Karuk Tribe – Council Meeting April 24, 2014 – Meeting Minutes

Meeting called to order at 3:00pm by Russell "Buster" Attebery, Chairman

Present:

Russell "Buster" Attebery, Chairman Joseph "Jody" Waddell, Secretary/Treasurer Arch Super, Member at Large Alvis "Bud" Johnson, Member at Large Josh Saxon, Member at Large Elsa Goodwin, Member at Large

Absent:

Michael Thom, Vice-Chairman (travel / excused)

Prayer was done by Arch Super and the mission statement was read by Buster Attebery. A moment of silence was held to honor former Council Member, Amos Tripp who has passed on.

Agenda:

Bud Johnson moved and Elsa Goodwin seconded to approve the agenda with changes, 5 haa, 0 puuhara, 0 pupitihara.

Minutes of March 27, 2014:

Arch Super moved and Josh Saxon seconded to table the minutes of March 27, 2014, 5 haa, 0 puuhara, 0 pupitihara.

Guests:

1.) Eric Cutright, IT Director:

Eric is present to discuss two action items. His first item is agreement 14-A-050 with Verizon Wireless. It is a purchasing agreement to receive a good rate. There are 99 cell phones which only have 100 so an additional 20 were ordered under a new purchase order which remains open. This is an annual open purchase agreement (order).

Josh Saxon moved and Bud Johnson seconded to approve agreement 14-A-050 between the Karuk Tribe and Verizon Wireless, 5 haa, 0 puuhara, 0 pupitihara.

Eric then presented information from Commissioner Sandoval is traveling to Orleans on May 5, 2014. The CPUC is responsible for regulating the energy in the state. This is the first time that an appointment commissioner of the State that is coming to Orleans. Eric noted that this is the time to voice concerns on utilities in the area. The meeting will be a community meeting which Bari Talley is facilitating and they will be holding it at the Orleans Elementary School, which will need to have insurance coverage for the Orleans school. Eric will be at the meeting, Council Members will attend and it will be open to the community of Orleans.

Arch Super moved and Josh Saxon seconded to provide insurance policy for the public meeting, 5 haa, 0 puuhara, 0 pupitihara.

Director Reports:

1.) Scott Quinn, Director of Land Management:

Scott is present to review his report. Scott provided an overview of his report to the Council. He has scheduled an appointment with an appraiser to appraise the Rustic Inn property. He reviewed his meetings attended. He continues to work with Laura and Jaclyn with the casino project. He also has a proposed letter for the City of Yreka. Josh has offered some suggestions but Scott noted that it doesn't have to be decided on tonight or may be discussed in closed session. Elsa inquired about KTHA putting their own land into trust. Scott noted that it has been done in the past. Scott hasn't had time, so if KTHA wants their property put into trust then they are preparing it and he is submitting it. Scott noted that the Tribe remains the entity that submits the package.

A letter was received from the Office of Special Trustee that noted that there are individuals that may be eligible for an IMA account. They are trying to connect with the Members but it requires Council approval to release names and addresses. However, the Tribe may choose to approve submitting the list in the Newsletter.

Elsa Goodwin moved and Jody Waddell seconded to approve Josh's report, 5 haa, 0 puuhara, 0 pupitihara.

2.) Sandi Tripp, Director of Transportation:

Sandi is present to review her report. She has no action items but reviewed her report. Sandi then noted that Congress is going back into session which she is continually working with the lawyer firm that is providing lobbying services. Sandi discussed with Federal Highways representatives that the BIA had lost the 2013 BIA IRR inventory. They are going to work with the BIA on that specific issue. The BIA receives millions of dollars for the inventory. Long range transportation plan is in development.

The Red Cap bikeway has a 1.1 million dollar shortfall. They are putting in an ATTP through the State of California, which is 1.16 million that Sandi believes they will get that funding and possibly some safety funding for the bikeway project. The Tribe has \$420,000 in funding toward the project but additional funding is needed. Sandi feels very confident that a funding opportunity does seem very likely. Elsa asked about the \$420,000 time limit to spend because it is a grant. Sandi noted that yes, it must be spent by 2016. She does spend time monitoring her funding and projects, to ensure she is planning for additional funding opportunities.

The Orleans Wellness Center had a pre-bid meeting. She would like a meeting with the Council on May 8, 2014 to seek approval of a contract to have the parking facility done. The special meeting will be set at 2pm prior to the Health Board Meeting.

Jody noted that the Federal Highways representatives were onsite and Sandi traveled with them to the other Tribes in the region. Also, Jody and Bud were able to make it to an inter-tribal dinner. Buster noted that the Tribes transportation program received high praise from high officials.

Elsa Goodwin moved and Arch Super seconded to approve Sandi's report, 5 haa, 0 puuhara, 0 pupitihara.

3.) Leaf Hillman, DNR Director:

Leaf is present to review his report. He has a few action items this evening. He would like to seek approval of two modifications to the BOR AFA. There are two modifications which are (3) and (4). The first one is resolution 14-R-036 and 14-R-033.

Elsa Goodwin moved and Josh Saxon seconded to approve resolution 14-R-033, 5 haa, 0 puuhara, 0 pupitihara.

Arch Super moved and Elsa Goodwin seconded to approve resolution 14-R-036, 5 haa, 0 puuhara, 0 pupitihara.

Leaf then noted that both modifications are for expansion of the restoration work with Coho. He then sought out of state travel request for Bill Tripp and Will Harling to attend the fire learning network national meeting in Colorado Springs, June 1-7, 2014. Both individuals will be paid and then reimbursed by the fire learning network.

Elsa Goodwin moved and Bud Johnson seconded to approve out of state travel for Bill Tripp and Will Harling, 5 haa, 0 puuhara, 0 pupitihara.

Lisa Hillman then got up to address the Council and seek approval of resolution 14-R-037. She has one action item to discuss with the Council which is funding through the BIA for the Tribal youth employment work program. There will be fifteen positions that will be requested to be funded. Elsa asked if up to 21 was the normal age for youth. It is normally 16-21 due to equipment. Lisa noted that BIA was seeking more youth. Elsa noted that the supervisors need to be brought on earlier because they are required to have background checks. Buster inquired about the staff being written into grants. Lisa noted that it can be done and is being done to ensure stable funding for her position. Also, Buster noted that there should be adequate supervision because of the age which is 14-21. She noted that there are additional collaborators that will provide supervision.

April is concerned about hiring with 18 years and older to work with youth even if they aren't supervised. April believes that they should all be verified. The Council agrees that this should be verified and possibly done as a safety measure.

Arch Super moved and Jody Waddell seconded to approve resolution 14-R-037, 4 haa, 0 puuhara, 0 pupitihara (Elsa absent for vote).

Arch Super moved and Bud Johnson seconded to approve Leaf's report, 4 haa, 0 puuhara, 0 pupitihara.

4.) Lester Alford, TANF Director:

Lester is present and has several action items. Lester is requesting out of state approval for himself to Arlington VA. June 15-20, 2014

Jody Waddell moved and Josh Saxon seconded to approve out of state travel for Lester, 5 haa, 0 puuhara, 0 pupitihara.

Lester then discussed the financing needs to upgrade the software modules which will be (2) and to add an additional user. LIHEAP, NEW and TANF will pay the \$32,000 (estimated). There is software in place currently; however he would like to have the system upgraded to using the TAS system as well. This inclusion will have a better tracking system and to provide several checks and balances.

Shannon asked if the NEW program and TANF is complying with the information sharing regulations. Lester noted that the ROI's are all the same but there are many different versions. He will be creating one application which will capture the ROI's and then the information isn't shared that is confidential. Lester then noted that the Tribe should have been using the TANF

guidelines and not the State median income levels. Flo then added information regarding the tracking of persons who access information.

Arch Super moved and Jody Waddell seconded to approve the purchase of the additional module in the amount of \$42,000, 5 haa, 0 puuhara, 0 pupitihara.

Lester then asked for his credit limit to be increased from \$2,500 to \$4,500.

<u>Jody Waddell moved and Bud Johnson seconded to approve increasing the TANF Director's VISA limit to \$4,500, 5 haa, 0 puuhara, 0 pupitihara.</u>

He would also like the LIAP Administrator taken from \$1,500 to \$2,500.

Josh Saxon moved and Jody Waddell seconded to approve increasing the LIAP Administrator's VISA limit to \$2,500, 5 haa, 0 puuhara, 0 pupitihara.

Lester then submitted information regarding the Lowden property. He is hoping to purchase or lease property from Dr. Eastman. Laura Mayton asked if Dr. Eastman was interested in selling, which he is at an estimated \$375,000. This would provide approval to begin negotiating on the property.

Consensus: to move forward with working with staff on recommendations or review for the purchase.

The NEW numbers were provided in his report. Josh inquired about the plans for the DNR/Orleans clinic building. The plans are moving forward and they will begin to implement several spaces for computer use, staff use, and group meetings.

Josh Saxon moved and Bud Johnson seconded to approve TANF report, 5 haa, 0 puuhara, 0 pupitihara.

5.) Emma Lee Perez, Grant Writer:

Emma Lee is seeking approval of resolution 14-R-038. The proposal includes a \$194,580 shortfall. Emma Lee believes that this is a strong application. The Planning grant has already been received and is operating smoothly. Emma Lee noted that she is hoping to not have to do this again, because she received this last minute and she would like to revisit the roles of the Tribes grant writers and how they work with KCDC.

Josh Saxon moved and Arch Super seconded to approve resolution 14-R-038, 5 haa, 0 puuhara, 0 pupitihara.

Emma Lee then noted she submitted her written report. She is anticipating drafting for Indian Health Services grant. She believes that it will be right on schedule and applied in early May.

Josh inquired when the notice will be done in June/July. The group is hoping to receive that funding.

Emma Lee received an email from Jaclyn from BIA. Emma Lee believes that there is the opportunity to submit an application for additional funding. Jaclyn noted that there was some safety funding through the BIA also. The main focus is to reduce the amount of traffic collisions. They can review three different funding opportunities. The grant is due May 1st.

Tom is seeking approval to submit his first grant. It is a proposal to HRSA for equipment defibrillation devices for the river corridor. It is under resolution 14-R-039.

The funding will be used to also provide equipment and training in the County for the devices. Tom emailed a draft version earlier in the week.

Elsa Goodwin moved and Arch Super seconded to approve resolution 14-R-039, 5 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin moved and Arch Super seconded to approve the Grant Writers report, 5 haa, 0 puuhara, 0 pupitihara.

Josh inquired about the NOFA on the ICDBG grant. Tom has called but he hasn't received word on this.

6.) Tom Fielden, Emergency Preparedness Coordinator:

Tom has one action item. It is between the Karuk Tribe and phone service. Jaclyn commented that in the agreement certain sites could be blocked. Bill noted that the MOU is in place for cultural monitors and an additional policy needs to be drafted to ensure there is no personal use.

April commented that the satellite phone that the Orleans Social Services has. Tom has worked with Eric on this and they received the best services that will work for the program.

<u>Jody Waddell moved and Bud Johnson seconded to approve 14-A-051 agreement between SatCom Direct and the Karuk Tribe, 5 haa, 0 puuhara, 0 pupitihara.</u>

He then went on to review the report. He has been working with Indian Health Services on drought paperwork for the area. More and more Counties are declaring drought emergencies. Siskiyou County has declared a drought and seeking funding because they are projecting to run out of water in Montague.

He has been working with the USFS on where repeater systems could be installed. Six Rivers is completing the application process. Jill has been working on GIS and GPS courses in Orleans. She has completed NEPA processes and working on the equipment grants.

Josh asked when fire season begins. Tom hasn't heard to date but he did hear it was the first week of May. Josh asked that Tom email the Council when he does find out when it begins.

Elsa Goodwin moved and Josh Saxon seconded to approve Tom Fielden's report, 5 haa, 0 puuhara, 0 pupitihara.

7.) Erin Hillman, ED KTHA:

Erin is on travel status but her report was submitted for the Council to review.

Arch Super moved and Elsa Goodwin seconded to approve Erin's written report, 5 haa, 0 puuhara, 0 pupitihara.

8.) Jaclyn Goodwin, Self-Governance Coordinator:

Jaclyn is present to review her report. She noted that she is working with Craig Tucker on the water shortage for the Montague area. She also noted that the IWMS hasn't been received

because it is infringing on tribal sovereignty. She has been in touch with Gerald Jones on this type of issue as well because Tribes aren't treated as sovereign immunity. Work on the prevailing wages is also an issue but it is ongoing and they are hoping to hear soon.

She is attempting to get clarification on the fire crew reimbursements. There is a website link now and in the next couple of months there will be letters of support that submit them will be helpful. Jaclyn is considering putting letters in the Tribal offices and they could be collected and set to the State. Also, they will be going to the local businesses to seek letters of support.

Josh asked what the Multi-year funding agreement is. Jaclyn noted that it expires in 2014 but is re-done every 4 years. Each year there is a renewal. Viola Long noted that the AmeriCorps can be added to the BIA compact but Jaclyn hasn't researched that to date.

Arch Super moved and Jody Waddell seconded to approve Jaclyn's report, 5 haa, 0 puuhara, 0 pupitihara.

9.) Sammi Offield, Contract Compliance Specialist:

Sammi is present to seek approval of an agreement that was note submitted to the Health Board. It is for the clinic pharmacy in Happy Camp for 340B pricing drugs. It will be 14-A-049 with Clinic Pharmacy.

Jody Waddell moved and Josh Saxon seconded to approve agreement 14-A-049, 5 haa, 0 puuhara, 0 pupitihara.

Sammi noted that contracts are expiring and they are continually getting paid. Sammi will begin to send notices to the contract oversight that the contract they are overseeing will expire.

LACO and Associates will provide a report on the feasibility study of the RV Park. May 3-5, 2014 will be a CSD audit. The other two days will be onsite.

An award that has not been used will be reviewed for awarding to another person. Sammi is completing training in all sites and how to work with the documents. The training seems to work and are well attended.

14-C-062 is a contract with an attorney firm that provides lobbying services. The Council paid a portion of the fees related to the contract.

Arch Super moved and Josh Saxon seconded to approve Sammi's report, 5 haa, 0 puuhara, 0 pupitihara.

Buster noted that Sammi did a good job on her first report.

10.) Laura Mayton, CFO:

On vacation. Written report provided.

Elsa Goodwin moved and Arch Super seconded to approve Laura's report, 5 haa, 0 puuhara, 0 pupitihara.

11.) Dion Wood, TERO Commission:

Dion would like to have a meeting with the Council regarding the WPA. He will work with Barbara on the meeting time.

He announced that there is vacancy on the TERO Commission. He would like to seek a Yreka representative and an Orleans representative.

He will be meeting with the Hoopa and Yurok TERO Directors on ongoing issues.

For the Yav Pa Anav forum there will be a consultation in DC that Dion would like to have members of the Committee attend. April, Patty, Flo and Dion are interested in attending. He would like to have authorization to send 4 more committee members. Discussion tabled to closed session.

For childcare they are still looking at re-authorization for childcare. The Feds have held three meetings this year and are changing their relationships with Tribes. The consultation is important because they are changing the way they are dealing with Tribes. He attended the State Association Childcare Meeting. The Association is having a hard time and CRIHB may be pulling out support of the program. May 8, 2014 will be a meeting.

Math and Science camps will be July 28^{th} in Yreka. Happy Camp will be July 21^{st} for two weeks. It will be two week half days.

<u>Josh Saxon moved and Jody Waddell seconded to approve Dion's report, 5 haa, 0 puuhara, 0 pupitihara.</u>

12.) Charles Seaton, KCDC:

Charles Seaton is present to review his report. He has two action items. He would like to seek approval of two action items. The Board approved the report with the correct Indirect cost proposal to restore sequestration funding with a 1.3% COLA. It is under resolution 14-R-024. It will include a COLA for all of the Head Start employees.

<u>Josh Saxon moved and Arch Super seconded to approve resolution 14-R-024, 5 haa, 0 puuhara, 0 pupitihara.</u>

Patty then presented her administrative report. There is a Head Start review meeting at 9am on Monday, April 28th. Patty noted that this is a different process so she is unsure how it is going to be handled.

Josh Saxon moved and Arch Super seconded to approve the annual head start report, 5 haa, 0 puuhara, 0 pupitihara.

Charles then went on to review his report. He summarized the KCDC various reports. HCCC is operating good. Victoria is having a job fair on May 7th at the HCHS. She has various activities taking place. He is recruiting for a Smoke Shop Manager at Amkuuf.

Amkuuf won a \$1,000 from Senaca. The employees won \$500 and a customer won \$1,000. The Amkuuf needs to have upgraded electrical service.

Lester provided funding for certification for the NVYS provider.

Office space is an ongoing issue and to also seems to be an organizational wide issue.

He went on to discuss options of economic development and competing in ATNI members and link to the Tribal website to obtain contracting abilities.

<u>Jody Waddell moved and Josh Saxon seconded to approve Charles' report, 5 haa, 0 puuhara, 0 pupitihara.</u>

13.)Le Loni Colegrove, HR Manager:

Le Loni is present to review her report. She updated the Council and the audience on the recent hires for the Tribe.

She reported that she is continually working with Directors and Managers to have background checks and fingerprinting are compliant. She met with Siskiyou County to determine an expedited process for processing of live scans. She will look into this further and determine if it will work for the Tribe.

She continually works with Directors and Managers with policy reviews, PAN's, reunion planning, position descriptions, etc. She will also be attending the Planning Meeting to discuss some issues.

Arch noted that the Dentists were going to be interviewed right away and Le Loni noted that she has been making contact with the dentists to ensure coverage. Le Loni is working with the scheduling of the providers and Lessie which seems to tentatively be allowable for May 7-8, 2014. Buster noted that this is a big service to the Membership and they have been without a dentist for a bit.

Josh asked for an updated version of the organizational chart. Le Loni noted that she is working on an overall chart.

Josh Saxon moved and Bud Johnson seconded to approve Le Loni's report, 5 haa, 0 puuhara, 0 pupitihara.

14.) April Attebury, Tribal Court Administrator:

April is present to seek approval of an amendment (1) with a contractor 11-C-036. She continued to pay a contractor after the date of expiration. She takes full responsibility for this oversight.

Elsa Goodwin moved and Jody Waddell seconded to approve amendment (1) to contract 11-C-036, 5 haa, 0 puuhara, 0 pupitihara.

April then presented contract 14-C-064 with the Quartz Valley Indian Reservation ICWA program to provide community based parent classes for Karuk Families through the PSSF and Title IV-B funding.

Josh asked how come the contract wasn't between the person but the QVIR. April noted that it is open to the community and there will be other Natives attending and that Tribe is providing some in-kind resources.

Arch Super moved and Elsa Goodwin seconded to approve contract 14-C-064, 5 haa, 0 puuhara, 0 pupitihara.

April noted that both Mayme and Luke were going to be attending training to provide the services and they train them as well. Elsa inquired if April works with TANF because they provide this

service. April noted that the training is slightly different. Some of the ICW cases are court ordered for parenting classes so this will provide another option.

The DV services program. There were activities that were done for awareness of Sexual Assault Awareness is the month of April.

Buster noted that there are some questions on the budgeting. April reviewed her budgeting and the lack of it being spent. Buster asked about the plan. April explained that she worked on a MOU with KTHA for a transitional house and once that is in place then it can begin to open. Josh asked if the house could be purchased. April explained that due to the delay it will be for furnishings. A house manager must be hired. Vehicles have already been purchased.

April noted that there is a Tribal/State forum. This committee has now become mandated and there needs to be actual appointments by the Tribal Council of the staff.

Elsa Goodwin moved and Bud Johnson seconded to approve April's report, 5 haa, 0 puuhara, 0 pupitihara.

15.) Daniel Goodwin, Maintenance Supervisor:

Not present, Fred's report attached.

Arch Super moved and Elsa Goodwin seconded to approve Daniel's report, 5 haa, 0 puuhara, 0 pupitihara.

Requests:

1.) Flo Lopez and Sammi Offield, Election Committee:

Flo is present to seek approval of the Election Committee to travel to Las Vegas, NV July 16-17, 2014. There is one person that isn't included which has elected not to attend. The Council wanted to table it to closed session. Flo commented that the Election Committee has new members that have not been on training to date and they are very beneficial for the Committee. There is extensive work that needs done on the Ordinance.

Phone Votes:

- 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.

Closed Session:

Informational: Tribal Council held closed session 2:00 – 2:40pm.

Arch Super moved and Josh Saxon seconded to approve resolution 14-R-034, 5 haa, 0 puuhara, 0 pupitihara.

Bud Johnson moved an Arch Super seconded to approve resolution 14-R-035, 5 haa, 0 puuhara, 0 pupitihara.

<u>Informational:</u> the Enrollment Committee provided revised language regarding blood quantum for the Tribal Council to review.

Consensus: discussion regarding TM#SL will be added to the Thursday Planning Meeting.

Consensus: Compliance Specialist will attempt to contact the language equipment agreement persons and discuss the need to update equipment, and then review breach of contracts.

Arch Super moved and Elsa Goodwin seconded to approve resolution 14-R-026, 5 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin moved and Josh Saxon seconded to approve resolution 14-R-027, 5 haa, 0 puuhara, 0 pupitihara.

Arch Super moved and Josh Saxon seconded to approve resolution 14-R-028, 5 haa, 0 puuhara, 0 pupitihara.

Consensus: Planning Meeting will be moved up to 9am.

Consensus: to hold purchase of software for clarification on confidentiality and procurement documentation.

Request: to have security reports as identified be sent to the appropriate director in a timelier manner.

Consensus: to deny loan request to Tribal Member #LP.

Josh Saxon moved and Jody Waddell seconded to deny the Election Committee travel and to work with Stephanie Dolan on their ordinance, 4 haa, 0 puuhara, 0 pupitihara.

Informational: updates to the Tribal Council Planning session agenda will be done.

Council Directive – Compliance Officer put HIP program on hold.

Josh Saxon moved and Jody Waddell seconded to provide \$500 to #SA if it is determined to be on the Karuk roll, 4 haa, 0 puuhara, 0 pupitihara.

Arch left the meeting at 8:30pm

Monthly Employee Raffle: Alma Bryant was drawn.

Council Directive: no checks shall be issued from the Tribes finance office for #JR or #AD until final closure on the issue is resolved.

<u>Jody Waddell moved and Josh Saxon seconded to approval issuing Alma Bryant a tribal VISA with a limit of \$2,500, 4 haa, 0 puuhara, 0 pupitihara.</u>

Bud Johnson moved and Jody Waddell seconded to cover the change fees to fly Buster home during a family emergency, 4 haa, 0 puuhara, 0 pupitihara.

Next Meeting Date: May 22, 2014 at 3pm in Happy Camp, CA.

Bud Johnson moved and Jody Waddell seconded to adjourn at 9:57pm, 5 haa, 0 puuhara, 0 pupitihara.
Respectfully Submitted,
Russell "Buster" Attebery, Chairman
Recording Secretary, Barbara Snider

Karuk Community Health Clinic

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





Administrative Office

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Karuk Dental Clinic 64236 Second Avenue Post Office Box 1016

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		REQUE	ST FOR CONTRACT/ MOU/ AGREEME	
Check One:		Contract MOU Agreement Amendment	Karuk Tribe Number Assigned: Funder/Agency Assigned: Prior Amendment:	14-A-044
REQU	IRED 🗲		es List System Attached (CONTRACTS O	
Requestor:		Eric Cutright	Date:	March 14, 2014
Department/Prog	ram:		Orleans Broadband Project	
Name of Contrac	tor or Pa	arties:	Karuk Tribe Housing Authority	
Effective Dates (l	From/To):	October 1, 2013	September 30, 2038
Amount of Origin Amount of Modif Total Amount:			\$0 \$0	
Funding Source:				
Special Condition By waiving the m RUS Community	arket va	lue of rent on this	lease of \$3750 per month, this lease can be us	ed as an in-kind match for the UDSA
Brief Description	of Purp	ose:		
			r site in Orleans, which is owned by KTHA et and to conduct telecomunication operation	
Requestor **Chief Financial **Director, Admi	A W Officer M nistrativ	e Programs & Con	<u> </u>	3/14/14 Date 5-5-2014 Date 3/21/14 Date 3/21/14
Other			Request for Contract/MOU/Agreement	Date

Updated October 25, 2012
This amended version supersedes all previous versions.

Karuk Community Health Clinic

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Karuk Dental Clinic

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Lease Agreement Between Karuk Tribe (Agreement No. 14-A-044) And Karuk Tribe Housing Authority (Agreement No. 14-A-01)

This Lease Agreement (Lease) is hereby made by and between the Lessor, the Karuk Tribe Housing Authority, a Tribally Designated Housing Entity (TDHE), also known as KTHA and the Lessee, the Karuk Tribe (KT), for the mutual exchange of valuable consideration, the receipt of which is hereby acknowledged, on this date, the 1st day of October, 2013.

The terms of the Lease shall be as follows:

- A. The Lease is for land on which to construct a 90' communications tower, located in Orleans, California, whose street address is 15 Lower Camp Creek Rd. This Lease will give the Karuk Tribe reasonable control of the project site to construct and operate the communications tower and supporting structures. See attached diagram for lease boundary.
- B. Monthly rent payment to KTHA shall zero dollars (\$0). However, KTHA recognizes the value of rent to be one thousand dollars and zero cents (\$1,000.00) per month. The value of the rent will be used as an in-kind match for the USDA Community Connect Program. The Lessor shall cover the insurance, taxes, and maintenance of the property. Utilities and maintenance required for the operation of the communications tower shall be the responsibility of the Lessee.
- C. The term of the Lease shall be for twenty five years.
- D. The Lessee, KT, shall use the property only to operate the communications tower. KTHA shall not be responsible in any way for the operation of the communications tower and KT hereby agrees to indemnify and hold harmless KTHA for any claims or actions arising from KT operation of said communications tower.
- E. The Lessee shall not sublease and/or otherwise allow occupancy of the premises.

- F. Lessee shall maintain the property in good condition during the continuance of this agreement and shall neither cause nor allow any abuse of the land therein, and upon the termination or expiration thereof shall redeliver the property in as good condition as at the commencement of the term or as may be put in during the term, reasonable wear and tear from use and obsolescence accepted. Any construction on the premises must be approved in advance in writing by the Lessor, KTHA.
- G. This Lease constitutes the entire agreement between the parties and any modification of this Lease shall be binding only if evidenced in writing, signed by an authorized representative of KT and KTHA. Either party may terminate this Lease at any time with cause only if a breach of contract has occurred and is incurable.
- H. This Lease is not intended nor shall it be so interpreted to be a waiver of sovereign immunity of the Tribe or the Housing Authority, or their employees, officials and agents. Nothing in this Lease shall subject or limit the sovereign rights of the Karuk Tribe.
- I. This Lease and its provisions shall be interpreted according to the laws of the Karuk Tribe and applicable Federal laws and regulations.

In witness, each party to this Lease Agreement has caused it to be executed in Happy Camp, California on the date indicated below. The KTHA and the KT warrants and certifies that it possesses the legal authority to enter into this Lease.

Name: Russell Attebery
Title: Chairman
Karuk Tribe (Lessee)

Name: Scott Quinn
Title: Chairman
Karuk Tribe Housing Authority (Lessor)

This Lease is hereby signed and dated:



April Attebury, Administrator Judicial System and Programs

Report

For Council Meeting on May 22, 2014 Reporting Period : April 25th, 2014 to May 22, 2014

Grant: CTAS 2011 –TW-AX-0013-DOJ/OVAW Grants to Indian Tribal Governments Program **Project Title:** Pikyav DV Services Program "Promoting Healthy Relationships & Peaceful Homes"

Goal: To decrease the number of violent crimes, (domestic violence, dating violence, stalking or sexual assault) committed against Indian Women and girls.

Objectives: (1) To increase access to and availability of culturally-appropriate services for Indian Women and adolescent girls who are victims of crimes (2) To increase the culturally-relevant outreach and awareness activities provided to the Tribal Community

Deliverables:

Tasks One-Five- Completed Months 1-24 of the Grant Period

- 1. Establish Office with dedicated computers, printers internet services, satellite phone in area without cell phone coverage
- 2. Develop uniform forms, policies and procedures, updated resource binders for each access center
- 3. Train Staff/Women's Advisory and Volunteer Advocates-provide access to culturally appropriate victim advocate training
- 4. Conduct Surveys to assess culturally sensitive interventions for victims
- 5. Implement a D.V Services Program

Task Six-Nine —Ongoing

- 6. Improve access to courts, coordinate with tribal and local judges,
 - a. Tribal /State Court Forum
 - b. Northern California Tribal Court Coalition
 - i. Meet with Tribal and State Court judges to conduct training, develop protocols and cross-jurisdictional recognition/enforcement
- 7. Coordinate with local/tribal law enforcement
 - a. DA Round Table in Humboldt County
 - i. Meet with Trial and state law enforcement regularly
- 8. Meet regularly with stakeholders' to assess system delivery gabs, coordinate activities
 - a. Pikyav Womens Advisory
 - b. ITWAN
 - c. Yav Pa Anav
 - d. DA Round Table
 - e. Northern California Tribal Court Coalition(NCTCC)
 - f. Siskiyou County Domestic Violence and Crisis Center
- 9. Conduct community outreach and education

Achieved Activities during this report period:

Tanya Busby Administrative Assistant / Pikyav Program Coordinator Leslie Moore, DV Services Specialist

Pikyav DV Services Program brings awareness to Sexual Assault Awareness Month and April 23, 2014 was Denim Day.

Why Denim Day in Indian Country?

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.

Our teen dance in Yreka on April 18, 2014 we provided education and awareness to Sexual Assault.

Meetings -

May 13 / Yav Pa Anav – Happy Camp May 14 / IS700 training and test

Atcivities-

April 18 / Teen Dance in Yreka

April 23 / went for overnight retreat to Marble Mountain Ranch with HCHS Students involved in the "Every 15 Minutes" Event put on by CHP, HCHS and Karuk Tribe.

April 24 / Attended and participated in Assembly at the Happy Camp High School May 3 / Big Bucks Bingo fundraiser was held by the Pikyav Advisory Committee

Groups-

HS groups boys and girls – HCHS Elementary School girls groups – Orleans and HC Elementary Women's Talking Circle – Happy Camp

Pikyav DV services-8 clients

LAC-4

Transports – 4
Court Accompaniment – 2
Restraining Orders filed and granted – 1
Emergency services (vouchers) – 7

Grant: CTAS 2012 –TW-AX-0023-DOJ/OVAW Grants to Indian Tribal Governments Program

Project Title: Pikyav Transitional Housing Program

Goal: To decrease the number of violent crimes, (domestic violence, dating violence, stalking or sexual assault) committed against Indian Women and girls.

Objectives: To provide Transitional Housing assistance for victims' of domestic violence, dating violence, sexual assault or stalking

Deliverables:

Tasks:

- 1. Develop operational plan(budget-utilities, supplies, house guidelines, application process policies and procedures for transitional house
 - a. Draft operational plan has been developed with assistance from KCDC
 - b. Draft application process, policies and procedures have been developed in consultation with stakeholders
- 2. Purchase two vehicles for the Pikyav Program to utilize in assisting the victims and their families to get to needed services, court, meetings, support groups etc..,
 - a. Two vehicles purchased. One for Happy Camp and One for Yreka
- 3. Continued recruitment and training of community members interested in becoming a member of the Pikyav Advisory Committee or serving as a volunteer for the program
- 4. Hire a house manager/advocate(job description, recruitment, training of new staff)
- 5. Plan and implement 40hr Native American focused Domestic Violence Advocacy training per year in partnership with stakeholder.

Achieved during report period:

Meetings were held, emails, phone calls with KTHA regarding the MOU with KTHA and Pikyav for the Transitional House.

Tanya Busby attended the May KTHA Board Meeting to field questions pertaining to the project as I was out on leave do to a family emergency.

Expenditure/ Progress Chart – separate chart required for each grant

Program	Code	Total Budget	Expensed to date	Balance	% Expended
2011-Grant					
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2011 to 9/30/2014	36	31	5		Yes
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
06/30/2014	no		04/30/2014	Yes	
Comments:					

Expenditure/ Progress Chart – separate chart required for each grant

Program	Code	Total Budget	Expensed to date	Balance	% Expended
2012-Grant					
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/01/2012- 9/30/2015	18				Υ
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
06/30/2014	No				
Comments:					

Expenditure/ Progress Chart – separate chart required for each grant

			Expensed		%
Program	Code	Total Budget	to date	Balance	Expended
FV Grant					
	Total	Month # for	# Months		Extension
Term Dates	Months	report period	Remaining	% Completed.	Option Y/N
			Fiscal		
Progress Report Due		Date	Report Due		Date
Date	Completed?	Completed.	Date	Completed?	Completed.
Date	completeu:	Completed:	Date	Completed:	compicted.
06/30/2014	No				
Comments:					

Karuk Department of Tribal Lands Management May 22, 2014 Council Report

Scott Quinn – Director April 17, 2014 to May 15, 2014

1. Land

- **A.** Escrow has closed on the Sharps Road Property in Yreka.
- **B.** We completed negotiations and are in Escrow for the Tishaniik Property so I have been reviewing the Preliminary Title Report and associated recorded documents.
- **C.** On 4/23/2014 I met with the appraiser to appraise the old Rustic Inn Property. The property appraised at \$95,000. Thank-you to the Maintenance crew for cleaning up a lot of the debris.
- **D.** On 5/1/14 I reviewed the Draft KR RV Park Feasibility Study and met with Sammi Offield and Mike Nelson with LACO Associates.
- **E.** I reviewed the Siskiyou County Tax sale.
- **F.** I reviewed 2 KTHA Environmental Review Reports for projects to serve low income tribal members.

2. OTHER CASINO

- **A.** I participated with staff in reviewing and commenting on proposed changes to the NE Trades Union PLA including conference calls regarding those recommended changes.
- **B.** I reviewed/summarized/and commented on the City of Yreka PACE Water and Wastewater Evaluations as part of the IGA process.
- **C.** On 4/30/14 I participated in a conference call with the City of Yreka to negotiate the Casino IGA.
- **D.** I reviewed and commented on the proposed Siskiyou County IGA's.
- **E.** On 5/5/2014 I met with the Earl Crosby and Kevin Wilder with the DNR Watershed crew to do a casino site visit and discuss his crew removing the vegetation and possibly grading this summer.
- **F.** I'be been in discussions with our traffic Engineer.
- **G.** I've been in discussions with our Wetlands Consultant.

3. OTHER

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

4. APPROVALS

A. Travel – DOI Land Buy-Back Program, Portland, OR May 28th-30th, 2014.

KARUK TRIBE

Karuk Tribal TANF Program May 2014 Monthly Report

Program Report Summary April 2014

Active Clients (Program Totals) Report:

Currently serving 75 clients (See attachment (A)) – KTTP-Active Cases as of 03/20/2014)

Served by Site

```
Currently serving <u>07</u> Clients at the Orleans Office
Currently serving <u>16</u> Clients at the Happy Camp Office
Currently serving <u>52</u> Clients at the Yreka Office
```

Families Served

```
Currently serving 25 Child only families
Currently serving 35 1-parent families
Currently serving 15 2-parent families
```

Work Participation Rate Report (WPR):

```
WPR = 25.00% - (See attachment (B)) - KTTP - WPR - Orleans - Monthly Summary for 02/2014)
WPR = 14.29% - (See attachment (B)) - KTTP - WPR - Happy Camp - Monthly Summary for 02/2014)
WPR = 63.33% - (See attachment (B)) - KTTP - WPR - Yreka - Monthly Summary for 02/2014)
```

Work Participation Rate for February 2014 was 51.22%.

Council Approval Request(s)

None

Council Information

```
(Attachment (C)) Native Employment Works Report
(Attachment (D)) LIAP/GA/CSD Report and LIAP Committee Meeting Minutes dtd 04/16/2014
```

KARUK TRIBE

Karuk Tribal TANF Program May 2014 Monthly Report

Program Report

Executive Director's Comments:

Staffing:

Yreka - Currently working with Child & Family Services program, to complete the MOA.

Office Space -

Orleans

Maintenance will be renovating the section that was on the drawing from the April Report 2014 sometime in June.

Happy Camp

The search continues.

YREKA

Continuing to negotiate

Appeals, Complaints and Grievances

None

Case Management -

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.

A 100% audit-is in progress.

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

February 2014

Youth Activities

Will update the outcomes when activity completes.

KARUK TRIBE

Karuk Tribal TANF Program May 2014 Monthly Report

TANF Father/Motherhood Training

Classes currently running in Happy Camp, Orleans and Yreka

Submitted By:

TANF Executive Director

Karuk Tribal TANF Program

Active Cases as of 05/14/2014

Orleans TANF Office Total number of Child Only/Non-Needy families 3 Total number of One Parent families Total number of Two Parent families Total number of cases is **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 16 Yreka TANF Office Total number of Child Only/Non-Needy families 14 Total number of One Parent families 25 Total number of Two Parent families 13 Total number of cases is 52 Total number of Child only cases program wide is 25 Total number of 1-Parent cases program wide is 35 Total number of 2-Parent cases program wide is 15 Total number of cases program wide is 75

WPR - Monthly Summary for 4 / 2014 Orleans TANF Office

Type of Family for Work Participation

One parent families	4
Two parent families	0
Child Only Family	3
Total Cases Reported for this Period	7

Work Participation for All Families

Cases that did the hours required	1
Cases required to work	4
Work Participation Rate	25.00 %
2012 Work Participation	Rate is 30%

Client TANF Payments

Total Payments	\$4,373.00
rotar raymonto	Ψ1,010.00

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	0
056 - Vocational Education Training	1
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

Current Case Load by Site

Humboldt County	6
Siskiyou County	59
*Total Ca	ses: 65

IMIRANDA	19
KKING	7
LAUBREY	16
MCHARLES	20
RBAILEY	4

Karuk Tribal TANF Program WPR - Monthly Summary for 4 / 2014 Happy Camp TANF Office

Type of Family for Work Participation

One parent families	5
	0
Two parent families	2
Child Only Family	8
Total Cases Reported for this Period	15

Work Participation for All Families

Cases that did the hours required	1
Cases required to work	7
Work Participation Rate	14.29 %
2012 Work Participation	Rate is 30%

Client TANF Payments

Total Payments	\$9,856.00
----------------	------------

Number of Clients Participating by Activity Type

049 - Unsubsidized employment	1
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	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

Current Case Load by Site

Sickiyou County	
Siskiyou County	59
*Total Cas	es: 65

IMIRANDA	19
KKING	7
LAUBREY	16
MCHARLES	20
RBAILEY	4

Karuk Tribal TANF Program WPR - Monthly Summary for 4 / 2014 Yreka TANF Office

Type of Family for Work Participation

One parent families	21
Two parent families	10
Child Only Family	13
Total Cases Reported for this Period	44

Work Participation for All Families

Cases that did the hours required	19
Cases required to work	30
Work Participation Rate	63.33 %
2012 Work Participation	Rate is 30%

Client TANF Payments

Total Payments	\$28,814.53
----------------	-------------

Number of Clients Participating by Activity Type

049 - Unsubsidized employment	11
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	1
054 - Job Search - Job Readiness	0
055 - Community Service Programs	1
056 - Vocational Education Training	1
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	18

Current Case Load by Site

umboldt County	6
skiyou County	59
*Total (Cases: 65
*Total (Cases: (

IMIRANDA	19
KKING	7
LAUBREY	16
MCHARLES	20
RBAILEY	4

Karuk Tribal TANF Program WPR - Monthly Summary for 4 / 2014

Type of Family for Work Participation

One parent families	30
Two parent families	12
Child Only Family	24
Total Cases Reported for this Period	66

Work Participation for All Families

Cases that did the hours required	21
Cases required to work	41
Work Participation Rate	51.22 %
2013 Work Participation Rate is 30%	

Client TANF Payments

Total Cash Assistance Payments \$43,043.53

Number of Clients Participating by Activity Type

049 - Unsubsidized employment	12
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	1
054 - Job Search - Job Readiness	0
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	18

Current Case Load by County

-
59
ases: 65
ses

IMIRANDA	19	
KKING	7	
LAUBREY	16	
MCHARLES	20	
RBAILEY	4	

NATIVE EMPLOYMENT WORKS (NEW) PROGRAM REPORT

NATIVE EMPLOYMENT WO	ORKS (NEW) PROGRAM REPORT			
Grantee: Karuk Tribe	Period covered by this report: July 1, 20/3 - June 30, 20/4			
PART 2 - STATISTICAL REPORT - April 2014				
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 u during this report period (Items $B + C + D$ +	nder the NEW program			
supportive or job retention service as part of the	Characteristic F. TANF recipients G. BIA General Assistance recipients H. High school graduates, GED, or higher/college/post-secondary education			
K. Work experience/exposure L. Job search/job placement M. Other training/education/ employment/work activities (List these activities below.) Job Readiness The Retention	P. Medical/optical/dental services Q. Counseling R. Child care services S. Other supportive and job retention services (List these services below.) Wages			
	this outcome at any time during this report period, while ch client who achieved this outcome at any time during within 90 days after leaving the NEW program. Number ccessfully completed 1 or more NEW training/ities covered under items I, J, K, L, and M) ool diploma or GED dized employment, by any means			

Low Income Assistance Programs

For the month of April, 2014

GA (General Assistance)

- The GA Program has served a total of 12 applicants.
- GA has provided 13 essential needs requests. (Shelter Vouchers: 4, Clothing Vouchers: 3, Food Vouchers: 6)
- Burial Requests: 1 Emergency/Disaster Requests: 0
- 6 of these applicants were between the ages of 18-35.
- 4 of these applicants were between the ages of 36-54.
- 2 of these applicants were aged 55 and older.
- 9 of the applicants had a family size of 1 (single).
- 2 of the applicants had a family size of 2.
- 1 applicant had a family size of 3 or more.

LIHEAP (Low Income Home Energy Assistance Program)

- The LIHEAP Program has served a total of 5 applicants.
- All 5 applicants received Electricity Assistance.
- 4 applicants had a family size of 1 (single).
- 1 applicant had a family size of 3 or more.
- 1 applicant was between the age of 18-29.
- 1 applicant was between the age of 30-50.
- 3 applicants were age 50 and higher.

CSD (Community Services and Development Fund)

- The CSD Program has served a total of 21 applicants.
- 15 applicants were enrolled Karuk tribal Members.
- 6 applicants were Enrolled Karuk Tribal Descendants.
- Food Assistance: 12
- Shelter Assistance: 3
- Clothing Assistance: 1
- Energy Assistance: 5
- Other / Special Needs Request: 1

GAWEP (General Assistance Work Experience Program)

- For the month of April, we had 6 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, and education or self-help programs. Participants must volunteer a minimum of 18 hours every two weeks with verifiable 4 work searches. Signatures must be obtained for all duties to receive compensation.

Adult Care Services Program

- We have assisted 3 elders with Adult Care Assistance for the month of April. All elders receive assistance with household chores, duties they can no longer perform as well as non-medical personal care.
- We will be working to update the policies and procedures for this program.

LIAP Committee

- The LIAP Committee assisted 2 applicants for the month of April.
- The LIAP Committee meets once a month on the second Wednesday with a total of 6 committee members. (2 council members, 1 KTHA delegate, 1 Health Program delegate, 1 Tribal TANF delegate, and the LIAP Coordinator)
- The LIAP Committee meeting minutes for the month of April are attached to this report.

Karuk Community Health Clinic

Karuk Tribe

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



Administrative Office

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

Karuk Dental Clini 64236 Second Avenu

Post Office Box 101 Happy Camp, CA 9603 Phone: (530) 493-220

Fax: (530) 493-536

LIAP COMMITTEE MEETING MINUTES

Karuk Tribe of California

From April 16, 2014

1:30 PM – Administration Building (Fishbowl)

Committee Members:

Present: Russell Attebery, Anna Myers, Ashley King, Lester Alford and Michelle Spence

Absent: Crispen McAllister Quorum established: Yes

Others Present: Michael Thom stepped in for Crispen McAllister

Proceedings:

Meeting called to order at 1:35 PM by Russell Attebery

Michelle Spence read the mission statement.

Anna Myers motioned and Lester Alford seconded to approve the agenda

6 Haa 0 Puuhara 0 Puupitihara

Tabled the minutes from May 9, 2013

6 Haa 0 Puuhara 0 Puupitihara

Guest/Staff:

Michael Thom, Council Vice Chairman

Old Business:

- 1. HIP project/update for tribal member # 113, he will be getting a stick built home.
- 2. HIP Program, current applicants, policies and procedures. Michelle will get Buster a list of "Vital Statistics".
- 3. Discussed electrical service (power pole installation) for tribal member #1526, Michelle will check to see if this member has applied for HIP.

New Business:

- 1. LIHEAP funds are depleted, no funding was set aside for cooling. LIAP usually sets aside 10-15% for heating/cooling for after the winter month for cold spells to come. As far as cooling goes and additional applicants needing energy assistance, we can request the use of discretionary funds.
- 2. Adult Care Services Program. Michelle will be revising the current Policies and Procedures, will bring it to the LIAP Committee for approval. Once approved by the committee, it will need Council approval.
- 3. Lester mentioned that there is no approval needed from ACF for Michelle to use the TAS Software, he will just need Council Approval.

Informational Items/Request

1. Meetings will be scheduled for the second Wednesday of every month from now on, the LIAP Committee agrees this day works best for our schedules.

Closed Session

- 1. Pest Control Services for tribal member # 2227 is a concerning health issue for this elder. CSD can assist with up to \$125.00 as a special needs request. Michael Thom referred this item to the Karuk Tribal Council, Third Party Discretionary Funds.
- 2. Tribal Member # 2220 was approved for \$72.77 in propane assistance, and will be added to her current debt amount-APPROVED 6 Haa 0 Puuhara 0 Puupitihara
- 3. Housing Assistance for Tribal Member #322 in amount of \$250.00-APPROVED 6 Haa 0 Puuhara 0 Puupitihara
- 4. Electrical Services repair for Tribal Member # 1983 in the amount of \$300.00-APPROVED 6 Haa 0 Puuhara 0 Puupitihara

Set Date for Next Meeting: May 14, 2014 at 1:30 PM

Lester motioned and Michelle seconded to adjourn the meeting at 2:37 PM

Minutes Submitted by Michelle Spence.

Department of Natural Resources

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



Administrative Office

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

Orleans Medical Clinic

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

DEPARTMENT OF NATURAL RESOURCES TRIBAL COUNCIL REPORT May 2014

Please accept the following information as the Department of Natural Resources written report for the upcoming Tribal Council Meeting on May 22, 2014.

Bill Tripp Deputy Director of Eco-Cultural Revitalization May 14, 2014

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. Fire Adapted Communities and Fire Learning Network activities are progressing. I have been spending a lot of time working with MKWC to complete the plan for the Western Klamath Restoration Partnership. The final meeting of the open standards process is taking place on May 20 and 21st. The Facilitators have ensured us that they will stay engaged with the group as long as we wish to have their assistance. I have Received word that the FAC grant may increase to \$20 thousand dollars in June, but will know more after our annual in-person face to face meeting next month. The meeting time and location have been selected so as to facilitate attendance by Will Harling and myself for the annual planning sessions of both the Fire Adapted Community Pilots, and the Fire Learning Network annual Plans. The National Action Plan for the Cohesive Strategy for Wildland Fire Management has been finalized and implementation of the Strategy is underway.

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 have done partial reviews on the Fire Management Policy analysis being done by Sibyl Diver, and the TEK study being done by Kari Norgaard. These reviews are requiring more time than I can allocate so I have differed now requests to serve on research review committees to Lisa Hillman when they relate specifically to the Food Security Project to reduce my review workload, while maintaining engaged in an advisory capacity. We got a shed for the community garden in Orleans with assistance from the CSD grant and are working with MKWC and the food crews during volunteer workdays to install water and storage for the community garden components being managed by MKWC.

Fire and Fuels Management Program

All fuels crew activities have been shut down until such time the new positions can be hired to manage the program. Adequate supervision, oversight, work quality and accountability cannot be achieved without these positions in place. The Fire and Fuels Operations Specialist has confirmed a May 26th start date, and we are waiting to hear as to if the person offered the position of Fire Management Officer will accept the position. Hope to hear soon as we will need to expand outreach if this position is not filled.

The scope and scale of workload is going to increase exponentially over the next few years and I cannot stress the importance enough that everything must go smooth or we will not succeed in the path laid before us. We need to standardize our intergovernmental relationships, and work to address indirect shortfalls, ensure timely and accurate fiscal management, and have diligent supervisory capacities to manage efficient and effective workforce operations. Now is the time to prove we can be an effective force in the future assumption of federal fire and fuels management programs under the Cohesive Strategy for Wildland Fire Management.

Workforce housing in Happy Camp and Orleans/Somes Bar areas will be essential in being able to treat an appropriate amount of acres in a timely manner. I have been researching options, such as FEMA trailers, but to reach resolution on the issue, a larger effort beyond the scope of my current attempts will be needed.

Karuk Tribal Council Meeting

Lisa Hillman Food Security Program Coordinator

Please note information/activities are for the period of: 04/18/2014 through 05/14/2014. Action Items: I have no action items to report this month.

This month I have been very busy completing a litany of reports and budget proposals/justifications for the USDA Food Security Grant for FY 2015. I have attached the second report due this month, which is the Continuation Application that will be merged with those of the other seven agencies collaborating on this project. Plans for designing a community based mapping workshop and a youth camp focusing on Native plant specimen identification and preserving are underway. I have been working with folks from UC Berkeley on drafting an agenda for the last part of July. Work with undergraduate Nicole Wong on her research paper, Revitalizing Karuk Tribe Food Sovereignty: The Environmental Health Challenges of Traditional Food Removal and Potential Program and Policy Solutions, have proven to have been valuable as she has been able to identify concrete partial solutions to barriers preventing Native Foods from being used in school kitchens. Additionally, her suggestions for the Farm to School Program will be beneficial to designing a model appropriate for our local schools. May 14, 2014 was the final GIS training date. With the approval of both Lester Alford and William Tripp, I will begin online training in PowerPoint to improve my skills in this area to meet the needs of my program for presentations and outreach. Together with Jaclyn Goodwin, Self-Governance Coordinator, we have been reviewing a Joint Venture Agreement with the US Forest Service and the Food Security Project to provide funding for Cultural Practitioners to work with Dr. Frank Lake and doctoral student Colleen Rossier on cultural resources. There are some concerns about the level of

government to government relations reflected in the draft, and the topic was broached at the Summit Meeting with the Forest Service in Happy Camp on May 14, 2014. More information on this agreement may be forthcoming.

The Bio Technicians have been working on Eel traps for the upcoming season. We were happy to be able to provide freshly roasted eel at our last Seasonal Youth Camp, held on April 25-25 in Orleans. There were 230 participants at the workshop, with Klamath Tribal youth participating from Chiloquin, and Karuk tribal descendants from Fortuna. Our topics focused on salmon, eels, and basket materials. For more information, see the Continuation Report below.

Annual USDA Continuation Report: Karuk Tribe

Clearly, the USDA Food Security Grant is continuing its development and refinement. Through almost daily collaboration with the Project Leads and Co-PDs of other agencies, the Karuk Tribe has extended and improved its project scope. It is with great appreciation to these partnering organizations that the Karuk Tribe's goals of meeting the needs of our own tribal community, as well as the non-tribal communities located in our Service Area, have been favorably advanced.

Principal for the Karuk Tribe is as follows: William Tripp, Deputy Director of Eco-Cultural Revitalization and Karuk Co-Project Director (530) 627-3446 btripp@karuk.us

Our mutual Memorandum of Understanding with the Karuk Tribe's Temporary Aid to Needy Families (TANF), signed and approved in December 2013, has proven already to be of the utmost benefit. By funding a .5 FTE Project Coordinator, we have been able to keep up with our manifold objective goals, events, and activities. Monthly meetings with TANF have been productive, and the reciprocity between the Food Security Project and TANF driven programs invaluable. TANF involvement in our activities is finding increasing participation and support.

Below you will find a brief summary of the Food Security Project activities and accomplishments, not only for the objectives for which we have been designated the Lead Organization, but also for some of those objectives in which the Karuk Tribe plays a major role through its tribal oversight or collaborative roles. Inter-tribal and collaborative meetings are not listed: the Project Leads have participated in over 120 meetings and conference calls since December, 2013.

Activities and Accomplishments:

Objective 1: Annual Management Team meetings. The DNR hosted the AFRI Annual Meeting again this year March 24-25. The program included reports from each of the advisory committees, i.e. Integration, Community Engagement and Outreach, and Evaluation and Reporting Committees, that convene monthly via conference call. In

addition, the Karuk Tribe presented efforts and events. Five year plans that were discussed have been integrated into this report.

Objective 3: Develop and follow 5 year Management Plan and annual work plans. We have updated plans for seven objectives, for which the Karuk Tribe is a designated Lead or Co-Lead Organization. In addition, the Karuk Tribe has been working extensively with other agencies on programs for which the Tribe provides oversight and programmatic direction. More detail for these projects follow.

Objective 4: Evaluate progress, measure impact & reporting. Through conference call discussion, feedback from UC Berkeley, personal research and experience, and trial and error, we have developed an evaluation strategy for objectives for which the Karuk Tribe is responsible. A registration form is required at all events and for most activities, from which we can gain demographic and contact information. For event-based objectives, we have moved away from a pre- and post-event questionnaire to a consolidated post-event survey which invites participants to self-evaluate their pre- and post-knowledge of the event content. The point had been made at our 2014 AFRI-Annual Meeting that oftentimes participants are more confident of what they had or hadn't known about a particular subject after the matter had been explored during an event. Furthermore, the follow up survey requesting information regarding change of behavior and condition via Survey Monkey has been discontinued due to extremely poor response: merely ca. 5% of event participants answered the follow up survey.

Survey Monkey was used, nevertheless, with some success with the Sípnuuk Library Advisory Committee, the focus group serving as a cross-community advisor to Obj. 39: Establish a Regional Food Security Library. Response from all ten members, however, was only secured through additional hard copies of the initial questionnaire distributed at our first monthly meeting. Additionally, a hard-copy questionnaire on community needs for a digital library was distributed at an Orleans community meeting called "A River Runs Through Us." As the library component of the Karuk Food Security Project is yet in its developmental stage, we will be able to better assess the needs of the communities and evaluate our project in more detail this upcoming funding period.

Upon the feedback given to an Evaluation and Assessment Presentation given at the 2014 Annual AFRI meeting, the Karuk Tribe has opted to design a checklist to ensure that an equitable focus group of face-to-face responses on information retention and change of behavior is developed. Additionally, we will include questions on our registration forms such as, "Have you attended any of our past events. If so, which ones. Please tell us if you have used any knowledge gained, how, and if not, why."

With existing survey forms, we have constructed spreadsheets to facilitate reporting requirements. Finally, with templates provided from Dr. Frank Lake and input from the Karuk Director of Natural Resources and the Karuk Deputy Director of Eco-Cultural Revitalization, the Food Security Project Coordinator has proposed an assessment form that SFSU will use to develop an application for IPods for use with GPS units to assist the Food Crews and volunteers with inputting needed data for food system, orchard,

garden, and site assessments. The app is currently being uploaded onto IPods and IPads (9) by SFSU and gifted to the Food Security Project for use in its programs.

Assessment and evaluation of the Food Crew's activities will unfold as their activities accumulate. Since their starting date of March 15, they have attended 13 trainings/events/activities/webinars: Orientation, Native Foods Workshops (2), GPS-, Emergency Response Certificate-(ICS 100 and 700), Food Handler's Certificate-, and IPod-training, GIS seminar (5), and Seasonal Youth Camp. Their informal evaluations of these trainings have been mixed, from "highly informative" to "marginally useful."

Objective 7: Develop outreach & publicity plan. Again, this is an objective collectively pursued and discussed during our monthly conference calls with all the seven AFRI collaborators. The Karuk Tribe participates actively on this committee and have benefitted from the ideas shared at this venue. Our own outreach has been achieved best to the Tribal Community through the Tribe's website (www.karuk.us), through listserv with our tribal departments, and through physical postings on local corkboards/blackboards located strategically throughout the Service Areas, local schools and Tribal Departments. By soliciting feedback on how participants learned of the events attended, we have learned that word-of-mouth and the tribal website were most effective.

Publicity for our project has been successful through regular articles and news briefs in two local papers serving Humboldt and Siskiyou Counties. So far, these venues have been appropriate for our event participation: we are at capacity for meaningful learning experiences for participants. There is thought, however, to expanding publicity to other venues in order to gather support for our efforts, and we look forward to leveraging our inter-agency collaboration to generate a wider audience to the successes of the USDA-NIFA Klamath Basin Food Security Grant.

Objective 15: 4H youth development. The Karuk Food Security Project has been collaborating with the Lead Organization, the University of California Cooperative Extension (UCCE) program and Mid Klamath Watershed Council (MKWC) to move the direction of this program away from raising animals and growing vegetables to a program that educates youth about their cultural heritage, including traditional foods and medicines.

As our area is to a very large extent tribally affiliated, these suggestions have found supporters from Margo Robbins, Indian Education Coordinator for the Klamath-Trinity Joint Unified School District (KTJUSD), Matt Malkins, KTJUSD School Principal, Jeff Morehead, Orleans Elementary After-School Program, and teachers. Jasmine Moon and Andrea Lanctot, who will be developing this new curriculum, were excited for this change and has made leaps in developing a curriculum for the program now called "Ishkêesh-tunviiv" (River Kids). Moon is a young Hupa tribal woman from a cultural practicing family in Hoopa.

We engaged Frank Lake to lead an excursion in March to find wild Injun potatoes and transfer them into the school garden. Further curriculum content will focus on traditional

medicinal plants and contemporary gardening techniques. I will work with Karuk language learners and instructors to help translate the names of the plants into Karuk.

Objective 16: Karuk Seasonal Youth Camp. The Seasonal Youth Camps have been a great success with between 40 and 50 participants at each of the four events we held this funding period. We regularly engage a number of cultural practitioners and western scientists from Yreka to Crescent City to present, speak, tell stories and recite poetry, and work with the tribal community on making food and fiber related cultural items. Most recently, participants learned how to make eel baskets, beargrass braiding, and identify and harvest basket materials.

Objective 17: K-12 Native Food System Curriculum Development. The Karuk Tribe has arranged with UCB to spearhead this objective. Margo Robbins, whose KTJUSD K-12 curriculum was funded by the Indian Land Tenure Foundation, has agreed to work with us to tailor this Indian Education Curriculum to fit the needs of the Tribe and the Food Security Project. Robbins presented her curriculum at the 2014 March Tribal Council Meeting in Happy Camp. School administrators and teachers from Siskiyou County attended the meeting, and both school administrators showed interest in implementing the curriculum into their respective schools. The Food Security Coordinator has been invited to attend the Happy Camp Elementary Teacher Conference on August 19 with the objective of informing about and soliciting support for the K-12 Curriculum objective.

We have begun developing curriculum and have piloted one lesson to the Junction Elementary School, with another two lessons in development. Further funding through the 2014 Farm to School grant was recently proposed with which we hope to garner support for our curriculum development efforts.

Objective 18: College of the Redwoods Native American Food Security Certificate Program. Extensive conferencing with Jennifer Sowerwine, the administration of the College of the Redwoods, Anita Janis, and Deborah Giraud (UCCE) have been necessary in order for all parties to agree to develop a program that befits its name. We have honed down the new courses (Biology: Traditional Medicinal Plants, Sociology: Intro to Native Food Security) and are retooling existing courses to fit the tribal perspective (Agriculture: Intro to planting methods, and Forest Ecology). Dr. Frank Lake and Max Creasy, retired US Forest Service, have agreed to work on developing a team-taught program that the Tribe can support wholeheartedly. We provide feedback, guidance, and tribal oversight to this objective on a fairly continual basis.

Objective 19: Community Gardens. The Karuk Tribe has been working with MKWC's Nancy Bailey to find support for the Native Plant Demonstration Garden/ Daryl "Day Pay" McCovey Memorial Park to lend support to this objective. Lester Alford, Chief Executive Officer of the TANF program, has shown an interest in this objective and has agreed that this will be an interesting project for his clients. We have found several further funding opportunities for projects in Happy Camp and have written two and a half proposals to funding agencies, one of which was recently denied.

The Community Garden located at the Orleans Elementary has also benefitted greatly through collaborative efforts. Small tribal funding grants have been directed at providing gardening tools, waterlines and a protective shed for the timer funded through MKWC.

Further projects under consideration are a Native Plants Garden at the People's Center, a community garden at Ishkêesh Ranch, and a bucket garden at the Computer Center. Each of these gardens presents volunteer opportunities for TANF clients and interested community members.

Objective 21: Orchard Revitalization. We have been working with Mark DuPont and Grant Gilkison on this project, and have consulted with the Karuk Resource Advisory Board (KRAB) and Kathy McCovey, botanist for the US Forest Service, to identify potential sites for an initial topping in preparation for grafting heirloom fruit trees and cursory pruning – not only fruit trees, but also abandoned hazel stands and shaded (therefore unproductive) huckleberries patches - for the remainder of this season. A list of sites has been developed, and methods for prioritizing these are underway.

Objective 24: Karuk Seasonal Food Crew. Two applicants have been identified for the positions and have been hired since March 15, 2014. As these Food Crews are seasoned Cultural Practitioners, we have been working on constructing a training schedule which includes HR Orientation, First Aid/ CPR, Tools and Equipment, TEK, Monitoring, IPod – general, GPS, Ecosystem: soil, water, light, plant groupings, Ecological processes and relationships, Basket materials, Plants, Animals, Aquatic species – plus rules and taboos that apply, Basket Camps, Food Camps, Workshops, spiritual practices, ethics (respect, responsibility, reciprocity), Natural Resource management (fire, canopy, brushing), Medicinals, Oral traditions, and Karuk Language.

Since their hire, the Food Security Project has enjoyed further positive development. Eels and basket materials were provided by the Food Crews to our last Seasonal Youth Camp; basket materials and medicinal herbs to tribal elders harvested and delivered; significant positive impact was made to the willow stand resources; and willow sticks for incarcerated tribal people have been donated to help reconstruct sweathouses for rehabilitation.

Objective 27: Farm/Fish/Forest to Institution. The Karuk Tribe will co-Lead with MKWC to move forward in the "fish/forest" part of the project. The language for the activities reads:

- Work with each tribal community to determine the best approaches for integrating locally grown and traditional foods (fish, game, acorns, huckleberries, seaweed) into existing food commodity, school & meal programs, and barter distribution outlets.
- Evaluate challenges, successes and policy barriers and enablers with school and district staff. Pilot farm/fish or forest to school in Orleans/Junction.

As per the original objective Lead's recount, she sees the conflict in her dealing with Native foods. We have been talking with researchers who have written tribally sanctioned reports on these issues, and will be working with an undergraduate intern from UCB to

address these issues this summer. One post-graduate student and one doctoral researcher have committed to giving their time and research findings to help us accomplish our tasks.

Objective 30: WIC Program: Institute WIC voucher program at all stores in project area. With the assistance of Sherri Norris, CEO of the California Indian Environmental Alliance (CIEA), and with TANF CEO Lester Alford, we have discussed how to best meet the goals of this objective. Ms. Norris has been working with the Food Security Coordinator to develop and implement a WIC curriculum program at local clinics to educate mothers on the mercury content of the WIC supported tuna and other fish species. The Food Security Project will benefit from the information on health and food assessments gleaned throughout the course of this project, as well as from the testing of local varieties of fish. This data can be used to establish guidelines for healthy consumption of aquatic species, and provide a resource with which the Tribe can instigate changes to current policies.

For better services to our local WIC recipients, we have been working with CIEA, MKWC, and TANF to identify barriers to voucher use in our rural area. It has become clear that wide-based outreach to rural tribal and non-tribal economically depressed areas is needed in order to press for those changes to the current state policies governing WIC regulations that would actually benefit women, infant, and children.

Objective 32: Native Foods Workshops. We have completed the four workshops this funding period, which are intended to engage and educate multi-generational tribal and non-tribal community members, particularly economically disadvantaged families, about Native cultural food traditions. Our program content coincides with seasonal growth and harvest, and helps to support the activities associated with the TEK based field trips and Karuk Seasonal Youth/Food Camps which focus on traditional food management, harvest, procurement, storage and distribution. The goal is to provide background information such as history of management practices, general biological and botanical information necessary for fish and plant identification, hands-on experience with Native food sources, and to encourage our community to feel comfortable with the resources available to them. This program will be supported by a diverse group of educators using western science and TEK as our primary focus.

Our last workshops have focused on traditional early greens, Injun potatoes, and basket materials. While these workshops were scheduled to occur in the Happy Camp and Orleans/ Some Bar area, we have been working with the TANF program to develop a plan to host some future workshops in Yreka.

Objective 39: Establish a Regional Food Security Library. The fifth meeting of the Library Advisory Committee convened on May 21, 2014 at the Tribal Library in Orleans. There are 12 members who represent the tribal communities, the Tribal Library, as well as schools, academic researchers, and the general public. Among the several topics under discussion are meetings with Mukurtu digital format developers, who will – with the funding support of the TANF program - assist us with creating a Digital Library design to

fit the needs of the library, now named "Sípnuuk Digital Library" as per the wishes of the Library Advisory Committee. The Food Security Project Coordinator and the Project Lead for this objective, the Karuk Director of Natural Resources, traveled to Berkeley February 12-13 to meet with the Project Librarian Adrienne Harling and format developers to discuss possible cooperation, which has since developed into a training and professional development plan funded by the TANF program. The Food Security Project Coordinator has written two proposals to funding agencies to support this effort.

Objective 40: Create 2 tribal herbaria. Initial efforts on preserving plants have been made by a former research student, Arielle Halpern, who spoke at a Health Board Meeting in Happy Camp last year. Since her funding discontinued, no further progress has been made. Questions of where and how to preserve the specimens were raised by Karuk Leaders as well as the KRAB, in addition to addressing the problem of sending the specimens to Berkeley for mounting. In an April meeting in Berkeley between the Food Security Project Coordinator, the Karuk Director of Natural Resources, and a whole host of Berkeley staff and doctoral candidates, our questions were adequately, if not elegantly answered. We have decided to move forward with this objective in a culturally and tribally sanctioned fashion, and look forward to the collaboration with the objective Lead, Tom Carlson. Currently, we are planning a week long training camp for Tribal Youth and interested community members to learn the art of specimen identification and mounting, as well as integrating this activity with community led mapping techniques. Collaboration with Objective14 Lead for Youth-led health/adventure walk, Grant Gilkison, has been inspirational.

Objective 43: Conference presentations and peer-reviewed publications. The Food Security Project Coordinator has reviewed and revised documents developed by the Karuk Department of Natural Resources and collaborative university partners over the course of many years which strive to provide a protocol for researchers seeking collaborative research projects with the Tribe (listed above). These documents have been shared with AFRI collaborators and the Digital Library to provide guidance to the academic community and require pilot testing for further development.

Team Outcomes/Impacts:

The Karuk Tribe's Food Security Project has enjoyed the physical participation of 263 tribal and non-tribal community members, as well as tribal youth and leaders from other local tribes. Our target audience is the 2,500 member strong local tribal and non-tribal communities within our Ancestral Territory, not including the non-tribal community of Yreka. We do, however, hope to make greater impact as our project expands to Yreka-based events and activities. It is our pleasure to have had participation from tribal descendants living outside the Ancestral Territory, and we hope this trend continues to develop

1. Change in knowledge and skills:

- 27% of Winter Seasonal Youth/Food Camp participants reported to have learned a lot, 41% learned something, 3% learned nothing new, and 28% already knew most of the knowledge imparted at the Artisans and Oral Traditions Camp.
- 46% of Spring Seasonal Youth/Food Camp participants reported to have learned more about traditional salmon preparation, and 40 % learned more about basket materials. These numbers are impacted by the fact that roughly 22% already knew a significant amount about the lessons taught. Some youth participants were seemingly uninterested, which may explain why 18% learned nothing at this event. Comments were all positive, however, e.g.: "Thanks for doing all that you do. We need more young ones learning this stuff."
- Of the 22 completed surveys at the Early Greens Native Food Workshop, 27 % knew a little about identifying Indian Potatoes, 23% did not know anything about this, but 50 % learned how to identify them. 68% knew a little about Karuk medicinal plants, and 23 % leaned how to identify a variety of these. Roughly half of the participants were knowledgeable about Native plant harvesting, and 36 % learned more about harvest. One respondent wrote a comment: "That was maybe too much information."
- Using the skills and knowledge acquired at the pruning and gardening activities/workshops, participants have reported to be continually improving on these. Verbally communicated comments: "I went home and pruned two of the apple trees in my yard. They looked like a witch's head for years!" "Have you seen my grape arbor lately? I've got it down!"
- Distribution of materials on potatoes, Native food systems is expected to have influenced students in their baseline knowledge of Native foods. One substitute teacher wrote, "A couple of kids were just in the computer center and told me all about the Ishkêesh'túnviiv event. They retold the story about the Orleans maiden something about a pestle being thrown into the ocean." (LH notes: Traditional Karuk Tale of the Orleans Maiden who was warned to leave the double potatoes in the ground.)

Through our questionnaires on 4-H and K-12 curriculum development to parents, teachers, school administrators and community members, we can report the following from 39 returned questionnaires:

- 90 % feel strongly that children could benefit from having 4-H and K-12 curriculum that uses Native knowledge and history to teach about Native Foods and reading skills respectively. Of the 10 % who didn't agree, the following written testimonials were anonymously given:
- This should be taught at home by family, relatives or elders.
- I don't know who participates in 4-H or what contact the traditional Foods Education would include. It depends!
- 91 % feel strongly that children could benefit from learning about Karuk Oral Traditions. One of the 9 % who didn't agree asked the following question:
- Do all children get exposed to 4-H Curriculum, or just a specific group?
- 91 % feel strongly that children could benefit from learning about native food Systems past and present through 4-H and K-12 curriculum. 9 % didn't agree.

- 91 % feel strongly that children could benefit from learning about Native foods and Traditional Ceremonies through 4-H and K-12 curriculum. 9 % disagreed.
- 91 % feel strongly that children would benefit from learning about Traditional Karuk Culture through 4-H and K-12 curriculum. Some of the comments are included below:
- I feel good about all above. Good start, long way to go. Stay strong, don't stray off course!
- I would be so happy to have my son learn about all aspects of the culture, people whom have lived here, especially Karuk people themselves. It would be great to understand useful knowledge.
- I really love the idea of incorporating Traditional Karuk foods/ ceremonies/ culture to all the kids on the river.
- A culturally appropriate youth program is exactly what is needed here.

2. Change in action and behavior:

Through the community survey taken at the "A River Runs Through Us" event, we hope that having posed questions on our goals will influence a change in action and behavior. While this remains purely speculative, we have included the results below for your information:

- 92% report that they "strongly agree" that they would like to see Native foods being served at our schools and senior lunch programs, the remaining 8% "agreed."
- 90% reported that they "strongly agree" that they would be interested in maintaining community accessible orchards with the option to harvest yields for personal and family use. 10% "agreed."
- 82% reported that they "strongly agree" that they would be interesting in maintaining community accessible gardens with the option to harvest yields for personal or family use. 15% "agreed" and 2% had "no opinion."
- While not all participants reported that they would use a digital Food Security Library, 100% circled some category in which they would, indeed, use the library for "how-to" manuals, to look up pictures and descriptions of local food stuffs, to learn about the history of our food system, or to look up research and information on health issues.

As stated before, our current evaluation plan has included using Survey Monkey to track changes in knowledge and skills, reasoning that one must ask participants after some time about how they have used the information imparted at various events. As the two surveys have received only 3 and 2 responses, these results do not seem to adequately reflect on changes. Of these responses, however, 100 % learned, used, or plan to use their knowledge in the future.

At our AFRI Annual meeting, we have learned of a number of ways to redesign our evaluation methods to more effectively reach our target audience. These models will be tested in Year 3 of the grant.

3. Change in conditions:

While we have seen changes in the landscape due to our positive intervention with old orchards, willow and hazel stands, Native Plants Garden, and the school garden due to our efforts, we have yet to see change in the conditions governed by federal and state policies. We have had the positive feedback from local schools in their willingness to integrate K-12 curriculum into their daily classroom plans, and to help refine these to meet the Common Core State Standards for curriculum.

Through our correspondence with WIC representatives, there is willingness to work with us to effect changes in state policy to better serve our rural, predominantly tribal, economically depressed, and underserved communities. We have also enjoyed a further developed and mutually beneficial collaboration with partner institutions and agencies, to which we attribute this grant. In addition, the overall willingness to contribute and to participate, and well-wishes of the communities attest to the successful outreach performed by the Karuk Tribe and its AFRI partners. The positive comments provided above on the various events and activities underscore the immense value of the Mid Klamath Food Security Grant.

Team Outputs:

- 1. Publications, conference papers and presentations: Total = 10 presentations.
- a. Obj. 1: Karuk Tribe's Food Security Project Overview: Powerpoint presentation at Annual Meeting (1 presentation)
- b. Obj. 4: Program evaluation PowerPoint presentation at Annual Meeting (1 presentation).
- c. Cross-objective and project goals: One oral presentation was given with photographs of recent events displayed at the "A River Runs Through Us" community meeting (1 presentation).
- d. Obj. 16: At the Klamath Basin Tribal Youth conference held at the Quartz Valley Indian Reservation, the Food Security Project gave a short oral presentation on our objectives and program goals. The Bureau of Reclamation, Klamath Forest Service, U.S. Fish and Wildlife, University of Oregon, as well as other tribal and non-tribal organization attended the meeting (1 presentation).
- e. Obj. 17: To elicit support for our K-12 Native Food System Curriculum, we presented to the Karuk Tribal Council Meeting in March, the Indian Parent Committee in Happy Camp, CA, in early April, as well as to school administrators at Orleans Elementary and Junction Elementary in April (4 presentations).
- f. Obj. 24: On May 7, Food Crews and the Cultural Biologist made a presentation at the annual "Career Day" at Happy Camp High School to students on possibilities for careers in the natural resources (1 presentation).
- g. Obj. 27: At a grass-roots public meeting on integrating Native Foods into the Klamath-Trinity Joint Unified School District meal program, the Karuk Food Security Project presented information on the newly passed Farm Bill and

- solicited partnerships with parents, teachers, and Yurok educators (1 presentation).
- 2. Educational/training/evaluation materials produced for AFRI grant: Total = 47
- a. Cross-objective target group evaluation: One Food Security Questionnaire distributed through tribal activities, events, and tribal departments with ca. 140 respondents (1).
- b. Cross-objective target group evaluation: With MKWC, we have collaborated to formulate a questionnaire to which 79 Community members responded (1).
- c. Obj. 10: For research partners, we have revised and updated the "Practicing Pikyav" policy, tips for researchers, and draft confidentiality agreement (3).
- d. Obj. 15 and 16: Three questionnaires were distributed to the Indian Parent Education Committee and Food Security Annual Meeting community participants that will serve to guide the 4-H and K-12 curriculum development (3).
- e. Obj. 16: One colored flyer for the Winter Seasonal Youth/Food Camp, one registration sheet, one pre- and one post-assessment handout (3).
- f. Obj. 16: One colored flyer for the Spring Seasonal Youth/Food Camp, one registration sheet, one pre- and one post-assessment handout (3).
- g. Obj. 16: Two survey monkey questionnaires were developed and sent via email to past event participants to evaluate the success of those activities (2).
- h. Obj. 16 and 32: Spreadsheets for evaluating assessments and documenting registration for five events were developed and completed (14).
- i. Obj. 17: One questionnaire for school children was distributed and retrieved that will help inform revision of presented curriculum (1).
- j. Obj. 17: Three lesson plans with PowerPoint visuals have been developed. One of these has been tested at a local school and will be revised upon the teacher feedback (3).
- k. Obj. 21 and 24: With Frank Lake, San Francisco State University and UC Berkeley, we have collaborated to formulate a "Cultural Use Form" that serves as the basis of an app for the IPods used by the Bio Technicians and field participants to assess sites. Feedback from the Orchard Revitalization Objective Lead, Mark Duport, was solicited and integrated (1).
- 1. Obj. 30: One draft flyer for outreach to Women with Infants and Children (WIC) program (1) on "Making Healthy Choices" and one draft training manual for outreach contractors/educators (1) on the safety of eating store-bought and wild-caught fish products were developed in conjunction with the California Indian Environmental Alliance based in Berkeley.
- m. Obj. 32: For the Early Greens Workshop (March 22), we printed one colored flyer, one registration, and two assessment forms (4).
- n. Obj. 32: The Basket Materials Workshop (March 29) flyer, registration and assessment forms were posted, hand- and electronically delivered (4).
- o. Obj. 32: One short 5 minute film and audio documentary of the Early Greens Workshop was developed by tribal youth for the Food Security Project (1).
- p. Obj. 39: For the Library Advisory Committee, the Food Security Project has collaborated with Adrienne Harling and Bari Talley to draft an MOU with the

- Karuk Tribal Libraries and the Sípnuuk Digital Library, a scope of collections, a food and fiber content list, and a collections policy (4).
- 3. Amount of materials produced to promote the program or recruit participants. Total: 32 publications/reports.
- a. Three articles for the Two Rivers Tribune on the Seasonal Youth Camps, one article in the Siskiyou Daily News, one article on the AFRI Annual Meeting in the Two Rivers Tribune (5).
- b. Eleven reports on the Food Security Project have been submitted to Tribal Council at regularly scheduled monthly meetings. Written reports are distributed to all tribal employees (11).
- c. Three articles on the Food Security Project have been published in the seasonal Karuk Tribal Newsletter. These are uploaded onto the Tribal Website for public viewing (3).
- d. Three news briefs for project promotion of upcoming Karuk Food Security events were published in local newspapers (3).
- e. Updates on Food Security events and activities are sent to targeted programs via email and hand delivered to the following tribal departments and programs throughout the three service areas: Temporary Aid to Needy Families (TANF), Naa Vúra Yêeshiip (troubled youth), Child and Family Services, Pikyav (domestic violence) (6).
- f. One flyer for Food Handler's Certificate (1), one flyer for community meeting (1) in conjunction with the MKWC's Foodshed Project and the Klamath Riverkeepers environmental non-profit organization, two flyers for volunteer projects (2) in support of the Native Plants Demonstration Garden.
- 4. Number of workshops/activities/events and the number of participants involved in each. Total: 98 events/activities/coordination meetings during Year 2 with a total of 690 participants (many repeat participants included in the count).
- a. Cross-objective and -project goals: One community meeting on "Healthy Rivers, Health Community" with 79 participants; three meetings on water rights' issues (4 events with total 96 participants).
- b. Cross-objective and -project goals: Calls from tribal members weekly for program information service (ca. 35).
- c. Cross-objective and -project goals: Bi-weekly Food Security Project coordination meetings (7 meetings with 6 participants each)
- d. Obj. 1: 2014 AFRI Annual conference, e.g. coordination, facilitation, collaboration, and networking (1 meeting with total 65 participants).
- e. Obj. 1, 2, 5, and 7: Five monthly AFRI conference calls (5 calls with 4-9 participants each).
- f. Obj. 2 and 7: Monthly TANF meetings (5 meetings with 7 participants each).
- g. Obj. 5: Working with MKWC and TANF on network facilitation, through meetings and conference calls (4 events with 4 participants each).

- h. Obj. 15 and 17: Field trip with Ishkêesh'túnviiv, a 4-H event in collaboration with the Cooperative Extension Program, Mid Klamath Watershed Council (MKWC), and Dr. Frank Lake from the US Forest Service Pacific Southwest Research Station (USFS-PSR), 7 children and 6 adults (One event with 13 participants).
- i. Obj. 16: Food Security, Fall Seasonal, Winter Seasonal, and Spring Seasonal Food/Youth Camps (4 events with a total of 140 participants).
- j. Obj. 17: K-12 Curriculum lesson presented by two cultural practitioners, involving school children and teachers (1 class with 20 participants).
- k. Obj. 19, 21 and 24: Six orchard revitalization activities to date, ca. 5 participants each; four Native Plants Demonstration garden activities with participants and volunteers totaling 24 (10 events with 54 participants).
- 1. Obj. 19 and 39: Two online webinars planning conference calls with HC computer Center on gardening education; three online webinar planning development on digitization and preservation with CoDA (5 conference calls with total 12 participants).
- m. Obj. 21: Train the trainers MCWC taught Ron Reed and Lisa Hillman; plans for Food Crew training underway who will work with project participants (2 events with 3 participants each)
- n. Obj. 27: Email correspondence with three interns this summer for research on barriers to Forest/Fish to Institution (5 communications with 2 to 3 participants each).
- o. Obj. 32: Food Security Kick-off workshop, Salmon and Acorn Workshop, Early Greens Workshop and Basket Materials Workshop (4 events with total of 59 participants).
- p. Obj. 39: Five meetings with the Library Advisory Committee with 10 participants each (5 meetings with total 50 participants).
- q. Obj. 39: One face-to-face meeting with Digital Archaeologists in Berkeley with four conference call follow-ups (4 events with 21 total participants).

Team Milestones and Deliverables:

Overall, the Karuk Tribe has made enormous progress in its quest to re-establish Food Security in our Ancestral Territory. Although personnel changes to our project have slowed momentum in some specific areas which will be addressed, we have met our deliverables on most of our Lead objectives in a manner in which we have pride: the four pilot Seasonal Youth Camps (Obj. 16) and four Native Foods Workshops (Obj. 32) have been highly successful and increasing interest documented from potential participants, cultural practitioners, and the greater public.

Our Food Crews (Obj. 24) have only recently been hired due to personnel changes in lead staff, yet skills have been developed through professional western and TEK-based training at a pace that will bring our deliverables up to speed by the end of the next funding period. They have made contact with the Yurok Food Crews and with Perry McDaniel of the Klamath Tribes which will prove invaluable to exchanging cultural knowledge, increasing synergies between agencies and objectives, and furthering our goal of re-establishing Inter-Tribal Food distribution (Obj. 26).

On the other hand, the goal of having sites identified and documented via GPS and IPod data entry has not been successfully met for a number of reasons: one, the Food Crews are relatively new to electronic devices, having their skills and knowledge based on traditional means of communication; two, training for these devices has been impeded by the lack of technical infrastructure suffered in our area. Telecommunication problems has been the topic of much discussion, and the California State Commissioner for Public Utilities has recently paid a site visit to address these grave violations from service providers; three, there is reluctance to use the GPS- and IPod-training to identify sites for cultural resource tracking, owing to the sensitive nature of many traditional resources and the fear that this information may be used by non-tribal people to pursue actions foreign to our tribal goals. Solutions to these problems are currently being sought.

Delays in hiring the contract librarian for the Regional Food System Library, uncertainty on how to narrow the scope and champion a digital library, funding questions on how to achieve the professional development needed for digitizing materials, etc., have impeded the implementation of this objective. However, the Karuk Tribe is committed to the collaboration with contract librarian Adrienne Harling, and has identified solutions to many of these hurdles. Digital training to support provision of the deliverables on this objective has been successfully pursued, with a training schedule tentatively planned to begin September 2014. Until then, the Karuk Tribe will not seek to contract library assistance as specified in the milestones set for this objective.

The Karuk Tribe will take the Lead on the K-12 Native Food System Curriculum Development (Obj. 17) as discussed and approved by the Principal Investigator. This will require a budget modification for this upcoming funding year, yet early progress has been made in identifying subject matter and earning the support of the local school administrators, tribal educators, parents, and local communities. The first pilot lesson was given by two cultural practitioners at Junction Elementary School in April.

Citations to publications (scientific or for lay audiences), oral/poster presentations, and generated community resources have been included in the Team Output section of this report. An electronic copy of all materials is provided in the included DVD/CD.

Broad Impacts:

The concept of "Food Security" has gradually trickled down into the active vocabulary and cognitive awareness of these local communities, where clearly the USDA defined "Food Desert" is of the utmost applicability. Heightened recognition of this fragile state of existence has made a broad impact on the communities as a whole, and questions of "Food Sovereignty" and equitability of state and federal services and aid have been raised in community meetings, private homes, schools, and local agencies. While many of these discussions have highlighted shortcomings in the current system, many more have led to pragmatic solutions, community-based collaborations, and grass-roots movements that effect positive changes.

The poverty level with its accompanying social problems is at a national peak in our region, and together with years of neglect and unresponsiveness to cries of help to local, state, and federal agencies, the moral in the Mid-Klamath region has deteriorated for many years. The inter-generational trauma suffered by tribal people, who make up the majority of the region's population, leaves its mark on every ensuing generation of locals. And while very few could expect instant solutions to these problems, it is my conviction that the supported USDA project has already made a positive impact on the community members up and down the river: we have hope.

Changes in policy regarding the stewardship of Ancestral Territory will help restore the flora and fauna abundant one hundred and sixty years ago. Amendments to WIC and institutional meal service regulations will help our communities gain access to healthy foods. Wider acceptance and recognition of Traditional Ecological Knowledge as an equitable form of knowledge to western science has also been an effect of this supported project, and while "science" still seems to equate to western science for many, there are an increasing number of local, state, and federal employees who have recognized the need to differentiate and use appropriate language when presenting the cognitive schema "science."

Perhaps unanticipated by such as myself is the increased interest in Native Foods by those non-tribal individuals within and outside our local area. Including non-tribal community members in our programs has always been a priority in our endeavors, however this interest has some potentially threatening outcomes for tribal people: our natural resources and the access thereto have been subject to deterioration since 1851, and it is currently difficult to harvest enough of these resources for even our ceremonial use, let alone the daily use enjoyed by our predecessors. At our last USDA Annual Meeting, this subject was broached in plenum, and we have recognized the need for some form of cultural protocol or guidelines for Native food and fiber use by non-tribal people. Until we have regained the wealth of flora and fauna for our own People, it may be necessary to limit access to non-tribal communities.

Training:

Post-graduate student Colleen Rossier has been active in formulating her doctoral thesis on the Karuk traditional food and bush, huckleberries. She will be working with the Karuk Tribe's Department of Natural Resources, the Food Security Project, and Cultural Practitioners this summer to conduct her research.

Contact with Nicole Wang, undergraduate at UC Berkeley, Sibyl Diver, doctoral student at UC Berkeley, as well as postdoctoral researchers Kat Anderson and Kari Norgaard have been made for potential collaboration on the Farm/Fish/Forest to Institution (Obj. 27). Their contributions are pending.

Collaborations and "integrated" knowledge developed:

The exceptional biological diversity of the Klamath River region that is the scope of this USDA food Security Grant, Northern California and Southern Oregon, has historically emerged in conjunction with sophisticated Karuk land management practices, including

the regulation of the fisheries through ceremony and the management of the forest through fire. We recognize that approximately eighty percent of Karuk traditional food and cultural use species are enhanced by fire. Fire is also central to cultural and spiritual practices.

Through working with our collaborative partners, it has become increasingly clear that discussion of and policy changes to the cultural uses of prescriptive fire on our landscape is entirely relevant to each and every one of our objectives. While land management techniques since the 1900s have emphasized fire suppression and the "exclusion" of wildfire from the landscape, the Food Security collaborative sees an increasing need to reintroduce the traditional tool of prescriptive fire in order to re-establish the Food Security of our ancestors and of this region.

Other unexpected outcomes:

- Graduate student (UC Davis) Colleen Rossier learned of the Food Security project while employed by the USDA in Washington D.C. and engaged as a student researcher. She was able to procure meetings with the agroforestry center, among other USDA sub-agencies, for the Karuk Tribe during their visit to the nation's capital.
- Our exemplary work with collaborating agencies on Obj. 12: Forest Policy Analysis for Native Food Management earned our department a seat on the Forestry Research Advisory Council.
- The Tribe's TEK is being highlighted at local, regional, and national levels.
- The Western Klamath Restoration Partnership has integrated Food Security and TEK into community based fire management planning efforts on a 1.2 million acre landscape and is establishing a pilot projects that will help demonstrate the use of prescribed fire, cultural burns, and managed wildfire with a focus on landscape food, fiber and medicinal resource enhancement.
- Tribal programs that provide discretionary support to elder and youth activities have become active in supporting activities of the Food Security Project.

Team Plan-of-Work for next year of funding:

A more detailed plan or our activities will be provided in an Excel spreadsheet. In summary for Year 3, the Karuk Tribe plans, by objective, to:

Obj. 16: Karuk Seasonal Youth/Food Camps

Events: Spring, summer, winter and fall (4) two day camps.

Outputs: Flyers, registration forms, assessment surveys, informational handouts (total 16); canned goods (ca. 40 jars of prepared foods); plant starts (ca. 40 pots); traditional tools or regalia (ca. 40 items, e.g. digging sticks, eel hooks, seed beads.

Outcomes: Increased number of youth interested in continuing studies of natural resources, food systems, land management techniques, Native American Studies, and health-related fields.

Impacts: Increased interest in, knowledge and use of traditional foods, fibers, and harvesting techniques; increased self-esteem through self-identification.

Obj. 17: K-12 Native Food System Curriculum Development

Events: Total of (6) presentations at High School and Elementary School teacher conferences by October, 2014 and three (3) school board meetings by December, 2014; pilot K-12 curriculum lessons at three schools (9)

Outputs: Lesson Plan drafts for grades K-3 completed by August 15, 2014 (24); Lesson Plan drafts for grades 4-6 completed by December 30, 2014 (24); Lesson Plan drafts for grades 7-9 completed by February 28, 2015 (24); Lesson Plan drafts for grades 10-12 completed by May 30, 2015 (24); Informational handouts on K-12 Curriculum for parents and teachers (1); assessment forms for students and teachers post-pilot lesson implementations (8).

Outcomes: Increased number of youth interested in local Native Food System and the cultural studies to which this system is connected; increased acceptance by teachers to use this Common Core State Standard curriculum in their classrooms; increased number of older students willing to continue studies of natural resources, food systems, land management techniques, Native American Studies, and health-related fields in post-secondary institutions; increased number of students interested in pursuing vocational careers in the Natural Resources or health-related fields.

Impacts: Increased interest in, knowledge and use of traditional foods, fibers, and harvesting techniques; increased self-esteem through self-identification.

Obj. 18: College of the Redwoods Native American Food Security Certificate Program Events:

Outputs:

Outcomes: Pending changes to objective focus and infrastructure.

Impacts:

Obj. 24: Karuk Seasonal Food Crews

Events: Food Crews will participate in an active role at a minimum of 15 Tribal, school, and Food Security collaborative events; they will complete at least 8 more training events; they will distribute foods and fibers to elders and needy families on a monthly (12) basis. 10 different food and fiber resources.

Outputs: At least 15 different food and fiber resources will have been distributed to tribal elders and needy families. The number and quantity is difficult to estimate, as resources are dependent upon seasonal variations. One (1) map of cultural areas, one (1) list of cultural foods, one (1) list of contemporary foods will be compiled for Food Crew use in order to maximize their impact.

Outcomes: Increased knowledge of Food Crews about Native foods and fibers, which they will impart to TANF clients and youth in their filed activities and events; increased interest of the general public on the efforts of Food Crews in re-establishing traditional land management practices with success in harvest yields; increased acceptance by tribal members and descendants of using the traditional methods cultivation, propagation, and harvest of Native foods and fibers.

Impacts: Increased interest in, knowledge and use of traditional foods, fibers, and harvesting techniques; increased self-esteem of Food Crews through self-identification; increased collaboration and communication with the Yurok Food Crews and cultural practitioners from the Karuk, Yurok, and Klamath Tribes.

Obj. 26: Inter-tribal Food Distribution

Events: Three (3) meetings with local tribes will be held in order to help coordinate and identify equitable food distribution. At a minimum of (4) events, foods native to other Tribes will be exchanged for Karuk traditional foods and/or knowledge.

Outputs: At least one (1) article will be submitted to local newspapers on inter-tribal food distribution; three (3) questionnaires will be distributed to local tribes to learn about tribal attitudes, needs and desires for re-establishing traditional tribal resource trading/bartering; at least three (3) traditional Karuk foods and/or fibers will be exchanged for comparable Yurok and Klamath Tribal foods/fibers.

Outcomes: Increased number of tribal members and descendants interested in local Native Food Systems and the cultural studies, including those of other Tribes, to which this system is connected; increased acceptance by tribal members and descendants of using the traditional methods of inter-tribal trade to increase the variation and nutritional content of their daily diets.

Impacts: Increased interest in, knowledge and use of inter-tribal traditional foods, fibers, and harvesting techniques; increased self-esteem of Native Peoples through self-identification; increased collaboration and communication with, and understanding of other Tribes.

Obj. 27: Farm/Fish/Forest to Institution

Events: Total of (6) presentations at High School and Elementary School teacher conferences, three (3) school board meetings, and one (1) tribal department in charge of the Senior Lunch Program by May, 2015 on the preliminary finding of our research on the barriers to introducing farm, fish, and forest food products in the institution.

Outputs: One (1) handout on ways to incorporate foods and one (1) handout on the legal and statutory support for these actions will be distributed at these meetings; One (1) survey will be distributed at school functions, tribal gatherings, and at the Senior Lunch Program to discern the interest in having local products served at the institution; one (1) article on our policy and community/institutional feedback findings for introducing local and Native Foods into the institutional lunch programs will be submitted to local newspapers.

Outcomes: Increased number of students, teachers, seniors, cooks, and administrative staff interested in incorporating local and Native foods into the lunch program; increased number of farmers, fishermen, and cultural practitioners will donate their harvest to local institutions.

Impacts: Increased interest in adapting guidelines that allow for the integration of local and Native foods in school and senior lunch kitchens; increased knowledge and consumption of traditional foods; increased self-esteem through self-identification.

Obj. 32: Native Food Workshops

Events: Spring, summer, winter and fall (4) one day workshops.

Outputs: Flyers, registration forms, assessment surveys, informational handouts (total 16); canned goods (ca. 40 jars of prepared foods); plants transplanted to community/school gardens (ca. 40 plants).

Outcomes: Increased number of families and community members interested in supporting youth in learning about natural resources, food systems, and land management techniques; increased ability and willingness to use traditional knowledge and oral traditions in their daily lives; increased amounts of Native foods served in homes; increased knowledge of Native foods that leads to better cultivation and harvest on home landscapes and in ancestral lands.

Impacts: Increased interest in, knowledge and use of traditional foods, fibers, and harvesting techniques; increased self-esteem through self-identification.

Obj. 43: Conference Presentations and Publications

Events: One (1) presentation at the conference for the Association of Tribal Archives, Libraries, and Museums for community assessments and outreach for our Sípnuuk Digital Library in June, 2014; pending funding, one (1) presentation at the annual Farm to School conference in 2015.

Outputs: Two (2) PowerPoint presentations, two (2) informational handouts; one (1) inter-tribal essay on the USDA Food Security Project submitted to the News of Native California journal.

Outcomes: Increased number of families and community members interested in supporting participating continuing studies of natural resources, food systems, land management techniques, Native American Studies, and health-related fields.

Impacts: Increased pan-communal interest in, knowledge and use of traditional foods, fibers, and harvesting techniques; increased acceptance of Karuk Traditional Ecological Knowledge as an equitable science form to western European thought; increased pressure on local, state, and federal policy makers to provide more support to tribal efforts in reestablishing Food Security in the mid-Klamath region and in other rural and economically depressed areas.

A concluding statement:

The Karuk Tribe is whole-heartedly committed to the USDA Food Security Project. The hope for our People who have misplaced so much of their culture over the past 160 years; the joy of our Youth and Elders who have participated in our activities and events that bring traditional knowledge and Karuk culture back into the foreground; the health of our People which has declined through an altered diet that has neglected Native foods and medicines; the friendships that have developed through collaboration with tribal and non-tribal agencies; and the security of our families and communities that is fragile in our rural and economically depressed area have all been augmented immensely through this project: Yôotva, yôotva, yôotva (thank you so much).

Respectfully submitted, Lisa Hillman

Karuk Tribal Council Report

Ron Reed Cultural Biologist

May 14, 2014

- 4/30 I had a conference call with the Phoebe Hearst Museum as a Native American Advisor. Discussions pertained to the transfer of objects from the museum to other facilities. I articulated that my goals were to bring our objects of concern HOME. I also mentioned that if the university wants to change their image to the California Native Americans they need to address the issues in accordance with tribal needs. If the tribal facilities do not exist to acquire these items then there needs to be a template building process that allows the tribes to make a more formidable process to guide us.
- (5/5) Harold Tripp and I went up into the Ti Bar drainage to walk thru an old fuel reduction project that was part of the Ti Bar Demonstration Project. The goal was to find traditional food gathering areas that we can include in our Food security Project. It started raining on us so we did not get walk throughout the project area. What was discussed pertained to the Policy Analysis Objective of the Food Security Grant. Fir trees are crowding out ALL of the other traditional resources. Timber felling is greatly needed to provide sunlight and space for the resources of concern. Besides the Cultural Resource Management Areas, the Tribally owned Daisy Jacobs parcel was also mentioned as a place of great interest. The Seiad Valley Hazel Patch up Seiad Creek was a site was also identified as a place of importance to traditional food/fiber gather areas. These places can possibly the point of focus when we get a chance to discuss traditional management areas for the Food Security Program.
- (5/7) A group of 5 people when up to HC High School to provide information to the students at their Career Day event (Emilio Tripp, Carley Whitecrane, Binx, Noreen Ferris McLaughlin, Jeannette Quinn and myself. I was able to give a presentation about Karuk TEK and our tribal perspective. The teachers and students were very enthusiastic and receptive. Afterwards there were several requests to bring this type of education into the classroom.
- (5/8-10) Dr. Kari Norgaard invited me up to a Alternative Sovereignties Conference at the U. of Oregon Campus to provide a presentation on a future publication named: Retained Knowledge Sovereignty: Practical Steps Towards Expanding Application of Tribal Traditional Knowledge in the Face of Climate Change. The reception of the presentation was great. A lot of stimulated conversation and feedback was given and connection for future networking occurred, as well.
- (5/12) I called Ca. Fish and Game to get an Elk hunt timeline for the hunt up in the Klamath River region. The switch board was busy so I left my email address and phone number, at their request, for them to contact me.

- (5/13) I Provided a Tradition Ecological Knowledge (TEK) to the Biology classes at Happy Camp High School. The discussion was based on the Karuk Tribal perspective of natural resource management. Denise Bearding invited me lecture on species diversity. The younger class absorbed the information I provided while the older class provided a stimulated discussion. The son of a forest service fire manager provided most of this conversation and we left the conversation acknowledging the western science and TEK need to find some common goals for a collaborated effort. The conversation made me think that we need to get into the school system to develop a process (project) that allows both sciences to be understood by the students themselves, our future leaders! I articulated to the teachers that I wanted to provide information to the students in anticipation that we will provide a plan for developing a K-12 curriculum based on Karuk TEK.
- (5/13) Julie Burcell, THPO- I met with Julie to discuss opportunities of collaboration on a traditional plant trail next to the Karuk Peoples Center. There was also discussion about an "Indian Potato" garden. We will be providing some type of proposal to move forward on these ideas. We also talked about my appointment to the Phoebe Hearst Museum at UC Berkeley as an Cultural Advisor. This UC Berkeley is asking for a proxy for this position and it seems as if Julie would be that person?
- (5/13) Tanya Busby, Yav Pa Anav- Rivka Barmore who is the supervisor of the "Sons of Tradition" project is out indefinitely on medical leave. I have been in discussion with Rivka about providing an "Eeling" camp for the participants. Tanya has indicated that she would be willing to participate and bring the participants down to Ishi Pishi Falls to make a camp and to go "Eeling" that same night.
- (5/13) Patricia Hobbs, Mental Health Clinical Provider- Patricia has indicated that she would like us to provide a presentation to the medical providers of the Karuk Tribe. We are in the process of finding a date that will accommodate folks' schedules. My thoughts are that we contact Dr. Tom Carlson, co-founder of the KT/UC Berkeley Collaborative, for his clinical input. Tom has worked with over forty indigenous groups around the world in regards to traditional foods and diabetes.
- (5/13) Kevin Brown, HC Community Education (Jefferson School)- I met with Kevin and discussed future considerations involving TEK in his teachings. He valued the TEK perspectives as it might give the students the boost they need to meet their educational goals. The state is testing the students right now and he will get back to me when we can co-ordinate a time to meet.
- (5/14) I will call KT Housing to see who would be the appropriate person to talk to about a proposal regarding a traditional plant garden at their sites up in Happy Camp and in Yreka. Also, I will be calling TANF to talk about assistance with travel to the previously mentioned areas. I will request assistance in developing a proposal from these two entities.

(5/14) I need to set a time with Bill Tripp, Leaf and Harold to identify the seven traditional food management areas.

(5/14) The mechanic shop responded to my request of fixing the "chipper." There are some remaining issues with the machine, but. It is ready to go!

Karuk Tribal Council Report

Susan Corum Mainstem Water Quality Coordinator

May 14th, 2014

Hello Tribal Council,

I am thrilled to be back working for the Karuk Tribe DNR. For those of you who are newer to Council, I was your Water Quality Coordinator from 2005-2010. For the last 3+ years, I was the administrator at Junction Elementary in Somes Bar. While I really enjoyed working to help make positive changes at our school, I really missed science and tribal environmental policy.

Crystal and I are splitting up water quality issues in our basin as there is a lot to work on. She will be working on our major tributaries (Salmon, Scott, and Shasta). I will be working on our mainstem issues. My main tasks will consist of managing our water quality field crew, coordinating our annual nutrient and water quality monitoring, working on fish disease issues, dealing with toxic algae research and issues, guiding Klamath total maximum daily load (TMDL) implementation, and helping with water quality related items in the KBRA (dam settlement).

I hit the ground running on 4/22 with a field trip with our Bureau of Reclamation (BOR) funders. I also attended a Klamath Basin Monitoring Program meeting in Yreka. It has been great to see my old colleagues again and meet some new ones. Crystal and I traveled together to listen and speak at a Regional Water Board meeting in Fortuna. The Regional Board is really ready to address flow issues in the region through developing policies, potentially listing water bodies, and working with the State Division of Water Rights. I also wanted to let you know what a great field crew we have this year. They are all excited to be here, excel at data collection, and are full of useful suggestions to improve our program.

For my next council report, I will have a more detailed list of tasks that I have been working on. I am going to be spending a lot of the next month getting caught up on the changes over the last few years by talking with more colleagues and reading lots of reports. I hope you all have a wonderful week and look forward to seeing you at future Council Meetings.

WATERSHED RESTORATION PROGRAM: MAY 2014

Earl Crosby

Watershed Restoration Coordinator

Watershed Program Activities

Through the latter portion of April through mid-May we have or will provide input and assistance towards various projects within DNR;

- 1) Attended the KRAB Meeting.
- 2) Completed required FEMA Training.
- 3) Attended Noxious Weed Meeting in Orleans.
- 4) Met Scott Quinn and Laura Mayton in regards to Yreka Project (x2).
- 5) Participated in the Fire Learning Network workshop in regards to Upslope Restoration in Orleans.
- 6) Participated in 2nd Northern CA Tribal Water Forum in Blue Lake.
- 7) Attended Karuk / USFS Summit Meeting in Happy Camp.
- 8) Participated in various calls regarding planning grant received by NCRP Tribal Representatives

Funding Update

- 1) Continued working with the CA Dept. of Water Resources Tribal Representative who is administrating a NCIRWMP grant we received. I am still requesting the ability to refine the sub-agreement with the county to include language which protects tribal sovereignty. In addition we are arguing we are exempt from paying state prevailing wages based on our own wage rate. In addition we are accomplishing this restoration activity with tribal employees and not sub-contracting hence state prevailing wage is not applicable. This is still an issue and we are being assisted by Gerald Jones of the BIA.
- 2) We were awarded the BIA BAER funds requested and waiting for THPO to concur w/ no effect determination.
- 3) USFWS Tribal Wildlife Grant submitted in late 2013 was not funded. Requested reviewer score sheet to determine where improvement is needed for next round.
- 4) Refining draft financial plan w/ USFS regarding road decommissioning in the Red Cap / Pearch Creek Watersheds.

In conclusion, we would like to thank the Tribal Council for their continued support. I would encourage any Tribal Council Member who can please arrange a time when you can visit the crew as they appreciate it. If you have any questions, please do not hesitate to call me at (530) 469-3454 or email me at ecrosby@karuk.us

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

hone: (530) 493-2201 Fax: (530) 493-5364

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Check One:		Contract MOU Agreement	Karuk Tribe Nur Funder/Agency A	Assigned:		
	Ш	Amendment	Prior Amendmen	ıt:	N/A	
REQU	JIRED →		Attachedard Management (SAM) (O .Natitication/neview requir			
Requestor:		Earl Crosby		Date	April 29, 2014	
Department/Prog	gram;		Dept. of Natural Resource	es		
Name of Contrac	etor or Pa	arties:	West Coast Watershed			
Effective Dates (From/To)):	Signature Date		Decemb	er 31,2014
Amount of Original Amount of Moding Total Amount:			\$25,000 \$25,000			
Funding Source:		N/A	•			
Special Condition	ns/Terms) <u>.</u>				
No special condit	tions or t	erms.				
Brief Description	of Purp	ose:				
To provide supp	ort for (tribal participatio	n in the North Coast Resou	ırce Partnershij	р.	
			** REQUIRED SIGNAT	URES **		
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Agreement between West Coast Watershed and the Karuk Tribe

WEST COAST WATERSHED Inc., an environmental consulting partnership, hereafter called "WCW", does hereby agree with the Karuk Tribe hereinafter called "the TRIBE" as follows:

- 1. The TRIBE agrees in the performance of work, duties, and obligations devolving upon it. WCW is retaining the TRIBE to carryout various tasks as detailed in the attached Scope of Work, incorporated herein as Attachment A, in order to carry out work in support of the North Coast Resource Partnership (NCRP) Tribal Engagement (hereafter, the Project). The TRIBE will implement the Project as determined and directed by the WCW and the NCRP Tribal Representatives in accordance with the terms, conditions and specifications in Attachment A Scope of Work, incorporated herein. WCW shall pay the TRIBE, in consideration of performance of the services, as set forth in the aforementioned Scope of Work.
- 2. The TRIBE agrees that it will at all times perform its duties under the Project to the best of its ability and in accordance with the highest professional and ethical standards of its profession. All services to be performed by the TRIBE pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances and regulations.
- The TRIBE and WCW agree that all designs, plans, reports, specifications, photographs, videos, drawings, schematics, prototypes, models, inventions, data and all other information and items made or used during the course of implementing the Project shall be jointly owned by the TRIBE, NCRP Tribal Representatives and WCW.
- The TRIBE shall provide the following:
 - a) Close coordination with WCW staff and other involved entities, including local, state, Tribal and federal agencies, and participation in meetings and other communications as necessary to ensure coordination.
- 5. The term of this Agreement shall commence upon signing of both parties and shall continue in effect until December 31, 2014. This Agreement may be amended upon mutual written consent of both parties.
- 6. This Agreement may be terminated by either party by furnishing the other party with written notice at least fifteen (15) days prior to such termination. If WCW terminates this Agreement, the TRIBE shall take all reasonable measures to prevent further costs to the WCW under this Agreement, and WCW shall be responsible for any reasonable and non-cancelable obligations incurred by the TRIBE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement. Payments made to the TRIBE or recoveries by WCW under a termination for cause shall be in accordance with the legal rights and liabilities of the TRIBE and WCW. If any action at law is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

- 7. The maximum compensation to the TRIBE for its services under this Agreement shall not exceed \$25,000.00 (twenty-five thousand dollars) and shall be billed based upon agreed upon tasks in Attachment A Scope of Work. The TRIBE may submit invoices no more frequently than monthly, before the 10th day of the month. All payments made under this Agreement shall be considered provisional and subject to audit under item 11 and 12 in this Agreement. Invoices shall include a progress report that describes the nature and extent of the services actually performed and completed during the period covered as stated on the invoice. Invoices are subject to approval by WCW. The TRIBE agrees to provide such additional documentation as may be required by WCW regarding The TRIBE'S request for payment including deliverables as described in the Scope of Work. Any payments under this Agreement shall be due and payable to the TRIBE only following receipt by WCW of funds from Sonoma County Water Agency. WCW shall have no liability for payment unless and until said funds are received by WCW.
- 8. All work initiated hereunder by the TRIBE shall be subject at all times to inspection by authorized representatives of WCW and shall be accomplished to the satisfaction of WCW and the NCRP Tribal Representatives.
- 9. The TRIBE is a federally recognized Tribal government. No relationship of employer/employee exists between the parties hereto. Performance of services under this Agreement shall be in an independent capacity. It is the TRIBE'S responsibility to provide workers compensation and payroll deductions and contributions to its employees for any worker benefits or tax purposes as provided for by law.
- 10. During the performance of this Agreement, the TRIBE and its sub-contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, or sexual orientation. The TRIBE and its sub-contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.
- 11. The TRIBE shall maintain acceptable financial management systems during the term of this Agreement. Such systems shall provide accurate, current and complete disclosure of the financial activity under this Agreement.
- 12. The TRIBE and its subcontractors shall maintain standard financial accounts, documents, and records relating to this the services it performs under this Agreement. The TRIBE and its subcontractors shall retain these records for three years following the date of final disbursement by the WCW under this Agreement, regardless of the termination date. The documents shall be subject to examination and audit by WCW during the TRIBE's normal business hours and upon reasonable advance written notice. The TRIBE may use any accounting system, which follows the guidelines of "Generally Accepted Accounting Principles" published by the American Institute of Certified Public Accountants.
- 13. The TRIBE agrees to defend, indemnify and save harmless 1) West Coast Watershed, its officers, agents and sub-contractors, and 2) the Sonoma County Water Agency, its officers, agents and employees (collectively the INDEMNIFIED PARTIES) against any and all claims, damages, costs, losses and expenses, in any manner resulting from, arising out of or in connection with claims brought against the INDEMNIFIED PARTIES in connection with the TRIBE's or its subcontractor's negligence or willful misconduct in performing its obligations under this Agreement.

- 14. The TRIBE and its subcontractors further agrees to obtain at the TRIBE's or its subcontractor's expense and keep in full force and effect throughout this Agreement a policy or policies of comprehensive public liability insurance, professional liability insurance and commercial automobile insurance. Such policy or policies shall provide for a minimum coverage limit of \$1,000,000 combined bodily injury and property damage liability, or its equivalent, and shall further provide that such policy is subject to cancellation only upon 30 days prior written notice delivered to WCW. Such insurance shall be issued by a company or companies admitted to transact business in the State of California.
- 15. TRIBE shall, prior to commencement of this Project, furnish to WCW a certificate evidencing that such insurance has been procured and is in full force and effect, together with a copy of an endorsement confirming coverage of the above named additional insureds.
- 16. Venue and jurisdiction for any dispute arising between the parties regarding the Agreement shall be in the County of Sonoma or in Tribal Court.

Time is of the essence in this Agreement. The Effective Date of this Agreement is	
Accepted and Agreed by West Coast Watershed	
Ву:	
Karen Gaffney, West Coast Watershed	
Ву:	
Buster Attebery, Chairman Karuk Tribe	
The Karuk Tribe Tax Payer Identification Number:	



Attachment A Scope of Work



ATTACHMENT A - SCOPE OF WORK

TRIBAL ENGAGEMENT in the North Coast Resource Partnership

Scope of Work of Tribal Consultant(s) and Division of Labor among Consultant(s) Collaborators

This document includes a scope of work for North Coast Resource Partnership (NCRP) Tribal consultant(s) that reflects a comprehensive, year-long process involving more than 100 individuals from 30 North Coast tribes, bi-monthly conference calls, several meetings, and multiple rounds of editing and vetting. This document also outlines roles & responsibilities of people who will collaborate with said consultant(s) including Tribal voting delegates, Tribal Policy Review Panel (PRP) and Technical Peer Review Committee (TPRC) representatives, on-the-ground volunteers or Tribal staff who will conduct outreach and needs assessments, and existing NCRP staff.

This scope of work and budget was refined in January 2014 by NCRP Tribal representatives in accordance with Task A, Adaptive Work Plan Updates. The changes include reordering and bundling of closely related tasks and budget changes that allow for the following NCRP Tribal Engagement Consultants:

- Southern, Central and Northern District Tribal Engagement Consultants: to provide effective outreach, collect data and share information within the Southern, Central and Northern districts of the North Coast region as defined by the NCRP Memorandum of Mutual Understandings, Tribal Representation Process
- NCRP Tribal Engagement Coordinator: to provide regional coordination of Southern, Central and Northern districts outreach, communicate with NCRP staff and facilitate the NCRP Tribal representation process
- Technical Consultant: to provide grant writing support and technical assistance that is relevant to
 the needs of the Southern, Central and Northern district Tribes and aligns with the goals and
 objectives of the NCRP and North Coast Integrated Regional Water Management Plan (NCIRWM
 Plan).

This scope of work describes the consulting services to the North Coast Resource Partnership (NCRP) for the implementation of a comprehensive outreach, communication, and technical assistance strategy for at least 30 Tribal Nations located in Northern California. Consulting services shall expand meaningful engagement and participation of Tribal Nations in the NCRP water planning process and shall implement mechanisms that build the capacity of participating tribes, collect data and share information among and between tribes and relevant governmental and non-governmental agencies. Southern, Central and Northern district consultants shall meet with Tribal leaders, secure their participation, and document their specific water related issues and priorities while respecting the sovereignty of their nations.

Southern, Central and Northern district Tribal engagement consultants herewith assure the NCRP that principal consultants conducting the work of this scope have the necessary cultural, experiential, and academic qualifications and expertise to successfully complete all activities. All consultant contracts shall

comply with all specified State and Tribal standards, policies and contracting requirements as set forth in the County of Humboldt's contract with the California Department of Water Resources for Proposition 84 Planning Grant. Additionally to successfully provide the deliverables specified herein, all NCRP Tribal Engagement Consultants shall be committed to and shall honor the opportunity of working with the NCRP staff, North Coast Tribes, local governments, Policy Review Panel and Technical Peer Review Committee members as well as other partners that may be associated with the planning initiative.

Pursuant to the Request for Proposals for Tribal Coordination Services, under the section entitled "Evaluation Criteria and Selection Process" citation 8 – Preference will be given to Native American consultants.

<u>Project Approach and Scope of Work</u> Direction and Oversight of NCRP Tribal Engagement Consultant Work and Deliverables

This attachment outlines the understanding of the NCRP Tribal PRP and TPRC representatives and West Coast Watershed regarding the direction provided to NCRP Tribal Engagement Consultants and the oversight of work to be accomplished.

The NCRP Tribal Engagement scope of work will be overseen and directed by Tribal PRP and TPRC members. In addition to the role of contract manager, West Coast Watershed will actively participate in and facilitate all meetings and communication among Tribal PRP/TPRC members and NCRP Tribal Engagement Consultants, and document the agreements made regarding the execution of scope items. Any work directed by the Tribal PRP and TPRC members will be subject to review and approval by West Coast Watershed to ensure compliance with the terms of the California Department of Water Resources (DWR) planning grant and the Sonoma County Water Agency contract.

SOUTHERN, CENTRAL & NORTHERN DISTRICT TRIBAL ENGAGEMENT CONSULTANTS

TASK A: ADAPTIVE WORK PLAN UPDATES

The NCRP Tribal PRP and TPRC representatives shall work with West Coast Watershed to update/revise the scope of work that directs the NCRP Tribal Engagement Consultants as new information becomes available and/or the project evolves. These updates to the scope will be developed via monthly meetings with the Tribal PRP/TPRC and West Coast Watershed, and any changes to the existing scope will be authorized in writing by West Coast Watershed, and will be in compliance with the terms of the DWR Planning grant and the contract between West Coast Watershed and Sonoma County Water Agency. Revisions to the scope of work shall not result in an increase in the overall contract amount, unless authorized in writing by West Coast Watershed. Items that may be addressed via these updates and revisions to the scope of work include, but are not limited to, the following:

- Refinement of approach to providing technical services to Tribes, including the addition of additional technical subcontractors and supporting enhanced project readiness for Tribes
- Refinement of approach to Tribal outreach and data gathering (e.g. contact information, establishing list serves and communications).
- Refinement of approach to identifying and describing technical and project needs in the region
- Development of an integrated approach to Tribal engagement in the NCRP

- Outreach and process support for Tribal representation on the NCRP Policy Review Panel and Technical Peer Review Committee
- Shifting of budget items from one sub-task to another
- Identification of grants and funding opportunities
- Participation in meetings not directly related to the NCRP, but deemed relevant by the Tribal PRP and TPRC members (e.g., DWR and other agency meetings) will be included in regular work plan updates and subject to the approval of the Tribal PRP and TPRC members.
- Selection and scope of work for technical sub-contractors subject to the approval of the Tribal PRP and TPRC members.

TASK B: MAINTAIN & ENHANCE TRIBAL ENGAGEMENT

Task B1 (outreach by phone): Establish and maintain ongoing telephone communication with representatives from every tribe in each of the Southern, Central and Northern districts of the North Coast region as defined by the NCRP Memorandum of Mutual Understandings, Tribal Representation Process. This includes the Tribal Councils, Tribal Historic Preservation Offices (THPO), Environmental/Natural Resources Departments, and utility departments for every tribe in each of the North Coast region Districts. Start with an existing database of 200 (contacts that will be provided). When contacting Environmental or Natural Resources departments and utility departments, ask for the head of each department, explain the Tribal NCRP process and history, ask if they're interested in participating. If they are, put them in the database and on the listserv with their permission (see below) and e-mail them a link to background information about Tribal engagement in the NCRP (see below). If they are not interested, ask them who else would be interested and then contact those people. For tribes that have not nominated a "voting delegate" (i.e. point person – see below), facilitate that process.

Deliverable: Log of calls including names, date, whether left a message or reached, and notes from conversation.

<u>Task B2 (conference calls):</u> Host conference calls on an as needed basis that are open to staff and members of all tribes in each of the Southern, Central and Northern districts. This task may require that a proposed agenda is developed, circulate the agenda by e-mail for amendments (to the listserv), incorporate amendments, and send the final agenda to the listserv. One week before each conference call, call voting delegates who were not on the previous conference call.

<u>Deliverables:</u> 1) Agendas of conference calls. 2) Log of conference calls including names and affiliations of participants, date, notes from conversations, and assignments / tasks that call participants agreed to do.

Task B3 (spreadsheet of contacts): Regularly update and expand a spreadsheet of all North Coast Tribal members and staff who are interested in the IRWM process within each of the Southern, Central and Northern districts. An existing spreadsheet with more than 200 contacts from 30 tribes will be provided. New entries should include telephone and e-mail contact information, affiliation, and a check box indicating whether they've agreed to be on the listserv (task B.1). This database should consistently grow as a reflection of ongoing efforts to increase the number of Tribal members and staff members who are engaged in this process.

Deliverable: Updated contact list in spreadsheet format sent to NCRP Tribal Coordinator.

<u>Task B4 (listserv)</u>: Establish, maintain, and expand a listserv consisting of every Tribal member or staff person who agrees to be on list. Whenever speaking with a North Coast Tribal member or staff person, ask if they want to be added to the list.

Deliverable: Tribal listserv that is regularly updated and includes everyone who has expressed interest and willingness to be on listserv.

Task B5 (direct mail & mailing list): Acquire or create a snail mailing list of all Tribal Council Chair people, Environmental/Natural Resources directors, and utility department directors in each of the Southern, Central and Northern districts in the North Coast region. Start by obtaining the latest US BIA and the California Native American Heritage Commission lists of Tribal Chair people (see below). Integrate this information into the existing spreadsheet (described above), but with a separate column that allows you to isolate these names, enter them into mail merge, and print a label for mailings to the Chair people of each tribe. Contact lists should originate, but not be limited to, the following:

- 1) The US Bureau of Indian Affairs (Sophia Torres, Pacific Regional Office, (916) 978-6073). Request list of all recognized tribes and all tribes that have applied for recognition.
- 2) The California Native American Heritage Commission (Debbie Pilas-Treadway, dpt_nahc@pacbell.net). I requested and received several of her lists. She said there is no definitive list of CA non federally recognized tribes.
- 3) Cross check these with the list from the US EPA Region 9. Maria D. Castain, Environmental Protection Agency, Tribal Program Office, (415) 972-3264, castain.maria@epa.gov
- 4) Tribal Historic Preservation Office

Deliverable: mailing list (should be incorporated into spreadsheet of contacts) sent to NCRP Tribal Coordinator.

<u>Task B6 (e-mail updates)</u>: Send regular (1-3 per month) e-mail updates to the listserv that include applicable updates including, but not limited to, conference call info, grant deadlines, meeting dates and other relevant topics addressed in official NCRP e-mail updates. To the extent possible, include e-mail subject lines that explain the topic of the e-mail.

Deliverable: e-mail trail

TASK C: FACILITATE NOMINATION AND VOTING PROCESS

Facilitate a nomination and voting process to select new Tribal PRP and TPRC representatives and the appointment or reappointment of 1 "voting delegate" per tribe. Voting delegates are empowered by their Tribal council to be a point person for their respective tribe and they are able to cast one vote on behalf of their tribe for Tribal PRP and TPRC representatives. This task will require compiling and mailing applicable background documents and a cover letter to the Chair of each Tribal council and the head of the following Tribal departments: Environmental/Natural Resources, and public utilities. This package will request that each tribe appoint or reaffirm their voting delegate, and if they choose, that they nominate individuals to be candidates for Tribal PRP or TPRC reps for their district. Previously used nomination and voting documents will be provided.

Deliverable: Mailing list in excel (can be part of existing database) and package to be mailed.

TASK D: DRAFT AND UPDATE DOCUMENTS

Work with the NCRP Tribal Engagement Coordinator to update all documents related to Tribal involvement in the NCRP, nomination, voting and roles and responsibilities of Tribal PRP & TPRC members. As needed, draft new fact sheets. Provide all final public documents related to Tribal involvement to the NCRP Tribal Engagement Coordinator.

Deliverable: Updated documents made available to the NCRP Tribal Engagement Coordinator.

TASK E: HOST ANNUAL MEETING

In conjunction with the NCRP Tribal Engagement Coordinator and NCRP Tribal Representatives, help plan and host at least 1 annual meeting with all tribes in the North Coast region. The first such meeting was in the Northern District, therefore the next meeting should be in the Central or Southern district.

Deliverable: Successful annual meeting with participation of representatives from a majority of North Coast Tribes. List of participants.

TASK F: UPDATE NCIRWM PLAN TO REFLECT TRIBAL WATER-RELATED NEEDS & EXPERTISE

<u>Task F1 (create survey):</u> In consultation with Tribal PRP and TPRC representatives, Tribal mapping work group, NCRP staff, and NCRP Tribal Engagement Coordinator, compile a survey with questions that will be sent to individual Tribal members to assess water-related needs that may be incorporated in North Coast IRWM Plan.

Survey should capture information about: 1) Tribal water systems with drinking water or wastewater challenges, 2) Water Withdrawals & Instream Flows, 3) Potential Water Conservation Projects, 4) Historical & Present Land use, 5) Native plant habitat associated with waterways, 6) Vegetation cover adjacent to waterways, 7) Waterways associated with Tribal ceremonies or key fishing grounds, 8) Locations of fish passage barriers and other limiting factors for fisheries, 9) Pesticide application, 10) Future plans for development.

Deliverable: Completed survey

<u>Task F2 (circulate survey)</u>: Mail survey to each Tribal Council, Tribal Environmental/Natural Resources, and Tribal utility department (Tribal coordinator will provide this mailing list). Include a letter with the survey requesting that each tribe either send the survey to their entire membership, or provide a mailing or e-mail list for their membership so you can mail it directly. Follow up with each tribe by phone to ensure that survey is sent to Tribal membership, not just Tribal staff members. The intent is to identify water-related needs known to Tribal members, not just Tribal staff.

Deliverables: 1) Record of who received survey, 2) Completed surveys from members of the majority, if not all, North Coast tribes.

<u>Task F3 (coordinate interviews):</u> In collaboration with the NCRP Tribal Representatives, identify and coordinate "local needs assessors" (aka local outreach assistants who are volunteers or Tribal staff) who will conduct outreach and interviews within their own tribes. Request that these individuals conduct interviews with fellow Tribal members to complete surveys.

NOTE: There may need to be reserved funds to reimburse local needs assessors for their costs and travel. **Deliverable**: list of local needs assessors. Summary of interview responses.

<u>Task F4 (incorporate survey and interview results into NCIRWM Plan)</u>: Log results of survey so they can be incorporated into the NCIRWM Plan and the NCRP GIS mapping system. In collaboration with Tribal Engagement Coordinator, local need assessors, and NCRP staff, compile data and integrate it into the overall North Coast IRWM plan.

Deliverable: NCIRWM plan sections that reflect survey results, and thereby, Tribal water-related needs.

<u>Task F5 (identify and correct gaps in existing NCIRWM Plan)</u>: Evaluate the existing NCIRWM Plan and identify gaps that exist with regard to North Coast Tribal issues and concerns. Develop proposed amendments, chapters, reports, etc. to respond to data gaps for inclusion in the updated NCIRWM Plan.

SCHEDULE

All work to be completed by December 31, 2014

TABLE 1 – MILESTONES

SOUTHERN, CENTRAL & NORTHERN DISTRICT TRIBAL ENGAGEMENT CONSULTANTS	COMPLETED
Task A: Adaptive Work Plan Updates	Ongoing
Milestone: Tribal Engagement Consultant Sub-contracts in all Districts	until Dec
	2014
Task B: Maintain & Enhance Tribal Engagement	Ongoing
Milestone: Updated District contact list	until Dec
	2014
Task C: Facilitate Nomination and Voting Process	Ongoing
Milestone: Updated list of NCRP Tribal PRP & TPRC representatives; NCRP orientations	until Dec
conducted (note: TPRC representatives may be reviewing proposed projects in June)	2014
Task D: Draft and Update Tribal Representation Documents	Ongoing
Milestone: Updated documents made available to Tribal Coordinator	until Dec
	2014
Task E: Host Annual Meeting	Ongoing
Milestone: Successful annual meeting with participation of representatives from a majority	until Dec
of North Coast Tribes	2014
Task F: Update NCIRWMP to Reflect Tribal Water-Related Needs & Expertise	Ongoing
Milestone: Tribal survey summary made available to Tribal Coordinator	until Dec
	2014

TABLE 2 – BUDGET

CONSULTANT	AMOUNT
SOUTHERN, CENTRAL & NORTHERN DISTRICT TRIBAL ENGAGEMENT CONSULTANTS	\$25,000
Task A: Adaptive Work Plan Updates	
Task B: Maintain & Enhance Tribal Engagement	
Task C: Facilitate Nomination and Voting Process	
Task D: Draft and Update Tribal Representation Documents	
Task E: Host Annual Meeting	
Task F: Update NCIRWMP to Reflect Tribal Water-Related Needs & Expertise	
TOTAL	\$25,000

Roles & Responsibilities of People Who Will Collaborate with Consultant(s)

Local Need Assessors (AKA local outreach assistants who are Tribal member volunteers or Tribal staff)

The following tasks are recommended for each tribe, or groups of tribes. Tasks could be performed by Tribal member volunteers or staff of individual tribes. Tribal coordinator will assist these individuals by mailing surveys and compiling results.

Task: Conduct targeted on-the-ground outreach by phone, e-mail, door to door interviews to maximize the number of surveys completed and water-related problems identified that can be incorporated into the NCIRWM Plan. Surveys / interviews will reach Tribal members as well as Tribal councils and Tribal Environmental/Natural Resource Departments about known problems. The purpose of the interviews will be to define Tribal water priorities, and record Tribal expertise, including information such as locations of natural recharge areas, critical water-related locations that support Tribal practices, and fish recovery practices.

Voting Delegates

Voting on Tribal delegates shall be aligned with the *Tribal Representation Process* included as Attachment A in the North Coast IRWM Memorandum of Mutual Understandings (MoMU) revised in November 2010. Per the Tribal Representation Process, "In response to a proposal endorsed by 20 tribes, the Policy Review Panel (PRP) of the North Coast Integrated Regional Water Management Plan (NCIRWMP) voted to establish three seats on the PRP and three seats on the Technical Peer Review Committee (TPRC) for tribal representatives. The tribes of the North Coast region devised the following process to select representatives and approve the NCIRWMP. This process can be modified upon a unanimous vote of the three acting tribal PRP representatives. Modifications to this document will not require approval of signatories to the MoMU and will not be treated as a modification of the MoMU."

Each tribe may appoint a voting delegate who is empowered by her/his Tribal council to vote on behalf of their tribe and represent their tribe's interest in matters related to the NCRP. Tribal delegates must be Tribal members or appointed staff of the Tribe that they represent. This process will ensure that the "Tribal coordinator" and Tribal PRP / TPRC representatives have a point-person at each tribe and can do their job effectively. Specifically, having a voting delegate will prevent the Tribal PRP / TPRC reps and/or the Tribal coordinator from having to waste time making 101 phone calls and sending dozens of e-mails to get simple answers to simple questions such as: which days are you available for a conference call, for whom are you voting, or does this document look ok to you.

Roles & Responsibilities

- 1) Vote for Tribal PRP / TPRC representatives on behalf of the tribe that appointed you within the time provided.
- 2) When Tribal coordinator or Tribal PRP / TPRC representative e-mails or calls you, respond within 5 working days. If voting delegate is non-responsive, the Tribal coordinator must notify the voting delegate's council.

Tribal PRP & TPRC Roles & Responsibilities

Roles & Responsibilities

- 1) Attend NCRP PRP / TPRC meetings.
- 2) Participate in conference calls (can discuss frequency) and annual meeting.
- 3) Respond within 5 working days when Tribal coordinator asks a question by e-mail or phone call.
- 4) Read all and rank all project proposals submitted to NCRP (TPRC reps only).
- 5) Regularly engage with representatives (including but not limited to voting delegates) from each tribe in your district by e-mail, phone and meetings.
- 6) Help plan and host at least 1 annual meeting with all tribes in the North Coast region.

NCRP Staff

- Upload information provided by Tribal Engagement Consultants to the North Coast website and assist with any needed formatting or maps
- Develop Tribal information into GIS data layers as requested by the Tribal PRP and TPRC from information provided by Tribal Engagement Consultants
- Assist with project technical assistance and application development as requested and as budget allows
- Other collaborative work as requested and agreed upon between West Coast Watershed, Tribal PRP/TPRC and Tribal Engagement Consultants

Karuk Tribal Council Report

Carlotta Whitecrane Environmental Administrative Coordinator

May14, 2014

At the end of April I attended the Regional Tribal Operations Committee (RTOC) meeting as a RTOC Northern California Representative. Jared Bloomfield recommended that each Tribe request Government-to-Government consultation with EPA headquarters. However, we do not have a Tribal Council Representative as an alternate right now. I'd like the Council to nominate someone to act as an alternate and serve as Tribal Contact for these consultations.

Need to designate a new alternate for RTOC Northern California Representative as soon as possible.

It was an informative RTOC meeting; we had presentations from the State Water Board, Governor's Office Tribal Liaison (Heather Hostler), USDA, BIA, IHS, EPA, and FEMA addressing California Drought concerns. We also discussed the new Gap Guidance that is to begin this October 2014 and how it will affect our GAP and PPG Workplans.

- EPA Budgets for the next fiscal year have a 2% increase but EPA is pulling solid waste funding out of GAP and referring open dump cleanups to IHS- I don't see how this can be called an increase when solid waste funding is disappearing and leaving a large gap for all Tribal programs
- Meeting PPG, GAP Program Objectives
- Process invoices, prepare contracts/documents for Council review/approval
- Assist coordinators with budget management activities
- Reviewing DNR Budgets
- Preparing 2st Quarter EPA GAP report
- Successful Happy Camp High school presentation with DNR representatives, 5-7-14

Karuk Tribal Council Report

Crystal Robinson Tributary Water Resources Coordinator

May 14, 2014

Action Items

- 1. KISTERS Agreement 14-A-052: Real-time water quality web site maintenance and support agreement for 2013-2019.
- 2. Cell phone request

Current Sampling and WQ Reports

- 1. Data analysis on Knownothing Study and water quality results from burned tributaries. Creating presentation for Fire Symposium and KBMP.
- 2. Completed Sampling and Analysis Plan for drinking water study on Somes Bar Workstation, received comments back from EPA, corrected and resubmitted to EPA for approval.

Water Quality Meetings and Trainings

- 1. Attended the following Teleconferences and/or Webinars
 - a. BOR WaterSMART discussion with Elizabeth Neisen and Craig on how to incorporate Montague CHERP into our proposal development. Also updated Elizabeth on Scott River project ideas for groundwater data collection and working with the Groundwater Advisory Committee on collaboration.
 - b. Tribal Water Quality Workgroup meeting to reallocated funding from EPA. Unanimously it was decided that a universal Klamath tribal database would be developed to meet the requirements of the CWA 106 program. Also year two of a blue-green algae variability study was approved for Karuk and Yurok, this will continue to work I started last summer showing levels can be much higher when we are not sampling.
 - c. Tribal Database webinar for the tribal workgroup to talk through the needs with the desired consultants and develop a rough budget estimate for allocation of the workgroup dollars.
 - d. Klamath Tracking and Accounting Program update on revisions to the protocol document since new comments were submitted by the new groups that joined in 2013, Tribes being the group.
- 2. Site tour with BOR staff of Karuk lands and projects.
- 3. Groundwater Advisory Committee meeting in Fort Jones. Update from Chair on the meeting with Karuk on the groundwater tasks for the upcoming year and desire for collaboration on scenario ideas and modeling.
- 4. Klamath Basin Monitoring Program (KBMP) spring meeting with presentations from around the basin, I presented our aluminum staining found on rocks from burned tributaries. Day two focused on KBMP structure, roles and responsibilities.

- 5. Regional Water Quality Control Board meeting in Fortuna with workshops on the 303d listings submitted in 2010 and the Basin Plan Amendments. I gave comments on the listing recommendations I had submitted comments for and a background on the current TMDL's and implementation in the sub basins of Scott, Shasta and Salmon River.
- 6. Scott River Watershed Council meeting in Etna included updates on the RCD's projects for this summer. I had good discussions with a few landowners on a restoration project proposed for the French Creek Watershed. Also there will be a Riparian Restoration Strategy and Schedule submitted to RWB, per the Scott TMDL, within the next month or so.

State and Federal Processes

KBRA – updating Susan.

KHSA – updating Susan.

TMDL's— Reviewed the 303d Listing Report that the Regional Water Quality Control Board distributed for public comments. Developed and submitted comments by the deadline to RWB staff in support of listings for low flow on Scott and Shasta, as well listings for DO, pH, biostimulatory substances and E.coli for the Scott and/or tributaries. I also supported the proposed aluminum listings on the Klamath and selected tributaries.

Administrative

Grants

1. Completed EPA quarterly reports for CWA 106 and Drinking Water at Somes Bar project.

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, multiple, with Susan Corum on water quality program tasks/timelines/requirements/meetings etc.

Karuk Community Health Clinic

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

Karuk Tribe



Administrative Office

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

Karuk Dental Clinic

64236 Second Avenue Post Office Box 1016 Happy Camp, CA 96039

Phone: (530) 493-2201 Fax: (530) 493-5364

	REQUEST I	FOR CONTRACT/ MOU/ AGRE	EEMENT
Check One:	Contract MOU Agreement Amendment	☐ Karuk Tribe Number☐ Kunder/Agency Assigner Amendment:	
REQUIRED		ached d Management (SAM) (CONTR. otification/ review required	*Budget Attached ACTS ONLY) Yes No
Requestor:	Crystal Robinson		e: May 11, 2014
Department/Program:		DNR - Water Quality	
Name of Contractor or Par	ties:	Kisters	
Effective Dates (From/To)		October 1, 2013	September 30, 2019
Amount of Original: Amount of Modification:		\$33,480	
Total Amount:		\$33,480	
Funding Source:	5060-37 EPA CWA	106	
Special Conditions/Terms:			
Brief Description of Purpo Support and maintenanc		k Water Quality internet site for	real-time water quality probes.
Cuptal Ro	binson **	REQUIRED SIGNATURES **	5/11/14
Requestor			Date
**Chief Financial Officer			Date
**Director, Administrative	Programs & Complian	nce	Date
**Director of Self Governa	ance(MOU/MOA) or T	ERO (Contracts)	Date
Other		Request for Contract/MOU/Agreement	Date

Updated October 25, 2012
This amended version supersedes all previous versions.

LICENSE AND MAINTENANCE AGREEMENT

This Agreement effective as of the 1st day of October, 2013.

BETWEEN:

KISTERS NORTH AMERICA INC. (hereinafter "KISTERS"), of the First Part - and -

Karuk Tribe (hereinafter "Client"), of the Second Part.

Both KISTERS and Client collectively referred to as "Parties".

WHEREAS Client desires to license from KISTERS the right to use and operate the software products as described in **Appendix A, Table A: Product Listing and Cost Schedule** of this Agreement, as well as any associated documentation (hereinafter collectively called "License Software"), and KISTERS agrees to license to Client, the Licensed Software, all in accordance with this Agreement;

WHEREAS Client desires to receive, and KISTERS agrees to provide to Client, Support and Maintenance Services in relation to Licensed Software, all in accordance with this Agreement;

NOW THEREFORE IN CONSIDERATION of the license and maintenance support fees detailed in Appendices A and B payable by Client to KISTERS, and other good and valuable consideration, KISTERS and Client agree as follows:

1. Definitions

1.1. In this Agreement, unless the content or subject matter indicates otherwise, the following terms shall have the following meanings:

"Agreement" means this License and Maintenance Agreement as it may from time to time be supplemented or amended and in effect, and includes the recitals and the Appendices attached to this Agreement.

"Affiliate" means any person directly or indirectly Controlled (as that term is defined in the following sentence) by, Controlling, and/or under the common Control with, Client. Control means the ownership, directly or indirectly or greater than 20% of the voting securities of the entities in respect of such determinations being made (a "first person") and the power to direct or cause the direction, management and operating policies of the first person and include a limited partnership if that person is the general partner of a limited or general partnership.

CONFIDENTIAL	Kisters North America
	Initials

"Bugzilla" means a web based Error reporting, tracking and enhancement request tool.

"Client" means Karuk Tribe and includes its affiliates and their respective directors, officers, employees, agents, consultants, contractors and other persons authorized to act on their behalf, as well as any authorized employee, consultant or contractor to any of Client's suppliers or customers to the extent their position with such supplier or customer and the nature of the products or services supplied to or purchased from Client requires or permits their access to the Licensed Software.

"Client Computers" means the stand-alone computers and/or workstations and/or laptops, notebooks, tablets and other mobile computing devices operated by or for Client.

"Client Data" has the meaning specified in Section 5.2.

"Client Changes" has the meaning specified in Section 5.4.

"Client License" means a user License to access the various capabilities of the KISTERS software suite.

"Consumer Price Index (CPI)" means annual escalation rate for cost of maintenance and support, based on the United States Bureau of Labor and Statistics CPI.

"Con-current License" means the number of client users accessing the program simultaneously.

"Database" means all data relationships, user-defined functions, stored procedures and system algorithm forming an integral part of the Licensed Software, but shall in no event include any Client Data and/or Client Changes as defined in Sections 5.2 and 5.4 hereof.

"Designated Server(s)" means application server(s), database server(s), report server(s), start-up server(s), backup server(s), and/or other network server(s), operated by or for Client, including without limitation the servers specified in the applicable Order Form(s) attached hereto as **Appendix A**.

"Documentation" means any and all documents, technical information, specifications and owners/user manuals provided by KISTERS to Client pursuant to this Agreement describing the Licensed Software, and more particularly, its

operation, and matters relating to its use, in written material or on magnetic media.

"Effective Date" means the date this agreement was signed as set forth in the opening paragraph.

"Error" means any failure of the Software to conform in any material respect to its or their published specifications.

"Error Correction" means either a modification or addition that, when made or added to the Software, brings the Software into material conformity with its or their published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

"Floating License" means a license where many machines may have the software installed, but only a specific number of machines may run it at a time. All machines that may run the software must have network access. When the user starts the program, the program checks with a central monitoring system, usually CITRIX, to see if there is an "open" license. If all the licenses are in use, the program stops and returns this information to the user.

"Hardware" means the hardware supplied as part of a bundled solution on which KISTERS software is installed as well as other components that comprise a bundled product.

"Intellectual Property" means, any and all property, whether real, personal, tangible or intangible, and regardless of medium, form or format, including inventions, discoveries, products, processes, computer hardware, computer software, specifications, drawings, reports, and any legal means and/or instruments that may be used or relied upon to provide or confer a right, ownership, title, interest or claim to any of the above whether under patent law, copyright law, trademark law, industrial design law, mask work or integrated circuit topography law, trade secret law, and/or any other statutory provision or equitable or common law principle.

"Intellectual Property Rights" means proprietary rights that are governed by, subject to, or provided under, any single or combination of the following: a) patent law; b) copyright law; c) trademark law; d) industrial design law; e) mask work or integrated circuit topography law; and f) any other statutory provision or common law or equitable law or principle that does, or may hereafter, provide a right, title, or interest, in any Intellectual Property, or the expression thereof.

"Licensed Software" means the computer software program in object code form, and the Database, and Documentation, licensed by KISTERS to Client pursuant to this Agreement as specified in the Order Form(s) attached hereto as Appendix A and/or otherwise mutually agreed to in writing by the parties from time to time, and includes any and all Support Software related thereto. Licensed Software shall in no event include any Client Data and/or Client Changes.

"Named User License" means the client software is licensed to the user and the PC.

"Order Form" means order form for licensing Licensed Software and/or procuring Support and Maintenance Services which when completed and signed by both parties shall document, among other things, the Licensed Software and Support and Maintenance Services under this Agreement.

"Party" means either KISTERS or Client.

"Parties" means both KISTERS and Client.

"Person" means any individual, company, corporation, partnership, government or government agency, authority, or entity, howsoever designated or constituted.

"Releases" means new versions of the Software, which may include Error Corrections and/or Updates.

"Site License" means a software licensing agreement that grants the purchaser permission to use the software on a network in a single defined Site, with an unlimited number of end users. The Site is defined as part of the licensing agreement. Example: A Site may be a Federal Government Agency where only the named Agency has an unlimited use of the software and not the entire government.

"Software Update" means any new sub-version release of the Licensed Software to be provided by KISTERS to Client under this Agreement that is primarily provided to correct functional and/or performance deficiencies, including "error" corrections, minor improvements, and modifications and/or adaptations required to maintain compatibility with the operating system software and/or hardware environment, and includes additional or amended Documentation.

"Software Upgrade" means any new version release of the Licensed Software to be provided by KISTERS to Client under this Agreement that is provided to

improve performance, technical efficiency, capacity, or functionality, and modifications and/or adaptations required to accommodate new operating system software and/or hardware environments, and includes additional or amended Documentation.

"Support and Maintenance Cost" means cost of maintenance and support services specified in the Order Form(s) attached hereto as Appendix B, Table A Component Support and Maintenance Cost Schedule and/or otherwise mutually agreed to in writing by the parties from time to time.

"Support and Maintenance Services" means all Support associated with the Client requests for assistance with the day to day use of the software, Maintenance is that portion associated with upgrades and updates of the software provided to the Client while under contract.

"System Certificate" means a Certificate prepared annually and sent to the Client specifying the type, number of licenses and the support period covered under the support and maintenance contract. This certificate may vary from period to period depending upon additional licenses (if any) added to the contract.

"Support Software" means all software, including Software Update(s) and Software Upgrade(s), related to the Licensed Software and provided to Client as part of Support Services, together with all related Documentation provided to Client pursuant to such Support Services.

"Taxes" means all taxes, levies, duties, charges, rates and assessments imposed by any taxing authority, including any sales, excise, use, property, capital, business transfer, goods and services, withholding and value added taxes.

"Third Party" means any Person other than KISTERS or Client.

- 1.2. For the purposes of this Agreement, except as may be otherwise expressly stated:
 - 1.2.1. the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, Subsection, Appendix or other subdivision;
 - 1.2.2. the word "including" or "includes" is not limiting whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;

- 1.2.3. any consent, approval or waiver contemplated by this Agreement must be in writing and signed by the Party against whom its enforcement is sought, and may be given or withheld in the sole and unfettered discretion of the Party from whom it is requested, unless otherwise expressly stated;
- 1.2.4. technical or industry specific phrases or words not otherwise defined in this Agreement have the well known meaning given to same within the industry or trade as of the date in which they are applied or used.

2. Named User License Grant

- 2.1. KISTERS hereby grants to Client a Named User License as defined in this document.
- 2.2. KISTERS hereby grants to Client a perpetual, non-exclusive, license to install, use, execute, store, access, display, amend, and run, the Licensed Software on or from the Designated Servers and Client Computers, and to copy and use Documentation. The software is identified in Appendix A, Table A: Product Listing and Cost Schedule and it is understood that Client may order additional or new software from time to time which will be billed for separately as agreed, but which understanding will be governed by the terms and conditions of this Agreement. Without limiting the generality of the immediately preceding sentence, Client may copy onto and use the Licensed Software on Designated Server(s) and Client Computers, and copy Documentation as required for Client's activities permitted under this Agreement. Each copy of the Licensed Software made by Client hereunder shall contain the same copyright, confidentiality, and other proprietary notices and legends that appear on the original copy thereof provided to Client hereunder. Client is bound by all terms of this Agreement with respect to those copies (e.g., confidentiality).

3. Fees and Payment Terms

- 3.1. Client shall make timely payment to KISTERS of all license and maintenance fees due to KISTERS hereunder as specified in the applicable Order Form(s) as set forth in **Appendices A and B** on the date(s) set forth therein, subject to receipt by Client from KISTERS of an invoice therefore. Those timely payments shall be made to KISTERS within 30 days of Client receiving an invoice from KISTERS for the license fee for the Licensed Software and Support and Maintenance Services.
- 3.2. If Client orders any new or additional software or Support and Maintenance Services not already covered under the license grants and maintenance and support commitments hereunder, Client agrees to pay for that new or

- additional software or services within 30 days of receiving the invoice as set forth herein and the respective order form.
- 3.3. Client will provide KISTERS with a written purchase order for the Software to be licensed hereunder on or before the time of execution of an Order Form. KISTERS may, but shall not have to, accept any terms and/or conditions contained in any purchase order that are in conflict with the provisions of this Agreement.
- 3.4. Client shall be responsible for paying Taxes imposed based upon any goods or services provided under this Agreement. Client may provide KISTERS, in lieu of paying any such Taxes required to be paid by Client, with a certificate of exemption in form and substance reasonably satisfactory to KISTERS.
- 3.5. All license fees and other amounts due to KISTERS under this Agreement are payable in U.S. Dollars, unless otherwise specified in the applicable Order Form(s). Overdue amounts shall accrue interest, commencing 30 calendar days from the relevant due date and continuing until the date that payment is received, at the rate of 1% per calendar month or, if lower, the highest rate permitted by applicable law.
- 3.6. The money due under Appendix B for Support and Maintenance Services is an annual payment due each and every year of this agreement. Client retains the right to terminate the Support and Maintenance Services specified in Appendix B by providing written notice at least thirty (30) days prior to the expiry of the current year's maintenance agreement. Unless terminated by the Client as specified in this section 3.6, KISTERS will submit an invoice to Client at the beginning of each service year for payment of the annual amount due under Appendix B, and Client shall pay to KISTERS the invoice amount within 30 days of receiving such invoice.

4. Restrictions

- 4.1. Client shall use the Licensed Software only as expressly provided for in this Agreement. Client shall not, except as expressly provided in this Agreement:
 - 4.1.1. mortgage, pledge, hypothecate, lease, or sell, voluntarily, by operation of law, or otherwise, the Licensed Software or any Intellectual Property Rights relating thereto, to any Third Party, other than such liens, charges or encumbrances as apply generally to the property and assets of Client;
 - 4.1.2. permit any Third Party, other than the directors, officers, employees, contractors, agents and other authorized representatives of Client, its

Affiliates, and their respective suppliers and customers, to have access to or use the Database;

- 4.1.3. install or store the Database on any computer server owned and operated by any Third Party (the parties acknowledging that such restriction does not prohibit or require any consent from KISTERS for any deployment by Client of production, back-up or development servers for the Database as part of any general or application specific business process outsourcing, managed service, or use of other cloud based infrastructure by or for Client); and.
- 4.1.4. reverse engineer, decompile or disassemble object code of any Licensed Software, in whole or in part.

5. Intellectual Property

- 5.1. Nothing in this Agreement shall be construed as to negate the fact that the Licensed Software, and Intellectual Property Rights relating thereto, are and shall remain the exclusive property of KISTERS.
- 5.2. All data and/or information supplied or incorporated by or for Client, and all data, information, and/or reports, pertaining to Client, its Affiliates, and/or their business, generated as a result of the use of the Licensed Software or any part thereof, and any and all Intellectual Property Rights thereto (collectively "Client Data"), pursuant to the provisions of this Agreement shall remain the exclusive property of Client and/or its licensors, and KISTERS shall not acquire any right, title or interest therein or thereto.
- 5.3. Client shall not modify or remove, in any manner, any proprietary notice(s) provided by KISTERS in connection with any of the Licensed Software, or otherwise included therein.
- 5.4. Any and all modifications and/or derivatives, of any part of Licensed Software conceived, created, developed, and/or reduced to practice, by or for Client, and any and all Intellectual Property Rights thereto (collectively "Client Changes") shall be the exclusive property of Client and nothing in this Agreement shall be construed as granting to KISTERS any rights, title, or interest, to or in any such Client Changes.

6.	Confid	

6.1. Client shall:

- 6.1.1. take such reasonable steps (but no less than those steps that Client takes to protect its own information that it considers as confidential) to keep the Database confidential;
- 6.1.2. not disclose or otherwise make available the Database to any Third Party otherwise in accordance with this Agreement, except to such directors, officers and employees of Client, Affiliates, or contractors or agents of Client, who have a need to have access to the Database to perform their obligations to Client and/or Affiliates, and then, only in accordance with the non-disclosure obligations of Client in connection with the Database, as set out in this Agreement. Client shall require any third party to sign a Nondisclosure and Confidentiality Agreement which assures all Databases will be maintained confidential. Client or the third party will be liable to KISTERS for any breaches of disclosure and confidentially caused by Client or such third party, as the case may be;
- 6.1.3. issue, as may be required in the circumstances, written instructions to Client's directors, officers, employees, Affiliates, contractors, and agents, requiring them to comply with Client's obligations as set out in this Agreement, and to use the Licensed Software only as expressly permitted in this Agreement. Any material failure on the part of any of them to comply with such written instructions shall be deemed to be a material breach of this Agreement by Client.
- 6.2. Client's obligations under this Article 6 shall not apply to any information and/or other property that:
 - 6.2.1. was or becomes known or available to the public through no fault of Client:
 - 6.2.2. was or becomes known or available to Client from a source (other than KISTERS) without any confidentiality obligation;
 - 6.2.3. independently developed by Client or its authorized representatives without reference to and use of the Database; or
 - 6.2.4. is required to be disclosed in compliance with statutory or regulatory requirement, a judicial order, or an order of a duly authorized administrative agency, provided that Client first gives KISTERS notice of same in accordance with Section 6.3 below.
- 6.3. In the event that Client or any other person referred to in Subsection 6.1 to whom the Database is provided receives notice indicating that it may or shall be

legally compelled to disclose any part of the Database, it shall provide KISTERS with prompt notice so that KISTERS may at KISTERS' sole discretion seek a protective order or other appropriate remedy and/or waiver of compliance with the provisions of this Agreement.

6.4. Client acknowledges that its failure to comply with the provisions of this Article 6 may cause irreparable harm to KISTERS which cannot be adequately compensated for in damages, and accordingly acknowledges that KISTERS shall be entitled, in addition to any other remedies available to it, to interlocutory and permanent injunction relief to restrain any anticipated, present or continuing breach of this Article 6.

7. Term and Termination

- 7.1. The term of this Agreement shall commence as at the Effective Date and shall continue in perpetuity unless terminated earlier pursuant to Section 7.2 hereof.
- 7.2. Either party may terminate this Agreement, in whole or in part and with or without cause, at any time by 90-days written notice to the other party.
- 7.3. Upon termination of the license rights granted to Client under this Agreement, Client shall immediately cease all of its activities with respect to the Licensed Software, save and except any Client Data and Client Changes:
 - 7.3.1. immediately return to KISTERS Licensed Software; and
 - 7.3.2. immediately erase all digital representations thereof in any form from all storage media in its possession or under its control.
- 7.4. Termination of this Agreement shall not limit either Party from pursuing any other remedies available to it, including injunctive relief.

8. Support and Maintenance Services

- 8.1. KISTERS shall provide to Client, Support and Maintenance Services. Client shall make timely payment(s) to KISTERS as specified in applicable Order Form(s) in **Appendix B** for Support and Maintenance Services, subject to receipt by Client from KISTERS of an invoice therefore.
- 8.2. KISTERS shall, by written proposal given to Client not less than 30 calendar days prior to expiry of each term of Support and Maintenance Services, offer to Client the option to renew the term of the Maintenance Service under the same terms and conditions with provisions for cost escalations (e.g., inflation clause)

as set forth in Appendix B, Table A: Component Support and Maintenance Cost Schedule. If and when Client wishes to continue receiving Support and Maintenance Services, Client will provide KISTERS with a written purchase order for same for execution as Order Form. Any expiry or termination of any Support and Maintenance Services shall in no event cause or result in, or deemed to cause or result in, any license granted to Client hereunder to be terminated, affected, altered, withdrawn, or diminished in any way.

- 8.3. All Support Software and related Documentation provided by KISTERS to Client as part of any Support and Maintenance Services shall be considered part of the Licensed Software and subject to the terms and conditions of this Agreement.
- 8.4. Support and Maintenance Services are provided preferably via remote communication means, and Client shall during period(s) Support and Maintenance Services install and maintain, at its own costs and expenses, at least one telephone line with standard telephone and facsimile machine and virtual private network (VPN) access for KISTERS.
- 8.5. KISTERS shall keep in confidence, and use only for the provision of Support and Maintenance Services for Client, any and all property, whether real, personal, tangible or intangible, and regardless of medium, form or format, that may be provided by Client directly or indirectly to KISTERS, or acquired by KISTERS, or to which access has been given, for or on behalf of Client, including Client Data and Client Changes, and any and all copies, reproductions, modifications, derivatives, and compilations, thereof.
- 9. Term of Support and Maintenance Services
 - 9.1. The maintenance term for the Software shall commence on the Effective Date set forth in this document and shall continue for the duration of the term purchased.
 - 9.2. Expiration. The agreement expires at the end of the term unless renewed.
 - 9.3. Impact of Expiration. If a new agreement is not purchased within 90 days of the term expiration, the Client can only receive software updates via an incremental purchase of a software upgrade, subject to future terms and pricing. Once an incremental software upgrade is purchased, the Client will be afforded the opportunity to purchase a software support and maintenance agreement for the upgrade purchased.

10. Warranties

10.1. KISTERS warrants to Client that the media on which the Licensed Software, and any other product of Support and Maintenance Services, is delivered will be free from defects in materials and workmanship under normal

use for a period of ninety (30) days from the date of acceptance of same by Client under this Agreement.

- 10.2. KISTERS warrants to Client that the Licensed Software, and any other product of Support and Maintenance Services, delivered to Client under this Agreement will be free of any virus, worm, Trojan Horse or other software code, routine, device, or component, designed to erase, corrupt, or otherwise harm, the Licensed Software or any of Client's data and/or computer hardware, and that they are the most current version of same offered by KISTERS to any customer, and will fully perform in accordance with the Documentation described in Appendix A hereto.
- 10.3. KISTERS warrants to Client that: (a) it has sufficient rights to grant the license set out in this Agreement; and (b) the Licensed Software, and any other product of Support and Maintenance Services, in whole or in part, or any use, copying, or reproduction, thereof, does not infringe any Intellectual Property Rights owned or controlled by any Third Party.
- 10.4. The warranties in this Article 10 shall not apply to any breach and/or error caused by any change or modification to the Licensed Software made by any Party other than KISTERS or its representatives, and/or any system incompatibility between the Licensed Software and Client's computer hardware.
- 10.5. In the event of any breach of warranty contained in this Article 10, Client shall notify KISTERS with supporting information, and KISTERS shall promptly, as the case may be required by Client:
 - 10.5.1. use best efforts to correct the error giving rise to such breach;
 - 10.5.2. use best efforts to help Client work around such error;

11. Assignment

11.1. Neither Party shall assign or transfer this Agreement, whether in whole or in part, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party. No assignment of this Agreement shall operate so as to relieve either Party from any obligation of this Agreement.

12. Notice

12.1. Any notice or other communication required or permitted under this Agreement shall be in writing, and shall be delivered personally or by fax to:

For KISTERS: KISTERS North America Inc.

7777 Greenback Lane, Suite 209 Sacramento, California CA 95610

U.S.A.

Fax: (916) 723-1626

Attention: Chief Operating Officer

For Client: Karuk Tribe

64236 Second Avenue Happy Camp, CA 96039

U.S.A.

Fax: 530-493-5322
Attention: Environmental
Administrative Coordinator

12.2. Notice sent in accordance with Section 11.1 hereof shall, if made by personal delivery, be deemed to have been effectively given and received at the time of actual delivery, and if made by fax, shall be deemed to have been effectively given and received at 08:00 hours on the second business day following the day of transmission. Either Party may, by written notice to the other Party, change its address for notice set forth in Section 11.1 hereof.

13. Miscellaneous

- 13.1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter(s) hereof and supersedes all prior negotiations, representations, warranties, agreements, understandings or other communications, oral or otherwise, between the parties. No waiver of any provision of this Agreement, or breach thereof, shall be effective unless it is in writing and signed by the Party waiving the provision or breach hereof. No waiver of a breach of this Agreement, whether express or implied, shall constitute a waiver of a subsequent breach hereof.
- 13.2. If any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.
- 13.3. If any legal action is necessary to enforce the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees in addition to any other relief which that Party may be entitled. This provision shall be construed as applicable to the entire Agreement. This agreement will be governed by the laws of the State of California.
- 13.4. Notwithstanding anything herein to the contrary, the Parties to this Agreement are independent contractors. Nothing contained in this Agreement shall be construed to create an agency, employment, franchise, joint venture or partnership between the parties. Each Party is responsible for the supervision, control, compensation, and health and safety of its

- personnel, and neither Party has the authority to bind the other Party or to incur any obligation on its behalf.
- 13.5. Each of the Parties shall from time to time do all such acts and things and execute from time to time all such further documents and assurances as may be necessary to carry out and give effect to the terms of this Agreement.
- 13.6. The expiry or termination of all or any part of this Agreement, or of any Order Form and the Services to be performed thereunder, shall not affect or prejudice any rights or obligations that have accrued or arisen under this Agreement or such part hereof, or the Order Form as the case may be, prior to the time of expiry or termination, and those rights and obligations shall survive the expiry or termination of this Agreement or part hereof, or the Order Form as the case may be. Notwithstanding any other term or condition of this Agreement to the contrary, Articles 5, 6, 9, 10, and 12, hereof, and all other provisions of this Agreement necessary to give effect thereto, shall survive the expiry or termination of all or any part of this Agreement, or of an Order Form and the Services to be performed thereunder. This Agreement shall enure and be binding upon the executors, administrators, heirs, successors and permitted assigns of the Parties.
- 13.7. It is acknowledged by the Parties that they have each had the opportunity to obtain independent legal advice with respect to this Agreement and the execution hereof and confirms that this Agreement has been executed by each Party, respectively, freely, voluntarily and with a full understanding of its meaning and import.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as at the date first above written.

KARUK Tribe	KISTERS NORTH AMERICA INC.			
Per:	Per:			
Authorized Signing Officer	Authorized Signing Officer			

APPENDIX A:

Table for and detailing License Software, and respective Documentation, licensed by KISTERS to Client pursuant to this Agreement, including any and all Support Software related thereto.

Products	Licenses	Unit Price	Total	Notes
WISKI Web Public	1	\$25,000	\$25,000	Note 1
KiDat	1	\$1,500	\$1,500	Note 1
	Total			

Table A: Product Listing and Cost Schedule

Notes to Table A Product Listing and Cost Schedule:

Note 1: Existing products, prices for information only

PAYMENTS: ALL PAYMENTS TO KISTERS ARE DUE AND PAYABLE WITHIN 30 DAYS OF CLIENT RECEIVING AN INVOICE FROM KISTERS.

APPENDIX B:

Support and Maintenance Services to be provided by KISTERS to Client pursuant to this Agreement, including any and all Support Software related thereto.

1. Component Support and Maintenance Cost Schedule

Initial Year of Support and Maintenance for all products currently installed and in use as of the date of this agreement are outlined in the table below. In the event new modules or additional licenses are purchased over and above those listed in **Appendix A: Table A Product Listing and Cost Schedule**, a System Certificate will be issued defining the existing System Components and any additional system components that are currently covered under the Support and Maintenance Contract.

Products	Licenses	Support	Total	Notes	
WISKI Web Public	1	\$5,000	\$5,000	Note 1	
KiDat	1	\$300	\$300	Note 1	
	Total		\$5,300		

Table A: Component Support and Maintenance Cost Schedule

Notes to Table A Component Support and Maintenance Cost Schedule:

Note 1: First year Support and Maintenance See invoice 2433, Dated 10/08/2012

5 Year Annual Cost Schedule

The annual support and maintenance agreement under this contract will start October 1, 2014.

Fiscal Year	Contract Year	Cost	Additional Services	Total	Notes
2014-2015	1	\$5,455	None	\$5,455	Note 1
2015-2016	2	\$5,537	None	\$5,537	Note 1
2016-2017	3	\$5,620	None	\$5,620	Note 1
2017-2018	4	\$5,704	None	\$5,704	Note 1
2018-2019	5	\$5,790	None	\$5,790	Note 1
Total				\$28,106	

Table B: Support and Maintenance Annual Cost Schedule

Notes to Table B Support and Maintenance Annual Cost Schedule:

Note 1: Support and Maintenance based on a level CPI of 1.5% and Invoice 2684, Start Date October 1, 2014

2. Scope of Maintenance

During the maintenance term, KISTERS agrees to basic Support and Maintenance Services in support of the Software and Hardware product platform specifically identified **Appendix B, Table A: Component Support and Maintenance Cost Schedule**, of this Agreement. Basic Support and Maintenance Services shall consist of:

2.1. Software:

- 2.1.1. Error Correction. KISTERS shall be responsible for using all reasonable diligence to correct verifiable and reproducible errors when reported to KISTERS in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
- 2.1.2. New Releases. KISTERS may, from time to time, issue new Releases of the Software, containing Error Corrections and/or Updates, to customers who have active maintenance agreements in effect. KISTERS shall provide the Customer with one (1) copy of each new Release for each copy of the Software being maintained under this Agreement, without additional charge. KISTERS shall provide reasonable assistance to help the Customer install and operate each new Release.

- 2.1.3. Software Upgrades. KISTERS may, from time to time, provide major software Upgrades, to customers who have active maintenance agreements in effect. KISTERS shall provide the Customer with one (1) copy of each Upgrade for each copy of the Software being maintained under this Agreement. KISTERS shall provide the customer with an estimated cost to help the Customer install and migrate from the existing version to the Upgrade version. The annual support and maintenance does not cover system migration during a major Upgrade.
- 2.1.4. Staff. KISTERS shall maintain a trained staff capable of rendering the services set forth in this Agreement.
- 2.1.5. Email Service Requests. KISTERS' provides an Email address "support@KISTERS.net", for request outside of the normal business hours.

 All service requests will then be processed during normal business hours.
- 2.1.6. Web Services Requests. KISTERS provides access to a service tracking tool called Bugzilla. KISTERS provides access for customers to make service requests via the web using Bugzilla. The Customer can enter and track all service requests through this web portal.
- 2.2. The requests or service calls are processed directly by the support specialist, who can call on the responsible software developer, if necessary. The following reaction times apply to the telephone hotline after the call has been accepted by the system, depending on the level of severity:

Severity Level Definition Description		First Reaction	Resolution	
Severity 1 Critical consequences	The application is not available.	ASAP, latest one Business Day after reporting	One business days after reporting or best efforts	
Severity 2 Severe consequences	An important function is not available.	ASAP, latest one Business Day after reporting	Five business days after reporting or best efforts	
Severity 3 Few consequences	The application is partially compromised.	One Business Day after reporting	Within 2 business weeks or as agreed to by the Client	
Severity 4 Question or change request by the Ministry/Client		2 Business Days after reporting	To be determined after consultation with Client	

Table D: Support and Maintenance Reaction Time

2.3. Hardware:

KISTERS' supplies bundled hardware and software solutions consisting of hardware and software designed specifically for handling a broad range of tasks.

- 2.3.1. KISTERS Hardware. KISTERS' bundled hardware solutions are delivered to the customer with a 90 day hardware warranty. An optional full replacement maintenance contract can be added at an extra charge.
- 2.3.2. Third Party Hardware. KISTERS bundles hardware solutions with third party hardware and delivered with the hardware manufactures warranty. An optional extended warranty can be purchased from the manufacture at the time of purchase.
- 2.3.3. Hardware that can not be fixed by remote support will have to be returned to KISTERS for analysis and repair.

3. Support

A fundamental component of the Support and Maintenance Services contract is telephone support for the customer where questions arise regarding the installation or use of the KISTERS software application.

- 3.1. Telephone Support / Hotline. KISTERS offers telephone support by our own support specialists on the following topics during business hours from 8:00 AM to 5:00 PM PST:
 - 3.1.1. East coast support can be accessed at (905) 531-9287
 - 3.1.2. West coast support can be accessed at (916) 723-1441
 - 3.1.3. Advice and support regarding the analysis, identification, diagnosis, prevention, or repair of occurring software problems
 - 3.1.4. Accepting reports of problems with the software and providing information about the current state of repairs of previously reported problems
 - 3.1.5. Advice on installing or starting to use upgrades and update versions
 - 3.1.6. Explanations of the handbooks and other documentation
 - 3.1.7. General questions about the system and related KISTERS software.
- 3.2. Limitations on Telephone Support / Hotline. Client agrees that its point of contact for maintenance and support of the Software and Hardware will be limited to two (2) designated employees of Client at any one time, who will act as the support liaison between the KISTERS and Client. Client also agrees, because of the complexity of the product, KISTERS will not support personnel that have not received proper training either from KISTERS or the Client.
- 4. Additional Services / Enhancements. In addition, KISTERS may provide additional services, as mutually agreed, in support of the Software, subject to payment of its normal charges and expenses:
 - (a) Additional Training. Subject to space and staff availability, for an additional charge, KISTERS will provide the Customer's employees with additional or advanced training classes.
 - (b) Custom Enhancements. KISTERS will consider and evaluate the development of custom enhancements for the Customer's specific use, for an additional charge, and will respond to the Customer's requests for additional services pertaining to the Software (e.g., as data conversion and report-formatting assistance).

5. Optional Services

In addition to the standard maintenance and support agreement the Client may add additional support services.

- 5.1. KISTERS Custom Care Program. The program assigns a KISTERS Staff member to the Client as first point of contact. Tasks associated with this program are:
 - 5.1.1. Be available to take all client calls
 - 5.1.2. Monitor all Bugzilla, email fax and phone communications between client and support staff
 - 5.1.3. Prepare monthly reports as required by the client
 - 5.1.4. Insure Bugzilla entries are followed up in a timely manner
 - 5.1.5. The cost is based on the amount of effort required to meet the customers needs
- 6. Cooperation of the Customer. The Customer agrees to notify KISTERS promptly following the discovery of any Error. Further, upon discovery of an Error, the Customer agrees, if requested by KISTERS, to submit to KISTERS a listing of output and any other data that KISTERS may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
- 7. Exceptions. The following matters are not covered by basic maintenance:
 - 7.1. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;
 - 7.2. Any problem caused by modifications in any version of the Software not made or authorized by KISTERS;
 - 7.3. Any problem resulting from programming other than the Software or equipment;
 - 7.4. Any problem resulting from the combination of the Software with such other programming or equipment to the extent such combination has not been approved by KISTERS; or
 - 7.5. Errors in any version of the Software other than the most recent Release, provided that KISTERS will continue to support superseded Releases for a reasonable period.

The Customer will be responsible to pay KISTERS's normal charges and expenses for time or other resources provided by KISTERS to diagnose or attempt to correct any such problem. In addition, the Customer is responsible for procuring, installing, and maintaining all equipment, telephone lines,

communications interfaces, and other hardware necessary to operate the Software and to obtain Support and Maintenance Services from KISTERS. KISTERS will not be responsible for delays caused by events or circumstances beyond its reasonable control.

- 8. Fees and Expenses. The maintenance fee for the Software is set forth in Appendix B: Table A: Component Support and Maintenance Cost Schedule. Such fee is due and payable at the beginning of the initial Term and each renewal year of maintenance thereafter. Maintenance fees do not include any applicable travel and living expenses for installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware. The Customer agrees to pay such fees and costs, when and as the services are rendered and the expenses incurred, as invoiced by KISTERS. KISTERS reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances. The Customer is also responsible for sales or use taxes and state or local property or excise taxes associated with Customer's licensing, possession, or use of the Software or any associated services.
- 9. Annual Renewal. The Software Support and Maintenance Agreement shall automatically expire at the end of the Term unless renewed by the Customer prior to end of the Term of the Agreement. Within thirty (30) days of expiration, KISTERS will provide notification to the Customer with instructions for renewal. Software Support and Maintenance Agreement renewal will provide Customer an additional Term of Software Support and Maintenance as outlined in the original Agreement

Agreed to by the Parties as of April 15, 2013 to be effective from the Effective Date

KISTERS NORTH AMERICA INC.	Karuk Tribe
Per:	Per:
Name:	Name:
Title:	Title:

Appendix C: KISTERS Rate Sheet

Kisters North America, Inc.

Effective January 1 2013

Effective January 1 2013		
Labor Rates:	Daily Rate	Hourly Rate
Principal	\$2,250	\$281
Senior Project Manager	\$2,000	\$250
Associate Project Manager	\$1,750	\$219
Project Manager	\$1,250	\$156
Senior Hydrological Engineer	\$2,000	\$250
Associate Hydrological Engineer	\$1,750	\$219
Hydrological Engineer	\$1,250	\$156
Senior Systems Engineer	\$2,000	\$250
Associate Systems Engineer	\$1,750	\$219
Systems Engineer	\$1,250	\$156
Senior Project Engineer	\$2,000	\$250
Associate Project Engineer	\$1,750	\$219
Project Engineer	\$1,250	\$156
Sr Product Support	\$2,000	\$250
Associate Product Support	\$1,750	\$219
Product Support	\$1,250	\$156
Senior Developer	\$2,000	\$250
Associate Developer	\$1,750	\$219
Developer	\$1,250	\$156
Senior Database Administrator	\$2,000	\$250
Associate Database Administrator	\$1,750	\$219
Database Administrator	\$1,250	\$156
Senior Quality Control	\$2,000	\$250
Associate Quality Control	\$1,750	\$219
Quality Control	\$1,250	\$156
Senior Technical writer	\$2,000	\$250
Associate Technical writer	\$1,750	\$219
Technical writer	\$1,250	\$156
Senior Admin Support	\$500	\$63
Associate Admin Support	\$350 \$300	\$44 \$25
Admin Support	\$200	\$25
Training per 5 staff	\$2,000	N/A
Additional Trainer per > 5 staff	\$1,750	N/A
Development Costs (Off Site)	\$1,500	\$180

Note: Travel, Lodging and Meals additional

Rates subject to change. All directs are pass through.

CONFIDENTIAL

KISTERS North America, Inc.

Initials_____

Karuk Tribal Council Report

S. Craig Tucker, Ph.D. Klamath Campaign Coordinator

May 14, 2014

Summary

- Montague Drinking Water Crisis/MWCD Update
- Klamath Restoration Agreement Update
- Scott River Update

Montague Drinking Water Crisis/MWCD Update

Our dispute with MWCD regarding the seeps remains unresolved. We did however finally get the data we requested from MWCD. What our modeling shows is that because MWCD chose to send 85 cfs down their main canal from April 15-30, they will not be able to meet the City of Montague's drinking water needs this summer nor will they comply with a provision of our settlement that requires that 2,000 acre feet be left in the reservoir on October 1 (to meet fall drinking water and fisheries needs).

If our projections are correct and MWCD breaks the terms of the Agreement we may consider dragging them back before the judge and seek some sort of penalty. At the very least, we can use this as an opportunity to settle the seeps dispute.

To date, however, MWCD has provided fish flows below the dam as required by the Agreement.

The State drought declaration has created an opportunity for MWCD and the City of Montague to apply for emergency funds to address drinking water shortfall. We were invited to participate in a series of meetings to develop this proposal. In a nutshell, MWCD is asking for \$1 million in state funds to drill a well at base of Dwinnell dam. When MWCD is not sending water down the main irrigation canal (due to drought or other constraints), they would pump groundwater into the river, let it flow 26 miles downstream, and then pump out of river up to Montague. The well is necessary because reservoir water is too warm and too low in dissolved oxygen to release into the river. It would effectively pollute the cold water springs downstream of the dam which serve as fish refuge in summer.

I like the plan with one major concern: how do we know that the well will not simply be plumbed to the main canal and be used to increase deliveries to hayfields? Although we have been given verbal assurances that this would be addressed in the permitting process, no one has provided any permitting language that explains exactly how this is to be resolved.

I have offered comments and suggestions on how to address this concern and am waiting for a response for state agencies.

Klamath Restoration Agreement Update

I am currently in the process of reviewing draft legislation that Senator Wyden intends to introduce in the Senate in coming weeks that would implement the Klamath Agreements. I am collaborating with other KBRA Parties to develop legislative strategy that will entail a group of us going to DC later this year to advocate. More to come in future reports.

Scott River Update

Conditions in the Scott are deteriorating for fish. Toz has been involved in developing a rescue plan whereby coho juveniles will be captured and moved into suitable cold water habitats upstream of the valley. Agencies have offered landowners some degree of regulatory protection by introducing a voluntary program where landowners can commit water and permission to access the stream on their land for rescue operations. In exchange, agencies agree to consider this cooperation if landowner actions result in lethal take of ESA listed coho during course of the drought. The implication is that landowners not volunteering to help may be held to account if lethal take is documented. I have mixed views of the program as it fails to do anything to address groundwater pumping.

In good news, I can say that irrigators on the Farmers' Ditch diversion have agreed to bypass 2/3 of their water right (20 cfs) this summer for a \$30,000 payment from the Scott Water Trust. We do support this temporary arrangement, but a long term fix is still needed. We are working with Scott Groundwater Advisory Council to use models to explore longer term fixes to flow issues.

Fracking

SB1132, a state bill that would place moratorium on fracking until more research on its impacts is preformed, did pass its first legislative hurdle last week. At my recommendation, the Tribe did offer a support letter last month. I will keep you informed as to the progress of this bill as it winds its way through the legislature.

Proposals Initiated/Under Consideration:

Administration for Children and Families: Family Violence and Prevention Services Grant

The purpose of these grants is to assist Tribes in efforts to increase public awareness about, and primary and secondary prevention of family violence, domestic violence, and dating violence and to provide immediate shelter and supportive services for victims of family violence, domestic violence, or dating violence, and their dependents.

This is a formula grant. Funds are used for prevention services and awareness of domestic violence. Grant writer is working with Tanya and April to apply for these funds.

Applications are due June 30, 2014.

U.S. Department of Justice: Edward Byrne Memorial Justice Assistance Grant (JAG)

JAG program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

Upon further review of the NOFA, it was determined that the Tribe is ineligible for this funding opportunity based FY 2014 JAG formula.

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.

The original application was denied by Tribal Council. AmeriCorps provided an extension on the application. The application and budget were revised and approved by KCDC and Council. Approved application was submitted Friday, May 16, 2014.

Other Funding Opportunities:

Indian Health Services: Tribal Management Grant Program

TMGs are used for (1) obtaining technical assistance from providers designated by the Tribe (including tribes that operate mature contracts) for the purpose of planning and evaluation, (2) planning, designing, and evaluating Federal health programs serving the tribe, including Federal administrative functions.

The NOFA for this funding opportunity has not yet been posted.

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

May 2014 Council Report

May 15, 2014

From: Tom Waddell

Position: Grant Writer

Proposals Initiated/Under Consideration:

The HRSA Grant for emergency equipment was completed and we have a confirmation of their acceptance of the application. I will continue to follow the status of this application. If awarded this grant will fund Automated External Defibrillator (AEDs) to place with First Responders and key locations in Yreka, Happy Camp, Seiad and Orleans. Emergency Equipment Grant due April 30, 2014.

Home Land Security –IT and Emergency Preparedness Dept., Eric, Dale, Tom Fielden and I are almost done with the application process for this grant and will be requesting permission to submit it at the May 22nd Council meeting. The application deadline is May 23rd. If awarded, it will fund the 2015 update for the required THIRA under the Emergency Preparedness Program, as well as IT support and security equipment. The proposed grant budget is \$421,150.

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. I have also contacted Sue Burcell and she has volunteered to work with me on this project. Scott Quinn has contracted an Appraiser and has provided me a current appraisal of the proposed property for this project. I will be calling for another Team meeting soon.

The project is still waiting for the NOFA to come out. I get weekly updates from HUD but they haven't indicated when the NOFA might come out.

Emergency Preparedness Program May 22th, 2014

Please note information/activities are for the period of: 04/18/2014 through 05/15/2014.

Action Item(s):

 Request approval for and addendum to extend Contract Number 14-C-031 by a maximum of 90 days from May Twenty Second, Two Thousand Fourteen (May 22, 2014) for the completion of the project and add one new task to the original contract for an additional Two Thousand Seven Hundred Dollars and Zero Cents (\$2700.00) for a total contract amount not to exceed of Four Thousand Eight Hundred Dollars and Zero Cents (\$4800.00).

<u>Justification:</u> The contractor did not anticipate the purchase of the FCC frequency licenses prior to government agencies approval or non-approval for the use of the proposed repeater sites. The FCC licensing review process may take up to 90 days which will delay the submission of the technical data sheet applications to the appropriate government agencies resulting in an unanticipated contract extension.

• Emergency Management TF:

- Signed up for California Health Alert Network (CAHAN) to be notified of trending infectious disease outbreaks or other health related emergencies.
- Working with Craig Tucker Ph.D. and Siskiyou county OES to identify solutions to assist City
 of Montague to find a solution to the impending water shortage. Craig is leading the
 coordinated effort to assure the solution is environmentally sound.
- Completed a draft Emergency Operations Guide (EOG) template that can be easily edited to
 fit the needs of the facility the document will be used at. An EOG is site specific and may
 contain detailed steps or procedures to follow in emergency situations that have been pre
 identified in the Tribal Emergency Operations Plan.
- Continue to keep in contact with IHS, Cal OES and local Emergency Services about the
 drought situation and receive updates on what they are doing. At this point the State is
 working with inland California Districts in agricultural area and communities that are in
 immanent threat of running out of water.
- Responded to illegal marijuana grow at Teshawnik ceremonial grounds. Worked with Leaf Hillman and Josh Saxon to secure the area until the Sheriffs Drug Task Force arrived to confiscate the plants and evict the trespassers from the Ceremonial Grounds.

Projects TF:

- Working with IT and Thomas Waddell on a Tribal Homeland Security Grant to strengthen our IT network and bolster security around Tribal infrastructure with security cameras.
- Working with Jill Beckmann to update the list of key employees and Council to be added to landline and wireless telephone priority system.
- Work with Le Loni Colegrove to announce GIS Inventory Specialist position as an emergency posting to fill be able to hire as quickly as possible behind Jill Beckmann who is moving on to the Forest Service to work closer to home.
- Gather information to explore the possibility of using the next ANA-SEDS Grant to develop a Tribal Public Safety Officer program to help put Tribal Members to work and reduce the amount of crime related incidents occurring to tribal infrastructure and the communities we serve.

Projects JB:

- Completed planning and teaching of 24 hour GIS/GPS class to tribal employees and partners in Orleans.
- Completed RFP and contracting process for ongoing implementation of the FY11 and FY12 Tribal Equipment Assistance Grants from Cal OES. Finalizing list of employee phone

- numbers for GETS and WPS service.
- Organize all GIS data and projects so that information is passed on easily to the next GIS Resource Inventory Specialist.
- Assisting local Fire Safe Councils with Community Wildfire Protection Plan to strategically
 plan fuels project to protect the community and encourage use of fire for cultural resource
 health.

Meetings/Training Attended TF:

- 4/22 attended Microsoft Publisher class to learn how to efficiently use Microsoft publishe for creating flyers and/or brochures related to emergency preparedness or training classes hoste by the Tribe.
- 4/23 attended web based training on how to use the CAHAN web site. I learned how to
 navigate the secure website to find local emergency and medical responders, infectious
 related illness trends throughout the state and how to report local increase in infectious related
 illness locally.
- 4/25 attended career day at Happy Camp Elementary School and spoke with the youths about a career in Emergency Management.
- 4/25 attended a conference call with Siskiyou Co. OES, Cal OES and the city of Montague to gather information on the water emergency in Montague.
- 4/28 thru 4/30 attended Interagency Western Klamath Restoration Partnership
 meeting in Orleans sponsored by the Nature Conservancy and Fire Learning
 Network. Worked in groups to develop viable projects in Happy Camp, Orleans,
 Somes Bar are that would be beneficial to all cooperators and positively address
 some of the socio and economic problems we face by coming up with community
 based and community driven projects implemented by the community members.
- 5/1 attended a meeting with Bill Tripp, Dion and Le Loni to screen applications for UFMO. Later that afternoon also met Dion, Jill Beckmann and Sammi to review RFP's for a Grant funded project.
- 5/5 attended meeting with Julie Burcell, Julie Paige and Buster discuss the Tribes Emergency Preparedness Department and how we could facilitate the development of the Peoples Center Emergency Operations Guide.
- 5/6 Taught ICS 100 and IS 7000 in Yreka.
- 5/7 attended meeting with Erin Hillman, Emma Lee and April Attebury to discuss a Tribal Public Safety Officer ANA-SEDS Grant option, we developed some goals objectives and a timeline of events.
- 5/8 interviewed candidates for Unit Fire Management Officer for DNR.
- 5/12 attended drought conference call to get updates on the State's current situation and what they're doing to mitigate the effects.
- 5/13 KEEPR Team meeting in Happy Camp, discussed Drought, Emergency Evacuation routes and other topics.
- 5/14 Taught ICS 100 and IS 7000 in Happy Camp.
- 5/15 attended meeting with Dale and Thomas Waddell to prepare and make final edits on the language for the Tribal Homeland Security Grant.
- 5/15 attended conference call with DHS, Tribes and other government Emergency managers to discuss THIRA and improvements that can be made THIRA updates.

Meetings/Training Attended JB:

- Third GPS/GIS Class taught to 7 (mostly tribal employees, along with some partners) on 4/23/14 and final GIS class taught to 10 people on 5/14/14.
- 4/24 Webinar by Department of Agriculture on Climate Change Impacts and Indian Country: Natural Resources and Agriculture.
- 4/25 Presented at Career Day at Happy Camp Elementary School.

- 4/28 Attended Interagency Western Klamath Restoration Partnership meeting in Orleans sponsored by the Nature Conservancy and Fire Learning Network.
- 5/2 Participated in Orleans Firewise Demonstration Project to clean up the Allen Property in Orleans.
- 5/12 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.
- 5/13 KEEPR Team Meeting in Happy Camp, discussed Drought, Emergency Evacuation routes and other topics.
- 5/15 Attended Tribal Council Planning Meeting to approve RFP selection and contract award for Six Rivers Communication to install base station radio antennas in several communities and emergency signal in Orleans.
- My last day at the Karuk Tribe will be May 30, 2014. Thank You for the opportunity to work here at the Karuk Tribe.

Thomas N Fielden
Emergency Preparedness Coordinator
Karuk Tribe Administrative Office
64236 Second Avenue
Post Office Box 1016
Happy Camp, CA 96039
Phone: (530) 493-1600 Ext 2024
Cell: (530) 643-6569

Ceu: (530) 643-6569 Fax: (530) 493-5322 tfielden@karuk.us



Jill J. Beckmann GIS Resource Inventory Specialist Emergency Preparedness Department Karuk Tribe 530-493-1600 Ext. 2029 530-643-3628 (cell)

Thomas Fielden Report

For Council Meeting on 05/22/2014 Reporting Period April 18, 2014 to May 15, 2014

ANA-SEDS Grant

Project Title: Protecting our Communities: Developing Karuk Tribal Capacity in Emergency Preparedness and Response

Deliverables- Increase Karuk Tribal Capacity and Functionality in Emergency Preparedness and Response:

2 staff will complete, at a minimum, an additional 24 hours of intermediary GIS coursework (48 hours total) by 05/31/2014:

The second class was held April 2. The April 9 class was postponed due to instructor jury duty. The third class was held on April 23 and the fourth class will be rescheduled at a convenient date in May. Total cumulative number hours achieved for grant period; 48 hours

The GIS Coordinator will complete 4 courses in HAZUS-MH, including those specific to riverine flood hazards (10.5 hours) by 05/31/2014:

GIS Coordinator completed 8 online Hazus-MH courses in March, 2013 including Flood Hazard courses for a total of 24 hours of coursework. She also completed a 4-day course on Comprehensive Data Management for Hazus Multi-Hazards March 26-29, 2013.

Hold KEEPR meetings on a tri-monthly basis (Quarterly): KEEPR Team Meeting Held 05/13/2014

Prepare and submit reports to ANA (OPR and SF 425) on a quarterly basis: SF 425 sent by email to Ruth Morris on 04/23/14 by Laura Olivas Tribal Finance Assistant. OPR report electronically submitted on 04/24/14.

Expenditure/ Progress Chart – separate chart required for each grant

Program	Code	Total Budget	Expended to date	Balance	% Expended
ANA- SEDS Grant: Karuk Tribe: Protecting our Communities: Developing Karuk Tribal Capacity in Emergency Preparedness and Response Federal Share	4050-03	\$195,231	\$78,237	\$116,994	40%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
9/30/213-9/30/2014	12	8	4	67%	Unknown

r rogross risport bus but	Complete	٠.	Completed.	Due Date	Completed	Completed.				
4/30/2014	yes	es 4/23/2014 4/30/2014		yes	23-Apr-14					
Comments:										
Program	Code	To	otal Budget	Expended to date	Balance	% Expended				
ANA- SEDS Grant: Karuk Tribe: Protecting our Communities: Developing Karuk Tribal Capacity in Emergency Preparedness and Response In kind match.	4050-03		\$48,948	\$42,948	\$6,000	88%				
Term Dates	Total Months		Nonth # for port period	# Months Remaining	% Completed.	Extension Option Y/N				
9/30/213-9/30/2014	12		8	4	67%	Unknown				
Progress Report Due Date	Completed?	C	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.				
4/30/2014	yes		4/23/2014	4/30/2014	yes	4/23/2014				
Comments:	_				_					

Date

Completed?

Progress Report Due Date

Fiscal Report

Date

Completed?

THSGP/DHS

Project Title: Enhance Capacity and Operations of the Karuk Tribe During Emergencies

Leveraged resources include 148,052 in ESRI ARC/GIS Software licensing agreements under compacted BIA Agreement.

Deliverables: Investment 1- Karuk Two Way Radio Emergency Communications System:

Objective 2: By the end of the 12th month, all project permitting, as well as environmental and cultural compliance will be complete:

Contract awarded to Six Rivers Communication is need of an amendment the Contractor was not anticipating the purchase of the FCC license prior to submitting the applications so I would like to amend the contract for an additional \$2700.00 for the FCC license, which is in the budget and still a considerable amount under what the other bidder proposed. The contract date also expired at the end of April so I would like to request an extension.

Deliverables: Investment 2- Karuk Tribe Threat and Hazard Identification Risk Assessment. *This Project was completed at December 2013 and Approved by DHS/FEMA February 2014.*

Objectives- The following Outcomes are expected as a result of the proposed project:

1. A completed THIRA for the Karuk Tribe that covers the Service Area and potential impacts.

- 2. Ensure sufficient information and analysis to support LETPA.
- 3. A shared understanding by the Karuk Tribe and communities of risk and how we can evolve to account for changes in the risk landscape, including successful mitigation efforts, emerging threats, hazards, and associated consequences.
- 4. Ensuring a comprehensive approach for identifying and assessing risks, threats, and associated impacts.
- 5. Enhancing planning capacity to identify potential actions and/or mitigation measures to eliminate, reduce, prepare for and/or mitigate potential impacts from identified threats.

Expenditure/ Progress Chart

Program	Code	Total Budget	Expended to date	Balance	% Expended	
FY 2013 Tribal Homeland Security Grant Program (THSGP) Investment 1: Karuk Two Way Radio Emergency Communications Project and Investment 2: Karuk Tribe Threat and Hazard Identification Risk Assessment	5020-01	\$260,000	\$12,903	\$247,097	5%	
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N	
09/01/2013-08/31/2015	24	9	15	38%		
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.	
Comments:						

EMPG/Cal OES

Project Title: Fiscal Year 2013 Tribal Emergency Management Performance Grant (EMPG) Program

Deliverables: Provide ICS 300, 400 and Fire Training by the end of the grant period.

Objectives: Purchase student workbooks and instructors manual for presentation and deliver of instruction and to work with Tribal, local state and federal responders.

Program	Code	Total Budget	Expensed to date	Balance	% Expended
Fiscal Year 2013 Tribal Emergency Management Performance Grant (EMPG) Program		\$3,000		\$3,000	0%

Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N	
2/24/14-6/30/15	16	3				
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.	
6/17/2014	no					
Comments:						

FY 2011 TEA Grant

Project Title: CalOES Tribal Equipment Assistance Program FY 2011

Deliverables:

Project A – Ensure effective and interoperable communications for key Tribal personnel across Karuk Service Area and public safety notification to Orleans in event of emergency.

- 1. Purchase Base Station Radio (1) for Orleans Security Office.
- 2. Purchase and install Base Station Radio Antenna (1) at Orleans Security Office.
- 3. Purchase 6 Satellite Phones, and 1 year of basic service for Karuk Cultural Monitors.
- 4. Purchase and install next to the VFD a Public Notification Warning System (American Signal Class-E Siren) for Orleans Community.
- 5. Activate GETS/WPS for Priority Communication Services for key Tribal personnel to use in case of excess telephone traffic during an emergency situation.

Achieved during report period:

- March 2014 Purchase Base Station Radio (1), from Six Rivers Communication for Orleans Security Office.
 - 100% achieved
- April 2014 Run RFP's for Base Station Radio Antenna purchase and installation (1)
 May 2014 Approval of contracts to Six Rivers Communication for purchase and
 installation of Base Station Radio Antenna.
 - 30% achieved
- 3. Purchase 6 Satellite Phones from SatCom Direct for Karuk Cultural Monitors. 100% achieved
- April 2014 Run RFP's for American Signal E Class Emergency Siren purchase and installation. May 2014 – Approval of contracts to Six Rivers Communication for purchase and installation of Emergency Siren.
 - 30% achieved
- 5. April 2014 Initiated GETS/WPS for Emergency communications, still finalizing list of GETS/WPS users and contact information.
 - 20% achieved

Expenditure/ Progress Chart

Program	Code	Total Budget	Expensed to date	Balance	% Expended
FY2011 Tribal Equipment Assistance Program to enhance Tribal communications and a public notification system for Orleans.	6410-02	\$44,747	\$8,156		18%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
01/06/2014 - 07/31/2014	7	5	2	71%	Yes
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
On completion, July 31, 2014	No				

Comments: We anticipate a savings of ~\$8,000 on the FY 12 TEA grant and an overage of ~\$1,000 on the FY11 TEA grant. As of May 2014, we have received written approval from the funder to transfer necessary project funds from one project to the other, in order to cover the FY11 budget.

FY 2012 TEA Grant

Project Title: CalOES Tribal Equipment Assistance Program FY 2012

Deliverables:

Project A – Ensure effective and interoperable communications for key Tribal personnel across Karuk Service Area.

- Purchase Base Station Radios (3) for Happy Camp KTHA Security Office, Yreka KTHA Security Office and Somes Bar Work Station.
- 2. Purchase and install Base Station Radio Antenna (3) at Happy Camp KTHA Security Office, Yreka KTHA Security Office and Somes Bar Work Station.

Achieved during report period:

- March 2014 Purchase Base Station Radios (3), from Six Rivers Communication for Orleans Security Office.
 - 100% achieved
- April 2014 Run RFP's for Base Station Radio Antenna purchase and installation (3) May 2014 – Approval of contracts to Six Rivers Communication for purchase and installation of Base Station Radio Antenna. 30% achieved

Program	Code	Total Budget	Expensed to date	Balance	% Expended
FY2012 Tribal Equipment Assistance Program to enhance interoperable communications of the Karuk Tribe during emergencies.	6410-01	\$24,975	\$8,249	\$16,726	33%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
01/06/2014 - 07/31/2014	7	5		71%	Yes
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
On completion, July 31, 2014	No				

Comments: We anticipate a savings of ~\$8,000 on the FY 12 TEA grant and an overage of ~\$1,000 on the FY11 TEA grant. As of May 2014, we have received written approval from the funder to transfer necessary project funds from one project to the other, in order to cover the FY11 budget.

Karuk Community Health Clinic

64236 i.:cond Avenue Post Ollicc Box 316 I lappy Camp, CA 96039 Phone: (530) 493-5257 Fax: (530) 493-5270

Other



Karuk Dental Clinic

64236 Second Avenue Post OOicc Box 1016 Happy Camp, CA 96039 Phone: (530) 493-220 I Fax: (530) 493-5364

Administrative Office

Phone: {530) 493-1600 • Fax: (530) 493-5322 64236 Second Avenue • Post 011icc Box I 0 16 • Happy Camp, CA 96039

		REQU	JEST FOR CONTRACT/ MOU/ AGREEM	ENT		
Check One:	D O	Contract MOU	Karuk Tribe Number Assigned:	14-C-031	fįtrtdd	
	0	Agreement Amendment	Funder/Agency Assigned: Prior Amendment:	TH	GG/DHS	
REQU		*Procuremen *System for A			O D No	
Requestor:		Thomas Fielde	en Date	e: May 15, 2	.014	
Department/Progr	ram:		Emergency Prepared ness			
Name of Contract	or or Pa	arties:	Sis Rivers Communication			_
Effective Dates (I	From/To	o):	May 22, 2014		A ugust 19, 2014	
Amount of Origin			\$2,100 \$2,700			
Total Amount:			\$4,800			
Fund ing Source:		5020-01				
Special Condition	s/Terms	s:				
The ap lications a	re to be	filed immediately	y with the a ropriate agencies upon grantin	of the licens	e by the FCC.	
Brief Description	of Purp	oose:				
		•	io frequency license from the FCC to be in and DT-312-CDF.	cluded with	the technical applic	ation
	()		REQUIRED SIGNATURES "		T. 1 T. 120.1	
Requestor				Γ	5/ 1 5/2014 Date 5-15-20	14
Chief Finan	ffic			Γ	S - 15r-) 4	
**D A d m	m1str	, M;;;: A ms & c	omp 1. 1ance	Г	Date	
**Director of Self	h/ fGo,ema	Cfl) ance(MO	A) of TERO (Contrnc1')	Γ	S -(-	_Li

Request for Contract/MOU/Agreement Updated October 25, 2012
This amended version supersedes all previous versions.

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 nibe



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

Modification Number One Contract Number 14-C-031 Karuk Tribe And Six Rivers Communication

Description of Modification: This addendum will extend the contract by a maximum of 90 days from May Twenty Second, Two Thousand Fourteen (May 22, 2014) for the completion of the project; add one new task to the original contract and an additional Two Thousand Seven Hundred Dollars and Zero Cents (\$2700.00) for a total contract amount not to exceed of Four Thousand Eight Hundred Dollars and Zero Cents (\$4800.00).

Original Contract: \$2100.00

Modification #1: \$2700.00

Total: \$4800.00

Task 1: Licensing

Contractor shall purchase a two way radio frequency license from the FCC to be included with the technical application data sheets; FS 27000-10, DT-311-CHP and DT-312-CDF. This license will be inclusive of all proposed repeater sites that pertain to the preceding applications. The applications are to be filed immediately with the appropriate agencies upon granting of the license by the FCC.

Justification for Modification:

The contractor did not anticipate the purchase of the FCC frequency licenses prior to government agencies approval or non-approval for the use of the proposed repeater sites. The FCC licensing review process may take up to 90 days which will delay the submission of the technical data sheet applications to the appropriate government agencies resulting in an unanticipated contract extension.

Tribal Employment Rights Ordinance (TERO): Independent Contractor acknowledges that a two percent (2%) TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500.00.

Terms:

All other terms of the existing contract remain.

INDEPENDENT CONTRACTOR

Six Rivers Communications/Ray Daniels 4060 Broadway Eureka, CA 95503

TIN: SSN

TT A	TOI	TTTT	TITLE	TID	
ΚA	(KI	UK	TK	IК	к

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

Signature and Date	Signature and Date

Erin Hillman Director, KTHA Report for Tribal Council Month of May 2014 (5/15/2014)



NAHASDA Appropriations/ Reauthorization-Legislation:

The THUD Bill appropriations bill has been marked up by the House subcommittee, and is scheduled to be taken up by full Appropriations Committee this week (5/19/2014). Although the IHBG funds have been proposed at \$650 million (same as 2014), IHBG funds at \$60 million (no change), Title VI Loan Guarantee at \$2 million (same as 2014) and Training and Technical Assistance at \$3 million, with \$2 million going to a national organization as per Section 703 of NAHASDA.

This bill includes language regarding unexpended funds. Any recipient who has more than three times its annual allocation in unexpended funds shall have a reduction in their funds in 2015. This rule only applies to grantees that are funded in excess of \$5 million or more annually.

HR 4329 (Steven Pearce) is the Bill most likely to move forward. Congressman Young will defer to this bill however they hope to create momentum to have the Young Bill's key components added into the Pearce Bill. These items include: Native Hawaiians, consolidation of tribally designated wage rates, Indian Preference at ONAP and Environmental Reviews.

The next two (confirmed) Negotiated Rulemaking Sessions are scheduled for:

- June 11-13, 2014 Scottsdale Arizona
- July 29-31, 2014 Denver Colorado

NAIHC:

The upcoming conference will hold elections for the Chairperson seat. Although there is a way that nominations can be made from the floor it the Board was asked make their decision prior to leaving for the meeting from the two candidates that submitted their letters of intent on time.

Fiscal-

KTHA received two audit findings. I have sent the Council a copy of the findings via email. I have arranged for Kathy Arata Ward to come in June to help Carter reconcile his accounts and to work with him so that he can be prepared for the next audit. We also have our accounting software representative on site in July to further train our staff on the system. I will share the Corrective Action Plan with the Board and the Council when Carter has completed it.

House Fire- Orleans

At this time the Orleans Fire Department cannot take advantage of the house fire as a training site. This is due to liability and insurance concerns. We will be advertising for demolition in the coming weeks.

Fuels Reduction:

There was a promising application due for fuels reduction work through NRCS (Natural Resources Conservation Service), and I made inquiries to Bill Tripp first for specific information. Steve Mitchell and I met with Bill Tripp on Wednesday May 14th and we identified several possible sites for fuels reduction work in Happy Camp. So, I have submitted a preliminary application to put these projects up for consideration.

Office Security Issues

Thane Crozier from AMERIND will be in Happy Camp on May 27 and in Yreka on May 28. We will be sizing up our office in Happy Camp, on day one and having workplace safety training on the second day.

<u>Domestic Violence Agreement-</u>

The final draft of the agreement between the housing authority and the Pikyav Program has been completed. It is ready for the Tribe's review process, and should be to Sammi Offield this week.

Mandated Reporter Training-

The training was well attended by TANF and Housing Staff. There were seventeen people in total that received training on Mandated Reporter law and procedure. I would like to see the second joint training focus on real life reportable/not reportable situations.

Staff Evaluations

Administrative Staff evaluations are completed. KTHA Managers are working on their staff evaluations to be completed by May 31st.

Trust Applications-

Sara Spence and Ashlee King are currently 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 this month.

The first three priorities for each community are as follows:

Orleans: 1. Orleans Bar, 2. Shivshaneen, and 3. Graham

Happy Camp: 1. Headway, 2. Skyline, and 3. RV Park (combine with Tribe),

Yreka: 1. Sterk, 2. Oom, and 3. Louden.

O Link

No news on Fort Bidwells compliance to the O Link Agreement. We have tentatively scheduled our next meeting to coincide with the August Nevada Cal meeting in Reno. That will be in August, the 10th-13th.

Katishraam Wellness Center-

Out of the three bids, one was much over bid, but complete. The lowest was not responsive, it did not contain the sales tax, and when asked for clarification their response was to reduce other line items and plug a number in the sales tax, the second lowest bidder was also non responsive as they did not complete their bid schedule. We considered using the operating as our own general contractor approach, but determined that this would likely not save us money, due to the project scope. Richard is working on the plan documents now so that we can re- bid.

FEMA Trailers-

Due to many different factors, including transportation costs, permitting costs and flood zones to name just a few, the Board has finalized their decision to proceed with disposing of the remaining six FEMA trailers. Tribal Programs have first dibs, but any remaining trailers will be given out to Tribal Members or Member Descendants who submit an application to have their name drawn in a lottery on June 30th. Please look for more information on the website by May 31st.

KTHA Daily Operations and Managers Reports:

Ann Escobar, Assistant Director/Operations Manager-

It has been a busy month. Due to a staff member being on maternity leave I have been able to brush up on the Tenant Relations duties; tenant balances, inspections and tenant notices. There was a mandated reporting training that key KTHA staff attended and we hope to give more awareness training to help our staff help our residents. Security continues to busy securing the KTHA communities and continues to hold the Neighborhood Watch meetings. KTHA staff continues to work with other Tribal departments to help the KTHA residents. We have had KTHA department meetings to help staff better communicate our tenant needs and our processes. This has been beneficial for both our residents and staff. We are getting ready for the hot weather gathering helpful tips to help our residents. Unfortunately KTHA still has 6 evictions that are in process and they are all going thru the courts, by the end of this month the majority of them will be complete.

Sara Spence: Executive Assistant, Happy Camp

Construction (Projects w/Active Bidding)- Applegate: The third round of bidding resulted in one bid that is over budget; the contract was approved and reduction change orders are being negotiated so the project can proceed. Wellness Center: The second round of bidding resulted in three bids; there were many discrepancies in the bids so it will be advertised for a third round after review of the bid documents for potential changes that could reduce costs one last time. Yreka Maintenance Solar: The design of the system was awarded for completion. Happy Camp Duplexes: Site visit was held April 30, bids are due May 29.

<u>Administrative-</u> Four contracts were assigned: 1) Orleans Annual Generator Service, 2) Mandated Reporter Training, 3) Yreka Solar Design, and 4) Applegate Replacement. One agreement was assigned for the Yreka land sale to the Tribe. On site Finance Training will be held the first week of June. Construction Contract Administration and Supervisor training are both being researched. Potential onsite Adjudication Training for processing and researching criminal background checks is also being explored for tenant staff.

<u>Environmental-</u> Yreka Maintenance Solar: Complete. Fort Jones Home Loan: Complete. Weitchpec Home Loan: Complete. Yreka Home Loan: Complete. Kuyraak Demo and Reconstruction (Fire): Complete. Yreka Homes: In process.

<u>Human Resources-</u>The Force Account Crew Member and Youth Activities Coordinator position descriptions are still under review.

Scott Nelson: Education Center, Yreka

A recent grant through KCDC which is aimed at increasing literacy has made it possible for the Education Center to obtain several E-readers. The grant funds also made it possible to hire a part-time person to further the goals of this grant. The Education Center now has several Kindles which can be checked out by both kids and adults. The Kindles can be checked out for a week at a time and have dozens of books and educational applications loaded on them. A recent event was held at the Education Center to showcase some of the ways the grant is being utilized and for this event, several KTHA kids participated in a Reader's Theatre program which utilized Kindles for reading the scripts. The event was videotaped and can be viewed by pointing your browser to: www.ktha.us/education.

Charles Sarmento, Security Supervisor, stays involved with KTHA kids through the Education Center by presenting events that educate kids about Drug and Alcohol Resistance, Fire Safety, and Health & Wellness. Recent events have included the Yreka Fire Department coming to the Education Center with

a fire truck and showing kids, among other things, how to be "fire safe". Recent guest speakers have included local Yreka policemen, nurses, certified Drug and Alcohol counselors, and Smokey The Bear. For adults, assistance is provided for adult basic education with tutoring offered in GED preparation. Basic computer instruction is also available on an individualized basis by appointment. Help for job seekers is available with resume writing classes and assistance with online applications. On Monday nights, Karuk Language class is offered on a drop-in basis from 6:30 until 7:45. Florrine Super is providing instruction in traditional beading on Tuesday nights from 5:30 until 7:00pm and on Thursday nights she is offering a basket weaving class from 5:30 until 7:00pm.

Brian Gonzalez: Yreka Maintenance Supervisor

Over the past month maintenance and landscaping has been working extremely hard to complete some projects that give better appeal of the housing. The fence in the most front of the housing has been sanded down and re-painted white again; a walkway was built from the laundry mat pass to the computer center entrance walkway. A concrete slab was installed in front of the computer center for less debris to be tracked in and all around the area of the entrance. We were able to burn our big pile from buck brush removal and tree trimming. The elder's area is being maintained and treated with round up to avoid heavy grown weeds. We are pin pointing areas to grow more grass and plant more decorative bushes and trees for the future. Unit prep has been very slow which has allowed us to get a jumpstart on apartment appeal such as; painting post and downspouts in front of home, landscaping yards to look better for move-in and cleaning out dumpster areas with pressure washer. We are bringing the boom truck from Happy Camp to Yreka today to replace old lights and photocells from the street lights and office lights. We are looking into getting our elders kerosene tanks serviced and maintenance will then maintain the tanks every two years as specified. We were able to complete the elder's room area with functioning computers, sofas and a couple tables for arts, crafts and ECT. The elder's garden was cleaned up and fresh soil is getting installed tomorrow morning so they can plant their garden.

Steve Mitchell: Happy Camp Maintenance Supervisor/Inspector

As of the end of April there is no unit prep in Happy Camp or Orleans. Annual repairs are addressed as time allows. For the most part we are current with work orders. Happy Camp staff continues to work on the backlog of Annual repairs as well as appliance repair. Orleans maintenance staff has begun working on annual repairs. As well as assisting with landscaping chores.

Our seasonal landscaper in Happy Camp continues to maintain the elder's lawns, common areas, and the elder's garden. Picking up trash is a chore done at least once a week. Orleans staff continues to maintain the elder's communities and the yards of disabled tenants as well as common areas at the office and at Shivshaneen.

The Happy Camp Duplex project is out to bid. A pre bid was held on 4/30/14 and was well attended. Bids are due May 29th. The Lower Tishawnik project is in progress. Completion date should be sometime in late May or early June.

The permits for the HC HIP home have not been obtained as of yet. We are currently working on obtaining specifications and/or determining need for fire sprinkler systems that may be required by the county. A quote for fire sprinkler design and installation was received by the contractor on 4/30/14 and is being reviewed.

Carter Bickford: Chief Financial Officer

Quarterly reports for quarter ended 3/31/2014 have been completed and submitted to appropriate agencies. These included payroll reports to IRS and to the Franchise Tax Board and the quarterly SF 425 to SWONAP. They were due by the end of April 2014.

Staff development: Sent Dorcus Harrison to annual TriSec Conference, and Muriel Frederick to a Basic Accounting training in sacramento to advance their respective skills.

Currently working on staff performance reviews. Goal is to have them completed by end of May.

Richard Black- Construction Manager/Force Account Crew Leader

Comstock is almost complete on the design phase, should be finished this week they are waiting for our response to some HVAC and plumbing finish questions. The Kahtishraam wellness center is going back out to bid due to two unresponsive bids and one over budget, this will reapply in about 3 weeks after the construction staff reviews the plans and value engineers a little more. The force account crew has been working on rehabbing the Happy Camp blue house; and finishing the Yreka monument slate and the exterior benches. We have selected a floor plan design for the home in Orleans that burned down with the resident, and have completed a scope of work; we are currently working on getting it out to bid for the design phase. I have started drafting a scope of work for the HVAC upgrade for the singleton lane home in Yreka and am working on several other projects as well.

<u>Upcoming Scheduled Housing Authority Meetings:</u>

Regular Tenant Meeting, June 9th, in Happy Camp Business (Directors) Meeting, June 23rd, Happy Camp. Quarterly Council/ Board Meeting, June 30th in Happy Camp.

All meetings begin at 10 am and Tenant Issues are heard first.

YOOTVA!

Action Item:

Resolution for District Attorney and Tribal Government Roundtable Humboldt County

Monthly Updates:

Klamath Basin Tribal Youth Program requested a letter of support for a funding opportunity that is being submitted by the Quartz Valley Tribe. We submitted a letter of support as our Tribal youth can participate in the program; however, in the future we may want to apply for this kind of program on our own so the program can be geared to fit the specific needs of our programs and Tribal Members.

On April 24th we had a meeting with Siskiyou County Sheriff, Siskiyou County Court staff, California Tribal Liaison for the Attorney General, the Governor's Tribal Advisor Joe Dhillon, and Carlene Fischer, BIA Special Agent in Charge for California. This meeting was initiated to get funding for Orleans Law Enforcement as that is a major priority. After our meeting we ended up with several action items including re-establishing quarterly round table meetings with Siskiyou County Public Safety Providers, more communication with law enforcement staff, training for law enforcement in cultural competency and public law 280 refresher, enforcing Tribal court orders and Siskiyou County Court orders, recruiting Tribal Members for Sheriff Reserve Training Program through college of the Siskiyou's, and providing Sheriff Ion Lopey with list of events so they can make Deputies available to be present. I forwarded the Justice Assistance Grant to Siskiyou County Sheriff and Yreka Police, but since that time reviewed the NOFA in further detail and they are not eligible for funds. These funds are broken down by high/violent crime areas based on data these areas submitted. Areas that would receive less than \$10,000 received their funds through the state, so I imagine that is what category Yreka and Siskiyou County would be in. Humboldt County is only eligible for approximately \$15,000.

I was able to get in contact with Josh Simmons, the new Fire Management Officer at the BIA Pacific Regional Officer. He indicated that it should be no problem to get Tom Fielden in the system to be requested for assignments throughout the United States as a single-resource.

We continue to have a struggle with our gaming compact with the State of California. We have made revisions to the Project Labor Agreement which includes major changes such as Tribal Members not having to pay membership dues to the union. We will see how the Union responds in the next few weeks.

I have been updated on the Montague Water Emergency Funds project. I was able to get in touch with one of the staff members at the California Water Boards Drought Fund, he shared a funding opportunity for Emergency Drinking Water. I have shared this opportunity with the grant writing staff and we can keep this in mind as the drought starts to impact our Tribal Members.

Tribal Council Report May 2014 Jaclyn Goodwin Self-Governance Coordinator Karuk Tribe

We had our Bi-Annual Forest Service Summit Meeting on May 14th. We were able to cover all of the priority issues including effectively coordinating and consulting while respecting Tribal Sovereignty, the Scott Water Right, the Mining, and coordination on the Western Regional Partnership. A big thank you to all of the Tribal Council and Tribal Staff who attended this meeting, there was very productive and meaningful dialogue. I drafted and sent off the letter designating Bill Tripp, Leaf Hillman, and Julie Burcell as contacts for the Fire MOU. We are still in the process of getting our Fire Crew up and ready to go but we need to make sure we are in contact with the Forest Service Fire Staff so we don't get left out of the loop in the future. We are in the process of coordinating a date to meet about the Consultation MOU with the Forest Service.

The casino support letter on the website has been a success. We have had several inquiries and requests online about the letter and I have received a few in the mail to send in. We have scheduled another meeting with Siskiyou County regarding the County Intergovernmental Agreement for May 30th at 9 a.m. at the County Administration Office.

Myself and Lisa Hillman have been attempting to modify a Joint Venture Agreement with the Forest Service for the purpose of getting reimbursement for consultation and collaboration on a project with Frank Lake and Stanford University. The mandatory blanket language in the Forest Service Agreement does not respect Tribal Sovereignty so we are looking into another alternative with the BIA as a fiduciary sponsor for the funds.

May 4th through the 8th I attended the Annual Self Governance Consultation Conference, attached is my summary report.

On May 13th I attended the Northern California Tribal Chairman's meeting. Maggie Fleming was their as District Attorney Candidate. Chairman Sundberg indicated that her and the other candidate Elan Firpo are both good for Indian Country so that is good news. The current District Attorney Paul G. attended and brought up the DA/Tribal Roundtable MOU. The group is al in concurrence to revnew the MOU for another 5 years. There will be a luncheon and signing ceremony at the July 1st Northern California Tribal Chairman's Meeting. I am working with April to get the resolution submitted so the Chairman can sign at the meeting. Inter-Tribal Council of California was looking for support of receiving funds from the state of California for Emergency Management Funds. The group tabled this item, but afterwards it seemed a consensus that Tribes such as us and Yurok and Hoopa would rather receive funds directly as we have established programs and can better serve ourselves.

Annual Self Governance Consultation Conference Report May 4th-8th, 2014, Jaclyn Goodwin

The Annual Self Governance Consultation Conference provided some important updates on current topics in Indian Country and also had several breakout sessions that highlighted innovative programs in Indian Country, as well as opportunities with other federal agencies.

The current issues in Indian Country include full funding for Contract Support Costs. Indian Health Service is actively negotiating with Tribes to settle past claims. It would be good for us to follow up with some of the higher level staff at Indian Health Services to get these claims settled as we have very good data and justification for our claims. For 2014 Contract Support costs are fully funded, only a small portion of the funds to cover these costs came from the base budget, which was a huge success. Now there is a Contract Support Cost workgroup trying to figure out how to get full funding for 2015 and the years to come.

Tribes are still trying to get a Carcieri Fix, which will help some Tribes take land into trust. We have not been impacted by the Carcieri decision as of yet.

I was able to meet with Sharee Freeman, the Director of the Office of Self-Governance. We went over the process for renewing our Multi-Year Funding Agreement.

I attended a session that gave an update of the 2010 Tribal Law and Order Act as it relates to the Indian Alcohol and Substance Abuse. This Act re-authorized the Indian Alcohol and Substance Abuse act and also directed federal agencies to work together to deal with this issue. After the conference I was contacted by one of the presenters to further discuss some of our issues.

Kevin Washburn, Assistant Secretary of Indian Affairs also highlighted the importance of getting land into trust. I think we need to make a big push in the next year and half to get more land into trust.

BIA and IHS staff provided updates on the budgets. Both programs have en increases in the budget, but the increases are not equivalent with other departments within HHS and Department of Interior. More Tribal advocacy is needed to Congress to get our budgets to be equivalent to other programs.

Key Legislative Issues Include:

- 1) Appropriations
- 2) Contract Support Costs
- 3) Advance appropriations for IHS HR 3229
- 4) Medicare like rates for IHS HR
- 5) SDPI Reauthorization- www.nihb.org/sdpi
- 6) Definition of Indian in the affordable care act
- 7) Title IV Self Governance Improvements
- 8) MAP 21-Tribal Transportation

Other valuable sessions included a customized model of health care that was customer/patient/owner centered, as well as bringing business to Indian Country, and an overview of MAP-21.

Karuk Community Health Clinic

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RESOLUTION OF THE KARUK TRIBE

Resolution No: 14-R-009 Date Approved: May 23, 2014

RESOLUTION AUTHORIZING THE KARUK TRIBE TO SIGN AND PARTICIPATE IN THE HUMBOLDT COUNTY DISTRICT ATTORNEY AND TRIBAL GOVERNMENTAL ROUNDTABLE MEMORANDUM OF UNDERSTANDING.

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 has participated in the District Attorney and Tribal Government Roundtable in Humboldt County since 2009; and

WHEREAS; the collaboration and coordination has improved the working relationship between the Tribes and the District Attorney's Office; and

WHEREAS; there is still a need to maintain this communication with the District Attorney's Office to improve prosecution, treatment, and services to our Tribal Members and other Native American/Alaska Natives within Humboldt County; and

THEREFORE BE IT RESOLVED; that the Karuk Tribe will participate in the Roundtable Meetings; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the Karuk Tribe to sign and participate in the Humboldt County District Attorney and Tribal Governments Roundtable Memorandum of Understanding.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution I	4-R-which was approved at a regularly
scheduled Tribal Council Meeting on May 23, 2014 was	duly adopted by a vote of AYES,
NOES, ABSTAIN, and said resolution has not bee	en rescinded or amended in any way. The Tribal
Council is comprised of 9 members of which vo	oted.
	
Russell Attebery, Chairman	Date

Sammi Offield – Contract Compliance Report

For Council Meeting on 5/22/14 Reporting Period April 18th, 2014 to May 15th, 2014

Achieved during report period:

Contract Compliance:

I am currently working on closing out Fiscal Year 2013 CSD grant. Once I get the closeout documents complete, I will send out the contracts for the Pass – Through Tribes for Fiscal Year 2014. I am still waiting on Hoopa to send in their closeout documents.

Sandra was CSD will be here June 3rd, 4th, and 5th for our site visit.

Scott and I met with LACO Associates concerning the RV Park Feasibility Study and they are on track to complete the study on schedule.

The Orleans Wellness Parking bid closed and is going out for rebid due to incomplete bids.

The HIP Program has been put on hold until further notice.

Laura Mayton assisted me with the EPA Desk Review and it has been submitted. Supporting documents are due in 30 days.

The 425 Report for DOT has been completed and submitted.

Notices have been sent out for agreements and contracts missing originals, and contract expiration dates have been sent out to requester's calendars. Bobbi Sue has been assisting me with this task.

Meetings that I have attended include: Yreka Wellness Center bid meetings, Housing Construction meeting, Pre– Bid and Bid Opening for Orleans Parking, People Advisory Committee, and KEEPR.

Language Program:

I have been in contact with everybody that has an Equipment Loan Agreement and three sets of equipment have come into Contract Compliance. I am waiting for the last two sets of equipment to come in. The equipment turned in is currently being inventoried and sent to IT for updates and examination of use.

New Grant Review

Name	Amount	Requestor		
BOR MOD 005	\$50,000	E. Johnson		
Ameri Corps	\$585,000	E. Johnson		
Comments:				

Vendor Contracts Reviewed

Contract Number	Amount	Requestor	Date		
14 – C – 067 Nancy Doman	\$1850	L. Hillman	April 25, 2014		
14 – C – 069 Brian Tripp	\$100	L. Hillman	April 25, 2014		
14 – C – 070 Dori Marshall	\$100	L. Hillman	April 25, 2014		
14 – C – 071 Six Rivers Communication	\$32,170.80	J. Beckmann	May 7, 2014		
14 – C – 072 Six Rivers Communication	\$10,899.72	J. Beckmann	May 7, 2014		
14 – C – 073 P. Cename	\$100	L. Hillman	May 7, 2014		
14 – C – 074 Arslan Soyarslan	\$12,000	L. Aubrey	May 8, 2014		
Comments:					

RFP Reviewed and Posted

Project	Closing Date	Requestor	Date of Request	
L C SW	May 23, 2014	A. Attebury	May 8, 2014	
Cultural Monitoring	May 23, 2014	J. Burcell	May 9, 2014	
T C P NRHP	May 23, 2014	J. Burcell	May 9, 2014	
Comments:				

<u> </u>		

Agreements/MOU's Reviewed

Agreement Number	Amount	Requestor	Date	
14 – A – 052 Kisters	\$1850	C. Robinson	April 24, 2014	
14 – A – 053 W. Coast Watershed	\$25,000	E. Crosby	April 29, 2014	
14 – A – 054 Via sat Incorporated	\$4620	E. Cutright	April 29, 2014	
14 – A – 055 Via sat Incorporated	\$4620	E. Cutright	April 29, 2014	
14 – A – 056 Opportunity Health Care	\$16,000	L. Aubrey	May 8, 2014	
14 – A – 057 Opportunity Health Care	\$12,000/\$250/day	L. Aubrey	May 8, 2014	
14 – A – 058 US Fish& Wildlife	\$6000	A. Bryant	May 13, 2014	
Comments:				

Karuk Tribe

Council Report from Laura Mayton

Meeting Date: May 22, 2014

ACTION ITEMS

I do not have any action items at this time.

FISCAL YEAR 2013 AUDIT

I sent a message to Kathy Arata-Ward requesting an update on the status of the Karuk Tribe's Audit. KCDC's audit is final. KTHA's audit will be final this week. She says that the Karuk Tribe's draft will go in for review next Wednesday. Once I receive a copy of the draft, I will have the information needed to complete the Management Discussion and Analysis.

I have spoken to Deanna, and she informed me that KCDC will have four findings, three related to Head Start and one for not having balance sheet accounts reconciled in a timely manner. I have spoken with Carter, and he informed me that KTHA will have two findings, one related to not including the cost of capital assets in his 425 report and one for not having balance sheet accounts reconciled in a timely manner. I do not know yet if any of these findings with carry over to the Tribe's audit report.

IHS CONTRACT SUPPORT COST CLAIM

I have attached the most recent correspondence that the Tribe has received regarding our contract support cost claim to IHS. IHS has started to settle claims, but ours is still pending. The Tribe's contract support cost shortfall claim is for a little over two million dollars and covers fiscal years 2006 through 2010.

INDIRECT COSTS

I have attached a summary about the Tribe's indirect cost pool and rate for your information.

CASINO PROJECT

We are very close to having almost everything fall into place for the Casino project including approval of the compact by the legislature, completion of the City IGA, and obtaining funding. It seems that there is still a fair amount of work to do on the County IGA.

COMPLIANCE

We are still waiting for our first reimbursement for our Broadband Project expenditures. Eric has sent all requested data to the funding agency, and we are waiting to hear if the documentation is acceptable or not.

TRAINING

The next in house training is scheduled for Monday July 21, 2014 in Yreka. The Finance, Compliance, Human Resources, and Information Technology Departments will be providing the training. Additional trainings will be held quarterly. The locations of the trainings will rotate between Happy Camp, Orleans and Yreka.

KARUK TRIBE'S INDIRECT COST POOL AND RATE SUMMARY

Every year, Tribes are required to negotiate an indirect cost rate with the cognizant agency. The cognizant agency for the Karuk Tribe is the Department of the Interior.

There are several methods for determining the indirect cost rate. Many Tribe's use the total cost method. The Karuk Tribe uses wages only and has a current indirect cost rate of 50%. It is interesting to note that if the Tribe used the total cost method, our indirect cost rate would be about 15%. The calculation for the Karuk Tribe's indirect cost rate for fiscal year 2014 follows:

Indirect Cost Pool of \$2,690,648 / Base wages of \$5,381,296 = 50%

Employees from the following departments are included in the indirect cost pool:

- Maintenance
- Motor Pool
- Construction Manager
- Land Manager
- Information Technology
- Finance
- Compliance
- Grant Writers
- Human Resources
- Self Governance
- TFRO
- Executive Director of Health & Human Services
- Other Administration including Administrative Assistant and Receptionist
- 50% of Chairman, Vice Chairman, and other Council costs excluding gaming

Base wages are the total wages paid to all employees who are not in the indirect cost pool.

Adding costs to the pool increases the indirect cost rate. Adding wages to the base reduces the indirect cost rate. Conversely, removing costs from the pool decreases the rate, and removing wages from the base increases the rate.

All programs are required to pay their "fair share" into the pool. If a program cannot pay its share, then the Tribe must cover the cost for that program.

Indirect costs are charged to grants and recorded as revenue to the indirect cost pool.

With the exception of the IHS Compact and BIA Compact, indirect costs reduce the amount of direct funds available to a program. In the case of the IHS Compact and BIA Compact indirect costs are paid in addition to the direct program amounts. IHS and BIA are required to pay full indirect (contract support costs).

TERO Department Report – May 2014

Workforce Protection Act

The TERO Commission is looking forward to the meeting with the Tribal Council on May 21st to look at the WPA, Personnel Policies and the Hiring Policy. We need to get these aligned and in order. I hope to send out the meeting agenda and background information before meeting time. Our timing is important due to the casino approval process and other factors.

TERO Commission Representation

We received only one letter of intent for the two open TERO Commission seats. The letter is from incumbent Commissioner Red Hockaday. I would like to request that he be reappointed and we will keep advertising for the other open seat.

<u>Respectfully request re-appointment of Red Hockaday to the TERO Commission</u> <u>for a term of 4 years to expire in 2018.</u>

Summer Food Program Youth Workers

TERO will hire three youth for the Summer Food Program, one in Happy Camp and two in Yreka. The job postings should be advertising by Council meeting time.

Tribal Reunion

I have been working on preparing for the tribal reunion. As is customary, TERO and Child Care will be providing t-shirts to color and some promotional items.

Casino Project

I am still fielding calls from interested parties to work on or in the Casino. I appreciate being more informed so that I can alleviate others from some of the inquiries.

CHILD CARE

Child Care National

Still no news on the House version of CCDF reauthorization. Our national board (National Indian Child Care Association-NICCA) will be in DC in June and will make some visits and meet with the tribal lobbyists that we have been working with to refine our strategy once a House bill is proposed.

Child Care State

There was a bit of a shakeup within the Tribal Child Care Association of California (TCCAC). Our Chair resigned and I have agreed to co-chair the association. We have a huge challenge getting other tribes to participate in this very important association. We are recognized by the California Department of Education and have ongoing dialog and quarterly meetings that are valuable. In CA, there are approximately 37 Tribal CCDF grantees including consortiums that represent multiple tribes. TCCAC's new executive committee will be meeting to formulate a strategy for outreach and recruitment of other tribes. I understand the average CA tribal ccdf administrator has been working less than 2 years in the program so the understanding for the need to coordinate with the state and other tribes is not quite realized.

Child Care Local

This year's Math and Science Camp is scheduled for July $21 - \text{Aug } 2^{\text{nd}}$ in Happy Camp and the week of July $28 - \text{Aug } 2^{\text{nd}}$ for Yreka. We have mailed out flyers and registration forms to all tribal children aged 10 - 13 living on the river and in Yreka. This year our field trip will be to the Oregon Caves. Yootva for approving use of the gym for Happy Camp. This will make the program more exciting.

Planning for the Summer Food Program is ongoing. We had to update our application with the state and some of us have to participate in a training to be in compliance for this year. Our tribal sites are "open sites" for all school aged kids in the Yreka and Happy Camp communities. Our Happy Camp site will be ready to make sack lunches for Orleans if necessary throughout the summer. The program will run from June 9th through August 15th. As mentioned above we will hire youth workers for both sites to support the cooks. There is a lot of paperwork involved and a lot of documentation that is required. I am very thankful for Donna and Nell at the Head Start who are champions with the USDA Food Program and Summer Food Program requirements.

Respectfully Submitted,

Dion Wood, TERO/Child Care

KCDC REPORT TO THE TRIBAL COUNCIL

MAY 15, 2014

PRESENTED BY DEANNA MILLER

CFO/INTERIM DIRECTOR

Let me just start off by saying I hope that the KCDC Board is able to hire a new OM/<u>ED very soon</u>!

In the absence of the OM/ED, we have been working very hard to move forward with Business as usual.

At the last KCDC Board meeting the following program reports were submitted.

AMKUUF

Delores Davis reported that the Smoke shop is doing well and looking forward to the new employee that will hopefully be hired soon. She reports that the current work shifts are covered well with little to no overtime necessary.

COMPUTER CENTER

Victoria Hayes reported on the Job Fair that was held at the Happy Camp High School on May 7th. She reports that while only two schools participated as presenters, she was pleased with the turnout. Victoria spoke to the KCDC Board about some grant opportunities that she is researching along with a short report on her LSTA grant that Bari Talle currently facilitates. The Board was entertained by Victoria as she demonstrated the "Beaver Song" that Bari recently taught to some of her youngest LSTA participants. It is a song that introduces children to the Karuk culture by teaching animal names and numbers along via a song.

AMERICORP

The AmeriCorps Grant Budget was once again given a work over to correct some deficiencies that were overlooked in the first submittal. It was to be submitted at the Tribal Health Board meeting on Thursday May 15th in hopes that it would be approved. Vi continues to move forward with the AmeriCorps Planning grant.

FIRE CREW

Bill Tripp reported that interviews have been held for management and supervisory level positions for the fire crews. One position is filled and the applicant will start work on May 26th. The other position has not accepted our offer at this time.

HEAD START

Donna Goodwin-Sanchez reported for Patty Brown as Interim Director for the Head Start Program while Patty is out on leave. She reports that operations are going well and the school year is winding down with the last days as May 22nd. Donna has been traveling to Yreka on occasion to work with the staff. The Yreka Head Start end- of- year ceremonies are scheduled for Wednesday May 21, 2013. The morning class will hold their ceremony at 9:30 a.m. at the center and the afternoon class ceremony will be held at 1:00 p.m. at the center as well. Happy Camp's year end ceremony is scheduled for Thursday May 22nd at 11:30 in the Karuk Tribe Gymnasium. All are welcome to attend and support our youth.

Once the Head Start School year ends, both the Yreka and Happy Camp facilities and some of the staff will be working with TANF on the SUMMER FOOD PROGRAM. This program provides lunch on a daily basis during the week to children in each community during the summer.

NAA VURA YEESHIIP

The NAA VURA YEESHIIP program has met with several obstacles this year. We have been able to keep the program progressing and are happy to report that we have hired a Licensed Professional Clinical Counselor who will soon be a Licensed Clinical Social Worker. As soon as Finger Prints have come back for the candidate, he will be taking over Rivkah's cases under the supervision of the HHS until such time he completes his requirements for the LCSW position.

OTHER BUSINESS

KCDC has received the final 2013 Audit Report back. There were four (4) audit findings last year with one in finance and three elsewhere. All documents have been signed and returned, along with the Corrective Action Plan. A copy of the Final Audit has also been forwarded to the Karuk Tribe Chief Finance Officer.

Respectfully submitted,

Deanna Miller

CFO/Interim Operations Manager

Meanna Mille

Karuk Community Development Corporation

Happy Camp Community Computer Center Advocating Technology for All

Board Report for May 9 May 2014 Victoria Hays

Since the last board report, we have had a publisher training on April 22nd with 4 attendees, a food safety training on April 16th with 3 attendees, and I took ICS 100 and ICS 800 and Paullii Beck completed ICS 100. Regrettably, Paullii submitted a resignation, but she will reapply when the job is reposted. We have a flagger class scheduled for Monday, May 26th. The class cost 10.00, but participants will receive a 50% discount if they wear flagger/neon orange.

The LSTA project visited the Tribal Head Start on April 28th. Students were read a story about a lost Beaver and family of squirrels the theme of which was friendship. They were taught a beaver counting song; Students were then broken into groups and 4 by 4 came to the digital literacy station to practice their handwriting on an app that allows them to trace/practice lower case letters, upper case letters, shapes and numbers. In partnership with the Happy Camp Branch of the Siskiyou County Library, I designed a digital scavenger hunt at the Public Library on Saturday, May 3rd. Two students came and used the ipads to scan the clues which were QR codes. Each QR code gave a clue leading the next book which had the next QR code hidden inside it. After all 5 QR codes were found and all of the 'clues' answered, the hunt was complete. The students learned their way around the library, and they began to build a rapport with the local librarian, Dorothy. to another and we had a digital story making event at the People's Center on Sunday, May 4th from 1:00-3:00. Due to Paullii's absence, our visit to Seiad Elementary on Friday, May 2nd was cancelled.

We had a successful career fair on May 7th. College of the Siskiyous and College of the Redwoods were the schools that were represented in person. Dean Robert Taylor of the Career and Technical Education program at the College of the Siskiyous gave an inspiring speech. He motivated the crowd with a 50 dollar bill, asking each student to pick a number 1-50. A student guessed the exact number (which was chosen by looking at the 50.00 bill), and the dean ripped the bill in half giving one half to the student and keeping the other.

The student was told to come back and see him and let him know his plans for the future. After the student reported back, the student was given the other half of the 50. CR and COS brought an array of items that were raffled off to the participants in attendance. Tina Sherrburn donated a pair of her earrings for the raffle as well. Not only did Dean Robert Taylor speak to the students, they were also addressed by Ron Reed, Jesse Goodwin and Carley Whitecrane from the Department of Natural Resources. MWIC was in attendance to let students know about the importance of environmental stewardship and activism. AmeriCorps was in attendance and represented by HTCCC. Hud Oates from STEP/Workforce Connection also spoke to the students, plugging the intense week long job workshop that the HCCCC and STEP facilitate.

Kelly will be reimaging the computers on Friday, May 16th. The computer center will be closed for this. He feels that many of the problems the HCCCC is having will be fixed with the reimaging. Additionally, it will allow for the installation of the Pearson Vue Testing software that enables us to offer the GED online. We haven't been able to offer it, and that is unfortunate. We have though, provided GED study/test prep materials to 3 different parties who are interested in taking it.

Many thanks for the new printer. We should start making \$ again from printing.

DRGR

I submitted the DRGR report, attached. I anticipate that we will be filing for an extension if all approve. I began drafting a letter, see attached.

JEDI

Business Startup Summer planned! Local meetings will take place at the end of May and the beginning of June. The purpose of this rally is to organize around the tourist influx and make a plan to best capitalize on their spending power.

MYMW (Making your Money Work) Class can be taught in Happy Camp Area. After successful completion, graduates who invest in a savings account can have their contributions matched 3:1. KCDC needs to provide 10k match to help facilitate. JEDI will use Community Block Funds.

MOU with College of the Siskiyous—see attached.

Nancy Shepard from COS suggested perhaps revisiting the MOU that exists between HCHS/ College of the Siskiyous and HCCCC. I told her I would bring it before the board. The current MOU is between the school district (Siskiyou Union) and the College of the Siskiyous. Also attached is the tentative schedule for video conferenced classes.

I'd like to teach a ukulele class – either through COS extension or standalone. COS requires that I have 15 students enrolled in order to teach through them. I was thinking of sending home fliers with HeadStart kids to see if any of the parents would be interested in taking it.

Orleans Computer Center & LSTA update

Bari has created an amazing webpage for the Aak Utkirihiti Digital Literacy Project. It can be seen at www.karukstorytellers.org. She has done a fantastic job, and I hope soon that some Happy Camp stories will be on the page. We are having a meeting on Monday, May 12, at the HCCCC. Paullii's absence has made an impact on the execution of our projects, as she was specifically staffed to support the objectives of this particular grant. HR will be advertising the position again, but also contacting our alternate to see if she is still interested in joining the team. We have more money allocated in the budget for salaries than we have used so far, so it shouldn't be a problem hiring 2 positions, possibly even another half time.

I sent a LSTA press release about a month ago, but it doesn't appear that anyone, to my knowledge, released it.

In an effort to produce more content, I have the idea of having a 3 Day Storymaking Workshop in mid-June. I have spoken with Dorothy, and she supports the project, giving us the OK to hold the storymaking workshop at the library. I envision it be from 10-2, 3 Days, lunch and snack provided—the workshops will be organized by grade/age level. Adults and Community members are invited to participate on the last day of the workshop. Each workshop will consist of different age appropriate activities and instruction.

Orleans had a digital library scavenger hunt on May 7th. New covers/cases were purchased for the iPads.

RECEIVED

January 2009 Draft

OPERINTENDENT /

DISTANCE LEARNING SERVICES AGREEMENT Between SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT And SISKIYOU UNION HIGH SCHOOL DISTRICT

This agreement is hereby entered into this __15th_ day of __April_, 2009, by the SISKIYOU JOINT COMMUNITY COLLEGE DISTRICT (DISTRICT) and the SISKIYOU UNION HIGH SCHOOL DISTRICT (SUHSD).

The DISTRICT is working with the SUHSD to provide support and services for distance learning education within Siskiyou County. The Distance Learning Network is to be used to offer College of the Siskiyous classes and other appropriate distance learning activities at the high school sites.

I. FACILITY/ACCESS

- A. Enrollment in DISTRICT classes must be open to the public.
- B. SUHSD will provide appropriate classroom space furnished for student use and which will accommodate at least 10 students.
- C. DISTRICT classes require that enrolled students have access to its classrooms during scheduled class times.
- D. Priority regarding the use of space and equipment will be decided jointly by the DISTRICT and the SUHSD before the beginning of each semester.

II. SCHEDULING

- A. Classes will be scheduled by mutual agreement between the DISTRICT and the SUHSD. The classroom will be available during school vacations or other closed days if the scheduled college class meets at that time.
- B. At the beginning of each college class scheduling cycle (in general, 6-8 months prior to the date of offering), a list of available days and times will be provided to the DISTRICT. The process for scheduling will be as follows:
 - 1. In consultation with the SUHSD, the DISTRICT makes a decision about what courses to offer.
 - 2. The Vice President, Instruction or designee, and the High School Principal or designee, will meet at least twice annually to determine the schedule.
 - 3. Agreed-upon classes will be published in the COS Schedule of Classes.
- C. DISTRICT reserves the right to cancel a distance class section if enrollment is too low to support staffing at a given site or for other extenuating circumstances.

III. EQUIPMENT

- A. DISTRICT will provide videoconferencing and other equipment from the Distance Learning Network build-out project site list.
- B. SUHSD will own, maintain (including current software revisions), repair and troubleshoot the equipment.
- C. SUHSD will provide security and insurance coverage for the equipment.
- D. SUHSD will be responsible for replacement of any equipment that is in need of replacement or is lost, stolen or damaged.

IV. SUPPLIES

- A. DISTRICT will provide supplies needed to support its classes running at the site, including fax and/or printer cartridges and printer paper.
- B. SUHSD will provide any other supplies needed in the classroom.

V. SERVICES

- A. DISTRICT will establish a direct phone line service to the classroom for telephone and fax, if not already available.
- SUHSD will pay ongoing costs for a dedicated fax connection and dedicated voice line, if needed.
- C. SUHSD will provide network connectivity for videoconference and classroom computers (videoconference plus two computers).
- D. SUHSD will provide access to photocopying facilities in classroom or nearby.
- E. When conducting COS classes, SUHSD will provide educational services to COS students including, but not limited to: setting up videoconferenced classes, assisting instructors with the transfer of course materials to and from students, conducting assessments, and proctoring exams
- F. DISTRICT will assist the SUHSD in maintaining a video connection between the Happy Camp/McCloud/Mount Shasta/Weed High School centers and the video bridge at COS.
- G. DISTRICT will provide central student support services to COS students at SUHSD.

VI. STAFFING

- A. SUHSD will provide staffing for all videoconferencing activities during daytime hours (8am to 4pm).
- B. DISTRICT will provide staffing for COS evening classes.
- C. SUHSD will be responsible for expenses of non-COS activities occurring during non-regular work hours.

TERMS AND CONDITIONS

The AGREEMENT period shall be begin January 1, 2009 and remain in place until a change is requested by either party. A review of the agreement can be requested by either the DISTRICT or by COS at any time.

- A. The completeness and quality of the agreed upon services must be acceptable to the DISTRICT. Performance of the services shall be subjected to the DISTRICT's general right of inspection and supervision to secure the satisfactory and timely completion thereof.
- B. Each party agrees to be responsible for the acts and conduct of its own agents, officers and employees, and any and all actions, claims, damages, demands, losses, disabilities, defense costs or liability of any kind or nature, including attorney's fees, that may be asserted by any person or entity arising out of or in connection with the performance of this agreement.
- C. SISKIYOU UNION HIGH SCHOOL DISTRICT agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that are now, or may in the future become applicable to the DISTRICT.
- D. Neither party shall assign or delegate any part of this AGREEMENT without the written consent of the other party.
- E. Either party may terminate this AGREEMENT at any time by giving to the other party written notice at least sixty (60) days in advance. SUHSD shall be paid for all work satisfactorily completed prior to the effective date of termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.
- F. This AGREEMENT is governed by the laws of the State of California.

A. SIGNATURES

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

For the DISTRICT:

Randall C. Lawrence Superintendent/President

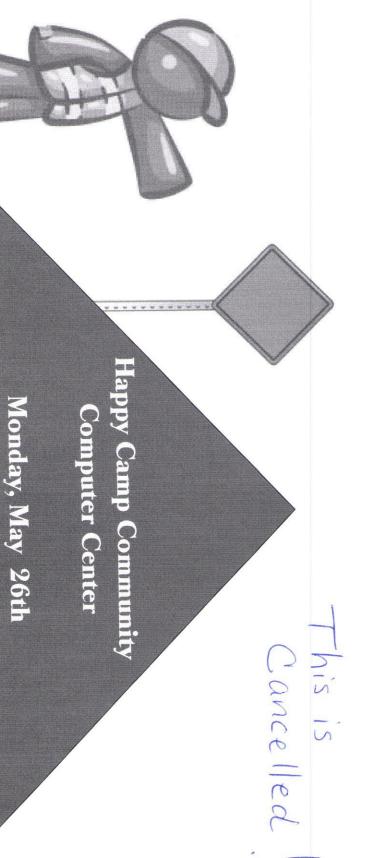
For SUHSD:

Michael L. Matheson Superintendent

Get Certified with an online

FLAGGER CLASS

COST is \$10.00; \$5.00 if you wear neon orange



10 a.m. Call TANF or HCCCC

493-1485

Monthly Managers PROGRESS REPORT

Name of Department/Entity:

Sovereign Nation Civilian Community Corps

Planning Specialist: Month and Year: Viola Long April 2014 1 staff (FTE)

Month and Year: Number of Employees:

Program Budget Status Report from 9/1/2013 through 04/30/2014

Total Approved Grant Bud	get: \$73,156.00	
Total Expenditures:	\$ 38,858.80	
Total Ending Balance:	\$ 34,297.20	

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 E-Grants, and CNCS, Deanna Miller.

Deanna Miller has done Financial Report on 4/30/2014.

Challenges:

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 E-Grants 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 Bar Work Center will be going to Oak Knoll to do a water quality test for me on April 14, 2014.

April Report:

- ⇒ Had our meeting with Dan, Bud, and myself at Oak Knoll on April 15th, 2014, but the septic tank, and water source was overgrown with black berry vines, so could not inspect the septic tank or plumbing, and pipes, or find water source for testing water.
- ⇒ I want to bring on an Independent Contractor in Landscape/ Fire Management to;
- Remove dead limbs and damaged branches that can cause injuries, property damage, and can become an entry point for insects or disease on the trees; rejuvenate plants, trees, and establish plants that are overgrown or leggy, and maintain plants and trees within a given area. Clean up weeds, debris removal, and clean around the building, and planters. Remove berry vines off the fence line to stop fencing from being pulled down and potentially becoming a fire hazard.
- Also, to remove fire hazards from around the building; trees and brush are too close to building.
- ⇒ I have all paperwork (Contract) in place to bring to the KCDC Board Meeting on May 14, 2014, to be approved and then to be passed on to compliance, and then back to the KCDC Board on May 28, 2014 for final approval.
- Report on the grant, there is still hope yet; the Program Officer is working with us on this matter, while the budget can be modified. Emma Lee Johnson and I have been working on this matter. Emma Lee Johnson and Viola Long will be taking the new update budget to the KCDC Board meeting on May 14, 2014 and Emma Lee Johnson will be taking it to the council meeting on May 15, 2014 for the approval and if it gets passed then I will email it to our Program Officer in DC. We will know if grant is approved on June 20, 2014.
- \Rightarrow So at this time, I am moving forward with the planning of having a new AmeriCorps Program putting together program forms, policies and procedures...
- \Longrightarrow Letters of support have been coming in for the program.

CONSTRUCTION MANAGER

DAILY LOG

From 4-16-14 to 5-14-14

- 4-16-14 Work on staff evaluations. Fill PAN for two staff members completing probation. Work with Daniel on paperwork. Start assembly of second TANF table.
- 4-17-14 Orleans to take measurement for estimate for Lester. Write Council report. Start estimate.
- 4-21-14 Bid comparison meeting for Katishraam Wellness Center. Orleans for pre-bid on parking lot for Wellness and Senior Centers.
- 4-22-14 Dr.'s appointment Medford
- 4-23-14 Work with Daniel on schedule/updates. Meet with Lester. Work on HVAC procurement for Yreka TANF. Talk with contractors about possible rock crushing project at ranch. Start floor plan for possible HIP project
- 4-24-15 Crew to Orleans for roof leak.
- 4-28-14 Invoice paperwork, attend Katishraam Wellness Center Meeting. Work on tables. Meet with Jody for updates.
- 4-29-14 Help Crew with excavation layout for drain pipe repair behind shop. Butler Flat for preliminary inspection for possible HIP project. Help with drain pipe project.
- 4-30-14 Assess drain pipe damage Help make out parts list. Try to find "home" for PG&E invoice. Meet contractors at ranch to look at rock for crushing.
- 5-1-14 Invoice paperwork. Check pipe repair project. Attend construction meeting at Housing for Katishraam project. Attend meeting for emergency communications bids.
- 5-5-14 Time cards mileage forms, invoice paperwork. Research lumber racks for maintenance pickups. Meet with Julie and museum protection expert. Discuss building structure and layout.
- 5-6-14 Discuss schedule with crew. Work with Mike T on logistics regarding work needed on Case frontend loader. Put final supports on table. Arrange to have Housing crew borrow Dodge lift truck.
- 5-7-14 Invoice paperwork. See mechanics for status report. Work on procurement for Yreka TANF HVAC.

- 5-8-14 Check spring at ranch for output flow. Possible use at auto shop. Discuss supply orders and internet mechanic support site.
- 5-12-14 Mileage forms. Invoice paperwork. Submit procurement form to Compliance. Order tool boxes for #121. Finish window installation of A/C
- 5-13-14 Crew schedule Locate conduit parts for IT project. Dr.'s appointment Sandind on first table. Help Sam and Nat with plumbing problem.
- 5-14-14 Sick.

Page #2