

**KARUK TRIBE**  
**COUNCIL MEETING AGENDA**  
*Thursday, July23, 2015, 3 PM, Yreka, CA*

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

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

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

**CH) APPROVAL OF THE AGENDA**

**EE) APPROVAL OF THE MINUTES** *(June 25, 2015)*

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

1.

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

1.

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

1. Sandi Tripp, Director of Transportation (written/electronic report)
2. Leaf Hillman, DNR Director (written/electronic report)
3. Carissa Bussard, Education Coordinator (written/electronic report)
4. Lester Alford, TANF Director (written/electronic report)
5. Tom Fielden, Emergency Preparedness Coordinator (written/electronic report)
6. Emma Lee Perez, Contract Compliance (written/electronic report)
7. Jaclyn Goodwin, Self-Governance Coordinator (written/electronic report)
8. Dion Wood, TERO/Childcare Director (written/electronic report)
9. Erin Hillman, KTHA Director (written/electronic report)
10. Karen Derry, KCDC Operations Manager (electronic report)
11. Laura Mayton, Chief Financial Officer
12. Daniel Goodwin, Maintenance Supervisor
13. Scott Quinn, Director of Land Management
14. Dora Bernal, HR Director
15. Carolyn Smith, People's Center Coordinator
16. April Attebury, Judicial Systems Administrator

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

1.)

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

1. Request approval of the 2015 Community Action Plan. Passed
2. Request approval to accept and post HR Director Position. Did not pass
3. Request approval to allow Verna Reece to travel to the CIBA gathering in Redding CA. Passed.

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

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

1. KTHA Meeting Minutes
2. NCIDC Meeting Minutes
3. KCDC Meeting Minutes

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

1. Enrollment (dinner break)
2. Barbara Snider
3. Tribal Council Members

**P) SET DATE FOR NEXT MEETING** *(August 27, 2015, Happy Camp CA.)*

**R) ADJOURN**

**Karuk Tribe – Council Meeting  
June 25, 2015 – Meeting Minutes**

**Meeting called to order at 3:01pm by Joseph “Jody” Waddell, Secretary/Treasurer**

**Present:**

Joseph “Jody” Waddell, Secretary/Treasurer  
Charron “Sonny” Davis, Member at Large  
Arch Super, Member at Large  
Josh Saxon, Member at Large  
Renee Stauffer, Member at Large  
Elsa Goodwin, Member at Large  
Alvis “Bud” Johnson, Member at Large  
Russell “Buster” Attebery, Chairman (late)  
Robert Super, Vice-Chairman (late)

**Sonny completed a prayer and Jody read the Mission Statement.**

**Agenda:**

Renee Stauffer moved and Sonny Davis seconded to approve the agenda, 6 haa, 0 puuhara, 0 pupitihara.

**Minutes of May 28, 2015:**

Arch Super moved and Renee Stauffer seconded to approve the minutes of May 28, 2015, 5 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

**Old Business:**

None at this time.

**Guests:**

None at this time.

**Director Reports:**

**1.) Emma Lee Perez, Grant Writer/Resource Developer:**

Emma Lee is present to review her report. She provided the most current version of the Education grant. It is under resolution 15-R-075. The application is going to the US Department of Education which will include staffing. Along with the grant application, there are agreements that she is seeking approval for, which clarify the support of the schools to the grant application and concept.

Josh asked about coding clubs. Emma Lee noted that that was used from the ANA grant, which is codes for entering data and uploading to websites.

Renee Stauffer moved and Bud Johnson seconded to approve resolution 15-R-075, 5 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

She then sought approval of the agreements that will be with four participating schools. They are basic MOU’s that formalize the informal relationship with schools. The grant requires these MOU’s as well.

Renee Stauffer moved and Bud Johnson seconded to approve MOU’s 15-M-006 through 15-M-009, 5 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

Josh will edit the grant application and send Emma Lee the documents in which he has changes on.

Elsa asked what the status of a grant that she submitted. Emma Lee believes that there should be an update in August.

Emma Lee went on to seek consensus from the Council on a project idea for funding. The discussion was to have a backup generator for the Yreka Clinic. Raul would like to do a solar project for that.

Consensus: to move forward with the solar generator project.

Elsa Goodwin moved and Sonny Davis seconded to approve Emma Lee's report, 6 haa, 0 puuhara, 0 pupitihara.

**2.) Daniel Goodwin, Maintenance Report:**

Not present, no report provided. .

Sonny Davis moved and Arch Super seconded to approve Fred's report, 5 haa, 0 puuhara, 1 pupitihara (Renee Stauffer)

**3.) April Attebury, Judicial Systems:**

April is not present but Tanya is present to review the judicial systems report with the Tribal Council. She provided an emergency operations guide for a transition house and she will seek formal approval at the Thursday Planning Meeting.

She asked for a donation from the Council for 8 staff people's registration and toward food costs. The donation is toward the Mending the Basket, Weaving Wellness in Indian Country. Elsa asked who determines who attends. Tanya provided an overview of the conference and that may assist in determining attendance. The Council will discuss this and get back to Tanya.

Elsa asked if it was normal that there was no court held monthly. Tanya noted that yes; it's normal and happens from time to time.

Elsa Goodwin moved and Sonny Davis seconded to approve April's report, 6 haa, 0 puuhara, 0 pupitihara.

**4.) Scott Quinn, Land Department:**

Scott is present to review his report. He has one action item. It is a contract with Jon Schneider to remove 1970's single wide at an old trailer park.

*Buster Attebery and Robert Super arrived at 3:27pm*

There will be no cost with the contract. There is a woodstove and a propane stove that will be onsite. Jackie asked what is going to be done with the equipment that is inside the trailer. Scott noted that the contract is to remove the trailer. The Tribe will remove the stove and woodstove. Scott noted that he needs axles and he will be borrowing them from KTHA.

Renee Stauffer moved and Elsa Goodwin seconded to approve the agreement 15-A-066, 7 haa, 0 puuhara, 0 pupitihara.

There is no title on the trailer but a bill of sale will be done.

Scott then updated the Council that the solicitors' office will not need to draft the final decision. This will save time. The Sharps road property clean-up is moving along. Scott noted that there was a vehicle at the old motel property. Scott would recommend having a plan on property that has been cleaned.

MKWC easement has now been returned and notarized. Scott went on to update the status on the White Mountain property, yellow house property, and other properties.

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

**5.) Sandi Tripp, Director of Transportation:**

Sandi has three action items. She first sought out of state travel. It is August 18-20, 2015.



Elsa Goodwin moved and Renee Stauffer seconded to approve Jody Waddell and Sandi Tripp to Wisconsin, 8 haa, 0 puuhara, 0 pupitihara.

She then sought approval of resolution 15-R-073 for a grant award for the TTP formula grant. Josh asked if there is an alternative to having the stage service provided. Sandi noted that there are records of the use and they will evaluate that and determine if there will be a transportation service provided. She has been actively reviewing other options for transportation services. One option would be a Dial A Ride option. Sandi noted that this will take some time to plan as it would create a whole new program/department, because that would be a stand-alone, separate department.

Renee Stauffer moved and Jody Waddell seconded to approve resolution 15-R-073, 8 haa, 0 puuhara, 0 pupitihara.

Her last action item is contract 15-C-097. It is a contract that was done last year as well. Sandi noted that a coalition across the nation was developed and with the contract funding this coalition will work on the transportation bill. Josh asked that that be tabled to closed session.

She updated the Council on the red cap bikeway. It is going to begin in phase one which will be shortly after July 7<sup>th</sup>, 2015.

Elsa Goodwin moved and Bud Johnson seconded to approve Sandi's report, 8 haa, 0 puuhara, 0 pupitihara.

**6.) Leaf Hillman, DNR Director:**

Leaf is on extended leave and Bill Tripp is present to provide the DNR report.

He first sought approval of action items. Bill noted that he received guidance on obtaining funding. The total amount available is \$300,000 but he drafted it for \$316,000 and provided some other options of funding levels that may be workable. It will be 15-R-074.

Renee Stauffer moved and Bud Johnson seconded to approve resolution 15-R-072, 7 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

He then sought approval to enter into an inter-agency agreement for the Westside Recovery Project Consultation reimbursement. There was discussion on having language changes to have the resolution revised to state that the BIA is authorized to enter into an agreement with USFS on the Karuk Tribe's behalf.

Josh Saxon moved and Renee Stauffer seconded to approve resolution 15-R-074 with changes, 8 haa, 0 puuhara, 0 pupitihara.

He then sought approval of a proposal to fish and wildlife service for the Klamath basin inter-tribal youth program. It is under resolution 15-R-082 authorizing submission of the proposal.

Josh Saxon moved and Bud Johnson seconded to approve resolution 15-R-082, 6 haa, 0 puuhara, 2 pupitihara (Elsa & Arch).

He then went on to highlight the DNR report and note the staff that didn't submit reports was because they are covering other positions or did not have time.

Bill provided a summary on the operations of DNR. Bill updated the Council on the movement of Westside. There is a collaborative effort that will be made to work on a programmatic agreement that would outline what KNF will do to carry out the critical issues for the Tribe was included in the Karuk Alternative. Bill is hoping that this will move forward providing safeguards for the Tribe.

The moratorium for suction dredge mining was upheld and there is another court date in January. Bill attended the annual fire meeting and he made some relationships which will be beneficial at a later time. He

updated the Council on different discussions being had in networking that will assist in determining how fire will be used as a tool for support. Bill will continue to build the fire hub into a national training concept.

The WKRP meetings are beginning to branch out. They are moving forward without funding but evaluating projects that may be done. A community coordinator may be workable and put at KCDC.

Josh Saxon moved and Renee Stauffer seconded to approve DNR's report, 8 haa, 0 puuhara, 0 pupitihara.

**7.) Carissa Bussard, Education Coordinator:**

Carissa is present to review her report. The Education Committee is going to be having its own strategic planning meeting in August, which will provide some direction for the education program.

She has made contact with the previous education students to provide information. She will be developing a database to track students and their progress through their educational career.

Josh asked about the gift that she will be providing the students at the Reunion. Josh suggested calculators with the tribal seal and Carrisa's contact information.

Renee Stauffer moved and Robert Super seconded to approve Carissa's report, 7 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

**8.) Carolyn Smith, People's Center Coordinator:**

Carolyn is present to review her report. She has two action items. She presented a contract for pesticide testing under contract 15-C-102. This will be funded through a NAGPRA grant which has been extended since 2012. The proposal will include so much more additional work that will benefit the Tribe.

Josh Saxon moved and Renee Stauffer seconded to approve contract 15-C-102, 8 haa, 0 puuhara, 0 pupitihara.

She then sought approval of a secretary to the PCAC meetings. The Council will discuss this further and let her know.

Josh asked about the remodel for the Phoebe Hearst museum, and the option to get some items repatriated. She noted there are ongoing issues with the museum. Josh believes that there are people who need some grassroots training on NAGPRA.

Josh Saxon moved and Elsa Goodwin seconded to approve Carolyn's report, 8 haa, 0 puuhara, 0 pupitihara.

**9.) Lester Alford, TANF Director:**

Lester is present to review his report. He has one action item. It is an MOA for the summer food program, 15-M-010. It is between TANF and KCDC. Josh asked for an update on the inter-department MOU's. Jaclyn noted that there is no set template but the formatting is the same.

Jody Waddell moved and Sonny Davis seconded to approve 15-M-010 between TANF and KCDC, 6 haa, 0 puuhara, 2 pupitihara (Elsa & Arch).

Lester then went on to review his report. He overviewed his summary report that includes the work participation rate, NEW reporting, LIHEAP funding, General Assistance, and CSD.

Renee Stauffer moved and Bud Johnson seconded to approve Lester's report, 8 haa, 0 puuhara, 0 pupitihara.

**10.) Tom Fielden, Emergency Preparedness Coordinator:**

Tom is present to review his report. He presented agreement 15-A-067 between the Karuk Tribe and KNF. It will be for the special use permit land use fee for the radio repeater project. They will be seeking a fee waiver as well.

Jody Waddell moved and Renee Stauffer seconded to approve agreement 15-A-067, 8 haa, 0 puuhara, 0 pupitihara.

Tom then updated the Council on the ongoing activities of the Emergency Preparedness program. He has been working with DNR to get task books ready to go. He worked with Tanya and April on an emergency plan for the domestic violence house. Rachel has been working on inventory for an emergency at each location and supplies stored for emergencies.

Renee Stauffer moved and Sonny Davis seconded to approve Tom's report, 8 haa, 0 puuhara, 0 pupitihara.

**11.) Jaclyn Goodwin, Self-Governance Coordinator:**

Jaclyn is present to review her report. Jaclyn sought approval of the AFA with the BIA; it is a part of the multi-year funding agreement. Josh asked why the budget stays the same. Jaclyn noted that Congress doesn't provide more funding. Josh asked if other Tribes get additional funding. Jaclyn noted that for the most part yes, there isn't additional funding and when there is, there is additional one time funding sometimes which the Tribe sometimes gets. Laura noted that when the Tribe was first compacted that is the base funding. Laura explained that based on the services the base funding was established, that becomes set in stone. Laura noted that based on the budget there is only so much funding and the BIA will not take from another Tribe and give to a growing Tribe. Jaclyn believes that the Tribe can be better about showing need. Josh agrees that that is his point, to justify how the Tribe has progressed and independently advanced programs with base funding that has not increased.

Josh Saxon moved and Renee Stauffer seconded to approve resolution 15-R-077, 8 haa, 0 puuhara, 0 pupitihara.

She then updated the Council on her attendance to the Inter-Tribal Fish Commission meeting. They will be discussing the future of the fish commission and the office locations. Basin tours will be done as well.

She continues to do a lot of coverage for the Compliance Department. She will be looking into the Indian Health Services funding and determine what the status is. An agreement was sent for individual water systems but there are some controversial clauses in the agreements.

A letter of intent still hasn't been received from Siskiyou County for enforcement of orders.

A lobbying report was done a couple days ago. The Karuk Tribe is still registered with lobbyists, so she has been doing the required reporting. She noted that to release one firm that is no longer used, should be done. Next week there is a meeting regarding the programmatic agreement for Westside Recovery Project.

Jaclyn will be on maternity leave beginning August 10, 2015. Josh thanked Jaclyn for helping out and completing the Contract Compliance duties while the Tribe was in a difficult situation. She noted that the cross-training was nice and she hopes that that can take place more often to assist the staff.

Arch Super moved and Renee Stauffer seconded to approve Jaclyn's report, 8 haa, 0 puuhara, 0 pupitihara.

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

Dion is present to review his report. He had his employee evaluation and during that time, it was identified that it needed some updates. Josh asked what the EEOC's jurisdiction is. Dion noted that it has no jurisdiction. Josh would like to have the reference of EEOC removed from the position description. Dion updated the Council the potential to move to the EEOC MOU and to have a process in place for that. Erin commented that there was a case for EEOC and KTHA. Jaclyn noted that each case is different and the EEOC may make a claim for jurisdiction over non-Indians. The position description will be tabled.

His second action item is a head start bus that is inactive and to use it in Yreka for the summer food program. Buster inquired about the requirements for hauling kids. Dion noted that no, the liability would be on the Tribe and operated by the Tribe. Elsa noted that the reimbursement of kids is 70, so if they serve more than they won't receive reimbursement. Jody noted that KCDC is working on this same concept for another area. Laura noted that during previous discussions there was a discussion on the legality of the bus and remodeling it for use in transporting children. Dion will present the regulations and/or something from CHP stating that that is allowable then that can move forward.

Dion announced there is a vacancy on the TERO Commission due to the Chairperson resigning.

He updated the Council on his ongoing activities of the TERO office related to "right to work" tribes, unions, gaming questions, venter classes, trainings and meetings.

The monitor training needs to be done and the group is done finagling the contract language.

Buster asked about expending 2014 funding and further funding. Dion explained that he is tracking this and moving forward with carryover funding. Dion will be having Buster certify the funding for childcare.

The math & science camp is coming up and there has been a large response in Yreka.

Elsa Goodwin moved and Josh Saxon seconded to approve Dion's report, 8 haa, 0 puuhara, 0 pupitihara.

**13.) Erin Hillman, ED KTHA:**

Erin is present to review her report. She sought approval of resolution 15-R-076.

Arch Super moved and Elsa Goodwin seconded to approve resolution 15-R-076, 8 haa, 0 puuhara, 0 pupitihara.

She then updated the Council on the tax credit award and the steps needed to move the projects forward. She explained that there have been discussions on different projects, designs, styles and planning toward the implementation toward the tax credit project.

The quarterly BOC/KT meeting is July 8, 2015.

The 2015 O-link meetings are being scheduled and she will get that resolution through Jaclyn for review.

The youth crews started and the Tribe will be providing them with shirts. The youth will have to be addressed for staff day.

The Council thanked Erin and congratulated the staff for their tax credit achievement.

Arch Super moved and Robert Super seconded to approve Erin's report, 8 haa, 0 puuhara, 0 pupitihara.

**14.) Karen Derry, KCDC ED:**

Karen is not present, she is on travel status.

There was discussion on having a Tribal Leader attend Head Start training.

Arch Super moved and Robert Super seconded to approve Karen's report, 8 haa, 0 puuhara, 0 pupitihara.

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

Laura Mayton is present to review her report.

She sought approval of sole source payment to AAAHC.

Josh Saxon moved and Renee Stauffer seconded to approve AAAHC accreditation costs, 8 haa, 0 puuhara, 0 pupitihara.

She then provided a draft of the CAP for CSD. She will be having a public meeting, Monday at 5pm. Erin provided a review of it, which she has some areas that she can improve and will take Erin's notations and incorporate them. She would like to have the final report submitted by June 30<sup>th</sup> with approval by the Council. She thanked Michelle for creating a database of information on the surveys, RPMS, TANF, and the Enrollment office that provided several pieces of the report.

Elsa Goodwin moved and Renee Stauffer seconded to approve Laura's report, 8 haa, 0 puuhara, 0 pupitihara.

**16.) Tina Weldin-Hockaday, HR Director:**

Tina is present to review her report. She provided an update regarding hiring to her report.

She requested to waive the interview process for the fire crew. She would like all the potential candidates to be interviewed immediately and not wait for screenings. Dave Medford would like to hire them all and conduct interviews for ranking system. Tabled to closed session.

She then sought approval of the People's Center Coordinator position description. Tabled to the Thursday Planning Meeting.

Josh Saxon moved and moved and Elsa Goodwin seconded to approve the HR report, 8 haa, 0 puuhara, 0 pupitihara.

**Phone Votes:**

None to report.

**Closed Session:**

Bud Johnson moved and Renee Stauffer seconded to approve resolution 15-R-081, 8 haa, 0 puuhara, 0 pupitihara.

Consensus: to have the Judicial Administrator provide an update on current cases, potential cases, etc.

Elsa updated the Council on the KTHA computer center being put in the new KTHA building. Elsa noted that the computer site at KTHA will be smaller, not staffed, and provides assistance to the tenants; it will not conflict with the HC Computer Center.

Informational: Josh and Renee provided an overview of the meeting held with the Yurok Tribe on their land legislation.

Directive: to HR to ensure scheduling is done in concurrence with the Tribal Council's schedules.

Consensus: to review the CRIHB payment to Council Members.

Informational: Complaints from crew members should be sent to direct supervisor to review and handle those.

Consensus: to allow immediate screening and interviewing of potential fire crew candidates; phone interviews will be allowed.

Informational: For HR, Health and others to have a meeting regarding UDS screenings and processes.

Jody Waddell moved and Josh Saxon seconded to allow UDS screening of employee #NA, 7 haa, 1 puuhara (Elsa Goodwin), 0 pupitihara.

*Arch excused himself at 7:36pm.*

Josh Saxon moved and Jody Waddell seconded to approve the non-lobbying contract 15-C-097, 7 haa, 0 puuhara, 0 pupitihara.

15-A-067 – B&A Asphalt. No minutes recorded.

Elsa Goodwin moved and Renee Stauffer seconded to approve out of state travel for Heather McAllister, 7 haa, 0 puuhara, 0 pupitihara.

Buster Attebery will work with Raul on obtaining an update to the Council regarding recruitment, public health nurse, and provider in Orleans.

Josh Saxon moved and Elsa Goodwin seconded to approve agreement 15-A-065 with changes, 7 haa, 0 puuhara, 0 pupitihara.

Employee Drawing: Emilio Tripp

Consensus: to allow Michelle to take minutes for the PCAC for three months and then re-visit the PCAC assigning someone.

Consensus: Youth Workers will not go to the employee staff day but something will be done for them.

Renee Stauffer moved and Bud Johnson seconded to approve the people's center coordinator position description, 7 haa, 0 puuhara, 0 pupitihara.

Informational: Follow up- staff that has received pay increases, pay changes, and re-classification but reduced positions and remained at same rate of pay. Laura advised that employees should be grand-fathered in.

Consensus: to stay open 12-1pm, Michelle will cover Admin phones.

Elsa Goodwin moved and Arch Super seconded to pay the KCDC Board stipends in addition to their Council stipends, 5 haa, 0 puuhara, 1 pupitihara (Sonny Davis).

**Next Meeting Date: July 23, 2015 at 3pm in Yreka, CA.**

Bud Johnson moved and Renee Stauffer seconded to adjourn at 8:29pm, 7 haa, 0 puuhara, 0 pupitihara.

**Respectfully Submitted,**

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**Russell "Buster" Attebery, Chairman**

**Recording Secretary, Barbara Snider**

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



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

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

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**Sandi Tripp**  
**Department of Transportation Director**  
For Council Meeting on July 23, 2015  
Reporting Period – June 22, 2015 – July 16, 2015

The information provided in this report reflects approved projects/tasks in our current FHWA Tribal Transportation Improvement Program (TTIP).

**GENERAL PROGRAM SUMMARY**

The Karuk Tribe executed a Program Agreement with the Federal Highway Administration (FHWA) in December 2013, for operation and administration of a Tribal Transportation Program under FHWA oversight. As stipulated in this agreement, the Tribe exercises responsibility for the following activities:

- General transportation planning, including development and submission of long range transportation plan and Tribal Transportation Improvement Program (TTIP);
- Program administration;
- Design, construction, and management of transportation projects;
- Transportation facility maintenance;
- Coordinate with FHWA to ensure environmental compliance on all Karuk Tribal construction projects.
- Other TTP program-eligible activities as authorized.

Funding is allocated to the Karuk Tribe on an annual basis through Referenced Funding Agreements pursuant to the Karuk Tribe's Tribal Transportation Program Agreement with the Department of Transportation, Federal Highway Administration.

**TRIBAL TRANSPORTATION IMPROVEMENT PROGRAM (TTIP)  
PROJECT SUMMARIES**

**The following summaries represent our new Official TTIP projects, all projects are planned for FY 2015 – 2019.**

**Project Title: Red Cap Road Bike Way**

Description: Reconstruct Red Cap Road – shoulder widening pedestrian and bicycle safety.

**Status: Fully funded through a grant from FHWA TTP Safety Funds and State of California Dept. of Transportation and Karuk Tribe TTP Annual Allocation.**

Construction began on July 6, 2015 for Phase 1 of this project. I monitor progress daily and we have a Cultural Resources Monitor on the project as well as a Construction Engineer. Due to lines of sight on

this project, we have our very first stop light in Orleans! The project is on track and is expected to be completed within a forty day construction period.

### **Phase 2**

A Pre-Bid meeting was held with the County of Humboldt and prospective bidders for Phase 2 of this project. As you may be aware Phase 2 is the final Phase and we expect the Project time frame for to be approximately seventy five days. Due to the upcoming rainy season, we expect construction on Phase 2 to begin in the spring of 2016. The bids for this Phase closed on July 14, 2015, and at this time it appears that Sundburg Construction is the apparent low bidder. TERO fee and Indian Preference will apply on this Phase of the Project.

Thank you for all your support on this project and I look forward to completing the construction of this exciting project.

### **Project Title: Asip Road Ext. 815**

Description: Reconstruction

**Status:** Construction is completed on this project and final invoice is in process. FHWA will be visiting and assessing this project on July 22, 2015.

### **Yellow Hammer PR 815**

Description: Repair and Maintenance of the Yreka Head start Parking Facility

**Status:** To ensure longevity of this facility we will implement a maintenance plan for this site. During the FY 2015 field season DOT Staff will complete a maintenance project that will include crack seal, seal coat, stripping and signage.

### **Yellow Hammer PR 825**

Description: Repair and Maintenance of the Yreka KTHA Maintenance Parking Facility

**Status:** To ensure longevity of this facility we will implement a maintenance plan for this site. During the FY 2015 field season DOT Staff will complete a maintenance project that will include crack seal, seal coat, stripping and signage.

### **Project Title: Happy Camp Complete Streets Project**

Description: Reconstruction – Safety / Complete Streets Project

**Status:** This project is planned for SR96 in Happy Camp from the west end of town where Second Avenue meets SR 96 to the east end of town where Old Highway 96 meets SR 96. The language below is an email sent on July 14, 2015 from Kelly Zoloff, District STIP Coordinator, and Caltrans District 2 in Redding. This email was addressed to me and to Siskiyou County representatives.

**EMAIL FROM CALTRANS:** “ *Caltrans has initiated a corridor PSR in the community of Happy Camp to improve the operations of the state highway (for vehicles, bikes and pedestrians) along SR 96. This project was originally requested by the Karuk Tribe as a possible Transportation Enhancement (TE) project in 2011. Most recently they have also considered applying for Active Transportation Program (ATP) funds. Along with the endeavors the Karuk have pursued the District has added this project to our PID work plan to develop a corridor PSR this FY (15/16) to address operational improvements along SR 96 through the community of Happy Camp. The goal of the corridor PSR is to work in partnership with the Karuk Tribe, Siskiyou County and Siskiyou County Transportation Commission to develop a scope of work that tries to incorporate the needs of all parties; identifies possible funding alternatives; and line*



*out a possible timeline for completion of the project(s). Current possible funding sources are ATP, STIP, SHOPP, Tribal, Transit(?). We will also be looking for grants and other means as they become known.*

*To kick-off this proposed project, we (Caltrans) would like to hold a meeting in Yreka to discuss the project and the expectations of each agency in the development of the corridor PSR as far as needs that have been identified and to review improvements that are currently underway. I have included dates we are available to meet below. Please let me know which day(s) and times work for each of you.*

*The information that comes from this meeting will be shared with the Caltrans project development team to prepare the corridor PSR. The goal is to have a complete PSR in spring (March) 2016 to align with ATP Cycle 3 Call for Projects.*

I am very excited to report that we have scheduled a meeting to move this project forward and I would like to invite any interested Tribal Council Members to attend this important meeting. The meeting is currently scheduled for August 25, 2015 in Yreka, meeting site to be determined soon.

**Project Title: Tishawniik Hill Bikeway and Trail (Upper/Lower)**

Description: New construction and Reconstruction of the Upper and Lower Roads

**Status:** This route has significant safety issues for local residents and is identified as a priority facility by Caltrans and the Tribe. This project will also incorporate project tasks associated with repair of upper and lower Tishawniik Hill roads that are planned to be part of the overall vision for the trail.

**Project Title: Orleans Community Safety Corridor Project**

Description: Reconstruction / Safety Project

**Status:** This project is on SR96 and I have been working with Caltrans to identify the project perimeters and preliminary objectives. Through a coordinated effort between the Karuk DOT and Caltrans D1 we developed a Project Initiation Form for this project. This form is an initial planning document that identifies project perimeters, objectives, design expectations and a draft estimated budget. We will be back on track with this project in the next month and I will be reporting to Council on the progress as new information becomes available.

**Project Title: Katimin Road**

Description: Reconstruction

**Status:** This route has significant safety issues and is identified as a priority facility by Ceremony Leaders and the Karuk Tribal Council. I expect to coordinate with all interested parties and develop a design plan that will meet the collective need for this very sensitive site. I will be reporting to Council on the progress of this project as new information becomes available.

**Project Title: Itroop Road Construction (Phase II)**

Description: Reconstruction and extension of Itroop Road

**Status:** This is for a plan to extend Itroop (near the KTHA homes at the top of the hill) down the hill onto the old Evans Property. When KTHA is ready to construct new homes on that property we will coordinate to ensure an adequate route is constructed for those residences. Itroop Road has significant safety issues associated with emergency ingress/egress. Maintenance is being performed as necessary.

**Project Title: Rural Transit Route – SR96**

Description: Rural Transit Route between Orleans and Yreka

**Status:** I am currently working with FTA to complete a very cumbersome process of reporting. Once the reporting process is completed, we will have approx. \$16,000. These funds have been allocated for the Tribe through a formula apportionment for FY 2013 and FY 2014. The FTA requires us to do a proposal in their data system that identifies how the funding will be spent. I completed the proposal and received approval from Council last month. I have submitted the documents and expect funding to be transferred to us as soon as possible. I will keep Tribal Council up to date on this project as new information is available.

**Project Title: Somes Bar Work Cnt. Road & PF**

Description: Repair and Overlay

**Status:** To ensure longevity of this facility we will implement a repair and overlay project during the FY 2015 field Season. The site survey is completed and our engineer is completing the design. I was provided a preliminary estimate for this project this project, as identified below. Project tasks will include repair of all failures in the AC surface, import and compact the sub-base, AC overlay, stripping and signage. The PS&E package for this project is near completion and we will be bidding this project soon. I expect that this project will begin in mid-August.

**Preliminary Project Estimate**

No.	Description	Quantity	Unit	Unit Price	Total
1	Mobilization/Demobilization	1	LS	\$ 15,000	\$ 15,000
2	Temporary Traffic Control	1	LS	\$ 2,500	\$ 2,500
3	Demolition of Existing Facilities	1	LS	\$ 5,000	\$ 5,000
4	Cold Plane Existing Asphalt Concrete Surface	2,600	SY	\$ 10	\$ 26,000
5	Minor Concrete - Valley Gutter	55	LF	\$ 60	\$ 3,300
6	Hot Mix Asphalt (Type A)	350	TON	\$ 220	\$ 77,000
7	Shoulder Backing	400	LF	\$ 5	\$ 2,000
8	Remove and Reinstall Concrete Parking Blocks	1	LS	\$ 2,000	\$ 2,000
<b>Subtotal</b>					\$ 132,800
<b>Construction Contingency (15%)</b>					\$ 19,920
<b>Total Opinion of Probable Construction Cost</b>					<b>\$ 152,720</b>

**Project Title: Yreka Clinic PF (including the TANF site)**

Description: Redesign and Reconstruction of the Yreka Clinic Parking Facility

**Status:** To ensure longevity of this facility we will implement a maintenance plan for this site. A initial major maintenance project will be performed during the FY 2015 field season; DOT Staff will complete

tree and root removal, excavation and compaction, repair of AC, crack sealing, seal coating, striping and signage.

During the FY 2016 we will be completing a site survey, design and environmental process. In FY 2017, we will complete the process of reconstruction of this facility. I will keep Tribal Council up to date on this project as new information becomes available.

### **Project Title: 2% Planning**

#### **1.) General Project Coordination and Planning Efforts**

**Status:** All projects associated with the Karuk Tribe Transportation Department require extensive coordination and collaboration. During this and all future reporting periods I will ensure Tribal Council is updated as new information becomes available.

#### **2.) Update of the Karuk Tribe Long Range Transportation Plan**

**Status:** The Karuk Tribe DOT is working on updating the current LRTP. We plan to incorporate all transportation facilities, including, but not limited to roads, trails and river access points. I met with our Consultant on July 14, 2015 in Yreka. We reviewed the current draft LRTP and came out of the meeting with pages of “to do’s” for the consultant and also for us! We will be working diligently on plan development over the next few months. I have a meeting scheduled with KRAB representatives and other select individuals to begin the process of facility identification and ensure all cultural relevant issues are noted and observed.

#### **3.) TTIP Update**

**Status:** During this report period the Department of Transportation received our Official TTIP for FY 2015-2019. This month I have incorporated all the new project titles in to my monthly report. I will continue to report on the projects identified in this report and look forward to completing all our projects in a timely manner.

#### **4.) Tribal and Regional Coordination during Report Period**

**Status:** Attended and participated in monthly Tribal Council and possibly Planning meeting,) , North Coast Tribal Transportation Commission (NCTTC), , HCAOG Technical Advisory Committee, Karuk Tribal Management Team and Working Group meetings, Cultural Resources Advisory Board Meetings, FHWA Consultation Meeting 25CFR Part 170, Caltrans Native American Advisory Committee (CNAAC), Caltrans California Transportation Plan 2040, Federal Transit Administration. Quarterly Tribal Transportation Program Coordinating Committee Meeting (TTPCC)

### **Project Title: Road Maintenance**

**Description:** Road maintenance funding provides staff and operational coverage for the activities listed below, as performed by a crew from the Karuk Tribe Department of Transportation.

Activities

- Landscape and irrigation repair at the HC Admin Offices
- Street Sweeping
- Debris and brush removal from roadside and gutters
- Minor roadway patching/crack sealing
- Curb painting
- Road striping
- Crack Sealing

- Parking Facility Seal Coating
- Grading, ditch and drainage maintenance
- Equipment and vehicle lease, maintenance and repair
- Ongoing route review to identify maintenance and project needs

### Expenditure/ Progress Chart

Program	Code	Total Budget to Date	Expensed to date	Balance	% Expended
Federal Highway Administration (FHWA)	2231-00	\$1,593,430	\$282,627	1,309,928	17.79%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2014 – 10/1/2015	12	9	3	75%	N
Progress Report Due Date	Completed?	Date Completed By?	Fiscal Report Due Date	Completed?	Date Completed By:
5/30/15	yes	5/30/15	10/1/2015	N	
<b>Comments:</b>					
All projects are meeting milestones as planned.					

### Action Items

**#1 - Request for out of state travel:**

Meeting: National Tribal Transportation Conference

Travel to: Myrtle Beach, SC

Date: September 20-24, 2015

I will be presenting and Departmental staff and I will be attending training courses for transit and road maintenance.

**#2 - Requesting approval of Resolution 15-R-089** authorizing acceptance of RFA Amendment #3 with FHWA to increase the Karuk Tribe FY2015 Tribal Transportation Program Funding in the amount of \$115,430.97.

**#3 - Requesting approval of Agreement #15-A-067** for the purposes of equipment rental from B&A Asphalt Maintenance. The Department of Transportation has a compelling need to rent rather than buy particular items associated with facility maintenance.

*This contract was presented last month and we discussed getting a review from our Tribal Attorney. I followed through with that directive and the documents that will be presented this month, as attached to this report, have been reviewed and revised by the Attorney; as well as being approved through our internal processes.*

**#4 - Requesting approval of Amendment #2 to Contract No. 14-C-025** This amendment is to increase the contract with an additional amount of \$30,000 to ensure the necessary engineer tasks are completed as planned.

**#5 – Requesting the approval of a new position description for a Seasonal Roads Maintenance Worker.** This will be a new position for the Department of Transportation, and has been reviewed by HR. Planning was completed for this position during the TTIP process, and funding is programmed through the Transportation Department Maintenance Program.

# REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Sandi Tripp DATE: 7/8/2015

DEPARTMENT: Department of Transportation

DEADLINE: 7/23/15 AMOUNT: \$115,430.97 DATES FROM: 9/30/2014 TO: 9/30/2015

**BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:**

Request for approval of U.S. Department of Transportation Federal Highway Administration (FHWA) Referenced Funding Agreement in the amount of \$115,430.97 for Amendment #3 to Agreement No. DTFH69-15-H-00051 for FY2015.

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

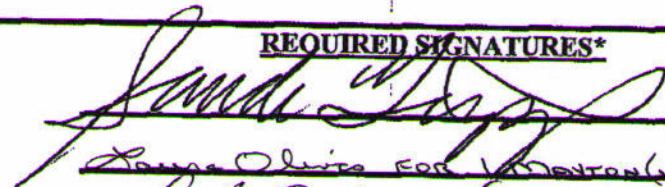
COMMENTS:

COMPLIANCE:

CFO:

OTHER:

**REQUIRED SIGNATURES\***

REQUESTOR*		DATE	<u>7/8/15</u>
CFO*	<u>Donna Oliva FOR V. DENTON (V. RATION)</u>	DATE	<u>7/10/15</u>
COMPLIANCE*	<u>July Ann Fr</u>	DATE	<u>7/10/15</u>
CHAIRMAN	_____	DATE	_____
OTHER	_____	DATE	_____



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

# Karuk Tribe



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

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

## REQUEST FOR RESOLUTION

Check One:  Resolution

Karuk Tribe Number Assigned:

15-R-089 Amendment #3

Prior Amendment:

YES

Requestor: Sandi Tripp

Date: July 8, 2015

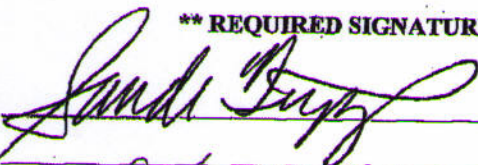
Department/Program:

Department of Transportation

### Brief Description of Purpose:

Amendment #3 for Referenced Funding Agreement No. DTFH69-15-H-00051 for FY 2015 with Federal Highway Administration (FHWA) for additional funds in the amount of \$115,430.97.

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



  
\*\*Self-Governance Coordinator

7/10/15  
Date

Date

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## RESOLUTION OF THE KARUK TRIBE

**Resolution No: 15-R-089**  
**Date Approved: July 23, 2015**

**RESOLUTION AUTHORIZING AMENDMENT #3 TO THE REFERENCED FUNDING AGREEMENT (RFA) NUMBER DTFH69-15-H-00051 WITH THE DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION TO INCREASE FUNDING BY ONE HUNDRED FIFTEEN THOUSAND, FOUR HUNDRED THIRTY DOLLARS AND NINETY SEVEN CENTS (\$115,430.97) TO THE KARUK TRIBE DEPARTMENT OF TRANSPORTATION FOR FISCAL YEAR 2015.**

**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 Transportation Department has previously received funds in the amount of \$1,055,831.64 from the Department of Transportation Federal Highway Administration for Fiscal Year 2015; and

**WHEREAS;** the Amendment #3 to the above referenced Agreement will increase Fiscal Year 2015 funding in the amount of \$115,430.97 for a total of \$1,171,262.61; now

**THEREFORE BE IT RESOLVED;** that the Karuk Tribe authorizes the receipt of the Amended RFA and additional funding from the Department of Transportation Federal Highway Administration for FY15; now



**THEREFORE BE IT FINALLY RESOLVED;** that the Karuk Tribal Council authorizes Amendment #3 to the Referenced Funding Agreement (RFA) Number DTFH69-15-H-00051, with the Department of Transportation Federal Highway Administration to increase funding by \$115,430.97 to the Karuk Tribe Department of Transportation for Fiscal Year 2015.

**CERTIFICATION**

I, the Chairman, hereby certify the foregoing resolution 15-R-089 which was approved at a Council Meeting on July 23, 2015, was duly adopted by a vote of \_\_\_\_\_ AYES, \_\_\_\_\_ NOES, \_\_\_\_\_ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which \_\_\_\_\_ voted.

\_\_\_\_\_  
Russell Attebery, Chairman

\_\_\_\_\_  
Date

## REFERENCED FUNDING AGREEMENT

### Pursuant to the Karuk Tribe's Tribal Transportation Program Agreement With the Department of Transportation for Fiscal Year 2015

#### Amendment # 3

In accordance with **Section (i) Amendments** of the Referenced Funding Agreement, dated 1/8/2015, pursuant to the Tribal Transportation Program Agreement between Karuk Tribe and the United States, **Section (e) Summary of funds** is hereby amended, as follows:

**(e) Summary of Funds to be Provided** - The total amount of funding provided under this Funding Agreement is identified below:

FY 2015 Tribal Transportation Program Funding and other FLH funds:

TTP Funds	\$	112,865.84
TTP Transportation Planning Funds (2%)	\$	2,565.13

**Total Amount for this RFA:** **\$ 115,430.97\***

SUMMARY

Amount of this RFA	\$	115,430.97
Amount provided through prior FY 2015 RFAs	\$	<u>1,055,831.64</u>
Total Amount provided to date through FY 2015 RFAs	\$	1,171,262.61

**Karuk Tribe**

**U.S. Department of Transportation  
Federal Highway Administration**

By \_\_\_\_\_  
Russell A. Attebery  
Tribal Chairman

By \_\_\_\_\_  
Robert Arnold  
Acting Associate Administrator  
Office of Federal Lands Highway

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LOA: Fund (15X0G60050); Budget Year (0000); BPAC (114G60E500); Object Class Code (25304)**

\*Parties acknowledge that the funds shown in this RFA reflect the initial amounts made available in FY 2015 as a result of the passage of Public Law 114-21 which resulted in 304/365 of FY15 Program levels being made available.





1299 South Main Street #C136  
Yreka, CA 96097  
530-643-8138

[phone]

## B & A Asphalt Maintenance

# PROPOSAL

To: Karuk Tribe

B & A Asphalt Maintenance will rent to the Karuk Tribe the following equipment based on individual daily rates as listed;

- 1) 1986 international sealcoat truck for \$500.00 daily
- 2) 14K dump trailer for \$200.00 daily
- 3) Tack pot for \$175.00 daily
- 4) Dirt vibratory plate for \$30.00 daily

Total value of above listed equipment is \$40,000.00

B & A Asphalt Maintenance is licensed bonded and insured in the state of California. B & A Asphalt Maintenance will assume liability for property damage in case of an accident in regards to the equipment use/rental.

Bucky Lentz

CA Lic. #1001232



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## REQUEST FOR CONTRACT/MOU/AGREEMENT

Check One:

- Contract  
 MOU  
 Agreement  
 Amendment #1

Karuk Tribe Number Assigned: Amend #1 15-A-067

Funder/Agency Assigned: \_\_\_\_\_  
Prior Amendment: \_\_\_\_\_

REQUIRED → \*Procurement Attached  \*Budget Attached   
\*System for Award Management (SAM) (CONTRACTS ONLY)

Requestor:

Sandi Tripp

Date: June 10, 2015

Department/Program:

Department of Transportation

Name of Contractor or Parties:

B & A Asphalt Maintenance

Effective Dates (From/To):

last signature

one year from date of last signature

Amount of Original:

Amount of Modification:

Total Amount:

\$0

Funding Source:

2231-03-7801.20

Special Conditions/Terms:

COUNCIL NEEDS TO BE AWARE OF POTENTIAL CONFLICT OF INTEREST.

Brief Description of Purpose:

Equipment Rental Agreement

\*\* REQUIRED SIGNATURES \*\*

Sandi Tripp

6-10-15  
Date

Laura Mayton LtM

6-19-15 7-7-15  
Date

\*\*Chief Financial Officer

\*\*Director, Administrative Programs & Compliance

July 7/15

6-19-15  
Date

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

Date

## EQUIPMENT RENTAL AGREEMENT

This Equipment Rental Agreement (“Agreement”) is effective as of the date of last signature (“Effective Date”), and is made between **B&A Asphalt Maintenance**, (hereinafter referred to as “Owner”) and the **Karuk Tribe** (hereinafter referred to as “Renter”). Owner and Renter are hereinafter collectively referred to as “Parties”.

Owner agrees to rent to Renter and Renter agrees to rent from Owner, subject to the terms and conditions of this Agreement the following (“Equipment”):

- **8500 International Seal Coat Truck**
- **40K Dump Trailer**
- **Tack Pot**
- **Dirt Compactor**

**1. Term:** This Agreement shall commence on the Effective Date and remain in full force and effect until Equipment is returned to Owner permanently. Renter shall utilize the Equipment on an on-call basis for the period of one calendar year as of the Effective Date, unless terminated earlier consistent with the terms herein.

**2. Payment:** Renter shall pay the following:

\$500.00 per day for **8500 International Seal Coat Truck**

\$200.00 per day for **40K Dump Trailer**

\$175.00 per day for **Tack Pot**

\$30.00 per day for **Dirt Compactor**

Renter shall also pay other charges in accordance with this Agreement due upon return of Equipment, including but not limited to:

- a) charges for optional services, if any (which must be expressly agreed upon by the parties prior to services);
- b) actual damages, including loss of, or damage or repair to the Equipment due to Renter’s actions or negligence, loss of use, diminution of the Equipment’s value caused by Renter’s damage or repair to it, and costs to enforce such charges including court costs;



c) unless due to the fault of Owner, all fines, penalties, court costs and other actual damages relating to the Equipment assessed against Owner or the Equipment during the rental Term caused by Renter's actions or negligence;

**3. Care of Equipment:** Equipment shall only be used in a careful and proper manner and shall not be used in any way that is inconsistent with Owner's instructions or manuals.

**4. Repair and Alterations:** The costs of all general repairs and maintenance made during the Term shall be paid by Owner, including but not limited to labor, material, parts and other items. Equipment shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior consent.

**5. Insurance:** Renter must carry insurance equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Owner.

**6. Restrictions on Use:** Renter shall not:

- a) Permit the Equipment to be used by any person who is not authorized to use such Equipment;
- b) Operate or use the Equipment or permit it to be operated or used in violation of applicable law;
- c) Operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
- d) Operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

**7. Loss or Damage:** Renter shall alert Owner to any damage to the Equipment. Renter shall be responsible for any loss or damage to Equipment and loss of use, diminution of the Equipment's value caused by damage to it or repairs to it and missing equipment caused by Renter's actions or negligence.

**8. Condition of Equipment:** The Condition of Equipment Checklist ("Checklist") attached is hereby incorporate by reference. Renter acknowledges that Renter has examined the Equipment and that it is in good condition except as otherwise specified in the Checklist.

**9. Return of Equipment:** Renter shall return Equipment on the date specified in Section 1 in the same condition as Renter received it, except for normal wear and tear.

**10. Termination:** This Agreement shall terminate on the date specified in Section 1. Owner reserves the right to terminate this Agreement earlier upon thirty (30) day notice to Renter.

**11. Waiver:** No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent

breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.

**12. Severability:** In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

**13. Entire Agreement:** This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

**14. Assignment:** Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

Renter acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

**B&A Asphalt Maintenance**

**Karuk Tribe**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Revisions

## EQUIPMENT RENTAL AGREEMENT

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- b) actual damages, including loss of, or damage or repair to the Equipment due to Renter’s actions or negligence, loss of use, diminution of the Equipment’s value caused by Renter’s damage to it or repair to it, and costs to enforce such charges including court costs-administrative fees for processing the claim and legal expenses;



c) unless due to the fault of Owner, all fines, penalties, court costs and other actual damages expenses relating to the Equipment assessed against Owner or the Equipment during the rental Term caused by Renter's actions or negligence;

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b) Operate or use the Equipment or permit it to be operated or used in violation of applicable law;

c) Operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or

d) Operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

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**B&A Asphalt Maintenance**

**Karuk Tribe**

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date



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## REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One:  Contract Karuk Tribe Number Assigned: 14-C-025  
 MOU  
 Agreement Funder/Agency Assigned: [REDACTED]  
 Amendment # 2 Prior Amendment: Yes

REQUIRED → \*Procurement Attached  \*Budget Attached   
\*System for Award Management (SAM) (CONTRACTS ONLY)

Requestor: Sandi Tripp Date: July 1, 2015

Department/Program: Department of Transportation

Name of Contractor or Parties: GHD, Inc.

Effective Dates (From/To): December 19, 2013 December 19, 2015

Amount of Original: \$40,000  
Amount of Modification: \$30,000  
Total Amount: \$70,000

Funding Source: 2231-03-7600.13

Special Conditions/Terms:  
[REDACTED]

Brief Description of Purpose:

Additional funds to existing contract for general engineering services.

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

*Sandi Tripp*

7/1/15  
Date

\*\*Chief Financial Officer

7-8-15  
Date

\*\*Director, Administrative Programs & Compliance

7-8-15  
Date

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

Date

Date

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**Karuk Community Health Clinic**

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

# Karuk Tribe

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**Karuk Dental Clinic**

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Fax: (530) 493-5364

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## Modification #2

### Original Contract 14-C-025

Between the Karuk Tribe and GHD, Inc.

This Modification shall increase the dollar amount for Contract #14-C-025 between Karuk Tribe and GHD, Inc. in the amount of Thirty thousand dollars and zero cents (\$30,000.00).

Original Contract Amount:	\$40,000.00
Funds Added in Modification #2:	\$30,000.00
Total Amount of Contract:	\$70,000.00

All other provisions of the original contract and Modification #1 shall remain in effect without change.

**CONTRACTOR**

GHD, Inc.

**KARUK TRIBE**

Russell Attebery, Chairman

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## Vacancy Announcement

**Title:** Seasonal Roads Maintenance Worker

**Reports To:** Lead Roads Maintenance Worker

**Location:** Orleans, Happy Camp, and Yreka  
\$15.00 to \$18.00 per hour, depending on experience

**Summary:** Shall be responsible for assisting in the maintenance of all Karuk Tribal roads and associated facilities. The Roads Maintenance Worker must be capable of working alone or with other staff members, following written and/or verbal instructions and be in good physical condition. The Roads Maintenance Worker must have a working knowledge of road construction and maintenance techniques, as well as industry machinery and tools.

**Classification:** Full Time, Entry- Level, Seasonal, Non-Exempt

### **Application Deadline: Thursday, August 6, 2015.**

Applications are available at all Tribal Offices or on the Internet at [www.karuk.us](http://www.karuk.us). The Karuk Tribe's TERO Preference and Drug and Alcohol Policy apply. If selected, applicants must Successfully pass a drug screening and be willing to submit to a criminal background check.

Job Descriptions are available online at: [www.karuk.us](http://www.karuk.us) or by contacting the Human Resources Department at: Telephone: (530) 493-1600 ext. 2010, Fax: (530) 493-5322, or Email at [mspence@karuk.us](mailto:mspence@karuk.us) or [dbernal@karuk.us](mailto:dbernal@karuk.us)

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## POSITION DESCRIPTION

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**Reports To:** Lead Roads Maintenance Worker  
**Location:** Orleans, Happy Camp, and Yreka  
**Salary:** \$15.00 to \$18.00 per hour, depending on experience

**Summary:** Shall be responsible for assisting in the maintenance of all Karuk Tribal roads and associated facilities. The Roads Maintenance Worker must be capable of working alone or with other staff members, following written and/or verbal instructions and be in good physical condition. The Roads Maintenance Worker must have a working knowledge of road construction and maintenance techniques, as well as industry machinery and tools.

**Classification:** Full Time, Entry- Level Seasonal, Non Exempt

### Responsibilities:

1. Must understand and adhere to Karuk Tribal Roads Program policies, as adopted from the FHWA Tribal Transportation Program (TTP)
2. Shall be responsible for the safe use and operation of all program tools, vehicles and equipment.
3. Shall be able to understand and implement basic project needs and goals.
4. Shall be responsible for good working environment and communications with supervisor, coworkers, other staff, and general public.
5. Shall maintain daily logs as required
6. Other job related duties as assigned.

### Desired Qualifications:

1. Current flagger certification for maintenance and construction zones.
2. Certification or special training as a Tribal Cultural Monitor.
3. Skills in road construction and/or maintenance techniques.

4. Working knowledge of industry machinery and tools

**Requirements:**

1. Must be in good physical condition; able to climb steep slopes and lift items weighing up to 90 pounds without restriction.
2. Must have ability to work effectively with Native American people in culturally diverse environments.
3. Must be punctual, have ability to manage time well and work under stressful conditions with an even temperament.
4. Must have ability to establish and maintain harmonious working relationships with other employees and the public.
5. Must have ability to understand and follow oral and written instructions.
6. Must possess a valid California Driver's License, good driving record, and reliable transportation.
7. Must adhere to the Karuk Tribe Personnel Policy Manual.
8. Must exercise confidentiality.
9. Must be able to travel and work throughout the Tribe's service area.
10. Must be available to attend periodic trainings which may require overnight travel.
11. Must successfully pass a pre-employment drug screening test and be willing to submit to a criminal background check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal preference will be observed in hiring.

**Council Approved:** \_\_\_\_\_

**Chairman's Signature:** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_



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## Vacancy Announcement

**Title:** ~~On-Call~~ **Seasonal Roads Maintenance Worker**

**Reports To:** Lead Roads Maintenance Worker

**Location:** Orleans, Happy Camp, and Yreka

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**Application Deadline:** ~~Friday May 11, 2015~~ **Thursday, August 6, 2015.**

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3. Skills in road construction and/or maintenance techniques.



4. Working knowledge of industry machinery and tools

**Requirements:**

Must have skills in road construction and/or maintenance techniques.

Must have a working knowledge of industry machinery and tools.

1. Must be in good physical condition; able to climb steep slopes and lift items weighing up to 90 pounds without restriction.
2. Must have ability to work effectively with Native American people in culturally diverse environments.
3. Must be punctual, have ability to manage time well and work under stressful conditions with an even temperament.
4. Must have ability to establish and maintain harmonious working relationships with other employees and the public.
5. Must have ability to understand and follow oral and written instructions.
6. Must possess a valid California Driver's License, good driving record, and reliable transportation.
7. Must adhere to the Karuk Tribe Personnel Policy Manual.
8. Must exercise confidentiality.
9. Must be able to travel and work throughout the Tribe's service area.
10. Must be available to attend periodic trainings which may require overnight travel.
11. Must successfully pass a pre-employment drug screening test and be willing to submit to a criminal background check.

**Tribal Preference Policy:** In accordance with the TERO Ordinance 93-0-01, Tribal preference will be observed in hiring.

**Council Approved:** ~~September 3, 2009~~

**Chairman's Signature:** \_\_\_\_\_

**Employee's Signature:** \_\_\_\_\_

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**Department of Natural Resources**

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

# Karuk Tribe

**Administrative Office**

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**Orleans Medical Clinic**

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

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**DEPARTMENT OF NATURAL RESOURCES  
TRIBAL COUNCIL REPORT  
July 2015**

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

WATER QUALITY COORDINATOR/ Susan Corum

Travel

FISHERIES PROGRAM/Toz Soto

The Fisheries Program is currently doing summer field projects that include; Pacific Lamprey Study, Out-Migrant Trapping, PIT tagging, Stream Discharge Measurements, Fish Kill Monitoring, Spring Chinook/Summer Steelhead Counts and Fish Disease Monitoring.

Fish health conditions for out-migrant Chinook salmon were very poor. Nearly all juvenile chinook sampled in June were infected with C-shasta. Many showed clinical signs of disease with pale gills and distended bellies. The Fisheries Program is collaborating closely with the US Fish and Wildlife Service's Fish Health Lab. Technician are working in the field to collect samples to be tested for disease. Biologists have been monitoring the recent mud and debris flows that occurred within the burned areas. The river is muddy beginning at Beaver Creek all the way to the Pacific Ocean. Debris flows occurred in Walker Creek and Grider Creek. Large amounts of mud and rock have filled the Grider Creek channel beginning a short distance above Grider Creek campground where a large debris flow came out of No Name Creek. Beaver Creek had major mud flows out of Fish Gulch Creek and is still running very muddy water into the Klamath. Fisheries impacts were severe in the direct path of debris flows in Grider, Beaver and Walker Creek. We are currently investigating if any fish survived in the areas impacted. Aside from the Klamath River being muddy, we are not sure what the impacts to fish are from these events. Based on the scale and timing of these events it could mean the river will remain muddy for a long period of time. This could affect feeding behavior of juvenile fish that depend on sight to locate their food. If the river remains muddy it could affect fall chinook spawning success. With the river a record low levels the timing of the debris flows could not be any worse. Long term, winter rains should mobilize the sediment out of the river system.

The muddy conditions have caused delays with many of the Spring Chinook and summer steelhead snorkel counts. The annual Salmon River dive was canceled earlier this month because of poor visibility.

For more information regarding the Fisheries Program, please contact Toz Soto at 627-3116 or [tsoto@karuk.us](mailto:tsoto@karuk.us).

## NATURAL RESOURCES POLICY ADVOCATE/ Craig Tucker

### Updates

- Suction Dredge legislation
- West-Side Salvage Sale
- Scott Valley Re-Adjudication
- Letter to DFW Director – “what’s your plan?”
- KBRA

### NO ACTION ITEMS

#### Suction Dredge legislation and litigation

With the help of our newly hired lobbyists at Gonzalez, Quintana, and Hunter, our state legislation that would require a Clean Water Act permit for any and all motorized small scale gold mining has cleared the State Senate. Note that the permit would be issued (or not) by the State Water Board. Although the Clean Water Act is a federal law, it is implemented by the state water board. The Clean Water Act is unique in this way. The idea here is this: The miners are arguing in court that the federal 1872 Mining Act trumps state laws such as the ones we are currently relying on to regulate mining. Since the Clean Water Act is a federal law, we think we effectively rob them of this legal argument. Furthermore, we think that because mining increases methyl mercury and sediment pollution, miners will face stiff regulations from the water boards.

On July 14, we passed the Assembly Water, Parks, and Wildlife Committee. In coming weeks we have our last subcommittee hurdle, the Assembly Finance Committee. After that it’s off to a floor vote of the Assembly at which point the Governor can sign or veto.

In regards to the ongoing litigation, our judge in the case published an opinion that effectively agrees with the miners’ argument that the current California moratorium is pre-empted by the 1872 Mining Act. This has led the New 49ers’ to declare that the suction dredge moratorium is over; however, that is not the case.

It is the miners’ opinion that based on an appellate decision and the ruling by Judge Ochoa in San Bernardino that the moratorium and 2012 regulations have been found to be unconstitutional. However, the appellate decision was taken up by the California Supreme Court (making the appellate opinion obsolete) and Judge Ochoa has not yet issued an order with his ruling instructing the parties what they should do – but he did

state to all the parties that it was his intention that the status quo should be maintained (no permits). So, the moratorium is still law. The CA Fish and Wildlife Departments' website expresses clearly that suction dredge mining is still not legal and the moratorium will continue to be enforced. We have reported numerous observations of illegal mining resulting in citations and confiscations of equipment.

Note that in early July, the court heard a motion by the miners requesting that the judge issue a restraining order against the Department of Fish and Wildlife based on the pre-emption argument followed by a second motion asking to throw out the law because it was passed without 'due process.' The Judge rejected both motions.

### West Side Salvage Sale

As of this writing, USFS still has not provided the Regional Water Board a final plan to review. The next opportunity for the Water Board to consider a plan for permitting is August 12. Additionally, USFWS has not received a final plan to review for compliance with ESA as it relates to Spotted Owls.

Our attorneys are finalizing a complaint and I am working to develop a public relations protocol with conservation groups that are party to the suit.

Supervisor Grantham could issue a final order before all permits are in place but could not initiate the project until then. It is unclear how she will handle the conundrum she has worked herself into, but we want to be prepared to file suit as soon as she issues her final decision.

### Scott Valley Re-Adjudication

As some of you may recall, over the past 2-3 years we have exchanged a series of letters with the California State Water Resources Control Board (Water Board) and USFS regarding the nature of the USFS water right that was adjudicated by the 1980 Scott River Consent Decree. In short, the Decree describes a significant water right for in-stream flows which varies by month that is held by USFS on behalf of the public interest. However; increasingly, this water right is not met due to the fact that most of the groundwater extraction in the Scott Valley is not regulated by the Decree (or anything else).

After several letters (and many meetings) raising the issue, the Water Board did act to curtail junior water rights holders. But even more interestingly, suggested we petition the Water Board to re-evaluate the Consent Decree in light of the landmark Mono Lake Public Trust decision that happened a few months after the Consent Decree was written. Basically, it means the USFS right could be placed in higher priority or it could trigger re-adjudication considering the data we have developed in our Scott Valley Groundwater Report.

On July 14, Councilman Saxon and I met with the Executive Officer of the Water Board and a senior attorney. The problem with re-adjudication is that it is governed by Siskiyou Superior Court. However; the Water Board is of the opinion that if it has developed a 'Water Quality Control Plan' for the Scott based on a scientifically defensible flow study, it would be difficult to for the local court to rewrite as part of an adjudication.

Already the Department of Fish and Wildlife is undertaking a study. Our Scott River EDT modeling is informing that study as the Department's consultant is requesting the help of our consultant (which we are more than happy to provide!).

I am working the Department's Tribal Liason to set up meeting with the Department to ask about the timeline associated with this study among other things.

WATERSHED RESTORATION PROGRAM/ Earl Crosby  
Vacation

FOOD SECURITY PROGRAM COORDINATOR /Lisa Hillman

Please note information/activities are for the period of: 05/21/15 through 07/16/15.

Action Item: Request approval of Contract # 15-C-XX in the amount of \$9,900 to Cultural Practitioner Kathleen Barger-McCovey for 330 hours of work with the Food Security Project, leading and educating crew members and volunteers in cultural plant species identification, traditional harvest and processing methods, and assisting with documentation of cultural management areas and species.

Action Items that will be presented at the DNR/Council Special Meeting on August 5, 2015:

Request for consensus to move forward with a Letter of Inquiry to the Indian Land Tenure Foundation for a possible Land Recovery Efforts grant proposal in the amount of \$100,000.

Request for approval of one new lesson, and two lessons in which worksheets were added and changes were made for the Third Grade Curriculum for the K-12 Nanu'ávaha Curricula.

++++  
++++

Background information to Action Item for the Tribal Council Meeting on 7.23.15:  
Contract # 15-C-XX – Kathy Barger-McCovey has an education, resume and background in both western science and traditional ecological knowledge that is matchless in all of Karuk Country. After her retirement with the US Forest Service, she responded to the Request for Qualifications posted on the tribal website with an application with the Karuk Tribe for Cultural Practitioner.

The Karuk Food Security staff has a dire need for the unique combination of skills and knowledge that Ms. Barger-McCovey can convey. We are also very keen to have her teach the Tribal Youth that participate in our events and activities, so that they can learn

the skills and knowledge our project – and our tribal community – needs and desires. Her knowledge of and work in the field of ethnobotany, basket making and material collection, and understanding of Karuk material culture make her an obvious choice for contracting with her to work with our staff on a long-term basis. A draft is included in this report, as it has not been through our Administrative process.

Background information to Action Items for the DNR/Tribal Council Special Meeting on 8.05.15:

Request for consensus – Letter of Inquiry to the Indian Land Tenure Foundation for a possible Land Recovery Efforts grant proposal in the amount of \$100,000: The Indian Land Tenure Foundation provides funding to Indian nations to support various aspects of land recovery with a focus on reacquiring alienated federal lands. The Foundation operates on the assumption that returning lands to Indian ownership and control is important to ensure that Indian people have, at minimum, access to the financial and natural resources within their own reservations.

The Food Security Project Coordinator will be working with the Deputy Director of Eco-Cultural Revitalization to submit a Letter of Inquiry, upon Council's consensus, that will give a brief description of a proposed project of funding a Feasibility Study for a comprehensive DNR facilities construction to consolidate programs and provide opportunities for expansion. The feasibility study would be specifically intended to outline the benefits to the community. This would inform eligibility for a future ICDBG grant and/or for a future ANA SEEDS grant, and moreover would support components that would gain high scores in their review. In speaking with successful grant writers for these funding institutions, we have learned that having a recent Feasibility Study completed is the only way construction at DNR would get funded or even considered for ICDBG.

An ANA SEEDS grant proposal would focus on funding training/workforce development related to the DNR goal of developing a Field Institute, both for fire-related training and research as well as for academic research and vocational training in other divisions of the DNR Department, e.g. Water Quality, Fisheries, and Food Security.

A draft of this letter will be sent to Council one week prior to the DNR/Council Special Meeting.

Request for approval - Third Grade lessons for the K-12 Nanu'ávaha Curricula. One new lesson, and two lessons in which worksheets were added and changes were made for the Third Grade Curriculum for the K-12 Nanu'ávaha Curricula. These lessons will be presented to the KRAB prior to the DNR/Council Meeting, and the decision of the KRAB for recommendation for approval will be transmitted to the Council.

Hard copies of these lessons will be sent via inter-office mail to your boxes at the Administration Office by July 23, 2015.

Accomplishments and upcoming dates:

K-12 Curriculum – The lessons, supplemental materials, flashcards, etc. for K-2 grades have been delivered to the Happy Camp Elementary School to meet the deadlines of their



grant deliverables. The Food Security Project Coordinator will be presenting the K-3 grade curricula to the Junction Elementary School Board at their meeting in August to present the final documents and request their purchase of the materials.

We have also been working with contractor Monique Sonoquie to develop five additional lessons on health and the diet-related diseases afflicting modern tribal communities, funded by our Farm-to-School Grant. These will be completed the end of September and will be presented for approval by Tribal Council at our October DNR/Council Special Meeting, as they will complement the K-3 grade lessons.

Sípnuuk Digital Library, Archives and Museum – We have had to revise the dates for the digital training funded through the TANF office for August 2-5, 2015. I will be working with TANF office staff, Kristen McCovey, to coordinate housing and transportation logistics for potential participants from the Yreka and Happy Camp Service Areas. For our IMLS Tribal Stewardship Cohort scholarships and collaborative project with Washington State University, we hosted a core training team on June 22-23 and our Tribal Scholars, Angela McLaughlin and Bari Talley, will be attending on-site training in Pullman, WA this week. This is a terrific opportunity for our Tribe, as it will support work-force training for our tribal communities up and down the river.

Community gardens – The Food Security Project’s staff presence in Happy Camp at our various locations for our Sierra Grant Foundation funded Urípih’úhthaam Project have been met with great enthusiasm from our Happy Camp community.

Herbarium Objective: Ben Saxon and Megan Mucioki have continued their collecting activities and have been able to add a large number of Native plants to the collection. We are looking forward to Professor Dr. Tom Carlson’s visit here shortly, and hope to collaborate with him on another workshop on the herbarium. Ben and Megan conducted a workshop last month for our young at the Ishkêesh’túnviiv After-School Program, with assistance from Orleans Elementary After-School Project Coordinator Jeff Morehead.

Food Assessment – we have finished the focus groups in all three Karuk Service Areas. Unfortunately, we did not receive the participation of many Youth in the Happy Camp and Yreka areas, and are hoping to receive more surveys with greater outreach. This seems to be a difficult feat.

Summer Field Institute/Experiential education pilot. We are continuing efforts to realize this idea and to work on finding funding for our needs for location and facilities. We are working on many different levels to achieve this goal and would like to integrate the work we currently do with a large number of research students, with the pilot project this summer with Humboldt State University, and through our connections to the University of Oregon. The goal of this educational program is to train next generation of tribal leaders and their allies in the theory and practice of Tribal eco-cultural revitalization, food security and cultural resource management. The summer field institute will provide hands-on practical training in a variety of topics associated with cultural land management, food security, Tribal values, and healthy foods. Participants will learn from both western and traditional ecological knowledge science traditions, and from each other, to deepen their understanding of the intimate relationship between cultural, biological and physical health

Youth Camps and Workshops – we have moved the date for the Summer Youth Camp to August 21-22 to accommodate for the leave I had to take from our project due to a family

medical emergency. The upcoming workshop for the Native Plants summer workshop will proceed as planned on July 22. In addition, we are working on a collaborative workshop with MKWC set for July 23.

Food Crews: This has been a month of intense training with Megan Mucioki, Colleen Rossier, Angela McLaughlin, Jill Beckman, and the Arch Techs Annalies Tripp and Vikki Preston. New site forms and protocols for cultural species identification have been developed and modified, and uploaded to our iPads. We are all very happy and excited with the progress made, and feel confident that we will be able to get this objective to the level we need for this current and future projects.

Yôotva for your continuing support of the Food Security Project.

### ADMINISTRATIVE OPERATIONS MANAGER /Donalene (Sissie) Griffith

It has been busy, it is getting more organized and I'm able to get on a regular schedule with getting the EE&A's out to the coordinators for their review and make any necessary changes to their fund codes, this is a time consuming task, but it is finally happening. The current work load with budgets and contracts has limited my time on cleaning up the past fiscal year files, that's still a working process.

#### Daily Tasks:

Continue to work daily on processing invoices for payment.

I continue to work with the DNR Coordinators on the budgets/fund codes.

Do up Budget Modifications as needed for Watershed, Water Quality, and Fisheries.

Budget preparation for the coordinators

Budget preparation for submitting proposals for funding projects

Tracking budget line items

Tracking In-Kind Match for grants.

#### Contracts working on:

##### Food Security Contracts:

Isha Goodwin – Summer Food Program – TANF Funded

Franklin Thom – Cultural Practitioner – 2 day workshop in Yreka

Robyn Reed – Food Prep for 2 day workshop in Yreka

Kathleen Barger-McCovey – Cultural Practitioner

#### FAC:

Worked on finalizing the final financial report for this grant, this grant closed on June 30, 2015 and all reporting has been completed.

#### Fire Documents:

Still working on the GSA Supply order, not able to process the GSA order that was approved by council, Jaclyn is having to go back in an register differently with GSA to be able to order online.

WKRP:

Working with MKWC on funding for the fall TREX burn.

Working on getting approval at the DNR Special meeting to add additional funds to WKRP Grant that was approved by the USFS

FISHERIES Contracts:

Working on a modification for SRRC contract 11-C-056 for an extension of time. Will present at the DNR Special meeting.

THPO/ARCHAEOLOGIST/Alex Watts-Tobin

The THPO has been monitoring the situation in the THPO grant: there is extra money in the Travel portion of the grant, which will go towards attendance at the national THPO conference in New Mexico in August. There is money in supplies, which has gone towards a number of field supply items, including field iPad, along the lines of the ones provided for the Food Crews. I have been working in conjunction with the GIS department to provide forms that can be filled in electronically in the field. There is also a substantial amount of wages. It is important to recognize that this grant needs to be spent down this year, or we may not get so generous a grant in future. Spending this grant down takes pressure off other sources of funding such as WKRP. Moreover, together with a more systematic notation of my time, this manner of reporting better reflects the amount I have spent on THPO duties rather than WKRP duties.

. It is important to recognize that the WKRP effort is a grant-funded project to gather data in the field that will in future be kept as confidential THPO data. This element of the role has become more clearly defined in the move to define procedures and protocols for the survey project during the summer. The survey protocols have been drafted, and need further work. They will be informed by ongoing survey work, and will be approved at an upcoming KRAB meeting.

- Analisa Tripp and Vikki Preston have been working side by side with the Forest Service. Their input has been crucial in.
- Consultations with Klamath National Forest on the Westside Fire Recovery project have been progressing towards a very favorable result for the Tribe. I have made connections with a staffer at the Advisory Council for Historic Preservation in Washington DC. This is the body that regulates Section 106 compliance. She came out to attend, in person, a 2-day meeting with the KNF forest Supervisor and other staff. She has personally typed up a Programmatic Agreement that ties KNF into providing funds for cultural resource investigations of the land within the APE of the Westside Fire

project. From our side, I have committed a day a year of training to KNF Archaeological staff for how to identify and record Tribal cultural resources.

- I am devoting my Friday work towards looking for grant funding. One great opportunity I am in the early stages of consulting about is from the MICA group, which apportions roughly \$10 million of Positive Train Control money. This could be used for a large partnership project aimed at management of the landscape. One major finding from the 2-day sessions with KNF is that we do not have the capacity to achieve our cultural goals, which include ultimately declaring the entirety of Karuk Aboriginal Territory as a Traditional Cultural Property. Large partnership grants such as this will create the capacity to start that project.
- I have taken a prominent role in the strategic planning efforts for DNR. We have identified that the growth needs for the THPO include the addition of several staff at the coordinator level: a Tribal Historian, an Archaeologist, a Compliance Coordinator, an Anthropologist, and to provide training and supervision within the program for Cultural Resources Techs and Cultural Monitors I am in the process of working up job descriptions for those positions, and have been in contact with fellow THPOs about their program structure.
- I have a red card, will pick up PPD tomorrow, and as such will be certified and equipped to work on fires as Resource Adviser.

## DEPUTY DIRECTOR OF ECO-CULTURAL REVITALIZATION/Bill Tripp

### Fire Adapted Communities Pilot/Fire Learning Network Projects

The FAC report has been submitted and the financial report balanced to zero. All match has been tracked and reported and the draft continuation workplan submitted. I had projected that we would be getting the continuation award reviewed and approved at this meeting but I have yet to hear back from our project officer. I am hoping I hear back soon as I would prefer to get this all wrapped up by the next DNR Council Meeting.

### Prescribed Fire Training Exchange (TRES)

The training exchange planning is progressing, it looks to be in a growth spurt this year to have a base camp in Orleans, and spike camps in Happy Camp and Salmon River. I have great hopes that we can transition this project into a Regional or National Collaborative Type III Incident Management training center, which teaches prescribed fire, cultural burning, and managed fire for resource benefits. Funding is growing, but the fire program is still shorthanded. It appears information as to being funded for participation in TRES may have been incorrect, but we are pursuing a contract from MKWC to prepare and review burn plans, but the scope is broad enough to add funds to it through modification if our partners receive more grants that are currently pending. The initial contract will include funds for earlier hire of the AFMO/Fuels Planner that was funded as part of the recent Reserved Treaty Rights Lands funds project that we have received notification of pending funding for. This contract and the new position description for



the Assistant Fire Management Officer (AFMO)/Fuels Planner along with request for 4-day emergency posting is in the packed for approval on July 23, 2015.

#### Food Securities Project

Food Security has been progressing nicely, discussions with Dr. Kari Norgaard indicate there may be some potential for helping progress development of our Field Institute Pilot objective. We have some great templates developed for the food crew condition assessments, the food crew and WKRP Cultural Information Integration Fellow is working with Food Security project staff to get cultural food and fiber resource assessments completed. DNR staff stepped up and did a great job getting us through our time without the presence of our project coordinator, she is back to work and progressing nicely. I have had a very hard time with my attendance on our monthly AFRI coordination call, but we have been well represented. I requested that we move the dates of this call in the future as it is consistently coming up as a third tier priority that I just can't get too on the currently selected day.

#### Western Klamath Restoration Project (WKRP)

The Western Klamath Restoration Project (WKRP) is growing fast. I received notification that the BIA and Forest Service have added \$500,000 to the interagency agreement. I am planning on moving forward with reviews and approval to accept the addition so we can begin modification of pass through contracts. We also got funded approximately \$300,000 for three positions for a year through the Reserved Treaty Rights Lands Fund that was submitted after the last Council meeting. The approvals have been moved on to Washington and should be added into our compact or come in via 638 contract at some point between now and the end of the fiscal year.

#### Two Chiefs Project

Our contractors are going above and beyond the call of duty in regard to implementation of this project. There is not a lot of response from landowners and NRCS is overloaded given their distance from most of the willing landowners. Our contractor in charge of the social implications assessment is delayed but assures me that it will be done by the deadline.

#### Wildland Fire Management Program

Crew is listed on dispatch. Our Unit Fire Management Officer position is Vacant. Looking to hire Assistant Fire Management Officer soon. Will need additional funds to fill the UFMO position.

#### Strategic Planning

We are reviewing the draft Strategic plan and have a meeting scheduled for the 27th to compile comments and submit to the contractor. Hoping this process will be complete by the end of September.

GIS SPECIALIST/DATA STEWARD/Jill Beckmann

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

Busy month at DNR and I've been offering any help to Sissy with the overflow this last week. In August, our EPA Project Officers for GAP and CWA 106 will be here for a site visit. It is always helpful for to work on our workplans with them.

I have been prepping for our RTOC Region 9 conference in Flagstaff the first week of August.

EPA PPG & GAP

Meeting the PPG Grant Program Objectives & GAP Grant Program Objectives

Preparing for 3rd Quarter Report

DNR Monthly meeting 7/1/15

Conference Call RTOC Charter July 8th

Review of Strategic Plan

EPA Webinar July 16th

Conference Call Tribal Science Council July 20th

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Fax: (530) 493-5270



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**REQUEST FOR RESOLUTION**

Check One:  Resolution

Karuk Tribe Number Assigned: 15-R-093

Prior Amendment:

Requestor: Bill Tripp Date: July 15, 2015

Department/Program: Department of Natural Resources- Wildland Fire management Program

8/1/15 thru 9/30/15.

Brief Description of Purpose:

To request a resolution to enter into a 60 day Cooperative Agreement NO. A15AC00089 with the Bureau of Indian Affairs, Pacific Region. .

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

\*\*Self-Governance Coordinator

Date

Other

Date

---

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**RESOLUTION OF THE  
KARUK TRIBE**

**Resolution No: 15-R-093**  
**Date Approved: July 23<sup>rd</sup>, 2015**

**RESOLUTION AUTHORIZING THE APPROVAL OF BIA COOPERATIVE AGREEMENT  
#A15AC00089 IN LIEU OF AN EXTENSION OF OUR CURRENT FIRE MANAGEMENT  
AGREEMENT FROM AUGUST 1<sup>ST</sup>, 2015 TO SEPTEMBER 30, 2015.**

**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 mission of the Karuk Department of Natural resources is to protect, promote, and preserve the cultural/natural resources and ecological processes upon which the Karuk People depend; and

**WHEREAS;** the Karuk Department of Natural Resources has worked for many years to develop a large number of local, regional, and national partnerships to strengthen our service areas' resilience to wildfire. This includes integration of Traditional Ecological Knowledge and implementation of Karuk traditional management practices; and

**WHEREAS;** the Karuk Department of Natural Resources is a leader in ongoing multi-organizational cooperation efforts to manage fire in a traditional and contemporary context within and adjacent to our Tribal homelands; and

**WHEREAS;** the Karuk Tribe supports the Karuk Department of Natural Resources Wildland Fire Management efforts in coordination with the BIA and others to plan, implement, monitor and adapt, cooperative programs and projects for resource protection, enhancement and cultural uses, and to limit duplication of effort and improve efficiencies in an all hands, all lands approach; and



**WHEREAS;** upon approval of our previous agreements it has been stated that the Karuk Tribe is not comfortable with accepting agreements formulated outside of consultation requirements that must occur prior to making decisions that may have tribal implications; and

**WHEREAS;** there are elements of the Karuk Tribes situation, and how we plan to use an effective combination of grants, agreements, contracts, and compacts and assume leadership roles in the implementation of federal programs that require a unique approach to our relationship development; and

**WHEREAS;** It is understood that the BIA intends to provide the Tribe an updated agreement at some point prior to September 30, 2015 pending solicitor review, which was not formulated in consultation with the Karuk Tribe;

**WHEREAS;** Tribal approval of these agreements without meaningful involvement in their development, and in consultation with the federal agencies involved early and often, including the ability to provide testimony in solicitor reviews, is considered by the Tribe as an approval in duress; and

**WHEREAS;** agreement #AG1400005 between the BIA and Forest Service does not tier to the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) or California Fire Assistance Agreement (CFAA) and is therefore not affected by the expiration of agreement #A15AC00089; and

**WHEREAS;** this extension of our current Cooperative Agreement will assist in maintaining the Tribe's current relationship with the BIA and other Agencies to provide response resources and other fire management services until the end of any assignment accepted on or before September 30, 2015; now

**THEREFORE BE IT RESOLVED;** that the Karuk Fire Management Program will not accept wildland fire response assignments after September 30, 2015 unless an appropriate agreement is in place; now

**THEREFORE BE IT FURTHER RESOLVED;** that resource orders received on or before September 30, 2015 will constitute a reimbursable activity covered by this agreement until such time Tribal Resources return to home unit;

**THEREFORE BE IT FINALLY RESOLVED;** that the Karuk Tribal Council authorizes the approval of BIA Cooperative Agreement #A15AC00089 in lieu of an extension of our current fire management agreement from August 1, 2015 to September 30, 2015.

#### **CERTIFICATION**

I, the Chairman, hereby certify the foregoing resolution 15-R-093 which was approved at a regularly scheduled council meeting on July 23rd, 2015, was duly adopted by a vote of \_\_\_\_ AYES, \_\_\_\_ NOES, \_\_\_\_ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which \_\_\_\_ voted.

\_\_\_\_\_  
Russell Attebery, Chairman

\_\_\_\_\_  
Date

**COOPERATIVE AGREEMENT NO. A15AC00089**

**BETWEEN THE BUREAU OF INDIAN AFFAIRS, PACIFIC REGION  
AND  
KARUK TRIBE  
FOR  
WILDLAND FIRE MANAGEMENT**

**INCLUDING BOTH RECURRING AND NON-RECURRING FUNDING INTRODUCTION**

This Cooperative Agreement, pursuant to the Federal Grant and Cooperative Agreement Act, (31 U.S.C. 6301-6308), is entered into between the Bureau of Indian Affairs, Pacific Regional Office, an executive agency of the U.S. Department of the Interior, hereinafter referred to as the (BIA), and the Karuk Tribe, an organized tribal government, hereinafter referred to as the "Tribe."

**RECITALS**

The BIA enters this Cooperative Agreement pursuant to the authority provided by 25 U.S.C.13; by Public Law 101-630, Title III-Indian Forest and Woodland Act of November 28, 1990 (42 U.S.C. 1856A); and 25 C.F.R. 163.28.

It is the mutual advantage of the BIA and the Tribe to coordinate efforts for the prevention, detection, and suppression of wildfires, pre-suppression activities, fuels management, and cooperative projects for resource protection to limit duplication and improve efficiency.

For the purposes of this agreement, an incident is defined as an occurrence or event, either man caused or natural phenomena that requires action by emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources (National Incident Management System - Incident Command System Handbook Glossary, August, 1983). Examples of such incidents include wildfire, tornados, floods, earthquakes, and hurricanes.

Wildland fire is any planned or unplanned fire occurring on trust wild lands. Wildland fire management involves all fire program activities related to national, regional and field programs except aviation activities which are described in the Indian Affairs Manual, Section 57, and includes activities occurring on trust lands under the jurisdiction of the BIA for which the BIA has wildland fire management responsibilities.

**PURPOSE**

This Cooperative Agreement is made to reimburse the costs for the wildland fire management program to the Tribe for suppression and management of wildfires on the reservation, and to facilitate the cooperative use of available qualified tribal employees in wildland fire, and other emergency incident management activities when requested by the BIA. These activities are for all federal trust lands upon which the BIA has jurisdictional responsibility and other federal, state, and private lands covered under BIA agreement with federal, state and local cooperators.

This Agreement does not transfer the primary fire suppression responsibility to the Tribe. The primary fire suppression responsibility will remain with the California Department of Forestry and Fire Protection (CAL FIRE) in state Direct Protection Areas and with the appropriate federal agencies within their Direct Protection Areas.

## **OBJECTIVES**

The objectives of this Cooperative Agreement are:

- A. To reimburse the costs of the wildland fire management program to the Tribe for Suppression and management of wildfires on the reservation, and make available qualified tribal employees to meet wildland fire and, other incident management needs on local, state and national levels;
- B. To reimburse the costs of fire suppression activities undertaken by the Tribe that are not covered by the fire preparedness funding provided by the BIA;
- C. To train and maintain qualified tribal employees for NIMS-ICS positions; and
- D. To implement procedures to reimburse the Tribe for the cost of providing wildland fire operational management (both suppression and fuels management), and other incident management services or support.

## **AGREEMENT**

### **IT IS HEREBY AGREED AS FOLLOWS:**

#### **I. MUTUAL COOPERATION**

- A. The Parties to this Agreement agree to conduct all wildland fire activities under this agreement in accordance with 90 Indian Affairs Manual (90 IAM, Wildland Fire Management) and the most current version of the BIA Wildland Fire and Aviation Operations Guide (Blue book).
- B. The Parties to this Agreement may jointly conduct cooperative activities under the conditions of this agreement to maintain or improve their fire management services and activities. These activities may involve, but are not limited to, prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, public affairs and other beneficial efforts.
- C. The BIA retains all inherently governmental functions as defined in the BIA A-76 inventory to include but not limited to:
  - 1. Approval of all NEPA compliance documents
  - 2. Approval of Wildland Fire Decision Support System (WFDSS)
  - 3. Delegation of Authority to Incident Management Teams
  - 4. Hiring and firing Federal employees including emergency firefighters (EFF) (AD's)

- D. Specific responsibilities , duties and activities to be contracted by the TRIBE (as specified under Recitals) will be documented, and mutually agreed to, in written proposals and incorporated as an appendix to this agreement as per mutual agreement (for example, the Annual Work Plan). Proposals will include an activity description, objectives, and role of each party, costs, and reporting requirements. The annual operating plan will be modified by mutual consent as the scope of activities increases or decreases as stated in the Blue Book.

## II. SPECIFIC OBLIGATIONS OF THE PARTIES

### A. BIA's Obligation - Federal Assistance to Tribe

The BIA shall furnish the Tribe with the following assistance to accomplish the functions outlined in the Cooperative Agreement and its appendices:

1. Serve as technical program contact to provide coordination, direction and implementation of the cooperative program.
2. Serve as technical advisor during fire suppression and pre-suppression activities to tribal employees, except during any emergency situation, when supervision is executed through the designated Incident Command System (ICS) chain of command.
3. Coordinate or make available wildland fire training to tribal employees sufficient for the tribe to fulfill its responsibilities on the reservation under this agreement. Additional wildland fire management qualifications to support the BUREAU's interagency incident management commitments are encouraged.
4. Furnish funding, equipment, and supplies, if available, for the Tribe to carry out wildland fire, and other incident management activities.

### B. Tribe's Obligation - Services to be provided by the Tribe

The Tribe shall furnish the BIA with the following assistance to accomplish the Cooperative Agreement:

1. Subject to the availability of tribal funding and staffing resources, qualified personnel , (including overhead) to assist and meet wildland fire, and other incident management needs as requested by the BIA or other cooperating federal or state agency, including but not limited to wildfire pre-suppression, wildfire suppression, wildfire rehabilitation work, and wildland fuels management activities.
2. Require that tribal employees performing activities under this agreement pass a standard federal firefighter physical examination (AKA Medical Standards), physical test, and meet the minimum training requirements for NIMS-ICS positions, as prescribed by the BIA and Wildland and Prescribed Fire Qualification Guide (PMS 310-1) or as prescribed in the California Incident Command Certification System (CICCS).



3. Provide supplies, equipment, facilities, and related services, if available; in order to assist and help meet incident needs.
4. Follow administrative procedures identified in the Interagency Fire Business Management Handbook.
5. The Tribe certifies that it will self-administer a motor vehicle operation policy that promotes the safe operation of motor vehicles while performing duties to implement the terms and conditions of this cooperative agreement. The Tribe's policy is either comparable, or superior, to current motor vehicle operation policy for the BIA issued by the Assistant Secretary -Indian Affairs.

C. Services Not Included in this Agreement

**The suppression of structural fires is not to be included as part of this agreement.**

**III. FISCAL MANAGEMENT RESPONSIBILITIES**

- A. The BIA shall reimburse the Tribe for direct wildland fire suppression expenditures incurred by the Tribe, in accordance with Federal procedures and guidelines. Activities that are subject to reimbursement under this agreement, including those listed in Section III A., B., C., D., and E., will be determined on a case-by-case basis in accordance federal procedures and guidelines and appropriation language. Guidance can be found in the BIA Wildland Fire and Aviation Program Management and Operations Guide - Chapter 7, Tribal Compacts/Contracts.
- B. The tribal cost of furnishing wildland fire and other incident management services provided for by this agreement will be reimbursed by the BIA. Matters of reimbursement will be handled by direct billing between the Tribe and the BIA. The BIA will act as the administrative agent for other cooperating federal agencies. When the Tribe responds to fire suppression actions on state of California or local Direct Protection Areas, the Tribe will submit reimbursement requests through the California Emergency Management Agency (CAL EMA) under the authority of the California Fire Assistance Agreement (CFAA). It will be necessary to contact CAL EMA and complete a salary survey and sign up equipment on an annual basis.
- C. The BIA will reimburse the Tribe for salary costs including regular pay, overtime pay, holiday, hazardous duty pay, and other rates as allowable under this agreement for tribal employees engaging in fire suppression work under this Cooperative Agreement.
- D. The BIA will reimburse the Tribe for authorized travel, tuition, registration costs, and per diem expenses of all such persons engaged in activities under this agreement.
- E. Reimbursement for supplies and expenses to the Tribe not covered under Section III, (A) (B) and (C) above will be on an actual cost basis or replacement in kind, as authorized by the Regional Director and approved by the Contracting Officer.

- F. Reimbursement for use of tribally-owned apparatus and vehicles, personnel rates and administrative rates will be in accordance to the Annual California Fire Assistance Agreement Rate Letter that is generated every year by the California Emergency Management Agency (CAL EMA).
- G. Reimbursement for use of tribal-owned equipment will be documented through an Emergency Equipment Rental Agreement (EERA) OF-294, and accompanying documents such as Emergency Equipment Shift Tickets (EEST) OF-297 and Emergency Equipment Fuel and Oil Issue (EEFOI) OR-304. Rental agreements between the Tribe and other cooperating agencies should be established before fire season to save time.
- H. In accordance with applicable law, the United States maintains the responsibility and liability for the health and safety of all Emergency Fire Fighters whenever under direct federal supervision while performing actual suppression activities.
- I. It is mutually agreed that each party to this agreement will be solely responsible for the acts and omissions of its officers and employees resulting in damage or injuries to third parties to the same extent that such party is responsible under its applicable laws and regulations.
- J. Advance Payment: The Tribe shall be entitled to advance payments through FFS/EFT payment system as set forth in the B.I.A. Financial system. At the discretion of the Contracting Officer the number of Tribes that take advantage of this option will be limited, as most Tribes do not incur significant reimbursable costs on regular bases.
- K. The Tribe may acquire GSA supplies and lease GSA vehicles under this Agreement.
- L. The Tribe will maintain documentation for all suppression expenditures, including but not limited to wages, benefits, training and travel cost, vehicle and equipment cost, and purchases. This documentation will be made available to BIA when requested.

#### **IV. SPECIAL TERMS AND CONDITIONS**

- A. This Cooperative Agreement is subject to funding being available from appropriations, or from emergency fire suppression funds authorized by law subject to regulations. Until funds are made available to fund the program during the Cooperative Agreement term, this Agreement will be unenforceable. Any government obligation under this cooperative Agreement is subject to the availability of appropriation and no legal liability on the part of the government for any payment may arise until funds are made available to the Regional Contracting Officer for this Agreement, and until Recipient receives notice of such availability, to be confirmed in writing to the Recipient by the Regional Contracting Officer.
- B. The Tribe's Policies and Procedures and Employee Job Classifications will be applicable to the tribal operations and responsibilities under this Agreement.
- C. Tribal resources or services can only be utilized, and costs reimbursed, when ordered by the BIA or other cooperating federal and state agencies as provided in the agreement. Tribal resources will be ordered through the Natural Resources Division Manager, or designated representative.

D. This Cooperative Agreement may be terminated as provided in attached OMB Circular A-102 or by either party with or without cause upon 30 days written notice to the other party. Any termination here under shall not affect any obligations of the BIA for costs incurred by the Tribe for supplies or services ordered hereunder prior to such termination. The OMB Circular A-102 will be an attachment of this Cooperative Agreement.

This Agreement in no way obligates the BIA to order any quantities of service during the period of this Agreement. OMB Circular A-87, cost principles, A-102, Grants and Cooperative Agreements with State and Local Governments, and A-133 audits as codified in 43 CFR Part 12 are applicable to this Cooperative Agreement and will be attached.

This Agreement shall be effective from the date of the last party signs below and shall remain in effect through September 30, 2015. A review of this agreement will be conducted annually for appropriateness.

Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, prior to any changes being performed. No party is obligated to fund any changes not properly approved in advance.

Any party shall have the right to terminate their participation under this agreement in accordance with Section IV D.

**KARUK TRIBE**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Tribal Chairperson

**BUREAU OF INDIAN AFFAIRS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Pacific Regional Director

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Regional Contracting Officer

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**REQUEST FOR CONTRACT/ MOU/ AGREEMENT**

**Check One:**  **Contract** **Karuk Tribe Number Assigned:** 15-C-119  
 **MOU**  
 **Agreement** **Funder/Agency Assigned:** MKWC  
 **Amendment** **Prior Amendment:** 0

**REQUIRED** → \*Procurement Attached  \*Budget Attached   
\*System for Award Management (SAM) (CONTRACTS ONLY)   
\*KCDC/ KTHA Notification/ review required  Yes  No

**Requestor:** Bill Tripp **Date:** July 16, 2015

**Department/Program:** Department of Natural Resources

**Name of Contractor or Parties:** MKWC

**Effective Dates (From/To):** July 23, 2015 December 15, 2015

**Amount of Original:** \$13,000  
**Amount of Modification 7:** \$0  
**Total Amount:** \$13,000  
**Funding Source:**  
**Special Conditions/Terms:**

Karuk Tribe, will be entering into a contract with MKWC

**Brief Description of Purpose:**  
The Karuk Tribe (DNR) will be preparing and reviewing burn plans for the Klamath River TREX; Site visits and landowner outreach in preparation for the Klamath River TREX; Coordination with MKWC and other TREX partners in securing necessary permits for implementing the TREX; Participation in planning efforts for Klamath River TREX.

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

*Bill Tripp* 7/16/15  
**Requestor** **Date**

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

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

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

**Other** **Date**





**Contract for Professional Services**  
Between the  
**Mid Klamath Watershed Council**  
And  
**Karuk Tribe**



**Contract #15-MKWC-17**

**I. PURPOSE OF CONTRACT.**

The purpose of this contract is to facilitate cooperation among the parties identified below, and to clarify the specific obligations and roles of both parties.

The **Mid Klamath Watershed Council (MKWC)**, and **Karuk Tribe (Contractor)**, agree as follows:

**II. TERM OF AGREEMENT.**

The term of this agreement will commence on the date of acceptance of this Agreement by MKWC and the Contractor, beginning with the date on the final signature to this agreement, and ending on December 15, 2015.

**II. SPECIFIC OBLIGATIONS OF THE PARTIES.**

**A. The Contractor shall meet the following specified standards and protocol:**

**1) General Specifications:** Contractor will provide support for the Klamath River Prescribed Fire Training Exchange in the form of fulfillment of tasks listed in the Scope of Work below.

**2. Transportation**

The contractor will provide contractor crew transportation to and from the job sites.

**3. Scope of Work**

The contractor will complete identified tasks below through this service contract not to exceed \$13,000, inclusive of all overhead and indirect costs incurred by the contractor. Tasks include:

- Preparation and review of burn plans for the Klamath River TREX.
- Site visits and landowner outreach in preparation for the Klamath River TREX.
- Coordination with MKWC and other TREX partners in securing necessary permits for implementing the TREX.
- Participation in planning efforts for Klamath River TREX.

#### **4. Invoicing**

Contractor shall provide MKWC with a detailed invoice, including hours worked and employee pay rates, no more than monthly. The final invoice is due no later than December 31, 2015.

#### **B. The Mid Klamath Watershed Council shall:**

##### **1) Permits and Regulations**

Obtain all applicable Federal, State, and local permits for the project. Ensure that no project activities begin until notification has been received that all applicable Federal, State, and local regulations have been met and all necessary permits have been issued.

##### **2) Access and Permission**

Obtain permission from the Owner(s) or a designated agent before entering the project area. Make arrangements for access and scheduling with landowners of each project area.

##### **3) Information, Support, and Contract Inspection**

Provide maps, contacts, and instructions as needed for project areas. Provide feedback to contractor as work progresses, and ensure contract compliance. Act as a liaison between contractor, regulatory agencies, and landowners.

**4) Payment/Reimbursement:** Payments will be made to Contractor within 45 days of receipt of invoice.

**IV. Termination:** MKWC, at its sole discretion, may terminate this agreement or abandon any portion of the project for which services have not been performed by Contractor, upon seven (7) days written notice delivered to the contractor. In the event of such termination or abandonment, the Contractor will be paid for services rendered prior to said notice including reimbursable expenses already incurred.

**V. Modification:** Modifications of the contract, within the scope of the project, shall be made by mutual consent of the parties, by a written statement of modification, signed and dated by both parties.

**VI. Alternate Dispute Resolution:** In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

**VII. Principal Contacts:** The principal contacts for this agreement are:  
MKWC: Will Harling, PO Box 409, Orleans, CA 95556 (530) 627-3202  
Contractor: Bill Tripp, Karuk Tribe Department of Natural Resources, PO Box 282, Orleans, CA 95556. (530) 627-3446 x 5.

**VIII. Confidentiality:** Contractor will not disclose or use for the benefit of any third party any confidential information, knowledge, or data acquired by virtue of its relationship with MKWC without prior written approval.

- IX. Non-Assignability:** This agreement may not be assigned or transferred by either party without prior written approval of the other party.
- X. Complete Agreement:** This Agreement constitutes the entire agreement between the parties and no amendment or modification hereof shall be effective unless reduced to writing and signed by both parties.
- XI. Independent Contractor Status:** It is understood and agreed between the parties that MKWC shall not be required to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall MKWC have any liability for such withholding. It is understood that the Contractor is covered under their own liability and workers compensation insurance.
- XII. THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Contractor and the Mid Klamath Watershed Council.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (print)

*Will C.S. Harling*

\_\_\_\_\_  
July 23, 2015

\_\_\_\_\_  
MKWC Signature (representative)

\_\_\_\_\_  
Date

Will Harling

\_\_\_\_\_  
MKWC Name (print)

**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**

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

**Karuk Dental Clinic**

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

**REQUEST FOR CONTRACT/ MOU/ AGREEMENT**

<b>Check One:</b>	<input checked="" type="checkbox"/> <b>Contract</b>	<b>Karuk Tribe Number Assigned:</b>	
	<input type="checkbox"/> <b>MOU</b>	<b>Funder/Agency Assigned:</b>	<b>USDA Food Security Project</b>
	<input type="checkbox"/> <b>Agreement</b>	<b>Prior Amendment:</b>	<b>0</b>
	<input type="checkbox"/> <b>Amendment</b>		

**REQUIRED** → \*Procurement Attached  \*Budget Attached   
 \*System for Award Management (SAM) (CONTRACTS ONLY)   
 \*KCDC/ KTHA Notification/ review required  Yes  No

**Requestor:** Lisa Hillman **Date:** July 16, 2015

**Department/Program:** Department of Natural Resources

**Name of Contractor or Parties:** Kathleen Barger-McCovey

**Effective Dates (From/To):** July 23, 2015 to May 29, 2016

**Amount of Original:** \$9,900  
**Total Amount:** \$9,900

**Funding Source:** 2062-00-7601.00

**Special Conditions/Terms:**  
Contractor applied to RFQ for Cultural Practitioners and is an expertise both in Archaeology and Cultural Traditional Ecological Knowledge.

**Brief Description of Purpose:**  
10 month contract for a qualified cultural practitioner to work with Food Security crews for a minimum of 330 hours over the contract period.

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

  
**Requestor** \_\_\_\_\_ **Date** 7/16/2015

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

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

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

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



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**Requestor:** Lisa Hillman **Date:** July 16, 2015

**Dept/Program:** Food Security **Funding Source:** 2062-00-7601.00

**Check One:**  Small Purchase (less than \$3,000)  Large Purchase (more than \$3,000)\*\*  
 Construction Contract  Other:   
 Independent Contractor Under \$3,000  
 Independent Contractor Over \$3,000\*\*

**\*\*Tribal Council approval is required for: all purchases exceeding \$3,000, all Agreements and all Contracts exceeding \$3,000.**

**Procurement** RFQ Sole Source  Three quotes  Sealed Bid  Competitive Proposal

COMPARATIVE SUMMARY (Minimum of Three Required)				
Company Name	Date	Price	Contact/Phone	Indian Y/N
Kathleen Barger- McCovey	7/16/2015	\$ 9,900.00	530-493-2319	yes

**Name of Selected Vendor:** \_\_\_\_\_

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

**Comments:** Contractor is highly trained, qualified and listed Karuk Cultural Practitioner.

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

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

 **Requestor** \_\_\_\_\_ **Date** \_\_\_\_\_

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

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

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

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

Emma Lee Perez  
Jaclyn Goodwin

RE: Sole Source Request for Qualified Cultural Practitioner Contract

Kathleen Barger-McCovey is a trained, educated, and well-known professional in western science- and traditional knowledge-based ethnobotany, anthropology and archaeology, with over 24-years' experience working as an archaeologist for the US Forest Service, prefaced by 6 years working as silviculturalist (forest management).

Ms. Barger-McCovey has an Associate degree in Arts in Forestry and a Bachelor of Science in Anthropology/Archaeology. She attended Humboldt State University and took advanced classes to meet the X-1-18 requirements for qualification as a professional forester for the US Forest Service.

In her capacity as archaeologist, she has utilized and furthered her knowledge of Northwest Indian material culture, specifically about the Karuk, Yurok, Hupa and Shasta People.

Her education, resume and background in both western science and traditional ecological knowledge that is matchless in all of Karuk Country, rendering a sole-source contract with the Karuk Tribe justifiable.

The Food Security Crew is extremely busy working in the field at present. With Ms. McCovey's recent retirement and the need for expertise at this point in field studies, this opportunity is perfectly timed. The Karuk Food Security staff has a dire need for the unique combination of skills and knowledge that Ms. Barger-McCovey can convey.

Ms. Barger-McCovey has applied for and is listed currently and in good standing as a cultural practitioner.

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# Karuk Tribe

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**AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES****Contract Number: 15-C-**

This Agreement, dated as of July 23rd, 2015, is between the Karuk Tribe (hereinafter “the TRIBE”) and Kathleen Barger-McCovey (hereinafter “INDEPENDENT CONTRACTOR”), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from July 23rd, 2015 to May 29<sup>th</sup>, 2016.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, Nine Thousand and Nine Hundred Dollars and Zero Cents (\$9,900.00). All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. The Food Security Coordinator and/or Authorized Designee shall be responsible for overseeing this Agreement and approving invoices for payment.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney’s fees for Independent Contractor’s negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any required public liability, public damage and/or Worker’s Compensation Insurances shall be the sole responsibility of the Independent Contractor.

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



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

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

**INDEPENDENT CONTRACTOR**

Kathleen Barger-McCovey  
P.O. Box 53  
Happy Camp, CA 96039  
530-493-2319  
TIN: 550-29-2116

**KARUK TRIBE**

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

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Signature and Date

---

Signature and Date

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

Scope of Work

- I. Task One – Contractor will work a minimum of 330 hours in the field leading and educating crew members and volunteers in cultural plant species identification, traditional harvest and processing methods, and assisting with documentation of cultural management areas and species and their natural habitat; tanoak acorns, tanoak mushrooms, huckleberries, basket materials, pepperwood, worm wood, violet, dandelion leaves, plantain, and other Native plants.



## Administrative Office

Phone: (530) 493-1600 • Fax: (530) 493-5322  
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### POSITION DESCRIPTION

- Title:** Assistant Fire Management Officer (AFMO)/Fuels Planner
- Reports to:** Deputy Director of Eco-Cultural Revitalization (or designee)
- Location:** Department of Natural Resources, Orleans/Happy Camp
- Grade(s):** 11
- Classification:** Full Time Regular, Non-Entry level, Non Exempt
- Salary:** \$51,298to \$66,688 depending on education, experience, qualifications, time served in an equivalent capacity and funding availability.
- Summary:** This position is established as an Assistant Fire Management Officer (AFMO) /Fuels Planner for The Karuk Wildland Fire Management Program. An AFMO will typically take on higher level managerial roles such as fuels planning, or fuels program coordination. The AFMO may assist with program operations, crew training, partnership coordination, seeking fuels division funding, overseeing prescribed burning activities, grant reporting, assisting in the development of policy, preparing burn plans, and maintaining an out-year program of work. These duties may also include serving as the primary contact for fuels planning and intergovernmental/NGO coordination, working closely with other program managers, division coordinators and technical staff, serving as Incident Commander, prescribed fire burn boss, or other type III incident management team function as qualified. This position may serve in the capacity of Unit Fire Management Officer in the absence of the position as long as supervisory span of control and efficiencies in operations can be maintained.

#### Major Duties and Responsibilities:

1. Coordinate with partners and provide implementation oversight as appropriate on local Prescribed Fire Training Exchange (TREX) projects.
2. Prepare or review prescribed fire burn plans, and assist in progressing Tribal capabilities to revitalize cultural burning activities.
3. Maintain professional conduct throughout all assignments while representing the Tribe.
4. Assist in the implementation, development, evaluation, and adaptation of the Karuk Wildland Fire Management Program.
5. Develop and maintain a 3 to 5 year program of work.
6. Oversee the Administration of IQCS; research and plan a process and policies for Karuk sponsorship of local TREX participant qualifications to serve as potential future support resources for CA-KTA home unit; initiate implementation accordingly.
7. Seek project funding, formulate fuels budgets, manage fuels grants, agreements contracts and compacts, and coordinate with the Karuk Community Development Corporation to clearly delineate managerial vs fiscal functions and associated organizational roles.

8. Assist in the identification of research needs and apply new technologies; focus on the integration of Traditional Ecological Knowledge into management practices.
9. Supervise Fuels Technicians and other fire program personnel as designated while maintaining supervisory span of control and efficiency of operations.
10. Assist in the conduct of readiness and safety inspections to assess unit's ability to conduct wildland fire management activities.
11. Oversee Fuels data collection for collaborative fire management planning and burn plan development.
12. Prepare position descriptions for Fuels Technician I, II and III; assist in the periodic review of and update to Wildland Fire Management Program position descriptions.
13. Develop and maintain Fuels portions of the Administrative Operations Manual.
14. Promote the development and maintenance of a collaborative Local Area Annual Operating Plan for the Western Klamath Restoration Partnership planning area.
15. Shall be available for local and out of the area travel as required for job related training. Shall attend all required meetings and functions as requested.
16. Shall be polite and maintain a priority system in accepting other position related job duties as assigned.

### **Qualifications and Requirements:**

1. Experience and/or education:
  - a. GS 11: Meet the Interagency Fire Program Management (IFPM) requirements for the position – high complexity, which includes a Bachelor's degree in Biological Sciences, Agriculture, Natural Resources Management or related field and one (1) year credible specialized wildland fire management experience; or
  - b. An equivalent combination of education and related experience will be considered for all grades.
2. Must meet qualification standards and maintain current standards of the position, as identified by Interagency Fire Program Management (IFPM) Prescribed Fire and Fuels Specialist
3. Must pass the annual Work Capacity Test (Pack Test) and/or other approved/required procedures for determining physical ability to perform job duties.
4. Must satisfactorily complete annual safety refresher and shelter deployment training.
5. Must have wildland fire experience and an understanding of fire behavior relative to fuels, weather, and topography and how fire affects natural and cultural resources.
6. Has knowledge of agency and interagency mobilization policies, procedures, and guidelines.
7. Has knowledge of fire business management principles and practices.
8. Has knowledge of the Incident Command System component of National Incident Management System.
9. Has knowledge of prescribed fire organization, principles, practices, and techniques.
10. Has knowledge of the laws, policies and guidelines pertaining to safety such as the Code of Federal Regulations, national, tribal and agency policies and guidelines, Standard Firefighting Orders, Watch-Out Situations, and other related fire safety guidelines, including OSHA and NWCG guidelines.
11. Is skilled in developing, implementing, and monitoring a wildland fire and fuels budget.
12. Has knowledge of cooperating agencies' missions, organization and operating procedures.
13. Demonstrates ability to identify and define fire management issues, and develop research recommendations if necessary.
14. Must possess knowledge of fuels management principles, practices, and techniques.
15. Demonstrates the ability to work effectively with Native American people in culturally diverse environments.
16. Has displayed the ability to establish and maintain harmonious working relationships with other employees and the public.
17. Demonstrates the ability to understand and follow oral and written instructions.



18. Must be responsible for using safe work practices, for following directives, guidelines and procedures and for assisting in maintaining a safe and secure work environment.
19. Must possess valid driver's license, good driving record, and be insurable by the Tribe's insurance carrier.
20. Must successfully pass a pre-employment drug screening test and be willing to submit to a criminal background check.
21. Must attend specified training and class requirements for Incident Command System (ICS) set forth in Attachment H of the Personnel Policy.
22. Must adhere to confidentiality and Health Insurance Portability and Accountability Act (HIPAA) policies.
23. Must adhere to the policies and procedures of the Karuk Tribe.

**Supervisory Responsibilities:** This is supervisory position.

**Physical and Environmental Requirements:** *must be able to work in extreme environmental conditions and a stressful environment for extended period. Must be physically fit and adhere to DOI medical standards and fit for duty testing as applicable.*

**Disclaimer:** The Karuk Tribe retains the right to change or assign other duties to this position.

**Tribal Preference Policy:** In accordance with the Tribal Employment Rights Ordinance (TERO), Tribal preference will be observed in hiring. For positions with the Karuk Tribe Housing Authority, Section 7(b) of the Indian Self-Determination and Education Assistance Act (Title 25 USC, Section 450 e(b)) will also be observed.

**Veteran's Preference:** It shall be the policy of the Karuk Tribe to provide preference in hiring to qualified applicants claiming Veteran's Preference who have been discharged from the United States Armed Forces with honorable and under honorable conditions.

**Equal Employment Opportunity:** The Karuk Tribe will provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief, or activity, or status as a veteran, with the exception of the Tribal Preference, as stated in the Tribal TERO Ordinance shall be observed in all hiring decisions.

**Council Approved:**

**Chairman's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Education Program Report to Council

For Council Meeting on July 23<sup>rd</sup>, 2015

Prepared by: Carissa Bussard, Education Program Coordinator

### Action Item: Travel/Training Request

I kindly request the Council's permission to attend:

***“Preparing Indian Students for College: A One Day Seminar from Catching the Dream”  
from September 17<sup>th</sup>-19<sup>th</sup> in Albuquerque, New Mexico.***

Run by Catching the Dream, this one-day seminar will cover all areas of guidance and counseling, setting up educational plans, and more. It's description is that this seminar “will show counselors, parents, principals, and grandparents how to help their students through the steps to a successful college education.” While I know a substantial amount of this field, I would like to see how the seminar is run, what is included, and if there is any new information out there to better support our students. Once I have attended, I will be able to hold our own seminars on this subject in each community, and have more of an understanding about how parents/guardians can be involved if they don't have that knowledge themselves. Please see Attachment #1 for details.

All funds for this travel/training would come out of the Education Department Budget. I have included an updated version below in the Budget Report Section for you to see that sufficient funds exist to cover this request. I think this would be a great opportunity for me to learn about the programs happening in Indian Education at a national level (not just state or local) and bring them back to our community. Thank you for considering this request.

### Education Budget Update:

<u>Program/Category:</u>	<u>Appropriations:</u>	<u>Unencumbered Balance:</u>
Higher Education	\$61,443.09	\$43,009.76
Travel/Training	\$6,000.00	\$4,377.26
Tutoring	\$8,500.00	\$0.00
Vehicle Exp/Mileage	\$2,000.00	\$1,586.31
Supplies	\$2,000.00	\$568.08
Kitchen/Meeting Supplies	\$500.00	\$142.18
Special Activities	\$5,900.00	\$1,083.13
Computer	\$1,000.00	\$16.97
Advertisement	\$100.00	\$100.00
Cell Phone	\$600.00	\$479.79

### Education Committee Strategic Planning:

- ❖ Education Committee will be hosting a strategic planning session for the Education Program on *Wednesday, August 19<sup>th</sup> from 10 am - 3 pm* at the *Headway Building*.
- ❖ Any changes, new paths, ideas generated will be circulated through minutes from this meeting to Council to review before enacting. I would request,

however, that if the Council disagrees with any changes or suggestions made by the Education Committee, that we have a joint meeting to discuss those items and how we can agree to move forward.

### **Education Committee:**

- ❖ Our last meeting was on July 13<sup>th</sup>. Our next meeting is scheduled for August 12<sup>th</sup>.
- ❖ The main talking point of the meeting was the Tribal Reunion and all the aspects of that day (which is updated in the section below).

### **Tribal Reunion Recap & Updates:**

- ❖ The Education Program was very busy on the day of the Tribal Reunion, but we feel it was a great success all in all.
- ❖ Below are all the different activities we held:
  - Face Painting & Free Bookmarks, Backpacks & School Supplies, Graduation & Student Recognition, Tribal Reunion Scholarships, Youth Council Info & Sign ups, Head Start Applications & Brochures, ETS Applications, HEG applications, and general information.
- ❖ ***Backpacks:*** Of the 80 backpacks purchased, I have only 1 left remaining in my office, so they were very popular and extremely appreciated by everyone. I've included some graphs, which are Attachment #2, that I created with the data gathered from the sign out sheets just for informational purposes about where the backpacks went in terms of communities and out-of-state members.
- ❖ ***Graduation & Student Recognition:*** I managed to give out half of the certificates we made for the day, and we made a special recognition announcement for 1 student who graduated from college. The gifts they received were a choice of writable wall decals, laundry bags, or journals. Next year, I definitely want to work towards having culturally relevant gifts or Education branded items. In total, we had 20 graduates this year (that were made aware to me before the event). During the planning session Ed Comm has coming up, we want to work on the release of information form and get that sent out to the schools and parents so we can keep better track of grade levels and our graduates in the future (instead of waiting until the last minute or relying on parents to send that information to me).
- ❖ ***Tribal Reunion Scholarships:*** This was a large topic of discussion at the Ed Comm meeting, and I have been receiving feedback from other sources as well. We know that there are a lot of things to amend and change for next year, but I did send out an email to Council regarding the final totals and any large errors. If you have any more feedback, please get in touch with me or any members of the Education Committee.
- ❖ ***Youth Council Sign Ups:*** We had 9 students sign up for Youth Council. So we will be proceeding with meetings and getting their officers elected in the near future. We have some possible advisors in mind, but if you know of anyone in

your communities (or if YOU) are interested in being advisors, please have them get in touch with me.

- ❖ **HEG Applications:** HEG applications are flying through the post and I have quite the pile now so I'm really looking forward to our next Ed Comm Meeting to discuss the applicants and how many awards we will be delivering this year.

### **Summer Activities:**

- ❖ Yav Kuma Itapan (Math & Science Camps): Yreka's camp will be held at Evergreen Elementary School in the Multipurpose Room. I will be supervising the Happy Camp camp for the first week while Dion is on travel.
- ❖ Summer Food Program: SNAP-Ed is still coming to both sites.
  - Happy Camp (on July 23<sup>rd</sup>) and Yreka (on July 28<sup>th</sup>)

### **Grants:**

- ❖ Education submitted the Indian Education Demonstration Grant. We have a tracking number, but no updates as of yet.
- ❖ We will continue to look for more funding to increase our available services.

### **Travel & Trainings:**

- ❖ I really enjoyed my two weeks of travel and training. I feel like they were very informative and, as I mentioned in my email, if Council would like an update or any slides/handouts from either session, please let me know and I will happily send them on to you.

### **In Conclusion:**

Yôotva. If you have any questions or comments please contact me via e-mail ([cbussard@kark.us](mailto:cbussard@kark.us)) or via phone (ext.: 2034; cell: (530) 598-7214 or (530) 598-7918).

**Karuk Tribal TANF Program July 2015 Monthly Report  
For June 2015**

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**Program Summary**

**TANF**

**Work Participation Rate Report (WPR):**

Currently serving **67** clients (See attachment (A)) – KTTT-Active Cases as of 07/16/2015)

WPR = **20.00%** - (See attachment (B)) – KTTT – WPR – Orleans – (06/2015)

WPR = **60.00%** - (See attachment (B)) – KTTT – WPR – Happy Camp – (06/2015)

WPR = **64.29%** - (See attachment (B)) – KTTT – WPR – Yreka - (06/2015)

WPR for March 2015 was **56.41%**. (See attachment (B))

**N.E.W. Program**

Serving **8** Clients participating in the following activities – Occupational Skills Training, Short-Term, Job Readiness Training and Job Retention Services.

**LIAP PROGRAM**

**LIHEAP (Energy Assistance)**

2015 Budget = **\$30,320.00**    Total Expended to-date = **\$18,301.00**    Total Households = **76**

**GENERAL ASSISTANCE**

2015 Budget = **\$110,000.00**    Total Expended to-date = **\$69,401.00**    Total Households Served = **211**

**CSD**

2015 Budget = **\$18,220.00**    Total Expended to-date = **\$ 6,569.00**    Total Households = **53**

**Council Approval Request(s)**

None

**Council Information**

- (Attachment (A))    TANF Active Cases (July 2015 Report)
- (Attachment (B))    TANF Work Participation Rate (June 2015)
- (Attachment (C))    N.E.W. Program (June 2015 Report Report)
- (Attachment (D))    LIAP - LIHEAP (June Expenditure 2015 Report)
- (Attachment (E))    LIAP - GA (June Expenditure 2015 Report)
- (Attachment (F))    LIAP - CSD (June Expenditure 2015 Report)



## **Program Report**

### **Executive Director's Comments:**

I submitted a vehicle replacement request for the Van that burnt up in September 2014. Have submitted purchase approval request to ACF for approval. Pending ACF approval.

I am still having conversation with KCDC to acquire their Head Start bus that is currently non-op. This would increase TANF capability to transport children to event(s). KCDC at this time is in agreement with transferring the vehicle.

I am also working with KCDC on how I could take over managing the computer center in Orleans. Add a part-time employee to TANF. I do not know if the tribe is considering other options at the time, but this could be one consideration. I have not brought this up to the TANF committee until I research everything fully.

### **Staffing –**

1 Family Services Specialist, and  
1 Family Service Assistant,

### **Office Space –**

#### **Orleans -**

Maintenance will be renovating the medical section is on hold.

#### **Happy Camp –**

I am considering the purchase of shipping container type storage to place next to my office. Not enough storage in our facility and the need to access our storage quickly.

#### **Yreka -**

TANF and Tribal Maintenance is creating and RFP to send out for the renovation of the building. Submitted Yreka renovation request to ACF for approval. Still pending ACF approval

### **Appeals, Complaints and Grievances -**

One

### **Case Management –**

Work Experience

One TANF client working with Roads and one working at TANF

We are steadily improving the quality and customer services to our clients.

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

Karuk Tribal TANF Program July 2015 Monthly Report  
For June 2015

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**TANF Father/Motherhood is Sacred Training -**

Scheduling new classes for this year. On Hold

**Submitted By:**



Lester Lee Alford, Jr.  
TANF Executive Director

# Karuk Tribal TANF Program

## Active Cases as of

07/16/2015

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### Orleans TANF Office

Total number of Child Only/Non-Needy families	2
Total number of One Parent families	6
Total number of Two Parent families	2
<b>Total number of cases is</b>	<u>10</u>

### Happy Camp TANF Office

Total number of Child Only/Non-Needy families	9
Total number of One Parent families	3
Total number of Two Parent families	1
<b>Total number of cases is</b>	<u>13</u>

### Yreka TANF Office

Total number of Child Only/Non-Needy families	11
Total number of One Parent families	21
Total number of Two Parent families	8
<b>Total number of cases is</b>	<u>40</u>

<b>Total number of Child only cases program wide is</b>	<b>22</b>
<b>Total number of 1-Parent cases program wide is</b>	<b>30</b>
<b>Total number of 2-Parent cases program wide is</b>	<b>11</b>
<b>Total number of cases program wide is</b>	<b>63</b>

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 6 / 2015**  
**Orleans TANF Office**

**Type of Family for Work Participation**

One parent families	5
Two parent families	2
Child Only Family	3
<b>Total Cases Reported for this Period</b>	<b>10</b>

**Work Participation for All Families**

Cases that did the hours required	3
Cases required to work	6
<b>Work Participation Rate</b>	<b>50.00 %</b>
<b>2014 Work Participation Rate is 35%</b>	

**Client TANF Payments**

<b>Total Payments</b>	<b>\$6,808.70</b>
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**Number of Clients Participating by Activity Type**

049 - Unsubsidized employment	2
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	1
059 - Satisfactory School Attendance For Individuals - No HSD/GED	0
060 - Providing Child Care to TANF Clients participating in a Community Service program	1
062 - Other Work Activities	2

**Current Case Load by Site**

Humboldt County	5
Siskiyou County	58
<b>*Total Cases: 63</b>	

**Current Case Load by Staff**

KKING	9
LAUBREY	13
MCHARLES	19
RBAILEY	7
TALBERS	10



**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 6 / 2015**  
**Happy Camp TANF Office**

**Type of Family for Work Participation**

One parent families	4
Two parent families	1
Child Only Family	9
<b>Total Cases Reported for this Period</b>	<b>14</b>

**Work Participation for All Families**

Cases that did the hours required	2
Cases required to work	5
<b>Work Participation Rate</b>	<b>40.00 %</b>
<b>2014 Work Participation Rate is 35%</b>	

**Client TANF Payments**

<b>Total Payments</b>	<b>\$7,299.00</b>
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**Number of Clients Participating by Activity Type**

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

**Current Case Load by Site**

Humboldt County	5
Siskiyou County	58
<b>*Total Cases: 63</b>	

**Current Case Load by Staff**

KKING	9
LAUBREY	13
MCHARLES	19
RBAILEY	7
TALBERS	10



**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 6 / 2015**  
**Yreka TANF Office**

**Type of Family for Work Participation**

One parent families	19
Two parent families	9
Child Only Family	11
<b>Total Cases Reported for this Period</b>	<b>39</b>

**Work Participation for All Families**

Cases that did the hours required	12
Cases required to work	28
<b>Work Participation Rate</b>	<b>42.86 %</b>
<b>2014 Work Participation Rate is 35%</b>	

**Client TANF Payments**

<b>Total Payments</b>	<b>\$26,892.43</b>
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**Number of Clients Participating by Activity Type**

049 - Unsubsidized employment	9
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	0
056 - Vocational Education Training	0
057 - Job Skills Training Directly Related to Employment	1
058 - Education Directly Related to Employment - No HSD/GED	0
059 - Satisfactory School Attendance For Individuals - No HSD/GED	0
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	9

**Current Case Load by Site**

Humboldt County	5
Siskiyou County	58
<b>*Total Cases: 63</b>	

**Current Case Load by Staff**

KKING	9
LAUBREY	13
MCHARLES	19
RBAILEY	7
TALBERS	10

# Karuk Tribal TANF Program

## WPR - Monthly Summary for 6 / 2015

07/16/2015

### Type of Family for Work Participation

One parent families	28
Two parent families	12
Child Only Family	23
<b>Total Cases Reported for this Period</b>	<b>63</b>

### Current Case Load by County

Humboldt County	5
Siskiyou County	58
<b>*Total Cases: 63</b>	

### Work Participation for All Families

Cases that did the hours required	17
Cases required to work	39
<b>Work Participation Rate</b>	<b>43.59 %</b>
<b>2014 Work Participation Rate is 35%</b>	

### Current Case Load by Staff

KKING	9
LAUBREY	13
MCHARLES	19
RBAILEY	7
TALBERS	10

### Client TANF Payments

Total Cash Assistance Payments	\$42,278.13
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### Current AOD Case Load

CHOSTLER	12
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### Number of Clients Participating by Activity Type

049 - Unsubsidized employment	11
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	1
052 - Work Experience	1
053 - On-the-Job-Training	2
054 - Job Search - Job Readiness	0
055 - Community Service Programs	1
056 - Vocational Education Training	0
057 - Job Skills Training Directly Related to Employment	1
058 - Education Directly Related to Employment - No HSD/GED	1
059 - Satisfactory School Attendance For Individuals - No HSD/GED	0
060 - Providing Child Care to TANF Clients participating in a Community Service program	1
062 - Other Work Activities	13

ATTACHMENT (B)

**Karuk Tribal NEW Program**  
**July 2014 - June 2015**  
*Active Cases as of 07/16/2015*

Total number Orleans Clients:	1	
Total number Happy Camp Clients:	6	
Total number Yreka Clients:	1	
<b>Total number of cases program wide is</b>	<b>8</b>	

- 0 - ABE/GED - Adult Basic Education/General Education Degree
- 4 - OST - Occupational Skill Training
- 0 - Post-Secondary Education
- 0 - OJT - On the Job Training
- 1 - WEX - Short-Term
- 0 - WEX - Long-Term
- 1 - JRT - Job Readiness Training
- 0 - JS - Job Search
- 0 - Job Development & Placement
- 2 - Job Retention Services



# Karuk Tribe 2015 LIHEAP Expenditure Report

07/16/2015

## EXPENDITURES TO-DATE

	<u>2015 Budget</u>		
Total 2015 LIHEAP Expended-To Date:	30,200.00	<u>\$20,940.12</u>	69 %
Total Heating Assistance Provided:	\$14,553.60	\$16,467.57	113%
Total Cooling Assistance Provided:	\$3,638.40	\$2,792.82	77%
Total Weatherization (A/C) Assistance Provided:	\$4,548.00	\$723.71	16%
Total Weatherization (Heating) Assistance Provided:	\$4,548.00	\$375.64	8%
Total Crisis Assistance Provided:	3,032.00	\$580.38	19%

## TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households receiving Heating Assistance:	61
Total # of Households receiving Cooling Assistance:	11
Total # of Households receiving Weatherization (AC) Assistance:	5
Total # of Households receiving Weatherization (Heating) Assistance:	1
Total # of Households receiving Crisis Assistance:	2

## HOUSEHOLD SIZE SERVED

Household Size 1 =	44
Household Size 2 =	27
Household Size 3 =	20
Household Size 4 =	20
Household Size 5 =	23
Household Size 6 =	17

# Karuk Tribe 2015 General Assistance Expenditure Report

## EXPENDITURES TO-DATE

Total 2015 <b>General Assistance</b> Expended-To Date:	<b>\$80,313.57</b>
Total <b>Emergency Assistance</b> Assistance Provided:	<b>\$17,716.60</b>
<b>Food Assistance:</b>	<b>\$7,245.94</b>
<b>Clothing Assistance:</b>	<b>\$5,366.28</b>
<b>Shelter Assistance:</b>	<b>\$5,366.28</b>
Total <b>GAWEP</b> Assistance Provided:	<b>\$5,964.00</b>
Total <b>In-Home Health</b> Assistance Provided:	<b>\$35,428.00</b>
Total <b>Burial</b> Assistance Provided:	<b>\$21,204.97</b>

## TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households received <b>GA Assistance</b> Assistance:	<b>241</b>
Total # of Households received <b>Emergency Assistance</b> Assistance:	<b>72</b>
<b>Food Assistance:</b>	<b>36</b>
<b>Clothing Assistance:</b>	<b>22</b>
<b>Shelter Assistance:</b>	<b>14</b>
Total # of Households received <b>GAWEP</b> Assistance:	<b>42</b>
Total # of Households received <b>In-Home Health</b> Assistance:	<b>112</b>
Total # of Households receiving <b>Burial</b> Assistance:	<b>15</b>

## HOUSEHOLD SIZE

Household Size 1:	<b>110</b>
Household Size 2:	<b>32</b>
Household Size 3:	<b>5</b>
Household Size 4:	<b>5</b>
Household Size 5:	<b>0</b>
Household Size 6:	<b>0</b>



**Karuk Tribe  
2015 CSD Expenditure Report**

07/16/2015

**EXPENDITURES TO-DATE**

<b>Total 2015 CSD Funding Budget:</b>	<b>\$18,220.00</b>
<b>Total 2015 CSD Expended-To Date:</b>	<b>\$7,709.67</b>
<b>Total Food Assistance Provided:</b>	<b>\$2,593.53</b>
<b>Total Clothing Assistance Provided:</b>	<b>\$125.00</b>
<b>Total Shelter Assistance Provided:</b>	<b>\$500.00</b>
<b>Total Special Needs Assistance Provided:</b>	<b>\$3,713.35</b>
<b>Total Crisis Assistance Provided:</b>	<b>\$777.79</b>
<b>Total 2015 CSD Funding Remaining:</b>	<b>\$10,510.33</b>

**TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS**

<b>Total # of Households receiving Food Assistance:</b>	<b>21</b>
<b>Total # of Households receiving Clothing Assistance:</b>	<b>1</b>
<b>Total # of Households receiving Shelter Assistance:</b>	<b>6</b>
<b>Total # of Households receiving Special Needs Assistance:</b>	<b>6</b>
<b>Total # of Households receiving Crisis Assistance:</b>	<b>30</b>

**HOUSEHOLD SIZE**

Household Size <b>1</b> =	<b>36</b>
Household Size <b>2</b> =	<b>9</b>
Household Size <b>3</b> =	<b>5</b>
Household Size <b>4</b> =	<b>9</b>
Household Size <b>5</b> =	<b>1</b>
Household Size <b>6</b> =	<b>1</b>

## **Emergency Preparedness Program**

**July 25, 2015**

Please note information/activities are for the period of: 06/19/2015 through 07/16/2015.

### **Action Item(s):**

- There are no action items at the time of this report.

### **Emergency Management Tom:**

- Drought Task Force meetings continue with Humboldt County and Hoopa.
- Drought calls have continued weekly with the California North Coast and Inland region OES offices and recently switched to one State wide call which may be more efficient however Operational Areas and Tribes were only given a chance to report on activities and voice concerns as an afterthought.
- Met with KTHA staff to plan for a Functional exercise in August as an ANA Grant requirement, cooperators were invited but none of them showed up.
- Working with Emma Lee and Raul on Hazard Mitigation Grant for Yreka Generator project as identified in Hazard Mitigation Plan.

### **Projects Tom:**

- Completed Prescribed Fire Burn Plan for Hazard Fuels reduction above KTHA in Happy Camp. This plan covers area that may be burned during the Fall TREX (Prescribed Fire Burning Exchange program), if burned it would be at no cost to the Tribe. Burn Plan was also sent to Erin Hillman, DNR will be working on the agreements.
- Continue to work with CHP, and USFS on Lease agreements for the Radio Repeater project, we have The Klamath NF agreement signed, the Six Rivers should have the Agreement ready by 7/17, if they do I will have it reviewed and ready for this Council Meeting.
- Continue to work with FEMA Environmental Heritage Program with the approval to go forward with the Radio Repeater project, they informed me 7/13 there would be another delay in processing the paperwork and suggested we file for an extension; they have had the application for this project for over 7 months.
- Update Incident Qualification Cards and Certify Position Task Books for Fire crew. Perform readiness inspection on Crew and certify them as fire ready.
- Coordinate with DNR, MKWC, The Nature Conservancy (TNC) and Local Agencies on the Fall TREX program.
- Speak with Cross-Jurisdictional Sharing of Emergency Management Services educational research group on Tribal Emergency Management.
- Work with Happy Camp Faire Safe Council on WKRP and community wildfire protection projects.

### **Projects Rachel:**

- GIS; Continued update and realignment of outlying parcels in the Karuk Land and Allotments layer.

- Worked with Tina and Michelle in Human Resources to produce a booth layout map to hand out at the Tribal Reunion.
- Worked with Cathy Meinert and Jill Beckman to provide necessary concept and fire history maps to help facilitate the Happy Camp, WKRP meeting.
- Printed stand maps for the Tribe's Food Security Program.
- Acquired ArcGIS, XTools extension software for DNR, Tribal Lands and Emergency Preparedness computers.
- Tribal Emergency Operations Plan copies are being provided upon request.
- Provided Transportation maps for K-1 Crew vehicles.
- Started creating maps and contacting land owners who are participating in the 2015 TREX, prescribed fire training activities.

### **Meetings/Training Attended Tom:**

- 6/23- Attended WKRP/Happy Camp FSC meeting to plan out project for a hazard fuels project around Happy Camp, there was much discussion on planned projects previous to the 2014 wildfires and what hasn't yet burned. The group has decided to move forward with a project that covers areas around the North west side of the community that has not burned since the '87 fires or longer and poses the largest threat to the community.
- 6/29- Attended the Hoopa Drought Task Force meeting, they had suffered a water shortage over the weekend prior to the meeting due to increased use on the water system because of the record high temperatures, wildfire suppression and subsequently a malfunctioning water system. Bottled water was donated to the Tribe and water restrictions were imposed until the problem was repaired. It was discovered that a majority of the problem was a poorly maintained water system; they are working with HIS to fix the problem.
- 6/29- Attend Tribal Reunion Planning meeting, Rachel will put together maps for the reunion.
- 9/30- Spoke with Maureen Wimsatt from Cross-Jurisdictional Sharing of Emergency Management Services study group sponsored by California Rural Indian Health Board to discuss Tribal Emergency Management. We discussed lack of appropriate funding, the difficulties working with County and local government due to their lack of knowledge of Tribes. We also discussed success stories and best practices of Tribal Emergency Managers and how Tribes and State and Local governments could help each out best utilizing the resources we have and the skills of each of our workforces to work toward a common goal in emergencies and disasters.
- 7/1- Attended Region III Mutual Aid Regional Advisory Committee (MARAC) in Red Bluff. I reported on progress with our Repeater System, drought Conditions and FEMA approval of our Hazard Mitigation Plan. The main topic of discussion was the drought, the heat wave and the possibility of El Nino` weather pattern setting in, at this point models show that there is a high probability of a strong El Nino` that may bring relief to the area this winter with higher than average precipitation, they are optimistic but it is still too early to be certain.

- 7/1- Performed Crew Inspection, the crew looked good, they met all the NWCG/DOI/BIA/FS requirements to travel out of area on wildfire assignments as a Type 2 IA crew.
- 7/2- Attended TREX conference call to discuss where we are with burn plans, IMT staffing and talk with local fire agencies (USF and Cal Fire) about the planned prescribed fire areas.
- 7/13- Attended Statewide Drought Conference call, all the California state response regional drought calls were combined into one call for efficiency and the interaction with the Operational Areas, Tribes and State has been lost. The information that has been relayed is the same Grant Programs that are available to cities, counties and some businesses/individuals.
- 7/14- Facilitated Functional Exercise planning meeting with KTHA Staff, local responders were invited but not one of them showed up. I will follow up with them as they are an important part of the exercise but not necessary if they choose not to participate.
- 7/15- Attend Tribal Reunion after action review to discuss what went well and what could be better and formulated a plan to implement some changes for next year. Overall everyone liked having it on the Happy Camp Administrative grounds.

#### **Meetings/Training Attended- Rachel:**

- 6/22, Participated on the Cal OES Inland Region and Coastal Region Drought conference calls. These calls are part of an ongoing effort of local, state, county, federal and Tribal organizations to report and coordinate efforts in response to the drought.
- 6/23, Attended LiDAR class in Orleans. This was an Introduction to a variety of programs for viewing and utilizing LiDAR, which is a detection system that works on the principle of radar, but uses light from a laser. The data can be used in ArcGIS to produce very accurate analysis.
- 6/29, 7/6 & 7/8, Cal OES Statewide Drought Meeting and Humboldt County Drought Task calls. The Cal OES Inland Regional Drought Conference calls have been reformatted to be statewide now. These calls are a part of an ongoing effort of local, state, county, federal and Tribal organizations to report and coordinate efforts in response to the drought.
- 7/6, Neighborhood Watch/CERT monthly meeting. These meetings are ongoing monthly discussions that allow community members to assist law enforcement and to maintain cohesiveness among the CERT (Community Emergency Response Team) members.
- 7/7, Met with Jill Beckman for an intensive training on the Trimble GPS and to share updated GIS layers.
- 7/11, Participated in The Karuk Tribal Reunion. The Emergency Preparedness booth provided preparedness information handouts and coloring books. We also assisted Neighborhood Watch/CERT set up a bake sale booth for their fund raising efforts.
- 7/14, Attended Functional Exercise Planning Meeting to set date, design and

roles for a practice emergency. A Functional Exercise will test the Tribes Emergency Operations Plan for works best and what needs improvement during an event when the Tribe is needed to respond.

- 7/15, Attended the Post Reunion Planning Meeting, to offer feedback on what we could do to improve next years reunion.

*Thomas N Fielden*

*Emergency Preparedness*

*Coordinator Karuk Tribe*

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Rachel L. Rhinehart

Karuk Tribe

Emergency Preparedness Dept.

PO Box 1016

Happy Camp, CA 96039

(530) 493-1600 Ext. 2029



**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:

Community meetings complete.

Last of emergency supplies have been ordered.

Program is currently on schedule.

Program	Code	Total Budget	Expensed to date	Balance	% Expended
ANA- SEDS Grant: Karuk Tribe: Protecting our Communities: Developing Karuk Tribal Capacity in Emergency Preparedness and Response Federal Share	4050-04	\$225,117	\$171,883	\$53,234	76%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
9/30/2013-9/30/2014	12	10	2	83%	Unknown
Progress Report Due Date	Completed ?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
4/30/2015	yes		4/30/2015	yes	
<b>Comments:</b>					

**THSGP/DHS**

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

Deliverables:

Investment 1- Karuk Two Way Radio Emergency Communications System:

**Objective 1:** By the end of the 8th month, a Memorandum of Understanding will be negotiated with the U.S. Forest Service to use existing mountain top repeater sites for the Karuk communication system.

*Forest Service and CHP the permits are being processed. CHP approval is near completion.*

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

*Environmental reports turned in to FEMA. FEMA has still not completed their environmental clearance and they behind their timeline for environment clearance. Due to FEMA not completing their part this portion of the project has fallen behind schedule. At this point it does not threaten completion.*

**Objective 3:** By the end of the 18th month, a fully functioning and interoperable communication system will be installed and a Radio Communications Plan will be developed.

*FEMA/DHS is processing environmental clearance. Due to permitting delays this timeline has past however the project still has time to be completed if FEMA expedites there process as they have not completed their clearance in a timely matter in accordance with FEMA guidelines in Environmental Heritage Review. At this point it does not threaten completion.*

**Objective 4:** By the end of the 24th month, the communication system will be tested through a drill exercise with the KEEP Team.

Program	Code	Total Budget	Expensed 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	\$146,560	\$113,440	56%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Complete	Extension Option Y/N
09/01/2013-08/31/2015	24	19	5	79%	
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
7/30/2015	n/a		7/30/2015	n/a	
<b>Comments:</b>					
FEMA is processing EHP. FS and CHP are processing permits. Repeaters purchased.					



Emma Lee Perez – Grant Writers Report/Contract Compliance  
For Council Meeting on July 23<sup>rd</sup>, 2015  
Reporting Period June 19<sup>th</sup> – July 16<sup>th</sup>, 2015

**Contract Compliance Update:**

I'm making progress in organizing the office and getting a filing system that works for me.

I will be submitting two CSD reports due July 20<sup>th</sup> and 27<sup>th</sup>. I'll have more updates and information after I've been in the position a little longer.

**Project Title:** Homeland Security – Pre-Disaster Mitigation

The Pre-Disaster Mitigation (PDM) program makes available Federal funds to State, Local and Tribal Governments to implement and sustain cost-effective measures designed to reduce the risk to individuals and property from natural hazards, while also reducing reliance on Federal funding from future disasters.

Funding will be used to purchase a solar generator system with battery back-up for the Yreka Clinic. The solar panels and batteries would serve to provide day to day power as well as back-up power in the event of an outage. This could reduce or possibly eliminate the \$2,000 per month power bill at the Yreka Clinic. **Applications are due August 28<sup>th</sup>, 2015**

**Project Title:** IHS Special Diabetes Program for Indians (SDPI)

2015/2016 SDPI funding will be offered on a competitive basis this year. The application from previous years will need to be revised. The NOFA should be out within the next month.

**Project Title:** HRSA Expanded Services Opportunity Grant

The grant will expand health related services by hiring an LCSW, RN and MA.

Currently Behavioral Health has a waitlist of 65 clients waiting to receive services. The Tribe has two LCSWs both have maximum caseloads and one also functions as the Director of Behavioral Health. This grant would hire one full-time LCSW, reducing the waitlist from 65 to 40-serving 25 new clients.

The Happy Camp Health Clinic anticipates an additional 1000 visits in the upcoming year due to the recently passed California SB 277 requiring all children to be vaccinated upon entering school. Hiring an RN and MA will help streamline processes and move clients through quickly to

accommodate the increase in visits. Application was approved at 7/16 Planning meeting and submitted 7/17.

**Project Title:** Department of Education - Indian Education Demonstration Grant

The purpose of the Demonstration Grants for Indian Children (Demonstration Grants) program is to provide financial assistance to projects that develop, test, and demonstrate the effectiveness of services and programs to improve the educational opportunities and achievement of preschool, elementary, and secondary Indian students.

Grant Writer met with the Education Coordinator March 17<sup>th</sup> to discuss project goals, student's needs and outcomes. Education Coordinator and Grant Writer met with Education Committee to get input. We will also be asking for input from the Committee. **Application was submitted.**

**Project Title:** Tribal Homeland Security Grant Program (THSGP)

THSGP supports the building; sustainment and delivery of core capabilities to enable Tribes strengthen their capacity to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other hazards. Grant writer will begin working on this in early March, after CTAS and ANA have been submitted. This is the main funding source to sustain the Emergency Preparedness Program, Tom Fielden and Rachel Lent. **Application submitted.**

**Project Title:** Department of Homeland Security- Tribal Equipment Assistance (TEA) Program

Tribal Equipment Assistance grant to continue a one year contract for Satellite Phones (Emergency Preparedness Department), install 5 mobile radios in K-1 fire vehicles (DNR), and purchase two UTV for KTHA security personnel.

**Application was funded in the amount of \$41,648**

**Project Title:** Administration for Children and Families- Coordination of TANF and Child Welfare

Coordination grants offer opportunities for Indian tribes and tribal consortia that administer Tribal TANF programs to develop more effective and efficient strategies to meet the unique needs of at-risk tribal service populations. The goal of this FOA is to reduce the number of out-of-home placements and the incidence of child abuse and neglect among Native American children in TANF or TANF-eligible families. **Application submitted.**

**Project Title:** Indian Health Service (IHS) - Tribal Management Grant

The Tribal Management Grant is a capacity building grant designed to help Tribes establish goals and performance measures for current health programs; assess current management capacity to determine if new components are appropriate; analyze programs to determine if T/TO management is practicable; and develop infrastructure systems to manage or organize PFSA. **Due: May 31, 2015** – (deadline varies year to year)

**Project Title:** ICDBG (Indian Community Development Block Grant)



Deadline varies from year to year. **Last year the deadline was July 29<sup>th</sup>**-based on a conference call with HUD we expect the NOFA to be released earlier than July.

**Monthly Updates:**

We continue to experience delays in getting an agreement in place with Siskiyou County Sheriff's Office. We have made some minor changes to help establish an open line of communication between the Tribal Court and the Siskiyou Sheriffs. The County said they are still reviewing so hopefully we will have something finalized in the next few weeks.

I have been researching enforcement of Tribal Eviction Orders. I have not been able to find samples of other agreements. CILS provided some insight on what is going on in other Counties. The relationship is more informal and done on a case-by-case basis. When law enforcement assists it is usually on the grounds of trespass or serving as a civil stand-by to make sure there are no conflicts. We will need to consider how we want to move forward on this issue.

I continue to participate in discussions regarding the Westside Fire Project. Most recently we had a call to review the draft Programmatic Agreement for the Westside Fire Project. The Programmatic Agreement is to streamline the review process for compliance with Section 106. We have proposed several different measures that will ensure the highest level of protection for potential cultural resources out on the groups such as having Karuk Cultural representatives actually going out and conducting surveys. We are continuing to review the draft Agreement and will have another conference call with Forest Services and ACHP staff on Monday July 20<sup>th</sup>.

A few months ago a Tribal Member had an issue setting up a bank account with his Tribal ID Card. I did some preliminary research and was not able to come up with any solid rules or regulations that would allow us to do this. There are some states that have specific legislation that allows the use of Tribal ID cards. I contacted the California Department of Business Oversight to see what they could provide and they said it is really a federal law under the Patriot Act that regulates this issue. I will be looking into this more to see if there is some way to get the local banks to accept Tribal Identification Cards for a valid form of ID.

As part of Compliance I began working on one of the MOAs between the Karuk Tribe and Happy Camp Community Services District to allow us to give them funds from IHS to assist with the water improvement project. I have sent this off to Barry Jarvis and he will be providing feedback. I will keep Emma Lee in the loop on this Agreement and assist her with the development of the other Agreements we need for some upcoming projects.

Although we got signed up to order things through GSA as a federally recognized Tribe, now we are having difficulty purchasing through the GSA Advantage System. I have been informed we need to submit a Doman Approval Request, so I have submitted that. Hopefully this will allow us to set up and manage our account through their website.

Just a reminder, we do have a U.S. Forest Service Quarterly Meeting Scheduled for July 29<sup>th</sup>, I believe this will be in Orleans. This is a staff level meeting but we do like a few Council Members to attend when they are available.

I assisted with the distribution of the Staff Attorney position to various places such as Arizona State Law Program, Tulsa Law Program, various attorneys in the Pacific Northwest, CNIGA, CILS, and a few others. Hopefully we will get some good responses by the time of the Council Meeting so we can set up some interviews. I have changed my official leave date to August 17<sup>th</sup>.

This month I continued to process RFPS, Contracts, Procurement, Agreements, MOUs, and Grant Proposals. A huge thank you to Michelle Spence, Laura Mayton, Laura Olivas, and Tamara Barnett for assisting me with all of these tasks. I am glad to have Emma Lee on board in that position now.

**Agreements Reviewed:**

15-A-068	USFS Collins Bald SUP	\$1087	T. Fielden
15-A-069	KCDC DNR	\$58,000	A. Tobin
15-A-070	VOID NOT AGREEMENT MOU		
15-A-071	IHS-Project 13M83	\$0	R. Super
15-A-072	Seven Feathers	\$7,308	B. Snider
15-A-073	OLINK 11 Tribes	\$9,617	E. Hillman

**Contracts Reviewed:**

15-C-101	R. Reed	\$530	C. Whitecrane
15-C-102	P. Palmer	\$7,807	C. Smith
15-C-103	N. Sakota	\$1,670	M. Spence
15-C-104	E. Aubrey	\$700	M. Spence
15-C-105	I. Goodwin	NTE \$6,000	C. Whitecrane
15-C-106	Void	KCDC Contract # instead	
15-C-107	Void	KCDC Contract # instead	
15-C-108	The Electrician	\$3,150	E. Cutright

**Grants/Resolutions Reviewed:**

Title VI A,C	\$110,002	Laura Olivas
MIPPA	\$1,000	Laura Olivas
USDA RUS	\$181,392.91	Raul Recarey
KBTP	\$20,000	Lisa Hillman
HRSA Expanded Services	\$231,038	—Emma Lee Perez
FHWA Amendment #3	\$115,430.97	—Sandi Tripp

# TERO Department Report – July 2015

**\*\*I will be in Sacramento the day of the Council meeting, please excuse my absence**

## TERO Budget

Program	Total Budget	Expended to Date	Balance	% Expended
TERO	71,877.00	38,846.30	33,030.70	54.05

## TERO Summary

### TERO Commission

The TERO Commission is meeting on Wednesday, July 22 and will review the letters of intent we have received to serve on the TERO Commission. We are looking forward to a full commission. There is an upcoming EEOC training in August that we would like to attend along with the new Commissioner.

### Casino Project

I am still receiving resumes' and Skills Bank forms from individuals interested in working at the casino. I am putting out as much information as I have when I get inquiries. I have not heard back from the two tribal members who were having issues with their Unions. No news is good news.

### Caltrans

I received a call from Kendee Vance who is our District 1 Caltrans Native American liaison. She was very respectful and gracious in her email. She was looking ahead at the work Caltrans has slated for HWY 96 and wanted to communicate. There will not be much work in District 1 in the next few years on projects that are on or abut Karuk lands. She also mentioned she has the latest draft of our Caltrans MOU and that she will be getting back to it soon. As I understand, it has been with her for her updates.

### Summer Youth Jobs

It appears we have all the youth workers in place now. KTHA has 8, DNR 9 and NCIDC has funded 1. I am pleased the Council is investing in the youth with their separate Staff Appreciation Day and shirts.

### TERO Commission Strategic Planning

The TERO Commission postponed our Strategic Planning until we have a full commission.

### EEOC Training

The EEOC will be holding training in August in Reno for investigations and hearings. It is my goal to obtain an annual grant with EEOC and we want more information on the EEOC MOU that has

been introduced to Tribes that respects our jurisdiction. I will provide more information on this as I learn more.

**Nor Cal TERO**

The four neighboring TERO programs in northern Cal will be meeting on July 24<sup>th</sup> at Smith River. We are trying to hold regular quarterly meetings but it is difficult at times due to all our busy schedules. We have good relationships and it is important to build upon that.

**Cultural Monitor Class**

Cultural Monitor training has been scheduled for August 24 & 25 in Yreka at the KTHA main office. TERO will be working with THPO for logistics and food for this event. I understand there are 24 slots that were negotiated. TERO will try to secure more if we get more than 24 individuals who are interested in the training.

**Tribal Reunion**

We had a great turn out at the Tribal Reunion. It was nice having it on our tribal compound. TERO had 140 surveys filled out and we gave away 600 t-shirts, 400 Tribal flags and 250 mini-fans. Much Yootvas go to TERO Commissioners Lavon Kent and Red Hockaday for staying at the TERO table for the duration of the reunion. We also raffled off four one hundred dollar bills.

**Pre-Bid Meeting**

I attended the mandatory pre-bid meeting for the Red Cap road project. There were three Indian Owned Businesses that were there.

**CHILD CARE**

**Child Care Budget:**

Program	Total Budget	Expended to Date	Balance	% Expended	# of Families Served
CCDF FY 14	54,834.00	39,554.00	15,080.83	72.04	7
CCDF FY 15*	69,674.00	592.38	69,081.62	0.85 %	N/A

\*We have yet to receive the final allocation for FY 15 funds of 17,418.00

**Child Care Summary**

**Child Care National**

We are still waiting for the new CCDF Tribal funding application that will come out for public comment. It is rumored that there will be major changes to the way Tribes apply for funding.



Due to Congress not passing a budget we still have not received our final allocation for FY 15 funds.

### **Child Care State**

Our next Tribal Child Care Association of California (TCCAC) meeting will be July 29<sup>th</sup> and 30<sup>th</sup> so I will be absent from the Council meeting. My Co-Chair will not be at the meeting so I will be responsible to facilitate the meetings this time. We will be honoring a state contractor who works for the California Department of Education (CDE) who was appointed to be our tribal liaison who has taken another job within CDE. It is sad to see her go as she has been very loyal and diligent to Tribes. We will also meet her replacement.

### **Child Care Local**

I have submitted our child count of eligible children living in the service area. Our funding is based upon the number we turn in. To get to the number that I turned in (312) I used RPMS data thanks to Patty White.

I have signed up two more families and have three more applications pending for child care services.

### **Yav Kuma Itapan Math/Science Camp**

We have been actively working on the Yav Kuma Itapan – Math / Science Camps. We have 30 youth signed up for Yreka and 16 for Happy Camp (so far). We hope to have at least 24 for Happy Camp. This will be an exciting year for the camp projects and activities. Our lead instructors have coordinated a great agenda for both sites. We have spent more for this year's camp so when all is settled you will see the FY 14 child care funds almost expended.

### **Summer Food Service Program**

The Summer Food Program is going along great. We were disappointed that we could not provide transportation in Yreka like we had prepared for. Yreka is serving more kids than ever before on a daily basis and the Happy Camp site is serving more kids than last year. We will have a site review on August 12<sup>th</sup> and our staff is confident that we will do well.

Respectfully Submitted,

Dion Wood

Erin Hillman, Director  
Karuk Tribe Housing Authority  
Report for Council Meeting  
July 23, 2015

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**Old Business- Joint Meeting:**

1. A gift for Mark Stivers was picked up and given to Josh Saxon at the Reunion for him to take to Sacramento.
2. I obtained a list of the Tribes that serve Oregon. They are Burns Paiute, the Coos, Lower Umpqua and Suislaw, the Confederated Tribes of Grand Ronde, the Confederated Tribes of Siletz, Confederated Tribes of Umatilla, Confederated Tribes of Warm Springs, Coquille, Cow Creek Band of Umpqua Indians, Fort McDermite Paiute and Shoshone (Nevada and Oregon) and the Klamath Tribes. Further research will need to be done to confirm which tribe serves Grants Pass and Cave Junction.
3. The Enrollment Department states that there are 2,035 Tribal Members to mail our brochure to at a cost of \$635. We need to update our brochure to do this.

**2016 Indian Housing Plan:**

The Plan was submitted on Friday, July 10<sup>th</sup>. I prepared the packet of information, as requested so that Elsa, could take the Plan and Resolution to the Health Board meeting in Yreka on the 9<sup>th</sup> so that it could be voted on by the Council. Thank you Elsa and the Council, it was a great relief to have the Plan submitted early. We have confirmation from HUD that it was received.

**2016 O'Link Agreement:**

The Tribal Council also approved 2016 O Link agreement and the use of enrollment data in the calculation of the needs portion of the IHBG. The signature page was submitted to Modoc Lassen IHA so that it can be filed with the other tribes for this year. Then, I submitted payment to Cow Creek for our estimated portion of the O Link Agreement.

**Updates to Data for IHP:**

The Formula Customer Service Center has been provided our resolution showing that the Tribe will be using enrollment data for our needs portion of the IHBG, and the updated enrollment numbers. They had a question about the conveyed unit (Supers), but it was just about the project number that unit was constructed from. I have responded to them via email.

**Provider- Orleans:**

I have reviewed my original email to the Director of the Health Program regarding the units in Orleans. The Provider has a dog. I informed Babbie that we do not allow pets and the housing is firm on this issue. It's my understanding that they are trying to find somewhere else for the Provider to live. She did say that he may not come if they cannot keep the dog with them. They can request to be added to the agenda to appeal to the Board, and have been informed of this, but we have not had a request come through for that as of 7.16.2015.

**Reunion:**

The reunion went well. There are things we would like to do differently next year. Better signage, larger tent, and information type outreach materials. Sara and I provided comments to the Reunion committee on the Reunion overall. We were very lucky with the weather. We had several staff members who need to be identified as doing above and beyond their share, they are: Ashlee King, Suzie Cost, Kasey O Brien, Florraine Super, Sara Spence, Harold Croy, Randy White, Doug Goodwin, Randy White and Dan Burcell.

**Eviction Ordinance:**

We had five (5) people come to the last meeting. April was delayed so we canceled our meeting and took the opportunity to discuss a lawsuit we are currently an active participant in. After the meeting, April did stop by and drop off the forms we will use in Tribal Court for us to review and make our comments. We discussed being able to work on a draft agreement for enforcement to add to our next agenda for the Board and Council to review.

**On Site Monitoring Review:**

The On-site Performance Monitoring Review is coming up on September 1-3. The letter stating who will conduct the review, and what they will be reviewing is attached. I will be going over this list with staff before I leave for vacation and I am sure that it gives us plenty of time to prepare for this review.

**Tax Credit:**

We continue our weekly conference calls. This week we informed Travois that we are interested in pursuing a Construction Manager at Risk contract. Per their recommendation I ran this by our HUD Representative, who has not responded with her comments, but has confirmed that she will review the draft advertisement. We will be seeking the Board's approval on July 20<sup>th</sup> for the designs, in hopes that we can get this done one week ahead of schedule, even if it is an approval "with changes". The pricing we are hearing is from \$.87 to \$.975, our proposal was at \$.91. The higher proposals are creating a cash problem, because the higher investment means that we have more cash than anticipated to budget. Travois is working on ways we can keep the extra money. We are waiting on a response from CTCAC.

I have attached some preliminary designs for the 3, 4 and 5 bedroom units.

**Negotiated Rulemaking:**

I continue to review the documents from the First Pic website, the study group minutes in particular. We were informed correctly that Deidre Flood did not attend several of the meetings, nor did her alternate.

**Feasibility Study, Orleans Water Supply:**

Another project that I am working on when I can is the Feasibility Study for the Water System in Orleans for our development. I have begun researching and writing this advertisement. Of particular note is the help I have received from IHS (Barry Jarvis) and documents from Earl Crosby (OCSD Board member).

**Wellness Center- Yreka:**

You all received an email with pictures of the new facilities gymnasium. It is GRAND! We are so very close to having this completed. I have sought out a few staff members to plan our Grand Opening. Ideas?



**Construction:**

The Crew has begun demolition on the Comstock house. We are seeking one more Crew member, the screening for those applications that we received should occur on Friday, July 17. We hope we are able to have our interviews the following week.

**Brian Gonzalez- Yreka Maintenance:**

Maintenance has finished up two units in the past month and they are ready for move in. Each unit was prepped up to KTHA standards and will have a mini kit for cleaning and a tutorial done by maintenance during the move in inspection. Work orders are being taken care of once a week on Wednesdays to keep up with the work demand. We complete emergency work orders within 2 days depending on part availability. Landscaping has been long and treacherous but we have finally caught up and now plan to maintain and improve. With the youths help we were able to weed eat all elder homes to fire prevention code and all roadside areas at least 5 feet in to avoid cigarette fires. Also all areas weed eaten were sprayed with eco safe round up to prevent growth. Trash had been picked up daily and the community is looking better than ever. Trash enclosures were cleaned out thoroughly and will be pressure washed within the next two weeks. Maintenance was able to complete our bi-annual filter change on all of old housing and new housing homes. Storm drain gutters were cleaned up thoroughly and will be maintained during rain storms. We have worked on 3 HVAC systems this month and were able to fix 2 with no assistance. The playground tarps were pulled up and the weeds/grass was able to grow in the bark areas again, so we're pulling up the old tarp trapping moisture allowing growth to lay down a better fabric to prevent moisture build up. The playground is under construction as of now and we plan to complete the project by July 24<sup>th</sup>. Overall the maintenance and youth workers have been working hard to keep up with work demand and will continue to strive for perfection.

**Steve Mitchell- Inspector/HC and OR Maintenance:**

**Projects currently out to bid:** Pine Place clean up, Happy Camp maintenance shop, Happy Camp fencing, Civil engineering services for the Tax Credit project.

**Projects currently in the planning phase:** Resident center in Happy Camp, Tax Credit project in Yreka, Second Avenue development, HIP homes,

**Projects currently in the construction phase:** Yreka Wellness Center, Happy Camp duplex construction, 460 Asip, 300 Kuyraak. All of these projects are nearing completion. Maintenance staff has been completing work orders and annual repairs. Privacy panels were installed on the table in the council chambers (Headway Building). One unit prep in Orleans was completed in July. Landscaping staff are maintaining elder's lawns as well as common/office areas. A crew of four youth were hired for the summer and they are working with both the maintenance and landscaping staff. The free "dump day" was held again this month in both Orleans and Happy Camp. This is a service we provide once a year for residents that have items that cannot be disposed of or picked up by the weekly service such as furniture or oversized electronics.

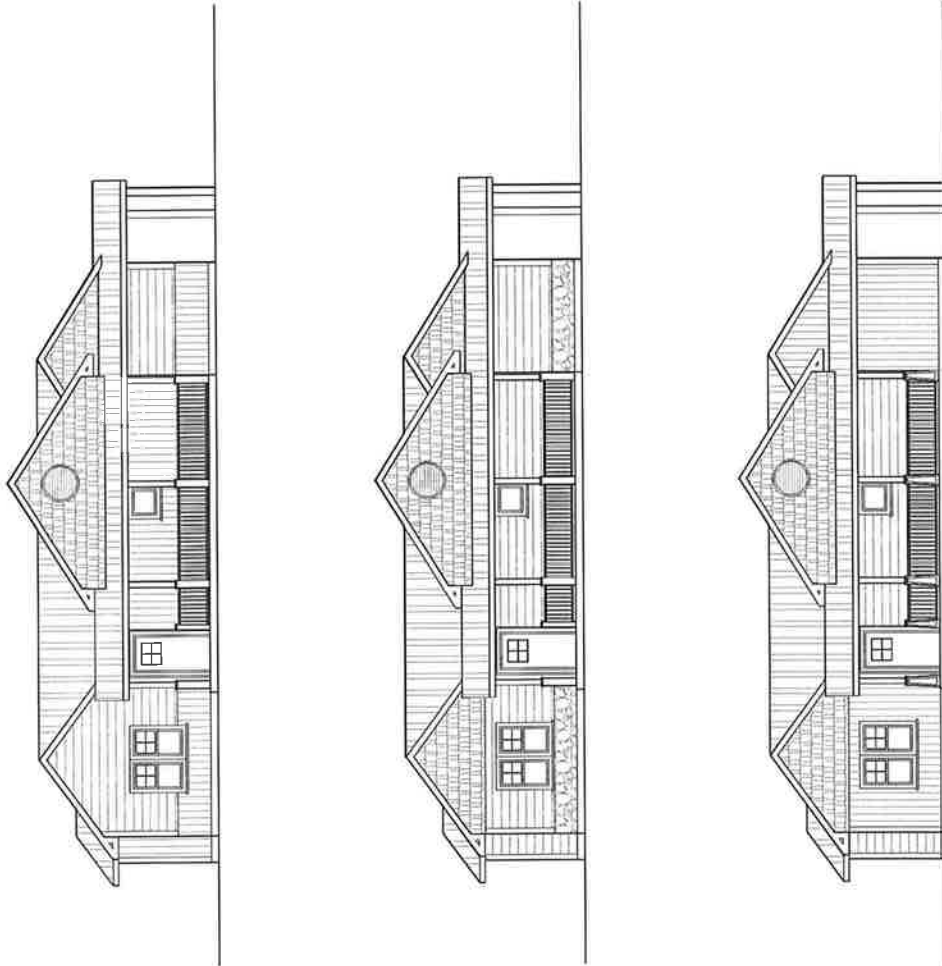
**Sara Spence- Executive Assistant:**

**Construction Projects (Bid Status)-** Maintenance Shop Construction; this will be a new metal building across the street from the Happy Camp Administration Office; bids were due July 13, only one was received so it is out again. Once this facility is done, the current shop will be demolished for construction of the Happy Camp Resident Center. Pine Place Demo; this is the cleanup of the vacant lot that was a foreclosure; bids were due June 26, only one was received and it was over budget so it is out again, if that is unsuccessful it will be done in-house. Etna roof replacement; bids are due July 24. Happy Camp fencing; bids are due July 28. Tax Credit ALTA Survey; bids are due July 22. Tax Credit Civil Designs; bids are due July 22.

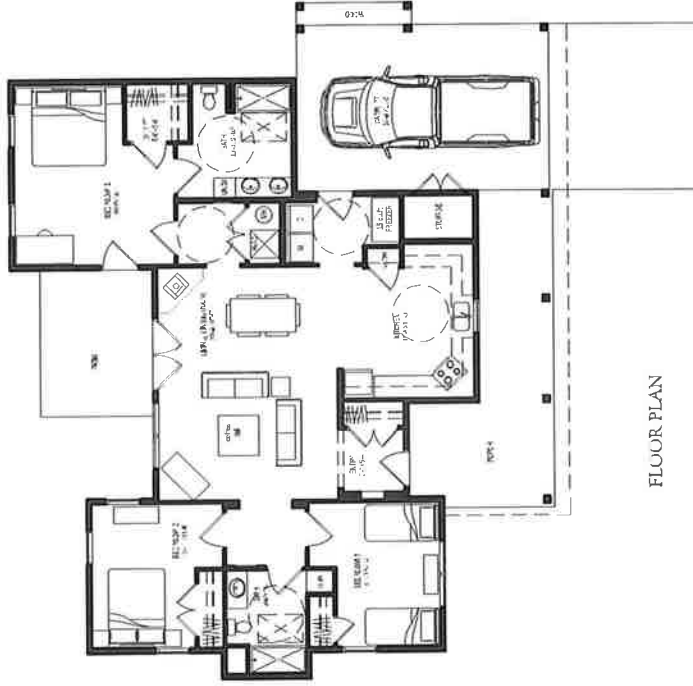
**Administrative-** Three contracts were awarded for annual woodstove inspection/cleaning, Comstock plan modifications required by the City, and Fort Jones Home Replacement plan modifications for the floodplain. Two agreements were issued for the eleven tribe O-Link agreement and the Red Cap Road contractor who will store supplies in KTHA land.

**Environmental-** Etna Home Rehab, Complete. Happy Camp Maintenance Shop / Resident Center, Complete. Butler Flat Home Replacement / HIP, not required as no Block Grant Funds will be used. Happy Camp HIP Home Replacement, in process waiting for SHPO letter.

**Human Resources-** Construction Crew Member I – re-advertised application review pending, Crew Member II – Dan Burcell hired July 1, Laborer – Gabriel Montgomery hired July 1. Summer Youth: Jason Kelly, Rain Harrison, Nichelle Laffoon, Patrick Tiner, Malford Harrison, Peyton Veach, Cierra Silva, and Brett Burcell hired



FRONT ELEVATIONS



FLOOR PLAN

SUMMARY				
Bedrooms	Baths	Conditioned SF	Carport SF	Quantity
3	2	1553 SF	353 SF	15

# Karuk Homes I LIHTC

SHEET  
1

3 Bedroom

Plan Scale: 3/32" = 1'-0"  
(when printed on 11"x17")

DESIGN DRAWINGS 07.15.2015

Please note: drawings are for presentation purposes and not intended for construction.



TRAVOIS

30 W. 10TH STREET  
DENVER, CO 80202  
303.733.8888





FRONT ELEVATIONS



100 WEST 10TH STREET  
 KANSAS CITY, MO 64108  
 816.994.8770  
 CUPP@TRVVOIS.COM  
 TRAVOIS

# Karuk Homes I LIHTC

DESIGN DRAWINGS 07.15.2015  
 Please note, drawings are for presentation purposes and not intended for construction.

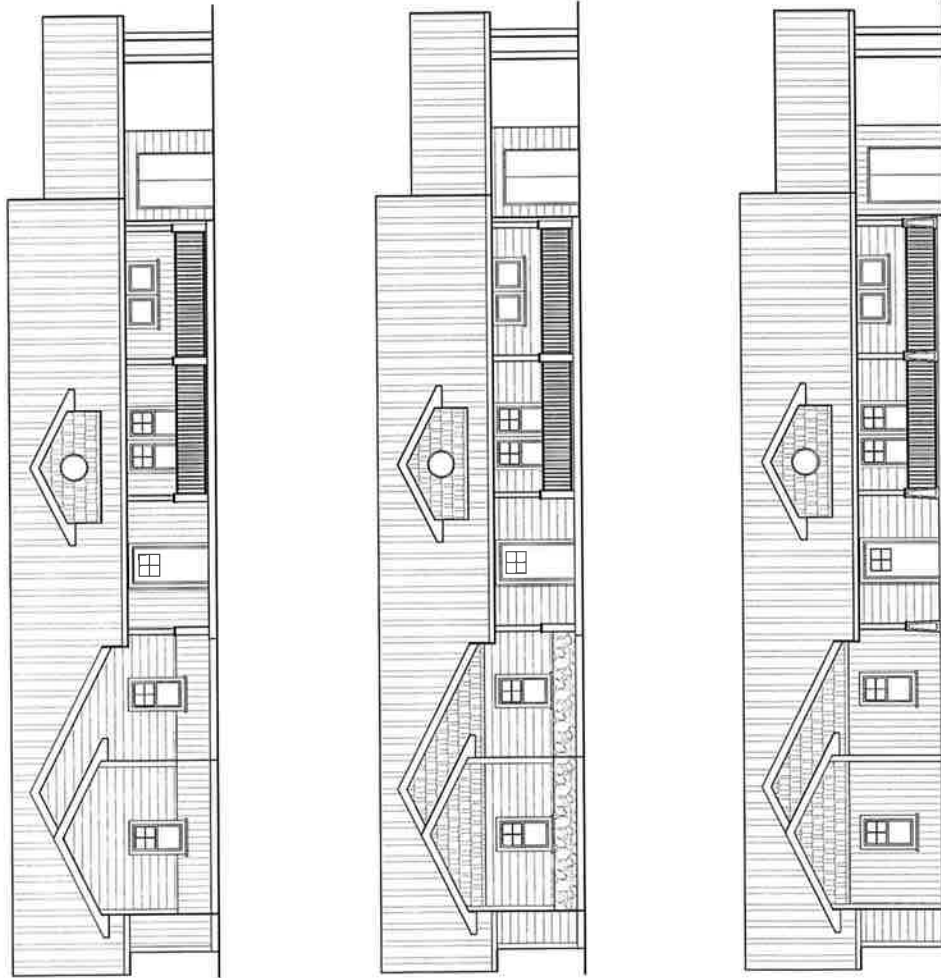


FLOOR PLAN

SUMMARY			
Bedrooms	Baths	Conditioned SF	Carport SF
4	2	1737 SF	353 SF
			Quantity
			13

SHEET  
 2

4 Bedroom  
 Plan Scale: 3/12" = 1'-0"  
 (when printed on 11'x17")



FRONT ELEVATIONS



100 WEST 10TH TERRACE  
 MANASSAS CITY, VA 20108  
 571-444-8700  
 TRAVIS  
 TRAVIS

# Karuk Homes I LIHTC

SHEET  
 3

5 Bedroom

Plan Scale: 3/16" = 1'-0"  
 (when printed on 11"x17")



FLOOR PLAN

SUMMARY				
Bedrooms	Baths	Conditioned SF	Carport SF	Quantity
5	2	2480 SF	333 SF	2

DESIGN DRAWINGS 07.15.2015  
 Please note: drawings are for presentation purposes and not intended for construction.

## DAILY LOG CONSTRUCTION MANAGER

From 6-18-15 to 7-16-15

- 6-18-15 Invoice paperwork. Purchase supplies procurement paperwork. Work on steps to back of shop. Write Council report.
- 6-19-15 Safety Meeting, discuss need to keep work area clean and need for cleaning station at the auto shop-proper equipment and gear. Stop "free handing" with wire brush. Finish back steps at shop.
- 6-22-15 Yreka, Katishraam. Stone work on entry. Sitework for final grade. Clinic, see Daniel and Nate about possible changes to schedule. Discuss changes with Chairman.
- 6-23-15 Grants Pass with Sam for supplies for reunion horse pits
- 6-24-15 . Discuss changes with Chairman.
- 6-23-15 Grants Pass with Sam for supplies for reunion horse pits
- 6-24-15 Yreka, Katishraam. Work on final grade of parking lot. Electrical work at sub panels and main panels. Tile and rock work. Lobby windows are going in. Forming for concrete pads on West side. Communications/Data lines going in under Yellow Hammer.
- 6-25-15 Sick leave
- 6-26-15 PO paperwork. Time cards and mileage sheets. Safety meeting.
- 6-29-15 PO and invoice paperwork. Procurement paperwork. Contract amendment paperwork. Saw cut boards and posts for horseshoe pit backstops
- 6-30-15 PO paperwork. Ranch with Bob to trace out/inspect power lines. Power out to dance pit. Main switch/fuse at transformer is off. Called PP&L, waiting to hear back. Layout and cut for last three set of horseshoe backstops.
- 7-1-15 Yreka Katishraam, pour sidewalks and streetlight columns. Electrical fixtures and connections. Clean gym floor. Tile and FRP work in bathrooms. Set heat pumps.
- 7-2-15 Invoice paperwork. Staff meeting to discuss schedules. Review paperwork from I.H.S. for possible help with irrigation systems. Finish building horseshoe backstops.

7-3-15            Holiday

7-6-15            Reunion makeup day

7-7-15            Yreka, Katishraam, forming for pads and sidewalks at main entry. Electrical fixtures. Cabinet and trim work. Stop Jim Wilson Motors for paperwork on vehicle purchase.

7-8-15            Check out storm damage on China Grade Road, clear for traffic. Power pole and line were damaged in wind storm and fell on back end of shop roof. PO paperwork. Check roads at ranch, two trees blocking two different back roads.

7-9-15            Katishraam, concrete finish work on main entry slab. PP&L testing main service panels. Connections on HVAC units. Mount and balance door hardware. Conduit and wiring in streetlight columns. Finish work in Kitchen/serving area. Finish work in bathrooms.

7-10-15          Staff meeting. Go over reunion set up Check stickball field. Invoice paperwork, start to ferry Tribal vehicles to ranch.

7-11-15          Reunion

7-13-15 Time cards and mileage sheets. Yreka, Katishraam. Site work. Concrete work, sidewalk and gutter drain. Electrical work on HVAC, conduit and wiring.

7-14-15          Orleans, measure and show Bob wall to be built in hallway between TANF and DNR. Check HVAC and thermostats in Orleans Clinic.

7-15-15          Yreka, Katishraam. Form up curb and island. Fence in west side HVAC equipment. Trim out lobby. Finish work on HVAC electrical

7-16-15          Safety Meeting. Write Council report.