any part of this First Amendment.

**H.** Each signatory to this First Amendment certifies that he or she is authorized to execute this First Amendment and to legally bind the Party he or she represents.

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## **Signatures**

### **State of California**

#### **California Natural Resources Agency**

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

by: Edmund G. Brown, Governor

#### **California Department of Fish and Game**

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

by: Charlton H. Bonham, Director

### **State of Oregon**

#### **Governor of Oregon**

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

by: John Kitzhaber, Governor

#### **Oregon Department of Environmental Quality**

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

by: Dick Pedersen, Director

#### **Oregon Department of Fish and Wildlife**

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

by: Roy Elicker, Director

#### **Oregon Water Resources Department**

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

by: Phillip C. Ward, Director

**Tribes**

**Karuk Tribe**

\_\_\_\_\_

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

by: Russell Attebery, Chairman

**Klamath Tribes**

\_\_\_\_\_

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

by: Gary Frost, Chairman

**Yurok Tribe**

\_\_\_\_\_

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

by: Thomas O'Rourke, Chairman

**Counties**

**Humboldt County, California**

\_\_\_\_\_

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

by: Mark Lovelace, Chairperson

**Klamath County, Oregon**

\_\_\_\_\_

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

by: Commissioner

**Irrigators**

**Ady District Improvement Company**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Robert Flowers, President

**Collins Products, LLC**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Eric Schooler, President and Chief Executive Officer

**Enterprise Irrigation District**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Michael Beeson, President

**Don Johnston & Son**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Donald Scott Johnston, Owner

**Inter-County Properties Co., which acquired title as Inter-County Title Co.**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Darrel E. Pierce

**Klamath Irrigation District**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: David Cacka, President

**Klamath Drainage District**

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

by: Luther Horsley, President

**Klamath Basin Improvement District**

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

by: Warren Haught, Chairman

**Klamath Basin Power Alliance**

\_\_\_\_\_ **Date:** \_\_\_\_\_

by: Karl Scronce, President

**Klamath Water Users Association**

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

by: Gary Wright, President

**Klamath Water and Power Agency**

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

by: Edward T. Bair, Chairman of the Board

**Bradley S. Luscombe**

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

by: Bradley S. Luscombe

**Malin Irrigation District**

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

by: Edwin Stastny, President

**Midland District Improvement Company**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Frank Anderson, President

**Pioneer District Improvement Company**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Lyle Logan, President

**Plevna District Improvement Company**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Steve Roach, President

**Reames Golf and Country Club**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: L.H. Woodward, President

**Shasta View Irrigation District**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Claude Hagerty, President

**Sunnyside Irrigation District**

\_\_\_\_\_ Date: \_\_\_\_\_  
by: Charles Kerr, President

**Tulelake Irrigation District**

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

by: John Crawford, President

**Upper Klamath Water Users Association**

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

by: Matthew D. Walters, President

**Van Brimmer Ditch Company**

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

by: Gary Orem, President

**Randolph Walthall and Jane Walthall as trustees under declaration of trust dated November 28, 1995**

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

by: Jane Walthall

**Westside Improvement District #4**

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

by: Steven L. Kandra, President

**Winema Hunting Lodge, Inc.**

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

by: R. David Bolls, III

**Other Organizations**

**American Rivers**

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

by: William Robert Irvin, President

**California Trout**

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

by: George Shillinger, Executive Director

**Institute for Fisheries Resources**

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

by: Glen Spain, Northwest Regional Director

**Northern California Council, Federation of Fly Fishers**

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

by: Mark Rockwell, Vice-President, Conservation

**Pacific Coast Federation of Fishermen's Associations**

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

by: Glen Spain, Northwest Regional Director

**Salmon River Restoration Council**

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

by: Petey Brucker, President

**Trout Unlimited**

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

by: Chris Wood, Chief Executive Officer

# Summary for Potential Amendments to the KBRA

October 12, 2012

## Summary

The parties to the Klamath Basin Restoration Agreement have initiated a process to amend the KBRA. The Agreement was signed in February 2010. The amendments would extend the time for passage of federal legislation, address tribal funding issues, and clean up other provisions of the document. They do not affect the Klamath Hydroelectric Settlement Agreement.

## Schedule

The formal amendment process began on October 12, 2012. The amendments will become effective when they are approved by all the parties that signed the KBRA.

## Key Issues

**Extend the KBRA deadline for federal legislation:** As currently drafted, the KBRA will terminate unless Congress passes authorizing legislation by December 31, 2012. (The KHSR does not have a termination date.) Because it is increasingly clear that Congress may not act before the KBRA's self-imposed deadline, the Parties are considering a KBRA amendment that would extend the agreement until December 31, 2014. Within 60 days following that date, any KBRA party could initiate a process to consider termination of the agreement and any amendments would require the approval of all the KBRA parties. If no party initiates the termination process at that time, the amendment also provides an annual opportunity to consider terminating the agreement if the federal legislation has not been enacted.

**Tribal Funding:** the amendments confirm that the signatory tribes and the Secretary of the Interior would have to agree to any future changes in funding that might affect the bargained-for-benefits of the agreement affecting tribal resources, the water agreements, or the future relinquishment of tribal claims against the United States in the KBRA. These amendments clarify the tribes' key role in the implementation of the fisheries program. The amendments also provide that the Secretary of the Interior and any of the signatory tribes can renegotiate the terms of the relinquishment and release of tribal claims against the United States if funding for the fishery or tribal programs is not realized in the future.

**Clear Lake, Gerber Reservoir, and the Lost River:** the amendments clarify that Clear Lake, Gerber Reservoir, and the Lost River above Harpold Dam are not required to provide water for delivery of the new wildlife refuge allocation in the KBRA.

**Klamath Basin Power Alliance:** the amendments would add the Klamath Basin Power Alliance as a new party to the KBRA.



**Clarify and update other KBRA provisions:** the amendments clarify various provisions and update schedules for a number of actions in the KBRA. For example:

- Funding: the amendments update references to funding to accommodate reductions in the KBRA cost estimates that the parties identified subsequent to signing the agreement.
- Drought Plan: the parties have completed the drought plan; the dates for future amendments have been updated.
- Habitat Conservation Plans: the KBRA provides a process to develop plans under the Endangered Species Act to address potential impacts of Upper Basin activities to fish including salmon returning to the Upper Klamath Basin if the Klamath River dams are removed. The amendments clarify the applicable processes based on policies of the resources agencies.
- Emergencies: the amendments clarify that Reclamation will continue to address emergencies that affect Klamath Reclamation Project facilities under existing authorities; this could include failures at Klamath Reclamation Project facilities or dikes on Upper Klamath Lake or Lake Ewauna that affects the storage and delivery of water necessary to meet the commitments of the KBRA.
- Eligibility for Power Program: the amendments clarifies the eligibility for the KBRA program to provide low-cost power to pump water to irrigators and wildlife refuges and return water to the Klamath River to make it clear that a power user can either own or lease the land and use individual or multiple meters or pumps.

## **Background**

In June 2011, the KBRA Non-Federal Parties revised the estimated costs for KBRA activities. The cost estimates were reduced 18 percent from the 2010 KBRA. The revised cost estimates also shifted a number of costs to later years; this reduced the cost estimates in the first seven years by 38 percent.

The Klamath Tribes raised concerns that some of the reductions affected the bargained-for benefits for fish restoration activities that were important to the Tribes in the KBRA water settlements and relinquishment and release of claims against the United States. The Klamath Tribes proposed several amendments to address these issues. The KBRA parties directed an ad hoc committee to review these proposals and other potential amendments to the KBRA to address changes that have occurred since the agreement was signed. The proposed amendments are the product of that review.

## **Parties to the KBRA**

### **State of California**

California Department of Fish and Game  
California Natural Resources Agency

### **State of Oregon**

Oregon Department of Environmental Quality  
Oregon Department of Fish and Wildlife  
Oregon Water Resources Department

### **Tribes**

Karuk Tribe  
Klamath Tribes  
Yurok Tribe

### **Counties**

Humboldt County, California  
Klamath County, Oregon

### **Parties Related to Klamath Reclamation Project**

Ady District Improvement Company  
Collins Products, LLC  
Enterprise Irrigation District  
Don Johnston & Son  
Inter-County Properties Co, which acquired title as Inter-County Title Company  
Klamath Irrigation District  
Klamath Drainage District  
Klamath Basin Improvement District  
Klamath Water Users Association  
Klamath Water and Power Agency  
Bradley S. Luscombe  
Malin Irrigation District  
Midland District Improvement Company  
Pioneer District Improvement Company  
Plevna District Improvement Company  
Reames Golf and Country Club  
Shasta View Irrigation District  
Sunnyside Irrigation District  
Tulelake Irrigation District  
Van Brimmer Ditch Company  
Randolph and Jane Walthall 1995 Trust  
Westside Improvement District #4  
Winema Hunting Lodge, Inc.

**Upper Klamath Irrigators**

Upper Klamath Water Users Association

**Non-Governmental Organizations**

American Rivers

California Trout

Institute for Fisheries Resources

Northern California/Nevada Council Federation of Fly Fishers

Pacific Coast Federation of Fishermen's Associations

Salmon River Restoration Council

Trout Unlimited

# Karuk Department of Tribal Lands Management

## September 27, 2012 Council Report

Scott Quinn – Director  
Activities September 27, to October 18, 2012

1. KR RV Park - On 9/20/2012 you approved a contract for legal services to perform the evictions at the KR RV Park. The KTHA appraisal for the 9 vacant lots at the RV Park. Came back at \$50,500. The purpose of the sale of the small parcels along 2<sup>nd</sup> Avenue to KTHA would be to use the funds from the sale to fix up the RV Park; new bathrooms, sprinkler system, landscaping, camp site development, etc. I participated in the review of the responses to the Park manager RFQ.
2. CASINO – We received 6 proposals for the Yreka Casino Master Plan which includes; Preliminary Design, Site Analysis, Cost Estimates and TEIR for the casino development. The staff review team (Jaclyn Goodwin, Sandi Tripp, Erin Hillman & Tiffany Ashworth) reviewed and ranked the proposals for your review. Council Woman Dora Bernal has scheduled interviews with the 4 responsive proposals.
3. HUD – During the week of September 30, I attended a HUD Environmental Review Training in Seattle, WA with KTHA staff and a BOC member. One of my job duties is to review and approve KTHA Environmental Documents prior to Chairman Attebery's signature as the Responsible Entity.
4. Fee to Trust – I received a Letter of Acknowledgement from the BIA regarding receipt of our Fee to Trust Application for the Orleans Community Center. We still have a number of fee to trust applications that need to be put together. Attached is a BIA spreadsheet of existing fee to trust applications currently at the BIA PRO Office.

On 10/11/12 I reviewed the CATG Carcieri Legislation support letters and prepared letters and packages to 14 senators and congressional representatives to support two pieces of legislation that if passed will provide a “clean” fixe to the Carcieri Supreme Court decision.

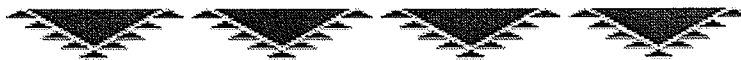
5. We received tax bills from Siskiyou and Humboldt Counties for all of our fee parcels. I reviewed each bill and noted which are KT, KTHA, and KCDC responsibility as far as taxes and requested Jamie Orge pay the appropriate taxes.
6. I processed rentals for the White Mountain Estates Mobile Home Park and read meters and drafted bill notices for the KR RV Park.

### Approvals:

1. Contract 12-C-117 Amendment #1 to add to the Scope of Work.
2. Land Purchase Agreement 13-A-002 with KTHA to sell Lots 1-9 on the KR RV Park Property for \$50,500.

Administrative Office  
64236 Second Avenue  
Post Office Box 1016  
Happy Camp, CA 96039  
Phone: (530) 493-1600  
Fax: (530) 493-5322

# Karuk Tribe



Karuk Community Health Center  
64236 Second Avenue  
Post Office Box  
Happy Camp, CA 96039  
Phone: (530) 493-1600  
Fax: (530) 493-5322

## REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract  Number Assigned: 12-C-117  
MOU   
Agreement

REQUIRED → \*Procurement Attached  \*Budget Attached   
\*Excluded Parties List System Attached (CONTRACTS ONLY)   
\*KCDC/ KTHA Notification/ review required Yes  No

Requestor: Scott Quinn Date: October 18, 2012

Department/Program: Tribal Lands Mgt.

Name of Contractor or Parties to Agreement: Michael Wells

Effective Dates (From/To): 9/21/12 to 12/31/2012

Amount of Contract: On call \$225.hr.

Funding Source: 8020

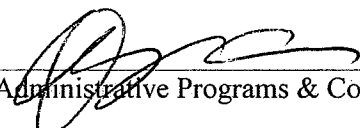
Brief Description of Purpose:

### Amendment #1 to add additional item on Scope of Work

#### \*\* REQUIRED SIGNATURES \*\*

Requestor:  10/18/2012  
Date

\*\*Chief Financial Officer:  10-18-2012  
Date

\*\*Director, Administrative Programs & Compliance:  10/18/2012  
Date

\*\*Director of Self Governance(MOU/MOA) or TERO (Contracts) \_\_\_\_\_ Date

Other \_\_\_\_\_ Date

---

**Karuk Community Health Clinic**

64236 Second Avenue  
Post Office Box 316  
Happy Camp, CA 96039  
Phone: (530) 493-5257  
Fax: (530) 493-5270

**Karuk Tribe**



**Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322  
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

**Karuk Dental Clinic**

64236 Second Avenue  
Post Office Box 1016  
Happy Camp, CA 96039  
Phone: (530) 493-2201  
Fax: (530) 493-5364

---

**Addendum #1**

**Law Offices of Michael Wells, PC  
Contract Number 12-C-117**

**Description of Modification**

This addendum is to add additional work tasks related to the On-call service contract to provide legal services to the Tribe for the purposes of evictions.

**Additional Scope of Work**

1. **Appear in Court, file and arrange service of pleadings and other documents as needed.**

**Cost:**

None

All other terms and conditions shall remain unchanged.

**INDEPENDENT CONTRACTOR**

Law Offices of Michael Wells, PC  
311 West Miner Street  
Yreka, CA 96097

**KARUK TRIBE**

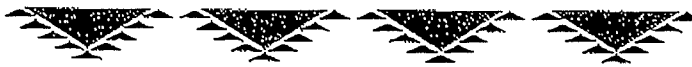
Russell Attebery, Chairman  
64236 Second Avenue  
Happy Camp, CA 96039

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

**Karuk Community Health Clinic**  
64236 Second Avenue  
Post Office Box 316  
Happy Camp, CA 96039  
Phone: (530) 493-5257  
Fax: (530) 493-5270

# Karuk Tribe



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Fax: (530) 493-5364

**Administrative Office**  
Phone: (530) 493-1600 • Fax: (530) 493-5322  
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

## AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES Contract Number: 12-C-117

This Agreement, dated as of September 20, 2012, is between the Karuk Tribe (hereinafter "the TRIBE") and Law Offices of Michael H. Wells, PC (hereinafter "INDEPENDENT CONTRACTOR"), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from September 20, 2012 to September 30, 2013.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, \$ 225/hour. All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. The Tribal staff person responsible for overseeing this Agreement and approving invoices for payment shall be the Director of Tribal Lands Management.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney's fees for Independent Contractor's negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any required public liability, public damage and/or Worker's Compensation Insurances shall be the sole responsibility of the Independent Contractor.

7. **Confidential Information:** Independent Contractor will not disclose directly or indirectly to or use for the benefit of any third party any secret or confidential information, knowledge or data acquired by virtue of its relationship with the Tribe without the prior written approval of the Tribe. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration or termination of the Agreement.
8. **Non-Assignability:** This Agreement may not be assigned or transferred by either party without the prior written approval of the other party.
9. **Authority:** Independent Contractor's authority to act under this Agreement can be suspended upon written or verbal notice by the Tribal Chairman of the Tribe or his/her designee. If verbal notice is given, it shall be confirmed in writing within five (5) working days.
10. **Termination:** This Agreement may be terminated at any time, with or without cause, by either party, upon notice in writing. Any such termination shall be effective immediately. Independent Contractor shall invoice the Tribe within thirty (30) days of agreement termination for satisfactory work performed up to termination date.
11. **Complete Agreement:** This Agreement constitutes the entire agreement between the parties, and no amendment or modification hereof shall be effective unless reduced to writing and signed by both parties.
12. **Severability:** Should any provision of this Agreement be held invalid or unenforceable, such a holding shall not affect the validity or enforceability of any other provision thereof.
13. **Copyrights:** All original materials, written, photographed, recorded or otherwise collected or produced by the Independent Contractor pursuant to this Agreement are instruments of Professional Services, and shall be the sole property of Tribe.
14. **Expertise Certification:** The Independent Contractor assures the Tribe that they and all their approved sub-contractors possess the expertise, and resources necessary for satisfactory completion of the activities described in the *Description of Independent Contractor Services and Activities*.
15. **Certification Regarding Debarment, Suspension and Related Matters:** The Independent Contractor hereby certifies to the best of their knowledge that it or any of its officers or contractors or sub-contractors:
  1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal department or agency;
  2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;




3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
  4. Have not within a three (3) year period preceding this Agreement had one or more public (Federal, State or local) transactions terminated for cause or default.
16. **Applicable Law:** This Agreement shall be governed by the laws of the United States of America and by Karuk Tribal law. In the absence of Federal or Tribal law, relevant laws of the State of California shall be applicable. Independent Contractor is required to comply with Office of Management and Budget Circular A-102 and is responsible for understanding and compliance with applicable grant administration requirements as set forth in the Federal agency codifications of the grants management common rule. This provision is not intended to waive the Tribe's sovereign immunity status or submit the Tribe to any jurisdiction inconsistent with such status.
  17. **Indian Preference:** This Contract shall be executed in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding source requirements.
  18. **Tribal Employment Rights Ordinance (TERO):** Independent Contractor acknowledges that a two-percent (2%) TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500.00.
  19. **Sovereign Immunity:** Nothing in this Agreement shall be construed or interpreted to relinquish the sovereign immunity of the Tribe.

In consideration of the mutual promises of the parties this Agreement is executed on the date first above written, in duplicate, intending each duplicate to be an original.

**INDEPENDENT CONTRACTOR**  
 Law Offices of Michael H. Wells, PC  
 311 West Miner Street  
 Yreka, CA 96097  
 TIN:

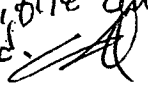
**KARUK TRIBE**  
 Russell Attebery, Chairman  
 64236 Second Avenue  
 Happy Camp, CA 96039  
 (530) 493-1600

 10/11/12  
 \_\_\_\_\_  
 Signature and Date

 9-20-12  
 \_\_\_\_\_  
 Signature and Date

*Description of Independent Contractor Services and Activities (Scope of Work)*

1. Review, draft and submit the necessary legal documents to evict tenants as necessary from the Karuk owned businesses and property located in Siskiyou County, CA on an as needed basis.

2. Appear in court, file and arrange service of pleadings and mhw documents as needed. 

Administrative Office  
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# Karuk Tribe



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Post Office Box  
Happy Camp, CA 96039  
Phone: (530) 493-1600  
Fax: (530) 493-5322

## REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract  Number Assigned: 13-A-002  
MOU   
Agreement

REQUIRED → \*Procurement Attached  \*Budget Attached   
\*Excluded Parties List System Attached (CONTRACTS ONLY)   
\*KCDC/KTHA Notification/ review required Yes No

Requestor: Scott Quinn Date: October 18, 2012

Department/Program: Tribal Lands Mgt.

Name of Contractor or Parties to Agreement: Karuk Tribal Housing Authority

Effective Dates (From/To): 10/25/2012

Amount of Contract: \$50,500 to Karuk Tribe

Funding Source: \_\_\_\_\_

Brief Description of Purpose: \_\_\_\_\_

**Agreement to provide for the sale of Lots 1-9 on the KR RV Park Property in Happy Camp**

### \*\* REQUIRED SIGNATURES \*\*

Scott Quinn 10/18/2012  
Requestor Date

Laura Mayton 10-18-2012  
\*\*Chief Financial Officer Date

[Signature] 10/18/2012  
\*\*Director, Administrative Programs & Compliance Date

\_\_\_\_\_  
\*\*Director of Self Governance(MOU/MOA) or TERO (Contracts) Date

\_\_\_\_\_  
Other Date

**LAND PURCHASE AGREEMENT  
BETWEEN  
THE KARUK TRIBE  
AND  
THE KARUK TRIBE HOUSING AUTHORITY**

**Purpose of this Agreement:**

This Land Purchase Agreement is made this 1<sup>st</sup> day of November, 2012 by and between the Karuk Tribe, 64236 2nd Avenue, Happy Camp, CA (Tribe) and the Karuk Tribe Housing Authority, 632 Jacobs Way, Happy Camp, CA (Housing Authority) (collectively the "Parties") for the mutually beneficial purpose of purchasing land for management of the Housing Authority. In consideration of the mutual agreements contained herein, the Parties agree as follows:

**Background:**

In August, 2010 the Tribe purchased the property commonly known as Piney Woods Subdivision for a purchase price of \$253,700.00 (two hundred fifty-three thousand seven hundred dollars and zero cents), for the purposes of maintaining an R.V. Park

The Housing Authority is in need of lands designated for low-income housing in the Happy Camp Community to serve the needs of low-income Tribal members and other Indians in that area for affordable housing.

**Objective:**

To meet the needs of low-income tribal members. The Housing Authority will ensure that these designations are equitable and meet the requirements of the Native American Housing and Self Determination Act of 1996 (NAHASDA).

**Purchase:**

**Tribe Conveyance to Housing Authority:** In exchange for the \$50,500.00 (fifty thousand five hundred and zero cents) the Tribe will designate the Housing Authority by providing management authority, over those parcels, together with any easements or restrictions of record which do not interfere or prevent the Housing Authority from utilizing it, but free and clear of all liens, the following real estate and all interest therein:

| <b>APN #</b>       | <b>LOT #</b> |
|--------------------|--------------|
| <b>016-510-010</b> | <b>1</b>     |
| <b>016-510-020</b> | <b>2</b>     |
| <b>016-510-030</b> | <b>3</b>     |
| <b>016-510-040</b> | <b>4</b>     |
| <b>016-510-050</b> | <b>5</b>     |
| <b>016-510-060</b> | <b>6</b>     |
| <b>016-510-070</b> | <b>7</b>     |
| <b>016-510-080</b> | <b>8</b>     |
| <b>016-510-090</b> | <b>9</b>     |

**Total Land Value \$50,500.00 (fifty thousand five hundred and zero cents)**

CITE: Terry O'Neill Appraisal, October 2012- Exhibit "A"

Said property is more particularly described in Exhibit "B".

The properties described above in this section shall be referred to herein individually or collectively as the "Purchased Property".

**Condition of this Purchase Agreement:**

Sellers acknowledge that its representatives or agents have examined this agreement prior to entering into this Agreement. This Agreement is based upon Buyer's Party's inspection of the Property and not upon any representation or warranties or conditions by Seller Party's agents. Buyer Party acknowledges Seller Party is selling the Property on an "as is" basis, except for any warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

The Karuk Tribe Housing Authority agrees to build a privacy wall between lots and R.V. Park in order to protect the privacy of tenants.

**Hazardous Substances:**

The Parties agree that each respective Party will be responsible, if necessary, for removal, indemnification, or other remedial actions concerning any hazardous substances found on the Properties conveyed to the other by that Party, if such hazardous substances were located on the Properties prior to the conveyance described in this Agreement.

**Period of Performance:**

The term of this Agreement begins on the date of the last signature and shall not expire unless duly authorized through a written agreement by the Karuk Tribal Council and the Karuk Tribe Housing Board of Commissioners.

**Taxes:**

Real estate taxes, if any and if applicable, on the Properties prior to the date of Closing shall be paid by the Karuk Tribe. Real estate taxes, if any and if applicable, on the Properties after the date of Closing shall be paid by the Karuk Tribe Housing Authority. The taxes, if any and if applicable, for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

**Risk of Loss or Damage:**

Risk of loss or damage to the Properties shall rest with Grantor Party until the time of delivery of possession.

**No Real Estate Commission and Finder's Fee:**

The Parties agree that no Party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement.

**Costs:**

Each Party will bear its own costs associated with the implementation of this Agreement.

**Severability:**

If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**Interpretation and Construction:**

Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

**Amendments:**

This Agreement contains the entire agreement of the Parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

**Execution in Counterparts:**

This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

**Sovereign Immunity:**

Nothing in this agreement shall be construed or interpreted to relinquish the sovereign immunity of the Karuk Tribe, which immunity is hereby expressly asserted.

\_\_\_\_\_  
Signature- Tribe

\_\_\_\_\_  
Signature- Housing Authority

\_\_\_\_\_  
Print Name/ Title

\_\_\_\_\_  
Print Name/ Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

REAL ESTATE APPRAISERS & CONSULTANTS

"Exhibit A"  
To be full Report

Ashlee King  
Karuk Tribe Housing Authority  
P O Box 1016  
Happy Camp, Ca. 96039

October 3, 2012

Re: 9 lots in Piney Woods Subdivision, Happy Camp, California: My file # 3112

Dear Ms. King:

As you requested, I have appraised the above referenced property. I have considered both the physical and economic characteristics of the subject property within the regional setting in order to estimate the value.

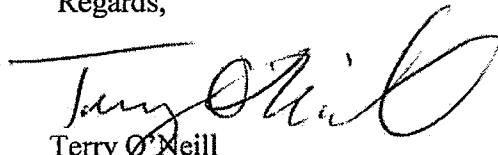
The report conforms to FIRREA regulations as well as the 2011 edition of USPAP.

See Scope of Work for an overview of the appraisal assignment. The general and specific data for the region, community, neighborhood and subject property follows. My analysis and conclusions based upon the data, are attached to this transmittal letter.

Based on the information gathered and analyzed in the report, I estimate the fair market value of the subject property, subject to the Assumptions and Limiting Conditions attached, as of September 27, 2012, to be:

**FIFTY THOUSAND FIVE HUNDRED DOLLARS ..... \$50,500**

Regards,

  
Terry O'Neill  
Appraiser AG005103

## **Exhibit "B"**

All that real property situate in the State of California, County of Siskiyou, described as follows:

Lots 1 through 9 in Block II, of HAPPY CAMP SUBDIVISION NO. 1 Piney Woods as shown upon that certain map filed in office of the Siskiyou County Recorder on November 13, 1962, in Town Map Book 3, Pages 35 and 35A and re-recorded December 13, 1965 in Town Map Book 3, Pages 113 and 113A.

EXCEPTING THEREFROM all uranium, thorium and all other fissionable material as reserved by the United States of America in the Patent and also by quit Claim Deed recorded in Volume 344 of Official Records of Siskiyou County, Page 296.

Assessor's Parcel No: 016-510-010 through 016-510-090



*BA PRO Fee to Trust Consortium - Pending Applications*

Status Of Pending Applications

| Agency | Count | TiBe                               | FTIS Case #     | Project Name              | Acres        | ON, OFF, CONTIG, OTHER | App. Receipt Date | APN  | Phase 1 Date           | NEPA, FONSI or CAT EX | GIS REVIEW    | Notice of App. Date | Submit to Selector for Prelim Title Opinion | Selector Opinion Date | Notice of Decision        | Final Agency Date | Accept Of Caney | Submit to Selector for Final Title Opinion | Final Opinion of Title |
|--------|-------|------------------------------------|-----------------|---------------------------|--------------|------------------------|-------------------|--|------------------------|-----------------------|---------------|---------------------|---|-----------------------|---------------------------|-------------------|-----------------|--|------------------------|
| PSA    | 1     | Agua Caliente                      | J-584-2007-23   | Tahquitz Burial Site      | 0.51         | off                    | 2/8/07            | 513-120-055; 513-123-522                           | 12/2/08                | 12/2/08               | 7/2/09        | NOA                 | PTO   | 7/15/2009 & 8/7/12    | 7/12/12                   |                   |                 |  |                        |
| PSA    | 2     | Agua Caliente                      | J-584-2007-35   | Wanek                     | 80.00        | contig.                | 2/8/07            | 513-330-002; 513-330-005                           | 6/18/04                | 12/2/08               | 4/2/09        | NOA                 | 7/15/09                                     |                       |                           |                   |                 |  |                        |
| PSA    | 3     | Agua Caliente                      | J-584-2007-20   | Section 11 - Road Ship    | 5.00         | contig.                | 2/8/07            | 686-090-001  | 11/18/08               | 12/2/08               | 4/8/09        | NOA                 | 7/15/09                                     |                       |                           |                   |                 |  |                        |
| PSA    | 4     | Agua Caliente                      | J-584-2007-2    | Baylik Parcel             | 108.79       | contig.                | 2/8/07            | 516-094-010; 522-040-001; 522-040-002; 522-040-003 | 4/1/08                 | 4/28/10               | 8/10/09       | 10/7/11             | 6/6/11                                      | 6/9/11                | NOD                       |                   |                 |  |                        |
| PSA    | 5     | Agua Caliente                      | J-584-2009-1848 | Knowles                   | 10.00        | off                    | 7/20/09           | 513-040-021  | 10/8/09                | 10/8/09               | Aliquot Paris | NOA                 | 9/4/12                                      |                       |                           |                   |                 |  |                        |
| PSA    | 6     | Agua Caliente                      | J-584-2009-1804 | LaBlanc                   | 40.00        | off                    | 5/19/09           | 513-320-012  | 7/15/2009<br>10/4/2010 | 10/28/09              | 7/21/09       | 5/10/10             | 3/5/10                                      | 3/29/10               | 5/31/2012/Re-issue 7/8/12 |                   |                 |  |                        |
| PSA    | 7     | Agua Caliente                      | J-584-2007-3    | McCannon                  | 640.00       | contig.                | 2/8/07            | 686-020-009  | 6/21/04                | 12/1/08               | Aliquot Paris | 8/27/12             | 7/15/09                                     | Non-endorsement       |                           |                   |                 |  |                        |
| PSA    | 8     | Agua Caliente                      | J-584-2009-1833 | Boys Club of Palm Springs | 20.00        | contig.                | 6/18/09           | 513-240-022  | 3/1/11                 | 10/20/09              | 7/21/09       | 2/1/10              | 1/15/09                                     | 1/4/10                | 5/28/10                   | 9/10/10           | 5/6/11          | 12/20/11                                   | 1/4/12                 |
| PSA    | 9     | Agua Caliente                      | J-584-2009-1733 | Michael                   | 5.31         | on                     | 12/23/09          | 522-030-008  | 10/26/11               | 10/28/09              | 6/8/09        | 2/1/10              | 10/21/09                                    | 10/28/09              | 9/20/11                   |                   |                 |  |                        |
| PSA    | 10    | Agua Caliente                      | J-584-2009-1763 | Dingledel/Gilgan          | 10.00        | contig.                | 3/11/09           | 686-040-005; 686-040-006                           | 2/7/11                 | 2/8/11                | 4/3/09 comp   | 3/28/12             | 3/28/12                                     | 5/1/12                |                           |                   |                 |  |                        |
| CCA    | 11    | Aburn                              | J-637-2012      | Park Property             | 2.33         | contig.                | 3/28/12           | 040-310-004  | 6/18/12                |                       | GIS           | NOA                 | PTO   |                       |                           |                   |                 |  |                        |
| CCA    |       | Aburn                              | J-637-2012      | Esselde Property          | 1.15         | OFF                    | 8/14/12           | 040-300-016 and 017                                | 6/8/12                 |                       |               |                     |   |                       |                           |                   |                 |  |                        |
| CCA    |       | Aburn                              | J-637-2012      | Aburn Housing             | 3.70         | OFF                    | 8/14/12           | 040-300-011, 012, 020 and 006                      | 6/8/12                 |                       |               |                     |   |                       |                           |                   |                 |  |                        |
| CCA    |       | Aburn                              | J-637-2012      | Central Property          | 3.35         | OFF                    | 8/14/12           | 040-300-015 and 040-310-006                        | Phase 1                |                       |               |                     |   |                       |                           |                   |                 |  |                        |
| CCA    |       | Aburn                              | J-637-2012      | Church Property           | 0.43         | OFF                    | 8/14/12           | 040-310-001, 510 and 04-310-001-520                | 6/7/12                 |                       |               |                     |   |                       |                           |                   |                 |  |                        |
| SCA    | 12    | Bacora                             | J-572-2008-1708 | Dombrowell                | 200.40       | contig.                | 10/2/06           | 329-080-003  | 8/29/07                | EA pending            | 4/28/07 comp  | 5/7/07              | 12/8/07                                     | 7/10/09               |                           |                   |                 |  |                        |
| SCA    | 13    | Bacora                             | J-572-2008-1590 | Snadledge                 | 65.33        | contig.                | 5/9/08            | 330-070-008, 330-080-22, 330-080-23                | 5/21/12                | Cal Ex 8/2/12         | 6/8/09        | 3/5/10              | 1/14/09                                     | 12/29/09              |                           |                   |                 |  |                        |
| SCA    | 14    | Bacora                             | J-572-2008-1712 | Colins Prop.              | 40.00        | contig.                | 11/7/08           | 330-070-020  | 5/21/12                | Cal Ex 8/2/12         | 6/7/09        | 9/17/09             | 8/19/09                                     | 8/26/09               |                           |                   |                 |  |                        |
| CCA    | 15    | Benton Paule                       | J-520-2007-5    | Gas Station and Store     | 2.50         | off                    | 8/13/01           | 24-132-03  | 1/13/06                | 7/10/06               | 9/6/07        | 7/9/03              | 7/24/07                                     | 8/2/07                |                           |                   |                 |  |                        |
| CCA    | 16    | Benton Paule - fractional interest | J-520-2007-197  | POA-ND-82 (John Jackson)  | 120.25       | off                    | 5/22/07           |  |                        |                       |               |                     |   |                       |                           |                   |                 |  |                        |
| CCA    | 17    | Big Sandy                          |                 |                           | 6.72         | on                     | 1/9/12            | 128-381-02   |                        |                       |               |                     |   |                       |                           |                   |                 |  |                        |
| NCA    | 18    | Blue Lake                          | J-558-2008-45   |                           | 0.87         | contig.                | 11/24/00          | 312-111-07   | 2/3/11                 | 4/27/06               | 3/31/09       | 4/12/10             | 5/18/2008 & 3/8/10                          | 6/15/2008 & 3/30/10   | 9/21/10                   | 12/7/10           | 2/11/11         | 9/28/11                                    |                        |
| NCA    | 18    | Blue Lake                          | J-558-2007-42   |                           | 2.44         | contig.                | 2/18/05           | 028-121-44   | 2/3/11                 | 6/21/06               | 3/31/09       | 4/12/10             | 3/8/10                                      | 3/30/10               | 9/21/10                   | 12/7/10           | 2/11/11         | 9/28/11                                    |                        |
| NCA    | 20    | Blue Lake                          | J-558-2008-58   |                           | 8.74         | contig.                | 12/19/06          | 312-111-03, 04, 05                                 | 2/3/11                 | 6/25/10               | 3/31/09       | 4/12/10             | 3/8/10                                      | 3/30/10               | 9/21/10                   | 12/7/10           | 2/11/11         | 9/28/11                                    |                        |
| NCA    | 21    | Blue Lake                          | J-558-2012      |                           | 21.00        | contig.                | 2/9/12            | 312-121-011 & 312-101-014                          |                        |                       | GIS           |                     |   |                       |                           |                   |                 |  |                        |
| CCA    | 22    | Bridgeport                         | J-691-2007-41   | Lot 1 - BLM # 2           | 28.51 & 3.35 | contig.                | 11/28/03          | BLM land   | 1/13/05                | 4/13/04               |               | 1/22/04             | 6/2/04                                      | 6/3/04                |                           |                   |                 |  |                        |

Status Of Pending Applications

| Agency | Count | Title         | FTS Case #      | Project Name                              | Acres             | ON, OFF, CONTG, OTHER | App Receipt Date | APN  | Phase 1 Date | NEPA, FONSI or CAT EX | GIS REVIEW            | Notice of App. Date | Submitted to Solicitor for Prelim Title Opinion | Solicitor Opinion Date    | Notice of Decision | Final Agency Date | Accept Of Convey | Submitted to Final Title Opinion | Final Opinion of Title |
|--------|-------|---------------|-----------------|---|-------------------|-----------------------|------------------|--|--------------|-----------------------|-----------------------|---------------------|---|---------------------------|--------------------|-------------------|------------------|----------------------------------|------------------------|
| CCA    | 23    | Buena Vista   | J-508-2010-2272 | restored land from Title Heavick          | 67.14             | restored - mandatory  | 10/21/10         | 12-100-005   | 7/19/11      | n/a                   | 10/21/11              | n/a                 | 10/19/11  | 11/11/11                  | Memo 3/31/2012     |                   |                  |                                  |                        |
| CCA    | 24    | Chicken Ranch | J-523-2008-1548 |   | 36.08             | conting.              | 11/16/07         | 056-480-1 hu 4   | PHASE I      |                       | GIS                   |                     |   |                           |                    |                   |                  |                                  |                        |
| CCA    | 25    | Chicken Ranch | J-523-2008-40   |   | 5.25              | conting.              |                  |  | PHASE I      |                       | GIS                   |                     |   |                           |                    |                   |                  |                                  |                        |
| CCA    | 26    | Chico         | J-531-2007-44   | Gaming                                    | 631.05            | off                   | 3/19/04          | 041-160-045, 48  | 4/24/03      | OIGM                  |                       | 4/6/04              | 6/7/04  | 6/14/04                   | 4/19/08            | 4/18/08           | Litigation       |                                  |                        |
| CCA    | 27    | Cloverdale    | J-510-2008-1689 | Gaming                                    | 79.00             | conting.              | 4/28/08          | 116-310-035, 116-310-040, 116-310-039 and 116-310-020              | 8/28/12 *    | DEIS 2/26/09          | 1/13/12               | 4/12/12             |   |                           |                    |                   |                  |                                  |                        |
| CCA    | 28    | Colusa        | J-512-2010-2119 | Housing                                   | 198.03            | conting.              | 3/9/10           | 015-030-005, 046, 048, 048, 050, 031, 079, 080, 081, 082, 083, 088 | 6/11/12      | FONSI 8/9/10          | 8/28/2010 and 3/29/11 | 7/7/11              | 4/29/11   | 6/7/11                    | 1/31/12            | 3/23/12           | 8/20/12          |                                  |                        |
| CCA    |       | Coyote Valley | incomplete      | housing and economic development          | 6.00              | conting.              | 5/16/12          | 165-050-011, 012, 013, 014 and 015                                 |              |                       |                       |                     |   |                           |                    |                   |                  |                                  |                        |
| NCA    | 29    | Elk Valley    | J-559-2009-1870 | Ocean Way Motel                           | 2.00              | conting.              | 5/6/09           | 115-020-20   | 12/23/11     | 6/25/10               | 2/11/10               | 9/24/10             | 7/11/10   | 8/18/10                   | 6/9/11             | 9/11/11           |                  |                                  |                        |
| CCA    | 30    | Enterprise    | J-517-2007-63   | Gaming                                    | 40.00             | off                   | 8/13/02          | 014-280-86   | 9/15/08      | Pending NIGC review   | 11/14/08              | 11/26/08            | 12/22/08  | Conditional 7/23/2009     | Memo 2/9/10        |                   |                  |                                  |                        |
| SCA    | 31    | Enterprise    | J-572-2007-66   | Walker                                    | 16.69             | conting.              | 3/21/01          | 404-080-24-00  | 6/19/08      | 7/9/08                | 5/22/2001 & 10/20/08  | 2/13/02             | 2/26/02   | 6/27/2002 new MOD 5/31/11 | APPEAL with BIA    |                   |                  |                                  |                        |
| SCA    | 32    | Enterprise    | J-572-2007-71   | Selma                                     | 18.95             | off                   | 9/17/01          | 404-080-07   | 2/21/03      | 5/10/02               |                       | 2/14/02             | 3/28/03   | 4/14/03                   |                    |                   |                  |                                  |                        |
| CCA    | 33    | Galen         | J-622-2008-72   | Gaming                                    | 254.12            | off                   | 4/5/06           |  | 7/9/10       | n/a                   |                       | n/a                 | 5/15/07   | 7/25/07                   | 4/18/08            | 10/11/10          | 9/14/11          | 9/27/11                          |                        |
| CCA    | 34    | Goldville     | J-506-2007-73   | Gaming                                    | 310.00            | off                   | pending          |  |              |                       |                       |                     | EIS Pending                                     |                           |                    |                   |                  |                                  |                        |
| CCA    | 35    | lone          | J-529-2008-75   | Gaming                                    | 227.58            | off                   | 11/29/05         | 010-200-006  | 12/17/08     | EIS Pending           | 2/26/2009/ 10/20/11   | 11/20/08            | 1/17/11   | 5/16/12                   | 5/17/2012 Memo     |                   |                  |                                  |                        |
| NCA    | 36    | Kauk          | J-555-2007-97   | Adamsen                                   | 0.95              | off                   | 6/24/04          | 016-454-100,030  | 12/15/10     | 11/8/04               | 10/1/07 & 3/14/12     | 5/16/05             | 4/19/05   | 5/5/05                    | 10/21/10           | 1/7/11            | 3/28/11          |                                  |                        |
| NCA    | 37    | Kauk          | J-555-2007-99   | Pence                                     | 0.21              | off                   | 6/24/04          | 016-454-140  | 12/15/10     | 11/20/04              | 10/1/07 & 3/14/12     | 5/16/05             | 3/27/07   | 6/25/07                   | 10/21/10           | 1/7/11            | 3/28/11          |                                  |                        |
| NCA    | 38    | Kauk          | J-555-2007-116  | McKibben                                  | 0.19              | conting.              | 2/6/07           | 016-380-450  | 3/31/08      | 6/28/07               | 11/14/07              | 3/30/07             | 1/19/07   | 12/4/07                   | 9/19/08            | 11/7/08           | 9/10/10          | 7/19/11                          | 9/13/12                |
| NCA    | 39    | Kauk          | J-555-2007-1386 | Tabba                                     | 49.51             | conting.              | 10/16/07         | 062-051-380  | 5/6/08       |                       | 1/13/09               |                     | 1/14/09   | 2/4/2009                  |                    |                   |                  |                                  |                        |
| NCA    | 40    | Kauk          | J-555-2007-1385 | Bunker Hill                               | 52.00             | off                   | 1/26/08          | 16-240-190   | 11/20/06     | 8/1/06                | 3/27/12               |                     |   |                           |                    |                   |                  |                                  |                        |
| NCA    | 41    | Kauk          | J-555-2007-79   | Elliot Creek, Ishi Pishi & Upper Kalamath | 16,000-3,700-1,00 | off                   | 8/1/86           | 26-530-150   | 10/4/11      | 11/29/00              |                       | 3/24/00             | 1/30/01   | 2/4/02                    | 9/15/10            | 2/16/11           | 9/14/11          |                                  |                        |
| NCA    | 42    | Kauk          | J-555-2007-101  | Yreka Clinic                              | 0.90              | off                   | 4/8/03           | 061-341-070  | 5/6/08       | 6/23/03               |                       | 8/18/04             | 7/7/05  | 7/27/05                   | 5/14/08            | BIA Appeal        |                  |                                  |                        |
| NCA    | 43    | Kauk          | J-555-2007-52   | Starhill Property                         | 0.25              | conting.              | 4/8/03           | 529-201-025  | 6/17/05      | 6/23/03               |                       | 12/13/05            | 12/14/05  | 1/27/06                   |                    |                   |                  |                                  |                        |

Status Of Pending Applications

| Agency | Court | Title       | FITS Case #     | Project Name              | Acres         | ON, OFF, CONTIG, OTHER | App. Receipt Date               | APN   | Phase 1 Date         | NEPA, FONSI or CAI EX | GIS REVIEW              | Notice of App. Date | Submit to Solicitor for Prelim Title Opinion | Solicitor Opinion Date | Notice of Decision                  | Final Agency Date | Accept Of Convey | Submit to Solicitor for Final Title Opinion | Final Opinion of Title |          |
|--------|-------|-------------|-----------------|---------------------------|---------------|------------------------|---------------------------------|---|----------------------|-----------------------|-------------------------|---------------------|--|------------------------|-------------------------------------|-------------------|------------------|---|------------------------|----------|
| NCA    | 44    | Kauk        | J-555-2007-69   | Panamik-Gara              | 3.00          | contig.                | 7/23/09                         | 539-132-021   | 9/5/03               | 1/12/00               |                         | 12/13/05            | 12/14/05                                     | 1/27/06                | 4/30/12                             |                   |                  |   |                        |          |
| SCA    | 45    | La Jolla    | J-000-2007-32   | D.L. Bradford             | 11.70         | on                     | 9/7/04                          | 135-160-04  | 4/6/09               | 4/13/12               | 2/5/09                  | 8/13/09             | 4/27/09                                      | 5/8/09                 |                                     |                   |                  |   |                        |          |
| SCA    | 46    | La Pasa     | J-577-2007-98   | Spencer                   | 115.24        | contig.                | 1/25/01                         | 605-450-08-00   | 8/21/08              | 4/19/01               | 8/4/2008 re-done 3/4/09 | 5/22/2001 & 5/8/09  | 5/29/08                                      | 11/21/2003 & 6/30/2008 |                                     |                   |                  |   |                        |          |
| SCA    | 47    | Los Coyotes | J-578-2008      | Gaming                    | 23.10         | off                    | 4/3/09                          | 428-171-66<br>97-66-89                                |                      |                       |                         |                     |  |                        |                                     |                   |                  |   |                        |          |
| SCA    | 48    | Lynon       | J-509-2008-1784 | Hykon-Windsor             | 124.12        | off                    | 4/9/2009 - supplemental 6/21/11 | 14-44PNs  | PHASE I 6/9/11       | EA                    | 7/19/12                 | NOA                 | 10/19/2011 and 1/6/2012                      | 10/25/12               | 5/15/2012 Memo                      |                   |                  |   |                        |          |
| SCA    | 49    | Manzanilla  | J-579-2007-81   | Gaming                    | 60.00         | off                    | 4/14/06                         | 059-010-001   | 6/9/11               | EIS in review         | 2/14/11                 | 10/31/11            |  |                        |                                     |                   |                  |   |                        |          |
| CCA    | 50    | Moretown    | J-625-2008-1552 | Parking Lot               | 5.45          | contig.                | 3/25/08                         | 079-230-015   | 3/14/12              | 12/1/08               | 9/6/11                  |                     | 3/23/12                                      |                        |                                     |                   |                  |   |                        |          |
| SCA    | 51    | Morengo     | J-000-2010-2085 | Bonnes, Jeaquina          | 1.00          | on                     | 1/28/10                         | 531-150-055   | 3/24/10<br>10/21/10  | 9/23/10               | 8/25/10                 | 12/9/10             | 1/13/11                                      | 3/15/11                | 3/28/11                             | 5/23/11           | 5/23/11          | 7/11/11                                     | 9/28/11                | 11/21/11 |
| SCA    | 52    | Morengo     | J-000-2008-1594 | Caldron-Salgado           | 1/18 interest | on                     | 6/12/07                         | 519-020-018   | undefined interest   |                       | 9/16/11                 |                     | 9/1/11                                       | 10/25/11               | N/A                                 | 12/1/11           | 3/6/12           | 5/1/12                                      | 6/7/12                 |          |
| SCA    | 53    | Morengo     | J-000-2010-2082 | Sosa Amber                | 1.48          | on                     | 1/28/10                         | 531-150-054   | 3/24/10<br>10/21/10  | 9/23/10               | 8/25/10                 | 12/9/10             | 3/15/11                                      | 3/15/11                | 3/24/11                             | 6/14/11           | 8/22/11          | 9/28/11                                     | 11/21/11               |          |
| SCA    | 54    | Morengo     | J-000-2010-2196 | Marin Regan               | 4.20          | on                     | 2/9/10                          | 519-020-024, 519-020-025, 519-020-026                 | 3/24/10              | 2/8/11                | 8/25/10                 | 12/8/10             | 1/13/11                                      | 3/15/11                | 3/24/11                             | 5/18/11           | 7/6/11           | 9/28/11                                     | 11/21/11               |          |
| SCA    | 55    | Morengo     | J-000-2011-2352 | Rice, Lucille             | 1.34          | on                     | 3/27/11                         | 519-020-023   | 5/21/12              | 5/8/11                | 3/29/11                 | 6/22/11             | 5/25/11                                      | 6/7/11                 | 9/14/11                             | 12/1/11           | 3/6/12           | 8/2/12                                      |                        |          |
| SCA    | 56    | Morengo     | J-00-582-2011-  | Kleinmann Property        | 40.00         | on                     | 3/27/11                         | 514-170-005   | 5/6/11               | 5/9/11                | 3/22/11                 | 6/22/11             | 5/26/11                                      | 6/8/11                 | 9/15/11 Field NOD, released 10/4/11 | 12/1/11           | 2/27/12          | 5/1/12                                      | 6/1/12                 |          |
| SCA    | 57    | Morengo     | J-000-2008-1592 | INDIVIDUAL - Martin Ranch | 54.45         | OFF                    | 5/20/08                         | 531-080-021   | PHASE I              |                       |                         |                     |  |                        |                                     |                   |                  |   |                        |          |
| SCA    | 58    | Morengo     | J-000-2008-1740 | Tarinino                  | 5.09          | on                     | 2/9/09                          | 532-040-012   | 10/7/10              | 9/23/10               | 4/24/09                 | 4/24/10             | 10/15/10                                     | 11/15/10               | 3/22/11                             | 5/23/11           | 7/6/11           | 9/28/11                                     | 11/21/11               |          |
| SCA    | 59    | Morengo     | J-000-2011-2307 | Waters, Leah              | 5.06          | On                     | 1/7/11                          | 513-150-007   | 6/8/2012- updated    | CE - 7/5/11           | 2/2/11                  | 10/13/11            | 9/8/11                                       | 9/15/11                | 12/6/11                             | 5/9/12            | 6/21/12          | 8/2/12                                      |                        |          |
| SCA    | 60    | Morengo     | J-000-2011-2308 | Castaneda, Joseph         | 5.00          | On                     | 1/7/11                          | 514-180-007   | 5/6/11               | 5/6/11                | 2/31/11                 | 6/23/11             | 5/25/11                                      | 6/7/11                 | 10/20/11                            | 12/1/11           | 2/27/12          | 5/1/12                                      | 6/7/12                 |          |
| CCA    | 61    | North Fork  | J-532-2007-107  | Gaming                    | 305.49        | off                    | 3/2/05                          | 033-030-010 thru 015 & 033-030-017                    | 12/15/08             |                       | 9/6/07                  | 3/10/06             | 12/22/08                                     | 2/2/09                 | MEMO 3/25/10                        |                   |                  |   |                        |          |
| SCA    | 62    | Pala        | J-583-2007-245  | Rancho Luna Mia           | 49.63         | contig.                | 5/25/07                         | 110-090-19 & 20                                       | 3/28/11              | 7/5/07                | 6/24/08                 | 11/5/09             | 9/14/09                                      | 9/29/09                | 12/4/11                             | 3/23/11           | 5/11/11          | 6/28/11                                     | 8/4/11                 |          |
| SCA    | 63    | Pala        | J-583-2008-1786 | Salsatan                  | 367.89        | contig.                | 4/6/09                          | 110-024-01, 110-050-108, 111-160-08, 121, 14, 15 & 16 | 11/1/009<br>Salsatan | 7/5/07                | 9/19/09                 |                     | 7/15/11                                      |                        |                                     |                   |                  |   |                        |          |

Status Of Pending Applications

| Agency | Count | Title             | FTIS Case #     | Project Name               | Acres  | ON OFF, COUNTING, OTHER | App. Receipt Date | APN  | Phase 1 Date | NEPA, FONS or CAT EX | GIS REVIEW | Notice of App. Date | Submit to Solicitor for Prelim Title Opinion | Solicitor Opinion Date  | Notice of Decision | Final Agency Deter. | Accept. Of Convey | Submit to Solicitor for Final Title Opinion | Final Opinion of Title |
|--------|-------|-------------------|-----------------|----------------------------|--------|-------------------------|-------------------|--|--------------|----------------------|------------|---------------------|--|-------------------------|--------------------|---------------------|-------------------|---|------------------------|
| SCA    | 64    | Pala              |                 | Hanson                     | 226.13 | config                  | 4/6/09            | 110-07-27, 31; 110-370-05, 110-072-29, 110-370-02, 03, 04, 06, 07, 08, 10, 12, 13 & 14 | 4/18/11      | 7/5/07               | 9/19/09    | NDA                 | 9/24/12                                      |                         |                    |                     |                   |   |                        |
| SCA    | 65    | Pala              | J-589-2009-1869 | Rimsa                      | 345.32 | config                  | 8/28/09           | 109-141-03, 109-374-04, 109-160-05   | 4/18/11      |                      | 9/19/09    | 7/12/11             | 5/31/11                                      | 6/8/11                  |                    |                     |                   |   |                        |
| SCA    | 66    | Pala              | J-589-2009-1868 | Duler                      | 78.50  | config                  | 8/28/09           | 110-040-13   | 11/17/11     | CA/EK 1/17/11        | 9/9/09     | 3/23/11             | 1/24/10                                      | 3/15/11                 | 11/30/11           | 2/22/12             | 5/9/12            | 8/2/12                                      | 8/14/12                |
| SCA    | 67    | Pala              | J-589-2010-2128 | Gateway                    | 90.53  | off                     | 3/22/10           | 125-053-02, 09, 10, 125-100-10   | 12/7/10      | 2/4/11               | 11/5/10    |                     | 2/2/11                                       | 3/17/11 Non-Endorsement |                    |                     |                   |   |                        |
| SCA    | 68    | Pala              | J-589-2010-2285 | McCarnet                   | 23.98  | config                  | 10/29/10          | 110-120-01, 07, 08, 09, and 110-120-23   | 11/10/09     | 7/5/07               | 7/16/12    | NDA                 | PTO  |                         |                    |                     |                   |   |                        |
| SCA    | 69    | Perthanga         | J-589-2007-1111 | Medbrook                   | 11.53  | config                  | 4/13/01           | 349-140-006-7  | 2/5/03       | 8/14/01              | 9/4/09     | 4/13/01             | 5/26/09                                      | 7/15/09                 |                    |                     |                   |   |                        |
| CCA    | 70    | Playuna           | J-534-2009-1990 | Bible Story                | 217.43 | off                     | 10/14/09          | 050-141-004, 050-082-005   | 8/1/12       |                      | 5/12/10    | NDA                 | PTO  |                         |                    |                     |                   |   |                        |
| CCA    | 71    | Playuna           | J-534-2009-1993 | Salari World               | 64.77  | off                     | 11/2/09           | 054-322-002, 054-322-003, 054-322-004  | 4/19/12      |                      | 2/24/10    | 8/8/12              | PTO  |                         |                    |                     |                   |   |                        |
| CCA    | 72    | Playuna           | J-500-2007-114  | 2 Married Esps             | 120.00 | off                     | 12/9/99           | 084-100-012  | 6/19/03      | 7/5/03               |            | 6/27/99             |  |                         |                    |                     |                   |   |                        |
| CCA    | 73    | Playuna           | J-534-2009-1851 | Hawkins Valley             | 366.36 | off                     | 7/21/09           | 064-130-025, 026, 027, 028, 003, 064-110-06, 013, 014                                  | 4/19/12      |                      | 10/15/09   | NDA                 | PTO  |                         |                    |                     |                   |   |                        |
| CCA    | 74    | Playuna           | J-534-2010-2038 | Sligo Coach                | 2.99   | config                  | 1/4/09            | 054-330-001  | 4/19/12      |                      | 9/14/12    | NDA                 | Draft  |                         |                    |                     |                   |   |                        |
| CCA    | 75    | Playuna           | J-534-2008-1482 |                            | 11.61  | config                  | 11/14/07          | 054-175-02, 154-333, 038, 054-460-011, 024, 02   | 5/14/09      | CA/EK 12/3/07        |            | 6/4/08              | 10/7/08                                      | 2/4/09                  | 3/4/09             | 4/14/09             | 6/3/09            | 9/14/09                                     | 12/29/11               |
| CCA    | 76    | Playuna           |                 | Big Sandy Dr.              | 12.48  | config                  | 6/30/10           | 054-460-012, 054-460-013, 054-460-014 and 054-460-025                                  | 4/19/12      | 7/3/12               | 6/6/11     | 9/22/11             | 6/13/11                                      | 7/18/11                 | 8/3/12             |                     |                   |   |                        |
| CCA    | 77    | Philoeville       | J-535-2007-117  |                            | 106.00 | off                     | pending           | 156-130-03, 035, 001-020-02  | PHASE 1      |                      |            |                     |  |                         |                    |                     |                   |   |                        |
| NCA    | 78    | Quartz Valley     | J-593-2009-1790 |                            | 1.69   | on                      | 4/16/09           | 024-320-110  | 10/24/11     | 9/23/12              | GIS        | NDA                 | PTO  |                         |                    |                     |                   |   |                        |
| NCA    | 79    | Reading Rancheria | J-539-2007-37   | Stewbery Fields/Gaming     | 150.00 | off                     | 3/9/07            | 055-010-011, 012, 014, 055-020-001   | 8/31/09      |                      | 6/23/09    | 4/6/06              | 2/16/10                                      | 3/28/10                 | 2/17/11            | 4/19/11             | 6/28/11           | 9/13/11                                     | 11/3/11                |
| NCA    | 80    | Reading Rancheria | J-500-2007-22   | Individual Jeanette McCain | 0.70   | on                      | 5/22/09           | 049-400-025  | 4/25/11      | 1/13/06              | 6/23/09    | 4/6/06              | 2/16/10                                      | 3/28/10                 | 2/17/11            | 4/19/11             | 6/28/11           | 9/13/11                                     | 11/3/11                |
| NCA    | 81    | Reading Rancheria | J-539-2010      | Riparian                   | 20.77  | Config                  | 9/22/10           | 049-380-040, 038   | 10/17/05     |                      | GIS        | NDA                 | PTO  |                         |                    |                     |                   |   |                        |
| NCA    | 82    | Reading Rancheria | J-500-2007-29   | Individual Arthur Hayward  | 1.50   | on                      | 2/11/98           | 049-400-012  | 5/23/12      | CA/EK 1/13/2006      | 6/24/11    | 2/13/01             | 5/19/2002 and 9/13/11                        | 6/5/2002 and 9/19/11    | 10/13/11           | 2/10/12             | 6/28/12           |   |                        |

Status Of Pending Applications

| Agency | Count | Tribe                   | FTTS Case #     | Project Name   | Acres  | ON OFF-COUNTING-OTHER | App. Receipt Date | APN   | Phase 1 Date          | NEPA: FONSI or CMT EX | GIS REVIEW            | Notice of App. for Prem Title | Submit to Solicitor for Prem Title Opinion | Solicitor Opinion Date | Notice of Decision | Final Agency Date. | Accept Of Convey | Submit to Solicitor for Final Title Opinion | Final Opinion of Title |
|--------|-------|-------------------------|-----------------|----------------|--------|-----------------------|-------------------|---|-----------------------|-----------------------|-----------------------|-------------------------------|--|------------------------|--------------------|--------------------|------------------|---|------------------------|
| NCA    |       | Redding Rancheria       | J-538-2012      | Lowy Property  | 67.87  | off                   | 7/24/12           |   |                       |                       |                       |                               |  |                        |                    |                    |                  |   |                        |
| CCA    | 83    | Redwood Valley          | J-539-2009-1789 | housing        | 17.50  | off                   | 4/17/09           | 004-055-29-004-055-43   |                       |                       | need                  |                               |  |                        |                    |                    |                  |   |                        |
| CCA    | 84    | Rincon                  | J-587-2011-2322 | Page = 3       | 60.00  | contig.               | 2/9/11            | 133-180-17-133-190-19   | 7/5/12                |                       | 3/1/11                |                               | PTO  |                        |                    |                    |                  |   |                        |
| CCA    | 85    | Rincon                  | J-587-2011-2315 | Bois = 4       | 5.14   | on                    | 1/4/11            | 188-050-01  | 7/5/12                |                       | 12/7/11               |                               | 12/7/11                                    | 12/18/11               |                    |                    |                  |   |                        |
| CCA    | 86    | Rincon                  | J-587-2010-2095 | Fennick = 2    | 5.49   | on                    | 7/27/10           | 133-120-12  | 7/8/12                |                       | 8/13/10               |                               | PTO  |                        |                    |                    |                  |   |                        |
| CCA    | 87    | Rincon                  | J-587-2010-2208 | Mowry = 1      | 516.76 | contig.               | 7/27/10           | 133-190-04-133-190-07   | 4/18/11               |                       | 8/18/10               |                               | 10/19/11                                   | 10/28/11               |                    |                    |                  |   |                        |
| CCA    | 88    | Robinson                | J-516-2007-118  |                | 722.75 | contig.               | 4/20/06           | 201-111-01-02, 201-121-01-02, 201-131-01-02, 201-141-03-04, 05, and 06            | 4/18/11               |                       | 10/6/08               |                               | PTO  |                        |                    |                    |                  |   |                        |
| CCA    | 89    | Round Valley            | J-540-2007-121  | Slyline        | 10.00  | on                    | 6/23/05           | 033-330-02  |                       |                       | 10/6/08               |                               |  |                        | 8/4/05             |                    |                  |   |                        |
| CCA    | 90    | Santa Rosa Reevaluation | J-590-2012-     |                | 20.00  | contig.               | 4/19/12           | 577-140-202   |                       |                       | Alquist Parts         |                               |  |                        |                    |                    |                  |   |                        |
| CCA    | 91    | San Manuel              | J-588-2008-1484 | Babi           | 24     | contig.               | 12/12/08          | 0285-121-17-0-000 and 0285-121-02-24-000  | 7/7/08 update pending |                       | 5/29/09               |                               | 12/1/10                                    | 11/24/10               | 12/23/10           | 10/6/11            | 12/7/11          | 2/14/12                                     | 4/23/12                |
| CCA    | 92    | San Manuel              | J-588-2008-1484 | Maroff         | 92.13  | contig.               | 12/12/08          | 0285-181-27, 0285-201-42, 0285-201-46, 0285-141-12, and 0285-971-29               | 7/7/08 update pending |                       | 5/29/09               |                               | 12/1/10                                    | 11/30/10               | 1/18/11            | 10/6/11            | 12/7/11          | 2/14/12                                     | 6/19/12                |
| CCA    | 93    | San Manuel              | J-588-2008-1484 | Shopping Plaza | 43.3   | contig.               | 12/12/08          | 119-011-01  | 4/25/12               | FONSI 9/22/2010       | 5/29/09               |                               | 12/29/10                                   | 12/14/10               | 10/6/11            | 12/7/11            | 2/14/12          | 5/4/12                                      |                        |
| CCA    | 94    | San Pasqual             | J-589-2009-1881 |                | 9.00   | contig.               | 9/2/09            | 189-051-02  | 4/25/12               |                       | 5/27/09               |                               | 3/11/10                                    | 3/20/10                | 1/4/11             | 5/4/11             | 5/8/12           |   |                        |
| CCA    | 95    | San Pasqual             | J-589-2009-1882 |                | 533.00 | contig.               | 9/2/09            | 190-110-01, 03-190-100-01, 190-020-01, 05-190-03-08                               | 1/22/10               |                       | 5/10/2011 and 7/31/12 |                               | 5/8/11                                     |                        |                    |                    |                  |   |                        |
| CCA    | 96    | San Pasqual             | J-589-2009-1883 |                | 29.00  | off                   | 9/2/09            | 188-181-13-00   | 2/2/10                |                       | 7/31/12               |                               | PTO  |                        |                    |                    |                  |   |                        |
| CCA    | 97    | Santa Ynez              | J-591-2007-126  | Masters        | 6.80   | contig.               | 11/8/01           | 143-241-03, 143-251-01, 143-251-05, 143-251-06, 143-251-08, 143-251-09            |                       | 9/22/04               |                       | 5/8/11                        |  | 1/14/03                | 1/29/03            | 1/14/05            | 2/10/06          |   |                        |
| CCA    | 98    | Santa Ynez              | J-591-2007-127  | 13 parcels     | 5.88   | contig.               | 4/25/05           | 143-253-02 thru 08, 143-254-03, 143-252-01, 02, 143-242-01, 02, 143-242-01, 24-01 | 12/4/06               | NEPA                  | GIS                   |                               | 12/1/05                                    | 1/23/07                |                    |                    |                  |   |                        |

Status Of Pending Applications

| Agency | Count | Tribal                           | FTIS Case #     | Project Name   | Acres                        | ON, OFF, CONTING, OTHER | App. Receipt Date      | APN  | Phase 1 Date                | NEPA, FONSI or CAT EX | GIS REVIEW                                       | Notice of App. Date         | Special to Solicitor for Prelim Title Opinion | Solicitor Opinion Date  | Notice of Decision | Final Agency Decision | Accept. Of Convey | Special to Solicitor for Final Title Opinion | Final Opinion of |
|--------|-------|----------------------------------|-----------------|--|------------------------------|-------------------------|------------------------|--|-----------------------------|-----------------------|--|-----------------------------|---|-------------------------|--------------------|-----------------------|-------------------|--|------------------|
| CCA    | 99    | Snake Valley                     | J-593-2010-128  | Ganning  | 29.87                        | off                     | 11/9/04                | 408-130-038  |                             | ROD at PR             | GIS  | 31/4/2005 re-issued 5/11/12 |   |                         |                    |                       |                   |  |                  |
| NCA    | 100   | Smith River                      | J-564-2007-133  | Haswell  | 1253                         | off                     | 7/25/03                | 101-110-02803  | 4/21/2006 & 7/1/2010/1/4/12 | FONSI 10/7/11         | 9/23/10  | 8/4/04                      | 9/24/10                                       | 10/9/10                 |                    |                       |                   |  |                  |
| NCA    | 101   | Smith River                      | J-564-2007-132  | Keeler   | 2.44                         | contig.                 | 2/9/03                 | 102-070-21   | 3/1/12                      |                       | 8/23/10  | 8/4/04                      | 3/8/12  | 3/12/12                 |                    |                       |                   |  |                  |
| NCA    | 102   | Smith River                      | J-564-2007-134  | lot 09 - Barley                                      | 6.00                         | off                     | 8/8/02                 | 101-110-039  | 7/1/2010/1/4/12             | FONSI 10/7/11         | 8/13/10  | 8/4/06                      | 8/25/10                                       | 10/13/10                |                    |                       |                   |  |                  |
| NCA    | 103   | Smith River                      | J-564-2007-137  | North 40   | 2.16                         | on                      | 9/26/02                | 102-80-56  | 7/12/10                     | 10/2/09               | 5/28/10  |                             |   |                         |                    |                       |                   |  |                  |
| NCA    | 104   | Smith River                      | J-564-2007-136  | lot 44 - Martin                                      | 1.19                         | on                      | 1/14/04                | 102-050-03   |                             |                       |  |                             |   |                         |                    |                       |                   |  |                  |
| SCA    | 105   | Soboba Horsehide Grands          | J-563-2007-549  | Ganning  | 534.91                       | contig.                 | 8/7/07                 | 433-120-023, etc                                     |                             | EIS in draft          | 7/6/07 comp/ 11/18/12                            | 1/11/12                     | 4/10/12                                       |                         |                    |                       |                   |  |                  |
| SCA    | 106   | Sycuan                           | J-584-2009-1986 | Smith Ranch, Shoging Hills, Star Ranch, Sloan Canyon | 1966.14 acres to 1,357 acres | Contig.                 | 5/12/09                | original 30 parcels to reduce to 21 parcels          | 1/12/91/11                  | EIS in draft          | 4/24/2009 - supplemental June 2011 - GIS 5/7/012 | 9/16/11                     | 6/20/12                                       | 8/27/12                 |                    |                       |                   |  |                  |
| SCA    | 107   | Sycuan                           | J-584-2010-2485 | Cater, Cooper, Ruis, Sperry                          | 17.51                        | off                     | 5/17/10                |  | 3/2/10                      | 7/19/10               | 6/23/11  | 10/18/11                    | 6/23/11                                       | 9/14/11                 |                    |                       |                   |  |                  |
| CCA    | 108   | Table Mountain                   | J-551-2010-2226 |  | 147.00                       | contig.                 | 9/9/10                 | 300-210-23; 300-032-32; 33-34-300-380-02-08; 19 & 20 | 5/4/11                      |                       | 1/20/11  | 3/22/12                     | 23/12   | 3/8/12                  |                    |                       |                   |  |                  |
| CCA    | 109   | Table Mountain                   | J-551-2007-444  | Brighton Crest                                       | 12.96                        | contig.                 | 1/5/04                 | 300-210-19a  | 1/30/04                     | 2/6/04                | 10/13/10   | 1/29/04                     | 9/15/11                                       | 9/28/11 Non-Endorsement |                    |                       |                   |  |                  |
| CCA    | 110   | Table Mountain                   | J-551-2011-2422 |  | 178.00                       | off                     | 3/23/11                |  | 8/29/12                     | 11/24/11              |  |                             | 8/24/12                                       |                         |                    |                       |                   |  |                  |
| CCA    | 111   | Table Mountain                   |                 |  | 22.80                        | contig.                 | 5/10/12                | 300-290-17-20; 21; 23; 24; and 29                    |                             |                       | 8/20/12  |                             |   |                         |                    |                       |                   |  |                  |
| CCA    | 111   | Timbisha (Shoshone Death Valley) | J-593-2007-1398 |  | 58.08                        | off                     | 3/3/2005 only the Res. | 3084-501-03-30                                       |                             |                       |  |                             |   |                         |                    |                       |                   |  |                  |
| CCA    | 112   | Tule River                       | J-593-2007-146  | Airport  | 40.00                        | off                     | 3/29/02                | 302-400-001 to 017                                   | 11/19/03                    | 8/17/10               |  | 7/8/2003 & 12/28/09         | 12/4/09                                       | 8/20/10                 | 1/4/11             |                       |                   |  |                  |

Status Of Pending Applications

| Agency | Count | Tribes                       | FTIS Case #     | Project Name    | Acres  | ON, OFF, COUNTING, OTHER | App. Receipt Date | APN   | Phase 1 Date | NEPA, FONSI or CAT EX | GIS REVIEW               | Notice of App. Date | Submit to Solicitor for Prelim Title Opinion | Solicitor Opinion Date  | Notice of Decision | Final Agency Date | Accept. Of Convey | Submit to Solicitor for Final Title Opinion | Final Opinion of Title |
|--------|-------|------------------------------|-----------------|-----------------|--------|--------------------------|-------------------|---|--------------|-----------------------|--------------------------|---------------------|--|-------------------------|--------------------|-------------------|-------------------|---|------------------------|
| CCA    | 113   | Tule River                   | J-555-2007-147  | Henry Lane      | 876.12 | conlig.                  | 11/9/04           | 305-130-11, 10, 17.   | 4/21/05      |                       | 11/5/09                  | 10/9/10             | PTO  | 10/15/09                | 10/23/09           |                   |                   |   |                        |
| CCA    | 114   | Tule River                   | J-553-2007-149  | Highway 190     | 34.90  | conlig.                  | 12/1/04           | 284-240-30  | 4/21/05      |                       | GIS                      | 3/1/05              |  |                         |                    |                   |                   |   |                        |
| SCA    | 115   | Twenty-Nine Palms/Echo Trail | J-599-2008-1925 | Echo Trails     | 47.31  | Conlig.                  | 2/20/08           | 0803-101-020-7  | 5/28/09      | 7/14/09               | 4/24/09                  | 11/6/09             | 10/15/09                                     | 10/23/09                |                    |                   |                   |   |                        |
| SCA    | 116   | Vejlas                       | J-599-2010-2227 | vejlas grade NW | 90.00  | conlig.                  | 8/11/10           | 405-120-10, 405-010-05  | 1/17/12      | FONSI 9/15/10         | Alquist Plans 10/15/2010 | 1/19/11             | 12/15/10                                     | 12/22/10                | 6/17/11            | 9/1/11            | 1/28/12           | 4/20/12                                     | 6/1/12                 |
| SCA    | 117   | Vejlas                       | J-599-2010-2228 | red oak         | 88.50  | conlig.                  | 8/11/10           | 406-020-03, 08, 09, 12, 406-030-11, 14, 15, 22, 23  | 4/18/11      | FONSI 9/15/10         | 11/9/10                  | 9/21/11             | 9/15/11                                      | 9/28/11 Non-Endorsement |                    |                   |                   |   |                        |
| CCA    | 118   | Yorba Dale                   |                 |                 | 653.00 | conlig.                  | 6/20/11           | 060-030-16, 060-030-017, 060-030-001, 060-030-008, 060-030-009, 060-020-013, 060-020-019, 060-020-020, 048-230-001, 047-020-001, 060-010-001, 060-013-001, 060-014-001, 060-020-011 and 060-020-014 |              |                       | 1/18/12                  |                     |  |                         |                    |                   |                   |   |                        |

CONSTRUCTION MANAGER  
WORK LOG  
From 9-20-12 to 10-17-12

- 9-20-12 Write Council report. Take 8 hours annual leave, personal business in Yreka.
- 9-21-12 Crew schedule. Personnel Action paperwork with Daniel. Make calls to Bell Hardware and Ray-Mac. Invoice paperwork.
- 9-24-12 Time cards/mileage sheets. Medford to order 2<sup>nd</sup> set of gym doors and buy roofing felt.
- 9-25-12 Off load pallet of 30# felt. Prep for roof work. Research and e-mails to I.H.S. regarding HVACs in Yreka Clinic and Log Building. Attend pre-bid for speed bump project.
- 9-26-12 Sick Leave Eye Dr. appointment in Yreka.
- 9-27-12 Office paper work Get crew going. Check status of roff project. Check mechanics. More paper work. Talk to Bell Hardware about door order.
- 9-28-12 Holiday
- 10-01-12 Crew schedule. Signs of gas theft again. Make list and report. Transport Daniel to ranch to drive John Deere back from ranch. Measure for rool drawer in CVHS office.
- 10-02-12 Invoice paper work Three members out. Get remaining crew started on roof. Work with Paul Frazier from I.H.S. by phone on two HVAC projects. Work with Daniel on bathroom design.
- 10-03-12 Building estimate per I.H.S. request. Draw floor plan for log building. Check on mechanics progress.
- 10-04-12 Procurement form for vinyl flooring in Yreka TANF office. Write Scope of work for RFP to have HVAC installed in Log Building. Repair chair.
- 10-05-12 Get crew started Daniel to Yreka for electrical job at clinic. Order supplies. Start layout of drawer for CHS office
- 10-08-12 Time cards /mileage sheets. Staff meeting, crew schedule. Invoice paperwork. See Dan Falkenstein at ranch to set up starting schedule for septic system.



- 10-09-12 Roof schedule. Start procurement paperwork for ranch septic system. Start assembly of drawer for CHS office.
- 10-10-12 Medford for roofing supplies.
- 10-11-12 Yreka to inspect and green tag three meter panels for Housing. Invoice paperwork.
- 10-12-12 Payroll, office paperwork. Research, locate and order lawn/grass sweeper. Go over schedule with Daniel. Whitson's plumber checked out "problem" leak at dental. Found no leak but splash over from sink.
- 10-15-12 Schedule with crew. Rain delay on roof. Send crew to Yreka for electrical project. Orleans for pre-bid on Wellness Center.
- 10-16-12 Invoice paperwork. Crew schedule, roof still wet to work, have crew work on outside lights. On site planning with crew for bathroom and used oil tank pad. Work on estimates for bathroom. Research record for lost invoice.
- 10-17-12 Sick Leave

LOW INCOME ASSISTANCE PROGRAM  
COUNCIL REPORT  
October 25, 2012

Ayukii Tribal Council,

We have received our first award letter for LIHEAP funding from the Department of Health and Human Services. The letter states that we have been awarded a reallocation as a result of monies that were not spent by other Tribes in FY 2011, the total amount of that reallocation was \$3.089 million, our share of that figure is \$82,907. We are still awaiting our actual award for FY 2013 in addition to that allocation which usually arrives in the month of November of each fiscal year. This is very good news, as our previous best award of approximately \$90,000 looks like it will be surpassed and our goal to receive more funding in this program will be achieved for this year. We have that budget set up and have been making payments for energy assistance; however no stats had been posted for this fiscal year at the time of this report. We have also met our program plan requirement of mass mailing applications to our Tribal Members that live in our service area. That mailing list has been created from those households that have used the LIHEAP program in previous years.

Our CSD program has used over 90% of the funding at this time which leaves approximately 9 more households that we will be able to provide assistance to with this year's grant. The timeline for spending this funding runs through the end of December.

Our LIAP Committee is continuing to provide emergency assistance to as many families as possible that have made request. However we still have to take into account any previous usage of this program during the current fiscal year to try to avoid assisting the same applicants more than once. We do our best to explain that this fund is limited and is set up to be a safety net for emergency situations that might arise and is in place to cover the whole tribal enrollment, including those members who reside outside of our service area.

There is still no word of any awards for this year's HIP applicants. With regards to the current HIP projects and the confidentiality that pertains to them, we will no longer be providing any information on the status of those projects in these reports. If there are any questions about the remaining projects we would like to answer those questions in private.

Our General Assistance Work Experience Program does not have anyone signed up at this time. We will continue to encourage anyone who is eligible and wants to work the program to apply.

We have provided statistics from last month's payments so that you can see the breakdown of the programs assistance in each category. If you have any questions please contact me.

Yootva.  
Robert Attebery  
LIAP Administrator

| <u>Program</u>    | <u>Code</u> | <u>Program Period</u> | <u>Budget</u> | <u>Year to Date</u> |                | <u>%</u> |
|-------------------|-------------|-----------------------|---------------|---------------------|----------------|----------|
|                   |             |                       |               |                     | <u>Balance</u> |          |
| GA                | 2130-57     | 10/1/11 to 9/30/12    | 68142         | 24683               | 43457          | 36%      |
| CSD               | 6063-08     | 1/1/12 to 12/31/12    | 16295         | 14741               | 1554           | 90%      |
| LIAP              | 1000-00     | 10/1/12 to 9/30/13    | 12000         | 348                 | 11652          | 3%       |
| LIHEAP            | 4011-08     | 10/1/12 to 9/30/13    | 82907         | 82907               | 0              | 0%       |
| Burial Assistance | 2130-57     | 10/1/11 to 9/30/12    | 40000         | 20019               | 19980          | 50%      |
| Adult Services    | 2130-57     | 10/1/11 to 9/30/12    | 20000         | 172                 | 19828          | 1%       |

(FY 2013 Budgets have only been established for LIHEAP & LIAP at the time of this report. The other programs reflect the end of their FY 2012 status.)

Number of People Assisted from September 20, through October 18, 2012

|                        |              |
|------------------------|--------------|
| GA.....                | 4            |
|                        | (4 Payments) |
| CSD.....               | 9            |
|                        | (9 Payments) |
| LIAP.....              | 4            |
| LIHEAP.....            | 0            |
|                        | (0 Payments) |
| Burial Assistance..... | 0            |
| Adult Services.....    | 0            |

Breakdown of Services

|  |    |
|--|----|
| Electricity.....(CSD...1).....(LIAP...0).....          | 1  |
| Shelter.....(GA...0).....(CSD...0).....(LIAP...1)..... | 1  |
| Food.....(GA...4).....(CSD...7).....(LIAP...3).....    | 14 |
| Septic.....(CSD...1).....                              | 1  |



# **TERO DIRECTOR'S REPORT - OCTOBER 2012**

*\*Two action items for consideration*

## **Workforce Protection Act (WPA)**

We have scheduled what could be our last meeting for October 29<sup>th</sup> for a review of the WPA. We have received comment and input from Stephanie Dolan and the HR attorney. We will forward the final draft with recommendations for approval once our work is finished.

## **TERO Dispatch**

We are working with the Transportation department to employ some positions to work on the contracts they are initiating in all three communities for speed bumps. There is a need to look at our procedure for giving contractors a "Notice to Proceed" to ensure TERO provisions are met. We will hold a meeting to look into this further.

## **Caltrans**

I participated in a Caltrans conference call for the TERO subcommittee workgroup. They want to finalize the TERO guidelines, the TERO Highway Construction Permit (THCP) that tribes will issue and determine the best way for a tribe to invoice for the TERO fee. We (Hupa, Yurok and Karuk) made it clear on the conference call that we wanted to have jurisdiction for Indian preference in contracting on emergency contracts (such as slides). This is a battle the Caltrans staff does not want to take on but we will be persistent in voicing our concerns. Another issue is the definition of "on or near" Tribal Lands.

Our overall MOU with Caltrans has still not been finalized and I do not know if another meeting has been scheduled.

## **Yav Pa'anav**

We made some great progress at our last meeting working on our referral form. We decided we need the form to be in quadruplicate so that we can ensure we can track referrals efficiently. I will be getting quotes for these forms to be printed to be utilized by the Yav Pa'anav forum. The two grant funded programs that specifically mention the Yav Pa'anav forum as their mechanism for client services should be able to fund the costs of getting the forms made up.

We have been making great progress as a group and continue to work towards being the support and resource for each other and our tribal member clients.

### **Four TERO's Union Meeting**

The Hupa, Yurok, Smith River and Karuk TERO programs met with several union representatives in Eureka on October 11<sup>th</sup>. We had a very productive meeting and got to learn about all the different trades and apprenticeship programs available to our tribal members. In addition there was a great willingness to work with each of us tribes for specific training needs. There were lots of issues to discuss so the group decided to hold quarterly meetings to have dialogs with tribes and TERO's. We have a lot to teach the unions regarding tribal issues but they are very willing to work with us and have a lot of common issues with tribes.

I was able to take TERO Commissioner Kent with me and it was very nice to have her along. It makes a huge difference when we can have our leadership with us in these kinds of meetings.

As a follow-up to the Eureka meeting I am working on arranging for the plumber and pipefitter union rep from Redding come to Yreka on Council meeting day to learn more about us and to discuss potential training opportunities for tribal members.

### **Native Employment Works N.E.W. Grant**

With the professional help from the fiscal department I was able to complete and submit the end of the year annual report for the NEW grant. TANF will now officially be administering this grant and I have made the changes and notified the NEW program specialist. I will schedule a meeting with Lester, TANF Director and have a transition meeting. This is the grant that funds the materials and supplies (not food) for the Yav Pa'anav forum and targets workforce readiness and removing barriers to work.

### **PNW Regional Meeting & 2012 TERO Legal Update Symposium – Las Vegas, NV, December 12-14, 2012**

The annual TERO Legal Updates Symposium is scheduled for this December. This annual meeting is the foremost important TERO meeting of the year. The National Council for Tribal Employment Rights (CTER) did not hold an annual summer conference as they usually do so this meeting is important to be able to learn what is happening in TERO Indian Country. The Pacific Northwest Regional TERO is also holding their quarterly meeting in conjunction with the national symposium so I would like to request that the entire TERO commission be allowed to go but with that not being realistic I would like to request up to three and myself be approved for out-of-state travel to these meetings. We will have a lot of meetings/workshops to attend.

***\*Respectfully request out-of-state travel for the TERO Director and up to three TERO commissioners to attend the Pacific Northwest Regional meeting and the national TERO Legal Update Symposium in Las Vegas December 12 – 14<sup>th</sup>, 2012.***

## **Child Care**

With the end of the fiscal year comes the closing of the books for the year's worth of payments to providers for the care of tribal member children. Time flies! I will be working on the year-end statistical report that is due at the end of December.

### **Child Care Local**

We have had a few requests for services. I will be working with existing clients to update their files as part of new training when a new assistant for the department can be hired. This time of change is a good opportunity to perform self assessments and take a look at how we do business.

Next year we will be required to submit a new biennial child care plan so now is the time to think about the services we provide, the quality activities and collaboration opportunities that we want to make as well as new goals and objectives for the program.

### **Child Care State**

We have been having difficulty getting tribal support and representation at our Tribal Child Care Association of California (TCCAC) quarterly meetings. The TCCAC executive committee has been working with our federal program specialists to find ways to enlist tribes to participate in these meetings. We also hold a meeting with the CA department of education and this dialog has proven to be beneficial for tribes.

TCCAC has been working on a resolution to take to the state senate to recognize Tribal Child Care and our state association.

The TCCAC group and other tribal ccdf grantees continue to meet to develop a Quality Rating and Improvement System (QRIS) similar to what the state is developing. Patty Brown has been able to attend when I am unable. This has been a great help.

### **Child Care National**

The National Indian Child Care Association (NICCA) board members held our quarterly meeting in Washington DC October 1 – 5<sup>th</sup>. We visited over 20 senate offices and staff members of the Health Education Labor and Pensions (HELP) committee. We also visited with USDA and the Office of Child Care. There is a lot going on at the national level and energy is high in DC during the election cycle. Overall our board meeting and visits were very successful.

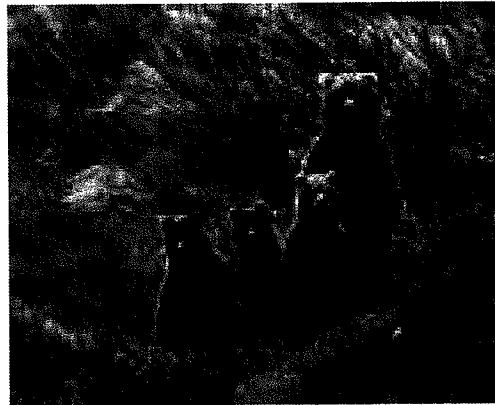
Next year is our scheduled biennial conference and we selected the dates of August 27-29 to hold it in Denver, CO. As a former federal technical assistance contractor employee that used to live in Denver, I was made co-lead of the conference planning committee. Our current child care technical assistance contractor for the child care program is the same company that I used to work for in Denver in 2002 so they are working with NICCA to put on our conference. Our NICCA board will also hold a quarterly board meeting there.

The NICCA board also decided to hold one virtual meeting per year in place of a face to face meeting to cut the costs of traveling and being a board member. Our schedule for the upcoming year is as follows:

|                    |                 |  |
|--------------------|-----------------|--|
| October 2012       | Washington DC   | 1 <sup>st</sup> meeting of Fiscal Year   |
| March 2013         | Washington DC   | 2 <sup>nd</sup> meeting of Fiscal Year (in conjunction with NCAI)                    |
| May / June 2013    | Virtual meeting | 3 <sup>rd</sup> meeting of Fiscal Year   |
| August 25-30, 2013 | Denver, CO      | 4 <sup>th</sup> meeting of Fiscal Year; NICCA 20 <sup>th</sup> Annual Conference (!) |

I do not know if I should request out of state travel to fulfill my NICCA obligations now or wait until each event arrives to request to be able to attend.

**\*Respectfully request approval of NICCA Board Member schedule that includes out of state travel to DC in March, and Denver in August, God willing and if the creek don't rise. (with contingent that I remain in good standing and am keeping up with duties.)**



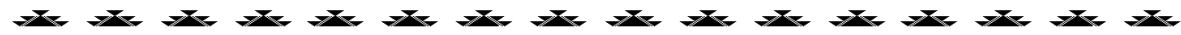
Respectfully Submitted,

*Dion Wood*

Dion Wood, TERO / Child Care



Erin Hillman- Executive Director, KTHA  
Report for Tribal Council  
October 25, 2012



Annual Performance Report-

The Annual Performance Report is my highest priority and Carter and I are working on the reconciliation of the general ledger. Many costs were incorrectly coded and this has resulted in an inaccurate administrative cost percentage for 2012. At a glance, KTHA has completed some of each project listed in its 2012 IHP. This sets us up well for 2013.

Recovered Funds

\$326,531 of 2008 IHBG funds were not included in the total grant when IHP funds were converted to the "55" grant. We received notification that these funds have been transferred from the Treasury to the KTHA LOCCS Account thereby increasing our 2012 IHBG by this amount.

Yreka Wellness Center-

Bernadette and Charles passed out flyers and took surveys of our residents in Yreka for the location of the Wellness Center. We also held a Public meeting on October 18. The results of this survey and meeting will be provided to the BOC at our Monday meeting.

The Environmental Assessment and Architect/Engineering pre bid date is November 9<sup>th</sup>, 10:00 am and 1:30 pm respectively and the closing date for these bids is Tuesday November 27<sup>th</sup> at 5:00 pm. This advertisement will be circulated after the BOC determines placement of the facility.

Training- Environmental Reviews-

Randy Hobbs, Sara Spence, Scott Quinn and I attended HUD's Environmental Review Training in Seattle. The training was an in depth review of the requirements of the ER process. KTHA is required to comply with the ER process at all levels of our activities, including Exempt, Categorically Excluded not subject/ subject to 24 CFR Part 58 and Environmental Assessment. The most valuable parts of this training were the differences and requirements of each level of review, and the laws applicable to the Statutory Worksheet.

Negotiated Rulemaking: Formula-

I have requested that the Board of Commissioners determine their nominee to the Formula Negotiated Rulemaking Committee. My recommendation is that we submit the nomination of an elected Tribal leader. The process for the rulemaking is a Tribal Consultation, and although Executive Directors are nominated by some Tribes, Tribal Consultation is intended to be Government to Government and with Tribal Leaders. Ann and I intend to participate in the support work groups that will go a long with these meetings so our nominee will be able to access us during this time.

O- Link meeting-

The O Link Agreement was successfully completed, and pending our approval of our challenge to our Enrollment numbers, we are to receive over 200k more than was anticipated when we submitted our 2013 IHP. Payment to the Tribes to “make whole” will not be made until Congressional appropriations are made.

Louden House-

No offers yet.

Blue House-

We have ordered an appraisal

Construction/ Maintenance-

We have added two projects to the construction list: the repairs and stabilization of the decks and ramps in the Yreka Housing community and the installation of sprinkler systems for the remaining elder’s homes and the common areas.

Planning Meeting BOC/ Council:

Topics that have been suggested so far:

- Ethics- Conflict of Interest Session (possibly Ed Goodman?)
- Status of Neg Reg- Impacts of change from process
- 2013 IHP Progress on Projects
- 2012 to 2013 Budget Comparison
- Policy Review (which one?)
- Yreka Wellness Center

We would like to request agenda items from the Tribal Council or Board of Commissioners by February 20<sup>th</sup> so that staff members can prepare information for the meeting.

Hoopa Project-

I have attempted to contact the Applicant per his contact with Michael and Buster. However, he has not returned my call nor have I been able to reach him.

Harold Peters-

I received the signed title and have submitted the transfer of the title for the trailer to DMV.

Self-Monitoring Policy-

The current Self-Monitoring Policy is under review. I have emailed to the Board of Commissioners, the current policy and a policy that I found online for TDHE’s that is much more comprehensive. I would like to take the best of this online version and adapt it to our policy. The better our self-monitoring process, the better our catch rate on mistakes and preventing probable audit findings.

Delaney Property-

The map has been recorded.

Emergency Preparedness-

I was excited to receive notice on Monday that a project I worked on at the Tribe has been funded, a three year grant for Emergency Preparedness funded by the Administration for Native Americans. What this means to Housing is that there will be a new Emergency Preparedness Coordinator that we will be working with to develop our specific emergency procedures and policies, as well as have the opportunity to practice these plans with other departments in a table top exercise.

I met with the Tribal Grant writer, Lisa Morehead to review a FEMA grant opportunity. The Housing Authority can support this project by providing a site for trainings/workshop and can work together to encourage our community members' participation.

Upcoming:

IT Agreement is in need of renewal.

Tribal Justice Program received funds for Women's Shelter operation; we will begin the process for this project- intent is to place them in the Comstock home.

People's Center and Tribal Historic Preservation Office  
Karuk Tribe Council Meeting  
October 25, 2012

Action Items:

- Contracts for NAGPRA Documentation/Consultation Grant
  - Bari Talley
  - Geena Talley
  - Julian Lang
- Contract for IMLS Library Enhancement Grant
  - Adrienne Harling
- Out of state travel for NAGPRA Documentation/Consultation Grant
  - Wilverna Reece
  - Alvis Johnson
- Contract for NAGPRA Repatriation Grant
  - Arizona State University

This will be my last council meeting. My last day of work is Friday, October 26<sup>th</sup>. I have enjoyed working for the Karuk Tribe and hope that the programs and projects established during the past three years have and will continue to benefit Karuk sovereignty and culture.

I have met with the People's Center Advisory Committee and Laura Mayton to ensure that pending grants and projects continue smoothly. Jaclyn Goodwin is the interim THPO until that position is filled. I have also contacted all my grant officers to notify them of the change in key personnel.

Yootva,

Helene Rouvier

Action Item:

None at this time

Monthly Updates:

I will most likely not be present at the meeting as I am scheduled to travel home from Sacramento from the NCAI Conference Thursday October 25<sup>th</sup>.

We continue to try to figure out who has the ultimate authority to complete a full river closure for Tribal Ceremonies. I contacted Mary Randall at Department of Water Resources and was eventually forwarded to a Tribal Liaison—Kimberly Johnson Dodds (sp?). She is looking into the Ceremonial River Closure Issue regarding who has the authority to close the river to private property owners.

I have been working with the Tribal Council and the gaming commissioners on the Gaming Project. I assisted with the review of the proposals for the Master Plan and TEIR. We received several documents from Eric and Jason Ramos at the Blue Lake Tribe. They extend their open invitation to tour the Blue Lake Casino. This will give us a behind-the-scenes perspective of the implementation and uses of all of the different policies, procedures, ordinances, etc.

I have contacted the North Fork Mono Rancheria regarding using a Management Company, as I believe they are using Station Casinos. Additionally I contacted Gary Carano at the Silver Legacy regarding potential financing for the casino, he stated they are not interested at this time.

I have reviewed Yurok Tribe Reservation Expansion Legislation. I am recommending we maintain our position to oppose the legislation as there are uncertainties that were not addressed in our meeting and it is clear the Yurok Tribe does not intend to change their feelings or position on those issues. I have attached the comments provided by the previous Self-Governance Coordinator for your review.

I attended the Violence Against Women Act Consultation with April Attebery, I believe our verbal testimony was well taken. All of the tribes that attended were on the same page, and are strongly in support of the current proposed legislation for the Violence Against Women Act. They are requesting we submit written comments by the end of the month. I will be working with April to prepare our final draft of written comments. On day two we attend the Coordinated Tribal Assistance Solicitation consultation. The main point that I took away is that it would be best in the long run if this funding could be distributed to tribes on a formula basis based on applications received instead of in a competitive process. In our case, we submitted for a Planning Grant for the Law Enforcement Program and were relying heavily on this for implementing better law enforcement in our community. There really aren't a lot of sources of funding for this type of planning, so now we must go back to the drawing board. I will be doing more research on the Tribal Law and Order Act to figure

out how we can use this to our advantage. I think It has had a lot bigger impact on tribes who have their own law enforcement and prison systems, and additionally tribes in non P.L. 280 states (states that have not assumed criminal and civil jurisdiction and responsibility on tribal lands).

I am following up on the NABDI Project, this is the funding we received from the BIA to completed the Comprehensive Economic Development Strategy with the KCDC Board. Since the KCDC was able to pay for the majority of these costs, there was an excess of approximately \$39,000 left in our budget. I contacted the grant officer and she said to contact the Office of Self-Governance to determine what to do with the funding. I gave Sharee Freeman a call and she said to propose a plan of how to spend the money out, as they do not like taking money back from tribes. I consulted with Laura Mayton, Scott Quinn, and the KCDC Board to come up with a plan for spending the funding. The group concluded that we should attempt to do a Feasibility Study for the RV Park, as this meets an essential need for the Tribe as well as meets the requirements of the original funding opportunity.

I am working on the government to government MOUs with the Forest Service. I will be working with Bill Tripp and Leaf Hillman to update our previous agreement and hopefully in the next three months we will be able to have a formal MOU in place with the Forest Service regarding consultation.

I received an overview from Helene Regarding the THPO office to serve in this capacity while we look for someone to fill her position.

We need to try to have someone attend the CalTHPO Tribal Summit that will include discussions on the White Papers, NAHC MLD process, CHRIS Fee Structure and a meet and greet with the new SHPO on November 7 and 8, 2012. This will also depend on the SHPO's and NAHC availability.

In the near future I will be working on the Forest Service MOU with Bill Tripp and Leaf Hillman, this is something we need to review thoroughly and insert some language that is beneficial for the Tribe and then drive it through the Forest Service bureaucracy. My thoughts are to include things such as the Forest Service shall use the Karuk Tribe Fire Crew for seasonal fuels reduction projects such as fall and spring burning, etc.

We are still “negotiating” our BIA AFA, they still have not responded to our inquiries about the \$150,000 from 2007, and we still need to request them to stop allocating a line item from our AFA of approximately \$52,000 to the CA Indian Trust Consortium. They seem to be hesitant to allow us to distribute this money elsewhere, even though we have seen limited/if any results or benefits from this group. Laura Mayton has stated we can put the agreement off for 2 more months and it won't hurt us financially, so I am going to move forward with inquiries on these funds.

**[DISCUSSION DRAFT]**112TH CONGRESS  
1ST SESSION**H. R.** \_\_\_\_\_

To recognize the role and responsibility of the Yurok Tribe to manage the tribe's traditional homelands, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

Mr. THOMPSON of California introduced the following bill; which was referred to the Committee on \_\_\_\_\_

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**A BILL**

To recognize the role and responsibility of the Yurok Tribe to manage the tribe's traditional homelands, and for other purposes.

1       *Be it enacted by the Senate and House of Representa-*  
2       *tives of the United States of America in Congress assembled,*

3       **SECTION 1. DEFINITIONS.**

4       For the purposes of this Act:

5               (1) SECRETARY.—The term “Secretary” shall  
6       mean the Secretary of the Interior, the Secretary of  
7       Agriculture, or the Secretary of Commerce, as ap-  
8       propriate.

1           (2) **TRIBE.**—The term “tribe” shall mean the  
2           Yurok Tribe, a federally recognized Indian tribe.

3           (3) **YUROK TRIBAL PARK SYSTEM.**—The term  
4           “Yurok Tribal Park System” shall mean specific  
5           lands identified by the tribe for tribal cultural and  
6           natural resources conservation purposes. These lands  
7           may be in fee patent or trust status.

8           (4) **COMANAGEMENT.**—The term “comanage-  
9           ment” shall mean joint decisionmaking authority  
10          and responsibility for land, resource, and other plan-  
11          ning as it relates to identified lands.

12 **SEC. 2. LAND TAKEN INTO TRUST FOR THE YUROK TRIBE.**

13          (a) **IN GENERAL.**—Not later than 180 days after the  
14          date of the enactment of this Act, the Secretary shall take  
15          into trust for the benefit of the tribe all right, title, and  
16          interest of the United States in and to the following lands  
17          under the following conditions:

18               (1) Approximately 1,229 acres of land in the  
19               Yurok Experimental Forest and generally depicted  
20               on the map titled “USFS Lands to be transferred  
21               to the Yurok Tribe”, numbered Exhibit 1, and dated  
22               July 2011, to be managed under a conservation or  
23               other protected status.

24               (2) Approximately 1,204 acres of land in the  
25               Redwood National Park and generally depicted on



1 the map titled “RNP Lands to be transferred to the  
2 Yurok Tribe”, numbered Exhibit 2, and dated July  
3 2011, to be included in the Yurok Tribal Park Sys-  
4 tem. These lands shall remain within the boundary  
5 of Redwood National Park. The tribe and the Sec-  
6 retary shall develop a management plan for these  
7 lands in accordance with the requirements in sub-  
8 section (b).

9 (3) Approximately 5 acres of Bureau of Land  
10 Management surface space that comprises the sea-  
11 mount known as “Sek on noi” (Redding Rock) in  
12 the California Coastal National Monument and gen-  
13 erally depicted on the map titled “BLM Surface  
14 space known as Sek on noi (Redding Rock) to be  
15 transferred to the Yurok Tribe”, numbered Exhibit  
16 3, and dated July 2011, to be included in the Yurok  
17 Tribal Park System. The tribe and the Secretary  
18 shall develop a management plan for these lands in  
19 accordance with the requirements in subsection (b).  
20 These lands shall remain within the boundary of the  
21 California Coastal National Monument consistent  
22 with the Presidential Proclamation of January 11,  
23 2000, and shall managed by the Secretary of the In-  
24 terior through the Yurok Tribe.

① (4) Approximately 285 acres of Bureau of Land  
② Management land that comprise several small par-  
③ cels and generally depicted on the map titled “BLM  
④ Lands to be transferred to the Yurok Tribe”, num-  
⑤ bered Exhibit 4, and dated July 2011, to be man-  
⑥ aged as Yurok Reservation land.

7 (b) OTHER REQUIREMENTS.—The requirements re-  
8 ferred to in paragraphs (2) and (3) are the following:

9 (1) The National Environmental Policy Act of  
10 1969 (42 U.S.C. 4321 et seq.) shall apply.

11 (2) All Federal laws and regulations that apply  
12 to these lands on the date of the enactment of this  
13 Act shall remain in effect.

14 (3) No trees shall be harvested from these lands  
15 for commercial purposes.

16 (4) No casino or gaming activities shall be con-  
17 ducted on these lands.

18 (5) These lands shall be managed by the tribe  
19 as a tribal park with public access.

20 (6) The Shared Values Statement dated June  
21 2006 is confirmed and shall apply to these lands.

22 **SEC. 3. BOUNDARY EXPANSION.**

23 (a) IN GENERAL.—Not later than 180 days after the  
24 date of the enactment of this Act, the Secretary shall re-  
25 vise the boundary of the tribe’s reservation as generally

①

“see attached paper  
with commentary on  
each highlighted  
section.”

1 depicted on the map titled “Revised Yurok Reservation  
 2 boundary”, numbered Exhibit 5, and dated July 2011.  
 3 Except as provided herein, title to land held by the Forest  
 4 Service within revised reservation boundaries shall not be  
 5 transferred to the tribe. All lands transferred to the tribe  
 6 shall be considered to be within the Yurok Reservation.

7 (b) MANAGEMENT OF LANDS.—The following shall  
 8 apply to the lands depicted on the map referred to in sub-  
 9 section (a):

10 (1) “Forest Service Lands” shall continue to be  
 11 owned and managed by the Forest Service. The Sec-  
 12 retary shall enter into a comanagement agreement  
 13 with the tribe for such lands as provided in section  
 14 4.

15 (2) “BLM Lands” shall be held in trust for the  
 16 benefit of the tribe.

17 **SEC. 4. COMANAGEMENT OF LANDS AND WATERS.**

18 (a) LANDS.—The Secretary shall enter into co-  
 19 management agreements with the tribe for comanagement  
 20 of Federal lands within the Yurok Tribe’s ancestral terri-  
 21 tory. Nothing in this subsection authorizes the Yurok  
 22 Tribe to act as a comanager for any lands within the  
 23 Hoopa Valley Reservation. ↗

②

③

24 (b) GOOD FAITH NEGOTIATIONS.—The Secretary  
 25 shall negotiate in good faith self-governance agreements

1 pursuant to the Indian Self-Determination and Education  
2 Act of 1975 (25 U.S.C. 450–458bbb(2)). Program func-  
3 tions, services, and activities (or portions thereof) carried  
4 out by the National Park Service shall be included in a  
5 contract or compact either under title I or title IV of the  
6 Indian Self-Determination Act at the tribe’s option.

7 (c) DISPUTES.—Any disputes that arise concerning  
8 the comanagement of Federal lands shall be resolved be-  
9 tween the tribe and Federal agency. Unresolved disputes  
10 will be mediated or resolved by the Council on Environ-  
11 mental Quality.

12 (d) OTHER AGREEMENTS.—The tribe shall have the  
13 broadest authority to join or participate in State, Federal,  
14 or local joint powers or other agreements or processes that  
15 affect the tribe’s interests, except as otherwise provided  
16 in this Act.

17 (e) WATERS.—The Secretary shall enter into a co-  
18 management agreement with the tribe, under an appro-  
19 priate designation for the Federal waters within the tribe’s  
20 ancestral territory that lie offshore as depicted on the map  
21 titled \_\_\_\_\_, numbered Exhibit 6, and dated  
22 \_\_\_\_\_.

23 **SEC. 5. YUROK SCENIC BYWAY.**

24 The Bald Hills Road, from its junction with Cali-  
25 fornia Highway 101 to its terminus on the Klamath River,

1 including the Klamath River from Weitchpec to the Pacific  
2 Ocean, is hereby designated as the Yurok Scenic Byway,  
3 to be administered by the tribe. The tribe and the Sec-  
4 retary shall not prohibit or limit the right of access to and  
5 use of the Bald Hills Road by owners and managers of  
6 timberland, whose right of access and use is confirmed in  
7 section 101 of the Redwood National Park Expansion Act  
8 of 1978 (92 Stat. 163).

9 **SEC. 6. CONFIRMATION OF STATUS.**

10 (a) **GOVERNING DOCUMENTS AND BODY.**—The gov-  
11 erning documents of the tribe and the governing body es-  
12 tablished and elected thereunder, as recognized by the Sec-  
13 retary and in effect on the date of the enactment of this  
14 Act, are hereby ratified and confirmed.

15 (b) **TRIBAL RIGHTS.**—The tribe's right to gathering  
16 and for subsistence activities, including for cultural pur-  
17 poses, within its ancestral territory on public lands and  
18 on private lands where permission for such activities is  
19 obtained, is confirmed, except as otherwise provided here-  
20 in. All such activities shall be conducted pursuant to man-  
21 agement plans and tribal law. Management plans shall  
22 take into account existing data, nontribal harvest or other  
23 regulations, and other commercial or scientific information  
24 regarding target species. No sport or subsistence hunting

4

5

1 shall be allowed on lands taken into trust for the benefit  
2 of the tribe under this Act.

3 **SEC. 7. FUNDING.**

4 (a) FUNDING FOR LAW ENFORCEMENT AND TRIBAL  
5 COURT ACTIVITIES.—The tribe shall be eligible to receive  
6 funding from existing sources for law enforcement and  
7 tribal court activities.

8 (b) **BASE FUNDING.**—Bureau of Indian Affairs base  
9 funding for the tribe shall be determined recognizing the  
10 actual number of members enrolled with the tribe.



Comments to Yurok Reservation Expansion Legislation from Robert Goodwin (see numbers in right margin next to highlighted area for corresponding comment #)

1. I believe that most of this land is within the Karuk Ancestral Territory. There is no mention in this section "2" regarding co-management authority with the Karuk Tribe.
2. The Yurok "Ancestral Territory" expands deeply into Karuk Ancestral territory and is not depicted on all maps.
3. They clearly omit themselves from co-management of the Hoopa Valley Reservation however there is no mention of them deferring to Karuk within our own aboriginal/ancestral territory.
4. this is a major issue as the Yurok "ancestral territory" and their maps of it would be Federally Recognized by enacting this piece of legislation.
5. This section would allow Yurok Tribal members to hunt, fish and gather well into what the Karuk Tribe considers it's own aboriginal territory with no reciprocal rights given to Karuk Tribal members. the "and for subsistence activities" language would cover that use and purpose.
6. this is another issue that would affect potentially all tribes, specifically within the California "Pacific" region due to the fact that allocation numbers have not been "refreshed" for any California Tribes in many years. Our own enrollment has increased significantly over the years since 1996 when we entered into the first self governance agreements however our base funding has not increased based on that increase in tribal membership.

**Board Report: October 18, 2012**

By: Darlene Snapp-Silfies, CFO

**CIB:**

At 9/30/2012 Main \$ 123,536.87  
 Payroll \$ 28,222.77 Total \$ 151,759.64

Bank accounts reconciled

Outstanding checks are current as of September 2012

At 10/18/2012 Main \$ 85,963.07  
 Payroll \$ 28,478.07 Total \$ 114,441.14

**Head Start FY 2012 Drawdowns**

|           |           |             |
|-----------|-----------|-------------|
| Jan       | 2/14/2012 | \$38,909.49 |
| Feb       | 4/6/2012  | \$52,542.65 |
| March     | 4/12/2012 | \$55,340.84 |
| April     | 5/7/2012  | \$43,888.79 |
| May       | 6/13/2012 | \$45,173.52 |
| June      | 7/19/2012 | \$27,037.62 |
| July      | 8/13/2012 | \$10,462.96 |
| 2009 year |           | \$1,475.25  |
| August    | 9/25/2012 | \$27,326.66 |

**Naa Vura Yeeshiip Drawdowns FY 2012**

|        |           |          |                             |
|--------|-----------|----------|-----------------------------|
| Oct    | 3/2/2012  | \$799    |                             |
| Nov    | 3/2/2012  | \$1,137  |                             |
| Dec    | 3/2/2012  | \$9,636  |                             |
| Jan    | 3/19/12   | \$13,041 |                             |
| Feb    | 6/29/2012 | \$10,811 |                             |
| Mar    | 5/31/2012 | \$14,225 |                             |
| April  | 7/2/2012  | \$11,016 |                             |
| May    | 7/27/2012 | \$10,740 |                             |
| June   | 8/30/2012 | \$10,261 |                             |
| July   | 9/25/2012 | \$9,431  |                             |
| August |           | \$14,577 | Total Expended \$106,861.29 |

Budget Modifications are approved by grantor. Still pending expenses around \$3,000 to add to the total expensed; short on expending the grant by \$29,500. Rivkah Barmore newly hired Director/Clinician, Dessie Busby hired as assistant.

Total Budget Award \$139,361



**Fire Crew Drawdowns**

Jan-Mar 4/10/2012 \$22,186.03  
 KTHA Fuels Reduction starting contract amount \$36,963.94  
 BIA -Toyon 4/27/2012 billed \$7,488 (\$8,483.64 costs/ over budget by \$995.64)

## Fire Season 2012:

Training 2012 4/12/2012 \$10,407.22  
 Reissued check 4/27/2012 \$506.99  
 HC/OK Prescribed fire 2012 \$9,162.74 (contract \$9,800) billing process started  
 BIA Happy Camp/OakKnoll Hazardous Fuels Reduction Fiscal Year 2012 \$9,800  
 Fire Training(Hellitack) not required by BIA, not reimbursed by BIA  
 Seely Fire Utah \$129,656.37 (\$80,000 advance from Tribe balance \$49,656.37)  
 \$4,733.35 additional  
 Dillion Fire \$24,380.92 (8/6-8/8)  
 \$3,890.39 (8/17)  
 ONC Staging \$15,033.63 (8/3-8/5)  
 \$20,009.81 (8/22-8/25)  
 \$15,624.41 (8/27-8/28/2012)  
 Clear Crk \$6,621.79 (8/17-8/18)  
 Little \$21,273.72 (8/19-8/21)  
 River \$4,664.37 (8/23)  
 Goff \$83,085.45 (8/29-9/7/2012)( \$98,709.86 advance)  
 Goff \$18,456.14 (9/11-9/14/2012)  
 Polecreek \$106,365.92 (9/17-9/29/2012) (\$93,000 advance)

End of fiscal year Tribe had overpaid KCDC \$26,649.73

**HCCC HUD RIF Drawdowns**

Oct - March 5/17/2012 \$57,095  
 April-June 10/4/2012 \$45,696

Budget Award \$392,266 (3yrs)

**RHED KCDC Modular Drawdowns Extension granted June 30, 2012**

Final pending \$34,544.13

Final report submitted. The grantor Karen Barnette approved our final report and submission of reimbursement. Tiffany has requested a login for our grant under the Tribe's LOCCS, so she could draw down the money. Status from Tiffany: on Tuesday, Oct 16<sup>th</sup>, she received an email that as soon as she gets a password she can drawdown funds.

Total Budget Award \$300,000 Total Expended \$294,254.26



**Karuk**

**Development  
Community  
Corporation**

**Klamath Campaign Drawdowns**

|               |            |          |
|---------------|------------|----------|
| Oct           | 11/18/2011 | \$ 4,294 |
| Nov           | 12/2/2011  | \$ 5,684 |
| Dec           | 12-29-11   | \$5,767  |
| IDC Sept –Dec | 1-3-2012   | \$3,461  |
| Jan           | 2/9/2012   | \$6,039  |
| Feb           | 3/9/2012   | \$5,847  |
| Mar           | 4/12/2012  | \$8,589  |
| IDC Jan-Mar   | 2012       | \$5261   |
| April         | 5/7/2012   | \$5,726  |
| May           | 6/13/2012  | \$5,726  |
| June          | 7/19/2012  | \$5,726  |
| IDC (@21.98%) | 7/19/2012  | \$4,932  |
| July          | 8/2/2012   | \$6,845  |
| August        | 9/11/2012  | \$8,589  |

**EDA Economic Development Award Drawdowns**

Sept-final \$50,000

Budget Award \$50,000

EDR approved the CEDS. Paid out HSU invoice. Final billing submitted, final progress report is due.

**K-Rock Sales:**

|           |          |
|-----------|----------|
| 3/20/2012 | \$154.44 |
| 4/9/2012  | \$ 12.75 |

The logo for Karuk Community Development Corporation features the organization's name in white serif font, centered within a blue banner. The banner is flanked by stylized blue and white geometric shapes that resemble mountain peaks or traditional patterns.

**Karuk  
Community  
Development  
Corporation**

**Amkuuf FY 2012:**

The fiber connection to the network is up and running; Thank You Eric and Kelly.

|       | <u>Revenue</u> | <u>Expense</u> | <u>Income(loss)</u> |
|-------|----------------|----------------|---------------------|
| Oct   | 90,191         | 50,113         | 40,078              |
| Nov   | 85,138         | 107,960        | -22,822             |
| Dec   | 86,887         | 66,142         | 20,745              |
| Jan   | 73,146         | 73,461         | -315                |
| Feb   | 82,023         | 68,782         | 13,241              |
| Mar   | 90,521         | 78,113         | 12,408              |
| April | 82,771         | 69,166         | 13,605              |
| May   | 94,642         | 89,398         | 5,244               |
| June  | 95,035         | 82,646         | 12,389              |
| July  | 95,139         | 42,091         | 53,048              |
| Aug   | 107,322        | 110,026        | -2,704              |
| Sept  | 91,814         | 74,724         | 17,090              |
| Total | 1,074,629      | 912,621        | 162,008             |

**Other Information:**

I have not posted any accruals or indirect costs for fiscal year-end yet. Fiscal year end reports are due for Cal-EMA for the Naa Vura Yeeshiip Program, HUD RIF for the Computer Centers.

Status Report  
KCDC Mini Storage

| Unit #                                   | Rate  | Size  | Bill Cycle     | Leasee       | Status  | Current Balance |
|--|-------|-------|----------------|--------------|---|-----------------|
| 1  | 40.00 | 10X5  | Monthly        | Ashworth, T. | Paid through August, 2012 - Late Fees Applied                 | 89.00           |
| 2  | 40.00 | 10X5  | Monthly        | Counts, E.   | Paid through December, 2012                                   | (80.00)         |
| 3  | 50.00 | 10X10 | Monthly        | Attebery, P  | Paid through October, 2012                                    | -               |
| 4  | 50.00 | 10X10 | JV'd Quarterly | KCDC         | JV'd through September, 2012                                  | 50.00           |
| 5  | 50.00 | 10X10 | Monthly        | Nelson, R.   | Paid through October, 2012                                    | -               |
| 6  | 45.00 | 10X10 | Monthly        | Vacant       |   |                 |
| 7  | 50.00 | 10X10 | JV'd Quarterly | KCDC         | JV'd through September, 2012                                  | 50.00           |
| 8  | 40.00 | 10X5  | JV'd Quarterly | KCDC         | JV'd through September, 2012                                  | 40.00           |
| 9  | 40.00 | 10X5  | Monthly        | Langston     | Billed for Dec, paid thru Nov 2012, Dec 2012 will be free     | (35.00)         |
| 10                                       | 40.00 | 11X5  | Monthly        | Vacant       |   | -               |
| 11                                       | 40.00 | 11X5  | Monthly        | Etcetera, R. | Paid through September, 2012 - Late Fee Applied               | 50.00           |
| 12                                       | 55.00 | 11X10 | Monthly        | McCarthy, P. | Paid through October, 2012                                    | -               |
| 13                                       | 55.00 | 11X10 | Monthly        | Garcia, A.   | Paid through December, 2011; lock out date 5-24-12            | 650.00          |
| 114                                      | 55.00 | 11X10 | JV'd Quarterly | Head Start   | JV'd through September, 2012                                  | 55.00           |
| 115                                      | 55.00 | 11X10 | Monthly        | Franklin, S. | Paid through October, 2012                                    | 65.00           |
| 116                                      | 40.00 | 10X5  | Monthly        | Bain, R.     | Paid through October, 2012                                    | -               |
| 117                                      | 40.00 | 11X5  | Monthly        | Charon, M.   | Paid through October, 2012                                    | -               |
| 118                                      | 40.00 | 11X5  | Monthly        | Gross, P.    | Client pays annually, June 2013 free, next billing July, 2013 | <u>(280.00)</u> |
|  |       |       |                |              |   |                 |
|  |       |       |                |              |   | 654.00          |
| Unit #12 will be getting a second notice |       |       |                |              |   |                 |

**CHILD ABUSE TREATMENT (CHAT) PROGRAM**

**OPERATIONAL AGREEMENT BETWEEN**

**and**

This Operational Agreement (OA) stands as evidence the and the intend to work together toward the mutual goal of providing maximum available assistance for child crime victims residing in Both agencies believe the implementation of the Child Abuse Treatment (CHAT) Program application will further this goal. To this end, the two agencies agree to participate in the exchange of services by coordinating the provision of CHAT Program objectives.

1. The will closely coordinate the following services with the:
  - The will refer to the child victims of child abuse to include neglect, sexual, physical and emotional abuse, domestic violence, school and community violence, hate crimes, child abduction, children whose lives are victimized by parental substance abuse, high tech crimes against children, and runaway youth to obtain information and assist with filling and filing the Application for Crime Victim Compensation claim forms, explaining the procedure, obtaining required documentation, and tracking information related to the claim.
  - The will refer to the child victims of child abuse to include neglect, sexual, physical and emotional abuse, domestic violence, school and community violence, hate crimes, child abduction, children whose lives are victimized by parental substance abuse, high tech crimes against children, and runaway youth for assisting them in understanding and participation in the criminal justice system/judicial proceedings as the result of a crime committed against the child.
2. The will closely coordinate the following services with
  - The will receive referrals from the of child victims of child abuse to include neglect, sexual, physical and emotional abuse, domestic violence, school and community violence, hate crimes, child abduction, children whose lives are victimized by parental substance abuse, high tech crimes against children, and runaway youth to provide them with information and assist with filling and filing the Application for Crime Victim Compensation claim forms, explaining the procedure, obtaining required documentation, and tracking information related to the claim.

- In the event of a denial of the claim on behalf of the child victim, the  
shall provide assistance for an appeal with the California Victim Compensation and Government Claims Board.
  - The  
will receive referrals from the  
of child victims of child abuse to include neglect, sexual, physical and emotional abuse, domestic violence, school and community violence, hate crimes, child abduction, children whose lives are victimized by parental substance abuse, high tech crimes against children, and runaway youth for assistance in understanding and participation in the criminal justice system/judicial proceedings as the result of a crime committed against the child.
  - The  
will refer to the  
child victims of child abuse to include neglect, sexual, physical, and emotional abuse, domestic violence, school and community violence, hate crimes, child abduction, children whose lives are victimized by parental substance abuse, high tech crimes against children, and runaway youth for treatment services to include crisis counseling and psychotherapy.
3. Regularly scheduled meetings between designated staff from the  
  
should be maintained to discuss strategies, timetables, and implementation of the Child Abuse Treatment Program services discussed herein.

This OA will begin \_\_\_\_\_ and end \_\_\_\_\_

We, the undersigned, as authorized representatives of  
and,  
do hereby approve this MOU.

Name and signature of person authorized to  
sign the CHAT Grant Award Agreement

Name and signature of person authorized to  
sign for the victim/witness assistance center

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CHILD ABUSE TREATMENT (CHAT) PROGRAM**

**OPERATIONAL AGREEMENT BETWEEN**

**and**

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- In the event of a denial of the claim on behalf of the child victim, the  
shall provide assistance for an appeal with the California Victim Compensation and Government Claims Board.
  - The  
will receive referrals from the  
of child victims of child abuse to include neglect, sexual, physical and emotional abuse, domestic violence, school and community violence, hate crimes, child abduction, children whose lives are victimized by parental substance abuse, high tech crimes against children, and runaway youth for assistance in understanding and participation in the criminal justice system/judicial proceedings as the result of a crime committed against the child.
  - The  
will refer to the  
child victims of child abuse to include neglect, sexual, physical, and emotional abuse, domestic violence, school and community violence, hate crimes, child abduction, children whose lives are victimized by parental substance abuse, high tech crimes against children, and runaway youth for treatment services to include crisis counseling and psychotherapy.
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should be maintained to discuss strategies, timetables, and implementation of the Child Abuse Treatment Program services discussed herein.

This OA will begin \_\_\_\_\_ and end \_\_\_\_\_

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Name and signature of person authorized to  
sign for the victim/witness assistance center

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





**BUTTE COLLEGE**

CCC Technology Center

September 26, 2012

Jim Burcell, Executive Director  
Karuk Community Load Fund, Inc.  
64101 2<sup>nd</sup> Ave  
Happy Camp CA 96039

RE: End of Community-Based Online Learning Project (CBOL) Funding for Internet Connectivity

Dear Mr. Burcell:

As originally described in SB 1437 (2008), the Community-Based Online Learning Project (CBOL) focused on providing access to high-speed networking and internet provision for up to ten organizations such as yours with a one-time grant of \$100,000. The California Community Colleges Technology Center (CCCTC) was tasked by the California Community College's Chancellor's Office (CCCCO) with implementing CBOL, and your organization subsequently was awarded an internet connection via the California Research and Education Network (CalREN).

As of May, 2011 the CCCCCO exceeded the original grant amount to support the CBOL program and maintain CalREN connectivity to the awarded CBOL sites. As such, we unfortunately must terminate these services in the near future while working with your CBO to avoid any service interruption during this transition.

Given the cost of the CalREN circuit and minimum circuit bandwidth requirement to be connected to CalREN, it is highly unlikely that paying for ongoing CalREN connectivity will be a cost-effective solution for your organization. As such, we suggest that any number of local commercial internet service providers (ISP) should be contacted by your organization as soon as possible. Once you have made provision of an alternate carrier, please notify us so we may transition your CalREN service to a new provider.

It is our intention to ensure that you have no internet service outages during this transition; however, if we do not hear from you by October 15, 2012, we will contact you to provide a service termination date for your CalREN connection.

For all questions and notifications surrounding this, please contact our CBOL Project Manager: Bruce Racheter, at 530-879-4084 or racheterbr@cccnext.net.

Sincerely

Tim Calhoon  
Director, CCCTC



**BUTTE COLLEGE**

CCC Technology Center

October 15, 2012

Mr. Jim Burcell, Executive Director  
Karuk Community Loan Fund, Inc.  
64101 2<sup>nd</sup> Ave  
Happy Camp CA 96039

Mr. Burcell:

As we have not received from Eric Cutright the requested written synopsis on the status of your ISP grant with an estimate of when it would be operational and how long you would require our CBOL connection I am obliged to send the attached termination of MOU No. 09-047 letter. The information I requested was crucial for us to continue planning a contingency solution in keeping the CBOL circuit live until your ISP was in place.

Unless we hear from your organization by Friday, October 19<sup>th</sup>, I will be required to place an order to terminate the circuit by November 16<sup>th</sup>.

Regards,

Bruce A. Racheter  
Project Manager  
(530) 879-4084  
racheterbr@cccnex.net



**BUTTE COLLEGE**  
OFFICE OF THE VICE PRESIDENT FOR ADMINISTRATION

October 16, 2012

Mr. Jim Burcell, Executive Director  
KARUK COMMUNITY LOAN FUND, INC.  
64101 2<sup>nd</sup> Avenue  
Happy Camp CA 96039

TERMINATION OF CONTRACT NOTICE

Dear Mr. Burcell,

This letter serves as official notice that the agreement Memorandum of Understanding, No. 09-047, dated August 12, 2009, by and between your organization and Butte-Glenn Community College District, shall be hereby considered terminated under clause 9-B, Funds Unavailable, of the agreement, effective Friday, November 16, 2012.

Therefore, as of November 16, 2012, we are no longer bound or obligated to fulfill any terms and conditions contained within the agreement here and as above described and the high-speed internet connection to the California Research and Education Network (CalREN) will be shut off.

I have enclosed a duplicate copy of this Termination of Contract Notice for your signature to acknowledge receipt of this letter. Please return one signed original to my attention by mail or by a scanned attachment to an email sent to: [racheterbr@cccnext.net](mailto:racheterbr@cccnext.net).

Should you have any questions, please contact Bruce Racheter, Project Manager, CCC Technology Center at (530) 879-4084. Thank you in advance for your prompt attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew B. Suleski".

Andrew B. Suleski  
Vice President for Administration

**Acknowledgement of Receipt of Termination of Contract Notice**

\_\_\_\_\_  
Signature (Contractor)

\_\_\_\_\_  
Date

---

**Karuk Community Health Clinic**

64236 Second Avenue  
Post Office Box 316  
Happy Camp, CA 96039  
Phone: (530) 493-5257  
Fax: (530) 493-5270

# Karuk Tribe

**Administrative Office**

Phone: (530) 493-1600 • Fax: (530) 493-5322  
64236 Second Avenue • Post Office Box 1016 • Happy Camp, CA 96039

**Karuk Dental Clinic**

64236 Second Avenue  
Post Office Box 1016  
Happy Camp, CA 96039  
Phone: (530) 493-2201  
Fax: (530) 493-5364

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September 27, 2012

Tim Calhoon, Director  
California Community Colleges Technology Center, Butte College  
3536 Butte Campus Drive  
Oroville, CA 95965

RE: End of Community-Based Online Learning Project (CBOL) Funding for Internet Connectivity

Dear Mr. Calhoon,

The Orleans Computer Center, where CBOL funds an internet connection, is a lifeline for the community. The center is the only location in town for the residents to obtain high speed internet services. Broadband services are not available to the public in Orleans. There are no current local internet service providers.

Two local elementary schools use the Orleans Computer Center for their computer labs because they don't have enough computers in their schools. The center offers distance education opportunities and college classes online and via video conferencing. This location is vital to the growth and development of this extremely rural community.

The Karuk Tribe recognizes the difficulty of providing internet services to the town of Orleans, and has decided to start their own internet service provider company to remedy the situation. The tribe is currently seeking permits to build the infrastructure necessary to offer these services. The Karuk Tribe intends to begin offering internet services to the community during the summer of 2013.

If CBOL could continue offering the Orleans computer center high speed internet access for another 6 to 9 months, at that time the center could be transitioned to the new internet service that will be available at that time.

Please direct any questions about the Orleans Computer Center and the new Internet Services to Eric Cutright, IT Director for the Karuk Tribe. Eric can be reached at 530-493-1600, or by e-mail at [ecutright@karuk.us](mailto:ecutright@karuk.us).

Thank you,

Russell Attebery, Chairman  
Karuk Tribe



# Happy Camp Community Computer Center

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*Advocating Technology Access For All*

## **Karuk Community Development Corporation**

*October 2012- Emma Lee Johnson*

The director reviewed the budget with KCDC CFO on Wednesday September 26<sup>th</sup>, 2012.

The director has been keeping a soft ledger of expenses to compare with the actual budget balance at KCDC. The director is working on the quarterly report which is due October 30<sup>th</sup>. We have met our in-kind match for the first six month reporting period, at total of \$34,567.50 (\$1576.00 over the required match).

We continue to have volunteers which allow us to keep the center open 6 days a week. The director has two high school students working at the computer center. They are paid through the high school workability program.

CBOL (Community-Based Online Learning Project) grant which provided connectivity to the Orleans Computer Center has exceeded the original funding award. The program will be terminating services by November 16<sup>th</sup>. Eric Cutright sent a letter signed by Council to Tim Calhoun, Director of California Community Colleges Technology Center, asking that they continue service for another 6 months until we can transition to the new internet service. It is unlikely that they will agree to do continue service. On October 18, 2012 the director participated in a conference call with Bari Talley, Eric Cutright and Forrest James to look at possible solutions for Orleans. One option is to get back on the schools network. This has had its problems in the past which is why we stopped using the connection. Another option is to reconnect the copper connection. This seems the easiest but will cost approximately \$1,000 for 6-9 months of connection. The director is going to look over the budget to see if there is money

for the copper line. The best solution seems to be to purchase radios and create a temporary connection on the Tribes network. Eric Cutright will be attending the KCDC Board Meeting to speak more on this subject.

The director plans to reapply for the AmeriCorp planning grant in December. The purpose of planning grants is to support the development of AmeriCorps programs that will engage AmeriCorps members in evidence-based interventions to solve community problems. Planning grant recipients are expected to be better prepared to compete for an AmeriCorps program grant in the following grant cycle. Planning grants may not be used to support AmeriCorps members. The grant is due in January; the NOFA should be available in December. The director submitted a planning grant application last year but it was not selected. Applicants may apply for a maximum of \$50,000.

The color printer at the computer center needs to be replaced. The director has looked into the Xerox Free Color Printers program. Xerox will give an organization a free color printer. Each month you must make between 1,000-3,000 copies per month otherwise you will be charged approximately \$100. The ink or toner must also be purchased from Xerox. This program doesn't really fit the computer center; however this might be a good option for another program.

The fall semester for COS has begun and the director is working with new students for enrollment for the spring semester. The director is administering college placement testing for several students for COS and now CR as well. Registration for the spring 2013 opens Monday November 13<sup>th</sup>, 2012. The director is currently assisting students with registration and course scheduling with the COS distance learning department. Additionally, the director is coordinating with the counseling department at COS to offer video conference counseling appointments to distance learning students.

Respectfully Submitted,

Emma Lee Johnson,

Happy Camp Computer Center

# Karuk Head Start

## School Readiness Goals

In accordance and in compliance with **45 CFR 1307.2**, School readiness goals, every Head Start must establish program goals for improving school readiness of all children. These goals align with the Head Start Child Development and Early Learning Framework (formerly The Head Start Child Outcomes Framework), and the State early learning standards, (California Preschool Learning Foundations).

Karuk Head Start is working with staff, parents, Policy Council members, the principals and kindergarten teachers of Happy Camp Elementary, Evergreen Elementary, Montague Elementary, and community partners invested in early childhood to increase awareness and engage in best practice utilizing quality instructional strategies and developmentally appropriate activities and materials. Teaching Strategies (Creative Curriculum), Second Step, and Making It Work (CDELF) will be used to support the Head Start Child Development and Early Learning Framework. The assessment tools used, DRDP-2010 and *DRDP-TECH (implementation date October 2012)* physical fitness, and individualized school readiness activities, will support the child’s learning experience in all domains, Physical Well-being and Health, Social and Emotional Development, Approaches to Learning, and Cognition and General Knowledge.

| <b>Domain in the Head Start Child Development and Early Learning Framework</b> | <b>Corresponding Domain in the California Preschool Learning Foundations</b>  |
|--|---|
| <b>Physical Development &amp; Health</b>                                       | <b>Physical Development Health</b><br><br><i>Also aligned with foundations in the domain:</i><br><b>Visual and Performing Arts</b>  |
| <b>Social &amp; Emotional Development</b>                                      | <b>Social-Emotional Development</b><br><br><i>Also aligned with foundations in the domain:</i><br><b>History and Social Science</b>   |
| <b>Approaches to Learning</b>  | <i>Corresponding content appears in the domains:</i><br><br><b>Social-Emotional Development</b><br><b>Visual and Performing Arts</b><br><b>Science</b><br><b>Mathematics</b>                                  |
| <b>Logic &amp; Reasoning</b>   | <i>Corresponding content appears in the domains:</i><br><br><b>Social-Emotional Development</b><br><b>Visual and Performing Arts</b><br><b>Science</b><br><b>Mathematics</b><br><b>History-Social Science</b> |
| <b>Language Development</b>  | <b>Language and Literacy</b>  |
| <b>Literacy Knowledge and Skills</b>   | <b>Language and Literacy</b>  |



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| <b>Mathematics Knowledge and Skills</b>      | <b>Mathematics</b>   |
| <b>Science Knowledge and Skills</b>          | <b>Science</b>   |
| <b>Creative Arts Expression</b>              | <b>Visual and Performing Arts</b>  |
| <b>Social Studies Knowledge &amp; Skills</b> | <b>History-Social Science</b><br><br><i>Also aligned with foundations in the domain:</i><br><br><b>Science</b> |
| <b>English Language Development</b>          | <b>English-Language Development</b>  |
|  | <b><i>*Ancestral Language acquisition/Culture studies-added component to support cultural identity</i></b>     |

*\*Italics denote California Preschool Learning Foundations.*

**Aggregate data gathered from the assessments (three times per year) will be available to the community.**

School Readiness goals are identified through discussion of priorities and expectations of the local kindergarten teachers. Identified readiness goals and expectations for incoming kindergarten students include but are not limited to:

- Good Health
- Well-Rested
- Can sit for 20 minutes or more of uninterrupted time
- Can ask an adult for help
- Come to school ready to learn
- Follow directions

Implementation of the identified goals will be achieved through adhering to the Head Start Child Development and Early Framework and the corresponding Domain in the California Preschool Learning Foundations, as well as integration of the culturally appropriate “Making it Work”, and Family Engagement Outcomes.

Accelerated school readiness learning opportunities will be supported by the established transition plan for each center, child, and family/caregiver. Additional transition activities for children entering into kindergarten will be offered an early entry experience to kindergarten through Kindercamp. Kindercamp is a locally program designed to enhance the kindergarten experience by introduction of the new kindergarten teacher, bus driver, principal, lunchroom cook, daily routine, classroom expectations, and learning activities children will be experiencing before the new school year begins. Families receive a personal orientation from the principal and kindergarten teacher to have a better understanding the importance of their role to support their child and to encourage parent participation in the elementary school. The communities of Happy Camp and Yreka collaborate and partner with the local Elementary Schools, Karuk CCDF, Community Resource Centers, Karuk Health Clinic, Siskiyou Public Health, Siskiyou First 5, and others to maximize resources and contribute to the overall success of the program.

| Domain                                | Domain Element;<br>Strands;<br>Sub strands         | Examples<br><i>Foundations</i>  | Goals/objectives  | Tracking  |
|---------------------------------------|--|---|---|---|
| <b>Physical Well Being and Health</b> | Physical Health Status                             | 3-5 year olds at around 48 months of age  | All children will complete a health and developmental screening within 45 days of enrollment  | ESI<br>Vision<br>Hearing<br>Dental<br>Documentation through Child plus and other sources, family, CHDP reports, screening results.  |
|                                       | Health Knowledge and Practice<br><br>Health Habits | Children will take care of personal tasks related to hygiene. (oral, hand washing, toileting)<br><br><i>1.0 Basic Hygiene<br/>2.0 Oral Health</i> | Children will demonstrate knowledge in hand washing, teeth brushing, without supervision. Children will practice, demonstrate, and follow safety rules. | Daily monitoring through class instruction, guidance and routine. Monitored by teaching and support staff. Indicated on lesson plans. And tracked on monthly calendar and teacher report. Monthly fire Drills, bi-annual bus evacuation drills, pedestrian safety, annual earthquake, and lockdown drills with adult supervision. DRDP-2010 and <i>Teaching Strategies Gold</i> |
|                                       |  | <b>Nutrition</b><br><i>1.0 Nutrition Knowledge<br/>2.0 Nutrition Choices</i>  | Children will identify healthy and different food choices.<br><br><i>*Includes food preferences that reflect familial and cultural practices</i>        | Weekly lesson plans, monthly reports. DRDP-2010, <i>Teaching Strategies Gold</i>  |
| <b>Physical Activities</b>            | Gross motor  | <b>The control of large muscles for movement, navigation, and</b>   | Children will participate in structured and unstructured physical activities. Including daily <b>MVPA</b> . Children will develop motor                 | Daily routine, observation, inside and outside activities, lesson   |

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|  | <p><b>Fundamental Movement Skills</b><br/> <b>Perceptual-Motor Skills and Movement Concepts,</b><br/> <b>Visual and Performing Arts</b><br/> <b>Dance</b></p> | <p><b>balance.</b></p> <p><b>1.0 Balance</b><br/> <b>2.0 Locomotor skills</b><br/> <b>3.0 Manipulative skills</b><br/> <b>2.0 Spatial Awareness</b><br/> <b>3.0 Directional Awareness</b><br/> <b>2.0 Develop skills in dance</b></p>                          | <p>and loco motor control, spatial and balance skip, walking, running, jumping, throwing, kicking, riding, climbing, and hopping skills.</p> <p><i>Children will develop motor control and maintain balance while holding still, moving position or changing direction. Children will walk with balance, run with a short stride, jump for height and distance, and demonstrate a variety of locomotor skills, galloping, sliding, hopping, and leaping. Increase manipulative skills using arms, hand, and feet for throwing, rolling, bouncing, catching and kicking. Using their own body as a reference for spatial awareness, moving forward and backward, up and down, side to side.</i></p> | <p>plans, IMIL activities, performance demonstration, DRDP-2010, DRDP-TECH, Physical fitness checklist (<a href="http://choosykids.com">choosykids.com</a>)</p> |
|  | <p><b>Fine Motor</b></p> <p><b>Fundamental Movement Skills</b></p>  | <p><b>The control of small muscles for such purposes as using utensils, self care, building and exploring.</b></p> <p><b>3.0 Manipulative Skills</b></p>   | <p>Children will develop control of small muscles, hand strength, and dexterity, eye hand coordination.</p> <p><i>Children will begin to show fine motor manipulative skills using hands and arms in scissoring, writing, and dressing.</i></p>  | <p>Lesson plans, meal serve, Writing, cutting, dressing, Handwriting without Tears, manipulative materials. Evidence, Observation and DRDP-2010, DRDP-TECH.</p> |
| <p><b>Social &amp; Emotional Development</b></p> | <p><b>Social Relationships</b></p> <p><b>Social Interaction</b><br/> <i>*Also aligned with foundations in History-Science</i></p>                             | <p><b>The healthy relationships and interactions with peers and adults.</b></p> <p><b>1.0 Interactions with familiar adults</b><br/> <b>2.0 Interactions with peers</b><br/> <b>3.0 Group participation</b><br/> <b>4.0 Cooperation and Responsibility</b></p> | <p>Children will recognize their own emotions and the emotions of others and communicate with familiar adults and accepts/or request guidance.</p> <p><i>Children will interact appropriately with familiar adults. Children will form positive and secure relationships with peers, and demonstrate socially appropriate behavior in</i></p>  | <p>Lesson plans, Individualization, observation, demonstration, documentation, DRDP-2010, DRDP-TECH, Second Step.</p>   |

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|  | <p><b>Relationships</b></p> <p><i>Also aligned with foundations in Self</i></p> | <p>-----</p> <p><b>1.0 Attachment to Parents</b></p> <p><b>2.0 Close relationships with teachers and caregivers</b></p> <p><b>3.0 Friendships</b></p> <hr/> <p><b>3.0 Social and Emotional understanding</b></p> <p><b>4.0 Empathy and Caring</b></p> <hr/> | <p><i>relationships, and friendships. Children will cooperate with each other and adults and exhibit self control and self regulation, and problem solving. Children will demonstrate empathy and caring.</i></p>  | <p>Skills performance, lesson plans, routines, Individualization, observation, documentation, DRDP-2010, DRDP-TECH.</p>                      |
|  | <p><b>Self Concept &amp; Self-Efficacy</b></p> <p><i>Self</i></p>               | <p><b>The perception that one is capable of successfully making decisions, accomplishing tasks, and meeting goals.</b></p>  | <p>Children will identify and demonstrate thoughts and feelings. Children will demonstrate age appropriate independence in activities, routines, and tasks. Children will describe their physical characteristics, behaviors and abilities. Children will enjoy learning and are confident in their abilities to make new discoveries.</p> | <p>Lesson plans, daily schedule, routines, observation, Mental Health evaluation, individualization documentation, DRDP-2010, DRDP-TECH.</p> |
|  | <p><b>Self Regulation</b></p> <p><i>Self</i></p>                                | <p><b>1.0 Self-Awareness</b></p> <p><b>4.0 Initiative in Learning</b></p> <p><b>The ability to recognize and regulate emotions, attention, impulses, and behavior.</b></p>  | <p>Children will demonstrate age appropriate independence in activities, routines, and tasks.</p>  |  |
|  | <p><b>Social Interaction</b></p>  | <p><b>2.0 Self-Regulation</b></p> <p><b>3.0 Social and Emotional Understanding</b></p> <p><b>4.0 Cooperation and Responsibility</b></p> <p><b>3.0 Responsible Conduct</b></p>   | <p>Children will transition between tasks and routine with minimal directions. Children will follow simple rules and directions.</p>   |  |
|  | <p><b>History-Social Science</b></p> <p><i>(Becoming a</i></p>                  |   | <p><i>Children will express their emotions appropriately and adapt to new environments and routine with appropriate emotions and</i></p>   |  |

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|  | <p><i>Preschool Community Member (Civics)</i></p> <p><b>Emotional &amp; Behavioral Health</b></p>                                | <p>A healthy range of emotional expression and learning positive alternatives to aggressive or isolating behaviors.</p>   | <p><i>behaviors. Children will strive to cooperate with group expectations to maintain adult approval and get along with others.</i></p>  |  |
| <p><b>Approaches to Learning</b></p> <p><i>Social Emotional Development Visual and Performing Arts Science Mathematics</i></p> | <p><b>Initiative and Curiosity</b></p> <p><i>Social Emotional Development Visual and Performing Arts Science Mathematics</i></p> | <p><b>An interest in varied topics and activities, desire to learn, creativeness, and independence in learning</b></p> <p><i>5.0 Initiative in Learning</i></p> <p><i>3.0 Create, Invent, and Express through Visual Art</i></p> <p><i>3.0 Create, Invent, and Express through Music</i></p> <p><i>2.0 Develop skills to create, invent, and express through Drama</i></p> <p><i>3.0 Create, Invent, and Express through Dance</i></p> <p><i>1.0 Observation and Investigation</i></p> <p><i>1.0 Use mathematical thinking to solve problems that arise in their everyday environment,</i></p> <hr/> <p><b>The ability to begin and finish activities</b></p> | <p>Children will make independent choices in their learning and discoveries. Children will demonstrate flexibility, imagination in tasks and activities.</p> <p><i>Children will explore vocal and simple instrumental skills, rhythms, role play, imagination, using color and marks to express a feeling or mood, inventive movement.</i></p> <p><i>Children will demonstrate curiosity and raise simple questions about objects and events in their environment.</i></p> <p><i>Make predictions and check them through concrete experiences with adult support.</i></p> <p><i>Make inferences and form generalizations based on evidence. Begin to apply simple mathematical strategies to solve problems in their environment.</i></p> <hr/> <p>Maintains interest in a project, task, or activity until completed. Maintains concentration and develop the ability to set goals and follow through. Increase problem solving skills with</p> | <p>Lesson Plans, individualizations, variety of learning opportunities through individual, small and large group. Developmentally appropriate activities. Observations, documentation, and performance of skills. DRDP-2010, DRDP-TECH.</p> <hr/> <p>Lesson plans,</p> |

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|                                | <b>Persistence and Attentiveness</b>   | <b>with persistence and attention.</b>  | self and others.<br>Children will demonstrate abilities in sharing, cooperating, and helping in a group. Children will join in cooperative play with others.<br><i>Children will participate in group activities and begin to understand and cooperate with social expectations, group rules, and roles.</i> | individualizations, observation in a variety of settings, active participation in problem solving, developmentally appropriate activities and materials, documentation through graphs, comparison etc, demonstration and attainment of skills, answers to open-ended questions, DRDP-2010, DRDP-TECH.  |
|                                | <b>Cooperation</b>   | <b>2.0 Self-Regulation<br/>5.0 Initiative in Learning<br/>An interest and engagement in group experience.</b>   |  |  |
|                                | <b>Social Interaction</b>  | <b>3.0 Group Participation<br/>4.0 Cooperation and Responsibility</b>   |  |  |
|                                | <b>Logic and Reasoning</b>   | <b>Reasoning &amp; Problem Solving</b>  | Children will be able to find multiple solutions to a task, question, or problem. Children will be able to recognize cause and effect. Children will be able to classify, compare, and contrast.   |  |
|                                | <b>Mathematics<br/>Mathematical Reasoning<br/>Algebra and Functions<br/>(Classification and Patterning)<br/>Science Inquiry<br/>Physical Science</b> | <b>1.0 Mathematical Reasoning<br/>1.0 Algebra and Functions<br/>1.0 Observation and investigation<br/>2.0 Changes in Non-Living Objects and Materials</b> | <b>1.0 Mathematical Reasoning<br/>1.0 Algebra and Functions<br/>1.0 Observation and investigation<br/>2.0 Changes in Non-Living Objects and Materials</b>  | <i>Children will use mathematical thinking to solve problems in their everyday environment. Children will sort, and classify objects by one attribute into two or more groups. Children will make predictions and check through concrete experiences. Children will observe and describe changes in motion (speed, direction, ways things move) and explore the effects of their own actions in relation to the objects. Children will compare and contrast, identifying similarities and differences. Children will make inferences and form generalizations based on evidence.</i> |
| <b>Symbolic Representation</b> | <b>The use of symbols or objects to represent something else.</b>  |   | Children will recognize the difference between real and pretend. Children will use and recognize symbols or objects to represent   |  |

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|  | <p><b><u>Visual and Performing Arts</u></b><br/> <b>Visual Art</b><br/> <b>Dance</b><br/> <b>Social-Emotional Development</b><br/> <b>Social Interaction</b><br/> <b>History-Social Science</b><br/> <b>Sense of Place</b></p> | <p><b><i>1.0 Create, Invent, and Express through Dance</i></b><br/> <b><i>2.0 Interactions with Peers</i></b><br/> <b><i>3.0 Understanding the Physical World through Drawings and Maps</i></b></p>                                | <p>something else.</p> <p>Children begin to draw figures and objects, using color and intensity to express mood. Children begin to act out or express themselves through movement and role play. Children will draw and use other materials to refer to symbols and mapping.</p>   |   |
| <p><b>Language Development</b></p> <p><b>Language and Literacy</b></p> | <p><b>Receptive Language</b></p> <p><b>Listening &amp; Speaking</b></p> <p><b>Expressive Language</b></p> <p><b>Listening &amp;</b></p>  | <p><b>The ability to comprehend or understand language</b></p> <p><b><i>1.0 Language and use of conventions</i></b><br/> <b><i>2.0 Vocabulary</i></b><br/> <b><i>3.0 Grammar</i></b></p> <p><b>The ability to use language</b></p> | <p>Children will listen and understand conversations, songs, stories. Children will increase their ability to understand complex and varied vocabulary, rules of language, and distinguish a question from a statement.</p> <p><i>Children use language as communication with others in familiar settings to include basic conventions, describing, requesting, commenting, acknowledging, greeting, and rejecting. Children understand frequently used words in everyday life. Children will understand and use increasingly complex and longer sentence combined with two to three concepts to communicate ideas.</i></p> <p>Children will engage in communication and conversations with each other to express ideas and needs. Children will use increasingly complex and varied vocabulary. Children will use different forms of language to express themselves. Children will use language to tell a story or describe an event.</p> <p><i>Children will speak clearly</i></p> | <p>Lesson Plans, Individualization, observation, documentation, performance and demonstration through activities designed to enhance listening skills. DRDP-2010, DRDP-TECH.</p> <p>Lesson Plans, materials and</p> |

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|  | <p><b>Speaking</b></p> <p><b>Expressive English Language Skills</b></p> | <p><b>1.0 Language Use and Conventions</b><br/> <b>1.0 Vocabulary</b><br/> <b>2.0 Grammar</b></p>   | <p><i>enough to be understood by familiar adults and children.</i><br/> <i>Children will understand and use accepted words for objects, actions, and attributes encountered frequently in both real and symbolic contexts.</i></p> <p>Children will increase their ability to speak or use English.</p> | <p>literacy in home language, individualization, observation, documentation, returned take home packets in home language, feedback, listening, demonstration, performance, DRDP-2010, DRDP-TECH.</p> |
|  | <p><b>Speaking</b></p>  | <p><b>1.0 Children use Non-verbal and verbal strategies to communicate with others.</b><br/> <b>1.1 Show increasing reliance on verbal communication in English to be understood by others.</b><br/> <b>1.2 Vocabulary production</b><br/> <b>Use new English Vocabulary to share knowledge of concepts</b><br/> <b>1.3 Conversation</b><br/> <b>Sustain a conversation in English about a variety of topics.</b><br/> <b>1.4 Increase utterance in length in English by adding appropriate possessive pronouns; conjunction and or other elements, adjectives, adverbs.</b><br/> <b>1.5 Grammar</b><br/> <b>Expand the use of different forms of grammar in English (plurals, past tense, subject, verb and object) sometimes with errors.</b></p> |   |  |



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|  |  | <p><i>1.6 Begin to use “what, why, how, when and where” questions in more complete forms of English.</i></p>  |  |   |
| <p><b>Literacy Knowledge and Skills</b><br/> <b>*Includes Ancestral Language Acquisition and Cultural activities. (storytelling)</b></p> | <p><b>Book Appreciation and Knowledge</b></p> <p><i>Language and Literacy</i></p> <p><b>Phonological Awareness</b></p> <p><i>Reading</i></p> | <p><b>Interest in books and their characteristics, and the ability to understand and get meaning from stories and information from books and other texts.</b></p> <p><i>Reading</i><br/> <b>1.0 Concepts about Print</b><br/> <b>4.0 Comprehension and Analysis of Age Appropriate Text</b><br/> <b>5.0 Literacy Interest and Response</b></p> <p><b>Awareness that language can be broken into words, syllables, and smaller pieces of sound.</b></p> <p><i>Reading Phonological Awareness</i></p> | <p>Children will show an interest in books and look at books independently. Children will demonstrate the ability to retell a story, and identify parts of a book.</p> <p><i>Children engage in routines associated with literacy activities and demonstrate enjoyment of literacy and literacy related activities.</i></p> <p><i>Children begin to display appropriate handling of books and begin to recognize print conventions. Children demonstrate knowledge of main characters or events in a familiar story, and knowledge from information text through labeling, describing, playing, or creating artwork</i></p> <p>Children have an awareness of the different sounds of language as they are broken into words and syllables. Can distinguish sounds and phonemes, beginning and ending sounds of words and recognition that different words begin or end with the same sound.</p> <p><i>Children will orally blend and delete words, and syllables without the support of pictures or objects. Children will orally blend the onsets, rimes, and phonemes of words and</i></p> | <p>Lesson plans, individualization, observation, documentation, returned take home packets, feedback, listening, Handwriting Without Tears, writing samples, demonstration and performance. DRDP-2010, DRDP-TECH.</p> <p><b>*Children will speak and make sounds associated with Karuk Language.</b></p> <p>Lesson plans, individualization, observation, documentation, returned take home packets, feedback, listening, Handwriting Without Tears, writing samples, demonstration and performance. DRDP-2010, DRDP-TECH.</p> <p><b>*Children will speak and make sounds associated with Karuk Language.</b></p> |

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|  | <b>Alphabet Knowledge</b>             | <b>The names and sounds associated with letters.</b>   | <p><i>orally delete the onsets of words, with support of pictures or objects.</i></p> <p>Children will recognize the letters of the alphabet are a special category of visual graphics and can be named. Children will recognize that letters of the alphabet have distinct sounds associated with them. Children will identify letters and associate correct sounds with letters.</p> | <p>Lesson plans, individualization, observation, documentation, returned take home packets, feedback, listening, Handwriting Without Tears, writing samples, demonstration and performance. DRDP-2010, DRDP-TECH.</p> |
|  | <b>Reading</b>                        | <b>3.0 Alphabets and Word/Print Recognition</b>  | <p><i>Children will match some letter names to printed form. Children will begin to recognize that letters have sounds and recognize the first letter of their name.</i></p>   | <p><b>*Children will speak and make sounds associated with Karuk Language.</b></p>  |
|  | <b>Print Concepts and Conventions</b> | <b>The concepts about print and early decoding.</b>  | <p>Children will understand that print conveys meaning and recognize that print is in everyday life. Children will begin to understand that letters form words and recognize the association between written and spoken words.</p>   | <p>Lesson plans, individualization, observation, documentation, returned take home packets, feedback, listening, Handwriting Without Tears, writing samples, demonstration and performance. DRDP-2010, DRDP-TECH.</p> |
|  | <b>Reading</b>                        | <b>1.0 Concepts about Print and Writing Strategies</b>   | <p><i>Children begin to display appropriate book holding and handling, and that print is something that can be read.</i></p>   | <p>DRDP-2010, DRDP-TECH.</p>  |
|  | <b>Early Writing</b>                  | <b>Familiarity with writing implements, conventions, and emerging skills to communicate through written representations, symbols, and letters.</b> | <p>Children will experiment with different writing tools and materials. Children will understand that writing is a way of communicating. Children will copy, trace, or independently write letters or words.</p>   | <p><b>*Children will speak and make sounds associated with Karuk Language</b></p>   |
|  | <b>Early Writing</b>                  | <b>1.0 Writing</b>   | <p><i>Children will experiment with grasp and body position using a variety of drawing and writing tools. Children will use scribbles</i></p>  |   |

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|   |  | <i>Strategies</i>   | <i>that are different from pictures. Children will write marks to represent their name</i>  |   |
| <b>Mathematics Knowledge and Skills</b> | <b>Number Concepts &amp; Quantities</b>      | <b>Understanding that numbers represent quantities and have ordinal properties (number words represent a rank order, particular size, or position in a list).</b> | Children will recognize numbers and quantities and make an association with written numbers. Children will recite numbers in the correct number and that numbers come before or after another. Children will use one to one correspondence and subitizing (identifying the number of objects without counting), and use the last number name counted to represent objects in a set. | Lesson Plans, Individualization, documentation, work samples, writing samples, performance and demonstration, feedback, return of take home packets, observation, DRDP-2010, DRDP-TECH. |
|   | <i>Mathematics</i>                           | <i>Number Sense</i><br><b>1.0 Children begin to understand numbers and quantities in their everyday environment.</b>  | <i>Children will recognize and name a few written numbers, recite numbers in order to ten with increasing accuracy, identify, without counting, the number of objects in a collection of up to three. Count up to five objects using one-to-one correspondence. Use the number name of the last object counted to answer "how many?"</i>  | Lesson Plans, Individualization, documentation, work samples, writing samples, performance and demonstration, feedback, return of take home packets, observation, DRDP-2010, DRDP-TECH. |
|   | <b>Number Relationships &amp; Operations</b> | <b>The use of numbers to describe relationships and solve problems.</b>   | Children will use multiple strategies to compare quantities and use mathematical language to describe the quantities.   |   |
|   | <i>Number Sense</i>                          | <b>2.0 Children begin to understand number relationships and operations in their everyday environment.</b>  | <i>Children will compare two groups of objects visually, that are equal or non-equal (more or same). Children will understand that putting two groups of objects together will make a bigger group and adding or subtracting from the group</i>   |   |

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|  | <b>Geometry &amp; Spatial Sense</b>                          | <b>Understanding of shapes, their properties, and how objects are related to one another.</b>   | <p><i>will increase or decrease the number of objects in the group. Children will solve simple addition and subtraction problems (verbally and non-verbally) with a small number of objects (sums up to 4 or 5).</i></p> <p>Children will recognize and name common shapes, their attributes, and combine shapes to make other shapes. Children will compare objects in size and shape,, and understand directionality and position of objects.</p> |
|  | <b>Geometry</b>  | <p><b>1.0 Children will begin to identify and use common shapes in their everyday environment.</b></p> <p><b>2.0 Children begin to understand positions in space.</b></p> | <p><i>Children will identify two dimensional shapes,(circle, square) and use shapes to represent different elements of a picture or design. Children will identify positions of objects and people in space, (in,on,under, up,down, and inside, outside)</i></p> <p>Children will have the ability to sort and classify objects using color, shape, and size. Children will recognize, duplicate, create, and extend simple patterns.</p>           |
|  | <b>Patterns</b>  | <b>Recognition of patterns, sequencing, and critical thinking skills necessary to predict and classify objects in a pattern.</b>  | <p><i>Children will sort and classify objects by one attribute into two or more groups, with increasing accuracy. Children will begin to identify or recognize, and create a simple repeating pattern or participate in making one</i></p>  |
|  | <b>Algebra and Functions (Classification and Patterning)</b> | <b>1.0 Children begin to sort and classify objects</b>  | <p>Children will sort and classify objects using color, shape, and size. Children will recognize, duplicate, create, and extend simple</p>  |

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|  | <b>Measurement &amp; Comparison</b> | <p><i>in their everyday environment.</i></p> <p><b>2.0 Children begin to recognize simple, repeating patterns.</b></p> | <p>patterns.</p>   |  |
|  | <b>Measurement</b>                  | <p><b>Understanding of attributes and relative properties of objects as related to size, capacity, and area.</b></p>   | <p>Children will compare, using standard and nonstandard techniques and tools for measuring, and order objects using attributes of length, weight, and size. (bigger, longer, taller, heavier).</p>  |  |
|  |                                     | <p><b>1.0 Children begin to compare and order objects.</b></p>   | <p><i>Children will demonstrate awareness that objects can be compared by length, weight, or capacity, by noting gross differences, using words such as bigger, longer, heavier, or taller, or by placing objects side by side to compare length. Children will order three objects by size. Children will measure length using multiple duplicates of same size concrete units laid end to end.</i></p> |  |

# Science Knowledge & Skills

## Science

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| <p><b>Scientific Skills and Methods</b></p>   | <p><b>The skills to observe and collect information and use it to ask questions, predict, explain, and draw conclusions.</b></p>                          | <p>Children will use simple tools safely gather information, and have the ability to observe, describe, compare and contrast. Children will increase their ability to predict and ask questions.</p>  | <p>Lesson Plans, Individualization, documentation, work samples, writing samples, performance and demonstration, Growing up Wild curriculum, feedback, return of take home packets, observation, DRDP-2010., Teaching Strategies Gold.</p> |
| <p><i>Scientific Inquiry</i></p> <p><b>Conceptual Knowledge of the Natural and Physical World</b></p> | <p><b>1.0 Observation and Investigation</b></p> <p><b>2.0 Documentation and Communication.</b></p>  | <p><i>Children will begin to identify and use some observation and measuring tools, with adult support. Children will observe, describe objects and events in the environment. Children will make predictions and check them through concrete experiences, make inferences and form generalizations based on evidence. Children will record observations or findings through a variety of forms, (with adult assistance) including pictures, journaling, charts, models, and photos, sharing findings which may be correct or incorrect, with or without adult prompting.</i></p> |  |
| <p><i>Physical Sciences</i></p>   |   |   |  |
| <p><i>Life Sciences</i></p>   |   |   |  |
| <p><i>Earth Sciences</i></p>  | <p><b>The acquisition of concepts and facts related to the natural and physical world and the understanding of naturally-occurring relationships.</b></p> | <p>Children will observe, describe and discuss living things and natural processes and discuss properties of materials and transformation of</p>  |  |

**1.0 Properties and Characteristics of Non-Living Objects and Materials.**  
**2.0 Changes in Non-Living Objects and Materials.**

**1.0 Properties and Characteristics of Living Things**  
**2.0 Changes in Living Things**

**1.0 Properties and Characteristics of Early Materials and Objects.**  
**2.0 Changes in the Earth**

substances.

*Children will identify characteristics of a variety of animals and plants, including their appearances, (insides and outsides) behaviors, and begin to categorize them. Children will begin to indicate knowledge about body parts and processes (eating, sleeping, breathing, and walking) in human and other animals. Children will identify differences between animate objects and inanimate objects, understand the habitats of people and familiar animals and plants in their environment, and realize differences in environments. Observe and explore growth and changes in humans, animals, and plants and demonstrate an understanding that living things change over time in size and in other capacities as they grow. Understand that animals and plants require care and make an association with the growth of humans, animals, and plants. Observe, notice, and describe natural elements and objects, changes in weather, and*

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|  |  |  | <p><i>notice the effects of weather and seasonal changes on their own lives, plants, and animals. Children will observe, investigate, and identify characteristics and physical properties of objects and of solid and non-solid materials (size, weight, shape, color texture and sound). Children will demonstrate awareness that objects and materials can change, and explore and describe changes. Children will observe and describe the motion of objects in terms of speed, direction, ways things move, and explore the effect of their own actions.</i></p> |  |
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**Creative  
Arts  
Expression**

*Visual and  
Performing  
Arts*

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| <p><b>Music</b></p>                         | <p><b>The use of voice and instruments to create sound.</b></p>   | <p>Children will participate and in music activities, such as listening, singing, or performing and experiment with musical instruments.</p>  | <p>Lesson plans, individualization, observation, documentation, performance and demonstration, DRDP-2010, IMIL Activities, <i>DRDP-TECH</i>.</p> |
| <p><i>Music</i></p>                         | <p><i>1.0 Notice, Respond, and Engage.<br/>2.0 Develop Skills in Music<br/>3.0 Create, Invent, and Express through Music</i></p>  | <p><i>Children will have sustained attention and begin to reflect, demonstrate familiarity with words that describe music. Children will recognize simple repeating melody and rhythm patterns. Children will begin to discriminate between different voices, instrumental, and environmental sounds. (follow words in a song)<br/>Children will experiment and improvise vocally and instrumentally.</i></p> |  |
| <p><b>Creative Movement &amp; Dance</b></p> | <p><b>Using the body to move to music and express oneself</b></p> <p><i>Dance<br/>1.0 Notice, Respond, Engage<br/>2.0 Develop Skills in Dance<br/>3.0 Create, Invent, and Express through Dance</i></p> | <p>Children will use creative movement to express concepts, ideas, or feelings.</p> <p>Children will express what is felt and heard in various music tempos and styles. Children will move to different patterns of beat and rhythm.</p> <p>Children will use body movement freely to respond to beat-tempo-loud-soft. Children will engage in dance movements and begin to understand words associated</p>   |  |

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|  |     | <p><b>Music</b><br/> <b>1.0 Notice, Respond, and Engage</b><br/> <b>3.0 Create, Invent, and Express Through Music</b></p>                                 | <p>with dance. Children will respond to instruction of one skill at a time and explore different steps, movement patterns and movements, to create or invent dance movements, with a beginning and an end. Spontaneously communicate feelings through dance to express simple feelings when prompted by adults.</p>  |
|  | Art | <p><b>Using a range of media and materials to create drawings, pictures, and other objects</b></p>  | <p>Children will use different materials and techniques to create art that reflects thoughts feelings, experiences or knowledge and be able to discuss their artwork and those of others.</p>  |
|  | Art | <p><b>1.0 Notice, Respond, and Engage</b><br/> <b>2.0 Develop Skills in Visual Art</b><br/> <b>3.0 Create, Invent, and Express through Visual Art</b></p> | <p><i>Children will use a variety of mediums to create paintings, drawings, collage, sculpt manipulate clay/play dough into shapes, and use color and intensity to express feeling or mood.</i></p> <p><i>Children will notice and communicate about objects or forms that appear in art, choosing own art for display in portfolio, classroom, or book.</i></p> |

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|  | <p><b>Drama</b></p> <p><i>Drama</i></p>  | <p><b>Portrayal of events, characters, or stories through acting and using props and language.</b></p> <p><b>1.0 Notice, Respond, and Engage</b><br/> <b>2.0 Develop Skills to Create, Invent, and Express through Drama</b></p>   | <p>Children will participate in dramatic play using stories, dialog, actions, and objects to tell a story and express their thoughts and feelings, using creativity and imagination to use materials and role play.</p> <p><i>Children will demonstrate interest, understanding knowledge of a simple plot, and preferences related to participating in drama, using props and costumes to enhance dramatization of familiar stories and fantasy play with peers.</i></p> |  |
| <p><b>Social Studies Knowledge &amp; Skills</b></p> <p><b>History-Social Science</b><br/> <i>(Also aligned with foundations in: Science)</i></p> | <p><b>Self, Family &amp; Community</b></p> <p><i>Self and Society</i></p> <p><i>Becoming a Preschool Community Member (Civics)</i></p> | <p><b>The understanding of one’s relationship to the family and community, roles in the family and community, and respect for diversity.</b></p> <p><b>1.0 Culture and Diversity</b><br/> <b>2.0 Social Roles and Occupations</b><br/> <b>1.0 Skills for Democratic participation</b><br/> <b>2.0 Responsible Conduct</b><br/> <b>3.0 Fairness and Respect for other</b></p> | <p>Children will identify personal and family structures; identify similarities and differences in self and others. Participate in jobs and contributions in the classroom. Have an understanding of rules for home, classroom and community.</p> <p><i>Develop culture, ethnic and racial identity and understand relevant language and cultural practices. Role plays familiar adult roles with consistent development of knowledge of the</i></p>                      | <p>Lesson Plans, Individualization, documentation, performance and demonstration, observation, response and knowledge of rules and feedback, return of take home packets, observation, DRDP-2010, CDEL, Making it Work. DRDP-TECH.</p> |

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|                                       | <p><i>Sense of Place (Geography and Ecology)</i></p>  | <p><i>people</i></p> <p><b>3.0 Understanding the Physical World through Drawings and Maps</b></p>  | <p><i>roles. Identifies as members of a group and participate in group activities. Shows responsibility and cooperation within a group and responds to the feelings and needs of others, understanding rules that protect and maintain order.</i></p>  |
|                                       | <p><b>People &amp; the Environment</b></p>  | <p><b>The understanding of the relationship between people and the environment in which they live.</b></p>   | <p>Identify features in the environment and that people share the environment with other people and take care of the environment through activities such as recycling.</p>   |
|                                       | <p><i>Sense of Place (Geography and Ecology) (Also aligned with foundations in: Science)</i></p>  | <p><b>1.0 Navigating Familiar Locations</b></p> <p><b>2.0 Caring for the Natural World</b></p> <p><b>Science</b></p> <p><b>Earth Sciences</b></p> <p><b>3.0 Changes in the Earth</b></p> | <p><i>Children will identify the characteristics of familiar locations such as home and school, describing objects and activities and using simple directional language. Children will begin to understand human-environment interaction and caring for plants and animals, and the environment.</i></p> |
|                                       | <p><b>History &amp; Events</b></p>  | <p><b>The understanding that events happened in the past and how these events relate to one's self, family, and community.</b></p>   | <p>Children will recognize events that differences in past, present, and future in relation to family or personal history, and that lives change over time.</p>  |
| <p><i>Sense of Time (History)</i></p> | <p><b>1.0 Understanding Past Events</b></p> <p><b>2.0 Anticipating and Planning Future Events</b></p> <p><b>3.0 Personal History</b></p> <p><b>4.0 Historical</b></p> | <p><i>Children will recall and share past experiences and anticipate future events. Children will Distinguish older from younger family</i></p>  |  |

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|  |   | <p><b><i>Changes in People and the World</i></b></p>  | <p><i>members and other people.</i></p>   |   |
| <p><b>English Language Development</b></p> | <p><b>Receptive English Language Skills</b></p> <p><i>Listening</i></p> <p><b>Expressive English Language Skills</b></p> <p><i>Speaking</i></p> | <p><b>The ability to understand the English Language</b></p> <p><i>1.0 Children listen with understanding.<br/>1.2 Follow directions that involve a one or two step sequence, relying less on contextual cues.<br/>1.3 Begin to demonstrate an understanding of words in English, (objects, actions, personal, pronouns, and possessives) in both real and pretend play.</i></p> <p><i>1.0 Children use nonverbal and verbal strategies to communicate with others.<br/>1.1 Show increasing reliance on verbal communication in English to be</i></p> | <p>Children will acknowledge common words, phrases, and greetings and respond to questions with increased difficulty and follow multi-step directions in English with minimal cues or assistance.</p> <p><i>Children will begin to demonstrate understanding of a larger set of words in English in both real and pretend activities and follow directions that involve a one or two step sequence.</i></p> <p>Children will repeat words or phrases of familiar songs, greetings, requests, and use one or two English words and show increased complexity in usage of words and</p> | <p>Lesson Plans, Individualization, documentation, work samples, writing samples, performance and demonstration, CDELF, Making it Work, feedback, listening, speaking, back and forth exchanges, return of take home packets, observation, DRDP-2010, <i>DRDP-TECH</i>.</p> |

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|  | <p><b>Engagement in English Literacy Activities</b></p> <p><b>Reading</b></p> | <p><i>understood by others.</i></p> <p><b>1.2 Use new English vocabulary to share knowledge of concepts</b></p> <p><b>1.3 Sustain a conversation in English about a variety of topics.</b></p> <p><b>1.4 Increase utterance length in English by adding appropriate possessive pronouns (his, her) conjunction (and, or) or other elements, (adjectives and adverbs)</b></p> <p><b>1.5. Expand the use of different forms of grammar in English (plurals, simple past tense; use of subject, verb and object) sometimes with errors.</b></p> <p><b>1.0 Children demonstrate an appreciation and enjoyment of reading and literature.</b></p> <p><b>2.0 Children show an increasing understanding of book reading.</b></p> | <p>structure in combination to express a bigger idea or construct simple sentences.</p> <p><i>Children will show increasing reliance on verbal communication in English with understanding, share knowledge of concepts, sustain a conversation in English about a variety of topics. Begin to use “what why, how, when, and where” questions with more confidence and understanding, while expanding different forms of grammar in English.</i></p> <p>Children will have an understanding and give appropriate responses to books, storytelling, and songs presented in English.</p> <p><i>Children will choose books and express familiarity through responses and engagement in storytelling, and singing.</i></p> |  |
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|   | <i>Speaking</i>                        | <b>3.0 children use language to create oral narratives about their personal experiences.</b> | <i>Children will begin to make extended conversations and retell the story in English about stories, producing simple narratives in English that are real and fictional.</i> |   |
| <b>Ancestral Language Development And Cultural Heritage</b> | <b>Receptive Language Development</b>  | <b>The ability to listen and understand Karuk Language.</b>                                  | Children will begin to understand common words, colors, numbers, body parts, and phrases and songs and follow directions, greetings or commands in the Karuk language.       | Lesson plans, individualization, observation, performance, demonstration, implementation and integration of the Making It Work guide and Cultural Development and Early Learning Framework (CDELFF) |
|   | <b>Expressive Language Development</b> | <b>The ability to speak or use the Karuk Language</b>  | Children will begin to communicate using Karuk language, through songs, dance, skills, traditional cultural values, beliefs and life ways.                                   |   |
|   | <b>Reading/Storytelling</b>            | <b>The ability to tell a Karuk story in the oral tradition.</b>                              | Children will begin to tell/retell a Karuk Story in the oral tradition.  |   |

# *Parent/Volunteer Code of Conduct*

## **Karuk Head Start Parent/Volunteer Code of Conduct**

It is the Karuk Head Start policy to ensure the business of the program is conducted according to the highest ethical standards. In support of this policy, a set of ethics and standards of conduct are essential for the Karuk Head Start to prosper and receive the desired trust and respect of children, families, employees, Karuk Community Development Board, Tribal Council, and the community. The underlying principles of these standards are based on courtesy, moral standards, and the law. These principles will ensure the continued success and growth of the services and programs provided by the Karuk Head Start.

All staff, volunteers, and governing body members are subject to abide by the Code of Ethics as described in the Program Governance Requirements, CDA board, or State teacher's credentialing board. If a staff member is not credentialed or licensed in the state of California, they are subject to abide by the conduct as set forth in the Karuk Tribe Employee Personnel Policy, and under the direction of the Karuk Community Development Corporation.

All employees, parents, families, and volunteers must abide by the following established standards of conduct. These standards include, but are not limited to:

- 1 Respect and promote the unique identities of all children and families, and refrain from stereotyping on the basis of gender, race, ethnicity, culture, religion, disability, or sexual orientation;
- 2 Follow program confidentiality policies concerning information about children, families, and other employees;
- 3 All children and youth must be supervised by qualified staff and not left alone while in the care of the Karuk Head Start;
- 4 Positive methods of child guidance shall be utilized. Engaging in corporal punishment, emotional or physical abuse, or humiliation is prohibited; additionally, methods of discipline that involve isolation without adult supervision, the use of food as punishment or reward, and the denial of basic needs are not to be utilized.

*The Parent Code of Conduct will include, but not be limited to, the following items:*

- 1. Parents or family members will address misbehaviors of their own children attending a Head Start function or classroom in a positive way.** No physical or verbal punishment of children is allowed at a Head Start function or classroom. This includes, but is not limited to striking your child in any way or cursing at your child at a Head Start function or classroom.
- 2. Parents or family members will direct all concerns regarding other children at a Head Start function or classroom to Head Start staff immediately.** It is never appropriate for a parent or family member to discipline another child at a Head Start function or classroom. It is not the intent of this standard to stop a parent or family member from helping a child who is in immediate danger, but to use common sense in a situation where a child may be at risk of being harmed or who may be harming others.
- 3. Parents or family members will treat Head Start members with respect, and follow agency policy regarding disagreements or concerns.** It is never appropriate for a parent or family member to threaten or confront a staff member in any way, or speak of incidents that occurred at the center. If the parent or family



member has an issue or concern regarding incidents that occur *during regular program hours*, a written complaint must be submitted to the teacher, or administrative staff. Confidentiality will be maintained in all discussions involving children, parents, caregivers, volunteers, and staff members. The chain of command will be to: contact the Teacher, Center Supervisor, Deputy Director/Director. If the issue persists, the Tribal Council Head Start Liaison will intercede. *This will include any designated person dropping off or picking up your child.*

**4. If a parent or family member has a disagreement or problem with another parent or family member at a Head Start function or classroom, that problem will be addressed with respect following program protocol.** It is never appropriate for a parent or family member to threaten another parent or family member at a Head Start function or classroom. This will also include inappropriate or negative remarks, body language, visible animosity, or eye contact.

**5. When in the presence of children at a Head Start function or classroom, parents or family members will use language appropriate for young children to hear.** Cursing or swearing or use of inappropriate language is not allowed. Speaking negatively in front of your child or other children, parents, or community members about staff, or enrolled families is inappropriate and impacts the emotional well being of all involved and negatively impacts the program.

**6. When in the presence of children at a Head Start function or classroom, parents or family members are asked to be mindful of their clothing, to make sure the body is covered appropriately.** Parents or family members may be asked to wear a smock if clothing is too revealing (excessive cleavage top and bottom).

**7. Parents or family members will smoke only in designated areas (50 feet distance from the center) when attending a Head Start function or classroom.** Our buildings and playgrounds are non-smoking areas, as are all field trips and Head Start activities. If a parent or family member must smoke, staff will advise you of a designated area, away from and out of view of the children.

**8. To promote a safe, happy environment for our children, parents or family members will address problems with other parents and staff in private, away from children, and preferably after instructional hours, attending a Head Start function or classroom.** No quarreling in front of the children at a Head Start function or in the classroom is allowed.

**9. To ensure the safety and health of all children, all safety rules, including but not limited to, the following will be enforced:**

- a. **According to the law, all children will be placed in appropriate vehicle restraints at all times.**
- b. **Parents will provide current emergency contact information to Head Start staff at all times. It is the parent's responsibility to keep this information accurate, including changes in names, addresses, and phone numbers for themselves and emergency contacts. Parents must update this information and provide the current information any time between meetings when changes occur.**

**10. The use of alcoholic beverages or substance abuse is prohibited on premise or at any Karuk Head Start function.** If a parent is under the influence or if there is reasonable suspicion of engaging in said activity you may be asked to leave the event or program and your child will not be released to you. The person you

designated on the emergency contact form will be called to pick up your child. If no one is available to pick up your child, the appropriate authorities will be contacted.

In the event of a dispute in regards to discipline due to a child's redirection, a parent may request an informal investigation of the situation **in writing**. Failure to comply with the policies outlined herein may lead to a staff member, Head Start Tribal liaison, KCDC Board member, or designated Policy Council representative to approach the parent(s) or family member involved. It is not our wish to exclude or terminate the enrollment of any child or family. ***It is the intent of the Karuk Head Start to work with the families to provide resources, support, or resolve issues pertaining to Karuk Head Start.*** In the event that a situation places staff, children, parents or family members at harm, the Karuk Head Start program reserves the right to ask the parent/family member to leave the event or program. In the event that the parent/family member refuses to leave, the appropriate authorities may be called. The Karuk Head Start may also re-evaluate the enrollment status of a family, or participation in the program (Parent Committee, Policy Council).

I understand that while my child is enrolled in the Karuk Head Start program, I will abide by the above cited standards of conduct. Failure to adhere to this plan will compromise continued enrollment in the Karuk Head Start Program.

***Parent Code of Conduct Adopted by Policy Council on this 20th day of April 2010.  
Amended and approved: November 16, 2011***

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent Signature

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Teacher Signature

**Karuk Tribe Head Start  
HEAD START POLICY COUNCIL BY-LAWS**

**Article I**

Organization

**Article II**

Purpose

**Article III**

Membership

**Article IV**

Responsibility/Authority

**Article V**

Meetings

**Article VI**

Officers

**Article VII**

Nominations/Elections

**Article VIII**

Committees

**Article IX**

Funds

**Article X**

Meetings

**Amendment to By-Law V**

Approved by: Policy Council April 26, 2011

Approved by: KCDC Board April 27, 2011

Approved by: Tribal Council April 28, 2011

**Revision to By-Laws: Article III, Article IV, Article, Article VIII**

Approved by: Policy Council October, 3, 2012

Approved by: KCDC Board:

Approved by: Tribal Council:

**(1)**  
**Article I**  
Name

The name of the grantee organization is the Karuk Tribe. The name of the Policy Council is Karuk Tribe Head Start Policy Council, hereinafter referred to as Policy Council.

**Article II**  
Purpose

The purpose of the Karuk Tribe Head Start Policy Council shall be to:

- a. Carry out dialogue between parents and agency staff thereby developing, planning, and implementing a Head Start Program, within the goals and guidelines of the Administration of Children and Families (ACF) of the American Indian/Alaska Native Program Branch Head Start following the Head Start Performance Standard requirements set within.
- b. Develop a system to use all internal and external community resources that will benefit children and families needs.

**Article III**  
Membership

The Head Start regulations require that at least fifty **one** percent of the membership of the Policy Council shall consist of parents of children currently enrolled in the Head Start Program. The remaining members will consist of Community Representatives and are to be selected by the Policy Council Members. Community Representatives are to be chosen from community and professional organizations which have a concern of low income families and can contribute to the program. Community Representatives may be former parents who through their relationship and cooperation with the Head Start Program have indicated a desire to serve on the Policy council. The Community Representatives must be approved by the elected parent members.

Head Start regulations covering nepotism and conflicts of interest state any Head Start Staff or Tribal agency employees or elected officials (Tribal Council) who serve in any administrative capacity and their immediate family members are ineligible to serve on the Policy Council.

Immediate family members include: spouse, co-habitants, parents, siblings, children, grandparents, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, step parents, and stepchildren. Immediate family members cannot serve on the Policy Council in a voting capacity.

Administrative capacity means individuals having responsibility relating to the selection, hiring, or supervision and direction of employees. Karuk Tribe extends this definition to include individuals living together in the same household. Parents at the Center level shall not elect husband and wife to the Policy council unless one

individual is selected as an alternate. The regulation applies to a man and woman who are the parents of a child regardless of marriage or living separately.

(2)

The Policy Council shall be comprised of the following voting members:

- A. Two representatives and an alternate for each representative shall be elected by the Center Committee. A Community member will be elected and approved by the parent committee in each community.
- B. Election of representatives shall take place no later than October 15 of each school year. The Policy Council representatives shall begin their term as of November 1 and the term will be for one year ending November 1. Representatives can serve no longer than three years.
- C. Each voting member shall have an alternate who shall vote in the absence of the representative.
- D. Any member who is absent from three consecutive meetings without due cause shall be removed from the council. Absent members must inform an alternate to take their place in their absence. If a council person is removed election of another member shall take place at the Center level they represent.
- E. Standards of Conduct for Members: If a member(s) in any way, creates any dissension or act which is detrimental to the interest and mission of the Policy council and Head Start Program, members can call a special meeting to discuss the issues, problems, characteristics of the person(s) involved; vote by silent ballot obtaining a 2/3 vote and act accordingly with the set quorum.
- F. Adherence to standards of behavior is necessary for the Policy council to operate in the most effective manner possible. When an individual becomes a member of the Karuk Tribe Policy council they become a part of the special community of the Karuk Tribe Head Start Program. As a member of the council, individual conduct in many cases will reflect on the image and well being of the Karuk Tribe Head Start Program. Based on the shared decision making policy of Head Start, Policy Council members will maintain an atmosphere in which freedom of expression and respectful exchanges of points of view occur. The Policy Council operates on a democratic basis; each member shall uphold the decisions of the majority. No Policy Council member shall act on their own in making decisions or initiating individual actions or activities. Policy Council members shall adhere to the approved Parent Code of Conduct.

**Breaches of unacceptable conduct which can lead to removal from the Policy Council:**

- Disclosure of any confidential information, ie. Personnel Actions
- Soliciting, collecting funds, or organizing activities without proper authorization from Policy Council or management.
- Reporting to a meeting or Head Start activity under the influence of drugs or alcohol
- Abusive, threatening, obscene language or acting in a disrespectful manner to another Policy Council member or agency staff.

- Any act of conduct detrimental to the interest and mission of the Head Start Program or the grantee.

(3)

#### **Article IV**

#### **Responsibilities and Authority**

The Policy Council shall have the general and operating responsibility to carry out the following functions:

- A. Establish a method of hearing and resolving community complaints about the Head Start program.
- B. Conduct yearly self-assessments or evaluations of the Head Start program.

The Policy council shall have the authority to approve or disapprove the following matters before the decision is finalized or action is taken by the Tribal Council, Tribal Administrator or Head Start Director:

- A. The goals of the Head Start program and ways to meet the goals within the ACF guidelines **of the Head Start Act 2007** and Performance Standards.
- B. The determination of the grantee service area in the community in which the Head Start program will operate.
- C. Plans to use all available community resources in the Head Start program.
- D. Criteria established for selection of children within the applicable laws and ACF guidelines.
- E. The composition of Policy Council and the method for setting it up within the ACF guidelines.
- F. The determination of which services should be provided to the Head Start from the Karuk Tribal Administration and the Head Start Program.
- G. The establishment of Head Start personnel policies in conjunction with the Karuk Tribe personnel policies which include hiring and firing criteria for Head Start staff, career development plans, and employee grievance process.
- H. Requests and approval for funds and proposed work in all grant applications to ACF or other private or state funding sources.
- I. Provide input into any modifications in budgets, work plans, policies, and procedures.
- J. Information provided in the grantee on-site review process and monitoring and assessing all aspects of the operations of Head Start.

The Policy Council shall be consulted concerning the following matters before any decisions are made or approval is granted:

(4)

- A. The identification of child development needs, child outcomes, and curriculum.
- B. Assurance that standards for acquiring space, equipment, and supplies are met.
- C. Plan, coordinate, and organize agency-wide activities for parents, children, and staff.
- D. Engage in public relation activities in the best interest of the Karuk Tribe.
- E. Recruit volunteer services from parents, community residents, organizations, and mobilize resources to meet any identified needs.

### Article V Meetings

Regular meetings of the Policy Council shall be held quarterly or as deemed necessary and conducted according to the Rules of Order set forth in Article XI.

Special meetings of the Policy council for any purpose may be called by a quorum of three members of the council. A written notice of the special meeting must be sent to the membership informing them of the special meeting. Business at the special meeting or transactions must be included in the agenda notification.

For the purpose of transacting the business of the Policy Council at any annual, regular, or special meeting, a quorum of the Policy Council shall be necessary. A quorum shall consist of three Policy Council members or their alternates. **All members of the Policy Council are voting members.**

Conduct of Meetings: All meetings shall be open to any interested public members. Participation by interested individuals shall be in accordance with the Rules of Order as set forth in Article XI. Head Start staff may attend at the request of the Policy Council or Head Start Director.

A special closed meeting may be called to provide opportunity for discussion among Policy Council members. **The director of the Head Start and a KCDC Board Member shall be notified in the event of a special closed meeting, with the exception that the meeting subject directly involves the Director. A KCDC board member shall be involved in the special meeting.** Voting of confidential and other issues deemed necessary shall be conducted during a closed session meeting.

Written notices of regular meetings shall include the agenda and other relative information for said meeting shall be mailed to members 3 days in advance of the meeting. Written notice shall state the date, time, place and purpose of the meeting. Any special meetings shall be mailed or personally delivered within days of the meeting.

(5)

**Article VI**  
**Officers**

The principle officers of the Policy council shall consist of a Chairperson, Vice-Chairperson, and a Secretary/Treasurer, each of whom shall be elected by the members. Alternate officers may be chosen if deemed necessary can be elected by the members at any regular meeting.

Election of officers shall be annually at the first Policy Council meeting. Each officer shall hold office as described in Article III (B).

Any Policy Council member may be removed from the office for neglect of duties or violating the Standards of conduct for the Policy Council members as stated in Article III (E) by affirmative vote of the majority of the members. A quorum must be present for the vote to remove any member of Policy Council.

**ARTICLE VII**  
**Nominations and Elections**

Officers shall be elected annually at the first meeting of the membership of the Policy Council. Nominations of members for election as officers shall be in accordance with the Rules of Order as set forth in Article XI. Members shall be informed of the procedures and rules prior to the nominations and elections. Officers shall be members of the Policy Council.

**Article VIII**  
**Committees**

The Policy Council shall have the right to set up standing or temporary (ad hoc) committees to work on special projects or dilemmas.

Committees will be comprised of volunteers or members appointed by the Policy Council.

**Article IX**  
**Funds**

All budgets or monies obtained through Head Start must be reviewed and reported to the Policy Council. Grant expenditures, encumbrances, and appropriations shall be reviewed by the Policy Council on quarterly basis. Dramatic changes to the original line-item budget must be reviewed by the Policy council and approved by a quorum vote.

Other funds earned or raised must be reported and expenditures of such additional funds must be approved by the Policy Council.



**Article X**  
**Meetings**

1. Call to Order
2. Approve agenda
3. Approve minutes of last meeting
4. **Public Input**
5. Reports:
  - a. Review and approve Financial reports
  - b. Review and approve Director's reports
6. Discuss old or unfinished business
7. Discuss new business
8. Announcements
9. Set date and time of next meeting
10. Adjourn

**Karuk Head Start**  
*Monthly Self Assessment Monitoring Report*  
**Directors Report for Policy Council, KCDC Board/Tribal Council**

| ERSEA (Eligibility, Recruitment, Selection, Enrollment, Attendance) | Status                                | Items Requiring Action/Comment |               |
|---|---------------------------------------|--------------------------------|---------------|
| <b>MONTH OF September 2012</b>                                      |                                       |                                |               |
| Funded for: <b>60</b>   |                                       |                                |               |
| Current enrollment: <b>60</b>                                       | <u>Full enrollment -60 children</u>   |                                |               |
| Families withdrawn:   | HC- 0 Yreka-0                         |                                |               |
| Families Enrolled: <b>60</b>  |                                       |                                |               |
| Families on wait list:  | HC - 3 Yreka-4                        |                                |               |
| ADA -(Average Daily Attendance)                                     | HC- 17 Yreka am – 17<br>Yreka pm – 17 |                                |               |
| Number of Days in Session this month:                               | HC-18 Yreka – 18                      |                                |               |
| Child File Audit  | HC- Yreka-                            | <b>November 30, 2012</b>       |               |
| Summary of Items Requiring Action in ERSEA                          | Plan of Action                        | Date / Staff                   | Date Complete |
|   |                                       |                                |               |
| Fiscal Management:  | Status                                | Items Requiring Action/Comment |               |
|   | HC Yreka                              |                                |               |
| Total Budget:   | <b>514,782</b>                        |                                |               |
| Amount spent past month:  |                                       |                                |               |
| Credit Card Expenditures total:                                     | <b>\$3,220.75</b>                     |                                |               |
| <b>Director:</b>  | <b>\$1,322.89</b>                     |                                |               |
| <b>Deputy Director:</b>   | <b>\$238.69</b>                       |                                |               |
| <b>Yreka Center Supervisor</b>                                      | <b>\$981.47</b>                       |                                |               |
| <b>Yreka Bus Driver</b>   | <b>\$677.70</b>                       |                                |               |
| Unexpected expenditures: <i>what and why</i>                        |                                       |                                |               |
| Federal Share In-Kind contributions to date                         | HC-3,655.01<br>Yreka –5,355.41        | <b>Total- 9,010.42</b>         |               |
| Summary of Items Requiring Action in Fiscal                         | Plan of Action                        | Date / Staff                   | Date Complete |
|   |                                       |                                |               |
| Child Development (ECE)   | Status                                | Items Requiring Action/Comment |               |
|   | HC Yreka                              |                                |               |
| Developmental Screenings: (ESI) 11/6/2012                           | 13 AM- 13 PM- 11                      | <b>Follow up by 10/12/2012</b> |               |
| 3 ongoing assessments due: 11/5/2012                                |                                       |                                |               |

|  |  |                                    |  |
|--|--|------------------------------------|--|
| 1 <sup>st</sup> Home visits due: <b>11/6/2012</b>  | <b>HC 20/20</b>  | <b>AM 20/20</b><br><b>PM 20/20</b> | <b>Completed</b>                                 |
| 2 <sup>nd</sup> Home visit due: <b>5/14/2013</b>   |  |                                    |  |
| Parent teacher conferences: <b>1<sup>st</sup> due at enrollment</b><br><b>2<sup>nd</sup> Nov. 30, 2012 transition by 5/10/13</b> | <b>HC-</b><br><b>Yreka</b>                                       | <b>AM</b>                          | <b>PM</b>  |
| Child portfolios up to date:   | <b>Ongoing</b>   |                                    |  |
| Summary of Items Requiring Action in Child Development   | Plan of Action   |                                    | Date / Staff                                     |
| <i>Staff will complete all required documentation within the time frame</i>  | Yreka Staff will be trained using DRDP-Tech to input assessments |                                    | November 30, 2012                                |
| <b>Disabilities</b>  | <b>Status</b>  |                                    | <b>Items Requiring Action/Comment</b>            |
| Summary of Items Requiring Action in Disabilities  | Plan of Action   |                                    | Date / Staff                                     |
|  |  |                                    | Date Complete                                    |
| <b>Health</b>  | <b>HC</b>  | <b>Status</b><br><b>Yreka</b>      | <b>Items Requiring Action/Comment</b>            |
| Children with Health Insurance/medical Home  |  |                                    |  |
| Physicals due:   | <b>10/20</b>   | <b>AM-10/17</b><br><b>PM- 5/15</b> | <b>Follow up by 11/30/2012</b>                   |
| Speech Referreal   |  | <b>AM-3</b><br><b>PM-2</b>         | <b>Follow up by 11/30/12</b>                     |
| Dental Referrals made:   |  | <b>AM-</b><br><b>PM</b>            | <b>Dental Screenings scheduled for 10/3/2012</b> |
| IEP Referral   |  | <b>AM-1</b><br><b>PM-</b>          |  |
| Hearing Referrals made :   |  | <b>AM-</b><br><b>PM-</b>           | <b>Hearing Screenings 11/5/2012</b>              |
| Vision Screenings due:   |  | <b>AM-</b><br><b>PM-</b>           | <b>Vision Screenings 11/5/2012</b>               |
| Height and Weights:  | <b>HC 20/20</b>  | <b>AM-20/20</b><br><b>PM-20/20</b> |  |
| Height & Weight Referrals:   | <b>0</b>   | <b>0</b>                           |  |
| Immunization status due: <b>11/5/2012</b>  |  |                                    |  |
| Mental Health Screens due: <b>11/5/2012</b>  |  |                                    |  |
| Mental Health Referrals made:  |  |                                    |  |
| Lead Screens   |  |                                    |  |
| Hemoglobin:  |  |                                    |  |

| Summary of Items Requiring Action in Health | Plan of Action | Date / Staff | Date Complete |
|---|----------------|--------------|---------------|
|   |                |              |               |
|   |                |              |               |
|   |                |              |               |

| Field Trips  |
|--|
| No Field trips in HC or Yreka AM Yreka PM-Meadowlark |

| ECE - Documented Cultural Activities  |
|---|
| HC-learned red and green in Karuk, special guest came and told the story of chimuuch the lizard and sang a song. Gathered acorns. Yreka AM- Learned/ sang two songs in Karuk, learning body parts, and two part directions in Karuk, learning songs in Spanish. Yreka PM-Singing "Friends" and "So Long" in Karuk |

| ECE Class Nutritional Activities (x 2 documented)           |                |              |                                |
|---|----------------|--------------|--------------------------------|
| ECE Health & Safety Activities:                             |                |              |                                |
| Emergency Preparedness                                      | Status         |              | Items Requiring Action/Comment |
|   | HC             | Yreka        |                                |
| Fire Drills Completed                                       | X              | AM-X PM-X    |                                |
| Bus Safety/Evacuation                                       |                | AM-X PM-X    |                                |
| Stranger/lockdown Drills Completed                          |                |              |                                |
| Earthquake Drills Completed                                 |                |              |                                |
| Summary of Items Requiring Action in Emergency Preparedness | Plan of Action | Date / Staff | Date Complete                  |
|   |                |              |                                |

| Nutrition  | Status  | Items Requiring Action/Comment  |
|--|---|---|
| Total number of meals served   | Breakfast-590<br>Lunch-856<br>Supplements-256   |   |
| Total cost of food for month(program)<br>Total cost of food (fiscal) | HC-\$456.50<br>Yreka \$1,553.18   | Each Center went to Medford to purchase Food/Kitchen Supplies \$800.00 for start up |
| Total amount of prior months USDA food reimbursement                 |   |   |
| Physical Activities  | HC-Scavenger Hunt, neighborhood walk, Red light/Green light- Yreka AM-Obstacle Course, Body |   |

|   |  |                                       |  |
|---|--|---------------------------------------|--|
|   | <b>Awareness. Yreka PM-<br/>football and baseball<br/>outdoors</b>               |                                       |  |
| Cooks Nutritional Activities  | <b>HC-Ants on a log, cucumber<br/>tasting<br/>Yreka AM-Apples PM-<br/>Apples</b> |                                       |  |
| Nutrition Care Plans  | <b>Toothbrushing</b>   |                                       |  |
| Summary of Items Requiring Action in<br>Nutrition                                     | Plan of Action   | Date /<br>Staff                       | Date Complete  |
| <b>Family Partnerships</b>  | <b>Status<br/>HC Yreka</b>   | <b>Items Requiring Action/Comment</b> |  |
| Family Strengths & Needs Complete   |  |                                       |  |
| Family Partnership Agreements due:  |  |                                       | <b>Completed</b>                                       |
| Family Partnership Referrals:   |  |                                       |  |
| Family Partnership Closures:  |  |                                       |  |
| <b>FPA file audit</b>   |  |                                       |  |
| Summary of Items Requiring Action in<br>FPA   | Plan of Action   | Date /<br>Staff                       | Date Complete  |
|   |  |                                       |  |
| <b>Parent Involvement</b>   | <b>Status<br/>HC Yreka</b>   | <b>Items Requiring Action/Comment</b> |  |
| Number of Parent Activities:  | Classroom Participants<br>5 AM-3 PM-7  |                                       |  |
| Types of Activities:  | Parent Meeting Policy<br>Council elections                                       |                                       | Yreka Parent meeting scheduled for<br>October 25, 2012 |
| Male Involvement- HC-planned<br>fatherhood event for December and<br>March/April 2013 |  |                                       |  |
| Summary of Items Requiring Action in<br>Parent Involvement                            | Plan of Action   | Date /<br>Staff                       | Date Complete  |
| <b>Community Partnerships/ Involvement</b>  | <b>Status</b>  | <b>Items Requiring Action/Comment</b> |  |
| Volunteers  | 5 AM-3 PM-13   |                                       |  |
| Agency/Organization<br><b>HC Community Resource Center</b>                            | <i>See Director's Notes at the<br/>end of report for details</i>                 |                                       |  |
| Summary of Items Requiring Action in<br>Community Involvement                         | Plan of Action   | Date /<br>Staff                       | Date Complete  |
|   |  |                                       |  |

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

| <b>Program Governance</b>  | <b>Status</b>   | <b>Items Requiring Action/Comment</b> |  |
|--|---|---------------------------------------|--|
| Budget Due: Refunding Application 2012   | PC Approved: 9/24/2012<br>KCDC Approved:9/24/2012<br>TC Approved: 9/27/2012 | Submitted 10/27/2012                  |  |
| Community Assessment Due (updates yearly, complete every 3 years) 4/1/2013           | PC Approved<br>KCDC Approved<br>TC Approved                                 |                                       |  |
| Self-Assessment Due 6/2013   | PC Approved:<br>KCDC Approved:<br>TC Approved:                              |                                       |  |
| School Readiness Plans 6/2013  | PC Approved: March<br>KCDC Approved:<br>TC Approved:                        |                                       |  |
|  |   |                                       |  |
| Quality Improvement Plans Due 5/2012   | PC Approved<br>KCDC Approved:<br>TC Approved:                               |                                       |  |
| Shared Governance Training: November 15, 2012<br>(Policy Council and Tribal Council) |   |                                       |  |
| <b>Summary of Items Requiring Action in Program Governance</b>                       | <b>Plan of Action</b>   | <b>Date / Staff</b>                   | <b>Date Complete</b>                                       |
|  |   |                                       |  |
| <b>Record-Keeping &amp; Reporting</b>  | <b>Status</b>   | <b>Items Requiring Action/Comment</b> |  |
| Enrollment to OHS Due: by 7 <sup>th</sup> each month                                 | Current   | None                                  |  |
|  |   |                                       |  |
| <b>Summary of Items Requiring Action in Record- Keeping &amp; Recording</b>          | <b>Plan of Action</b>   | <b>Date / Staff</b>                   | <b>Date Complete</b>                                       |
|  |   |                                       |  |
| <b>Human Resources:</b>  | <b>Status</b>   | <b>Items Requiring Action/Comment</b> |  |
|  | <b>HC</b>   | <b>Yreka</b>                          |  |
| Vacancies: 1   |   | 1                                     | Will fly position in August for the 2012-2013 school year. |
| Positions:   | Bus Monitor/Aide  |                                       |  |
| Vacant how long?   | August 20, 2012   |                                       |  |

|  |  |  |                                      |
|--|--|--|--------------------------------------|
| Staff Qualification issues   | Continue towards AA for teaching   | Yreka- AM teacher, Teacher PM HC<br>Teacher- HC Assist. Enrolled in classes at COS this semester |                                      |
| Mandatory Annual training hours (15)<br><b>CPR/First Aid-Mandated Reporters-Blood Borne Pathogens</b>  | Pre-service at Redding Rancheria August 2012   | <b>Mandatory Training completed</b>  |                                      |
| Training for, volunteers, and parents  |  |  |                                      |
| Professional Development Plans   | Scheduled for November   |  |                                      |
| Annual Performance Evaluations   | <i>Hire date anniversary or end of school year.</i>  |  |                                      |
| Summary of Items Requiring Action in Human Resources   | Plan of Action   | Date / Staff   | Date Complete                        |
|  |  |  |                                      |
| <b>Training Topics Offered</b>   | <b>Training Topics</b><br>HC Yreka   | <b>Medium</b>  |                                      |
| <b><u>Parents Training Topics:</u></b>   |  |  |                                      |
| <b><u>Staff Training Topics</u></b><br>CPIN – Physical Development-SCOE  |  | Workshop-Patty, Nichole, Josie attended  |                                      |
| <b>Safe Environments Monthly Monitoring</b>  |  |  |                                      |
| <b>Daily Playground Inspection</b>   | Ongoing  | <i>Request for Teeter Totter for Yreka and Hill slide for HC</i>                                 |                                      |
| Summary of Items Requiring Action in Facilities  | Plan of Action   | Date / Staff   | Date Complete                        |
| IHS recommendations to install better venting for the stove in Yreka to eliminate the heat. HC will purchase additional fall zone material for the playground to meet the minimum depth requirement. | Will be in process over the summer before school<br><br>Will be in process over the summer | Director<br>Deputy Director<br>Yreka<br>Maintenance  | September 2012<br><br>September 2012 |

|  |                                    |  |                |
|--|------------------------------------|--|----------------|
| Yreka will be purchasing a larger refrigerator to meet the storage needs for 40 children | Will be in process over the summer |  | September 2012 |
|--|------------------------------------|--|----------------|

| <i>Community Assessment</i><br>Goal & Objectives   | Complete |
|--|----------|
| Goal 1. <b>Provide timely and consistent communications between Policy Council, Parents, and Program staff. Schedule trainings for Policy Council , KCDC, Tribal Council for shared governance responsibilities.</b> |          |
| Goal 2. <b>Improve consistent communication and timely follow up with County Specialists, IEP's Yav Pa Aanav, Local agencies.</b>  |          |
| Goal 3. <b>Improve systems for Record Keeping and Reporting.</b>   |          |
| Goal 4. <b>Improve communications with staff, centers, and families.</b><br><i>Administrator meeting in Yreka 9/12/2012</i>  |          |
| Goal 5. <b>Improve, create, and update Policies and procedures.</b>  |          |

| <i>Training /Technical Assistance</i><br>Goals & Objectives   | Complete |
|---|----------|
| Goal 1. <b>Family Engagement-increase effectiveness and follow up on family goals and needs.</b>  |          |
| Goal 2. <b>School Readiness-Improve communications with local elementary Schools to establish more effective transitions for children and families.</b> |          |
| Goal 3. <b>Training on DRDP-TECH software for assessment and data tracking.</b>   |          |
| Goal 4. <b>ERSEA-Improve understanding of enrollment policies and procedures.</b>   |          |
| Goal 5. <b>Training in CLASS assessment</b>   |          |
| Goal 6. <b>Training in Supervision and Management for Administrative Staff</b>  |          |



|   |  |
|---|--|
|   |  |
| <b>Goal 7: Increase understanding of aggregated data for school readiness</b> |  |

**Quality Improvement (center needs, maintenance, program operation needs/ideas)**

**Staff Needs: HC-training in Handwriting without tears, and CLASS**

*HC-needs lights to be redone.*

*Yreka-Staff needs to keep staff meetings for more communication with staff. We have concerns about the children who need to be seen by a speech therapist, or for other concerns we have for some children.*

*Brian Gonzalez is our maintenance man and keeps our playground looking nice and mowed. Completes all tasks in a timely manner. Thank you Brian.*

*We have had a wonderful helper to help with all our building needs. Our center needs are met at this time.*

**Director's comments/highlights:**

September 4, was the first day of school for both centers, and at full enrollment. We are happy to welcome Kristy Harmon as the new HC teacher. She brings a lot of enthusiasm and is a hard worker, knows the community, and is organized. We also are lucky to have Veronique Kelner as our new bus monitor/aide for HC. Veronique brings her great attitude, and willing to work wherever needed. The HC team is meeting regularly and working towards consistent and effective communication and looking forward to a positive and successful year. The Yreka center has a new assistant teacher, Alisha Parham. Alisha has proved to be a hard worker and anticipates what Marlene needs next, follows directions, and does whatever is needed. She is doing a great job with the children in the classroom. The Yreka staff has rescheduled their time to make up for the lack of a bus monitor since school began. This has impacted their time, but they work well as a team and are hoping for a new hire soon.

**GRANT FY 2013**-director completed all required documentation for submission of the Full Grant Funding for 2013. Thank you to Darlene and Laura Mayton for the support on the budget. The Director presented the completed grant application for 2013 to Policy Council members individually for approvals on September 24, 2012.

The Director attended the KCDC Board meeting in Happy Camp to present and receive approval on the grant application for 2013.

The Directed attended the ACF-QRIS Follow up on Building and Premises Safety and review of the draft standards for Tribal Licensing for Center based childcare in Oroville, September 19-20, 2012. This work is projected to be completed within the next 4 years, and then a Family Home Child Care focus will follow. The outcome of this project will provide quality assurance for

Early Child Care in Tribal programs. The Tribal QRIS (Quality Rating Improvement System) is the counterpart to Community Care Licensing. State dollars are available to programs who meet State licensing standards in Early Childcare. Tribal programs are license exempt and are disqualified from submitting for grant opportunities at the State level because of the non-licensing status. Recognition at the legislative level will provide access to apply for additional funding resources. The QRIS system that is being developed is a model that is already being looked at by other Tribes across the nation. Dion Wood is instrumental in moving this meaningful and important project forward.

The Director participated in the Office of Head Start Webinar as an introduction to our new TTA provider-FHI 360. They seem enthusiastic and ready to support AIAN programs. Three NIHSDA board members are working for them and the hope is they will be more effective in providing services to AIAN Head Start programs with a Native American perspective and cultural competence.

The Director attended LPC meeting in Yreka, and met Jill Thomas, the new Siskiyou Public Health Nurse, who has taken Patty Leal's place. She provided both centers with toothbrushes and paste for the children.

The Director attended the Tribal Council meeting in Orleans on September 27 to present the full grant application for 2013 and received final approval before submitting online and hard copies sent to OHS.

We are all working together to have better communication between ourselves and our families. This year will be a great one!

Respectfully submitted,

Patty Brown  
Head Start Executive Director