

**KARUK TRIBE
COUNCIL MEETING AGENDA**
Thursday, April 24, 2014, 3 PM, Yreka, CA

A) CALL MEETING TO ORDER – ROLL CALL

AA) PRAYER / KARUK TRIBE MISSION STATEMENT

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

CH) APPROVAL OF THE AGENDA

EE) APPROVAL OF THE MINUTES *(March 27, 2014)*

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

1.

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

1.

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

1. Scott Quinn, Director of Land Management (written report)
2. Sandi Tripp, Director of Transportation (written report)
3. Leaf Hillman, DNR Director (written report)
4. Lester Alford, TANF Director (written report)
5. Emma Lee Perez, Grant Writer/Resource Developer (written report)
6. Tom Fielden, Emergency Preparedness Coordinator (written report)
7. Erin Hillman, KTHA Director (written report)
8. Jaclyn Goodwin, Self-Governance Coordinator (written report)
9. Sammi Offield, Contract Compliance Specialist (written report)
10. Laura Mayton, Chief Financial Officer (written report)
11. Dion Wood, TERO/Childcare Director (written report)
12. Julie Burcell, People's Center Coordinator
13. Charles Seaten, KCDC Operations Manager (electronic report)
14. Le Loni Colegrove, HR Manager (written report)
15. April Attebury, Tribal Court Administrator (written report)
16. Daniel Goodwin, Maintenance Supervisor

II.) REQUESTS *(Five Minutes Each)*

1.)

K) PHONE VOTES *(Five Minutes)*

1. Request approval of contract 14-C-066 between the Karuk Tribe and Nell Sakota for the Basketweavers Gathering. Passed.
2. Request approval of the revised Director of Natural Resources and Environmental Policy. Passed.
3. Request approval of the revised FNP/PA position description. Passed.
4. Request approval of resolution 14-R-031 authorizing a limited waiver of sovereign immunity for Dougherty Funding LLC. Passed.
5. Request approval to pay Hospice Care for Tribal Member AA for estimated (7) days. Passed.

M) INFORMATIONAL *(Five Minutes Each)*

N) COMMITTEE REPORTS *(Five Minutes Each)*

- 1.

OO) CLOSED SESSION *(Five Minutes Each)*

1. Enrollment (dinner break)
2. Sylvina Logan
3. Elaine Randolph
4. Shannon Clymer
5. Renae Parton
6. Sammi Offield
7. Barbara Snider
8. Tribal Council Members

P) SET DATE FOR NEXT MEETING *(May 22, 2014 at 3 PM in Happy Camp, CA.)*

R) ADJOURN

Karuk Department of Tribal Lands Management

April 24, 2014 Council Report

Scott Quinn – Director
March 20, 2014 to April 17, 2014

1. Land

- A. We have received the final report for the clean of the Yreka property we have in Escrow. We should close escrow soon.
- B. I have received numerous phone calls and talked to tribal members regarding allotments, the Cobell Settlement, and probate thru the BIA.
- C. I've scheduled an appointment for an appraiser to appraise the old Rustic Inn property.
- D. On 4/10/14 I participated on a conference call with KTHA regarding Fee to trust Applications.
- E. On 4/4/14 I attended a KRAB Meeting in Orleans. As a result of that meeting I produces a map with a buffer along the Klamath River and sent to the KRAB for review before I make more.
- F. I attended a Management Team Meeting on 4/8/14.

2. OTHER CASINO

- A. I've been participating in conference calls with the gaming committee and our legal Counsel.
- B. I drafted the 4 Exhibit Maps for the City of Yreka IGA.
- C. I reviewed, commented on, and summarized 4 water and wastewater studies for the casino.
- D. On 3/27/14 I participated in a conference call with the City of Yreka to negotiate the Casino IGA and discuss the TEIR traffic Study.
- E. On 3/4/14 Jaclyn, Michael Thom, and myself met with the Siskiyou County BOC at a public meeting.
- F. I drafted a Traffic Mitigation Agreement for Caltrans.
- G. I reviewed and commented on the proposed Siskiyou County IGA's.

3. OTHER

- A. Processed rentals for the White Mtn. Estates MH Park in Yreka.

4. APPROVALS

Tribal Council Report
Karuk Tribe Department of Transportation
Council Meeting: April 24, 2014

Submitted by: Sandi Tripp, Director of Transportation
Date: April 17, 2014

Tribal Transportation Program

Congress recently held a hearing to discuss MAP-21 Reauthorization. Noted in the hearing was the growing alarm over the fact that the Congressional Budget Office has revised its earlier estimate and now states that the Highway Trust Fund, which finances the Tribal Transportation Program and highway and mass transit programs in every state – is running low on cash reserves and that without an infusion of billions of dollars this summer, there could be dire consequences. The impact to the national economy from a bankrupt Highway Trust Fund would be very significant for the whole Country. For the Tribal Transportation Program, which is almost exclusively federal appropriations we would definitely feel the effects.

Now the pressure is on for Congress to make some critical decisions, as they noted urgency of action to immediately shore up the Highway Trust Fund, by increasing the federal fuels and diesel fuels tax; although, increased taxes are not usually an option in this Congress. All we can do is hope that they will find a solid funding source for the Highway Trust Fund Account.

With all this being said we have an uphill battle in moving our Tribal Transportation Provisions proposed for inclusion in the Highway Reauthorization Legislation that was developed by the Tribal Transportation Unity Caucus and the Nation Congress of American Indians and Intertribal Transportation Association. I am glad to say that we have an advocate in the firm of Sonosky, Chambers, Sachse, Endreson & Perry, LLP moving our position through the Congressional committees in Washington, D.C.

I have attached the above named document to this Council Report for your review and I would be glad to present a full overview of Transportation Program goals to Tribal Council at your convenience.

Tribal Transportation Improvement Program

As noted in previous reports, I am currently in the process of developing a Tribal Transportation Improvement Program (TTIP) for FY 2014-2019. To review the process: An eligible TTIP project must adhere to multiple requirements of which one of the most important, is that the project route must be on the “Official TTP Inventory”. This status is attained through a lengthy process with the Bureau of Indian Affairs (BIA); where the BIA reviews, enters and provides the Tribe the Official TTP Inventory by November 1st of each calendar year.

Once the BIA forwards the TTP Inventory list I would be able to complete the FY14 TTIP and forward it with supporting documents for internal and Tribal Council review and approval. FHWA will be the next step in submission of the Karuk Tribe TTIP and once approved and we will be able to allocate funds to new Karuk Tribe Transportation Program projects.

To clarify, we do have a current Official TTIP that identifies current and upcoming priority projects; this new TTIP will allow us to update the current TTIP with new projects.

Update 4/17/14: As noted last month the BIA lost our 2013 TTP Inventory Update.....I resent the documents to them and they promised to speed up the process and get our Update completed. While in the TTPCC in Albuquerque last month I was able to speak with the National TTP Inventory Director and explain the events of our lost inventory. While in conversation the Pacific Region Engineer engaged us ensuring that he would move our priority routes forward to Official status. Since that meeting, I have not been contacted by the BIA Pacific Region. In a thorough review of our TTP Inventory I have noted multiple inconsistencies and find that the BIA is not maintaining our Inventory satisfactorily. I have contacted the BIA Regional Office, in Sacramento and requested a face to face meeting to review their handling of our TTP Inventory. I will share all relevant meeting information with Tribal Council as it becomes available.

Long Range Transportation Plan Development and Safety Plan Development

As noted in last month's report, we will be developing a Tribal Safety Plan and a Long Range Transportation Plan (LRTP) through a coordinated effort with WHPacific, Inc.

Safety Plan Development: The Safety Plan is developed through a process of analyzing issues of safety on and adjacent to Tribal properties. We are reviewing our Transportation facilities as well as other owner's facilities for issues of safety. We will also identify statics of probable causes in all crash data and anecdotal information that may be available. Through this process we will then identify and prioritize projects. Once prioritized we will move forward on fund development and project implementation to improve safety for all users.

Long Range Transportation Plan Development (LRTP): I expect the LRTP development process will be very complex. Our formal Kick-Off Meeting was on March 11, 2014 in Happy Camp. At that meeting we reviewed all the particulars of a LRTP, as noted in 25CFR, Part 170, and also the elements of the plan that will be exclusive to *our* LRTP. The team also discussed the division of labor for this process, relative to the proposed scope of work and budget. The project will involve considerably less field work than originally planned, as we have updated our road inventory on an annual basis. Consequently, it is not necessary for WHPacific to GPS routes or conduct traffic counts.

Jill Beckmann came to our meeting and worked with WHP's GIS / Mapping team member, to create the necessary maps for the Long Range Transportation Plan document. WHP will create route and exhibit maps for all routes, whereas Jill will prepare the more general overall Tribal maps (e.g. facilities map, etc). I am very appreciative of Jill's assistance in this process. I will begin the process of engaging assistance from the other relevant Karuk Tribal Departments to collect information pertinent to Long Range Transportation Plan development.

We reviewed and referenced other Tribal LRTP's as models to identify similar issues and develop sections that other Tribes have identified in their plans. I definitely envision the Long Range Transportation Plan serving as the "go to" document for building and maintaining our transportation infrastructure. Additionally, the LRTP will serve as a tool for other agencies to reference in their own planning endeavors and in potential partner projects.

During this planning process we will conduct community meetings in Yreka, Happy Camp, and Orleans. WHPacific will participate in these meetings to gather relevant community concerns and visions for the future. We will involve Caltrans in the planning process and organize one or more meetings with Caltrans. I really look forward to developing this strategic planning document and I will advise Tribal Council of upcoming meetings and milestone accomplishments in this process.

Red Cap Bikeway (RCBWP)

As noted last month, the County of Humboldt has provided construction estimates for the RCBWP. We currently have a \$1.16 million dollar short fall for construction of this project. Although that seems enormous, I expected a large short fall and I have a plan for funding this project.

As you may recall, I recently presented and Tribal Council approved Consultant Contract #14-C-054 with Green DOT Transportation Solutions to assist the Karuk DOT in the development of an Active Transportation Program (ATP) Application for funding. The call for projects was announced on March 21, 2014 and project applications are due to the CTC on May 21, 2014. We are currently on track to ensure a timely submission of the ATP Application. I will be meeting with our Consultant and the County of Humboldt on April 18, 2014, to coordinate the process of application development, County formal approval of the application and coordination for submission to the funder. I will share all relevant meeting information with Tribal Council as it becomes available.

Orleans Wellness Cnt – Asip Road Parking Facility Project

On April 10, 2014 I met with Josh Wolf, of GHD, Inc. to completed design revisions, a project schedule (**See Attached**) and the contract development stage for this project. On April 15, 2014, I worked with Sammi Offield, and coordinated the posting of the Request for Bid for the OWC Parking Facility Project. The Pre-Bid Meeting is scheduled for April 21, 2014 at 10:00am at the project site. Bids will be accepted through May 2, 2014 at 4:00PM at which time we will open and review the sealed bids to ensure compliance. This process is on the fast track to ensure we are able to complete construction within the set field season. I will share the final project design plans with Council at the upcoming Tribal Council Meeting.

I would like to respectfully request a short meeting with Council on May 8, 2014, before the Health Board Meeting, to present and request approval for the Contractor selected to implement this project.

Transportation Maintenance

Bucky Lantz, Lead Roads Maintenance Worker and his crew member(s) have 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:

- Assembling and installing Transit Shelters in Yreka, Happy Camp and Orleans, **GOOD JOB Bucky and James!**
- Repair of vandalized bus shelter on Jacobs Way in Happy Camp
- Emergency Fire FEMA Project Implementation

- Crack Sealing will begin late May 2014 in the Yreka area
- Ongoing Roadway winterizing and removal of roadside vegetation in Orleans area routes within the KTHA housing complex.
- Ongoing gutter and DI maintenance on all Tribal routes including Yreka, Happy Camp and Orleans
- Ongoing equipment maintenance and repair
- Ongoing route review to identify maintenance and project needs

No Action Items at this Time

Request: Orleans Wellness Cnt – Asip Road Parking Facility Project

I would like to respectfully request a short meeting with Council on May 8, 2014, before the Health Board Meeting, to present and request approval for the Contractor selected to implement the above named project.

Attached Informational(s):

- Tribal Transportation Provisions proposed for inclusion in the Highway Reauthorization Legislation
- Orleans Wellness Center Project Timeline

APRIL 14, 2014 DRAFT

TRIBAL TRANSPORTATION PROVISIONS PROPOSED FOR INCLUSION IN THE
HIGHWAY REAUTHORIZATION LEGISLATION

BY THE
TRIBAL TRANSPORTATION UNITY CAUCUS
THE NATIONAL CONGRESS OF AMERICAN INDIANS AND THE
INTERTRIBAL TRANSPORTATION ASSOCIATION

1. (d) Increase funding for the Tribal Transit Program:

- Discretionary funding increase to \$10 million in FY 2015 with annual \$5 million step increases to \$35 million in FY 2020;
- Formula funding increase to \$35 million for FY 2015 with annual \$5 million step increases to \$60 million in FY 2020;
- Ensure established tribal transit programs receive formula funding that is no less than the highest amount of operations funding received since the creation of the Tribal Transit Program in FY 2005.

COL. 1	COL. 2
<p align="center">Proposed Legislation</p>	<p align="center">MAP-21 statutory provisions as modified by proposed Legislation (Col. 1)</p>
<p>§ 5311. Formula grants for rural areas</p> <p align="center">* * *</p> <p>(c) APPORTIONMENTS.— (1) PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS.—Of the amounts made available or appropriated for each fiscal year pursuant to section 5338(a)(2)(E) to carry out this paragraph, the following amounts shall be apportioned for grants to Indian tribes for any purpose eligible under this section, under such terms and conditions as may be established by the Secretary:</p> <p>(A) The following amounts shall be distributed on a competitive basis by the Secretary for each fiscal year:</p>	<p>Section 20010 of Pub. L. 112-141 is amended as follows:</p> <p>§ 5311. Formula grants for rural areas</p> <p align="center">* * *</p> <p>(c) APPORTIONMENTS.— (1) PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS.—Of the amounts made available or appropriated for each fiscal year pursuant to section 5338(a)(2)(E) to carry out this paragraph, the following amounts shall be apportioned for grants to Indian tribes for any purpose eligible under this section, under such terms and conditions as</p>

- (1) \$10,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2015;
- (2) \$15,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2016;
- (3) \$20,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2017;
- (4) \$25,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2018;
- (5) \$30,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2019; and
- (6) \$35,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2020.

(B) The following amounts shall be apportioned as formula grants, as provided in subsection (j) for each fiscal year:

- (1) \$35,000,000 for fiscal year 2015;
- (2) \$40,000,000 for fiscal year 2016;
- (3) \$45,000,000 for fiscal year 2017;
- (4) \$50,000,000 for fiscal year 2018;
- (5) \$55,000,000 for fiscal year 2019; and
- (6) \$60,000,000 for fiscal year 2020.

* * *

(j) FORMULA GRANTS FOR PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS.—

(1) APPORTIONMENT.—

(A) IN GENERAL.—Of the amounts described in subsection (c)(1)(B)—

(i) 50 percent of the total amount shall be apportioned so that each Indian tribe providing public transportation service

may be established by the Secretary:

(A) ~~\$5,000,000~~ The following amounts shall be distributed on a competitive basis by the Secretary for each fiscal year: -

- (1) \$10,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2015;
- (2) \$15,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2016;
- (3) \$20,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2017;
- (4) \$25,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2018;
- (5) \$30,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2019; and
- (6) \$35,000,000 shall be distributed on a competitive basis by the Secretary for fiscal year 2020.

(B) ~~\$25,000,000~~ The following amounts shall be apportioned as formula grants, as provided in subsection (j) for each fiscal year:

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- (1) \$35,000,000 for fiscal year 2015;
- (2) \$40,000,000 for fiscal year 2016;
- (3) \$45,000,000 for fiscal year 2017;
- (4) \$50,000,000 for fiscal year 2018;
- (5) \$55,000,000 for fiscal year 2019; and
- (6) \$60,000,000 for fiscal year 2020.

* * *

(j) FORMULA GRANTS FOR PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS.—

(1) APPORTIONMENT.—

shall receive an amount equal to the total amount apportioned under this clause multiplied by the ratio of the number of vehicle revenue miles provided by an Indian tribe divided by the total number of vehicle revenue miles provided by all Indian tribes, as reported to the Secretary;

(ii) 25 percent of the total amount shall be apportioned equally among each Indian tribe providing at least 200,000 vehicle revenue miles of public transportation service annually, as reported to the Secretary; and

(iii) 25 percent of the total amount shall be apportioned among each Indian tribe providing public transportation on tribal lands (as defined by the Bureau of the Census) on which more than 1,000 low income individuals reside (as determined by the Bureau of the Census) so that each Indian tribe shall receive an amount equal to the total amount apportioned under this clause multiplied by the ratio of the number of low-income individuals residing on an Indian tribe's lands divided by the total number of low-income individuals on tribal lands on which more than 1,000 low-income individuals reside; provided, however, that before calculating and distributing formula grants under this section, the Secretary shall ensure that an Indian tribe that received a discretionary public transportation grant under section 3013(c) of Pub. L. 109-59 during fiscal years 2005 through 2012, receives not less than the highest amount awarded to the Indian tribe under section 3013(c) of Pub. L. 109-59 if, by operation of the formula allocation in this section, the Indian tribe's award falls below an award previously made to the Indian tribe under section 3013(c).

(A) IN GENERAL.—Of the amounts described in subsection (c)(1)(B)—

(i) 50 percent of the total amount shall be apportioned so that each Indian tribe providing public transportation service shall receive an amount equal to the total amount apportioned under this clause multiplied by the ratio of the number of vehicle revenue miles provided by an Indian tribe divided by the total number of vehicle revenue miles provided by all Indian tribes, as reported to the Secretary;

(ii) 25 percent of the total amount shall be apportioned equally among each Indian tribe providing at least 200,000 vehicle revenue miles of public transportation service annually, as reported to the Secretary; and

(iii) 25 percent of the total amount shall be apportioned among each Indian tribe providing public transportation on tribal lands (as defined by the Bureau of the Census) on which more than 1,000 low income individuals reside (as determined by the Bureau of the Census) so that each Indian tribe shall receive an amount equal to the total amount apportioned under this clause multiplied by the ratio of the number of low-income individuals residing on an Indian tribe's lands divided by the total number of low-income individuals on tribal lands on which more than 1,000 low-income individuals reside; provided, however, that before calculating and distributing formula grants under this section, the Secretary shall ensure that an Indian tribe that received a discretionary public transportation grant under section 3013(c) of Pub. L. 109-59 during fiscal years 2005 through 2012, receives not less than the highest amount awarded to the Indian tribe under section 3013(c) of Pub. L. 109-59 if, by operation of the formula allocation in this section, the Indian tribe's award falls below an award previously made to the Indian tribe under section 3013(c).

Rationale: This section increases funding for discretionary and formula Tribal Transit grants over the six-year reauthorization to increase discretionary public transportation grants from \$5 million annually to \$35 million and formula public transportation grants from \$25 million to \$60 million annually. In addition, the section would ensure that Indian tribes with an established public transit system, that received a discretionary grant under SAFETEA-LU's section 5311(c) Public Transportation on Indian Reservation Program, receives not less than the highest amount of operations funding the Indian tribe received since the creation of the Tribal Transit Program in FY 2005. Many Indian tribes received discretionary Tribal Transit grants under SAFETEA-LU (Pub. L. 109-59) between FY 2005 and FY 2012 which enabled the tribes to establish or improve public transportation systems on their reservations and Native communities. By Fiscal year 2009, the discretionary Tribal Transit Grant Program under Section 5311(c) had grown to \$15 million annually and continued through fiscal year 2012 at that amount. With passage of MAP-21, Pub. L. 112-141, in July 2012, the discretionary Tribal Transit Program allocation was reduced to \$5 million per year (Sec. 20010 of MAP-21) and a formula grant was created with an apportionment of \$25 million annually. Many Indian tribes that received discretionary Tribal Transit Grant awards under SAFETEA-LU saw their formula amount significantly diminished under MAP-21's formula allocation and had to cease, curtail or find alternate funds to operate public transportation systems on their reservations and communities. As amended, MAP-21 would increase funding for Tribal Transit grants and require the Secretary of Transportation to calculate the highest discretionary award made to an Indian tribe since FY 2005 and provide not less than that amount to the Indian tribe. The increase in public transportation funds authorized for Indian tribes reflects the large unmet need and transportation barriers that exist in Indian country.

1.(f) Redistribute 10% of unused obligation authority to the Tribal Transportation Program to fund competitively awarded grants to more remotely located Tribal Nations.

COL. 1	COL. 2
Proposed Legislation	MAP-21 statutory provisions as modified by proposed Legislation (Col. 1)
23 U.S.C. §202(b)(8) “(8) REDISTRIBUTION OF UNUSED OBLIGATION AUTHORITY.- To the extent that the Secretary is otherwise	In section 202(b) of Sec. 1119 of Pub. L. 112-141 (Funds Distribution), 23 U.S.C. §202(b), add a new subsection (8) REDISTRIBUTION OF UNUSED OBLIGATION AUTHORITY to read:

required to redistribute unused obligation authority appropriated for purposes other than section 202 of this Act, a minimum of 10 percent of such unused obligation authority shall be used by the Secretary to competitively award high priority projects to any Indian tribe otherwise eligible to receive Tribal shares under section 202, to ensure greater safe access to markets for American Indian and Alaska Native communities that are, relative to other American Indian and Alaska Native communities, more remotely located from project and essential service markets under such criteria as the Secretary shall establish by regulation.

“(8) REDISTRIBUTION OF UNUSED OBLIGATION AUTHORITY.- To the extent that the Secretary is otherwise required to redistribute unused obligation authority appropriated for purposes other than section 202 of this Act, a minimum of 10 percent of such unused obligation authority shall be used by the Secretary to competitively award high priority projects to any Indian tribe otherwise eligible to receive Tribal shares under section 202, to ensure greater safe access to markets for American Indian and Alaska Native communities that are, relative to other American Indian and Alaska Native communities, more remotely located from project and essential service markets under such criteria as the Secretary shall establish by regulation.

Rationale. This amendment, first proposed in section 201(a)(6) of H.R. 7, approved by the House Transportation and Infrastructure Committee on February 2, 2012, would authorize the Secretary of Transportation to withhold a minimum of 10% of unused obligation authority for high priority projects for Indian tribes and Alaska Native villages that are more remotely located from product and essential service markets than other American Indian and Alaska Native communities under regulations issued by the Secretary. In FY 2014, the application of the obligation limitation deduction to the TTP Program withdrew \$22.9 million from the program. This amendment is intended to restore funding to the TTP Program to address acute unmet needs many Indian tribes and Alaska Native villages face to complete a high priority transportation project.

2. Decrease the high rate of fatalities and injuries on Tribal Transportation Systems.
 - Establish a 2% direct tribal funding set-aside from the Highway Safety Improvement Program for the purpose of reducing traffic fatalities and injuries on tribal transportation systems; and
 - Increase the set-aside of the National Highway Traffic Safety Administration (NHTSA) Tribal Safety Program to 3.5% to address safety issues on Tribal Transportation Systems.

COL. 1	COL. 2
<p align="center">Proposed Legislation</p>	<p align="center">MAP-21 statutory provisions as modified by proposed Legislation (Col. 1)</p>
<p>SEC. 1105. APPORTIONMENT.</p> <p>Section 104 of title 23, United States Code</p> <p>§ 104. Apportionment</p> <p align="center">* * *</p> <p>(c) CALCULATION OF STATE AMOUNTS.—</p> <p align="center">* * *</p> <p>(2) FOR FISCAL YEAR 2014.—</p> <p>(A) STATE SHARE.—For fiscal years 2015-2020, the amount for each State of combined apportionments for the national highway performance program under section 119, the surface transportation program under section 133, the highway safety improvement program under section 148, the congestion mitigation and air quality improvement program under section 149, and to carry out section 134 shall be determined as follows:</p> <p align="center">* * *</p> <p>(ii) ADJUSTMENTS TO AMOUNTS.—The initial amounts resulting from the calculation under clause (i) shall</p>	<p>Amend section 1105 of Pub. L. 112-141 to read as follows:</p> <p>§ 104. Apportionment</p> <p align="center">* * *</p> <p>(c) CALCULATION OF STATE AMOUNTS.—</p> <p align="center">* * *</p> <p>(2) FOR FISCAL YEAR 2014.—</p> <p>(A) STATE SHARE.—For fiscal years 2014, 2015-2020, the amount for each State of combined apportionments for the national highway performance program under section 119, the surface transportation program under section 133, the highway safety improvement program under section 148, the congestion mitigation and air quality improvement program under section 149, and to carry out section 134 shall be determined as follows:</p> <p align="center">* * *</p> <p>(ii) ADJUSTMENTS TO AMOUNTS.—The initial amounts resulting from the calculation under clause (i) shall be adjusted to ensure that, for each State, the amount of combined apportionments for the programs shall not be less than 95 percent of the estimated tax</p>

<p>be adjusted to ensure that, for each State, the amount of combined apportionments for the programs shall not be less than 95 percent of the estimated tax payments attributable to highway users in the State paid into the Highway Trust Fund (other than the Mass Transit Account) in the most recent fiscal year for which data are available; provided, however, that of the amount apportioned to the States for the highway safety improvement program under section 104(b), the Secretary shall apportion at least 2 percent to be used by the Secretary for competitive grants to be made directly to Indian tribes to reduce traffic fatalities and injuries on Tribal Transportation systems under such rules as the Secretary, by regulation shall issue.</p>	<p>payments attributable to highway users in the State paid into the Highway Trust Fund (other than the Mass Transit Account) in the most recent fiscal year for which data are available; <u>provided, however, that of the amount apportioned to the States for the highway safety improvement program under section 104(b), the Secretary shall apportion at least 2 percent to be used by the Secretary for competitive grants to be made directly to Indian tribes to reduce traffic fatalities and injuries on Tribal Transportation systems under such rules as the Secretary, by regulation, shall issue.</u></p>
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<p>§ 402. Highway safety programs</p> <p>Section 402(c) of title 23, United States Code , is amended – (1) by striking “2 percent” and inserting “3 ½ percent”.</p>	<p>Section 402(c)(2) Apportionment of title 23, United States Code, is amended to read:</p> <p>(2) Apportionment.— Except for amounts identified in section 403(f), funds described in paragraph (1) shall be apportioned 75 per centum in the ratio which the population of each State bears to the total population of all the States, as shown by the latest available Federal census, and 25 per centum in the ratio which the public road mileage in each State bears to the total public road mileage in all States. For the purposes of this subsection, a “public road” means any road under the jurisdiction of and maintained by a public authority and open to public travel. Public road mileage as used in this subsection shall be determined as of the end of the calendar year preceding the year in which the funds are apportioned and shall be certified to by the Governor of the State and subject to approval by the Secretary. The</p>
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	<p>annual apportionment to each State shall not be less than three-quarters of 1 percent of the total apportionment, except that the apportionment to the Secretary of the Interior shall not be less than 2 <u>3 1/2</u> percent of the total apportionment and the apportionments to the Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands shall not be less than one-quarter of 1 per centum of the total apportionment</p>
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Rationale: Traffic fatalities and serious injuries among Native Americans occur at rates from two to three times the national average on Indian Reservation Roads. Creating a set aside of at least two percent of the apportion of highway safety improvement funds to the States and increasing NHTSA funds to the Secretary of the Interior for highway safety grants will establish a pool of funds for the Secretary of Transportation and Secretary of the Interior to make direct awards of competitive highway safety grants to Indian tribes to help reduce highway fatalities and serious injuries among Native Americans.

9. Increase funding for Tribal Technical Assistance Program (TTAP) from \$2.1 million to \$3.6 million annually.

COL. 1	COL. 2
Proposed Legislation	MAP-21 statutory provisions (Col. 2) as modified by proposed Legislation (Col. 1)
<p>23 U.S.C. 202(a)(7)-</p> <p>(7) TRIBAL TECHNICAL ASSISTANCE CENTERS.— The Secretary of the Interior shall reserve amounts from administrative funds of the Bureau of Indian Affairs that are associated with the tribal transportation program to fund tribal technical assistance centers under section</p>	<p>1. Amend section 202(a)(7) of title 23, United States Code, to read as follows:</p> <p>(7) TRIBAL TECHNICAL ASSISTANCE CENTERS.—The Secretary of the Interior may <u>shall</u> reserve amounts from administrative funds of the Bureau of Indian Affairs that are associated with the tribal transportation program to fund tribal technical assistance centers under</p>

<p>504(b).</p> <p>23 U.S.C. 504(b)(3)(B) –</p> <p>(B) Tribal technical assistance centers.-The Federal share of the cost of an activity carried out by a tribal technical center under paragraph (2)(D)(ii) shall be 100 percent; provided, however, that of the amounts reserved by the Secretary of the Interior from administrative funds of the Bureau of Indian Affairs associated with the tribal transportation program to fund tribal technical assistance centers under this section, the Secretary shall reserve not less than \$3,600,000 for such purposes.</p>	<p>section 504(b).</p> <p>2. Amend section 504(b)(3)(B) of title 23, United States Code, to read as follows:</p> <p>(B) Tribal technical assistance centers.-The Federal share of the cost of an activity carried out by a tribal technical center under paragraph (2)(D)(ii) shall be 100 percent- <u>; provided, however, that of the amounts reserved by the Secretary of the Interior from administrative funds of the Bureau of Indian Affairs associated with the tribal transportation program to fund tribal technical assistance centers under this section, the Secretary shall reserve not less than \$3,600,000 for such purposes.</u></p>
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Rationale: Tribal Technical Assistance Programs (TTAPs) provide invaluable assistance to Indian tribes and Tribal organizations in the transportation arena. The TTAPs located throughout the country operate with inadequate funds which limit the technical assistance programs and services they are able to offer to tribal entities. The proposed amendment would require the Secretary to reserve not less than \$3.6 million to fund TTAP operations each fiscal year.



PROJECT NAME: Karuk Tribe OWC
PROJECT NUMBER: 0125712001

Date: 4/4/14

TENTATIVE BIDDING/CONSTRUCTION SCHEDULE

Description	Tentative Date Option 1	NOTES
Design Plans Completed	Friday, April 04, 2014	
Advertisement for Bid	Tuesday, April 15, 2014	
Pre-Bid Site Meeting	Monday, April 21, 2014	Project site
RFI deadline	Monday, April 28, 2014	
Bid Opening	Friday, May 02, 2014	w/Sammi at Fish Bowl
Award at Tribal Council Meeting	Thursday, May 08, 2014	Mtg before Health Board
Notice of Award Issued to Contractor	Friday, May 09, 2014	
Contractor Executes Agreement and Provides Bonds (14 days assumed)	Friday, May 23, 2014	Postmarked by May 23rd
Owner Executes Agreement (7 days assumed, 14 days allowed)	Friday, May 30, 2014	
Pre-Construction Meeting & Notice to Proceed Issued to Contractor	Friday, June 06, 2014	
Begin Construction (14 days assumed)	Friday, June 20, 2014	
Complete Construction (35 working days assumed)	Friday, August 08, 2014	
Final Acceptance by Tribe	Friday, August 15, 2014	
Notice of Completion Filed with County	Friday, August 22, 2014	
Final Invoice (assumed 35 days from Notice of Completion)	Friday, September 26, 2014	

Sandi gone: 5/10-5/27

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

Karuk Tribe



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

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

**DEPARTMENT OF NATURAL RESOURCES
TRIBAL COUNCIL REPORT
April 2014**

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

WATER RESOURCES COORDINATOR/ Crystal Bowman

Current Sampling and WQ Reports
WQ Staff:

1. Fish Disease sampling continues to be collected every week, a project in cooperation with the Yurok Tribe and Oregon State University.
2. Sampling for bacteria in the mainstem Klamath and tributaries will be weekly at selected locations.
3. Some Bar workstation water sampling effort for bacteria.
4. Datasondes deployed and calibrated every two weeks at the all mainstem locations and major tributary mouths collection will continue through November at these locations.
5. Preparing for datasonde installations at Happy Camp location.

Water Quality Meetings and Trainings
Water Resources Coordinator:

1. Attended the following Teleconferences and/or Webinars
 - a. Technical Advisory Committee on wetlands demonstration facility in the upper basin for KHSA IM.
 - b. Klamath Basin Monitoring Program Steering Committee meeting to discuss upcoming workshop, finalize agenda and presenters.
 - c. Discussed BOR AFA funding allocations with Craig, Toz and Josh.
2. Met with Scott groundwater modeling consultant, Toz and Craig to review the upcoming years tasks for modeling. Also joined by Scott GWAC members in the afternoon to discuss scenarios for the model runs.
3. Met with Scott Groundwater Advisory Committee in Fort Jones, update from UC Davis studies and discussion of upcoming water year and plans.

4. Met with Elizabeth Nielsen of BOR Water SMART funding program to discuss possible Karuk projects for proposal.
5. Met with Leaf to discuss locations for Happy Camp datasonde.

State and Federal Processes

KBRA – Attended KBCC meeting in Medford, Klamath Tribes presented water rights negotiations with upper basin irrigators.

KHSA – Attended IMIC quarterly meeting in Yreka to discuss upcoming projects for Interim Measures and review of 2013 project reports. Comments will be submitted on the various reports in the upcoming months.

TMDL Agricultural Waiver – Attended teleconference on the upper basin ag waiver group, this is newly formed and I have been asked to sit on the Advisory committee. We discussed the scope of the program and the report requirements for compliance.

Administrative

Water Resources Coordinator:

Grants

- a. Developed and submitted drafted BOR AFA budget for Tributary Water Resources Coordinator to Craig for submitting to BOR.
- b. Submitted EPA Wetland proposal through grants.gov

Reports

- a. Analyzing data from 2013 Salmon River fires.
- b. Created a presentation for the Fire Symposium.

Field

None.

Miscellaneous Tasks

- a. Organized all office files, monthly Council report, paid all invoices to date, submitted mileage logs and travel requests and/or receipts.
- b. Staff meetings (1-2/month) to update accomplishments and prioritize tasks.
- c. Rehire for Tammy and Chook.

FISHERIES PROGRAM/Toz Soto

The program is working on field projects that include; Rotary Screw Trap checks, Fish collection for disease studies, PIT tagging/tracking and Coho ecology studies, and Lamprey/steelhead spawning and radio telemetry studies. Other work includes; Preparation for collaboration with the Yurok Tribe to radio-tag and track Lamprey, Scott and Shasta flow studies involvement, Klamath River flow release scheduling, restoration planning, and participation in the Klamath River Fish Health Assessment Team.

Trapping Season has begun. Crews have installed and are checking traps daily at Bogus Creek, I-5, Kinsman, Salmon River and Big Bar. Crews are also seining at various sites on the river to collect samples of fish to be examined for disease. These samples help us

understand what proportion of the population in the river is getting sick, and understand how river conditions contribute to disease outbreaks.

A new PIT tag detection system was installed this winter in the lower Seiad Creek off channel rearing ponds. This system has continued to run since installation. Many of the tagged fish that were residing in the ponds have been detected downstream. They are starting downriver on their migration to the Ocean and are likely to continue to do so for the next several weeks.

Field crews are starting Lamprey and steelhead spawning surveys. These surveys will continue for the next month.

Field crews will continue to implant PIT tags in juvenile coho captured by seining and fyke traps. This effort is ongoing and includes seining/trapping efforts in Seiad Creek, Sandy Bar Creek, Stanshaw Creek, and Aikens Creek among others.

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

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane
Vacation

KLAMATH CAMPAIGN COORDINATOR/ Craig Tucker

Summary

- Shasta Update
- Klamath Restoration Agreement Update
- Council Approvals needed for BOR AFA Modifications

Shasta Update

Our dispute with MWCD regarding the seeps remains unresolved. We did however finally get the data we requested from MWCD late last week. I will prepare technical memo shortly considering this data.

MWCD continues to fulfill most of its obligations under settlement satisfactorily and dam releases are as agreed upon.

I will note here that the Tribe and this litigation are being scapegoated by many in the community as the reason for water shortages in Montague. Reality is that the drought is the reason for the water shortages. I have steadfastly offered to assist Montague in

getting grants to fund lining of the leaky canal and improved system for drinking water deliveries but thus far Montague has not provided any proposals for my review.

Klamath Restoration Agreement Update

This week, the Klamath Tribes will be joined by Upper Basin ranchers, federal agencies, Governors Kitzhaber and Brown, and Senators Wyden and Merkely to sign the Upper Klamath Basin Comprehensive Agreement. This effectively adds additional support to the whole Klamath package which includes Klamath Basin Restoration Agreement and the Klamath Hydroelectric Settlement Agreement. Federal legislation is being drafted to enact all three Agreements, which are interconnected in many ways, together.

I have meetings scheduled with staff from most of the Settlement Parties next week to discuss legislative strategy, but I understand that Senator Wyden wants to introduce legislation immediately in the Senate.

I will note that there are some reservations in moving forward. From our perspective, the Upper Basin Agreement is fantastic in that it provides clear plan to reduce 30,000 acre feet of annual water use above Upper Klamath Lake and puts permanent conservation easements on properties along the Williamson, Sprague, and Wood Rivers. However, it appears to carve out some of the KBRA dollars and programs in a way that Karuk and Yurok are not part of the decision making process for how KBRA funds are generally allocated, prioritized, and used in implementation of the program. One thing we worked hard to establish in the KBRA is the fact that Karuk (along with Yurok and the Klamaths) are Fish Managers in the Klamath Basin on par with NOAA Fisheries and USFWS when making decisions about projects and funding described in the KBRA. We are working with Yurok to make sure we remain part of every decision pertaining to salmon restoration described in the KBRA. I believe this issue will be resolved in due time and will not hamper legislative efforts.

Council Approvals needed for BOR AFA Modifications

Although we have, for the past several years, received modifications to our Annual Funding Agreement (AFA) with BOR, this year is a bit of a windfall. BOR staff have offered to provide two AFA modifications – one for \$500,000 and another for \$160,000. Much of this money stems from a boost in BOR budget related to the drought. However, if KBRA legislation moves forward, this is a preview of things to come.

After meeting with BOR staff, DNR staff has developed two proposals that BOR has reviewed to ensure consistency with their federal authorizations. Staff recommends that Council approve the proposals so we can submit for funding.

Support for SB 1132

The Council recently signed a letter in support of California SB 1132, a bill that would place a moratorium on fracking until additional studies on the safety and environmental impacts can be done. This bill just passed first State Senate Committee. Related news coverage follows.

[Print Back to story](#)

California Lawmakers Advance Bills to Stop Fracking

By Carolyn Whetzel - Apr 10, 2014

Bloomberg BNA — The Senate Committee on Natural Resources and Water Quality advanced measures April 8 seeking to impose a moratorium on hydraulic fracturing activities at oil and gas fields in California and to update the state's oil spill response program to address the risks of importing crude oil by rail.

Both bills now head to the Senate Committee on Environmental Quality for further action.

The measure to halt oil and gas well stimulation treatments cleared the committee on a 5-2 vote. The bill to update the state's oil spill prevention and response program cleared the committee on a 7-1 vote.

S.B. 1132, however, didn't have broad support from Democrats on the committee. Sen. Fran Pavley (D) provided the fifth vote needed to advance the bill that would ban oil and gas well stimulation activities throughout the state until a study can deem the activities safe for the public and the environment.

Democrats, including Richard Lara, abstained from the vote, saying the measure would impact his constituents that work at oil and gas fields in Southern California.

If enacted, the measure would bar hydraulic fracturing, acidizing treatments and other stimulation treatments used to improve mostly oil production in the state.

Even if passed by the full Senate and Assembly, S.B. 1132's fate falls to Gov. Jerry Brown (D), who has, so far, not supported a moratorium on oil and gas well stimulation activities.

Hydraulic fracturing, or fracking, and other forms of well stimulation involve the high-pressure injection of water, sand and chemicals into oil and gas wells to crack shale formations.

State to Study Potential Impacts

Legislation authored by Pavley last year (S.B. 4) requires the state to study the potential impacts of oil and gas well stimulation activities and mandates that the Department of Conservation's Division of Oil, Gas and Geothermal Resources adopt by Jan. 1, 2015, regulations governing the activities.

In December, the department adopted emergency regulations establishing criteria for monitoring and testing water quality and reporting requirements for well stimulation treatments while the agency works to complete the permanent regulations.

The interim rules also require disclosure of additives and other chemicals used during the operations and require neighboring property owners to be notified of planned well stimulation activities.

The California Chamber of Commerce issued a notice April 9, identifying S.B. 1132 as a "job killer."

The Western States Petroleum Association and the California Independent Petroleum Association, groups that represent oil and gas producers with facilities in Kern, Santa Barbara, Los Angeles and other counties, have said there is no scientific evidence to support a moratorium on well stimulation activities.

Crude Oil Movement to Be Monitored

Pavley is author of S.B. 1319, which has been characterized as “a work in progress.” Basically, the measure would require state officials to study and monitor how crude oil is being moved into and around the state and prepare for “an unexpected surge in crude oil imports from Canada and the Bakken formation in North Dakota,” Pavley’s office said in an April 8 written statement.

“We know oil spills are inevitable, and we need to prepare for them, whether it’s marine or on land,” Pavley said. “There is a lot at stake here.”

Only about 1 percent of the state’s crude oil is delivered by rail, but at least six new crude-by-rail facilities are planned or being built in the state, including the Kinder Morgan project in Richmond and another near the Valero Petroleum refinery in Benicia. For more about Bloomberg BNA, click here.

Visit www.bloomberg.com/sustainability for the latest from Bloomberg News about energy, natural resources and global business.

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WATERSHED RESTORATION PROGRAM/ Earl Crosby Vacation

CULTURAL BIOLOGIST/Ron Reed

On 3/18 the Karuk Seasonal Food Crew (KSFC) got our food handlers certificate.

Planning for the Early Greens Works shop on 3/22 was successful as was the workshop. We had an Indian potato training with Frank Lake from the USFS before our workshop and transplanted potatoes in the Day Pay Memorial Native Plant Garden in Orleans. Frank also led a group of elementary school students from Orleans Ele. on a field trip (4/3) to identify and harvest to transplant in the Orleans Community Garden (4/4) with the KSFC. The children enjoyed the field trip and transplanted the potatoes enthusiastically.

The Annual Food Security meeting was held on 3/24 and 3/25 in Orleans. This year’s meeting was very successful. People shared the highlights of their programs success, planned and coordinated for the upcoming year’s schedule of events. A salmon dinner was provided. A group of law students from UC Berkeley accompanied participants of the food sec. meeting and met with Karuk DNR representatives for future developments.

On 3/29 we held our Basketry Workshop in Happy Camp. We were able to drive up to Sicad Valley to harvest Hazel sticks for the basket weavers. We were able to harvest enough hazel sticks for the weavers.

The Orchard Revitalization effort with MKWC continued with an Apple Tree Grafting effort at Hawk White’s place on the Salmon River. This was a pretty cool process to learn,

The KSFC has been working on the Sweat Lodge Project with the High Desert Prison in Susanville. The crew cut down and sent approximately 150 18 foot willow poles that will be used to reconstruct old dilapidated structures.

The sled jet boat has been prepped and is being used to gather basketry materials, willow poles etc. We will be finishing our Eel baskets here shortly and will be fishing them as well.

The KSFC is cleaning up slash in the Native Plant Garden in Orleans as a continuance of an ongoing restoration and enhancement of the Day Pay Memorial. Recently, a number of trees were felled in the garden and we are in the process of piling into brush piles. Additional light in the garden was needed and the mission was accomplished.

FOOD SECURITY PROGRAM COORDINATOR /Lisa Hillman

Action Items:

Request authorization to submit 14-R-037 of the Kaavichvaans Project proposal to the Bureau of Indian Affairs Tribal Youth Initiative to support summer youth employment through the Department of Natural Resources in all three service areas from July 1, 2014 to July 31, 2014 in the amount of \$52,518. Proposal attached.

Progress on the Food Security Project has been compromised by our current technical limitation: webinars, meetings, collaboration, even immediate telephone calls have been missed, disrupted, or cancelled. Fortunately, many partner organizations have sympathized with our situation in Orleans and have reversed cancelled registrations, waited patiently for documents, extended deadlines, etc. More importantly, we have all worked together to help each other out: both Carley and Tawnia have been champions for moving between locations where there is more reliable internet service in order to move our business forward.

I've been busy with my own training: GPS and GIS training with Jill; ICS 100 and 700 with Tom from the Emergency Preparedness Program. Yôotva to them to make this possible in Orleans! I've already been able to use the GIS training to develop and pilot curriculum for a 2-3 grade class at Junction Elementary School.

My trip to Berkeley proved very successful in that I was able to secure the expertise and commitment of Andrew Garrett, Professor of Linguistics at UCB, to help identify the digitization and preservation needs of the language materials and equipment located at the People's Center. I will work with Julie Burcell to coordinate a visit from Professor Garrett and Line Nikkelsson, also a professor at UCB, as well as an undergraduate volunteer in June (tentative date).

A professor and doctoral candidates from the School of Law have expressed interest in working with the Food Security Project to provide research opportunities for students. This is an interesting and exciting idea, as policy changes within the current resource management system is needed in order to expand our capacity to secure our Native food system. Discussions continue.

Leaf and I met with staff from the botany department to explore possibilities for and access the capacity of the Food Security Project to advance the Herbarium, funded through the USDA Food Security Grant. Plans for a Youth Camp and Workshop this summer for collecting specimens and mounting are underway. Upon our discussions with a group of "Mapping Experts" from UCB, I am exploring the idea of integrating a mapping exercise with youth at this camp.

Objective 16: Karuk Seasonal Youth Camp. The upcoming Áama, Akraah, karú Asiparax Camp will occur on 25-26 of April in Orleans. Only one applicant applied to the RFP for Cultural Practitioners, and I will reach out to basketweavers to help support educating our youth.

Objective 19: Community Gardens. Work on the Native Plant Demonstration Garden/ Daryl "Day Pay" McCovey Memorial Park has progressed rapidly: canopy cover has been removed to open the garden to more needed light. Food Crews and volunteers have been brushing and repairing damaged beds due to the felling to lend support to this objective.

Through a gift card donation to Pierson's Market for our School Garden in Orleans, we've been able to purchase hand tools and a timer for the water system. A small grant through the office of the Director of Compliance and Administrative Programs, we will be able to purchase a shed to protect the timer from the natural elements and vandalism. Additionally, we can purchase needed connecting hardware for the watering system.

Objective 24: Karuk Seasonal Food Crew. Jesse A. Goodwin and Norine McLaughlin have been undergoing training for the site identification and monitoring: GPS, GIS, basic iPod applications, etc. have been on their weekly schedule. Willow and hazel stick collection has played a major role in their work week: they have contributed to a project to donate willow for a sweathouse at a correctional facility while clearing area to regenerate willow growth for basketweavers. Eel traps are under construction to provide food resources for our upcoming camp, at which boys will learn various techniques of eeling and tool construction. We are still trying to finalize everything needed in order to transport school children: Tawnia Johnson has worked tirelessly to complete DMV requirements for driving.

Objective 39: Establish a Regional Food Security Library. The fourth meeting of the Sípnuuk Library Advisory Committee convened on April 2 at the Tribal Library in Orleans. The group is working toward developing a mission statement, as memorandum of agreement with the Tribal Libraries, as well as pinning down the scope of collections. Other Funding Opportunities:

Funding opportunities continue to be reviewed for eligibility and compatibility with the intent of the Food Security Grant Tribal program goals and objective.

Food Security Program Coordinator’s Council Report
Lisa Hillman
Tribal Council Meeting 04/24/14

Please note information/activities are for the period of: 03/28/2014 through 04/17/2014.

Action Items:

Request authorization to submit **14-R-037** of the **Kaavichvaans Project** proposal to the **Bureau of Indian Affairs Tribal Youth Initiative** to support summer youth employment through the Department of Natural Resources in all three service areas from July 1, 2014 to July 31, 2014 in the amount of **\$52,518**. Proposal attached, which had been approved by the Self-Governance and Compliance Departments, but had not been signed off by the CFO at the time the Council Report was due.

+++++

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Objective 15: 4H youth development. Together with Orleans Elementary School staff, Dr. Frank Lake from the US Forest Service and Grant Gilkison from MKWC, we led ten school children on a field trip to two sites to identify and transplant two types of Injun potatoes. The Ishkêesh'túnviiv project (River Kids) is an after-school Cooperative Extension Program supported program, with which the Food Security Project coordinates and advises on culturally appropriate subjects and activities for our tribal children. The project was a success.

Objective 16: Karuk Seasonal Youth Camp. The upcoming Áama, Akraah, karú Asiparax Camp will occur on 25-26 of April in Orleans. Only one applicant applied to the RFP for Cultural Practitioners, and I will reach out to basketweavers to help support educating our youth.

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Other Funding Opportunities:

Funding opportunities continue to be reviewed for eligibility and compatibility with the intent of the Food Security Grant Tribal program goals and objective.

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR:	Lisa Hillman	DATE:	4/24/2014
DEPARTMENT:	Department of Natural Resources		
DEADLINE:	4/25/14	AMOUNT:	\$52,660
DATES FROM:	7/1/2014	TO:	7/31/2014

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

The Karuk Tribe's Kaavichvaans Project (Workers) will support the summer youth employment program that has gained recognition for its three dimensional approach to instilling interest and understanding of the Department of Natural Resources' four departments: forest management, fisheries, watershed restoration and water quality. Tribal Youth from all three service areas will gain education and experience through our long standing tradition of summer employment.

REVIEW:	COMPLIANCE	CFO	OTHER:	
NARRATIVE:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
BUDGET:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
INDIRECT COST:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MATCH DOCUMENTATION:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TRIBAL RESOLUTION:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*	Lisa Hillman	DATE	4/14/2014
CFO*		DATE	
COMPLIANCE*		DATE	
CHAIRMAN		DATE	
OTHER		DATE	

**RESOLUTION OF THE
KARUK TRIBE**

Resolution No: 14-R-037
Date Approved: April 24, 2014

RESOLUTION AUTHORIZING THE SUBMISSION OF THE KAAVÍCHVAANS PROJECT PROPOSAL TO THE BUREAU OF INDIAN AFFAIRS TRIBAL YOUTH INITIATIVE TO SUPPORT SUMMER YOUTH EMPLOYMENT THROUGH THE DEPARTMENT OF NATURAL RESOURCES IN ALL THREE SERVICE AREAS FROM JULY 1, 2014 TO JULY 31, 2014 IN THE AMOUNT OF \$52,660.

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, as amended, on behalf of the Karuk Tribe; and

WHEREAS; in Article 29 of the 2008 adopted Declaration on the Rights of Indigenous People, the United Nations declared that indigenous peoples have the right to the conservation and protection of the environment and the productive capacity of their lands or territories and resources; and

WHEREAS; the Declaration furthermore contends that States shall establish and implement assistance programs for indigenous peoples for such conservation and protection, and

WHEREAS; in Article 14 of the Declaration, the United Nations declared that States shall, in conjunction with indigenous peoples, take effective measures, in order for indigenous individuals, particularly children, including those living outside their communities, to have access, when possible, to an education in their own culture; and

WHEREAS; the Karuk Tribal Council endorsed the United Nations' Declaration on the Rights of Indigenous People on January 26, 2012; and

WHEREAS; it is the mission of the Karuk Tribe's Department of Natural Resources to protect, promote and preserve the cultural and natural resources and the ecological processes upon which the People depend; and

THEREFORE BE IT RESOLVED; that the Karuk Tribe is committed to completing all of the tasks outlined in this proposal; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the submission of the Kaavichvaans Project proposal to the Bureau of Indian Affairs Tribal Youth Initiative to support summer youth employment through the Department of Natural Resources in all three service areas from July 1, 2014 to July 31, 2014 in the amount of \$52,660.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 14-R-037 which was approved at a regularly scheduled Tribal Council Meeting on April 24, 2014, 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

Name of Applicant

Contact: Lisa Hillman

Karuk Tribe

P.O. Box 1016

Happy Camp, CA 96039

530-627-3446 Ext 3016

lisahillman@karuk.us

Project Name: Karuk Tribe's Kaavíchvaans Project 2014

Project Location: Karuk Ancestral Territory in the Mid-Klamath River Basin, which includes the Salmon River

Introduction

As a partner in the Klamath Basin Tribal Youth Program (KBTYP), the Karuk Tribe is committed to assisting and inspiring tribal youth to obtain education and careers in the natural resource fields. This project will allow Karuk Tribal youth the opportunity to gain job experience and learn interpersonal skills as well as obtain insight into the internal workings of the Karuk Tribe's Natural Resource Departments. We are requesting \$52,660 to support this project.

Goal

The purpose of the project is to provide an opportunity for youth to explore and experience possible career choices offered in the field of Natural Resources. The Karuk Tribe intends to increase capacity by creating a labor force from tribal youth to fill future openings. Offering training experience will provide necessary vocational exploration that can foster interest in pursuing a career in the Tribal Natural Resource area. This project supports employment and training activities for Native American youth to develop more fully the academic, occupational, and literacy skills of such individuals and to make them more competitive in the workforce, as well as to promote the economic and social development of Native American communities.

Objectives

1. Reach out to Tribal Youth through social network systems and through postings.
2. Provide Tribal Youth four four-day weeks of educational employment activities.
3. Provide Final Report.

Methodology

In collaboration with the QVIR, each of the four divisions of the Karuk Tribe's Natural Resources Department, namely Forest Management, Fisheries, Water Quality, and Watershed Restoration, have committed to hosting Tribal Youth for one month of a four-day week for educational employment activities. Through this three-dimensional view of the Department of Natural Resources, Tribal Youth will gain a better understanding of and deepen the ties to the natural resources that define their home lands and traditional and modern management practices. It is our hope that the experience will spark the interest of tribal youth to explore the higher educational opportunities that will enable careers in their Native Ancestral Territory.

The Karuk Tribe's Department of Natural Resources will reach out through social network systems and online postings to eligible Tribal Youth, including: Happy Camp, Orleans/Somes Bar and Yreka. Youth between the ages of 14-21 years of age will be encouraged to apply for the four-week project, from which up to fifteen will be selected. Youth crews will work Monday through Thursday between July 1, 2014, and July 25, 2014.

Each week, students and their mentors will be based in a camp site, which will enable Tribal Youth who may live a great distance from that week's project site to participate. Transportation to and from each service area will be arranged to leave Sunday evening for the site and return on Thursday evening after completing a 32-hour work week. Youth will be asked to bring sleeping bags and personal toiletries, but sleeping gear will be provided for the case that Youth haven't these supplies. Food will be prepared on site by the students themselves with assistance from their supervisors.

The first week, beginning the first week of July, will revolve around ceremonial ground preparation, fuels reduction, roundwood pole-peeling and cultural burning practices. The youth will be involved in hands-on activities that will educate them in understanding the cultural significance of the ceremonies at the same time as they will acquaint themselves with scientific fundamentals of current land management and Traditional Ecological Knowledge (TEK) practices. The project leader for this week will be **Harold Tripp** and the partnership will be with the **US Forest Service Pacific Southwest Research Station**.

The second week will be dedicated to the Department of Natural Resources, Fisheries. After an initiation into fish habitat, the work tasks will focus on projects that enhance fish passages and creek mouths, and that help restore access to spawning beds. Students will participate in annual fish counts with an opportunity to perform snorkel surveys on many of the local salmon streams. Traditional use and cultural significance of the different local aquatic species will be addressed through the Cultural Biologist, **Ron Reed, Sr.** This has been a particularly significant activity, as the students have the opportunity to experience ceremonies at Inaam, one of the areas they had worked the week prior.

The Karuk Fisheries Project Leader, **Toz Soto**, will partner with the Fisheries Program at **the Mid-Klamath Watershed Council** to make this second week not only labor and learning intense, but also enjoyable.

For the third week, the Water Quality Department of the Karuk Tribe's Department of Natural Resources has planned to have Tribal Youth accompany them on their water quality surveys and data collection from the southern end of the Karuk Ancestral Territory in Orleans up along the Klamath River and through the upper Klamath Basin to the Iron Gate Dam. The topic of this project will naturally center on the effects of the Klamath dams, the historical and cultural impact of the Klamath Irrigation Project, and the economic bearing this has had and will have in the Klamath Basin. Fieldwork during this week will be extensive rock work, passage improvements, survey equipment reparation and maintenance, data input and management. **Susan Corum** will be the Project Leader for this week and work closely with the Water Quality Department's partners, the **Klamath River Keepers** and the **Salmon River Restoration Council (SRRC)**.

The fourth and final week will be spent on Watershed Restoration. During this session tribal youth will work alongside experienced tribal watershed restoration workforce. The activities will center on our road decommissioning project within the Camp Creek Watershed. The Youth will be exposed to the concept of how roads negatively impact fisheries and which steps need to be taken to eliminate those impacts. First and foremost they will be taught the fundamentals of safely working around heavy equipment and avoiding dehydration in a taxing work environment.

Their main task will be to assist the restoration laborers in sediment and erosion control measures which consist of spreading native grass seed and native brush material on reestablished side slopes and stream channels. Through this process, Youth will learn the basic fundamentals of road/rain interaction (hydrology). They will also have the opportunity to experience first-hand how successful collaborative partnerships with other Federal Agencies can provide meaningful employment and a sense of accomplishment at the end of each and every day. Project Leader for this week is the Karuk Tribe's Watershed Restoration Coordinator **Earl Crosby**, who will facilitate partnership with staff from the **United States Forest Service**.

Safety

Crew Leaders will be responsible for his or her own safety and the safety of the other crew members. Youth participants are not expected to work alone during any activities during the program and that supervision/support of a crew leader will always be present. A briefing on safety issues prior to field work is encouraged. The following points are to be

used as guidelines for every field crew and are presented to each crew member prior to every project.

- Take every reasonable precaution to ensure the safety of all field crews
- Have a crew member trained (first aid course)
- Ensure that all equipment /machines/tools are maintained in good working condition
- Ensure workers are trained and qualified to perform their duties
- Alert Crew Leader to any hazards that might affect the safety of workers
- Obey the onsite safety policies and regulations

Reporting

The Karuk Tribe will submit a 1-2 page accomplishment report to Trevor Super, KBTYP Coordinator. The report shall include how the funds were spent (cost per enrollee) and other costs associated with the initiative (such as the administrative costs), and a summary of the projects the young people worked on and the education gained by the enrollees from the initiative. Participant narratives will be solicited from each tribe and included in this final report. Documents will be reviewed and forwarded to BIA Regional Representative Dale Morris.

Outcome/Results

Experience and Training Gained by Participants:

- Social skills, especially as they pertain to team-building strategies and team-work.
- Job application, job-site social skills, job fulfillment.
- Juvenile and adult fish identification, fish life history and ecology, and fish sampling techniques.
- Techniques for creating and maintaining manual fish passage at tributary mouths.
- Aquatic species habitat requirements and methods for habitat enhancement.
- Introduction into and continuation of Traditional Ecological Knowledge.
- Traditional uses of and cultural significance of the different local aquatic species, cultural burning practices, tribal harvest methods.
- Riparian habitat restoration and management.
- Forest restoration and management.

Budget estimate for the 2014 Kaavíhvaans Project

Bureau of Indian Affairs Tribal Youth Initiative				
Karuk Tribe's Kaavíhvaans Project 2014				
	Computation	Total		
Personnel		Grant Fund	Match Fund	
Lisa Hillman, Project Coordinator	50 hrs. @ \$22/hr	\$ 1,100		
Department of Natural Resources Staff	128 hrs @ ca. \$25		\$ 3,200	
Partnering institutional (USFS, SRRC, MKWC) staff	32 hrs @ ca. \$24		\$ 768	
Students	15 x 32 hrs/wk x 4 weeks*\$10/hr	\$ 19,200		
Fringe Benefits	Personnel costs @ ca. 20%	\$ 4,060		
Domestic Travel				
Gas (\$0.56/mile) from Yreka to Orleans and back and small trips, 2 vehicles	270 x 2 x 4 weeks x \$0.56	\$ 1,210		
Supplies				
Wading Boots and gloves	10 x \$150	\$ 1,500		
Snorkling gear	10 x \$30	\$ 300		

5 weed eaters + plastic strings	5 x \$250	\$ 1,250		
Cooking equipment		\$ 250		
3 tents	3 x \$300	\$ 900		
miscellaneous non-food		\$ 300		
5 shovels	5 x \$30	\$ 150		
5 Loppers	5 x \$30	\$ 150		
sleeping gear for 10	10 x \$50 (bag) + 10 x \$20 (mat)	\$ 700		
diverse tools and supplies (cooler, toolboxes, pruning shears, rakes, etc.)			\$1,500	
Other				
Hospitality (food and drinks)	17 x 4 (4 x \$45)	\$ 5,440		
Contractual				
Supervisors	2 @ \$3,000 (RFP)	\$ 6,000		
Direct costs		\$ 22,710	\$2,294	
Indirect costs		\$ 10,150	\$ 1,984	
Sub-Total		\$ 52,660	\$ 4,278	
Total Project				\$ 56,937
BIA Requested Funds				\$ 52,660

Request for Proposals**13-RFP-018****For More Information:** Lisa Hillman, (530) 627-3446, lisahillman@karuk.us**Proposal Deadline:** June 1, 2014 no later than 5:00pm (Pacific Standard Time)

The Karuk Tribe requests proposals for the following Scope of Work required for two Youth Camp Supervisors to oversee the travel and base camp safety, meals, and sleeping accommodations for up to 8 Tribal Youth each, four days a week, for four weeks.

Task One-Travel

Vendor will be responsible for transporting Tribal youth to and from their home service area (Happy Camp, Orleans, or Yreka) to the campsite in the Orleans area, as well as to and from the campsite to their workstation. Vendor must possess valid driver's license, good driving record, and be insurable by the Tribe's insurance carrier.

Task Two – Campsite

Vendor will organize the campsites and assign group tasks as needed to successfully manage the off-site work week of the Tribal youth, including meal planning and grocery purchase, meal preparation and clean-up, sleeping arrangements, and waste removal. Vendor will assist with safety planning; understand and provide basic first aid as needed.

Task Three - Documentation

Vendor will maintain necessary documentation of expenses and attendance to assist the Project Lead in preparing final report.

Task Four – Moral support

Vendor will coordinate efforts to ensure that Youth voices impact the services and supports offered, and that concerns of youth are addressed. Vendor will also chaperone evening activities.

Responses to this Request for Proposals should include the following:

- 1) A statement of qualifications, including relevant project history. Please address the following in your statement:
 1. Ability to work effectively with Native American Youth.
 2. Time management skills and ability to work under stressful conditions with an even temperament.
 3. Ability to establish and maintain harmonious working relationships with other employees, Tribal youth and their parents, and the public.
 4. Ability to understand and follow oral and written instructions.
 5. Understanding of camping procedures and ability to organize and delegate tasks to facilitate the safety and well-being of the program participants.
- 2) A proposed approach and rationale for completion of the contract tasks described above, including

descriptions of similar work previously completed and the results/benefits achieved.

- 3) A lump sum price, with attached price page
- 4) Names and telephone numbers of three client references.

Responses must be hand, mail, fax, or email delivered by June 1, 2014 no later than 5:00 pm (Pacific Standard Time) to:

Sammi Offield, Contract Compliance Specialist
Karuk Tribe – Administration Office
64236 Second Avenue
P.O. Box 1016
Happy Camp, CA 96039
Faxes will be accepted at: (530) 493-2342
Emails will be accepted at: soffield@karuk.us

Indian Preference will apply in the selection process in accordance with the Tribal Employment Rights Ordinance (TERO) and/or Indian Preference Act of 1934 (Title 25, USC, Section 47), based on funding source requirements.

All contracts that exceed \$2,500.00 shall be subject to a two percent (2%) Tribal Employment Rights Fee in accordance with the TERO Ordinance.

If applicable, construction contracts in excess of \$2,000, when required by Federal grant program legislation, are subject to compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

Price Page for 13-RFP-018:

Proposal Submitted by:

Name: _____ **Phone Number:** _____

E-mail: _____ **Fax Number:** _____

Amount requested to be compensated for each:

- Task: _____
- Task: _____
- Task: _____
- Task: _____

List previous experience providing youth, food and camping services for events/activities below:

List up to three references with phone numbers below:

- 1) _____
- 2) _____
- 3) _____

Other Comments:

Indian Preference will apply in the selection process in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding source requirements.

All contracts that exceed \$2,500.00 shall be subject to a two percent (2%) Tribal Employment Rights Fee in accordance with the TERO Ordinance.

If applicable, construction contracts in excess of \$2,000, when required by Federal grant program legislation, are subject to compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

Price Page for 13-RFP-018:

Proposal Submitted by:

Name: _____ **Phone Number:** _____

E-mail: _____ **Fax Number:** _____

Lump sum amount requested to be compensated for: _____

Provide hourly rates:

Provide travel expense rates:

List previous experience providing food services for events/activities below:

List up to three references with phone numbers below:

1) _____

2) _____

3) _____

Other Comments:

Indian Preference will apply in the selection process in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding source requirements.

All contracts that exceed \$2,500.00 shall be subject to a two percent (2%) Tribal Employment Rights Fee in accordance with the TERO Ordinance.

If applicable, construction contracts in excess of \$2,000, when required by Federal grant program legislation, are subject to compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

DEPUTY DIRECTOR OF ECO-CULTURAL REVITALIZATION/Bill Tripp

Fire Adapted Communities Pilot/Fire Learning Network Projects

The Karuk Tribe has been selected as one of 8 Hub Organizations Nationally for this 5 year pilot project. We were asked to use the funds to supply financial assistance to one community partner from the Orleans/Somes Bar Community to begin to build this "Hub and Spoke Network" concept. This has now expanded to 18 communities nationwide. It appears that the Chief's special Fuels projects that the Klamath Forest and NRCS got funded recently based on the efforts of our collaborative group. We had a few meetings to set this year's criteria for project area selection and folks have agreed to use our recently developed GIS Overlay Prioritization Tool combined with areas where the Forest Service has NEPA ready projects in near proximity. The Forest Service Chief supposedly ordered his Deputy Chief of State and Private Forestry to support this project with a \$100,000 grant to the Tribe so I spent a good portion of my time preparing a pre proposal. They gave me no information so I spent a week putting together a proposal then had a conference call with the Klamath National Forest Staff. They changed the direction of the project which I informed them I had no time to do. So I spent another week working with our partner organizations to change the focus to include more of a monitoring component. I subsequently did was not able to get my presentation done for the fire ecology symposium so I was forced to wing it. I believe the Forest Service needs to be educated on what self-governance and self-determination is. They should never ask for a proposal then change it to suit their needs and pass it off as what the Tribe wants. This is not the first time this has happened this year and I am sure it will not be the last. In any event I cannot work on it any more. The pre-proposal is being reviewed by Forest Service Staff in DC and if they don't come back with much in the way of changes I will forward it on to the grant writers to fill out the 424 application paperwork.

Food Securities Project

Our Food Securities Coordinator is busy coordinating many aspects of this project. I have focused my attentions to directing staff and working with researchers. I met with a researcher and we discussed a project for her to focus on. It seems that plantation management to enhance huckleberries, Elk, and other food and fiber resources is going to be the focus she working towards. There will be additional data collected such as the species of mushrooms present so we can begin long term data collection on these types of issues so we can try to track successional stages of not only trees and other forest resources, but the fungal species that are potentially aiding in this process through development of soil and nutrient profiles.

We had our annual Food Security Management Team Meeting and it went well, the budget year, compared to the working year and the reporting year still seem to be a bit confusing, but I believe it to be getting on track for all of the organizations involved.

Fire and Fuels Management Program

Though the issues with the Goff Project and the NRCS project have been resolved for the short term, there are larger issues in regard to the amount of funds the project has versus how many acres are completed to date. We do not have enough funds to complete either project. I finally got all the time entered into the project trackers and the results are looking grim. The Forest Service ordered the crew to go back over acres on the Goff

Project so that is their fault as they had no authority to do so. We will subsequently not get those acres done. Unfortunately not completing the acres will reflect poorly on us when it should reflect poorly on the Forest Service staff that exceeded their line of authority.

As for the NRCS project, we will have to complete that project and to do so we will need to pursue more funding. I intend to request assistance from housing when I can do a thorough assessment of our current funding shortage.

As for the Fire Management Officer and Fire and Fuels Operations Specialist positions, there were no applications that clearly showed that any person met the minimum qualifications for either job. There were however two applicants that showed potential and thus have interviews to see if they are close enough to the core requirements to establish a training plan be fulfilled within an established timeframe as a condition of hire for the Fire and Fuels Operations Specialist. The Unit Fire Management Officer position was sent out for extended outreach and I have already gotten phone calls from two people that intended to apply. From what I have heard so far, I am confident that we will get some very qualified applicants this round.

KARUK TRIBE
Karuk Tribal TANF Program
April 2014 Monthly Report

Program Report Summary
March 2014

Active Clients (Program Totals) Report:

Currently serving **73** clients (See attachment (A)) – KTCP-Active Cases as of 03/20/2014)

Served by Site

Currently serving **07** Clients at the Orleans Office

Currently serving **16** Clients at the Happy Camp Office

Currently serving **50** Clients at the Yreka Office

Families Served

Currently serving **35** 1-parent families

Currently serving **14** 2-parent families

Currently serving **24** Child only families

Work Participation Rate Report (WPR):

WPR = **50.00%** - (See attachment (B)) – KTCP – WPR – Orleans - Monthly Summary for 02/2014)

WPR = **33.33%** - (See attachment (B)) – KTCP – WPR – Happy Camp - Monthly Summary for 02/2014)

WPR = **73.33%** - (See attachment (B)) – KTCP – WPR – Yreka - Monthly Summary for 02/2014)

Work Participation Rate for February 2014 was **65.79%**.

Council Approval Request(s)

Approval travel request for to the ACF Consultation Session, in Arlington, VA, on June 15 – 20, 2014.

Approval to purchase TAS software for LIAP, GA and CSD programs. (Attachment (E))

Approval to increase the TANF Executive Director's Tribal Credit Card limit to \$4,500.

Approval to increase the LIAP Coordinator's Tribal Credit Card limit to \$2,500.

Approval to start negotiating a lease agreement 202 Lawrence Lane, Yreka, CA (Corner of S Oregon and Lawrence Lane

Council Information

(Attachment (C)) Native Employment Works Report

(Attachment (D)) LIAP/GA/CSD Report

(Attachment (E)) TAS Software for LIAP, GA and CSD.

(Attachment (F)) Drawings of 202 Lawrence Lane, Yreka, CA

(Attachment (G)) Drawing of Orleans Renovated TANF Office

(Attachment (H)) Executive Director Travel Request

(Attachment (I)) ACF Fiscal Year 2014 Award Letter

KARUK TRIBE
Karuk Tribal TANF Program
April 2014 Monthly Report

Program Report

Executive Director's Comments:

Staffing:

Currently reviewing Substance Abuse services with the tribe's AOD program to improve services to our clients.

Office Space –

Orleans

I prepared a drawing, on the TANF department section will look like for the committee and council review. (Attachment (G))

Happy Camp

Continuing to work with Ellen in renting the modular, at the tribe's RV park. Electrical, as well as, office addition is still being reviewed and other considerations.

YREKA

Providing drawing of the office under consideration at 202 Lawrence Lane, Yreka, CA. These are preliminary drawings

Appeals, Complaints and Grievances

Two appeals pending response from clients.

Director Travel

Traveling to participate in the ACF Consultation Session, in Arlington, VA, on June 15 – 20, 2014. To provide input for TANF and possibly other related programs. (Attachment (H))

Case Management –

I have three (3) NEW clients, in a training position. One (1) at the Yreka TANF office, one (1) working at the People's Center/Gift Shop and one (1) working at the Happy Camp Tribal Head Start. This client will start when all the HR requirements are completed.

I have one TANF working in the IT department.

We are steadily improving the quality and customer services to our clients. The work participation rate is improving and the data is being updated more quickly and entered correctly as demonstrated in the work participation report.

KARUK TRIBE
Karuk Tribal TANF Program
April 2014 Monthly Report

A 100% audit-is in progress.

All cases are being audited to ensure the case file is complete and accurate.

Food Security

One of TANF goals in this community is to provide knowledge in the area of substance living, due the remoteness of Orleans and Happy Camp. The Food Security Program and the TANF goals parallel each other. We have been meeting monthly and are working together to on implementing the work goals for this year.

My staff are committed and excited to participating with DNR's food security program in implementing the program's work plans.

IHS has inspected the kitchen in the old medical clinic building so that the kitchen can be brought into compliance. TANF received the inspection report and found that the kitchen was unclean. There were no major discrepancies, only cleanliness. We will be cleaning and having HIS re-inspect in the near future.

The food security would be using the facility to teach participants to cook and preserve foods and the summer youth lunch program project wants to provide hot lunches to the children this year. The backup plan, for lunches, would be to transport sack lunches from Happy Camp as we did in the previous year.

February 2014

Youth Activities

Will update when activity is complete

TANF Father/Motherhood Training

Classes are currently running in Orleans and Yreka

Submitted By:


Lester Lee Alford, Jr.
TANF Executive Director

Karuk Tribal TANF Program
Active Cases as of
04/16/2014

Orleans TANF Office

Total number of Child Only/Non-Needy families	3
Total number of One Parent families	4
Total number of Two Parent families	0
Total number of cases is	<u><u>7</u></u>

Happy Camp TANF Office

Total number of Child Only/Non-Needy families	8
Total number of One Parent families	6
Total number of Two Parent families	2
Total number of cases is	<u><u>16</u></u>

Yreka TANF Office

Total number of Child Only/Non-Needy families	13
Total number of One Parent families	25
Total number of Two Parent families	12
Total number of cases is	<u><u>50</u></u>

Total number of Child only cases program wide is	24
Total number of 1-Parent cases program wide is	35
Total number of 2-Parent cases program wide is	14
Total number of cases program wide is	<u><u>73</u></u>

Karuk Tribal TANF Program
WPR - Monthly Summary for 3 / 2014
Orleans TANF Office

Type of Family for Work Participation

One parent families	2
Two parent families	0
Child Only Family	3
Total Cases Reported for this Period	5

Current Case Load by Site

Humboldt County	5
Siskiyou County	58
*Total Cases: 63	

Work Participation for All Families

Cases that did the hours required	1
Cases required to work	2
Work Participation Rate	50.00 %
2012 Work Participation Rate is 30%	

Current Case Load by Staff

IMIRANDA	20
KKING	5
LAUBREY	14
MCHARLES	20
RBAILEY	5

Client TANF Payments

Total Payments	\$3,518.00
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Number of Clients Participating by Activity Type

049 - Unsubsidized employment	0
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	1
055 - Community Service Programs	0
056 - Vocational Education Training	0
057 - Job Skills Training Directly Related to Employment	0
058 - Education Directly Related to Employment - No HSD/GED	0
059 - Satisfactory School Attendance For Individuals - No HSD/GED	0
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	0

Karuk Tribal TANF Program
WPR - Monthly Summary for 3 / 2014
Happy Camp TANF Office

Type of Family for Work Participation

One parent families	4
Two parent families	2
Child Only Family	8
Total Cases Reported for this Period	14

Current Case Load by Site

Humboldt County	5
Siskiyou County	58
*Total Cases: 63	

Work Participation for All Families

Cases that did the hours required	2
Cases required to work	6
Work Participation Rate	33.33 %
2012 Work Participation Rate is 30%	

Current Case Load by Staff

IMIRANDA	20
KKING	5
LAUBREY	14
MCHARLES	20
RBAILEY	5

Client TANF Payments

Total Payments	\$10,178.84
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Number of Clients Participating by Activity Type

049 - Unsubsidized employment	0
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	0
055 - Community Service Programs	1
056 - Vocational Education Training	0
057 - Job Skills Training Directly Related to Employment	1
058 - Education Directly Related to Employment - No HSD/GED	0
059 - Satisfactory School Attendance For Individuals - No HSD/GED	0
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	5

Karuk Tribal TANF Program
WPR - Monthly Summary for 3 / 2014
Yreka TANF Office

Type of Family for Work Participation

One parent families	21
Two parent families	11
Child Only Family	13
Total Cases Reported for this Period	45

Current Case Load by Site

Humboldt County	5
Siskiyou County	58
*Total Cases: 63	

Work Participation for All Families

Cases that did the hours required	22
Cases required to work	30
Work Participation Rate	73.33 %

2012 Work Participation Rate is 30%

Current Case Load by Staff

IMIRANDA	20
KKING	5
LAUBREY	14
MCHARLES	20
RBAILEY	5

Client TANF Payments

Total Payments	\$29,727.03
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Number of Clients Participating by Activity Type

049 - Unsubsidized employment	10
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	2
054 - Job Search - Job Readiness	3
055 - Community Service Programs	2
056 - Vocational Education Training	2
057 - Job Skills Training Directly Related to Employment	0
058 - Education Directly Related to Employment - No HSD/GED	0
059 - Satisfactory School Attendance For Individuals - No HSD/GED	0
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	21

Karuk Tribal TANF Program

WPR - Monthly Summary for 3 / 2014

04/16/2014

Type of Family for Work Participation

One parent families	27
Two parent families	13
Child Only Family	24
Total Cases Reported for this Period	64

Current Case Load by County

Humboldt County	5
Siskiyou County	58
*Total Cases: 63	

Work Participation for All Families

Cases that did the hours required	25
Cases required to work	38
Work Participation Rate	65.79 %
2013 Work Participation Rate is 30%	

Current Case Load by Staff

IMIRANDA	20
KKING	5
LAUBREY	14
MCHARLES	20
RBAILEY	5

Client TANF Payments

Total Cash Assistance Payments	\$43,423.87
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Number of Clients Participating by Activity Type

049 - Unsubsidized employment	10
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	2
054 - Job Search - Job Readiness	4
055 - Community Service Programs	3
056 - Vocational Education Training	2
057 - Job Skills Training Directly Related to Employment	1
058 - Education Directly Related to Employment - No HSD/GED	0
059 - Satisfactory School Attendance For Individuals - No HSD/GED	0
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	26

ATTACHMENT (B)

NATIVE EMPLOYMENT WORKS (NEW) PROGRAM REPORT

Grantee: KARUK TRIBE

Period covered by this report:
July 1, 2013 - June 30, 2014

PART 2 – STATISTICAL REPORT

Enter the appropriate number of NEW program clients (participants) for each category/characteristic. Count each client served during this report period under each applicable category/characteristic. Cover all NEW clients served at any time during this report period under the NEW program.

Number of NEW Clients Served

	Number
A. Total number of active NEW clients served under the NEW program during this report period (<i>Items B + C + D + E = item A.</i>)	<u>32</u>

Number of NEW Clients with Selected Characteristics at NEW Enrollment

Characteristic	Number	Characteristic	Number
B. Adult males (21 and over)	<u>12</u>	F. TANF recipients	<u>0</u>
C. Adult females (21 and over)	<u>14</u>	G. BIA General Assistance recipients	<u>1</u>
D. Youth (under 21) males	<u>2</u>	H. High school graduates, GED, or higher/college/post-secondary education	<u>26</u>
E. Youth (under 21) females	<u>4</u>		

Number of NEW Clients Participating in NEW Activities and Receiving NEW Services

Count each client who participated in a training/education/employment/work activity and/or received a supportive or job retention service as part of the NEW program, at any time during this report period. Item R: count each client family that received child care services as part of the NEW program, at any time during this report period.

Training/Education/Employment/Work Activity	Number	Supportive/Job Retention Service	Number
I. Classroom training and/or education	<u>4</u>	N. Transportation assistance	<u>1</u>
J. On-the-job training (OJT)	<u>0</u>	O. Clothing/uniforms/shoes and tools/gear needed for training or employment	<u>16</u>
K. Work experience/exposure	<u>5</u>	P. Medical/optical/dental services	<u>1</u>
L. Job search/job placement	<u>3</u>	Q. Counseling	<u>0</u>
M. Other training/education/employment/work activities (<i>List these activities below.</i>)	<u>9</u>	R. Child care services	<u>1</u>
<u>Job Readiness</u>		S. Other supportive and job retention services (<i>List these services below.</i>)	<u>4</u>
<u>Job Retention</u>		<u>Wages</u>	

Number of NEW Clients with Selected Outcomes

Items T and U: count each client who achieved this outcome at any time during this report period, while in the NEW program. Items V and W: count each client who achieved this outcome at any time during this report period, while in the NEW program or within 90 days after leaving the NEW program.

	Number
T. Total unduplicated number of clients who successfully completed 1 or more NEW training/education/employment/work activities (activities covered under items I, J, K, L, and M)	<u>32</u>
U. Total number of clients who earned high school diploma or GED	<u>0</u>
V. Total number of clients who entered unsubsidized employment, by any means	<u>1</u>
W. TANF recipient clients who entered unsubsidized employment (<i>a subset of item V</i>)	<u>0</u>

Low Income Assistance Programs

Please note these statistics are for the month of March, 2014.

GA (General Assistance)

- The GA Program has served a total of 6 applicants for March 2014.
- We have provided 10 essential needs requests. (Shelter Vouchers: 4, Clothing Vouchers: 1, Food Vouchers: 5)
- Burial Requests : 0 Emergency / Disaster Requests: 0
- 2 of these applicants were between the ages of 18-29.
- 3 of these applicants were between the ages of 30-50.
- 1 applicant was age 55 or higher.
- All applicants had a family size of 1 (single).

LIHEAP (Low Income Home Energy Assistance Program)

- The LIHEAP Program has served a total of 19 applicants for March 2014.
- 2 applicants received Wood Assistance.
- 1 applicant received Propane Assistance.
- 16 applicants received Electricity Assistance.
- 11 applicants had a family size of 1 (single).
- 8 applicants had a family size of 2 or more.
- 6 applicants were between the ages of 18-29.
- 6 applicants were between the ages of 30-50.
- 7 applicants were between the ages of 55 or higher.

Adult Care Services Program

- We assisted 3 elders with Adult Care Assistance for the month of March 2014. All elders receive assistance with household chores, duties they can no longer do for themselves as well as personal care.

General Assistance Work Experience Program (GAWEP)

- For the month of March 2014, we had 5 participants.
- The objective of GAWEP is for participants to work towards self-sufficiency. This goal can be obtained through a combination of: community volunteer work, skills training, workshops, education or self-help programs. Participants must volunteer 18 hours every two weeks with 4 job searches. Signatures must be obtained to receive compensation.

LIAP Committee / Council Discretionary Funds

- We assisted 2 applicants for the month of March 2014
- The LIAP Committee meets once a month with a total of 6 committee members. (2 Council Members, 1 KTHA delegate, 1 Health Program delegate, 1 Tribal TANF delegate, and LIAP Coordinator)

Community Service and Development Fund (CSD)

- For the month of March 2014, CSD has served 11 applicants.
- 7 applicants were enrolled Karuk Tribal Members.
- 4 applicants were Enrolled Karuk Tribal Descendants.
- Food Assistance: 6
- Shelter Assistance: 1
- Clothing Assistance: 3
- Energy Assistance: 1
- Other Emergency / Special Needs Request: 1

**Request for Approval
of
Additional TAS Modules**

Eaglesun Systems Products, Inc.
5516 S. Lewis
Tulsa, OK 74105

General Assistance to include electronic routing for approval on both GA payments and burial/emergency payments	\$ 14,000
LIHEAP to include electronic routing for approval	\$ 11,000
CSBG utilizing the Benefits module to include electronic routing for approval	\$ 11,000
Each additional TAS user	\$ 700
One-Time Cost for software	\$ 36,100
Annual maintenance for above modules	\$ 5,400
Total Initial Cost	\$42,100
Allocation of funds to purchase software	
LIAP, GA, CSD Program	\$500
N.E.W. Program	\$10,000
TANF Program	\$ 31,600

Lester Alford

From: Madison, David (ACF) <David.Madison@acf.hhs.gov>
Sent: Wednesday, April 09, 2014 12:11 PM
To: Lester Alford
Subject: RE: Request for approval for TAS software

Hi Mr. Alford,

You do not need the approval of ACF for the purchase of software only.

David Madison

From: Lester Alford [<mailto:llalford@karuk.us>]
Sent: Wednesday, April 09, 2014 9:18 AM
To: Madison, David (ACF)
Subject: Request for approval for TAS software

Ayukîi (Hello) David,

Per our telephone conversation today, I am requesting approval to purchase software for our TAS system in order to add LIAP, GA and CSD program to TANF software. Cost of software is approximately \$42,000.00.

I am only purchasing software.

Yôotva (Thank You)

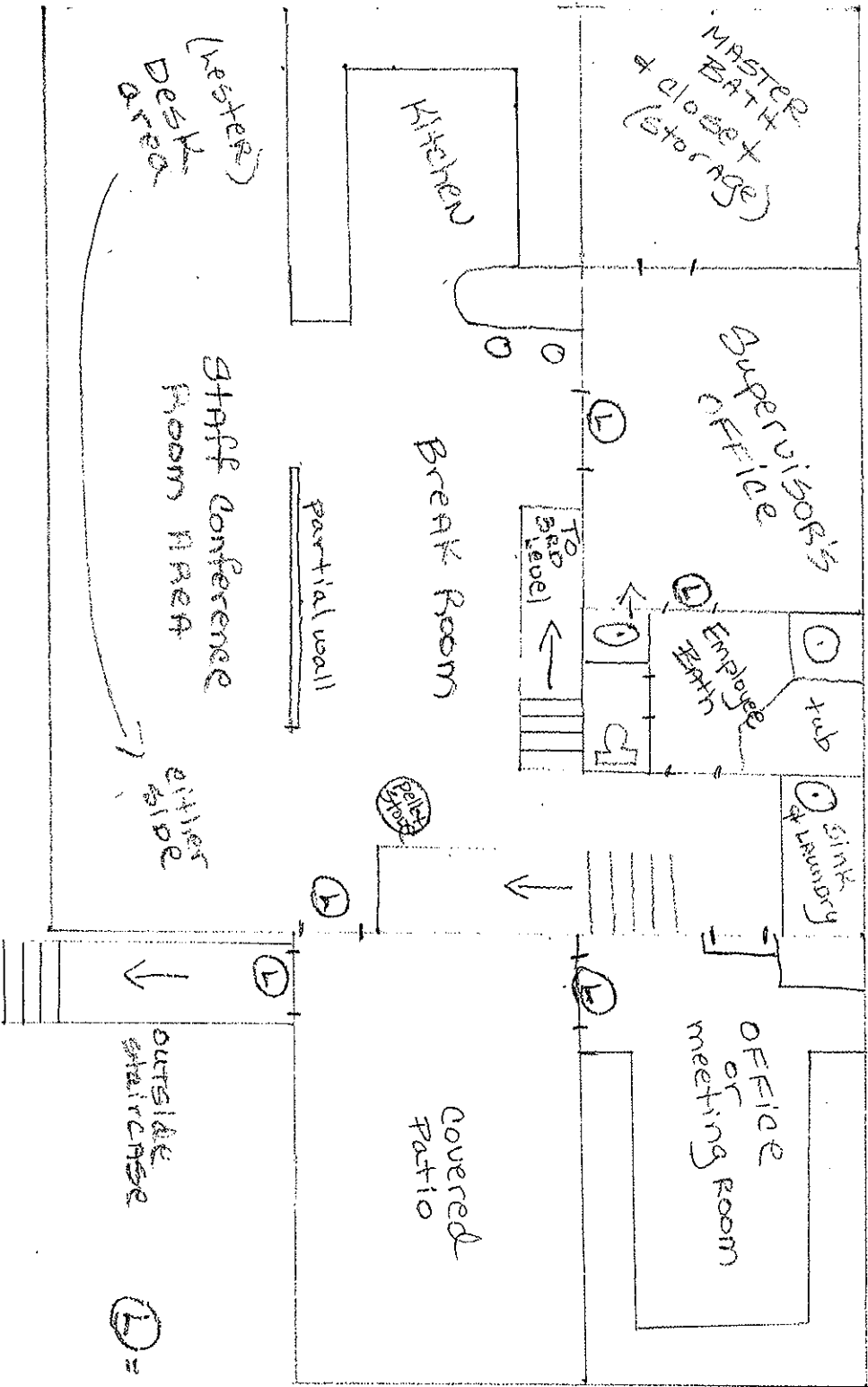
Lester L. Alford, Jr., M.A.O.M, B.S.
TANF Executive Director
P.O. Box 1016
64236 Second Avenue
Happy Camp, CA 96039
(530) 493-1440 Ext. 4
(530) 493-1442 FAX
llalford@karuk.us

2nd Floor

3,500 sq ft (.51¢ a sq foot = \$1,500) plus large, long garage

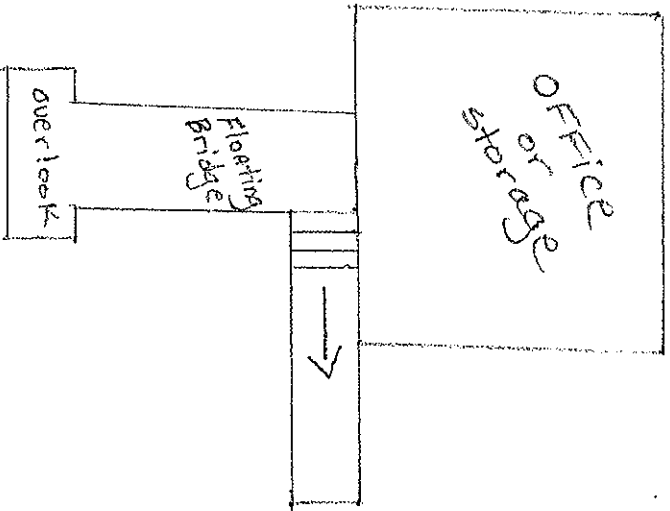
Heat pumps - 1 for 1st floor, 1 for 2nd floor
 Propane fireplace in lobby
 Pellet stove on 2nd floor

clients on first floor only
 10-12 parking spaces for clients



(L) = LOCKED DOOR

3rd Floor



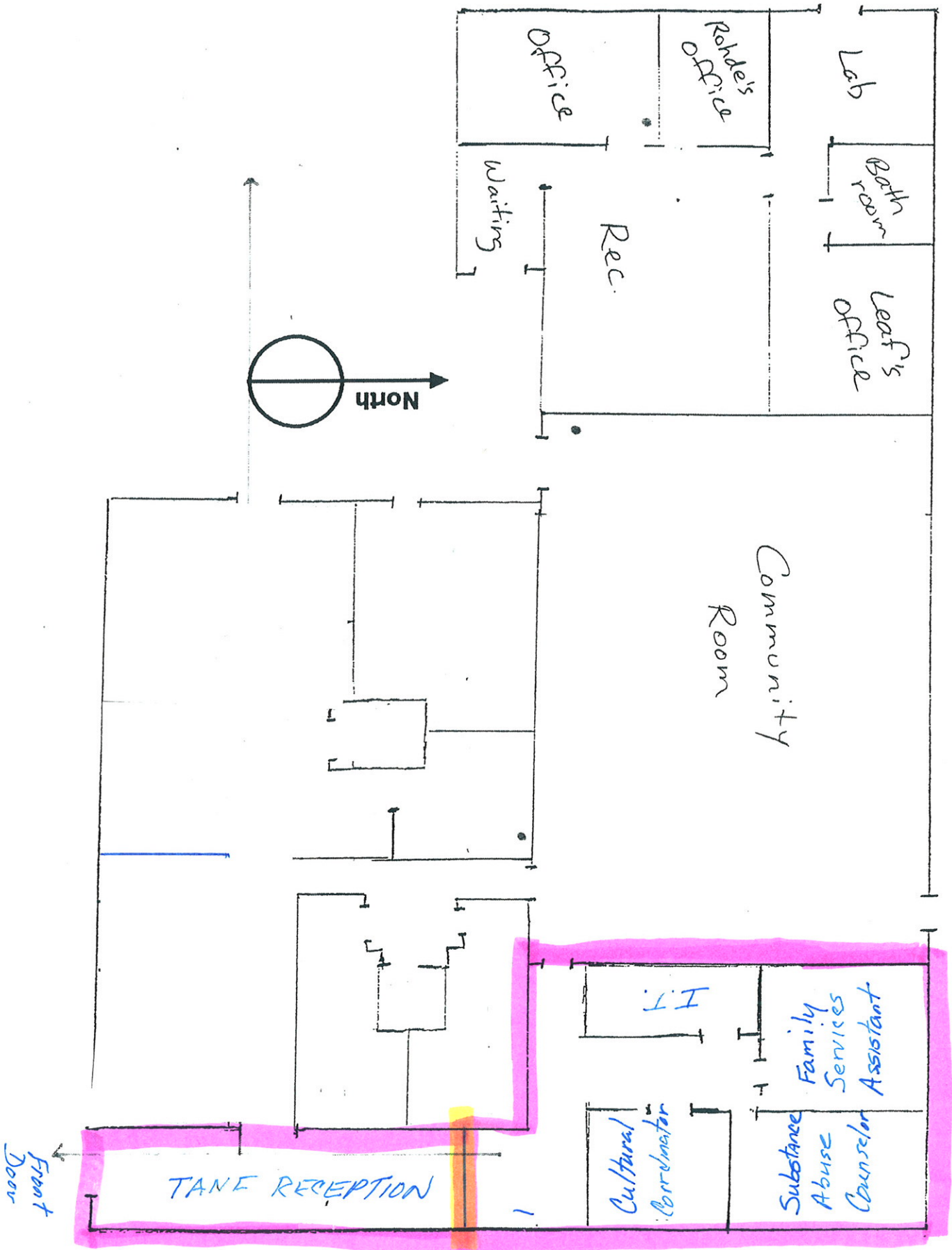
1st Floor: 4 offices

- 1 interview room
- Large lobby
- ADA Public Bathroom
- Large reception area
- Storage closets
- Large Public Event + conference Room
- Employee only door
- Large garage for Tribal vehicles
- Electrical, phone, wire rm

2nd Floor:

- Supervisors office with private behind storage
 - Employee bath room
 - Full Kitchen
 - Break Area
 - Storage + laundry area
 - Meeting Room
 - lg staff conference area
 - Covered patio
 - Area for open Deck (Lester) space
 - Outside staircase
 - Inside staircase
- 3rd Floor: Extra Office or Storage Room

All electric kitchen with oven, microwave, dishwasher, + trash compactor, stove top and refrigerator. Hot water tank uses propane.



ATTACHMENT (G)



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES

Office of the Assistant Secretary, Suite 600
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

Dear Tribal Leader:

The Administration for Children and Families (ACF) is planning its fifth Tribal Consultation Session to be held on June 16, 2014. The session will take place in the Doubletree Hotel Crystal City in Arlington, Virginia.

The Tribal Consultation Session will begin the morning of June 16, 2014, and continue throughout the day until all discussions have been completed. During the Tribal Consultation Session, ACF Principals will be available to speak with Tribal Leaders to discuss issues important to the tribes and will focus on ACF tribal program priorities. To help both you and the ACF Principals prepare for this consultation, we have enclosed a draft agenda. We would like you to participate in teleconference calls to identify who will be providing testimony and to which office. The agenda may change based on the comments we receive. The planning teleconference calls will be held as follows:

Wednesday, May 14, 2014, 3:00 p.m. – 4:00 p.m. Eastern Time

Wednesday, May 21, 2014, 3:00 p.m. – 4:00 p.m. Eastern Time

Wednesday, May 28, 2014, 3:00 p.m. – 4:00 p.m. Eastern Time

(If there are only a few participants on a call, it may end before 4:00 p.m.)

The call-in number is: 866-769-9393. The passcode is: 4449449#.

Please submit your testimonies for the Tribal Consultation Session by June 2, 2014. You may also submit testimonies at the session; we will hear your testimony to the extent that time allows. To facilitate the discussion, we ask that presenters provide a brief overview of their testimony and include the specific issues to be addressed at the session. If a tribe cannot send a member to present testimony in person, ACF will provide a webinar connection with an audio line for this session.

ACF will keep the testimony record open for 30 days after the date of the Tribal Consultation Session. After that time, ACF will provide written responses to all testimonies received.

Testimonies may be submitted to: anacommissioner@acf.hhs.gov. Hard copy testimonies may be mailed to:

Lillian Sparks, Commissioner
Administration for Native Americans
370 L'Enfant Promenade, SW
Washington, D.C. 20447

Page 2 – Tribal Leader

The Tribal Consultation Session will be followed by the ACF Native American Grantee Conference, to be held June 17-19, 2014. This conference will have several workshops that we hope will be informative to you and your grant program directors. The theme of this year's conference is "Honoring Our Commitments to Native American Families and Communities: Today and Tomorrow." The workshop tracks are: Accessing Educational Opportunities; Economic Opportunity NOW!; Promoting Health; Supporting Governance; Promoting Hopeful, Safe and Healthy Communities; Understanding Grants Management and Administration; ACF— Learning from You (Listening Session).

On June 20, 2014, several program offices will hold individual meetings for the grantees they work with directly. The following offices will hold meetings on that day: ANA, Children's Bureau, Family and Youth Services Bureau, Office of Child Care, and the Office of Child Support Enforcement.

To register for the consultation or conference, please visit:

<https://www.regonline.com/acfgranteemeeting>.

If you have any questions about the consultation session or the conference, you may contact Commissioner Sparks Robinson at 202-401-5590 or lillian.sparks@acf.hhs.gov. You may also contact Deputy Commissioner Kim Romine at 202-205-5603 or kimberly.romine@acf.hhs.gov.

We look forward to our continuing relationship with you.

Sincerely,



Mark H. Greenberg
Acting Assistant Secretary
for Children and Families

Enclosures

ATTACHMENT (H)



ACF Consultation Session
Doubletree Hotel Crystal City
Arlington, VA

June 16, 2014

8:30 AM **Tribal Opening**

Welcome and Introductions

Lillian Sparks Robinson, Commissioner, Administration for Native Americans

8:50 AM **Opening Remarks**

Mark H. Greenberg, Acting Assistant Secretary for Children and Families

Federal Moderator: Lillian Sparks Robinson, Commissioner, Administration for Native Americans

Tribal Moderator: TBD

9:00 AM - **Administration for Native Americans**
12:00 Noon

ANA Representative: Lillian Sparks Robinson, Commissioner
Tribal Representative(s):

Office of Family Assistance
Tribal TANF Programs
TANF Reauthorization
Update on P.L. 102-477

OFA Representative: Earl Johnson, Director
Tribal Representative(s):

Office of Child Support Enforcement
Model Tribal System
Annual Report to Congress
Notice of Proposed Rulemaking
OCSE Representative: Vicki Turetsky, Commissioner
Tribal Representative(s):

Office of Community Services
LIHEAP
OCS Representative: Jeannie Chaffin, Director
Tribal Representative(s):

12:00 Noon – **Lunch**
1:30 PM



ACF Consultation Session
Doubletree Hotel Crystal City
Arlington, VA

Federal Moderator: Lillian Sparks Robinson, Commissioner, Administration for Native Americans

Tribal Moderator:

1:30 PM –
4:30 PM

Office of Child Care

Highlight of Consultation on the NPRM
Child Care and Development Fund (CCDF)
Tribal MIECHV (Tribal Home Visiting)

OCC Representative: Shannon Rudisill, Director

Tribal Representative(s):

Office of Head Start

OHS Representative: Ann Linehan, Acting Director

Tribal Representative(s):

**Administration on Children, Youth and Families,
Family and Youth Service Bureau**

Tribal PREP
FVPSA
RHY

ACYF/FYSB Representative: William H. Bentley, Associate Commissioner

Tribal Representative(s):

**Administration on Children, Youth and Families,
Children's Bureau**

Title IV-E
Child Welfare
ICWA

ACYF/CB Representative: Joo Chang, Associate Commissioner

Tribal Representative(s):

4:30 PM –
4:45 PM

Closing Remarks and Tribal Closing



ADMINISTRATION FOR
CHILDREN & FAMILIES

370 L'Enfant Promenade, S.W. Washington DC 20447

April 1, 2014

Director
Karuk Tribe
PO BOX 1016
Happy Camp, CA 96039-1016

RECEIVED APR 14 2014

Re: Notice of Award - FY 2014

Dear Grantee:

This grant award represents obligation for fiscal year 2014 for the Temporary Assistance for Needy Families (TANF) program. These funds are subject to requirements of Title IV-A of the Social Security Act as amended by Title IV-A of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, PRWORA, P.L. 104-193.

Appropriation	CAN	This Action	Cumulative
751552	2014G996115	\$302,954	\$915,399
		Total \$302,954	\$915,399

EIN: 1942576572A1 Document Number: 14QNCATANF CFDA Number: 93.558

With the acceptance of this award, you agree to administer this grant in compliance with conditions set forth in the applicable Program Instructions, terms and conditions, Departmental regulations, and OMB Circulars. This award is also subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

A copy of the General Terms and Conditions governing mandatory grant programs and additional program-specific requirements for this program are available at <https://www.acf.hhs.gov/grants/terms-and-conditions>.

Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

Funds included in this award will be made available through the DHHS Payment Management System (PMS). Questions pertaining to payments should be directed to DHHS Division of Payment Management, Post Office Box 6021, Rockville, MD 20852; telephone 1-877-614-5533. Fiscal reporting questions regarding this grant should be directed to the ACF Regional Office.

Please transmit a copy of this letter to the office authorized to request funds covered by this award.

Sincerely,

Patrick A Wells
Director
Division of Mandatory Grants

Proposals Initiated/Under Consideration:

AmeriCorps: AmeriCorps Indian Tribes Grants 2014

The mission of the Corporation for National and Community Service (CNCS) is to improve lives, strengthen communities, and foster civic participation through service and volunteering. CNCS—through its AmeriCorps and Senior Corps programs—has helped to engage millions of citizens in meeting community and national challenges through service and volunteer action.

The draft application is attached for review. The application is in the process of being reviewed.

The grant writer has been assisting Viola Long with the submission of the AmeriCorps grant.

Application is due April 30, 2014

Indian Health Services (IHS): Tribal Management Grant

The purpose of the TMG Program is to assist federally-recognized Tribes and tribally-sanctioned Tribal organizations in assuming all or part of existing IHS programs, services, functions, and activities (PSFAs) through a Title I contract and to assist established Title I contractors and Title V compactors to further develop and improve their management capability.

The NOFA for the Tribal Management Grant is not yet available, however; IHS anticipates that applications will be due May 30th.

First Nations Development Institute: Native Agriculture and Food Systems Initiative

Under this project, First Nations will award grants, ranging from \$20,000 to \$25,000 each, to support projects working to eliminate food insecurity among tribal elders. Projects can focus on increasing food access to tribal elders, food affordability, ensuring sufficient food quality and adequacy, and/or food appropriateness. Projects that also incorporate decreasing senior isolation and/or intergenerational learning will be given additional consideration.

*In coordination with the Food Security Program, the program will expand the program to include an additional six canning workshops, which will result in the preservation of 100 jars/quarts of fruit, vegetables and salmon to be distributed to tribal elders. Other activities include a community garden at Ishkeesh Ranch which will include local youth and adult volunteers. Lastly, the project will identify barriers to integrating traditional foods into the senior lunch program. Applications are due March 14, 2013. **Application was denied. This is a highly competitive application. There were 62 applications and approximately 7 funded.***

Office of Community Services: Residential Energy Assistance Challenge Program (REACH)

REACH funds are available to LIHEAP grantees to plan and implement innovative home energy related programs. Specifically, the Office of Community Services (OCS) is soliciting REACH grants that promote innovative LIHEAP initiatives to address home energy-related health and safety issues and —home energy vulnerability (i.e., the risk to personal health and safety that is associated with home energy affordability).

The REACH activities will include: Residential energy efficiency education will also be provided to community members through the Karuk Tribe's Elders' Program and the Senior Nutrition Program. Elders will be educated on ways to improve their health and safety, as well as lower energy costs, through the LIHEAP's REACH Program. Health and safety measures include: education on proper use of space heaters & electric blankets, annual cleaning of swamp coolers and other appliance filters, and ways to maintain comfort while conserving energy.

Application was approved and submitted in the amount of \$50,000

Department of Justice: Coordinated Tribal Assistance Solicitation (CTAS)

The Department of Justice through the Office of Violence Against Women provides federally-recognized Tribes and Tribal consortia an opportunity to develop a comprehensive and coordinated approach to public safety and victimization issues and to apply for funding. DOJ's existing Tribal government-specific programs are included in, and available through, this single Coordinated Tribal Assistance Solicitation.

The 2014 CTAS will focus on Purpose Areas 2, 3, 5, and 9. Purpose Area 2 will assist the Judicial Department with developing a Strategic Plan. Purpose Area 3 will focus on expanding a Healing to Wellness Court. Purpose Area 5 will further fund the Domestic Violence program and activities. Finally, Purpose Area 9 will provide funding to support culturally-based juvenile delinquency prevention services and juvenile probation services.

Applications are due March 24th 2014.

Application was approved and submitted in the amount of \$1,597,113

Proposals Initiated/Under Consideration:

Tom Waddell

Language Restoration and Immersion- Since the ANA funding has already passed, I have been continuing to look for other sources. Josh Saxon has volunteered to work with the KLRC and will continue to have conversations about the future direction of the Language Program.

Home Land Security – With IT Dept. – I continue to meet with Eric, Dale and Tom Fielden concerning this grant. The NOFA is out with an application deadline of May 23rd.

HRSA Grant opportunities – A project has been identified and we will be asking for permission to apply for a grant to acquire Automated External Defibrillator (AEDs) to place with First Responders and key locations in Yreka, Happy Camp, Seiad and Orleans.

HUD-Indian Community Development Block Grant- ICDBG

The ICDBG program provides eligible grantees with direct grants for use in developing viable Indian and Alaska Native Communities, including decent housing, a suitable living environment, and economic opportunities, primarily for low and moderate income persons.

The Grants Department has extensively reviewed prior applications and rating forms and will be resubmitting the 2013 ICDBG application for a Wellness Center. I have been in contact with all stakeholders for this grant and have held one planning meeting to date.

The project is waiting for the NOFA to come out.

Other Funding Opportunities:

Funding opportunities continue to be reviewed for eligibility and compatibility with Tribal program goals and objectives.

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Emma Lee Johnson DATE: 4/15/2014

DEPARTMENT: Grants Department

DEADLINE: 4/23/14 AMOUNT: \$500,000 DATES FROM: _____ TO: _____

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

Bureau of Reclamation (BOR) modification ⁰⁰⁴ ~~003~~ to the 2014 BOR Annual Funding Agreement (AFA) in the amount of \$500,000 which will focus on Fisheries, Water Quality, and Policy Development.

REVIEW:	COMPLIANCE	CFO	OTHER:
NARRATIVE:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
BUDGET:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INDIRECT COST:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MATCH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOCUMENTATION:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRIBAL RESOLUTION:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



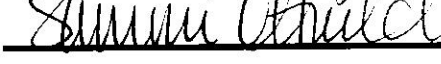
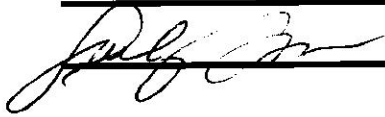
COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*		DATE	<u>4/15/2014</u>
CFO*		DATE	<u>4-17-2014</u>
COMPLIANCE*		DATE	<u>4-16-14</u>
CHAIRMAN	_____	DATE	_____
OTHER		DATE	<u>4/16/14</u>

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 RESOLUTION

Check One: Resolution

Karuk Tribe Number Assigned: [Redacted]

Prior Amendment: _____

Requestor: [Redacted]

Date: [Redacted]

Department/Program: [Redacted]

[Redacted]

Brief Description of Purpose:
[Redacted]

** REQUIRED SIGNATURES **

[Signature]

**Self-Governance Coordinator

7/16/14

Date

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

Karuk Tribe



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Administrative Office

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

RESOLUTION OF THE KARUK TRIBE

Resolution No: 14-R-036
Date Approved: April 24, 2014

RESOLUTION AUTHORIZING THE SUBMISSION OF A BUREAU OF RECLAMATION (BOR) MODIFICATION 004 TO THE 2014 BOR ANNUAL FUNDING AGREEMENT (AFA) IN THE AMOUNT OF \$500,000 WHICH WILL FOCUS ON FISHERIES, WATER QUALITY, AND POLICY DEVELOPMENT.

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, as amended, on behalf of the Karuk Tribe; and

WHEREAS; in Article 29 of the 2008 adopted Declaration on the Rights of Indigenous People, the United Nations declared Indigenous peoples have the right to the conservation and protection of the environment and the productive capacity of their lands or territories and resources; and

WHEREAS; in Article 32 of the 2008 adopted Declaration on the Rights of Indigenous People, the United Nations declared Indigenous peoples have the right to determine and develop priorities and strategies for the development or use of their lands or territories and other resources; and

WHEREAS; the Karuk Tribal Council endorsed the United Nations' Declaration on the Rights of Indigenous People on January 26, 2012; and

WHEREAS; the Karuk Tribe serves as a steward of the Klamath Basin's natural resources protecting threatened salmon populations that are a federal trust resource critical to the vitality of our culture; and

THEREFORE BE IT RESOLVED; that the Karuk Tribe will support the efforts to fulfill the requirements of the Bureau of Reclamation AFA; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the submission of the Bureau of Reclamation (BOR) modification 004 to the 2014 BOR Annual Funding Agreement (AFA) in the amount of \$500,000 which will focus on Fisheries, Water Quality and Policy Development.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 14-R-036 which was approved at a regularly scheduled Tribal Council Meeting on April 24, 2014 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

Karuk Tribe Fiscal Year 2014 AFA Modification 004 Proposal: Restoring Key Klamath Tributaries

Prepared by: S. Craig Tucker Ph.D.
Klamath Coordinator, Karuk Tribe
April 4, 2014

Abstract:

This proposal for a modification of the Karuk Tribe's Annual Funding Agreement (AFA) with the Bureau of Reclamation (BOR) focuses on three programs within the Karuk Department of Natural Resources: 1) Fisheries; 2) Water Quality; and 3) Policy Development.

The mission of the Karuk Department of Natural Resources (DNR) is to protect, promote, and preserve the cultural/natural resources and ecological processes upon which the Karuk People depend. This proposal focuses on a subset of DNR programs and projects that further this mission.

The Tasks described in this proposal represent a range of strategies to achieve our mission ranging from physical habitat restoration projects, monitoring of water quality conditions, and policy research and development.

This total request is for \$500,000

Project Background:

Restoring Key Tributaries

A long-term goal of the Karuk Tribe is to restore fisheries habitat by improving hydrologic function and water quality in the Klamath River and key tributaries. Since time immemorial, the Karuk People have relied on fish such as salmon, lamprey, mussels, steelhead, and sturgeon for survival. Over time the Tribe developed strategies to manage and enhance populations of these species through active management techniques, many of which are incorporated into religious and ceremonial practices.

Many factors have contributed to a dramatic decline in virtually every fish species in the Klamath Basin since contact including logging, agricultural diversions, dam building, commercial fishing and more.

Fish production in the Klamath Basin depends on adequate water quality and quantity in the main-stem as well as that of tributaries which serve as spawning and juvenile rearing habitat. In order to begin the slow process of reversing the current downward trends in fish populations, the Karuk Tribe has developed restoration priorities informed by the scientific literature, analyses by tribal fisheries biologists, and traditional ecological knowledge.

From our previous studies, we have concluded that a top priority for restoring salmon populations basin-wide is the restoration of the Scott River and Shasta River sub-basins, historically the two most prolific and productive tributaries to the Klamath River upstream of the Karuk traditional

dip-net fishery. This proposal furthers our efforts to develop a deep technical understanding of how these sub-basins function and how we may begin to restore hydrologic function and fish production.

The Scott River is in Siskiyou County California and enters the Klamath River approximately 150 river miles from the Pacific Ocean. The Scott River is 58 miles long and historically provided optimal habitat for several anadromous species including coho salmon, Chinook salmon, Pacific lamprey, and steelhead trout. The Scott Valley's modest gradient and the close connection of surface flows with cold stores of groundwater contribute to its value as fish habitat. Today the Scott River has been dramatically altered mechanically by dikes and mining. Flow quantity and water quality is impaired by agricultural operations and sedimentation due to poor logging practices. Despite these impairments, the Scott River continues to support modest spawning and rearing populations of coho and Chinook salmon as well as steelhead trout.

Our plan for restoring the Scott River generally involves the following:

- Developing a hydrologic model that describes how water moves through the Valley and the effects of existing dams, diversions, and agricultural wells on this flow;
- Developing an Ecosystem Diagnosis and Treatment (EDT) model to better understand the flow and habitat needs of the various life stages of all anadromous species in the Scott River;
- Understanding the legal and regulatory framework governing land and water use in the Valley;
- Working with stakeholders and regulatory agencies (local, state and federal) to develop a panel of potential restoration actions that could achieve a long term goal of a restored Scott River which has self-sustaining populations of native anadromous species that are fishable and improve water quality;
- Evaluating these potential restoration actions using developed hydrologic and fish habitat models;
- Synthesizing the above information into a cohesive long term restoration plan that will serve as a blue for Scott River restoration.

The end result will be a restoration strategy that has credible scientific underpinning, is consistent with applicable laws and regulations, and has the buy-in by regulatory agencies, affected tribes, and stakeholders.

Previous funding from the Bureau of Reclamation and the Bureau of Indian Affairs has allowed completion of a report: *Groundwater Conditions in Scott Valley, California* and an accompanying water model. This report and the model are the foundational tools for this effort. We seek funds to do a thorough analysis of state and federal policies that address management of public and tribal trust resources in the Scott Valley to better develop our own policy platform and advocacy goals.

The Shasta River watershed is the first major watershed downstream of Iron Gate Dam on the Klamath River. The watershed is approximately 800 square miles. The Shasta River originates in the higher elevations of the Eddy Mountains, southwest of the City of Weed in Siskiyou County, California. The river flows northerly for 50 miles through the Shasta Valley and Canyon to the Klamath River approximately 180 miles upstream from the Pacific Ocean. Numerous springs and tributaries enter the Shasta River through the Shasta Valley with the principal source of spring flow coming from Mt. Shasta.

The Shasta River has been altered predominately by irrigation diversions and construction of Dwinnell Dam. Dams and diversions lead to impaired water quality by affecting water temperature, water quantity, and natural hydrologic patterns. Dwinnell Dam stores water from the main stem Shasta River as well as water diverted from Parks Creek, a significant Shasta River tributary, which is diverted to the reservoir by means of an artificial diversion structure and canal.

As described in the report we produced last year with funds from the Bureau, both the reach of the Shasta River immediately downstream of the Dwinnell Dam as well as the reach of Parks Creek immediately downstream of the aforementioned diversion structure represent critical habitat for ESA listed coho salmon. Under current conditions, flows in this reach of the Shasta and Parks Creek are often too low to accommodate the needs of anadromous fish at critical times of year.

Our plan for restoring the Shasta River generally involves the following:

- Developing a hydrologic model that describes how water moves through the irrigation infrastructure developed in Shasta Valley.
- Evaluating current and historic condition in an effort to identify factors limiting fish production.
- Understanding the legal and regulatory framework governing land and water use in the Valleys.
- Working with stakeholders and regulatory agencies (local, state and federal) to develop a panel of potential restoration actions that could achieve a long term goal of a restored Shasta River which has self-sustaining populations of native anadromous species that are fishable and improve water quality.
- Evaluating these potential restoration actions using developed hydrologic and fish habitat models.
- Advocating for the implementation of a long-term restoration strategy rooted in sound science and consistent with applicable laws and regulations.

Previous funding has allowed us to develop two key documents: a study entitled, *Effects of Dwinnell Dam on Shasta River Salmon and Considerations for Prioritizing Recovery Actions*; and a hydrologic model that describes how water moves through Dwinnell Reservoir and associated irrigation diversion structures. Additional funding will allow the Karuk Tribe to do participate fully in upcoming federal and state decision making processes affecting the management of the Shasta River including: management of Big Springs, a key salmon spawning and rearing area fed by a large natural spring; issuance of relevant Endangered Species Act and Clean Water Permits to Montague Water Conservation District and other local landowners required to apply for such permits; and do additional studies.

Objective # 1: Policy Research and Analysis on Scott River

Budget: \$33,000

The Scott River represents one of a handful of core salmon strongholds in the Klamath Basin. In recent years the Tribe has performed several studies and investigations to better understand fishery conditions and hydrologic function in the watershed. The ecological functions and physical characteristics of the Scott River are very complex. Similarly, a complex web of

regulatory and statutory authorities governs water use in the Scott Valley. California State agencies involved include the State Water Resources Control Board, Department of Water Resources, and the Department of Fish and Wildlife. Federal agencies involved include the United States Forest Service, National Marine Fisheries Service, and the Bureau of Reclamation. Locally, Siskiyou County plays a leading role in groundwater management. Additionally, there are several landowner led organizations involved in restoration efforts.

In order for the Karuk Tribe to develop a durable advocacy platform that is legally and politically sound, the Karuk Tribe seeks funds to thoroughly investigate and understand the laws and policies that pertain to the Scott River.

Objective # 2: Participation in Permitting Programs in the Shasta River Watershed

Budget: \$70,431

Currently, several landowners in the Shasta Valley are working to develop restoration and water conservation proposals that must be considered for permitting pursuant to Endangered Species Act, Clean Water Act, and other laws. The permit requirements pertaining to operation of Dwinnell Dam and management of Big Springs as well as other ecologically important lands must be protective of fisheries in order enable salmon recovery in this important watershed.

The Karuk Tribe seeks funding to fully participate in these processes, share our expertise, and represent our interests. We will contract with Biostream Environmental help us perform technical reviews.

Objective #3: Klamath River Coho Salmon In-Stream Habitat Restoration

Budget: \$306,000

The Karuk Tribal Fisheries Program is currently planning and implementing habitat restoration focusing on improving critical rearing habitat that includes flood plain and off-channel habitats. Local studies describe off-channel habitats as critical for juvenile coho salmon survival and contribute to rapid growth needed for survival. Additionally, studies indicated that winter rearing habitats that are typically found with off-channel sites are in limited supply. This project aims to rebuild critical rearing habitat for juvenile coho salmon.

The Tribe will hire a full time restoration biologist who will be in part responsible for planning and implementing habitat restoration projects. The biologist will work closely with all federal and state agencies to acquire permits and additional funding necessary to implement projects. The biologist will maintain partnerships with local non-profit watershed groups including the Salmon River Restoration Council (SRRC) and the Middle Klamath Watershed Council (MKWC).

The Tribe proposes to work cooperatively with restoration partners including the local watershed councils (Middle Klamath Watershed Council and the Salmon River Restoration Council), private land owners and local state and federal biologists. Work will focus on the Klamath River mainstem river corridor and key coho spawning and rearing tributaries.

This project includes a number of actions necessary to improve Coho habitat that includes; construction of off-channel ponds, flood plain re-connectivity, in-stream cover enhancement, riparian planting/stream side shading and effectiveness monitoring. The Tribe and partners have

constructed a total 10 off channel habitats since 2010 and have worked to evaluate constructed habitats by enlisting graduates students to study fish response, all in an attempt at effectiveness monitoring.

The Tribe is involved with planning and implementation of a large off channel restoration project along lower Seiad Creek. The Tribe has developed plans to restore 3000' of degraded channel in Seiad Creek. Future construction work includes reconnecting the historic floodplain with the active channel and associated off-channel habitats. The Tribe has completed a final design and has begun the permitting process for the channel restoration component. The current design includes placement of large wood structures, rebuilding riffles, levee removal and bank stabilization structures. The primary goal is to rebuild the channel to a functional state that includes; connectivity to off-channel habitats for rearing juvenile coho, wider floodplain channel suitable for adult coho spawning and point bar formation necessary for stable riparian development.

The Tribe will continue to work collaboratively with its partners to construct off-channel ponds along the Klamath River corridor. Currently there are two sites proposed for lower Horse Creek and two additional sites are proposed within the existing channel reconstruction design along Seiad Creek. One site is proposed along the main stem corridor at the mouth of Titus Creek. Each pond will be excavated to an appropriate depth that captures groundwater. Groundwater wells were excavated during 2013 and 2014 are designed to inform project planners before construction and provide guidance during the construction. The constructed habitats will be connected to the main creek channels where fish have access to voluntarily. It is expected that each off-channel pond will be capable of rearing approximately between 1000 and 2000 coho smolts. These estimates are based on monitoring results from existing constructed habitats.

Additionally, planning is underway in conjunction with US Forest Service at sites located on federal land. Most of the completed projects to date have occurred on privately owned land. While many more potential sites exist on publicly owned federal land, projects on public land require a "public process" including NEPA and are typically more difficult to permit. The Tribe will continue working with Six Rivers and Klamath National Forests to develop projects on federal land.

Objectives

- Hire a restoration biologist to assist with project planning and design of off-channel habitats along the Klamath River corridor.
- Training for Karuk tribal restoration staff in construction methods of off-channel ponds and off channel habitat enhancement projects.
- Support construction costs of the Seiad Creek channel reconstruction and restoration.
- Monitor project benefits and fish response including utilization by Coho salmon.
- Active participation with regional in-stream planning forums in the Salmon River, Middle Klamath River and Scott River.

Deliverable: The Tribe will continue planning efforts and ultimately implement 3000' feet of floodplain restoration and habitat enhancement on Seiad Creek. The Tribe will provide a summary of coho utilization patterns within the existing newly constructed off-channel habitats and reconstructed channel on Seiad Creek. The Tribe will provide recommendations for follow up actions to maintain or improve the off-channel habitats. The Tribe will provide "on the ground" technical support during construction phases and assist contractors with design build

components of the projects. The Tribe will participate with ongoing collaborative in-stream planning efforts already under way in the middle Klamath, Salmon River and Scott River.

Objective #4: Participate in Governmental Processes Affecting Klamath River Tributaries

Budget: \$90,569

Scott, Shasta and Salmon rivers are critical habitat in the Klamath basin for many Karuk cultural resources. The annual return of salmonids to these sub basins is critical to the health and survival of Klamath fish populations. Many efforts are underway to monitor, restore and develop policy to enhance restoration in these key tributaries. TMDL listings and subsequent implementation plans have provided a framework by which fisheries and water quality managers can begin to prioritize and focus efforts for maximum benefit to fish and ultimately the communities which depend on them. Efforts in these sub basins has for years been largely driven by state and federal agencies as well as the local Resource Conservation Districts and County. Representation of Tribes during these processes has been largely limited in both the Scott and Shasta Rivers for multiple reasons; funding restraints, distance from basins and political pressure to exclude tribes by the local ranching community.

Collaboration and coordination of the multiple, divergent stakeholders in these basins is essential to restore the ecosystem to a functional system that provides for the various livelihood's they support. Understanding the objectives and outcomes of various programs, policies and restoration efforts is critical to be understood by all. Working together will establish partnerships by which the communities may leverage more funding to achieve ecosystem restoration in a timelier manner.

Sampling efforts are often minimal for the Tribe in these sub basins due to distance and funding restraints as well; however, many questions are still unanswered and need to be explored in order to develop the best management practices that can restore the river. Several locations in the Scott and Shasta have been identified as important flow contributions and data collection in these areas is necessary. Building upon the existing temporal and spatial temperature monitoring programs in Scott, Shasta and Salmon will provide a more complete analysis for modeling efforts, settlement terms and the tracking of TMDL implementation efforts.

Project Team

S. Craig Tucker, Ph.D., Klamath Coordinator: Dr. Tucker will serve as the project manager. Dr. Tucker has worked for the Karuk Tribe for 10 years overseeing many projects including the Tribe's involvement in developing the Klamath Basin Restoration Agreement and Klamath Basin Hydroelectric Settlement Agreement.

Toz Soto – Lead Fisheries Biologist: Mr. Soto was born and raised in the heart of Karuk territory and received a bachelor's degree in fisheries from Humboldt State University. Mr. Soto has worked for the Tribe for 15 years and directs a wide array of fisheries restoration projects. He has published several papers on the life history strategy of Klamath River coho in peer reviewed journals. Mr. Soto will be the lead science advisor for the Project.

Crystal Robinson – Water Quality Coordinator: Ms. Robinson resided in Scott Valley for several years and worked explicitly on Scott River water quality issues for the Quartz Valley Indian Community before joining the team at Karuk Department of Natural Resources in 2009. Her working knowledge of Scott Valley agricultural practices will inform development and evaluation of conservation strategies that will be evaluated by the Scott Valley Groundwater Model.

Project Budget

Objectives	staff salaries	consulting	travel	supplies and equipment	indirect	Objective sub-totals
1: Scott Policy Analysis	8,000.00	18,500.00	2,500.00	0.00	4,000.00	33,000.00
2: Shasta Permitting	12,000.00	52,431.00	0.00	0.00	6,000.00	70,431.00
3: Klamath River Coho Salmon In-Stream Habitat Restoration	83,875.00	138,000.00	3,000.00	40,000.00	41,125.00	306,000.00
4: Tributary Water Resources Coordinator	48,880.00	0.00	5,100.00	12,149.00	24,440.00	90,569.00
Totals	152,755.00	208,931.00	10,600.00	52,149.00	75,565.00	500,000.00

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Emma Lee Johnson / Craig Tucker DATE: 4/10/2014

DEPARTMENT: Grants Department

DEADLINE: _____ DATES: _____
 E: 4/16/14 AMOUNT: \$160,000 FROM: _____ TO: _____

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

Bureau of Reclamation (BOR) modification ⁰⁰³~~002~~ to the 2014 BOR Annual Funding Agreement (AFA) in the amount of \$160,000 which will focus on Scott Valley restoration, Shasta Valley water management and water quality on the Klamath River.

REVIEW:	COMPLIANCE	CFO	OTHER:
NARRATIVE:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
BUDGET:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INDIRECT COST:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MATCH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOCUMENTATION:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRIBAL RESOLUTION:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

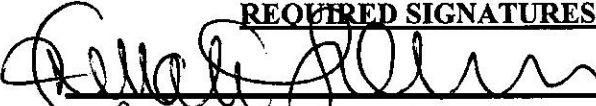

COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*		DATE	<u>4/10/2014</u>
CFO*	<u>Laura Manton</u>	DATE	<u>4-15-2014</u>
COMPLIANCE*	<u>Suzanne O'Hall</u>	DATE	<u>4-11-14</u>
CHAIRMAN	_____	DATE	_____
OTHER		DATE	_____

Karuk Community Health Clinic
64236 Second Avenue
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Fax: (530) 493-5270



Karuk Dental Clinic
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Happy Camp, CA 96039
Phone: (530) 493-2201
Fax: (530) 493-5364

Administrative Office
Phone: (530) 493-1600 • Fax: (530) 493-5322
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REQUEST FOR RESOLUTION

Check One: Resolution

Karuk Tribe Number Assigned: 14-R-033

Prior Amendment: _____

Requestor: Emma Lee Johnson

Date: April 10, 2014

Department/Program: Grants Department

Brief Description of Purpose:

Bureau of Reclamation (BOR) modification 002 to the 2014 BOR Annual Funding Agreement (AFA) in the amount of \$160,000 which will focus on Scott Valley restoration, Shasta Valley water management and water quality on the Klamath River.

**** REQUIRED SIGNATURES ****


**Self-Governance Coordinator

4/16/14
Date

Date

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RESOLUTION OF THE KARUK TRIBE

Resolution No: 14-R-033
Date Approved: April 17, 2014

RESOLUTION AUTHORIZING THE SUBMISSION OF A BUREAU OF RECLAMATION (BOR) MODIFICATION 003 TO THE 2014 BOR ANNUAL FUNDING AGREEMENT (AFA) IN THE AMOUNT OF \$160,000 WHICH WILL FOCUS ON SCOTT VALLEY RESORTATION, SHASTA VALLEY WATER MANAGEMENT AND WATER QUALITY ON THE KLAMATH RIVER.

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, as amended, on behalf of the Karuk Tribe; and

WHEREAS; in Article 29 of the 2008 adopted Declaration on the Rights of Indigenous People, the United Nations declared Indigenous peoples have the right to the conservation and protection of the environment and the productive capacity of their lands or territories and resources; and

WHEREAS; in Article 32 of the 2008 adopted Declaration on the Rights of Indigenous People, the United Nations declared Indigenous peoples have the right to determine and develop priorities and strategies for the development or use of their lands or territories and other resources; and

WHEREAS; the Karuk Tribal Council endorsed the United Nations' Declaration on the Rights of Indigenous People on January 26, 2012; and

WHEREAS; the Karuk Tribe serves as a steward of the Klamath Basin's natural resources protecting threatened salmon populations that are a federal trust resource critical to the vitality of our culture; and

THEREFORE BE IT RESOLVED; that the Karuk Tribe will support the efforts to fulfill the requirements of the Bureau of Reclamation AFA; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the submission of the Bureau of Reclamation (BOR) modification 003 to the 2014 BOR Annual Funding Agreement (AFA) in the amount of \$160,000 which will focus on Scott Valley restoration, Shasta Valley water management and water quality on the Klamath River.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 14-R-033 which was approved at a regularly scheduled Tribal Planning Meeting on April 17, 2014 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

Karuk Tribe Fiscal Year 2014 AFA Modification 003 Proposal Summary

Prepared by: S. Craig Tucker Ph.D.
Klamath Coordinator, Karuk Tribe
April 4, 2014

Project Title: Restoring Tributaries and Water Quality in Klamath Basin

Abstract:

This proposal for a modification of the Karuk Tribe's Annual Funding Agreement (AFA) with the Bureau of Reclamation (BOR) focuses on three ongoing projects: 1) Scott Valley Restoration Plan; 2) Shasta Valley water management; and 3) water quality on the Klamath River.

These efforts are collectively aimed at the long term restoration of Klamath Basin fisheries and water quality to meet the cultural and subsistence needs of the Karuk Tribe as well as the numerous other communities depending on clean water and healthy fisheries.

This request is for \$160,000.

Project Background:

Restoring Key Tributaries

A long-term goal of the Karuk Tribe is to restore fisheries habitat by improving hydrologic function and water quality in the Klamath River and key tributaries. Since time immemorial, the Karuk People have relied on fish such as salmon, lamprey, mussels, steelhead, and sturgeon for survival. Over time the Tribe developed strategies to manage and enhance populations of these species through active management techniques, many of which are incorporated into religious and ceremonial practices.

Many factors have contributed to a dramatic decline in virtually every fish species in the Klamath Basin since contact including logging, agricultural diversions, dam building, commercial fishing and more.

Fish production in the Klamath Basin depends on adequate water quality and quantity in the main-stem as well as that of tributaries which serve as spawning and juvenile rearing habitat. In order to begin the slow process of reversing the current downward trends in fish populations, the Karuk Tribe has developed restoration priorities informed by the scientific literature, analyses by tribal fisheries biologists, and traditional ecological knowledge.

From our previous studies, we have concluded that a top priority for restoring salmon populations basin-wide is the restoration of the Scott River and Shasta River sub-basins, historically the two most prolific and productive tributaries to the Klamath River upstream of the Karuk traditional dip-net fishery. This proposal furthers our efforts to develop a deep technical understanding of how these sub-basins function and how we may begin to restore hydrologic function and fish production.

The Scott River is in Siskiyou County California and enters the Klamath River approximately 150 river miles from the Pacific Ocean. The Scott River is 58 miles long and historically provided optimal habitat for several anadromous species including coho salmon, Chinook salmon, Pacific lamprey, and steelhead trout. The Scott Valley's modest gradient and the close connection of surface flows with cold stores of groundwater contribute to its value as fish habitat. Today the Scott River has been dramatically altered mechanically by dikes and mining. Flow quantity and water quality is impaired by agricultural operations and sedimentation due to poor logging practices. Despite these impairments, the Scott River continues to support modest spawning and rearing populations of coho and Chinook salmon as well as steelhead trout.

Our plan for restoring the Scott River generally involves the following:

- Developing a hydrologic model that describes how water moves through the Valley and the effects of existing dams, diversions, and agricultural wells on this flow;
- Developing an Ecosystem Diagnosis and Treatment (EDT) model to better understand the flow and habitat needs of the various life stages of all anadromous species in the Scott River;
- Understanding the legal and regulatory framework governing land and water use in the Valley;
- Working with stakeholders and regulatory agencies (local, state and federal) to develop a panel of potential restoration actions that could achieve a long term goal of a restored Scott River which has self-sustaining populations of native anadromous species that are fishable and improve water quality;
- Evaluating these potential restoration actions using developed hydrologic and fish habitat models;
- Synthesizing the above information into a cohesive long term restoration plan that will serve as a blueprint for Scott River restoration.

The end result will be a restoration strategy that has credible scientific underpinning, is consistent with applicable laws and regulations, and has the buy-in by regulatory agencies, affected tribes, and stakeholders.

Previous funding from the Bureau of Reclamation and the Bureau of Indian Affairs has allowed completion of a report: *Groundwater Conditions in Scott Valley, California* and an accompanying water model. This report and the model are the foundational tools for this effort. We seek funds to complete a companion model, focusing on identifying what kinds of physical habitat features must be restored in order to restore fisheries.

The Shasta River watershed is the first major watershed downstream of Iron Gate Dam on the Klamath River. The watershed is approximately 800 square miles. The Shasta River originates in the higher elevations of the Eddy Mountains, southwest of the City of Weed in Siskiyou County, California. The river flows northerly for 50 miles through the Shasta Valley and Canyon to the Klamath River approximately 180 miles upstream from the Pacific Ocean. Numerous springs and tributaries enter the Shasta River through the Shasta Valley with the principal source of spring flow coming from Mt. Shasta.

The Shasta River has been altered predominately by irrigation diversions and the construction of Dwinnell Dam. Dams and diversions lead to impaired water quality by affecting water temperature, water quantity, and natural hydrologic patterns. Dwinnell Dam stores water from the

main-stem Shasta River as well as water diverted from Parks Creek, a significant Shasta River tributary, which is diverted to the reservoir by means of an artificial diversion structure and canal.

As described in the report we produced last year with funds from the Bureau, both the reach of the Shasta River immediately downstream of the Dwinnell Dam as well as the reach of Parks Creek immediately downstream of the aforementioned diversion structure represent critical habitat for ESA listed coho salmon. Under current conditions, flows in this reach of the Shasta River and Parks Creek are often too low to accommodate the needs of anadromous fish at critical times of year.

Our plan for restoring the Shasta River generally involves the following:

- Developing a hydrologic model that describes how water moves through the irrigation infrastructure developed in Shasta Valley.
- Evaluating current and historic condition in an effort to identify factors limiting fish production.
- Understanding the legal and regulatory framework governing land and water use in the Valleys.
- Working with stakeholders and regulatory agencies (local, state and federal) to develop a panel of potential restoration actions that could achieve a long term goal of a restored Shasta River which has self-sustaining populations of native anadromous species that are fishable and improve water quality.
- Evaluating these potential restoration actions using developed hydrologic and fish habitat models.
- Advocating for the implementation of a long-term restoration strategy rooted in sound science and consistent with applicable laws and regulations.

Previous funding has allowed us to develop two key documents: a study entitled, *Effects of Dwinnell Dam on Shasta River Salmon and Considerations for Prioritizing Recovery Actions*; and a hydrologic model that describes how water moves through Dwinnell Reservoir and associated irrigation diversion structures. Additional funding will allow the Karuk Tribe to do a feasibility analysis of a fish bypass around Dwinnell Dam, a concept developed in previous studies.

Objective # 1: Complete Scott EDT Model

Status: Partially funded

An Ecosystem Diagnosis and Treatment (EDT) model will allow us to better understand the relationships between stream flows, water quality, habitat, and fish production in the Scott River. This analysis will provide the Tribe as well as other resource managers and stakeholders a tool for evaluating conservation measures intended to improve fish habitat. The EDT model has been applied to watersheds throughout the Pacific Northwest providing insight and guidance to “on the ground” restoration projects.

The EDT model allows stakeholders and resource managers to evaluate specific restoration activities based on projected fish production. In addition, it informs us as to which projects and which reaches of the river system are of the highest priority for fish production.

Whereas the groundwater model helps us figure out how to get volumes of water to specified reaches of river at specified times of year, the EDT model helps us understand where and when the water is needed to maximize fish production.

Objective # 2: Use Scott Groundwater model to evaluate series of scenarios developed in collaboration with Scott Valley landowners

Status: Partially funded, work in progress

A complex web of regulatory and statutory authorities governs water use in the Scott Valley. California State agencies involved include the State Water Resources Control Board, Department of Water Resources, and the Department of Fish and Wildlife. Federal agencies involved include the United States Forest Service, National Marine Fisheries Service, and the Bureau of Reclamation. Locally, Siskiyou County plays a leading role in groundwater management. Additionally, there are several landowner led organizations involved in restoration efforts.

Often agencies disagree technically and legally on how to enforce applicable laws and regulations and landowners get mixed directions on how to effect water conservation and habitat restoration. In addition to the Karuk Tribe, the Quartz Valley Indian Reservation and the Yurok Tribe are affected by fisheries management decisions in the Scott Valley. All of the aforementioned entities also have some level of technical and/or local expertise that can inform any future restoration programs. Thus, we have been meeting with interested parties to guide the development of potential water conservation measures, or scenarios, which can be evaluated using our existing groundwater model.

We hope to not only identify measures that computer models indicate would improve surface flows of the Scott River, but measures that are also politically viable and economically feasible. Additionally, we will model likely future conditions that will occur under different climate change scenarios such as those identified by Battin et al.¹

We have already held several preliminary meetings with a number of the stakeholders mentioned above. Our next steps require expanding our work group that can inform our process of scenario development and evaluation. The actual model runs will be performed by engineers at SSPA and delivered to the group in the form of a technical report.

Objective #3: Develop Shasta Fish Bypass Feasibility Analysis

Status: unfunded

Our published report, *Removal of Dwinnell Dam and Alternative Concepts*, explored the idea of a constructing a fish bypass around Dwinnell Dam to enable anadromous fish to reach the currently unavailable upper Shasta watershed. Fish historically spawned and reared in this area before Dwinnell Dam was constructed in 1926. We propose doing a more in depth analysis to determine whether or not an artificially constructed fish bypass connecting Parks Creek to the Upper Shasta River is feasible considering costs, permit requirements, and landowner participation.

¹ Battin et al., Projected impacts of climate change on salmon habitat restoration *PNAS* 2007 104 (16) 6720-6725; published ahead of print April 5, 2007, doi:10.1073/pnas.0701685104

Objective #4: Toxic Blue-Green Algae Temporal and Spatial Study

Status: Seeking funds with this proposal

The Klamath River and upper basin reservoirs experience toxic blue-green algae blooms annually, dominated by *Microcystis aeruginosa*. An extensive monitoring effort is annually coordinated among Tribe's, PacifiCorp, US EPA, Regional Water Board and BOR under Interim Measure 15 (IM15) of the Klamath Hydroelectric Settlement Agreement to track the blooms and notify the public of health risks as necessary on a real-time basis. The Karuk Tribe's water quality monitoring effort extends from the outlet of Iron Gate Reservoir to Orleans and includes collection of grab samples and deployment of continuously monitoring phycocyanin probes.

Grab sample data is collected from a single point in the channel and has an average turn-around time from collection to analysis of approximately one week. Posting the river and reservoirs is based on these results and follow guidelines established by the State Water Resources Control Board.

The phycocyanin probes are collecting estimated levels of blue-green algae (also from a single point in the channel) every thirty minutes and transmitting that information to an internet web site. However, these probes are underutilized due to the uncertainty in the relationship between the probe readings and actual levels of *Microcystis*.

There is a degree of spatial and temporal variability among toxic blue-green algae and its associated toxin that was initially explored by the Karuk Tribe in 2013. Understanding this variability will enable water quality managers to develop the most confident approach to posting and de-posting the river for the protection of public health. Replicated sample collection will allow for statistical analysis to be determined for the temporal and spatial variability that exists for toxic blue-green algae and associated toxins.

USEPA Region 9 laboratory will be collaborating under their Clean Water Act 106 authority and IM15 by providing analysis of 100 toxin samples using the ELISA methodology.

The study is designed to: 1) determine the concentration spatial and temporal variability of *Microcystis* and microcystin in the Klamath River and 2) determine how grab samples analyzed for *Microcystis* compare to the phycocyanin probe's blue-green algae readings.

Data collected will be entered and reviewed for quality assurance by Karuk program staff. The data will then be summarized and analyzed with the help of our consultants, Aquatic Ecosystem Sciences. This data analysis will be essential in the revision of toxic blue-green algae in the California State Wide Guidance document, presently under review. All reports will be submitted to BOR project officer upon completion.

Project Team

S. Craig Tucker, Ph.D., Klamath Coordinator: Dr. Tucker will serve as the project manager. Dr. Tucker has worked for the Karuk Tribe for 10 years overseeing many projects including the Tribe's involvement in developing the Klamath Basin Restoration Agreement and Klamath Basin Hydroelectric Settlement Agreement.

Toz Soto – Lead Fisheries Biologist: Mr. Soto was born and raised in the heart of Karuk territory and received a bachelor's degree in fisheries from Humboldt State University. Mr. Soto has worked for the Tribe for 15 years and directs a wide array of fisheries restoration projects. He has published several papers on the life history strategy of Klamath River coho in peer reviewed journals. Mr. Soto will be the lead science advisor for the Project.

Crystal Robinson – Water Quality Coordinator: Ms. Robinson resided in Scott Valley for several years and worked explicitly on Scott River water quality issues for the Quartz Valley Indian Community before joining the team at Karuk Department of Natural Resources in 2009. Her working knowledge of Scott Valley agricultural practices will inform development and evaluation of conservation strategies that will be evaluated by the Scott Valley Groundwater Model.

Project Budget

Objectives	staff salaries	consulting	travel	supplies and equipment	indirect	Objective sub- totals
1: Complete Scott EDT Model	6000	52,000.00	0.00	0.00	3,000.00	61,000.00
2: Modeling of Scenarios	3400	28,900.00	0.00	0.00	1,700.00	34,000.00
3: Shasta Fish Bypass Feasibility	3000	25,500.00	0.00	0.00	1,500.00	30,000.00
4: Microcystin Variability Study	15464	12,643.00	505.00	1,200.00	5,188.00	35,000.00
Totals	27,864.00	119,043.00	505.00	1,200.00	11,388.00	160,000.00

1. Executive Summary

The Karuk Sovereign Nation Civilian Community Corps will have 20 AmeriCorps members, the members will be engaged into assisting in outreach, coordination, and implementation of postsecondary education, financial literacy, entrepreneurship, and workforce development opportunities provided by Jefferson Economic Development Institute (JEDI), Financial Resource Center, Consumer Credit Counseling Service, Karuk Community Loan Fund (KCLF), and The Karuk Tribe and Karuk Community Development Corporation (KCDC), Temporary Aid to Needy Families (TANF), Native American Workforce Developments, Happy Camp Community Computer Center, in the Karuk Tribal Ancestral Territory/Service area, located in northeastern Humboldt and all of Siskiyou Counties in northwestern California. The Karuk Sovereign Nation Civilian Community Corps team will perform service site projects addressing five different issue areas including, environment, human needs, education, and public safety. Our target for the first three years will be **Education** and **Economic Opportunity**. Service site projects will consist of project outreach activities that allow for community development, Education and Economic Opportunity. These sites to be engaged will be in the Karuk Tribal Ancestral Territory/Service area, Happy Camp, Horse Creek, Scott Bar, Hamburg, Seiad Valley, Somes Bar, Orleans, and Forks of the Salmon, as well as many isolated residences. The goal of the Karuk Sovereign Nation Civilian Community Corps program is two-fold. First, the team themselves will be trained and educated to serve as role models, and mentors to local community youth and young adults. Secondly, the communities itself will receive assistance in a particular area like, Education and Economic Opportunity that would not have otherwise received assistance or help from a group of dedicated and caring individuals. The service site projects completed will meet the goals of the community and serve to address the needs of the youth and young adults as well.

At the end of the 1st program year, the AmeriCorps members will be responsible for (anticipated outcome of project). In addition, the AmeriCorps members will leverage an additional (number of leveraged volunteers, if applicable) that will be engaged in (what the leveraged volunteers will be doing.) This program will focus on the CNCS focus area of (Education and Economic Opportunity). The CNCS investment of \$(amount of request) will be matched with \$(amount of projected match), (\$amount of local, state, and federal funds) in public funding and \$(amount of non-governmental funds) in private funding. An AmeriCorps Program will reduce poverty and Native American dependence on government assistance, and it will also strengthen the local capacity for economic sustainability.

2. Rationale and Approach/Program Design (50%)

The Karuk Ancestral Territory/Service Area is one of the most remote and economically distressed regions in the nation. In the extremely rural, heavily forested and steeply mountainous region of northern California, the Karuk Ancestral Territory/Service Area includes small portions of northeastern Humboldt County and southeastern Del Norte County, as well as all of Siskiyou County. This area exceeds 6,560 square miles and has an average of 6.81 persons per square mile. The Karuk Tribe's government operations are along the mid-Klamath River region; centralized in the community of Happy Camp (Siskiyou County, pop. 1,170; 28.6% American Indian/Alaska Native), with additional program offices 75 miles up the Klamath River in Yreka (the Siskiyou County Seat, pop. 7,765; 10.5% American Indian/Alaska Native), and 40 miles down the Klamath River in Orleans (Humboldt County, pop. 605; 39.2% American Indian/Alaska Native). These are the largest of the mid-Klamath River communities of Karuk Ancestral Territory/Service Area; connected by windy two- and in some places, one-lane highways. In addition, there are several small communities (<300 pop.), such as Horse Creek,

Scott Bar, Hamburg, Seiad Valley, Somes Bar, and Forks of the Salmon, as well as many isolated residences.

For thousands of years before non-indigenous contact, the Karuk-arara, or “Upriver People,” made their homes in more than one hundred villages along the upper Klamath River. The mid-Klamath region of Karuk Ancestral Territory/Service Area has suffered from two major disruptions of social and economic systems—the violent interruption of traditional Karuk lifeways with the in-migration during the California gold rush in the 1850s and the swift and devastating decline of the timber industry that culminated in the 1990s. As a result of the 92% reduction in timber availability that occurred in the early 1990s and the closing of local mills, within five years' time, Tribal unemployment in the Ancestral Territory/Service Area soared to 76% in 1999, according to the Bureau of Indian Affairs. At that time, Happy Camp was identified by the National Association of Counties as **one of the ten most economically endangered communities in the United States**. Suddenly the mid-Klamath River region was transformed from a land of opportunity—where for generations high school graduates had followed their fathers and grandfathers into the woods and sawmills to make a good living—to an “economically distressed” area where the loss of timber-related jobs resulted in the further losses (or deterioration) of homes, small businesses, marriages, families, and ultimately hope. As the physical environment fell into disrepair, much of the community sank into personal despair; alcohol and substance abuse, domestic violence, and child neglect escalated dramatically.¹ In Happy Camp, where the Karuk Tribe’s primary administrative and governmental offices are located, many people have moved away for increased access to employment opportunities. With a dramatic reduction in money flowing through the community and a reduced customer base,

¹ These social impacts and crimes are recurring themes in Karuk Community Needs Assessments conducted in 2006 and 2009.

many stores closed their doors. Today, unemployment rates continue to be 50% on Karuk trust lands.

The Karuk Tribe is the second largest federally recognized Tribe in California with over 3,650 Tribal members. With the mid-Klamath region being comprised of unincorporated communities (except Yreka, the County seat) the Karuk Tribe is the primary governmental entity for the entire region. In 1994, the Tribe chartered the Karuk Community Development Corporation (KCDC) with the mission “to develop among Tribal members of the Karuk Tribe of California the managerial and technical capabilities to assume leadership roles in building diversified, sustainable economies by creating new business ownership and employment opportunities within the ancestral territory of the Karuk people”. Despite significant economic, community, and workforce development accomplishments by the Karuk Tribe and KCDC (for a general summary of those accomplishments, refer to Section 2a on page 13), there continues to be high rates of unemployment (50% on Karuk trust land) and poverty (54% for individuals living on Karuk trust land).

A great success of the KCDC is the development of the Community Computer Centers in Yreka, Happy Camp, and Orleans. Through these Community Computer Centers, KCDC has been able to provide educational enrichment, workforce development programs, financial literacy, and professional development to public school students and local adults. This has included the development of the Happy Camp Community Computer Center as a virtual campus site for College of the Siskiyous. These Centers are the hub of educational and workforce development for the region and there is a significant need to continue to support and expand these opportunities for our communities, particularly our most disadvantaged community members.

a. Evidence of the Problem/Need

The need for access to post-secondary education, financial literacy, entrepreneurship, and workforce development to increase employability, economic opportunity, and support social health and wellness of the Karuk Tribe is well documented in Karuk Tribal Community Needs Assessments, Comprehensive Economic Development Strategies, and U.S. Census Bureau data.

The Tribe's 2009 Community Needs Assessment Survey garnered responses from 80 families representing a total of 221 individuals (106 males and 115 females); 185 (84%) of these individuals were American Indian/Alaska Native. When asked to rank the top five (5) community issues as they perceived them, respondents ranked Employment Opportunities and Educational Opportunities as the top two Community Social Needs.

The 2012 Comprehensive Economic Development Strategy (CEDS) for the Karuk Tribe and KCDC drives home the need for small business development and entrepreneurship to be promoted and expanded within the mid-Klamath River region. One of the Goals in the Tribe's CEDS is "[t]o build Tribal capacity to create, expand, and retain private and Tribal enterprises..." including those that are environmentally sustainable outdoor recreation and tourism-based. Objectives related to these goals are for KCDC to coordinate a quarterly schedule of entrepreneurial training workshops available from non-profit and for-profit small business development centers servicing the area and to reestablish the Tribal Business Information Center to provide technical assistance to existing and prospective business owners. The CEDS also highlights the need to "build Tribal capacity to provide comprehensive workforce development services consistent with the community and economic development strategies" identified.

According to the 2010 US Census, unemployment rates on Karuk trust lands are 50%, which is nearly five times the rate of Siskiyou County (12.2%) and over five times that of

Humboldt County (8.6%), the State of California (9.4%), and for the nation (9.3%). The median household income and per capita income for Humboldt and Siskiyou Counties are more than twice the median household and per capita incomes of Tribal members residing on Karuk trust lands, which are only \$17,500 and \$8,057 respectively. Poverty rates also are higher among Tribal families living on Karuk trust lands (54.2%) than in either Happy Camp (18.4%) or Yreka (20.5%)—and more than four times the poverty rates of Humboldt and Siskiyou Counties as a whole. At 64.3%, the poverty rate among individuals living on Karuk trust lands is even worse than that of families. Even though the more populous community of Yreka offers a more diverse array of employment opportunities, the fact that nearly half (47.5%) of American Indians living in Yreka have attained less than a high school education prevents many from securing jobs.

b. How AmeriCorps Members will be used to meet the Need

AmeriCorps Members will be used to meet the economic and educational needs of the Karuk community (i.e. service), as well as develop their own capacity (i.e. learn) by assisting KCDC in the coordination, outreach, and delivery of financial literacy, small business, and workforce development trainings; post-secondary educational opportunities provided through the Community Computer Centers; and job shadowing/internships with interested Karuk Tribal departments. This will include coordinating with other local constituents/partners, such as the Karuk Community Loan Fund (KCLF), College of the Siskiyous, and Jefferson Economic Development Corporation (JEDI), in order to leverage resources and provide enhanced opportunities for the remote mid-Klamath River region.

Organization Capability

First Point of Contact: Viola Long, AmeriCorps Planning Specialist, KCDC

530-493-1475, PO Box 1148, 533 Jacobs Way, Happy Camp, CA 96039, vlong@karuk.us

Second Point of Contact: Russell Attebery, Tribal Chairman, Karuk Tribe

530-493-1600, PO Box 1016, 64236 Second Ave., Happy Camp, CA 96039 battebery@karuk.us

Third Point of Contact: Charles Seaton, Executive Director, KCDC 530-493-1475,

PO Box 1148, 533 Jacobs Way, Happy Camp, CA 96039, cseaton@karuk.us

a. Organizational Background and Staffing

The Karuk Tribe is the second largest federally-recognized Tribe in California and has been a Self-Governance Tribe since 1996. Since the approval of the Tribe's Constitution in 1985, the Karuk Tribe has grown from 2.5 employees and a \$250,000 annual operating budget to becoming a complex governmental organization with ~245 employees and an annual operating budget of \$21 million. The governmental structure includes nearly twenty (20) departments, programs, and services dispersed throughout the principle communities within Karuk Ancestral Territory. This includes administrative offices and government operations, which are centralized in Happy Camp; the Department of Natural Resources in Orleans; the Karuk People's Center (cultural interpretive center and gift shop) in Happy Camp; and Education and Elders Programs, Health Clinics, Housing Authority offices, Community Computer Centers, and Human Services/Indian Child Welfare Programs in all three main population centers, as well as Head Start Programs in Yreka and Happy Camp.

b. Prior Experience Administering Federal Funds

The Karuk Tribe and KCDC are highly experienced with administering federal funds and routinely have clean audits. In FY2010 alone, the Tribe administered over \$14 million in federal, state, and private foundation grants. KCDC has administered at least \$11 million in federal and state grants since inception.

c. Prior Experience in the Proposed Area of Programming

Over the last nearly 20 years, KCDC has achieved several significant accomplishments in

post-secondary education, financial literacy, entrepreneurship training and small business development, and workforce/professional development. This has included on-the-job training for local youths in natural resources; the creation of Tribal Business Information Centers; training and/or technical assistance to interested entrepreneurs (in the first five years alone, KCDC served 320 clients [about 40% American Indian], assisted the creation of at least a dozen private enterprises and 30 jobs, and helped entrepreneurs to secure \$340,000 in business financing and contracts); job readiness training, including individualized counseling and job search assistance, guidance on career/occupational choices, resume writing, job interviewing techniques, and employer/employee expectations; watershed restoration training; developing the community computer centers and establishing a partnership with College of the Siskiyous; conducting financial literacy training; and several infrastructure projects.

d. Structure of Tribal Leadership, Management, and Planning Process Participants

The Tribal Leadership includes the Karuk Tribal Council and the KCDC Board. The Karuk Tribal Council is the governmental body for the Tribe and will be responsible for reviewing and approving the final AmeriCorps Strategic Implementation Plan. Governing members include **Russell Attebery**, Chairman; **Michael Thom**, Vice-Chairman; **Joseph Waddell**, Secretary/Treasurer; and **Amos Tripp**, **Arch Super**, **Joshua Saxon**, **Crispen McAllister**, **Alvis Johnson**, and **Elisa Goodwin**, Members at Large.

The KCDC Board will play an advisory, review, and plan approval roles. The KCDC Board is comprised of experienced small business owners, Tribal Council members, a member of the KCLF Board, and Karuk Tribal staff. This includes **Alvis Johnson**: Chairman of KCDC and

Karuk Tribal Council Member; **Marsha Jackson:** Vice Chairman, Enrollment/Census Specialist of the Karuk Tribe; **Joseph Waddell:** Secretary/Treasurer for KCDC, Secretary/Treasurer of the Karuk Tribal Council, and small business owner; **Charon Davis:** Tribal Member and Elder; **Glenda Hockaday:** former business owner; **Randy White:** Tribal Housing Security and Emergency Services Officer; and **Bill Tripp:** Eco-Cultural Restoration Specialist for the Karuk Tribe.

e. Programmatic and Fiscal Systems

The Tribe adheres to all budget and reporting requirements, as required under OMB Circular A-87 and A-133, as well as follows all applicable federal and tribal policies and procedures, including for procurement and hiring. Furthermore, the Tribe will comply with funding agency requirements, including fiscal and project progress reporting. The Tribe has strict grants compliance procedures, including a Director of Administrative Programs and Compliance to assist Tribal Project Managers. The Tribe's Chief Financial Officer, will oversee the fiscal responsibilities, including reporting for the gran. Ms. Laura Mayton has eleven (11) years of experience in Finance for the Tribe and is a Certified Public Accountant.

Compliance and Accountability

The proposed Karuk Sovereign Nation Civilian Community Corps (KSNCCC) program will be under direction of a Program Director that will be hired. The person for this position has not already been selected. Rather, a competitive process will be followed according to the Tribe's standard procedures, including the application of the Tribal Employment Rights Ordinance (TERO). The scope of work and selection criteria will be relied upon. The Director will plan, develop and manage all KSNCCC activities related to fiscal, personnel management,

community resources, public relations, emergency operations, staff, members, program development, budget, media relations, and grant compliance.

The Project and Training Specialist will be hired to work with non-profit, federal, state, and tribal governments to develop and monitor service projects. Will also facilitate and coordinate a variety of trainings for staff and members, preparing them for their next year of service. This person will be the direct supervisor of the team lead specialists and will fill in for them when necessary and travel with them as needed.

The two Team Lead Specialists will be hired and report to the Project and Training Specialist, they will be responsible daily supervision of the 20 members. They work side by side with the members on their team. Each team will consist of 10 on each team with males and females. The Team Lead specialists will travel and live with their teams on every project locally or nationally. They guide and listen to members, discipline them, and ensure that they are learning, working, safety and building qualities in themselves for the future benefit.

The Recruiting Officer will be hired and will report to the Director, the recruiter will recruit 20 members every year and take them through the in-take process, use media outlets, newsletters, newspapers, online AmeriCorps websites, recruitment flyers, and mass recruitment mailers, email, faxing, and show cases. Members will be recruited locally and nationally while working with Tribal Council, Federal, State agencies, Educational Institutes, Pow-Wow committees and workforce development agencies.

The Lead Facility Supervisor will be hired and will report to the Director and direct supervisor of two Facility Supervisors and one on-call Facility Supervisor. The Lead Facility

Supervisor will be responsible for the 5:00 p. m. to 9:00 a. m. shift Monday through Friday and 24 hours on the weekends (KSNCCC is a 24-hour, 7-day per week residential program). It is important to the program to have this staff coverage. The Lead Facility Supervisor and three employees cover these shifts; they are all responsible for insuring the safety of the members and the facility. The same staff is responsible for minimal after-hour transportation to bank, store, and independent service approved project sites. Also, Facility Supervisors listen, act as mentors, and provide guidance in after-hour activities on the campus.

2. COST EFFECTIVENESS AND BUDGET ADEQUACY (25 percent)

The proposed project ensures a strategic approach in order to effectively sustain established community partnerships and identify new partnership opportunities in order to develop the most cost-effective program and ensure the development of diverse resources in order to implement and sustain the program while adhering to all. The total budget for the proposed project is \$910,246, which is \$728,656 (61%) in federal request and \$181,590 (39%) in-kind match. The proposed budget ensures there is adequate staffing to administer the grant and project effectively and according to the timeline. (Need narrative about match/partners...getting from Viola)This includes Volunteers, contributed as in-kind match, to allow for Computer Center staff (Workforce Development Coordinator and Workforce Development Trainer) to dedicate time to play an instrumental and guiding role of the Planning Team. All identified partners have been contacted and their participation and support have been confirmed.

This project is to implement a new program in a very resource-poor community located in the rural and extremely remote region of northern California, as described above. The

community is extremely scarce of any corporate or philanthropic resources and is considered “economically distressed” as defined in the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. 3161). Necessary costs for airfare and local travel may seem higher for our project because of the extremely remote location, difficult-to-reach populations, and need to travel great distances to the local airport and between communities.

Karuk AmeriCorps Sovereign Nation Civilian Community Corps

Budget Dates: 09/01/2014 to 08/31/2017

Section I. Program Operating Coast	Total Amt	CNCS Share	Grantee Share
A. Personnel Expenses	211,019	211,019	0
B. Personnel Fringe Benefits	82,946	82,946	0
C. Travel			
Staff Travel	\$1000	\$1000	0
Travel to CNCS-DC	7,265	7,265	0
Member Travel	5,700	2,700	3,000
D. Equipment	19,200	\$14,200	5,000
E. Supplies	20,438	15,893	4,545
F. Training			
Staff Training	2,727	0	2,727
Member Training	58,685	13,550	45,135
G. Evaluation	3,000	3,000	0
H. Other Program Operating Cost	232,113	110,930	121,183
Section I. Subtotal	\$644,111	\$462,521	\$181,590
Section I Percentage		61%	39%
Section II. Members Cost			
A. Living Allowance			
Full Time (1700 hrs)	90,720	90,720	0
B. Members Support Cost			
Workers Compensation	3,244	3,244	0
Health Care	54,000	54,000	0
Section II Subtotal	\$147,964	\$147,964	\$0

**KARUK SOVEREIGN NATION CIVILIAN COMMUNITY CORPS
2014 GRANT APPLICATION
LOGIC MODEL WORKSHEET**

Project Resources	Core Project Components	Evidence of Project Implementation and Participation	Evidence of Change		
INPUTS	ACTIVITIES	OUTPUTS	Outcomes		
			Short-Term	Medium-Term	Long-Term
What we invest (# and type of AmeriCorps members)	What we do	Direct products from program activities	Changes in knowledge, skills, attitudes, opinions	Changes in behavior or action that result from participants' new knowledge	Meaningful changes, often in their condition or status in life
1. FINANCIAL LITERACY					
5 AmeriCorps assisting partners in engaging community members in financial literacy tools.	Host 4, 1 day, 2 hour workshops focusing on building personal financial skills in 3 service areas, over 3 months, involving 30 people (10 people each service area) to include: Income, Saving, Spending, and Investing.	30 potential entrepreneurs with personal financial skills/foundations essential for successful business ownership. Develop balanced flow of resources, skills and awareness to begin the business planning process.	30 people with increased confidence in personal finance, knowledge of benefits of saving money, better attitude of spending wisely, favorable opinion of investing money to work towards a secure retirement.	30 people that start bank/savings accounts, increased investment in real assets, start 401K or IRA accounts, file taxes, increase of earning legitimate income.	30 people that either start businesses or become gainfully employed, increased community median income, rise out of poverty, enhanced community involvement with economic development.
2. SUSTAINABLE ECONOMIC DEVELOPMENT					
5 AmeriCorps assisting partners in engaging community members in sustainable forest management in Karuk ancestral territory.	Conduct (12), 8 hour community workdays, over 6 months to conduct hazard fuel reduction, prescribed burning & wildfire prevention planning in Wildland Urban Interface, on 60 acres of forested land, with 60 community members.	60 acres of treated land reducing fuel hazards around homes, burn debris left over from fuels reduction work, conducted prescribed burns and removed noxious weeds, 60 locals trained in Karuk traditional fire management.	Increased local opinion of use of Karuk traditional forestry management as a viable tool for reducing hazardous fire conditions, 60 community members with skills to perform work, increase positive local attitude for gaining employment	60 local community members performing work in hazardous fuel reduction in Karuk ancestral territory, gainful employment or development of local businesses to perform work on contracts through USFS	New businesses creating local jobs in hazardous fuel reduction, local participation in caring for land, sustainable forest management as a major employer in the community, increase circulation of funding in local community

3. WATERSHED EDUCATION					
5 AmeriCorps members assisting partners with watershed education efforts in Karuk Ancestral territory.	Visit 5 service sites, 1 day per week, 1 hour, for 6 weeks, targeting 250 K-12 students, interactive series of lessons focusing on Karuk ancestral watersheds, watershed-related topics and salmonid species, salmon and trout.	250 K-12 students educated on local watershed topics, ecology, and scientific analysis; 250 K-12 students hands on involved in habitat restoration, species monitoring, and community development.	Next generation of local youth inspired to be resource professionals, educated in ecology and science based on California State standards, personal connections for environmental health, develop positive attitudes towards ability to make a difference	Stronger salmon runs with more safe spawning grounds, less invasive weeds, less trash washing into rivers,	250 locals with knowledge on caring for ecosystem, pursuing careers in resource professionals, community development, or environmental science, influx of community members involved with sustainability and food security.
5 AmeriCorps members assisting partners with watershed education efforts in Karuk Ancestral territory.	Run 2 programs focused on watershed education (Klamath Outdoor School, 3 Youth Rafting Trips), 8 days, targeting 7-14 year olds, involving 60 local youth	60 local youth with hands on experience in restoring and protecting local watershed, development of leadership skills, interaction with scientific mentors	Care for environment is important, involvement in community is essential for positive change, rafting and white water safety,	60 positive community leaders involved in restoring watersheds, caring for the community, and continuing education	60 youth successful with educational efforts, pursuing college degrees in environmental, community development
4. YOUTH ECONOMIC DEVELOPMENT EDUCATION					
5 AmeriCorps members assisting partners with Individual Development Account program.	Visit 1 of 3 service sites for 2 days per week for 1 hr., each service site gets rotated weekly for a total of 4 rotations or 12 weeks, offering 8 trainings on introducing personal finance: bank accounts, check writing, savings accounts, 401K, individual development accounts, etc., targeting 115 7-12 graders.	115 7th and 8th graders or 10% of service area population armed with a new and up-to-date mindset about money and saving.	115 Educated and excited youth about benefits of having access to money, more favorable attitude towards banking, knowledge on developing better personal finance skills, build self-esteem towards bettering their for their long-term financial future, creating self sustainability.	Karuk Community Loan Fund launches "Individual Development Account" program for 115 7th-12th graders in service area, opening 115 new savings accounts for college or starting small businesses, individuals deposit \$25 and KCLF matches \$25, each month both parties deposit \$25 for 12 months, each account accumulates \$600, impacting the banks Balance Sheet by potentially \$69,000.	Creating fearless, creative, young entrepreneurs, first-time home buyers, community members with retirement plans, increased gainful employment. Individuals with savings accounts for small businesses and college education.

Section II. Percentages		100%	0%
Section III. Administrative/Indirect Cost	\$118,171	\$118,171	0%
Section III. Percentages		100%	0%
Budget Totals	\$910,246	\$728,656	\$181,590

Emergency Preparedness Program

April 24th, 2014

Please note information/activities are for the period of: 03/21/2014 through 04/16/2014.

Action Item(s):

- 14-A-051, Agreement between SatCom Direct and the Karuk Tribe to pay for 12 months of basic satellite telephone service for phones that are to be used as needed by cultural monitors on Wildfire incidents. Basic service includes 10 minutes per month, per phone, after which calling rates apply.

Emergency Management TF:

- Work with Sammi and IHS on Drought condition updates in Orleans, Happy Camp and Yreka.
- California Regional Drought Conference every Monday. State reports recent rains have had little impact on drought conditions throughout the state but it has helped delay fire season in the north. More counties are declaring drought conditions.
- Attended quarterly Cal OES Regional Emergency Managers meeting on 4/3 in Red Bluff, state will be holding a drill this summer to test the Tsunami emergency Operations Plan. Siskiyou county Reported that county has declared a drought and is seeking federal assistance for Montague who is projected to run out of water by July. Other counties in the Region are in the same situation. The Karuk Tribe was the only Tribe represented at the meeting.
- Attended Coastal Operational Area meeting of Emergency Managers on 4/4 in Eureka, Coastal counties are not experiencing drought but Humboldt county Emergency Management has been in contact with Orleans Service district and monitoring conditions to be able to offer assistance if any is needed.
- Contacted the State Office of Air Quality to get Air Quality Monitor on National Reporting site to aid other Emergency Managers to monitor conditions during active fires and prescribed fires, they will be able to help when we set up the unit and go online.

Projects TF:

- Picked up PM 2.5 monitor on 4/4 in Grants Pass and worked with Jamie to activate the minutes through Arsis (Reporting Service Provider) so it may be deployed if air quality starts to deteriorate in Orleans during fire season or during prescribed fires.
- Received letter from the Klamath National Forest with the Contacts and more information concerning where we may and may not be able to place our radio repeaters, I forwarded the information onto Six Rivers Communication who is completing the technical Applications to submit to the government agencies. Applications should be completed and ready to submit by the end of this April.

Projects JB:

- Planning and teaching 24 hour GIS/GPS class to tribal employees and partners in Orleans.
- Finalized EHP process for NEPA and section 106 approval needed before moving forward with these projects. Organizing Satellite phone agreement and initiating RFP process for ongoing implementation of the FY11 and FY12 Tribal Equipment Assistance Grants from Cal OES. Working on putting together list of employee phone numbers for GETS and WPS service.
- Provide GIS data to Scott Quinn regarding Yreka parcels and parcel addresses.
- Assist IT with maps of Orleans for the broadband wireless internet project to determine which residents will be reachable with proposed tower locations and how to reach those that they will not be able to reach initially.
- Assisting local Fire Safe Councils with GIS mapping overlay assessment project to strategically plan fuels project to protect the community and encourage use of fire for cultural resource health. Was able to complete 4 large maps of version 8 of this effort for the Fire

Ecology Symposium in Orleans.

- Assist Crystal Robinson with a map for her water quality sampling effort on the Salmon River that occurred in summer 2013 showing increased amounts of aluminum in creeks with high severity fire.
- Assist Colleen Rossier with acquiring GIS data for Master project on yields of native foods in forested areas under various conditions.
- Assist Bill Tripp with Joint Chiefs proposal to use NRCS money for fuels reduction projects on private lands.

Meetings/Training Attended TF:

- On 3-19 thru 3-21 attended iTEMA (Inter Tribal Emergency Managers Association) three day conference, I was asked to sit on a panel to discuss the Emergency Declaration process and the lessons learned for other Tribes to learn from what went well and what we can improve on. Had the chance to talk with FEMA representatives from DC with a group of Tribes from the state, we all had the same thing to say, the Tribes need to be supported the same way the States are with a reoccurring funding source to sustain and Emergency Management and Program, it is mandated but is not supported and as a Sovereign Government we need to be treated with the same respect as the states. FEMA seemed receptive to the message as it was repeated by all of us one after the other. We also addressed the situation where Tribes such as ours that are spread out over a large area but are not contiguous should be able to bring in the parts of the community such as Orleans, into a declaration when they are as affected as we are, it does not seem right that we are only able to repair only part of the damage in these small communities while the rest of the community suffers, disaster like we had in Orleans and one that affected a Tribe in Southern California affect the whole community when they affect us.
- Attended DHS/FEMA Workshop on 3/31-4/1 in Oakland to Kick off Americas Preparedness to be scheduled on April 30th. It is to get Organizations, Government agencies, the public and others to think about preparedness and to do one thing on that day to help them become a little more prepared for an emergency or unexpected event.
- Attended online ND Grants training on 4/9 to learn about applying for Homeland Security Grants, and submitting progress reports, requesting extensions and reallocation funds.
- Held ICS100 and IS700 in Orleans on 4/10 everyone passed that took the classes, it was a good turnout with 9 and 10 participants respectively.
- Attended E581 Emergency Management Operations for Tribal Governments in Emmetsburg MD, learned how to overcome some of the challenges with state and local governments by using mutual aid agreements with cooperators, however it was also pointed out the states have much to learn when working with Tribes. FEMA representatives also showed up to talk about the Draft Declaration processes for Tribal Governments, changes that may be implemented will be lowering the Loss threshold to 500K from 1 Million. FEMA is also setting funds aside to make site visits for face to face consultation they are still unsure on how to go about it. FEMA is also looking at how disasters affect communities where the tribe Declares an emergency and meets the minimum threshold but the rest of the community does not and allowing those Tribes that do not have a contiguous land base to bring that community into the declaration to allow the whole community the disaster relief that they need.

Meetings/Training Attended JB:

- GPS/GIS Class taught to 18 people (mostly tribal employees, along with some partners) on 3/26/14 and 3/27/14 and to second GIS class taught to 12 people on 4/2/14.
- 3/28 met with UC Davis student Colleen Rossier to provide her with GIS data for her Masters project regarding forest management practices for increasing availability of food and fiber resources.
- 4/4 Went to grants Pass with Tom to pick up and learn how to operate EBAM air quality monitor to be used to measure PM 2.5 during wildfire events.
- 4/7 Fire Safe Council workday to help with GIS overlay analysis for determining best locations for

fuels reduction projects to be used in the Happy Camp, Somes Bar, Orleans, and Salmon River Community Wildfire Protection Plans.

- 4/8-4/10 Jury Duty at Siskiyou County Courthouse
- 4/14 Happy Camp Neighborhood Watch meeting to elect new leadership and decide course of action for documenting suspicious/malicious/nuisance activities within the community.
- 4/15-4/17 Attended the Fire Ecology Symposium in Orleans.

Thomas N Fielden
Emergency Preparedness Coordinator
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Happy Camp, CA 96039
Phone: (530) 493-1600 Ext 2024
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Fax: (530) 493-5322
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Jill J. Beckmann
GIS Resource Inventory Specialist
Emergency Preparedness Department
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530-493-1600 Ext. 2029
530-643-3628 (cell)

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
 MOU
 Agreement
 Amendment

Karuk Tribe Number Assigned: _____

Funder/Agency Assigned: Cal OES
Prior Amendment: _____

REQUIRED → *Procurement Attached *Budget Attached
*System for Award Management (SAM) (CONTRACTS ONLY)
~~WCDC/KEHA Notification/ review required~~ Yes No

Requestor: Jill Beckmann

Date: April 11, 2014

Department/Program: Emergency Preparedness

Name of Contractor or Parties: SatCom Direct

Effective Dates (From/To): 1 yr. from start

Amount of Original: \$2,166

Amount of Modification: _____

Total Amount: \$2,166

Funding Source: 6410-02

Special Conditions/Terms:

See attached

Brief Description of Purpose:

12 month contract for basic Satellite telephone service from SatCom Direct for Satellite phones to be used as needed by cultural monitors on Wildfire incidents. Comes with 10 min/mo. per phone, rates apply after.

**** REQUIRED SIGNATURES ****

Jill Beckmann
Requestor

4/11/2014
Date

Laura Mayton
**Chief Financial Officer

4-16-14
Date

Sammi Othman - see notes
**Director, Administrative Programs & Compliance

4-11-14
Date

Paul Smith
**Director of Self Governance(MOU/MOA) or TERO (Contracts)

4/16/14
Date

Eric Wright FT - I recommend we also purchase Global One service to avoid international calling
Other

4-15-14
Date

Request for Contract/MOU/Agreement
Updated October 25, 2012

This amended version supersedes all previous versions.



Contract Holder
Contract GS-35F-0221R

**SATCOM DIRECT COMMUNICATIONS, INC.
CUSTOMER SERVICE AGREEMENT**

CONTACT INFORMATION	
Agency/Organization/Company Name: Karuk Tribe	
Address Line 1: PO Box 1016	
Address Line 2: 64236 Second Ave	
City, State, ZIP: Happy Camp, CA 96039	Country ³ : USA
Telephone Number: 530-493-1600	Fax Number:
Email Address: jorge@karuk.us	Cell Number:
BILLING INFORMATION	
Billing Contact Name: Jamie Orge	
Billing Email Address: PO Box 1016	
Billing Address, City, State, ZIP: Happy Camp, CA 96039	Country: USA
Billing Telephone Number: 530-493-1600	
Quote Number or Product Ordered: 20140306Karuk	
PAYMENT METHOD	
Check One: <input type="checkbox"/> Check/ACH <input type="checkbox"/> Wire Payment <input checked="" type="checkbox"/> Credit Card ¹ (Visa, MasterCard, American Express, Government Purchase Card)	
¹ To pay by credit card, please call our Accounting Department at +1.321.777.3701 to provide credit card details.	
SHIPPING INFORMATION - See also contract information	
Shipping Method/Account # (if different then PO) ² :	
Agency/Organization/Company:	Attn:
Address Line 1:	
Address Line 2:	
City, State, ZIP:	Country ³ :
Telephone Number:	Fax Number:
Email Address:	Cell Number:

²All hardware orders through Satcom Direct Communications GSA schedule ship at no cost via ground shipping, CONUS

³If shipping is outside of continental US, regular shipping charges will apply.

By signing below, I warrant that the information provided herein is accurate and complete. I have read, understand, and agree to comply with Satcom Direct Communications, Inc. Terms and Conditions through their GSA contract and at <https://www.satcomdirect.com/main/legal-notice/Terms-and-Conditions-for-Use-Sale-Of-Services-And-Equipment>. I am authorized to sign this agreement on behalf of my Agency/Organization/Customer who will be fully responsible for all charges hereunder.

Signature: _____

Date: _____

Name (Printed): _____



TERMS AND CONDITIONS FOR USE AND SALE OF SERVICES & EQUIPMENT

The following terms and conditions ("Terms and Conditions") apply to end-users ("Customer(s)") using mobile satellite and/or terrestrial wireless communication services, including but not limited to Inmarsat®, Iridium®, ViaSat®, DirecTV® and SITA® services ("Services") and/or equipment ("Equipment") provided by Satcom Direct, Inc., Satcom Direct Communications, Inc., or their affiliates or operating subsidiaries (collectively, "SD"). These Terms and Conditions shall govern all of Customer's existing and future SD Services and/or Equipment, unless otherwise agreed to in writing by the Parties. SD and Customer are hereinafter also referred to herein individually as a "Party" and jointly as the "Parties."

1. PROVISION OF SERVICES AND EQUIPMENT BY SD. (A) SD shall provide Customer with the Services and/or Equipment, pursuant to and in conformance with any Order accepted by SD. SD, upon entering into an Order with Customer may utilize one or more of its affiliates, subsidiaries or another party or parties to deliver the applicable Service and/or Equipment. Customer shall request Services and/or Equipment hereunder by issuing to SD one or more proposed order(s) (each an "Order"), in the form provided or approved by SD, or via the electronic order entry system on SD's websites. Upon SD's acceptance of a proposed order(s), such proposed order(s), shall be deemed an "Order" hereunder and shall, along with these Terms and Conditions, govern the provision by SD of Services and/or Equipment to Customer (the "Agreement"). There are no other oral or implied agreements, warranties or understandings, and from time to time, SD may, at its sole discretion, add, delete or modify the portfolio of Services and/or Equipment made available to Customer under these Terms and Conditions. (B) An Order shall be deemed accepted by Customer upon Customer's written or electronic acceptance of such Order or Customer's use of the Services. In the absence of a written or electronically submitted Order, Customer's verbal instruction or issuance to SD of a purchase order, work order, work ticket or other form of written order on Customer's standard form (collectively, "PO(s)") will constitute Customer's acceptance of SD Services and/or Equipment. If Customer issues a PO to SD for Services and/or Equipment, such PO will be treated as an administrative document only and will not add to, delete from, or change any of these Terms and Conditions. (C) Customer is responsible for notifying SD, in writing, of any request to permanently deactivate or temporarily suspend Services. Such permanent deactivation or temporary suspension of Services will be effective only after SD's receipt of Customer's written request and SD's acknowledgement of receipt of Customer's written request. All such requests must be in writing and sent to: (Fax): +1-321-777-3702 or (Email): activations@satcomdirect.com. Customer will remain liable for all charges up to and including the last day of the billing period in which SD acknowledges receipt of Customer's written request for permanent deactivation or temporary suspension of Services as well as any applicable early termination fees.

2. USE OF SERVICES AND EQUIPMENT. (A) **Supplier Terms.** Use of Services and/or Equipment shall be in accordance with any additional terms and conditions that may be imposed by a SD underlying Supplier including but not limited to: ViaSat®, Inmarsat®, Iridium®, SITA® and DirecTV® ("Suppliers"). These additional terms and conditions can be found at <http://www.satcomdirect.com/main/legal-notices/termsandconditions.aspx> and are incorporated herein by reference and may be amended from time to time. (B) **Laws & Regulations.** Customer will use the Services and Equipment only in accordance with applicable U.S. and foreign rules, laws and regulations. Customer agrees to obtain, at Customer's sole expense, all necessary licenses, approvals, permits, consents and governmental authorizations that may be required for Customer's use of the Services and/or Equipment. Customer is solely responsible for determining and complying with the licensing requirements in any jurisdiction in which it is operating the Services and/or Equipment. No Services shall be used in, or Equipment imported into, any country where doing so is a violation of applicable U.S. law, and no Services shall be used by, or Equipment transferred to, any person or entity identified on the U.S. Specially Designated Nationals (SDN) List. Without limiting the foregoing, in no instance shall Services be used in, or Equipment imported into, the following countries without the express written consent of SD, which will only be provided upon a showing that the proposed use or importation is licensed or otherwise authorized by the applicable authority: Cuba, Iran, Syria, Sudan and North Korea. SD will not be held responsible for any operational restrictions, customs, license or permit fees required for operation of the Services and/or Equipment in the destination country. In addition, SD will have no responsibility for fines associated with terminal seizure nor for legal ramifications of using Equipment and/or Services in countries where doing so is prohibited. (C) **Abusive or Fraudulent Use.** Customer will be liable for all use or misuse of the Services and/or Equipment hereunder, irrespective of whether such use or misuse was authorized, fraudulent or otherwise. Customers will not use the Services or Equipment in an abusive or fraudulent manner, including, but not limited to the following actions: (i) accessing or attempting to access Services by using an unauthorized device or by tampering with or altering Equipment; (ii) obtaining or attempting to obtain permission to use Services or Equipment by providing false or misleading information; (iii) obtaining Services or Equipment without having the intent to pay charges incurred; (iv) using Services or Equipment to further criminal activity; (v) using Services or Equipment to make obscene or illegal communications, to impersonate another person with fraudulent or malicious intent or to call another person so frequently or at such times of day or in any other manner with the intended effect of annoying, threatening or harassing such other persons; or (vi) using Services or Equipment in a manner that interferes unreasonably with the use of Services or Equipment by one or more other SD customers.

3. SERVICE-SPECIFIC TERMS AND CONDITIONS.

3.1 AVAILABILITY OF SERVICES. (A) **In General.** THE SERVICES ARE PROVIDED ON AN "ON-DEMAND" BASIS AND ARE SUBJECT TO THE AVAILABILITY OF CAPACITY ON THE APPLICABLE SATELLITE OR TERRESTRIAL NETWORK. SERVICES MAY BE TEMPORARILY UNAVAILABLE OR LIMITED BECAUSE OF CAPACITY LIMITATIONS, EQUIPMENT OR NETWORK FAILURES OR LIMITATIONS, DISTRESS OR ANY OTHER EMERGENCY OR NATIONAL SECURITY PRE-EMPTION AS REQUIRED BY SD OR A SUPPLIER OR MAY BE TEMPORARILY INTERRUPTED OR CURTAILED DUE TO MODIFICATIONS, UPGRADES, REPAIRS OR SIMILAR ACTIVITIES OF A SUPPLIER. SD HAS NO LIABILITY FOR UNAVAILABILITY OR MALFUNCTION OF SUPPLIERS' NETWORKS. (B) **Use Limits and Network Management.** SD may prioritize, restrict, or set limits (such as bandwidth allocations, or limits on types of content accessed or transferred) on your use of the Service for certain applications. In times of heavy network usage, this may impact the functioning of high bandwidth applications. As with any mobile broadband network, speed may vary due to your device, atmospheric conditions, terrain, network capacity, and aircraft location. Content, file sharing or multiplayer gaming requiring high bandwidth, such as VoIP, streaming audio and video and file sharing, are given a lower priority and at times may be



blocked or not work consistently. (C) **Service Coverage.** The coverage area refers to the geographic area where SD Services can be obtained. Coverage maps for SD Services are available at Satcom Direct's website: www.satcomdirect.com. SD disclaims any liability for any inaccuracies in such maps. Actual Service coverage, speeds, locations, and quality may vary. (D) **Further Restrictions Placed on Services using a Packet Shaper.** Customer may elect to utilize a packet shaper that restricts, limits or blocks specific content. Generally, access to the following is always blocked by the packet shaper: VPN, software application updates, operating system updates, social media websites, streaming video, streaming music, VoIP, and online gaming. Customer confirms that a SD sales representative has talked to Customer about the specific content that will be restricted, limited or blocked. Customer is responsible for notifying SD, in writing, of any request to make changes to what content is restricted, limited or blocked. If a Customer requests access to its VPN, while the Customer is using its VPN the packet shaper will no longer be effective in restricting, limiting or blocking data traffic.

3.2 911 SERVICE. THE SERVICES DO NOT GUARANTEE 911 OR OTHER EMERGENCY RESPONSE CAPABILITIES. It is your responsibility to make such provision as may be required by law or good aviation practices for the transmission of priority or distress communications through facilities other than the Services described hereunder.

3.3 MODIFICATION/TERMINATION OF SERVICES. SD may modify or terminate any and all Services at its discretion. SD will notify Customer of the modification(s)/termination(s) by: (A) posting a notice on the SD or Plane Simple website, (B) emailing Customer at Customer's e-mail address of record, or (C) written correspondence, including notification on Customer's invoice. Such modification(s)/termination(s) will be effective on the date specified in the notice. In most cases, SD will try to provide notice one (1) month in advance of changes to Service(s). In any event, if such modification has a material adverse impact on Customer's ability to use the modified Service(s), Customer may terminate the modified Service(s) by providing written notice to SD within thirty (30) days following the date of such modification. However, Customer agrees to be bound by such modified Service(s) if Customer does not terminate Service(s) within the thirty (30) day notification period. — *Who will monitor the website?*

4. USE OF INTERNET PROTOCOL SERVICES.

4.1 SYSTEM MANAGEMENT AND SERVICE PERFORMANCE. The Customer is solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, that are or may become necessary to access the Services and to operate the Equipment and/or Customer equipment.

4.2 DATA MANAGEMENT AND RESPONSIBILITY. Customer is responsible for managing Customer's information, including but not limited to back-up and restoration of data, erasing data from disk space Customer controls and changing data on or settings for Customer equipment. SD is not responsible for the loss of Customer's data or for the back-up or restoration of Customer's data.

4.3 SECURITY. Customer is responsible for developing and maintaining any security procedures Customer deems appropriate, such as logon security and data encryption, User ID, alias, and password on Equipment and Customer equipment. SD is not responsible in the event that any party changes the information on Customer's account, including without limitation, Customer's alias, User ID, password, or security information. SD STRONGLY RECOMMENDS THE USE (AND APPROPRIATE UPDATING) OF PASSWORDS, COMMERCIAL ANTI-VIRUS, FIREWALL, AND ANTI-SPY SOFTWARE, AS WELL AS THE USE OF ANTI-SPAM EMAIL SOFTWARE AND FREQUENT PATCHING OF ANY GENERAL USE SOFTWARE. SD disclaims all liability for any damages that may occur as a result of spam or spam filters, viruses, spyware or any other type of malicious code or software.

4.4 USE OF IP ADDRESS. To enable the provision of Services, SD may provide Customer with a static or dynamic IP address. IP addresses are a finite resource and SD must ensure the most efficient use of each address. Accordingly, Customer agrees to the following: (A) SD's assignment of a static IP address to a Customer does not create any property rights in the Customer to that particular IP address; (B) SD reserves the right, at any time, to request that a Customer provide justification, to SD's satisfaction, as to why Customer requires a static IP address assignment; (C) SD reserves the right to reclaim a static IP address from Customer and to assign Customer a different address, either static or dynamic. SD shall not be liable for any damage that may occur to Customer or Customer equipment as a result of such action.

4.5 MONITORING NETWORK PERFORMANCE. SD automatically measures and monitors network performance and the performance of Customer's Internet connection and the SD network. SD also may access and record information about Customer equipment and settings and the installation of software SD provides in order to provide customized technical support. Customer agrees to permit SD to access and record such data for the purposes described herein. SD does not guarantee that these procedures will prevent the loss of, alteration of or the improper access to, Customer's information. SD does not share such information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of SD or its authorized suppliers, vendors, contractors and agents. Customer acknowledges and consents to SD's monitoring of Customer's Internet connection and network performance, and the access to and adjustment of Customer's computer settings, as they relate to the Services, software, or other services that SD may offer from time to time.

4.6 MONITORING INTERNET TRAFFIC. SD shall have the right, but not the obligation, to monitor Internet traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including and without limitation to Spam, virus, and adult language sniffers and filters). If Customer elects to use any Service by which the Customer can connect to the Internet, SD shall have the right, but not the obligation, to monitor that Internet usage, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any operating rules established by SD.



5. EQUIPMENT-SPECIFIC TERMS AND CONDITIONS.

5.1 DELIVERY/FREIGHT CHARGES/RISK OF LOSS. Risk of loss in the Equipment will transfer upon delivery to Customer and delivery will take place when Equipment is shipped to Customer by SD. Customer will pay any costs incurred by SD to ship the Equipment to Customer's designated location, unless otherwise agreed upon by the Parties prior to shipment. Any additional delivery terms for Equipment will be mutually agreed to in writing by SD and Customer. SD will use commercially reasonable efforts to comply with the delivery terms requested by Customer. In no event will SD have any liability in connection with any shipment, nor will the carrier be deemed to be an agent of SD.

5.2 PARTIAL SHIPMENTS. Customer agrees to accept partial shipments unless otherwise specified in advance, particularly in cases where the Equipment is temporarily out of stock. In the event that ordered Equipment is not available, SD will maintain a backorder list compiled by date. As backordered Equipment is received from the underlying Supplier, SD will fill orders based on age of order. Customer is responsible for shipping charges for each partial shipment.

5.3 TITLE. Title to Equipment purchased by Customer will transfer from SD to Customer upon SD's receipt of the full sale price and any applicable taxes, fees, freight, and other charges. Until such time, Customer will keep Equipment that is owned by SD free from any liens, claims or encumbrances and will execute all such documents as may be reasonably required by SD to evidence or perfect its security interest.

5.4 INSPECTION & ACCEPTANCE. Customer may inspect or test the Equipment that has been tendered for acceptance. Customer may require repair or replacement of nonconforming Equipment at no increase in price. Customer must exercise the post-acceptance rights provided by this Section, (i) within thirty (30) days after a defect is discovered or should have been discovered, and (ii) before any substantial change occurs in the condition of the defective item, unless the change is due to the defect in the item.

5.5 WARRANTY. (A) Equipment sold by SD that does not bear the SD name is serviced and supported exclusively by its manufacturers in accordance with terms and conditions packaged with the Equipment. SD's Warranty does not apply to Equipment that is not SD-branded, even if packaged or sold with SD Equipment. Please contact the manufacturer directly for technical support and customer service. (B) Unless otherwise stated in the Order, SD warrants that new SD Equipment delivered to Customer will be free from defects in workmanship and material for a period of one (1) year (365 days) from date of delivery. All refurbished or used SD Equipment or accessories sold hereunder will be free from defects in workmanship and material for a period of thirty (30) days from date of delivery. All repairs covered by such warranty will be performed at no charge to Customer. For any repairs requested after the warranty period, SD will provide a quote for such repairs and if the quote is accepted and the work authorized by Customer, the repairs will be performed at Customer's expense. If in the event of a warranty claim and upon examination SD determines to its satisfaction that such equipment is defective in material or workmanship, SD will, at its sole option: (i) repair the Equipment so that it performs as set forth above, (ii) replace the nonconforming Equipment with Equipment that performs as set forth above, or (iii) if SD determines that neither of the foregoing is commercially reasonable upon return of the Equipment to SD, refund all sums paid by Customer to SD with respect to the nonconforming Equipment. The foregoing Equipment warranty is Customer's sole remedy in the event of a warranty claim. (C) All warranties offered by SD are "back-to-base" warranties, such that Customer will bear the transportation cost of returning any nonconforming or defective Equipment to SD's designated premises and also the transportation cost of returning the Equipment following a repair from SD's designated premises to Customer's premises. If Customer requires a SD technician to travel to Customer's location to perform warranty services, Customer is responsible for all costs associated with the travel including, but not limited to, transportation costs, living expenses, etc. SD will provide a written estimate of travel costs upon request. (D) The foregoing warranty does not extend to Equipment which is altered, improperly installed by a third party or which fails or is damaged after delivery due to accident, act of God, shipment or handling, or due to storage, operation, use, or maintenance in a manner or environment which does not conform to the Equipment manufacturer's instructions or specifications provided by SD at the time of delivery to Customer. (E) Subject to Section 5.3 above, SD warrants that title to all Equipment delivered to Customer under these Terms and Conditions will be free and clear of all liens, encumbrances, security interests, or other claims.

5.6 REFUNDS/RESTOCKING FEES. There will be no refunds for used Equipment returned to SD, except as provided in Section 5.5(B)(iii) If Customer returns unused Equipment to SD in its original package, in its original condition, and within thirty (30) days of delivery, SD will refund to Customer eighty five percent (85%) of the purchase price, the remaining fifteen percent (15%) of the purchase price representing a restocking fee. Customer will bear all shipment and insurance costs related to such return shipment. All Equipment must be returned to the SD facility as directed by SD.

5.7 CANCELLATION OF CUSTOM ORDERS OR BLANKET ORDERS. Customers desiring to cancel, in whole or in part, a custom or blanket order must notify SD of such request, in writing, anytime prior to shipment. Upon written acceptance by SD of any such cancellation request, Customer shall be liable for all costs, expenses, and charges related to such order based upon the percentage of completion of all work performed through the date of acceptance of cancellation, the costs actually incurred by SD in relation to all materials purchased by SD for the related Equipment or systems, and all other production and material costs incurred by SD, including, without limitation, document setup, revision changes, tooling charges, stranded, excess material, and related procurement expenses, or as otherwise determined by SD. The foregoing costs shall also include charges for administrative expenses incurred in obtaining and stocking or restocking materials related to the Order in question, and any labor expenses associated with the custom or blanket order. Customer must receive written authorization from SD before any Order cancellation is approved, and such cancellation will be subject to the terms & fees outlined above.



6. SOFTWARE LICENSE AND INTELLECTUAL PROPERTY. (A) Effective upon delivery, SD grants to Customer a fully paid, non-exclusive, non-sublicensable and non-transferable license and/or sublicense to use the software provided with the Equipment (the "Software"), for as long as Customer is entitled to use the Equipment under this Agreement. Customer may use the Software only in machine-readable, object code form. Third party software may be subject to additional terms and conditions described in the applicable third party software user documentation, and to the extent that those terms conflict with these Terms and Conditions, the third party terms will control. Customer may use the Software only in connection with the Equipment and Services provided by SD. Customer may not assign, transfer, pledge, rent, share, copy or sublicense any of the Software. Customer may not reverse engineer, decompile or otherwise attempt to discover the source code of the Software. (B) Other than as specifically set forth in this Section, no licenses or any rights of any kind under any patent, copyright and rights to create derivative works, trademark, trade secret, service mark, mask works or other form of intellectual property (collectively "Intellectual Property Rights") are granted or are to be implied by these Terms and Conditions or arisen by estoppel.

7. BILLING & PAYMENT.

7.1 PAYMENT FOR SERVICES AND EQUIPMENT. (A) **Services.** SD will bill and Customer will pay SD for the Services provided by SD and for any other third party charges for which Customer has agreed with that third party to allow SD to bill. (B) **Equipment.** Pre-payment of Equipment may be required before Equipment is shipped. If pre-payment is not required, invoices for Equipment will be sent on or after the date of shipment and will include all applicable federal, state, provincial, local, and other taxes, fees and duties or other charges and amounts that may be levied upon the Equipment.

7.2 PAYMENT TERMS. (A) Customer will pay all invoices within thirty (30) days of the date of invoice and in accordance with the instructions stated on the invoice unless otherwise agreed to by the Parties in writing. (B) Amounts not paid within thirty (30) days will be subject to SD's then-current late fee. (C) Customer will pay for any and all collection or litigation expenses, including reasonable legal fees, incurred by SD in collecting any late payments or late payment fees.

7.3 PRICING. (A) All pricing will be in accordance with SD's then-current pricing or pricing provided to Customer in a written Order for the applicable Service and/or Equipment. SD reserves the right to revise such pricing from time to time. (B) Errors on Our Websites. Prices and availability of Equipment and Services are subject to change without notice. Errors will be corrected where discovered, and SD reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed. *- Re-confirm quote*

7.4 LIABILITY FOR DATA USAGE. (A) Customer shall be fully liable for payment of any and all voice and data charges accrued through the use of Equipment or Customer's equipment. It is Customer's sole obligation and responsibility to ensure that all Equipment or Customer equipment and associated computer hardware and software are properly configured with respect to the Services being used and that only authorized users are permitted access to the Equipment or Customer equipment. (B) **SIM (Subscriber Identity Module) Card.** When signing up for certain Services, Customer will receive a SIM card that will give Customer access to SD's Services. Any and all traffic (including voice and data) sent through Customer's SIM card will be considered provided to Customer. This even includes all traffic generated by any third party or any malware because, at the end of the day, the Customer is responsible for the safe keeping of its SIM card and all traffic associated with the SIM card.

7.5 ADVANCE PAYMENTS. A Customer may be required to make an advance payment specified by SD for Services and/or Equipment. If a Customer has made an advance payment and this Agreement is terminated, SD will refund to the Customer the amount of any advance payment less any charges (including, if applicable, a termination charge under Section 8.2(A)) due SD through the date of termination.

7.6 DEPOSITS/BANK GUARANTEES/LETTERS OF CREDIT. SD may require Customer to provide a third party guarantee, deposit, letter of credit, or other form of security deemed necessary by SD, in its sole discretion, to provide adequate assurance of payment. The provision of such third party guarantee, deposit, letter of credit, or other form of security does not relieve Customer of its payment obligations specified herein.

7.7 METHODS OF PAYMENT. Payment for all Equipment and/or Services must be made via check (fee of \$100 will be charged on returned checks), ACH, wire (Customer is responsible for all wiring fees), credit card (Master Card, VISA, American Express, or other credit cards as SD may designate from time to time), or as otherwise allowed by SD, payable in US dollars. SD reserves the right to assess a fee for initiating and processing Customer payment. SD may, but is not required to, accept partial payments from Customer. If Customer sends SD a check or other form of payment marked "payment in full" or otherwise labeled in restrictive endorsements, SD may, but is not required to, accept them, without losing any rights to collect all amounts owed by Customer under this Agreement.

7.8 TAXES/FEES. Customer shall pay all taxes, excises, fees, charges, surcharges or similar exactions imposed by any government authority (local, state, national or foreign) on the Services and/or Equipment that are the subject of this Agreement (even if imposed retroactively) including but not limited to sales and use taxes, telecommunications taxes, duties, custom fees and universal service fund contribution charges. Further, SD shall have the right to recover from Customer the amount of any government fees or taxes arising as a result of this Agreement, which are imposed on SD or Services/Equipment. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. Customer shall be responsible for providing SD any and all documentation substantiating a claim for exemption from taxes or fees prior to the date Services or Equipment are first provided under this Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse SD for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation. Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services SD provides and, consequently, uncertainty about what fees, taxes and surcharges



are due from SD and/or its Customers. Customer agrees that SD has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding SD's collection or remittance of such fees, taxes and surcharges. In the event that any tax, duty, impost, levy or the like charge becomes payable in any territory, either by deduction or otherwise, on or in respect of any amount to be paid by Customer to SD, or which Customer may be required to withhold in respect of any amount due to SD, such tax, duty, impost levy or like charge shall be for the account of Customer and Customer shall pay to SD such an amount as to yield to SD a net amount equal to the amount that but for such tax, levy, impost or charge would have been received by SD. SD will provide reasonable assistance to Customer to minimize the amount of such withholdings or deductions, including providing any relevant certification of its status as a non-resident of a jurisdiction or of its entitlement to benefits under a treaty.

7.9 INVOICE INQUIRIES. Customer must pay all invoiced amounts (even Disputed Amounts) when due. If any portion is in dispute, Customer must, within thirty (30) days of the invoice date containing such disputed amount, give written notice to SD of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. For avoidance of doubt, claims of unauthorized or unintended use, fraudulent use or any other misuse will not constitute a valid basis for dispute of an invoice. If the Disputed Amount is resolved in favor of SD, and Customer has not yet paid the Disputed Amount, late fees may also be assessed, if applicable, upon final determination of such dispute. SD will issue credits against amounts owing on subsequent invoices upon resolution of any disputed amounts in favor of Customer. An invoice is deemed to be accepted by Customer if no written notice of dispute is provided before the date the payment is due.

7.10 PAPER INVOICE FEE. An administrative fee of \$10 USD per month, or equivalent, is charged by SD for the issuance of paper invoices. To avoid this fee, Customer may elect to receive electronic invoices, in PDF format, each month. SD e-Invoicing also allows Customers to pay invoices directly online by credit card.

7.11 UNINTENDED OR UNAUTHORIZED TRAFFIC/DATA CONNECTIONS. Customer agrees to pay for any and all unintended traffic/data connections including but not limited to call, data or IP traffic generated from malware and/or viruses, Wi-Fi enabled devices, Unlicensed Mobile Access (UMA) devices, through equipment testing, equipment failure, automatic software updates or background tasks, even if Customer was not the user and/or did not authorize its use. **FOR FURTHER EXPLANATION SEE DOCUMENT ENTITLED "IMPORTANT NOTICE-UNINTENDED TRAFFIC/DATA CONNECTIONS" at <http://www.satcomdirect.com/main/legal-notice/important-notice-unintended-traffic-data-connections>**, which is incorporated herein by reference.

7.12 CONNECTION CHARGES. Customer acknowledges its responsibility to provide and pay for all equipment and services required to connect Customer equipment to the Services or Equipment.

8. TERM OF AGREEMENT.

8.1 SERVICES PURCHASED UNDER THE PAY-AS-YOU-GO OR PAY-PER-USE PAYMENT OPTION. Services purchased under the Pay-As-You-Go or Pay-Per-Use payment option can be terminated at any time by either Party by providing written notice to the other Party. Upon termination Customer will remain liable for all charges including, but not limited to, airtime and monthly access fees up to and including the last day of the billing period in which SD acknowledges receipt of Customer's written request for termination of Services. Customer acknowledges that it could take several days to terminate Service(s) with an underlying Supplier and until such Service(s) is terminated, Customer is responsible for all usage.

8.2 SERVICES PURCHASED UNDER A SERVICE/SUBSCRIPTION PLAN. (A) Certain Services may be sold under a subscription/service plan, some of which may require minimum service term commitments ("Term"). Accordingly, termination of a subscription/service plan that specifies a Term prior to the expiration of the Term will result in Customer being liable to pay SD a termination charge in the amount of the full contractual commitment of that specific subscription/service plan. For example, if Customer purchases a 2 year Yonder service plan at \$5,995/month and terminates service in the eighteenth (18) month, the termination charge will be \$35,970 (6 months times \$5,995). For the avoidance of doubt, Customer herein acknowledges that the assessment of a termination charge is reasonable and is not a penalty, but rather constitutes liquidated damages. (B) **Auto Renewal of Service.** All subscription/service plans automatically renew. Customers who do not wish to renew their contract must provide notice of cancellation to SD thirty (30) days prior to the end of the contract Term. (C) **Plan Changes.** If Customer wishes to change their service/subscription plan during its Term please contact a SD sales representative for available options. Changes to a service/subscription plan can only be done in writing between the Parties.

9. DEFAULT AND TERMINATION. (A) The occurrence or happening of any one or more of the following events will constitute an Event of Default if not remedied within ten (10) days after notice from SD: (i) use of the Services or Equipment in any manner or for any purpose contrary to law; (ii) abuse or fraudulent use of the Services and/or Equipment; (iii) failure to make any payments due as invoiced; (iv) discovery by SD that any representation or warranty made by Customer in any document furnished by Customer to SD is incorrect; (v) breach or violation of any of these Terms and Conditions by Customer; or (vi) commencement of any proceeding, whether voluntarily or involuntarily, relating to Customer under any law relating to insolvency, bankruptcy or the protection of creditors' rights generally. (B) In an Event of Default, SD may, at SD's sole option and without in any way limiting any other rights and remedies it may have, suspend or terminate Customer's Service without notice. SD will bill Customer and Customer will pay SD, in accordance with Section 7, for all outstanding charges accrued up to and outstanding on the date of such termination. In all such cases, SD will incur no liability whatsoever. Customer will be liable for all costs and expenses incurred by SD due to default by a Customer, including but not limited to legal costs. (C) SD, may, with no liability whatsoever, suspend or terminate Services if lawfully ordered to cease operation of such Services by a state or federal court of law, or any other lawful federal, state or local governmental authority. If at any time during the Term of this Agreement any equipment, facilities, or property used



by SD or its underlying Suppliers to provide the Services are taken for a public or quasi-public purpose by a lawful power or authority under the exercise of condemnation or eminent domain, SD will have the right, upon written notice to Customer to terminate the Services affected by the taking. (D) SD may also terminate Services in the event that an Other Contract (as defined in Section 14.3) for purchase of Services expires or it terminated, provided that termination of the Services will only be with respect to the Services provided pursuant to that Other Contract. (E) The rights of termination, restriction or suspension set forth in this Section are in addition to any other remedies available to SD under this Agreement, or at law or in equity.

10. IMPLIED WARRANTIES AND REPRESENTATIONS. (A) THE SERVICES ARE PROVIDED "AS-IS" AND AS AVAILABLE. EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RESPECT OF THE SERVICES OR EQUIPMENT AND ANY DEFECTS THEREIN OF ANY NATURE WHATEVER, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED. SD (AND EACH OF ITS SUPPLIERS) MAKES NO WARRANTY THAT: (I) THE SERVICES AND/OR EQUIPMENT WILL MEET CUSTOMER REQUIREMENTS; (II) THE SERVICES WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AND MALICIOUS CODE-FREE BASIS; OR (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR EQUIPMENT WILL BE ACCURATE OR RELIABLE. EXCEPT FOR CERTAIN SERVICES AND PRODUCTS SPECIFICALLY IDENTIFIED AS BEING OFFERED BY SD, SD DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET, SOME OF WHICH MAY BE OFFENSIVE TO YOU. YOU ASSUME FULL RESPONSIBILITY FOR ASSESSING AND EVALUATING THE COMPLETENESS, ACCURACY, AND USEFULNESS OF ALL SUCH MATERIALS, INFORMATION, EQUIPMENT, OR SERVICES, AND THEIR MERCHANTABILITY AND QUALITY. YOU EXPRESSLY ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CONFIDENTIALITY, AND PRIVACY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY, AND SD DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. (B) SD SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, ANY ADVICE OR FAILURE TO PROVIDE ADVICE BY SD TO CUSTOMER REGARDING THE EQUIPMENT AND/OR SERVICES OR CUSTOMER'S USE OF THE EQUIPMENT AND/OR SERVICES. (C) SD MAY PROVIDE CUSTOMER WITH ACCESS TO CERTAIN ACCOUNT MANAGEMENT TOOLS ("TOOLS"), EITHER DIRECTLY OR THROUGH SD'S WEBSITES OR APPS. USE OF THESE TOOLS ARE AT THE CUSTOMER'S OWN RISK, AND SD MAKES NO REPRESENTATION OR WARRANTY AS TO THE BENEFITS OF THE TOOLS OR THE ACCURACY OF ANY INFORMATION GENERATED THEREBY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, SD DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED TO THE USE OF THESE TOOLS AND INFORMATION, REGARDLESS OF THE BASIS OF THE CLAIM.

11. INDEMNITY AND LIMITATION OF LIABILITY. (A) SOME JURISDICTIONS WILL NOT ALLOW THE PARTIES TO LIMIT LIABILITY FOR PERSONAL INJURY. IN THOSE JURISDICTIONS, THE FOLLOWING LIMITATIONS AND INDEMNITIES WILL ONLY APPLY TO PERSONAL INJURY TO THE EXTENT ALLOWABLE UNDER APPLICABLE LAW. (B) SD DOES NOT UNDERTAKE TO TRANSMIT MESSAGES, BUT OFFERS THE USE OF ITS FACILITIES TO CUSTOMERS FOR THE TRANSMISSION OF COMMUNICATION SERVICES. (C) CUSTOMER AGREES TO RELEASE, PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS SD AND SD'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, ASSIGNS AND SUPPLIERS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, ACTIONS, LOSSES, DAMAGES, DEMANDS, SUITS, (INCLUDING DAMAGE TO PROPERTY AND PERSONAL INJURY) AND EXPENSES (INCLUDING LOSSES FROM SETTLEMENT AND REASONABLE COURTS COSTS AND ATTORNEY'S FEES) ARISING OUT OF OR RELATING IN ANY WAY OR ALLEGED TO BE CAUSED BY ANY OF THE FOLLOWING: (I) CUSTOMER'S USE OR MISUSE OF THE EQUIPMENT AND/OR SERVICES; (II) FAILURE OR LIMITATIONS OF ANY EMERGENCY DISTRESS FEATURES ASSOCIATED WITH THE EQUIPMENT AND/OR SERVICES; (III) INSTALLATION, MAINTENANCE AND/OR REMOVAL OF SUCH EQUIPMENT AND/OR SERVICES PROVIDED BY SD AND/OR ITS SUBCONTRACTORS; (IV) CUSTOMER'S BREACH OF THESE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT SUCH CLAIMS ARE BASED UPON THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF SD; (V) ANY CLAIMS OR ACTIONS FOR LIBEL, DEFAMATION, SLANDER, INVASION OF PRIVACY, PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, OR THE VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, ARISING IN CONNECTION WITH THE USE OR MISUSE OF THE SERVICES AND/OR EQUIPMENT; OR (VI) ANY CLAIM OR ACTION FOR PATENT INFRINGEMENT RESULTING FROM CUSTOMER'S USE (OR USE BY ANY OF ITS AFFILIATES) OF THE EQUIPMENT AND/OR SERVICES IN COMBINATION WITH THE EQUIPMENT, HARDWARE, SOFTWARE, SYSTEMS, CABLING, FACILITIES OR SERVICES NOT PROVIDED HEREUNDER BY SD. (D) THE TOTAL, AGGREGATE LIABILITY OF SD TO CUSTOMER FOR ANY AND ALL CLAIMS WHATSOEVER RELATED TO THE EQUIPMENT AND/OR SERVICES OR THESE TERMS AND CONDITIONS FOR DAMAGES TO CUSTOMER (OR TO ANY AFFILIATE OF CUSTOMER) FOR ANY CLAIMS WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, STRICT LIABILITY, PRODUCT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, HOWSOEVER ARISING WILL BE LIMITED TO DAMAGES ACTUALLY PROVEN AS DIRECTLY ATTRIBUTABLE TO SD, AND FURTHER LIMITED TO AN AMOUNT EQUAL TO THE LAST THREE (3) MONTHS OF PAYMENTS MADE BY CUSTOMER TO SD UNDER THESE TERMS AND CONDITIONS PRECEDING THE DATE OF ANY CLAIM MADE AGAINST SD. (E) NEITHER SD NOR ANY OF SD'S SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, INSURERS, SUBSIDIARIES AND AFFILIATED (INCLUDING PARENT) COMPANIES, AND THEIR EMPLOYEES, REPRESENTATIVES, OFFICERS AND DIRECTORS, WILL BE LIABLE ON ANY BASIS WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOSS ARISING FROM OR ATTRIBUTABLE TO FAILURE TO REALIZE ANTICIPATED SAVINGS, OR LOSS OF PRODUCTION, EQUIPMENT OR DATA) EVEN IF A PARTY KNEW OR HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, IN CONNECTION WITH (I) THE PROVISION OR FAILURE TO PROVIDE THE EQUIPMENT AND/OR SERVICES, FOR ANY REASON WHATSOEVER AND HOWSOEVER ARISING, OR (II) ANY UNAVAILABILITY, DELAY, INTERRUPTION, DISRUPTION, MALFUNCTION OR DEGRADATION IN OR OF THE UNDERLYING SUPPLIERS' NETWORK, OR (III) ANY NONCONFORMITY OR DEFECT IN THE EQUIPMENT OR ANYTHING DONE HEREUNDER, OR (IV) THE SUSPENSION BY SD OR SD'S SUPPLIERS OF THE SERVICES PROVIDED BY SD OR SD'S SUPPLIERS, DUE TO ANY CAUSES WHATSOEVER. SD'S LIABILITY IN CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, INCLUDING ANY LIABILITY FOR NEGLIGENCE, HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF SD'S OBLIGATIONS UNDER THESE TERMS AND CONDITIONS WILL BE LIMITED TO THE REMEDIES PROVIDED HEREIN. (F) ANY LIMITATION OF OUR UNDERLYING SUPPLIER'S LIABILITY THAT APPEARS IN OUR CONTRACT WITH OUR UNDERLYING SUPPLIER APPLIES WITH THE SAME FORCE AS IF IT APPEARED IN THIS AGREEMENT. THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.



12. DISPUTE RESOLUTION.

12.1 GOVERNING LAW. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Florida, excluding any choice of law rule thereof that would direct the application of the laws of another jurisdiction.

12.2 VENUE. Any action based upon or arising out of this Agreement shall lie exclusively in the state courts located in Brevard County, Florida. Customer and SD each hereby irrevocably agree and submit to the exclusive jurisdiction of such courts.

12.3 ATTORNEYS' FEES AND COSTS. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. The prevailing party shall also be entitled to recover any attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due to it.

12.4 RECOVERABLE COSTS. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Section 12.3 of this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; 10) court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred by the prevailing party in connection with the dispute.

13. CONFIDENTIAL INFORMATION / PRIVACY AND DATA PROTECTION. (A) Unless Customer consents in writing, or disclosure is made pursuant to a legal proceeding, SD will keep confidential all information or data furnished by Customer or otherwise acquired by SD through performance. Such information will not be released by SD to anyone other than: (i) Customer; (ii) a person who in the reasonable judgment of SD is acting as an agent of Customer; (iii) to the commissioning entity or supplier or another communications carrier provided that the information is to be used for the provision of Services and/or Equipment and disclosure is made on a confidential basis with the information to be used solely for that purpose; (iv) as necessary to fulfill SD's obligations under this Agreement and disclosure is made on a confidential basis with the information to be used solely for that purpose; (v) an agent retained by SD to collect outstanding balances owed to SD by Customer; or (vi) to a law enforcement agency whenever SD has reasonable grounds to believe that Customer has knowingly supplied SD with false or misleading information or is otherwise involved in unlawful activities. Customer's data will be held and/or transferred in strict accordance with the applicable data protection laws, including the Federal Telecommunications Act, and Customer consent. Customer's privacy rights are more particularly described in the CPNI Rights notice available at <https://www.satcomdirect.com/main/legal-notices/cpni-rights.aspx>, which is incorporated herein by reference. (B) Each party will comply fully with all applicable privacy and data protection laws and regulations, and will provide such assistance to the other party as is reasonably necessary to assist the other party in complying with such laws and regulations. Customer will indemnify SD against claims by third parties resulting from inadequate breach or inadequate observance of the provisions of this Section 13. Complete privacy of conversations or data transmissions while using Services cannot be, and is not, guaranteed.

14. MISCELLANEOUS PROVISIONS.

14.1 CHANGE OF CONTACT INFORMATION. Customer agrees to give SD prompt (within 7 days) notice of Customer's change of name, billing address, telephone number and contact person. This notification must be done in writing or via e-mail to SD.

14.2 SALE OR TRANSFER OF AIRCRAFT. Customer agrees to notify SD immediately (within 7 days) in writing after an aircraft is sold or transferred. Services will be deemed provided to Customer until SD receives such notice, and Customer may be liable for any charges incurred up to the time SD receives notice of the sale or transfer. Customer may not assign or transfer the Services or any of Customer's rights and obligations under this Agreement without SD's prior written consent.

14.3 CONDITIONS OF OTHER CONTRACTS. The obligations of SD under this Agreement are subject to the terms of the agreements under which SD purchases Services and/or Equipment from its Suppliers (each, an "Other Contract"). To the extent fulfillment of any obligation of this Agreement is not permissible or possible under an Other Contract, the Other Contract will prevail and such obligation will be suspended, terminated or modified to the extent required by the Other Contract. SD represents and warrants that it is not presently aware of any material respect in which this Agreement is inconsistent with an Other Contract.

14.4 FORCE MAJEURE. SD will not be liable for any failure of performance hereunder due to causes beyond its reasonable control ("Force Majeure"), including, without limitation, acts of God, fire, explosion, satellite failure, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lock-outs, severe weather, epidemics, earthquakes, floods, work stoppages or other labor disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof, or delay in delivery of Equipment, to the extent such delay is beyond the reasonable control of SD or Customer and other delays incurred for reasons beyond SD's reasonable control. SD's obligation to perform



will be suspended for the duration of a period of Force Majeure and will resume as soon as reasonably possible, upon the cessation of the event of Force Majeure.

14.5 WAIVER OF COMPLIANCE. The waiver or failure of SD to enforce any provision of these Terms and Conditions or to exercise any right or privilege hereunder, will not be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder.

14.6 ASSIGNMENT. SD may assign this Agreement and any rights and obligations hereunder to any third party without consent of or notice to Customer. Customer may not assign its rights or obligations hereunder without the approval of SD. These Terms and Conditions will inure to the benefit of, and will be binding on Customer's and SD's respective successors and permitted assigns.

14.7 SEVERABILITY. If any provision of these Terms and Conditions is declared invalid, illegal or unenforceable by a court or regulatory agency of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. In the event that any such provision is declared invalid, illegal or unenforceable due to its scope, breadth or duration, then it will be modified to the scope, breadth or duration permitted by law and will continue to be fully enforceable as so modified.

14.8 SURVIVABILITY. All provisions which would naturally survive the expiration or termination of these Terms and Conditions will so survive, including but not limited to the Sections entitled "Billing & Payment", "Equipment-Specific Terms and Conditions", "Use of Services and Equipment", "Default and Termination", "Indemnity and Limitation of Liability", "Confidential Information/Privacy and Data Protection", and "Dispute Resolution".

14.9 NOTICE. All notices, requests, demands and other communications hereunder will be effective upon delivery. Such notices will be in writing and will be sent by facsimile, email, nationally recognized overnight courier or delivered in person, addressed as set forth below. Either Party may, at any time, amend the below addresses for notice upon written notice to the other Party.

If to SD:

For Customer Service

Satcom Direct, Inc.
1901 Highway A1A
Indian Harbour Beach, FL 32937
Attention: Customer Service
Tel: +1-321-777-3000
Fax: +1-321-777-3002
Email: support@satcomdirect.com

For Contract & Legal

Satcom Direct, Inc.
1901 Highway A1A
Indian Harbour Beach, FL 32937
Attention: Legal Department
Tel: +1-321-777-3000
Fax: +1-321-777-3002
Email: legal@satcomdirect.com

For Billing Inquiries

Satcom Direct, Inc.
1901 Highway A1A
Indian Harbour Beach, FL 32937
Attention: Accounting Department
Tel: +1-321-777-3000
Fax: +1-321-777-3002
Email: accounting@satcomdirect.com

If to Customer: To the mailing address or e-mail address given at the time when SD initially set up Customer's account.

14.10 FULL DISCLOSURE. Customer has had the opportunity to review this Agreement before execution. Customer has also had the opportunity to consult with an attorney or other person/entity of Customer's choosing for legal/professional advice prior to executing this Agreement. Further, Customer has fully informed itself of the contents, terms, conditions, and effects of this Agreement, has read the entire Agreement and fully understands all of the terms.

14.11 ENTIRE AGREEMENT. These Terms and Conditions constitute the entire agreement between SD and Customer relating to the subject matter hereof and supersedes all prior agreements between the Parties with respect to such subject matter. There are no other oral or implied agreements, warranties or understandings between SD and Customer with respect to such subject matter.

14.12 NEW AND MODIFIED SD TERMS AND CONDITIONS. Customer understands and agrees that SD may add new terms and conditions to this Agreement or modify the current Terms and Conditions from time to time. SD will notify Customer of any change in the Terms and Conditions by: (A) posting notice of such change on SD's website at <http://www.satcomdirect.com/main/legal-notice/termsandconditions.aspx> or SD's Plane Simple website at <https://ps.satcomdirect.com>, (B) emailing Customer at Customer's e-mail address of record, or (C) written correspondence, including notification on Customer's invoice. Such modification(s) will be effective on the date specified in the notice. YOUR CONTINUED USE OF THE SERVICES AND/OR EQUIPMENT CONSTITUTES YOUR AGREEMENT TO SD'S TERMS AND CONDITIONS THAT ARE IN EFFECT AT THE TIME YOU USE THE SERVICES AND/OR EQUIPMENT. In any event, if SD modifies the Terms and Conditions and such modification has a material adverse impact on Customer's ability to use the Service(s), Customer may, within the thirty (30) day period following the date of such modification, terminate the affected Service(s) without penalty.

14.13 REPRESENTATIONS OF AUTHORITY. By your written or electronic signature, you indicate your unconditional acceptance of this Agreement. By signing this Agreement you represent that you are authorized to execute and deliver this Agreement, that this Agreement is binding upon the Party for whom you have signed and that no other signature is required to bind that Party.

correct date?

14.14 EFFECTIVE DATE. These Terms and Conditions are effective as of October 2012, and will remain in effect unless modified, revoked or terminated by SD. Notwithstanding the foregoing, these Terms and Conditions will continue to govern the provision by SD and use by Customer of the Services and/or Equipment, unless otherwise amended and agreed upon in writing by the Parties.



March 6, 2014

TO: Jill J. Beckmann
 SUBJECT: GSA Quote for Inmarsat IsatPhone Pro Phone and Airtime
 REFERENCE: 20140306Karuk

COMPANY: Satcom Direct Communications, Incorporated (SDC)
ADDRESS: 1901 Hwy A1A, Satellite Beach FL 32937
POC: Alex Cumming
CONTACT TELEPHONE: 703.549.3009
EMAIL: acumming@satcomdirect.com
FACSIMILE: 703.549.3008
DUNS: 141315924
GSA : GS-35F-0221R
REMIT ADDRESS: Satcom Direct Communications, Inc., P.O. Box 372667, Satellite Beach, FL 32937

Satcom Direct Communications, Inc. is pleased to offer the following quotation

Equipment and Service	Per Unit	#Units	Total
IsatPhone Pro Satellite Phone Regular GSA Price - \$550.38 <i>Phone Kit Includes:</i> <ul style="list-style-type: none"> • Wall charger/4 adapters • Car charger-1030v, • PC-micro USB charger • Wrist strap • Wired hands-free headset • Li-Ion 3.7V battery • Quick start guide • Support CD • 1 year warranty 	\$540.00	6	\$3,240.00
Inmarsat IsatPhone Pro SIM Cards		6	\$0.00
Standard Plan – Includes 10 minutes per month¹ \$24.50 per month X 12 months = \$294.00 per year	\$294.00	6	\$1,764.00
OPTIONAL Global One Number® Monthly Service Regular GSA Price - \$6.65 Discount to \$3.50 per month X 12 months = \$42 per year	\$42.00	6	\$252.00
Activation fee – Regular GSA Price \$49.90	\$25.00	6	\$150.00
Shipping – Ground, CONUS	Included		
Total – Does not include Global One Number®	\$5,154.00		

¹10 minutes per month does not include calls to other MSS carriers. After 10 Minutes you will be billed at the rates listed below.



ISATPHONE PRO SERVICE

Monthly Airtime

Plan	Monthly Fee
Standard Plan ¹ – Includes 10 minutes per month	\$24.50
High Allowance Plan ¹ - Includes 60 minutes per month	\$44.08
Global One Number (GON) *Custom assigned number*	\$6.55

NOTE: Minimum one year contract on service plans. If the contract is terminated early, payment of the remaining balance is required. The contract enters month to month after the one year.

Monthly Airtime Rates

Airtime (Voice and Data)	Standard Plan Per Minute	High Allowance Per Minute
Calls to fixed <i>- land line</i>	\$.76	\$.76
Calls to cellphone	\$.96	\$.82
Check voicemail	\$.76	\$.71
Send/Receive SMS (per 160 characters)	\$0.40	\$0.40
Fixed/Cellphone calls to IsatPhone, using Global One Number®	\$1.16	\$1.16
Fax/Data calls to IsatPhone	N/A	N/A

Standard and High Allowance Voice Calls to Other MSS Services	Per Minute
Inmarsat B voice/fax/2.4 kbps data	\$2.37
Inmarsat M voice/fax/2.4 kbps data	\$2.07
Inmarsat mini-M voice/fax/2.4 kbps data	\$1.96
Inmarsat AERO voice	\$3.68
Inmarsat BGAN/FBB/SBB voice	\$0.76
GSPS or ISAT voice	\$1.16
Inmarsat GAN/Fleet/Swift 64 voice	\$1.86
Iridium voice	\$4.23
Globalstar voice	\$4.23
Thuraya voice	\$3.07
Other MSS carriers	\$5.19



IsatPhone Pro Prepaid Plans

Prepaid Units	Per Plan
25 Units – 30 Day Expiration	\$24.30
50 Units – 90 Day Expiration	\$48.99
100 Units – 180 Day Expiration	\$95.00
250 Units – 180 Day Expiration	\$245.00
500 Units – 1 Year Expiration	\$490.00
1,000 Units – 1 Year Expiration	\$980.00
2,500 Units – 1 Year Expiration	\$2,440.00
5,000 Units – 1 Year Expiration	\$4,850.00

Notes:

1. Only calls to cellular, land, voicemail and Inmarsat BGAN/FBB/Swift and SPS are included in the voice allowance plan.
2. Voice allocations on the monthly allowance plan do not rollover month to month.
3. Charges are the same on land or sea.

Satcom Direct Communications, Inc., with headquarters in Satellite Beach, Florida, provides organizations around the globe with easy and reliable satellite communications services via Iridium and Inmarsat networks. These global leaders in satellite communications delivery have selected us as a partner for our customized solutions, technical expertise, and unparalleled customer support. Our distinctive methodologies, processes, and professional resources focus on improving performance, increasing profitability, and reducing operational costs of satellite communications service and equipment. We offer **FREE 24/7 customer service** to support questions, assist with troubleshooting, and to provide the customer with a total solution service. Our value-added services include the *Global One Number*® 10-digit dialing, access to our *SatcomSimple*® website plus our expert 24/7 In-house technical support. Please visit our websites, www.satcomdirect.com and www.satcomstore.com.

This quote is valid for 30 days. Please feel free to contact me with any questions or concerns.

Sincerely,

Alex Cumming
GSA Program Manager
Satcom Direct Communications, Inc.

Jill Beckmann

From: Alexander Cumming <acumming@satcomdirect.com>
Sent: Thursday, March 06, 2014 3:44 PM
To: Jill Beckmann
Subject: RE: Quote Requested
Attachments: 20140306Karuk.pdf

Good evening Mrs. Beckmann,

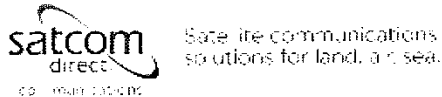
Thank you for contacting Satcom Direct Communications.

Please see the attached quote for the IsatPhone Pros and service that you have requested. I have also included a pricing line for an optional service that may help you called our Global One Number®. This feature would give all 6 of your phones a normal, US based 10 digit phone number which makes dialing the phones much easier. It also cuts down on the cost of contacting your users of the phones during an emergency as the standard Inmarsat based phone number that would be given to the phone without our Global One Number® would actually be considered international long distance. For example, if you were using your cell phone to call one of the IsatPhone Pro's, even if the person was standing right next to you, your cell phone would consider the call international and would charge a much higher rate. With our service we would be able to give each phone a number based out of our Florida office (321 area code) allowing the calls to the phones be charged at a much friendlier standard rate.

Please feel free to contact me at any time with any questions or concerns. I look forward to hearing from you.

V/r,

Alex Cumming
GSA Program Manager / Iridium Product Manager



201 N. Union St. Ste 370 | Alexandria, VA 22314
tel +1 703.549.3009 | mobile +1 571.243.6207

[Satcom Direct, Inc](#) | [Satcom Direct Communications](#) | [Satcom Direct International](#)



This email has an associated [Satcom Direct Confidentiality Clause](#).

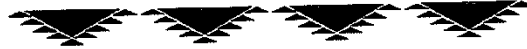
From: Jill Beckmann [<mailto:jbeckmann@karuk.us>]
Sent: Thursday, March 06, 2014 5:08 PM
Subject: Quote Requested

Hi,

We will be purchasing 6 Inmarsat IsatPhone PROs in the near future according to a grant that we were recently awarded. Could you please submit a quote for 6 IsatPhones plus 12 months of minimum service (for Emergency Use only) and any and all activation/shipping charges?

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

Karuk Tribe



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

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

Requestor: Tom Fielden Date: March 12, 2014

Dept/Program: Emergency Preparedness Funding Source: 6410-02

Check One: Small Purchase (less than \$5,000) Large Purchase (more than \$5,000)**
 Construction Contract Other:
 Independent Contractor Under \$2,000
 Independent Contractor Over \$2,000**

**Tribal Council approval is required for: all purchases exceeding \$5,000, all Agreements and all Contracts exceeding \$2,000.

Procurement Three quotes Sealed Bid Competitive Proposal

COMPARATIVE SUMMARY (Minimum of Three Required)				
Company Name	Date	Price	Contact/Phone	Indian Y/N
MacKay Communications	3/7/2014	\$ 5,808.68	919-850-3100	N
Galaxy I	3/11/2014	\$ 6,344.10	954-326-8362	N
SatCom Direct	3/6/2014	\$ 5,154.00	703-549-3009	N

Name of Selected Vendor: Sat Com Direct

Basis: Lowest Price Best Qualified Vendor
 Superior Product/Service Delivery Service Provided
 Based on Annual Price Comparisons
 Sole Source Provider (MUST Attach Detailed Justification)
 Only Qualified Local Provider Due to Geographic Disadvantage

Comments: _____

**** REQUIRED SIGNATURES ****

** By affixing your signature, you acknowledge that you have reviewed the attached documentation for presentation to Tribal Council.

<u><i>Joe Beshum</i></u>	<u>3/13/2014</u>
_____	Date
<u><i>Laura Mayton</i></u>	<u>3-15-14</u>
**Chief Financial Officer	Date
<u><i>Summi O'Hild</i></u>	<u>3-13-14</u>
**Director, Administrative Programs & Compliance	Date
_____	Date
**Director of Self Governance(MOU/MOA) or TERO (Contracts)	<u>3/27/14</u>
<u><i>Mukul Sharma</i></u>	Date
_____	_____

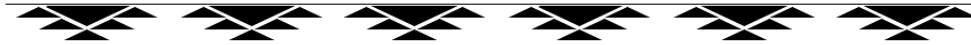
CALIFORNIA EMERGENCY MANAGEMENT AGENCY
EQUIPMENT INVENTORY

Project		Equipment Description (Quantity)	A/E #	Alt. Title	SARECOM consult	Funding Source	Discipline	Solution Area Sub-Category	Invoice Number	Vendor	ID Tag Number	Condition & Depreciation	Deployed Location	Acquired Date	Part of a Procurement over 100k	Site Source Interest	Hold Trigger	Approve Date	Estimated Cost	Amount Approved Previous	Amount This Request	Cash Request #	Remaining Subctz
A		Base (MSB-5800) (1)	04C7-01-BASE	Base, Base Awareness and Tower	Yes	SHSGP													44,747	3,000	3,000	44,747	3,000
A		Antenna and Tower (1)	04C7-01-TOWER	Antenna and Tower	Yes	SHSGP													5,325	5,325	5,325		5,325
A		Satellite phones (6)	0600-05-SATH	Phone, satellite mobile	Yes	SHSGP													6,348	6,348	6,348		6,348
A		Public notification system (1)	0469-09-ALRT	Public Notification and Warning	Yes	SHSGP													28,345	28,345	28,345		28,345
A		Priority Communications (WFS-21 and GPS-5)	0600-05-PRY	Priority Communications	Yes	SHSGP													1,779	1,779	1,779		1,779

Alterations to this document may result in delayed application approval, modification requests, or reimbursement requests. Successfulness may be affected to revise and/or re-located any altered financial information items reflected.

Kanuk Tribe

Erin Hillman
Director, KTHA
Report for Tribal Council
Month of April 2014 (4/16/2014)



Please accept my written report. Michael Thom, Charlene Naef and I are in Washington DC this week at the NAHASDA Negotiated Rulemaking meetings. Please feel free to email me with any questions that you may have.

NAHASDA Reauthorization-Legislation:

Congressman Steven Pearce (R-NM) introduced the Bill that was circulated for comments on March 28th, (HR 4329) . The Tribal Council should have received a copy of this Bill (in draft form) by email. If you did not, please email me and I will get it to you.

Bill HR-4277, introduced by Don Young (R-AK), has at least one more co-sponsor, Congressman Jared Huffman (D-CA). I have been in close contact with Mr. Huffman's staff since our Washington DC trip in February regarding our energy efficient building practices and title insurance issues. I participated in a conference call on April 14th, and went over in detail KTHA efforts to date, the 184 Loan Program, our home loan processes and eligibility requirements, construction project challenges (costs, bidding, bonding, eligible contractors), and title insurance issues (waiver of sovereign immunity). Scott and Jaclyn were invited to participate but were unavailable. We provided comments on this bill directly to Youngs office and cc'd the co-sponsors and our Congressmen.

I've included a side by side comparison of the NAIHC Discussion Draft to the Senate Bill (S 1352) and HR-4277 and HR-4329 for your information.

House Fire- Orleans

We have been cleared for demolition of the unit on Kuyraak. I have emailed the Orleans Volunteer Fire Department to see if they are interested in using the rest of the home as a training exercise for their firefighters.

Office Security Issues

We are making it a priority to train the Housing Authority staff on how to recognize and deal with Workplace Violence. Two main focuses are to educate employees on handling it in terms of other employees and from non-employees, as well as security measures we can implement, and procedures for keeping our work environment as safe as possible. Amerind, our general liability and workman's compensation carrier will be sending a representative May 29-30 in to evaluate our facilities and make recommendations on ways to make the offices more secure and to provide training.

2014 Funding-

The KTHA formula allocation has been received. Our final grant funding amount is \$1,546,163 for Current Assisted Stock and \$2,351,073 for Need, bringing the total to \$3,897,236. Our estimated funding for budgeting purposes for 2014 was \$3,699,899, an increase over the expected grant of \$197,337. I have been working on draft budget adjustments to the 2014 IHP that will incorporate this increase.

Domestic Violence Agreement-

I've circulated a first draft of an agreement between the Housing Authority and the Domestic Violence Program for the lease of the Comstock home. I am awaiting comments from April, Tanya and Ann so that

they can be incorporated into a final draft for formal review. April and Tanya have been invited to the April 28 BOC meeting to talk about the things this program will provide and how it will work.

Mandated Reporter Training-

KTTHA is hosting training on mandated reporting requirements in the Yreka office on April 30th from 9-4. Annie Smith will be presenting information on dealing with difficult individuals and TANF staff will be attending. Interested Board and Council Members are encouraged to also attend. Please send a message to me if you plan on being there so we know how many people we need to plan lunch for.

Land Purchase Agreement:

We received a request from the Tribal Self Governance Coordinator for the purchase of 12 acres if the Holm property (APN 062-061-040) in Yreka. The agreement was approved by the Board of Commissioners on April 7th.

Staff Evaluations

I have completed all but one staff evaluation for the year.

Annual Planning Session Follow Up-

The revised By Laws and Ordinance that will include language to identify the Tribal Vice Chairman as a member of the Housing Board of Commissioners is being reviewed, along with the language that was requested by the Council for clarification on jurisdiction over evictions and foreclosures (attached).

I've completed estimated budget costs for part time and full time security for Orleans. Due to recently received information from the Community meeting, we are planning on doing a survey to gather information on what the community wants. I also completed budget estimates for a Youth Program Coordinator, additional Maintenance staff and Force Account Crew benefits for consideration by the Board.

Water Tank- Yreka

Per Josh Saxon's recommendation, I sent an email to Sami Difuntorum to ask her what she recalls about the water tank installation in Yreka. She recalled it was part of the City/Tribe NAHASDA agreement, and gave me two names to research. The Indian Health Service office in Redding also researched the tank, but has no information, I expected this.

Trust Applications-

Our staff is currently in the process of evaluating our land files so that we can determine whether or not all the required elements are in our possession to compile applications for fee to trust. On April 16th we met to prioritize parcel fee to trust submission by considering tax bill amounts, buildable land, adjacency to existing trust land, construction time lines, and tribal trust application status/likelihood. Sara Spence and Ashlee King will take the next steps, checking Environmental Review documents for fee to trust language (Sara) and grant deeds, legal description, title commitments and appraisals (Ashlee). Sara and Ashlee expect to have this next step completed in May.

O Link

Our payment to Cow Creek for the 2014 O'Link Agreement has been issued. There was an issue with Fort Bidwell's payment to the Cow Creek Tribe for last year, as it had not been paid, and the other tribes were not having success at contacting Fort Bidwell. This apparently has been resolved for this year. However, Fort Bidwell may have to de-link if they are not going to fulfill their responsibilities under this agreement. We stand to lose just under \$200,000 if they continue to be out of compliance.

Katishraam Wellness Center-

The bid opening was held on April 16th. There were three bids received. None were within our approved budget, but two were much closer than the last advertisement. We will be evaluating the bid schedules by doing a side by side comparison on Monday the 21st.

KTHA Daily Operations and Managers Reports:

Ann Escobar- Assistant Director

It has been yet another busy month. We held a Elder meeting in the Happy Camp Community and it is our plan to hold these meetings in each area quarterly. I have been able to brush up on the Tenant Relations duties; tenant balances, inspections and tenant notices. Bernadette Arwood has been on maternity leave and she has welcomed the baby boy to her family. Security continues to secure the KTHA communities and is still holding the Neighborhood Watch meetings. We continue to work with other Tribal departments for the KTHA residents to help set goals to help with individual situations. This has been beneficial to our residents. We continue to work on other processes to help our residents with needs that have been identified. We have had staff meetings to help communicate and setup process for an easier work flow. Unfortunately KTHA currently has 6 evictions that we are proceeding with and they will be going thru the courts. These are for wither lease or nonpayment violations.

Sara Spence: Executive Assistant, Happy Camp

Environmental: The Yreka homes EA update is in process. The maintenance shop solar panel is complete. Two home loan reviews are nearly complete. The Kuyraak demo and reconstruction is complete awaiting THPO concurrence. There are several design components coming up for various projects, some of which will require an environmental review.

Construction: The Applegate replacement project received only one bid in the Third Round of advertising; it is over budget for the grant amount and on hold for further review. The Wellness Center is back out for a second round of bidding closing April 16; hopefully there will be under budget bids this time. The Yreka Maintenance Shop solar panel system design went out for a second round and still received no appropriate responses; quotations will be obtained through direct contact with electrical engineers. A form has been developed for requesting cultural monitors so that the process can be tracked going forward.

Administrative: Two contracts were assigned for generator routine maintenance services and for mandated reporter training. One agreement was assigned for the land sale to the Tribe. On site finance training has been confirmed for the first week of June; dates have not been set for construction and maintenance training or supervisory topics.

Human Resources: The Force Account Crew Member position description is still being finalized for approval. The Youth Activities Coordinator position description is also in the development stage. Once the BOC approves them, they will come to Council for review and approval.

Scott Nelson: Education Center, Yreka

Please see attached quarterly Education Center newsletter. Please accept this as Scotts report on his activities. In addition, interviews are being held for an on call, part time tutor to be available when Jeff McAllister is unavailable.

Brian Gonzalez: Yreka Maintenance Supervisor

Maintenance in Yreka has been staying busy with landscaping now that the weather is better. Over the last month we have focused on the elders and office area on Apsuun Rd. which includes pulling buck

brush from between homes, trimming all the trees and weed eating a 50 ft radius around the home. We also planted trees and a nice decorative flower bed in front of the office near the new slate installed by the Force Account Crew. In the Old housing area we have been mowing and weed eating all common areas and will begin to water them also in the near future. We recently filled in the playground with child safe bark and repaired the borders to ensure safety. Unit prep has been coming single unit at a time and maintenance has been completing the units within the 10 day timeframe. Also we have been sanding down and painting the post and gutters on the visible side of the units along with better landscaping for new move ins. Spigots will be changed on home renters along with 4 damaged spigots in the Old Housing.

Steve Mitchell: Happy Camp Maintenance Supervisor/Inspector

Projects currently out to bid: Yreka Wellness Center, Yreka solar roof design, Happy Camp Duplex project should be out to bid in late April, bids for the Applegate home replacement have been received and are being reviewed.

Projects currently in the planning phase: Resident center in Happy Camp, Happy Camp maintenance shop, new homes in Yreka, two home rebuilds in Orleans, Second Avenue development.

Projects currently in the construction phase: Lower Camp Creek home.

Projects waiting on Permits: Tribal HIP home replacement.

Maintenance staffs are completing work orders and annual repairs. There is currently no unit prep in either Orleans or Happy Camp. Landscaping staff are busy with mowing and related work at the offices, elders and disabled homes and other common areas. Landscape staff assists with maintenance duties as needed.

Carter Bickford: Chief Financial Officer

The compliance reporting required for the Qtr. ended 3/31/2014, have been completed and submitted, with the exception of the HUD Report SF 425, which will be completed this week.

Richard Black- Construction Manager/Force Account Crew Leader

This month we worked on answering RFI questions for the Yreka Wellness center, the bid opening is today the 16th of April 2014, we are hoping for more bids. The Engineers should have the designs completed by the end of April 2014 for the Comstock home they are currently waiting on the HVAC details. The force account crew has finished the Yreka monument slate has been installed I should have the design in the slate by May 5th 2014 we also completed the installation of the flagpole. They have also been working on the blue house removing the drywall and reinstalling new drywall as needed. I have been working on designs for the home in Orleans that burnt down in the summer of 2013; I have completed the designs and have had them approved by the home owner I will be getting them out to bid for designs. I have been making contact with three different engineers for the Yreka roof solar project.

Upcoming Scheduled Housing Authority Meetings:

Business Meeting, April 28th, Happy Camp.
Regular Tenant Meeting, May 5th at 10 am in Yreka.
Business Meeting, May 19th, Happy Camp

YOOTVA!



Karuk Tribe Housing Authority Education Center News ~ Spring, 2014

Tutoring Available For K-12 Students

The Education Center has tutoring available from 2:30 until 4:30 on a daily basis for any child residing in KTHA housing. Children can receive assistance in all areas of school work and school supplies are available as well. No appointment is necessary to take advantage of tutoring. Children are asked to stay on task and comply with adult direction when receiving tutoring. Snacks are available for KTHA children who are receiving tutoring. A special tutor is now available by appointment for students needing assistance with higher level math classes such as Algebra or Geometry.

Classes/Events At the Education Center

On Monday evenings there is a **Karuk Language class** from 6:30 until 8pm. Class can be attended on a drop-in basis and students can sign-in when they arrive. **Karuk Culture classes** with Florraine Super will be held Tuesday nights and all are welcome. Classes will be held from 5:30 until 7:00pm. Ms. Super will also be offering a **Basket Weaving class** on Thursday evenings beginning April 24th. On Monday, May 5th, there will be a **Fire Safety Event** at the Education Center at 4pm. Local fire departments will be here and will be giving talks on how to be fire safe. They will also be displaying fire trucks and other equipment. A BBQ will follow the event with hotdogs and soft drinks. **Kindles are now available** for check-out by KTHA children and adults. There are lots of great apps and books on these e-readers! Check with Chena Ariza at the Education Center for more information.

Summer Break Computer Use Policy

Children under the age of 14 will be limited to 30 minutes per day of computer use during summer break. Exceptions to this policy are granted if the child has a 2.25 GPA or higher at his or her school. If a student is under the GPA requirement, but is attending summer school, the 30 minute limit will be waived. Efforts are being made to provide transportation for KTHA students who wish to attend summer school. Parents of KTHA children will need to provide a signed **Release of Information Form** to Education Center staff to verify student performance. Forms are available at the center.

For more Karuk Education Center Information, contact Scott Nelson at
530-842-5238 ~ www.ktha.us/education

NAHASDA Reauthorization Bills: NAIHC, S. 1352, H.R. 4277 and H.R. 4329

NAIHC Discussion Draft 03/01/13	S 1352 07/24/13	HR 4277 03/18/14	HR 4329 03/26/14
<p>Sec. 101. Block Grants. Section 101 amends 25 U.S.C. 4111 to provide that if the Secretary of the Department of Housing and Urban Development (the Secretary) fails to act on a request to waive the local cooperation agreement within 30 days, it is deemed approved. Section 101 also expands current authority to access federal supply sources. For surplus federal goods and vehicle leasing opportunities.</p>	<p>S. 1352 does not include such a provision.</p>	<p>SEC. 101. Block Grants. This section amends 25 U.S.C. 4111(c) regarding local cooperation agreements, to provide that if the Secretary of the Department of Housing and Urban Development (the Secretary) fails to act on a request for a waiver of the local cooperation agreement within 60 days, it is deemed approved.</p>	<p>SEC. 101. Block Grants. This section amends 25 U.S.C. 4111(c) regarding local cooperation agreements, to provide that if the Secretary of the Department of Housing and Urban Development (the Secretary) fails to act on a request for a waiver of the local cooperation agreement within 60 days, it is deemed approved.</p>
<p>Sec. 102. Indian Housing Plans. Section 102 amends 25 U.S.C. 4112 to provide that if the Secretary fails to act on a request to waive the requirement to submit an Indian housing plan within 45 days, it is deemed approved. Section 102 also eliminates the requirement that recipients provide a “statement of needs” as a component of their Indian Housing Plans. Because recipients are no longer required</p>	<p>S. 1352 does not include such a provision.</p>	<p>SEC 102. Indian Housing Plans. Section 102 amends 25 U.S.C. 4112(a)(1)(B) to provide that if the Secretary fails to act on a request to waive the requirement to submit an Indian housing plan within 60 days, it is deemed approved.</p>	<p>SEC 102. Indian Housing Plans. Section 102 amends 25 U.S.C. 4112(a)(1)(B) to provide that if the Secretary fails to act on a request to waive the requirement to submit an Indian housing plan within 60 days, it is deemed approved.</p>

<p>to measure this information in their Annual Performance Reports, this administrative requirement serves no functional purpose.</p>			
<p>Sec. 103. Treatment of Labor Standards. Section 103 amends 25 U.S.C. 4114(b)(3) to clarify that recipients satisfy federal labor requirements when they apply tribally-adopted prevailing wage rates to projects funded with NAHASDA funds and other federal funds.</p>	<p>Section 101. Treatment of Program Income and Labor Standards includes a similar provision.</p>	<p>Section 103. Treatment of Labor Standards. Tribally-determined wages shall apply in the administration of NAHASDA projects.</p>	<p>SEC. 103. Environmental Review. Section 103 amends 25 U.S.C. 4115(d) regarding environmental compliance, directing the Secretary to waive the requirements of section 4115 if the conditions in subsections (d)(1) through (d)(4) are satisfied. Section 103 also provides that if the Secretary fails to act on a request to waive the requirements under this section, within 60 days, that request is deemed approved.</p>
<p>Sec. 104. Environmental Review. Section 104 amends 25 U.S.C. 4115 to clarify that the Secretary does not have discretion in granting waivers for compliance with the <i>National Environmental Policy Act</i> for recipients who have demonstrated compliance with all waiver criteria under section 105 of the Act and shall grant waivers for recipients who have complied with the statutory criteria. Section 104 also provides that a single environmental review carried out under NAHASDA would</p>	<p>Section 102. Environmental Review provides that compliance with the environmental review requirements of this section shall satisfy any other applicable environmental review requirement under any other Federal law.</p>	<p>Section 104. Environmental Review. Amends 25 U.S.C. 4115(d) regarding environmental compliance, directing the Secretary to waive the requirements of section 4115 if the conditions in subsections (d)(1) through (d)(4) are satisfied. Section 103 also provides that if the Secretary fails to act on a request to waive the requirements under this section, within 60 days, that request is deemed approved.</p>	<p>Section 103 also authorizes the consolidation of environmental review requirements and provides that a single environmental review carried out under NAHASDA would meet and discharge other requirements that might apply to the use of such additional federal funding sources for a given project.</p>

<p>satisfy all other applicable federal environmental review requirements.</p>			
	<p>Section 103. Reauthorization and Appropriations. Extends the authorization for appropriations for each of fiscal years 2013 through 2018.</p>		
<p>NAIHC discussion draft does not include language related to Total Development Cost (TDC).</p>	<p>Section 204. Total Cost Maximum Project Costs. Section 204 includes language to limit NAHASDA funds not to exceed 20% above the local TDC.</p>	<p>Section 105. Failure to Act on Request for Approval Regarding Exceeding TDC Maximum Costs for Project. Establishes a “deemed approved” time limit of 60 days for HUD to approve recipients’ waiver requests to exceed the 10% maximum for total development cost.</p>	<p>Section 104. Failure to Act on Request for Approval Regarding Exceeding TDC Maximum Costs for Project. Establishes a “deemed approved” time limit of 60 days for HUD to approve recipients’ waiver requests to exceed the 10% maximum for total development cost.</p>
<p>Sec. 201. National Objectives and Eligible Families. Section 201 amends 25 U.S.C. 4131(b) to make compliance with the requirements of Section 3 of the <i>Housing and Urban Development Act of 1968</i> (12 U.S.C. 1701u) voluntary, rather than mandatory, for tribes and TDHEs with respect to their administration of NAHASDA funds. This provision recognizes that Indian housing authorities do not provide assistance to the general public but rather provide such assistance to tribal</p>	<p>S. 1352 does not include a similar provision.</p>	<p>Section 201. National Objectives and Eligible Families. Amends 25 U.S.C. 4131(b) to clarify that housing plans of block grant recipients may include preferences for housing and housing assistance for tribal members and other Indian families, exempting tribes from section 3 of the Housing and Urban Development Act of 1968. Sec. 3 requires Public Housing Authorities to prioritize hiring and contracting with low income individuals. It does not prioritize the hiring of tribal companies –</p>	<p>Section 201. National Objectives and Eligible Families. Amends 25 U.S.C. 4131(b) to clarify that housing plans of block grant recipients may include preferences for housing and housing assistance for tribal members and other Indian families exempting tribes from section 3 of the Housing and Urban Development Act of 1968. Sec. 3 requires Public Housing Authorities to prioritize hiring and contracting with low income individuals. It does not prioritize the hiring of tribal companies – causing non-tribal companies often being awarded contracts.</p>

members.		causing non-tribal companies often being awarded contracts.	
Sec. 202. Eligible Affordable Housing Activities. Section 202 amends 25 U.S.C. 4132(9)(A) to provide that block grant recipients may establish reserve accounts for all affordable housing activities, rather than just for administration and planning purposes.	S. 1352 does not include a similar provision.	Section 202. Eligible Affordable Housing Activities. Amends 25 U.S.C. 4132(9)(A) to provide that block grant recipients may use reserve accounts for all affordable housing activities, rather than just for administration and planning purposes.	Section 202. Eligible Affordable Housing Activities. Amends 25 U.S.C. 4132(9)(A) to provide that block grant recipients may use reserve accounts for all affordable housing activities, rather than just for administration and planning purposes.
Sec. 203. Program Requirements. Section 203 amends 25 U.S.C. 4133 to clarify that the Act’s minimum rent requirement does not apply if a block grant recipient has a written policy governing rents or homebuyer payments charged for housing units, and such policy includes a provision governing maximum rents or homebuyer payments. Section 203 also provides that section 504 of the <i>Rehabilitation Act of 1973</i> does not apply if the block grant recipient has in place one or more laws requiring the protection of the right of persons with disabilities.	S. 1352 does not include such a provision.	Section 203. Program Requirements. Amends 25 U.S.C. 4133 to clarify that the Act’s minimum rent requirement does not apply if a tribe has a written policy governing rents or homebuyer payments charged for housing units, and such policy includes a provision governing maximum rents or homebuyer payments.	Section 203. Program Requirements. Amends 25 U.S.C. 4133 to clarify that the Act’s minimum rent requirement does not apply if a tribe has a written policy governing rents or homebuyer payments charged for housing units, and such policy includes a provision governing maximum rents or homebuyer payments.
Sec. 204. Low-income Requirement and Income Targeting. Section 204 amends 25 U.S.C. 4135 by adding a new	Section 201. Low-Income Requirement and Income Targeting. S. 1352 includes a similar provision and limits the	Section 204. Low-Income Requirement and Income Targeting. Section 204 amends 25 U.S.C. 4135 to add paragraph (E)	Section 204. Low-Income Requirement and Income Targeting Section 204 amends 25 U.S.C. 4135 adds paragraph (E) to clarify that

<p>paragraph (E) to clarify that housing may still be considered “affordable” in cases where a low-income family rents the unit at the outset of the tenancy, and thereafter converts to homebuyer or lease-to-purchase status. This section also requires the Secretary to issue a regulation defining the phrase “binding commitments for the remaining useful life of the property.” Last, section 204 amends subsection (c) clarifying that the binding commitments language does not apply in cases where there are improvements made to privately-owned homes, which improvements cost less than \$40,000.</p>	<p>“binding commitment” for improvement costs to \$10,000.</p>	<p>to clarify that housing may still be considered “affordable” in cases where a low-income family rents the unit at the outset of the tenancy, and thereafter converts to homebuyer or lease-to-purchase status.</p> <p>This section also requires the Secretary to issue regulations governing the phrase “binding commitments for the remaining useful life of the property.” Finally, section 204 amends subsection (c) clarifying that binding commitments language does not apply to privately-owned homes when improvements made are less than 10% of the area’s maximum TDC.</p>	<p>housing may still be considered “affordable” in cases where a low-income family rents the unit at the outset of the tenancy, and thereafter converts to homebuyer or lease-to-purchase status.</p> <p>This section also requires the Secretary to issue regulations governing the phrase “binding commitments for the remaining useful life of the property.” Finally, section 204 amends subsection (c) clarifying that binding commitments language does not apply to privately-owned homes when improvements made are less than 10% of the area’s maximum TDC.</p>
<p>Sec. 205. Lease Requirements and Tenant Selection. Section 205 amends 25 U.S.C. 4137 by adding a new subsection (c) to clarify that, in cases where rental housing is assisted in part with NAHASDA funds and in part with other federal funds, the owner or manager of the housing shall only utilize leases that require a specific notice period prior to the termination of the lease.</p>	<p>Section 202 Lease Requirements and Tenant Selection. Section 202 is a similar provision.</p>	<p>Section 205. Lease Requirements and Tenant Selection. The House bill includes a similar provision.</p>	<p>Section 205. Lease Requirements and Tenant Selection. The House bill includes a similar provision.</p>

<p>Sec. 206. Repeal of Program for Self-Determined Housing Activities for Tribal Communities. Section 206 repeals subtitle B regarding “self-determined housing activities.”</p>	<p>Section 203. Self-Determined Housing Activities. S. 1352 includes a similar provision.</p>	<p>H.R. 4277 does not include a similar provision.</p>	<p>H.R. 4329 does not include a similar provision.</p>
<p>Sec. 207. Tribal Coordination of Agency Funding. Section 207 authorizes Indian tribes to use funds appropriated to the Indian Health Service to construct sanitation facilities for housing assisted with HUD funds.</p>	<p>S. 1352 does not include a similar provision.</p>	<p>Section 206. Tribal Coordination of Agency Funding. H.R. 4277 includes a similar provision.</p>	<p>Section 206. Tribal Coordination of Agency Funding. H.R. includes a similar provision.</p>
<p>Sec. 301. Authorization of Appropriations. Extends the authorization for appropriations for each of fiscal years 2013 through 2018.</p>	<p>Section 301 Reports to Congress. Section 301 requires reports provided to Senate Committee on Indian Affairs and Banking, Housing and Urban Affairs and the House Committee on Financial Services be publicly available, including to recipients.</p>	<p>Section 301. Authorization of Appropriations. Section 301 includes an authorization of appropriations of \$650,000 for each of fiscal years 2014-2019.</p>	<p>Section 301. Authorization of Appropriations of Section 301 includes an authorization of appropriations amount of \$650,000 for each of fiscal years 2014-2019.</p>
<p>TITLE IV – COMPLIANCE, AUDITS AND REPORTS</p>			
<p>Sec. 401. Remedies for Non-compliance. Section 401 amends 25 U.S.C. 4161(a) to clarify that the Secretary may impose one of the listed remedies for non-compliance only after notice and an opportunity for a hearing. This</p>	<p>S. 1352 does not include a similar provision.</p>	<p>H.R. 4277 does not include a similar provision.</p>	<p>H.R. 4329 does not include a similar provision.</p>

<p>section also clarifies that “limiting the availability of payments” includes any action to limit, restrict or condition the release of the funds to the recipient. Section 401 also restricts to a three-year period any remedial action taken by the Secretary under this authority. Section 401 also amends 25 U.S.C. 4161 by adding a new subsection preventing the Secretary from imposing remedies for non-compliance upon a recipient if more than three years have elapsed since the most recent act of substantial non-compliance. Finally, Section 401 amends 25 U.S.C 4161 by adding a new subsection clarifying that any grant amounts recaptured or withheld by the Secretary shall be reallocated to other eligible recipients through the Indian Housing Block Grant allocation formula.</p>			
	<p>Sec. 401 Demonstration of Rental Assistance for Homeless or At-Risk Indian Veterans. Section 401 amends the Act to allow the Secretary of HUD to work in conjunction with Veterans Affairs to all</p>		

	Tribes to access up to 5% of the program for at risk Indian Veterans.		
Sec. 402. Review and Audit by the Secretary. Section 402 amends 25 U.S.C. 4165 to provide that if, 60 days after receiving comments on a draft report, the Secretary fails to issue a final report, the draft findings shall be deemed to be closed. This section also amends subsection (d) to clarify that, after reviewing required reports and audits, grant amounts already expended on affordable housing activities may not be recaptured or deducted from future assistance provided other than pursuant to section 401 of the Act, involving remedies for non-compliance.	S. 1352 does not include a similar provision.		Section 401. Review and Audit by Secretary. Section 401 amends 25 U.S.C. 4165(c) to direct the Secretary to provide tribes with a timely response to their justifications for inadequacies and insufficiencies highlighted by the agency.
Sec. 403. Reports to Congress. Section 407 amends 25 U.S.C. 4167(a), to require the Secretary to provide copies of the required annual report (on progress made in accomplishing the objectives of the Act, and a summary of the use of the Act’s funds) to each tribe and recipient in addition to the Congress.	S. 1352 does not include a similar provision.	Section 402: Reports to Congress. Section 401 amends 25 U.S.C. 4167 (a), to require the Secretary to provide copies of the required annual report (on progress made in accomplishing the objectives of the Act, and a summary of the use of the Act’s funds) to each tribe and recipient in addition to the Congress.	Section 402: Reports to Congress. Section 402 amends 25 U.S.C. 4167 (a), to require the Secretary to provide copies of the required annual report (on progress made in accomplishing the objectives of the Act, and a summary of the use of the Act’s funds) to each tribe and recipient in addition to the Congress.

<p>Sec. 501. Eligibility for New Commitments for New Rental Assistance. Section 501 amends 25 U.S.C. 4182 and reinstates eligibility for housing assistance under Section 8 of the <i>Housing Act of 1937</i> to any Indian housing authority or tribally-designated housing entity.</p>	<p>The Senate bill does not include a similar provision.</p>	<p>Section 501: HUD-Veterans Affairs Supportive Housing Program for Native American Veterans. Section 501 authorizes HUD to establish a rental assistance program for Native American Veterans modeled on the HUD–Veterans Affairs Supportive Housing (HUD-VASH) program. This section authorizes a .1% set aside (approximately \$18 million) for this program.</p>	<p>Section 501: HUD-Veterans Affairs Supportive Housing Program for Native American Veterans. Section 501 authorizes HUD to establish a rental assistance program for Native American Veterans modeled on the HUD–Veterans Affairs Supportive Housing (HUD-VASH) program. This section authorizes a .1% set aside (approximately \$18 million) for this program.</p>
	<p>Sec. 501 Community Based Organizations and Tribally Designated Housing Entities. This section clarifies that a tribally-designated housing entity shall qualify as a community-based development organization for purposes of the Indian Community Development Block Grant program authorized under the Housing and Community Development Act of 1974.</p>		
<p>Sec. 502. Eligibility for YouthBuild Program Assistance. Section 502 amends 25 U.S.C. 4183 and reinstates eligibility for housing assistance under the <i>YouthBuild Program</i>.</p>	<p>S. 1352 does not include a similar provision.</p>	<p>Sec. 502. Public and Assisted Drug Elimination Program. This section reinstates eligibility for housing assistance under the YouthBuild Program.</p>	<p>H.R. 4329 does not include a similar provision.</p>

<p>Sec. 503. Public and Assisted Housing Drug Elimination Act of 1990. Section 503 amends the <i>Public and Assisted Housing Drug Elimination Act of 1990</i> to provide that the Act’s funding may be used for physical clean-up and remediation of structures rendered unfit for human habitation or other use due to the previous conduct of methamphetamine-related activities in such structures.</p>	<p>S. 1352 does not include a similar provision.</p>	<p>H.R. 4277 does not include a similar provision.</p>	<p>H.R. 4329 does not include a similar provision.</p>
<p>Sec. 504. 50-Year Leasehold Interest in Trust or Restricted Lands for Housing Purposes. <i>The Helping Expedite and Advance Responsible Tribal Home Ownership Act</i>, enacted in 2012, authorizes Indian tribes to enter leases of their trust or restricted surface lands for residential purposes for terms not to exceed 75 years. Subsection (b) of 25 U.S.C. 4211 authorizes leases for housing development or residential purposes for terms not to exceed 50 years, creating the need to clarify that tribes may use either source of authority for housing-related land leasing decisions.</p>	<p>Section 402. 50-Year Leasehold Interest in Trust or Restricted Lands for Housing Purposes. This section provides the same clarification in regards to leasing statutes.</p>	<p>Section 503: 50-Year Leasehold Interest in Trust or Restricted Lands for Housing Purposes. H.R. 4277 includes a similar provision.</p>	<p>Section 502: 50-Year Leasehold Interest in Trust or Restricted Lands for Housing Purposes. H.R. 4329 includes a similar provision.</p>

<p>Sec. 505. Training and Technical Assistance. Section 505 authorizes training and technical assistance for each of fiscal years 2013 to 2018.</p>	<p>Section 403. Training and Technical Assistance. Section 403 authorizes training and technical assistance in every fiscal year in which block grant funding is provided.</p>	<p>Section 504: Training and Technical Assistance. Section 504 authorizes the Secretary to use the funds as may be necessary.</p>	<p>Section 503: Training and Technical Assistance. Section 503 authorizes the Secretary to use the funds as may be necessary.</p>
		<p>Section 505: Loan Guarantees for Indian Housing. Section 505 authorizes the section 184 home loan guarantee programs.</p>	<p>Section 504: Loan Guarantees for Indian Housing. Section 504 authorizes the section 184 home loan guarantee programs.</p>
		<p>Section 506. Loan Guarantees for Hawaiian Homes. Section 506 reauthorizes loan guarantees for FY 2015 to FY 2019.</p>	<p>H.R. 4329 does not include a similar provision.</p>
<p>Sec. 601. Repeal on Limitation on Use for Cherokee Nation. Section 601 repeals 25 U.S.C. 801, which conditioned housing assistance to the Cherokee Nation to legal contingencies involving a membership dispute between the Cherokee Nation and the Cherokee Freedmen.</p>	<p>Sec. 502. Elimination on Use for Cherokee Nation. S. 1352 includes a similar provision.</p>	<p>H.R. 4277 section on Cherokee Freedman is below at Section 604.</p>	<p>Section 602: Limitation on the use of Funds for Cherokee Nation. Section 602 provides for the status quo and keeps the Cherokee limitation exemption in place – in line with the US District Court’s injunction.</p>
<p>Sec. 602. Reauthorization of the Native Hawaiian Homeownership Act. Section 602 amends 25 U.S.C. 4243 to reauthorize the <i>Native Hawaiian Homeownership Act</i> for fiscal years 2014 through 2018.</p>	<p>Section 503. Reauthorization of Native Hawaiian Home-Ownership Act Section 503 reauthorizes the Native Hawaiian Homeownership Act for fiscal years 2014 through 2018.</p>	<p>Section 601. Reauthorization of the Native Hawaiian Homeownership Act. This provision reauthorizes <i>Native Hawaiian Homeownership Act</i> for fiscal years 2015 through 2019.</p>	<p>H.R. 4329 does not include a provision to reauthorize the Native Hawaiian Home-Ownership Act.</p>

<p>Sec. 603. Native Preference at HUD Office of Native American Programs. Subsection (a) of Section 603 recounts the long history of Indian preference policies at the Bureau of Indian Affairs and Indian Health Service. Subsection (b) directs the Office of Native American Programs to develop and implement a policy that provides for Indian preference in opportunities for employment, vacancies, training and promotion.</p>	<p>S. 1352 does not include a similar provision.</p>	<p>Section 602. Native Hiring and Appointment within HUD Office of Native American Programs. Section 602 directs the Office of Native American Programs to develop and implement a policy that provides for Indian preference for positions that involve the administration of functions or services to American Indian, Alaska Natives or Native Hawaiians.</p>	<p>H.R. 4329 does not include a similar provision.</p>
<p>Sec. 604. Indian Lands Title Report Commission. Section 604 amends the <i>American Homeownership and Economic Opportunity Act of 2000</i> by eliminating the requirement that appropriations be provided before the Indian Lands Title Report Commission may become operational.</p>	<p>S. 1352 does not include a similar provision.</p>	<p>H.R. 4277 includes a similar provision.</p>	<p>H.R. 4329 includes a similar provision.</p>
<p>Sec. 605. Notification Regarding Undisbursed Block Grant Amounts. Section 605 amends 25 U.S.C. 4163 by adding a new subsection (d), to require that for amounts undisbursed by a recipient for more than 3 years, the Secretary</p>	<p>S. 1352 does not include a similar provision.</p>	<p>Section 604 Section Limitation on the use of Funds for Cherokee Nation. Amends the current code to represent the case in US District Court, rather than tribal court. This language provides for a status quo and keeps the Cherokee limitation exemption in place – in</p>	

<p>must (1) notify in writing the tribe or TDHE of the undisbursed funds; and (2) require the recipient to notify the Secretary in writing of the reasons for the non-disbursement of the funds. Section 605 also requires the Comptroller General to annually submit a report setting forth all such notifications by the Secretary, copies of all responses by recipients, together with analyses and recommendations by the Comptroller General.</p>		<p>line with the US District Courts injunction.</p>	
<p>Sec. 606. Clerical Amendment. Section 606 provides a clerical amendment to the table of contents.</p>	<p>S. 1352 does not include a similar provision.</p>	<p>H.R. 4277 includes a similar provision at Section 605.</p>	<p>H.R. 4329 includes a similar provision at Section 604.</p>
<p>The NAIHC discussion draft does not include a similar provision to H.R. 4329 Demonstration Program.</p>	<p>S. 1352 does not included a similar provision to H.R. 4329 Demonstration Program.</p>	<p>H.R. 4277 does not include a similar provision to H.R. 4329 Demonstration Program.</p>	<p>Section 701: Demonstration Program. This section creates a new Title within NAHASDA authorizing the creation of a demonstration project on greater tribal self-determination and private investment when meeting housing needs.</p> <p>Sec. 901: Authority. Authorizes additional authority to tribes who participate in the demonstration project. Additionally, this section largely exempts tribes who participate from other non-related provisions of</p>

			<p>the legislation.</p> <p>Sec. 902: Participating Tribes. Sets forth eligibility for the program, including a cooperative agreement between the participating tribe and HUD.</p> <p>Sec. 903: Request for Quotes and Selection of Investor Partners. Sets for the process for which the tribe must show due-diligence in selection of an investor group. Included in these steps is an assessment of the housing need on participating tribes land.</p> <p>Sec. 904: Final Plan. Under the demonstration program, participating tribes shall be required to provide HUD with a completed proposal for construction of housing needs on tribal land, known as a 'Final Plan.' This section sets for the requirements of what must be included within that plan, as well as what requirements shall be made of the investor partnering with the tribe.</p> <p>Sec. 905: HUD Review and Approval of Plan. Sets forth the review and approval process HUD must follow when communicating with participating tribes. Requires HUD to provide detailed information to tribes who have had their 'Final Plans' denied or altered.</p> <p>Sec. 906: Treatment of NAHASDA Allocation. Prescribes that allocations</p>
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			<p>made to tribes in the demonstration program shall be reserved for use in housing infrastructure, administrative expenses, and equity for private investment.</p> <p>Sec. 907: Resale of Affordable Housing. Authorizes participating tribes to resell any affordable housing developed under this act, so long the tribe is meeting its affordable housing need, as well as the ability to meet future affordable housing need.</p> <p>Sec. 908: Reports, Audits, and Compliance. Requires tribes and HUD provide annual reports on the progress of the demonstration project. Additionally, this section requires HUD to conduct random audits of participating tribes.</p> <p>Sec. 909: Termination of Tribal Participation. Allows tribes to exit the demonstration project at any time. While tribes may leave at any time, they are responsible for obligations agreed to with investors under the demonstration project.</p> <p>Sec. 910: Expiration of Authority. The Demonstration program is only authorized for 5 years.</p> <p>Sec. 911: Final Report. 5-years after the enactment of this act the Secretary shall provide a final report to Congress on the demonstration program.</p>
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			Sec. 912: Definitions. Sec. 913: Regulations and Guidelines.
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**Karuk Tribe Housing Authority
Board of Commissioners
Closed Session Director Meeting Minutes
March 17, 2014, 10am, Happy Camp**

The meeting was called to order at 10:11am by Scott Quinn, Chairman.

Roll Call

Present

Scott Quinn, Chairman
Charlene Naef, Secretary
Elsa Goodwin, Treasurer
Dolores Voyles, Member

Absent

Arch Super, Vice Chairman
Kristin Aubrey, Member
Michael Thom, Member

Quorum is established.

The prayer was provided by Scott Quinn.

The mission statement was read aloud by Dolores Voyles.

Approval of the Agenda for March 17, 2014

Elsa Goodwin moved and Charlene Naef seconded to approve the Agenda for March 17, 2014. 4 yes, 0 no, 0 abstain. Motion carried.

Approval of the Minutes for March 3, 2014

Dolores Voyles moved and Charlene Naef seconded to approve the Minutes for March 3, 2014. 4 yes, 0 no, 0 abstain. Motion carried.

1) Old Business

Ashlee brought in the Emergency Housing waiting list so they could revisit the ranking for the FEMA unit. Applicant #1 has located an alternate home and will be seeking voucher assistance, Applicant #2 is not interested in the home since they want to remain in Orleans, and Applicant #3 requires additional information regarding eligibility for assistance. They will revisit this later in the meeting after additional information is available.

2) Tribal Council Liaison

Elsa states that she has spoke to Council regarding security requests, they will be forwarded to Erin and Ann in the future. She also spoke to them regarding Cultural Monitors and they have addressed the issues. There are additional requirements for monitors who work in Housing communities regarding criminal history that have to be monitored. Elsa would like to be copied on emails requesting monitors in the future. Erin will have Sara prepare a memo regarding the most recent monitoring matter.

3) Thank You Letter

A thank you letter from Sean Berry was included in the packets thanking them for student rent voucher assistance during his attendance at college. He is very appreciative.

4) Previous Tenant and TARS Reports

The reports were tabled as they were not ready for review.

5) Carter Bickford

The month end close for February is in process. The audit is complete, they should receive the final report in a couple of weeks; there are several adjustments to be made to finalize that. The new signature cards have been completed. Carter will be setting Erin and Michael up for direct deposit authorization passwords also. Once the audited financials are done the 425 report can be amended and resubmitted to HUD.

Carter reviewed the financial reports with the Board, until all of the transactions are in the same system the information will have to be pulled from two separate systems which have different charts of accounts.

There was an inquiry on the MEPA account which reflects a zero balance, he will check on that. There was also a question about utilities and a large variance from 2013 to 2014 which he will check on.

They would like the purchase orders to show the project code on them for tracking and would like the payroll check stubs to have the same information as the previous software, including annual leave usage.

Charlene Naef moved and Elsa Goodwin seconded to approve Carter Bickford's report. 4 yes, 0 no, 0 abstain. Motion carried.

6) Erin Hillman

Erin reviewed her report with the Board.

The draft of the Force Account Crew Member position was included for review and approval so that Council approval can be obtained. There was discussion regarding the driver's license requirement; additional research will be done on this, the position description was tabled until then.

There was discussion regarding the salary range and if that range is to set a starting rate or if they specify a maximum rate that employee will earn. Erin will do some research on this.

Randy needs to have a key issued to the bathrooms in Orleans so he can access them for patrols. Steve can get him one.

Erin will be contacting Amanda Ross at AMERIND regarding security training.

The Board would like to do a poll of the Orleans residents to determine if they would like to have security patrols in that community on weekends.

The Board would like to see safety tips distributed to the tenants on a recurring basis reminding them of fireplace safety issues such as putting ashes in metal pails, away from the home, stacking firewood away from the home, etc. This could be at a tenant meeting or during their annual inspections.

They inquired about the insurance coverage amounts and if they are reported correctly based on AMERIND's 80% method. The values are listed at 80% allowing for 100% coverage in the event of a full loss. Coverage is based on the reported inventory value using a per square foot calculator based on regions, not the actual cost to rebuild. These amounts were all updated last year.

The Board would like Steve to research the 635 Jacobs Way address and verify if that is correct.

The Board would like Steve to inspect the solar unit on the Kuyraak home to determine if it is salvageable.

Consensus: To select option number 3 for the Comstock Home rehabilitation project.

Charlene Naef moved and Dolores Voyles seconded to approve Erin's Hillman's report. 4 yes, 0 no, 0 abstain.

Staff will meet with DG to discuss Home Loan options further as well as consult attorney for options that are available when there is a couple purchasing a home together.

Charlene Naef moved and Dolores Voyles seconded to approve \$100,000 for Home Loan #7321. 3 yes, 1 no (Elsa Goodwin), 0 abstain. Motion passed.

Charlene Naef moved and Dolores Voyles seconded to approve \$140,000 for Home Loan #0390 at 3% interest for the 80-100% eligibility level. 3 yes, 1 no (Elsa Goodwin), 0 abstain. Motion passed.

They would like to ensure that home inspections are required in the home loan policy. There was also discussion regarding title to transfers to a non-indian spouse and if that is allowable. They would like to explore higher interest for the 80-100% loans based on where they fall in that scale (ex; 81%=2.10%, 82%=2.20%, 83%=2.30%, etc.).

Charlene Naef moved and Dolores Voyles seconded to deny emergency voucher request from RM until income verification is received.

The policy needs to be reviewed for vouchers and prohibiting individuals without income from being eligible since Housing only covers rent (or a portion of the rent) and there are still utility costs that must be paid to keep the unit in good standing.

Waiting list placement for PB was tabled to April for further research and review.

Request for travel to HIP conference was denied and referred back to the Tribe since KTHA has not decided if they will assume administering that program.

They would like to look into stickers for the Housing vehicles, Erin will do some research.

The AMERIND Institute is scheduled for April 22-23, 2014 in Santa Ana Pueblo, NM. Charlene and Elsa would like to attend, they will reserve two rooms and confirm attendees at the next meeting.

At the next meeting they will discuss who will attend the NAIHC Annual Meeting which is scheduled for June 3-5, 2014 in Kansas City, MO.

Next Meeting Date: April 7, 2014 at 10am in Orleans.

The meeting adjourned at 3:20pm.

Submitted by,

Charlene Naef, Secretary

Notes, Erin Hillman / Charlene Naef

Monthly Updates:

Emergency Preparedness

I continue to stay up to date on the drought situation. Montage has already implemented water restrictions. As of April 13, the statewide snow pack indicates a snow water content of 28%. There will be issues that come up as we get into the drier summer months. There are a lot of resources available such as bottled water, rental assistance, etc, so we just need to know each individual's needs. When things start to pick up we may need to designate a staff member to coordinate with individuals on requesting assistance. Perhaps a collaborative effort between Public Health, LIAP, and Emergency Preparedness would be effective.

Bureau of Indian Affairs

I am still waiting to hear back from the BIA regarding Attorney Fee assistance for the Prop 84/IRWM Funding guidelines that have made it difficult for us to utilize the funding. At first the BIA agent was sure that we had our own legal counsel, and that perhaps we hadn't done enough through the use of the Chairman to seek assistance. I wish it wasn't always such a struggle to get assistance through the BIA, but it seems they want to be a last resort of service.

We still haven't received a response on the letter regarding clarification for the Fire Crew. Myself and Buster will call Amy Dutschke once we get clarification on what has already been committed to us for the Fire Crew this year.

This is the year that we renew our Multi-Year Funding Agreement. I will be working with Laura Mayton and our Self-Governance Compact Negotiator in the next month to get this process underway.

Compact

On April 1st we had our group meeting with the City of Yreka. Things went well for the most part, except for the annual payment to the General Fund demand without an explanation of an impact that we are mitigating. On April 8th the Chairman and I attended to Informational Hearing. The hearing went very well and there were no major issues or questions regarding the compact. As you are aware we have a recent development with a Union. We hope to be able to come to a fair and reasonable agreement such as 25%/75% union to non-union ratio. On April 21st we have a meeting with the County to discuss the Intergovernmental Agreement.

I have been gathering Tribal Gaming Policies that we need to have in place for the compact. In the near future we will need to get drafts of these and finalize them. I think it would be good to contract with a local Tribal Gaming Commissioner to be sure we have a clear and streamlined process for licensing Key Employees and other critical processes.

Housing

Erin requested attendance at a conference call regarding title insurance; however, I was unable to attend. At the Tribe we have difficulty getting Title Insurance in a timely manner due to a variety of issues such as sovereign immunity, high costs of development and land, and jurisdictional issues. Although we do not complete a lot of transactions that require Title Insurance, when we do the delays are costly including not getting land into trust status for several years. We are going to keep researching the issue to try to solve some of the issues.

KRAB

On April 4th we had our monthly KRAB Meeting. The meeting was very productive, as we had not had a full group meeting in a few months. We clarified the need to update our THPO Plan due to changes over the past year. Additionally we highlighted the need to keep requirements of the KRAB—such as Section 106 Consultation—separate from the other items that are frequently added to the agenda so Julie isn't burdened with things that are not her primary responsibility. We will delegate action items accordingly. One of the major topics was the upcoming River Closures. Scott has developed a preliminary map. We changed the regular meeting date from the first Tuesday to the First Wednesday so that I can attend the Northern California Tribal Chairman's Meetings when necessary.

Other

Marcia Herd, Counsel to the Director of the Office of Tribal Justice, is still trying to find us some assistance. She is reaching out to Olin Jones so perhaps he will have an update for us next week. We will be having meeting regarding law enforcement and public safety prior to the Council Meeting on April 24th. Hopefully we will develop some short and long term solutions to public safety issues.

We were able to reschedule the Bi-Annual Forest Service Summit Meeting for May 14th at 10 a.m. in Happy Camp. If you have topics for discussion please send those to me. I know we will be discussing the Scott River water rights issue. Tyrone Kelley is leaving the Six Rivers and Merv George Jr. is returning from his detail on the Lassen. He will be the Deputy Forest Supervisor still and we will have to see who they choose as the new Forest Supervisor for the Six Rivers.

On April 30th there is a Consultation Session in Redding regarding the recent Consultation Policies for the California Department of Fish and Wildlife, and the California Department of Energy.

Contract Compliance Specialist
Report to Tribal Council
April 24th, 2014



Action Items:

None

Compliance-

Most of my time has been processing/reviewing proposals, contracts, agreements and RFP's and filing. I am going to start sending contract/agreement expiration dates to requestor's calendars so they will be reminded when a contract/agreement expires. This will help eliminate contractors working on expired contracts/agreements.

We had the site walk through with LACO Associates on Friday 4/4/14 for the RV Park Feasibility Study and all information they requested has been sent to them. A draft report will be provided to the Tribe on or before 5/30/14.

The Karuk Tribe's site visit with CSD has been confirmed for 6/3/14-6/5/14. One of these days will be spent with the Hoopa Tribe for our pass-through. I am putting together an agenda for the three days for CSD's review.

I am currently looking into the next eligible HIP Program participant on the Tribe's list. A site visit has been tentatively rescheduled for the week of 4/21/14-4/25/14 to take pictures and to get the I H S application filled out. I am waiting for information from BIA concerning the deed of the property. Fred Burcell will be working with me on this project.

I will be participating in the Fiscal Training in Yreka, Happy Camp and Orleans. Yreka is scheduled for Friday 4/18/14, Happy Camp 4/21/14 and Orleans 4/29/14. I will present how to fill out the appropriate forms for proposals, contracts, agreements, and MOU's and how they are processed, the procedures on how to submit an RFP, and the Procurement process.

Reports:

No reports this month

New Contract /Grant Review (April 17th, 2014):

BOR Modification 003	\$160,000	E. Johnson/C. Tucker
BOR Modification 004	\$500,000	E. Johnson/C. Tucker
Kaavichvaans Project	\$52,660	L. Hillman

Vendor Contracts Reviewed (March 20th, 2014):

14-C-055 Ann McBroom	\$100	L. Hillman - VOID
14-C-056 Paula McCarthy	\$100	L. Hillman
14-C-057 Nancy Bailey	\$100	L. Hillman

14-C-058 Geena Talley	\$100	L. Hillman
14-C-059 Max Creasy	\$100	L. Hillman
14-C-060 Kisters	\$25000	C. Robinson
14-C-061 Heiland Snapp	\$10/HR	A. Bryant
14-C-062 Snosky, Chambers...	\$20000	S. Tripp
14-C-063 Martha Enmke	\$12/HR	A. Bryant
14-C-064 Quartz Valley	\$7000	A. Attebury
14-C-065 Stephani Marquar	\$12/HR	A. Bryant
14-C-066 Nell Sakota	\$2350	J. Burcell
14-C-067 Susan Raaper	\$12/HR	A. Bryant

RFP/IFB Reviewed and Posted (March 20th, 2014):

14-RFP-013 Enrollment Birthday Postcards	R. Attebery	Extended: 4/14/14
14-RFP-015 Youth Camp Cook	L. Hillman	Extended: 4/22/14
14-RFP-016 Youth Practitioner	L. Hillman	Closed 4/14/14
14-RFP-017 Spring Basketweavers	J. Burcell	Closed 4/8/14
14-RFP-018 Youth Supervisors	L. Hillman	Pulled off website until further notice
14-RFP-019 Orleans Signal	J. Beckmann	Closes 4/28/14
14-RFP-020 Base Station Radio	J. Beckmann	Closes 4/28/14

Agreements /MOU's/Policies Reviewed and Edited (March 20th, 2014):

14-A-044 Karuk Tribe/KTHA	\$0	E. Cutright
14-A-045 Karuk Tribe/KCDC Americorp	\$20000	V. Long
14-A-046 Siskiyou County Clerk/KT	\$0	B. Snider
14-A-047 Dougherty/Karuk Tribe	\$35 MIL	L. Mayton
14-A-048 Karuk Tribe/KTHA	\$24144	J. Goodwin
14-A-049 Clinic Pharmacy	\$0	L. Aubrey
14-A-050 Verizon Wireless	\$65420	E. Cutright
14-A-051 Satcom Direct	\$2166	J. Beckmann

Awards:

TANF: \$302,954 Administration for Children and Families
 Title IV: \$22,960 Department of Health and Human Services
 Title IV: \$4,120 Department of Health and Human Services
 Title IV: \$82,330 Department of Health and Human Services

Trainings:

HIP Program Training Jackson, CA 3/25/14-3/27/14

Meetings Attended:

- KTHA Construction Meeting
- TERO Meeting
- Management Team Meeting
- DOT review-Orleans Parking Lot
- Kahtishraam Wellness Center Bid Opening

Karuk Tribe
Council Report from Laura Mayton
Meeting Date: April 24, 2014

ACTION ITEMS

I do not have any action items at this time.

VACATION

I will be on vacation the week of April 21st to April 25th, so I will not be at the Council meeting. We are trying to schedule an IGA meeting with the City of Yreka during that week. If a meeting is scheduled, I will make sure that I am available to attend.

If you need to reach me while I am out of the office, my cell phone number is (530) 598-0191.

KCDC FISCAL YEAR 2013 AUDIT

According to our auditor, Kathy Arata-Ward, KCDC's audit has been submitted for review and KTHA is close to being submitted. Once the review of KCDC and KTHA are complete, Kathy will send a draft of the Tribe's financial statements to me. Laura Olivas and I will review the statements, and I will prepare the Management Discussion and Analysis to be included in the audit. This should only take a day or two. I am hoping to have the final audit by the end of May at the latest.

KCDC FISCAL YEAR 2014 INDIRECT COST PROPOSAL

As soon as the fiscal year 2013 audit is complete, I will have the information needed to complete the Tribe's fiscal year 2015 indirect cost proposal, and the cycle will continue. As part of the fiscal year 2015 indirect cost proposal, the actual fiscal year 2013 indirect cost rate must be reconciled to the audit.

CASINO PROJECT

Many hours are being spent on the Casino project as we work toward getting our Compact ratified, completing IGAs with the City of Yreka and the County, negotiating an agreement with the Unions, and securing financing. All of these tasks have proven to be difficult.

COMPLIANCE

Many grants, contracts, and agreements have been reviewed. Progress is being made, but additional work needs to be done to make sure that all financial and programmatic reports are submitted on time.

We are having a lot of difficulty getting reimbursed for our Broadband Project expenditures. Eric and Tamara are working with the funding agency on this, but to date we have not received any reimbursement for the funds that we have expended.

TRAINING CALANDAR

Fiscal, Compliance, Human Resources, and Information Technology trainings are scheduled for the following dates and locations:

Friday April 18, 2014 – Yreka
Monday April 21, 2014 – Happy Camp
Tuesday April 29, 2014 – Orleans
Monday July 21, 2014 – Yreka

Following the above trainings, additional trainings will be held quarterly. The locations of the trainings will rotate between Happy Camp, Orleans and Yreka.

Hopefully this training will help new employees learn our processes and will serve as a refresher for employees who have been employed by the Tribe for a long time.

TERO Department Report – April 2014

Workforce Protection Act

The TERO Commission met to work on cross referencing the Personnel Policies with the WPA and has gained ground on the work at hand. With our review we see areas that require discussion with the Council. I would like to request a meeting between the TERO Commission and the Council to review the work and agree on an implementation schedule. Our timing is important due to the casino approval process and other factors. I would like to schedule 3 to 4 hours (a morning or afternoon) towards the end of May or soon thereafter.

Respectfully request a meeting date for the Council and TERO Commission

TERO Commission Representation

This month a Yreka representative TERO Commission seat is up for renewal. This would be Red Hockaday's position. We are currently advertising the four year seat and the vacancy from Orleans with letters of intent submission deadline being May 12 at 5 pm.

Four/Five Tribes TERO Meeting

The Hoopa, Yurok, Smith River, Bear River and Karuk TERO's have been in discussion regarding holding a meeting to keep each other updated on local events. We will be meeting in Hoopa on April 25th. Below is a draft of our agenda for our meeting.

1. PG&E contracts on tribal land, TERO orientation needed – unified front from Northern CA Tribes
2. PNW Region – Updates
3. Caltrans – Updates
4. Consolidated Indian Owned Business list
5. Joint Training opportunities
6. Tribal updates – What is going on in your part of Indian Country?
7. Other

Summer Youth Workers

TERO has not yet looked into our ability to hire summer youth workers this year but the plan was to augment the summer food program with youth workers. I will report at the May Council meeting our intentions.

ACF -Tribal Consultation, June 15-20, 2014

The Yav Pa Anav forum would like to send a delegation to the ACF Consultation and training in Washington DC, June 15-20, 2014. We would like five staff members approved, Lester Alford, April Attebury, Dion Wood and two others from the Yav Pa Anav group. If approved we would also need a resolution authorizing Lester, April and myself to provide testimony as this will be the same week as the Tribal Council retreat and no Council members will be able to go to DC that week. Travel would be paid out of program budgets.

Respectfully request out of state travel approval for 5 Yav Pa Anav staff members to go to the ACF Tribal Consultation and training the week of June 15 – 20 in Washington DC.

CHILD CARE

Child Care National

Since the CCDBG/CCDF reauthorization bill was passed in the Senate the House has held some information gathering hearings. The National Indian Child Care Association (NICCA) is on standby for our campaign to rally tribes and tribal ccdf administrators to call their House Representative to vote in favor of CCDF reauthorization. NICCA is holding conference calls with consultants to formulate a strategy when the time comes for the House to vote.

We received notice of our third quarter grant award for our child care funding. We will receive our final allocation in the next quarter we are told.

The Feds are holding “Best Practices for Health and Safety” meetings, one for tribal programs that operate child care centers (in San Francisco) one for tribes that administer vouchers or certificates only (in Kansas City) and one for tribes who administer both centers and vouchers. We offer vouchers only but I do not feel it is prudent to travel to Kansas for this so I have requested the meeting materials be sent to me. As I have stated many times in the past, the relationship from ACF to Tribes has and is deteriorating sadly and we will be having new regulations and mandates coming into play this fall. We could also be subject to site visits similar to what Head Start goes through.

Child Care State

I attended the Tribal Child Care Association of California (TCCAC) meeting at the CRIHB offices in Sacramento. We are developing a tribal quality rating system that is coming to completion this year. We also met with the state department of education who administers the state CCDF funding and had a good dialog and discussed Tribes partnering with the State for the Early Head Start/Child Care partnership initiative that is coming out soon. It is new territory for the state to offer a partnership of this kind so there is progress in our work with the state. Our next meeting is in Sacramento again in early May.

Child Care Local

We are planning for the Math and Science Camp for July 21 – Aug 2nd in Happy Camp and the week of July 28 for Yreka. We are excited about this year's program and I will be making contracts with our current tribal tutors in Happy Camp to be the Math Science instructors. We would really like to be able to have this at our tribal gym if at all possible meaning that we would book it for the two week period at the end of July.

We are planning for the Summer Food Program for Yreka and Happy Camp. We have a lot of challenges for the Orleans community and it looks as if the Food Security grant program will serve free lunches to the Orleans community.

Respectfully Submitted,

Dion Wood, TERO/Child Care

April 9, 2014 Newsletter

ED/OM Report:

Board,

Recent Developments:

HCCC: Victoria has her report to present. I hosted two HUD consultants last week that were here to evaluate the RIF grant. They turned out to be really great guys and I really enjoyed their company. I took them to both of our computer centers and tried to emphasize how important these are to the community at large. They promised to keep me informed about their visits across the country and to pass along any information that they thought would be helpful. I think they are in our corner.

Amkuuf: I have been able to obtain an on-call sales clerk for the smoke shop by hiring the second choice at Dolores Davis' interview. This process enables us to get someone on board quickly and avoid the lengthy hiring process. She started training on April 3rd and is by all accounts doing a very good job. As I mentioned in my last report I have had the camera review installed on my computer and now I have the POS system installed and I can do X-outs. I also will have inventory control set up by the end of the week and only one employee will have access via password. Dolores Davis is the new lead and is doing a very good job so far. My suspicions that she was the most suitable for the position have proved correct. This month we donated snacks to the Scott Nelson's drug awareness program at the Yreka Resource Center and this has helped Scott get kids in the door to listen to this valuable message. It cost us about \$50 a month and is the best investment we can make. I have also trained at sales at Amkuuf just in case of an emergency.

Naa Vura Yeeshiip: At the last meeting I reported that we had made an agreement with Child and Family Services to share a new LCSW so that we could complete our Naa Vura Yeeshiip application. As I mentioned last meeting this applicant turned out NOT to be a LCSW and this caused some distress between Child and Family Services and us. I did some inquiries and found out that he does have a Master's in counseling and is in fact a Licensed Professional Clinical Counselor (LPCC). I inquired with Claire Wembley Brown as to whether this licensure would be acceptable under the grant and after some research she has allowed the hire under LPCC licensing. I was about to go ahead with the hire when Child and Family Services informed us that they would not provide the LCSW licensure supervision that the applicant required as a condition of hire. I have been in contact with Claire Wembley Brown and just today she has informed us that there are funds available within the grant to fulfill this requirement. We are currently amending the budget narrative to accomplish this.

Head Start: Patty is finishing her report as of this afternoon and will present tonight. We have issues to discuss at closed and I will discuss my findings regarding the situation.

I have a travel request as I mentioned in my email. At the last meeting Marsha mentioned that we might explore CEDS development and this is something that I have wanted to pursue. Buster emailed me a link to the Affiliated Tribes of the Northwest Business and Economic Summit in Warm Springs Oregon. I have wanted to network with other tribal economic developers and as I said in my email this would be a good way to get started on CEDS development. I have asked for permission to attend this event.

Fire Crew: Perhaps Bill could fill us in on their activities but I do have some thoughts on this as well.



The Happy Camp Community Computer Center has been a great asset to tax filers who have utilized our volunteer free tax assistance service. Not only have we successfully facilitated 2013 taxes, we have also assisted in the preparation and filing of back taxes. We have 2 appointments scheduled for next week on the 9th, but we anticipate getting more requests as filing day approaches.

The director has been in contact with College of the Siskiyous in making sure the classes offered next fall will be of maximum benefit to students who need particular classes to complete their degree by the year's end.

The director and the literacy/technology assistant attended the LYLA (Live your Language Alliance) conference at H.S.U. the weekend of March 20th. Please see the attached report. Bari Talley, coordinator of Orleans Computer Center attended Day I of the conference, and took notes for the language meeting on Thursday.

The LSTA project has taken us to Seiad Valley, where we had a kickoff event on March 26th. We introduced the students to our project, and we read to them a couple of stories. The first story, Moon Bear's Pet, was read out loud to the group; the second story, Moon and his 3 wives, was viewed digitally on the tablets--first in English, and next in Karuk. We made magnets to help reinforce the Karuk words they were taught: Moon (ikarámkuusra) and Bear (vírusur); We also printed a large poster with the images on the magnets blown up. In addition to giving out magnets, the students were given coloring sheets featuring a bear and a moon and how to say it in Karuk. They used crayons to color the pictures, and their pictures were then hung around the moon/bear poster that was displayed in the hallway.



I next visited Seiad on 4/4 for an hour. The students were divided into two groups, the first of which was younger kids who came first for a story time featuring a tale tricky coyote and then learning games on the iPad. To reinforce the Karuk words they were taught the week prior, we discussed those words on a recall level; I then taught them a new(ish) word in a song. Last week, they learned moon (ikxaramkuusra). I explained that the word for moon translates to 'night sun.' By explaining the construction of moon (night + sun) and taking the last ½ of the word moon, we were able to learn 'sun'. I reinforced the vocabulary by using the song, 'You are my Sunshine,' but instead of singing sunshine, we sang "You are my Kuusra." The second group consisted of older students who began to explore the iPads according to their interest in the specified stations. The iPads were separated into different learning stations: Story Creation, Fashion Design, Construction, Music, Learning Games, and Comic Books. My next visit I will teach them the word River, and reinforce Moon—to the tune of Moon River.

On April 2, I met with the staff at HC Elementary to introduce the LSTA project, and I demonstrated (thanks to the training at HCOE) ways of using technology, specifically a few apps, to manage classrooms, gradebooks, parent communication and also to help with the common core transition. I also showed a few of the apps and programs that we have added to our iPads, and I let them know that we were here to support their educational efforts. I will be meeting with the staff of HCHS next on April 25th for a teacher collaborator's meeting. On 4/5, Orleans had their Aak Utkirihti kickoff event.

We will be visiting the Head Start in Happy Camp on Monday, April 21st at 9:30. We had a community outreach event scheduled for the 26th of April, but we've since rescheduled our library event from the 26th of April to the 3rd of May. On the 3rd of May, we will host a digital & print book scavenger hunt at the Happy Camp Library. We are planning to grill hotdogs and/or burgers in hopes of attracting families to join the fun. The LSTA team meets 4/7 at 10:30 for a progress and sharing meeting.

Since last report, the HCCCC has signed up 2 new computer center users. We have 2- 1:1 computer the week of April 7. I have assisted one gentleman in learning how to operate his smart phone. The HCCCC has assisted 2 people in resume updates and job searches.

It is our hope that the HCCCC will stay open and will be chosen to facilitate and deliver the layout and printing of the Karuk Tribal Newsletter. If we prove ourselves as competent and exceed the expectations of the Tribe, then it shall put us in a great position to negotiate printing materials for the hotel & casino.

One of hopes for the HCCCC is for it to be more than just a computer center, but a place where all types of learning takes place—language learning, service learning, crafting and music classes, discussion forums, parenting classes—in addition to the computer and workforce development activities already in place. Were a person to access to these offerings, our objective would be that they learn a new skill, gain knowledge to improve

their lives, or pursue a new interest that they could then share with others or parlay it into an economic venture.

The HCCCC is busy preparing for the CTE fair, Wednesday May 7th from 11-4. Although we have had a decent response, more letters will be sent out in an effort to recruit more folks to participate.

The RIF quarterly report is due at the end of April, and I am working on it.

Attached is my report and synopsis of the conference:

The LYLA (Live Your Language Alliance) conference was held at HSU on March 21-23. Paullii Beck and I attended the entire conference, and Bari Talley was able to attend Day 1. Not only did we make beneficial contacts, we participated in workshops that featured innovative techniques for language acquisition, retention, and revival. We also visited the Karuk Archives housed within the NWICD room at HSU. Paullii was of great assistance to the archivist. She helped to identify tribal members in photographs who were, until then, pictured but unnamed in a Karuk photo album they housed. We have been invited to come back for the purpose of making digital copies of audio recordings currently housed in the archives.

In addition to learning more about the Karuk Language, we attended other native language workshops. We made sandwiches speaking Tolowa, learned to fight and defend speaking Yurok, practiced Tai Chi in the Hupa language, and we sang and shared in Karuk. We also took part in an intense and energetic Spanish language learning workshop which served to demonstrate as a way to motivate language learners.

A workshop was held on the progress and development of a Tribal College within the state of California, There are 37 tribal colleges and universities serving more than 27,000 Native Americans in 14 states in the US and Canada, yet there are no functioning tribal colleges in California. Over the past 15 years, college enrollment among Native populations has dropped dramatically. The California Tribal College will promote greater access to higher education opportunities while striving to renew, teach and preserve tribal culture, history, policy and language. The Karuk Tribe, along with 45 others, has signed a resolution in support of its development. Marilyn Delgado, cultural resources director at Yocha Dehe Wintun Nation, gave us a progress report and set forth the steps and regulations that are

mandated for the project to move forward. Among those are: Attaching the California Tribal College to a WASC (Western Association of Schools & Conferences) accredited 4-year university until it graduates its first class (a 4 year process). Ms. Delgado mentioned CSU San Marcos near San Diego as a possibility. To begin, some course offerings will be online or hybridized, but their goal is to have two brick and mortar schools within the state. The CTC is looking into endowments as a way to fund the building of a campus. It will most likely be located near the Sacramento area. It is the hope of the California Tribal College to have an online certificate program available by the fall of 2014 in the area of Tribal Leadership & Governance. The CTC is seeking tribal delegates from supporting tribes, and I think it would be advantageous for the Karuk Tribe to send the Tribe's Education Director or a council member to participate in discussions and serve on the California Tribal College Leadership Council.



Respectfully Submitted, Victoria Hays

KCDC CHIEF FINANCE OFFICER REPORT

BOARD MEETING OF 4/9/2014

I apologize for not being here to submit this to you, but am doing my last minute prep for vacation tomorrow. Thank you for approving that. It is much needed. I am the grandmother to a beautiful 9.48 pound baby boy named Brantlei Martin Miller and am very excited about getting to meet him.

Although it seems like I spend a lot of time spinning my wheels, the Fiscal Department has been extremely busy. While the audit is behind us, we did have another interruption this last week with some issues with the Accounts Payables: the audit team was not able to tie out to some of our balances and, therefore, we had to do some more spreadsheets explaining every single item that was in those accounts. While typical, it took up 2 more days. I have heard nothing more, so believe we are out of the woods! Now that the audit is over, hopefully we can work on more of the intricate parts of this position such as figuring out the Fire Accounts and where everything has been accounted for in the past and bring it forward in a clearer manner so we are all on the same page.

I have managed to work on some of the Grants and we have some funding available to draw down and some that I have requested to draw down.:

HUD RIF: \$55,521,59

NVYS: \$72,015.00

Orleans Cultural Fuels: \$12,202.17

HighGlade Fire: working on invoicing; waiting for a response to a question I had of Julie White, BIA.

Butler Fire: received a phone call today; see below. Will re invoice when I return

I believe that there should be funding coming from the NRCS Contract here in Happy Camp as well, but have not touched base with Bill to know what has taken place at this time. From the file, it appears that once the project is complete, it is reviewed by a Forester, then some paperwork is submitted to the Tribal Chairman and once that is agreed upon and signed, we should receive funding. At this time, it looks like we have coming to us for 2013, \$14,802.00.

I am currently working on closing the 2013 Head Start Grant.

Submitted budget modifications and requested changes to Narratives to Claire Brown at NVYS. Waiting response to see if we are funded.

I will leaving on travel on May 11, 2014 and returning on May 16th, which puts me out of the office all week. The training is extremely important to my position here as it teach me how to correctly do the fire invoicing to the BIA etc. I want to thank the board for this opportunity.

I received a phone call from Josh Simmons, Regional Fire Management Officer with the BIA and he found some issues with my invoicing for the Butler Fire. While they are small issues, it will delay the receipt of our funding. I am so sorry for this, and can only hope that the S260 and S261 training that I will be receiving will assist in preventing these oversights in the future. I am working on the corrections today and have advised Linda what needs to be done during my absence. I will be resubmitting the invoice upon my return. We will be receiving a letter detailing the errors. ☹️

Heard back from Claire Brown of NVYS this afternoon. She discussed some more issues with the grant docs. Charles will discuss with you.

Shanne Milt

Monthly Managers PROGRESS REPORT

Name of Department/Entity: Sovereign Nation Civilian Community Corps
Planning Specialist: Viola Long
Month and Year: March 2014
Number of Employees: 1 staff (FTE)

Program Budget Status Report from 9/1/2013 through 01/06/2014

Total Approved Grant Budget:	\$73,156.00
Total Expenditures:	\$ 2,714.86
Total Ending Balance:	\$ 55,297.53
Waiting for the up-dated Balance	

Goals & Objectives:

⇒ Service (Planning) will be completed in one of the five areas: environment, public safety, unmet human needs, disaster response/recovery and **Education and Economic Opportunity**.

1. Parry's & Marble Mountain Gift Shop – job shadowing
2. Big Foot Deli – job shadowing
3. USFS
 - a. Blazing fire trails
 - b. Cleaning up campgrounds
 - c. Thinning
4. Café or eating establishment
5. AmeriCorps FoodCorps
 - a. Fruit stand & farmer's market
 - b. Local foods products
6. Local artisan's gift shop
7. Manufacture furniture
8. Utilize small diameter materials – barns, modular
9. Tourism
10. Wilderness backpacking
 - a. Guide services
 - b. Rafting, kayaking
 - c. Lodging facilities
 - d. Mt. Biking
 - e. Hiking/backpacking
 - f. Travelers hostel
11. Raising animals
12. Christmas trees
13. Wood cutting
 - a. Services for elders & disabled people
 - b. Stockpile wood and water in Orleans
14. Bookkeeping
15. Tax services
16. Heavy Equipment
17. Farming Ranching
18. Carpentry
19. Green building
20. Engine Repair
21. Auto Services

Have you met your goals and objective? If not why? Yes, we now have housing for the AmeriCorps Program for the corps member at Oak Knoll.

Current Projects & Deadlines:

Financial Report due on 4/30/2014 for reporting dates 10/1/2013-3/31/2014 to egreats, and CNCS, Deanna Miller.

Challenges:

Don't have any challenges at this time ☺

Strengths

STAKEHOLDERS

In-Kind Contributors

1. Mid Klamath Watershed Council
2. Sierra Rescue
3. Lou Moerner – NCIDC
4. Red Cross Eureka
5. Rod Johnson – Orleans - EMT
6. CYCC – N.M.
7. NOAA – Troy-Eureka, CA
8. Rhoby Cook (Klamath Trinity Resource Conservation District)
9. Suscol Intertribal Council
10. USFS Orleans – Nolan Colegrove
11. Big Foot Deli-Happy Camp, CA
12. U.I.H.S. Redding – Food Handlers + more – Charles Craig
13. Yurok Tribe – Peggy Gohns – Trainings
14. Maggie Steel – Training (GONA)
15. Cal-Trans Adopt-a-Highway
16. HSU-Arcata, CA
17. Carpenters Union-Fairfield, CA
18. WCPI-Portland, OR
19. Financial Resource Center-Trainings-Arcata, CA
20. Elk Creek Campground-Happy Camp, CA
21. Cal-Fresh
- 22. JEDI**
- 23. Six River Solar**
- 24. Happy Camp Computer Center**
- 25. KCLF**

Other Stakeholders

1. Jackie Dyer
2. John Bird
3. BLM – Oregon – money maker – clean ups, trails, mushrooms, etc...
4. Skip & Kate Lowry

The Grantee, Karuk Sovereign Nation Civilian Community Corps- (Viola Long-KCDC) has started writing on *the NOFO grant due on April 30, 2014 by 2:00pm pacific standard time*. The CNCS has changed all Tribal Grantee to have their grants done every year from now on starting April 30, 2014. We are now going from planning grant to a new competing grant.

As we wait after grant is put into egrants on April 30, 2014, I will be continuing to work on forms, remove fire hazards from around the Oak Knoll Building for fire safety. Also, on April 15, 2014, Dan, Bud, and Vi will be meeting together to look at the septic tank, plumbing, and pipes. Crystal Robinson or one of her crew members from Somes Bars Work Center will be going to Oak Knoll to do a water quality test for me on April 14, 2014.

Administrative Office-Happy Camp Center
632 Jacobs Way, Happy Camp, California 92639
530-493-1490 fax: 530-493-1491
Yreka Center – 1320 Yellowhammer, Yreka, California 96097
530-842-9225 fax: 530-841-5153

Annual Report

2012-2013

Grantee # 90CI0179-000

Approved by Policy Council –**March 4, 2014**

Approved by KCDC Board – **March 11, 2014**

Approved by Tribal Council –

PROJECT DESCRIPTION

The Karuk Head Start is a federally funded program serving eligible young children (3 years old by October 2) and their families. The program is designed to promote and enhance children's social emotional, physical, and cognitive development through developmentally appropriate activities to meet their individual needs. We provide information about child development, school readiness, culturally appropriate learning experiences and personal growth opportunities for the family. Our goal is to work in partnership with families to share in decision making, goal setting, child development, school readiness, and to support personal goals for successful and positive outcomes.

SERVICE AREA

The Karuk Tribe Head Start program provides services to children and families in Happy Camp, Yreka, and surrounding areas.

PROGRAM PARTICIPANTS (data taken from 2012-2013 PIR- total participants during program year)

- Head start remains at full enrollment with 60 children in 2 centers, predominantly Native American. (all enrollment figures for the year show 39 Native American, American, 2 Black, African American, 1 Asian, and 1 Multi-Racial)
- Vacancies were promptly filled.
- 76% enrolled children and families income eligible
- 10% Over income
- 10% exceeded the allowed over income and enrollment
- 26% 3 year olds
- 81% 4 year olds
- 5 Foster children

PROGRAM SERVICES (To promote and provide appropriate referrals and resources)

- Family Partnerships-Beginning with the first home visit or contact, ongoing support is provided in all areas of the program.

- Transportation Services
 - 49 children received transportation services
- Health Services
 - 62 (100%) children with ongoing accessible health care
 - 41 (68%) children receiving medical services through Indian Health Services
 - 663 (100%) children up to date on immunizations
- Dental Screenings
 - 5%) children received preventative care-11 needing treatment with 9 receiving treatment.
- Disabilities
 - 4 children have an Individualized Education Program (IEP) 3 in prior enrollment year and 3 and received special education services through the LEA. (Local Education Agency)
- Mental Health Screenings (MH)
 - 100% of children completed routine screenings, using the ESI-P assessment, with 1 child requiring follow up with the MH professional providing an individual mental health assessment.
- Assessment-ongoing and research based
 - Desired Results Developmental Profile-Revised
- Curriculum
 - Creative Curriculum
 - Preschool Learning Foundations and Frameworks
 - Growing Up Wild

PROGRAM HIGHLIGHTS

- **Facilitated First Pre-Service for all staff held in Yreka, September 3-4**
 - **Professional Boundaries, Blood borne pathogens, MSDS, Playground Safety, School Readiness, Family Engagement, Emergency Preparedness**
- **Western Garden Grant for Happy Camp**
- **Community Partnerships, Collaboration, and Participation**
- **Visit from our OHS Program Specialist-Patricia Banks**
 - Karuk Tribe CCDF (Child Care Development Fund)
 - YavPaAanav
 - Local Planning Council
 - In partnership with First 5 Siskiyou, supported CARES stipends for teachers completing ECE college coursework classes
 - Sponsored professional growth training opportunities
 - Sponsored the annual Provider Dinner for early childhood educators and family childcare providers
 - Siskiyou Child Care Council
 - Sponsored professional growth training opportunities
 - Siskiyou Public Health
 - Provided tooth brushes and paste for both centers

- Attended NFP (Nurse Family Partnerships)
- Head Start Health Advisory Committee
 - Worked together with Karuk Indian Health Services to identify needs and services.
- Happy Camp and Yreka Family/Community Resource Centers
- NIHSDA-National Indian Head Start Director's Association –President Elect
- ACF-CCDF-attended QRIS-Quality Rating Instrument System Development meetings
- California Head Start State Collaboration Office
 - Director was selected to be a representative on the board
- College of the Siskiyous ECE Advisory Board
- Siskiyou Early Childhood Team (SECT)
 - Part of the MDT (Multiple Disciplinary Team) to identify at risk families and provide referrals to appropriate agencies
- Siskiyou Dental Task Force
 - Work to identify dental needs for young children and families and secure additional support through collaborations with other agencies.

STAFF TRAINING

- **CLASS Teacher Assessment Training**
- **Childhood Trauma**
- **Play: Mind, Body, and Soul**
- **March 19-21, 2013 School Readiness Summit training-FHI360 (Grande Ronde)**
- **Handwriting without Tears training-November 2-3, 2012**
- **NACFC-Native American children and Family Conference in Albuquerque, NM March 19-21, 2013. A staff member from each center attended, as well as the director.**
- **What You Need to Lead-Emotional Intelligence-Holly Elyssa Bruno- April 27, 2013**
- **Bruce Perry, Trauma and Brain Development May 9-10-2013**
- **Bridges Out of Poverty training**

FAMILY INVOLVEMENT

Both centers encouraged family participation in the program through the following events.

- Family Fun Days and Activities
- Parent Orientation
- Parent Education-Health Night-HC, Yreka Science Night- Yreka, Art in the Park-Yreka
- Literacy Activities
- Fatherhood/Male Involvement Conference and Activities
- Parent Meetings
- Classroom Volunteers
- Policy Council
- Program Governance Training
- CHRIB-Dental Health –Yreka
- Kindergarten Roundup

- Kindergarten Transitions with Local elementary schools.

AUDIT FINDINGS

There are no findings for Head Start in the 2012 -2013 audit.

RESULTS AND BENEFITS

The results of the program highlights added focus to the children and additional day of kindergarten and school readiness for all four year olds enrolled in the program with 160 service days. We provided staff and parent training and education to better understand and meet the needs of children.

BUDGET EXPENDITURES -2012-2013

		Sequestration Budget
Annual Funding	\$503,260	\$491,691
T/TA	<u>\$ 11,522</u>	<u>\$11,522</u>
Total Funding	\$514,782	\$503,213.00
Western Family Garden Grant		\$1,000.00 (Discretionary-Happy Camp)
In-Kind	\$125,803.25 (NFS match –Non Federal Share) -parent volunteers, specialists, etc.)	
In- Kind	\$149,209.22 (actual with collaborations from State Agencies)	

In-Kind-actual contributions

- Parent/Volunteer \$149,209.22
- First 5 Siskiyou \$74,000.00
- Siskiyou Child Care Council \$28,000.00
- Siskiyou County Local Childcare Planning Council \$1,620.00

Actual in-kind Total	\$252,769.22
Credit Card Expenses	\$25,790.05 (Program Operations)

School Readiness and Office of Head Start Child Outcomes

The Karuk Head Start utilizes the CDE/CDD Desired Results Developmental Profile-PS 2010 assessment tool.

The DRDP-PS2010 is aligned with the California Preschool Learning Foundations, kindergarten content standards, and the Head Start Child Outcomes. The DRDP documents the level of development on a continuum separately for each individual child. This allows the teacher to individualize the instruction, and used as a guideline and frame of reference to understanding the child’s strengths, ability, and general planning to support learning and development.

There are 4 desired results for children

- **DR:1 Children are personally and socially competent.**
- **DR:2 Children are effective learners.**
- **DR:3 Children show physical and motor competence.**
- **DR:4 Children are safe and Healthy**

There are seven domains representing crucial areas of learning and development for children and within each domain, are measures which focus on a specific competency. Each measure is assessed to determine where the child is on continuum of the developmental spectrum.

The developmental areas are: Exploring, Developing, Building, Integrating, (Emerging), and Unable to rate. Each domain, identified in the colored header, include several measures to identify specific areas of competency. The rating is established on consistency in the area of observation over time and in multiple areas.

The assessment methods include but not limited to: authentic observation, anecdotal notes, work samples, performance understanding (connecting concepts by showing), pictures, and portfolio work.

Self and Social Development-12 measures

Language and Literacy Development-10 measures

Cognitive Development-5 measures

Math Development-6 measures

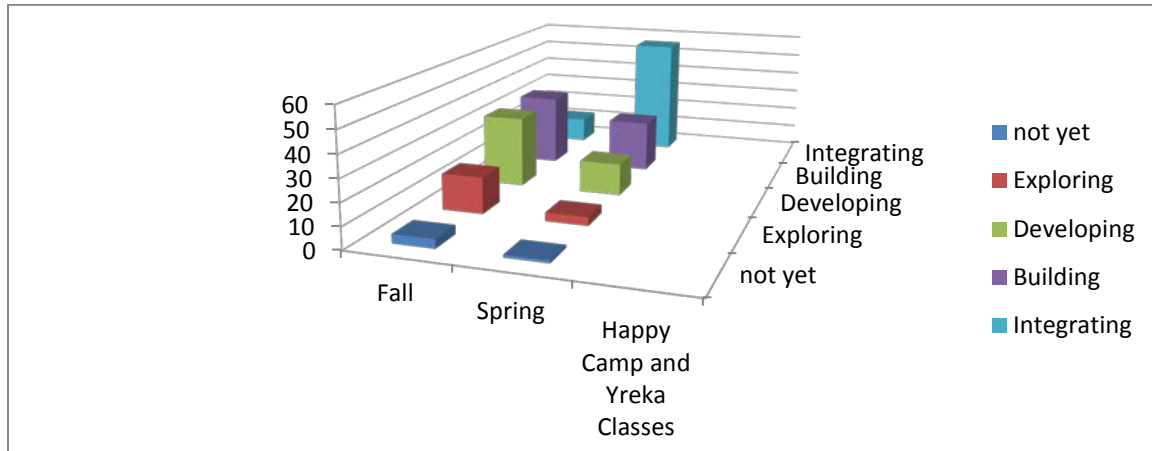
Physical Development-3 measures

Health Development-3 measures.

The results of Fall 2012 (benchmark) and Spring 2013 (Final) Assessments for 3 and 4 year old children at the Happy Camp and Yreka Centers are based on an average of the combined measures.

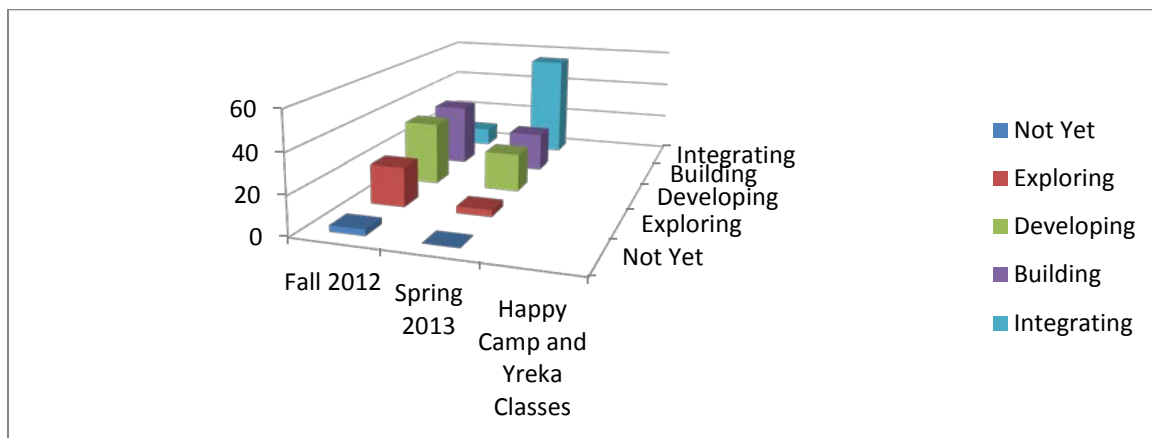
Domain: Self and Social Development

Measures: Identity of Self, Recognition of own skills and accomplishments, Expressions of empathy, Impulse control, Taking turns, Awareness of diversity in self and others, Relationships with adults, cooperative play with peers, Socio-dramatic play, Friendships with peers, Conflict negotiation, Shared use of space and materials.



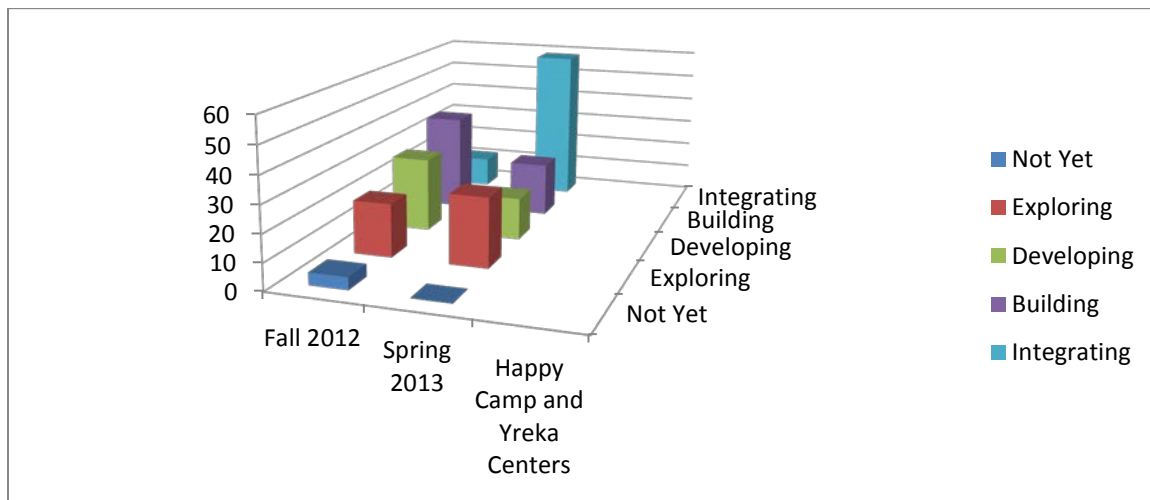
Domain: Language and Literacy Development

Measures: Comprehension of meaning, Following increasingly complex instructions, Expression of self through language, Language in conversation, Interest in literacy, comprehension of age-appropriate text presented by adults, Concepts about print, Phonological awareness, Letter and word Knowledge, Emergent writing



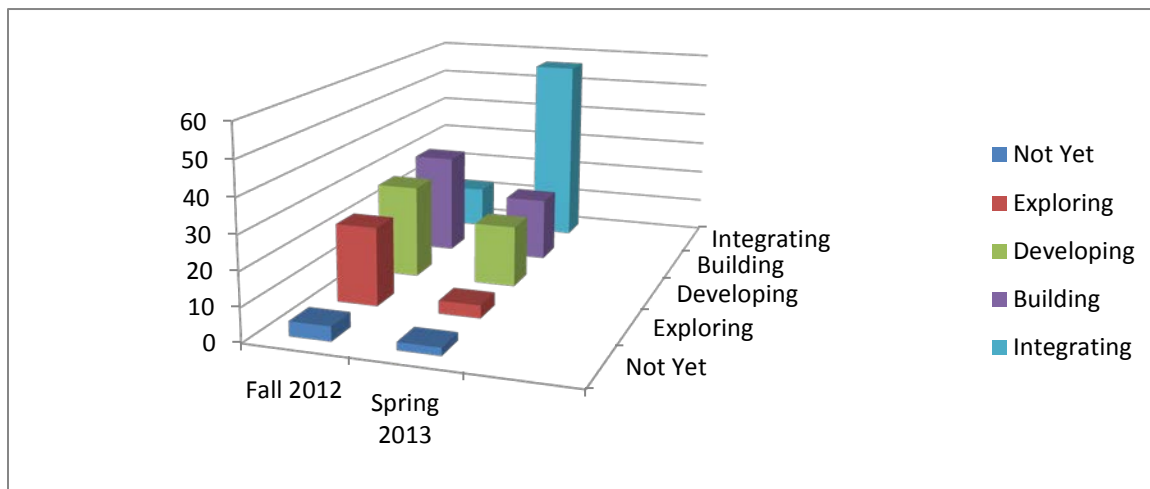
Domain: Cognitive Development

Measures: Cause and effect, Problem solving, Memory and knowledge, Curiosity and initiative, Engagement and persistence.



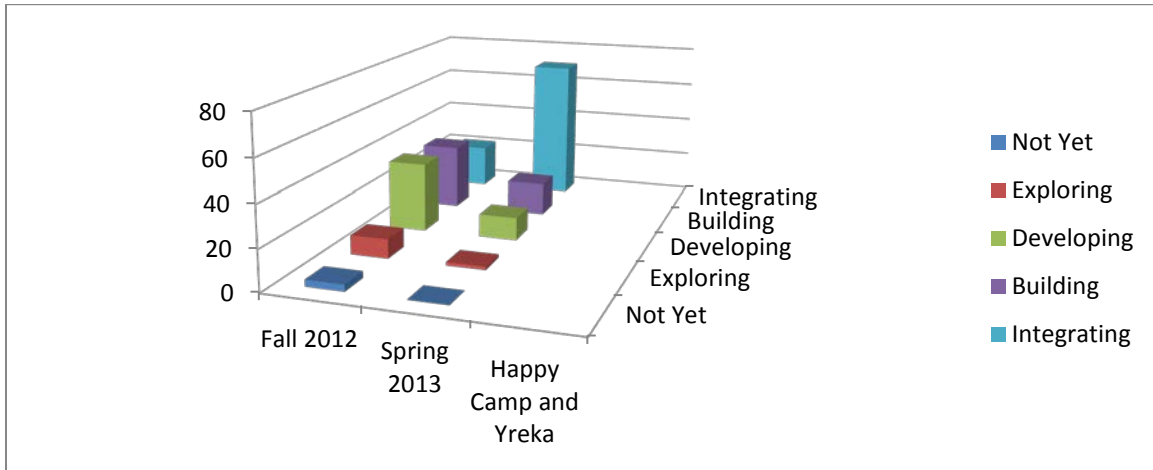
Domain: Mathematical Development

Measures: Number sense of quantity and counting, Number sense of mathematical operations, Classification, Measurement, Shapes, Patterning.



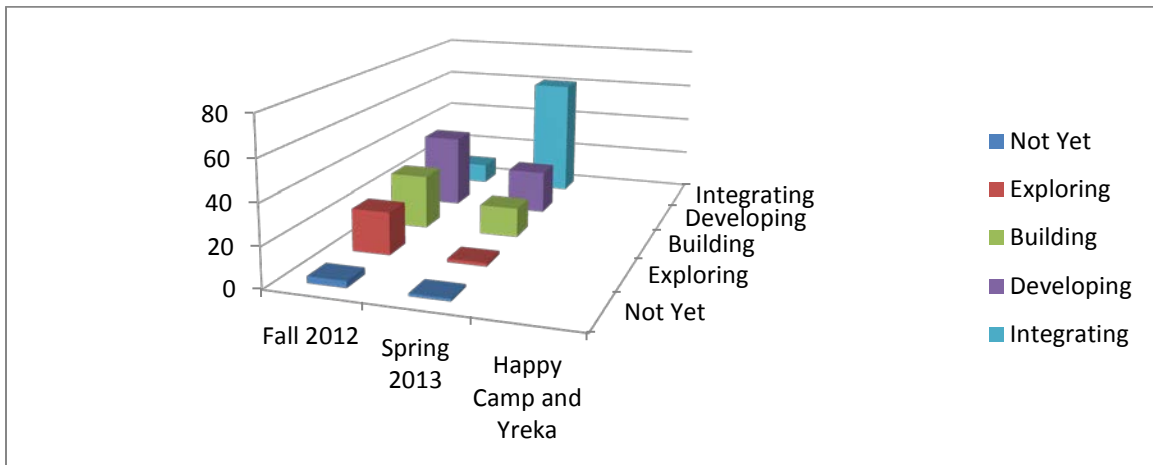
Domain: Physical Development

Measures: Gross Motor Movement, Balance, Fine motor skills



Domain: Health

Measures: Personal care routines, Healthy lifestyle, Personal safety



REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Patty Brown

DATE: 4-16-14
3/27/2014

DEPARTMENT: Karuk Head Start

DEADLINE: 4/4/14 **AMOUNT:** \$33,302.00 **DATES FROM:** 1/1/2014 **TO:** 12-31-2014

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

This proposal is to request the Office of Head Start for Supplemental Funding to restore the Sequestration funding to 2012 levels and a 1.3% COLA increase for all Program Operations for the Karuk Head Start Centers in Happy Camp and Yreka in the amount of \$33,302.00

REVIEW:	COMPLIANCE	CFO	OTHER:
NARRATIVE:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BUDGET:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INDIRECT COST:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MATCH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOCUMENTATION:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRIBAL RESOLUTION:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*		DATE	
CFO*		DATE	
COMPLIANCE*		DATE	
CHAIRMAN		DATE	
OTHER		DATE	

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

Karuk Tribe



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

RESOLUTION OF THE KARUK TRIBE

Resolution No: 14-R-024
Date Approved: April 24, 2014

RESOLUTION AUTHORIZING THE SUBMISSION OF A SUPPLEMENTAL GRANT FOR (CY) 2014 RESTORATION OF SEQUESTERED FUNDS AND 1.3% COLA TO THE OFFICE OF HEAD START, U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES AND ADMINISTRATION FOR CHILDREN AND FAMILIES IN THE AMOUNT OF \$33,302.00

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, as amended, on behalf of the Karuk Tribe; and

WHEREAS; the Karuk Tribe identified the need to administer the Head Start program in 1994; hereby, known as the Karuk Tribal Head Start program; and

WHEREAS; the Karuk Tribe has provided two Head Start center locations within each Tribal Housing Development in Happy Camp and Yreka, California, and

WHEREAS; the Karuk Tribe continues to provide Head Start services to community children with a priority on the development and nurturing of its Native American children, children who are in foster care, kinship, and children with disabilities; and

WHEREAS; the Karuk Tribe supports activities to enhance early learning experiences, school readiness, and comprehensive services for children and families; and

WHEREAS; the Office of Head Start has requested proposals from Region XI American Indian/Alaska Native Head Start Programs; now

THEREFORE BE IT RESOLVED; that the Karuk Tribal Council authorizes the Karuk Tribal Head Start to submit a Supplemental Grant application to ensure continued collaboration to support American and Alaskan Native children and families ; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the submission of the U.S. Department of Health and Human Services and Administration for Children and Families in the amount of \$33,302.00

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 14R024 which was approved at a Tribal Council meeting on April 24, 2014, 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

**APPLICATION FOR
FEDERAL ASSISTANCE**

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		2. DATE SUBMITTED 4-24-2014	Applicant Identifier 90CI0179
<input type="checkbox"/> Pre-application <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier	
4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier 90CI0179		
5. APPLICANT INFORMATION			
Legal Name: Karuk Tribe		Organizational Unit: Department: HHS: Office of Head Start	
Organizational DUNS: 145307930		Division: HHS: Office of Head Start	
Address: Street: 632 Jacobs Way PO Box 1148 City: Happy Camp County: Siskiyou State: California Zip Code 96039 Country: USA		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: First Name: Patty Middle Name: Last Name: Brown Suffix:	
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 93-2576572		Phone Number (give area code) 530-493-1490	Fax Number (give area code) 530-493-1491
8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/>		7. TYPE OF APPLICANT: (See back of form for Application Types) M Other (specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: TITLE (Name of Program): 93-600		9. NAME OF FEDERAL AGENCY: ACF-HHS-OHS	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Happy Camp, Yreka, Siskiyou County, California		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Request to submit a Supplemental Grant and COLA application for FY2014 to the Office of Head Start, HHS. http://hses.ohs.acf.hhs.gov/gabi/sf424Page.do#	
13. PROPOSED PROJECT Start Date: 01/01/2014 Ending Date: 12/31/2014		14. CONGRESSIONAL DISTRICTS OF: a. Applicant 1 and 2 b. Project 2	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 33,302 ⁰⁰	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:	
b. Applicant	\$ 8,325 ⁰⁰	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372 <input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
c. State	\$ ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
d. Local	\$ ⁰⁰		
e. Other	\$ ⁰⁰		
f. Program Income	\$ ⁰⁰		
g. TOTAL	\$ 41,627 ⁰⁰		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix	First Name Russell	Middle Name	
Last Name Attebery		Suffix	
b. Title Chairman		c. Telephone Number (give area code) 530-493-1600	
d. Signature of Authorized Representative		e. Date Signed	

**Karuk Tribe
Program Narrative
Karuk Tribal Head Start
Grant# 90CI0179
2013-2014
Sequestration Restoration and COLA**

Head Start began operation in the Happy Camp, California community in 1978 through the Inter-Tribal Council of California and then transitioned to the Karuk Tribe administering the program in 1994. The Karuk Tribal Head Start program expanded to include Native American children in Yreka, California in 1996. Today, the Karuk Tribal Head Start program serves 60 Native American and community children from the rural/frontier areas of Happy Camp and Yreka located within Siskiyou County, California.

The program's mission is to "provide comprehensive services and support in a culturally diverse, quality program and to honor, respect, and empower children and families." This is accomplished by meeting and exceeding the Head Start Performance Standards while maintaining two fully operational facilities and bus transportation in both communities as the program currently projects to operate 160 days per year with children attending five (5) days per week, with one day per month set-aside for staff development. This past year, we cut 8 days of service to children and families, and will be making up 5 of those days this school year 2013-2014.

The program uses the Creative Curriculum and Continuum, California Preschool Learning Foundations, Second Step, Growing up Wild, and additional local and developmentally appropriate resources to provide educational learning experience, including the integration of Karuk language and culture. Additional emphasis is placed on supporting school readiness and family engagement in social emotional development, self-regulation, increasing early literacy skills, language, math, science, art, music, fine and gross motor, nutrition, healthy families, and children having medical homes.

The program utilizes the Early Screening Inventory (ESI) for each child; Desired Results Developmental Profile (DRDP) and using the DRDP-Tech Software for tracking progress with both the individual child and the classroom in order to effectively plan educational activities and experiences that will scaffold the children's learning. The data collected is used for planning in order to provide individualized instruction, as well as decision making purposes in school readiness goals and achievement.

Both centers sites serve as model classrooms for Early Childhood Practicum and provide work mentoring opportunities for students in collaboration with College of the Siskiyous. Tribal Temporary Aid to Needy Families (TTANF) also works with Karuk Head Start by providing volunteers to deliver traditional and cultural services in and out of the classroom.

The Karuk Tribe's Child Care Development Fund (CCDF) program has proved to be a successful collaboration and continue to work well together to plan quality experiences for children and families. The Karuk Head Start program is well represented, respected, and identified as a community collaboration partner. Collaborative partners include, Siskiyou Child

Care Council, Local Planning Council, Dental Task Force, Siskiyou Childhood Team, College of the Siskiyou's Advisory Committee, California State Tribal Work Group, First 5 Siskiyou, local elementary schools, and Community/Family Resource Centers.

The Karuk Tribal Head Start program employs 14 staff members, with 13 center staff members operating three (3) classes with 20 children per class at two (2) center sites. The Director and Deputy Director share added responsibilities and ideas for systems changes, updating policies and procedures, adaptations and modifications to carry out responsibilities and work effectively together to ensure accountability within the Performance Standards, environmental health, child and family health, facilities, transportation, nutrition program (USDA), family and community partnerships, grants, budgets, and other duties as needed.

The program has a Center Committee comprised of parents from each Center's classes; Policy Council members are elected in the early fall from the Center Committee. The Center Committee meets monthly or as planned and the Policy Council meets regularly for program information, program operations, policy clarification and implementation, and decision making purposes.

The Karuk Tribal Head Start program is providing quality educational benefits to the children it serves, which is evident of the Office of Head Start's Triennial review completed in 2011 that reflected the quality of the teacher interactions with scores higher than the national average, and beyond the threshold in Instructional Learning Formats.

Sequestration caused our program to make difficult decisions in providing less days of instruction, and not filling vacant positions.

It is our goal to be fully staffed and provide 160 days of instruction and have better outcomes for children, family, and staff.

Karuk Tribal Head Start Program

Grant #90CI0179

Funding Period: 01/01/2014-12/31/2014

Budget Justification for Restoration of Sequester Funds and 1.3% COLA

Federal

Non-Federal

Personnel \$13,832.00

\$8,325 Parent Services, volunteers

Fringe \$7,091.08

Total Personnel \$20,923.08

COLA 1.3% \$6,589.00

Program Supplies \$5,789.92

Total \$33,302.00

Total Non-Federal

\$8,325 In-Kind Documentation

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Program Operations	93.600	\$ 0.00	\$ 0.00	\$ 33,302.00	\$ 8,325.00	\$ 41,627.00
2.		0.00	0.00	0.00	0.00	0.00
3.		0.00	0.00	0.00	0.00	0.00
4.		0.00	0.00	0.00	0.00	0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 33,302.00	\$ 8,325.00	\$ 41,627.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY						Total (5)
	(1)	(2)	(3)	(4)	(5)	(6)	
a. Personnel	\$ 20,421.00	\$ 8,325.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 28,746.00	
b. Fringe Benefits	7,091.08	0.00	0.00	0.00	0.00	7,091.08	
c. Travel	0.00	0.00	0.00	0.00	0.00	0.00	
d. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	
e. Supplies	5,789.92	0.00	0.00	0.00	0.00	5,789.92	
f. Contractual	0.00	0.00	0.00	0.00	0.00	0.00	
g. Construction	0.00	0.00	0.00	0.00	0.00	0.00	
h. Other	0.00	0.00	0.00	0.00	0.00	0.00	
i. Total Direct Charges (sum of 6a-6h)	33,302.00	8,325.00	0.00	0.00	0.00	41,627.00	
j. Indirect Charges	0.00	0.00	0.00	0.00	0.00	0.00	
k. TOTALS (sum of 6i and 6j)	\$ 33,302.00	\$ 8,325.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 41,627.00	
7. Program Income	\$ 33,302.00	\$ 8,325.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 41,627.00	

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Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. NFS	\$ 8,325.00	\$ 0.00	\$ 0.00	\$ 8,325.00
9.	0.00	0.00	0.00	0.00
10.	0.00	0.00	0.00	0.00
11.	0.00	0.00	0.00	0.00
12. TOTAL (sum of lines 8-11)	\$ 8,325.00	\$ 0.00	\$ 0.00	\$ 8,325.00

SECTION D - FORECASTED CASH NEEDS

	SECTION D - FORECASTED CASH NEEDS				
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 33,302.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
14. Non-Federal	8,325.00	0.00	0.00	0.00	0.00
15. TOTAL (sum of lines 13 and 14)	\$ 41,627.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Years)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16-19)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

KARUK TRIBE
FISCAL YEAR 2014
BUDGET WORKSHEET

FUND #/NAME

PROGRAM/DIVISION

Payroll-Related Expenditures

General Ledger Account	Position Title	Pay Rate	Hours to Work	Annual Leave Accrual	Base Hours	Annual Salary/Wage	FRINGE BENEFITS										Total Salaries and Fringe	Individual Workers Comp. Rates
							Social Security (FICA) 6.2%	Medicare Tax (MED) 1.45%	Unemployment (SUTA) 6.2%	State Comp. Insurance	Health/Medical (1)	Retirement 5%	Total Fringe Benefits					
Bus Monitor/Aide (V)		\$9.00	784	0	784	\$6,272.00	\$388.86	\$80.94	\$388.86	\$609.01	\$7,167.84	\$313.60	\$2,953.11	\$9,225.14	9.710%			
Assistant Teacher (HC)		9.00	840	0	840	7,560.00	\$468.72	\$109.62	434.00	274.43	2,473.20	\$378.00	4,137.97	11,697.97	3.630%			
		0.00	0	0	0	0.00	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.000%			
		0.00	0	0	0	0.00	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.480%			
		0.00	0	0	0	0.00	\$0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.480%				
						\$13,832.00	\$857.58	\$200.56	\$822.86	\$883.44	\$3,635.04	\$891.60	\$7,091.08	\$20,923.08				

(1) \$450.00 less 3% of wages per month

Other Direct/Contract Support Expenditures

General Ledger Account	Account	FY2012 Actual	FY2013 Budget	FY2013 Estimated	Difference FY2012 Actual/FY2013 Estimated	Difference FY2013 Budget/Estimated	2014 PROPOSED
5060-57-7300.00	Travel - Training	-	-	-	-	-	-
5060-57-7301.00	Vehicle Exp - Mileage	-	-	-	-	-	-
5060-57-7500.00	Supplies	-	-	-	-	-	-
5060-57-7500.02	MEETING SUPPLIES	-	-	-	-	-	-
5060-57-7506.00	Computer Supplies	-	-	-	-	-	-
5060-57-7506.01	Computer Software Licensing	-	-	-	-	-	-
5060-57-7691.00	Vehicle Lease	-	-	-	-	-	-
5060-57-7601.00	Professional Fees	-	-	-	-	-	-
5060-57-7607.00	Utilities	-	-	-	-	-	-
5060-57-7701.00	Slipends	-	-	-	-	-	-
5060-57-7999.00	IDC	-	-	-	-	-	-
Totals		-	-	-	-	-	-
Salaries & Fringe		-	-	-	-	-	\$20,923.08
Total Expenditures		-	-	-	-	-	20,923.08

BUDGET SUMMARY

2013 Carry-over		26,713.00
2014 Proposed AFA:		
Direct Program		26,713.00
Contract Support		-
Funding Available for FY2014		26,713.00
Less: 2014 Proposed Expenditures		(20,923.08)
Anticipated Program Balance @ 9/30/14		\$5,789.92

April 9, 2014 Newsletter

ED/OM Report:

Board,

Recent Developments:

HCCC: Victoria has her report to present. I hosted two HUD consultants last week that were here to evaluate the RIF grant. They turned out to be really great guys and I really enjoyed their company. I took them to both of our computer centers and tried to emphasize how important these are to the community at large. They promised to keep me informed about their visits across the country and to pass along any information that they thought would be helpful. I think they are in our corner.

Amkuuf: I have been able to obtain an on-call sales clerk for the smoke shop by hiring the second choice at Dolores Davis' interview. This process enables us to get someone on board quickly and avoid the lengthy hiring process. She started training on April 3rd and is by all accounts doing a very good job. As I mentioned in my last report I have had the camera review installed on my computer and now I have the POS system installed and I can do X-outs. I also will have inventory control set up by the end of the week and only one employee will have access via password. Dolores Davis is the new lead and is doing a very good job so far. My suspicions that she was the most suitable for the position have proved correct. This month we donated snacks to the Scott Nelson's drug awareness program at the Yreka Resource Center and this has helped Scott get kids in the door to listen to this valuable message. It cost us about \$50 a month and is the best investment we can make. I have also trained at sales at Amkuuf just in case of an emergency.

Naa Vura Yeeshiip: At the last meeting I reported that we had made an agreement with Child and Family Services to share a new LCSW so that we could complete our Naa Vura Yeeshiip application. As I mentioned last meeting this applicant turned out NOT to be a LCSW and this caused some distress between Child and Family Services and us. I did some inquiries and found out that he does have a Master's in counseling and is in fact a Licensed Professional Clinical Counselor (LPCC). I inquired with Claire Wembley Brown as to whether this licensure would be acceptable under the grant and after some research she has allowed the hire under LPCC licensing. I was about to go ahead with the hire when Child and Family Services informed us that they would not provide the LCSW licensure supervision that the applicant required as a condition of hire. I have been in contact with Claire Wembley Brown and just today she has informed us that there are funds available within the grant to fulfill this requirement. We are currently amending the budget narrative to accomplish this.

Head Start: Patty is finishing her report as of this afternoon and will present tonight. We have issues to discuss at closed and I will discuss my findings regarding the situation.

I have a travel request as I mentioned in my email. At the last meeting Marsha mentioned that we might explore CEDS development and this is something that I have wanted to pursue. Buster emailed me a link to the Affiliated Tribes of the Northwest Business and Economic Summit in Warm Springs Oregon. I have wanted to network with other tribal economic developers and as I said in my email this would be a good way to get started on CEDS development. I have asked for permission to attend this event.

Fire Crew: Perhaps Bill could fill us in on their activities but I do have some thoughts on this as well.

Le Loni Colegrove
Karuk Tribe
Human Resource Manager
Monthly Report
April 2014

Completed

CHR I
Temp-Head Start Teacher

Dolores Joeia
Alisha Parham

Pending Vacancies

Fire, Fuels Operations Specialist
Youth Resource Specialist
Temp-KTHA Tutor
Senior Nutrition Cook
Unit Fire Mgmt Officer
KCDC (TANF) Clerical Trainee
Amkuuf Lead Sales Clerk
Amkuuf On-Call Sales Clerk
FNP- Yreka
Dentist - Yreka
Dental Director
Child Welfare Social Worker
PT-LCSW

Interviews: April 18th
Interviews: April 18th
Interviews: April 21st
Closing: April 21st
Extended Posting Close: April 28th
Closing: April 28th
Closing: April 28th
Closing: April 28th
Posted: OUF
Posted: OUF
Posted: OUF
Posted: OUF
Posted: OUF

Boards/Committees

ICW Committee
Youth Advisory
TERO Commission (2)

Open Until Filled
Open Until Filled
Closing: April 28th

Director Evaluations:

DNR Director
Self-Governance Coordinator
TERO Director

Scheduled: 1/3, 02/14, 03/11, 3/18, 4/2 (Complete)
Scheduled: 02/14, 03/11, 3/18, 4/2 (Complete)
Scheduled: 3/18, 4/2 (Complete)

Meetings:

4/2 TERO Meeting
4/17 Meeting with Kristen King, Sandy Tripp, Tawnia Johnson

Miscellaneous

All Departments Fingerprint/Livescan (5)



JUDICIAL SYSTEM AND PROGRAMS
REPORT TO TRIBAL COUNCIL
April 24, 2014

April E. Attebury, Administrator

Judicial System and Programs—1517 S. Oregon Street, Yreka, CA 96097

T: 530-493-1630 Ext: 4 F: 530-842-6283 E: aattebury@karuk.us

APPROPRIATIONS AND EXPENDITURES

Action Items:

1. 11-C-036 Ammend#1 Judicial Contract extension of services for Consultant

Budgets for Period Ending 03/31/2014:

2011 TW-AX-0013 DV services YR3

Appropriations: \$205,545.39

Month to Date Expenditures: \$6380.60

Year to Date Expenditures \$114,092.29

Unencumbered Balance: \$91,382.13 Percent Used: 55.54%

DOJ OVAW 2012-TW-AX-0023 YR2

Appropriations: \$598,039.29

Month to Date Expenditures: \$1,547.98

Year to Date Expenditures \$34,579.23

Unencumbered Balance: \$563,460.06 Percent Used: 5.78%

7th Generation Mentoring YR3

Appropriations: \$48,000

Month to Date Expenditures: \$513.27

Year to Date Expenditures \$7,596.36

Unencumbered Balance: \$40,403.64 Percent Used: 15.83%

Meetings Attended:

- | | |
|---|---|
| 1.NCTCC Meeting – Crescent City | 2. Management Team Meeting-Happy Camp |
| 3.Security Team Meeting- Happy Camp | 4. Pikyav Advisory Meeting – Happy Camp |
| 5. Yav Pa Anav Meeting-Happy Camp | 6.ICW Committee –Happy Camp |
| 7.DA’s Round Table-Humboldt County/Eureka | |
| 8. Tribal Court State Court Forum-Confernece Call | |

Trainings/Travel Attended:

Notary- Redding

CAL-Berkely Youth Trip(4/11-4/13/2014)

Tanya Busby

Administrative Assistant / Pikyav Program Coordinator

Leslie Moore

DV Services Specialist

March 21 – April 17, 2014

Karuk Tribe Pikyav DV Services

Promoting Healthy Relationships and Peaceful Homes

April is Sexual Assault Awareness Month

April is Sexual Assault Awareness Month and April 23, 2014 is “Denim Day”

Why denim day in indian country?

why in usa?

Because...

Federal government studies have consistently shown that American Indian women experience much higher levels of sexual violence than other women in the U.S. Data gathered by the U.S. Department of Justice indicates that Native American and Alaskan Native women are more than 2.5 times more likely to be raped or sexually assaulted than women in the USA in general (5 vs. 2 per 1,000).

- Additionally, 34% or more than one in three Native women will be raped during their lifetime, whereas for women as a whole the risk is less than one in five.

- A 2004 study that examined intimate partner rape among American Indian women found that one in five respondents (20.9%) reported they had been a victim of at least one incident in their lifetime.

Statistics from Department of Justice

Every two and a half minutes, somewhere in America, someone is sexually assaulted.

One in six American women has been the victim of an attempted or completed rape.

According to the Los Angeles Police Department, there were 1,117 rapes during the year 2003, with only 260 rape suspects arrested.

82.8% of rapes committed by an intimate are not reported to the police.



35% of college men who voluntarily participated in psychological research conducted at several universities indicated they might commit a rape if they knew they could get away with it.

Two million children around the world are forced into prostitution every year.

Law enforcement arrests for internet sex crimes against minors are on the rise.

15,000 to 19,000 people with developmental disabilities are raped each year in North America.

Survivors deserve support and assistance, not shame and blame.

We want to build healthy relationships, families and communities free from sexual, domestic and interpersonal violence.

March Against Bullying – was a success! This was our 3rd annual March with the Happy Camp Elementary School and this year Happy Camp High School joined us. It was held March 27, 2014 HCHS had an assembly where the student body made huge signs against Substance Abuse, Domestic Violence, Sexual Assault and Bullying. The student body also signed a pledge to stop bullying as well as the Administration and Teachers.

Upcoming events Pikyav DV Services Program and Pikyav Committee members are hosting a Teen dance in Yreka bringing awareness to “Denim Day” and education. Randy White from KTHA Security Program is providing BBQ hamburgers.

The Transitional House update- We are still waiting on Schematic Design Submittal for feedback and approval of the addition options; hopefully we can meet with Richard Black and Erin Hillman to move forward with this project very soon. Erin Hillman has provided us with a draft agreement we have looked it over and made some adjustments and will be meeting with her next week to finalize.

Training- Notary Public Training -April 2, 2014

Meetings –April 7 Pikyav Advisory Meeting – Happy Camp

April 8 Yav Pa Anav Meeting – Happy Camp

Groups-

HS groups boys and girls – HCHS

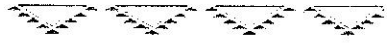
Elementary School girls groups – Orleans and HC Elementary

Women’s Talking Circle – Happy Camp

Women’s Self Defense Class – Happy Camp

Pikyav Client services – 3

Legal Access Center- 6



ACTION ITEMS

Karuk Community Health Clinic
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Karuk Tribe



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REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract
 MOU
 Agreement
 Amendment

Karuk Tribe Number Assigned: 11-C-036

Amendment #1

Funder/Agency Assigned: _____
Prior Amendment: _____

REQUIRED → *Procurement Attached *Budget Attached
*System for Award Management (SAM) (CONTRACTS ONLY)
*KCDC/ KTHA Notification/ review required Yes No

Requestor: Tanya Busby Administrative Assistant Date: April 9, 2014

Department/Program: Judicial System and Programs DOJ/OVW

Name of Contractor or Parties: Michelle Krieger

Effective Dates (From/To): September 30, 2012 September 30, 2014

Amount of Original: Not to Exceed \$ 15,000

Amount of Modification: _____

Total Amount: #VALUE!

Funding Source: 5094-02-7601

Special Conditions/Terms:

Brief Description of Purpose:

per contract attached

** REQUIRED SIGNATURES **

Tanya Busby
Requestor

4-9-14
Date

Laura Magallon
**Chief Financial Officer

4-9-2014
Date

Summi Othild
**Director, Administrative Programs & Compliance

4-9-14
Date

Deon Wood
**Director of Self Governance(MOU/MOA) or TERO (Contracts)

4/9/14
Date

Other _____ Date _____

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ADDENDUM #1

ORIGINAL CONTRACT # 11-C-036

Between the Karuk Tribe and Michelle Krieger

This Addendum shall extend the term of Contract #11-C-036 beyond the current expiration date of September 30th, 2012 to September 30th, 2014.

1. The Tribe and Michelle Krieger wish to extend the current term of the Contract.
2. The Tero fee will change from 1% to 2%.

All other terms and conditions of the original contract shall remain unchanged.

Michelle Krieger

SSN: 562-91-5139

Signature

Date

KARUK TRIBE

Russell Attebery
Chairman, Karuk Tribe

Signature

Date

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Contract Number: 11-C- 036

This Agreement, dated as of 2/24/2011, is between the Kanak Tribe (hereinafter "the TRIBE") and Michelle Krieger (hereinafter "INDEPENDENT CONTRACTOR"), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from 2/24/2011-09/30/2012.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, \$90.00 per hr not to exceed \$450.00 per day. All mileage will be reimbursed in accordance with the Tribal rate. The contractor will be reimbursed monthly for mileage to Lureka from Orleans to register orders check in at Superior Court on behalf of Tribal Court. While on OYW grant travel the rate of pay will be \$55.00 per hr not to \$450.00 per day. OYW grant travel expenses (lodging & airfare) will be paid in advance by the Tribe. Meals/ground transportation & incidentals will be reimbursed. All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. The Tribal staff person responsible for overseeing this Agreement and approving invoices for payment shall be the April Attebury-Judicial Administrator/Judge.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney's fees for Independent Contractor's negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any

required public liability, public damage and/or Worker's Compensation Insurances shall be the sole responsibility of the Independent Contractor.

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

- local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 - 4. Have not within a three (3) year period preceding this Agreement had one or more public (Federal, State or local) transactions terminated for cause or default.
16. **Applicable Law:** This Agreement shall be governed by the laws of the United States of America and by Karuk Tribal law. In the absence of Federal or Tribal law, relevant laws of the State of California shall be applicable. Independent Contractor is required to comply with Office of Management and Budget Circular A-102 and is responsible for understanding and compliance with applicable grant administration requirements as set forth in the Federal agency codifications of the grants management common rule. This provision is not intended to waive the Tribe's sovereign immunity status or submit the Tribe to any jurisdiction inconsistent with such status.
17. **Indian Preference:** This Contract shall be executed in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding source requirements.
18. **Tribal Employment Rights Ordinance (TERO):** Independent Contractor acknowledges that a (1%) TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2500.00.
19. **Sovereign Immunity:** Nothing in this Agreement shall be construed or interpreted to relinquish the sovereign immunity of the Tribe.


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

INDEPENDENT CONTRACTOR


Michelle Krieger
2131 3rd Street
Eureka, CA. 96097
TIN: SSN 50-91-5139

KARUK TRIBE

Arch Super, Chairman
64236 Second Avenue
Happy Camp, CA 96039
(530) 493-1600

 2/24/11

Signature and Date

 2/24/11

Signature and Date

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

Judge Pro Tem/Legal
Consultant for the Judicial Office site in Orleans one day per month or two half days per month depending upon need. The term of this agreement shall be from February 24, 2011 through September 30, 2012.

Task One
Act in the capacity of Judge Pro Tem/Legal Consultant, adhering to the duties and responsibilities as outlined in the Tribal Court Ordinance.

Task Two
Provide the Tribal Court with Legal Consultation as needed for implementation of the Office of Violence Against

Women Grants to Indian Tribal Governments Program as follows:

- 1) Assist in the drafting of a community code relating to adjudicating violent acts committed against women, teens, elders and children.
- 2) Assist in insuring that the Protocol for Registering Tribal Court Protective Orders with the Superior Court of Humboldt and Siskiyou is efficient.
- 3) Assist in the development of necessary agreements with other agencies/entities to procure necessary services to support project operations.
- 4) Assist in delivering clear, enforceable orders from the court.
- 5) Provide education regarding laws and policies for enforcement of protection orders.

Task Three
Dispose of assigned case(s) in question (Protection Orders, Family Law and Child Welfare).

Statement of Expenditures, Encumbrances & Appropriations

KARUK TRIBE
For Period Ending 04/30/2014
Selecting on DIV from 509402 to 509402

ACCOUNT	ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
5094-02-7015.00	SALARIES	80,084.90		43,586.58			36,498.32	54.43
5094-02-7101.00	FICA/MCARE	7,167.02		3,289.59			3,877.43	45.90
5094-02-7102.00	SUTA	899.61		974.50			74.89-	108.32
5094-02-7103.00	WORKERS COMP	1,101.74		215.40			886.34	19.55
5094-02-7105.00	RETIREMENT	4,627.36		2,025.53			2,601.83	43.77
5094-02-7300.00	TRAVEL	3,486.57		151.41			10,134.04-	390.66
5094-02-7301.00	MILEAGE/VEHICLE EXP	13,410.82		2,521.32			10,889.50	18.80
5094-02-7500.00	SUPPLIES	7,477.70		164.92			3,449.48	53.87
5094-02-7601.00	CONTRACTUAL	15,819.40		4,028.22			15,819.40	
5094-02-7601.05	HEALTH INS	2,972.07		1,210.57			6,080.31-	304.58
5094-02-7605.00	RENT	500.00		500.00			3,500.00-	
5094-02-7607.00	UTILITIES	18,164.44		25.91			16,766.47	7.70
5094-02-7607.10	CELL PHONE	1,591.54		173.15			523.47	67.11
5094-02-7800.00	VICTIM ASSISTANCE	5,747.22		515.83			5,231.39	8.98
5094-02-7801.00	LODGING VOUCHERS	3,484.00		2,419.29			1,064.71	69.44
5094-02-7999.00	IDC	39,511.00		21,793.00			17,718.00	55.16
Totals for:		205,545.39	2,331.56	110,008.29	0.00		95,537.10	53.52
509402 (2011-TW-AX-0013 DV SERVICES)								
Report totals		205,545.39	2,331.56	110,008.29	0.00		95,537.10	53.52

CONSTRUCTION MANAGER

DAILY LOG

From 3-20-14 to 4-16-14

- 3-20-14 Write Council report. Medford to shop for new Amin fridge. On order from Home Depot. Check on guys at ranch
- 3-21-14 Go over project priorities with crew. Finish planning side rack boards. Trim boards and start assembly
- 3-24-14 time cards and mileage sheets. Work with Nate to layout buzzer door lock at HC clinic. Work with Daniel on Bollard lights in parking lot. Order supplies for buzzer lock.
- 3-25-14 Staff meeting, reschedule project to include trailer in RV Park. Work with Daniel to start layout of trailer project. Put two crew on trailer project and two on log building #2 bathroom rebuild.
- 3-26-14 Paper work. Assemble side racks for #121. Get crews started working on trailer and bathroom.
- 3-27-14 Process seven purchase requests. Check with Mike T on camera records. Go over supply lists with Daniel.
- 3-28-14 Paper work, payroll, work in office.
- 3-31-14 Medford to pick up fridge for Admin from Home Depot. Help Bucky with bus stop layout.
- 4-1-14 SICK
- 4-2-14 Office paperwork. Meet with Daniel regarding staff/public issue at Somes Bar. Meet with Chairman to discuss same issues. Check work progress at log building #2 bathroom project. Meet with Sammi to discuss schedule for H.I.P. project at Butler Flat. Make set of saw horses.
- 4-3-14 Go over todays schedule with Daniel. Finish saw horses. Talk to Orleans Senior staff about putting shelves in con-ex box. Also discuss trash issues and proper disposal.
- 4-4-14 Office work, check progress of projects. Get updates from mechanics
- 4-7-14 time cards/mileage forms. Get updates from Hawk by phone. Work with guys on plumbing problem. Paint side racks

- 4-8-14 Invoice paperwork DR.'s appointment. Management meeting. Paint end panel for racks. Make arrangements for I.T. department to use lift/bucket truck.
- 4-9-14 Orleans to haul supplies to Hawk. Updates from Hawk. Check facilities for site of possible fenced parking lot. Work with crew on electrical problem at log building #2
- 4-10-14 Change and adjust knives on Makita hand help planer. Medford to purchase push mower for maintenance crew.
- 4-11-14 Staff meeting, discuss schedule. Payroll. Go to ranch to check progress. Make final adjustment to "tailgate" rack.
- 4-14-14 Work with Daniel on forms for evaluations and PAN notice forms. Rearrange work table to make room to start second TANF table.
- 4-15-14 Order supplies. Butler Creek to start info gathering information for possible H.I. P. project.
- 4-16-14 Work on staff evaluations and post probation "PAN's" start assembly of second table.

Karuk Community Health Clinic

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Fax: (530) 493-5364

To: Tribal Council
RE: Phone Vote
Date: April 10, 2014
Requested by: Summi Offield
Taken by: Ellen Johnson
Authorized by: Russell Attebery

Request of contract 14-C-066 between the Karuk Tribe and Nell Sakota for Basketweavers Gathering cooking services.

Michael Thom	<u>Yes</u>	No	Abstain	Unavailable
Jody Waddell	<u>Yes</u>	No	Abstain	Unavailable
Josh Saxon	<u>Yes</u>	No	Abstain	Unavailable
Elsa Goodwin	<u>Yes</u>	No	Abstain	Unavailable
Amos Tripp	Yes	No	Abstain	<u>Unavailable</u>
Alvis Johnson	<u>Yes</u>	No	Abstain	Unavailable
Arch Super	Yes	No	Abstain	<u>Unavailable</u>
Crispen McAllister	Yes	No	Abstain	<u>Unavailable</u>

Results: 5 Yes, 0 No, 0 Abstain, 3 Unavailable.

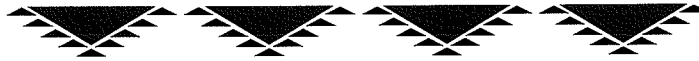
Comments:

Only bidder
Needs done today
Paid out of ?? - Basketweavers ~~or~~ ~~ESD~~!

passed w/ majority

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To: Tribal Council
RE: Phone Vote
Date: April 4, 2014
Requested by: Michael Thom
Taken by: Barbara Snider
Authorized by: Russell Attebery

Request approval to during evaluation time the Tribal Council will be conducting many evaluations and of those, pay increases may or may not be a part of them. During the evaluation of the DNR Director position, after review the Chairman and Vice-Chairman have determined they will provide a pay increase. Upon review of the position description, it was outdated, and needs an update to the salary range to allow movement. The previous salary range was \$45,000 to \$55,000. The request is to change the salary range from \$45,000 to \$65,000. They feel that this is consistent and in comparison to other similar position descriptions. They will not be paying him the top of the scale.

Michael Thom	<u>Yes</u>	No	Abstain	Unavailable
Jody Waddell	<u>Yes</u>	No	Abstain	Unavailable
Josh Saxon	<u>Yes</u>	No	Abstain	Unavailable
Arch Super	Yes	No	Abstain	<u>Unavailable</u>
Amos Tripp	Yes	No	Abstain	<u>Unavailable</u>
Alvis Johnson	<u>Yes</u>	No	Abstain	Unavailable
Elsa Goodwin	<u>Yes</u>	No	Abstain	Unavailable
Crispen McAllister	Yes	No	Abstain	<u>Unavailable</u>

Results: 5 Yes, 0 No, 0 Abstain, 3 Unavailable.

Comments:

passed w/ majority!

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To: Tribal Council
RE: Phone Vote
Date: March 31, 2014
Requested by: Michael Thom
Taken by: Barbara Snider
Authorized by: Russell Attebery

Request approval of a revised position description for a FNP/PA position in Yreka. The standard position description is being revised to increase the salary from \$70,000 - \$80,000 to \$78,000 - \$93,000.

Michael Thom	<u>Yes</u>	No	Abstain	Unavailable
Jody Waddell	<u>Yes</u>	No	Abstain	Unavailable
Josh Saxon	<u>Yes</u>	No	Abstain	Unavailable
Dora Bernal <i>Crisper</i>	Yes	No	Abstain	<u>Unavailable</u>
Amos Tripp	Yes	No	Abstain	<u>Unavailable</u>
Alvis Johnson	Yes	No	Abstain	<u>Unavailable</u>
Elsa Goodwin	<u>Yes</u>	No	Abstain	Unavailable
Arch Super	<u>Yes</u>	No	Abstain	Unavailable

Results: 5 Yes, 0 No, 0 Abstain, 3 Unavailable.

Comments:

Michael Thom reviewed the recruiting issues with Lessie and Laura and they came up with this.

Passed w/ majority

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
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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

To: Tribal Council
RE: Phone Vote
Date: March 28, 2014
Requested by: Laura Mayton
Taken by: Barbara Snider
Authorized by: Russell Attebery

Request approval of resolution 14-R-031 authorizing a limited waiver of sovereign immunity for Dougherty Funding LLC. (Engagement Agreement).

Michael Thom	<u>Yes</u>	No	Abstain	Unavailable
Jody Waddell	<u>Yes</u>	No	Abstain	Unavailable
Crispen McAllister	Yes	No	Abstain	<u>Unavailable</u>
Josh Saxon	Yes	No	Abstain	<u>Unavailable</u>
Amos Tripp	<u>Yes</u>	No	Abstain	Unavailable
Alvis Johnson	<u>Yes</u>	No	Abstain	Unavailable
Elsa Goodwin	<u>Yes</u>	No	Abstain	Unavailable
Arch Super	<u>Yes</u>	No	Abstain	Unavailable

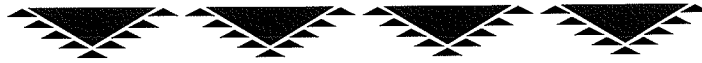
Results: 6 Yes, 0 No, 0 Abstain, 2 Unavailable.

Comments:

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To: Tribal Council
RE: Phone Vote
Date: March 24, 2014
Requested by: Barbara Snider
Taken by: Barbara Snider
Authorized by: Michael Thom

Request approval to pay for Hospice Care for Tribal Member #AA for up to 7 days (estimated). The total cost is \$1,015.00 from Third Party. Patient has Medicare but they do not allow the cost per night, overnight stay, just care during the day.

Michael Thom	Yes	No	Abstain	Unavailable
Jody Waddell	<u>Yes</u>	No	Abstain	Unavailable
Crispen McAllister	<u>Yes</u>	No	Abstain	<u>Unavailable</u>
Arch Super	<u>Yes</u>	No	Abstain	Unavailable
Amos Tripp	Yes	No	Abstain	Unavailable
Alvis Johnson	<u>Yes</u>	No	Abstain	Unavailable
Josh Saxon	<u>Yes</u>	No	Abstain	Unavailable
Elsa Goodwin	<u>Yes</u>	No	Abstain	Unavailable

Results: 5 Yes, 0 No, 0 Abstain, 1 Unavailable.

Comments:

Passed w/ majority!