

**KARUK TRIBE
COUNCIL MEETING AGENDA**

Thursday, October 22, 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.

**** SWEARING IN – Election Committee****

CH) CONSENT CALENDAR

1. Procurement, \$3,089 to purchase battery backup system for Orleans Council Chambers
2. 15-R-131, Reference Funding Agreement, Department of Transportation

EE) APPROVAL OF AGENDA

F) APPROVAL OF MINUTES (October 22, 2015)

H) OLD BUSINESS (Five Minutes Each)

- 1.

I) GUESTS (Ten Minutes Each)

1. Eric Cutright, IT Director
- 2.

II) DIRECTOR REPORTS (Ten Minutes Each)

1. Daniel Goodwin, Maintenance Supervisor
2. April Attebury, Judicial Systems Administrator (written report)
3. Dora Bernal, HR Director (written report)
4. Lester Alford, TANF Director (written report)

5. Leaf Hillman, DNR Director (written report)
6. Scott Quinn, Director of Land Management (written report)
7. Sandi Tripp, Director of Transportation (written report)
8. Emma Lee Perez, Contract Compliance (written report)
9. Dion Wood, TERO/Childcare Director (written report)
10. Erin Hillman, KTHA Director (written report)
11. Laura Mayton, Chief Financial Officer (written report)
12. Bari Talley, People's Center Coordinator
13. Alan Merrill, Education Coordinator
14. Fatima Abbas, General Counsel
15. Karen Derry, KCDC Operations Manager

K) REQUESTS (Five Minutes Each)

- 1.

M) PHONE VOTES (Five Minutes Each)

1. Request \$1,020 for the People's Center budget to pay honorariums. Did not pass.
2. Request approval to continue complaint under investigative stage. Passed.
3. Request approval of resolution 15-R-134 N7 grant proposal. Passed.
4. Request approval to offer Planning Director position after screening determined one qualified applicant. Passed.

M) INFORMATIONAL (Five Minutes Each)

- 1.

N) COMMITTEE REPORTS (Five Minutes Each)

1. TERO Meeting Minutes

OO) CLOSED SESSION (Five Minutes Each)

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

P) SET DATE FOR NEXT MEETING (December 17, 2015 at 3PM, Orleans, CA)

R) ADJOURN

**Karuk Tribe – Council Meeting
October 22, 2015 – Meeting Minutes**

Meeting called to order at 3pm by Secretary/Treasurer, Joseph Waddell.

Present:

Joseph Waddell, Secretary/Treasurer
Renee Stauffer, Member at Large
Elsa Goodwin, Member at Large
Arch Super, Member at Large
Charron Davis, Member at Large
Josh Saxon, Member at Large
Alvis Johnson, Member at Large

Absent:

Russell Attebery, Chairman (excused)
Robert Super, Vice-Chairman (excused)

Sonny Davis completed a prayer and Jody Waddell read the Mission Statement aloud for the audience and attendees.

Agenda:

Elsa Goodwin moved and Renee Stauffer seconded to approve the agenda with changes, 6 haa, 0 puuhara, 0 pupitihara.

Minutes of September 24, 2015:

Elsa Goodwin moved and Renee Stauffer seconded to approve the minutes, 5 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

Guests:

1.) Camilla Vega, Program Assistant UCSC:

Camilla is present to discuss SCOUT from the UCSC. She wanted to make the resource available to Tribes. She announced the opportunity for many scholarships available to rural communities and Tribes. There are online high school opportunities and everything where access is given online for accommodating rural areas, and several other resources open to all California students. She provided her business cards for the Council and staff to be in touch to obtain additional information.

2.) Pat Hobbs, Children & Family Services:

Pat is present to seek approval of an ICWA Committee Member to attend a meeting on 10/27 in Sacramento.

Josh Saxon moved and Elsa Goodwin seconded to approve travel for Committee Member Millie Grant to Sacramento, CA. October 27, 2015, 6 haa, 0 puuhara, 0 pupitihara.

3.) Harold Peters, Sr., Tribal Member:

Harold Peters is present to address the Tribal audience on claims about the Siskiyou County Indian Association. Harold noted that the Karuk Tribe does not do anything, including Arch Super. Jody advised not to make any threats and to keep the comments mellow. Harold expressed his concerns over notifying Tribal Council Members and previous Members of the constant issues

with the SCIA and they have never done one thing to assist him. Elsa asked if anyone contacted him after and Harold advised that no one got back to him regarding his several requests. Harold commented that he is not threatening but he has three dead brothers and next time he comes in here, he will have to do something to this Tribe. He further noted that the Quartz Valley Tribe and the Karuk Tribe let go of the reservation and now that there is a casino coming over to Yreka, the whole County is hoarding Tribal Members through the systems, such as the pharmacy services for example. He noted that the Tribe built the houses in Yreka when they had a reservation in the Valley; and the County killed three of his brothers; and the Tribe gave up their rights to the reservation status. He is going to do something about this and the Tribe is putting them off too long. He noted that he will do something and it will be large. Harold stated that Bud, Beck and Little Man was Chairman and so was the other Montague man that sold the Karuk people out. Harold insisted that the Council left him and no one listened to the Elders and he is an original reservation Indian in which fights for his rights. He has requested assistance but the County wants to enforce regulations but he is on the reservation and shouldn't have to succumb to their jurisdiction. Harold asked what the Indians get. He noted that the grants that are received but where does that money go. Harold noted that the Tribal Council runs him down any damn way they can and he will make it hard on the Tribe any way he can. He is sorry for the little interruption but the Council should listen to the Elders once in a while. When elders get old the Council discards them and doesn't listen to them. He advised again that he will be in contact with the Council and get a good lawyer to be in touch. He announced that is all he has to say and he just wanted to let the Council to be aware of his concerns. He walked off.

4.) Eric Cutright, IT Director:

Eric is present to seek a letter of support to Siskiyou Telephone for a grant application that they are submitting.

Eric noted that from an IT perspective this is a good concept. Josh advised that there may be some concern about the cultural areas. Eric did provide the Tribes possible concern to Siskiyou Telephone and they have advised that they will continue to work with the Tribes THPO and SHPO office and will consult with them via the NEPA and CEQA process. They will attempt to avoid anything outside of what has already been disturbed and they will follow the cultural monitor requirements. The grant will provide services at or near Ti Bar and Clear Creek. Josh asked if Sandi remembers this coming up from KRAB. Sandi believes that in past years when the Tribe worked with Siskiyou Telephone, Leaf provided areas of concern. Sandi then went on to explain that they adhered to the cultural monitors at one time and then they suddenly changed. Elsa commented that that Siskiyou Telephone was working up Salmon River and they did not comply with the cultural monitor requirements. Elsa would like to have something in writing that there are assurances for onsite monitors in those sensitive areas at all times. Eric will work on that revised letter and present it back to the Council.

Director Reports:

1.) Daniel Goodwin, Maintenance Supervisor:

Daniel is present to review his report. A large project was painting the DNR building. During this process there was a major issue with their plumbing/septic system. He reviewed the issues and began working toward the fixes to the septic system. The grease trap in the kitchen needs repairs but due to it being outdated and ordering supplies, the crew is fabricating equipment. Josh asked if the locations have been put on plans and so in twenty years the staff can follow the process in locating the buried septic system. The building is being finished up and they are doing their best to document locations and determine what fixes are needed, long term.

The prep time took a bit at DNR because the building hasn't been painted since he can remember. The crew did some other work in Orleans while there to best utilize the days that they worked in the area. The building has settled over the years, and the Orleans Council Chambers doors cannot be adjusted. He will continue to work on this with the possibility of installing new doors. Daniel commented that the original contractor had a hard time getting those doors in there, so they will continue to have issues, but they will work toward a fix.

The work on the front door at the clinic has now been fixed. An electrician provided a repair which was lower in cost.

Bud Johnson moved and Sonny Davis seconded to approve Daniel's report, 6 haa, 0 puuhara, 0 pupitihara.

2.) Leaf Hillman, DNR Director:

Not present, written report provided.

Josh Saxon moved and Bud Johnson seconded to approve Leaf's report, 6 haa, 0 puuhara, 0 pupitihara.

3.) Bari Talley, People's Center Coordinator:

Not present, report provided.

Elsa noted that Bari has three action items. One is to get the humidifier repaired, allow atry documentation to be aired on their public access channel, and then to ask for a People's Center Facebook.

Items will all be tabled to closed session and/or to the Planning Meeting.

Arch Super moved and Renee Stauffer seconded to table Bari's report, 6 haa, 0 puuhara, 0 pupitihara.

4.) Scott Quinn, Director of Land Management:

Scott is present to review a request from Siskiyou County and the drafted response to the Siskiyou County's 2015 Greenway Project. It is slated to cross a portion of the Tribes property in Yreka. He provided an explanation of the project along Yreka Creek and on the Tribal property with the anticipated work to be done. Scott explained that the project that will be on tribal land would be about 5 acres. He believes in theory it isn't a bad idea, but it may limit what is done in that area in the future. He believes that having some of the disposal on the Tribes acreage may produce the ability to raise the Tribes property out of the flood plain and that may be useful. Scott did include some concerns in the project and outlined them for the County.

Scott commented that he threw some items in the document in which the County is customarily imposing on the Tribe. Josh asked if this is strictly water or if this includes fish. Josh advised that as this moves forward if the County wants to do some activity including fisheries restoration, then they shall contact DNR staff for specialty opinions. Scott agrees and he included THPO language. Scott advised that there can be some agreements in place that would not impact the property or future planning for the Tribe.

It was discussed that the County was reluctant in assisting the Tribe and imposed frivolous restrictions. However, the Tribe may submit positive comments in which protects their property, resources, and is reflective of the Tribes values to restoration efforts.

Elsa Goodwin moved and Renee Stauffer seconded to approve the Karuk Tribes comments on the County Greenway Project, 6 haa, 0 puuhara, 0 pupitihara.

He then provided informational report on his trip for Indian Land Symposium.

Scott briefed his report including that the Tebbe Property is now in trust and the deed is recorded. He thanked Arch Super for filing the paperwork for him. The property taxes savings is approximately \$2,000.

The Adamson property is in trust and the deed recorded. Josh asked if the Tribe can start a Title Company. Fatima advised to consider the pros and cons and then the Tribe can do what it wants, within law. Scott went back to updating the Council on the other pending properties and the status of them.

Elsa Goodwin moved and Renee Stauffer seconded to approve Scott's report, 6 haa, 0 puuhara, 0 pupitihara.

5.) Sandi Tripp, Director of Transportation:

Sandi has no action items, but she is present to brief the Council on her monthly activities. She commented that the Phase I of the Red Cap Road is completed. She reviewed what the Red Cap bikeway project. She thanked the Tribal Council for their support throughout the process and it is a really exciting thing.

Assup Road is the parking facility at the Orleans Clinic, which was recently completed. Bucky and his crew did the work including seal coat and striping of that parking lot.

Bucky and his crew did Yellowhammer facility. It was near the laundry mat and housing maintenance parking facility.

Happy Camp Street Scapes is underway with Caltrans and they have been working on this for quite some time. Sandi will begin working with Caltrans on the public scoping discussions.

Tishanik bikeway includes two projects; which is upper road and lower road. This project is in conjunction with FEMA and it will be worked on for next summer.

The Orleans Community safety corridor project will include a safety element, with lighting and landscaping. It will enhance the community which will provide slower traffic.

Sandi then commented that she will work with the KRAB on Katiimin Road. She was advised to work with ceremonial leaders as well, which Sandi affirmed she would definitely do that. She will be working on this for the next year or two.

For Itroop Road she will be working with Erin and others on a road extension, providing an access from the current road to the Evans property.

She commented that she heard that the Somes Bar Work Station may be removed at some point and she will discuss that further with the Tribal Council before funding is spent on that.

She is in the process of doing a long range transportation plan which she submitted an outlook invite to those that she has identified that may provide input.

She provided an overview of the stage services. Josh asked why the two drivers are part time. Sandi noted that this is because there are hour requirements on the buses and it is to maintain compliance, also to reduce costs. Josh requested to have two to three options with the cost associated with each. In the review with the Council she provided the current costs and its due date is February. She will work on a few options with costs for the Tribal Council.

Josh Saxon moved and Renee Stauffer seconded to approve Sandi's report, 6 haa, 0 puuhara, 0 pupitihara.

6.) Dora Bernal, HR Director:

On travel, report provided.

Elsa Goodwin moved and Bud Johnson seconded to approve Dora's HR reports, 6 haa, 0 puuhara, 0 pupitihara.

7.) Lester Alford, TANF Director:

Lester's report was not included in the packets. He noted that his report is too large due to the PDF size and some attached documentation he cannot send. Lester did receive the NEW funding and is operating under it this fiscal year.

He advised that the facility in which he is housed now is not ADA compliant. He continues to work on the ACF request to provide remodeling funding for the Yreka Clinic. This is ongoing.

He is working on an MOA with the friendship house that allows for services in a facility including mental health services. Elsa noted that the Tribe may be able to assist but if the client goes to an outside facility then they may not be eligible for services. Elsa asked if there was a way to do an MOA in Humboldt County and get a reduced cost services. Lester will evaluate this and continue to work toward accessing services that the clients need.

Elsa Goodwin moved and Renee Stauffer seconded to table Lester's report to Thursday's meeting, 5 haa, 0 puuhara, 1 pupitihara (Josh Saxon).

8.) Emma Lee Perez, Compliance:

Emma Lee is present to review her report. The ICDBG grant application has been submitted.

Since she provided her report she has reviewed several more contracts and grant applications. She also reminded the staff and Council the requirements on resolutions, agreements, and contracts.

She participated in a pre-bid conference call with Jill Beckman. This was a good opportunity, which she will recommend at other times.

She has been working with finance and Tom Fielden on the repeaters for FEMA.

Josh asked if the language grants are under her prevue. Emma Lee commented that yes the grant was written that way but she is unsure if the supervision has to be under compliance. Arch asked if Susan Gehr was hired through the grant. Josh provided an explanation on the language expertise and how Susan was hired and written into the grant to secure the funding.

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

9.) Dion Wood, TERO / Childcare:

Dion is not present, on travel, report provided.

Renee Stauffer moved and Elsa Goodwin seconded to approve Dion's report, 6 haa, 0 puuhara, 0 pupitihara.

10.) Erin Hillman, KTHA ED:

Erin is present to review her report and seek approval of action items. One is to approve an updated position description for a custodian for KTHA.

Arch Super moved and Sonny Davis seconded to approve the revised custodian position description, 6 haa, 0 puuhara, 0 pupitihara.

She then sought approval of amendment (2) to the Indian Housing Plan. The HUD reviewers completed a review and HUD is recommending breaking out approvals and tracking of NAHASDA homes and units. She will bring the 2016 back as well for an amendment and moving forward it will be broken out. It was not a finding but a recommendation in which the KTHA will comply with. It is under resolution 15-R-118 for amendment (2).

Josh Saxon moved and Renee Stauffer seconded to approve resolution 15-R-118, 6 haa, 0 puuhara, 0 pupitihara.

She is working with Fatima, Ed and others on three tracks of the Tax Credit projects. They will be working on three different tracks simultaneously. She has begun the annual performance report for 2016.

Rachel Lyons is new to KTHA and has recently been hired to the Yreka Wellness Center. Arch inquired about volleyball access in the Yreka Wellness Center. He will inquire about this with Rachel.

The Orleans Water Supply feasibility study has provided two within budget prospects. There have been two responses for the trust application RFP's as well. That information will be evaluated and moving forward.

Josh asked if there are before and after pictures for the NRCS project in Happy Camp for the Newsletter. Erin commented that she may be able to find some before and after photos.

Renee Stauffer moved and Josh Saxon seconded to approve Erin's report, 5 haa, 0 puuhara, 0 pupitihara (Elsa absent for vote).

11.) Laura Mayton, CFO:

Laura is present to briefly update her report.

She noted that next week there will be a meeting with CSC to finalize the negotiations regarding the Indian Health Services CSC settlement. She is hoping for progress there.

The FY16 indirect cost proposal is through initial review. And the audit process will now begin.

Josh asked for a briefing on the financial health of the Tribe.

Laura announced that the financial health of the Tribe is very good. The Tribe administers over 100 grants, compacted services through BIA and IHS. Additional programs have been added and they all maintain their compliance. The annual budget for the Tribe is 25million, 4 million from KCDC, and 15million for KTHA. The Tribe is on the verge on breaking ground on the casino, which is a huge success; because the Tribes reputation was so overwhelmingly satisfactory that it is eligible and able to take loans for future growth. The construction budget is firming up and the overall fiscal structure of the Tribe is moving forward and in outstanding financial health.

Elsa Goodwin moved and Renee Stauffer seconded to approve Laura's report, 6 haa, 0 puuhara, 0 pupitihara.

12.)April Attebury, Judicial Systems:

April is present to review her report. She has one action item. She was going to seek approval of an agreement with Siskiyou County but April has listed numbers of items that she does not believe that she can recommend that the Tribal Council sign. It needs to have official letterhead, proper signature authority, etc. Josh would like to have Somes Bar included throughout the document since that area is within Siskiyou County. April is hoping to have a more professional document for the Council to sign.

April provided an overview of her report. The Judicial system has three new grants and she provided an update of what services they will provide. Tribal Member, Harold Peters asked if this has anything to do with what he discussed earlier. April noted that she came into the meeting late and may have missed his presentation to the Tribal Council. She is not sure of the specifics of his need, but can meet with him at a later time to evaluate services the new grants will provide.

The candlelight vigils both start at 5:15pm. The Strategic plan project ends in March and it will be finalized to provide the Judicial Program a working document.

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

13.)Alan Merrill, Education Coordinator:

Alan is present to provide his report. He updated the Council on his activities. He explained that the Tribe has finished some steps to follow students through their educational process, but really needs to fine tune the process to track the children.

He has met with all 10 schools in the service area, with some by alternate means, but even email communication is better than no communication. He commented that a Youth Council has been designed and he is going to get them up and running.

There have been 8 tutors hired and he will set some face-to-face meetings with them to have their contract compliance and outcome expectations discussed.

He has collaborated with Rachel Lyons for the Yreka Wellness Center and he would like to incorporate some education activities in that space.

Alan has worked with the Computer Centers to allow for academics at the sites, to ensure some assistance is done through those outlets.

He has been having some issues with the schools regarding confidentiality of the staff. He believes that this is common with some school districts and he is working through those challenges.

He and Emma Lee are going to be traveling to Washington DC on education funding.

Jody asked that Alan provide a written report to the Council in compliance with written format, in advance, and copies if they are late. Alan commented that he will work on this, he is fairly new and apologized.

Elsa Goodwin moved and Josh Saxon seconded to approve Alan's report, 6 haa, 0 puuhara, 0 pupitihara.

14.) Fatima Abbas, General Counsel:

Fatima is present to review her report. She noted that she has been attending meetings since she started. She has been meeting with departments and reviewing legal needs that they may have. She has met with Dion, Dora, Alan, DNR, Erin and she will have recommendations on legal matters to present to the Tribal Council as identified issues arise.

She attended a lawyer's conference and in particular concerns regarding PL280. She noted that some tribes are moving toward this but there are a lot of funding problems. The Yakima Tribe, for example has made some changes, but she strongly recommends review to determine what works for the Karuk Tribe. She attended several panels on easements, water quality, and other items pertaining to the Tribe at recent training.

She has been reviewing several items and developing review of legal documents internally.

Scott asked if the conservation easements are on public land. Fatima noted that some are on private and public land. Fatima would like to look at the Tribe purchasing land and then provide itself an easement through a non-profit, but again, she would like to review these types of options.

Josh Saxon moved and Elsa Goodwin seconded to approve Fatima's report, 6 haa, 0 puuhara, 0 pupitihara.

15.) Karen Derry, KCDC Director:

Karen is present to provide her report and review it with the Tribal Council. She provided an overview of the activities of Head Start and the items that are quickly getting underway.

NVYS is moving along and the end of the year report is getting done.

Technical Assistance has been requested for a biomass feasibility study. She is anticipating a site visit. She has been working with the WKRP on this.

Josh asked about some solar discussions regarding dam removal. Karen noted that there needs to be a meeting with PacifiCorp and Josh asked to be kept in the loop regarding those discussions.

She continues to work on the Head Start Director Position description but that may take up to a couple months to finalize. In the meantime the Deputy Director will be covering. Josh asked why this would take a couple months. Karen noted that there are extensive edits that are needed and several tasks that have to be in place for approvals. The generator is up and running and it will be tested to ensure it works.

Elsa Goodwin moved and Renee Stauffer seconded to approve Karen's report, 6 haa, 0 puuhara, 0 pupitihara.

Closed Session:

Sonny Davis moved and Bud Johnson seconded to allow casino development and related tasks to be assigned addition to position and allow compensation at the rate of pay \$50 per hour, 4 haa, 1 puuhara (Elsa Goodwin), 0 pupitihara. (Estimated year and/or ribbon cutting).

Josh was brought back into the meeting at 1:51pm.

Consensus: to allow the signature and official letter of opposition of HR8.

Josh Saxon moved and Bud Johnson seconded to approve the watershed and crew to do some work at Oak Knoll while enroute to the Tribe's casino property, 6 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Bud Johnson seconded to approve the revised finance assistant position to include broadband, 6 haa, 0 puuhara, 0 pupitihara.

Reminder: press policy be sent to the staff and encourage Council Member participation but adherence to the policy.

Consensus: to draft a Planning Director position description and allow restructuring from RFP option. Final documents shall be presented back to the Tribal Council.

Informational: to advise Education Coordinator to monitor work done by local schools to be fair and to provide teamwork toward the educational goals of the students.

Directive: to refer two incidents back to KTHA BOC to provide immediate recommendation. 1) no-rehire status shall be reported to the BOC and then they shall forward an official recommendation to the Tribal Council. 2) to have KTHA BOC be advised of the need and mission of the Tribe, and to provide a recommendation on options for family.

Consensus: to evaluate funding options with the CFO regarding rehabilitation services needed and program being underfunded.

Consensus: to view the Social Worker applicants for Happy Camp and re-discuss a transfer if indicated.

Consensus: for Council Member, Josh Saxon to contact former employee and advise of legal documents in their possession and equipment.

Josh Saxon moved and Elsa Goodwin seconded to provide General Counsel as representative on overpayment appeals for Medicare, 6 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Elsa Goodwin seconded to authorize General Counsel to submit appeals to Medicare on behalf of the Karuk Tribe moving forward, 6 haa, 0 puuhara, 0 pupitihara.

Consensus: to accept the press release with minor edits.

Arch was excused from the meeting.

Consensus: to draft a letter including five specific questions and to allow five days for an official response.

Arch re-entered the meeting at 10:12pm.

Josh Saxon moved and Renee Stauffer seconded to approve agreement 16-A-002, 5 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

Renee Stauffer moved and Josh Saxon seconded to approve a certificate of insurance for the tap dance group, 6 haa, 0 puuhara, 0 pupitihara.

Consensus: for Buster issue a notice to staff about being vigilant about VISA cards and to possibly include a portion of the fiscal policy about fraud prevention.

Consensus: to add JP to the delinquent list for the total amount and not employee NP.

Renee Stauffer moved and Sonny Davis seconded to allow lodging for Josh/Renee in Yreka, 4 haa, 0 puuhara, 2 pupitihara (Josh/Renee).

Informational: the Tribal Reunion needs to be moved to accommodate several different needs, discussion is spring.

Informational: discussion on the possibility of having one annual Membership meeting per year.

Renee Stauffer moved and Sonny Davis seconded to approve the press release with changes regarding the WSRP, 6 haa, 0 puuhara, 0 pupitihara.

Informational: discussion on the opportunity to develop a judicial committee. Fatima, a Council Member, and Planning Director could be developed at first.

Informational: Arch Super advised to monitor the follow-up lists and to continue them so there is follow through on items and assignments.

Employee drawing: Clarence Harold White III

Next Meeting Date: November 19, 2015 at 3pm in Happy Camp, CA.

Elsa Goodwin moved and Sonny Davis seconded to adjourn at 10:53pm, 6 haa, 0 puuhara, 0 pupitihara.

Respectfully Submitted,

Joseph “Jody” Waddell, Secretary/Treasurer

Recording Secretary, Barbara Snider

Karuk Community Health Clinic

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

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

Karuk Tribe Consent Calendar
Tribal Council Meeting – November 19th, 2015

IT: Procurement

- Approval of procurement in the amount of \$3,089 to purchase Battery Backup system for Council Chambers in Orleans. IT chose the lowest bidder.

Transportation: Routine Funding Agreement

- Requesting approval of resolution 15-R-131 for Reference Funding Agreement (RFA) Number DTFH69-16-H-00051- Department of Transportation in the amount of \$54,960.21.

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

Requestor: Eric Cutright **Date:** November 9, 2015

Dept/Program: Information Technology **Funding Source:** 1020-15-7506.00

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 Three quotes Sealed Bid Competitive Proposal

COMPARATIVE SUMMARY (Minimum of Three Required)

Company Name	Date	Price	Contact/Phone	Indian Y/N
CDW Government, Inc.	11/6/2015	\$ 3,089.69	Charlie 877-325-5320	N
Zones, Inc.	11/4/2015	\$ 3,199.78	Erik 253-205-3892	N
Vantage Point Crop	11/3/2015	\$ 3,249.95	Raffy 262-997-4386	N

Name of Selected Vendor: CDW Government, Inc.

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: This purchase is for an improved battery backup system for the council chambers in Orleans.

**** REQUIRED SIGNATURES ****

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

Eric Cutright
 Requestor

11/9/15
 Date

Laura Mayton
 **Chief Financial Officer

11-9-15
 Date

Quadee Perez
 **Director, Administrative Programs & Compliance

11/9/15
 Date

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

 Date

 Other

 Date

Karuk Tribe of California
For Internal Use Only

**PURCHASE
REQUISITION**

Date: November 9, 2015

Needed by:

Special Instructions:
See attached procurement
documentaiton

Terms:

Ship Via:

To: CDW Government Inc.

Ship To:

Quantity Ordered	Description	Unit Price	Total
1	SURTA1500RML2U APC Smart UPS RT 1500VA	\$904.58	\$904.58
3	SURTA48RMLBP2U APC SMART UPS RT BATTERY PACK	\$509.83	\$1,529.49
1	AP9631 APC UPS NETWORK MANAGEMENT CARD	\$407.72	\$407.72
1	Freight	\$247.90	\$247.90
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Accounting Data

Fund Number	Amount	Approvals
1020-15-7506.00	\$3,089.69	

ATTENTION VENDORS:

THIS IS NOT A PURCHASE ORDER, THIS IS AN
INTERNAL FISCAL DOCUMENT. IT DOES NOT
CREATE ANY FINANCIAL AUTHORIZATION FOR
PURCHASES.

Signature of Individual Requesting P.O.



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GPQL443	1619552	11/6/2015

BILL TO:
 KARUK TRIBE
 PO BOX 1016
 64236 2ND AVE

SHIP TO:
 KARUK TRIBE
 Attention To: ADMIN
 64236 2ND AVE

Accounts Payable
 HAPPY CAMP , CA 96039-1016

HAPPY CAMP , CA 96039-1016
 Contact: ERIC
 CUTRIGHT 530.493.1604

Customer Phone #

Customer P.O. # APC REQ QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHARLIE CRAWFORD 877.325.5320	UPS Ground (2-3 days)	Net 30 Days-Govt-Federal	GOVT-EXEMPT

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1493634	APC SMART UPS RT 1500VA 120V RK TWR Mfg#: SURTA1500RML2U Contract: Premier - Council Connections PP-IT-133	904.58	904.58
3	1606277	APC SMART UPS RT 48V RM BATT PACK Mfg#: SURTA48RMLBP2U Contract: Premier - Council Connections PP-IT-133	509.83	1,529.49
1	1745320	APC UPS NETWORK MANAGEMENT CARD 2 Mfg#: AP9631 Contract: Premier - Council Connections PP-IT-133	407.72	407.72
SUBTOTAL				2,841.79
FREIGHT				247.90
TAX				0.00

US Currency

TOTAL 3,089.69

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 847.371.7251

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

ZONES™

Connecting Business & Technology

11/4/2015

Bill To:

KARUK TRIBE A/P
PO BOX 1016
HAPPY CAMP, CA 96039
Phone : (530) 493-1600

Ship To:

ERIC CUTRIGHT
KARUK TRIBE
64236 2ND AVE
HAPPY CAMP, CA 96039
USA

Account # 0056979248

Quote : K0141103
PO# : APC equipment

Software prices subject to change

Hardware quotes are valid for 7 business days

Memory Prices are valid for 24 hours only, call for verification

REMIT PAYMENT TO:
ZONES INC
P.O. BOX 34740
SEATTLE WA 98124-1740

**PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES ACCOUNT EXECUTIVE
VIA FAX OR EMAIL**

Erik Brody
Account Executive
Phone:(253) 205-3892
Fax:(253) 205-2892

Email:Erik.Brody@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
A 02537056	1	SCHNEIDER ELECTRIC IT USA, INC	APC Smart-UPS RT 1500VA Rack Tower - UPS (rack-mountable) - AC 120 V - 1.05 kW - 1500 VA - RS-232 USB - 6 output connector(s) - 2U	SURTA1500RMXL2U	997.41	997.41
A 02541321	3	SCHNEIDER ELECTRIC IT USA, INC	APC Smart-UPS RT 48V RM Battery Pack - Battery enclosure (rack-mountable) - 2 x lead acid - 2U	SURTA48RMXLP2U	562.60	1687.80
A 02859735	1	SCHNEIDER ELECTRIC IT USA, INC	APC Network Management Card 2 with Environmental Monitoring - Remote management adapter - EN Fast EN - 10Base-T 100Base-TX	AP9631	331.63	331.63
			John Green - Zones, APC Brand Specialist Please consult account executive on negotiations for pricing and shipping. Thank you!			

ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Sub-Total: \$3016.84

Estimated Sales Tax: \$0.0

FedEx Ground: \$182.94

Grand Total: \$3199.78

Visit us on the web: <http://www.zones.com>

24 Mo. \$1 Out lease for 160.56 per month

36 Mo. \$1 Out lease for 115.03 per month

Please Note: Lease Amounts Exclude Tax

Zones, Inc
1102 15th St. SW Suite 102
Auburn, WA 98001
Phone: (800) 419-9663



CERTIFIED
as an NMBEC
**MINORITY BUSINESS
ENTERPRISE**
by the NMSDC

Shipping Terms: For all shipments, Zones will arrange for shipping to the customer's destination; however, such costs are the responsibility of the customer. For shipments made during the seven calendar days preceding the end of each calendar quarter, title and risk of loss will pass to the customer upon delivery by Zones to the carrier. For all orders shipped within this seven day period, Zones will obtain third-party insurance at its own expense and will assist the customer in filing any claims with the insurance company arising from loss or damage to the shipment during transit. Prices are quoted by volume, and are subject to change without notice. Products sold by Zones are third party products and are subject to the warranties and representations of the applicable manufacturers.
RETURNS: No returns will be accepted without a Return Authorization (RA) Number, requested within 14 days from the invoice date. Software licensing and special-order products are non-returnable. Other products are subject to manufacturer return policies and restrictions. Additional Terms and Conditions apply and are available on our website.

WE APPRECIATE THIS OPPORTUNITY TO EARN YOUR BUSINESS, AND LOOK FORWARD TO SERVING YOU SOON! THANK YOU!

Confidential (Internal Only)



Vantage Point Corp
 5700 77th Street
 Kenosha, Wisconsin 53142
 United States
<http://www.BuyVPC.com>
 (P) 262-898-2410
 (F) 262-898-7003

Quote (Open)	
Date Nov 04, 2015 11:02 AM CST	Expiration Date 12/03/2015
Doc # 30986 - rev 1 of 1	
Description None	
SalesRep Asdigian, Raffy (P) 262-997-4386	
Customer Contact Cutright, Eric (P) 530-493-1600 ext. 2049 ecutright@karuk.us	

Customer
 Karuk Tribe (KT3809)
 Cutright, Eric
 64236 Second Avenue
 Post Office Box 1016
 Happy Camp, CA 96039
 United States
 (P) 530-493-1600

Bill To
 Karuk Tribe
 Cutright, Eric
 64236 Second Avenue
 Post Office Box 1016
 Happy Camp, CA 96039
 United States
 (P) 530-493-1600 ext. 2049

Ship To
 Karuk Tribe
 Cutright, Eric
 64236 Second Avenue
 Post Office Box 1016
 Happy Camp, CA 96039
 United States
 (P) 530-493-1600 ext. 2049

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	List Price	Qty	Unit Price	Total
1		APC Smart-UPS RT 1500 Rack Tower UPS (rack-mountable) - AC 120 V - 1.05 kW - 1500 VA - RS-232, USB - 6 output connector(s) - 2U - black	SURTA1500RXML2U	\$1,605.00	1	\$949.99	\$949.99
2		APC Smart-UPS RT 48V RM Battery Pack Battery enclosure (rack-mountable) - 2 x lead acid - 2U - black - for P/N: SURTA1500RXML, SURTA2000RXML	SURTA48RXMLBP2U	\$902.00	3	\$599.99	\$1,799.97
3		Schneider Electric - UPS NETWORK MGMT CARD 2	AP9631	\$469.00	1	\$349.99	\$349.99

Thank you for the opportunity to serve your technology needs.

Vantage Point has received your request. Please take a moment to review the attached Quote for accuracy and completeness.

If you find any discrepancies or need further assistance, please feel free to contact your Vantage Point Corp account executive manager.

Thank you for choosing Vantage Point Corp--
 -VPCinnovations.com

*PLEASE NOTE: To read this attachment, you must have Adobe Acrobat Reader

Subtotal: \$3,099.95
 Tax (0.000%): \$0.00
 Shipping: \$150.00
Total: \$3,249.95

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Sandi Tripp DATE: 10/26/2015

DEPARTMENT: Department of Transportation

DEADLINE: 11/19/15 AMOUNT: \$54,960.21 DATES FROM: 10/1/2015 TO: 9/30/2016

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

Approval for Referenced Funding Agreement (RFA) Number DTFH69-16-H-00051 with the Department of Transportation Federal Highway Administration for FY 2016.

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

COMMENTS:


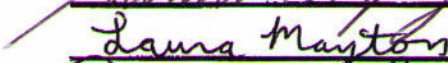
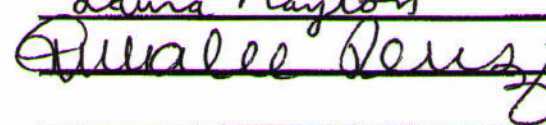
COMPLIANCE:

Minor changes to resolution ✓ SS

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*		DATE
CFO*		DATE <u>11-2-15</u>
COMPLIANCE*		DATE <u>10/30/15</u>
CHAIRMAN	_____	DATE _____
OTHER	_____	DATE _____



RESOLUTION OF THE KARUK TRIBE

Resolution No: 15-R-131
Date Approved: November 19, 2015

RESOLUTION AUTHORIZING THE REFERENCED FUNDING AGREEMENT (RFA) NUMBER DTFH69-16-H-00051 WITH THE DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION FOR FY2016 IN THE AMOUNT OF FIFTY-FOUR THOUSAND, NINE HUNDRED SIXTY DOLLARS AND TWENTY-ONE CENTS (\$54,960.21).

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; this is a Referenced Funding Agreement (RFA) between the Karuk Tribe and Federal Highway Administration (FHWA) for FY 2016; and

WHEREAS; the RFA shall be effective as of October 1, 2015, following its approval and execution by authorized representatives of the Tribe and the FHWA; now

THEREFORE BE IT RESOLVED; that the Karuk Tribe authorizes the receipt of the Referenced Funding Agreement for Fiscal Year 2016; and

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the Referenced Funding Agreement (RFA) Number DTFH69-16-H-00051 with the Department of Transportation Federal Highway Administration in the amount of Fifty-four thousand, nine hundred sixty dollars and twenty-one cents (\$54,960.21).

CERTIFICATION

I, the Chairman, hereby certify the foregoing Resolution 15-R-131 which was approved at a regularly scheduled Council Meeting on November 19, 2015, and was duly adopted by a vote of _____ AYES, _____ NOES, _____ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which _____ voted.

Russell Attebery, Chairman

Date

REFERENCED FUNDING AGREEMENT

Pursuant to Karuk Tribe's Tribal Transportation Program Agreement With the Department of Transportation for Fiscal Year 2016

(a) **Authority.**- This agreement, denoted a Referenced Funding Agreement (hereinafter "RFA") is entered into by the Administrator, Federal Highway Administration (hereinafter "FHWA") on behalf of the Secretary of Transportation, and by the Karuk Tribe (hereinafter the "Tribe") (collectively hereinafter the "Parties"), pursuant to the Tribal Transportation Program Agreement (hereinafter "Program Agreement") between the parties for comprehensive transportation planning, research, design, engineering, construction, and maintenance of highway, road, bridge, parkway, or transit facility programs or projects that are located on or which provide access to Karuk Tribe along with related program administration activities, and associated transportation services authorized by Chapter 2 of title 23, United States Code, as amended by Section 1119 of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, (July 6, 2012) and in accordance with the Indian Self-Determination and Education Assistance Act, Pub. L. 93-638, as amended (25 U.S.C. § 450 et seq.), and the Delegations of Authority set forth in 49 C.F.R. 1.85, and by resolution of the Tribal Council.

(b) **Effective Date.**- This RFA shall be effective as of October 1, 2015, following its approval and execution by authorized representatives of the Tribe and FHWA.

(c) **Purpose.**- The purpose of this RFA is to set forth specific conditions for Fiscal Year 2016 funding under the Program Agreement, including terms that identify the specific programs, functions, services and activities (PFSAs) to be performed, the funds to be provided, the time and method of payment, and such other provisions to which the Parties agree.

(d) **Activities to be Performed.**- The activities covered by this RFA and as further detailed in the Tribally-approved Transportation Improvement Program (TIP) attached hereto as an Exhibit are:

- Transportation Planning, including IRR Program inventory update;
- Construction Management;
- Program Administration;
- Design;
- Construction;
- Road Maintenance as authorized by section 202(a)(8)(A) of title 23;
- Repayment of Financing Instruments and IRR Program eligible costs as defined in the Tribe's Advance Construction Agreement;
- Development and negotiation of Tribal-State Road Maintenance agreements as authorized by section 202(a)(8)(C) of title 23.
- Other IRR Program-eligible activities authorized under Chapter 2 of Title 23 or 25 CFR Part 170, as each may be amended by MAP-21, or other applicable law.

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

FY 2016 Tribal Transportation Program Funding and other FLH funds:

TTP Funds	\$	53,738.88
TTP Transportation Planning Funds (2%)	\$	1,221.34
Total Amount for this RFA:	\$	<u>54,960.21*</u>

SUMMARY

Amount of this RFA	\$	54,960.21
Amount provided through prior FY 2016 RFAs	\$	<u>0.00</u>
Total Amount provided to date through FY 2016 RFAs	\$	54,960.21

* The Parties acknowledge that the funds shown in this RFA reflect the initial amounts made available in FY 2016 as a result of the passage of Public Law 114-41 which resulted in 29/366 of FY16 Program levels being made available.

(f) **Eligibility for Additional Funding and Services.**- The Tribe shall be eligible for additional TTP funds on the same basis as other Indian Tribes according to the statutory distribution set forth in section 202(b) of title 23, as well as other funds, not included in this RFA, which are made available to Tribes on a competitive, formula, or other basis, including non-recurring funding. Whenever there are errors in calculations or other mistakes regarding estimates of available funding which may need to be renegotiated, both Parties agree to take action as necessary to correct such errors.

(g) **Time and Method of Payment.**- Subject to the availability of funds, and the execution of this RFA by both Parties, the Administrator shall provide to the Tribe or its designee the funds identified in Section (c) of this RFA in a single advance payment within thirty (30) calendar days. This transfer shall be made electronically. The final amounts available in the fiscal year are subject to the determination of the Tribe's share under Article II, Section 2.B of the TTP Agreement.

(h) **Other Provisions.**-

(1) **Use of Funds Advanced.**- Funds advanced to the Tribe shall be used by the Tribe as permitted under 23 U.S.C. § 202(a) and 25 CFR Part 170, both as amended by MAP-21, other applicable laws, and for the purposes authorized under the Program Agreement. The Tribe reserves the right to reallocate funds among the eligible projects identified on its FHWA-approved Transportation Improvement Program (TIP), so long as such funds are used in accordance with Federal appropriations law. Further, funds advanced to the Tribe pending disbursement for a purpose authorized under the Program Agreement shall be placed in appropriate savings, checking or investment accounts as further detailed in the Program Agreement. As provided in 25 CFR § 170.607, contract support costs are an eligible item out of the Tribe's Program allocation and will be included in project construction budgets prepared by the Tribe. The Tribe

may apply its most current negotiated Indirect Cost Rate to the funds paid under this RFA to determine the amount of funds that may be used by the Tribe to pay eligible contract support cost expenses associated with carrying out the Program Agreement.

(2) **Carryover.** As provided in Article II, Sec. 8 of the Program Agreement, any funds which are paid to the Tribe under this RFA which have not been expended by the Tribe at the conclusion of the Federal fiscal year shall remain in the custody of the Tribe and be used for the purposes authorized herein and under the Program Agreement.

(i) **Amendments.** Except as otherwise provided by the Program Agreement, any modification of this RFA shall be in the form of a written amendment and shall require the signed agreement of the Tribe and the Administrator.

(j) **Notice of Additional Funds.** If the Department of Transportation receives notice of the availability of additional FY 2015 funding for any purpose authorized under the Program Agreement and RFA, including the availability of unspent TTP funds, the Administrator shall promptly notify the Tribe regarding such funding so that the Tribe may access and apply for any funds they may be eligible to receive.

(k) **Fund Availability.** - Unless otherwise noted in this RFA, all funds provided by this RFA do not expire at the end of the fiscal year and are available until expended by the Tribe.

Karuk Tribe

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

By _____
Russell A. Attebery,
Tribal Chairman

By _____
Timothy Hess, Associate Administrator,
for Office of Federal Lands Highway

Date

Date

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

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

Karuk Tribe



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

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

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract
 MOU
 Agreement
 Amendment

Karuk Tribe Number Assigned: 14-A-011
Funder/Agency Assigned: Aan Chúpphan
Prior Amendment: _____

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

Requestor: Eric Cutright Date: October 23, 2015

Department/Program: Aan Chúpphan

Name of Contractor or Parties: American Registry for Internet Numbers (ARIN)

Effective Dates (From/To): November 12, 2015 November 11, 2016

Amount of Original: \$550.00

Amount of Modification: _____

Total Amount: \$550.00

Funding Source: Aan Chúpphan 2661-00-7613

Special Conditions/Terms: LAWS OF VIRGINIA ARBITRATION IN WASHINGTON DC

This agreement automatically renews after 1 year, but the payment is only a single one-time payment. The Tribe will not be charged additional costs when the agreement renews.

Brief Description of Purpose: _____

This Agreement allows the Karuk Tribe d/b/a Aan Chúpphan to receive and operate public internet addresses. The service listed on the invoice attached to this agreement grants the Karuk Tribe an Autonomous System Number, which is used to identify the Karuk Tribe to other Internet providers. Byrecnet requires a waiver of SJ.

** REQUIRED SIGNATURES **

Requestor: Eric Cutright Date: 11/2/15

Chief Financial Officer: Laura Mayton Date: 11-9-15

Director, Administrative Programs & Compliance: Qualee Perez Date: 11/9/15

Director of Self Governance(MOU/MOA) or TERO (Contracts): MD ah (leg) Date: 11-9-15

Other: _____ Date: _____

**AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD.
REGISTRATION SERVICES AGREEMENT**

This REGISTRATION SERVICES AGREEMENT ("Agreement") is made by and between the AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD. ("ARIN"), a Virginia nonprofit corporation, and _____, ("Holder").

1. INTRODUCTION

(a) ARIN is a Regional Internet Registry serving the United States, Canada, and specific designated islands in the Caribbean Sea and North Atlantic Ocean. ARIN is responsible for the registration, administration, and stewardship of Internet number resources in these geographic areas.

(b) For purposes of this Agreement (i) the term "Included Number Resources" means the Internet number resources, which include without limitation registration rights for Internet Protocol ("IP") address space and Autonomous System Numbers ("ASN's"), issued or to be issued to Holder by ARIN, and any other number resources issued to Holder or its predecessor in interest prior to ARIN's inception on December 22, 1997 ("Legacy Number Resources") and specifically identified by Holder as subject to this Agreement; and, (ii) the term "Services" means the services that ARIN provides pursuant to this Agreement with respect to the Included Number Resources to Holder, including, without limitation, the inclusion of the registry entries for IP address space and/or ASN's, reverse name service on network blocks, Resource Public Key Infrastructure ("RPKI"), maintenance of resource records, and administration of IP address space; and (iii) any reference to "number resources" shall mean both IP address space and ASN's.

(c) In addition to the Agreement, the Services are subject to the terms and conditions of ARIN's Number Resource Policy Manual (as amended, supplemented, or otherwise modified as provided under Section 5), and other policies, guidelines and procedures adopted by ARIN (collectively, the "Policies") and published on ARIN's Website located at <http://www.arin.net> (the "Website"). This Agreement and the Policies are referred to collectively as the "Service Terms." In the event of any inconsistency between the Policies and this Agreement, the terms of this Agreement will prevail but solely to the extent of the inconsistency. This Agreement supersedes any prior or contemporaneous agreement between Holder and ARIN for Included Number Resources.

d) Because of the necessary role that ARIN performs for the Internet community, ARIN reserves the right, in its sole and absolute discretion, to amend, supplement, restate or otherwise modify any or all Policies at any time and from time to time, including the right to implement new Policies and/or make some or all Policies obsolete. ARIN will provide notice (pursuant to Section 14(i)) of Policy changes to Holder. ARIN will also publish Policy changes on its Website. Policy changes are effective immediately and binding on Holder upon the earlier of ARIN's notice to Holder or publication on ARIN's Website, at which time the Policy changes shall constitute a part of the Policies. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of such Policy changes.

(e) ARIN may only modify the terms of this Agreement under the following circumstances:

(1) The Board finds an immediate and compelling need to amend the Agreement due to a definable, discrete, identifiable change in relevant statute or caselaw; or

(2) Upon recommendation of the Board and ratification by Member vote.

Upon ARIN changing the terms of this Agreement, ARIN will provide notice of change in writing delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier. The effective date of such a change shall be no earlier than 90 days from the notice. ARIN will also publish the revised terms of the Agreement on its Website. Holder's continued access to or use of any Services after such notice or publication constitutes Holder's acceptance of the revised terms.

2. CONDITIONS OF SERVICE

(a) Compliance. In receiving or using any of the Services, Holder must comply with the Service Terms.

(b) Provision of Services and Rights. Subject to Holder's on-going compliance with its obligations under the Service Terms, including, without limitation, the payment of the fees (as set forth in Section 4), ARIN shall (i) provide the Services to Holder in accordance with the Service Terms and (ii) grant to Holder the following specified rights:

providing the Services in accordance with ARIN's Fee Schedule for Included Number Resources, which is available on the Website. ARIN will have the right to change the Fee Schedule applicable to one or more Services, which change will be posted on the Website, provided that ARIN must set its fees in an open and transparent manner through the ARIN community consultation process. Any change to the Fee Schedule shall be effective upon publication on the Website and shall not be applied retroactively. Legacy maintenance fees cannot exceed the fees charged to comparable non-legacy holders for registration services as set forth in ARIN's Fee Schedule for comparable number resources.

(b) Initial Fees in Advance of Service. Prior to ARIN providing Holder with Services, Holder shall pay ARIN any applicable "initial fees" as set forth in the Fee Schedule, as well as any presently outstanding fees due to ARIN.

(c) Fee Notices and Outcomes. Holder will be notified in writing by an invoice from ARIN to pay its fees. Such invoice will be sent at least 30 days before payment is due. If Holder does not pay the fees due to ARIN under this Agreement when due, ARIN shall provide a second written notice to the Holder that will constitute the notice of delinquency (the "Delinquency Notice"). If Holder fails to make payment in response to the Delinquency Notice within thirty (30) days after the date of such Delinquency Notice, ARIN shall provide Holder with a final delinquency notice and make reasonable efforts to reach Holder telephonically (the "Final Delinquency Notice"). If, for any reason, Holder has not made such payment within thirty (30) days after ARIN provides the Final Delinquency Notice, ARIN has the right to: (i) stop providing Services, and/or (ii) if any invoice remains unpaid six (6) months after payment was due, terminate this Agreement and revoke the Included Number Resources. If the Services are stopped, Holder may have the Services restored if it brings its account current before revocation. To the extent the Included Number Resources have been revoked but not reissued by ARIN, Holder may seek to have such Included Number Resources restored if it contacts ARIN, brings its account current, pays an additional fee that ARIN may prescribe on its Fee Schedule, and signs the then-current Registration Services Agreement.

(d) No Refunds. All fees paid by Holder to ARIN are deemed fully earned upon receipt and are nonrefundable.

5. CURRENT AND FUTURE POLICIES

Pursuant to ARIN's Policy Development Process ("PDP"), ARIN maintains the Policies and may at any time in its sole and absolute discretion amend the Policies, implement new policies (which once amended or implemented, becomes part of the Policies), or revoke existing Policies. Such amendments or new Policies shall be binding upon Holder immediately upon publication on ARIN's Website. Holder acknowledges and agrees to be bound by and comply with the Policies (as amended from time to time), except to the extent the Policies conflict with the terms of this Agreement.

6. REVIEW OF HOLDER'S NUMBER RESOURCES

Whenever a transfer or additional IP address space is requested by Holder, ARIN may review Holder's utilization of previously allocated or assigned number resources and other Services received from ARIN to determine if Holder is complying with the Service Terms. Except as set forth in this Agreement, (i) ARIN will take no action to reduce the Services currently provided for Included Number Resources due to lack of utilization by the Holder, and (ii) ARIN has no right to revoke any Included Number Resources under this Agreement due to lack of utilization by Holder. However, ARIN may refuse to permit transfers or additional allocations of number resources to Holder if Holder's Included Number Resources are not utilized in accordance with Policy.

7. NO PROPERTY RIGHTS

Holder acknowledges and agrees that: (a) the Included Number Resources are not property (real, personal, or intellectual) of Holder; (b) Holder does not and will not have or acquire any property rights in or to Included Number Resources by virtue of this Agreement; (c) Holder will not attempt, directly or indirectly, to obtain or assert any patent, trademark, service mark or copyright in any number resources in the United States or any other country; and (d) Holder will transfer or receive Included Number Resources in accordance with the Policies.

8. IMPACT OF VOLUNTARY RETURN OF NUMBER RESOURCES

Holder may voluntarily return to ARIN any portion of the Included Number Resources. If Holder returns any portion of the Included Number Resources, it may be eligible for certain benefits, including partial or permanent reduction in ARIN fees, as ARIN may from time to time prescribe.

9. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party that: (a) it has the full power and authority to enter into and perform its obligations under this Agreement; (b) the assent to and performance by it of its obligations under this

(c) Holder shall provide written notice to ARIN promptly of the assertion against Holder or any other person of any Claim or the commencement of any Claim, whether or not an Indemnified Party is named or identified in the Claim, alleging facts or circumstances that, in any way, whether directly or indirectly, relate to, arise from, or may be connected with any Service Terms.

12. DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS

(a) **DISCLAIMER OF WARRANTIES.** HOLDER ACKNOWLEDGES AND AGREES THAT THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE INCLUDED NUMBER RESOURCES AND THE REGISTRATION THEREOF, ARE PROVIDED ON AN "AS-IS" BASIS WITH ALL RISKS AND FAULTS ASSOCIATED THEREWITH. EXCEPT AS PROVIDED IN SECTION 9 (REPRESENTATIONS AND WARRANTIES) ABOVE, ARIN MAKES NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND WITH RESPECT TO ANY SERVICES OR ANY INCLUDED NUMBER RESOURCES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION OF REQUIREMENTS, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, TRADE OR USAGE. AND ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS ARE HEREBY DISCLAIMED BY ARIN AND WAIVED BY HOLDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARIN DOES NOT REPRESENT, WARRANT OR COVENANT THAT ANY SERVICE OR INCLUDED NUMBER RESOURCE, OR ANY ACCESS OR USE THEREOF: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS, (iii) WILL MEET HOLDER'S REQUIREMENTS, OR (iv) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE THAT HOLDER USES.

(b) **EXCLUSION OF LIABILITIES AND DAMAGES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, FOR ANY LIABILITIES AT LAW OR IN EQUITY OR FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LIABILITIES OR DAMAGES RELATING TO LOST PROFITS, OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO, OR CONNECTED WITH ANY SERVICES, ANY INCLUDED NUMBER RESOURCES, OR OTHERWISE IN CONNECTION THEREWITH, WHETHER BASED ON CONTRACT, TORT OR ANY CAUSE OF ACTION, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **LIMITATION OF LIABILITY.** IN NO EVENT, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR ANY CAUSE OF ACTION, WILL A PARTY'S LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENTS OR CUSTOMERS OF HOLDER, EXCEED IN THE AGGREGATE THE GREATER OF (i) THE AMOUNT PAID BY HOLDER TO ARIN FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) ONE HUNDRED U.S. DOLLARS (US\$100.00).

13. TERM AND TERMINATION

(a) **Term.** Unless earlier terminated in accordance with the termination provisions of this Agreement, the term of this Agreement shall commence on the date Holder first receives any Service and shall continue for one (1) year thereafter. This Agreement shall renew automatically unless earlier terminated in accordance with the termination provisions of this Agreement.

(b) **Suspension of Services or Termination of Agreement for Cause by ARIN.** ARIN shall have the right to suspend Services without notice to Holder if Holder breaches any of Sections 2(c), 2(d), 4 or 7. In addition, ARIN may immediately suspend Services upon written notice to Holder pursuant to Section 2(e) or if Holder breaches Section 2(d) or Section 11. Upon ARIN's written notice to Holder, ARIN shall have the right to immediately terminate this Agreement for cause for: (i) Holder's failure to pay fees pursuant to Section 4; (ii) Holder's material breach of Section 2(c), Section 2(d) or Section 7; or (iii) pursuant to Section 2(e). If Holder breaches any other provision of this Agreement and such breach remains uncured by Holder (as determined by ARIN in its reasonable determination) for sixty (60) days after the date of ARIN's written notice of the breach, ARIN shall have the right to terminate this Agreement for cause. Holder may utilize Section 14(k) to dispute any ARIN termination or suspension of Services.

ARIN shall provide notice of termination of this Agreement in writing to Holder, delivered by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, or (iii) reputable overnight courier.

any other provisions or consent to any other action, nor will such waiver or consent constitute a continuing waiver or consent or commit any party to provide past or future a waiver or consent.

(e) Severability. If any provision of this Agreement is determined to be illegal, invalid, or otherwise unenforceable by a court or tribunal of competent jurisdiction, then to the extent necessary to make such provision and/or this Agreement legal, valid, or otherwise enforceable, such provision will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision and the remaining other provisions hereof will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to the intention of the parties insofar as possible.

(f) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties and with respect to ARIN, its successors and permitted assigns, and with respect to Holder, its permitted successors and permitted assigns.

(g) No Third-Party Rights. This Agreement is made solely for the benefit of the parties and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than as expressly provided for in this Agreement.

(h) Construction. This Agreement will be construed as if it was jointly drafted by both parties and may not be construed against either one. The word "including" means "including, without limitation." The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision. Unless the context of this Agreement otherwise requires, words using singular or plural number also include the plural or singular number, respectively. The headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of the provisions contained therein.

(i) Written Notice. All "written notice" or notice required or permitted to be given in writing under this Agreement will be delivered to the other party by any of the following methods: (i) hand delivery, (ii) certified U.S. or registered international mail, return receipt requested, postage prepaid, (iii) reputable overnight courier, (iv) electronic mail, (v) electronic messaging via ARIN Online, or (vi) facsimile. If Holder gives notice to ARIN, it must use ARIN's current address, which is currently: ARIN, Attention: Financial and Legal Services Department, 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151, or the following email address: compliance@arin.net. ARIN shall update Holder with any changes to this address by written notice pursuant to this Section. If ARIN provides notice to Holder, ARIN must use the contact information provided by Holder to ARIN during the application process or other contact information provided by Holder in accordance with the terms of this Section. All notices will be deemed received and effective as follows: (i) if by hand-delivery, on the date of delivery, (ii) if by delivery via U.S. or registered international mail, on the date of receipt appearing on a return receipt card, (iii) if by overnight courier, on the date receipt is confirmed by such courier service, (iv) if by electronic mail, 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated, or (v) if by electronic messaging, at the next successful login to ARIN Online by the notified contact.

(j) Force Majeure. Neither party shall be deemed in default hereunder, nor shall either party be responsible for any cessation, interruption, or delay in the performance of its obligations under this Agreement where such failure of performance is the result of any force majeure event, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, civil disturbances, war, terrorism, armed conflict, riots, failure of contractors or subcontractors to perform, labor strike, lockout, boycott, or acts of governmental authorities or any event similar to the foregoing (each a "Force Majeure Event"). In the event a Force Majeure Event extends for a period in excess of thirty (30) days in the aggregate and prevents a party from performing its obligations under this Agreement, the other party may, in its discretion, terminate this Agreement immediately upon written notice to the party affected by the force majeure event. If, pursuant to this force majeure provision, a party terminates this Agreement, ARIN will cease to provide Services under this Agreement and the Included Number Resources will resume the status they had prior to this Agreement.

(k) Governing Law, Jurisdiction, Venue and Dispute Resolution.

(i) This Agreement and the parties' performance under it shall be governed in all respects by, and construed in accordance with, the laws of the Commonwealth of Virginia and, as applicable, the United States of America.

(ii) In the event of any dispute(s) regarding any term or condition or provision or performance or conduct arising out of or relating to this Agreement, the parties each agree to first seek resolution through cooperative settlement negotiations involving themselves or their representatives as they each deem appropriate; and, second, in the event cooperative settlement negotiations are not successful, or do not occur, within thirty (30) days after a party initiates such negotiations, the parties agree that upon the request

Each party hereby accepts, without modification, all of the terms and conditions of this Registration Services Agreement.

Agreed: (This section to be completed by Holder)	Authorized Officer
Legal Name of Company (Holder):	Name (Print):
D/B/A (if any):	Title (Print):
ORG ID:	Signature:
Ticket Number:	Date:
Billing Contact Information if different from authorized officer	Contact Information of Authorized Officer
Name (Print):	Phone:
Title (Print):	E-Mail:
Phone:	Street Address:
E-Mail:	City and State:
Street Address	Postal Code:
City and State	Country:
Postal Code:	
Country:	

American Registry for Internet Numbers, LTD. By: (This section to be completed by ARIN)

ARIN's Authorized Contracting Agent	
Name (Print):	Signature:
	Date:



Remittance Address:

P.O. Box 759477
Baltimore, MD 21275-9477

Mailing Address:

3635 Concorde Parkway, Ste 200
Chantilly, VA 20151
703-227-9886

Bill To:

Karuk Tribe
d/b/a Karuk Tribe
Michael Josephson
64236 Second Avenue
Happy Camp, CA 96039
United States

Invoice No. SI245868
Document Date . . 10/16/2015
Page 1
ARIN Tax ID No . . 54-1860956

Bill To EMail djosephson@karuk.us
P.O. Number
Ticket No 20150812-X512243
ORG ID KT-182
Terms Due Upon Receipt
Due Date 10/16/2015

Description	Quantity	Amount
INITIAL for AS Number	1	550.00

**Please note our new remittance address effective
August 1, 2014**

Total Invoice Amount 550.00

Daily log

Construction Manager

From 10-15-15 to 11-11-15

- 10-15-15 Help crew get started excavating footing from old playground equipment at head Start. Move back hoe from ranch to Head Start. Write Council report
- 10-16-15 Dr.'s appointment
- 10-19-15 Time cards, staff meeting, talk about projects and crew pairings with addition of new staff member. Yreka with Jody to bring truck back.
- 10-20-15 Oak Knoll with Nate to check on roof leak. PO paper work, order supplies.
- 10-21-15 Crew schedules, order supplies. Organize tools to fit in truck tool box. Check on mechanics, update projects.
- 10-22-15 Day schedule, three crew out. Estimate work for new entry lock/keys at Orleans Wellness Center. Communicate with Babbie for plan and agreement.
- 10-23-15 PO paperwork, work schedules. Order drill for new staff member. Payroll. Check on mechanics, order supplies.
- 10-26-15 Medford, Endocrinologist appointment.
- 10-27-15 Yreka for supplies, trim boards. PO paperwork. Research leaf blowers for RV Park/Ellen
- 10-28-15 Grants Pass for supplies, 2 X 4s, OSB, siding. Cave Junction to purchase Stihl leaf blower for RV Park.
- 10-29-15 Crew schedules, order supplies. Work in shop clearing work bench and cleanup in shop.
- 10-30-15 Eye Dr. appointment in Yreka.
- 11-2-15 Time cards, mileage forms. Staff meeting, talk about project status. Help Nate and Will with electrical diagnoses problem. Research and order supplies. Attend meeting with CHP inspector, HR Director, Transportation Department and Chairman. Attend meeting with Chairman and mechanic.
- 11-3-15 Staff meeting, discuss commercial equipment use. Call meeting with all mechanics, talk about failed CHP Inspection, job responsibilities and need for better communication. Failed last inspection for commercial equipment. Head Start busses all passed OK.

- 11-4-15 Safety meeting, a MUST to use proper safety equipment at all times. NO EXCEPTIONS. Always plan projects, never assume, a must to keep work site clean. Help Daniel and Will with electrical problem in TERO office. Tool maintenance, change knives and clean planer.
- 11-5-15 2nd safety meeting, important to always keep work site clean. Cleanup day, dump runs and haul trim ends to ranch.
- 11-6-15 Payday. Auto shop for updates on projects. Install license plates on #180. Organize tools for truck tool box
- 11-9-15 Crew schedules See Mike about developing procurement for new tire balancer. Local Dr.'s appointment Work with Bell Hardware for new entry locks/keys for Orleans Clinic. Talk with Kerry and Mike for mechanic updates
- 11-10-15 Invoice paperwork. Check on Community Health Outreach request. Cut/trim/fit bed liner for #180
- 11-11-15 HOLIDAY VETERANS DAY

KARUK TRIBE



**Judicial System & Programs
Administrative Office**

Phone: (530) 841-3143 Ext 2 • Fax: (530) 842-4889
1836 Apsuun • Post Office Box 629 • Yreka, California 96097

**COUNCIL REPORT 11/19/2015
ADMINISTRATIVE OFFICE UPDATES**

The Karuk Tribe was awarded two of the four CTAS Grants submitted FY15 and was awarded the Family Violence Prevention Services Act funding for FY15.

1. *Purpose Area 8-Department of Justice Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention for enhancement of Karuk Juvenile Healing to Wellness Court. Award is in the amount of \$320,000 with a project period of 10/01/15 to 09/30/2018.*
2. *Purpose Area 7-Department of Justice Office of Justice Programs Office of Victims of Crime for Karuk Victim Services Program. Award is in the amount of \$353,757 with a project period of 10/01/2015 to 09/30/2018.*
3. *Family Violence Prevention & Services Grant (ACF-FYSB) was also awarded on August 13, 2015 for the period beginning 10/01/2014 and ending 09/30/2016(\$49,067). This grant overlaps with our previous award which was for the period beginning 10/01/13 and ending 09/30/201(\$16,387).*

TRIBAL COURT DOCKET UPDATES

Month-Year	July-15	Aug-15	Sept-15	Oct 15
# Of Cases	1	5		
Types of Cases				
Guardianship	1	3		
Custody		1		
Child Welfare		1		
Legal Access Center Intakes				4

GRANTS AND PROGRAMS ADMINISTERED BY JUDICIAL SYSTEM

GRANT#1: CTAS 2012 –TW-AX-0023-DOJ/OVAW Grants to Indian Tribal Governments Program

Program Code: 5094-05	Awarded \$725,366.00	Term Dates: 10/1/2012-09/30/2015	Extended to 09/30/2016
Expensed to Date	Balance		
\$358,911	\$366,455		

Project Title: Karuk Transitional Housing Program

Goal: To assist in decreasing the number of violent crimes, (domestic violence, dating violence, stalking or sexual assault) committed against Native American Women and Girls.

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

Deliverables/Tasks Updates:

1.) Shelter/Transitional Housing Assistance # of bed nights	74
2.) Number of Victims/Survivors Served	5
3.) # of Services Provided	33
4.) Community Education	0
5.) #Outreach Activities	1.) Candle Light Vigil Yreka and Happy Camp
6.) Coordinated Community Response	KTHA-Partner/emails, phone calls, meetings Siskiyou Domestic Violence & Crisis Center- Non-Profit Organization Partner /calls and emails/shelter coordination Other Monthly Meetings Attended: Northern California Tribal Court Coalition-Non-profit, non-governmental Tribal Victim/Court services organization; Pikyav Women’s Advisory; D.A.’s Round Table/Humboldt County- Law Enforcement(local/state); Tribal Court/State Court Forum-(court/local/state/tribal) ; Karuk YavPaAnav -Social Service Organization

GRANT#2: CTAS 2014-TW-AX-0040-DOJ/OVAW Grants to Indian Tribal Governments Program (36 months)

Program Code: 5094-11 Awarded: \$543,525.00 Term Dates: 10/1/2014-09/30/2017

Expensed to Date Balance
\$ 65,141.59 \$478,211.67**Project Title:** Karuk Tribal Judicial System Pikyav D.V. Services Program**Goal:** Assist in decreasing the number of violent crimes, (domestic violence, dating violence, stalking or sexual assault) committed against Native American Women and Girls.**Strategy:** To enhance the “Pikyav” (to fix) D.V. Services Program**Objectives:** 1.) Increase access to culturally appropriate counseling/support and advocacy services who are victims of violent crimes; 2.) Increase availability of culturally appropriate counseling/support and advocacy services for victims of violent crimes; 3.) Increase the culturally relevant outreach, awareness and educational activities provided to the teen population; 4.) Increase culturally relevant outreach and awareness activities to the Tribal community; 5.) Provide legal services via our “legal access centers” to victims of domestic violence, dating violence, sexual assault or stalking who need assistance with legal issues that are a result of the abuse that they have suffered.**Deliverables/Tasks Updates:**

1.) Victims/Survivors who received grant funded services	10
2.) # of Services Provided	16
2.5) # of Referrals out	2
3.) Number of times services provided	19
4.) Community Education	0
5.) Coordinated Community Response	Women’s Advisory-Pikyav - 2 meetings held Community Advocacy Organization- Itwan Law Enforcement(local/state)-D.A.’s Round Table/Humboldt County Social Service Organization-YavPaAnav
6.) #Outreach Activities	1- Candle Light Vigil Yreka and Happy Camp and Hoopa walk

GRANT#3: CTAS 2014-IC-BX-001/BJA-Tribal Assistance (18months)

Program Code: 5094-12 Awarded \$74,975 Term Dates: 10/1/2014-03/31/16

Expensed to date: Balance:
\$43,466.65 \$31,412.26**Project Title:** Karuk Tribal Justice System Strategic Plan**Goal:** Develop a Comprehensive Karuk Tribal Justice System Strategic Plan to guide a multi-pronged approach promoting the safety and wellness of the communities within the Karuk Service Area.**Objectives:** 1.) Develop and advisory board/subcommittee for comprehensive Tribal Justice Systems Strategic Planning and master planning of a justice center; 2.) Complete visioning, PESTEL and SWOT analysis for strategic planning – identify priority needs for Karuk Tribal Justice System; 3.) Develop written strategic plan that identifies a strength-based strategy for comprehensive Karuk Tribal Justice System based upon results of Objective 2.**Deliverables/Tasks Updates:**

Establish Planning Team	Completed in months 1-3
RFP process for consultant - Strat Plan PESTEL&SWOT	Completed
Consultant hired	Done (consultant contract approved 2/26/2015 and project period /contract ended July 30, 2015. PESTEL & SWOT completed.
Draft prepared and reviewed by council	2 st revision completed & presented at July 2015 Council Meeting with power point presentation for community and council
Make Necessary revisions after draft review	Project Manager has had emails, phone conversations’ with1 technical provider from Center for Court Innovation (CCI) and 1 consultant from Fox Valley Technical College throughout August and a call is scheduled for 9/18/2015 at 1:00p.m.
Meeting with Partners/Stakeholders	TBD: Technical Assistance Provider and Consultant to do site visit and coordinate with Judicial to hold a small summit to discuss the Tribes Judicial Strategic Plan & strategize on how we will further develop our partnership with stakeholder/partners.

Dora Bernal
Human Resource Director
Tribal Council Report
November 19, 2015

Interviews Held/Results:

Child Family Service Receptionist – Yreka - Karri Kimball
Sipnuuk Division Coordinator – Adrienne Harling
Amkuuf Sales Clerk – P/T – Mark Werder
Amkuuf Sales Clerk – On-Call – Jasmine Glenn
Medical Assistant – Happy Camp – Angelina Bailey
Student Service Coordinator – Happy Camp-Cassidy Little
Happy Camp Child & Family Services Receptionist – Julia Peters
Senior Center Cook – Julie Haas
Social Worker – Happy / Orleans – Mary Gowen

Interviews/Advertisements Pending:

Events:

Licensed Vocational Nurse (LVN) posted until Nov. 19, 2015
GIS/GPS Technician II – posted until Nov. 19, 2015
Landscape Architect/Maintenance Engineer (third posting)
Social Worker – Yreka – posted until Nov. 12, 2015
Student Services Coordinator – Yreka – open until filled
Registered Dental Hygienist (RDH) – Yreka – Open until Nov. 13, 2015
Domestic Violence Services Specialist – Open until filled
Self-Governance Coordinator – Open until filled
Karuk Biological Technician – Open Until filled
Community Health Representative (CHR) – Open Until filled
Language Program Coordinator – Happy Camp – Open Until filled
Registered Nurse (RN)/ Licensed Vocational Nurse (LVN) – Open Until filled
Assistant Fire Management Officer (AFMO) / Fuels Planner – Open Until filled
Licensed Clinical Social Worker or Clinical Psychologist – Open Until filled
Dentist – Open Until filled
Family Nurse Practitioner or Physician Assistant – Open Until filled
Clinic Physician – Open Until filled
Certified AOD Counselor (Yreka) – Open Until filled
Planning Director – Emergency Posting
Grants Researcher -

Staff Party: Date: December 11, 2015 12-3 Wellness Center – Theme: Casino Night, I will be sending out additional information as soon as I gather it together. I will be sending out looking for people to help with the decorating.

Meetings/Training/Other:

Level II Gaming Commissioner Training – Highland, CA

Staff Meeting with Raul – HHS CEO

Employee investigation (TANF)

Employee investigation

Meeting in Yreka Health clinic (Cindy Hayes)

CHP Inspection Issues – Joann Kaufmann

Policies: On going discussions

- Drug Test Policy – implementing test cups for clinics will bring information and suggestion to Council when prepared. Updated documents from
- In House Transfer – Dion and I will work on verbiage to bring to Council for feedback and suggestions.

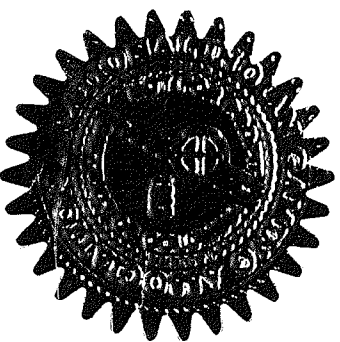
National Indian Gaming Association

Certificate of Completion

THIS DOCUMENT CERTIFIES THAT

Dora Bernal
Karuk Tribe

Completed the Commissioner Certification Course
Level II • Highland, CA • October 21-23, 2015



A handwritten signature in cursive script, reading "Eric Stearns Jr.".

Chairman, National Indian Gaming Association

**Karuk Tribal TANF Program November 2015 Monthly Report
For October 2015**

Program Summary

TANF

Work Participation Rate Report (WPR):

Currently serving **67** clients (See attachment (A)) – KTCP-Active Cases as of 11/10/2015)

WPR = **66.67%** - (See attachment (B)) – KTCP – WPR – Orleans – (10/2015)

WPR = **20.00%** - (See attachment (B)) – KTCP – WPR – Happy Camp – (10/2015)

WPR = **33.33%** - (See attachment (B)) – KTCP – WPR – Yreka - (10/2015)

WPR = **35.48%** - (See attachment (B)) - KTCP – 10/2015

N.E.W. Program

2016 Budget = **\$39,154.00** Total Expended to-date = **\$ 6,495.19**

LIAP PROGRAM

LIHEAP (Energy Assistance)

2016 Budget = **\$00,000.00** Total Expended to-date = **\$00,000.00**

GENERAL ASSISTANCE

2016 Budget = **\$110,000.00** Total Expended to-date = **\$10,936.51**

CSD

2015 Budget = **\$18,220.00** Total Expended to-date = **\$ 5,547.51**

Council Approval Request(s)

None

- (Attachment (A)) TANF Active Cases (November 2016 FY Report)
- (Attachment (B)) TANF Work Participation Rate (October FY 2016)
- (Attachment (C)) N.E.W. Program (Expenditure 2016 FY Report)
- (Attachment (D)) LIAP - LIHEAP (November Expenditure 2016 FY Report)
- (Attachment (E)) LIAP - GA (November Expenditure 2016 FY Report)
- (Attachment (F)) LIAP - CSD (November Expenditure 2015 CY Report)
- (Attachment (G)) ACF Letter From Administration of Children and Families, October 27, 2015

Program Report

Executive Director's Comments:

ACF:

Pat Hobbs and I met with the technical teams from Washington, D.C. They were doing a technical visit for the upcoming ACF TANF/Child Services Coordination. Here is an excerpt from their flyer.

"We are pleased to announce the Office of Family Assistance (OFA) **READIE ("Ready") for Life** Entrance Conference for the Healthy Marriage and Responsible Fatherhood (HMRF) and the Tribal TANF Child-Welfare (TT-CW) will be held December 1-3, 2015. **READIE** represents the Relationships, Employment, Advancement, Development, Implementation, and Evaluation essential to healthy child and family well-being. The Entrance Conference will be held at the Gaylord National Resort and Convention Center in National Harbor, MD. Whether you are a prior grantee, first-time grant recipient, or member of our federal and technical assistance team, we all share a desire to improve the social, emotional, and economic well-being of the children and families we serve."

Office Space –

Orleans -

Need to complete the renovation of the TANF side computer room so that it's functional.

Happy Camp –

Need to build new ADA deck and ramp at the TANF office.

Yreka -

Renovation verses Leasing

Appeals, Complaints and Grievances -

None

Case Management –

Work Experience

One TANF client working with 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.

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
11/10/2015

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
Total number of cases is	<u><u>10</u></u>

Happy Camp TANF Office

Total number of Child Only/Non-Needy families	11
Total number of One Parent families	5
Total number of Two Parent families	1
Total number of cases is	<u><u>17</u></u>

Yreka TANF Office

Total number of Child Only/Non-Needy families	17
Total number of One Parent families	16
Total number of Two Parent families	7
Total number of cases is	<u><u>40</u></u>

Total number of Child only cases program wide is	30
Total number of 1-Parent cases program wide is	27
Total number of 2-Parent cases program wide is	<u><u>10</u></u>
Total number of cases program wide is	67

Karuk Tribal TANF Program
WPR - Monthly Summary for 10 / 2015
Orleans TANF Office

Type of Family for Work Participation

One parent families	6
Two parent families	1
Child Only Family	3
Total Cases Reported for this Period	10

Work Participation for All Families

Cases that did the hours required	4
Cases required to work	6
Work Participation Rate	66.67 %
2016 Work Participation Rate is 38%	

Client TANF Payments

Total Payments	\$6,600.10
-----------------------	-------------------

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	0
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	1

Current Case Load by Site

Humboldt County	5
Siskiyou County	54
*Total Cases: 59	

Current Case Load by Staff

KKING	9
LALFORD	3
LAUBREY	15
MCHARLES	12
RBAILEY	16

Karuk Tribal TANF Program
WPR - Monthly Summary for 10 / 2015
Happy Camp TANF Office

Type of Family for Work Participation

One parent families	5
Two parent families	0
Child Only Family	11
Total Cases Reported for this Period	16

Work Participation for All Families

Cases that did the hours required	1
Cases required to work	5
Work Participation Rate	20.00 %
2016 Work Participation Rate is 38%	

Client TANF Payments

Total Payments	\$9,351.30
-----------------------	-------------------

Number of Clients Participating by Activity Type

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

Current Case Load by Site

Humboldt County	5
Siskiyou County	54
*Total Cases: 59	

Current Case Load by Staff

KKING	9
LALFORD	3
LAUBREY	15
MCHARLES	12
RBAILEY	16

Karuk Tribal TANF Program
WPR - Monthly Summary for 10 / 2015
Yreka TANF Office

Type of Family for Work Participation

One parent families	13
Two parent families	5
Child Only Family	15
Total Cases Reported for this Period	33

Work Participation for All Families

Cases that did the hours required	6
Cases required to work	18
Work Participation Rate	33.33 %
2016 Work Participation Rate is 38%	

Client TANF Payments

Total Payments	\$20,538.78
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Number of Clients Participating by Activity Type

049 - Unsubsidized employment	5
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	0
055 - Community Service Programs	1
056 - Vocational Education Training	0
057 - Job Skills Training Directly Related to Employment	0
058 - Education Directly Related to Employment - No HSD/GED	0
059 - Satisfactory School Attendance For Individuals - No HSD/GED	0
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	6

Current Case Load by Site

Humboldt County	5
Siskiyou County	54
*Total Cases: 59	

Current Case Load by Staff

KKING	9
LALFORD	3
LAUBREY	15
MCHARLES	12
RBAILEY	16

Karuk Tribal TANF Program

WPR - Monthly Summary for 10 / 2015

11/10/2015

Type of Family for Work Participation

One parent families	26
Two parent families	6
Child Only Family	29
Total Cases Reported for this Period	61

Current Case Load by County

Humboldt County	5
Siskiyou County	54
*Total Cases: 59	

Work Participation for All Families

Cases that did the hours required	11
Cases required to work	31
Work Participation Rate	35.48 %
2016 Work Participation Rate is 38%	

Current Case Load by Staff

KKING	9
LALFORD	3
LAUBREY	15
MCHARLES	12
RBAILEY	16

Client TANF Payments

Total Cash Assistance Payments	\$37,416.27
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Current AOD Case Load

CHOSTLER	4
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Number of Clients Participating by Activity Type

049 - Unsubsidized employment	8
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	8

Karuk Tribal NEW Program
July 2015 - June 2016
Active Cases as of 11/10/2015

PROGRAM TOTALS	Total number Orleans Clients:	2
	Total number Happy Camp Clients:	1
	Total number Yreka Clients:	1
Total number of cases program wide is		4

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

PROGRAM EXPENDITURE	2016 N.E.W. Program Grant Award Amount:	\$39,154.00
	2016 Total Expenditures To-Date:	\$6,495.19
	2016 N.E.W. Program Grant Amount Remaining:	\$32,658.81

Karuk Tribe 2016 LIHEAP Expenditure Report

11/10/2015

EXPENDITURES TO-DATE

	<u>2016 Budget</u>	<u>2016 Actual</u>	
Total 2015 LIHEAP Expended-To Date:	\$0.00		%
Total Heating Assistance Provided:	\$0.00		
Total Cooling Assistance Provided:	\$0.00		
Total Weatherization (A/C) Assistance Provided:	\$0.00		
Total Weatherization (Heating) Assistance Provided:	\$0.00		
Total Crisis Assistance Provided:	\$0.00		

TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households receiving Heating Assistance:	0
Total # of Households receiving Cooling Assistance:	0
Total # of Households receiving Weatherization (AC) Assistance:	0
Total # of Households receiving Weatherization (Heating) Assistance:	0
Total # of Households receiving Crisis Assistance:	0

HOUSEHOLD SIZE SERVED

Household Size 1 =	0
Household Size 2 =	0
Household Size 3 =	0
Household Size 4 =	0
Household Size 5 =	0
Household Size 6 =	0

Karuk Tribe 2016 General Assistance Expenditure Report

EXPENDITURES TO-DATE

Total 2015 General Assistance Expended-To Date:	\$10,936.51
Total Emergency Assistance Assistance Provided:	\$3,449.16
Food Assistance:	\$1,249.16
Clothing Assistance:	\$500.00
Shelter Assistance:	\$1,700.00
Total GAWEP Assistance Provided:	\$426.00
Total In-Home Health Assistance Provided:	\$5,704.00
Total Burial Assistance Provided:	\$1,357.35

TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households received GA Assistance Assistance:	37
Total # of Households received Emergency Assistance Assistance:	12
Food Assistance:	6
Clothing Assistance:	2
Shelter Assistance:	4
Total # of Households received GAWEP Assistance:	3
Total # of Households received In-Home Health Assistance:	1
Total # of Households receiving Burial Assistance:	3

HOUSEHOLD SIZE

Household Size 1:	17
Household Size 2:	4
Household Size 3:	0
Household Size 4:	0
Household Size 5:	0
Household Size 6:	0

**Karuk Tribe
2015 CSD Expenditure Report**

11/10/2015

EXPENDITURES TO-DATE

Total 2015 CSD Funding Budget:	\$18,220.00
Total 2015 CSD Expended-To Date:	\$12,672.49
Total Food Assistance Provided:	\$3,680.82
Total Clothing Assistance Provided:	\$625.00
Total Shelter Assistance Provided:	\$1,205.60
Total Special Needs Assistance Provided:	\$5,883.28
Total Crisis Assistance Provided:	\$1,277.79
Total 2015 CSD Funding Remaining:	\$5,547.51

TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households receiving Food Assistance:	29
Total # of Households receiving Clothing Assistance:	5
Total # of Households receiving Shelter Assistance:	10
Total # of Households receiving Special Needs Assistance:	10
Total # of Households receiving Crisis Assistance:	52

HOUSEHOLD SIZE

Household Size 1 =	56
Household Size 2 =	17
Household Size 3 =	10
Household Size 4 =	14
Household Size 5 =	1
Household Size 6 =	1



ADMINISTRATION FOR
CHILDREN & FAMILIES

370 L'Enfant Promenade, S.W., Washington, DC 20447 www.acf.hhs.gov

October 27, 2015

Mr. Russell Attebery
Tribal Chairman
Karuk Tribe
64236 Second Avenue
Happy Camp, California 96039-1016

Dear Chairman Attebery:

The Karuk Tribe is one of the eight Indian tribes/tribal organizations awarded funds by the Administration for Children and Families (ACF), Office of Family Assistance (OFA) to implement grant projects that demonstrate models of effective coordination of Tribal Temporary Assistance for Needy Families (TANF) and child welfare services provided to tribal families at risk of child abuse or neglect. When possible, the Office of Family Assistance (OFA) conducts site visits to the Tribal TANF Child Welfare Coordination (TT-CW) discretionary grant project sites.

The purpose of this letter is to provide you advance notice that we will be conducting a site visit to the Karuk Tribe on Wednesday, November 4, 2015 and Thursday, November 5, 2015 for the purpose of meeting with TT-CW project staff and providing on-site technical assistance and guidance related to the implementation of Karuk's new TT-CW project. We will work with Patricia Hobbs, Director of Behavioral Health and Lester Alford, Jr., TANF Program Director, to develop a site-visit agenda that will be mutually beneficial to Karuk project staff and ACF staff.

The site visit will be conducted by ACF staff from Division of Tribal TANF Management (DTTM) Central Office: Denise Litz, Program Specialist with the ACF DTTM and Liliana Hernandez, Federal Project Officer on detail with the ACF DTTM.

The purposes of the proposed site visit are (1) to provide in-person technical assistance and guidance to Graton Rancheria representatives and staff and (2) to provide the opportunity for federal staff to discuss the new implementation of Graton Rancheria's TT-CW project at the local level. We believe that a site visit will be mutually beneficial to both Graton Rancheria project staff and federal staff.

While the primary focus of our site visit will be the TT-CW project, we would also like to take this opportunity to meet briefly with Karuk's Tribal TANF staff and management and to learn a bit more about Karuk's Tribal TANF program. Occasions to meet with our grantees face-to-face are rare due to our limited travel funds, so when possible, we appreciate the opportunity to meet and conduct face-to-face dialogue.

ATTACHMENT (6)

We will reach out to Patricia Hobbs and Lester Alford, Jr. within the next few days to coordinate the details of the site visit. Should you or your staff have any questions concerning this letter or the upcoming site visit, please contact Liliana Hernandez at 202-401-4633 or liliana.hernandez@acf.hhs.gov.

Sincerely,



Susan Golonka
Deputy Director
Office of Family Assistance

cc: Patricia Hobbs, Director of Behavioral Health, Karuk Tribe
Lester Alford, Jr., TANF Program Director, Karuk Tribe
Julie Fong, Region IX TANF Program Manager, ACF

Department of Natural Resources

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

Karuk Tribe

**Administrative Office**

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

Orleans Medical Clinic

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Fax: (530) 627-3445

**DEPARTMENT OF NATURAL RESOURCES
TRIBAL COUNCIL REPORT
November 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

Participated in the following meetings/processes:

- Attended meetings regarding Westside Salvage.
- Hosted Klamath Tribal Water Quality Work Group planning meeting in Orleans.
- Attended KBMP meeting in Yreka and was elected Chair.
- Attended a Safe Harbor meeting in Yreka.
- Attended two DNR coordination meetings with the Tribe's new awesome lawyer.
- Participated in a webinar and discussion about Trinity flow releases for fish health.
- Attended an IMIC meeting in Yreka.
- Participated in FASTA team calls.

Reports

- Council Report
- EPA 4th Quarter Report

Water Quality Crew Update

- Grant is rocking our new website and constantly tweaking it to make it more accessible and user friendly. Please let us know if you have any suggestions.
<http://waterquality.karuk.us/>
- The crew and Grant are using our fancy new database to get all this water year's data in and are starting data correction. We are so excited to finally have this capability in our office!

FISHERIES PROGRAM/Toz Soto

The Fisheries Program is conducting fall chinook spawning surveys along the mainstem Klamath River between Happy Camp and Iron Gate Dam. Crews are floating long reaches of the river counting salmon nests (Redds). This survey is done in cooperation with the US Fish and Wildlife Service. Additional crews are surveying tributaries

including the Salmon River, Scott River and other local tributaries. These surveys are done by walking or snorkeling designated reaches. These surveys are expected to last until the end of November when chinook surveys will transition to Coho spawning surveys.

As winter approaches there is less sun shine on the solar panels, so our crews will be doing weekly battery changes at all four of the remote PIT tag detection arrays located at Sandy Bar, Bulk Plant the two sites in lower Seiad Creek. Each battery weighs around 80 pounds which makes it a tough task. The PIT tag detection systems operate year round 24 hours per day.

Crews are wrapping up lamprey radio tracking efforts. Fish were detected as far as the Scott River, but most are located near Happy Camp. Next year we plan to tag at least 100 fish.

For more information regarding the Fisheries Program, please contact Toz Soto at 530-627-3116.

NATURAL RESOURCES POLICY ADVOCATE/ Craig Tucker

WATERSHED RESTORATION PROGRAM/ Earl Crosby

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

- 1) Attended Cultural Field Review of various proposed units within Westside Phase I
- 2) Participated in Western Klamath Restoration Partnership Meeting in Happy Camp
- 3) Provided input at Western Klamath Restoration Partnership Core Team Meetings
- 4) Participated in Western Klamath Restoration Partnership Prescription and Purpose and Need workgroups.
- 5) Completed erosion and sediment control measures at tower site in Orleans for Humboldt County Inspection
- 6) Field Review with KNF regarding the Two-Bit Timber Sale implementation up Indian Creek.

- 7) Multiple Monday call in discussion with Klamath National Forest on regards to Westside Salvage Project and consultation requirement
- 8) Participated in Elk Creek Travel Analysis process as tribal contact on ID Team.
- 9) Tracking USFWS/ NOAA Fisheries regarding the Biological Opinion being formulated for the Westside Salvage Project.
- 10) Multiple site visits to road decommissioning projects in Crawford Creek (11N65A).
- 11) Attended the quarterly North Coast Resource Partnership meeting at Bear River
- 12) Followed up w/ KNF regarding funding assistance for Westside PA terms
- 13) Coordinated with Scott Quinn regarding the clearing and grubbing of the Casino site in Yreka.

Funding Update

We received the final sub-agreement with the Humboldt County for the Prop 84 Funds. In regards to this grant we have participated in a conference call regarding invoices for work completed. We are working on finalizing the final changes to the work plan due to the length of time needed to craft an agreement which recognized Karuk Tribal Sovereignty on many issues.

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

Earl Crosby
Watershed Restoration Coordinator

FOOD SECURITY PROGRAM COORDINATOR /Lisa Hillman

Please note information/activities are for the period of: 09/18/15 through 11/12/15. The following Action Items will be presented at the DNR/Council Special Meeting on December 2, 2015:

Request for Approval – Fifth Grade lessons for the K-12 Nanu’ávaha Curricula. Hard copies will be sent via inter-office mail to your boxes at the Administration Office by November 25, 2015. 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.

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These past two months, the Food Security Project has hosted not only two Native Foods Workshops and a Youth Camp for our fall seasonal events, we have also coordinated with and hosted multiple classes of four local schools at Native food gathering and processing camps as well as showed a five-man force for the Karuk Tribe Food Security Project at the Orleans Elementary Native American Days. The Food Security staff were also present at the California Indian Conference in Berkeley, where the Food Security Project Coordinator gave presentations and where staff learned specific skills at the Jepson Herbarium.

Accomplishments and upcoming dates:

- 1) Hire seasonal Native Food Forager contractors. The Request for Proposal was posted on the Karuk Tribal Website in August to close September. We had no responses, and therefore had to re-post the RFP for another week. Three contractors were hired in early September. To date, they have collected approximately 700 lbs. of unshelled tan oak acorns, 30 lbs. of black oak acorns, 100 lbs. of Native grapes, 10 lbs. of Native huckleberries, and 10 lbs. of Native elderberry. As we had no male response to our Request for Proposal for Food Forager, we were only able to contract through the Cultural Practitioner format for fall salmon procurement and preparation.
- 2) Organize field trips for partner schools to Native foods foraging sites. September 25, male students of Junction Elementary School were taken to the Ishi-Pishi Falls to watch and participate in traditional dip-net fishing. They were only able to procure one salmon, as the fish were not running at the time. At the same time with the female students and young males, the Project Coordinator led a lesson on acorns, traditional processing methods, and finished with a traditional story. Project Coordinator worked with four schools to organize four trips in October and November to camp sites where the students identified, gathered, and processed tan oak acorns, huckleberries, and woodwardia fern.
- 3) Conduct baseline survey of traditional foods consumption at school sponsored events. Two baseline surveys – one for school administrators and cooks, and one for students- has been designed to assess previous access to Traditional Foods and the consumption thereof at school sponsored events and activities. The first interviews with two school administrators have been conducted, and the final student questionnaire was distributed at the Indian Days event.
- 4) Complete new lesson plans for the K-12 Native Food System Curriculum. We have been able to contract with Monique Sonoquie again to design additional lessons funded

through our Carter-Wentz Foundation grant. The lessons teach cultural appropriate materials about cultural burning techniques, fire-dependent plant species, diabetes, physical activity, and diabetes prevention for the 5th, 7th and 11th grade levels. These lessons have yet to be formatted to fit the existing Nanu'avaha curriculum, and will be presented to the Karuk Resources Advisory Board and Tribal Council for approval before they are sent to local participating schools for implementation. This is expected to occur sometime in February next year.

5) Prepare and distribute one (1) Native Foods Recipe Pamphlet. We expect to post this RFP for a pamphlet designer shortly.

6) Teach students and the community how to prepare and store traditional foods. This is not only an objective of our Food Security Grant, we also have explicit grant deliverables for our Farm to School Grant. Fortunately, we have already met our "number" requirement at two of our Food Security Events: Seasonal Food/Youth Camps. In addition, we have already taught an additional 75 students this fall at activities organized with schools during field trips to sites replete with cultural resources (and public restrooms!). The main traditional foods we have been able to teach preparation and storage techniques are: huckleberries, elderberries, salmon, eels, tan oak and black oak acorns, medicinal teas and rose hips.

Upcoming event: Yreka Native Food Workshop – canning on November 16!

Yôotva for your continuing support of the Food Security Project.

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2015 KT FSP Ron Reed Council Report

10-12 Ishi Pishi Falls- Rabbit and I fished three rounds and caught five fish. Gave one fish to Norm and sent the other fish up river with Rab

10-13 Ishi Pishi falls- Mac Polmateer and I caught nine fish in three rounds. I gave Mack three fish for his fund raiser for his senior class in Happy Camp. Three fish went to Fred Burcell. Bob Rohde put in a considerable amount of time designing and building the structure as well. Bob had another working engagement that disallowed him to finish the project in it's entirety. I plan on giving these two fine gentlemen some of our smoked fish products that we get during our workshops and events. Due to my recent travel overload I asked Lisa to cancel my scheduled travel to the California Indian Day Symposium. She agreed.

10-14 Ishi Pishi Falls- Mac and I caught three fish in three rounds. One fish got lifted out of the ice chest in the back of the truck...that I forgot. It looked as if a person lifted this fish!

10-15 Ishi Pishi Falls- Mac, Emilio and I caught three fish in the first round. Emilio took one fish to his dad and one to him and one to Mac's fundraiser. The second round we got skunked so we went up to Ti Bar to filet fish and to check out Ti Bar for acorns. A very big crop and big acorns up at Ti Bar Rd (1.5mi.)

10-16 Ben Camirina was fishing today. I decided to go to HC to get a special trailer hitch to pull the smokehouse from Bob Rohde's house to Michael David's house up at Ti Bar. I gave two fish to David Goodwin for his grandmother (Jimmy Godwin) and his dad (Bobby Goodwin). I also gave one fish to David Arwood. I drove back down to Orleans

and picked up the smokehouse and dropped it off up at Ti Bar to get the smoker ready for our event for the following week.

10-17 Worked on the Portable Smokehouse from 10 am to 6 pm on Sunday to get the smoker ready for the next day!

The main priority of this session of the USDA Forest Resource Advisory Council (FRAC) was to write a letter of recommendation to the Secretary of Agriculture. The council broke up into groups and I selected the Expand Forest Research and Development capacity Funding Workgroup. A component of that is to create a process to work with Congress to adopt and implement alternative wildfire funding mechanisms to fight catastrophic wild land fire. Other issues including Alternative Forest Products: advancing technology to meet the needs of foresters to apply this technology to building with wood more in the future and the development of Bi-energy. There was also talk that surrounded the Wildfire Disaster Act that stated that in the 1990's the total budget was 16% of the total USDA budget. Today it is at 50% and in 10 years it will be 75% of the national budget. There was also discussion at length to the issue of a Disaster Relief Fund for fire suppression. Lastly, you might have seen via email that the Native American Colleges are receiving large amount of funding that was initiated by the FRAC council. Research dollars on wildfire management seems to be on the horizon of this council.

10-19 dropped off Portable Smokehouse down at DNR before I left for travel to Washington DC

10-20 FRAC meeting

10-21 FRAC meeting

10-22 Travel back home

10-23 Arcata, HSU-

10-26 We started the week off with our usual Monday morning meeting. FSP staff and contractors were all present except for Stormy, she was out with the flu. This week was a busy week and we had an extended staff meeting to schedule out all of the events.

Mondays and Fridays are good days to catch up on existing paperwork, emails, schedules etc. I worked in the office until early afternoon and then went down to the falls. I caught two fish in two rounds. One of the fish was a steelhead. The other fish went to Norm. He did not get enough fish for himself and for the upcoming ceremonies next fall! This is an offering I have been doing for a very long time.

10-27 Today, I made out the 2015 monthly work schedule for the KT FSP. I also let Lisa know that I was canceling my SW Climate Change conference in Sacramento due to the fact that I have had an extremely busy travel load for the last month or so. I have fallen back on my weekly reports and other paperwork so it is necessary to catch up on a lot of different fronts. I went down to the falls for three rounds and caught two fish.

10-28 Happy Camp. I took #169 up to the mechanic shop to get it serviced. I stopped by the TANF office to coordinate with Tina King for the upcoming month of November. I took two large fillets up for the TANF program. We did coordinate on two upcoming Acorn Processing Workshops. I mentioned that we have not been communicating as much as usual and her response was that she was working with the MKWC program since Indigo is now the HC rep. David Goodwin has gathered a bunch of acorns and is willing to donate a portion to TANF and the KT FSP for a processing workshop. He will provide us with the acorns if the KT FSP could sign off some "hours" for his participation as a TANF client. This is something I still need to do.

Also, I gave one large fillet to Michael David, (for his volunteer work on the smokehouse) and one filet to my sister, Cecilia Arwood. I have given her fish previously but, she filleted and distributed to some elders as she always does on an annual basis. I will get their names.

On the way home I stopped by Bear Peak Rd to check on the acorns. The acorns were there in abundance and were in god shape.

10-29 I met with Phil Albers on the coordination of the Native American Day at Orleans Elementary School on 11-30. The plan was to have Ben Saxon, Mac Polmateer, Phil Albers and myself to cook fish donated by the Yurok Tribe. He indicated that the plan fell through and he had six frozen fish from the 2014 season that we were to use. I decided that we had better go down to Ishi Pishi to try our luck. In the first two rounds we (Phil, his son and I) caught five fish. All of the fish were big, twenty pds plus, and all were pretty fresh. The spirit of the day provided the luck to catch the fish for a very worthwhile cause. The Day was truly inspiring. Stormy and Analia did a tremendous job with the acorns. We had an unexpected participant with the salmon, Javon Mitchell helped and did a very satisfying job fileting the salmon. Five salmon was cooked and a bunch of acorns was made and all was enjoyed by the approximate 100 participants. Teachers, students, parents and community members were all very gracious with their thank yous.

11-2 off

11-3 off I was not feeling well but did process some fish up at Ti Bar. Stormy filleted four fish. Two were smokers and were frozen; two were given to the program to "Raw Pack" on 11-2. The other fish was filleted and was eaten by the filleter (Polmateer family) and by the fisherman (Reed family).

11-4 The KT FSP staff and contracted practitioners (Ben Saxon and I, Kathy McCovey, Analia Hillman, Stormy Polmateer, Heather ? and home study student Mac Polmateer) met with the Happy Camp Elementary School at the Dillon Creek Campground for an Acorn Field Trip. Three busloads of third, fourth and fifth graders were present and identified, harvested and processed acorns at the workshop. The basic rules of identifying, gathering area and processing were introduced to the students. Over sixty students, teachers and chaperones enjoyed the cool fall weather while gathering acorns. We enjoyed it soo much that we built two fires, one at the processing camp and one at the gathering area. The event lasted from approximately 10 am to 2:00 pm. After the event I went down to the falls for two rounds. I got skunked in both rounds.

11-5

11-6 Fridays are used to catch up on my paperwork, if possible. I reconciled my recent travel, corresponded to emails and tried to catch up on my weekly reports. Did one round, got skunked. Fishing for Coho, waiting for the rain.

ADMINISTRATIVE OPERATIONS MANAGER /Donalene (Sissie)
Griffith

Been working on finalizing all FY 2015 contracts/grants for year end, this is completed for DNR. Attended an AAR meeting for TREX, went over concerns of things that happen during TREX and what could be approved for the next TREX.

GSA information:

Billings and vehicle reporting are being done on a monthly basis.

Daily Tasks:

DNR currently has 62 active funds codes for this FY 2016.

Continue to work daily on processing invoices for payment. (Currently have active 31 contracts)

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

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

Budget preparation for the coordinators

Budget preparation for submitting proposals for funding projects

Tracking budget line items

Tracking In-Kind Match for grants.

FAC:

New fund code has been set up for this Fiscal Year

WKRP:

Contract Modification No. 1 for SRRC 15-C-016

Contract Modification No. 1 for KFA 15-C-012

Contract Modification No. 1 for MKWC 15-C-015

Contract Modification No. 1 for Jessica Stauffer 15-C-052

Authorization to accept funding for Mod. #3 from the USFS – WKRP Project

MOU with SRRC for tracking of IQCS

New Resolution 15-R-135 for acceptance of additional funding

Watershed:

New contract for JohnF Salter – 16-C-012

Drafted up budget for Mod. #1 for Westside Fire Recovery for additional funding

FISHERIES:

Worked on AFA 2016 Funding Proposal and was approved at the DNR meeting.

Budget Mod. for KRITFWC/Salmon Recovery – waiting on new fund code to be set up

Water Quality:

Clean up of EE&A's to close out older fund codes.

Food Security:

Working in new contracts for RFP's that was flown and had one response to each RFP. Will be setting up new contracts for the next DNR meeting.

New fund code has been set up for the IMLS Grant.

THPO/ARCHAEOLOGIST/Alex Watts-Tobin

The THPO took annual leave in the latter half of October. THPO attended the NAHC meeting in Santa Rosa, with the Chair and other commissioners, discussing AB52 and various legal matters. THPO helped organize a CEQA-AB52 training December 7th at Bear River.

- The WKRP field survey is essentially complete – for the first-run., roadside sections of the Demonstration Units: Donahue Flat, Patterson, Rogers Creek, and Ti Bar. The crews have worked exceptionally well together, and there was a striking increase in speed and efficiency in taking notes on the significant objects and factors within the focal area. The Use of iPads has been critical in the fast and accurate recording and transfer of information into the GIS system. The TEK continuation sheets and temporary TapForms are essentially complete, and at the next KRAB meeting we will discuss the final version of the survey protocols. This project has been pioneering in its scope and scale, and the procedures and protocols have developed as we have gone along. The Tribal Arch Techs have been in the field every day that field surveys are conducted, to ensure proper survey coverage. We have held meeting breaking down the data into manageable sites and Tribal Ecological Knowledge areas. TEK areas are places that we do not send information to the state about, but can keep records on locally and confidentially, in order to use fire to enhance their management. Interviews with elders and other Cultural Practitioners are scheduled for the winter. We have another vehicle for now, Nissan pickup #72, so the Techs do not need to travel in Forest Service vehicles.

- The Westside Programmatic Agreement has been signed and sent on to KNF. The THPO has also completed the first of two reports on Historic Properties within the footprint of the Westside Project area. This is significant, because it means that Section 106 of the NHPA applies, and this in turn justifies our involvement of ACHP in Washington in this case. We have conducted a field visit, on October 13th, viewing several of the locations mentioned in this report with the KNF supervisor and staff. Other cultural resources were identified on this field visit. We have engaged John Salter to do the comments on the KNF Archaeological Survey Reports for the Westside project. He has got the comments back to us in good time.

- There was a meeting with Housing and other interested parties about Cultural Monitor Training. I have updated the forms into separate parts so that hours can be signed by an on-site supervisor, and so that payroll does not see sensitive cultural information. The extension of the UA eligibility to 12 months has made a big difference in available monitors. Another Training session is planned for early December, jointly sponsored by TANF, TERO, and THPO.

- The Arch Techs are working for THPO till later December, and during December will be reassigned to some other projects including Fish Habitat Restoration and Broadband surveys. THPO is seeking funding for them to attend the THPO summit in early December for career development.

DEPUTY DIRECTOR OF ECO-CULTURAL REVITALIZATION/Bill Tripp

Fire Adapted Communities Pilot/Fire Learning Network Projects

No progress this month.

Prescribed Fire Training Exchange (TRES)

We had a TRES After Action Review we noted many areas for improvement for next year. It seems there needs to be some additional outreach in the Happy Camp Community as there appears to be a lot of opposition in that community.

Food Securities Project

I have had a few meetings with Food Security staff and had a couple coordination discussions with Berkeley Students, but a majority of my time has transitioned from year end activities and catching up from fire season to getting back into WKRP activities

Western Klamath Restoration Project (WKRP)
The Western Klamath Restoration Project (WKRP) continues to grow fast. We had a core team meeting, and the prescription group and purpose and need group have been fully engaged again and are now meeting up to 3 days a week to meet our scoping deadline of March 2016. We also had a 2.5 day larger WKRP whole group meeting in Happy Camp at the Gym. The pass through contracts are caught up with Mod #2, and Mod #3 updates should be underway soon.

Two Chiefs Project

I have not yet got around to reporting on this grant, but all services are complete.

Wildland Fire Management Program

The RTRL project additions have been accepted by Council, but there will be a significant workload associated with making the appropriate budget adjustments when the funds are transferred via 638 contract. Radios are getting installed in the fire crew trucks, and the forest service is expediting the NEPA for the repeater installation.

GIS SPECIALIST/DATA STEWARD/Jill Beckmann

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

Attended RTOC Annual Conference in Reno at the end of October and preparing for Tribal Science Council meeting in Washington, DC at the end of December.

EPA PPG & GAP

Meeting the PPG Grant Program Objectives & GAP Grant Program Objectives
Submitted 4th Quarter and MBWBE Report



Junction Elementary School: Acorn and Salmon Workshop and Nanu'avaha Lesson.



Youth Camp: Salmon, Acorns, and Huckleberry gathering

SCOTT QUINN, DIRECTOR OF TRIBAL LANDS MANAGEMENT
Directors Report for Council Meeting on
November 19, 2015

LAND MANAGEMENT PROJECTS

1. Project Title: Tebbe Property Fee to Trust

Description: Project to put a portion of the casino parking into trust status.

Status: On 10/16/15 we received the recorded deed and Acceptance of Conveyance (AOC) at the county. Sent MST Resolution and requested BIA clarification on ALTA Form.

Remaining: Final stages of the process include obtaining a title insurance policy, and recording at the LTRO.

2. Project Title: KCDC Storage Property (Adamson) Fee to Trust

Description: Project to put the parcel containing the storage units in Happy Camp into trust status.

Status: Recorded Deed, AOC, and instructions sent to title the company.

Remaining: Mt Shasta Title to get Title Policy Issued.

3. Project Title: Upper Property Katamin Fee to Trust

Description: Project to put the Upper Katamin property into trust status.

Status: On 10/27 we received the LTRO recoded Deed and AOC

Remaining: Solicitor Final Title Opinion and recording at LTRO and County.

4. Project Title: Yreka WME MH Park Property Fee to Trust

Description: Project to put the White Mtn. Estates Mobile Home Park in Yreka into trust.

Status: On 11/6/2015 the BIA indicated that a Phase II environmental Report will be required.

Remaining: One the application is deemed complete; the BIA will publish a Notice of Application, NEPA compliance, Title Opinion, Legal Description review, Notice of Decision, Acceptance of Conveyance, and final recording of new deed.

5. Project Title: Orleans Community Center Fee to Trust

Description: Project to put the Orleans Community Center/KTHA Maintenance property into trust status.

Status: *NO CHANGE* - The Solicitor is reviewing the Title Commitment and has an issue with one of the exceptions and the Humboldt Land Title Company has not got back to us regarding our 10/1/15 request to remove the exception.

Remaining: Solicitor Final Title Opinion and recording at LTRO and County.

6. Project Title: Sharps Road Mill Property Cleanup

Description: Project to demolish three large mill buildings

Status: *NO CHANGE* - The power was turned off and the contractor has begun scraping the buildings.

Remaining: Complete demo, move woody material to tribal lands for burning this winter. Contractor has a year to complete the work.

7. Project Title: Siskiyou and Humboldt County Tax Bills

Description: Confirm Fee and Trust parcels and approve appropriate parcels for payment.

Status: On 10/28/15 I drafted 3 tax appeals. Two appeals are for the Adamson Property (KCDC Storage) and one if for the Tebbe Parcel.

Remaining: Wait to hear the status of the tax appeal and response from the County.

8. Project Title: Happy Camp Fire Protection District Agreement

Description: Develop an MOA with the HCFPD to pay fees associated with fire protection on tribal trust parcels in support of future fee to trust applications.

Status: I've met with the HCFPD Director Ed Bartosiewski, developed a spreadsheet of potential parcels and associated fees.

Remaining: Draft MOA, obtain staff review, and get Council Approval.

Land Items to Note:

- I took a look at KTHA Fee to Trust Consultant Proposals and have a recommendation.
- Review/comment on KTHA property settlement and water rights agreement.
- Review/Comment on confidential probate case.

Land Projects to be initiated:

- A. Project Title: Menne and Tynes Yellow house Fee to Trust
- B. Project Title: Sharps Rd. Water Connection Contract
- C. Project Title: Tribal Member Property Legality

ACTION ITEMS FOR APPROVAL:

CASINO PROJECTS

9. Project Title: Stormwater Pollution Prevention Plan (SWPPP)

Description: Consultant developed a SWPPP for the Casino and offsite improvements.

Status: On 10/30/15 we received the Draft SWPPP. No one commented on the document, so on 11/12/15 Council approved a contract for a QSP.

Remaining: Casino owner Representative to initiate the online account setup/SWPPP submittal and approval.

10. Casino Lender Due Diligence

Description: The lenders consultant has requested multiple documents and points of clarification.

Status: I worked with staff to address a number of questions and requests for documentation related to the casino project.

Remaining: A few items.

Casino Items to Note:

Casino Projects to be Initiated:

ACTION ITEMS FOR APPROVAL:

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

Sandi Tripp

Department of Transportation Director

For Council Meeting on November 19, 2015

Reporting Period – October 16, 2015 – November 12, 2015

TRIBAL TRANSPORTATION IMPROVEMENT PROGRAM (TTIP)

PROJECT SUMMARIES

The following summaries represent the current Official TTIP projects. When we receive the new Official TTIP, currently in process with FHWA, I will incorporate all new projects 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.*

Phase 2 of the project has been awarded to Sundburg Construction and we will start that Phase in spring 2016. The DOT Maintenance Crew will be performing all tasks related to the brush and tree clearing for Phase 2 of the project. I expect we will begin the clearing work in March 2016.

Project Title: Asip Road Ext. 815

Description: Reconstruction

Status: Construction phase and project review has been completed. The DOT Road Maintenance Crew completed a seal coat project on this PF and the stripping is complete. I expect this project will extend the life of the surface 10 years.

Yellow Hammer PF 815

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

Status: To ensure longevity of this facility the DOT Road Maintenance Crew has completed the site preparation, crack sealing, seal coating and stripping for this PF. I expect this maintenance will extend the life of this facility for at least another 5 years.

Yellow Hammer PF 825

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

Status: To ensure longevity of this facility the DOT Road Maintenance Crew has completed the site preparation, crack sealing, seal coating and stripping for this PF. I expect this maintenance will extend the life of this facility at least 5 years.

Project Title: Happy Camp Complete Streets Project

Description: Reconstruction - Safety 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.

I am in coordination with Caltrans D2 and as noted in previous reports Caltrans has dedicated funding to complete a Project Study Report (PSR) for this project. A PSR is an in-depth preliminary report identifying project perimeters, objectives, design expectations and a draft estimated budget of all elements that may be required to be designed to ensure safe access for all users. The Caltrans PSR team and will be contacting me soon to being coordination of the public process as part of the PSR development.

The PSR will be completed to encompass the entire project; but, the first phase of the project is expected to be the intersection of 2nd Avenue (by the Headway Bldg.) to the intersection of Davis Road (by the Arts Council Building on the hill). **During the development of the PSR, we will have several public meetings to gather concerns from the local residents and ensure stakeholder by-in.**

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

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

This project has a short range and long range element. The short range element is the repair and reconstruction to the two short routes identified by the Tribe and FEMA; and, the long range element is the bikeway and trail project that will span from the Eye See Road to Camp Creek road on Hwy 96.

Status of the short range element: Project tasks associated with repair of upper and lower Tishawniik Hill roads that we received FEMA funds are currently on hold and a project extension was approved by the funder. This extension will ensure we can accomplish the project tasks after the rainy season. Currently we have a completed plan set and I will be putting this project out for bid soon. The construction phase of this project will begin in early spring 2016.

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 (PIF) for this project.

During this reporting period I have been in coordination with Caltrans and I expect to hear back from them regarding a date that they can meet with me to begin moving this project forward again. I will send out an outlook invitation to Council as soon as the dates are received.

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. We recently implemented some maintenance tasks on this facility so as to ensure access throughout the ceremony season and fishing season. 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

This project has a short range and long range element. The long range element intends to extend Itroop Road (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.

Status of the short range element: Back in 2014, the Karuk DOT offered a matching fund commitment for the project entitled Itroop Road Extension - P2 – Emergency Ingress/Egress Project (FEMA-4142-DR-CA-Karuk Tribe), I was recently informed that funding was awarded for this project so we will follow through with our commitment during this fiscal year. I will begin coordination with KTHA and DNR soon. My crew will be completing project tasks related to the rehabilitation of 1,056 feet of the existing unmaintained four- wheel drive road surface to provide an alternative emergency access route on upper Itroop Road. This is an important safety project for the KTHA residents that live on upper Itroop Road, as currently they only have one ingress/egress route.

Project Title: Rural Transit Route - SR96

Description: Rural Transit Route between Orleans and Yreka

Status: The duration of our current agreement with the County of Siskiyou for Transit services ends in February 2016. Last month I submitted project feasibility / cost analysis of the current public transit services that we provide through STAGE and what the projected cost would be for us to operate a fixed route and demand response service.

After reviewing the document that was provided last month, Tribal Council requested that I provide a more concise overview that would provide an analysis of transit services we currently provide and several other options. Unfortunately, I am currently awaiting some clarification and information from a couple of sources that I will need to complete the analysis. I will forward the Comparison Analysis to Council as soon as the information becomes available.

Project Title: Somes Bar Work Cnt. Road & PF

Description: Repair and Overlay

Status: To ensure longevity of this facility the DOT Road Maintenance Crew will complete a site evaluation, AC repair, crack sealing, seal coating and stripping for this facility. I expect this maintenance will extend the life of this facility for at least another 5 years.

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

Description: Redesign and Reconstruction of the Yreka Clinic Parking Facility

Status: TANF Parking Facility (PF): During this reporting period Bucky Lantz, DOT Maintenance Supervisor has his Crew out in Yreka implementing a PF rehabilitation project at the TANF Building. They have removed several trees and saw cut the AC to remove tree roots. They incorporate new aggregate base, built a perimeter wall. Today they are laying the Asphalt Concrete (AC). Once the repair is complete they will seal coat and restripe this PF.

During the FY 2016 we will be completing a site survey, design and environmental process, for the Clinic 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 (LRTP)

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 am meeting with our Consultant through conference calls and emails to develop documents, maps and coordinate Tribally specific information exchange to ensure the document meets our needs and to review and revisions to the preliminary documents. I coordinated a meeting on November 10, 2015 to ensure all culturally relevant facilities were identified. At the meeting present day, historic and prehistoric facilities were noted. I will develop summaries and/or a list with an accompanying map for review by the KRAB. Once reviewed and approved by the KRAB, I will develop the Trails Facility Maintenance chapter in LRTP.

3.) Tribal Transportation Improvement Program (TTIP) Update

Status: During this report period I developed a new TTIP for FY 2016 – FY 2020 and received approval from Tribal Council on October 1, 2015. I have note as of yet received the Official TTIP from FHWA.

4.) Tribal and Regional Coordination During Quarterly Period

Status: Attended and participated in monthly Tribal Council and Planning meeting. Attended the North Coast Tribal Transportation Commission meeting (NCTTC), HCAOG Technical Advisory Committee(HCAOG TAC), FHWA Safety Management System Steering Committee(SMS Steering Committee), Karuk Resources Advisory Board Meetings(KRAB), Caltrans TERO Sub-Committee meeting, Caltrans Native American Advisory Committee (NAAC), Caltrans California Transportation Plan 2040 (CTP2040), Quarterly National Tribal Transportation Program Coordinating Committee Meeting (TTPCC).

Project Title: Road Maintenance

I am very proud of the work our DOT Maintenance crew completes, as our recent projects noted above are prime example of well managed coordination, team work and professionalism. The Crew has been able to accomplish more force account projects this year than all the past years combined and I hope that in the near future we will do most all our jobs through force account.

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

- Seal Coating
- 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	Expensed to date	Balance	% Expended
Federal Highway Administration (FHWA)	2231	\$1,593,430	\$567,685	\$1,024,870	35%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/14 - 10/1/15	12	11	1	90%	N
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
5/30/2015	yes	5/30/2015	10/1/2015	No	NA
Comments: Unable to retrieve up to date budget information though the data base due to fiscal year end. I will update Council in my next report.					

Action Items

Tribal Council Approval Needed: N/A

Consent Calendar Approval Needed:

Resolution #15-R-131 - FHWA RFA (#DTFH69-16-H-00015) with the U.S. Department of Transportation Federal Highway Administration for FY16 funding in the amount of \$54,960.21*.

*This is reflects 29/366 of FY16 program levels being made available.

**Emma Lee Perez – Contract Compliance Report
For Council Meeting on October 22nd, 2015
Reporting Period October 15th – November 12th, 2015**

Action Items: Requesting approval of 16-C-017 in the amount of \$64,856.09 to hire Six Rivers Communication to install repeater systems at Ukonom, Slater Butte, Collins Baldy and Gunsight. Six Rivers was the only one who responded to the RFP and is in good standing with the Tribe.

Requesting approval of resolution 15-R-137 in the amount of \$42,000 to the State of California Department of Community Services and Development (CSD) for Program Year 2016.

Requesting approval of resolution 15-R-138 in the amount of \$74,088 to the State of California Department of Community Services and Development (CSD) for administration and pass through to the Hoopa Valley Tribe, Alturas Rancheria, Elk Valley Rancheria, and Cedarville Rancheria for Program Year 2016.

Consent Calendar: See attached.

Contract Compliance Update:

Contract Compliance attended the Office of Indian Education – 2015 Native Youth Community Project Meeting in Washington D.C. – October 26th –October 28th. The meeting was mostly a meet and greet. Important items that were mentioned included that 10% within any line-item can be moved without approval from the grantor. The first report is due May 20. Spring of 2016 the Department of Education will be releasing a Title III Language Grant.

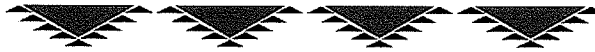
Compliance continues to review, monitor and post RFPs and review and approve contracts, grants, agreements and other related documents as requested by staff. Since October 15th Compliance has reviewed and issued 5 contracts, 10 agreements, 3 RFPs, 0 RFQs and 1 MOU.

Respectfully submitted,

Emma Lee
Contract Compliance Specialist

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

Karuk Tribe



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

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

Requestor: Emma Lee Perez

Date: November 4, 2015

Dept/Program: Emergency Prep/FEMA

Funding Source: 5020-01-7601

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 RFP Three quotes Sealed Bid Competitive Proposal

COMPARATIVE SUMMARY (Minimum of Three Required)

Company Name	Date	Price	Contact/Phone	Indian Y/N
Six Rivers Communication		\$ 64,856.09	707-443-4448	No

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: Six Rivers Communication was the only respondent. They have done work for the Tribe and are more than qualified.

**** REQUIRED SIGNATURES ****

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

Emma Lee Perez
 Requestor

11/4/15
 Date

Laura Mayton
 **Chief Financial Officer

11-9-15
 Date

Emma Lee Perez
 **Director, Administrative Programs & Compliance

11/4/15
 Date

[Signature]
 **Director of Self Governance(MOU/MOA) or TERO (Contracts)

11-9-15
 Date

Other _____

_____ Date

Emma Lee Perez

From: Ray Daniels <danielsray@sbcglobal.net>
Sent: Friday, August 07, 2015 11:13 AM
To: Emma Lee Perez
Cc: Thomas Fielden; danielsray@sbcglobal.net
Subject: Radio system 15-RFP-035
Attachments: Karuk P25 Rptr and UHF links 16-RFP-035 .doc; Karuk Price Page for 15-RFP-035.PDF; Karuk RFP 035 SRC Title Page 08072015.doc; Karuk Tribe RFP 035 Services Proposed 08072015.doc; Karuk Tribe RFP 035 SRC Company page 3.2.1 08072015.doc

Hello Emma, Here is the 15-RFP-035 Radio system RFP from Six Rivers Communications, Inc. Please send me a read receipt to let me know you received ok. Thanks, Ray Daniels

Six Rivers Communications, Inc.
Attn: Ray Daniels, president
4060 Broadway, Eureka, Ca. 95503
Office:707-443-4448
Cell: 707-498-1143

“KARUK TRIBE 15-RFP-035”

Radio Communications Project

SIX RIVERS COMMUNICATIONS

4060 Broadway, Eureka, California. 95503
OFFICE 707-443-4448. FAX 707-443-4448
danielsray@sbcglobal.net
FCC Lic PG-11SD-1615
CA LIC #956079

Contact: Ray Daniels, President

**SIX
RIVERS
COMMUNICATIONS**

4060 Broadway, Eureka, California. 95503
OFFICE 707-443-4448. FAX 707-443-4448
FCC Lic PG-11SD-1615
CA LIC #956079
danielsray@sbcglobal.net

Six Rivers Communications –The Company

Six Rivers Communications is a full service Wireless Communications Shop. We provide Engineering, Sales, Programming, Installation, and Maintenance of Wireless Communications Systems, and the systems that support these Wireless systems. We are a Motorola Manufactures Representative, a Motorola Full Line Dealer, an Authorized Sales and Service Dealer of Daniels, Kenwood, and BK/Relm. We are a Solutions based company that engineers a solution based on the Customers' needs and wants. We are also a diverse company that can adapt to the changing needs of our Customers and the new Technologies as they occur.

Technicians at Six Rivers Communications strive to perform every duty to the highest of our industry Standards. We will perform all duties with Honesty and Integrity. We have 3 technicians that are FCC licensed. All of our Service vehicles have 4 Wheel Drive, and are equipped for winter travel. We also own a small tracked vehicle for Winter access to remote sites.

We understand that this business is built on mutual relationships and trust. We also fully understand the concept of Public Safety and consider ourselves an essential partner in the Public Safety arena. Being an on call Technician 24/7 as is a common practice at Six Rivers Communications.

We are looking forward to building a strong working relationship with all the Karuk Tribal entities.

Price Page for 15-RFP-035:

Proposal Submitted by:

Name: Ray Daniels Phone Number: 707-443-4448
E-mail: danielsray@sbcglobal.net Fax Number: 707-443-3797

Amount requested to be compensated for each task:

- Task, one: \$1000
- Task, two: \$10,688.00
- Task, three: \$6,938.00
- Task, four: \$18,978.00
- Task, five: \$2,000.00
- Task, six: \$2,000.00

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

Provided Two Way radio & Wireless services in Humboldt, Del Norte & Trinity Counties since June 2003.

List up to three references with phone numbers below:

- 1) Tim Sanderson - Yurok Tribal Police - 707-482-8185
- 2) Rod Mendes - Hoopa Tribal OES and Wildland Fire 530-625-4220
- 3) Capt. Steve Watson - Eureka Police Dept 707-441-4084

Other Comments:

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

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

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

**SIX
RIVERS
COMMUNICATIONS**

4060 Broadway, Eureka, California. 95503
OFFICE 707-443-4448. FAX 707-443-4448
FCC Lic PG-11SD-1615
CA LIC #956079
danielsray@sbcglobal.net

Six Rivers Communications, Inc. is uniquely qualified to implement this RFP. We have installed and maintained over the years systems like the Karuk Tribal radio system. Here are a few examples.

1. Yurok Tribal Police radio system. (3) site VHF, with UHF radio links.
2. Eureka Police Dept. radio system. (4) site VHF voting, with UHF and Microwave radio links.
3. Eureka Fire Dept. radio system. (4) site VHF Voting, with UHF and Microwave radio links.
4. Arcata Police Dept. radio system. (3) site VHF Voting, with UHF and Microwave radio links.

Six Rivers Communications has a long running history of installing and maintaining radio systems at remote Mountain top sites. We are also qualified to install and maintain Solar Systems at these sites. Examples of remote Solar sites

1. Green Diamond Resource Company, Red Mountain, Wiregrass, Smith River sites.
2. Humboldt Redwood Company, Humboldt Hill
3. Orleans Mtn Lookout, Orleans Volunteer Fire Dept, and Karuk Tribe

Six Rivers Communications working with Tom Fielden and the site Mgrs. Will install, and implement the Karuk proposed radio system to current (R56) standards.

Six Rivers Communications

4060 Broadway
Eureka, CA 95503
(707) 443-4448
(707) 443-3797 FAX

RFP#15-RFP-035

Customer: Karuk Tribe

Attention: Thomas Fielden (530) 493-1600 Ext 2024, Cell: (530) 643-6569

Date: August 3, 2015

Tom, Here is the RFP you requested to install (4) P25 VHF Repeaters, and (4) P25 UHF links, (2) Outdoor type locking cabinets, (2) Solar Systems with Batteries, and Antenna systems. Also included is the UHF link section for existing Repeater at Orleans Mtn.

Qty	Description	Unit Price	Total Price
2	Outdoor type locking cabinets, for Collins, Ukonom	\$1,984.00	\$3,968.00
4	VHF, Antenna Systems Complete, includes (1) Sinclair Dipole antenna, 1/2 inch Andrews Helix, Connectors, jumpers and lightning protection. And mounting hardware	\$1,286.00	\$5,144.00
4	UHF, Antenna Systems Complete, includes (1) Yagi antenna, 1/2 inch Andrews Helix, Solder/Clamp Connectors, jumpers and lightning protection.	\$1,046.00	\$4,184.00
1	UHF Antenna system, (Primary Site) Complete, Includes (1) Telewave UHF Dual Dipole, field adjustable. For Slater	\$1,340.00	\$1,340.00
2	Solar system to include (2) Panels, (4) 75 Amphour Gellcel Sealed Batteries, 30 Amp charge Controller with Low Voltage Disconnect, Mount for Solar Panels, and hardware. For Collins and Ukonom	\$3,469.20	\$6,938.40
4	Telewave Pass/Reject type duplexer	\$1,900.00	\$7,600.00
5	Intermodulation Panels. Dual Isolators and Harmonic Filter	\$1,242.00	\$6,210.00
2	19" Equipment Racks	\$250.00	\$500.00
	Material Sub Total		\$35,884.40
	Shipping		\$700.00
	Coordination, Installation, and Technical Services for all repeater sites. Programming Karuk mobiles, portables, and bases		\$27,000.00
	Total		\$63,584.40
	TERO Fee at 2%		\$1,271.69
	Grand Total		\$64,856.09

If you have any questions or need further information, please don't hesitate to contact us. Prices valid for 30 days, Terms: 50% Down, Balance: Net 10 days.

Sincerely,

Ray Daniels
President

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



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REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract Karuk Tribe Number Assigned: 16-C-017
 MOU
 Agreement Funder/Agency Assigned: 5020-01-7601
 Amendment Prior Amendment: _____

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

Requestor: Emma Lee Perez Date: November 4, 2015

Department/Program: Emergency Preparedness

Name of Contractor or Parties: Six Rivers Communications

Effective Dates (From/To): _____

Amount of Original: \$64,859

Amount of Modification: _____

Total Amount: _____

Funding Source: 5020-01-7601

Special Conditions/Terms:

Brief Description of Purpose:

Install repeater equipment at Ukonom, Slater Butte, Collins Baldy and Gunsight.

**** REQUIRED SIGNATURES ****

Emma Lee Perez
Requestor

11/4/15
Date

Laura Mayton
**Chief Financial Officer

11-9-15
Date

Emma Lee Perez
**Director, Administrative Programs & Compliance

11/4/15
Date

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

Date

Other _____

Date

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Fax: (530) 493-5270

Karuk Tribe



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

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Contract Number: 16-C-017

This Agreement, dated as of _____, is between the Karuk Tribe (hereinafter “the TRIBE”) and Contractor (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 30, 2015 – December 31, 2015.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, Sixty Four Thousand Eight Hundred Fifty Nine dollars and nine cents (\$64,859.09). All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. Contract Compliance Specialist 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

Ray Daniels
4060 Broadway
Eureka, CA 95503
(707) 443-4448
TIN:

KARUK TRIBE

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

Signature and Date

Signature and Date

Scope of Work

Task One– Coordination

Coordinate with Federal and State Agency Site Administrators to gain access to all communication sites for repeater installation.

Task Two– Antenna system

Purchase antennas, cable, electrical wiring, and all applicable fittings and connectors to install a functioning repeater system for all sites. Purchase indoor/outdoor locking cabinets as needed for installation of repeaters.

Task Three– Solar Power Packages

Purchase complete solar packages to power repeaters located at Collins Baldy, Ukonom and any upgrade to the Orleans Mt. site.

Task Four– Repeater System Installation

Install one (1) Daniels UHF 30 Watt Link Radio for existing Orleans Mountain repeater with appropriate antennas and solar upgrade, if needed. Four (4) Daniels VHF, 30 Watt, P25 Repeaters, with four (4) Daniels UHF 30 Watt Link Radios, set up on Ukonom Mountain, Slater Butte, Collins Baldy, and Gunsight with Slater Butte being the backbone of the system. Assure repeaters, antennas and cabinets are installed correctly and working.

Task Five– Programming

Program two (2) Tribal DMHB Bendix King Base radios and four (4) DPH Bendix King Handheld radios to all repeater frequencies and instruct Karuk Tribal Office of Emergency Services staff how to access repeaters with appropriate channel(s) and tone(s).

Task Six– System Test

Test entire Repeater System with Karuk Tribal OES Staff to assure it is working properly and provide OES staff with an electronic and paper copy of all transmit and receive frequencies and tones for the repeater system.

KARUK TRIBE

For Period Ending 10/31/2013

Selecting on DIV from 502001 to 502001

ACCOUNT	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
5020-01-7301.00					1,271.00	
MILEAGE/VEHICLE USAGE	1,271.00					
5020-01-7600.00					182,348.00	
EQUIPMENT	182,348.00					
5020-01-7601.00					76,381.00	
CONTRACTUAL	76,381.00		0.00			
Totals for :	260,000.00		0.00		260,000.00	
502001 (HOMELAND SECURITY 2013 THSGP						
EMV-2013-SS-00056)						
Report totals	260,000.00		0.00		260,000.00	

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Request for Proposals

15-RFP-035

For More Information: Thomas Fielden, 530-643-6569, tfielden@karuk.us
Proposal Deadline: August 7th, 2015 no later than 5 PM (Pacific Daylight Time)

The Karuk Tribe requests proposals for the following Scope of Work required for the Karuk Two Way Radio Emergency Communications Project and will consist of 1 UHF 30 Watt Link Radio for existing Orleans Mountain repeater. Installation of 4 VHF Daniels, 30 Watt, P25 Repeaters, with UHF Daniels 30 Watt Link Radios, set up on Ukonom Mountain, Slater Butte, Collins Baldy, and Gunsight. Complete 4 VHF Antenna Systems for each repeater site. Complete 5 UHF Antenna Systems for each repeater site to link all the sites together and outdoor type locking cabinets where required by site administrators per the applicable permit, solar packages are required at specified sites to power repeaters. FCC Licenses have been obtained, state & federal permits have been acquired, environmental clearances have been approved and Codan Daniels repeaters have been purchased and preprogrammed for all sites and will be provided upon award of contract.

Task One– Coordination

Coordinate with Federal and State Agency Site Administrators to gain access to all communication sites for repeater installation.

Task Two– Antenna system

Purchase antennas, cable, electrical wiring, and all applicable fittings and connectors to install a functioning repeater system for all sites. Purchase indoor/outdoor locking cabinets as needed for installation of repeaters.

Task Three– Solar Power Packages

Purchase complete solar packages to power repeaters located at Collins Baldy, Ukonom and any upgrade to the Orleans Mt. site.

Task Four– Repeater System Installation

Install one (1) Daniels UHF 30 Watt Link Radio for existing Orleans Mountain repeater with appropriate antennas and solar upgrade, if needed. Four (4) Daniels VHF, 30 Watt, P25 Repeaters, with four (4) Daniels UHF 30 Watt Link Radios, set up on Ukonom Mountain, Slater Butte, Collins Baldy, and Gunsight with Slater Butte being the backbone of the system. Assure repeaters, antennas and cabinets are installed correctly and working.

Task Five– Programming

Program two (2) Tribal DMHB Bendix King Base radios and four (4) DPH Bendix King Handheld radios to all repeater frequencies and instruct Karuk Tribal Office of Emergency Services staff how to access repeaters with appropriate channel(s) and tone(s).

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Task Six– System Test

Test entire Repeater System with Karuk Tribal OES Staff to assure it is working properly and provide OES staff with an electronic and paper copy of all transmit and receive frequencies and tones for the repeater system.

Responses to this Request for Proposals should include the following:

- 1) A statement of qualifications, including relevant project history.
- 2) A proposed approach and rationale for completion of the contract tasks described above, including descriptions of similar work previously completed and the results/benefits achieved.
- 3) A lump sum price, with attached price page.
- 4) Names and telephone numbers of three client references.

Responses must be hand, mail, fax, or email delivered by August 7th, 2015 no later than 5 pm (Pacific Daylight Time) to:

Emma Lee Perez, Contract Compliance Specialist
Karuk Tribe – Administration Office
64236 Second Avenue
P.O. Box 1016
Happy Camp, CA 96039
Phone: (530) 493-1600 ext. 2019
Fax: (530) 493- 5322
Emails will be accepted at: emmaleeperez@karuk.us

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

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

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

A background check consisting of employment history, professional references, and criminal check may be conducted. Applicants will be required to pass the background check in accordance to the Karuk Tribe Personnel Policy and Federal/State/Tribal requirements.

Price Page for 15-RFP-035:

Proposal Submitted by:

Name: _____ **Phone Number:** _____

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

Amount requested to be compensated for each task:

- Task, one: _____
- Task, two: _____
- Task, three: _____
- Task, four: _____
- Task, five: _____
- Task, six: _____

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

List up to three references with phone numbers below:

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

Other Comments:

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

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

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

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Emma Lee Perez DATE: 11/13/2015

DEPARTMENT: Compliance

DEADLINE: _____ DATES: _____
 E: 11/19/15 AMOUNT: \$ 42,000.00 FROM: 01/01/2016 TO: 12/31/2016

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

Karuk Tribal Council authorizes the acceptance of contract No. 16F-5101 with the State of California Department of Community Services and Development (CSD) in the amount of \$42,000.00 for Program Year 2016

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"/>

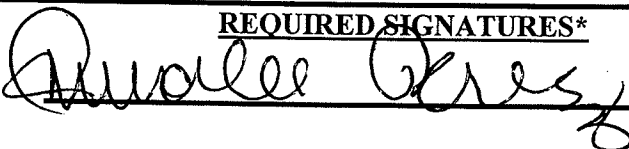
COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*		DATE	<u>11/13/15</u>
CFO*	_____	DATE	_____
COMPLIANCE*	_____	DATE	_____
CHAIRMAN	_____	DATE	_____
OTHER	_____	DATE	_____

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RESOLUTION OF THE KARUK TRIBE

Resolution No: 15-R-137
Date Approved: November 19, 2015

RESOLUTION AUTHORIZING THE ACCEPTANCE OF CONTRACT NO. 16F-5101 WITH THE STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD) IN THE AMOUNT OF \$42,000.00 FOR PROGRAM YEAR 2016.

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

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

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

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

WHEREAS; the Karuk Tribe has committed resources to try to meet these needs through various education, low income assistance, social, cultural and youth programs, but is still under funded in these and other categories; and

WHEREAS; the Karuk Tribe is committed to supporting the health and well-being of Karuk Tribal Members and other Native Americans; and

WHEREAS; the State of California has provided the opportunity for the Karuk Tribe to enter into contract with the State to receive funding that supports these activities; and

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the acceptance of contract No. 16F-5101 with the State of California Department of Community Services and Development (CSD) in the amount of \$42,000.00 for Program Year 2016.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 15-R-137 which was approved at a regularly scheduled Council meeting on November 19th, 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

AGREEMENT NUMBER 16F-5101	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Karuk Tribe of California

2. The term of this Agreement is: **January 1, 2016 through December 31, 2016**

3. The maximum amount of this Agreement is: **Total \$11,173.00**

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

- Part I
 Preamble
 Article 1 - Scope of Work
 Article 2 - Contract Construction, Administration, Procedure
- Part II*
 Subpart A - Administrative Requirements*
 Subpart B - Financial Requirements*
 Subpart C - Programmatic Requirements*
 Subpart D - Compliance Requirements*
 Subpart E - Certification and Assurances*
 Subpart F - State Contracting Requirements*
 Subpart G - Definitions*
 Subpart H - Table of Forms and Attachments*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Karuk Tribe of California		"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 1016, Happy Camp, CA 96039		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		<input type="checkbox"/> Exempt per _____

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

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**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2015 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended. Unless otherwise specified in the Contractor’s Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes.
- B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
 - 1. The initial amount shall be based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2015, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

ARTICLE 1 – SCOPE OF WORK

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

2. Upon the issuance of each subsequent federal allocation, including the full annual allocation to the State for FFY 2015, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to CA Government Code §§ 12750 – 776 and applicable CSBG State Plan provisions.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2015 CSBG Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
 3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements, except as otherwise provided in this Agreement.
- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

1. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
 2. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
 3. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as codified at 2 CFR Part 225;
 4. OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified at 2 CFR Part 230.
 5. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307).
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-

ARTICLE 1 – SCOPE OF WORK

**STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT**

funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,

7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. Agreed-upon Contract Execution Provisions, Procedures and Required Forms
 - 1. Part I, the Base Contract, will be exchanged by the parties for execution with original signatures, fully executed copies being retained by each party.
 - 2. Contractor must complete the following forms, available on the providers’ website at <https://providers.csd.ca.gov>, and return them with the executed contract:
 - a. 425 Budget Series Forms
 - i. CSD 425.S CSBG Contract Budget Summary
 - ii. CSD 425.1.1 CSBG Budget Support Personnel Cost
 - iii. CSD 425.1.2 CSBG Budget Support Non Personnel Cost
 - iv. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
 - v. CSD 425.1.4 CSBG Contract Budget Narrative
 - b. CSBG/NPI Workplan CSD 801 W (Form)
 - c. Certification Regarding Lobbying/Disclosure of Lobbying Activities

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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- d. Community Services and Development Federal Accountability and Transparency Act Report CSD 279 (Form)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2015 CSBG Agreement and any amendments.
4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on CSD's "Provider Website," which may be accessed by Contractor, downloaded and printed at Contractor's option.
6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Provider Website until such time as a subsequent Agreement or amendment is executed by the parties.
7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

2.2 State Contracting Requirements – “General Terms and Conditions, GTC 610”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor's Option of Termination

- A. Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate

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business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

- A. State Budget Contingency
1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.
 2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

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PARTS I & II – ENTIRE CONTRACT

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.
4. Subject to the provisions of 2.4 B. 2., CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among

**STANDARD AGREEMENT
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the parties with respect to such subject matter.

C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Emma Lee Perez DATE: 11/13/2015

DEPARTMENT: Compliance

DEADLINE DATES
E: 11/19/15 AMOUNT: \$ 74,088.00 FROM: 01/01/2016 TO: 12/31/2016

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

Karuk Tribal Council authorizes the acceptance of contract No. 16F-5102 with the State of California Department of Community Services and Development (CSD) in the amount of \$74,088.00 for administration and pass through to the Hoopa Valley Tribe, Alturas Rancheria, Elk Valley Rancheria, and Cedarville Rancheria for Program Year 2016.

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"/>

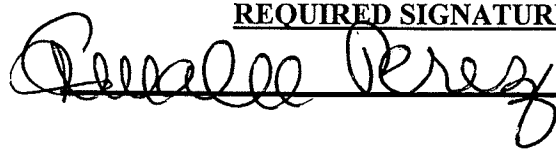
COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*		DATE	<u>11/13/15</u>
CFO*	_____	DATE	_____
COMPLIANCE*	_____	DATE	_____
CHAIRMAN	_____	DATE	_____
OTHER	_____	DATE	_____

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

Karuk Tribe



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

Administrative Office

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

RESOLUTION OF THE KARUK TRIBE

Resolution No: 15-R-138
Date Approved: November 19, 2015

RESOLUTION AUTHORIZING THE ACCEPTANCE OF CONTRACT NO. 16F-5102 WITH THE STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD) IN THE AMOUNT OF \$74,088.00 FOR ADMINISTRATION AND PASS THROUGH TO THE HOOPA VALLEY TRIBE, ALTURAS RANCHERIA, ELK VALLEY RANCHERIA, AND CEDARVILLE RANCHERIA FOR PROGRAM YEAR 2016.

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; there is a need for Safety Net Services, education program support, food distribution programs, youth programs and other program supports that benefit low income families; and

WHEREAS; the Karuk Tribe is committed to supporting the health and well-being of Karuk Tribal Members and other Native Americans; and

WHEREAS; the State of California has provided the opportunity for the Karuk Tribe to enter into contract with the State to receive funding that supports these activities; and

WHEREAS; contract number 16F-5102 will be used to support low income programs for Hoopa Valley Tribe, Elk Valley, Cedarville and Alturas Rancheria along with funds to provide compensation to the Karuk Tribe for their administrative activities as well as additional support funding for the Summer Youth Program in our service area; and

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the acceptance of contract No. 16F-5102 with the State of California Department of Community Services and Development (CSD) in the amount of \$74,088.00 for administration and pass through to the Hoopa Valley Tribe, Alturas Rancheria, Elk Valley Rancheria, and Cedarville Rancheria for Program Year 2016.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 15-R-138 which was approved at a regularly scheduled Council meeting on November 19th, 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

AGREEMENT NUMBER 16F-5102	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
Department of Community Services and Development
 CONTRACTOR'S NAME
Karuk Tribe of California

2. The term of this Agreement is: **January 1, 2016 through December 31, 2016**

3. The maximum amount of this Agreement is: **Total \$19,709.00**



4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:

- Part I
 Preamble
 Article 1 - Scope of Work
 Article 2 - Contract Construction, Administration, Procedure

- Part II*
 Subpart A - Administrative Requirements*
 Subpart B - Financial Requirements*
 Subpart C - Programmatic Requirements*
 Subpart D - Compliance Requirements*
 Subpart E - Certification and Assurances*
 Subpart F - State Contracting Requirements*
 Subpart G - Definitions*
 Subpart H - Table of Forms and Attachments*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://providers.csd.ca.gov/>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Karuk Tribe of California		"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 1016, Happy Camp, CA 96039		
STATE OF CALIFORNIA		
AGENCY NAME Department of Community Services and Development		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING Cindy Halverstadt, Deputy Director, Administrative Services		
ADDRESS 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		
		<input type="checkbox"/> Exempt per _____

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PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2015 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, the CSD and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

- A. Contractor shall administer and/or operate community-based programs designed to reduce poverty, revitalize low-income communities, and empower low-income families and individuals within Contractor’s service area (described in Section 1.3) to achieve greater self-sufficiency, pursuant to Title 42 of the United States Code (USC) Section 9901 et seq. (the Community Services Block Grant Act, as amended) and Government Code Section 12085 et seq., as amended. Unless otherwise specified in the Contractor’s Community Action Plan or elsewhere in this Agreement, Contractor shall make its services and activities available to the low-income community within its service area throughout the entire term of this Agreement. Contractor shall ensure that all services funded in whole or in part through this Agreement will support state and federal policies and goals of the CSBG Act as set forth in the above-referenced statutes.
- B. The CSBG Catalog of Federal Domestic Assistance number is 93.569. The award is made available through the United States Department of Health and Human Services.

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
 - 1. The initial amount shall be based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2015, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

ARTICLE 1 – SCOPE OF WORK

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PARTS I & II – ENTIRE CONTRACT**

2. Upon the issuance of each subsequent federal allocation, including the full annual allocation to the State for FFY 2015, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to CA Government Code §§ 12750 – 776 and applicable CSBG State Plan provisions.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2015 CSBG Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
 3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Circular A-133 and its appendices and supplements, except as otherwise provided in this Agreement.
- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

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1. OMB Circular A-102 (Common Rule for State and Local Governments), as codified by the Department of Health and Human Services (HHS) at 45 CFR Part 92;
 2. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations), as codified by HHS at 45 CFR Part 74;
 3. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments) as codified at 2 CFR Part 225;
 4. OMB Circular A-122 (Cost Principles for Non-Profit Organizations) as codified at 2 CFR Part 230.
 5. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CCC-307).
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-

ARTICLE 1 – SCOPE OF WORK

STANDARD AGREEMENT
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funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,

7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.
- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

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ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
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- d. Community Services and Development Federal Accountability and Transparency Act Report CSD 279 (Form)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2015 CSBG Agreement and any amendments.
4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on CSD's "Provider Website," which may be accessed by Contractor, downloaded and printed at Contractor's option.
6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Provider Website until such time as a subsequent Agreement or amendment is executed by the parties.
7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

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In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this agreement. The provisions in their entirety, previously located in Exhibit C of the CSBG contract, are now found in Part II, Subpart F of this Agreement and are fully binding on the parties in accordance with state law.

2.3 Contractor's Option of Termination

- A. Contractor may, at Contractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor's legitimate

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business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor's permanent or temporary de-designation as an eligible entity, due to CSD's obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.
2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

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B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Agreement may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Agreement are expressly contingent on adequate funding being made available to the state by the United States Government.
2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.
3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Agreement was executed, this Agreement shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Agreement without force and effect.
4. Subject to the provisions of 2.4 B. 2., CSD shall authorize expenditures of funds under this Agreement based on any Continuing Resolution appropriations. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.5 Miscellaneous Provisions

- A. **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. **Merger/Entire Agreement.** This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among

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the parties with respect to such subject matter.

C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.

D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:

Department of Community Services and Development
Field Operations Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

TERO Department Report – November 2015

*****Please excuse my absence from the Council meeting due to being on personal leave.**

Program	Total Budget	Expended to Date	Balance	% Expended
TERO	72,243.00	830.34	71,412.66	1.15%

TERO Summary

TERO Pacific Northwest (PNW) Region Fall Meeting

We experienced a great regional TERO meeting. The TERO Director was part of a panel discussion along with Yurok TERO and Tolowa TERO regarding Caltrans and the issues we are facing. We were informed by EEOC staff that the Karuk Tribe is being considered for an annual non-competitive grant from EEOC. They are waiting on more federal budget information. The Spring PNW TERO meeting will be held in April at the Coleville Tribe in Washington.

The Annual TERO Legal Update is scheduled for December 9 – 11, 2015 in Las Vegas, NV. TERO would like to send three representatives (TERO Director and two Commissioners, TERO Chair, Lavon Kent and TERO Commissioner Debbie Whitman). Out of state travel is requested for the non-employee Commissioners to attend this training.

Respectfully request out of state travel approval for two non-employee TERO Commission members to attend the TERO Legal Update in Las Vegas December 9 – 11, 2015.

Our House Counsel was also invited to attend this important training, it is hoped that she will be able to attend although the dates conflict with the December Council meeting and the Employee Christmas party.

Casino Project

Calls still come in for Casino job information both the construction side and the operations side. I continue to relay as much information as I have when I receive these calls.

EEOC Training

We are looking at mid-January or early February for EEOC training on investigations and hearings. They will notify us when they have identified dates that will work for the EEOC trainers. Our TERO retreat will encompass this training. We have had to postpone our retreat a couple of times and decided this training will be a good thing to add to our retreat agenda. We hope to invite Council and Management Team members to this training. We could also include other Boards that may have to conduct hearings if that is wanted.

Nor Cal TERO/Caltrans

Our issues with Caltrans are ongoing. After our October 9th meeting with the four NorCal TEROs and Caltrans staff, we agreed to a follow up meeting that has not been scheduled yet. The Native American Advisory Committee (NAAC) which advises Caltrans is scheduled for November 18th and we expect more information then. Our NAAC rep is Sandi Tripp who is seeking re-appointment for another term and I am the alternate.

Cultural Monitor Training

Tentative dates for the upcoming Cultural Monitor training in Happy Camp are November 16 & 17. The THPO office is sponsoring this training in collaboration with TANF and TERO. The first training we had in August had 17 participants and some of them did not pass the pre-employment screening process. We need to increase our Cultural Monitoring pool so we hope to have a good turnout at this next training.

Food Handlers Training

We are holding three Food Handlers Manager Training classes, one in each community. The dates are:

Happy Camp November 23 - Old Gym 9am – 5 pm
Orleans November 30 - DNR Community Room 9 am – 5 pm
Yreka December 4 - KTHA Offices Community Room 8 am – 4 pm

We are offering this certification at a huge discount. The class is normally \$95.00 and TERO is offering it to Karuk Tribe members, descendants and employees for \$25.00 and non-Karuk individuals for \$50.00. This certification is good for five years and recognized nationally. It is not the same CA state certification one can get online for cheap.

CHILD CARE

Child Care Budget:

Program	Total Budget	Expended to Date	Balance	% Expended	# of Families Served
CCDF FY 15	69,674.00	28,553.00	41,121.30	24.4 %	5

- CCDF FY16 funds were just awarded; We will receive \$69,852.00

Child Care Summary

Child Care National

There continues to be a lot to monitor in DC and with the Feds for child care. Not much has changed since my report last month. I am proud to say some of the issues we brought up in our ACF Tribal consultation statement was heard and the Feds are talking about formulating a tribal workgroup to review and provide input on the new child care funding application (Plan pre-print). Word has it that it is being drastically changed. The new CCDF regulations will soon be

out for public comment and many of us are eager to see what they will look like. I am prepared to provide and solicit feedback from tribal grantees through the National Indian Child Care Association (NICCA) and our state association.

We received our grant award notice for FY16. We are receiving about the same amount as in FY15.

Child Care State

Currently the state is working on their federal child care funding application. States are now required to coordinate with Tribes “upon the Tribes request” and the state has determined that our quarterly meetings are the coordination channel that they are required to follow. We are blessed to have use of the IHS offices in Sacramento for our quarterly meetings. We have come a long way with the state but now we need to get more tribal child care programs to attend our meetings. Our next Tribal Child Care Association of California meeting is scheduled for January 13 & 14th in Sacramento.

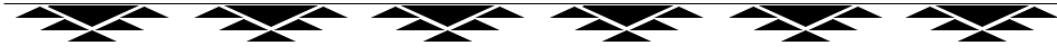
We are almost finished with the Tribal Licensing standards we have been developing and working on for the past couple of years. Our meeting to finalize the standards was postponed to November 19 & 20th at the regional office in San Francisco but I will not be able to attend. I will be working on the standards and submitting my recommendations to the group to review in my absence.

Child Care Local

I am reconfiguring how, when and where to engage in the early childhood network with the County as our former Head Start Director was our primary representative for the Tribe. There is a lot more ground to cover now. The Tribe has always been respected at the county level and we need to continue our efforts on this front.

Respectfully Submitted,

Dion Wood



Salstrom Parcels:

Additional edits were requested by the former owner for this agreement, they have been reviewed and Counsel for the Tribe has recommended accepting these edits.

Maximum Rent Policy:

Per the Boards direction, I have provided a spreadsheet that shows a five year phased increase to the average maximum rent, by adding the 30%, 50% and 80% Median Income Level (MIL) maximum rents and dividing by 3 to obtain an average max rent and a five year phased increase to a maximum rent level for 80% MIL only which is higher. It will be reviewed and considered for adoption by the Board.

LIHTC Partnership agreements:

We continue to move forward with this agreement, lease and sublease discussions. Fatima, Ed and I have met several times to strategize the path forward to get what we need in the agreements and what we don't want out. When I was out of the office we had an important conference call with Bryan Schuler and Casey from Travois, which I attended from home. Bryan Schuler was requested by us from Travois to be the representative who replaced Marie Allen in our negotiations of the Partnership Agreement. Marie is still a part of the negotiations, just not the lead. The results of Bryan's discussion (from email) with Richman were favorable.

Mortgage and Foreclosure Ordinance Draft: The project will also require that the Tribe enact an ordinance for Mortgage and Foreclosures. Ed has provided a draft Ordinance that another Tribe has used and provided it to Fatima who is performing her review of the draft.

LIHTC Partnership Due Diligence Work:

Ed Goodman has been conducting the due diligence work for the Partnership Agreement, which is to certify that what we say we are and do, is actually what we are and what we do. He noticed that while reviewing the KTHA Bylaws that they require that the Chair, and if the Chair is not available the successive officers in line of authority, to sign all contracts, deeds, instruments, etc. Article II, Section 2.

Since the documents to be signed in the LIHTC transaction are more of the nature of contracts, deeds, and financial instruments, and not programmatic agreements and administrative documents. The drafts that Faegre, Hobbs/Strauss, and Kutak (legal representatives for the partnership and the individual partners, respectfully) have put together have the Executive Director as the signatory, but as he read these parts of the bylaws he thinks that the Chair would have to sign. He has made the necessary revisions to the drafts.

Pet Policy:

I am still researching this issue with other tribes, but it has been difficult to find time with the other things that have been going on. I'd like to find out what direction the Board and Council will decide before dedicating much more time to this. We will have this on our agenda for November 18th.

Foster Family Policy:

Ann and I worked on a Foster Family waiting list system and related policy for your review. We have enclosed it with my report for November 16th only so that the Board can provide their comments. Also included is the Caregiver Addendum language, requested by the Board.

Annual Performance Report:

I haven't worked on this report for the last week, but I now have the financial information from Jeri, security's information and have requested the TRO's reports, so the main pieces are ready to go. It won't take long to complete and the Board will have time to review it.

Wellness Center:

The opening of the Wellness Center has not gone smooth. After getting hours of operations straightened out, and the internet functioning, there is still no phone (although that may be resolved by the day of this meeting). Numerous people have been coming to the Center and are suspected to be under the influence of drugs. Rachel has caught someone outside the Center smoking pot, and there has been some vandalism and reports of one person spinning donuts in the parking lot.

A community meeting is to be held on November 12th and per my instructions, a revised flyer was sent out to the community and posted via the web. I have asked Ann to attend the meeting with the special purpose of observing and reporting back to me her observations about how the community is feeling about the activities that are at the center now and what is proposed. I will be out of the office on bereavement leave, so I will not attend.

A request was submitted to Arch to allow a "Donkey Basketball" to be held in the Center. The floor cost us \$141,000 and the cement below it is stained and finished. So, I would not recommend that the Board or Council allow donkeys on it either. I have attached some information on the care of these types of floors.

For more information go to: <https://cc.readytalk.com/cc/download/schedule/8ticqgc811rh>, or see end of report for more information.

The Release of Liability, separate for adults and minors has been completed, reviewed by Ed and submitted to Rachel so that she can start getting signatures and so that she can make files for each user. The Rules are an attachment to these Releases.

Program Review- HUD

The written response to HUD was submitted with the IHP Amendment. I did receive their response and Don Sam says they are having a little dust up (their internal issue) on that end about whether or not we should re-test the Loudon house for lead paint after we painted the trim. I told him we could do this easily, to settle the matter.

Eviction Ordinance:

I know I have been keeping Fatima busy with all our Tribal Legal needs! At this time the Ordinance is under Tribe's Counsel legal review and the fee schedule is in development, I believe.

Domestic Violence:

As you are aware we are down two positions on the force account crew. We hope to have these positions filled soon. The project continues to make progress.

Trust Application Request for Proposal:

We received four (4) proposals for the project. The proposals will take some time for review, so I anticipate that I will have the contract ready for Board approval by November 23rd. I have requested a phone vote from the Board to expedite the approval process.

NRCS Fuels Reduction Work- Happy Camp Community

Steve has been asked to take these pictures for the next newsletter.

Negotiated Rulemaking:

Again, no additional information is available. I am waiting on the draft preamble to review so that the committee can approve the Federal Register Notice.

NAIHC Legislative Conference:

NAIHC Legislative Conference is to be held in December in Las Vegas, and we will be attending.

=SFI=

Stalker Flooring Inc.

PO Box 66

New London WI 54961

1-800-831-8773 920-982-2926ph 920-982-4811fax www.stalkerflooring.com sfifloors@aol.com

WOOD GYMNASIUM FLOOR CARE

Daily Floor Care

1. Dust Mop Floor 2-3 Times a Day to Remove Daily Dirt and Grit
2. Remove Gum Using a Putty Knife
3. Wipe Up Pop or Sugar Drink Spills with Damp Rag
4. Clean Up Black or Shoe Marks

Weekly Floor Care

1. Mop Floor or Tack Floor with Hydro Cleaner
2. Check Expansion Joints for Signs of Changes in Humidity
3. Check Entire Floor for Signs of Floor Damage (call Stalker Flooring if Damage is Detected)

Yearly or Bi-Yearly Floor Care

1. Screen Floor with a Buffing Machine
2. Tack Floor with Cleaner
3. Coat Floor with One to Two Coats of Gym Floor Finish

After 8-10 Years

1. Sand Wood Floor to Bare Wood
2. Replace Game Lines
3. Refinish Floor with Four Coats of Gym Floor Finish

Items Not to Use on Wood Gym Floors

Household Products – These Products are Not Designed for Gym Floor Use and May Damage the Flooring or Floor Finish

Never Use in the Gymnasium Any Material or Equipment that is Also Used in Hallways. This will Transfer Waxes and Other Chemicals to Gymnasium Floor.

Do Not Use Any Disinfectants on Gym Floor

Do Not Use Automatic Floor Scrubbers on the Gym Floor- The Weight of the Machine, the Continual Abrasion and Water Being Pushed into the Floor Will Cause Damage to the Floor Finish, the Flooring and the Under Structure.

No Lifts or Heavy Rolling Objects on the Floor without Contacting Stalker Flooring for Specific Instructions on YOUR Gym Floor

No Tape (including Gym Tape) due to the New Floor Systems and VOC Requirements

Do Not Allow Food, Pop, Gatorade or Popcorn into the Gymnasium

Things That Will Cause Damage to the Wood Gymnasium Floor or Floor Finish

Rollerblades or Scooter Carts- The Wheels and Repetition Will Wear Floor Finish within a Short Time Period. The Static and Wheel Oil Can Make Your Floors Slippery.

Donkey Basketball- The Combined Weight of the Animal and Rider Will Cause Damage to the Floor Boards and Under Structure of the Gymnasium Floor.

Floor Hockey- The Hockey Sticks Cause Dings and Dents in the Floor Finish. High Use Areas (Near Goals etc.) will Show Wear to the Gym Finish Particularly in the Painted Areas.

Baseball and Shot Put Practice- These Activities have High Velocity Impact onto Individual Floor Boards and Cause Damage to the Floor Boards and Under Structure of the Gymnasium Floor.

**Karuk Tribe
Council Report from Laura Mayton
Meeting Date: November 19, 2015
Location: Happy Camp**

ACTION ITEMS

I need to apply for a new federal ID number for the Tribe's future gaming operations. In order to do so, I will need a resolution from the Council to approve a legal name for the gaming operations. I will draft a resolution for discussion purposes prior to the meeting.

IHS CONTRACT SUPPORT COST SHORTFALL SETTLEMENT

The Karuk Tribe has agreed to settle its IHS contract support cost shortfall claim for \$800,000 plus interest. Interest will be calculated from September 2012 until the date of payment.

EXCESS VEHICLE AND WATER TANK SALES

The Tribe collected a total of \$4,642 from the sale of excess vehicles and \$1,600 from the sale of four water tanks. There are several vehicles for which no bids were received. Additional individuals have expressed an interest in purchasing water tanks, but have not yet paid for them or picked them up.

We will add to the items that did not sell in the first sealed bid auction and conduct another sell in the near future.

OAK KNOLL

No additional work days at Oak Knoll have taken place since last month's report. However, the maintenance department did look at the leak and the roof. According to Fred the roof is in very good shape. This makes sense because the Tribe put a new roof on the building when they purchased it. It may be that the water damage was caused by broken water pipes in the ceiling. The maintenance department will follow up on this

Unneeded items from Oak Knoll will be added to the list of items to be sold in the next sealed bid auction. The other plans which follow are the same as in my previous report.

- Designate a room for files to be shredded. – Fiscal department will be responsible for designating the room. However, each program will be responsible for deciding what files they want to be moved to this room to be shredded. Once we have a room full of items to be shredded, I would like to pay some local youth group to shred the files as a fund raiser.
- Clean up the grounds outside the building. – I will be asking Earl if his crew can stop at Oak Knoll on their way back from grubbing for the Casino Project to remove the berry briars which surround the building. If they can use the excavator to pile the bushes, Fred indicated that his crew could burn them.

FISCAL YEAR 2016 INDIRECT COST AGREEMENT

The Tribe's fiscal year 2016 indirect cost agreement has been approved. The rate continues to be 50% of wages only.

FISCAL YEAR 2015 AUDIT

The fieldwork for the Tribe's fiscal year 2015 audit is scheduled for January. The schedule is as follows:

KTTHA – January 4th – January 8th
KCDC – January 11th – January 15th
Karuk Tribe – January 25th – January 29th

It is important for each department to make sure that all invoices and other outstanding items related to the fiscal year ending September 30, 2015 are turned in as soon as possible.

CASINO PROJECT DUE DILIGENCE

Due diligence for the casino financing package is moving forward. The Tribe received a list of 58 items requested by the attorneys. The current timeline is to complete grubbing this year and to begin major site work in early 2016.

**Karuk Tribe TERO Regular Meeting Minutes
September 23, 2015
1:30 PM – 4:00 PM – Happy Camp Admin**

ROLL CALL

Lavon Kent—Present
Red Hockaday—Present
Alvis Johnson—Present
Arch Super – Present
Renee Stauffer – Present
Debbie Whitman – Present

Quorum Established

STAFF– Dion Wood, TERO Director – Present; Dora Bernal, HR – Not Present (Excused); Emma Lee Perez, Contract Compliance – Not Present (Excused)

CALL TO ORDER– 1:30 PM

OPENING PRAYER– Arch Super

READING OF THE MISSION STATEMENT– Red Hockaday

AGENDA- *Bud made motion to approve the agenda; Renee seconds motion, 6 Haa, 0 Puuhara, 0 Pupitihara; Motion carries.*

MINUTES- *Red made motion to approve regular TERO meeting minutes of 8/21/15; Bud seconds motion. 6 Haa, 0 Puuhara, 0 Pupitihara; Motion carries.*

COMPLIANCE REPORT – No report

HR REPORT- No report

GUESTS – No Guests

OLD BUSINESS- Strategic Planning dates to be determined during Director’s Report

BUDGET – Laura Olivas was present to review the TERO annual budget with the TERO Commission. Laura provided a budget spreadsheet covering that past 10 years of the TERO budget. Laura explained the difference between the EE&A and the Trial Balance budget reports.

Red made motion to approve the budget; Renee seconds the motion; 6 Haa, 0 Puuhara, 0 Pupitihara. Motion carries.

COMMISSIONER REPORTS – Arch reported on the recent Supervisor’s Training that he attended.

Lavon provided a verbal and written report from the EEOC training that she attended.

DIRECTOR’S REPORT –

- We are happy to have a full TERO Commission.
- TERO is still receiving calls regarding the Casino project. The Commission requested an update from a member of our casino project committee to provide more detailed information on the role of TERO and timeframes.
- Discussion of the EEOC Training that the Commission attended and “next steps” on our direction with EEOC.
- The Commission was informed of an upcoming Caltrans/TERO meeting scheduled for October 9, 2015 in Eureka. There are ongoing issues with the Northern Cal TEROs and Caltrans. This meeting took a long time to get scheduled. There may be some Commissioners who wish to attend.
- The Cultural Monitor training that was held in Yreka is complete. TERO assisted with the food for the training. It appears that 17 individuals passed the training. The protocol for Cultural Monitors seems to have gone by the wayside. A special meeting to go over the proper protocol is scheduled for September 29, 2015 at 10 am.
- The agenda for the PNW Regional Fall meeting was passed out. The Commission was asked to write their name down for the upcoming trainings they are interested in attending. The PNW Fall meeting, the TERO Legal Update meeting and the Spring PNW meeting.
- The Commission discussed potential dates for our strategic planning. It was decided to be help on November 17 & 18. The TERO Director will work on a location TBD.
- The TERO Director submitted draft language to add to the Hiring Policy. The language covers areas that need addressing such as In-house Transfers, Job appointments and On-call appointments.

Election of officers was held by the Commission:

Renee motioned for Lavon Kent to be the TERO Chair, Red seconded the motion. All voted in favor (consensus)

Red motioned for Debbie Whitman to be the TERO Secretary, Renee seconded the motion. All voted in favor (consensus)

Arch motioned for Red Hockaday to be the Vice-Chair of the TERO Commission, Renee seconded the motion. All voted in favor (consensus)

REQUESTS – No requests

PHONE VOTES – None

CLOSED SESSION – No closed session

The Next regular TERO meeting is scheduled for October 28, 2015 at 1:30 pm in the HC Admin fishbowl.

Red made motion to adjourn at 3:59 PM. Bud seconds the motion. 6 Haa, 0 Puuhara, 0 Pupitihara. Motion carries.