

KARUK TRIBE
COUNCIL MEETING AGENDA
Thursday, December 27, 2012, 3 PM, Orleans, 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 *(November29, 2012)*

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

1.

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

1.

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

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

16. Sandi Tripp, Director of Transportation (written report)
17. Leaf Hillman, DNR Director (written report)

II.) REQUESTS (*Five Minutes Each*)

K) PHONE VOTES (*Five Minutes*)

- 1.

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. Barbara Snider
3. Tribal Council Members

P) SET DATE FOR NEXT MEETING (*January 24, 2013 at 3 PM in Yreka, CA.*)

R) ADJOURN

KARUK JUDICIAL SYSTEM AND PROGRAMS

Subject: Report to Tribal Council **Date:** December 27, 2012

By: April Attebury, Administrator

Current Staff: Pikyav D.V. Services Program- Tanya Busby, Program Coordinator (full –time) and Leslie Moore, D.V. Services Specialist (part-time 30 hrs. a week) and one as needed contractual legal consultant.

Karuk 7TH generation Mentoring Program-Alma Mendoza, Tribal Youth Specialist (part-time 30 hrs. a week)

Action Items: Agreement 13-A-014 between Karuk Tribe and Yreka Union High School District(YUHSD)to provide academic & Mentoring advisory services to Native American YUHSD students.

Legal Access Center: Direct Services where provided to 5 community members, as walk-ins or by appointment in the Yreka, Happy Camp and Orleans communities by this Administrator.

Court Stats: Currently there are 33 *Open Cases* in Tribal Court being managed

Court Sessions Held: There were no Court sessions held for the month of December

Mediation/Family Unity: This Administrator attempted to facilitate one Family Unity Meeting

Travel : December 4-7, 2012 attendance at Mandatory OVW Orientation/13th National Indian Nations Conference: Justice for Victims of Crime. On December 6, 2012 sat on the panel for workshop B4: Creating Trust to Increase Safety/Justice: Humboldt County DA & Tribal Roundtable. The Workshops attended as participant included: (A4) Providing Safe, Secure, and Fair Tribal Justice Forums for Victims of Crime; (C13) Working in Harmony to Leverage Resources; (D4) Justice System Advocacy Solutions/Culturally Based Justice for Native Abuse Victims; (E3)Non-Indians Committing Crimes in Your Community: Imposing Meaningful Consequences and Deterrents through Civil Law and traditional Mechanisms; (F12) Demystifying Federal Budget Formulation/Grants Process: "Show Me the Money"

December 12-13, 2012 travel to Crescent City for NCTCC Meeting

Meetings: December 11, 2012-Happy Camp: Fiscal IVE; YavPaAnav; Pikyav Staff
December 18, 2012- Happy Camp: ICW Committee; CTAS Planning Meeting

Statements/Budgets: Not Available

KARUK JUDICIAL SYSTEM AND PROGRAMS

Karuk 7th Generation Mentoring Program November 26- December 19 2012 Summary Report

Alma Mendoza
Tribal Youth Resource Specialist

Week One: 11/26/12-11/30/12

1. Administration work-Report Summary
2. Girls Group-Daughters of Tradition(3:30-5pm: KTHA Building Yreka)
3. Monthly out line for December
4. Administration- Office, emails, phone calls, planning

Week Two: 12/3/12-12/8/12

1. Reminder to Mentors of Training on Dec. 8, 2012
 - a. Sent out email and get more conformation & call mentors as well
2. Girls Group-Daughters of Tradition(3:30-5pm: KTHA Building Yreka)
3. Plan a monthly Mentor/ Mentee group activity for December 22, 2012
4. Meet with principle of Yreka High School
 - a. Work on terms of a partnership agreement with the Y.H.S to work with Title 7 Kids
 - b. Discovery High School to check on those teens who are in the Tribal Youth Program and get possible referrals

Thursday -December 6, 2012: Happy Camp Day-Check in with Tanya/Go over schedule

1. Elementary and High School on applications for 7th Gen.
2. Reminder to mentors of the location and time of training and prep for Friday Mentor training.

Friday December 7, 2012-Final confirmation of mentors in attendance to the training/Emails and phone calls

Saturday December 7, 2012

Doing Our Best to Give Our Best: 7th Generation Training
Location: KTHA in Yreka Time: 9:30-3:30pm

6 mentors attended the training, which were unable to attend the first time it was offered

Sunday December 8, 2012- Drove Tribal Youth Leadership youth to Youth Council Meeting in Happy Camp

Week Three: 12/10/12-12/14/12

1. Girls Group-Daughters of Tradition: KTHA Yreka3:30-5pm
 - a. Cracked acorns that we gathered

Thursday December 13, 2012: Happy Camp Day-Check in with Tanya/Go over schedule and Check in with Happy Camp Schools

Week Four: 12/17/12-12/21/12

Tuesday December 18, 2012-Girls Group-Daughters of Tradition: KTHA Yreka3:30-5pm

Wednesday December 19, 2012-Yreka High School/Background check processing (self)

- a. Filed students grades and transcripts

Went over goals and objectives as the Native American Academic Advisor
Discovery High School and Community Day School 8-11 am

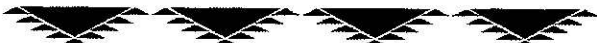
- a. Get goals and objectives with teachers and students at DHS

Thursday December 20, 2012: Happy Camp Day-Check in with Tanya/Go over schedule

And Check in H.C. Elementary, check for applications for 7th Generation
Meet with Mentee to work on dress

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



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

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract Karuk Tribe Number Assigned: 13-A-014
 MOU
 Agreement Funder/Agency Assigned: _____
 Amendment Prior Amendment: _____

REQUIRED → *Procurement Attached N/A *Budget Attached N/A
*System for Award Management (SAM) (CONTRACTS ONLY) N/A
KCDG/RTTA Notification Review required: Yes No

Requestor: April Attebury Date: 12.12.12

Department/Program: Karuk Judicial Systems and Programs/Youth Resource Specialist

Name of Contractor or Parties: Yreka Union High School District (YUHSD)

Effective Dates (From/To): July 1, 2012/June 30, 2013 June 30, 2013

Amount of Original: \$1,750.00
Amount of Modification: \$0.00
Total Amount: \$1,750.00

Funding Source: _____

Special Conditions/Terms: _____

match required, see paragraph B. Termination requires 60 days advance written notice.

Brief Description of Purpose:
Youth Resource Specialist will provide Academic and Mentor Services to Native Youth at Yreka Union High School District (YUHSD).

** REQUIRED SIGNATURES **

Laura Mayton Date 12-17-2012
**Chief Financial Officer

[Signature] Date 12/14/2012
**Director, Administrative Programs & Compliance

[Signature] Date 12-13-2012
**Director of Self Governance(MOU/MOA) or TERO (Contracts)

_____ Date _____

SERVICE CONTRACT
Between
THE KARUK TRIBE
And
YREKA UNION HIGH SCHOOL DISTRICT

This agreement is hereby entered into this 18 day of December, 2012, by THE KARUK TRIBE (THE TRIBE) and the YREKA UNION HIGH SCHOOL DISTRICT (YUHSD).

This agreement will serve as a Service Contract between THE KARUK TRIBE (THE TRIBE) who shall provide academic & mentoring advisory services to Native American YUHSD students.

I. FACILITY/ACCESS/EQUIPMENT/SUPPLIES

- A. THE TRIBE will have appropriate office space furnished for student / advisor use.
- B. YUHSD will provide all class materials and resources.
- C. THE TRIBE may request the use of YUHSD equipment as necessary.
- D. YUHSD will own, maintain, repair and troubleshoot any equipment necessary.
- E. YUHSD will provide security and insurance coverage for any equipment necessary.
- F. THE TRIBE will be responsible for replacement of any equipment that is lost, stolen or damaged beyond repair.

II. SCHEDULING AND INSTRUCTION

- A. Advisory will be scheduled on Wednesdays between 8:00am to 5:00pm to be changed by mutual agreement between the THE TRIBE and the Site Principal. The office space will not be available during school vacations or other closed days. This time frame is inclusive of the match time/dollars from THE TRIBE.
- B. YUHSD reserves the right to cancel advisory sessions due to unforeseen or for other extenuating circumstances.
- C. THE TRIBE will maintain coursework completed by participating students.
- D. THE TRIBE will maintain a record of all attendance and participation.
- E. All attendance records, advisory notes, and advisory curriculum will be submitted to YUHSD at the end of the school year.

TERMS AND CONDITIONS

The AGREEMENT period shall be one fiscal year, beginning July 1, 2012 and ending June 30, 2013.

- A. YUHSD agrees to pay the total contract amount not exceed one thousand seven hundred fifty dollars (\$1750), for a total of 87 hours. THE TRIBE agrees to match the YUHSD dollar amount for an additional 61 hours of services in the 2012-2013 fiscal year .
- B. Payment shall be made in two equal installments. The first upon completion of forty five (45) hours and the second upon completion of the eighty seven (87) hours. The final payment will be made no later than June 30, 2013.
- C. The completeness and quality of the agreed upon services must be acceptable to the YUHSD. Performance of the services shall be subjected to the YUHSD's general right of inspection and supervision to secure the satisfactory and timely completion thereof.

- D. Each party agrees to be responsible for the acts and conduct of its own agents, officers and employees, and any and all actions, claims, damages, demands, losses, disabilities, defense costs or liability of any kind or nature, including attorney's fees, that may be asserted by any person or entity arising out of or in connection with the performance of this agreement.
- E. THE TRIBE agrees to comply with all Federal, State, and Municipal laws, rules and regulations that are now, or may in the future become applicable to YUHSD or this agreement.
- F. Neither party shall assign or delegate any part of this AGREEMENT without the written consent of the other party.
- G. THE TRIBE shall perform all teaching services in accordance with the applicable provisions of the California Education Code and within the scope of the credentials and clearances required of any employee assigned by the THE TRIBE to perform such services. If any part of the California Education Code conflicts with any statute, regulation, ordinance, resolution, policy, rule or other law applicable to THE TRIBE or with the means by which THE TRIBE undertakes its duties and obligations, the conflicting statute, regulation, ordinance, resolution, policy, rule or other law applies.
- H. If any claim, expense, demand, cause of action, liability, judgment, loss or injury, regardless of its nature or character, is brought against a party hereto, or its officers, agents or employees (collectively, "Indemnifying Party"), for any act or omission of the Indemnifying Party, arising out of, in any manner whatsoever, the terms and conditions of this Service Agreement, then the Indemnifying Party shall defend, indemnify, hold the other party, its officers, agents and employees ("Indemnified Party") harmless, and provide all legal defense and related services to the Indemnified Party in connection therewith.
- I. Either party may terminate this AGREEMENT at any time by giving to the other party written notice at least sixty (60) days in advance. THE TRIBE shall be paid for all work satisfactorily completed prior to the effective date of termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- J. This AGREEMENT is governed by the laws of the State of California.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

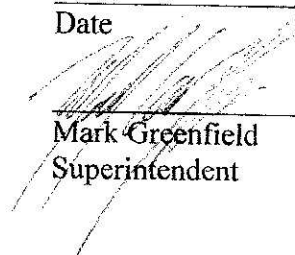
For THE KARUK TRIBE:

For YREKA UNION HIGH SCHOOL DISTRICT:

_____ Date

 Russell Attebery
 Tribal Chairman

_____ Date



 Mark Greenfield
 Superintendent



1517 S. Oregon St., Suite B
Yreka, CA 96097

**Northern California Tribal Court Coalition
December 13, 2012, Harrington House, Crescent City
Meeting Agenda**

- I. Lunch/Court Status Updates (12:00-12:30)
 - A. Courts' Status Updates
 - B. Financial Reporting
 - C. Secretary Position

- II. Native Men and Boys Leadership Initiative – Chris Peters (12:30 – 1:15)

- III. OVW Reports (1:15-1:30)
 - A. Court Planning Grant
 - B. Access Center Grant
 - C. Full Faith and Credit Training (CILS)
 - D. On-Call Judges

- IV. Seventh Generation Fund Art Grant Update (1:30-1:45)

- V. Appellate Panel and Contract (1:45-2:00)

- VI. Succession Planning (2:00-2:30)
 - A. Schedule Executive Committee meeting
 - B. Identify Grant Funds

- VII. Rights of Nature/Culture Discussion (2:30-3:00)
 - A. Progress Updates

- VIII. Next meeting/Adjournment (3:00)



Northern California Tribal Court Coalition
Friday, November 2, 2012 – Annual Meeting
Trinidad Rancheria, Trinidad, CA

Meeting Minutes

PRESENT: Nita Green (SRR), Richard Blake (SRR/HVT), Michelle Krieger (HVT), Jedd Parr (CILS), Jodi Hoone (HH), Sonnie Rubio (HH), Jennifer Burgess (Yurok), April Attebury (Karuk), Chris Peters (Red Deer Consulting), Denise Bareillis (Yurok), Tim Sanderson (Yurok), Stephanie Dolan (NCTCC), Michael Hostler, Teresa Graber, and Lillian Strong (Trinidad).

VISITORS: Brianne Bates, and Fred Lamberson (Trinidad Tribal Council Members).

I. Board Business/Lunch

1) Annual Elections

Chair – Abby Abinanti
Vice Chair – Michelle Krieger
Treasurer – Denise Padgette
Secretary – Teresa Graber

2) Tribal Resolutions/Annual Dues

New resolutions for 2013 needed for coalition members

Trinidad Rancheria – submitted
Smith River Rancheria – submitted
Karuk Tribe – forthcoming
Hoopa Valley Tribe – forthcoming
Yurok Tribe – forthcoming

All tribal coalition members reported that 2013 annual dues mailed to office.

3) Financial Reporting

CPA information not complete at time of meeting. Report will be presented at next meeting.

II. General Meeting

1) Tribal Courts Status Updates

Trinidad Rancheria: Started two years ago with court grant, worked with Delia Parr at CILS, held several technical advisory committee meetings, hired a Court Clerk (Teresa Graber) and judge (Sarah Works). Room being remodeled for courtroom with a tentative January 2013 for "Open House" and first hearing. Animal Control cases to begin with and updating other ordinances; a court of limited jurisdiction. Developing court survey for community needs and to find

sustainable funding. Judge Works available for appellate panel. Send contact information on Judge Works to Stephanie.

Smith River Rancheria: There has been a spike in filings, they have several child custody cases, divorce and mediation.

Hoopa Valley Tribe: Issues getting stalled out, problems with enforcement, council will tell department to let things go after years of effort, judgment etc. Getting a metal detector and partnering with Yurok Tribe to split cost of transporting equipment. Next round of metal detectors Richard will notify Trinidad Rancheria to get some equipment for their court.

CILS: Meeting with CAP in Humboldt County, Special Agent in Charge in Sacramento, working on law enforcement issues, 638 funding issue before 9th Circuit (Hopland case), looking at equitable funding formula, etc. 566 tribes in nation. What is definition of consultation per agency. Jedd finished law school, taking off work first quarter of new year to study for the bar.

Harrington House: Held an open house with Cookies for Cops event; their 24 hour hotline is operational 24/7. 15% of their clients are NA.

Yurok Tribe: The tribe held their first "clean slate" clinic, with a second clinic scheduled for November 9. The clinics help tribal member households clean up criminal records. The tribe with working with Hasting Law School for an online program; they have a grant to build a courtroom next to the office. December 13 is a wellness gathering.

Karuk Tribe: They have a grant for transitional housing in Yreka; they are hearing family law cases.

2) Disaster Planning Training DVD

Tim Sanderson from the Yurok Tribe presented a YouTube training video "Active Shooter – How to Respond" and a handbook describing how to plan for a shooter/bomb threat which is different than a fire evacuation.

Discussion surrounding court security training, possibly in February; Humboldt County Mental Health does training on conflict resolution and de-escalation (Leah Nagy), also Malcolm Franklin at AOC – head of office security. We need a standard operating procedure template/policy for the tribal courts.

III. OVW Reports

IV. SGF Grant Update

V. Appellate Panel and Contract

Judge Works from Trinidad will available for the appellate panel.

Redding Rancheria wants to appeal a case and use NCTCC's panel. Although they are not part of the coalition we will hear their case through a contract and procedures as alternatives for NWICS. Get appeal contracts together. KEEP ON THE AGENDA.

VI. NCI "CASA" Update – Resolution

NCTCC Resolution No: 12-01 presented to coalition with discussion to cease its affiliation with the National CASA Association and to transfer the NCI CASA program to NCTCC fully with our own policies, name, logo, etc and to actively pursue funding for this program (resolution handed out). Resolution voted on; unanimous vote of 5 to cease affiliation with National CASA Association.

VII. Regional Child Support IV-D

This program is through the Social Security Act and refers to child support; about 50 tribes are tribal child support agencies, apply for funding, can receive 250K per year to plan and implement child support programs. In California, state runs child support orders, up to tribe whether to honor child support program. Can set up other enforcement mechanisms. Choice to have in kind remedies. In CA there is a 10% interest rate, can go in arrears. Partnered with AOC, pushing with concurrent jurisdiction protocol. As long as meet concurrent jurisdiction protocol, being developed. Has to be 14 required elements. Need MOU for smooth case transfer. During planning phase, until can go comprehensive. Then have matching requirement, can be in kind.

Can do individually, but must have at least 100 minor children under 18. There's a consortium, different child support guidelines? Next tribe can apply. Next. Different code for each tribe.

Court/case management – specific to each tribe. Subgrantee – open up to subgrantee prog. Paige Hausberg in DC ACF – office of child support enforcement.

If tribes retrocede from PL 280? Different location -

Agency – case management, case management and distribution. Big component, state tries to influence tribes with their relationship with TANF

SJD will work with Yurok Tribe staff and feds to understand and share with group how to apply as consortium. Enforcement mechanisms. Creative? Keeping tribal courts autonomous.

VIII. Succession Planning/Cultural/Environmental Rights Division

1) **Succession Planning:** Need to coordinate and schedule meetings with the Executive Committee to start succession planning for Executive Director position; job description, etc. Could be a funding source available if able to write self into grant in order to get paid.

2) **Rights of Nature/Culture Discussion:** 14 page discussion paper asking whether NCTCC should create a new division for Cultural and Natural Rights; and actively promote legislation (and possibly litigation and publicity) towards that end, to elevate Tribal community rights above corporate "rights".

Brief discussion regarding importance of this issue and traditional native laws and how to tie in to courts – working with tribal departments, specialized training, giving tools to community, less legislation, lobby, and more environmental court concept.

501(c)(4) – Traditional law restores balance and order, honoring. Dedicated court arm of promoting traditional law, court forum.

Chris Peters will work with Stephanie Dolan.

IX. Select next meeting date and location/adjourn

Tuesday, December 11 at Harrington House in Crescent City from noon until 3 pm.

Meeting adjourned at 3 pm.

Additional handouts:

1. Motivational Interviewing for Working with Native American Clients (11/15-16/12)

KARUK JUSTICE SYSTEM

ACTION PLAN FOR KARUK TRIBAL COUNCIL

CTAS (Coordinated Tribal Assistance Solicitation)

CTAS

The Coordinated Tribal Assistance Solicitation provides Tribes an opportunity to develop a comprehensive and coordinated approach to public safety and victimization issues and to apply to funding in different program areas within the Department of Justice (DOJ).

HISTORY

The Karuk Tribe has applied for the CTAS solicitation for the last two years (CTAS has only been in existence as CTAS for 3 years). In 2011 The Karuk Tribe was awarded DOJ's Office of Violence Against Women Tribal Government Grant through the CTAS process. In 2012 the Karuk Tribe applied for purpose areas 1(COPS), 6(OVW) and 8(TYP) however was only awarded area 6, The Tribal Government Program OVW.

PROPOSED PURPOSE AREAS

The Karuk Justice System, along with program partners, would like to pursue funding in six or seven of the nine program areas. The program areas are:

1. Public Safety and Community Policing(COPS-Office of Community Oriented Policing Services))
2. Comprehensive Tribal Justice Strategic Planning(BJA-Bureau of Justice Assistance)
3. Justice Systems and Alcohol and Substance Abuse(BJA-Bureau of Justice Assistance)
4. Corrections and Correctional Alternatives (BJA-Bureau of Justice Assistance)
5. Violence Against Women Tribal Governments Program(OVW-Office of Violence Against Women)
6. Or 7. Children's Justice Act Partnerships for Indian Communities(OVC-Office for victims of crime)
9. Tribal Youth Program (OJJDP-Office of Juvenile Justice and Delinquency Prevention)

KARUK JUSTICE SYSTEM

PLAN OF ACTION

The Karuk Justice System will work with the office of Grant writers to ensure that our application is competitive and reflects the current needs and plans of the Karuk Tribe. In order to meet all purpose area requirements, The Karuk Justice System will meet regularly with partner programs and Grant writers. These planning meetings shall occur quite regularly in order to meet the March 19th deadline.

Purpose Area 2: Comprehensive Tribal Justice Systems Strategic Planning

FUNDING AVAILABLE: \$75,000 over 18months (approximately 20 awards)

The Karuk CTAS Grant Proposal will hinge on the over-all vision of the Karuk Justice System that will be described in detail in the purpose area #2 initiative (Comprehensive Tribal Justice Strategic Planning). This Purpose Area Narrative will describe the past, present, and future plan of the Justice System. In order to ensure that the description of the Karuk Justice System is accurate, the Justice staff will seek out guidance and input from the Karuk Tribal Council.

Purpose Area 1: Public Safety and Community Policing

FUNDING AVAILABLE \$300,000 over 3 years (approximately 50 awards).

In this purpose area, The Karuk Tribe will seek to fund Department of Tribal Law enforcement with bailiff services to the court that will serve the Karuk Ancestral Territory and ensure the safety of the Karuk people.

Purpose Area 3: Justice Systems and Alcohol and Substance Abuse

FUNDING AVAILABLE Up to \$750,000 over 3 years (approximately 25-35 awards)

In this purpose area, the Karuk Justice System will work in partnership with the Alcohol and Substance Abuse Program Director (Kristen Aubrey) to develop a comprehensive wellness court that will serve Karuk People. In order to ensure a competitive proposal, meetings between the Justice System and the Alcohol and Substance Abuse program will have to occur regularly.

Purpose Area 4: Corrections and Correctional Alternatives

FUNDING AVAILABLE Up to \$150, 00 for planning grant (3 years) OR 1 million dollars for construction (approximately 4 awards)

In this purpose area, the Karuk Justice System will seek funding to plan and construct a Multipurpose Justice center that will serve as a central location for the Tribal Court and all related justice and youth programs.

KARUK JUSTICE SYSTEM

Purpose Area 5: Violence Against Women Tribal Governments Program

FUNDING AVAILABLE up to \$450,000 over three years (approximately 60 awards)

The Karuk Tribe Currently has funding for this program and we will seek to continue funding in this area. This funding is used to support the staff and program implementation of the Pikyav D.V. Services Program and Transitional House.

Purpose Area 6 or 7: Children's Justice Act Partnership for Indian Communities

FUNDING AVAILABLE \$450,000 over three years (approximately 6-8 awards)

The Karuk Justice System will work with the Karuk Community Development Corporation to offer and support services to victims of violence increasing support for and lessening trauma to child abuse victims. In order to ensure a competitive application, the Karuk Justice System will partner with the Karuk Community Development Corporation. In addition, the Karuk Justice System will seek guidance from the Karuk Tribal Council to determine how the Justice System will submit an application with a separate legal entity, the Corporation.

Purpose Area 9: Tribal Youth Program

FUNDING AVAILABLE Up to \$500, 00 over 3 years (approximately 12-15 awards)

The Karuk Justice System will seek funding for the existing Tribal Youth Program which includes the 7th Generation Mentorship Program and the Karuk Girls Circle (Daughters of Tradition). The Justice System will continue to partner with the Yreka Union High School District, Happy Camp High School, Happy Camp Elementary and Jackson Street School to leverage Title 7 dollars to continue our work in the schools. It is anticipated that new partnerships with the Probation Departments in Humboldt and Siskiyou County will be formed to provide services for youth who are at risk of entering the Juvenile Justice System.

Reiteration and task distribution as discussed yesterday afternoon

Lisa Morehead

Sent: Wednesday, December 19, 2012 2:53 PM
To: April Attebury; Rivkah Barmore; Tanya Busby; megan.m.rocha@gmail.com
Cc: Tiffany S. Ashworth
Attachments: 2013 CTAS proposal timeline.doc (49 KB)

Yav pasúpaah!

I am enclosing breakdown of the purpose area coordination and a rough timeline for proposal(s) preparation. I just talked with Megan Rocha and she said she would work with us on the second purpose area: The BJA comprehensive strategic plan. With this email, I am giving her you email contact information. I still don't have A-dae's address, however.

I will need the password for the Grants Management System (GMS) from April for the e-submission.

In addition, A-dae will need to make sure that we receive services **through a new or existing contract for law enforcement services with the BIA or a state or local agency as of March 19** for Purpose Area (PA)#1. I will send her both PAs #1 and #4 so that she can revise these to suit our current needs straight into the existing material.



LISA R. MOREHEAD
Grant Writer and Resource Developer
The Karuk Tribe
www.karuk.us

Office: (530) 493-1600 Ext. 2021

Fax: (530) 493-5322

E-mail: lmorehead@karuk.us

FY 2013 CTAS breakdown and timeline as suggested by Lisa Morehead, morehead@karuk.us, Grant Writer/Resource Developer

Purpose Area/ Task	responsible drafter	Possible internal editor
1. COPS - Public Safety and Community Policing	Revision – A-dae	
2. BJA – Comprehensive Tribal Justice Systems Strategic Planning	Megan Rocha (MR)	Lisa Morehead (LM) Tiffany S. Ashworth (TSA)
3. BJA - Justice Systems and Alcohol and Substance Abuse	Kristin Aubrey	
4. BJA - Corrections and Correctional Alternatives	Revision – A-dae	
5. OVW - Violence Against Women Tribal Governments Program	- Done -	
6/7. OVC -Children’s Justice Act Partnerships for Indian Communities	Revision (?) – Rivkah Barmore (RB)	
9. OJJDP - Tribal Youth Program	April Attebury (AA)	
Tribal Narrative	Lisa Morehead (LM)	TSA
Executive Summary	AA	
Demographic Form	LM	
Budget Detail	Laura Olivas (LO)	TSA

To do:	Target deadline:	Actual Completion
Peruse; Collect necessary info; solicit LOS	January 3, 2013	
Outline of entire proposal	January 24, 2013	
Establish program timeline	January 31, 2013	
Establish budget detail worksheet	January 31, 2013	
Submit Budget worksheet to LO	February 4, 2013	
Draft of narrative complete and purpose area packet submitted for internal revision	February 13, 2013	
Purpose Area Coordinator final revision	February 19, 2013	
Submit electronically to Grant Department:	February 25, 2013	
<ul style="list-style-type: none"> • Purpose Area Narrative • Project/Program Timeline • Budget Detail Worksheet • Budget narrative 		
Director of Compliance reviews	March 4, 2013	
Director of Compliance Final Review	March 11, 2013	
LM: Request for Submission at Tribal Council at Health Board	March 14, 2013	
LM: Electronic Submission	March 15, 2013	
Deadline for Submission	March 19, 2013 9 pm ET	

CONSTRUCTION MANAGER
WORK LOG
From 11-22-12 to 12-20-12

- 11-22-12 Thanksgiving Holiday
- 11-23-12 Thanksgiving Holiday
- 11-26-12 Yreka with Daniel to plan for more lighting at Smoke Shop. Office paperwork. Electrical problem at auto shop, call PP&L for site visit.
- 11-27-12 Invoice, packing slip paperwork. Go over Smoke Shop lighting plans with crew. Auto shop to inspect panels, still problem after PP&L have turned power back on. One leg under powered. Call PP&L again for another visit to view damage in meter box.
- 11-28-12 Work on crew schedule, Invoice paperwork. Help Sam with wiring and electrical work at ranch.
- 11-29-12 Work with crew on auto shop electrical. Invoice paperwork. Meet PP&L estimator at ranch. PP&L will upgrade transformer and over head mains. Crew will upgrade 200a meter box to a 400a meter box.
- 11-30-12 Two crew out. Send Daniel to Medford for supplies to repair auto shop electrical. Two crew hanging emergency lights at log building. Check status at ranch and update Mike and Eric.
- 12-03-12 Time cards and mileage sheets. Work on crew schedule three of crew out. Help remaining crew start rewire at auto shop. Equipment maintenance in shop, work on table saw, starter switch, blade cleaning and oil saw.
- 12-04-12 Office paperwork. Go over schedule with crew. Go to ranch with Daniel to go over remaining work on electrical to get PP&L approval to turn on power. Work with crew on electrical.
- 12-05-12 Sick Leave
- 12-06-12 Paperwork. Crew schedule. Work with crew at auto shop. Work with “The Electrician” on bollard light in parking lot. Meet with Council to answer questions. Pre-construction in Orleans @ 2:00
- 12-07-12 Leave – Party in Yreka

- 12-10-12 Review 90% plans for Orleans Wellness Center with Tiffany and I.T. guys. Meet PP&L lineman at ranch, our end good to go and PP&L scheduled to finish their end on Wednesday. See Jaclyn about monitor for Orleans project.
- 12-11-12 Packing slip paperwork. Crew schedule. Staff meeting. Work with Pavel on parking lot lights. Call Brian in Yreka to test circuits at Smoke Shop and count number of pieces of equipment plugged in. Attend construction meeting for Orleans project. Dan Falkenstein has finally started on septic system for auto shop.
- 12-12-12 Check on septic system project. Make sure that there is plenty of room for PP&L crew to change out transformer and over head mains. Get stuff ready for start of Wellness Center project tomorrow.
- 12-13-12 Orleans, start Wellness Center project. Remove 1- cedar, 1- walnut and 3 oaks. Site work scheduled to start on Tuesday 12-18-12. See Jody about heat in gym.
- 12-14-12 Invoice paperwork. Research "T" stat covers. Work with Daniel on bathroom plans
- 12-17-12 Time cards/mileage sheets. Crew schedule. Dr.'s appointment. Study Wellness plans. E-mail communications with Contractor.
- 12-18-12 Orleans, go over Wellness center plans with Sandi and start parking lot discussions. Start materials lists for auto shop bathrooms
- 12-19-12 Medford to pick up 3rd set of doors for gym. Work with Daniel on Billing office electrical.

LOW INCOME ASSISTANCE PROGRAM
COUNCIL REPORT
December 27, 2012

Ayukii Tribal Council,

Our Low Income Home Energy Assistance Program has recently raised our assistance levels slightly to accommodate our increased funding. The calculations based on recent year's application totals have been the basis of our decision for this adjustment. Each year we have different amounts of funding and applications submitted. With this being the case we should be on track to spend all of the funding while assisting the maximum amount of households possible while doing so.

Our CSD program is in the process of doing a budget modification that will allow us to continue to provide assistance to eligible families while the funding lasts. The last report submitted stated that we had exhausted that funding but due to some categories in our budget that did not use their share of these monies we now have been able to make an adjustment that will allow us to continue to assist with our Safety Net payments for a while longer.

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 has four participants currently signed up and volunteering within the Tribe and other areas. We will continue to encourage anyone who is eligible and wants to work the program to apply.

We currently have three different caregivers helping elders at this time through our Adult Services Program.

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	10/1/12 to 9/30/13	40000	6973	33027	17%
CSD	6063-08	1/1/12 to 12/31/12	16295	16295	0	100%
LIAP	1000-00	10/1/12 to 9/30/13	12000	1747	10253	15%
LIHEAP	4011-08	10/1/12 to 9/30/13	137573	23987	113586	17%
Burial Assistance	2130-57	10/1/12 to 9/30/13	30000	0	30000	0%
Adult Services	2130-57	10/1/12 to 9/30/13	10000	5264	4736	53%

Number of People Assisted from November 22, through December 19, 2012

GA.....	8
	(8 Payments)
CSD.....	18
	(18 Payments)
LIAP.....	6
LIHEAP.....	46
	(46 Payments)
Burial Assistance.....	0
Adult Services.....	3

Breakdown of Services

Electricity.....(LIHEAP...28).....(CSD...4).....(LIAP...2).....	34
Shelter.....(GA...3).....(CSD...4).....(LIAP...1).....	8
Food.....(GA...3).....(CSD...7).....(LIAP...1).....	11
Wood.....(LIHEAP...6).....	6
Kerosene.....(LIHEAP...8).....	8
Propane.....(LIHEAP...4).....(CSD...1).....(LIAP...1).....	6
Clothes.....(GA...2).....(CSD...1).....	3
Septic..... (CSD & LIAP...1).....	1
GAWEP.....	3

TERO Director's Report – December 2012

WPA

We are looking forward to our meeting scheduled for January 7 @ 2pm – 4pm. I have requested technical assistance from the National TERO organization to come to the meeting to provide additional clarification and information.

Tribal Labor Force Agreement

At our National TERO training we were given information on Tribal Labor Force Agreement or Project Labor Agreement. The concept is to partner with a union for a construction project where they come under the jurisdiction of the tribe and provide training to pre-apprentice individuals (tribal members) who can continue into the apprenticeship training and join a union for a working career. I am including a sample labor agreement that is going on for a casino project down south.

Caltrans TERO Fee

I received a call regarding upcoming Caltrans projects. One will be the upgrade of the Orleans Klamath river bridge. The project will not generate a TERO fee but we will be able to apply Indian preference.

TERO Legal Update 2012

We attended the TERO Legal Update conference in Las Vegas. It was a very good meeting. We made connections to have technical assistance for workforce protection and a tribal OSHA. Other tribes are creating their own laws as an exercise of their sovereignty. We also learned from EEOC that if we have a Workforce Protection law in place that they will defer any complaints to that tribe and allow for them to remedy any wrongdoings. If tribes do not have this in place it could open up Indian country for EEOC and OSHA to assert jurisdiction.

Currently employees at places such as Wal-Mart and McDonalds have more rights and workforce protections than tribal government employees. We have personnel policies but they are designed to protect the organization not the organization's employees. The example we were given is that a corporation's personnel policies are like the fox guarding the henhouse when it comes to employee's rights. Title VII of the Civil Rights act does not apply to tribe and tribal governments.

TERO feels it is our duty to promote these workforce protections including a manageable tribal OSHA.

Child Care

Child Care Local

I am working on the end of the year report for the child care program. The data report is due by the 31st of December. This year tribes are allowed to submit their entire report online whereas in the past we have had to submit the data online and the narrative via us mail.

I am receiving requests for new services. Some are TANF “non-needy” caregivers. The county automatically takes these cases where I have to count family-household income so I refer those cases to the county.

Child Care State

Tribes in the state are steadily working on the Quality Rating and Improvement System. (QRIS) to keep up with the 16 regions within the state that are funded to develop their own QRIS. Our next meeting is scheduled the week of Martin Luther King day. Since a QRIS is specifically for a child care center I have not been active in these meetings though as Vice-chair of the state association it is important that I be there when possible. I have asked Patty Brown to attend in my place in the past to benefit our Head Start Centers. It is my hope that once the tribal QRIS standards are in place that we can tribally license our own Head Start centers and then push for state quality dollars to go into our tribal centers statewide.

Child Care National

The National Indian Child Care Association (NICCA) has been recruiting new board members. I am happy to say my efforts have landed us a representative from the Hawaiian CCDF program.

We were recently asked by the federal Office of Child Care (OCC) to make comments on the CCDF funding plan preprint. In addition our national board is taking the lead in OCC’s new Peer Leadership Program. It is a new initiative for emerging leaders into the Child Care/CCDF world. Most of the board members will be participating in the fellowship but I do not think I will be participating.

NICCA is planning for our national conference coming this August. It is NICCA’s 20th anniversary. As Vice-chair I am on the planning committee and will have many duties for this conference.

Respectfully Submitted,

Dion Wood, TERO

PROJECT LABOR AGREEMENT

FOR

**THE ENTERPRISE RANCHERIA
CASINO AND HOTEL RESORT PROJECT**

YUBA COUNTY, CALIFORNIA

1. INITIAL PROVISIONS

1.1. This Project Labor Agreement (“Agreement”) is entered into by the Estom Yumeka Maidu Tribe of the Enterprise Rancheria, a federally recognized Indian tribe (“Primary Employer” or “the Tribe”) and the Mid-Valley Building & Construction Trades Council (“Council”) and its affiliated local unions who have executed this Agreement, all of whom are referred to collectively as the “Unions.” Primary Employer will control the site at which the Project will be constructed upon approval of a fee to trust land acquisition of the Project Real Property (as defined in Section 1.2) by the Bureau of Indian Affairs.

1.2. The Enterprise Rancheria Casino and Hotel Resort Project consists of a casino, including a casino floor, food and beverage areas, meeting space and administrative space, an eight-story, 170-room hotel, including a pool area, exercise room and arcade, 600-space multi-level parking structure, and all associated buildings, facilities and service infrastructure, including, but not limited to, a central utilities/operations control plant, a shipping/receiving area, water storage tank, pump station and stormwater detention basin (the “Project”). The Project will be constructed on approximately 40 acres of land (a portion of Assessor’s Parcel Number 014-280-095) located approximately four miles southeast of Olivehurst, near the intersection of Forty Mile Road and State Route 65, in unincorporated Yuba County, California (the “Project Real Property”). The Primary Employer is the owner of the Project.

1.3. Primary Employer will construct, maintain and operate the Project through its own employees and/or through the employees of agents or contractors. Primary Employer will control labor relations on the Project by entering into this Agreement, which establishes the terms and conditions of employment for employees performing Covered Work on the Project, and by acting itself or through its agents as the general contractor on the Project and by making all decisions within the scope of the general contractor's authority. For example, Primary Employer acting itself or through its agents will prepare all bid specifications and bid packages, select all subcontractors, award all subcontracts for construction work, and determine and coordinate the scheduling of work. The Tribe will require that the hiring/referral/layoff preference for qualified Native Americans in performing construction work on the Project provided in Sections 5.5 and 5.6 be observed by all Unions and Employers signatory to this Agreement. Primary Employer will also directly employ members of the Unions who will perform Covered Work (as defined in Section 3.1) on the Project and will be subject to the terms and conditions of employment set forth in this Agreement. In addition, subject to the provisions of this Agreement and the applicable Master Labor Agreement (as defined in Section 1.5), Primary Employer will also control and coordinate all Project construction work by determining work scheduling, including uniform start times, the necessity for and the times of shift work, by enforcing any drug and alcohol abuse policy which is agreed to by any contractor or subcontractor and the Unions, and otherwise directly removing any employee whether employed

directly or by any contractor or subcontractor for breach of reasonable rules promulgated by Primary Employer governing conduct on the job. Primary Employer shall have the right upon receipt of the written complaint of any employee to order corrective action necessary to maintain reasonable and lawful standards for workplace health and safety. Primary Employer shall act as the Coordinator, participate in Pre-Job Conferences and Mark-Up Meetings, and, at its option, participate in the resolution of any grievances.

1.4. As provided below, all project managers, construction managers, contractors, subcontractors or other persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2), or authorizing another party to assign, award of subcontract Covered Work, or performing Covered Work on the Project, will be subject to this Agreement by executing Attachment A, the Employer Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as “Employer” or “Employers”).

1.5. The Unions are labor organizations whose members are construction industry employees who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated. Each of the Unions is a party to a multi-employer collective bargaining agreement (“Master Agreement”) that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement currently in effect as to each of the Unions.

1.6. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to design changes by the Tribe and/or modifications and approval by those public agencies possessing lawful approval authority over the Project, and that this Agreement applies to the Project as it is finally approved by such entities and agencies.

1.7. A large labor pool represented by the Unions will be required to execute the work involved in the Project. Employers wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties have, through collective bargaining, established in this Agreement adequate and fair wage levels and working conditions and measures to secure labor peace that will be binding on all Employers and the Unions during the term of the Agreement.

1.8. A central purpose of the parties in executing this Agreement is to guarantee labor peace on the Project by minimizing the jobsite friction that could arise at a common-situs jobsite when union employees are required to work alongside non-union employees in their own craft or in those other crafts with which they generally work in close proximity performing work that is closely related and

coordinated, and by ensuring there will be no disruption of the work. This Agreement accomplishes these objectives by requiring that all Covered Work be performed by workers who are Union members. For any work that falls outside the scope of this Agreement or that is excluded from Covered Work, the Primary Employer further protects itself from the potential effects of jobsite friction by prohibiting all strikes, picketing or similar activity for any reason whatsoever.

1.9. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the management of the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement.

2. SCOPE OF AGREEMENT

2.1. This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project which is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, site preparation, survey work and soils and material inspection and testing, demolition, all on-site fabrication work provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of

approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. All fabrication work over which the Primary Employer or other Employer possesses the right of control, including the fabrication of air-handling systems and ducts, and HVAC sheet metal work, and which is traditionally claimed as on-site fabrication shall be performed on-site, but excluding all fabrication work for the Employer's gaming, surveillance and security operations. For the convenience of the Primary Employer or other Employers, fabrication work over which they have control may be performed off-site, provided it shall be performed in accordance with the union standards established by this Agreement for the appropriate craft Union or by a fabrication agreement approved by the craft's International Union. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. All work within the scope of this Agreement is referred to as "Covered Work" in this Agreement.

2.2. Notwithstanding any other provision of this Agreement, this Agreement shall not apply to:

2.2.1. Work of non-manual employees, including but not limited to superintendents, supervisors, staff engineers, inspectors and testers, quality control, quality assurance personnel, timekeepers, guards, safety personnel, emergency medical and first aid technicians and other professional, engineering, administrative, security and management employees.

2.2.2. Work performed and undertaken by state, county, city or other governmental bodies, or their contractors or by public utilities and/or telephone companies or their contractors on or near or leading to or into the Project site covered by this Agreement.

2.2.3. All off-site maintenance on leased equipment and on-site supervision of such work.

2.2.4. Work performed by an equipment vendor's own labor forces for warranty, installation, repair or maintenance of the vendor's equipment if required by the vendor's warranty agreement.

2.2.5. Calibration, testing, laboratory or specialty testing or inspections, checking and start-up of gaming, security and surveillance equipment or systems.

2.2.6. Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Unions do not possess. At least ten (10) working days notice shall be given to the Council before any work is performed pursuant to this Section.

2.2.7. Employees and entities engaged in off-site manufacture, modifications, repair, maintenance, assembly, painting, handling or fabrication of gaming, security or surveillance equipment, materials or machinery or involved in deliveries to and from the Project site, excepting local deliveries of all major construction materials including fill, ready mix, aggregate, concrete and asphalt

which are covered by this Agreement and local deliveries of furniture, fixtures and equipment from any offsite warehouse maintained by the Employers.

2.2.8. Employees of the Employers (or third party specialty vendors) engaged in on-site equipment installation and warranty work for data processing, internal communication, gaming equipment electronics and software installation, all other electronic devices, and all low voltage wiring related in any way to the Primary Employer's gaming, security and surveillance operations, provided, however, that rough-in work for such equipment and devices is Covered Work.

2.2.9. Employees of "Artisans" who are individuals or entities who the Employers may (or may not) employ directly to create unique, one-of-a-kind decorative elements for incorporation into the building. The design, illustration, and detailing of these one-of-a-kind decorative elements can only be fully completed in the field and can only be performed by that individual or entity. The duties of Artisans shall be to direct trades people, as well as provide assistance in the unloading, assembly, installation, and distribution of unique, one-of-a-kind decorative elements as defined above. Artisans shall perform all final adjustments, finishing touches, and final painting of such one-of-a-kind decorative elements, provided they are assisted by a trades person.

2.2.10. The following activities which are generally associated with casino installation and furnishing:

2.2.10.1. Slot Machines

1. Transport & unloading
2. Bolting & unbolting
3. Drilling of holes
4. Mounting of bill changers
5. Repair & installation of plastic laminate
6. Installation of top sections and additions
7. Installation & removal of all slot machines including slant tops and novelty machines
8. Furnish, unload & installation of all slot signage
9. Furnish, unload & installation of all security cameras and devices.

2.2.10.2. Slot Machine Bases

1. Transportation & unloading
2. Fastening together
3. Drilling of holes
4. Cutting, altering, repair & modification
5. Installation of filler pieces
6. Repair & installation of laminate and corner guards
installation & removal of all slot machine bases

2.2.10.3. Gaming Tables and Furniture

1. Transportation & unloading
2. Assembly & disassembly
3. Cutting, alteration, repair & modification
4. Installation of all gaming tables and fixed furniture
5. Repair and installation of laminates, upholstery and fabrics
6. Installation & removal of all gaming tables and furniture, including but not limited to Black Jack, Roulette Pai Gow, Poker, Baccarat, Mini Baccarat, Big Six Wheel Tables, Caribbean Stud, etc., including all fixed stools & chairs, etc. that accompany gaming tables
7. All pit stands and related fixed furniture accessories

2.2.10.4. Figurines, Statues, Table Ornaments, Artifacts, Wall Hangings and Ornamentations

1. Transportation & unloading
2. Assembly and disassembly
3. Installation & removal
4. Cutting, alterations, repair & modification
5. The building and fabrication of all landscaping items, e.g. rock scapes, trees, etc.
6. The installation of all decorative items in accordance with Schedule A

2.2.10.5. Locks and Locking Devices

1. Installation, repair, removal and reinstallation, transportation, movement, record keeping, etc., prior to occupancy

3. SUBCONTRACTING

3.1. Primary Employer and each other Employer agree that it will subcontract Covered Work only to a person, firm, or corporation who is or becomes party to this Agreement and who is or becomes signatory to either a local, area or regional Master Agreement with the craft Union having traditional and customary building trades craft jurisdiction over the work or, only in the case of a national contractor, a national agreement with the International Union of the craft Union having traditional and customary jurisdiction over the work. Any Employer performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement and the applicable Master Agreement (the “Applicable Agreement”). Before being authorized to perform any Covered Work, Employers (other than

Primary Employer) shall become a party to this Agreement by signing an Employer

Agreement to be Bound, which is provided as Attachment A to this Agreement.

Every Employer shall notify the Council in writing within three business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Employer Agreement to be Bound.

3.2. Notwithstanding Section 3.1, any Employer not already bound to an Applicable Agreement, who signs and becomes bound to such a multi-employer local, area, regional master agreement, or national agreement, to participate on this Project, shall not be required to apply the terms of that agreement to any other construction project in which such Employer is already engaged, or which such Employer has already been contractually bound to perform.

3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the Master Agreement. If any Employer fails to provide the Council with the Employer Agreement to be Bound executed by its subcontractor, that

Employer shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make.

4. WAGES AND BENEFITS

4.1. All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages, other compensation including but not limited to travel, subsistence, show up and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union.

4.2. Any special interest bargaining which establishes wage rates, classifications, zones, or wage escalations which apply exclusively to the Project will not be recognized.

5. UNION RECOGNITION

5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

5.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the appropriate Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3. The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems. The Employer shall have the right to determine the competency of all employees, to determine the number of employees required and to select the employees to be hired.

5.4. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

5.5. The Unions represent that hiring halls and referral systems will be operated in a non-discriminatory manner, and in full compliance with all applicable laws and regulations that require equal employment opportunities and prohibit discrimination on the basis of union membership. The Unions further agree that for work on the Project they shall offer a referral and/or hiring preference to qualified Native Americans pursuant to Section 5.6.

5.6. The Employers and Unions shall provide Native Americans living on or near Tribal land with a referral, hiring and layoff preference for all Covered Work for which the Native American is qualified. Native Americans will be classified and assigned work that they are qualified to perform. The Employers and Unions shall provide Native Americans employed on the Project with information

about the requirements and procedures for enrolling in apprenticeship programs operated by Employers and Unions.

5.7. All job and/or referral applicants who fail a pre-employment drug test shall be given a second test at the Employer's direction and/or discretion.

6. STRIKES AND LOCKOUTS

6.1. During the life of this Agreement, the Unions, their agents, their representatives and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and there shall be no lockout by Primary Employer or any other Employer. The parties expressly agree that any such action is in violation of this Agreement. In the event of a violation of this Section 6.1, any party shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the violating party, and/or any of its agents, representatives or employees.

6.1.1. Failure of the Unions or any employee to cross any picket line established by the Unions and/or any union, signatory or non-signatory to this Agreement, or the picket or demonstration line of any other organization, at or in proximity to the Project is a violation of this Agreement. Employers and Unions shall take all steps necessary to ensure compliance with this section, and to ensure

uninterrupted construction and the free flow of traffic in the Project area for the duration of this Agreement.

6.1.2. Employers may discharge any employee violating Section 6.1, and any such employee will not be eligible thereafter for referral and/or employment at the Project for a period of 100 days.

6.2. Notwithstanding the provisions of Section 6.1 above, it is agreed that a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that the Union shall give forty-eight hours (48) notice to the Primary Employer prior to withholding the services of its members, and that in the event the Union or any of its members withholds their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.3. In the event that any applicable labor agreement expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, a Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new labor agreement provides for

wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement for such work performed. The Unions agree that there will be no strikes, work stoppages, sympathy actions, picketing, slowdowns or other disruptive activity or other violations of Article 6 affecting the Project by any local Union involved in the renegotiation of area local collective bargaining agreements.

7. SHIFT TIMES AND HOLIDAYS

7.1. The standard work day shall consist of eight (8) hours of work between 7:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2. Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In no event shall work be performed on Labor Day, except in cases involving an immediate threat to life or property.

8. GRIEVANCE PROCEDURE

8.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than jurisdictional disputes or successorship) shall be considered a grievance. Questions arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.

8.2. A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered.

8.3. Grievances shall be settled according to the following procedure:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2

In the event the matter remains unresolved in Step 1 above, within five (5) working days after notice to the Unions, the alleged grievance in writing may then be referred to the Business Manager of the Craft Union and the Labor Relations representative at the Contractor for discussion and resolution. A copy of the written grievance shall also be mailed/faxed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, the grievance in writing may then be referred to the representative of the Craft Union involved and the Manager of Labor Relations of the Contractor or the Manager's designated representative, and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in the preceding steps within five (5) working days, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer. An Arbitrator selected from a permanent panel of Arbitrators consisting of Ken Silbert, William Engler, Barry Winograd and Bonnie Bogue will hear grievances filed pursuant to this Article. The arbitrator will be selected by rotation from the permanent panel, rotating in the order set forth above. The Primary Employer shall keep a record of the sequence and shall notify the parties to the grievance as to the next arbitrator in the order of rotation. In the event, the Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the next arbitrator in order of rotation will be selected. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances.

8.4. The Arbitrator's decision shall be submitted in writing and shall be final and binding on all parties signatory to this Agreement. The expense of arbitration, including the cost of the Arbitrator and the cost of necessary expenses required to pay for facilities for the hearing of cases, shall be borne equally by both parties. The Arbitrator's decisions shall be confined to the question posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to or subtract from, any provision of this Agreement.

8.5. The Primary Employer and other Employers, as well as the Unions, may bring forth grievances under this Article.

8.6. Any award or resolution under Article 9 shall be prospective and shall not require any back pay for work performed unless the assignment is a knowing violation of a well-established resolution under the Plan.

9. JURISDICTIONAL DISPUTES

9.1. The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

9.2. All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and their employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

9.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

9.4. Each Contractor will conduct a pre-job conference with the Council prior to commencing work. The Primary Employer and any general contractor will be advised in advance of all such conferences and may participate if they wish.

10. JOINT LABOR/MANAGEMENT MEETINGS

10.1. During the period of any work performed under this Agreement, a joint Labor/Management meeting will be held on an approximately monthly basis or more frequently as needed between the Primary Employer, the contractors and subcontractors, and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and contractors performing work at the Project. These monthly (or more frequent) meetings will also include discussion of the scheduling and productivity of work performed at the Project.

10.2. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered by this Agreement, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union, Contractor or the Primary Employer.

10.3. The Primary Employer will schedule and attend all Pre-Job Conferences and Mark-Up Meetings.

11. SUCCESSORSHIP

11.1. This Agreement is and shall be binding and legally effective upon: (i) any successor in interest to Primary Employer by whatever means, and (ii) any person or entity which acquires all or any portion of Primary Employer's right, title or interest in the Project or the Project Real Property whether by sale, lease, or other transfer. Any agreement for a sale, lease, or other transfer of all or any portion of Primary Employer's right, title or interest in the Project or the Project Real Property by Primary Employer, or any agreement for transfer of control of Primary Employer shall include an express assumption of the obligations of this Agreement, including this successorship provision. Primary Employer shall provide the Council with notice in writing within five (5) days of the close of any transaction described in (i) or (ii) above, along with an original executed assumption of this Agreement. Any sham transfer of all or any portion of Primary Employer's right, title or interest in the Project or the Project Real Property or other subterfuge for purposes that include avoiding the obligations of the Primary Employer under this Agreement is a breach of this Section 11.1 and shall not release Primary Employer from any of its obligations or undertakings under this Agreement.

11.2. The parties hereto agree that in the event Primary Employer breaches Section 11.1 above, the actual damages to the Unions or their members would be unreasonably difficult, costly, inconvenient, or impracticable to calculate. Accordingly, the parties agree to liquidated damages which bear a reasonable relationship to the actual harm suffered.

11.3. In the event of a breach of Section 11.1 above, Primary Employer shall pay \$30.00 for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signatory to this Agreement. The liquidated damages shall be paid as follows: Fifteen Dollars (\$15.00) per hour to the qualified pension plan and fifteen Dollars (\$15.00) per hour to the qualified health and welfare plan of the Union(s) having jurisdiction over the work performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that a Union shall enforce, collect and receive liquidated damages pursuant to Article 11 on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right to independently enforce the provisions, including but not limited to, the liquidated damage provisions contained in Article 11.

11.4. In no event shall the liquidated damages payable under this Section exceed a total amount of \$6,000,000. In the event that pending claims would result in a payment in excess of \$6,000,000, the total claims shall be prorated based on the number of hours worked by contractors or subcontractors in violation of Article 3.1 so that the total payment of claims does not exceed \$6,000,000.

11.5. Upon execution and delivery of an agreement assuming all the obligations of this Agreement by a financially responsible successor pursuant to the requirements of Section 11.1, Primary Employer shall be released from liability for the payment of liquidated damages under Section 11.3 and Primary Employer shall

have no liability for any breach of this Agreement by a successor employer or contractor.

11.6. This Article 11 shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

12. GENERAL PROVISIONS

12.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or state government, the Employers, the Council and the Unions shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.

12.1.1. If the Primary Employer and the Council are unable within thirty (30) calendar days to negotiate a substitute article or provision, any of them may at any time thereafter submit the matter directly to interest arbitration pursuant to the procedures set forth in Section 8.4, Step 4, and Sections 8.5 through 8.7. The Arbitrator shall have the authority to modify, amend and alter the Agreement by providing a substitute article or provision to replace the one(s) that have become invalid, inoperative or unenforceable. The Arbitrator's decision, and

the new article or provision, shall be final and binding on all parties signatory to the Agreement.

12.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

12.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement shall apply.

12.4. The provisions of this Agreement shall take precedence over conflicting provisions of any Applicable Agreement with respect to a Union, except for any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; any instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 6, 8 and 9 of this Agreement shall apply to all Covered Work.

12.5. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

12.6. This Agreement may be executed in counterparts.

12.7. Any notices required under this Agreement shall be given as follows:

To Primary Employer:

To the Council:

Glenda Nelson, Chairperson
Enterprise Rancheria of Maidu Indians
3690 Olive Hwy
Oroville, CA 95966
Telephone: 530-532-9214

A.C. Steelman, President
Mid-Valley Building and Construction
Trades Council
2840 El Centro Road #115 Sacramento,
CA 95833 Telephone: 916-927-4239

With a copy to (which shall not
constitute notice to a party):

With a copy to (which shall not
constitute notice to a party):

John A. Maier, Esq.
Maier Pfeffer & Kim, LLP
510 – 16th Street, Suite 302
Oakland, CA 94612-1520
Telephone: 510-835-3020

Daniel L. Cardozo
Adams Broadwell Joseph & Cardozo
520 Capitol Mall, Suite 350
Sacramento, CA 95814
Telephone: 916-444-6201

Either party may notify the other in writing if its person designated to receive notice is changed.

13. MANAGEMENT RIGHTS

13.1. Except as expressly limited by a specific provision of this Agreement, the Primary Employer and each other Employer retain full and exclusive authority for the management of operations including, but not limited to: the right to direct the work force, determine the number of employees to be hired and the qualifications thereof; the promotion, transfer, layoff of employees; or the discipline or discharge for just cause of employees; the assignment and schedule of work; the

promulgation of reasonable work rules; timing and number of employees to be utilized for overtime work; the right to enforce any drug and alcohol abuse policies which are agreed to by any contractor or subcontractor and a Union; and otherwise to directly remove any employee whether employed directly or by any contractor or subcontractor for breach of reasonable rules promulgated by Employers governing conduct on the job. No rules, customs, or practices, which limit or restrict productivity or efficiency of the individual, as determined by the Employers and/or joint working efforts with other employees shall be permitted or observed, so long as assignments of work are consistent with Section 9.1.

14. LIMITED WAIVER OF SOVEREIGN IMMUNITY

14.1. By this Agreement, the Tribe does not waive, limit, or modify its sovereign immunity from suit except as provided in this Article. The Tribe expressly waives in a limited manner its immunity from suit and consents to be sued in any court of competent jurisdiction, including federal and state courts in California with respect to matters arising out of this Agreement. Said waiver is specifically limited to the parties to this Agreement and to the following actions and remedies:

14.1.1. **MONETARY DAMAGES.** The enforcement of an award of money damages by arbitration pursuant to this Agreement; provided that the arbitrator(s) and/or court shall have no authority or jurisdiction to execute against any assets of the Tribe except for assets of the casino and related facilities as

defined herein (not including the real property or the physical building structure or fixtures) and future undistributed proceeds of the casino and related facilities as defined herein.

14.1.2. **INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE.**

The enforcement of a determination by arbitration pursuant to this Agreement that mandates the Tribe to specifically perform any obligation under this Agreement.

14.1.3. **ACTION TO COMPEL ARBITRATION.** An action to compel arbitration provided by this Agreement.

14.1.4. **ACTION TO ENFORCE ARTICLES 9 AND 11.** An action to enforce the provisions of Article 9 or Article 11 of this Agreement.

15. **TERM OF AGREEMENT**

15.1. The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect for a period of five (5) years (“the Continuation Period”) following completion of all Covered Work as defined in Article 2. Covered Work shall be deemed completed upon “final acceptance” of the Project by the owner. During the Continuation Period, “Covered Work” shall be limited to Covered Work that is contracted out to a contractor in the construction industry and that costs at least \$50,000, unless there are no union contractors able to perform the construction maintenance work in a timely manner acceptable to the Primary Employer, or in the case of an emergency where the work must be performed immediately.

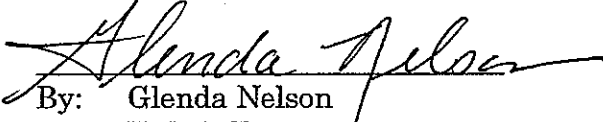
16. HELMETS TO HARDHATS

16.1. The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (“Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

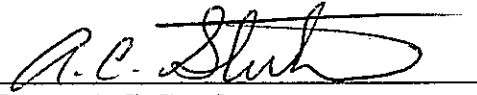
16.2. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be
executed and effective as of January 30, 2009.

Estom Yumeka Maidu Tribe of the Enterprise Rancheria
Primary Employer


By: Glenda Nelson
Tribal Chairperson

Mid-Valley Building & Construction Trades Council


By: A.C. Steelman
President

UNIONS

Union: **Plumbers & Pipefitters Local #228**

By: _____

Title: _____

Date: _____

Union: **Cement Masons Local #400**

By: _____

Title: _____

Date: _____

Union: **Laborers International Union Local #185**

By: _____

Title: _____

Date: _____

Union: **Sheet Metal Workers Local #162**

By: _____

Title: _____

Date: _____

Union: **International Brotherhood of Electrical Workers Union Local #340**

By: _____

Title: _____

Date: _____

Union: **Carpenters Local #1240**

By: _____

Title: _____

Date: _____

Union: **Plasterers Local #295**

By: _____

Title: _____

Date: _____

Union: **Elevator Constructors Local #8**

By: _____

Title: _____

Date: _____

Union: **District Council #16 Painters,
Tapers, Glaziers, Floorlayers**

By: _____

Title: _____

Date: _____

Union: **Roofers Local #47/#81**

By: _____

Title: _____

Date: _____

Union: **Operating Engineers Local #3**

By: _____

Title: _____

Date: _____

Union: **Iron Workers Local #118**

By: _____

Title: _____

Date: _____

Union: **Boilermakers Local #549**

By: _____

Title: _____

Date: _____

Union: **Asbestos Workers Local #16**

By: _____

Title: _____

Date: _____

Union: **Teamsters Local #137**

By: _____

Title: _____

Date: _____

Union: _____

By: _____

Title: _____

Date: _____

Union: **Road and Sprinkler Fitters
Local #669**

By: _____

Title: _____

Date: _____

ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
ENTERPRISE RANCHERIA
CASINO AND RESORT HOTEL PROJECT

The undersigned, as a contractor or subcontractor (hereafter "Contractor") on the Enterprise Rancheria Casino And Resort Hotel Project, as defined in Section 1.2 (hereafter "Project"), of the Project Labor Agreement (hereafter "Agreement"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the promises made in the Agreement and all attachments a copy of which was received and is acknowledged, hereby:

- 1.) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 2.) The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.
- 3.) Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of said Agreement.
- 4.) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

DATED: _____ Name of Contractor _____

(Authorized Officer & Title)

(Address)

Emergency Coordinator & Operations- Compliance Report
Thomas Fielden
December 27, 2012

Please note information/activities are for the period of: 12/17/2012 through 12/31/2012.

Introduction/Biography:

I have over 25 years of experience in Emergency management. I started my career with the California Conservation Corps in Siskiyou County in 1986, where a young person has the opportunity to try several different career paths in natural resources and emergency response. I gravitated towards a career in federal firefighting after doing some trail & natural resource work and other jobs associated with the local city, state and county organizations.

My most recent experience was the Assistant District Fire Management Officer with the on the Klamath National Forest. My duties consist of running day to day fire operations on the Oak Knoll Fire Division, serves as District Duty Officer assuring proper staffing levels is being met and prioritizing fires during lightning events. Monitor engine and water tender preparedness, tracking budget allocations, and handling personnel issues.

I served as ICT4 and duty officer in assisting adjoining districts. I also serve as the District Training Officer, Chainsaw qualification coordinator, Apprentice coordinator and Incident Qualifications Certification Systems (IQCS) coordinator, assuring employees training needs are being met and incident qualifications are kept current.

Collateral duties consist of; accepting national fire assignments in qualified and trainee positions, assisting in the forest prescribed fire program as burn plan preparer, burn plan Technical Reviewer, Burn Boss (RXB2) & Firing Boss (FIRB), Helicopter Manager. I also served as a Subject Matter Expert in Fire and Apprentice hire, and lead instruction/course coordinator in various fire classes local and regional.

I have also functioned as the District Fire Management Officer in a temporary role with other duties consisting of running day-to-day fire operations on the Oak Knoll Fire Division. Attend staff meetings and consulting with the district line officer and forest fire staff on budgetary matters and keeping them informed on Oak Knoll affairs.

My incident qualifications include; Division supervisor, Incident commander type 4, Burn boss type 2, Strike team leader of crews & engines, Crew representative, Helicopter manager, Crew boss, Engine boss and Firing boss. I have responded across the United States to assist in fire and all risk emergency management from Florida to Hawaii.

I am honored to be a part of the Karuk Tribes Emergency Management Program.

Action Item(s):

- Meet with Recommended Hazard Mitigation team members in January to discuss National Incident Management System (NIMS), and as to what the vision is for the future Emergency Management Organization for the Karuk Tribe.

- Purchase cell phone appropriate for the needs of emergency preparedness coordinator as describes in the grant agreement.
- Obtain travel card with spending limit appropriate for moderate travel needs as required for the position.

Projects:

- Fill out appropriate paperwork for new hire employees
- Review current “Karuk Tribe Emergency Response Operations Plan” (EOP) for compliance with NIMS.
- Review NIMS guidelines for EOP’s to update our current EOP so it will comply with NIMS.
- Working on updating current EOP

Emergency Management:

- No emergency incidents at this time.

Agreements /MOU’s/Policies Reviewed and Edited: No policy review/edits were completed during this reporting period.

Fiscal: None

Reports: Brief overview for needed meeting with Hazard Mitigation Team Members.

Meetings Attended:

- Introduction to the Tribal Council

Recommended Hazard Mitigation Team Members

The following is a list of personnel compiled from the Grant Agreement that recognized and supported the funding for an Emergency Preparedness and Response Coordinator and the current Disaster Relief Response Contact List from the Emergency Response Operations Plan for the Karuk Tribe, dated July 30 2008.

- ❖ Earl Crosby, Director of Watershed Restoration Program
- ❖ Leaf Hillman, Director of Department of Natural Resources
- ❖ Scott Quinn, Director of Tribal Lands Management
- ❖ Sandi Tripp, Transportation program Director
- ❖ Fred Burcell, Facilities Construction/Maintenance Manager
- ❖ Lessie Aubrey, Executive Director of Health and Human Services
- ❖ Tiffany Ashworth, Director of Administrative Programs and Compliance
- ❖ Bill Tripp, Eco-cultural Restoration Specialist
- ❖ Laura Mayton, Chief Financial Officer, Karuk Tribe
- ❖ Darlene Snapp-Silfies, Chief Financial Officer, KCDC
- ❖ Jaclyn Goodwin, Self-Governance Coordinator
- ❖ Lisa Morehead, Grant writer and Resource Developer
- ❖ Anne Escobar, Operations Manager of Karuk Tribal Housing Authority
- ❖ Erin Hillman, Executive Director of KTHA
- ❖ Harold Tripp, Department of Natural Resources
- ❖ Toz Soto, Department of Natural Resources
- ❖ Steve Mitchell, KTHA

To build a well-organized and cohesive team that is prepared for an emergency of any type it takes a cooperative effort from all departments that may be involved. This list appears to be comprised of the Main Department Heads from all functional areas and geographic areas of the Tribes areas of concern. It will be necessary to meet with all these individuals to determine their roll or the roll of their staff and workers in the event of an emergency. I would also like to discuss their needs and concerns about staffing and work process deadline issues that may arise when personnel are assigned to an incident.

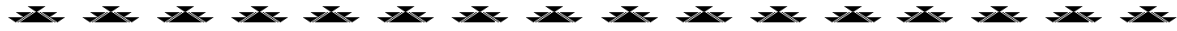
With the goal of becoming compliant with National Incident Management System (NIMS) at the end of a 3 year period and to function as a lead agency or cooperator/support agency with the local, city, county, state and federal agencies it will take a dedicated staff folks like we have here that care deeply for the land and natural resources that are relied upon by the tribal members and community that live in the area.

I know it will be extremely difficult to gather everyone at one place and time but it is extremely important to have a face to face meeting at this point in time. We can all schedule a meeting for some time near the middle to end of January due to the upcoming holidays. I feel confident that we can build a team ready to respond to any emergency that may arise when we are first on scene or to assist the community and the Tribal members in times of critical need.

Thanks.

/s/ Thomas Fielden

Erin Hillman- Executive Director, KTHA
Report for Tribal Council
December 27, 2012



I will be on my vacation – in Texas and will be unable to attend the Council meeting. I will have no **action items** for presentation at this meeting. Ann Escobar, Assistant Director will be attending in my absence to respond to any questions.

Quarterly Meeting- Tribal Council/ Board of Commissioners-

This was a productive meeting. I appreciate the focus on communications and working toward better housing assistance programs and services to our Tribal Members and residents. Going forward I hope that these meetings are used to their full potential. It is the time to clarify actions and intentions and discuss the direction of housing programs.

Board of Commissioners/ Bylaws-

Elsa Goodwin was sworn in to the Board of Commissioners and selected to serve as the Tribal Council Liaison. Her many years of employment with KTHA has proven to be very helpful. Randy Hobbs was chosen to be the Treasurer for the BOC, replacing Verna Reece. Michael Thom, Scott Quinn and Charlene Naef will continue to serve out their terms as Chairperson, Vice Chairperson and Secretary, respectively.

Personnel-

Part Time Tutor - Education Center, Yreka:

We received one application for this position, and look forward to bringing this person on as soon as possible.

Part Time Fiscal Clerk- Happy Camp:

Four applications were received, and we will be conducting interviews for this position.

Annual Performance Report-

It has been my primary focus to complete this report. I have been collecting information from our Staff to make this happen. As of this morning, the 20th, I am working with Carter Bickford, KTHA CFO to finalize our numbers for the fiscal portion. The APR will be out for comment by Friday the 21st. It will be available at each of our offices. Either Ann or I will incorporate comments that are received into the report and send it to HUD to make our 12/30/2012 deadline.

Yreka Wellness Center-

Our Attorney, Ed Goodman is drafting a letter to HUD that references the changes that were implemented to the Act (NAHASDA) in 2008 that allow the Tribal Housing Authority to follow Tribal policy in regards to Indian Preference methods.

He stated that most HUD staffers look at their regulations, which do not reflect these changes until the just published regulations are implemented on January 2, 2013. So, technically KTHA would be in compliance to use our recently amended policies.

However, there is a weaker argument to be made for the ICDBG funds which fund a minor portion of this project. The current policy of the Tribe states that in cases where the policy is not allowed by the funder, the funder's rules shall apply.

I will prepare a revised implementation schedule. At the Quarterly meeting, the Chairman's signed the letter requesting the method of Indian Preference preferred for the project. No policy change was required.

NAHASDA reauthorization-

At the NAIHC Legal Symposium there were breakout sessions for the legislative committee to review proposed language for the regulation and to come to a consensus on each item. We went through 28 pages of proposed changes and whittled the non-consensus items to 3 pages. At the same meeting we reviewed the issue of unexpended funds and heard the position of several tribes that are in opposition to proposed recommendations. We provided our comments and recommendations, as well as voted on these items.

I am very proud of our Board members for hanging in there at these long, drawn out dry meetings.

Negotiated Rulemaking: Formula-

We will know who has been selected for the Neg Reg Formula Committee in the Spring. There were 31 nominees for 24 seats. Michael Thom is the Tribe's nominee.

Fiscal Cliff-

Attached you will find NAIHC's Legislative Alert regarding the impacts of sequestration on Tribal Housing. Also attached is a page taken from the White House Report (link in NAIHC Legislative Alert), that shows the impact expected to the HUD Public and Indian Housing Programs. The projected drop to our funding will be 8.2%. Overall appropriations for IHBG funds would be reduced by \$53,000,000 total. We stand to lose approximately \$305,000 in 2013 if the fiscal cliff is not avoided.

March Planning Meeting in Redding CA, BOC/ Council:

Reminder: Please send your suggestion for agenda items from the Tribal Council or Board of Commissioners by February 20th so that staff members can prepare information for the meeting. I will be requesting that our attorney present information on evictions, examples, timelines, current applicable laws, etc.

Housing Construction Projects-

Orleans Elders Fence

The environmental has been completed and the project can begin final placement needs to be reviewed.

HC Emergency Housing (RV Park)

An environmental assessment will need to be completed and unit placement needs to be finalized so they can evaluate how many will fit there reasonably. They can then determine if this would be a good project for the force account crew to complete. The property zoning and lot sizes need to be reviewed to see how the placement can be laid out.

Yreka Emergency Housing

The HVAC units need to be connected. The request for proposals closes on 12/3; however, only one bidder attended the site visit so it was re-advertised

HC Duplexes

The contract for the designs has been awarded. The environmental assessment is complete.

Indian Creek Emergency Housing

The contract to relocate the unit from Yreka to Happy Camp has been awarded.

Chuufish Fire Rehab

The work is completed, tenant has moved back in.

Happy Camp Home Replacement

The woodstove is being installed.

Yreka Elders Units

The only task remaining is the staining of the decks when the weather improves, this will be done by maintenance staff. Richard will order blinds for the sliding glass doors for those units as

Yreka Flooring

The work has been completed.

Yreka Home Painting

This project will be completed by the Force Account Crew in the spring.

Yreka Woodstoves

The project has been bid out through sealed bids since it will be over \$100,000

Comstock Fire Rehab

The investigation report was received and sent to Amerind. They have returned a fast track kit which needs to be completed and submitted. Richard has sent them a list of work to be done and photos of the damage.

Yreka Apartment Decks and stairs

The force account crew will be working on this as weather permits in the coming months to complete the work.

Erm H - KTHA
page 143



NAIHC Legislative Alert

September 14, 2012

White House Releases Sequester Report

The White House released a report on Friday, September 14, 2012 detailing the automatic spending cuts under pending sequestration. Release of the report comes as critics of the automatic cuts are trying to stave off the cutbacks that are scheduled to begin Jan. 2, 2013.

The report provides an estimate from the Office of Management and Budget of how much would be cut from each federal account at the program, project and activity levels if the scheduled \$109 billion in automatic, across-the-board cuts are implemented. The sequester is set to occur under the August, 2011 debt limit law (PL 112-25) since a special congressional committee (Super Committee) did not come up with a plan to cut \$1.2 trillion from the deficit.

A bill passed by Congress last month (PL 112-155) required the report be delivered last week.

[Please click here for a copy of the White House Report.](#)

Sequestration Impacts on Tribal Housing

Programs designed to assist in the development of housing in Native American communities commonly function under the most challenging of circumstances. Remoteness, limited resources, and the absence of a vibrant housing sector are but three of the numerous challenges that face tribal communities. Sequestration would erode the foundation of the Federal investment in tribal housing. Rental projects developed by tribal housing organizations would not have sufficient maintenance and operation funds and most homeownership programs for low-income families will come to a halt.

The Native American Housing Assistance and Self-Determination Act (NAHASDA) programs have repeatedly failed to keep pace with inflationary increases to the cost of housing development and operations. Further reduction in program funds to the Indian Housing Block Grant (IHBG) would have a chilling impact in tribal communities, where poverty levels are almost two-times the national average and unemployment far exceeds that of the general population. In FY 2011, Congress reduced funding for NAHASDA's IHBG program by more than 7 percent (\$50

ERM H KHA
page 2 of 3

million). Reducing NAHASDA funding by an additional 8.2 percent through sequestration, rescission, or other across-the-board funding cuts would greatly inhibit the ability of NAHASDA recipients to address the ongoing shortage of safe, affordable housing in the communities they serve.

It is flawed public policy to drastically reduce funding for Federal programs, such as the Indian Housing Block Grant, that have a track record of effectively addressing the acute, high-priority needs of extremely vulnerable populations.

Housing: A Trust Responsibility

In 1996 the Congress passed the Native American Housing Assistance and Self-Determination Act that resulted in a transformation of how Federal housing programs and services are designed and implemented in tribal communities. Most importantly, the NAHASDA rests on a firm foundation of Indian Self-Determination that reflects the time-tested principles of local tribal decision-making and tribal economic self-sufficiency. Through NAHASDA, Congress acknowledged for the first time that "...through treaties, statutes, and the general course of dealing with Indian tribes, [Congress] has assumed a trust responsibility...to improve their housing conditions [emphasis added]...."

The National American Indian Housing Council will monitor all aspects of sequestration and report to membership in a timely manner.



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Appendix A. Preliminary Estimates of Sequestrable and Exempt Budgetary Resources and Reduction in Sequestrable Budgetary Resources by OMB Account - FY 2013

(Based on sections 251A, 255, and 256 of the Balanced Budget and Emergency Deficit Control Act of 1985 (BBEDCA), as amended)
(amounts in millions)

Agency / Bureau / Account / Function	BEA	BA Type	BA Amount	Sequester Percentage	Sequester Amount
Department of Housing and Urban Development					
Public and Indian Housing Programs					
025-03-0163 Public Housing Operating Fund	Discretionary	Sequestrable BA	3,962	8.2	325
Nondefense Function		Total gross BA	3,962		
025-03-0223 Indian Housing Loan Guarantee Fund Program Account	Discretionary	Sequestrable BA	6	8.2	*
Nondefense Function		Total gross BA	6		
025-03-0235 Native Hawaiian Housing Block Grant	Discretionary	Sequestrable BA	13	8.2	1
Nondefense Function		Total gross BA	13		
025-03-0302 Tenant Based Rental Assistance	Discretionary	Sequestrable BA	18,664	8.2	1,530
Nondefense Function		Exempt BA	250		
		Total gross BA	18,914		
025-03-0303 Project-based Rental Assistance	Discretionary	Sequestrable BA	9,413	8.2	772
Nondefense Function		Total gross BA	9,413		
		Offsets	-73		
		Net BA	9,340		
025-03-0304 Public Housing Capital Fund	Discretionary	Sequestrable BA	1,875	8.2	154
Nondefense Function		Total gross BA	1,875		
025-03-0313 Native American Housing Block Grant	Discretionary	Sequestrable BA	650	8.2	53
Nondefense Function		Total gross BA	650		

Em H KTHA
Page 3 of 3

http://library.construction.com/.../...

Karuk Tribe

Council Report from Laura Mayton

Meeting Location: Happy Camp

Meeting Date: December 27, 2012

ACTION ITEMS

I have no action items at this time.

FISCAL YEAR 2012 AUDIT

The fiscal department continues to be very busy preparing for the fiscal year 2012 audit. We have been reconciling accounts, reclassifying amounts, and tying out grants. We have been recording fixed assets and depreciation. We are making sure that all balance sheet accounts reflect correct amounts for prepaid items, receivables, and payables. The Karuk Tribe has a very large number of grant funds that must be tied out and reconciled to the SEFA. The Tribe also has many non grant funds which must be reconciled. The process is very time consuming, but hard work now will pay off when the auditors arrive and the Tribe's books are in good order.

MICROFUND BACKUP

Backup of our accounting software Microfund continues to happen on a regular basis.

FISCAL YEAR 2012 FINANCIAL HIGHLIGHTS

- The Karuk Tribe acquired the Oberlin RV Park and the Williams Building in Yreka.
- The Karuk Tribe employed 223 full, part time, and seasonal employees.
- The Karuk Tribe paid about six million dollars in wages.
- The Karuk Tribe spent about seven hundred and sixty thousand dollars for health insurance.
- The Karuk Tribe contributed about two hundred and ninety thousand dollars to employee 401 (k) plans.
- The Karuk Tribe spent about seven hundred thousand dollars on travel and training.
- Third party revenue for the Health and Human Services department totaled about one million nine hundred and thirty thousand dollars.
- The Karuk Tribe managed about one hundred grants and/or non grant funds including seven major funds.

The information above does not include programs managed by the Karuk Tribe Housing Authority and the Karuk Community Development Corporation.

Action Item:

Consensus needed to submit a letter of support for the Winnemem Wintu Tribe regarding the raising of the Shasta Dams. This will significantly impact the ceremonies and many cultural sites.

Monthly Updates:

Self-Governance Strategy Session in Uncasville, CT November 26th-29th. Key issues discussed were Sequestration, Contract Support Costs, Title IV-DOI Self Governance Amendments, Title VI-HHS Self-Governance Expansion, Self-Governance Strategic Plan Development, Improving Coordination and Advocacy on Priority Issues, and Self-Governance and the Implementation of the Indian Health Care Improvement Act. I was able to meet some key Directors for the BIA Office of Self Governance including Sharee Freeman.

I contacted our Senators and Representatives regarding the sequestration of the Indian Health Services Budget. This was a hot topic at the Self Governance Strategy Session. Tribes across the nation are requesting that the Indian Health Services Programs be exempt from sequestration in the future. Please let me know if you have any issues that you would like me to relay to our Federal Representatives and I would be happy to do so.

Klamath Basin Tribal Youth Program Annual Meeting

I attended the Klamath Basin Tribal Youth Program Annual Meeting. We are looking at scheduling regular conference calls—probably the 3rd Tuesday of each month at 11:00. Please let me now if you would like updates on this work group and I will be sure to e-mail you. The primary goal of the group is to give local Tribal Youth (6 Tribes are currently involved in the Klamath Basin—Klamath, Quartz Valley, Hoopa, Yurok, Karuk, and Resighini) opportunities for employment with the local federal agencies—U.S. Geological Surveys, Bureau of Land Management, U.S. Fish and Wildlife, U.S. Forest Service, etc. We hope to participate more in the program this year as it has the potential to greatly benefit our Tribal Youth including summer employment opportunities, internships, scholarships, and “infiltration” of the federal government agencies with Tribal People ☺.

Forest Service:

This month the U.S. Forest Service released their Sacred Sites MOU and Policy Review and Recommendation. The report does not change policy or have any significant effects, but has identified several mechanisms for furthering Sacred Site Protection and has identified many of the authorities, regulations, and policies that support the rights of Federally Recognized Tribes including highlighting the Federal Trust Responsibility.

Katimiin MOU—with the Katimiin MOU complete it is time to put it into action. Now that we have a “management strategy” outlined we can begin working with the Forest Service on implementing some on-the-ground projects. Mr. Tyrone Kelley has initiated a discussion with the Tribe about possible 10-year Stewardship Agreements for Sacred Sites. I have begun reviewing information provided to us from the Weaverville Community Forest; however, I feel we need to identify other Tribal/Forest Services Stewardship Agreements to better meet our purposes. We are working on getting the Stewardship Agreement from the Klamath Tribes in

Oregon; they have recently completed a Stewardship Agreement with the Fremont-Winema National Forest.

Fort Goff- the Forest Service has initiated a public discussion regarding a “salvage logging operation” on the Fort Goff Fire. Bill Tripp has indicated that the Happy Camp District Ranger wants to meet with the Tribe as soon as possible to discuss our thoughts. I would like us to have an internal meeting before-hand so we have time to develop a “cohesive strategy”.

Helkau- Tyrone Kelley has also indicated that they are working with the Yurok Tribe to develop a Stewardship Agreement for the Helkau Area. I have contacted Javier Kinney at the Yurok Tribe to see if they have heard about this and hopefully he will update me after he has looked into it. Additionally I asked him about the update to the legislative language, and he will be getting back to me after the holidays about this as well.

We have been reviewing information regarding the Mushroom Harvesting Policy as well as Bill Tripp’s Traditional Plants MOU. We need to have a meeting to discuss the implications of these MOUs and identify the best strategy/action for us to take with the Forest Service.

Gaming- On December 11th we had a meeting with the City of Yreka regarding the MOU. At this point both parties have decided to have the attorneys review the MOUs and make suggestions based on group discussions and ideas. We will then meet again with just the City of Yreka Committee to work through the MOU. Then we will come together another time with the City of Yreka Committee.

ICW- April A. informed me that there has been some progress on the ICW reimbursement Agreements. I have contacted Suzanne Garcia with the Washoe Tribe and Stephanie Weldon at the Yurok to get some more information on this.

Housing- Erin Hillman notified me that the Housing Authority will be traveling to Washington D.C. on February 13th and 14th. I think this would be a great time for some of us at the Tribe to also visit D.C. to meeting with our Federal Representatives and advocate for our Tribal Interests. NAHASDA Reauthorization will be happening next year so it is extremely important we advocate for our needs at the Federal Level. I’m sure there are other areas such as the Health Program, Child Care, Head Start, DNR, etc that have some issues they would like us to address with Federal Agencies as well.

THPO

Tishawnik Nomination to National Register of Historic Places

As many of you know we did a press release on the Tishawnik Property. A big thank you and congratulations to Lisa Morehead—Grant Writer—for being so persistent with this project. The publicity we received through the press was very positive. I was even interviewed by Redwood Community Radio—KMUD. This is a positive step towards regaining ownership of the Tishawnik Property. Lisa has developed some solid leads and relationships with people at the Archeological Conservancy who are willing to help us find money to purchase the property if we can negotiate a reasonable price.

Orleans Wellness Center:

A Cultural Monitor has been contacted to be present during ground disturbing activities at the Orleans Wellness Center Project site.

KTHA

There was one project that we received from KTHA this month. It was a home acquisition/loan in Fort Jones and was informational only.

We have been given an update on the draft Programmatic Agreement for HUD funded activities. They are attempting to address the comments and concerns that Helene had submitted. Primarily they have included language to include the Tribal Historic Preservation Officer on Tribal lands when the Tribe has assumed section 106 responsibilities.

THPs

Green Diamond Resource Company is performing a Timber Harvest Plan near the Hoopa and Yurok Tribe reservations. We have advised them to contact those tribes if they have not already.

Cal Fire is performing a thinning project (Morrison Thinning) near the city of Mount Shasta. We have advised them to contact the Shasta and Pit River Tribes for more information regarding cultural resources in the area.

KRAB MEETING

On December 4th, 2012 we held our monthly KRAB Meeting. We discussed the above projects. The next KRAB Meeting is scheduled for January 11th from 10:00 a.m. to 12:30 p.m.

Sandi Tripp brought the KTHA/KCDC Parking Lot Project to the KRAB Meeting for review. The KRAB Board decided that as usual we will request a monitor to be on site during significant ground-disturbing activities, but we do not need or want a professional archaeologist to survey the property.

There is a new **State Historic Preservation Officer**; her name is Carol Roland-Nawi. She has extended an open invitation for us to bring specific tribal interests to her attention. She also expresses interest in meeting with us to pursue joint concerns and resolution of issues. Her contact information is (916) 445-7043 or cropland@parks.ca.gov.

Additionally, we received notification that the North Coast Information Center that they will be closing. "The NCoIC will remain open for business through Monday, December 31, 2012. The Del Norte and Humboldt materials on file at the NCoIC will be relocated to the NWIC and then made available for CHRIS users roughly one week after the materials have been moved. OHP will be coordinating and paying for the relocation, with the participation of NCoIC and NWIC staff. Please see OHP's website for the public announcement of this change."

**RESOLUTION OF THE
KARUK TRIBE**

Resolution No: 12-R-074
Date Approved: July 26, 2012

RESOLUTION AUTHORIZING THE 2013 REPROGRAMMING REQUEST BETWEEN THE DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS AND THE KARUK TRIBE IN THE AMOUNT OF \$1,053,466.00

WHEREAS; the Karuk Tribe is a Sovereign Aboriginal People, that have lived on their own land since long before the European influx of white men came to this continent; and

WHEREAS; the members of the Karuk Tribe have approved Article VI of the Constitution delegating to the Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People, including negotiating and contracting with federal, state, Tribal and local governments, private agencies and consultants; and

WHEREAS; the members of the Karuk Tribe have approved Article VIII of the Constitution assigning duties to the Chair, Vice Chair, and Secretary/Treasurer including signing and executing all contracts and official documents pertaining to the Karuk Tribe; and

WHEREAS; the Karuk Tribe is a federally recognized Tribe and its Tribal Council is eligible to and is designated as an organization authorized to Contract pursuant to P.L. 93-638 on behalf of the Karuk Tribe; and

WHEREAS; in the 2010-2014 Multi-Year Funding Agreement (MFA), it was agreed that annually the Karuk Tribe and the Bureau of Indian Affairs (BIA) would negotiate Annual Reprogramming Requests; and

WHEREAS; the Karuk Tribe and the BIA have met and the Karuk Tribal Council has approved the 2013 Annual Reprogramming Request from the BIA; and

THEREFORE BE IT RESOLVED; that the Tribal Council authorizes the 2013 Reprogramming Request between the Department of the Interior, Bureau of Indian Affairs and the Karuk Tribe in the amount of \$1,053,466.00; now

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 12-R-074 which was approved at a Tribal Council Meeting on July 26, 2012 and was duly adopted by a vote of _____ AYES, _____ NOES, _____ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which _____ voted.

Russell Attebery, Chairman

Date

Tribe: KARUK TRIBE

BIA Tribal Organization Code: J52555

OSG Tribal Compact Code: OSGT555

BIA Area Office: J00100 - PACIFIC REGION

BIA Agency Office: J52000 - NORTHERN CALIFORNIA

Line Item	Program Title	Cost Code	Info Tribal Share	A OSG Cumulative Base	B OSG Shortfall Base	C OSG Shortfall Request	D BIA Reprogram Request	E=A+B+C+D Total AFA	FN
23	Trust Management Improvement Project (UTB) - NON TPA	A3A00	0	0	2,888	0	0	2,888	
24	Assistant Secretary Support - NON TPA	A5000	0	0	0	0	0	0	
27	Administrative Services - NON TPA	A5220	0	0	3,990	0	0	3,990	
30	Information Resources Technology - NON TPA	A5340	0	0	0	0	0	0	
32	Executive Direction (Regional) - NON TPA	A6000	0	0	788	0	0	788	
35	Executive Direction - TPA/Agency	A9010	0	0	6,006	0	0	6,006	
38	Administrative Services - TPA/Agency	A9120	0	0	6,041	0	0	6,041	
39	Administrative Services - TPA/Region	A9120	0	0	0	0	0	0	
48	Job Placement and Training - TPA/Tribal	C9035	0	28,400	0	0	0	28,400	
50	Economic Development - TPA/Region	C9110	0	0	0	0	0	0	
54	Road Maintenance - TPA/Tribal	C9250	0	3,433	0	0	0	3,433	4
58	Education Line Officers - NON TPA	E5030	0	1,260	0	0	0	1,260	
61	Johnson O'Malley - TPA/Tribal	E9040	0	45,400	0	0	0	45,400	
65	Tribal Scholarships - TPA/Tribal	E9310	0	17,312	0	0	0	17,312	
68	Tribal Adult Education - TPA/Tribal	E9320	0	300	0	0	0	300	
76	Housing Development - NON TPA	H6030	0	4,645	0	0	0	4,645	
77	Social Services - TPA/Agency	H9010	0	8,333	0	0	0	8,333	
78	Social Services - TPA/Region	H9010	0	1,815	0	0	133,815	135,630	7
79	Social Services - TPA/Tribal	H9010	0	0	0	0	0	0	
80	Welfare Assistance - TPA/Tribal	H9130	0	0	0	0	63,107	63,107	3
83	Indian Child Welfare Act - TPA/Tribal	H9220	0	65,100	0	0	0	65,100	
84	Housing Improvement Program - TPA/Tribal	H9370	0	0	0	0	0	0	2
90	Law Enforcement Projects - NON TPA	J3300	0	0	0	0	0	0	
96	Community Fire Protection - TPA/Tribal	J9030	0	1,200	0	0	0	1,200	
113	Forestry - NON TPA	N3E00	0	0	0	0	0	0	5
123	Natural Resources, General (UTB) - NON TPA	N6A10	925	0	0	0	0	0	6
125	Forestry (UTB) - NON TPA	N6A30	0	1,208	0	0	0	1,208	
127	Water Resources (UTB) - NON TPA	N6A40	0	584	0	0	0	584	
130	Natural Resources (UTB) - TPA/Agency	N9A05	0	648	0	0	0	648	

Tribe: KARUK TRIBE

BIA Tribal Organization Code: J52555

OSG Tribal Compact Code: OSGT555

BIA Area Office: J00100 - PACIFIC REGION

BIA Agency Office: J52000 - NORTHERN CALIFORNIA

Line Item	Program Title	Cost Code	Info Tribal Share	A OSG Cumulative Base	B OSG Shortfall Base	C OSG Shortfall Request	D BIA Reprogram Request	E=A+B+C+D Total AFA	FN
133	Agriculture Program (UTB) - TPA/Agency	N9B10	0	2,613	0	0	0	2,613	
136	Forestry Program (UTB) - TPA/Agency	N9C30	0	3,334	0	0	0	3,334	
142	Wildlife & Parks Program (UTB) - TPA/Agency	N9E50	0	1,385	0	0	0	1,385	
144	Wildlife & Parks Program (UTB) - TPA/Tribal	N9E50	0	135,600	0	0	0	135,600	
148	Water Rights Negotiation/Litigation - NON TPA	R3120	980	0	0	0	0	0	6
151	Real Estate Service Proj (UTB) - NON TPA	R3A00	0	0	0	0	0	0	
154	Environmental Quality Projects (UTB) - NON TPA	R3B30	95	0	0	0	0	0	6
160	Land Titles & Record Offices (UTB) - NON TPA	R6A50	26,118	0	0	0	0	0	
162	Trust Services (UTB) - NON TPA	R6C10	1,389	0	0	0	0	0	6
163	Real Estate Services (UTB) - NON TPA	R6C40	2,157	0	0	0	0	0	6
164	Environmental Quality Services (UTB) - NON TPA	R6C70	0	229	0	0	0	229	
169	Rights Protection - TPA/Agency	R9120	0	3,786	0	0	0	3,786	
170	Rights Protection - TPA/Region	R9120	15	0	0	0	0	0	6
171	Rights Protection - TPA/Tribal	R9120	0	0	0	0	0	0	
172	Trust Services (UTB) - TPA/Agency	R9A10	375	0	0	0	0	0	6
174	Trust Services (UTB) - TPA/Tribal	R9A10	0	0	0	0	0	0	
176	Real Estate Services Program (UTB) - TPA/Agency	R9C70	692	1,700	0	0	0	1,700	6
177	Real Estate Services Program (UTB) - TPA/Region	R9C70	0	0	0	0	0	0	
178	Real Estate Services Program (UTB) - TPA/Tribal	R9C70	0	4,300	0	0	0	4,300	
180	Real Estate Appraisals (Moved to OST) - TPA/Region	R9C80	0	0	0	0	0	0	
183	Environmental Quality Program (UTB) - TPA/Region	R9D40	157	0	0	0	0	0	6
188	Community Services, General - NON TPA	T6010	0	339	0	0	0	339	
189	All Other Aid to Tribal Government - NON TPA	T6020	0	691	0	0	0	691	
192	Other Aid to Tribal Government - TPA/Region	T9020	0	1,386	0	0	0	1,386	
193	Other Aid to Tribal Government - TPA/Tribal	T9020	0	62,100	0	0	-52,219	9,881	8
197	Self-Governance Compacts - TPA/Tribal	T9240	0	-43,035	0	0	0	-43,035	
198	Self-Governance Compacts-Adjustments - TPA/Tribal	T9240a	0	0	0	0	0	0	
199	Contract Support - TPA/Region	T9370	0	0	0	0	351,625	351,625	1
203	TPA General Increase - TPA/Tribal	T9901	0	34,102	0	0	0	34,102	

Tribe: KARUK TRIBE

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BIA Area Office: J00100 - PACIFIC REGION

BIA Agency Office: J52000 - NORTHERN CALIFORNIA

Line Item	Program Title	Cost Code	Info Tribal Share	A OSG Cumulative Base	B OSG Shortfall Base	C OSG Shortfall Request	D BIA Reprogram Request	E=A+B+C+D Total AFA	FN
204 638	Pay Costs - TPA/Tribal	T9902	0	149,257	0	0	0	149,257	
213	Engineering/Supervision - Irrigation - NON TPA	12210	0	0	0	0	0	0	
214	Safety of Dams - NON TPA	12400	980	0	0	0	0	0	6
	Report Total		33,883	537,425	19,713	0	496,328	1,053,466	

AUTHORIZED FINANCIAL OFFICERS

Bureau of Indian Affairs - Regional Office

Tribe

Office of Self Governance

Footnotes

- 1 The amount shown is an estimate. The actual amount to be provided is to be determined and will be distributed as described in the BIA's Contract Support Policy.
- 2 Funds will be distributed based on HIP eligible applicant data and shall be used in accordance with HIP regulations unless waived.
- 3 The amount shown is an estimate. The actual amount to be provided is to be determined and distributed based upon welfare assistance need as determined by the national distribution methodology used by the BIA.
- 4 When the Tribe is eligible to receive road maintenance funds, subject to appropriations, Bureau of Indian Affairs road maintenance funds will be distributed using the same formula as used last fiscal year.
- 5 The amount to be provided is based on actual award, selection of project, or distribution methodology used by the BIA provided Self-Governance Tribes, other Tribes, and BIA agencies are treated similarly. Funding for non-recurring Programs, Services, Functions, and Activities (PSFAs) can only be provided on a one-time-only basis for this year and such PSFAs are not guaranteed to be funded in subsequent years.

- 6 All Realty increases , represented in Real Estate Services TPA, Real Estate Services non-recurring, Real Estate Services ROP, and other non-TPA programs will stay in with the BIA and support the California Trust Reform Consortium. This in turn will reduce the amount to be reprogrammed from Aid to Tribal Government (amount of return in FY2013 is \$52,219). Summary of offsets: R9A10 (NCA) \$375; R9120 \$15; R9C70 (NCA) \$692; R9D40 \$157; R3120 \$980; R3B30 \$95; N6A10 \$925; R6C10 \$1,389; R6C40 \$2,157; 12400 \$980; Total is \$7,765. (Participation in the Fee to Trust Consortium for FY 2011 will be paid from the \$60,000 retained.)
- 7 GA Administrative dollars to be annually reprogrammed from Regional PPA account based on annual review of GA caseload.
- 8 California Trust Reform Consortium (CTRC) - The Tribe has elected to reprogram this amount for trust related services to the Pacific Regional Office, for the California Trust Reform Consortium. These funds should not be base transfered and shall be reprogrammed on an annual basis. (See FN 6)

**4th AMENDMENT TO THE 2010-2014 MULTI-YEAR FUNDING AGREEMENT
BETWEEN THE KARUK TRIBE**

AND THE UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR

In accordance with Section 8 of the Multi-Year Funding Agreement, this agreement is amended to attach the Reprogramming Request for 2013.

KARUK TRIBE

BY: _____
Tribal Chairman

DATE: _____

UNITED STATES OF AMERICA

BY: _____
Director, Office of Self-Governance

DATE: _____

December 10, 2012

Katrina Chow
Project Manager Bureau of Reclamation
2800 Cottage Way, MP-720
Sacramento, CA 95825-1893

RE: BOR-MPR-SLWRI

Ayukii Ms. Chow:

The Karuk Tribe is writing to communicate its support of the Winnemem Wintu Tribe's comments and concerns regarding the Shasta Lake Water Resources Draft Feasibility Report.

As indicated in the comments from the Winnemem Wintu Tribe, "In a brief section of understatement, the DFR says, 'Unresolved issues will need to be addressed before potential project implementation. Multiple subject areas need to be considered during upcoming phases of the SLWRI, including the McCloud River, identification of a non-Federal sponsor, Native American and cultural resources, impacts on biological resources and associated off-site mitigation, water rights, and CVP and SWP operational conditions' (USBR 2012, p. ES 18). Yet, in this brief paragraph, we find listed most of the issues that, when examined, reveal why increasing the height of Shasta Dam is NOT feasible in the light of scrutiny. We will attempt to address each of these 'subject areas'."

Specific areas of major concern include: **Treatment of Native Americans and Cultural Resources, the McCloud River (free-flowing conditions), CVP and SWP Operational Conditions (manufactured crisis), Impacts on Biological Resources, Water Rights, Identification of a non-Federal Sponsor, Violation of Cost-Effectiveness, and Violation of California Water Resource Bond Financing.**

We hope you strongly consider the comments, concerns, legal citations, and objections from the Winnemem Wintu Tribe and their numerous allies—including the Karuk Tribe— before moving forward with the Shasta Dam Project.

Yootva,

Russell "Buster" Attebery
Chairman

Cc: Chief Caleen Sisk, Winnemem Wintu

Self-Governance Strategy Session Report

November 27th and 28th

Mohegan Sun

This session provided a great overview of current Legislative, Budget, and Program/Policy Priorities for Self-Governance Tribes. Additionally we discussed current and future actions that Tribes need to be aware of to make some progress on each of these issues. Top issues that I think are important to us will be the modifications to the Title IV ISDEAA and increasing the number of non-BIA Annual Funding Agreements (such as agreements with U.S. Fish and Wildlife, BLM, USGS, etc), and also the Affordable Care Act and Tribal Health Exchanges. Lessie and Suzanna Hardenburger are working on this and I will assist them as necessary in the consultation/negotiation process if we decide this is something we would like to pursue. This “Strategic Plan” Session was highly informative and they provided me with a lot of materials. Another great topic we discussed was developing White Papers on the top priorities and issues so Tribal Leaders can present this information to Government Agencies, Congress, and other Federal Decision Making Authorities with a strong, cohesive voice.

Top issues for Self Governance Tribes:

Contract Support Costs:

There is no Class Action against IHS to recover shortfalls. There was a focus on ensuring recovery from past shortfalls and making sure that the CSC's are fully funded in the future.

Title IV of the Indian Self-Determination and Education Assistance Act: Currently Title IV limits the scope of non-BIA programs available for Self-Governance Compacting. There has been a push for the passage of HR 2444 in the House and the Senate. The group recommends for Tribal Leaders to contact their Member of Congress or the highest ranking staff available. This legislation would “significantly advance Congress’s long-standing policy of promoting Tribal Self-Governance”.

Expansion of Self-Governance within DHHS: The group’s overall goals were to re-establish the Self Governance Tribal Federal Work Group. This would allow for more direct consultation of developing initiatives. Additionally the group wanted to develop a demonstration program to allow for more Tribes to participate in the Self-Governance Program.

Carcieri and Patchak: The overall goal for Carcieri (the case highly impacts land-into-trust) is to implement a “clean fix” that would ensure that the Secretary of Interior can take land-into-trust for ALL federally recognized Tribes”. An administrative fix for Patchak (which has opened the door for challenges to trust acquisition to be filed in federal court for up to six years) is to repeal 25 CFR 151.12 and modify the BIA Manual and Land Trust Handbook to make it clear that the Secretary’s decision is not final agency action that interested parties are required to appeal the Secretary’s decision within 30 days. This would limit the time to 30 days for Tribes vs. the 6 years.

Affordable Care Act Implementation:

The Main issue with this is the lack of clarity on the identification of American Indian/Alaska Natives—the group is suggesting to use the Medicaid definition of AI/AN uniformly across “exchanges”. This would ensure that IHS beneficiaries are not penalized for not enrolling in health insurance plans. Other

areas important to Tribes will be Medicaid Expansion, Tribal Consultation for State Health Insurance Exchanges, Section 206 of Indian Health Care Improvement Act and tribes being paid for delivering off plan services (Tribes need to make sure we bill for all services, otherwise we cannot make a claim in the future).

477 Program- Key issues with the 477 Program is that this program authorizes Tribes to combine funds from employment, training, and related programs from various federal sources into a single “477 Plan” approved by the Department of Interior and makes one consolidated budget and a single reporting system. A recent change back in 2008 made it so Tribes could not transfer money through our 638 Compact and also they had to report separately by funding source number for audit purposes. As we do not currently participate in the 477 Program this does not affect us, but is good to know because if this issue is not resolved this is definitely a strong reason not to participate in the program as the reduction in reporting requirements is one of the main reasons why we would want to consolidate our programs, in addition to more centralized services for Tribal Members/Program Recipients.

Thank you for this excellent outreach and educational opportunity. Please feel free to ask me any questions and I would be glad to obtain more in depth information on the subject for you. Yôotva!

Sincerely,
Jaclyn Goodwin

Please note information/activities are for the period of: 11/30/2012 through 12/27/2012.

Action Item(s):

Request consideration of **Karuk Language Restoration Strategic Ten Year Plan**. Pending finalization by Andre Cramblit, Chairman of the Karuk Language Restoration Committee, I will provide you with hard copies of the plan for your consideration.

Request for approval of the following plan for the Coordinated Tribal Assistance Solicitation (CTAS) proposal:

CTAS

The Coordinated Tribal Assistance Solicitation provides Tribes an opportunity to develop a comprehensive and coordinated approach to public safety and victimization issues and to apply to funding in different program areas within the Department of Justice (DOJ).

HISTORY

The Karuk Tribe has applied for the CTAS solicitation for the last two years (CTAS has only been in this form for 3 years). In 2011 The Karuk Tribe was awarded DOJ's Office of Violence Against Women Tribal Government Grant through the CTAS process. In 2012 the Karuk Tribe applied for purpose areas 1(COPS), 6(OVW) and 8(TYP) however was only awarded area 6, The Tribal Government Program OVW.

PROPOSED PURPOSE AREAS

The Karuk Justice System, along with program partners, would like to pursue funding in six or seven of the nine program areas. The program areas are:

1. Public Safety and Community Policing(COPS-Office of Community Oriented Policing Services))
2. Comprehensive Tribal Justice Strategic Planning(BJA-Bureau of Justice Assistance)
3. Justice Systems and Alcohol and Substance Abuse(BJA-Bureau of Justice Assistance)
4. Corrections and Correctional Alternatives (BJA-Bureau of Justice Assistance)
5. Violence Against Women Tribal Governments Program(OVW-Office of Violence Against Women)
6. Or 7. Children's Justice Act Partnerships for Indian Communities(OVC-Office for victims of crime)
9. Tribal Youth Program (OJJDP-Office of Juvenile Justice and Delinquency Prevention)

PLAN OF ACTION

Both Megan Rocha, the new contract Grant Writer, and I will work with the Karuk Justice System to ensure that our application is competitive and reflects the current needs and plans of the Karuk Tribe. In order to meet all purpose area requirements, we will meet regularly with the Karuk Justice System in order to meet the March 19 submission deadline.

Purpose Area 1: Public Safety and Community Policing

FUNDING AVAILABLE \$300,000 over 3 years (approximately 50 awards).

In this purpose area, The Karuk Tribe will seek to fund Department of Tribal Law enforcement with bailiff services to the court that will serve the Karuk Ancestral Territory and ensure the safety of the Karuk people.

Purpose Area 2: Comprehensive Tribal Justice Systems Strategic Planning

FUNDING AVAILABLE: \$75,000 over 18 months (approximately 20 awards)

The Karuk CTAS Grant Proposal will hinge on the over-all vision of the Karuk Justice System that will be described in detail in this purpose area. The narrative will describe the past, present, and future plan of the Justice System. In order to ensure that the description of the Karuk Justice System is accurate, the Justice staff will seek out guidance and input from the Karuk Tribal Council.

Purpose Area 3: Justice Systems and Alcohol and Substance Abuse

FUNDING AVAILABLE Up to \$750,000 over 3 years (approximately 25-35 awards)

In this purpose area, the Karuk Justice System will work in partnership with the Alcohol and Substance Abuse Program Director (Kristen Aubrey) to develop a comprehensive wellness court that will serve Karuk People. In order to ensure a competitive proposal, meetings between the Justice System and the Alcohol and Substance Abuse program will have to occur regularly.

Purpose Area 4: Corrections and Correctional Alternatives

FUNDING AVAILABLE Up to \$150, 00 for planning grant (3 years) OR 1 million dollars for construction (approximately 4 awards)

In this purpose area, the Karuk Justice System will seek funding to plan and construct a Multipurpose Justice center that will serve as a central location for the Tribal Court and all related justice and youth programs.

Purpose Area 5: Violence Against Women Tribal Governments Program

FUNDING AVAILABLE up to \$450,000 over three years (approximately 60 awards)

The Karuk Tribe currently has funding for this program. We seek to continue funding, which is used to support the staff and program implementation of the Pikyav D.V. Services Program and Transitional House.

Purpose Area 6 or 7: Children's Justice Act Partnership for Indian Communities

FUNDING AVAILABLE \$450,000 over three years (approximately 6-8 awards)

The Karuk Justice System will work with the Karuk Community Development Corporation to offer and support services to victims of violence, increasing support for and alleviating trauma to victims of child abuse.

Purpose Area 9: Tribal Youth Program

FUNDING AVAILABLE Up to \$500, 00 over 3 years (approximately 12-15 awards)

The Karuk Justice System will seek funding for the existing Tribal Youth Program which includes the 7th Generation Mentorship Program and the Karuk Girls Circle (Daughters of Tradition). The Justice System will continue to partner with the Yreka Union High School District, Happy Camp High School, Happy Camp Elementary and Jackson Street School to leverage Title 7 dollars to continue our work in the schools. It is anticipated that new partnerships with the Probation Departments in Humboldt and Siskiyou County will be formed to provide services for youth who are at risk of entering the Juvenile Justice System.

Projects:

KCDC: Happy Camp and Orleans Workforce Development Trainers and Computer Center Coordinators Emma Lee Johnson and Bari Talley and I have decided to move forward with the **Corporation for National and Community Service (CNCS): AmeriCorps State, National and Indian Tribes Planning Grant.** The purpose of a planning grant is to support the development of AmeriCorps programs so that KCDC can better prepare to compete for the more equitable AmeriCorps program grant in the following grant cycle. Funded can be up to \$50,000.

Education Department: Ducayne Arwood, Education Coordinator, has called for his committee to brainstorm for ideas on the **Indian Education—Demonstration Grants for Indian**

Children. This program is designed to improve the education opportunities and achievement of children by developing, testing, and demonstrating effective services and programs. We will move forward with a proposal that will enhance the school readiness of 3 & 4 year old Tribal children so they can succeed in elementary school, and enhance high school students' educational experience and achievements so they can succeed in college. Age specific and culturally-appropriate project activities will be proposed.

KARUK LANGUAGE:

Unfortunately, the revised objectives to the **ANA Native American language Preservation and Maintenance** grant for FY 2013 have not received the support of all the members of the Karuk Language Restoration Committee (KLRC). These objectives leaned heavily upon the objectives of the rejected 2012 ANA proposal, but had been modified to make compensation for critique points made by the ANA proposal readers, and to incorporate the wishes of the attending KLRC members of the November 30, 2012 meeting held in Orleans, as agreed. The meeting was held in order to facilitate the finalization of the Karuk Language Strategic Plan and to solicit support for the ANA proposal, with a submission deadline of January 30, 2013. In attendance were the Chairman, Andre Cramblit, Julian Lang, Lynn Risling, Clarence Hostler, David Tripp, Crystal Richardson, Jim Richardson, Jim Ferrara, and Jeanerette Jacups-Johnny.

As of December 21, I have notified members of the KLRC of the lack of support for this proposal by key stakeholders and have asked them to give me instructions on how they would like to proceed.

Meetings Attended:

11/30/2012 – Karuk Language Strategic Planning Meeting in Orleans.

12/03/2012 – Staff Meeting

12/05/2012 – Meetings with Tiffany Ashworth, Craig Tucker, Crystal Bowman and Toz Soto in Orleans on 2013 ANA Environmental Regulatory Enhancement grant

12/13/2012 – Heath Board Meeting in Happy Camp

12/18/2012 – Computer Center and Workforce Development Meeting

12/18/2012 – Education Committee Meeting

12/18/2012 – Tribal Justice Meeting on CTAS funding

Tribal Council Report
Karuk Tribe Department of Transportation
Council Meeting: December 27, 2012

Submitted by: Sandi Tripp, Director of Transportation

Date: December 20, 2012

Tribal Transportation Program News

Last month Tribal Council approved our FHWA Program Agreement. With this Agreement we have begun a relationship with our funder under the new transportation legislation entitled “Moving Ahead for Progress in the 21st Century Act” (MAP-21).

Noted aspects of our PA are as follows:

- Transferring, to the Tribe, the functions and duties of the Secretary of Interior with respect to Chapter 2 of Title 23, USC, and other duties as identified under MAP-21 and 25 CFR Part 170.
- Carry out the FHWA statutory requirements outlined in Section 1119 of MAP-21 to maintain and improve FHWA’s unique and continuing government-to-government relationship with and responsibility to the Tribe.
- Provide the Tribe, under the Referenced Funding Agreement (RFA) our Tribal funding formula share as outlined in MAP-21 and 25 CFR Part 170, thus allowing us to implement all functions of the Tribal Transportation Program.

STAGE Transit Project

I met with the Siskiyou County Transportation Program Executive Director this month and we have identified the basic changes that need to occur for our new Transit Agreement. I have requested a coordination meeting and have comments ready for development of the draft Transit Agreement that I expect to have for review in late January 2013.

As noted in last months Tribal Council report, at the National Tribal Transportation Conference in November, I attended a meeting with the Federal Transit Administration (FTA) on the new Tribal Transportation Program that was approved in MAP-21. The FTA Tribal Transit 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. If our funding is sufficient enough we will be able to either continue funding the current transit program with STAGE or start our own transit service. I have contacted and briefly spoke with Lorna Wilson, Director of the FTA Tribal Transit Program. I explained our transit needs and how we are currently funding our Transit Program. I conveyed our need for formula funding to enhance and/or continue our transit services. Ms. Wilson has promised to review the program protocols and contact me back in early January 2013. I will share all relevant information that I receive from Ms. Wilson with Council as it becomes available.

Red Cap Bikeway

We are currently in the environmental compliance process for the Red Cap Bike Way Project and LACO Associates has submitted a Preliminary Environmental Study (PES) and Area of Potential Effect (APE) Map for my review and submission to the County of Humboldt and Caltrans. These two documents will allow us to move forward and complete the

environmental process and our preliminary design plans, which I estimate to be fully completed by the end of January 2013.

I will share all relevant information regarding this project with Council as it becomes available.

Happy Camp Streetscapes (Complete Streets Project)

I am currently working with Lumos and Associates, as well as a newly appointed Caltrans Engineer, to develop the preliminary design for this project. I have confidence that as we move this project along and stay engaged with Caltrans, at the NAAC meetings and other relevant forums, we will see this project come to fruition. I will share all relevant information with Tribal Council as it becomes available.

KCDC/KTHA Parking Facility

As noted in last months Tribal Council report, this project is currently moving through the environmental compliance process. On December 4, 2012, I attended the KRAB and presented this project and a request by our previous THPO to have an Archaeologist review of this project site. Once the KRAB had opportunity for a project review they determined this project did not need an Archaeological review. I received a letter from Jaclyn Goodwin, our current THPO, stating the KRAB final project review determination, which I forward on to FHWA. I have now received notice by FHWA that this project is eligible for a Categorical Exclusion (CE). I expect to receive the CE documentation for my file in early January.

In a parallel process, the PS&E (Plans, Specifications & Estimates) is near completion and I am working with PP&L to begin relocation of existing on-site utilities. I will share all relevant information with Tribal Council as it becomes available.

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:

- Speed Hump – Construction project inspection and monitoring
- 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
- Reviewed select routes to identify maintenance and project needs

Action Items:

Action Item #1 – Requesting out of state travel to attend a Tribal Transportation Program Coordinating Committee (TTPCC) meeting in Albuquerque, NM 1/28 to 2/1/13.

Tribal Transportation Program Coordinating Committee (TTPCC) meeting – January 29-31, 2013

December 20, 2012 By [msiedenburg](#) [Leave a Comment](#)

With some team effort, meeting rooms have been confirmed for the TTPCC meeting scheduled the week of January 29th. Please forward this information to the committee members. Thank you!

Conference rooms confirmed for January 29-31, 2013:

Main Meeting room:

January 29, 30, and 31, 2013 (Tues-Thurs) 100-130 people; Classroom Style

Manuel Lujan, Jr. Indian Affairs Building (BIA 2)

1011 Indian School Road NW, 2nd Floor, Room #234

Additional Breakout rooms:

January 30 and 31, 2013 (Wed.-Thurs) 10-15 people

Pete V. Domenici Indian Affairs Building (BIA 1)

1001 Indian School Road NW, 2nd Floor, Room #250

January 30 and 31, 2013 (Wed.-Thurs) 10-15 people

Pete V. Domenici Indian Affairs Building (BIA 1)

1001 Indian School Road NW, 3rd Floor, Room #329

Thank you.

Rosina Carrion

Program Support Specialist, BIA Division of Transportation

1001 Indian School Rd. NW #227

Ph: 505-563-3321

Fax: 505-563-3046

Rosina.Carrion@bia.gov

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**DEPARTMENT OF NATURAL RESOURCES
TRIBAL COUNCIL REPORT
December 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 began to be monthly in November and will continue through February to be collected at this frequency.
2. Fish Disease sampling continues to be collected every week, a project in cooperation with the Yurok Tribe and Oregon State University.
3. Sampling for bacteria in the mainstem Klamath and tributaries will be weekly through the winter months.
4. Datasondes deployed and calibrated every two weeks at selected location, Iron Gate, mainstem above Shasta and Salmon River through the winter month. Other mainstem locations have been pulled and will be sent to manufacturer for annual maintenance.
5. Data entry has begun now that the field season is less demanding.

Water Quality Meetings and Trainings

Water Resources Coordinator:

1. Attended the following Teleconferences
 - a. Interim Measures and Conditions #15, annual water quality monitoring, discussed 2013 season and wrap up on 2012 season.
2. Attended ANA budget grant discussion with Craig, Toz and Tiffany to review the ANA grant, tasks, narrative descriptions etc.
3. Attended Regional Tribal Operations Committee meeting in SF with Michael Thom and Carley Whitecrane.
4. Attended Cyanotoxin Workshop in Berkley, researchers from around California presented current studies being implemented.
5. Attended US Secretary of Agriculture public meeting in Weaverville.

State and Federal Processes

None.

Administrative

Water Resources Coordinator:

Grants

1. Continued developing workplan and budget for the ANA proposal to be submitted by Craig. Workplan includes Treatment in the Same Manner as the State and Real-Time Datasondes for Scott and mainstem sites.
2. Editing the BOR funded Tribal Water Quality Workgroup Proposal for financial approval.
3. Began developing a heavy metal and pesticide proposal to expand Karuk water quality program to include these parameters.
4. Developed tribal water quality workgroup proposal for GAP grant submission.
5. Developed, edited and submitted the Kier and Associates contract to finance and then to Council for approval at December meeting. The contract will cover tasks prioritized by the Klamath Tribal Water Quality Workgroup (Yurok, Hoopa, Karuk, Resighini and Quartz Valley).

Reporting

None.

Miscellaneous Tasks

1. Organized all office files, monthly Council report, paid all invoices to date, procurements and submitted mileage logs and travel requests and/or receipts.

KLAMATH CAMPAIGN COORDINATOR/ Craig Tucker

Summary

- **KBRA amendment process progressing**
- **Hoopa Media efforts need response**
- **Scott River, meeting with Secretary of Agriculture**
- **Shasta litigation update**
- **DFG fish flow assessment process for Scott and Shasta**
- **Action items**

KBRA amendment process progressing

All 41 KBRA signatories are considering amendments to the KBRA, namely to extend the deadline for passing congressional legislation in order to prevent the Agreement from expiring. As of this writing only 3 parties have failed to act: two small irrigation districts and the Klamath Tribes. The Klamath Tribes must approve the amendments by referendum. We will know the results of this vote by December 18.

Hoopa Media efforts pose risk

From my previous council report:

“The Hoopa Tribe continues to “poor it on” in the media bashing the Klamath Agreements despite the current crisis created by dams and poor main stem flows. Hoopa continually allege that the Klamath Agreements undermine or somehow provide lower river flows than what is needed. Hoopa fails, however, to provide a significant technical argument focused on the KBRA flow plan.

I believe the real reason the Hoopa oppose the KBRA is found on their website’s diatribe against the agreements when they state, “...*the estimated \$1 billion price tag for the KBRA likely will divert funds from the already under funded Trinity restoration program. (For example, the FY 2010 budget is \$11.02 million, \$6.4 million below the Program requirements.)*”

The KBRA provides recourse for the Tribes if the United States fails to fully fund the Agreement, i.e., the Karuk, Yurok, and Klamath Tribes commitment to not file additional litigation or senior water rights claims against the US is waived in the event that the KBRA restoration programs are not fully funded and dam removal is not carried out. The Hoopa failed to negotiate a similar provision in the Trinity ROD. Thus, it appears to me that the Hoopa does not want to see money spent restoring the Klamath out of fear that it would somehow affect Trinity funding. There is no indication that this would actually be the case.

In the media, the Hoopa do not make this point, instead deriding the Agreements as leading to the destruction of the Klamath fishery and “termination” of tribal rights. Neither of these statements is based on the facts of the matter. The Settlement Parties must continue to counter Hoopa’s claims in the media or else they will begin to be publicly accepted as truths. There are no better spokesman on this issue than elected tribal leaders.”

Although Hoopa has failed to convince lawmakers and policy makers of their arguments, they have increased their public relations efforts. Their barrage of editorials in a wide range of media outlets have generally not been responded to by KBRA supporters. I believe that failing to respond and challenge Hoopa’s misleading and factually flawed arguments poses a risk to our success. In the past, Karuk has played a leading role championing the Agreements in the media and we must continue to press our case until legislation passes. Otherwise, I fear that Hoopa’s arguments will gain traction and turn the grass roots against the Agreements.

I will propose a media plan at the January 8 DNR/Council meeting for the council to consider.

Scott/Shasta River

Bill Tripp and I attended stakeholder meeting with Agriculture Secretary Vilsack last week in Weaverville. I spoke to the failure by USFS to defend its water right on the Scott River and hand delivered a copy of our correspondence with USFS over past 2 years. I plan to follow up with Fred Clark, Tribal Relations Officer in DC for USFS, this week.

We have not received any response to our last letter to Region 5 Forester Randy Moore.

CA DFG has initiated a public process that is intended to lead to a flow study for Scott and Shasta. I have lodged a complaint with DFG citing the newly released Tribal Consultation Policy adopted by CA Natural Resources Agency. I expect to have government to government meetings with DFG on the matter early in the new year.

Shasta Litigation

Our experts and Toz Soto have taken site visits to MWCD's diversion structures and the property of several private landowners. MWCD is dragging their feet when it comes to having our experts meet with their experts to discuss implementable solutions. I will provide updates as things happen.

Action Items

- Approval of contract modification for Tom Cannon, consultant for our Scott and Shasta technical reviews
- Approval of sole source contract for ICFI for Shasta fish population modeling

FISHERIES PROGRAM/Toz Soto

The Fisheries Program is working on fall field projects that include the annual Chinook and coho salmon spawning surveys. The Chinook run this year was the highest ever recorded since the surveys began in the early 1990's. The Shasta River salmon run was estimated to be over 30,000 fish. Most fisheries managers agree the large run was in part due to an abundance of food resources available in the ocean in combination with good juvenile production from our local rivers. The large run also posed a major challenge for our surveys crews who spent long days processing salmon carcasses for biological information. The surveys were extended an extra two weeks in most streams due to the abundant run size.

The coho spawning surveys are currently under way and occurring mostly on small tributaries such as Seiad Creek, Titus Creek, Independence Creek, SF Clear Creek, China Creek and Aikens Creek. Coho surveys are always challenging due to the cold wet

weather and high stream flows. Our crews have found at least two adult coho salmon carcasses with PIT tags that were originally tagged by our crews back in 2010 when the fish were juveniles. So far we have detected 16 PIT tagged adult coho using our remote detection systems. This information is extremely valuable for understanding what factors in a fishes life allow it to survive to return and spawn. Our study is focusing on juvenile fish and looking at growth rates and movements between different streams and rivers. Most importantly our study is evaluating these factors as it related to the management of Klamath River flows and habitat restoration.

Our staff is also participating in the Middle Klamath River Restoration Planning Collaborative. This group is composed of agencies, non-profits and the Tribe. The group is collaboratively developing a restoration plan which should guide future fisheries restoration actions. The group has been meeting over the past three years and has finally released their draft plan. The plan prioritizes restoration actions needed for salmon recovery.

Other planning actions include involvement with the Mainstem Klamath River Fall Flow Variability Program. This program was developed as part of the Bureau of Reclamation's requirement to release fall flows under a real-time type scenario. Basically, the goal is to release water during the fall from Iron Gate Dam in response to rain storm events to mimic natural rises in river flows. Our studies of coho salmon and fish disease all indicated that flow variability is important for juvenile fish movement into over-wintering habitats and for disrupting the life cycle of fish diseases. Overall, it's a major step toward acknowledging that our river is dynamic and flows should go up and down with rain fall events.

For more information regarding the Fisheries Program please contact Toz Soto at 627-3116 or tsoto@karuk.us.

ENVIRONMENTAL EDUCATION PROGRAM/Jeanette Quinn

Fall Salmon Surveys/Fisheries Biology & Water Quality. Happy Camp Elementary 6th-8th graders surveyed a reach on Elk Creek near Twin Creeks on November 16. Mike Hentz, US Forest Service, co-led the survey with me. Because of high water flows in the creeks, I took a group of Happy Camp Elementary 6th-8th graders to the US Forest Service Office for a lesson in the Visitor Center on November 30. Students viewed the fish in the aquarium there, watched a video of salmonids spawning in local creeks (courtesy of Toz Soto and Karuk Fisheries), learned how water quality affects salmonids, and participated in a fish ID quiz. This activity concluded the Fall Salmon Surveys for students.

Native Plants/Ethnobotany Studies/Professional Development. I attended a mushroom workshop at Sandy Bar Ranch on November 18 to learn about local, native mushrooms. At the workshop I learned that 317 species had been identified over the last

few years that the workshop has taken place. This year 8 more species were found, bringing the total local species to 325.

On December 7 I assisted Jillienne Bishop, Education Coordinator, Mid Klamath Watershed Council (MKWC), with a field trip for the 8th grade class from Happy Camp Elementary. Students collected willow cuttings along the Klamath River, then traveled to one of MKWC's Seiad Creek Off-Channel Pond Project sites on private property along the creek. Students planted native trees around the pond and made brush bundles to place in the water to provide cover for the fish.

On December 11 I assisted Jillienne Bishop with another field trip to a second MKWC Seiad Creek Off-Channel Pond Project site. The 6th/7th grade class from Happy Camp Elementary gathered willow brush at the site, made brush bundles to put in the pond, listened to a presentation by a graduate student who has been studying Coho in the pond sites, looked at fish Karuk Fisheries crew members caught in a fyke net in the pond, and planted native trees around the pond.

The purpose of the project is to restore Coho and other juvenile salmonid rearing habitat along Seiad Creek. It is being carried out in collaboration with Karuk Fisheries and Happy Camp schools.

ECO-CULTURAL RESTORATION SPECIALIST/Bill Tripp

I have been participating on conference calls for the Cohesive Strategy for Wildland Fire Management, I also filled out the stakeholder engagement form for the development of the Western Region Implementation Plan. Work on this has slowed until the second week of January.

I met with Dan Sarna with US Berkeley to discuss the direction of his dissertation. It seems that he may focus on 2 watershed scale management planning approaches and contrast that against a larger "fireshed" scale planning concept that takes the ECRMP, Orleans/Somes Bar CWPP and Klamath LRMP to show the benefits/barriers of planning at different scales.

I attended the Mid Klamath Restoration Partnership Meeting and discussed the Departments ongoing efforts to engage in and inform the future of upslope management strategies, and how they relate to the USDA grant, North Pacific Landscape Conservation Cooperative Grant, and Karuk UC Berkeley Collaborative efforts, as well things we need to consider in implementing the Cohesive Strategy.

I attended the KCDC Planning Meeting rewrote the protocols for the KCDC/DNR interactions regarding the Fire and Fuels Program. I modified the project tracker to reflect the approved policy and COLA. I am still waiting on a response to some questions, but at a minimum we need to get the Project Tracker finalized and determine if it is going to be a crew responsibility or KCDC responsibility to fill out the project tracker workbooks for accurate fiscal accountability as soon as possible. If this program is going to be successful, we need to complete this project by February 15th and cannot start without a project tracker in place. I requested a date of December 20, 2012 (10 working days) for responses in regards to progressing on getting things in place for this

program. I also applied for and was sworn in as a member of the KCDC Board of Directors.

I have been attending KRAB meetings and met with Bill Rich about the MKWC amphitheater project, I believe we came up with some solid recommendations on how to proceed with the project while mitigating potential impacts to Cultural Resources.

I had a discussion with Amos in regards to the Yurok Legislation proposal, I do not believe cultural integrity should be a key factor in our decisions on the subject. The Aikens Creek area has always been an intertribal multiple use are, however the Coyote Stories about the area define our territorial boundary and that should not be skewed, there is some ambiguity in the resolution defining the boundary but it must follow the path Coyote took in bringing the Deerskin Dance downriver to the Yurok's in order to maintain cultural integrity. As far as the training grounds are concerned, collaborative learning and cooperative management in the area should be held to a definable area south of bluff creek or at a maximum confined to the bluff creek watershed. We should double check how we have defined our exclusive use area for consistency or needed modification.

I also attended the summit meeting with the Forest Service and project coordination meeting. I have been unable to dedicate time to development of the Forest Service Gov.-to-Gov. consultation MOU, and with recent developments regarding the interagency MOU for Sacred Sites management and the Forest Service request to develop a stewardship agreement for the Katimiin Cultural Management Area, I believe it may be more appropriate to shift this focus to a Master Stewardship Agreement, and a Supplemental Project Agreement, in combination with NGO partnership agreements so as to exercise our right to exclusion of others and take a tribally driven approach to invitation only collaborative management. Internal discussions on the subject will likely begin soon between DNR and Self-Governance.

WATERSHED COORDINATOR/ Earl Crosby

Watershed Program Activities

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

- 1) Attended November KRAB Meeting
- 2) Tribal/USFS Summit 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 finished out the season in the Camp Creek watershed. For the active season we were able to decommission 14.53 miles of roads and achieve a sediment savings of 14,139 cubic yards.

- 4) Continued coordination regarding the West Ishi-Pishi Transportation Plan.

Funding

- 1) We submitted a proposal in the amount of \$150k for the EPA 319h Tribal Grant.
- 2) Submitted pre-proposal in the amount of \$250k for the California Non-Point Source Program. We were invited back to submit a full proposal which will be submitted for review before the submission deadline of Jan. 24, 2013.
- 3) Another pre-proposal was submitted to the North Coast Integrated Water Management Plan-Prop. 84 in the amount of \$300k.

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

Earl Crosby
Watershed Restoration Coordinator

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

EPA PPG

- Meeting the PPG Grant Program Objectives
- EPA Tribal Region 9 Conference 11/25th-29th
- Updating GAP Workplan
- Contractor invoice tracking
- Process invoices from consultants
- Prepare contracts/documents for Council review/approval

Energy Program

- Preparation for installation & delivery of commercial gas range 12/12/12
- Extension granted, Contract approved, awaiting signed returned copy to begin Karuk DNR complex project
- Fiscal training in Happy Camp

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, or 530-627-3446 x 3016, or Carlotta Whitecrane cwhitecrane@karuk.us, or 530-627-3446 x 3014.

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

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

Orleans Medical Clinic

39051 Highway 96
Post Office Box 249
Orleans, CA 95556
Phone: (530) 627-3452
Fax: (530) 627-3445

AGREEMENT #11-C-045

ADDENDUM #4

**Between
Karuk Tribe
And
GeoEngineers, Inc.**

This addendum is to extend the existing contract to December 31, 2013. All other terms and conditions will remain the unchanged.

GeoEngineers, Inc.

Michael K. Homza
1525 South David Lane
Boise, ID 83705

Signature/Date

TIN/SSN: 91-5237981

Karuk Tribe

Russell Attebury
94236 Second Avenue
Happy Camp, CA 96039

Signature/Date