

**KARUK TRIBE  
COUNCIL MEETING AGENDA**

WEDNESDAY, July 27, 2016, 3 PM, Yreka, CA

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

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

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

**CH) APPROVAL OF AGENDA**

**EE) CONSENT CALENDAR**

**F) APPROVAL OF MINUTES** (June 23, 2016)

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

1.

**I) GUESTS** (Ten Minutes Each)

1. Dan Effman, Tribal Member

**II) DIRECTOR REPORTS** (Ten Minutes Each)

1. Leaf Hillman, DNR Director (written report)
2. Sandi Tripp, Director of Transportation (written report)
3. Scott Quinn, Director of Land Management (written report)
4. Bari Talley, People's Center Coordinator
5. Lester Alford, TANF Director (written report)
6. Karen Derry, KCDC Operations Manager
7. Dion Wood, TERO/Childcare Director (written report)
8. Eric Cutright, IT Director (written report)
9. Dora Bernal, HR Director
10. Jaelyn Ownsbey, Grant Writer (written report)
11. Alan Merrill, Education Coordinator (written report)
12. Erin Hillman, KTHA Director (written report)
13. Laura Mayton, Chief Financial Officer (written report)
14. April Attebury, Judicial Systems Administrator (written report)

15. Emma Lee Perez, Contract Compliance (on leave)

**K) REQUESTS** (Five Minutes Each)

1.

**M) PHONE VOTES** (Five Minutes Each)

1. Request approval of sliding fee policy for the Health Program; 01-003-100. Passed.
2. Request approval of resolution 16-R-071 grant proposal to the EPA for \$349,600. Passed.
3. Request approval of contract 16-C-079 with Isha Goodwin. Passed.
4. Request approval of agreement for attorney firm to file trademark for the Casino Name. Passed.
5. Request approval to provide hospice services for TM #0789. Passed.
6. Request approval of resolution 16-R-123 authorizing submission of a HRSA proposal for Delivery System Health Information; \$45,366. Passed.
7. Request approval of letter regarding the Yurok and Karuk Tribes' sixty-day notice of intent to sue. Passed.
8. Request approval of the revised resolution template. Passed.
9. Request approval of the Vice-Chairman to Certify resolutions and ordinances as the Secretary/Treasurer substitute. Passed.
10. Request approval of resolution 16-R-106 authorizing KCDC to submit a BIA proposal. Passed.
11. Request approval of resolution 16-R-117 authorizing KCDC to submit a BIA proposal (IEED). Passed.
12. Request approval of modification (1) to agreement 15-A-042 with Orleans Elementary School. Passed.

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

1.

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

1. KTHA Meeting Minutes

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

1. Enrollment (dinner break)
2. Chuuk Chuuk Hillman
3. Gina Allen
4. Barbara Snider
5. Tribal Council Members

**P) SET DATE FOR NEXT MEETING** (August 25, 2016 at 3PM, Happy Camp, CA)

**R) ADJOURN**

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**Department of Natural Resources**

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# Karuk Tribe

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**DEPARTMENT OF NATURAL RESOURCES  
TRIBAL COUNCIL REPORT  
July 2016**

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

**DIRECTOR OF NATURAL RESOURCES AND ENVIRONMENTAL  
POLICY/Leaf Hillman**

- \$2,500 Visa purchase card for David Medford
- USFWS Habitat Enhancement, Mid Klamath Coho Planning
- USFWS Tribal Participation, Klamath Water Agreement Negotiation Process

**DNR Operations (General)**

As I reported last month the 2016 fire season is well underway and wildfire activity continues to keep KARUK 1 (K-1), and well as other DNR staff busy. This activity continues to place additional strain on existing staff duties and responsibilities.

Other field crews at DNR (Fisheries - Water Quality - Food Security – Arch/Cultural Resources) are all operating at full capacity and are keeping very busy schedules.

In addition to participating in Cultural Resources / Arch Surveys in support of planned fall 2016 TREX Burns, I also attended and participated in WKRP field review and consultation with the US Fish and Wildlife Service.

I attended and participated in a 3-day planning workshop designed to further the development of the recently established Indigenous Peoples ~ Cultural Burning Network. This organization is being developed by a group of fire practitioners from the Karuk, Yurok, and Hoopa Valley Tribe's with the goal of providing a support network to facilitate and promote the advancement of re-established cultural burning practices on the landscape.

**Climate Vulnerability Assessment**

I wanted to report back to the Tribal Council on the Climate Change Summit which we hosted at DNR on July 1. The meeting was well attended with many attendees traveling long distances to attend. I believe the meeting was a tremendous success on many levels. Perhaps the most significant outcome of the meeting was that it brought to light the fact that the USFS / BLM had failed to conduct meaningful consultation with federally

recognized Indian Tribes, as required by law, on the subject of Climate Vulnerability Assessments within the range of the Northern Spotted Owl. The meeting has also served to focus and refine on-going Karuk DNR efforts aimed at conducting our own Climate Vulnerability Assessment.

## WATER QUALITY COORDINATOR/ Susan Corum

Participated in the following meetings/processes:

- Coordinated field trip with USGS staff from Portland, Sacramento, and Menlo Park offices to view the mid-Klamath and discuss dam removal science.
- Attended a CA Water Quality Symposium SWAMP Conference in Sacramento.
- Attended a CCHAB meeting in Sacramento and participated in CCHAB conference calls.
- Participated in a BGA training at HSU.
- Attended a meeting regarding ONRW coordination.
- Participated in KFHAT calls.
- Participated in FASTA team calls.

Reports

- Council Report

Water Quality Crew Update

- Crew has out Scott River site real-time on our website: [waterquality.karuk.us](http://waterquality.karuk.us). Let us know if you have any comments about the website.
- Crew is out actively sampling for nutrients and will start public health monitoring for toxic algae.

## FISHERIES PROGRAM/Toz Soto

During the past month the Fisheries Program has continued work on summer field projects, project planning and project development along with fisheries consultation with agencies.

Field projects include; Pacific Lamprey radio telemetry project, Coho ecology study and pit tag studies, juvenile fish out migrant trapping in the lower Salmon River and Klamath near Big Bar, annual summer stream flow and temperature monitoring, ground water and surface flow connectivity monitoring in lower Seiad Creek, hatchery Chinook collection for fish disease studies.

Project planning includes; the Seiad Creek Habitat Project's county floodplain permit application and review process, off channel ponds project field reviews for proposed projects in Horse Creek, China Creek, Little Horse Creek and Beaver Creek. Projects are being designed collaboratively with MKWC and KNF biologist. Also, attended a field review with Caltrans, NOAA and CDFW to look at HWY 96 fish passage barriers located in Siskiyou County. They include culvert crossings at Stanshaw Creek, Sandy

Bar Creek, Cade Creek and Portuguese Creek. All sites current fish barriers and are being considered for fish passage upgrades.

A large portion of time last month was spent working on project development and proposals. We submitted planning proposals to BOR's Coho enhancement fund and are working with US Fish and Wildlife Service in development of a larger fish habitat planning efforts that would occur during the next 3 to 5 years. Time was also spent on proposals aimed at increasing funding for staff support for planning meetings related to Klamath River flow needs. Progress was also made on the FY 2017 AFA with the Bureau of Reclamation.

We continued participation and consultation regarding Klamath River fish and flows including the FASTA team and KFHAT group. We assisted with summer watershed education programs including the Klamath Outdoor School and MKWC's Youth Rafting and Restoration program. Plus hosted summer tribal youth work program by hosting 5 youth workers.

Progress was made on the Scott River EDT modeling efforts that included coordination with some key Scott Valley landowners and staff from the Siskiyou Resource Conservation District and Scott River Watershed Council. This work included a field trip to Scott Valley with fish biologist Larry Lestelle and river geomorphology's expert Tim Abbey. We looked at various river reaches from a habitat quality, quantity and restoration perspective. We visited a one of the larger farming operations in the valley where were spent part of the day discussing fish habitat quality, changes in the river channel from past to present and habitat restoration options. Tim Abbey shared his expertise in using engineered log jams to restore habitat quality and discussed the potential of this type of work benefitting fish habitat along the Scott River.

Other coordination and consultation working included implementation of the settlement terms and conditions regarding flow released to the Shasta River from Dwinell Reservoir and talks with the Shasta River Safe Harbor Agreement group.

NATURAL RESOURCES POLICY ADVOCATE/ Craig Tucker

FOOD SECURITY PROGRAM COORDINATOR /Lisa Hillman

Action item: Requesting approval of 7th grade lessons for the Nanu'ávaha K-12 Curriculum at the DNR –Council Special Meeting on August 3, 2016. Hard copies of the lessons will be sent to the KRAB and to the Tribal Council by July 26, 2016.

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We have been very busy here with Food Security Project activities and preparing for our upcoming events. With great pleasure, we are proud to announce the addition of weekly basketry classes led by Master Weaver, Verna Reece. Please find an abbreviated list of activities below, followed by reports from our staff members:

Herbarium Collection/Mounting - Thursdays meet Orleans DNR  
Participate to learn with us the Ethnobotany of the Karuk People. Depending on weather, work plan may vary from mounting specimens indoors to collecting specimens in the field. Nature walks included. Contact Megan Mucioki, mmucioki@berkeley.edu or Ben Saxon, bsaxon@karuk.us.

Back to the Garden Tuesdays! (BTGT) – Orleans Community Garden activities with MKWC and Summer Youth Crew. Workshops for youth to learn art, cooking, and so much more! All kids welcome, 7 and under must be accompanied by an adult. Permission slips and sign-in available @ Mid Klamath Watershed Council, Orleans. Contact Heather Rickard, hrickard@karuk.us or Ben Saxon, bsaxon@karuk.us with Karuk Tribe or Carol Earnest, carol@mcwk.org from MKWC.

Traditional Food Groves Assessment (TFG) – Mondays and Tuesdays meet Orleans DNR, Wednesdays meet Happy Camp TANF  
For the month of July, we will be resuming Traditional Food Grove Surveys to document food, fiber, and medicine resources for future land management and harvest activities. We will be prioritizing sites that are actively tended, traditional ceremonial/village sites, and those sites within WKRP zones. Contact Ron Reed, rreed@karuk.us.

Orchard Fruit Survey – Mondays meet KDNR  
We will be visiting selected Heirloom Orchards in order to assess the production and quality of the fruit as it ripens. We hope that this will help us identify “named varieties” and/or fruit tree origins. If significant harvest, will gather to provide snack for Back the Garden Tuesdays! Contact Heather Rickard, hrickard@karuk.us.

Basket Material Collection/Weaving - Thursdays meet KDNR, Sundays meet Happy Camp Old Gym  
Depending on “readiness” of materials and weather, we will either be in the field harvesting basket materials or at the KDNR weaving together under the direction of Cultural Practitioner, Verna Reese. Contact Lisa Hillman (Orleans), lisahillman@karuk.us or Bari Talley (Happy Camp), btalley@karuk.us .

Sudden Oak Death Outreach – first week of August in both Happy Camp and Orleans. These will be informational meetings featuring SOD researchers Richard Cobb, PhD from UC Davis and Brendan Twieg from Eureka UC Extension.

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Sipnuuk Update from Sipnuuk Assistant, Angela McLaughlin:  
LaVerne Glaze Collection Update: I am in the process of completing her 42 items for upload into the Community Collections. She has stated she is very interested in looking into the other photos she has and seeing if she can put more into this collection at a later

date. We have found her collection to hold many images of the surrounding landscape and landmarks.

Sípnuuk Digital Library Update: I have files on the Sípnuuk Hard drive I would love to put on Sípnuuk. I am waiting to confer with Ade before I stage or process any of these items, as some image files are quite large. Items of interest to us are publicly shared images, documents, 7 microfiche US Census from Hoopa 1855-1940, maps, 1870 PNG's of Klamath County Census and other items that were discovered when looking for more information on documents given to us by our contributors. Ade and I made a list of items we have that can be put onto Sípnuuk in the future and have that list on Google Docs so we can keep perfecting it to know what all we have and what file type we are dealing with. This includes a 3TB hard drive of the files that I digitized while attending Washington State University. We have started a spreadsheet that is to list the items we have and what formats they are, so that we can prioritize and understand items we have waiting to be processed.

Frank Lake Batch Update: I have Franks' high priority folders (58) in staging with Batch 010 waiting for when I return to processing his materials. We now know Franks' wishes on reprocessing and his files. I will move forward when we are finished with reprocessing. Sibyl Diver Batch Update and Reprocessing: Sibyl Batches 011 to 014 remaining items are staged and will be processed at a later time. Her remaining Batches 015 to 028 are on hold still due to reprocessing of her content that was already loaded. Sibyl's 144 (roughly estimated) high priority items have been removed from their protocols and reassigned into the Reprocessing protocol. I will reprocess as soon as software and Sípnuuk upgrades are available.

Carolyn Smith Batch Update and Reprocessing: Carolyn's 109 high priority items have all been removed from their protocols and reassigned into the Reprocessing protocol. I will reprocess as soon as software and Sípnuuk upgrades are available.

Dan Sarna Reprocessing Update: Dan's 96 (roughly estimated) high priority items have been removed from their protocols and reassigned into the Reprocessing protocol. I will reprocess as soon as software and Sípnuuk upgrades are available.

Mark DuPont Batch Update: I have all of Marks high priority folders completed and loaded into Sípnuuk. We will look in to staging medium priority items at a later date.

Batch Processing: Batches are not being processed and uploaded at this time due to the reprocessing of All Sípnuuk materials.

- AFRI Food Security Collection: We are at 779 items in the collection as of this morning. This is going to blow up because of reprocessing and then go back down to our normal count.
- People's Center Collection of Historic Photographs: We are at 133 items in the collection as of this morning.
- Karuk K-12 Curriculum: We are at 54 items in the collection as of this morning.
- How To: We are at 28 items in the collection as of this morning.
- Youth Collection: We are at 24 items in the collection as of this morning.
- Map Collection: We are at 16 items in the collection as of this morning.
- Community Collections: We are at 94 items in the collection as of this morning.
- Karuk Language: We are at 10 items in the collection as of this morning.
- Video Collection: We are at 2 items in the collection as of this morning.

Sípnuuk Total items are at: 1,140

Total Items that will be removed for reprocessing are: 349

WSU Update: I have completed the WSU training and will be receiving the certificate and a letter of reference from Kim Christen Withey in the next few weeks. We have completed the Virtual Session on the 28th at 10am via the Internet; we have access to any of the materials taught via the SHN Mukurtu site at any time we feel need to use them.

Safety and Emergency Plan for Sípnuuk: Still working to complete this item and I am in the process of writing the Emergency plan. (Maps, floor plans, etc.) I have not had time to do any of this lately as the other items are keeping me quite busy!

I have made contact with Carly Marino of HSU Special collections and would like authorization to go to HSU and tour their Library and meet Carly to see what Hsu could offer us in the near future in digital return and or processing of historical media. Such as Audio Equipment, Video Equipment and Large Scanning for case by case use.

Safety and Emergency Plan for Sípnuuk: Still working to complete this item and I am in the process of writing the Emergency plan. (Maps, floor plans, etc.) I have not had time to do any of this lately as the other items are keeping me quite busy!

Research: I have not had time to do any of this lately as the other items are keeping me quite busy!

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Cultural Biologist Ron Reed's report:

6/6 Checked Eel baskets with the KT Fisheries Program at green Riffle and we caught 10 Eels. I cleaned and froze the Eels for our program for future events.

Set Eel Baskets in the evening.

6/7 Checked eel Baskets with the KT FP and caught 7 eels. 4 eels went to the freezer for our program. I mended another fisheries basket and set it with the others (3).

Set baskets in the evening.

6/8 Happy Camp site visit to Ish Keeyish Ranch to identify a field trip for TANF clients to identify Indian Potatoes in an Oak Grove undisturbed from mining activity. Also, Indian Tea was identified and harvested.

The KT FSP team, Ben Saxon, Heather Rickard, Kathy McCovey, Ron Reed and volunteer, David Arwood took a trip up to Sulpher Springs (Elk Cr.) and reconned future harvest and future cultural management opportunities.

6/9 KT Fisheries Program has been having problems collecting juvenile hatchery Chinook salmon for their disease study. I was able to prep the Jet Boat and help them seine for the fish in deeper water with greater velocity. We were successful in that we caught 6 hatchery fish but needed 10. I believe the issue is that the fish are dispersed to greater areas of the Klamath River, away from the congregated habitat that confines the fish this time of year that is cold water refugia. We will use the jet boat for Food/Fiber grove Assessment in the near future.

6/13 out

6/14 Met with Colleen Rosier and Deness Martinez from UC Davis to discuss accomplishments and short falls of the 2015 Food and Fiber Grove Assessment Surveys' data collection effort. I requested to have a meeting with Jill (GPS/GIS) to address 2016 data collection logistics.



I provided testimony for an AFRI Food Assessment interview with Megan M.  
6/15 TANF Garden Work Day- Kathy McCovey, Heather and I cleaned the TANF Community Garden. I put the weed eater to work while the girls weeded the plants that are still growing and salvageable.

I provided a TEK talk to the KBTYP Climate Change Project at the Day Pay Memorial Garden at DNR in Orleans.

6/16 Met with Jill up at the Watershed Office in Somes Bar to discuss the upcoming 2016 Food/Fiber Grove Assess. Field season. Those present were Ken, Jill (GPG/GIS) Colleen, Kathy, Heather and Earl.

6/17 Office

## WATERSHED RESTORATION PROGRAM/ Earl Crosby

### Watershed Program Activities

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

- 1) Provided input at Western Klamath Restoration Partnership Core Team Meeting
- 2) Multiple Monday calls in discussion with Klamath National Forest on regards to Westside Salvage Project
- 3) Participated in a field review of the Elk Creek Project being developed in conjunction with the Happy Camp Ranger District.
- 4) Completed a 14 day fire assignment as Tribal Representative for the Pony Fire.
- 5) Vacation for 7 days

In conclusion, we would like to thank the Tribal Council for their continued support. If you have any questions, please do not hesitate to call me at (530) 469-3454 or email me at [ecrosby@karuk.us](mailto:ecrosby@karuk.us)

Earl Crosby  
Watershed Restoration Coordinator

## ADMINISTRATIVE OPERATIONS MANAGER /Donalene (Sissie)

Griffith

Out of the office

## THPO/ARCHAEOLOGIST/Alex Watts-Tobin

The THPO-Archaeologist has been balancing THPO and WKRP duties this month. The main focus has been on THPO and WKRP administration duties, in order to ensure that the WKRP project is staffed consistently. Some staff will be gone in August for ceremonies and other reasons.

- Implementation of the Westside project is progressing from Slinkard / Walker area to the Caroline Greek and Cougar Ridge areas. The selection process for the Happy Camp Arch Tech is nearly complete. The incumbent will receive training for three weeks, and then accompany KNF staff on the second phase Archaeological surveys. This promises to give the Karuk Tribe some input during this phase of the project. Per the monitor plan, we have visited the Slinkard and Walker areas before and after implementation. Cathy Meinert has been serving as Monitor for this project.
- The THPO is working on the reports in the next month for the KRRBI broadband project and the MKWC fish surveys. The field work has been done for them, and these projects have helped fund the Arch Techs this season. The THPO has also visited an extra piece of private property, the Lacy property, to do the Arch survey for the upcoming TREX season.
- The THPO is providing materials for the second phase of the database project, funded by the MICA grant. This includes the TEK form, and examples of surveys that may be included in the database
- The WKRP project is completing the identification and recordation of Resource Areas. After that, the focus will be on the high priority areas with mechanical implementation, and the firelines. The plan is to complete surveys by the winter, and to complete the cultural resources specialist report over the winter.
- The THPO will be giving a small cultural monitor refresher in Yreka, for a couple of participants who have done cultural monitor duties before.
- The THPO is planning to attend and make a presentation at the NATHPO conference in Colorado at the end of August, discussing the WKRP project and models for partnerships with the US Forest Service.
- The Arch Techs have both got green cards, and are ready to be assigned to a fire. Vikki Preston worked for four days on the Pony Fire, mostly surveying the resources and suppression methods around Dillon Peak.

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

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

Completing final reports for 2015 – 2016 and getting the 2016 – 2017 work plan submitted on time was a challenge to say the least. The timelines set are typically unreasonable for our review and approval processes. They have been good however about granting us extensions, but we were barely able to submit our reports in time to meet their reporting timelines. All activities for the 2015 -2016 work plan are complete, and the work plan for 2016 – 2017 is more flexible so as to hopefully avoid any need for a modification this year.

### Prescribed Fire Training Exchange (TREX)

The 2016 Klamath River Training Exchange is set for early October this fall. Planning and Coordination calls are underway monthly. The application period is currently open, but receipt of applications has slowed. Hopefully with the recent Facebook posting and level of sharing that took place, another round of applications will be received. It looks like a majority of the burn units will be in Happy Camp this year. Please encourage those interested in cultural burning to attend this important training opportunity. TREX is projected to be a major part of the future of our prescribed fire activity and it can use all the support we can muster. Reliance on grants to keep this going is not the best insurance policy. With any luck, the Endowment for Eco-Cultural Revitalization will grow to an amount capable of sustaining this sort of activity. I know registration fees are a burden on our local tribal and community members, but we would not be able to feed everyone without them. Small things like TERO/TANF support for tribal member registration fees, or sponsorship to cover a portion of the catering can go a long way toward establishing longevity in this important program.

### Food Security Project

It was great to have one of our local Natural Resource Technicians available to serve as heritage consultant on the pony fire. Cultural knowledge of the plants and genuine concern for their wellbeing was able to convince some dozer operators to be light on the land. By not scheduling most of my time in June/July, I was able to spend more time with staff. I was also able to get face time for an interview with our Huckleberry researcher as well as discuss potential ways to better influence WGRP prescriptions and monitoring efforts through Food Security Project activities.

### Western Klamath Restoration Partnership (WGRP)

A public meeting was held targeting landowners in the project area, there has been some negative feedback from some community members who don't seem to trust in the ability of the Forest Service to follow through with the long term management and they believe that one entry will make conditions worse. This is a real world issue and a major part of why we are seeking to grow the Endowment for Eco-Cultural Revitalization. In the current management paradigm, there is always something that makes it difficult if not impossible to implement a single entry let alone an intergenerational process of management by people of place. There was however, no negative feedback at the public meeting. It is possible that collaboration such as that being practiced by the WGRP will not work, however we still have consultation and the federal fiduciary trust responsibility to support the direction of current efforts. There was a three day visit from researchers of the Pacific Southwest Research Station... I was unable to attend due to catching the flu bug that has been going around.

For more information on the Western Klamath Restoration Partnership go to:

<https://www.facebook.com/WesternKlamathRestorationPartnership/>

### Organizational Leadership and Capacity Building

We finally got another interview for the Grants and Agreements Coordinator position. Hopefully the position will be filled soon. It sounds like the Forest Service has about \$10,000 to add to the WGRP project for continuation of GIS support. It seems the

priority for funds have shifted to the tree mortality occurring in the Sierra's. We should hear soon in regards to the National Fish and Wildlife Foundation grant that was submitted a while back. If funded it will secure more work for the fire crew than we have ever had in the past. We are also hoping to hear back on the stand up crew funding that we recently applied for. Our facilities remodel and construction plans are stalled due to the fact that nobody is responding to our RFP. If we do not hear back soon, we may need to transfer those funds to an RFP for completing a feasibility study in regard to eligibility of our facilities Construction/Remodel needs for an Indian Community Development Block Grant. A proposal was also submitted by the Mid Klamath Watershed Council to the Rocky Mountain Elk Foundation to match the NFWF grant. It would have been in our best interest for the Tribe to submit this proposal, but given restricted timeframes for submission, we would not have been able to get it through our internal review and submission processes. The only way to get these grants written in a timely manner we have had to rely upon MKWC staff. If both of these are funded they will bring in \$1,000,000 worth of fuels reduction work in the OCFR Project Footprint and greatly increase our capacity to implement this type of work, but will increase our workload without additional financial support to manage contractual resources. It would be a great help if Council could change its policies in regard to grant submissions. Though I can see the benefit of assuring accuracy in financials in the proposal process, I don't see a critical need for Council approval on every grant submitted. It just seems like a lot of bureaucratic delay and a lot of reading for proposals we do not know will be funded. A partner with the Karuk/UC Berkeley Collaborative has been looking into potential grant sources to build the wildlife portion of our strategic plan, but progressing on this is dependent on hire of our Grants and Agreements Coordinator.

The fundraiser for the Endowment for Eco-Cultural Revitalization is progressing nicely. To date over \$16,000 has been generated and donations are still coming in. There are many ways to grow this endowment but it will be difficult to maintain the current after hours focus on the fundraising activities without assistance. One way to engage long term steady and reliable growth is to get small amounts of money from many products and services to contribute a small percentage of their earnings to the cause. Any way Council can support Endowment fundraising from sources such as Peoples Center sales, the Amkuuf Smoke Shop, or even space on the casino floor for Endowment Fundraising would be greatly appreciated. Encouraging people to do fundraisers at the Reunion, or Bigfoot Days would be a great help, but is not something that is easily planned, implemented, or managed from Orleans. These things take an inordinate amount of personal time, especially when adding a couple hours of driving time to an event. To visit the Endowment for Eco-Cultural Revitalization Facebook page, please see below: For more information on fundraising efforts for the Endowment for Eco-Cultural-Revitalization go to: <https://www.facebook.com/The-Endowment-for-Eco-Cultural-Revitalization-578452808997062/>

#### Wildfires

I was assigned to the Pony Fire for the second time when the Wilderness Fire started on Medicine Mountain. I stayed assigned to the Pony Fire for long enough to get some significant input into the Long Term Analysis for the incident then got reassigned to the Wilderness Fire. I was able to get some language incorporated regarding benefits of fire

to cultural resources in the right situations and that fire suppression in the name of operational risk also poses a deferred risk to the future. This is the first time something like this was added into a document such as this which is a testament to the integrity of those managing the incident. I plan on forwarding this plan to the Western Region Strategy Committee to serve as an example of how to think beyond operational risk on an incident. This plan will start the discussions that will hopefully progress deferred risk considerations into actionable management action points that will increase our ability to use the right kind of fire at the right time of year until conditions are restored to a point to where lightning fires become self-limiting once again.

#### Travel

I attended a Fire Adapted Communities Learning Exchange in Ashland Oregon. I presented on the Traditional Ecological Knowledge and Fire. The presentation got a lot of positive feedback and many people requested a copy for future reference.

### ASSISTANT FIRE MANAGEMENT OFFICER/David Medford

#### Overview for July/August 2016:

- The Fire and Fuels crew fuel reduction projects
- o Started the 5.5 acre project in Orleans at Tishanik on July 21, 2016
- o On July 25, 2016 we will be starting a 38 acre project on the KNF up Elk Creek

#### Fire Readiness:

- K1 has been dispatched for two fire assignments
- o Pony Fire-KNF-received a satisfactory crew evaluation
- o Wilderness Fire-SRF/KNF- received an outstanding crew evaluation

#### New Hires

- Received 26 applications for the fire and fuels crews
- o Called all 26 to set up interviews
- Interviewed a total 14 people
- o 12 did not respond to HR to schedule an interview
- Hiring 9 people starting on August 1, 2016
- Training:
- o Scheduled a Fireline Refresher and Pack Test for the most recent 4 new hires on the 28th of July.
- o I've reached out to the Yurok's for all courses taught this year

#### Proposals Pending:

- BIA National Funding for K1-was resubmitted via overnight on Tuesday 6/14/16
- RTRL – 20 person Prescribed Fire Training-Pending
- Pre-proposal for Resilient Landscapes submitted
- Working on a prescribed fire I.A.A. agreement with SRF-Pending
- Working on a proposal to KTHA to treat Tribal Trust and Fee land-Pending

## GIS SPECIALIST/DATA STEWARD/Jill Beckmann

### Jill Beckmann Projects:

- Continue to update and manage draft treatments for the Somes Bar Integrated Fire Management project.
- Help draft and document prescriptions for the Somes Bar Integrated Fire Management Project, as part of the prescription work group.
- With Kenny, provide GIS support to WKRP Archeologists for WKRP treatments, prioritization of treatments, and data management protocols for 2016 season.
- Help plan for 2016 Klamath River TREX. Lead Situation Unit and Monitoring Teams for TREX planning. Update org chart for the TREX IMT structure. Create and update burn unit tracking spreadsheet.
- Create maps and type up landowner comments for Public Meeting in Orleans for the Somes Bar Integrated Fire Management project that occurred on 7/7.
- Work with Alex Watts-Tobin to perform budget analysis, draft needs request, and draft tasks/deliverables for GIS and Archeology program staff for Fiscal Year 2017.
- Provide GIS analysis for soil scientist, including creating data models to analyze impacts.
- Continue to coordinate and assist with Discovery Phase of the Karuk Cultural Resources Database and Geographic Application that is being completed for us, under contract, by the Center for Digital Archeology (CoDA).
- Provide needed data and documents to WKRP members as requested.
- Create maps and help with planning for visit (7/19-21) from USFS PSW and PNW Scientist supporting the WKRP effort. Participate in 3-day field visit with them to discuss research needs and opportunities related to WKRP activities, values, and goals.
- Assist Karuk Tribe Food Crew with data organization for 2016 field surveys.
- Finally complete online version of S-290 Intermediate Fire Behavior coursework (NWCG) for Redcard / Wildland Fire qualifications.
- Provide some GIS support to Earl Crosby while he worked as Tribal Representative on the Pony Fire.
- Create maps for Wildlife Biologists to use to map and validate Northern Spotted Owl Habitat in the Somes Bar Integrated Fire Management Project area.

### Kenny Sauve Projects:

- Common stand examine forestry data collection with MKWC. Two days a week I will be working with MKWC to collect forest stand data for WKRP.
- Worked with arch techs Ani and Vikki to process their field data into a format compatible with GIS.
- Worked with Sandi Tripp to modify strip maps to submit to the BIA.

### Jill Beckmann Meetings/Training Attended:

- 6/16 – Meet with Food Crew to discuss field work, mapping, and other GIS staff support needs for 2016 field season.
- 6/20 – Meet with Kristen Lark, USFS to provide GIS support for vegetation report and discuss next steps for prescription development and project planning.
- 6/23 – Assist Arch Techs with downloading, coding, and managing field data.
- 6/25 – Work DNR booth at Tribal Reunion

- 6/27 – Conference call with Alex Watts-Tobin and SHPO and CHRIS employees to discussion and modify grant application for digitization of Karuk Archeological records and integration into the Karuk Cultural Resources Database and Geographic Application.
- 6/28; 6/30 – Prescription Work Group meeting for Somes Bar Integrated Fire Management Project. Discuss and design treatments in plantations.
- 6/29 – Conference call with Michael Ashley from the Center for Digital Archeology regarding progress and upcoming work on Phase 1 of their contract to Karuk Cultural Resources Database and Geographic Application.
- 7/5 – Pack Test
- 7/5 – Conduct 2016 KR TREX Situation and Monitoring work group conference call for planning the 2016 Klamath River TREX.
- 7/7 – Participate in Partners Call for 2016 Klamath River TREX planning.
- 7/7 – Conference call with leaders from Firescape Mendocino to plan for their visit to Happy Camp for the WKRP workshop planned for August. Discuss ways to share information and lessons learned between our two collaboratives.
- 7/7 – Public Meeting in Orleans for the Somes Bar Integrated Fire Management project.
- 7/11 – TREX Planning team conference call.
- 7/12-15 – Vacation
- 7/19-21 – Meet with Scientists from USFS Research Station to discuss research needs and opportunities regarding the three WKRP projects in Somes Bar, Happy Camp, and Salmon River.

Kenny Sauve Meetings/Training Attended:

- 6/20, 6/21, 7/5, 7/6, 7/7, 7/11, 7/12, 7/13 Common Stand Exam with MKWC.
- 6/27-7/1 attended the ESRI user conference.
- 6/23 , 7/14 data processing with arch techs
- 6/16 met with food crew to discuss field work, mapping, and other GIS staff support needs for 2016 field season.
- 7/7 WKRP public meeting in Orleans.

Jill J. Beckmann  
GIS Specialist / Data Steward

Kenny Sauve  
GIS Technician II

Department of Natural Resources  
530-496-3342 (work)

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

Vacation

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

REQUESTOR: Leaf Hillman/Toz Soto DATE: 7/20/2016

DEPARTMENT: Department of Natural Resources/Fisheries  
 DEADLINE: \_\_\_\_\_ DATES: \_\_\_\_\_  
 E: n/a AMOUNT: \$ 180,000.00 FROM: 8/1/2016 TO: 12/31/2019

**BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:**

This is project will support a planning and project team to assist mid-Klamath Coho refuge habitat enhancement with funding from the U.S. Fish and Wildlife Service, Fish and Wildlife Management Assistance Program.

REVIEW:	COMPLIANCE	CFO	OTHER:
NARRATIVE:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BUDGET:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INDIRECT COST:	<input type="checkbox"/>	<input checked="" 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: 16-R	<input type="checkbox"/> -128	<input checked="" type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES\*

REQUESTOR*	<u>Leaf Hillman</u>	DATE	<u>7-20-16</u>
CFO*	<u>Laura Maytas</u>	DATE	<u>7-21-16</u>
COMPLIANCE*	_____	DATE	_____
CHAIRMAN	_____	DATE	_____
OTHER	<u>July Aunsley</u>	DATE	<u>7/21/16</u>



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



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

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

**REQUEST FOR RESOLUTION**

Check One:  Resolution

Karuk Tribe Number Assigned: 16-R-128

Prior Amendment:

Requestor: Toz Soto

Date: July 20, 2016

Department/Program: Dept. of Natural Resources-Fisheries

Brief Description of Purpose:

This project will support a planning and project team to assist med-Klamath Coho refuge habitat enhancement with funding from the U.S. Fish and Wildlife Service, Fish and Wildlife Management Assistance Program

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

*[Handwritten Signature]*

7.20.16

\*\*Self-Governance Coordinator

Date

Other

*[Handwritten Signature]*

7/21/16

Date

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

# Karuk Tribe



Administrative Office  
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Karuk Dental Clinic  
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Phone: (530) 493-2201  
Fax: (530) 493-5364

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## RESOLUTION OF THE KARUK TRIBE

**Resolution No: 16-R-128**  
**Date Approved: July 28, 2016**

**RESOLUTION AUTHORIZING THE SUBMISSION OF THE MID-KLAMATH COHO REFUGE HABITAT ENHANCEMENT - PLANNING & DESIGN TEAM SUPPORT PROJECT PROPOSAL TO THE U.S. FISH AND WILDLIFE SERVICE, FISH AND WILDLIFE MANAGEMENT ASSISTANCE PROGRAM TO SUPPORT A PLANNING AND DESIGN TEAM THROUGH THE DEPARTMENT OF NATURAL RESOURCES FROM AUGUST 1, 2016 TO DECEMBER 31, 2019 IN THE AMOUNT OF \$180,000.**

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

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

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

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

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

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

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

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

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

**THEREFORE BE IT FINALLY RESOLVED;** that the Karuk Tribal Council authorizes the submission of the Mid-Klamath Coho Refuge Habitat Enhancement – Planning & Design Team Support Project Proposal to the U.S. Fish and Wildlife Service, Fish and Wildlife Management Assistance Program to support a Planning and Design Team through the Department of Natural Resources from August 1, 2016 to December 31, 2019 in the amount of \$180,000.

**CERTIFICATION**

We, the undersigned, hereby certify the foregoing resolution 16-R-128, which was approved at a regularly scheduled Council Meeting July 28, 2016, 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

\_\_\_\_\_  
Michael Thom, Secretary/Treasurer

\_\_\_\_\_  
Date

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____
<b>* 3. Date Received:</b> 07/05/2016	<b>4. Applicant Identifier:</b> _____	
<b>5a. Federal Entity Identifier:</b> _____	<b>5b. Federal Award Identifier:</b> 2016 Fisheries	
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____	<b>7. State Application Identifier:</b> _____	
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> Karuk Tribe		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 94-2576572	<b>* c. Organizational DUNS:</b> 1453079300000	
<b>d. Address:</b>		
<b>* Street1:</b> 64236 Second Avenue	_____	
<b>Street2:</b>	_____	
<b>* City:</b> Happy Camp	_____	
<b>County/Parish:</b>	_____	
<b>* State:</b> CA: California	_____	
<b>Province:</b>	_____	
<b>* Country:</b> USA: UNITED STATES	_____	
<b>* Zip / Postal Code:</b> 96039-1016	_____	
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> _____	<b>Division Name:</b> _____	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> _____	<b>* First Name:</b> To2	_____
<b>Middle Name:</b> _____	_____	
<b>* Last Name:</b> Soto	_____	
<b>Suffix:</b> _____	_____	
<b>Title:</b> Fisheries Program Manager		
<b>Organizational Affiliation:</b> _____		
<b>* Telephone Number:</b> (530) 627-3446	<b>Fax Number:</b> (530) 627-3448	
<b>* Email:</b> tsoto@karuk.us		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

I: Indian/Native American Tribal Government (Federally Recognized)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. Fish and Wildlife Service

**11. Catalog of Federal Domestic Assistance Number:**

15.608

CFDA Title:

Fish and Wildlife Management Assistance

**\* 12. Funding Opportunity Number:**

E16AS00346

\* Title:

Mid Klamath Coho Restoration Planning

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

MID-KLAMATH COHO REFUGE HABITAT ENHANCEMENT - PLANNING & DESIGN TEAM SUPPORT

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="180,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="180,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

**Purpose: Fisheries Restoration Project Proposal**  
**For: US Fish and Wildlife Service**  
**From: Karuk Tribe**

**Middle Klamath Coho Refuge Habitat Enhancement- Planning and Design Team Support**

**I. STATEMENT OF WORK**

**Background**

The Karuk Tribe is involved in many forms of land and water management in the Klamath Basin. The Tribal Fisheries Program collaborates with other Basin stakeholders in planning processes and on the ground implementing of fisheries restoration projects along the middle Klamath River. The focal area of the Karuk Tribe's work is within its aboriginal territory located in the middle section of the Klamath River otherwise known as the Middle Klamath River Subbasin. The Tribe partners state and federal agencies and local watershed restoration councils, such as the Middle Klamath Watershed Council. Local watershed councils hire community members and are important for community involvement with projects. An added benefit is outreach to landowners whom otherwise may not work directly with federal or state agencies and or need assistance implementing projects. Pooling technical resources and relationships with cooperating landowners has proven to be an effective means of collaboration between the Tribe and MKWC. Since 2009, in partnership the Tribe and MKWC have implemented 15 off-channel habitat enhancement projects that include constructed off-channel ponds and levee setbacks for floodplain restoration purposes. The habitat enhancement work is guided by research findings from the Tribes (Karuk and Yurok) collaborative research project known as the Klamath River Coho Ecology Study. The study acknowledges the diversity of habitat utilization demonstrated by our local Coho population and the complex nature of the Klamath River's ecology.

The Klamath River is a large river system with large and small tributaries supporting runs of Chinook, Steelhead and Coho Salmon along with other non salmonid species (i.e. lamprey and sturgeon). Coho salmon are listed as threatened on the federal endangered species list and have most of the available restoration funding directed for their recovery. The Coho salmon population is limited by lack of suitable fresh water habitat primarily during the summer and winter months. Poor water quality in the Klamath River is a major limiting factor for Coho salmon whom rear in fresh water over the summer.

The Middle Klamath River Subbasin is extensive covering roughly 150 miles with over 60 cold water tributaries entering between Iron Gate Dam and the confluence of the Trinity River. Each cold water source provides thermal refuge for Coho Salmon juveniles during summer months. In

general, highest quality thermal refuges are located along active floodplains. Coho salmon <sup>with will?</sup> actively seek cold water habitats for protection from warm Klamath River water temperatures during the summer months. Many of the existing refuges are of high quality while others are severely degraded due to human impacts such as roads, historic mining, channelization and other human development. For example, state highway 96 runs the entire course of the Middle Klamath and ~~have~~ <sup>has</sup> severely degraded ~~fish habitat~~.

Habitat enhancement projects range from simple to complex where objectives ranges from simply adding cover or more complex techniques such as expanding the size and area through excavations. Complex projects rely on use of heavy equipment for moving earth to construct habitat where Coho can immediately colonize. The construction of off channel ponds is a proven method to increase rearing options and increase habitat capacity for juvenile Coho salmon.

### **Project Purpose and Need**

Project planning and permitting is difficult because of the many uncertainties surrounding each site therefore pre project monitoring, mapping and surveys are ~~is~~ necessary. Acquiring the necessary funding for this planning work is challenging in the current grant writing world. Our projects are planned and proposed by an informal or “Ad-hoc” planning and design team that is composed of local experts from the Karuk Tribe, MKWC, Forest Service (Klamath NF and Six River NF), NOAA Fisheries and other consulting geologists and fisheries biologists. Since 2009, the “ad hoc team” thus far has planned and implemented 15 off channel pond projects, but did so with assistance from a planning grant agreement between the US Fish and Wildlife Service and Karuk Tribe. The project named “Tributary Delta Mapping Project”, allowed the Tribe and MKWC to do land surveys and develop project designs; but that funding agreement has recently expired therefore additional funding is needed.

Funding is needed to support a planning and design team for many reasons, but primarily because projects are becoming more complex with the recent shift from work solely on private lands to work on public lands where environmental permitting and public scrutiny are major considerations. Engagement with local, state and federal agencies is now elevated for nearly all projects and careful planning steps must be followed in order to be successful navigating each agencies permitting requirement.

### **Project Tasks**

**Task 1. Establishment of the Planning and Design Team:** Primary activities include; establishment of a Planning and Design Team. The team will be composed of local restoration practitioners of in-stream restoration projects. Within the team body a “Core Team” will consist of staff from the Karuk Fisheries Program and MKWC Fisheries Program and US Forest Service. The Core Team will consult with local staff from fisheries agencies and land



management agencies and local landowners based on interest and land jurisdiction. The team will build up previous planning work of the local group "In-stream Working Group" (ISWG) and their document titled "In-stream Candidate Actions Table" (ICAT) drafted in 2011. Tributaries are prioritized for further project planning under the ICAT. The ISWG is composed of a larger group including participants from California Department of Fish and Wildlife, US Fish and Wildlife Service, NOAA Fisheries, Siskiyou County, NRCS, US Forest Service and PacifiCorp. All work products of the Core Team, including conceptual designs, will be presented to the ISWG through a series of workshops. Providing updates to the ISWG is essential for broader project acceptance and transparency.

**Task 2. Core Team Tributary Site Visits and Field Review:** The Core Team will conduct site visits to 15 tributaries prioritized by the ICAT. The goal of this task is to identify sites and establish conceptual designs (10% level of final) for each project site identified. We envision at least 1 to 3 projects being derived from each of the 15 tributaries therefore we estimate approximately 30 conceptual designs and potential project sites would be identified after this task. The Core Team will be provided and utilize all existing data regarding tributaries prior to the field site visits. This data include work products that largely already exists such as topographic surveys, cross sections, stream channel profiles, fish surveys and stream flow data. The Core Team will evaluate what data already exists and what data is needed. The team will determine which projects sites need groundwater well monitoring.

**Task 3. Core Team Sit Down Meetings:** The Core Team will review the conceptual designs and begin <sup>the</sup> categorization process. The Core Team will segregate sites into three basic project design categories. Category 1 type sites will be the simplest type designs, where enhancement work can be accomplished by hand crews and non-mechanical methods with minimal permitting. These types of projects include small wood structures/debris bundles and small wood structures, manual post assisted wood structures. Category 2 projects require more detailed designs (topographic mapping, cross sections and excavation volumes, access routes and disposal sites). Category 2 sites will require mechanical equipment and extensive permitting, but not enough to warrant engineered stamped designs. Category 2 projects include constructed off channel ponds, large wood habitat projects and grade control structures, post assisted wood structures and other simple channel modifications. Category 3 sites are the most complex designs and require an extensive level of permitting and costly engineered stamped designs. These types of projects include; bridge constructions, major channel re-alignments, modifications of road and highway infrastructure. Category 3 projects may require additional funding for engineering work and design. For both category 2 and 3 projects we will identify additional data collection needs such as groundwater monitoring and permits to accomplish that work.

The outcome of task 3 is a feasibility statement, a list of project permitting needs, future planning steps (engineering needs and additional design work), pre-implementation monitoring plan and conceptual design alternatives (25% level of final design) for each of the feasible project sites. For Category 1 and 2 sites, we envision providing sufficient information to proceed with implementation type proposals. For more complex Category 3 sites, we propose to provide a conceptual design and “road map” or lay out of steps needed to proceed, such as engineered stamped designs which may require additional funding.

**Task 4. Project Site Data Collection and Physical Evaluation:** Karuk and MKWC staff will implement data collections including; additional topographic surveys, installation of piezometer wells and groundwater data collection and other data collection needs such as fish presence absence surveys and fish passage analysis. Historical data such as air photos and restoration project history will be gathered for all tributary sites as it related to any specific project site.

**Task 5. Second Round of Project Site Reviews and Meetings:** A series of Core Team meetings will occur to look at data collected during task 4 and incorporated findings into updated conceptual designs for each project site. Task 5 outcomes will include ~~and~~ updated “project feasibility statements” that includes advancement of the project design package to a 20% level of final design.

**Task 6. ISWG Outreach and Review:** At this point the Core Team will coordinate a workshop intended to update the larger ISWG on project progress and gather input from the larger group. The Core Team will provide the updated feasibility statements to the ISWG, present conceptual designs and request further input from the ISWG. Addition data needs, permitting needs and design work will be identified as part of this process.

**Task 7. Finalize Project-Draft Mid Klamath Habitat Enhancement Design Team Report:** The Core Team will package all the conceptual designs (minimum of 25% level of final) into one Habitat Enhancement Design Report. There will be at least two drafts and review periods before the final is completed. A final ISWG meeting/workshop will be held to present the draft final report before it is finalized.

**Task 8. Final Project Designs and Engineering Needs Scoping Report**

Following the recommendations of the Habitat Enhancement Design Report, the Core Team will select priority category 3 projects most beneficial to Coho salmon, but are complex so they need engineered designs. Cost for engineering is extremely high therefore a stepped approach will be taken. First, the Tribe will hire an engineer specialized in off channel restoration projects whom will determine engineering costs and assist with proposal development for funding the

engineering work necessary. Additionally, the engineer would consult with other local and state highway engineers regarding their infrastructure's role in habitat enhancements.

### **Project Outcome**

Our goal is to provide a variety of project designs from simple to complex, thus ensuring the ground work needed is accomplished in a timely manner by streamlining future implementation proposal moving them forward in a cost effective way.

In summary, our goal is to assess 15 tributary sites where each site could yield multiple enhancement project sites for each tributary. The design team will scope out all possibilities for each tributary. The project is challenged by the many unknowns related to project feasibility therefore we can't say exactly how many project designs will be developed, but our best estimate is that 30 conceptual designs would be completed and used as a baseline for proposals. Once a large <sup>suite</sup> ~~sweet~~ of conceptual designs are available then the Core Team can begin selecting projects they wish to develop proposals. Over the course of three planning years, our collaborative goal is to complete between 2 and 5 project proposals each year that could be submitted to funding sources including DFWs FRGP, NFWF/PacifiCorp Coho Enhancement Funds, NFWF/BOR's Coho Biop Fund and USFWS's Partners Program or other restoration funding programs.

### **Reporting Schedule**

Prepare written reports and information documents as needed. Additional Milestones:

<b>Interim Progress Report</b>	<b>September 30 each year</b>
<b>SF 425 Federal Financial Report</b>	<b>September 30 each year</b>
<b>Year 1- Habitat Enhancement Design Team Report</b>	<b>October 31, 2017</b>
<b>Year 2- Habitat Enhancement Design Team Report</b>	<b>October 31, 2018</b>
<b>Year 3-Habitat Enhancement Design Team Report</b>	<b>October 31, 2019</b>
<b>Final Report and SF 425 Federal Financial Report</b>	<b>December 31, 2019</b>

### **Budget**

Annual costs is \$60,000 per year for three years for a total project cost of \$180,000

See attached detailed budget for cost break outs and consulting costs.

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
  	Russell Attebery, Chairman
APPLICANT ORGANIZATION	DATE SUBMITTED
Karuk Tribe	 

Karak Department of Natural Resources  
 Please submit the following information:

PROJECT TITLE: Middle Klamath Coho Refuge Habitat Enhancement- Planning and Design Team Support  
 FUNDER: USFWS  
 DATES OF WORK: 2016-17  
 TODAY'S DATE:  
 YOUR NAME: Top Solo

Position Title	Pay Rate	Hour to Work	EMPLOYER SPECIFIC: YOU MUST ENTER	# of months worked	Annual Leave Actual	Base Hours	TOTAL Wages	FRINGE BENEFITS						Total Fringe Benefits	Total salaries & Fringe	Indirect % of wages	TOTAL	hourly rate <small>includes all costs</small>
								Social Security (FICA) 6.2%	Medicare (MED) 1.45%	State Unemploy (SUTA)	Workers Comp	HEALTH	RETIREMENT					
Project Coordinator	27.50	1,000	6.67%	6	0	1,000	27,500.00	1,705.00	398.75	434.00	1,834.25	3,161.00	1,275.00	8,928.00	36,428.02	13.760.00	50,178.02	50.17802
Lead Biologist	27.50	400	6.67%	3	0	400	11,025.00	733.15	171.40	151.50	788.71	0.00	0.00	1,644.90	13,669.90	5,912.90	19,582.40	45.540476
Habitat Biologist	19.50	800	6.67%	6	0	900	16,650.00	1,032.30	241.40	434.00	1,110.50	3,506.52	0.00	6,324.80	22,974.80	8,326.80	31,299.80	34.7775556
							\$55,875.00	\$3,470.45	\$811.44	\$1,019.50	\$3,723.53	\$4,667.54	\$1,275.00	\$17,097.70	\$73,072.72	27,887.50	101,960.22	

Cells that may need manual adjustment.

1. Position specific, ask Tamara for current rate.
2. Only for permanent staff that DO NOT take any annual leave (ie. their cashout annual leave hours)
3. SUTA column can not exceed \$434. If the cell turns blue, change by hand to \$434.
4. Employees must work more than 6 months. \$667.67 less 3% of wages. Includes employee costs. Automatically adjust based on # of months
5. Employees must work more than 6 months. Seasonal/Temp not eligible

wages 55975  
 fringe benefits 17098  
 supplies 2800  
 equipment 32000  
 travel 4140  
 contractual\* 40000  
 subtotal 152013  
 idc or admin\* 27988  
 total 180000

\*IF YOU HAVE AN ADMIN CAP, ENTER % IN BOX:

idc 27988  
 admin 27988  
 0

\*Contractual costs are budgeted for project partners, MKWC's and their participation with landowner outreach, planning meetings, field surveys, land surveying and GIS.

Equipment costs include a Trimble model GPS Land Surveying Device, Laser Level, Hydraulic Post Pounder and groundwater well casings, level loggers and Swiffer model water velocity meter.

# Indirect Cost Recipient Statement

All applicants, except individuals applying for funds separate from a business or non-profit organization he/she may operate, must include in their application **one** of the following statements, then attach to their SF424 Application any required documentation identified in the applicable statement.

Name of recipient organization:	Karuk Tribe
---------------------------------	-------------

**We are:**

[ ]	A U.S. state or local government entity receiving more than \$35 million in direct Federal funding each year with an indirect cost rate of [insert rate] We submit our indirect cost rate proposals to our cognizant agency. A copy of our most recently approved rate agreement/certification is attached.
[ ]	A U.S. state or local government entity receiving less than \$35 million in direct Federal funding with an indirect cost rate of [insert rate]. We are required to prepare and retain for audit an indirect cost rate proposal and related documentation to support those costs.
[ X ]	A <b>Federally Recognized Tribe</b> that has previously negotiated or currently has an approved indirect cost rate with our cognizant agency. Our indirect cost rate is 50% of wages. A copy of our most recently approved rate agreement is attached.
[ ]	A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency. Our indirect cost rate is [insert rate]. In the event an award is made, we will submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after the award is made.
[ ]	A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency. Our indirect cost rate is [insert rate]. However, in the event an award is made, will not be able to meet the requirement to submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after award. We request as a condition of award to charge a flat <i>de minimus</i> indirect cost rate of 10% of modified total direct costs as defined in 2 CFR 200.68, "Modified Total Direct Cost (MTDC)". We understand that the 10% <i>de minimus</i> rate will apply for the life of the award, including any future extensions for time, and that the rate cannot be changed even if we establish an approved rate with our cognizant agency at any point during the award period
[ ]	A [insert your organization type] that is submitting this proposal for consideration under the [insert either "Cooperative Fish and Wildlife Research Unit Program" or "Cooperative Ecosystem Studies Unit Network"], which has a Department of the Interior-approved indirect cost rate cap of [insert program rate]. If we have an approved indirect cost rate with our cognizant agency, we understand that we must apply this reduced rate against the same direct cost base as identified in our approved indirect cost rate agreement. If we do not have an approved indirect cost rate with our cognizant agency, we understand that the basis for direct costs will be the modified total direct cost base defined in 2 CFR 200.68, "Modified Total Direct Cost (MTDC)". We understand that we must request prior approval from the Service to use the MTDC base instead of the base identified in our approved indirect cost rate agreement, and that Service approval of such a request will be based on: 1) a determination that our approved base is only a subset of the MTDC (such as salaries and wages); and 2) that use of the MTDC base will still result in a reduction of the total indirect costs to be charged to the award.
[ ]	A [insert your organization type] that will charge all costs directly."

SERVICE Project Officer Signature	Date		7-21-16
Title		* Recipient Fiscal Officer	Date
Printed name of person signing		CHIEF FINANCIAL OFFICER	Title
		LAURA MAYTON	Printed name of person signing

\* Recipient fiscal officer or someone with fiscal authority for the organization

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

REQUESTOR: Leaf Hillman/Toz Soto DATE: 7/20/2016

DEPARTMENT: Department of Natural Resources/Fisheries

DEADLINE: n/a AMOUNT: \$ 50,000.00 DATES FROM: 8/1/2016 TO: 8/30/2018

**BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:**

This is project will support programmatic costs associated with participating in discussions and negotiations to help resolve Klamath Basin water-related conflicts through funding from the U.S. Fish and Wildlife Service, Fish and Wildlife Management Assistance Program.

REVIEW:	COMPLIANCE	CFO	OTHER:
NARRATIVE:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BUDGET:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
INDIRECT COST:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
MATCH	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DOCUMENTATION:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TRIBAL RESOLUTION: 16-R	<input type="checkbox"/> -129	<input checked="" type="checkbox"/>	<input type="checkbox"/>


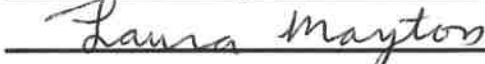

COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES\*

REQUESTOR*		DATE <u>7/20/16</u>
CFO*		DATE <u>7-21-16</u>
COMPLIANCE*	_____	DATE _____
CHAIRMAN	_____	DATE _____
OTHER		DATE <u>7/21/16</u>



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

# Karuk Tribe



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

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

## REQUEST FOR RESOLUTION

Check One:  Resolution

Karuk Tribe Number Assigned:

16-R-129

Prior Amendment:

Requestor: Toz Soto

Date: July 20, 2016

Department/Program: Dept. of Natural Resources-Fisheries

### Brief Description of Purpose:

This is a project that will support programmatic cost associated with participating in discussions and negotiations to help resolve Klamath Basin water-related conflicts through funding from the U.S. Fish and Wildlife Service, Fish and Wildlife Management Assistance Program.

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

[Signature]

7-20-16

\*\*Self-Governance Coordinator

Date

[Signature]  
Other

7-21-16  
Date

---

Karuk Community Health Clinic  
64236 Second Avenue  
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## RESOLUTION OF THE KARUK TRIBE

**Resolution No:** 16-R-129  
**Date Approved:** July 28, 2016

**RESOLUTION AUTHORIZING THE SUBMISSION OF THE SUPPORT FOR PARTICIPATION IN DISCUSSIONS AND NEGOTIATIONS TO HELP RESOLVE KLAMATH BASIN WATER-RELATED CONFLICTS PROJECT PROPOSAL TO THE U.S. FISH AND WILDLIFE SERVICE, FISH AND WILDLIFE MANAGEMENT ASSISTANCE PROGRAM THROUGH THE DEPARTMENT OF NATURAL RESOURCES FROM AUGUST 1, 2016 TO AUGUST 30, 2018 IN THE AMOUNT OF \$50,000.**

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

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

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

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

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

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

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

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

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

**THEREFORE BE IT FINALLY RESOLVED;** that the Karuk Tribal Council authorizes the submission of the Support for Participation in Discussions and Negotiations to help resolve Klamath Basin Water-Related Conflicts Project Proposal to the U.S. Fish and Wildlife Service, Fish and Wildlife Management Assistance Program to support resolution of Klamath Basin water-related conflicts through the Department of Natural Resources from August 1, 2016 to August 30, 2018 in the amount of \$50,000.

**CERTIFICATION**

We, the undersigned, hereby certify the foregoing resolution 16-R-129 which was approved at a regularly scheduled Council Meeting July 28, 2016, 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

\_\_\_\_\_  
Michael Thom, Secretary/Treasurer

\_\_\_\_\_  
Date

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: 07/15/2016	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: 2016 Fisheries	
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: Karuk Tribe		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 942576572	* c. Organizational DUNS: 1453079300000	
<b>d. Address:</b>		
* Street1: 64236 Second Avenue	<input type="text"/>	
Street2: <input type="text"/>	<input type="text"/>	
* City: Happy Camp	<input type="text"/>	
County/Parish: <input type="text"/>	<input type="text"/>	
* State: CA: California	<input type="text"/>	
Province: <input type="text"/>	<input type="text"/>	
* Country: USA: UNITED STATES	<input type="text"/>	
* Zip / Postal Code: 96039-1016	<input type="text"/>	
<b>e. Organizational Unit:</b>		
Department Name: Dept. of Natural Resources	Division Name: Fisheries	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: <input type="text"/>	* First Name: Tom	<input type="text"/>
Middle Name: <input type="text"/>	<input type="text"/>	
* Last Name: Soto	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: Fisheries Program Manager		
Organizational Affiliation: Karuk Tribe		
* Telephone Number: (530) 627-3446	Fax Number: (530) 637-3448	
* Email: tsoto@karuk.us		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

T: Indian/Native American Tribal Government (Federally Recognized)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

U.S. Fish and Wildlife Service

**11. Catalog of Federal Domestic Assistance Number:**

15.609

CFDA Title:

Fish and Wildlife Management Assistance

**\* 12. Funding Opportunity Number:**

F16AS00347

\* Title:

Support for Klamath Water Agreement Negotiation Process

**13. Competition Identification Number:**

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Participation in Discussions and Negotiations to help resolve Klamath Basin Water-Related Conflicts

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="50,000.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="50,000.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

## COOPERATIVE AGREEMENT XXXXXXXXX

### Support for Participation in Discussions and Negotiations to help resolve Klamath Basin Water-Related Conflicts

#### I. STATEMENT OF WORK

The U. S. Fish and Wildlife Service (Service) and Karuk Tribe deem it mutually beneficial to have the Tribe participate in discussions with the Service and other Klamath Basin stakeholders to resolve water-related conflicts that impact Klamath Basin fisheries. The Secretary of the Interior signed agreements on April 6, 2016 that directs signatory stakeholders to work in good faith to try and resolve water-related disputes in the Klamath Basin. These negotiations are expected to begin in June 2016. Conflicts over water issues negatively impact Tribes and the fisheries on which they depend on for their cultural, religious and economic well-being. Tribal involvement in a long-term solution to Klamath Basin fisheries issues has been vital to securing two settlement agreements in 2016 already and additional tribal support for additional agreements is vital.

Support for tribal participation is important for the Service and other federal and state agencies engaged in this process given tribal trust obligations the Service has with the Tribe. Funds may be used for staff time to support analysis of regulatory, technical, legal and scientific developments as it relates to enhancing Klamath Basin fisheries through settlement agreements. Funds may also be used to support tribal participation in stakeholder technical working groups and in reviewing documents and proposals associated with settlement.

The Tribe will work with the Service, as well as other federal and state agencies and other Klamath Basin tribes to review and analyze data and associated management plans and recommendations relating to regulatory and management decisions concerning water and associated resource challenges in the Klamath Basin.

This project will benefit the public by resolving water-related conflicts in the Klamath Basin and by helping to advance the restoration of salmonids and other native fish species in the Klamath Basin.

Tribal involvement in these discussions will benefit the Service, federal agencies and the general public by fostering greater collaboration in resolving water-related conflicts throughout the Klamath Basin. Tribal involvement will also help federal and state agencies, and tribes in protecting, restoring and/or managing water- and fisheries-related resources in the Klamath Basin.

This agreement expires on August 30, 2018

#### II. PERFORMANCE PERIOD. August 1, 2016 – Aug. 30, 2018

Funds will be provided by the Service to support tasks detailed in this Statement of Work, which will be used to support salary costs and travel for work accomplished August 1, 2016 – Aug. 30, 2018.

### III. TASKS

1. Participate in technical workgroup discussions relating to advancing the restoration of salmonids in the Klamath Basin, including discussions relating to balancing water in the Klamath Basin, and technical workshops related to the recovery of Coho Salmon; recovery and/or protection of other anadromous fishes; improvements in water quality, quantity and TMDL issues; hydropower relicensing; and current and future fish and associated aquatic habitat restoration efforts aimed at improving the fisheries, aquatic habitats, water quality, and availability of water resources in the Lower Klamath Basin.
2. Participate in Klamath Basin stakeholder meetings, including those open to the general public.
3. Provide regular updates to Tribal council, tribal members and general public as appropriate, on water management issues in the Klamath Basin.
4. Review draft planning documents, settlement agreements, technical documents and modelling information, and other proposals related to resolving water-related conflicts of the Klamath Basin.
5. Participate in restoration planning efforts and contribute to Service efforts to foster science-based restoration and monitoring work in Klamath Basin. Coordinate with federal and state agencies, tribes, and other stakeholders in developing and hosting workshops to provide information on fish habitat restoration actions to the local community.
6. Coordinate with the Service, other federal, state, and local agencies, tribes, and other organizations working on water- and fishery-related issues and management in the Klamath/Trinity Basin.
7. Meet periodically with Service representatives to share information, provide updates on work in progress, collaborate on restoration planning and implementation, and to discuss current and potential up-coming issues, such as juvenile and adult fish health ~~fish~~, Klamath water management, restoration actions, etc. Request for meetings may come from either party, but should occur at least quarterly.
8. Support for a law student intern position with the Karuk Tribe Department of Natural Resources branch to increase the Tribes capacity to fulfil its legal obligations with regard to helping the Tribe resolve water-related conflicts of the Klamath Basin. The position is anticipated to cover a minimum of two years with a maximum of 1000 paid hours with time split between years.

### IV. DELIVERABLES:

Federal financial reports (Form: SF-425) and written performance reports on products and/or work carried out to complete the tasks outlined in section A are required as follows:



Report	Report period	Report due date
SF-425	Award date – Aug. 1, 2016 Interim Progress Report – Aug. 2016-July 2017	Aug. 1, 2017 Aug. 30, 2018
Final SF-425 and Final Performance Report	Aug. 2017-Aug. 2018	Aug. 1, 2018

#### V. ESTIMATED BUDGET

a.	Support Karuk Tribe legal intern position for 2 years	\$20,000
b.	Support Karuk Tribe Fisheries staff	\$30,000
<b>TOTAL:</b>		<b>\$50,000</b>

Suggest Revision for Budgeting purposes

a) Salaries & Fringe Benefits  
~~Staff~~ (Natural Resources Policy Advocate,  
~~Policy~~ Lead Biologist, Legal Intern) \$32,056

b) Supplies \$1,519

c) Travel \$4,000

d) Indirect \$12,425

Total \$50,000

Karuk Department of Natural Resources

\*Please submit the following information:

PROJECT TITLE: Middle Klamath Coho Refuge Habitat Enhancement- Planning and Design Team Support  
 FUNDER: USFWS  
 DATES OF WORK: 2016-17  
 TODAY'S DATE:  
 YOUR NAME: Toz, Solo

Position Title	Pay Rate	Hours to Work	WORKERS COMP RATE	# of months worked	Annual Leave Accrual	Base Hours	TOTAL Wages	FRINGE BENEFITS					Total Fringe Benefits	Indirect % of wages	TOTAL	hourly rate		
								Social Security (FICA) 6.2%	Medicare (MEDI) 1.45%	State Unemployment (SUTA)	Workers Comp	HEALTH					RETIREMENT	
ADD	ADD	ADD	ADD	1. 1.250%	2. (used to calculate health insurance costs)	3. (used to calculate SUTA)	4. EMPLOYEE SPECIFIC: YOU MUST ENTER	5. EMPLOYEE SPECIFIC: YOU MUST CHECK	6. EMPLOYEE SPECIFIC: YOU MUST CHECK	7. EMPLOYEE SPECIFIC: YOU MUST CHECK	8. EMPLOYEE SPECIFIC: YOU MUST CHECK	9. EMPLOYEE SPECIFIC: YOU MUST CHECK	10. EMPLOYEE SPECIFIC: YOU MUST CHECK	11. EMPLOYEE SPECIFIC: YOU MUST CHECK	12. EMPLOYEE SPECIFIC: YOU MUST CHECK	13. EMPLOYEE SPECIFIC: YOU MUST CHECK		
Policy Advocate	27.56	350	350	1.250%	3	0	9,625.00	596.76	139.56	434.06	121.28	1,714.26	461.26	3,487.10	13,112.10	4,812.50	17,924.60	51,213.1357
Lead Biologist	27.09	350	350	1.250%	3	0	9,450.00	585.90	137.03	66.56	119.07	0.00	0.00	940.56	10,390.56	4,725.00	15,115.56	43,187.827
Law Intern	16.59	350	350	1.250%	3	0	5,775.00	358.05	83.74	434.00	72.77	1,629.76	0.00	2,776.31	8,553.31	2,887.50	11,440.81	32,688.0357
							\$24,850.00	\$1,540.70	\$369.33	\$866.56	\$213.11	\$3,544.02	\$461.26	\$7,205.94	\$32,055.94	12,425.00	\$44,480.94	

Cells that may need manual adjustment.

- 1. Position specific, ask Tamara for current rate.
- 2. Only for permanent staff that DO NOT take any annual leave (ie. they cashout annual leave hours)
- 3. SUTA column can not exceed \$434. If the cell turns blue, change by hand to \$434.
- 4. Employees must work more than 6 months. \$667.67 less 3% of wages. Includes employee costs. Automatically adjusts based on # of months
- 5. Employees must work more than 6 months. Seasonal/temp not eligible

wages	24850
fringe benefits	7206
supplies	1519
equipment	0
travel	4000
contractual*	0
subtotal	37575
idc or admin*	12425
total	50000

\*IF YOU HAVE AN ADMIN CAP, ENTER % IN BOX:  
 idc 12425  
 admin 12425  
 0

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Russell Attebery, Chairman
APPLICANT ORGANIZATION	DATE SUBMITTED
Karuk Tribe	

# Indirect Cost Recipient Statement

All applicants, except individuals applying for funds separate from a business or non-profit organization he/she may operate, must include in their application **one** of the following statements, then attach to their SF424 Application any required documentation identified in the applicable statement.

Name of recipient organization:	Karuk Tribe
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**We are:**

[ ]	A U.S. state or local government entity receiving more than \$35 million in direct Federal funding each year with an indirect cost rate of [insert rate]. We submit our indirect cost rate proposals to our cognizant agency. A copy of our most recently approved rate agreement/certification is attached.
[ ]	A U.S. state or local government entity receiving less than \$35 million in direct Federal funding with an indirect cost rate of [insert rate]. We are required to prepare and retain for audit an indirect cost rate proposal and related documentation to support those costs.
[X]	A <b>Federally Recognized Tribe</b> that has previously negotiated or currently has an approved indirect cost rate with our cognizant agency. Our indirect cost rate is 50% of wages. A copy of our most recently approved rate agreement is attached.
[ ]	A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency. Our indirect cost rate is [insert rate]. In the event an award is made, we will submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after the award is made.
[ ]	A [insert your organization type] that has never submitted an indirect cost rate proposal to our cognizant agency. Our indirect cost rate is [insert rate]. However, in the event an award is made, will not be able to meet the requirement to submit an indirect cost rate proposal to our cognizant agency within 90 calendar days after award. We request as a condition of award to charge a flat <i>de minimus</i> indirect cost rate of 10% of modified total direct costs as defined in 2 CFR 200.68, "Modified Total Direct Cost (MTDC)". We understand that the 10% <i>de minimus</i> rate will apply for the life of the award, including any future extensions for time, and that the rate cannot be changed even if we establish an approved rate with our cognizant agency at any point during the award period
[ ]	A [insert your organization type] that is submitting this proposal for consideration under the [insert either "Cooperative Fish and Wildlife Research Unit Program" or "Cooperative Ecosystem Studies Unit Network"], which has a Department of the Interior-approved indirect cost rate cap of [insert program rate]. If we have an approved indirect cost rate with our cognizant agency, we understand that we must apply this reduced rate against the same direct cost base as identified in our approved indirect cost rate agreement. If we do not have an approved indirect cost rate with our cognizant agency, we understand that the basis for direct costs will be the modified total direct cost base defined in 2 CFR 200.68, "Modified Total Direct Cost (MTDC)". We understand that we must request prior approval from the Service to use the MTDC base instead of the base identified in our approved indirect cost rate agreement, and that Service approval of such a request will be based on: 1) a determination that our approved base is only a subset of the MTDC (such as salaries and wages); and 2) that use of the MTDC base will still result in a reduction of the total indirect costs to be charged to the award.
[ ]	A [insert your organization type] that will charge all costs directly."

SERVICE Project Officer Signature	Date		7-21-16
Title		* Recipient Fiscal Officer	Date
Printed name of person signing		CHIEF FINANCIAL OFFICER	Title
		LAURA MAYTON	Printed name of person signing

\* Recipient fiscal officer or someone with fiscal authority for the organization

---

**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

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**Sandi Tripp**  
**Department of Transportation Director**  
For Council Meeting on July 27, 2016  
Reporting Period – June 17, 2016 to July 21, 2016  
**TRIBAL TRANSPORTATION IMPROVEMENT PROGRAM (TTIP)**  
**PROJECT SUMMARIES**

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

**Phase 1 - Complete 2015**

**Phase 2 – Construction to be completed by August 2016**

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

**Status: In Process - 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 is in progress with Sundburg Construction as the general contractor on this project. We currently have three Tribal members/decedents from the Orleans Area employed through the Contractor on this project Karuk Tribal Cultural Resource Monitor on-site every day on this project. We are working with Trinity Valley Consulting Engineers on all the Construction Inspection Services and I am very happy with their work thus far. We are a little ahead of schedule on this project. I will be giving Council the full budget overview for this project as soon as its completed. We will be utilizing the full funding of the TTP Safety Grant and funds allocated from our TTP annual allocation.

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

Description: Reconstruction - Safety Project

**Status: In Process** – As you are aware this project is located 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.

We have worked on this project for at least five years, ensuring the project is identified and programmed in several transportation related planning documents. We have also collaborated with Caltrans over the last few years and they are very interested in our proposed project. Recently, Caltrans informed us of an Active Transportation Program (ATP) earmark for projects that are submitted by Caltrans. With that funding opportunity in mind and the fact that the project route that we will be focusing on is a State owned route; with our assistance Caltrans will be submitting the next grant application. By submitting the application with Caltrans we expect to be afforded a considerable advantage in acquiring award.

On July 20, 2016, I met with our ATP Team at the Caltrans District 2 offices in Redding. The meeting was focused on our vision for the project and an action plan with milestones that we must meet to develop the grant application in time for the next NOFA. There will be several phases of

this project, the first phase of this project will be Project Approval and Environmental Documentation (PA&ED) this grant application is due in the spring of 2017.

I also plan to submit grant applications for the next few Cycles of the ATP grant program; as noted, we will start by submitting for Cycle 4 PA&ED Application (2017); Cycle 5 - PS&E Development(2018); and finally for Cycle 6- Construction Implementation (2019).

I will ensure Council is informed on the progress of this Project as we move forward.

**Special Award:** *The Karuk Tribe Department of Transportation recently received notice that we were selected as a recipient of a Tribal Transportation Safety Assessment. The UC Berkeley, Institute of Transportation Studies, Technology Transfer Program was offering fifteen Safety Assessments to Tribes throughout California. Our award is for one for the few in-depth studies that were made available.*

*This project is funded by the CA Office of Traffic Safety. This Transportation Safety Assessment will be conducted in Happy Camp within the perimeters of the Happy Camp Completed Streets Project, and will identify transportation safety solutions that will lead to improved safety for all – motorists, passengers, bicyclists, and pedestrians. This project will provide a reliable, respected, independent, and credible source of information that we will be able to use when applying for ATP funds.*

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

Description: Planning

#### **Status: In Process**

As you may recall this project has several anticipated Phases, the first phase of the project is entitled the Orleans Community Center Connectivity Project (OCCC), this project is associated with the three acre parcel in Orleans (the old Hotel Property) that we received a Caltrans grant to complete. Since receiving the Caltrans grant we worked on and were successful in developing a 202(a)(9) Fund Transfer Agreement (202(a)(9)FTA). The other phases will be funded through grant funds and TTP funds as available.

#### **LGC Partnership**

I am currently in the process of working with our partners Local Government Commission (LGC) (a 501©3 non-profit organization) on the OCCC Project to develop two RFQ-RFP's. Soon we will be advertising for a Local OCCC Coordinator and a planning and design firm to coordinate and develop the final plan.

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

Description: Repair and Overlay

#### **Status: In Process**

The Karuk DOT Maintenance Crew will be completing this project by August 2016 - To ensure longevity of this facility AC repair, crack sealing, seal coating and stripping will be completed for this facility. This project will be assessed this month and we will begin working on facility maintenance in July. I expect this maintenance will extend the life of this facility for at least another 5 years.

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

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

**Status: In Process** 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:** In Process - 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.

3.) **Tribal Transportation Improvement Program (TTIP) Update**

**Status:** I am currently awaiting our new TTIP for FY 2016 – FY 2020. I received a call from FHWA to discuss particulars of our TTIP. We will be receiving the Official TTIP soon.

4.) **Tribal and Regional Coordination during Quarterly Period**

**Status:** Requested Tribal Council nomination to be our representative on DOT Self Governance Negotiated Rulemaking Committee 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), Quarterly National Tribal Transportation Program Coordinating Committee Meeting (TTPCC), Siskiyou County LTC Social Services TAC, Meeting with National Transit Data Base Rep., met with UC Berkeley Tech Transfer/Transportation Safety Assessment.

**Project Title: Road Maintenance**

**I am very proud of the work our DOT Maintenance crew completes; they are a fine example of well managed coordination, team work and professionalism.**

The Crew has been able to accomplish many force account projects. Our goal is to accomplish most all of our maintenance Projects in house; the following maintenance projects are currently planned for **June and July 2016**

- **Tishawnik Roads Project – Construction Management**
- **Somes Bar Work Center – Surface Maintenance**
- **Red Cap Road Review and Assist**

**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**

- Equipment repair and maintenance
- Street Sweeping
- Debris and brush removal from roadside and gutters
- Crack Sealing
- Minor roadway patching
- Curb painting



<b>Program</b>	<b>Code</b>	<b>Total Budget</b>	<b>Expensed to date</b>	<b>Balance</b>	<b>% Expended</b>
Federal Highway Administration (FHWA)	2231	\$3,528,723	\$566,487	\$2,960,305	16.11
<b>Term Dates</b>	<b>Total Months</b>	<b>Month # for report period</b>	<b># Months Remaining</b>	<b>% Completed.</b>	<b>Extension Option Y/N</b>
10/1/15 – 9/30/16	12	10	2	80%	Allows for annual carryover of all unused TTP funds
<b>Progress Report Due Date</b>	<b>Completed?</b>	<b>Date Completed.</b>	<b>Fiscal Report Due Date</b>	<b>Completed?</b>	<b>Date Completed.</b>
	yes	3/16	3/16	yes	3/16

**Action Items:**

**Item #1 – Purchase of Seal Coat Machine** –Requesting approval of equipment purchase for the purposes of maintaining transportation facilities and ensuring cost effective facility management.

**Item #2 – Road Maintenance Supervisor** – Requesting approval of revised position description.

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

**Requestor:** Sandi Tripp **Date:** July 11, 2016  
**Dept/Program:** Department of Transportation **Funding Source:** Ishpunk Leasing

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

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

**Procurement**     Three quotes     Sealed Bid     Competitive Proposal

**COMPARATIVE SUMMARY** (Minimum of Three Required)

Company Name	Date	Price	Contact/Phone	Indian Y/N
Seal-Rite	7/7/2016	\$ 19,310.00	573-387-4491	N
SealMaster	7/6/2016	\$ 24,244.85	909-384-7325	N
Neal Manufacturing	7/7/2016	\$ 24,244.00	800-235-4867	N

**Name of Selected Vendor:** Seal-Rite

**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:** See attached quotes

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

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

Sandi Tripp  
Requestor  
Laura Mayton  
\*\*Chief Financial Officer

7/11/16  
Date  
7-12-16  
Date

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

Date

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

Date

Judy Omsberg  
Other

7-12-16  
Date

**Jaclyn Ownsbey**

---

**From:** Misty Rickwalt  
**Sent:** Tuesday, July 12, 2016 10:56 AM  
**To:** Compliance  
**Subject:** Procurement documents for Sealcoat machine  
**Attachments:** Procurement for Sealcoat machine 7.12.16.pdf

Ayukii,

Please see the attached procurement documents for a sealcoat machine. I've researched this piece of equipment, and have found three that are as comparable as possible (there are limited resources for this type of equipment). The quotes include freight charges for delivery to Yreka. We've selected Seal-Rite, as they are the lowest price and have everything we need.

Feel free to let me know if you have any questions.

Thank you,

Misty

**Misty Rickwalt**

Office Manager

Karuk Tribe Department of Transportation

37960 Highway 96, Building A

PO Box 203

Orleans, CA 95556

[mrickwalt@karuk.us](mailto:mrickwalt@karuk.us)

(530) 627-3016 Phone

(530) 627-3042 FAX

**Karuk Tribe**



**NEAL MANUFACTURING - A Division of  
BLASTCRETE EQUIPMENT COMPANY**  
2000 COBB AVENUE  
P. O. BOX 1964  
ANNISTON, AL 36202  
USA

Voice: 800-235-4867  
Fax: 256-238-9824

# QUOTATION

Quote Number: 4610-0707  
Quote Date: Jul 7, 2016  
Page: 1

<b>Quoted To:</b>
KARUK TRIBE 64238 2ND AVENUE HAPPY CAMP , CA 96039

Customer ID	Good Thru	Payment Terms	Sales Rep
KARTRI	8/6/16	50% DOWN 50% SHIPMENT	FAR2

Quantity	Item	Description	Unit Price	Amount
		NEAL ESSP 750 TO INCLUDE THE FOLLOWING:  -PROVEN AND RELIABLE NEAL 100 GPM HYDRAULIC PISTON PUMP  -19 HP KOHLER GASOLINE ENGINE WITH ELECTRIC START  -TUBULAR STEEL FRAMEWORK  -FULL SWEEP AGITATION  -(1) 75 FT. HOSE WITH 6 FT. HAND WAND  -HAND WAND HOLDER  -DUAL AXLE HIGH SPEED TOWING TRAILER WITH ELECTRIC BRAKES  PAINT: BLACK TERMS: 50% DOWN 50% SHIPMENT FOB ANNISTON, ALABAMA USA		
			Subtotal	Continued
			Sales Tax	Continued
			Freight	Continued
			<b>TOTAL</b>	<b>Continued</b>

**NEAL MANUFACTURING - A Division of  
BLASTCRETE EQUIPMENT COMPANY**  
2000 COBB AVENUE  
P. O. BOX 1964  
ANNISTON, AL 36202  
USA

# QUOTATION

Quote Number: 4610-0707  
Quote Date: Jul 7, 2016  
Page: 2

Voice: 800-235-4867  
Fax: 256-236-9824

Quoted To:
KARUK TRIBE 64236 2ND AVENUE HAPPY CAMP , CA 96039

Customer ID	Good Thru	Payment Terms	Sales Rep
KARTR1	8/6/16	50% DOWN 50% SHIPMENT	FAR2

Quantity	Item	Description	Unit Price	Amount
1.00	20-MISC	10% TAX WILL APPLY FOR CUSTOMER PICKUP NEAL ESSP 750 TRAILER POWERED WITH A 19 HP KOHLER GASOLINE ENGINE AS LISTED ABOVE	21,000.00	21,000.00
			<b>Subtotal</b>	<b>21,000.00</b>
			<b>Sales Tax</b>	
			<b>Freight</b>	<b>3,444.00</b>
			<b>TOTAL</b>	<b>24,444.00</b>

Seal-Rite  
 1374 State Road M  
 Auxvasse MO 65231



Phone: (573) 387-4491  
 Fax: (573) 387-4769  
 sales@seal-rite.com  
 www.seal-rite.com

Quote Number: 5777

Quote

Page: 1 of 1

**Quote To:**  
 Karuk Tribe DOT  
 37960 Hwy 96, Bldg A  
 Orleans CA 95556  
 Phone: 530-627-3016  
 mrickwalt@karuk.us

**Ship To:**  
 Karuk Tribe DOT  
 1836 Aspuun Road  
 Yreka CA 96097

**Date:** 7/7/2016  
**Expires:** 8/6/2016

**Sales Rep:** Kayla  
 kayla@seal-rite.com

Unit will ship on a flatbed trailer - customer is responsible for unloading the unit.

Line	Part Number/Description	Quantity	Unit Price	Ext. Price	Discount	Line Total
1	<b>SR-700 XP Trailer</b> 2016 SR-700 XP Trailer Unit Featuring (2) 7,000 lb E-Z Lube Torsion Axles with Electric Brakes on each Axle, Adjustable Coupler, 30 Gallon Jenny Air Compressor Powered by a 13 HP Electric Start Honda Engine, Full Sweep Variable Speed Hydraulic Agitation with 3/8" Rubber Wiper Blades on each Paddle, 2" Wilden P8 Air-Operated, Dual-Diaphragm Pump, 3 Gallon Filter Pot and 150' Hannay Manual Wind Hose Reel with 100' of 3/4" 300 psi Hand Hose on Swivel Mount with 6 1/2' Aluminum Spray Wand. A 61" x 35" Ramp/Gate, 29 gallon Plastic Water Tank with 5 gpm Wilden Air-Operated, Dual-Diaphragm Pump & 50' of Hose with Nozzle, Brush Box, Flush-Out System, Spray Wand Holder and 10 gallon Fuel Tank with 10' of Hose and Nozzle.	1.00	16,600.00	16,600.00	0.00	\$16,600.00
2	<b>005-Atwood Heavy Duty Power Jack</b> Atwood Heavy Duty Power Jack w/ Manual backup	1.00	400.00	400.00	0.00	\$400.00
3	<b>005-Spare Tire-Mtd-Fender</b> Spare Tire (identical to those on trailer) - Mounted on Fender of Unit and Lockable	1.00	290.00	290.00	0.00	\$290.00
<b>Freight-Flatbed</b>						<b>\$2,020.00</b>

Quote is good through expiration date shown above.  
 All deposits are non-refundable

Order Total:	17,290.00
Total Discounts:	0.00
Sub Total:	17,290.00
Misc Charges:	2,020.00
Tax Amt:	0.00
<b>Grand Total:</b>	<b>\$19,310.00</b>

SealMaster of Southern California  
P.O. Box 2218  
Sandusky, OH 44871 US  
(909) 384-7325  
sealmastemario@gmail.com  
http://Sealmastersocal.com



# ESTIMATE

ESTIMATE # 5627  
DATE 07/06/2016

**ADDRESS**  
Cash Customer  
United States

**SHIP TO**  
Cash Customer  
United States

Please detach top portion and return with your payment.

ACTIVITY	QTY	RATE	AMOUNT
E1132- TR 750 sprayer	1	18,665.00	18,665.00T
E1132- TR 750 Sprayer w/ Pro Air			
F1000-Freight internal to cust	1	3,900.00	3,900.00
F1000-Freight Internal to customer			
SUBTOTAL			22,565.00
TAX (9%)			1,679.85
TOTAL			<b>\$24,244.85</b>

Accepted By

Accepted Date

## POSITION DESCRIPTION

- Title:** ~~Lead~~ Roads Maintenance ~~Supervisor~~ Worker
- Reports To:** Director of Transportation
- Supervises:** Roads Maintenance Worker(s)
- Location:** Report Site: Happy Camp  
Work Sites: Happy Camp/Orleans/Yreka
- Salary:** \$~~253~~.00 to \$~~3328~~.00 per hour, depending on experience

**Summary:** ~~The Road Maintenance Supervisor shall be~~ responsible for maintaining all Karuk Tribal ~~roads and associated transportation facilities~~ facilities. The ~~Lead~~ Road Maintenance Supervisor ~~Worker~~ shall oversee all Karuk Tribe Department of Transportation Road Maintenance staff, maintain site safety and ensure exemplary project outcomes. ~~The Road Maintenance Supervisor shall enforce safety regulations, applicable law and policies and procedures, must be capable of while~~ performing needs assessments, ~~scheduling, coordinating scheduling, and~~ implementing construction and maintenance projects as required. ~~all aspects of maintenance and repair of Tribal routes.~~

~~The Lead Road Maintenance Worker must have a working knowledge of road construction and maintenance techniques, as well as industry machinery and tools. The Lead Road Maintenance Worker shall also supervise crew members to accomplish project tasks as required by applicable law and industry standards.~~

**Classification:** Full Time, Regular, Non-Exempt

### Responsibilities:

1. ~~Shall~~ Must adhere to and enforce Karuk Tribal Roads System policies, as adopted by the Karuk Tribe and Federal Highway Administration-Tribal Transportation Program. ~~from the BIA IRR Program.~~
- ~~1-2.~~ Must must have a working knowledge of road construction and maintenance techniques, as well as industry machinery and tools.
- ~~2-3.~~ Shall directly supervise Karuk Tribal Roads Maintenance Crew members and be responsible for daily onsite crew operations and worker safety.
- ~~3-4.~~ Shall perform needs assessments to identify ~~regular~~ maintenance needs as well as priority projects on all routes in the Karuk Tribal Indian Reservation Roads Inventory

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4.5. Must complete a daily log, without exception, and provide the written sheets to direct supervisor on a weekly basis.

5.6. Shall assist in the development and adhere to the Karuk Tribal Annual Roads Maintenance Project Schedule.

6.7. Shall assist in the development of project scope of work and implement all aspects of construction, repair and general maintenance ~~and repair~~ on select Tribal ~~routes~~ Transportation Facilities.

7.8. Must assist in the procurement of equipment and supplies for maintenance and upgrade on select Tribal ~~routes~~ Transportation Facilities.

8.9. Shall identify all necessary equipment and supplies for the implementation and completion of approved Tribal Transportation Facilities ~~road~~ maintenance projects.

9.10. Shall plan and ensure implementation ~~of all~~ safe application of traffic control measures within project work zones on all traveled routes.

11. Shall be responsible for the safe use and operation of all program vehicles, equipment and tools.

10.12. Shall monitor and maintain equipment, supplies and parts inventories needed to support project activity.

13. Shall be responsible for a good cohesive working environment while ensuring adherence to all applicable law, policies and procedures.

14. Shall be responsible to ensure on-site communication and coordination with the State and local government and community stakeholders with a focus on favorable consensus driven outcomes

11. Shall establish and maintain a favorable working relationship through and communications and planning with Department Director, project engineers and contractors, supervisor, coworkers and the general public.

15. Shall report and provide any written material to the Department Director as requested to ensure complete and favorable reporting processes.

16. Must ensure daily vehicle recordkeeping of inspections, trip reports and drivers logs for all Departmental commercial vehicles as required by licensing agency.

17. Must ensure all Departmental commercial vehicle inspection processes are planned, scheduled and implemented as required by licensing agency.

12.18. Other job related duties as assigned.

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#### Requirements:

1. ~~Must~~ Must have proven supervisory skills and ensure daily onsite safety and project implementation.

1. Must have knowledge of road way and pavement assessments and assist in the development of an Annual Assessment Reports for use in project prioritization processes.

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2. ~~Must have working knowledge of specificaitons and industry standards.~~

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3. Must assist in the development of project scheduling, scope of work and budget development.

4. Must have proven hands on experience of construction and maintenance equipment.

5. Must have knowledge of traffic control and work place safety planning and implementation.

6. Must be in good physical condition; able to climb steep slopes and lift items weighing up to 90 pounds without restriction.

7. Must have ability to work effectively with Native American people in culturally diverse environments.

8. Must have ability to manage time well and work under stressful conditions with an even temperament.

9. Must have ability to establish and maintain harmonious working relationships with other employees and the public.

~~10. Must have ability to understand and follow oral and written instructions.~~

11. Must possess a valid Class A California Driver's License with Air Break endorsement, good driving record, and reliable transportation.

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12.10. Must adhere to the Karuk Tribe Personnel Policy Manual.

13.11. Must exercise confidentiality.

14.12. Must be able to travel and work throughout the Tribe's service area.

15.13. Must be available to attend periodic trainings which may require overnight travel.

16.14. Must successfully pass a pre-employment drug screening test and be willing to submit to a criminal background check.

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

**Council Approved:** ~~September 27, 2012~~ July 27, 2016

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

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

**SCOTT QUINN, DIRECTOR OF TRIBAL LANDS MANAGEMENT**  
**Directors Report for Council Meeting on**  
**July 27, 2016**

(June 16, 2016 to July 21, 2016)

**LAND MANAGEMENT PROJECTS**

**1. 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 6/28/2016 the BIA requested two surveys of the property. On 7/21/2016 I sent BIA the requested surveys.

**Remaining:** With the new Rule, MST may needs to issue a Title Commitment. BIA is checking with the Solicitor. Once the application is deemed complete; the BIA will initiate the Fee to Trust Process per 25CFR 151, including; the BIA will publish a Notice of Application (NOA), NEPA compliance, Title Opinion, Legal Description review, Notice of Decision (NOD), Recording Instructions to the Title Co., Acceptance of Conveyance (AOC), and final recording of the new deed at the BIA and County. A final Title Policy will also be issued by the Title Co.

**2. Project Title: Tynes and Rail Road Property Fee to Trust**

**Description:** Project to put the Tynes and Menne Rail Road property in Yreka into trust.

**Status:** On 6/6/16 we received the Limited Phase II Env. Site Assessment from VESTRA. A FTT Application needs to be drafted and sent to the BIA (See attached resolution 16-R-099). On 6/24/2016, I completed and sent the FTT Application to the BIA. On 7/21/2016 I emailed BIA to confirm receipt of the Fee to Trust (FTT) Application.

**Remaining:** Once the application is deemed complete; the BIA will initiate the Fee to Trust Process per 25CFR 151 (see above).

**3. Project Title: Orleans Community Center Fee to Trust\***

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

**Status:** On 7/21/2016 and 6/28/2016, I checked with Arvada on the Solicitor's review of the Title Commitment and if she will accept Exception #10 which states the title company will not insure against *"any assertion of a trust in favor of the USA or other restrictions affecting said land or any other adverse claims that would be disclosed by an examination of the BIA records"*.

Humboldt Land Title Company (HLTC) has not got back to us regarding our 10/1/15 request to remove the exception. I requested a new commitment on 1/21/2016. On 2/17/2016 I talked to the BIA who said they would check on the status. I also checked with HLTC on 5/21/2016, 5/31/2016, and 6/16/2016.

**Remaining:** Updated Commitment without exception #10. BIA needs to complete the Fee to Trust Process per 25CFR 151 (see above).

**4. Project Title: Bunker Hill Fee to Trust**

**Description:** Project to put the Bunker Hill property into trust status.

**Status:** I requested a new title commitment from MST on 1/21/2016. I checked the status at Mt. Shasta Title Company on 5/21/2016, 5/31/2016, and 6/16/2016. On 6/29/2016 I asked MST to review the docs I sent. On 7/11/2016 Sheila said she needs Caltrans to sign an additional Deed, which I requested of Caltrans on 7/12/2016. On 7/12/2016 I sent the Deed and Acceptance to Chris Schaller with Caltrans for Directors signature. On 7/21/2016 I followed up with a call to Caltrans. Quitclaim have been signed and notarized.

**Remaining:** Updated Commitment without legal description exception. BIA needs to complete the Fee to Trust Process per 25CFR 151 (see above).

**5. 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:** reviewed and ready for approval.

**Remaining:** Council Approval, Send to HCFPD for full execution.

**6. Project Title: Old Somes School Purchase Agreement**

**Description:** Work with multiple parties to draft a purchase agreement and potential easements, etc.

**Status:** On 6/24/2016 we opened escrow. On 6/30/2016 we sent signed agreement, resolution, etc. On 7/20/2016 I sent MST signed initial docs.

**Remaining:** Sign Escrow Package once received, and close escrow.

**7. Project Title: Siskiyou Telephone Co. Service Line Agreements**

**Description:** Working with STC and staff.

**Status:** The initial agreement was inadequate and fairly vague. I made changes and submitted for review. Fatima suggested changes.

**Remaining:** Incorporate changes to agreement language.

**8. Project Title: PaicifCorp Service Line Agreement – HC Admin Bathroom**

**Description:** Agreement to allow for electrical service to the proposed Admin/RV Park bathrooms.

**Status:** Fully executed and sent to BIA for recording.

**Remaining:** *NOTHING.*

**Action Items:**

- 1.** *Resolution 16-R-112 authorizing Siskiyou Telephone Service Line Agreement 16-A-042.*
- 2.** *Agreement 16-A-042 Siskiyou Telephone Service Line Agreement.*
- 3.** *Resolution 16-R-113 authorizing Siskiyou Telephone Service Line Agreement 16-A-058.*

- 4. Agreement 16-A-058 Siskiyou Telephone Service Line Agreement.**
- 5. Resolution 16-R-114 authorizing Siskiyou Telephone Service Line Agreement 16-A-059.**
- 6. Agreement 16-A-049 Siskiyou Telephone Service Line Agreement.**
- 7. Agreement 16-A-060 Payment-in-Lieu-of-Taxes to the Happy Camp Fire Protection District.**
- 8. Resolution 16-R-120 Requesting the BIA accept the HC Community Center Properties into trust.**

**Current Tasks:**

<b>Task Subject</b>	<b>Status</b>	<b>% Complete</b>	<b>Categories</b>
Karuk Seal Name Info to Fatima	Not Started	0%	Land Mgt.
Council Report	In Progress	90%	Land Mgt.
HC Sanitary District In-Lieu Tax Invoice	In Progress	50%	Land Mgt.
Lease Yellow House to WHD	In Progress	25%	Land Mgt.
YR TANF FTT	Not Started	0%	Land Mgt.
KR RV Park FTT	Not Started	0%	Land Mgt.
Headway, Yellow House, Rustic FTT	Not Started	0%	Land Mgt.
Lease Comer to Vickie Walden	Waiting on someone else	75%	Land Mgt.
RV Parks to KCDC MOU	Not Started	0%	Land Mgt.
List of KT Fee property tax/year	Not Started	0%	Land Mgt.
Maintenance List to Tribal Maintenance	Not Started	0%	Land Mgt.
Prepare Council Planning Presentation Materials	In Progress	99%	Land Mgt.
Process Server - Contract & Notice	Waiting on someone else	90%	Land Mgt.
Old Somes School - Open Escrow, MOU, Resolution	Waiting on someone else	80%	Land Mgt.
Bunker Hill FTT - New Commitment	Waiting on someone else	0%	Land Mgt.
Orleans CC FTT - Commitment?	Waiting on someone else	0%	Land Mgt.
Tynes, Menne, RR FTT	In Progress	75%	Land Mgt.
WME FTT - Commitment?	Waiting on someone else	0%	Land Mgt.
HCFPD-SLA	Waiting on someone else	80%	Land Mgt.
Siskiyou Telephone SLA - Redraft	Not Started	0%	Land Mgt.
CGI - Contract for Additional Services	Waiting on someone else	90%	Casino

**Completed Tasks:**

<b>Task Subject</b>	<b>Status</b>	<b>Categories</b>
Develop HCCSD Fee Spreadsheet	Thu 6/2/2016	Land Mgt.
Review 25CFR151 Title Evidence Final Rule	Fri 6/3/2016	Land Mgt.
G West Invoice #G16-002-01-03	Fri 6/10/2016	Casino
WME Rental-JUN	Mon 6/13/2016	Land Mgt.

*Draft 30 Trespass Notice to Fatima  
SWPPP to WHD  
Create Comer/Beagle Land File  
Revise CGI Contract Pg. 1*

*Mon 6/13/2016  
Wed 6/15/2016  
Wed 6/15/2016  
Thu 6/16/2016*

*Land Mgt.  
Casino  
Land Mgt.  
Casino Tasks*

**Karuk Tribal TANF Program July 2016 Monthly Report  
For May/June 2016**

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**Program Summary**

**TANF**

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

Currently serving **61** clients (See attachment (A)) – KTCP-Active Cases as of 06/19/2015)

Currently serving **62** clients (See attachment (A)) – KTCP-Active Cases as of 07/19/2015)

WPR = **50.00%** - (See attachment (B)) – KTCP – WPR – Orleans – (05/2016)

WPR = **50.00%** - (See attachment (B)) – KTCP – WPR – Orleans – (06/2016)

WPR = **50.00%** - (See attachment (B)) – KTCP – WPR – Happy Camp – (05/2016)

WPR = **50.00%** - (See attachment (B)) – KTCP – WPR – Happy Camp – (06/2016)

WPR = **40.00%** - (See attachment (B)) – KTCP – WPR – Yreka - (05/2016)

WPR = **30.00%** - (See attachment (B)) – KTCP – WPR – Yreka - (06/2016)

WPR = **44.83%** - (See attachment (B)) - KTCP – 05/2016

WPR = **34.48%** - (See attachment (B)) - KTCP – 06/2016

**N.E.W. Program**

2016 Budget = **\$39,154.00**      Total Expended to-date = **\$ 24,575.85**

**LIAP PROGRAM**

**LIHEAP (Energy Assistance)**

2016 Budget = **\$27,921.00**      Total Expended to-date = **\$23,551.50**

**GENERAL ASSISTANCE**

2016 Budget = **\$110,000.00**      Total Expended to-date = **\$117,137.84**

**CSD**

2015 Budget = **\$18,220.00**      Total Expended to-date = **\$14,848.25**

**Council Approval Request(s)**

None

- |                  |   |
|------------------|---|
| (Attachment (A)) | TANF Active Cases (05-06/2016 Report)           |
| (Attachment (B)) | TANF Work Participation Rate (05-06/2016)       |
| (Attachment (C)) | N.E.W. Program (07/2016 Report)                 |
| (Attachment (D)) | LIAP - LIHEAP (07/2016 Expenditure Report)      |
| (Attachment (E)) | LIAP - GA (07/2016 Expenditure Report)          |
| (Attachment (F)) | LIAP - CSD (07/2016 Expenditure CY Report)      |
| (Attachment (G)) | Native Employment Works (N.E.W.) Award approval |

## Program Report

### Executive Director's Comments:

#### ACF:

Submitted 2017-2019 N.E.W. Plan. The plan was accepted and approved by ACF 07/01/2016.

#### Office Space –

##### Orleans -

TANF is moving in.

##### Happy Camp –

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

#### Appeals, Complaints and Grievances -

None

#### Case Management –

##### Work Experience

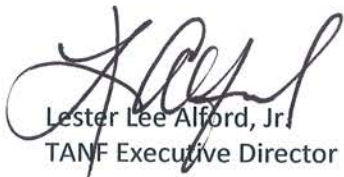
We are steadily improving the quality and customer services to our clients.

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

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

On Hold

#### Submitted By:



Lester Lee Alford, Jr.  
TANF Executive Director



# Karuk Tribal TANF Program

Active Cases as of

06/15/2016

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## Orleans TANF Office

Total number of Child Only/Non-Needy families	2
Total number of One Parent families	3
Total number of Two Parent families	1
<b>Total number of cases is</b>	<u><u>6</u></u>

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## Happy Camp TANF Office

Total number of Child Only/Non-Needy families	10
Total number of One Parent families	4
Total number of Two Parent families	2
<b>Total number of cases is</b>	<u><u>16</u></u>

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## Yreka TANF Office

Total number of Child Only/Non-Needy families	15
Total number of One Parent families	18
Total number of Two Parent families	6
<b>Total number of cases is</b>	<u><u>39</u></u>

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**Total number of Child only cases program wide is** 27

**Total number of 1-Parent cases program wide is** 25

**Total number of 2-Parent cases program wide is** 9

**Total number of cases program wide is** 61

**Karuk Tribal TANF Program**  
**Active Cases as of**  
**07/19/2016**

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**Orleans TANF Office**

Total number of Child Only/Non-Needy families	2
Total number of One Parent families	3
Total number of Two Parent families	1
<b>Total number of cases is</b>	<u><u>6</u></u>

---

**Happy Camp TANF Office**

Total number of Child Only/Non-Needy families	10
Total number of One Parent families	4
Total number of Two Parent families	3
<b>Total number of cases is</b>	<u><u>17</u></u>

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**Yreka TANF Office**

Total number of Child Only/Non-Needy families	15
Total number of One Parent families	18
Total number of Two Parent families	6
<b>Total number of cases is</b>	<u><u>39</u></u>

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<b>Total number of Child only cases program wide is</b>	<b>27</b>
<b>Total number of 1-Parent cases program wide is</b>	<b>25</b>
<b>Total number of 2-Parent cases program wide is</b>	<b>10</b>
<b>Total number of cases program wide is</b>	<u><u><b>62</b></u></u>

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 5 / 2016**  
**Orleans TANF Office**

**Type of Family for Work Participation**

One parent families	2
Two parent families	0
Child Only Family	2
<b>Total Cases Reported for this Period</b>	<b>4</b>

**Work Participation for All Families**

Cases that did the hours required	1
Cases required to work	2
<b>Work Participation Rate</b>	<b>50.00 %</b>
<b>2016 Work Participation Rate is 38%</b>	

**Client TANF Payments**

<b>Total Payments</b>	<b>\$2,880.68</b>
-----------------------	-------------------

**Number of Clients Participating by Activity Type**

049 - Unsubsidized employment	0
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	0
055 - Community Service Programs	0
056 - Vocational Education Training	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	4
Siskiyou County	50
<b>*Total Cases: 54</b>	

**Current Case Load by Staff**

ABALLARD	2
KKING	4
LALFORD	2
LAUBREY	15
MCHARLES	17
RBAILEY	10

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 6 / 2016**  
**Orleans TANF Office**

**Type of Family for Work Participation**

One parent families	1
Two parent families	1
Child Only Family	2
<b>Total Cases Reported for this Period</b>	<b>4</b>

**Work Participation for All Families**

Cases that did the hours required	1
Cases required to work	2
<b>Work Participation Rate</b>	<b>50.00 %</b>
<b>2016 Work Participation Rate is 38%</b>	

**Client TANF Payments**

<b>Total Payments</b>	<b>\$2,149.00</b>
-----------------------	-------------------

**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	3
Siskiyou County	52
<b>*Total Cases: 55</b>	

**Current Case Load by Staff**

ABALLARD	2
KKING	4
LALFORD	2
LAUBREY	14
MCHARLES	18
RBAILEY	13

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 5 / 2016**  
**Happy Camp TANF Office**

**Type of Family for Work Participation**

One parent families	4
Two parent families	2
Child Only Family	9
<b>Total Cases Reported for this Period</b>	<b>15</b>

**Work Participation for All Families**

Cases that did the hours required	3
Cases required to work	6
<b>Work Participation Rate</b>	<b>50.00 %</b>
<b>2016 Work Participation Rate is 38%</b>	

**Client TANF Payments**

<b>Total Payments</b>	<b>\$8,289.00</b>
-----------------------	-------------------

**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	1
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	4

**Current Case Load by Site**

Humboldt County	4
Siskiyou County	50
<b>*Total Cases: 54</b>	

**Current Case Load by Staff**

ABALLARD	2
KKING	4
LALFORD	2
LAUBREY	15
MCHARLES	17
RBAILEY	10

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 6 / 2016**  
**Happy Camp TANF Office**

**Type of Family for Work Participation**

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

**Current Case Load by Site**

Humboldt County	3
Siskiyou County	52
<b>*Total Cases: 55</b>	

**Work Participation for All Families**

Cases that did the hours required	3
Cases required to work	6
<b>Work Participation Rate</b>	<b>50.00 %</b>
<b>2016 Work Participation Rate is 38%</b>	

**Current Case Load by Staff**

ABALLARD	2
KKING	4
LALFORD	2
LAUBREY	14
MCHARLES	18
RBAILEY	13

**Client TANF Payments**

<b>Total Payments</b>	<b>\$8,332.00</b>
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**Number of Clients Participating by Activity Type**

049 - Unsubsidized employment	0
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	1
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	2

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 5 / 2016**  
**Yreka TANF Office**

**Type of Family for Work Participation**

One parent families	18
Two parent families	4
Child Only Family	12
<b>Total Cases Reported for this Period</b>	<b>34</b>

**Current Case Load by Site**

Humboldt County	4
Siskiyou County	50
<b>*Total Cases: 54</b>	

**Work Participation for All Families**

Cases that did the hours required	8
Cases required to work	20
<b>Work Participation Rate</b>	<b>40.00 %</b>
<b>2016 Work Participation Rate is 38%</b>	

**Current Case Load by Staff**

ABALLARD	2
KKING	4
LALFORD	2
LAUBREY	15
MCHARLES	17
RBAILEY	10

**Client TANF Payments**

<b>Total Payments</b>	<b>\$20,855.00</b>
-----------------------	--------------------

**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	1
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	1
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	7

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 6 / 2016**  
**Yreka TANF Office**

**Type of Family for Work Participation**

One parent families	18
Two parent families	4
Child Only Family	14
<b>Total Cases Reported for this Period</b>	<b>36</b>

**Current Case Load by Site**

Humboldt County	3
Siskiyou County	52
<b>*Total Cases: 55</b>	

**Work Participation for All Families**

Cases that did the hours required	6
Cases required to work	20
<b>Work Participation Rate</b>	<b>30.00 %</b>
<b>2016 Work Participation Rate is 38%</b>	

**Current Case Load by Staff**

ABALLARD	2
KKING	4
LALFORD	2
LAUBREY	14
MCHARLES	18
RBAILEY	13

**Client TANF Payments**

<b>Total Payments</b>	<b>\$23,386.00</b>
-----------------------	--------------------

**Number of Clients Participating by Activity Type**

049 - Unsubsidized employment	4
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	0
055 - Community Service Programs	1
056 - Vocational Education Training	0
057 - Job Skills Training Directly Related to Employment	1
058 - Education Directly Related to Employment - No HSD/GED	1
059 - Satisfactory School Attendance For Individuals - No HSD/GED	1
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	6



# Karuk Tribal TANF Program

## WPR - Monthly Summary for 5 / 2016

07/19/2016

### Type of Family for Work Participation

One parent families	25
Two parent families	6
Child Only Family	23
<b>Total Cases Reported for this Period</b>	<b>54</b>

### Current Case Load by County

Humboldt County	4
Siskiyou County	50
<b>*Total Cases: 54</b>	

### Work Participation for All Families

Cases that did the hours required	13
Cases required to work	29
<b>Work Participation Rate</b>	<b>44.83 %</b>
<b>2016 Work Participation Rate is 38%</b>	

### Current Case Load by Staff

ABALLARD	2
KKING	4
LALFORD	2
LAUBREY	15
MCHARLES	17
RBAILEY	10

### Client TANF Payments

<b>Total Cash Assistance Payments</b>	<b>\$33,602.68</b>
---------------------------------------	--------------------

### Current AOD Case Load

CHOSTLER	5
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### Number of Clients Participating by Activity Type

049 - Unsubsidized employment	6
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	2
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	1
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	13

ATTACHMENT (B)

# Karuk Tribal TANF Program

## WPR - Monthly Summary for 6 / 2016

07/21/2016

### Type of Family for Work Participation

One parent families	24
Two parent families	7
Child Only Family	24
<b>Total Cases Reported for this Period</b>	<b>55</b>

### Current Case Load by County

Humboldt County	3
Siskiyou County	52
<u>*Total Cases: 55</u>	

### Work Participation for All Families

Cases that did the hours required	10
Cases required to work	29
<b>Work Participation Rate</b>	<b>34.48 %</b>
2016 Work Participation Rate is 38%	

### Current Case Load by Staff

ABALLARD	2
KKING	4
LALFORD	2
LAUBREY	14
MCHARLES	18
RBAILEY	13

### Client TANF Payments

Total Cash Assistance Payments	\$34,656.00
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### Current AOD Case Load

CHOSTLER	5
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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	1
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	0
055 - Community Service Programs	1
056 - Vocational Education Training	0
057 - Job Skills Training Directly Related to Employment	1
058 - Education Directly Related to Employment - No HSD/GED	1
059 - Satisfactory School Attendance For Individuals - No HSD/GED	1
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	9

ATTACHMENT (B)

**Karuk Tribal NEW Program**  
**July 2015 - June 2016**  
*Active Cases as of 07/21/2016*

<b>PROGRAM TOTALS</b>	Total number Orleans Clients:	<b>3</b>
	Total number Happy Camp Clients:	<b>4</b>
	Total number Yreka Clients:	<b>10</b>
	<b>Total number of cases program wide is</b>	<b>17</b>

<b>PROGRAM ACTIVITIES</b>	<ul style="list-style-type: none"> <li><b>0</b> - ABE/GED - Adult Basic Education/General Education Degree</li> <li><b>5</b> - OST - Occupational Skill Training</li> <li><b>6</b> - PSED - Post-Secondary Education</li> <li><b>0</b> - OJT - On the Job Training</li> <li><b>0</b> - WEX - Short-Term</li> <li><b>0</b> - WEX - Long-Term</li> <li><b>3</b> - JRT - Job Readiness Training</li> <li><b>0</b> - JS - Job Search</li> <li><b>2</b> - JDJP - Job Development &amp; Placement</li> <li><b>7</b> - JRS - Job Retention Services</li> </ul>
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<b>PROGRAM EXPENDITURE</b>	<b>2016 N.E.W. Program Grant Award Amount:</b>	<b>\$39,154.00</b>
	<b>2016 Total Expenditures To-Date:</b>	<b>\$24,575.85</b>
	<b>2016 N.E.W. Program Grant Amount Remaining:</b>	<b>\$14,578.15</b>

# Karuk Tribe 2016 LIHEAP Expenditure Report

07/21/2016

## EXPENDITURES TO-DATE

	<u>2016 Budget</u>	<u>2016 Actual</u>	
Total 2015 LIHEAP Expended-To Date:	31,074.68	<u>\$23,551.50</u>	76 %
Total Heating Assistance Provided:	\$19,847.60	\$18,692.64	94%
Total Cooling Assistance Provided:	\$2792.10	\$1,203.65	43%
Total Weatherization (A/C) Assistance Provided:	\$2792.10	\$0.00	0%
Total Weatherization (Heating) Assistance Provided:	\$2792.10	\$858.72	31%
Total Crisis Assistance Provided:	\$2792.10	\$2,796.49	100%

## TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households receiving Heating Assistance:	63
Total # of Households receiving Cooling Assistance:	5
Total # of Households receiving Weatherization (AC) Assistance:	0
Total # of Households receiving Weatherization (Heating) Assistance:	3
Total # of Households receiving Crisis Assistance:	9

## HOUSEHOLD SIZE SERVED

Household Size 1 =	41
Household Size 2 =	29
Household Size 3 =	22
Household Size 4 =	25
Household Size 5 =	22
Household Size 6 =	18

# Karuk Tribe 2016 General Assistance Expenditure Report

## EXPENDITURES TO-DATE

Total 2016 <b>General Assistance</b> Expended-To Date:	<b>\$117,137.84</b>
Total <b>Emergency Assistance</b> Assistance Provided:	<b>\$15,181.92</b>
<b>Food Assistance:</b>	<b>\$6,775.99</b>
<b>Clothing Assistance:</b>	<b>\$3,408.21</b>
<b>Shelter Assistance:</b>	<b>\$4,997.72</b>
Total <b>GAWEP Assistance</b> Provided:	<b>\$710.00</b>
Total <b>In-Home Health Assistance</b> Provided:	<b>\$63,807.00</b>
Total <b>Burial Assistance</b> Provided:	<b>\$37,438.92</b>

## TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households received <b>GA Assistance</b> Assistance:	<b>271</b>
Total # of Households received <b>Emergency Assistance</b> Assistance:	<b>61</b>
<b>Food Assistance:</b>	<b>29</b>
<b>Clothing Assistance:</b>	<b>16</b>
<b>Shelter Assistance:</b>	<b>16</b>
Total # of Households received <b>GAWEP Assistance:</b>	<b>5</b>
Total # of Households received <b>In-Home Health Assistance:</b>	<b>1</b>
Total # of Households receiving <b>Burial Assistance:</b>	<b>29</b>

## HOUSEHOLD SIZE

Household Size 1:	<b>128</b>
Household Size 2:	<b>37</b>
Household Size 3:	<b>2</b>
Household Size 4:	<b>2</b>
Household Size 5:	<b>0</b>
Household Size 6:	<b>0</b>

# Karuk Tribe 2016 CSD Expenditure Report

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## EXPENDITURES TO-DATE

<b>Total 2016 CSD Funding Budget:</b>	<b>\$18,220.00</b>
<b>Total 2016 CSD Expended-To Date:</b>	<b>\$16,848.25</b>
<b>Total Food Assistance Provided:</b>	<b>\$5,735.14</b>
<b>Total Clothing Assistance Provided:</b>	<b>\$1,537.71</b>
<b>Total Shelter Assistance Provided:</b>	<b>\$1,460.92</b>
<b>Total Special Needs Assistance Provided:</b>	<b>\$7,909.48</b>
<b>Total Crisis Assistance Provided:</b>	<b>\$205.00</b>
<b>Total 2016 CSD Funding Remaining:</b>	<b>\$1,371.75</b>

## TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

<b>Total # of Households receiving Food Assistance:</b>	<b>24</b>
<b>Total # of Households receiving Clothing Assistance:</b>	<b>7</b>
<b>Total # of Households receiving Shelter Assistance:</b>	<b>1</b>
<b>Total # of Households receiving Special Needs Assistance:</b>	<b>1</b>
<b>Total # of Households receiving Crisis Assistance:</b>	<b>39</b>

## HOUSEHOLD SIZE

Household Size 1 =	45
Household Size 2 =	12
Household Size 3 =	8
Household Size 4 =	5
Household Size 5 =	1
Household Size 6 =	1



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

July 1, 2016

Mr. Russell Attebery  
Tribal Chairman  
Karuk Tribe  
P.O. Box 1016  
Happy Camp, CA 96039

Dear Chairwoman Attebery,

This letter confirms that the Karuk Tribe's Native Employment Works (NEW) program plan submitted for the three-year period beginning **July 1, 2016** has been approved. This plan is effective for the period July 1, 2016- June 30, 2019, subject to the availability of funds.

The approved NEW plan is the basis for the NEW grant awards to be issued each program year (PY) with funding levels set by law at an amount equal to the amount received by each tribe in fiscal year 1994 under the Tribal Job Opportunities and Basic Skills Training (JOBS) program. The grant awards for PY 2016-2017 will be issued shortly by the Office of Grants Management in Washington, DC.

If the Karuk Tribe proposes to make any substantial changes in the program plan or operations during this period, a plan amendment must be submitted for approval, consistent with 45 CFR 287.85.

We look forward to a continued working partnership with the Karuk Tribe in supporting tribal families to move towards self-sufficiency.

Please contact Mikaela Smith at 415-437-8418 or [mikaela.smith@acf.hhs.gov](mailto:mikaela.smith@acf.hhs.gov) if there are any questions related to this approval.

Sincerely,  
  
on behalf of  
Julie Fong  
Regional TANF Program Manager

Cc: Lester Alford, TANF Executive Director

## TERO Department Report – July 2016

Program	Total Budget	Expended to Date	Balance	% Expended
TERO	72,243.00	38,175.00	29,423.00	59.27%

### TERO Summary

#### Casino Project

TERO is very excited for the upcoming groundbreaking ceremony! We would like to request for the recruitment/training meeting with the developer to be included in his agenda if time allows for it if he is coming for the ceremony.

TERO is collaborating with the KCDC computer center to identify areas of training that we can provide to enhance the opportunity for tribal members to gain employment at the Rain Rock Casino. We appreciate having the model job descriptions to work from.

#### EEOC Grant

TERO will be meeting with EEOC staff the first week of August to determine next steps in implementing our EEOC contract. Yootva for the demonstration of confidence by approving this contract.

#### Caltrans Update

Yurok, Tolowa and Karuk TERO's met with District 1 Caltrans staff on July 13<sup>th</sup> at Tolowa to continue our discussions and development of the Piolet Project. The Pilot Project will test the application of Indian preference NEAR the reservation or tribal lands in our case. Each of the four TERO tribes will work on a specific Caltrans project near our tribal lands. I am interested in researching a project in District 2 so I am working with District 2 Tribal Liaison to determine a project. Our next meeting is scheduled for August 22 in Willow Creek.

Caltrans will be resurrecting the Caltrans TERO Workgroup. The four NorCal TEROs will be a part of the workgroup.



## Newsletter

I submitted an article in the newsletter encouraging tribal members who are interested in employment to submit or update their skills bank application to ensure we have current information for when it comes time for referrals.

## CHILD CARE

Program	Total Budget	Expended to Date	Balance	% Expended	# of Families Served
CCDF FY 15	74,924.94	40,360.85	29,149.92	61.09%	5
CCDF FY 16	57,969.94	0	57,045.00	0%	N/A

## Child Care Summary

There is a lot going on in the child care world. Our child care funding application is due August 1<sup>st</sup> and I am seeking approval of the plan. Once approved, our plan will be effective until 2019. As you will see in the plan, it describes the services we will provide and the initiatives we will undertake during the three year cycle.

**Respectfully request approval of the CCDF block grant application and resolution 16-R-081 authorizing submission of the CCDF block grant for child care funding for federal fiscal year (FFY) 17 – FFY 19.**

## Child Care National

We are still awaiting new federal regulations for the child care program that could impact or change some of our practices in the program. We are told the regulations will be final in the fall of this year.

I was invited to participate in a 2 year Global Leaders for Early Childhood Education program but declined due to the expected workload for the casino project.

### Child Care State

Our state association, the Tribal Child Care of California (TCCAC) is steadily moving along and I am still serving as Co-Chair of the association. My Co-Chair and I were invited to speak at a statewide First Five meeting but we had to decline due to scheduling issues. We were asked to go to the next meeting. There is a lot of interest in coordinating with Tribes in CA but it appears the interest is not mutual with Tribes as we still have challenges in getting ample tribal representation at our meetings. This is one of our goals to increase participation. Our quarterly meetings with the California department of Education are very productive and informative. Tribal child care programs seem to have difficulty seeing the benefit of coordinating and collaborating with the state. Our next meeting is scheduled for October. Our first meeting of 2017 is being hosted by the Southern California Tribal Chairman's Association child care program in San Diego.

### Child Care Local

#### Summer Food Program

The Summer Food program has been very successful and has consistent numbers of children enjoying lunch each day. Many "Yootvas" to the Head Start staff and supporting staff to make this program work! We are looking forward to being able to serve puufich sometime soon!

#### Yav Kuma Itapan – Math Science Camp

We have filled up the slots for the Math and Science camp in Yreka and are a few slots shy for the Happy Camp site. Staff is keeping busy preparing math and science projects, ordering supplies and other things necessary to benefit the children who are participating. Math and Science Camp will be held the week of August 1 – 5<sup>th</sup> with our field trip on August 6<sup>th</sup> to the Redding Waterworks Park.

Respectfully Submitted,

Dion Wood

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

REQUESTOR: DION Wood

DATE: 7-22-16

DEPARTMENT: Child Care

DEADLINE: 8-1-16 AMOUNT: 89K DATES FROM: FY17 TO: FY19

**BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:**

Child Care Block grant funding application

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\* Dion Wood DATE 7-22-16

CFO\* \_\_\_\_\_ DATE \_\_\_\_\_

COMPLIANCE\* \_\_\_\_\_ DATE \_\_\_\_\_

CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

OTHER \_\_\_\_\_ DATE \_\_\_\_\_

# CHILD CARE AND DEVELOPMENT FUND

for

TRIBE: KARUK TRIBE

FFY 2017-2019



This Plan describes the CCDF program to be administered by the Tribes for the period 10/1/2016 – 9/30/2019. As provided for in the applicable statutes and regulations, the Tribal Lead Agency has the flexibility to modify this program at any time, including amending the options selected or described herein.

For purposes of simplicity and clarity, the specific provisions printed herein of applicable laws and regulations are sometimes paraphrases of, or excerpts and incomplete quotations from, the full text. The Tribal Lead Agency acknowledges its responsibility to adhere to them regardless of these modifications.

Public reporting burden for this collection of information is estimated to average 120 hours per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

**(Form ACF 118-A; OMB Approval Number: 0970-0198, expires 06/30/2019)**



## **8 Optional Abbreviated Plan for Tribes Receiving Allocations under \$250,000**

### **Tips for Completing the Abbreviated Tribal CCDF Plan Preprint**

#### **Preprint Design**

The comprehensive FY 2017-2019 Tribal CCDF Plan Preprint, designed for Tribes with annual allocations of \$250,000 or more, is organized into seven parts covering broad topic areas. Section 8 of the Preprint is a condensed version of the Preprint designed to reduce the paperwork burden for Tribes and Tribal consortia that receive **total annual CCDF allocations of less than \$250,000**. Those Tribes may choose to complete and submit this optional, abbreviated version instead of the comprehensive Plan Preprint (Sections 1-7).

When a question requires a “yes” or “no” response, the order of the *yes/no* options changes depending on the question so that the simplest response is first and the more complex response follows. For example, if a “yes” response would require an explanation and a “no” response would not, the “no” option will appear first. Similarly, if a “no” response has additional sub-questions that need to be answered but a “yes” response does not, the “yes” option would appear first. This structure is used to simplify the Plan development process by allowing the person completing the Plan Preprint to skip over response choices that are not relevant; it **NOT** designed to imply that the first answer is the correct answer or the default answer. All questions should be answered in the way that best reflects what is actually happening in the Tribal CCDF program.

*Guidance boxes* are provided after questions that require additional clarification. These boxes may include definitions of unfamiliar terms or phrases, suggestions for details to include in a narrative response, explanations of Office of Child Care (OCC) policy on the topic, and/or references to related questions. It is important to read the relevant Guidance box before answering each question.

Where appropriate, instructions are included that allow Tribes/Tribal Organizations to skip over certain optional questions that do not apply.

#### **Technical Assistance**

Tribes and Tribal Organizations should contact the appropriate OCC Regional Office for guidance and technical assistance support in completing the Tribal CCDF Plan Preprint. Contact information for the OCC Regional Program Managers can be found online at <https://www.acf.hhs.gov/programs/occ/resource/regional-child-care-program-managers>.

Tribes and Tribal Organizations having additional needs for technical assistance can report their projected needs in the annual ACF-700 report (Question #4).



**Section 1 - Administration**

**8.1 Tribe (i.e., the official name of the Tribe as listed in the Federal Register) or Tribal Consortium Applicant**

Name of the Tribe (or Tribal Consortium): KARUK TRIBE  
Name of Tribal Chair/President/Leader: RUSSELL ATTEBERY  
Title: TRIBAL CHAIRMAN  
Address: PO BOX 1016  
City, State, Zip Code: HAPPY CAMP, CA 96039  
Telephone Number: ( 530 ) 493 - 1600 Ext: 2030  
Fax Number: ( 530 ) 493 - 5322  
Email Address: dwood@karuk.us  
Website (if available):

**Note:** ACF will send official grant correspondence such as grant awards, grant adjustments, Plan approvals, and disallowance notifications to the designated contact identified here. (658D(a))

**8.2 Tribal Consortia**

**8.2.1 Are you a Tribal Consortium?**

No. (skip to 8.3)

Yes. **Provide a list of the participating member Tribes/Alaska Native Villages and include demonstrations** from the consortium’s participating Tribes indicating that the consortium has the authority to seek funding on their behalf. Examples of demonstrations include a Tribal Resolution, a letter signed by the Tribal Leader, or another official document from the Tribal/Village government. (98.80(c)(1), 98.81(b)(8)(i))

**Guidance:** For Alaska Native Regional Nonprofit Corporations, the list and demonstrations are for purposes of Discretionary Funds only.

The list is provided as Attachment #: \_\_\_\_\_  
The demonstrations are provided as Attachment #: \_\_\_\_\_

**Note:** If there is any change in the consortium membership, the Tribal Lead Agency must notify ACF through an amendment to the Plan.

**8.2.2 A Tribal consortium must describe how it coordinates services on behalf of each of its participating member Tribes/Villages. Include a brief summary of how the consortium is coordinating services (including direct services) on behalf of each participating member. (98.81(b)(8)(ii),98.83(c)(1))**

**Guidance:** The description should address how child care services are provided to each member Tribe/Village. The description should reference all Tribal CCDF-Operated Centers that receive CCDF funds as part of the consortium and those should be listed in Section 8.11.3.

Describe: \_\_\_\_\_



### 8.3 Designated Tribal Lead Agency

8.3.1 The Tribe or Tribal consortium will designate an agency to represent the Tribe/consortium as the Tribal CCDF Lead Agency. This designated agency agrees to administer the Tribal CCDF program in accordance with applicable Federal laws and regulations and the provisions of this Plan, including the attached assurances and certifications. (Appendix 2). (658D, 658E(c)(1))

Name of Tribal Lead Agency: KARUK TRIBE  
 Name of Tribal CCDF Administrator: DION WOOD  
 Title: TERO/CHILD CARE DIRECTOR  
 Mailing address: PO BOX 1016 HAPPY CAMP, CA 96039  
 Physical address (if different than mailing address): 64236 SECOND AVENUE HAPPY CAMP  
 Telephone Number: ( 530 ) 493 - 1600 Ext: 2030  
 Fax Number: ( 530 ) 493 - 5322  
 Email Address: dwood@karuk.us  
 Website (if available): \_\_\_\_\_

**Note:** ACF will send programmatic communications such as program announcements, Plan approvals, program instructions, and data collection instructions to the designated contact identified here.

8.3.2 Will the Tribal Lead Agency **directly** administer and operate the CCDF program? (98.16(c)(1))

**Guidance:** The Tribal Lead Agency has broad authority to administer the CCDF program through contracts or agreements with other governmental, non-governmental, or other public or private local agencies. The Tribal Lead Agency remains the single point of contact and retains overall responsibility for the administration of the CCDF programs. This question does not pertain to the demonstrations referenced in Section 8.2.1 between a consortium and its participating/constituent member Tribes/Villages. (658D(b)(1)(A), 658E(c)(3)(C), 98.11, 98.16(c)(1))

- Yes, the Tribal Lead Agency will directly administer and operate **all** aspects of the CCDF program. (skip to Section 8.4)
- No, the Tribal Lead Agency **will not** directly administer and implement all aspects of the CCDF program.
- a) List the names of those entities that will administer/operate aspects of the CCDF program and describe which aspects of the CCDF program they will administer/operate: \_\_\_\_\_
  - b) Describe how the Tribal Lead Agency will maintain overall control of the CCDF-funded program components administered and operated by the entities listed above: \_\_\_\_\_

### 8.4 Estimated FY 2017 CCDF Funding Allocation

8.4.1 What is your expected level of funding for the first year of the FY 2017 – FY 2019 Plan period?



**Guidance:** This is a preliminary ESTIMATE for information and planning purposes; actual CCDF allocations may be larger or smaller once the final grant awards are issued. Current CCDF Tribal grantees should use their **total** FY 2016 allocation (mandatory and discretionary) as their estimate for FY 2017 (10/1/2016 thru 9/30/2017). Do not include any unobligated and/or unliquidated CCDF balances from previous years.

The Tribal Lead Agency estimates that the following amount will be available for child care services and related activities during the 1-year period from October 1, 2016 through September 30, 2017. (98.13(a))

\$ 89,760.00 Estimated federal Child Care and Development Fund (CCDF) FY 2017 allocation

8.4.2 In FY 2017, does the Tribal Lead Agency expect to supplement the CCDF grant with dollars from other sources to help run the child care program?

No.

Yes, we expect to supplement the CCDF grant with the following: (check all that apply)

Tribal funds

Grant/foundation funds

Private donations

State funds

Other federal funds

Other. Describe: \_\_\_\_\_

### 8.5 Consultation in the Development of the Tribal CCDF Plan

In the development of the Tribal CCDF Plan, the Tribal Lead Agency is required to consult with representatives of general purpose local/Tribal government. (658D(b)(2), 98.14(b)) Tribal Lead Agencies are also required to conduct a public hearing to provide the public an opportunity to comment on the provision of the child care services under the CCDF Plan.

**Note:** For the purposes of developing this Plan, consultation involves meeting with, or obtaining input from, appropriate representatives of the Tribal community.

8.5.1 Check the boxes to describe how the Tribal Lead Agency consulted with representatives of local/Tribal government on the development of the Plan:

Regular meetings: Tribal Council Meetings

Conference Calls: \_\_\_\_\_

Emails: on-going communications

Working committees: Yav Pa Anav Committee, Education Committee

Other: Describe: \_\_\_\_\_

8.5.2 Describe the Tribal Lead Agency's public hearing process:

**Guidance:** The Tribal Lead Agency must conduct at least one public hearing prior to the submission of the





Tribal CCDF Plan, but no earlier than January 1, 2016. Lead Agency must provide a notice of the hearing throughout the Tribal Lead Agency's service area. This notice must be provided no later than 20 days prior to the date of the hearing. Tribal Lead Agencies must make the contents of the Plan available to the public in advance of the hearing. (98.14(a)(c)(3))

- a) Date(s) of public hearing notice(s) (*at least 20 calendar days prior to the public hearing*): June 3<sup>rd</sup> Notice
- b) Date(s) of public hearing(s) (*no earlier than January 1, 2016*): June 23, 2016
- c) Location(s) of the public hearing(s): Orleans CA
- d) How was the public notified of the public hearing? Check all that apply.
- Tribal/Parent newsletter
  - Tribal/local media
  - Internet. List website address(es) \_\_\_\_\_
  - Social media (such as Facebook, Twitter, etc.)
  - Posting on community bulletin board, etc.
  - Other: \_\_\_\_\_
- e) How the content of the Plan was made available throughout the service area prior to the public hearing? Check all that apply.
- Tribal offices (including CCDF offices)
  - Internet (provide website(s)): \_\_\_\_\_
  - Email
  - Other: \_\_\_\_\_
- f) Describe how the input from the public hearing(s) was taken into consideration in the development of the final Plan: Communication received was used as guidance in the development of the plan.

## 8.6 Consultation in the Development of the State CCDF Plan

The CCDBG Act of 2014 requires States, at the option of the Tribe or Tribal organization to collaborate and coordinate with Tribes and Tribal organizations in the development of the **State CCDF Plan** in a timely manner. (658D (b)(1)(E))

### 8.6.1 Did the Tribe provide input into the development of the State's CCDF Plan?

- No. Describe: \_\_\_\_\_
- Yes. Describe: Through the ongoing quarterly communication forum with the Tribal Child Care Association of California and the California Department of Education



## Coordination of Services

As part of its CCDF Plan development process, the Tribal Lead Agency is required to coordinate services with other Tribal, Federal, State, and/or local child care and early childhood development programs and with agencies responsible for public health, employment services/workforce development, public education, and Temporary Assistance for Needy Families. (658D(b)(2), 98.14(a)), 98.16(d)

8.6.2 Describe the results of the Tribal Lead Agency's coordination of the delivery of CCDF services with the following agencies or entities:

- a) Other Tribal, Federal, State and local child care and early childhood development programs, including, to the extent possible, Head Start/Early Head Start; Early Head Start – Child Care Partnerships; Maternal, Infant, and Early Childhood Home Visiting; State CCDF; Child and Adult Care Food Program (CACFP); Summer Food Service Program; and programs serving infants and toddlers, preschool-age children, children with disabilities, homeless children, and children in foster care

Describe: There are many forums for coordination opportunities and the child care program participates to the greatest extent possible. The Tribe's Yav Pa Anav forum is a monthly coordination/planning multi-disciplinary team meeting with many departments of the Tribe and partnering agencies. Participants include, TANF, Native Employment Works program (N.E.W.), Head Start, Karuk Tribe Housing Authority, Karuk Education department, Karuk Behavioral Health, Naa Vura Yee Shiip (program for At-Risk kids), Karuk Social Services, Karuk Judicial program, Karuk Student Services program, Karuk Domestic Violence program, Low Income Assistance Program (LIAP) General Assistance program, TERO (Tribal Employment Rights Office) and others (guests from partnering agencies). The Karuk Child Care program is also involved in County, (Local Planning Council LPC) State, (Tribal Child Care Association of California) and National (National Indian Child Care Association) forums for coordination opportunities and information gathering. Results of coordination include interdepartmental referrals for services and resources, more communication between programs, ideas for strategy implementation, higher quality of services provided.

- b) Employment services/workforce development

Describe: The Child Care program is administered through the Tribal Employment Rights office which provides employment services for the Tribe and is a perfect fit for coordination of the child care program. Child Care needs are a part of the discussion when planning and providing employment services and workforce development activities.

- c) Public health (including the agency responsible for immunizations and dental care)

Describe: Our Tribal clinics are the main public health providers for Karuk and other native peoples in the service area. Parents are referred to these clinics for immunizations for their children, Child Care Providers are also directed to the tribal clinics for an annual TB test and paid for by the child care program. This coordination satisfies the immunization requirements for families within the program.

- d) Public education

Describe: Coordination with Public education is ongoing.



e) Temporary Assistance for Needy Families (TANF)

Describe: The Tribe's TANF program serves their own program participants. Results of CCDF coordination include shared forms, payment rates, and home visiting efforts. Coordination efforts will continue to expand.

f) Public-private partnership

Describe: N/A

g) Other.

Describe: N/A

## 8.7 Indian Child and Indian Reservation/Service Area

Programs and activities are to be carried out for the benefit of Indian children living **on or near** the Indian reservation or, for those Tribes that do not have reservations, the Tribe's existing service area. If a Tribal Lead Agency establishes a different service area for CCDF purposes, it must be within a reasonably close geographic proximity to the borders of the Tribe's reservation or existing service area. (6580(c)(2)(B), 98.80(e), 98.81(b)(2)(ii),

### 8.7.1 The Tribal Lead Agency defines an "Indian child" as:

Any child enrolled in a federally recognized Tribe or eligible for enrollment in a federally recognized Tribe or a lineal descendant of the California Judgment roles. A descendant child of an enrolled tribal member, a child involved in a Indian Child Welfare (ICW) case or a foster child under the care of a Native American family.

**Guidance:** While Tribes have some flexibility in defining "Indian Child," the definition must be limited to children from federally-recognized Indian Tribes, consistent with the Child Care and Development Block Grant Act's definition of Indian Tribe. This could include children who are tribal members, whose membership is pending, who are eligible for membership, and/or who are children/descendants of members. This could also include adopted children, foster children, and step-children, etc.

### 8.7.2 Define the Tribal Lead Agency's CCDF Service Area:

All of Siskiyou County (excluding the Quartz Valley Indian Reservation) and northeastern Humboldt County.

**Guidance:** There is an expectation that the Tribal Lead Agency will be able to provide services to families throughout the service area. ACF will not approve an entire state as a Tribe's service area. Tribes can limit services within the reservation boundaries or can go beyond the reservation boundaries. For example: "permanent residence is within the reservation boundaries, however the participant is temporarily attending school outside of the reservation area," or "resides within 20 miles of the reservation boundaries," etc.

## 8.8 Child Count

For the purposes of determining a Tribe/Tribal Organization's annual CCDF funding level, the Tribal Lead Agency must conduct and submit a child count that indicates the number of Indian children under age 13 (as defined in 8.7.1) who reside on or near the reservation or service area (as defined in 8.7.2). **The Tribal Lead Agency may not count any children who are included in the child count of**



**another CCDF Tribal Lead Agency.** The Tribal Lead Agency is required to confer with all other CCDF Tribal Lead Agencies that have overlapping or neighboring service areas. (98.81(a)(4), 98.81 (b)(4))

8.8.1 Is the CCDF service area (as defined in 8.7.2) adjacent to, or overlapping with, the CCDF service area(s) of any other Tribal Lead Agencies?

No.

Yes. Identify those other Tribal Lead Agencies and describe the Tribal Lead Agency’s process for ensuring unduplicated child counts: Quartz Valley - we meet, compare data, discuss, and come to an agreement on the count

8.8.2 Complete and attach the “Child Count Declaration” at Appendix #1.

**Guidance:** A tribal consortium must submit:

1. An individual Child Count Declaration for each participating Tribe signed by an individual authorized to act for the Tribe; and
2. A summary listing:
  - o The name of each participating Tribe;
  - o Each participating Tribe’s individual child count; and
  - o The total child count for the entire consortium.

**8.9 Activities to Ensure the Health and Safety of Children in Child Care**

This section is intended to collect information on how Tribal Lead Agencies meet the statutory and regulatory provisions related to health and safety and how these requirements are effectively enforced. In the following pages, provide the appropriate responses for each category of care offered addressing the CCDF health and safety requirements.

The CCDF health and safety requirements at 98.41 require Lead Agencies to have health and safety requirements in the following areas:

- Prevention and Control of Infectious Disease (including immunizations)
- Building and Physical Premises Safety; and
- Health and Safety training.

<b>Provider Categories</b>	<b>Tribal Standards</b>	<b>State Standards</b>	<b>Head Start/ Early Head Start Standards</b>	<b>Other Standards/ Combination of Standards</b>
<input checked="" type="checkbox"/> Center-Based Child Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Describe: _____
<input type="checkbox"/> Tribal CCDF-Operated Center(s) (if different)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Describe: <u>N/A</u>
<input checked="" type="checkbox"/> Family Home Child Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Describe: _____
<input type="checkbox"/> Group Home Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Describe: <u>N/A</u>



<b>Table 8.10 Health and Safety Standards Used by the Tribal Lead Agency</b>				
<b>Provider Categories</b>	<b>Tribal Standards</b>	<b>State Standards</b>	<b>Head Start/ Early Head Start Standards</b>	<b>Other Standards/ Combination of Standards</b>
<input checked="" type="checkbox"/> In-Home Child Care	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Describe: <u>Self certification through health and safety checklists.</u>
<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Describe: _____
Provide a website to your Tribal Child Care Standards: <u>N/A</u>				

8.9.1 For all categories of care (i.e., center, group home, family, in-home and other) offered by the Tribe, describe the Tribe’s health and safety requirements in the following areas:

a) Prevention and control of infectious disease (including immunizations):

Center: see: <http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/ccp.pdf>

Tribal CCDF-Operated Center: N/A

Family Home: see: <http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/fccman.pdf>

Group Home: N/A

In-Home: see: <http://www.dss.cahwnet.gov/ord/PG295.htm>

Other: N/A

b) Building and physical premises safety:

Center: see: <http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/ccp.pdf>

Tribal CCDF-Operated Center: N/A

Family Home: see: <http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/fccman.pdf>

Group Home: N/A

In-Home: see: <http://www.dss.cahwnet.gov/ord/PG295.htm>

Other: N/A

c) Health and safety training (including whether trainings are required during a preservice/ orientation period or on an ongoing basis; which training topics are required; and the minimum number of training hours required):

Center: see: <http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/ccp.pdf>

Tribal CCDF-Operated Center: N/A

Family Home: see: <http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/fccman.pdf>

Group Home: N/A

In-Home: see: <http://www.dss.cahwnet.gov/ord/PG295.htm>

Other: N/A

8.9.2 Does the Tribal Lead Agency exempt relative providers from the health and safety requirements described in 8.10.1? (658)(4)(B), 98.41(e)).

**Guidance:** A Tribal Lead Agency has the option to exempt the following relatives from some or all of its



health and safety requirements: grandparents, great-grandparents, siblings (if living in a separate residence), aunts, and uncles.

Not applicable.

Yes, all relative providers are exempt from all health and safety requirements

Some or all relative providers are subject to different health and safety requirements from those described in Section 8.10.1 and the following describes those different requirements and which relatives they apply to: \_\_\_\_\_

No, all relative providers are subject to the same requirements as described in Section 8.10.1 as appropriate; there are no exemptions for relatives or different requirements for them.

8.9.3 What methods does the Tribal Lead Agency use to monitor and enforce CCDF health and safety requirements?

**Guidance:** The Tribal Lead Agency is required to certify that procedures are in effect to ensure that child care providers caring for children receiving CCDF services comply with the applicable health and safety requirements. (658E(c)(2)(E), 658E(c)(2)(G), 98.40(a)(2), 98.41(d))

Describe: Phone calls, home visits either announced or unannounced.

8.9.4 Describe how the Tribal Lead Agency meets the requirement to maintain a record of substantiated parental complaints. To date since 1997, no substantiated parental complaints have been recorded. If the program received a complaint, it would be investigated and remedies would be initiated if needed. The disposition of the substantiated parental complaint would then be placed in a binder at the front reception which allows for access upon request during normal business hours.

## 8.10 Criminal Background Checks (658H)

8.10.1 Does the Tribal Lead Agency require criminal background checks for child care staff members and child care providers?

No.

Yes.

Describe: State licensed providers have a background check on file with Community Care Licensing Division of the CDE. The Karuk Child Care program obtains a copy of the license. In home providers receive a background check when requested by parents.

## 8.11 Supporting Continuous Quality Improvements

Tribal CCDF funds can be used for activities designed to improve the quality of child care services, provide comprehensive consumer education, and increase parental options for, and access to, high-quality child care. Tribal Lead Agencies are asked to describe their goals and activities for child care quality improvement. All Tribes, regardless of allocation size, are encouraged to take an intentional approach to quality improvement – assessing the current quality of care available and the training and technical assistance needs of providers; investing their quality funds and efforts in accordance with



the needs; and reviewing the success of their activities to improve quality and making adjustments as necessary. The Tribal Lead Agency should consider its child care quality improvement goals for all Tribal children in child care, not just those receiving assistance under CCDF. (658G, 658E(c)(3)(B), 98.16(h), 98.51, 98.83(f))

**Guidance:** In completing this section, the Tribal Lead Agency should describe activities funded with Tribal CCDF dollars, as well as those funded through other sources. Currently, Tribal Lead Agencies completing the abbreviated Preprint are strongly encouraged, but not required, to expend CCDF funds on quality activities. If no quality activities are planned, an answer of “N/A” is appropriate.

8.11.1 What are the Tribal Lead Agency’s child care quality improvement goals?

Describe: Increase participation of the program and increase the quality of care that children receive through increased knowledge of child care providers.

8.11.2 How did the Tribal Lead Agency identify these goals? For example, did the Tribal Lead Agency conduct provider surveys or assessments that identified the need for quality improvements? The goals are identified through the ongoing daily operations of the program.

8.11.3 List the activities the Tribal Lead Agency intends to implement during this Plan period in an effort to meet the overall child care quality improvement goals described in 8.12.1, as well as any other planned quality improvement activities.

a) Quality Training and Professional Development Activities

Provide training on the following topics:

- |   |   |
|---|---|
| <input type="checkbox"/> Prevention and control of infectious diseases (including immunizations)  | <input type="checkbox"/> Prevention of sudden infant death syndrome and use of safe sleeping practices  |
| <input type="checkbox"/> Administration of medication, consistent with standards for parental consent   | <input type="checkbox"/> Prevention of and response to emergencies due to food and allergic reactions   |
| <input type="checkbox"/> Prevention of shaken baby syndrome and abusive head trauma   | <input type="checkbox"/> Handling and storage of hazardous materials and the appropriate disposal of bio contaminants   |
| <input type="checkbox"/> Emergency preparedness and response planning for emergencies resulting from a natural disaster or a human-caused event (such as violence at a child care facility) | <input type="checkbox"/> Building and physical premises safety, including identification of and protection from hazards that can cause bodily injury such as electrical hazards, bodies of water, and vehicular traffic |
| <input type="checkbox"/> Precautions in transporting children ( <i>if applicable</i> )  | <input type="checkbox"/> First aid and cardiopulmonary resuscitation (CPR) certification  |
| <input type="checkbox"/> Family engagement  | <input type="checkbox"/> Access to physical activity  |
| <input type="checkbox"/> Nutrition  | <input type="checkbox"/> Promotion of child development   |
| <input type="checkbox"/> Language and literacy  | <input type="checkbox"/> Caring for children with special health or developmental needs   |



Plan for: **KARUK TRIBE**

**CHILD CARE & DEVELOPMENT FUND - Plan Period: 10/1/2016 – 9/30/2019**

- Fiscal management  Administration and program management  
 Curriculum development and instruction  Child care as a business  
 Other topic(s): **The above trainings or others depending on the needs of the program, providers and families.**

**Supports for Career Development Pathways:**

- Credit towards required training hours  
 Certificate  
 Credential  
 Degree  
 Other: Describe: Assist providers financially (when funds exist) for educational support for career development.

Optional: Describe any of the activities checked above: \_\_\_\_\_

b) **Assisting Providers in Meeting Licensing and Health and Safety Standards**

- Provide health and safety materials/equipment  
 Grants/mini-grants for health and safety equipment/materials  
 Classroom materials and resources  
 Financial assistance in meeting licensing requirements  
 Other: Describe: **Any other requirement a provider may need for licensure.**

Optional: Describe any of the activities checked above: \_\_\_\_\_

c) **Consumer Education for Parents and Providers**

- Written materials, including newsletters, brochures, checklists, etc., on child care topics  
 Local/tribal media  
 Social media, such as Facebook, Twitter, Instagram  
 Counseling from Resource and Referral Agencies, including information about other early childhood and social/human services programs for which families and providers may also qualify  
 Internet, including electronic media, publications, and webcasts on child care topics  
 Postings on community bulletin boards  
 Other: Describe: **Gatherings, events or activities (providing food when appropriate) to assist facilitation of the desired outcome of a particular training objective that may arise.**

Optional: Describe any of the activities checked above: \_\_\_\_\_

d) **Culturally Relevant Activities**

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CCDF Plan Effective Date: **October 1, 2016**

Amended Effective Date: **[Insert Date as Amended]**





Plan for: **KARUK TRIBE**

**CHILD CARE & DEVELOPMENT FUND - Plan Period: 10/1/2016 – 9/30/2019**

- Incorporating tribal language into child care settings
- Modifying curriculum to reflect tribal culture
- Serving traditional Native foods in child care programs
- Culturally-based training opportunities for parents and providers
- Providing information and training to non-Native providers about working with Native children and families.
- Other: Describe: **Gatherings, events or activities (providing food when appropriate) to assist the facilitation of the desired outcome for a particular culturally relevant activity.**

Optional: Describe any of the activities checked above: \_\_\_\_\_

Describe any other quality activities, besides the activities checked above, that the Tribal Lead Agency intends to implement during this Plan period: **Summer activities, Math and Science camp, home visiting kits, upgrade computers and office equipment, \_\_\_\_\_**

8.11.4 Does your Tribe have a system for assessing and improving quality, such as a quality rating and improvement system (QRIS)? (658G(b)(3))

**Guidance:** A QRIS is a systemic approach to assess, improve, and communicate the level of quality in early and school-age care and education programs. Similar to rating systems for restaurants and hotels, QRIS award quality ratings to early and school-age care and education programs that meet a set of defined program standards. By participating in their State's QRIS, early and school-age care providers embark on a path of continuous quality improvement. Even providers that have met the standards of the lowest QRIS levels have achieved a level of quality that is beyond the minimum requirements to operate.

- No.
- No, but the Tribal CCDF program has providers that participate in the State system of assessing and improving quality, such as QRIS. Describe: \_\_\_\_\_
- Yes, the Tribe has a system of assessing and improving quality, such as QRIS, operating throughout the service area. Describe: \_\_\_\_\_



**Section 2 - Child Care Services Offered**

**8.12 Direct Child Care Services**

8.12.1 Does the Tribal Lead Agency provide direct child care services?

**Guidance:** Direct CCDF child care services means the care of CCDF-eligible children by CCDF-eligible child care providers. Direct child care services may be provided through a subsidy program (in which the grantee offers certificates that allow parents may choose from different categories of care), through a Tribal CCDF-Operated Center, or through grants or contracts for child care slots (i.e., agreements between the grantee and provider to provide child care services).

No. If No, **stop here.**

Yes. If Yes, complete the rest of the abbreviated Preprint below.

8.12.2 Does the Tribal Lead Agency operate a subsidy program offering certificates that allow parents to choose from a variety of categories of care? (658A(b)(1), 658E(c)(3)(A)&(B), 658P(5)&(6), 98.16(g)(1), 98.30, 98.50)

No (skip to 8.13.3).

Yes, parents can choose from the following categories of care (check all that apply and complete questions a-c below):

- Center-based child care
- Family child care home
- Group child care home
- In-home child care

a) Describe the child care certificate process: Once determined eligible, parents are given a "timesheet" to give to the provider of their choice. The provider fills out the timesheet on a monthly basis and is paid for the time they have children in their care. Parents authorize the payment process by signing the timesheet before it is turned in to the child care program for processing.

**Guidance:** Describe, for example, how the parent is issued the certificate and how he/she uses the certificate to access care.

b) If the Tribal Lead Agency allows for in-home care (i.e., **care provided in the child's own home**), does the Lead Agency limit the use of in-home care in any way?

Not applicable.

No.

Yes. What limits does the Tribal Lead Agency set? Check all that apply.

Restricted based on minimum number of children in the care of the provider (to meet minimum wage law or Fair Labor Standards Act). Describe: There must be enough siblings in the home for the hourly payment rate to meet or exceed minimum wage laws.



- Restricted based on provider meeting a minimum age requirement. Describe: **Karuk Tribe child care providers must be at least 16 years of age.**
- Restricted based on hours of care (a certain number of hours, non-traditional work hours, etc.). Describe: **non-traditional work hours are taken into consideration.**
- Restricted to care by relatives. Describe: **Non-relatives are not allowed to provide care in the child's home.**
- Restricted to care for children with special needs or medical conditions. Describe: **The child care program will accommodate the care requirements of children with special needs or medical conditions.**
- Other. Describe: **in-home providers payments are capped at \$500 per month.**

8.12.3 Does the Tribe operate one or more child care centers using CCDF funds for operational costs?

**Guidance:** Tribal Lead Agencies that use CCDF funds to directly support the operational costs of a child care center are said to have a "Tribal CCDF-Operated Center." The Tribe or its designee (not necessarily the Tribal Lead Agency itself) oversees operations of the child care center: paying facility costs (e.g., rent and utilities), hiring and managing staff, purchasing equipment and supplies, and screening families for eligibility.

- No.
- Yes. For each Tribal CCDF-Operated Center, provide the center's name and physical address (including city & state): \_\_\_\_\_

8.12.4 Does the Tribal Lead Agency provide child care services through grants or contracts for child care slots? (658A(b)(1))

**Note:** Do not check "yes" if every provider is simply required to sign an agreement in order to be paid in the certificate program.

- No
- Yes. Describe: \_\_\_\_\_

8.12.5 Are all of the direct child care services described in 8.13.2-8.13.4 available throughout the entire service area? (658E(a), 98.16(g)(3))

- Yes.
- No. Describe where direct child care services are available within the service area: \_\_\_\_\_

### 8.13 Eligible Children and Families

At the point in time when eligibility is determined, children must: (1) be under the age of 13; (2) meet the Tribal Lead Agency's definition of "Indian Child"; (3) reside within the Tribal Lead Agency's defined "service area"; (4) reside with a family whose income does not exceed 85 percent of the Grantee



Median Income (GMI) for a family of the same size; and (5)(a) reside with a parent or parents who are working or attending a job training or educational program; or (b) receive, or need to receive, protective services and reside with a parent or parents not described in (5)(a) above. (658P(4))

8.13.1 Eligibility Criteria Related to the Child

a) The Tribal CCDF program serves children from 0 (weeks/months/years) to 12 years (weeks/months/years) (**Note: Maximum age is through age 12**).

b) Does the Tribal Lead Agency allow CCDF-funded child care for children age 13 and above but below age 19 years who are physically and/or mentally incapable of self-care? (658E(c)(3)(B)), 658P(3))

Yes, and the upper age is 18 years (maximum age is through age 18).

Define "physical or mental incapacity": **As defined by Karuk Tribal Health, Karuk Tribal Social Services, Karuk ICW Program or Karuk Child Care Program. Any individual that requires assistance for basic self-care.**

No.

c) Does the Tribal Lead Agency allow CCDF-funded child care for children age 13 and above but below age 19 years who are under court supervision? (658P(3), 658E(c)(3)(B))

Yes, and the upper age is 18 years (maximum age is through age 18).

No.

8.13.2 How does the Tribal Lead Agency define the following terms for CCDF eligibility purposes?

a) "residing with": **Children must reside at least 60% of the time**

b) "*in loco parentis*" (refers to an individual who assumes parental status and responsibilities for another child, such as a foster parent or other guardian): **Any individual demonstrating documentation of custody or guardianship.**

8.13.3 Eligibility Criteria Based on Reason for Care

a) In order to be eligible to receive CCDF services, children must reside with a parent(s) who are working, attending a job training program, or attending an educational program. Check all parent participation options below that the Tribal Lead Agency allows; for each option checked, provide a brief definition of the term as used for CCDF eligibility purposes.

**Guidance:** Tribal Lead Agencies have broad flexibility in defining "working," "attending a job training program," and "attending an educational program." The definitions provided below should include any allowable activities, including travel time and study time. For example, a definition of "working" could include working for a salary or wages, self-employment, subsistence activities, job search, and/or volunteering, as well as the travel time to and from the activity. Definitions should also address any limitations, such as minimum hours required or maximum hours allowed.

Eligibility based on working



Define “working”: **Full Time: working greater than 30 hours per week.**

**Part Time: working less than 30 hours per week.**

Eligibility based on attending a job training program

Define “attending job training program”: **Any training or educational program or activity (including cultural training) that contributes to the self-sufficiency of the child’s family or enhances job skills or job performance to increase family income. Attendance verification is required as is necessary.**

Eligibility based on attending an educational program

Define “attending educational program”: **Any training or educational program or activity (including cultural training) that contributes to the self-sufficiency of the child’s family or enhances job skills or job performance to increase family income. Attendance verification is required as is necessary.**

b) Does the Tribal Lead Agency provide child care to children who receive, or need to receive, protective services?

**Guidance:** Tribal Lead Agencies have the flexibility to define protective services beyond formal child welfare or foster care cases, including but not limited to, homeless children. These are families who are facing particular risks, in which child care can be a protective factor for the child. If the Tribal Lead Agency provides CCDF-funded child care to children in foster care whose foster care parents are not working, or who are not in education/training activities, for CCDF purposes, these children are considered to be in protective services and must be included in this definition.

No (skip to 8.14.4).

Yes. Complete 1-4 below.

1) Define “protective services” for the purposes of eligibility: **Services offered an eligible child that protects the development and best interest of the child in extreme situations as determined by the Karuk Child Care Program, Karuk ICW Program and/or the Karuk Social Services Program including respite care, children in foster care, under court supervision or a child involved in an ICW case.**

2) Does the Tribal Lead Agency waive the co-payment and income eligibility requirements on a case-by-case basis for cases in which children receive, or need to receive, protective services? (658E(c)(5))

Yes.

No.

3) Does the Tribal Lead Agency provide CCDF-funded child care to children in foster care whose foster care parent(s) are not working, or who is not in education/training activities? (98.20(a)(3)(ii), 98.16(f)(7))

Yes, and foster care is included under the Tribal Lead Agency’s definition of protective services in 8.12.3(b)(1) above. (This means that, for CCDF purposes,



the Tribal Lead Agency considers these children to be served under the protective services eligibility category.)

No.

- 4) Does the Tribal Lead Agency provide respite child care for children in protective services? (98.16(f)(7))

**Guidance:** CCDF allows for “respite care” only for brief, occasional periods in excess of the normal “less than 24 hr. period” allowed for CCDF child care. Respite care is available for parents in protective services cases (including foster parents, if the Tribal Lead Agency checks “yes” under 8.12.3(b)(3) above) who need relief from caretaking responsibilities. For example, CCDF could pay a provider to care for a protective services child for one weekend a month. This definition of “respite child care” may differ from how Tribes define it for other purposes (e.g., child welfare). Since respite care is provided to give parents time off from parenting, rather than care to allow the parent to participate in work or in education or training, CCDF cannot be used for respite care for children with disabilities unless the child also needs or is receiving protective services.

Yes, and respite care is included under the Tribal Lead Agency’s definition of protective services in 8.12.3(b)(1) above.

No.

#### 8.13.4 Eligibility Criteria Based on Family Income

- a) How does the Tribal Lead Agency define “income” for the purposes of eligibility?

**Guidance:** Tribal Lead Agencies have flexibility in defining “income.” This flexibility allows for the exclusion or deduction of certain types of income, as defined by the Tribe, from calculations of total family incomes for purposes of eligibility determination.

Define “income”: **Money received or money earned for performing work or services. Net monthly income is used for determining eligibility.**

- b) Tribal Lead Agencies must establish CCDF family income eligibility limits. Those limits cannot exceed 85% of the Grantee Median Income (GMI). A Tribal Lead Agency has the flexibility to use either State Median Income or Tribal Median Income as its GMI. Check the appropriate box below to indicate which option the Tribal Lead Agency has selected:

State Median Income (SMI) for a family of the same size.

Source: <https://www.gpo.gov/fdsys/pkg/FR-2015-06-10/pdf/2015-14187.pdf>

Year: FY2016

Tribal Median Income (TMI) for a family of the same size residing in the area served by the Tribal Lead Agency.

Source: \_\_\_\_\_ Year: \_\_\_\_\_

- c) Complete the CCDF income eligibility table.



Plan for: **KARUK TRIBE**

CHILD CARE & DEVELOPMENT FUND - Plan Period: 10/1/2016 – 9/30/2019

- i. **Columns (a) and (b):** Column (a) lists the current GMI for each family size. Column (b) lists 85% of the current GMI for each family size (by law, this is the maximum allowable income for CCDF eligibility). ***All Tribal Lead Agencies must complete columns (a) and (b).***
  
- ii. **Columns (c) and (d):** Tribal Lead Agencies have the option of setting income eligibility limits below 85% of the current GMI. Has the Tribal Lead Agency chosen to set income eligibility limits below 85% of the current GMI?
  - No (do not complete columns (c)-(d); skip to 8.14.5).
  - Yes. Complete columns (c) and (d) to show the Tribal Lead Agency's maximum income eligibility level for each family size at the time a family applies for CCDF services.

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CCDF Plan Effective Date: **October 1, 2016**

Amended Effective Date: [Insert Date as Amended] \_\_\_\_\_



**Table 8.14.4(c): Tribal CCDF Income Eligibility Levels**

	(a)	(b)	(c)	(d)
Family Size	100% of Grantee Median Income (GMI)	85% of GMI	(IF APPLICABLE)  Maximum Income Level, if lower than 85% Current GMI	
	\$/month	\$/month [Multiply (a) by 0.85]	\$/month	% of GMI [Divide (c) by (a), multiply by 100]
1*	<u>3,342.00</u>	<u>2,839.00</u>	_____	_____
2	<u>4,370.00</u>	<u>3,713.00</u>	_____	_____
3	<u>5,398.00</u>	<u>4,587.00</u>	_____	_____
4	<u>6,427.00</u>	<u>5,462.00</u>	_____	_____
5	<u>7,454.00</u>	<u>6,335.00</u>	_____	_____
6	<u>8,482.00</u>	<u>7,209.00</u>	_____	_____
7	<u>8,674.00</u>	<u>7,372.00</u>	_____	_____
8	<u>8,867.00</u>	<u>7,536.00</u>	_____	_____

**\*Note:** On a case-by-case basis, Tribal Lead Agencies may consider a child in foster care to be a “family of one” for purposes of determining CCDF income eligibility.

8.13.5 Does the Tribal Lead Agency establish additional eligibility criteria? (658E(a), 98.16(g)(5), 98.20(b))

**Guidance:** The Tribal Lead Agency has flexibility in establishing additional eligibility criteria. Additional criteria could include, for example, application to the State CCDF program first; higher income limits in one part of the tribal service area; or an asset/resource limit.

No.

Yes. Describe: \_\_\_\_\_

If additional eligibility criteria include different income eligibility limits, please attach additional income eligibility tables and indicate attachment number(s): \_\_\_\_\_

**8.14 Processes with Parents**

8.14.1 Tribal Lead Agencies are required to inform parents who receive Temporary Assistance for Needy Families (TANF) benefits about the exception to the individual penalties associated with the work requirement for any single custodial parent who has a demonstrated inability to obtain needed child care for a child under 6 years of age (98.16(p) and 98.33(b)).

**Guidance:** The TANF agency, not the Tribal CCDF Lead Agency, is responsible for establishing the following criteria or definitions. These criteria or definitions are offered in this Plan as a matter of public record. This question is for informational purposes.

a) Identify the TANF agency that established these criteria or definitions:

State TANF Agency: \_\_\_\_\_





Plan for: **KARUK TRIBE**

CHILD CARE & DEVELOPMENT FUND - Plan Period: 10/1/2016 – 9/30/2019

Tribal TANF Agency: **Karuk Tribe TANF Program.**

- b) In the spaces below, provide the criteria or definitions used by the TANF agency to determine whether the parent has a demonstrated inability to obtain needed child care:
- i. "appropriate child care": **To ensure the maintenance of minimum standards for the care and protection of children away from their homes and to encourage and assist the relative child care home to meet maximum standards.**
  - ii. "reasonable distance": **Travel from the individual's home or worksite (within 30 minute driving distance.**
  - iii. "unsuitability of informal child care": **unsuitable of informal childcare by a relative who's home demonstrates unsafe conditions/health and safety reasons.**
  - iv. "affordable child care arrangements": **To ensure that the cost of childcare does not cause a financial hardship on a family to where the family cannot maintain or move towards self-sufficiency.**
- c) How are parents who receive TANF benefits informed about the exception to individual penalties associated with the TANF work requirements? Briefly describe the process:  
**Parents are informed at intake of the exception to the individual penalties.**

8.14.2 Describe how the Tribal Lead Agency ensures that parents have unlimited access to their children whenever their children are in the care of a provider.

**Providers sign a sworn statement that parents will have unlimited access to their children.**

### 8.15 Improving Access for Vulnerable Children and Families

At a minimum, CCDF requires Tribal Lead Agencies to give priority for child care assistance to "children with special needs." Tribal Lead Agencies may also establish additional priority categories. (658E(c)(3)(B))

8.15.1 Describe how the Tribal Lead Agency will prioritize or target child care services for children with special needs. (658E(c)(3)(B))

**Guidance:** Tribal Lead Agencies have flexibility in how they define "children with special needs." Tribal Lead Agencies are not limited in defining "children with special needs" to only those children with physical or mental disabilities. For example, Tribal Lead Agencies could consider children in the child welfare system, children of teen parents, or homeless children in their definition of "children with special needs."

- a) Define "children with special needs": **Any child requiring focused love, attention and/or assistance for basic care due to learning, physical or emotional disabilities or environmental needs such as homelessness. At-risk children involved in intervention programs.**

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CCDF Plan Effective Date: **October 1, 2016**

Amended Effective Date: **[Insert Date as Amended]**



- b) Describe how the Tribal Lead Agency will give priority for child care services to children with special needs (658E(c)(3)(B), 98.44(b): Priority is given to special needs children without a waiting period. The application process is expedited.

8.15.2 Does the Tribal Lead Agency have additional priority rules or categories? (658E(c)(3)(B), 98.16(g)(5), 98.20(b))

No.

Yes. Define the additional priority rules/categories and describe how priority is given:

Definition(s): \_\_\_\_\_

Describe how priority is given: \_\_\_\_\_

### 8.16 Market Rate Survey Requirements

Tribal Lead Agencies are required to establish payment rates for child care services that ensure eligible families equal access to child care services comparable to those services provided to families not eligible to receive CCDF services. At a minimum, Tribal Lead Agencies are required to show how payment rates are adequate based on a local Market Rate Survey (MRS) conducted *no earlier than* two years (07/1/2014) prior to the date of the Plan submission.

Because Market Rate Surveys might not be feasible for some Tribal Lead Agencies, Tribal Lead Agencies have three options for fulfilling the local Market Rate Survey requirements:

- 1) Conducting a local Market Rate Survey,
- 2) Using the State’s local Market Rate Survey, or
- 3) Providing alternative documentation in lieu of a local Market Rate Survey (if applicable criteria are met).

8.16.1 Which option does the Tribal Lead Agency use in fulfilling the local Market Rate Survey requirements? Please select only ONE option. (98.16(l), 98.43)

**Option 1** – The Tribal Lead Agency conducts its own Market Rate Survey.

- a) Date the Market Rate Survey was conducted: May/20/2016
- b) How did the Tribal Lead Agency use the results of this Market Rate Survey to assist in establishing payment rates for child care services?

Describe: The results of the Market Rate Survey indicated the need to increase rates for licensed providers and establish incentives to raise quality for in-home providers.

**Option 2** – The Tribal Lead Agency uses the State’s Market Rate Survey.

a) Name of State(s): \_\_\_\_\_

b) Date the State’s Market Rate Survey was conducted: \_\_\_\_/\_\_\_\_/\_\_\_\_



- c) How did the Tribal Lead Agency use the results of this Market Rate Survey to assist in establishing payment rates for child care services?

Describe: \_\_\_\_\_

- Option 3** – The Tribal Lead Agency provides alternative documentation in lieu of a local Market Rate Survey. The Tribal Lead Agency must identify and meet one of the two criteria listed below. **Please select only one criterion.**

**Criteria 1** – Check if the Tribal Lead Agency:

- Provides CCDF direct services **solely** in a Tribal CCDF-Operated Center(s) and does not provide services through certificates, grants, or contracts; **and/or**
- Funds CCDF direct services **solely** in unregulated home-based settings such as in-home care (i.e., care in the child’s own home) or unregulated family child care homes, and does not fund any CCDF services in centers, regulated family child care homes or regulated group homes.

**Criteria 2** – Check if the Tribal Lead Agency:

- Documents that all child care providers in the service area that would potentially be included in a market rate survey: (a) serve only children receiving CCDF subsidies **and** (b) serve no private-pay children.

### 8.17 Setting Payment Rates for Child Care Services

8.17.1 Tribal Lead Agencies are required to establish payment rates for child care services that ensure eligible families equal access to child care services comparable to those services provided to families not eligible to receive CCDF services. (658E(c)(4), 98.16(l), 98.43(a), 98.43(b), 98.43 (b)(1) and 98.43(b)(2)).

**Note:** For Tribal Lead Agencies that **only** offer direct services through one or more Tribal CCDF-Operated Centers and/or grants/contracts for slots, skip to 8.18.2.

- a) The Tribal Lead Agency’s payment rates are attached as Attachment #: **A** and the effective date of those payment rates is: **October 1, 2016**.

**Guidance:** The attached payment rates should reflect the variety of care offered in your program (for example, different rates based on the child’s age, the category of care, hours of care offered). Tribal Lead Agencies are reminded that payment rates cannot be based on a family’s eligibility or circumstances. This means, for example, that the Tribal Lead Agency may not establish payment rates for TANF families that differ from the payment rates for child care for the working poor, or for families in education or training.

- b) Will the attached payment rates be used in all parts of the Tribal service area?

Yes.



No. Additional payment rates are attached as Attachment #: \_\_\_\_\_ and the effective date of those payment rates is: \_\_\_\_\_. Describe or list the geographic areas where each set of rates is used: \_\_\_\_\_

8.17.2 Does the Tribal Lead Agency provide child care services solely through a Tribal CCDF-Operated Center(s) and/or grants and contracts for child care slots?

No.

Yes. Complete the following:

- a) Attach information on actual cost of care per child, budget information, or other documentation regarding the cost of providing child care services (Attachment #: \_\_\_\_\_).
- b) How is the attached information used to determine the amount of CCDF funds used to pay for care provided in your Tribal CCDF-Operated Center(s) and/or for grant-/contract-funded slots?

Describe: \_\_\_\_\_

### 8.18 Family Contribution to Payment

8.18.1 The statute requires Tribal Lead Agencies to establish a sliding fee scale that varies based on family income and the size of the family to be used in determining each family's contribution (i.e., co-payment) to the cost of child care. In addition to income and size of the family, the Tribal Lead Agency may use other factors when determining family contributions/co-payments. A grantee may waive contributions from families whose incomes are at or below the poverty level for a family of the same size, or may apply different sliding fee scales.

a) Attach a copy of the sliding fee scale (Enter Attachment #: B)

b) Will the attached sliding fee scale be used in all parts of the service area?

Yes. Effective date: October 1, 2017

No. Attach other sliding fee scale(s) and indicate their effective date(s).

Attachment(s) #: \_\_\_\_\_ Effective date(s): \_\_\_\_\_

c) Does the Tribal Lead Agency use other factors in addition to income and family size to determine each family's co-payment? Examples of additional factors could include: multiple children in care; quality of care; or number of hours in care. (658E(c)(3)(B))

No.

Yes. Describe: \_\_\_\_\_



- 8.18.2 How will the Tribal Lead Agency ensure the family's co-payment, based on a sliding fee scale, is affordable? Examples could include limiting maximum co-payment to a specific percentage of family income or reducing co-payments for additional children in care.

Co-payments will not exceed 10% of household income.

**Note: A Tribe cannot use Federal CCDF dollars to pay the parental contribution (co-payment) on behalf of an Indian family who is receiving a CCDF subsidy from a State or Tribe.**

- 8.18.3 The Tribal Lead Agency may waive co-payments from families whose incomes are at or below the poverty level for a family of the same size (98.42(c)).

a) The poverty level used by the Tribal Lead Agency for a family of 3 is \$20,160. The source of the poverty level used by the Tribal Lead Agency is (include date of publication): **Federal Register Volume 81, Number 15/Monday, January 25, 2016.**

b) Check the option which the Tribal Lead Agency has chosen to use:

ALL families, including those with incomes at or below the poverty level for a family of the same size, ARE required to pay a co-payment.

SOME families with incomes at or below the poverty ARE NOT required to pay a co-payment. The Tribal Lead Agency waives the co-payment for families in the following circumstances: \_\_\_\_\_

NO families with incomes at or below the poverty level for a family of the same size are required to pay a co-payment.



Plan for:

CHILD CARE & DEVELOPMENT FUND - Plan Period: 10/1/2016 – 9/30/2019

## APPENDIX 1

### CHILD COUNT DECLARATION

Federal Fiscal Year: FY17

Name of Tribe/Tribal Lead Agency: Karuk Tribe

This certifies that the number of Indian children under age 13 (as defined in CCDF Plan) who reside on or near the reservation or service area (as defined in CCDF Plan) is: 511 (number).

The Tribal Lead Agency may not count any children who are included in the child count of another CCDF Tribal Lead Agency. To ensure unduplicated child counts, a Tribal Lead Agency is required to confer with all other CCDF Tribal Lead Agencies that have overlapping or neighboring service areas.

This count shows the number of Indian children under age 13 as of June 27, 2016 (date).

Russell A. Atteberg  
Official Signature of Individual Authorized to Act for the Tribe

Date: 6/27/16

Russell Atteberg  
Print Name

Chairman  
Print Title

CCDF Plan Effective Date: October 1, 2016

Amended Effective Date: [Insert Date as Amended]



## APPENDIX 2

### CCDF PROGRAM ASSURANCES AND CERTIFICATIONS

The Tribal Lead Agency is designated by the Tribe (or Tribal consortium) to represent the Tribe (or Tribal organization).

The Tribal Lead Agency agrees to follow the Federal laws and regulations that apply to the CCDF program and to follow this Plan, when approved, including the following assurances and certifications.

The Tribal Lead Agency assures that:

- (1) Upon approval, it will have in effect a program that complies with the provisions of the Plan printed herein, and is administered in accordance with the Child Care and Development Block Grant Act of 1990 as amended, Section 418 of the Social Security Act, and all other applicable Federal laws and regulations. (658D(b), 658E(a), 98.15(a)(1))
- (2) The parent(s) of each eligible child within the Tribe or Tribal service area who receives or is offered child care services for which financial assistance is provided is given the option either to enroll such child with a child care provider that has a grant or contract for the provision of the service or to receive a child care certificate. (658E(c)(2)(A)(i), 98.2, 98.30, 98.15(a)(2)) **[Exempt Tribal Lead Agencies are not required to operate certificate programs.]**
- (3) In cases in which the parent(s) elect(s) to enroll the child with a provider that has a grant or contract with the Tribal Lead Agency, the child will be enrolled with the eligible provider selected by the parent to the maximum extent practicable. (658E(c)(2)(A)(ii), 98.15(a)(3), 98.30)
- (4) The child care certificate offered to parents shall be of a value commensurate with the subsidy value of child care services provided under a grant or contract. (658E(c)(2)(A)(iii), 98.15(a)(4), 98.30) **[Exempt Tribal Lead Agencies are not required to operate certificate programs.]**
- (5) The Tribe, or Tribal consortium, will coordinate, to the maximum extent feasible, with the Tribal Lead Agency(ies) in the State(s) in which the child care programs or activities will be carried out. (98.12, 98.14(a)&(b), 98.81(b)(3)(i), 98.82)
- (6) Tribal Child Care and Development Fund (CCDF) programs and activities will be carried out for the benefit of Indian children on an Indian reservation (except for Programs located in Alaska, California, or Oklahoma). (98.81(b)(3)(ii), 98.83(b))
- (7) With respect to State and local regulatory requirements (or Tribal regulatory requirements), health and safety requirements, payment rates, and registration requirements, State or local (or Tribal) rules, procedures or other requirements promulgated for the purpose of the CCDF will not significantly restrict parental choice from among categories of care or types of providers. (658E(c)(2)(A), 98.15(a)(5), 98.15(p), 98.30(e)&(f), 98.40(b)(2), 98.41(b), 98.43(d), 98.45(d))



The Tribal Lead Agency certifies that:

- (1) It has procedures in place to ensure that providers of child care services for which assistance is provided under the Child Care and Development Fund (CCDF) afford parents unlimited access to their children and to the providers caring for their children during the normal hours of operations and whenever such children are in the care of such providers. (658E(c)(2)(B), 98.15(b)(1), 98.31)
- (2) It maintains a record of substantiated parental complaints and makes information regarding such complaints available to the public on request. (658E(c)(2)(C), 98.15(b)(2), 98.32)
- (3) It will collect and disseminate to parents of eligible children and the general public, consumer education information that will promote informed child care choices. (658E(c)(2)(D), 98.15(b)(3), 98.33)
- (4) There are licensing requirements in effect that are applicable to child care services provided within the area served by the Tribal Lead Agency pursuant to 98.40. (98.15(b)(4), 98.40)
- (5) There are—under Tribal, local, or State law—requirements in effect designed to protect the health and safety of children; these requirements are applicable to child care providers that provide services for which assistance is made available under the CCDF. (658E(c)(2)(F), 98.15(b)(5), 98.41)
- (6) Procedures are in effect to ensure that child care providers that provide services for which assistance is provided under the CCDF comply with all applicable health and safety requirements. (658E(c)(2)(G), 98.15(b)(6), 98.41)
- (7) Payment rates under the CCDF for the provision of child care services will be sufficient to ensure equal access for eligible children to comparable child care services in the Tribe or Tribal service area that are provided to children whose parents are not eligible to receive assistance under this program or under any other Federal or State child care assistance programs. (658E(c)(4)(A), 98.15(b)(7), 98.43)
- (8) By the end of each three-year funding period (expenditure period for each Federal fiscal year's grant funding), the Tribe must have expenditures that are equal to grant funds received for that fiscal year. (98.67(c))





## **APPENDIX 3**

### **LIST OF CERTIFICATIONS**

CCDF Regulations 45 CFR §98.13(b)(2)-(6) require the following certifications.

1. Assurance of compliance with Title VI of the Civil Rights Act of 1964
2. Certification regarding debarment
3. HHS certification regarding drug-free workplace requirements
4. Certification of Compliance with the Pro-Children Act of 1994

These certifications were obtained in the previous approved Plan and need not be collected again if there has been no change in the Tribal Lead Agency. If there has been a change in the Tribal Lead Agency, these certifications must be completed and submitted with the Plan. New Tribal Lead Agencies must submit all required Certifications.



## **APPENDIX 4**

### **AMENDMENTS LOG**

Child Care and Development Fund Plan  
For the period: 10/1/2016 – 9/30/2019

Tribal Lead Agencies are required to request approval from Administration for Children and Families (ACF) whenever a “substantial” change in the Tribal Lead Agency’s approved CCDF Plan occurs. Please refer to the [ACF Program Instruction regarding CCDF Plan amendments \(CCDF-ACF-PI-2009-01\)](#) for specific details and timelines specific to the Plan amendment process.

Plan amendments must be submitted to ACF within 60 days of the effective date of the change. Under the regulation, the Plan amendment must be approved no later than the 90th day following the date on which the amendment is received by ACF unless the Lead Agency and ACF mutually agree in writing to extend the period. (§98.18 (b)).

ACF encourages Tribal Lead Agencies to contact the Child Care program staff in the appropriate ACF Regional Office to discuss any proposed amendment as early as possible.

#### **Instructions:**

- (1) Tribal Lead Agency completes the first 3 columns and sends a photocopy of this log (showing the latest amendment sent to ACF) and the amended section(s) to the ACF Regional contact. A copy of the log, showing the latest amendment pending in ACF, is retained in the Tribal Lead Agency’s Plan.
- (2) ACF completes column 4 and returns a photocopy of the log to the Tribal Lead Agency.
- (3) The Tribal Lead Agency replaces this page in the Plan with the copy of the log received from ACF showing the approval date.

**Reminder: This process depends on repeated subsequent use of the same log page over the life of the Plan. At any time the log should reflect all amendments, both approved and pending in ACF. The Tribal Lead Agency is advised to retain those “old” Plan pages that are superseded by amendments in a separate appendix to its Plan.**



**APPENDIX 4**

**Table: Amendment Log**

**Tribal Lead Agency: \_\_\_\_\_**

<b>Section Amended</b>	<b>Proposed Effective Date</b>	<b>Grantee Signature and Date Submitted to ACF</b>	<b>ACF Approving Official's Signature and Date</b>
_____	_____		
_____	_____		
_____	_____		
_____	_____		
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_____	_____		
_____	_____		
_____	_____		

# Karuk Tribe Child Care Program

## Maximum Payment Rates

### 2017 ~ 2019\*

<b>Full Time Rates</b> <i>6 hours or more per day</i> <b>Flat Rates</b>	<b>Licensed Center</b>	<b>Non-Licensed Provider</b>	<b>Non-Licensed Provider Incentive Rate</b>
<b>Child up to 24 months</b>	<b>\$30.00</b>	<b>\$19.00</b>	<b>\$21.00</b>
<b>Child 2 to 13 years</b>	<b>\$27.00</b>	<b>\$15.00</b>	<b>\$17.00</b>
<b>Special Needs</b>	<b>\$30.00</b>	<b>\$19.00</b>	<b>\$21.00</b>

<b>Part Time Rates</b> <i>Less than 6 hours per day</i> <b>Hourly Rates</b>	<b>Licensed Center</b>	<b>Non-Licensed Provider</b>	<b>Non-Licensed Provider Incentive Rate</b>
<b>Child up to 24 months</b>	<b>\$4.00</b>	<b>\$2.75</b>	<b>\$3.00</b>
<b>Child 2 to 13 years</b>	<b>\$3.50</b>	<b>\$2.50</b>	<b>\$2.75</b>
<b>Special Needs</b>	<b>\$4.00</b>	<b>\$2.75</b>	<b>\$3.00</b>

\*Effective October 1, 2016

- All Care Providers must demonstrate a negative TB test result.
- In-home care is restricted to certain circumstances and must be approved. In-home care payments are capped at \$500 per month.
- This program does not pay for care services provided on Federal Holidays.
- Incentive Rates are given to Non-Licensed Providers who demonstrate documentation of Infant/Child CPR and First Aid certification.
- Any rates above and beyond what this program pays out become the responsibility of the parents of the children who received services. Co-pay amounts will be established upon determination of eligibility.

*attachment 'A'*

# Karuk Tribe - Sliding Fee Scale

FAMILY SIZE – Net Monthly Income

	1	2	3	4	5	6	7	8
<b>No Income</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>100% of FPL</b>	\$990	\$1335	\$1,680	\$2,025	\$2370	\$2,715	\$3061	\$3,408
<b>Bi-weekly Parent Fee</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>100% FPL+\$1</b>	\$991	\$1336	\$1,681	\$2026	\$2,371	\$2,716	\$3062	\$3,409
<b>125% FPL</b>	\$1238	\$1,669	\$2,100	\$2,531	\$2,963	\$3,394	\$3,826	\$4,259
<b>Bi-Weekly Parent Fee</b>	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
<b>125% FPL+\$1</b>	\$1,239	\$1,670	\$2,101	\$2,532	\$2,964	\$3,395	\$3,827	\$4,260
<b>150% FPL</b>	\$1,485	\$2003	\$2,520	\$3,038	\$3,555	\$4,073	\$4,591	\$5,111
<b>Bi-Weekly Parent Fee</b>	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20
<b>150% FPL + \$1</b>	\$1,486	\$2004	\$2,521	\$3,039	\$3,556	\$4,074	\$4,592	\$5,112
<b>175% FPL</b>	\$1,733	\$2,336	\$2,940	\$3,544	\$4,148	\$4,751	\$5,356	\$5,963
<b>Bi-Weekly Parent Fee</b>	\$30	\$30	\$30	\$30	\$30	\$30	\$30	\$30
<b>175% FPL + \$1</b>	\$1,734	\$2,337	\$2,941	\$3,545	\$4,149	\$4,752	\$5,357	\$5,964
<b>200% FPL</b>	\$1,980	\$2,670	\$3,360	\$4,050	\$4,740	\$5,430	\$6,122	\$6,815
<b>Bi-Weekly Parent Fee</b>	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40
<b>200% FPL + \$1</b>	\$1,981	\$2,671	\$3,361	\$4,051	\$4,741	\$5,431	\$6,123	\$6,816
<b>225% FPL</b>	\$2,228	\$3004	\$3,780	\$4,556	\$5,333	\$6,109	\$6,887	\$7,536
<b>Bi-Weekly Parent Fee</b>	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
<b>225% FPL + \$1</b>	\$2,207	\$2,987	\$3,767	\$4,457	\$5,327	\$6,107	\$6,887	\$7,536
<b>85% SMI</b>	\$2,839	\$3,713	\$4,587	\$5,462	\$6,335	\$7,209	\$7,372	\$7,536
<b>Bi-Weekly Parent Fee</b>	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$50.00
<b>85% SMI+\$1</b>	\$2,840	\$3,714	\$4,588	\$5,463	\$6,336	\$7,210	\$7,373	\$7,537
<b>Bi-Weekly Parent Fee</b>	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible	Ineligible

\$ = 85% SMI

\$ = Exceeds 85% SMI

Attachment 'B'

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**Karuk Community Health Clinic**

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

**Karuk Tribe**



**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  
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Happy Camp, CA 96039  
Phone: (530) 493-2201  
Fax: (530) 493-5364

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**RESOLUTION OF THE  
KARUK TRIBE**

**Resolution No: 16-R-081**  
**Date Approved: July 27, 2016**

**RESOLUTION AUTHORIZING THE SUBMISSION OF THE CHILD CARE DEVELOPMENT BLOCK GRANT (CHILD CARE DEVELOPMENT FUND CCDF PLAN PREPRINT) TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES, OFFICE OF CHILD CARE FOR CHILD CARE FUNDING FOR THE PERIOD OF OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2019.**

**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 is eligible to receive funding for child care services through the Department of Health and Human Services, Administration for Children and Families, Office of Child Care upon submission of an approved plan and the amount of funding is determined by the number of eligible children; and

**WHEREAS:** the Karuk Tribe has determined that the number of eligible children residing on or near the Tribes service area is five hundred eleven (511); and now

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**THEREFORE BE IT FINALLY RESOLVED;** that the Karuk Tribal Council authorizes the submission of the Child Care Development Block Grant (Child Care Development Fund CCDF Plan Preprint) to the Department of Health and Human Services Administration for Children and Families, Office of Child Care for child care funding for the period October 1, 2017 through September 30, 2019;

**CERTIFICATION**

We, the undersigned, hereby certify the foregoing resolution 16-R-081 which was approved at a Regular Council Meeting on July 27, 2016 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

\_\_\_\_\_  
Michael Thom, Secretary/Treasurer

\_\_\_\_\_  
Date

## Information Technology Council Report

Eric Cutright, July 20, 2016

### Action Items:

- 16-A-020 Agreement with Humboldt County for Broadband Right-of-Way

### Expenditure/ Progress Chart – IT Dept Indirect Budget July 20, 2016

Program	Code	Total Budget	Expensed to date	Balance	% Expended
IT Systems	1020-15	\$341,878.14	\$291,087.67	\$50,790.47	85.14%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2015 to 9/30/2016	12	9	3	75%	N
<b>Comments:</b>					
This is the budget to maintain the IT Department and the IT resources spread throughout tribal offices. The majority of the budget goes to salaries for IT personnel.					

### IT Department Activities:

- The new data server for the Yreka Clinic is scheduled to be installed on Saturday, July 30. The new DNR server will be scheduled for install in August.
- As part of KTHA's 30 new homes project, the IT department has run data cabling in the new houses as they are being built. We are also preparing to install a wireless internet system to server the houses after they are built, which is part of the terms of KTHA's grant.
- The Happy Camp offices now have a guest network for use by patients, visitors, and employee personal devices. The guest network is segregated from the primary Karuk network for security reasons. Contact the IT department if you have guests that need the password to log on. IT will work on getting the guest network working in Yreka next.
- New equipment is being ordered for improved backups in Yreka and Orleans. A procurement for improved backup software will most likely be presented to the council in an August meeting.

### Project Title: Áan Chúuphan Internet Service in Orleans

#### Áan Chúuphan Business status as of July 20:

- 9 anchor institutions are receiving complementary service through the USDA grant
- 96 customer applications
- 80 customers have internet access installed
- 7 customers have become inactive
- 3 customers are in the queue to have service installed
- 6 customers are awaiting radio improvements to receive service



**Expenditure/ Progress Chart – Áan Chúuphan Budget July 20, 2016**

Program	Code	Income	Expenses	Balance	% Expended
Áan Chúuphan	2661-00	\$40,645.56	\$21,486.81	\$19,158.75	52.86%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2015 to 9/30/2016	12	9	3	75%	N
<b>Comments:</b>					
This budget reflects the broadband business operations in Orleans.					

**Expenditure/ Progress Chart – USDA Community Connect Grant**

Program	Code	Total Budget	Expensed to date	Balance	% Expended
USDA RUS	2061-00	\$1,141,870.00	\$950,470.33	\$191,399.67	83.24%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/24/2011-10/24/2017	72	56	16	78%	N
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
03/31/2017	No		10/17/2017	No	
<b>Comments:</b>					
This grant funds the construction of broadband infrastructure to Orleans.					

**Construction Progress:**

All construction is complete except for the following:

- A generator needs to be installed at the council chambers in Orleans to keep the service running during power outages. Proposals have been received and are being reviewed for a new auto-start generator and for an electrician to install the equipment.
- The new radio serving Pearch Creek has been installed and is working well. All customers that were waiting for service in the Pearch Creek Area have been installed.
- On June 29<sup>th</sup>, Antennas were swapped at the Orleans Council Chambers. The new antennas improved the quality of the signal and fixed the problems experienced by some Áan Chúuphan users. At least 3 customers who previous were unable to receive service have now been connected due to these improvements.

**Reimbursement Status:**

- \$950,470.33 has been spent. \$898,364.00 has been reimbursed.
- Reimbursement request #6 will be prepared in the coming months.

## **Project Title: Klamath River Rural Broadband Initiative (KRRBI)**

### **Project Management Services:**

- 2<sup>nd</sup> quarter progress report was submitted on July 8, 2016
- The Certificate of Public Convenience and Necessity, or CPCN, issued to the Karuk Tribe to operate as a phone company in California needs to be revised to allow the Tribe to install facilities and conduct CEQA environmental reviews on non-Tribal land. The council approved engaging the services of Marashlian & Donahue, PLLC on July 14. Marashlian & Donahue have begun work with information requests to the Karuk Tribe and the CPUC.

### **Permitting Services:**

- An application to the BLM for a special use permit was submitted on June 13. The BLM replied with a letter on July 7 stating their cooperation in the NEPA process.
- An application to the California Department of Transportation for an encroachment permit was submitted on June 7. This permit was denied as incomplete. Additional information has been requested from Cal-Trans to determine the best way to engage them in the permitting and environmental process.
- A right-of-way agreement amendment with Humboldt County for access to install fiber on Humboldt County roads is under review by Karuk Compliance.
- A proposal was submitted on April 26 to the forestry company Green Diamond Resources for permission to install fiber optic facilities near the Pacific coast in their private land. No response has been received yet.
- A revised proposal to the USDA Forest Service was submitted June 2. No response has been received yet.
- An application to Humboldt County for an encroachment permit was submitted on June 10. Humboldt County acknowledged the application and has started processing.
- A revised proposal to Redwood National Park for additional road access is being drafted.
- An application to California State Lands for a permit to cross the Klamath River is being drafted.

### **Cultural Review:**

- Karuk Tribe THPO has completed the initial literature review for the project.
- Yurok Tribe THPO has given an estimate for the cultural work in Yurok ancestral territory. A contract is being presented to the Yurok Tribal Council on July 28<sup>th</sup> to cover this work.

### **Environmental Review:**

- A Letter was received from Redwood National Park on November 24 that requests full environmental review of all alternative routes in the project, especially along the coast near highway 101. A reply letter was sent on April 24 addressing the concerns raised in the original letter.
- Engineering drawings necessary for the tribe to submit the Proponent's Environmental Assessment (PEA) are under development. Once the funder, CPUC, receives the PEA, a review of the environmental impact of the entire project will commence. A joint NEPA/CEQA document will then be prepared.

Engineering Services:

- The engineering firm selected for the KRRBI project is Trinity Valley Consulting Engineers (TVCE), which has partnered with the engineering firm N-Com. TVCE and N-Com met with Karuk and Yurok representatives and consultants in Orleans on April 26, and then performed a survey of the project over the following days.
- During the engineering survey a couple of potential cost-saving alternatives were identified. These alternatives are being explored before the submission of the PEA.
- Wireless engineering primarily consists of distribution for the town of Orick. A primary tower site and several backup locations have been identified in Orick. The landowners are being contacted to determine their interest in either selling or leasing the property.

**Expenditure/ Progress Chart – KRRBI – California Advanced Services Fund (CASF)**

Program	Code	Total Budget	Expensed to date	Balance	% Expended
KRRBI - CASF	6661-00	\$6,602,422.00	\$319,778.2	\$6,282,643.80	4.84%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/17/2013-10/17/2018	60	32	28	53%	Y
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due	Completed?	Date Completed.
07/10/2016	Yes		At 25% Expended	No	
<b>Comments:</b>					
This grant expands on the Orleans Broadband Project and partners with the Yurok Tribe to provide internet service to several unserved and under-served communities in Northern Humboldt County.					

Report Attachments:

- Cell phone usage report for June 2016 billing period

**2016 Revised Memorandum of Agreement  
between  
Humboldt County  
and  
The Karuk Tribe**

WHEREAS: This 2016 Revised Memorandum of Agreement is entered into by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, as represented by its honorable Board of Supervisors and the Karuk Tribe (TRIBE), a federally recognized Indian tribe; and

WHEREAS: The COUNTY and TRIBE have previously entered into Memorandum of Agreement dated January 21, 2014 for the installation of fiber optic facilities along Ishi Pishi Road; and

WHEREAS: The TRIBE is developing and expanding a fiber optic and wireless network (KARUK NETWORK) to provide high-speed broadband Internet service to the unserved and underserved areas in Karuk and Yurok ancestral territories, including the communities of Orick, Orleans, Wautec, and Weitchpec; and

WHEREAS: The COUNTY and TRIBE desire to replace the existing Memorandum of Agreement dated January 21, 2014 with this 2016 Revised Memorandum of Agreement to provide a framework for the development and expansion of the KARUK NETWORK within COUNTY Roads and Bridges; and

WHEREAS: The TRIBE has been granted a “Certificate of Public Convenience and Necessity in Order to Provide Limited Facilities Based and Resold Local Exchange Service and Non-Dominant Interexchange Service” (CPCN) and has been assigned Utility number U-7235-C by the California Public Utilities Commission; and

WHEREAS: The TRIBE’s CPCN authorizes it to provide limited facilities-based and resold local

exchange telecommunications services in Humboldt County; and

WHEREAS: The TRIBE may from time to time revise, update, or enter into new Pole Attachment and Conduit Occupancy Licensing Agreements with other telecommunications carries, including but not limited to, Verizon California Inc. (or their successors); and

WHEREAS: The TRIBE has constructed and desires to operate and maintain portions of the KARUK NETWORK over, under, or upon COUNTY Roads and Bridges within Humboldt County, California, and further desires to construct, operate, and maintain additional portions of the KARUK NETWORK over, under, or upon COUNTY Roads and Bridges as specified in Attachment 1, including connection(s) as needed to reliable existing networks outside the current service area; and

WHEREAS: COUNTY Roads and Bridges cross lands that are privately held, held in Trust for the Karuk and Yurok Tribes and other Tribes, and managed by various federal and state agencies; and

WHEREAS: the COUNTY holds public road easements across said privately held lands for COUNTY Roads and Bridges; and

WHEREAS: COUNTY has the authority to control the time, place, and manner in which COUNTY Roads and Bridges within Humboldt County, California are accessed for such purposes; and

WHEREAS: COUNTY is willing to enter into this 2016 Revised Memorandum of Agreement to permit the TRIBE to construct, operate, and maintain the Fiber Optic Facilities over, under, or upon portions of COUNTY Roads and Bridges for the purposes of the KARUK NETWORK, including interconnections as needed, provided that the attached Terms and Conditions are adhered to;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, COUNTY and the TRIBE each do hereby agree:

**1. Fiber Optic Facilities:** Subject to obtaining permits required by Section 2 and complying with the terms and conditions of this 2016 Revised Agreement, the following Fiber Optic Facilities are permitted over, under, or upon portions of COUNTY Roads and Bridges for the purposes of the KARUK NETWORK:

- A. The TRIBE will be permitted to install, maintain, and operate one fiber optic cable attached to COUNTY Bridges as specified in Attachment 1, and
- B. The TRIBE will be permitted to install, maintain, and operate one fiber optic cable underground within the road right of way of COUNTY Roads as specified in Attachment 1. The location of such facilities shall be as mutually agreed upon by the COUNTY and TRIBE and specified in Encroachment Permits, and
- C. The TRIBE will be permitted to install, operate, and maintain one fiber optic cable attached overhead to existing utility poles maintained by PG&E and/or the incumbent communications provider, including the installation, operation, and maintenance of additional guy anchors as needed to allow the poles to sustain the additional cable, on COUNTY Roads as specified in Attachment 1. The TRIBE is responsible for obtaining permission from all facility owners to install KARUK NETWORK facilities on infrastructure owned by others.

**2. Permits:**

- A. The TRIBE is responsible for obtaining and complying with the conditions of any additional permits or authorizations needed for the installation, operation, and maintenance of the KARUK NETWORK, and
- B. The TRIBE has applied and will apply for Encroachment Permits from the COUNTY Department of Public Works for the construction of the KARUK NETWORK, and for all work and each job within each of the County's public road easements, public right-of-way or public utility or service easements, and comply with the terms of all such Encroachment Permits, given that a separate Encroachment Permit is required for each job/ project, and
- C. No permit fees or franchise fees shall be required of the Tribe from the County pursuant to this 2016 Revised Agreement. However, TRIBE shall reimburse COUNTY costs associated with inspecting the work being done under each Encroachment Permit.

**3. Term:** This 2016 Revised Agreement shall have an initial term of ten (10) years from the effective date and shall automatically renew for successive terms of ten (10) years unless either COUNTY or the TRIBE notifies the other in writing that this 2016 Revised Agreement shall not be renewed at least one

hundred and eighty (180) calendar days prior to the initial termination date or the termination date of any renewal term.

**4. State and Federal Authorizations:** The TRIBE represents and warrants that it has or will obtain any and all authorizations and approvals from state and federal regulatory agencies including the California Public Utilities Commission and the Federal Communications Commission as are necessary for the activities and facilities contemplated by the KARUK NETWORK and this 2016 Revised Agreement, and is in compliance in all material respects with its obligations under such authorizations. Further, the TRIBE covenants that through the term of the 2016 Revised Agreement, it shall remain in compliance in all material respects with its obligations thereunder, and shall also comply with all applicable local, state and federal laws and regulations applicable to the performance of its duties and obligations under this 2016 Revised Agreement. If the TRIBE is authorized by the Public Utilities Commission of California or the Federal Communications Commission or a successor regulatory body to provide additional and/or alternative services to those contemplated by the KARUK NETWORK, and intends to offer such services to customers within Humboldt County or elsewhere through the KARUK NETWORK, the TRIBE shall notify COUNTY in writing, as soon as practicable, and comply with COUNTY's applicable local ordinances.

**5. Revisions:** Attachment 1 may, from time to time, be updated or modified by mutual written agreement, signed by authorized representatives of the TRIBE and the COUNTY. No other modification is intended in this agreement or in its Terms and Conditions. For the COUNTY, the Public Works Director and for the TRIBE, the Tribal Executive Council members, are hereby authorized to execute amendments to Attachment 1.

**6. Additional Terms and Conditions:** This 2016 Revised Agreement shall include and be subject to the Terms and Conditions hereunto appended.

**7. Transferability:** The TRIBE may form a separate entity to manage the KARUK NETWORK. This entity may also be formed as a partnership with the Yurok Tribe. This will require an assignment in compliance with Section 10 of the Terms and Conditions.

**8. Prior Agreement:** This 2016 Revised Memorandum of Agreement replaces the Memorandum of Agreement dated January 21, 2014.

IN WITNESS WHEREOF, COUNTY, as represented by its honorable Board of Supervisors, and TRIBE, agreeing to be bound by this 2016 Revised Agreement in its entirety, have each caused this agreement to be duly executed by authorized representatives effective as of the day and year last written below:

\_\_\_\_\_  
Chair, Humboldt County Board of Supervisors      Date

\_\_\_\_\_  
Chairman, Karuk Tribe      Date



**Terms and Conditions for the 2016 Revised Memorandum of Agreement between the Karuk Tribe and Humboldt County:**

1. Terms and conditions of any Encroachment Permits granted by COUNTY's Public Works Department to the TRIBE in connection with the activities and facilities contemplated by this Agreement are incorporated herein by reference. In the event of a conflict between the requirements of this Agreement and any Encroachment Permit, the more stringent requirements shall apply.
2. If COUNTY's Department of Public Works, at its sole discretion, shall determine that any or all of the TRIBE's facilities must be modified, removed from, or relocated within COUNTY's public road easement as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of COUNTY Roads or Bridges, or for the safety of the traveling public, or for any other purpose where the work involved would be aided by the modification, removal or relocation of the TRIBE's facilities, the TRIBE, its successors and assigns, shall, at its sole cost and expense, upon written notice by the Department, modify, relocate, or remove any or all of its facilities within or from COUNTY's public road easement as required by the Department. The TRIBE shall perform in a timely manner all facility modifications, relocations, and/or removals as the Department directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with the Department's continued operation and/or maintenance of COUNTY Roads and Bridges.
3. Should the TRIBE fail or refuse to comply with the Department's direction to modify, remove, or relocate any facility associated with this Agreement within one hundred twenty (120) calendar days from the date of written notice, the Department may undertake and perform any modification, removal, or relocation of the facility that the Department, in its sole discretion, deems necessary. The TRIBE agrees to pay the Department's expended costs and expenses for performing the work.
4. In the event of an emergency, or where the KARUK NETWORK creates or is contributing to an imminent danger to health, safety or property, COUNTY may remove, modify or relocate any or all parts of that KARUK NETWORK without prior notice to the TRIBE; however, COUNTY shall make reasonable efforts to provide prior notice.

5. The TRIBE hereby grants a limited waiver of its sovereign immunity from uncontested suit explicitly for the limited purpose of permitting actions against the TRIBE to enforce this Agreement, to resolve any dispute that may arise out of, or in connection with, this Agreement or any activities undertaken by the TRIBE or facilities described in this Agreement, including but not limited to actions for specific performance or breach of the terms of this Agreement. Such a waiver shall be narrowly construed. The TRIBE consents to actions against it to enforce this Agreement, to resolve any dispute that may arise out of, or in connection with, this Agreement or any activities undertaken by the TRIBE or facilities described in this Agreement, including but not limited to actions for specific performance and/or breach of agreement with respect to all obligations of the TRIBE under the Agreement, including but not limited to the obligations to pay money and the management thereof. This limited waiver does not allow any actions, claims or awards to be brought or enforced against the individual members of the Tribal Council, officers, attorneys, or employees acting on behalf of the TRIBE. The TRIBE's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity attached hereto as Attachment 2.
6. This Agreement is governed by and shall be construed in accordance with the laws of the State of California without regard to its choice of law principles. Any litigation arising out of, or in connection with, this Agreement may be brought in either the Superior Court of the State of California for the County of Humboldt or in the District Court for the Northern District of California. Each party hereby irrevocably submits to the jurisdiction of such courts for the purpose of any such litigation and irrevocably agrees to be bound by any judgment rendered thereby in connection with such litigation.
7. The TRIBE, on behalf of itself and its contractors, successors, and assigns, agrees to indemnify, hold harmless, and defend the COUNTY from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the TRIBE's failure to (1) obtain any required permit for its work or (2) comply with conditions of those permits. The TRIBE shall be responsible for compliance with all federal, state, and local laws and regulations.
8. This Agreement may be terminated by the TRIBE upon thirty (30) calendar days written notice if the work hereunder cannot be performed due to unforeseen conditions which, include but are not limited to, financial difficulties; hazardous construction or environmental conditions; Acts

of God; and for any other reason that may prevent the TRIBE from completing construction and development of the KARUK NETWORK.

9. This Agreement may be terminated by COUNTY for failure, neglect or refusal by the TRIBE to fully and promptly comply with any and all of the conditions of this Agreement, or for nonuse in accordance with this Agreement, upon thirty (30) calendar days written notice, which notice shall specify with reasonable particularity the nature of the alleged failure, neglect or refusal, unless the TRIBE confirms within thirty (30) calendar days of receipt of the notice that the cited condition has ceased or has been corrected. This Agreement may be terminated by COUNTY upon ninety (90) calendar days written notice to the TRIBE if the COUNTY determines that the provisions of the Agreement interfere with the use or disposal of said COUNTY Roads or Bridges or any part thereof by COUNTY or the general public. Where only a portion of the KARUK NETWORK interferes with the use or disposal of said COUNTY Roads or Bridges, the COUNTY, at its sole discretion, may elect to require the TRIBE to relocate the said portion in accordance with this Agreement.
  
10. This Memorandum of Agreement is not transferrable or assignable by the TRIBE without the prior written consent of the COUNTY Board of Supervisors. The TRIBE understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Agreement. If an assignment or transfer occurs without prior consent of the COUNTY, such assignment is void, this Memorandum of Agreement shall automatically terminate, and the facilities occupying COUNTY's public road easement shall be subject to removal at the sole cost and expense of the TRIBE.
  
11. The TRIBE, on behalf of itself, its successors and assigns, and its officers, employees, contractors, agents, and representatives, shall indemnify, defend (with counsel reasonably acceptable to COUNTY), and hold harmless the COUNTY, its officers and employees, from all costs, claims, demands, damages (both to persons and/or property), expenses, regulatory fines, judgments, charges, administrative and judicial proceedings and orders, remedial actions of any kind, and all costs and cleanup actions of any kind, all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and costs of defense (collectively, the "Losses") arising directly or indirectly out of the activities or facilities described in this Agreement and/or the installation, operation, removal and/or repair of the

improvement and facilities including that (1) arise out of or are incident to any acts or omissions of the Tribe, its agents, contractors, and/or employees, in the use of the County's public road easement as authorized by this Agreement, or (2) are caused by the breach of any of the terms and conditions of this Agreement by the Tribe, its officers, agents, contractors, representatives, and/or employees. The Tribe shall NOT be required to indemnify, defend, or hold harmless the COUNTY, its officers and employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the acts of gross negligence or the willful acts of misconduct or omissions of the COUNTY, its officers and/or employees; provided that, if such claims, suits, or actions are determined by a court of competent jurisdiction to have resulted from the concurrent negligence of the COUNTY and the TRIBE, each party will bear their proportionate share of liability as determined by such court.

12. This Memorandum of Agreement shall not be deemed or held to be exclusive and shall not prohibit the COUNTY from granting rights of like or other nature to other public or private entities, nor shall it prevent the COUNTY from using any of the public road easement or other properties for transportation purposes, or affect the COUNTY's right to full supervision and control over any part of the COUNTY's public road easement or properties, none of which is hereby surrendered. Further, the COUNTY reserves the exclusive right to require that all utility facilities be subject to joint occupancy.
13. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS OR GOODWILL ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT FORESEEABLE AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. The TRIBE shall maintain accurate maps and improvement plans of said KARUK NETWORK located within Humboldt County. The TRIBE shall, upon demand of the Public Works Director, deliver to the office of the Public Works Department free of charge, within thirty (30) calendar days after such demand, such maps and plans as may be required to show in detail the exact location, size, depth and description of all Fiber-Optic Facilities installed within Humboldt County.

15. If any portions of the KARUK NETWORK covered under this Agreement other than redundant facilities or facilities for emergency use are no longer used by the TRIBE, or are abandoned for a period in excess of one (1) year, the TRIBE shall notify the COUNTY and shall either promptly vacate and remove the facilities at its own expense or, at the COUNTY's discretion, may abandon some or all of the facilities in place.
16. This Agreement does not grant a franchise. This Agreement is made subject to all easements, restrictions, conditions, covenants, encumbrances and claims of title which may affect COUNTY Roads and Bridges, and it is understood that the TRIBE, at its own cost and expense, shall obtain such additional permissions as may be necessary consistent with any other existing property rights. No reference herein to a "public road easement" shall be deemed to be a representation or guarantee by COUNTY that its interest or other rights to control the use of such property are sufficient to permit its use for such purposes, and the TRIBE shall be deemed to gain only those rights to use as are properly in Humboldt County and as the COUNTY may have the undisputed right and power to give.
17. The parties acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.
18. This Agreement shall inure to the benefit of and be binding on the parties and their heirs, successors and assigns but nothing contained in this section shall be construed to permit an assignment or other transfer except as specifically provided herein.
19. No waiver of any default or breach of the performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.
20. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

21. The duties and obligations of the parties set forth in sections 5, 7, 11 and 14 of these Terms and Conditions shall survive the expiration or termination of this Agreement.
22. The individuals signing this Agreement represent and warrant that they have binding authority to enter into this Agreement on behalf of their respective entities.
23. Any notices or other communications required to be given pursuant to this Agreement shall be made in writing, either by US Mail postage prepaid, or by hand delivery, or by electronic mail to the respective representatives set forth below. Notices or other communications shall be effective when actually received or refused. Either party may upon seven calendar days' notice change the address to which future notices or other communications shall be sent.

To Humboldt County:

Attn: County Administrative Office  
825 Fifth Street, Room 112  
Eureka, CA 95501

To Karuk Tribe:

Attn: Compliance  
Karuk Tribe  
PO Box 1016  
Happy Camp, CA 96039

// END //

**Attachment 1**

**Humboldt County Roads and Bridges to be Utilized by the Karuk Network**

Road or Bridge Name	Number	From/To MP	Distance (miles) used by the Karuk Network			
			Bridge Attachment	Overhead	Underground	Total
Bald Hills Road	F4R300	Entire			32.0	32.0
Crannell Road	4M300	Entire		1.6		1.6
Dows Prairie Road	C4M220	2.0/3.78		1.8		1.8
Dredge Road	8R200	Entire		0.4		0.4
Hiltons Road	4Q050	Entire		1.1	0.3	1.4
Ishi Pishi Road	C9R100	0.0/3.5		3.4	0.1	3.5
Martins Ferry Bridge		NA	0.1			0.1
Tulley Creek Road	7Q100	0.0-1.3		1.2	0.1	1.3

\_\_\_\_\_  
Chair, Humboldt County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman, Karuk Tribe

\_\_\_\_\_  
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  
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Fax: (530) 493-5364

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

## REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One:  Contract Karuk Tribe Number Assigned: 16-A-020  
 MOU  
 Agreement Funder/Agency Assigned: CASF  
 Amendment 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: June 22, 2016

Department/Program: Klamath River Rural Broadband Initiative (KRRBI)

Name of Contractor or Parties: Humboldt County

Effective Dates (From/To): July 21, 2016 July 21, 2026

Amount of Original: \$0.00

Amount of Modification: \_\_\_\_\_

Total Amount: \$0.00

Funding Source: N/A (Part of the California Advances Services Fund Grant)

### Special Conditions/Terms:

This agreement replaces agreement 14-A-009, which is the right of way for the Orleans Broadband Project. This agreement creates a template for adding and removing right of way along all Humboldt County Roads without further agreement modifications, but rather only by modifying Attachment 1 to the agreement.

### Brief Description of Purpose:

This agreement allows the Karuk Tribe to install fiber optic cable in the Humboldt County Utility Right-of-Way for KRRBI. The attached version has not yet been reviewed by the Humboldt County legal team. The limited waiver of sovereign immunity is identical to the waiver that was approved in the original version of this agreement, 14-A-009.

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

Requestor: \_\_\_\_\_

*Laura Mayton*

\*\*Chief Financial Officer

Date: \_\_\_\_\_

7-21-16

*Michael Thom*  
\*\*Director, Administrative Programs & Compliance

Date: \_\_\_\_\_

7/15/16

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

Date: \_\_\_\_\_

Other: \_\_\_\_\_

Date: \_\_\_\_\_



**Dora Bernal**  
**Human Resource Director**  
**Tribal Council Report**  
**July 27, 2016**

**Interviews Held/Results:**

Physician – Dr. Lennon (July 1 – 31)

Crewmember: Domenic Watts

Tony Carter

Elvis Douglas

Matthew Carstensen

Medical Receptionist – Yreka – Paula Basteyns

Maintenance Engineer – Happy Camp – Daniel Burcell

KTHA On-Call Receptionist - Pool – Marsha Farley

Amber Craddock

Minnie Daniels

KTHA – Admissions/Loan Specialist – Susanna Greeno

Grants and Agreements Division Coordinator – Sinead Talley

Legal Intern – Lena Neuner

Sr. Nutrition Intern – Bobbisue Goodwin

Mechanic Intern – Corey Barnett

Language Intern – Ray Hockaday

Sipnuuk Intern – Annie Neuner

**Interviews/Advertisements Pending:**

**Events:**

Licensed Vocational Nurse (LVN) posted until filled

Registered Dental Hygienist (RDH) – Yreka – Open until filled

Licensed Clinical Social Worker or Clinical Psychologist – Open until filled

Family Nurse Practitioner or Physician Assistant – Open until filled

Clinic Physician – Open until filled

Tribal Cultural Monitor – Accepted on a Continual Basis

Part-Time Therapist – KCDC – Open Until Filled

Certified AOD Counselor (Happy Camp/Orleans)

Registered Dental Assistant (ADA) –Happy Camp - closed – April 28, 2016

Registered Dental Assistant (ADA) – Yreka – Closed – April 28, 2016

Unlicensed Dental Assistant (DA) – Happy Camp – Closed – April 27, 2016

Unlicensed Dental Assistant (DA) – Yreka – Closed – April 27, 2016

**Action Items:**

1. Approval of job descriptions:
  - Dental Sterilization Technician
  - Custodian - Orleans
2. Summer Newsletter

**Meetings/Training/Other:**

July 11 – Meeting with Kori on Health Issues

July 12 – Meeting with Kori, Dr. Vasquez, Susanna Greeno, Babbie Peterson, Cindy Hayes – UA  
Procedures – so that all clinics are testing the same and doing the same procedures

July 13 – Gaming Commission Meeting

July 20 – meeting with Kori on staffing and job descriptions

July 22 – Fingerprinting Council Candidate

**Policies: Ongoing discussions**

- Drug Test Policy – implementing test cups for clinics will bring information and suggestion to Council when prepared.
- Reviewing Personnel Policies and WPA.

**Action Item:**

Requesting Approval of **Resolution 16-R-130** authorizing submission of a request to the National Science Foundation (NSF) Documenting Endangered Languages (DEL) for Supplemental funding for the Researcher Experience for Undergraduates program to supplement the existing Language Program NSF DEL grant.

**Updates:**

We ended up moving forward with the California American Indian Education Center Opportunity, we submitted a project that was requesting approximately \$77,000 each year for a period of three years.

I submitted the Contract request for the California Community Services and Development (CSD), Community Services Block Grant Target Initiatives Discretionary Opportunity in the amount of \$17,000. This will assist homeless people and also provide training for the new LIAP Administrator.

I submitted the HRSA Supplemental Funding 2016- Delivery System Health Information Investment (DSHII) Grant. We are proposing to implement Digital Dental X-Ray systems at our Dental Offices. We were eligible to apply for \$45,366, and we requested the full amount and will be contributing approximately \$67,019 to fund the complete digital x-ray system we need.

I assisted Susan Gehr with the development of a proposal for the NSF DEL Researcher Experiences for Undergraduates (REU) Supplemental Funding Request opportunity.

I continue to post RFPs to the Karuk Website and have been assisting with other Compliance Department activities as they arise.

I am scheduled to meet with the new Health CEO to discuss Grant Opportunities and the current direction of the Health Program.

I participated in a webinar for the Special Diabetes Program for Indians Continuation Funding Application. This grant is due September 2, 2016. I will be working with Annie Smith to complete this grant application.

We received notification that we were awarded \$500 from the Walmart Community Grant Fund to support the Happy Camp Obstacle Course Project. We requested \$1,500 but any contribution helps.

I have seen some Administration for Native Americans Project Development Trainings so it really is time to start project planning. Susan Gehr mentioned this especially for the Language Opportunity. We will need to have strong documentation for Community Involvement in planning so this is something I will be starting to work on with Language staff in the next months.

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

REQUESTOR: Jaelyn Ownsbey DATE: 7/21/2016

DEPARTMENT: Language Program

DEADLINE: \_\_\_\_\_ DATES: \_\_\_\_\_  
 E: ASAP AMOUNT: \$2,555 FROM: 8/1/2016 TO: 12/30/2016

**BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:**

We are requesting supplemental funding for the Documenting Endangered Language grant that will support research work by an undergraduate. The Undergraduate will be competitively selected and preferably will be working on language, native american studies or related fields.

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

COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES\*

REQUESTOR*		DATE
CFO*	<i>Laura Mayton</i>	DATE <u>7-21-16</u>
COMPLIANCE*		DATE
CHAIRMAN		DATE
OTHER		DATE

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# Karuk Tribe



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## REQUEST FOR RESOLUTION

Check One:  Resolution

Karuk Tribe Number Assigned: Get from Tribal Council Executive Assistant 16 R 130

Prior Amendment:

Requestor:

Jaclyn Dunsbey

Date:

7/21/16

Department/Program:

for Language Program

Brief Description of Purpose:

Request for Research & Experience for Undergraduates supplemental funding

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

\*\*Self-Governance Coordinator

Date

Other

Date

---

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---

**RESOLUTION OF THE  
KARUK TRIBE**

**Resolution No: 16-R-130**  
**Date Approved: July 28<sup>th</sup>, 2016**

**RESOLUTION AUTHORIZING SUBMISSION OF A REQUEST FOR A RESEARCH EXPERIENCES FOR UNDERGRADUATES (REU) SUPPLEMENT TO SUPPORT AND ENHANCE ACTIVITIES OF THE DOCUMENTING ENDANGERED LANGUAGES (DEL) GRANT #BCS 1500605 IN THE AMOUNT OF \$2,555.**

**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 Karuk language preservation and maintenance activities;

**WHEREAS;** the Karuk Language Program currently has a DEL grant that could use assistance from an undergraduate student; now

**THEREFORE BE IT RESOLVED;** that the Karuk Language Program has been given the opportunity to submit a request for an REU Supplemental funding; now

**THEREFORE BE IT FINALLY RESOLVED;** that the Karuk Tribal Council authorizes submission of a request for a Research Experiences for Undergraduates (REU) supplement to support and enhance activities of the Documenting Endangered Languages (DEL) Grant #BCS 1500605 in the amount of \$2,555.

**CERTIFICATION**

We, the undersigned, hereby certify the foregoing resolution 16-R-130, which was approved at a Council Meeting on July 28<sup>th</sup>, 2016, 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

\_\_\_\_\_  
Michael Thom, Secretary/Treasurer

\_\_\_\_\_  
Date

### *Summary of Proposed Work*

This is a request for an REU supplement to DEL grant number BCS 1500605: Karuk (kyh) Archives and Accessibility Project. The goals of BCS 1500605 are twofold: prepare the materials of the Karuk Tribe's Language Program for archival processing, and also to encourage Karuk community members who are involved in documenting and revitalizing their language to care for their work products with preservation and future access in mind.

The project brings together Karuk language speakers and learners to learn how to care for their language documentation products with a preservation archivist; to set preservation goals for personal Karuk language collections; to refolder, rehouse, and document collections; to discuss gaps in the documented speech types and topics of Karuk; and to acquaint Karuk community language workers with the process of donating their collections to an archive. This project will also use best practices from the archival profession to produce a freely available collection guide for the Karuk language materials created and collected by the Karuk Tribe's Language Program.

During their research assistantship, an undergraduate will do projects that build competency in the areas of Karuk language, the history and practice of Karuk language revitalization, and the archival profession's role in language preservation and revitalization. The undergraduate will participate in Karuk language classes, which are held several times a week in various communities in the Karuk Tribe's ancestral territory and service areas, the northern California towns of Arcata, Orleans, Happy Camp, and Yreka. They will meet with the PI and the Karuk Language Program Coordinator, who are also Karuk and intermediate speakers of the language, to support project activities and to develop their research project. They will study and analyze Karuk language materials held by the language program as well as help provide access to them through working on the Karuk Language Program's collection guide. Finally, they will describe and share their accomplishments by presenting at either UC Berkeley's or Humboldt State's Native American Studies programs or Berkeley's Linguistics program.

This is the PI's first REU supplement request. However, while a Reference Specialist at Humboldt State University Library, Susan Gehr supported the work of several undergraduate Library Intern Scholars who were supervised by Carly Marino, Special Collections Librarian. Gehr attended meetings for interns as a team member and addressed intern questions about library and archive procedures, graduate studies in library and information science, research process, and subject matter.

### *Description of Selection Criteria*

An open solicitation (Request for Proposals-RFP) through the Karuk Website will be posted upon notification of approval of the REU Supplemental Funding. Prospective participants will be required to submit a written response describing how they meet the



proposed project goals and why they are the best candidate. Any college undergraduate, including those entering their freshmen year, who is interested in pursuing a degree in linguistics, Native American Studies, or related field will be eligible.

Appointment selection will be competitive and based upon the following (this information will be included in the RFP):

- a. scholarship and experience;
- b. career objectives and interests
- c. match of applicant to the project goals and objectives
- d. Tribal Employment Rights Ordinance (TERO) will be followed, see [http://www.karuk.us/images/docs/tero/TERO\\_Ordinance\\_06-08-15.pdf](http://www.karuk.us/images/docs/tero/TERO_Ordinance_06-08-15.pdf)

#### *REU Supplement Dates*

Desired start date of REU Supplement: August 1, 2016

Duration of REU Supplement: December 30, 2016

Expiration date of the parent award: November 30, 2017

#### *Justification for Supplement*

This project is expanding the available collection of Karuk texts, supplying more and richer data for scholars of Karuk and California Native languages. Archives development for endangered language materials from all periods of Karuk documentation will allow for study of language change over time. The range of documentation types in the materials held and created by the Karuk Language Program are uniquely valuable because the elicitation was led by community members also interested in cultural topics who have long term relationships with the speakers.

This project will benefit Karuk language teachers and learners, as they will have access to more language data and developed language materials. Members of the northwestern California regional language association, Live Your Language Alliance, and participants of the Advocates for Indigenous California Language Survival's Breath of Life and Master-Apprentice programs will get to see how to arrange and describe their own language materials. Through increasing available knowledge of the language, members and descendants of Karuk Tribe, 3,741 members; 4,270 descendants as of July 20th, 2016, will have greater opportunity to study and speak their language.

#### *Request for REU Supplement*

### *Budget*

Total Project Costs for REU Supplement Request: \$2,555.00

### *Budget Justification*

#### **Participant Costs**

Academic Year 2016-17:

Per REU program guide, amounts for academic-year projects should be comparable on a pro rata basis. Accordingly, the pay rate is \$12.50 per hour.

8 hours per week at \$12.50 per hour = \$100 x 15 weeks (1 semester Fall 2016) - \$1,500

Assist in Facilitation of Preservation Archivist Workshop 1 full day stipend (September 10<sup>th</sup>, 2016) - \$100

Presentation at Language or other related Academic Conference 1 full day stipend (Fall 2016 or Spring 2017) - \$100

Total Participant Costs: \$1,700.00

#### **Travel Costs**

Travel to language conference or other related academic conference to do a presentation on work, estimated from Happy Camp To Berkeley, but may be at Humboldt State, Southern Oregon, or other institution.

Round Trip Mileage from Happy Camp CA to Berkeley CA 746 miles x .54/mile = \$402.84

Hotel: 2 nights in Berkeley Area \$140/night = \$280.00

Perdiem/Subsistence: Participant will be compensated 10 quarters (Karuk Travel Policy indicated 3 quarters of perdiem on travel days) at a rate of \$17.25/quarter= \$172.50

Total Travel Costs: \$855.00

Ayukii Council,

Action Item 1

We have three camp sites chosen for our Karuk Youth Leadership Council retreat. At the retreat will be officer elections, team-building exercises, collaboration on planning- KYLC Council and group meetings, college visits, planning collaboration, event designs, etc., and leadership building activities. The first site is one Debra, Cassidy and I believe to be the best choice.

- a. Bushytail Campground, Trinity Lake-\$40 per night for the group site (\$80 total)  
Group Campground available up to 32 people on Aug 13-14<sup>th</sup>  
<http://www.recreation.gov/campsiteDetails.do>
- b. United Methodist Shasta Camp; Castle Lake Road | Mt. Shasta, CA  
Sleeps up to 30 guests; 1-10 persons - \$180 per day; 11 + Persons Add \$15 per person per day  
<http://shastacamp.org/index.html>
- c. Whiskeytown Lake  
Will have to call to see if group site is available or if we can get multiple sites together?  
Group sites are tent areas that hold 20-50 persons and the fee is \$80.00 per night.  
<https://www.nps.gov/whis/planyourvisit/whiskeytown-camping.htm>

**Overview**

- a. **Bushytail Campground** is nestled in a grove of tall Douglas firs and Ponderosa Pines, just a short distance from Trinity Lake. This campground makes an excellent base for enjoying a variety of water sports, sightseeing and other activities and is ideal for single families and small groups.

Bushytail Campground is part of the Whiskeytown-Shasta-Trinity National Recreation Area. Nearby Trinity Lake sits at an elevation of 2,370 feet and is surrounded by the Trinity Alps. All sites have grills, bear-proof food lockers, campfire rings and picnic tables. This campground has electric and water hookups in most sites and paved parking spurs. Flush toilets and drinking water are available. There are 2 coin-operated showers.

- b. **United Methodist Shasta Camp**

Located eight miles west of the city of Mt. Shasta in the mountains of the Shasta-Trinity National Forest, the camp provides RV sites, tent camping sites, a rustic lodge and a multipurpose retreat center surrounded by beautiful forests, meadows and trails.

Serving various organizations, families, groups, individual campers and churches of all denominations the camp has been in existence for over sixty-five years.

- c. **Whiskeytown:** [Dry Creek Group Campground](#) is located just beyond the Brandy Creek Beach day use area. There are two designated group sites in this tent campground. Each site contains two large serving tables, numerous picnic tables, a large charcoal barbecue grill, a cleared fire pit area, vault toilets, bear-proof storage lockers and drinking water. Each site can hold a minimum of 20 and a maximum of 50 people and are available by reservation. Larger groups may reserve both sites for a total of 100 campers.

**Education Program Updates and Information**

- We Provided flyers and information on the ED program at the Reunion on 6/25. We also gave out frog banks to the kids and power outlets for adult students. We also received Surveys from Parent/Guardian and community members
- We are preparing for the Yav Kuma Itapan Math and Science Camp
- Orleans Summer Tutor Program-Cassidy is the lead

**Scholarships**

- The 2016/17 Scholarship application is available online and due Aug. 30<sup>th</sup>
- We gave out scholarships at the Tribal Reunion in the amount of \$200
- We have posted information on Descendant Scholarships on our website

**Karuk Youth Leadership Council (YC):**

- KYLC sold smoothies and lemonade at the Karuk Tribal Reunion profit of \$304.00
- We will hold a retreat in August, for collaboration and election of officers
- We would like to hold the retreat in a camp area, students have suggested somewhere outside the territory/Yreka area; we are open to ideas (see Action Item 1)

- 

**Conferences/Workshops/Seminars/other:**

- We are looking over the conferences we attended this year to determine if they were valuable
- We would like to begin planning and scheduling a calendar of conferences, seminars and workshops for next year; getting the most bang for our buck for training, information and for the students

**Other:**

- Yav Kuma Itapan will be from Aug. 1<sup>st</sup>-6<sup>th</sup> in both Yreka and Happy Camp
- Alan and Debra met with Marie Caldwell (principal Yreka). Then met with Amy Dunlap (Evergreen) and Chris Harris (Jackson Street) to set up strong plans for next year.

Yôotva,

Alan

**Karuk Tribe  
Council Report from Laura Mayton  
Meeting Date: July 27, 2016  
Location: Yreka**

**ACTION ITEMS**

I have one action item at this time. I am requesting approval of the agreement with Evans Transportation in the amount of \$1,080. However, in the near future, the Council will need to make a decision regarding who the administrators for the Karuk Tribe's accounts at Scott Valley Bank will be.

**COMPLIANCE**

Welcome back Emma Lee. Please remember to send all emails containing documents to be reviewed and/or messages related to contracts to [compliance@karuk.us](mailto:compliance@karuk.us). This email address goes to multiple parties.

**CSD REPORTING**

Although I am not the person who is responsible for submitting the CSD reports, I received an email from Stella Avila requesting corrections to the annual data reported to CSD. Completing this request for information consumed well over a week of my time. Most of my time was spent gathering data and correcting form NPI 801. The original report was incomplete and inaccurate.

The CSD NPI 801 report asks for a very large amount of data about how many low income people are served by the Tribe. Sources of data include LIHEAP, TANF, Senior Nutrition, Health Program including Mental Health and AOD, Head Start, Childcare, Education, Housing and any other program which serves low income individuals. There are more than 100 items to be reported on. Due to large amount of data requested and the continual changes of staff responsible for this report, reporting has been inconsistent, incomplete, and inaccurate.

The NPI 801 report is due every six months. A process to collect data from the various sources on a routine basis needs to be put in place so that the person completing the report has all of the data that they need when they need it. This will reduce the amount of time it takes to complete the report, improve the accuracy of the report, and reduce stress.

I will work with Emma Lee when she returns to help her set up a systematic process for gathering and reporting this data.

**FISCAL YEAR 2017 INDIRECT COST PROPOSAL**

I was notified on July 18<sup>th</sup> that the Interior Business Center has received the Karuk Tribe's fiscal year 2017 Indirect Cost Proposal. The proposed rate for fiscal year 2017 is once again 50% of wages. It can take up to six months to complete the review process and approve the rate.

### **NEW OVERTIME RULES**

On December 1, 2016, new overtime rules go into effect. Beginning on that date, any employee who makes less than \$47,476 per year must be paid overtime. Due to this rule change, the Karuk Tribe will need to evaluate how to handle salaried employees who make less than \$47,476 per year. There are currently six employees of the Karuk Tribe who fall into this category. KTHA and KCDC may also have employees who are salaried and make less than \$47,476 per year.

### **CASINO PROJECT**

The Casino project is moving forward. Completion of financing package to send to the NIGC for review is the next critical path item.

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**REQUEST FOR CONTRACT/ MOU/ AGREEMENT**

Check One:  Contract  
 MOU  
 Agreement  
 Amendment

Karuk Tribe Number Assigned: 16-A-077  
Funder/Agency Assigned: CHILD CARE  
Prior Amendment: \_\_\_\_\_

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

Requestor: LAURA OLIVAS Date: JULY 20, 2016

Department/Program: CHILD CARE

Name of Contractor or Parties: EVANS TRANSPORTATION

Effective Dates (From/To): 8-6-2016 8-6-2016

Amount of Original: 1080-

Amount of Modification: 0

Total Amount: 1080-

Funding Source: # 5150-20-7899 OR 4020-15-7730

Special Conditions/Terms:  
\_\_\_\_\_

Brief Description of Purpose:  
TRANSPORT YAU KUMA ITAPAN PARTICIPANTS AND CHAPERONES TO/FROM  
Need to be brief but specific. If an amendment reference the prior background.  
REDDING WATER WORKS ON 8-6-2016

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

Laura Olivas  
Requestor

7-20-2016  
Date

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Email confirmation - Fatima Abbas  
\_\_\_\_\_  
\*\*Director of Self Governance(MOU/MOA) or TERO (Contracts)

7/21/16  
Date

[Signature]  
Other

7/21/16  
Date

## Jaclyn Ownsbey

---

**From:** Fatima Abbas  
**Sent:** Thursday, July 21, 2016 6:37 PM  
**To:** Jaclyn Ownsbey  
**Subject:** RE: Agreement for Review

Yes, I'm still doing reviews on agreements. I reviewed and it looks fine. It doesn't explicitly call for a waiver of SI so none can be implied. Implicit waivers of SI arise when arbitration is mandated in an agreement as the exclusive dispute resolution option.

### Fatima Abbas

General Counsel, Karuk Tribe  
64236 Second Avenue  
Happy Camp, CA 96039  
530-643-1873  
[fabbas@karuk.us](mailto:fabbas@karuk.us)

---

**From:** Jaclyn Ownsbey  
**Sent:** Thursday, July 21, 2016 1:20 PM  
**To:** Fatima Abbas  
**Subject:** RE: Agreement for Review

Hi Fatima,

I have reviewed this agreement and noticed there is language regarding a lawsuit if they needed to collect payments due, that we would be liable for court costs and attorney fees.

Will we need a waiver of sovereign immunity for this?

---

**From:** Jaclyn Ownsbey  
**Sent:** Wednesday, July 20, 2016 1:40 PM  
**To:** Fatima Abbas  
**Subject:** Agreement for Review

Ayukii Fatima,

Attached is an agreement for your review. You are still reviewing all agreements correct? If not, let me know and I can have the appropriate person review.

Sincerely,  
Jaclyn Ownsbey  
Grants Coordinator  
Karuk Tribe  
(530) 493-1600 ext. 2022



**Rick Evans Transportation, Inc.**  
**dba Evans Transportation**  
**422 Allen Street**  
**Yreka, CA 96097**  
**(530)842-5424 (530)842-5059 fax**  
**PROPOSAL AND CONTRACT**

Date: June 24, 2016  
Name: Karuk Tribe Attn: Laura O. Telephone: 530-493-1600 Ext.2026  
Address: PO Box 1016, Happy Camp, CA 96039  
Trip # Sat. 8/06/16 Destination: Yreka, CA to Water Slides, Redding, CA

See Attachment "A"

The undersigned agrees to furnish and provide the necessary transportation equipment and driver to do, perform and complete in a good workmanlike manner the following transportation needs for the sum of \$ One Thousand Eighty Dollars & 00/100 Dollars \$ 1080<sup>00</sup> estimate.

Any alterations or deviation from the above involving extra cost of equipment or labor, will be executed only on written orders for the same and will become an extra charge over the sum mentioned above. Prices established on quotes are subject to change if fuel goes over \$4.00 per gallon. Confirmed Charters are responsible for returning the bus in acceptable condition. If bus is left in unacceptable condition, the charter group will be charged for extra cleaning service, and / or repairs for any damages to the bus.

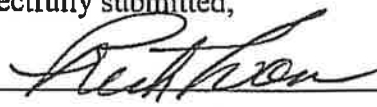
All agreements must be in writing. Amounts not paid within 30 days of statement date are subject to a service charge of 1-1/2% per month on the unpaid balance. (Annual percentage rate 18%)

In the event that it becomes necessary to institute suit or employ an attorney to collect any payment of the payments due the undersigned for equipment and/or driver under this agreement or any modification thereof, then you shall be liable to the undersigned for court costs and attorney's fees; said attorney's fees shall be in an amount equal to one-third of the amount for which recovery is prayed.

**Terms of payment shall be as follows: A non-refundable 50% Deposit at confirmation of trip and the remaining balance upon completion of trip.**

This proposal is void if not accepted within 10 days, due to scheduling.

Respectfully submitted,

By, 

Date \_\_\_\_\_ Acceptance \_\_\_\_\_

**Rick Evans Transportation, Inc.,  
dba Evans Transportation  
422 Allen Street  
Yreka, CA 96097  
(530) 842-5424  
Fax (530) 842-5059**

**Attachment "A"**

June 24, 2016

Karuk Tribe  
PO Box 1016  
Happy Camp, CA 96039

Attn: Laura O.

Re: (1) Charter Bus for Saturday 8/6/16 Trip as described below

Depart Karuk Housing, Yellow Hammer, Yreka, CA on Saturday 8/6/16 by 9:30am,  
travel to Water Slides at 151 N. Boulder Ln., Redding, CA for the day.

Depart Water Slides, Redding, CA at 5:00pm for return trip to Karuk Housing,  
Yellow Hammer, Yreka, CA. Return to Yreka, CA by 7:00pm

No planned stops for meals. Trip is based on 200 miles (round trip), driver's time and meal. If miles traveled and/or driver's time exceeds amount on quote, there will be an additional invoice to cover these costs. If the Charter Bus requires extra interior cleaning, there will be an additional invoice to cover this cost.

A 50% non-refundable deposit is required at time of confirmation and the remaining balance due upon completion of trip.

Thank you for the opportunity to provide transportation for your special event.

Sincerely,



Rick Evans, President

\_\_\_\_\_  
Accepted by:

\_\_\_\_\_  
Date:



# CERTIFICATE OF LIABILITY INSURANCE

EVANS02 OP ID: W6

DATE (MM/DD/YYYY)  
04/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> InterWest Insurance Services License #0B01094 310 Hemsted Dr., Suite 200 Redding, CA 96002-0935 Steven L. Williams, CIC, CRM		<b>CONTACT NAME:</b> Mindy Whitehouse <b>PHONE (A/C No., Ext.):</b> 530-722-2602 <b>FAX (A/C, NB):</b> 530-722-3551 <b>E-MAIL:</b> mwhitehouse@iwins.com <b>ADDRESS:</b>	
<b>INSURED</b> Rick Evans Transportation, Inc 422 Allen Street Yreka, CA 96097		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Interstate Ins Co NAIC # 32620 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	GLR013912904	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Excluded MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAR013912903	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payment \$ 5,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garagekeepers Liab		GLR013912904	04/01/2016	04/01/2017	Location 150,000 Ded 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
As respects to General Liability, Additional Insured status applies per attached endorsement.

<b>CERTIFICATE-HOLDER</b>  KARUK01  Karuk Tribe 64236 2nd Avenue Happy Camp, CA 96039	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY ENTITY FOR WHOM YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF REQUIRED BY WRITTEN CONTRACT PRIOR TO AN "OCCURRENCE" OR LOSS	ALL COVERED PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who is An Insured** is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the locations(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance

does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## Exclusions Search Results: Entities

No Results were found for

Rick Evans Transportation, Inc.

Evans Transportation

 If no results are found, this individual or entity (if it is an entity search) is not currently excluded. Print this Web page for your documentation

[Search Again](#)

Search conducted 7/20/2016 4:20:23 PM EST on OIG LEIE Exclusions database.  
Source data updated on 7/12/2016 1:23:00 PM EST.

USER NAME  PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

# Entity Dashboard

[Entity Overview](#)

- › [Entity Registration](#)
  - › [Core Data](#)
  - › [Assertions](#)
  - › [Reps & Certs](#)
  - › [POCs](#)
- › [Exclusions](#)
  - › [Active Exclusions](#)
  - › [Inactive Exclusions](#)
  - › [Excluded Family Members](#)

[RETURN TO SEARCH](#)

## RICK EVANS TRANSPORTATION, INC.

DUNS: 078878729 CAGE Code: 6YD91  
Status: Active

422 Allen St  
Yreka, CA, 96097-2602,  
UNITED STATES

Expiration Date: 12/01/2016  
Purpose of Registration: All Awards

### Entity Overview

#### Entity Registration Summary

Name: RICK EVANS TRANSPORTATION, INC.  
Business Type: Business or Organization  
Last Updated By: Rick Evans  
Registration Status: Active  
Activation Date: 12/02/2015  
Expiration Date: 12/01/2016

#### Exclusion Summary

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.P.48.20160624-1124

WWW7



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**KARUK TRIBE**

**Judicial System & Programs**

**Administrative Office**

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

**COUNCIL REPORT 7/27/2016**

**I. ACTION ITEMS: (NONE)**

**II. TRIBAL COURT REPORT DATA**

Month-Year Activity	July-15	Aug-15	Sept-15	Oct 15	Nov 15	Dec 15	Jan 16	Feb 16	Mrch 16	April 16	May 16	June 16
# Of Cases	1	5			7	5	7	1	5	2	4	5
<b>TYPES OF CASES</b>												
Guardianship	1	3			3	2	3		1	1		1
Custody/Visitation		1			4	3	1	1	3	1	3	3
Child Welfare		1					3		1		1	1
Access Center				4	3	1	7	3	10	5	9	12

**III. 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 <b>Awarded</b> \$725,366.00 Term Dates: 10/1/2012 <i>Extended to</i> 09/30/2016 9/30/2013-\$112,586.71 direct costs spent and \$14,740.00 Indirect /18% of grant spent 9/30/2014-\$57,109.16 direct costs spent and \$14,778.00 Indirect/27% of grant spent 9/30/2015-\$156,339.25 direct costs spent and \$36,240.00 Indirect/54% of grant spent <b>10/01/2015-9/30/2016 Remainder of Grant:\$333,572.88</b> Month To Date:\$16,893.22 Year to Date: \$129,935.30 Outstanding Encumbrances \$660.88 <b>Unencumbered Balance: \$205,976.70</b>	72% of grant spent
--	--------------------

**Project Title: Karuk Transitional Housing Program**

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

**Deliverables\Tasks Updates:**

1.) # of bed nights	60
2.) # of Victims/Served/Referrals	2/1
3.) # of Services Provided	21(8 transportation)
4.) Community Education	
5.) Outreach Activities	Tribal Reunion
6.) Coordinated Community Response Meetings	Partner-N.California Tribal Court Coalition-Non-profit, non-governmental; Tribal Victim/Court services organization; Pikyav Advisory ; Partner-SisQ D.V& Crisis Center; 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
7) Meetings	5

**SUMMARY-**The Transitional Housing Program had six (6) inquiries for prospective participants and gave out five (5) applications with only one (1) being returned.

**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
Appropriations:\$449,876.69	Month To Date:\$7,949.18	Year to Date: \$129,208.45
Outstanding Encumbrances \$749.94	Unencumbered Balance: \$319,918.30	% Used: 29%

**Project Title: Karuk Tribal Judicial System Pikyav D.V. Services Program**

**Objectives:** Increase access & availability of culturally appropriate counseling/support and advocacy services to eligible victims and provide culturally relevant outreach, awareness and educational activities to the teen population and Tribal community; Provide assistance via our “legal access centers” to eligible victims of domestic violence, dating violence, sexual assault or stalking who need assistance with legal issues that are a result of the abuse.

**Deliverables\Tasks Updates:**

1.) Victims/Survivors received services	7
2.) # of Services Provided	16(1 transportation)
2.5) # of Referrals out	1
3.) Screenings	0
4.) Community Education	
5.) Coordinated Community Response	1. Project Connect Meeting-Hoopa 2. Yav Pa Anav 3. Pikyav DV Advisory Committee 4. DA Roundtable Humboldt 5. NCTCC
6.) Outreach Activities	(16) Youth attended the Tribal Reunion-Teen Dance
7.) Webinars/Trainings	5
8.) Meetings/	2

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

Program Code:5094-12	Awarded \$74,975	Term Dates: 10/1/14-03/31/16	<i>Extended to 06/30/2016</i>
Year to Date: \$61,039.11			
Total overall % used: 81% ( In Process of closeout final fiscal will be done next week.)			

**Project Title: Karuk Tribal Justice System Strategic Plan**

**Goal:** Develop a Comprehensive Strategic Plan to guide a multi-pronged approach promoting the safety and wellness of the communities within the Karuk Service Area.

**Deliverables\Tasks Updates:**

Establish Planning Team	Completed in months 1-3
RFP 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 <sup>st</sup> revision presented at July 2015 Council Meeting 10/15/15 Planning Meeting with Council discussed incorporating Mediation, Clerk Project & CASA into Strat plan. (Court Enhancement Infrastructure under area 3). Submitted to DOJ for review.
Draft submitted to Grant Program Manager	Completed 10/ 2015 reporting period/re-emailed to Dara Schulman2/2016. .
Request for Extension	Administrator submitted 2/28/16. Approved Extended to 06/30/16.
BJA PMT Data Reports	Submitted: 1/30/15; 4/30/15; 7/30/15; 10/30/15; 1/30/16-preparing for final report.
Progress Reports	Grant Reports 1)-1/30/15; 2)-7/30/15; 3)-1/30/16 Submitted & Approved



**GRANT#4 G-15QNCAFPVS- Family Violence Prevention Services Program**

Program Code: 5052-02 Awarded \$45,098.65 Term Dates: 10/1/2014-09/30/2016  
 Appropriations:\$45,098.65 Unencumbered Balance: \$25,637.03 % Used: 43.15%

**Project Title:** FVPSP **Objectives:** Provide assistance to victims of family violence & outreach & education.

**Deliverables/Tasks Updates:**

<b>1.) #of Victims/Survivors Served</b>	<b>8</b>
<b>2.) # of Support Services Provided</b>	<b>19</b>
<b>3.) Outreach and/or Education Provided</b>	
<b>4.) Referrals</b>	<b>6</b>

**GRANT#5 2015 VRGXK048-DOJ/OJP/OVC-Tribal Victim Assistance Program**

Program Code: 5094-13 Awarded \$353,757.00 Term Dates: 10/1/2015-09/30/2018  
 Appropriations:\$353,757.00 Month To Date:\$5092.67 Year to Date: \$75,446.90  
 Outstanding Encumbrances \$769.02 Unencumbered Balance: \$277,541.08 % Used 21.54%

**Project Title:** Tribal Victim Assistance Program

**Objectives:** 1.) Collaborate with key stakeholders to achieve a victim centered response, 2.) Identify critical needs of crime victims and gaps in existing community response, 3.) Collaborate with technical assistance provider and other grantees throughout the life of the project

**Deliverables/Tasks Updates:**

<b>1.) Recruit, interview, hire and train Tribal Liaison</b>	Completed-New Hire Orientation 1/22/16.
<b>2.) Attend Required CTAS/OVC trainings and orientations.</b>	Completed-Administrator and Fiscal attended February 1st and 2nd, 2016, and PA 7 (Office for Victims of Crime): February 3rd and 4th
<b>3.)Activities</b>	June Outreach events, publications produced for distribution.  1. Project-“Community Needs Assessment” victim assistance discussion group/surveying Happy Camp 6/6 and Yreka 6/10 and 6/21 in Orleans 2. Surveying at Tribal Reunion 6/25
<b>4.) Victim Support/Referrals</b>	<b>3</b>
Training/Enrichment	6/15-6/16-Entrepreneur Training

**GRANT#6 2015 DCBC 0012-DOJ/OJP/OJJDP-Tribal Juvenile Justice Wellness Court**

Program Code: 5094-14    Awarded \$ 320,000    Term Dates: 10/1/2015-09/30/2018 Month To Date:\$5,179.81                      Year to Date: \$49,079.92    Outstanding Encumbrances \$145.00 Unencumbered Balance: \$270,775.08      % Used 15.38%
--

**Vision Statement:** Empowered tribal youth and families that have taken control of their destiny, they are utilizing their culture and traditional support systems. **Mission Statement:** Provide access to culturally responsive behavioral health/ support services and activities to eligible Karuk Youth and their families who are out of balance, with their mind, body and spirit.

**Goal 1:** *Design an operational Tribal Juvenile Healing to Wellness Court that offers culturally informed, holistically structured and phased alcohol and drug abuse treatment and rehabilitative services, to eligible at-risk involved tribal youth within 36 months*

**Objective 1(A)** *By the end of 36 months 45 low risk juvenile offenders and re-entering offenders residing within Karuk communities will have been provided culturally appropriate Juvenile Healing to Wellness Court Services.*

**Objective 1(B)** *By the end of 36 months the number of formal collaborative partners, community partners, and culturally informed stakeholders that can benefit and enhance the overall quality of services offered through the Karuk Juvenile Healing to Wellness Court will increase from five (5) to twelve (12).*

**Objective 1(C)** *By the end of 12 months Community of Practice Series focusing on Strategic Planning Toolkit will be completed.*

**Deliverables\Tasks\Activity-Updates:**

1.) Recruit, interview, hire and train Tribal Liaison	A.) <u>1/21/16</u> . Completed-Compliance Officer & HTWC Coordinator hired.
2.) Attend Required Orientation & CTAS trainings.	A.) <u>December 10, 2015</u> OJJDP Grantee Orientation Webinar attended by Team at which time we were given a slide show and a page entitled "Deliverables to Meet our Special Conditions."  B.) <u>February 1st &amp; 2nd, 2016</u> . Reno, Nevada, CTAS Orientation Attended by HTWCC, Administrator and Fiscal representatives.  C.) OJJDP Webinars for Grantees. "The team (HTWCC, C.O., Administrator, Director of CFS and AOD Program Coordinator attend monthly Webinars the 4th Tuesday of every month.
3.) Meeting Special Conditions Training and technical Assistance Needs Assessment –to be completed by ICCTC by February 12, 2016. The Target Date for the Special Conditions has been extended to June 30, 2016 by OJJDP. .	A.) From: Rangel, Anna C (HSC) Sent: Thursday, May 05, 2016 12:54 PM Notes on Implementation Plan and Special Conditions  The Target Date for the Special Conditions - <u>June 30, 2016</u> by OJJDP. As part of the special conditions, so far <b>your</b> program has completed the following: Technical Needs Assessment (TA Coordinator) <b>Complete</b> . Community Readiness Assessment & Report (Tribal Program) <b>Complete</b> . Implementation Plan (Tribal Program) <b>Complete</b> . Individualized Technical Assistance Plan (TA Coordinator) <b>Complete</b> .

The Program Staff conducted Brief Intervention Surveys following the CRAFT tool at the Tribal Reunion. Twenty Nine (29) Surveys were completed and youth were entered into a raffle for three (3) prizes. The purpose of the tool is to further understand the risk level of youth ages 12-21. The Reunion data has not been compiled however below are the results from the May 20, 2016 Youth Healing to Wellness Workshop held at the Happy Camp High School.

Healing to Wellness Court Survey was conducted at the Youth Healing to Wellness workshop on May 20, 2016. Karuk Healing to Wellness Court conducted such surveys to get a greater understanding of **THE ISSUE**, of which our programs was funded for. The Karuk Healing to Wellness definition of (**THE ISSUE**) is Alcohol and other Substance Abuse and related crimes affecting our youth and their families.

Karuk Healing to Wellness Court utilized the following tool CRAFT to conduct the surveys. Both the Court Coordinator and Compliance Officer attended training on Brief Interventions where the tool was provided for use.

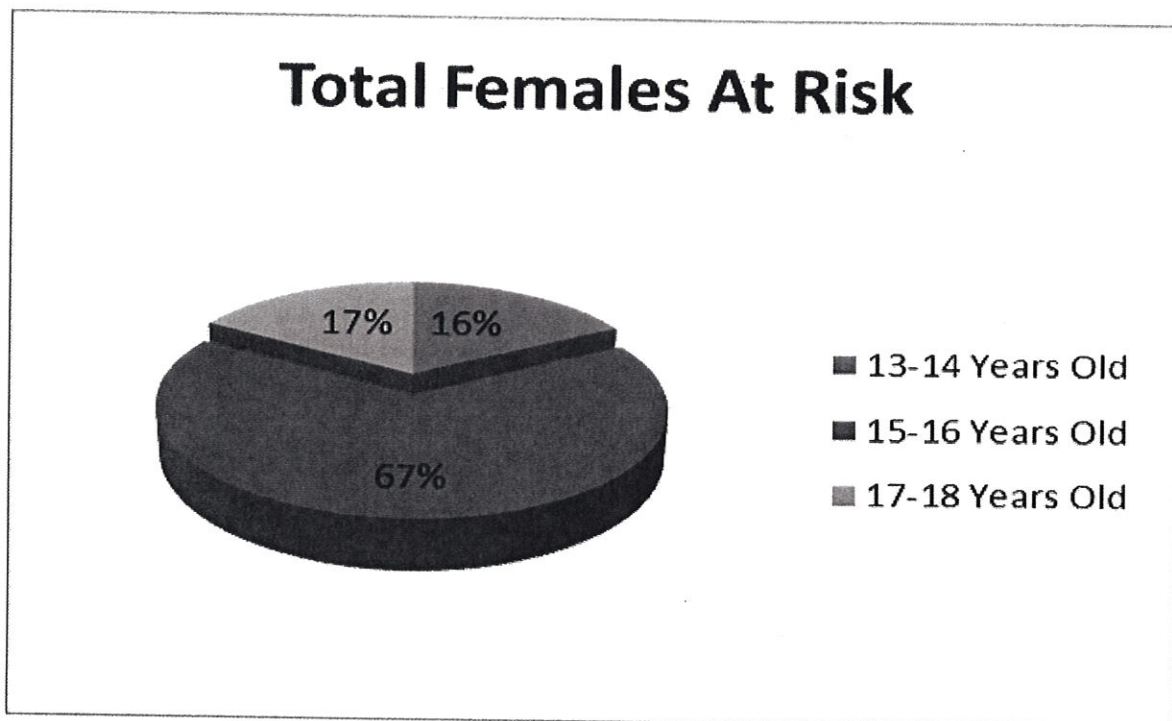
The court decided to use the tool as it gathered the most information without being too invasive. The purpose of the tool is to further understand the risk level of 8-12 grade students. Checking two or more of the five questions meant that further assessment is needed.

**The results show that out of the 52 surveys conducted 26 Females and 26 Males.**

**16% of 13-14 year old Females needed further assessment**

**17% of 17-18 year old Females needed further assessment**

**67% of 15-16 year old Females needed further assessment.**

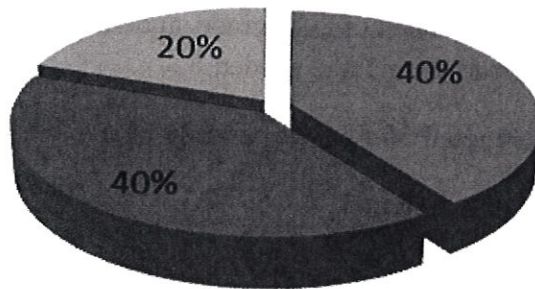


40% of 13-14 year old Males need further assessment

40% of 15-16 year old Males need further assessment

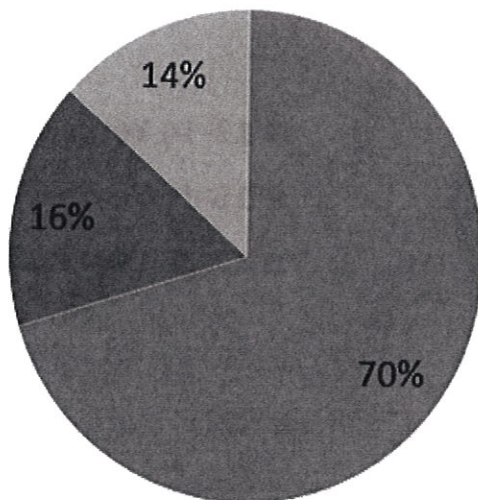
20% of 17-18 year old Males need further assessment

## Male At Risk



- 13-14 Years Old 1 13-14 Years Old
- 15-16 Years Old 4 15-16 Years Old
- 17-18 Years Old 1 17-18 Years Old

## Percentage of Total Youth at Risk



- Total Number of Participants(52)
- Total Number of Female At Risk
- Total Number of Male At Risk