

**KARUK TRIBE
COUNCIL MEETING AGENDA**

Thursday, December 15, 2016, 3 PM, Orleans, 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 (November 17, 2016)

H) OLD BUSINESS (Five Minutes Each)

1.

I) GUESTS (Ten Minutes Each)

1.

II) DIRECTOR REPORTS (Ten Minutes Each)

1. Bari Talley, People's Center Coordinator (written report)
2. Leaf Hillman, DNR Director (written report)
3. Sandi Tripp, Director of Transportation (written report)
4. Lester Alford, TANF Director (written report)
5. Emma Lee Perez, Contract Compliance (written report)
6. Eric Cutright, IT Director (written report)
7. Laura Mayton, Chief Financial Officer (written report)
8. William Guevara, KTHA Director
9. Dion Wood, TERO/Childcare Director
10. Rose Butterfly, Education Coordinator
11. Dora Bernal, HR Director
12. Scott Quinn, Director of Land Management
13. April Attebury, Judicial Systems Administrator

14. Karen Derry, KCDC Operations Manager (written report)

K) REQUESTS (Five Minutes Each)

M) PHONE VOTES (Five Minutes Each)

1. Request approval of 90 treatment for D01948. Passed.
2. Request approval of procurement and allow the purchase of medical refrigerator, \$5,579. Passed.

M) INFORMATIONAL (Five Minutes Each)

N) COMMITTEE REPORTS (Five Minutes Each)

- 1.

OO) CLOSED SESSION (Five Minutes Each)

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

P) SET DATE FOR NEXT MEETING (January 26, 2017 at 3PM, Yreka, CA)

R) ADJOURN

**Karuk Tribe – Council Meeting
November 17, 2016 – Meeting Minutes**

Meeting called to order 3pm by Chairman Attebery

Present:

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

Absent:

None

Buster read the Mission Statement and Sonny Davis completed a prayer for the audience.

Agenda:

Elsa Goodwin moved and Robert Super seconded to approve the agenda with changes, 8 haa, 0 puuhara, 0 pupitihara.

Consent Calendar:

None at this time.

Minutes of October 27, 2016:

Elsa Goodwin moved and Michael Thom seconded to approve the minutes of October 27, 2016, 6 haa, 0 puuhara, 2 pupitihara (Elsa Goodwin / Robert Super).

Acknowledgment:

Buster Attebery then acknowledged Elsa Goodwin for her service to the Tribal Council for the last four years. He also thanked her for previous years of work for the Tribal people. The Tribe appreciates her work and demonstrated their appreciation of her service to the people and the Membership.

Election Committee:

Dolores Voyles and Muriel Ward are present for the Election Committee. They announced their appreciation for Elsa’s service. They called up Alvis Johnson and he took his oath of office as recently elected Member at Large. He shall serve the Happy Camp District for the next four years.

Muriel Ward then called up Joseph Waddell for his oath of office. The Council and audience welcomed Jody to his elected seat in which he will serve the Happy Camp District for four years.

Elsa Goodwin stepped down and Jody Waddell and Bud Johnson assumed their positions.

Director Reports:

1.) Bari Talley, People’s Center Coordinator:

Bari is on travel, report provided.

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

2.) Leaf Hillman, DNR Director:

Leaf is not present, report provided.

Sinead is present to present a few DNR action items during that reporting time slot. Sinead distributed a proposal to fund trainings and digital trainings. Bari is aware of this grant opportunity. Buster asked if this will include training for students. Sinead reported that it will include training for some HSU students as well as local high school youth. Sinead reported that this funding will allow for uploaded 3D images for persons to study different basket designs and learn about them for their individual projects or informational. Jody asked if there is a cost share but it was reported that there is not. The HSU facilitator will submit their resume to make the proposal compliant with the request for a consultant resume.

Robert Super moved and Jody Waddell seconded to approve resolution 16-R-184, 8 haa, 0 puuhara, 0 pupitihara.

Alex then presented is an agreement 17-A-007 for cultural monitor agreement. It provides for cultural monitor work that is being done in Seiad. The agreement is with AT&T.

The agreement was approved from Compliance on November 8th so he is surprised that it isn't in the packet. Alex noted that it is difficult to get items through compliance and to the Council in a timely manner. Josh suggested that within the scope of work, the notation of notifying the County Coroner would be done but there should be a different notification for culturally relevant items. Alex reported that NAGPRA applies. Alex explained that that may need to be clarified in the scope of work. Alex will work on that language to future scopes of work.

Josh Saxon moved and Michael Thom seconded to approve agreement 17-A-007, 8 haa, 0 puuhara, 0 pupitihara.

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

3.) Sandi Tripp, Director of Transportation:

Sandi is present to review her report. She has two action items. She first sought approval of a contract 17-C-010 for a contract between Karuk Tribe and WDG California. They are the entity that is building the casino. The agreement will provide for some road work to the casino project.

Dion noted that he did not get to review the contract. Dion noted that TERO is not a policy but it is an ordinance. He noted the changes in the contracts that were not reflected in the contract. Sandi reported that the reason TERO is waived on all the other funds that are going into the casino was due to fees paid by the Tribes loan, and TERO should be waived on her contract as well as it is related to the casino project. Dion noted that it is an assumption; the tribal funds are not discretionary funds. Sandi noted that she did assume that TERO was going to be waived on the funds that were going into the casino project. The item will be tabled to closed session with Laura Mayton present.

Josh Saxon moved and Michael Thom seconded to table the contract to closed session, 8 haa, 0 puuhara, 0 pupitihara.

Sandi then sought approval for travel. It is to participate in “everyday counts” tribal summit. It is through the Federal Highways Administration. It is a local aid level and she believes it will be in the Tribes favor to participate. The first travel is to Austin TX., December 6-7, 2016.

Renee Stauffer moved and Sonny Davis seconded to approve out of state travel for Sandi Tripp to Austin TX, December 6-7, 2016, 8 haa, 0 puuhara, 0 pupitihara.

Josh asked about the paving on Red Cap Road and it cracking. Sandi has made a complaint regarding this with the contractor. She noted that this is unfortunate but it will be taken care of. Taking a company’s bond is a step to take but they are hoping not to take it that far.

Josh Saxon moved and Sonny Davis seconded to approve Sandi’s report, 8 haa, 0 puuhara, 0 pupitihara.

4.) April Attebury, Judicial Systems Administrator:

April is not present, report provided.

Renee Stauffer moved and Michael Thom seconded to table April’s report, 8 haa, 0 puuhara, 0 pupitihara.

5.) Karen Derry, Operations Manager:

Not present, report provided.

Arch Super moved and Renee Stauffer seconded to table the KCDC report, 8 haa, 0 puuhara, 0 pupitihara.

6.) Lester Alford, TANF Director:

Lester is present to seek approval of a TANF client to travel out of state for a client.

Renee Stauffer moved and Jody Waddell seconded to approve out of state travel for a client to Alabama, 8 haa, 0 puuhara, 0 pupitihara.

He then presented a position description for approval. It is a major revision of a current employee position description. Both TERO and HR have read and reviewed the position description.

Josh Saxon moved and Bud Johnson seconded to approve revised position description for TANF, 8 haa, 0 puuhara, 0 pupitihara.

Lester then reported that the client caseload has dropped. The work participation rate has not been reported but that is due to the early Council meeting. Josh asked about the snapshot of the work participation rate it seems regular but inaccurate because the reports will not include the most beneficial data. Lester agrees and will alter the dates to provide more accurate reporting.

CSD is out of funding but there is CSD homeless or homelessness prevention funding available.

The security window in Yreka is being installed. The staff performed some painting to assist the maintenance department. The language classes in Orleans are on Thursday’s. Josh asked if that could be changed. Lester will review that scheduling.

Lester did announce that the in home health providers would like a pay raise from \$9 per hour to \$10 per hour. This additional funding would need to come from Third Party.

Arch asked for Lester to be in closed session; however Lester reported that he has a family emergency that he must attend to.

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

7.) Eric Cutright, IT Director:

Eric is not present, report provided.

Arch Super moved and Bud Johnson seconded to approve Eric's report, 8 haa, 0 puuhara, 0 pupitihara.

8.) Bill Guevara, KTHA ED:

Bill is present to review his report. He commented that there were some construction projects on hold due to staff vacancies. Now with staffing, items are moving forward.

The LIHTC project in Yreka is moving forward. The second set of six homes will be ready for occupancy on 11/28. The Yreka Wellness Center in Yreka is moving into Phase II. The Resident Center in Happy Camp is moving along but they may hold a tribal auction on excess material at that location that is no longer needed.

The Yav Pa Anav Meeting is longer than expected but the information sharing is beneficial. The HUD TA that has been requested and should be coming soon. This will assist in reporting and tenant tracking. The BOC and staff will receive onsite training soon.

He has had staff meetings with surveys and he will gain information from that item and discussions on to improve employee morale.

He had a lot of follow-up items from the KTHA BOC. He updated the Council on training that he attended included rural housing summit. It was determined that sharing funding in rural areas may be an avenue to consider. Additional travel will be the NAIHC legal symposium that is upcoming.

His action items are to rescind 5 previous resolutions and re-approve new resolutions. Buster asked about the 5 resolutions that need approved. Scott reported that the previous resolutions had some old language in them and the BIA now wants the Indian Land Consolidation Act.

Renee Stauffer moved and Jody Waddell seconded to rescind resolution 16-R-132 and approve resolution 16-R-188, 8 haa, 0 puuhara, 0 pupitihara.

Renee Stauffer moved and Bud Johnson seconded to rescind resolution 16-R-104 and approve resolution 16-R-189, 8 haa, 0 puuhara 0 pupitihara.

Michael Thom moved and Jody Waddell seconded to rescind resolution 16-R-131 and approve resolution 16-R-190, 8 haa, 0 puuhara, 0 pupitihara.

Robert Super moved and Renee Stauffer seconded to rescind resolution 16-R-095 and approve resolution 16-R-191, 8 haa, 0 puuhara, 0 pupitihara.

Renee Stauffer moved and Michael Thom seconded to rescind resolution 16-R-098 and approve resolution 16-R-192, 8 haa, 0 puuhara, 0 pupitihara.

Buster commented that Cabazon Tribe receives housing funding yet their Membership doesn't qualify for it. According to Morongo Tribe when this happens those Tribes could pass that money on to a needy Tribe in their district. Buster asked if there are some Tribes that obtain this funding and if they could pass it on to needy tribes.

Renee Stauffer moved and Jody Waddell seconded to approve Bill's report, 8 haa, 0 puuhara, 0 pupitihara.

9.) Laura Mayton, CFO:

Laura is present to review her report. She sought approval of a small grant under resolution 16-R-186 for equipment for the obstacle course.

Renee Stauffer moved and Josh Saxon seconded to approve resolution 16-R-186, 8 haa, 0 puuhara, 0 pupitihara.

She then sought approval of the Senior Nutrition grant application under resolution 16-R-187. It is an undetermined amount of funding but they will provide what they can. This item may have made the consent calendar but it didn't.

Josh Saxon moved and Bud Johnson seconded to approve resolution 16-R-187, 8 haa, 0 puuhara, 0 pupitihara.

She then reported that she is preparing for the Tribes audit. They are preparing to move forward on the casino project.

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

10.) Dion Wood, TERO / Childcare Director:

Dion is present to review his report. He is looking forward to the casino project so that he can be a part of the recruitment and hiring strategy. COS has offered to be a partner which is exciting. They will also pull in other employment strategy with local services.

Dion reported that a joint project or a tribal influence could be to include tribal members to work on the Hwy 263 bridge project.

Josh Saxon moved and Sonny Davis seconded to approve travel for Lavon Kent to Las Vegas, NV., 8 haa, 0 puuhara, 0 pupitihara.

Dion asked the Council if they wanted to view the quarterly reports as submitted to EEOC. It will be a part of the process as informational.

The childcare plan has still not been approved however a tentative approval has been done. He will now be accepting applicants.

Dion then sought approval of a VISA and phone for Rose Butterfly and one smart phone for Elaine Randolph.

Renee Stauffer moved and Michael Thom seconded to approve the TERO report, 8 haa, 0 puuhara, 0 pupitihara.

Buster thanked Dion for his special help and covering the Tribe and assisting the educational goals of students. Buster noted that it could be time consuming but he thanked Dion for jumping in and helping the department and employees.

11.) Rose Butterfly, Education Coordinator:

Rose is present to review her report. Rose thanked Dion for mentoring her and showing her the ropes.

She reported on her budgets that are administered through her department. There are tutors that are being brought on and that will include a meeting with TANF.

The program has two student service coordinators so they are fully staffed.

Open house in Yreka went well and it included interaction on services that the children and parents would like to see.

She then reported that she would like to do bulletin boards that allow for education and cultural component of the Karuk Tribe. Cassidy has transitioned her office to the Happy Camp Computer Center, which allows for coding club and meeting grant deliverables.

She had her first team meeting yesterday. She believes that it is important to have that face-to-face time and will allow for staff to get to know each other and meet the program goals.

Renee asked about Orleans not having a tutor. Rose reported that there are two tutors for Orleans and they are in the process of getting them approved.

Renee Stauffer moved and Arch Super seconded to approve a VISA \$2,500 limit for Rose Butterfly, smart phone for Rose and a smart phone for Elaine Randolph, 8 haa, 0 puuhara, 0 pupitihara.

Last year the N7 grant was submitted but it was not funded. She may review that avenue for funding and determine if that is a viable project moving forward.

Michael Thom moved and Renee Stauffer seconded to approve the Education report, 8 haa, 0 puuhara, 0 pupitihara.

12.) Dora Bernal, HR Director:

Dora is present to provide her report. She has a few action items. She updated the Council on a change to vision insurance for the employees. An update from Cypress to VSP was provided. It was noted that the vision insurance was a concern and not covering several services that employees needed.

Arch Super moved and Michael Thom seconded to approve changing vision insurance carriers to VSP, 8 haa, 0 puuhara, 0 pupitihara.

She then sought approval of procurement for tables and chairs for the Yreka Wellness Center. It is slated to seek KTHA to pay for half.

Arch Super moved and Renee Stauffer seconded to approve procurement and allow the purchase of tables, chairs and racks from Quill and KTHA BOC to be requested to pay half, 8 haa, 0 puuhara, 0 pupitihara.

She then updated the Council on the Holiday party. The total employees will be 287. The planning committee for the Holiday party will provide an agenda to the Tribal Council next week.

She is looking at setting up some training for the Management Team. She will update that information at a later time.

Renee Stauffer moved and Jody Waddell seconded to approve Dora's report, 8 haa, 0 puuhara, 0 pupitihara.

13.) Scott Quinn, Director of Land Management:

Scott is present to provide his report. Scott updated the Council on his land activities for the last month. He has continued to work on trust property applications that are ongoing.

Scott then highlighted the reminder of his activities, noting he passed his notary exam. He conducted a walk-thru of the 412 Center St for new tenant.

Scott reported that there are rock projects that can be done and it is beautiful from the rock at the casino site. A gentleman wants to purchase the rock and make his own projects. He donated one bench for the Tribe to view what he creates. The Tribe alternatively could purchase the machine and do their own work, barter, or sell the rock. Scott will work with Karen on this developing project.

The Tishanik property needs to be property put into trust but KTHA put a portion into trust for them. Also, he is asking to have the Tribe pay for a portion of fee to trust application process.

Josh Saxon moved and Bud Johnson seconded to pay for ½ the fees for the Tishanik fee to trust costs, not to exceed \$5,000, 8 haa, 0 puuhara, 0 pupitihara.

Scott then reported that a year ago he requested to sell three trailers at the White Mountain Estates property. He attempted to sell them but nobody wanted them, so he is now requesting to give them away. Josh requested that Scott roll them into the Tribes auction. He would also include a time frame in which they must be removed.

Josh Saxon moved and Bud Johnson seconded to approve 3 trailers to go into the Tribes auction, 8 haa, 0 puuhara, 0 pupitihara.

Michael Thom moved and Bud Johnson seconded to approve Scott's report, 8 haa, 0 puuhara, 0 pupitihara.

14.) Emma Lee Perez, Contract Compliance:

Emma Lee is present to provide her report. Her report is primarily financial and is an accounting of the grants that she oversees.

Robert asked how advertisement is being done for homeless persons. Emma Lee noted that it is through the LIAP office or referrals.

The ICDBG mandatory pre-bid meeting took place. Butch Crocker is going to clear that property and haul some trees away and store them at the ranch for future wood needs if elders may need it.

Josh Saxon moved and Renee Stauffer seconded to approve Contract Compliance report, 8 haa, 0 puuhara, 0 pupitihara.

Informational Item:

1.) Renee Stauffer, OR District Representative:

Renee updated the audience on a recently held Orleans District Meeting. There was no agenda but a discussion time for Tribal Members and Council representatives. Some items discussed were the youth and them malingering in town and working youth. There is a gap in a skill set for 20 year or 30 year olds because they are a generation of growing marijuana. There are few jobs available but there are some needed items for the areas related to training to prepare them to enter the workforce. A skill set or training could be done to train a few younger persons. They attempt to have District Meetings 3 times a year.

Closed Session:

Josh Saxon moved and Bud Johnson seconded to approve ordering Jody's VISA, Phone and Notebook, 7 haa, 0 puuhara, 0 pupitihara

Robert Super moved and Jody Waddell seconded to approve seating Michelle Spence to the Election Committee as an alternate, 8 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Bud Johnson seconded to pay up to \$900 for Tribal Elder to be transported to hospice/elder care, 8 haa, 0 puuhara, 0 pupitihara.

Informational: updated items were provided regarding KTHA referrals.

Josh Saxon moved and Renee Stauffer seconded to purchase the laptop/notebook at value as identified by IT Director, 7 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

Informational: it may be indicated to have a Judicial Steering Committee (5 persons).

Buster and Robert excused from the meeting.

Informational: Council Members discussed chain of command and alternative means of communication with employees. Tribal Council was reminded to follow general principals of the policies of the Tribe to ensure consistency.

Informational: reminder to Council Members to hold District Meetings in each area. This allows Tribal Members the ability to have non-formal communication with their elected officials.

Robert Super moved and Renee Stauffer seconded to approve resolution 16-R-180, 8 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Bud Johnson seconded to approve agreement 17-A-008, 8 haa, 0 puuhara, 0 pupitihara.

Robert Super moved and Sonny Davis seconded to approve agreement 17-A-005, 8 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Michael Thom seconded to deem Scott River Builders as eligible bidders, 8 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Renee Stauffer seconded to approve the resolution 16-R-202, 8 haa, 0 puuhara, 0 pupitihara.

Informational: several staff present with Tribal Member RA to discuss wrap-around services failing. Tribal Council will add this to their upcoming agenda and seek resolve to several aspects of program assistance.

Consensus: for the HR Director to follow up on complaint regarding Tribal Member TV and determine process being followed and documented.

Council Directive: As follow up employee will at minimum call in to meetings if not able to be present at the meeting location.

Consensus: to move forward on the billboard option.

Michael Thom moved and Robert Super seconded to allow for termination of MC, 5 haa, 1 puuhara (Michael Thom), 1 pupitihara (Arch Super).

Josh Saxon moved and Renee Stauffer seconded to approve contract 17-C-008 with Kathleen Davis, 6 haa, 0 puuhara, 0 pupitihara (Sonny absent for vote).

Josh Saxon moved and Bud Johnson seconded to approve contract 17-C-009 with Nell Sakota, 6 haa, 0 puuhara, 1 pupitihara (Robert Super).

Josh Saxon moved and Sonny Davis seconded to seat Jody Waddell to the KTHA BOC, 7 haa, 0 puuhara, 1 pupitihara (Jody Waddell).

Renee Stauffer moved and Josh Saxon seconded to approve seating Elsa Goodwin to the Election Committee, 8 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Bud Johnson seconded to approve Jody to be the CRIHB alternate, 5 haa, 0 puuhara, 2 pupitihara (Renee Stauffer/Jody Waddell).

Josh Saxon moved and Robert Super seconded to donate \$400 for holiday meals through the HC Resource Center, 7 haa, 0 puuhara, 1 pupitihara (Renee Stauffer).

Arch Super and Sonny Davis will determine donation locations in the Yreka area and begin to distribute those. Deadline will be 2 weeks to have this completed.

Employee drawing: Tawnia Johnson

Tabled reports: April's will be verified for reports that compare.

Consensus: to set the TANF representative meeting, ASAP.

Michael Thom moved and Jody Waddell seconded to waive the TERO fee for the roads project related to the casino project, 6 haa, 0 puuhara, 2 pupitihara (Arch Super / Renee Stauffer).

Josh Saxon moved and Michael Thom seconded to approve 17-C-010, with changes, 8 haa, 0 puuhara, 0 pupitihara.

Arch Super moved and Josh Saxon seconded to transfer supervision of Koovura Yee Shiip to be under Pat Hobbs but finance pass-through via KCDC, 8 haa, 0 puuhara, 0 pupitihara.

Consensus: change the theme on the Holiday Party.

Informational: Council Member noted his disappointment with the Tribe and the Housing Authority, as a Tribal Member.

Next Meeting: December 15, 2016 at 3pm in Orleans, CA

Adjourned at 11:07pm.

Respectfully Submitted,

Russell “Buster” Attebery, Chairman

Recording Secretary, Barbara Snider

Bari Talley, People's Center Coordinator

Report for Tribal Council Meeting on December 15, 2016
Reporting Period to November 10, 2016 to December 8, 2016

Action Item: None.

Karuk Intellection Property Rights – In early November, Karuk staff, including People's Center, Sípnuuk, DNR, Education, Law, Council trained with Dr. Jane Anderson (NYU) and Maria Montenegro (WSU) on Traditional Knowledge License & Labels to customize for Karuk-specific and discussed ideas for how and when to use them.

People's Center Coordinator traveled with Sípnuuk Advisors, Leaf and Lisa Hillman, to the Field Museum in Chicago to meet with NAGPRA staff Helen Robbins and Emily



Hayflick and Dr. Jane Anderson to explore the enactment of a pilot TK License and Labels project.

Staff were able to visit the Karuk holdings and will choose several items that we believe the labels project would provide more information to viewers and handlers about the item and how to care for it.

The Karuk Tribe, Adrienne Harling, Lisa Hillman, Leaf Hillman, Bari Talley and Angela McLaughlin submitted an article **Building Sípnuuk: a digital library, archives and museum for Indigenous Peoples** to Collection Management. This article includes Karuk history, discussion of indigenous intellectual property rights and the history of development of the **Sípnuuk Digital Library Archives and Museum**.

Grants

- **2015 NAGPRA Consultation/Documentation Grant (#NG-05-15-0107-15)** Peabody Museum of Archaeology and Ethnology)– 10/01/2015 to 11/30/2017. Karuk Team included female cultural mentor Wilverna Reece and female cultural practitioner Brittany Souza; male cultural mentor Leaf Hillman and male cultural practitioners Ben Saxon; Lisa Hillman People's Center Advisory Committee, and Bari Talley, People's Center Coordinator. Team traveled to the Peabody Museum on November 14 through 16th and met with Patricia Capone, Museum Curator and Director of Research and Repatriation, Katy Mollerud, NAGPRA Regional Coordinator and Sandra Dong, NAGPRA Coordinator. We were also able to meet with the Harvard University Native American Programs Director, and a Yurok graduate student, Blythe George. The Team was able to visit and photograph Karuk holdings. Bari and Lisa were also given an opportunity to discuss the Sípnuuk Project and the License and Labels project. The Team will meet to strategize our repatriation and documentation efforts over the next few months.



IMLS

- **2016 IMLS Native American Library Services Enhancement Grant** – 10/01/2016 to 09/30/2018. **“Xahávik: Digital Enhancement for Karuk Tribal Libraries’ Web”** – Sípnuuk Division Coordinator position has flown, not heard back. The People’s Center Sípnuuk Library Assistant position has been sent to Human Resources to fly.

Respectfully submitted,

Bari G.M. Talley

NAGPRA TEAM Peabody Museum Visit November 2016

By: Brittany Souza

November 14-16, 2016 was the Karuk Tribe NAGPRA Team's Visit to the Peabody Museum in Boston, Ma. Our team composed of Leaf Hillman, Lisa Hillman, Bari Talley, Ben Saxon, Verna Reece and I. We had been getting ready for this for around a year. We had strategy meetings to discuss what we would like to repatriate and view. This NAGPRA grant was written to where there would be an elder mentor and an apprentice. I was chosen as Verna Reece's Basket weaving student to accompany as her apprentice.

The first day at the Peabody, we met with the museum staff to discuss our intentions and what we all expected to get out of our visit. The Peabody staff were great hosts. They easily stepped back and let us have our time and accommodated to our needs. However, we had to wear gloves and smocks. That was kind of a barrier. You want to touch the baskets and give them love. Unfortunately there was risk of pesticides, poisons on them such as arsenic, lead, etc., which called for the extra precaution. The collectors and curators think that if you handle the baskets too much that the grease would be bad for the baskets. Our thought is the opposite. The more you love and handle the baskets the better they are and the longer they keep. The grease from our hands is actually good for the baskets and helps their longevity.

NAGPRA is short for Native American Graves Protection and Repatriation Act. It was enacted to bring our ancestors home. The act requires federal agencies and institutions that receive federal funding to return Native American items to lineal descendants and affiliated Indian Tribes.

Long ago, Colonization started taking place and our people were being murdered. People were forced to assimilate or flee from their ancestral territories. Simultaneously, our cultural, ceremonial, and everyday use belongings were being stolen and taken away and sold to collectors. For a time, Karuk Women were making baskets for sale as well to feed their families. Most baskets were stolen or forcibly bought.

There is a story about the Greedy Father. During a time of famine, he was fishing and was eating most of the fish and his family was hungry. They caught him in the act and they turned into pine tree, hazel, and bear grass, basket materials. The father turned into the "mud eater" bird. When we are making our baskets, we are really honoring the life of the plants we use and fulfilling their destiny. These are our relations and living beings. They yearn to be home with us and to be used for their intended purposes. The fact that these baskets are in museums is heartbreaking. They are in captivity. Some people think that it is cool for our baskets to be other places so that people can admire our culture but in my opinion, it is sad that they are really tucked away in the basements and storage areas and are barely ever looked at or taken out to be talked to. When we visited them, Leaf sang to them and we burned some kishvuf. We talked

NAGPRA TEAM Peabody Museum Visit November 2016

By: Brittany Souza

about the uses. We asked about the accessions records to find out what villages these might have originated from. A lot of the items that we viewed were collected by Grace Nicholson.

When a Karuk person passed away, their belongings would be burnt. This was a small part of a bigger ceremony of sorts that would take place. After European contact, our belongings were collected wrongfully and our practices were outlawed. When the collectors came through Karuk Country, they took our belongings and sold them to Museums or kept them in their own personal collections. Their thought was that Native Americans were all going to be extinct. Our culture was portrayed as such. I feel as though the museums are a kind of purgatory for our belongings.

Now that NAGPRA is being enacted to repatriate our belongings, there is the hard realization that some of our ceremonial items cannot ever be used as they would be exposing our people to poisons that were sprayed on them. It was a common museum practice to spray contaminants such as lead and mercury on them as a pest control. There are tests that can be run to examine the levels of contaminants in items. It costs money but is worth it to make sure you're not putting poison on your children when they're dancing and making medicine.

As a Karuk Basket weaver, I like to look at older baskets as a reference to using the old techniques. There are many different techniques and styles to weaving. Many times, you can tell how they were made by looking at them. I like to count the rows in the patterns to be able to replicate the design. The size and quality of the materials determine what the basket will look like. If you want to have a nice basket, you will have to be discerning about the materials that will go into your basket. You don't want to use just any materials. Therefore the plants that you gather for your materials require tending and care. The baskets that were made during that era were made with fine materials. You could tell that they were gathering from well-tended areas.

We got to look at baskets that were made by Elizabeth and Louise Hickox. It was so unreal! I never in a million years thought that I would get to hold and touch a Hickox basket, let alone be in the same room as one. We got to see two! This was a major check off my bucket list. The mother & daughter team made what was thought to be some of the finest work on the Klamath River. It is said that they had their own Maidenhair fern patch on their property down in Somes Bar. They used a lot of black in their baskets. They also used to weave the bottom of their baskets and then turn it inside out so that when you look at the inside of the basket from the top, the basket design is also in the inside. That was one of their marks. The shape was unique as well. Luther Hickox was Elizabeth's husband. One of my elders was talking to me about him. They remember stories that he had owned a mine and that he would shoot gold into the mountain

NAGPRA TEAM Peabody Museum Visit November 2016

By: Brittany Souza

and then sell the mine. Then he would do it over again. They said that he sold the mine a few times that way.

The Hickox women were contracted by a famous basket collector, Grace Nicholson. Many of their baskets left the river and went to Pasadena to Grace's collection. She took advantage of Karuk people and literally took boat loads of Karuk belongings back with her when she left Karuk Country in the early 1900's. Grace Nicholson was a collector of Karuk Artifacts and collected for a long time. Later she changed interest and also collected Asian art. It was said that she hosted fancy parties and had famous guests.

We visited the photograph collections on the first day of our visit. There were many familiar names and faces of our elders. You could see some characteristics of people that we know. Beautiful pictures and some were of relatives. It was awesome to look at the background of the pictures and recognize the mountains. Most of the pictures were taken in the Orleans area. We were viewing the collection and taking our own pictures of them. The student that was a staff member there was really young. She asked us not to use the flash when taking our pictures. One of us couldn't figure out how to turn the flash off and had taken another picture. The student told us not to do that again. She said they are really particular about "their" pictures and how they are used. That comment was really insensitive and uncalled for. It upset all of us. These people think that just because they have them in their possession and copyrighted, that they belong to them. We told her that what she had said was rude and could be said in a different way in the future so as to be respectful to Native visitors. You can't take back what you say but you can try to make things right if you want or care to.

After we viewed the photographs we got to go to the upstairs collection. There was where we got to view the Elizabeth Hickox baskets and some others. There were three caps, two hoppers a storage basket, and a trinket basket. They were amazing. One of the caps had a "Deer Poop" design. I just admired that cap and bonded with it right away. The design looks like little boxes. The Elizabeth Hickox basket was one that I had seen before. It was on a T-shirt. It looked so much bigger on the pictures. It turned out to be just a tiny little thing. I was laughing and was just amazed at the fine work and the size. We took turns viewing the baskets. This was a experience I will never forget.

We went to another storage room and viewed different items made from rocks that were collected from the Orleans area. Some were pipes, some were grease catchers, and paint holders. There was also a pillow that was obviously stolen out of a sweathouse in Orleans. Leaf told a story about a bad judge that lived down in Orleans when it was the County seat for Klamath

NAGPRA TEAM Peabody Museum Visit November 2016

By: Brittany Souza

County. This judge didn't collect a lot of organic materials because he used to burn the Indians houses down and steal their things.

There is a section in the Museum that was called "The Art of War". There was what they call a zoo morph. It was actually not something that we considered a part of war. It was an effigy piece. Leaf Hillman told a story about it. I learned a lot from just listening to the others speak. Verna asked me to speak a little about a cap that we were viewing. I spoke about the meaning of the three parts of the baskets. The infant life, adult life, and the elder life. I also showed how to measure the basket. You measure from the knuckle to your tip of your finger for the infant lie, the length of your finger for the adult life and the width of your index finger for your elder life. These areas are also separated by what we call arav. It is a small line that is a different wrap that you put in certain places on certain baskets that are made for ceremonial use. I am not the most confident public speaker so it was hard to talk in front of people, but for some reason when it comes to talking about baskets and our culture, I find it easier to come out of my shell. I feel really passionate about who we are and what we do. I learned from someone that I really admire that you don't just stick around and expect to get all the answers, you can't just ask questions; you have to ask the right questions at the right time. Also, some things you can't get the answers for, you have to figure out some of the answers for yourself.

We met some students that were Native American. We met a Yurok student that was there studying. Her name was Blithe George. She was writing her thesis on the effects of the prison system on Native American men and families. It was great to speak with her on that topic as we have such a large amount of our people that are in the system. We spent some time visiting with the students and the museum staff.

I took a lot of pictures and tried to pay attention really closely to the stories that were being told as we got to visit with our relatives. Many of the items brought on different feelings. I became very attached to a couple of different baskets and felt an indescribable sadness. I had such a hard time leaving on the last day. I started to cry when we left the collections basement. It was a heavy feeling and hard to shake off as well as embarrassing. I felt that I had failed to prepare and wasn't strong enough. I had a wonderful experience there. On one hand it was great to be able to reconnect with the past and try to help make things right, on the other, it was a rough experience. It was a feeling of helplessness knowing that we were leaving a part of ourselves behind.

I hope to continue to be a part of the NAGPRA Team in the future and be a contributing team member. I really learned a lot and know that I have a lifetime of more learning to do.

DNR DIRECTOR REPORT
December 2016

This past month has been a very busy time for me and all of our staff at the Department of Natural Resources. We initiated and held our first quarterly DNR Coordinators meeting. This was one of the goals outlined in the DNR Strategic Plan. In this first meeting we began the process of each Coordinator setting out specific goals and Objectives (a work plan) for 2017. The Coordinators were then asked to highlight specific tasks or objectives where they needed assistance from other DNR Divisions and / or Tribal Departments e.g. Self-Governance, Legal Assistance etc. This will enable DNR Coordinators to plan and deploy resources to maximize the benefits across program areas. In addition, this effort will also provide a valuable tool to allow the DNR to prioritize its most urgent program needs and ensure that vital resources are focused on meeting those needs.

I have continued to participate in on-going efforts with Congressman Huffman's staff as well as Tribal in-house legal counsel, which have begun to focus in on the development of Lands Legislation. The legislation has two basic elements. First is the transfer of a small number of acres (approx. 500) located at the heart of Katimiin to DOI to be held in trust for the Tribe. The second element is the creation of special management areas around the Katimiin Cultural Management Area, Panamnik Cultural Management Area, and the Six Rivers (Huffman district) side of the Orleans Mountain Roadless area.

I also participated in very productive meeting with the new HHS Director, Dr. Kori Novak, Bari Talley representing Karuk Tribal Libraries, Tribal Council Representatives Josh Saxon, Renee Stauffer, and Robert Super and Lisa Hillman of the Pikyav Field Institute and TANF Director Lester Alford. This effort is focused on the collaborative delivery of services to the Orleans community.

I attended two NAGPRA related trips this past month. The two trips were scheduled back to back and resulted in a 10 day trip. I first traveled to the Field Museum in Chicago on November 10 and 11, spent Saturday in Chicago and flew to Boston on Sunday for scheduled meetings at the Peabody Museum in Cambridge, MA November 14-16. Our agenda at both institutions were two fold. First was to review and assess their Karuk collections with an eye for filing of NAGPRA claims, and second, to explore the level of interest in working with the Karuk Tribe on a collaborative project which would focus on piloting a digital repatriation project utilizing the concept of licenses and labels. The Karuk team who participated in both of these visits did an outstanding job and both institutions responded positively to our interactions. Both trips were highly successful and provided a strong foundation for future collaborative work together.

Worked with Alex and Bill Tripp to edit the Cultural Resources Specialist Report for WKRP. This document is in draft development stage, and has received input from the KRAB.

Coordinated with Bill Tripp, Will Harling (MKWC), Merv George (6-Rivers N.F.) to begin planning and scheduling a series of meetings with Regional partners including R-5 USFS, Cal-Fire Leadership in Sacramento and the California Air Quality Board. These meetings are intended to increase the visibility and boost support of our collaborative agenda to get more good fire on the ground and to remove obstacles to achieving this goal.

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**DEPARTMENT OF NATURAL RESOURCES
TRIBAL COUNCIL REPORT
December 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

WATER QUALITY COORDINATOR/ Susan Corum

Participated in the following meetings/processes:

- Attended the Integrated Fisheries Restoration Monitoring Plan in Yreka.
- Participated in the DNR coordinator meeting.
- Attended a Klamath Tribal Water Quality Consortium annual planning meeting.
- Started researching and contacting lawyers for Treatment as a State application.
- Participated in IMIC calls.
- Participated in CCHAB meetings.
- Participated in KFHAT calls.
- Participated in FASTA team calls.
- Participated in KBMP Steering Committee calls.

Reports

- Council Report

Water Quality Crew Update

- Tammy is off for the winter now. Our crew is down to Grant and Chook-chook who are continuing our winter monitoring. They are also working up all our data from 2016 and getting it entered into our database.

FISHERIES PROGRAM/Toz Soto

Our field crews are wrapping up annual fall chinook spawning surveys this month. Surveys were marred by high flows and difficulty accessing stream reaches safely. Tributaries such as the Salmon River were simply too high to walk or snorkel during the peak of the spawning season while crews were able to access the mainstem Klamath River by cata-raft. With chinook surveys winding down, our crews are mid-way through

efforts to count spawning Coho which are typically found in much smaller streams. Coho are in extreme low abundance due to their endangered status therefore finding any signs of spawning are rare. We have focused on areas where fish have been located in the past and attempt to repeat surveys weekly in those areas to capture annual trends. Seiad Creek and Horse Creek are two streams where Coho populations are relatively strong and trends have been established during the past ten years. Smaller streams like Aikens Creek and East Fork Elk Creek are other locations where surveys are done weekly. We also extend efforts to new locations each year in an attempt to locate unknown spawning areas. One surprising location has been Fort Goff Creek where both chinook and Coho spawning have sighted in relative large number since 2013 when a bridge was built replacing a fish blocking culvert over Hwy 96.

Last month we participated in efforts to release a “fall pulse flow” from Iron Gate Dam. The purpose of the flow release was to flush chinook carcasses down river and out of the river channel as a fish disease control measure. Carcasses infected with c-shasta release spores as they decompose which in turn infect polychaete worms that later infect juvenile salmon, all part of the complex life cycle of c-shasta. As you know we are involved in a lawsuit that is aimed at BOR’s flow releases and NOAA’s Biological Opinion which in our opinion perpetuates the disease problem. Preliminary results suggest that the flow release was successful in moving carcasses, but only one small step in solving the disease problem. Since roughly the year 2000 the river has been managed in way that reduces winter peak flow events that would normally scour the river channel and flush disease causing spores and polychaete worms out of the river. The river has simply become less wild and more managed as a result. Each year without flushing flows makes the problem even worse. While efforts to achieve better spring flows for juvenile fish and higher lake levels for suckers and full water deliveries to irrigators has come at a cost resulting in lower winter peak flows. Ecological function of the river has been compromised in an effort to balance water needs for irrigation and endangered fish while ignoring needs of other tribal trust species such as chinook.

We just completed our third technical report for our Coho Ecology study. The report summarized results of data collected during the past three years including PIT tagging efforts of both Karuk and Yuroks fisheries programs. Results are used to guide Coho recovery efforts and direct restoration actions in the most beneficial way for the species. Our study has influenced restoration actions throughout the Klamath Basin and Northern California where off channel habitat and coastal floodplain restoration is becoming more prevalent because of our findings. The bottom line is, no single action in a single stream will be successful because Coho during their freshwater life history move between many different habitat types found in the headwaters to the estuary. It takes a whole ecosystem to raise fish.

For more information regarding the program contact Toz Soto at tsoto@karuk.us.

NATURAL RESOURCES POLICY ADVOCATE/ Craig Tucker

Update from Natural Resources Policy Advocate

Dam Removal. The Klamath River Renewal Corporation continues to solve various issues that I would describe as red tape. FERC has communicated that they plan to have a public comment period on the dam license transfer and surrender applications in March. They have set December 2017 as deadline for KRRC filing the detailed removal plan. The CA Waterboard will host meetings next month, including one January 11, 2017 in Orleans to solicit input on the clean water act permit for dam removal.

I will continue to monitor and look out for efforts to derail the agreement. Lands Legislation – DNR is very close to settling on legislative language with Huffman staff on a bill that would 1) transfer 512 acres of Katimiin to DOI to be held in trust for Tribe and 2) create special management areas around the Katimiin Cultural Management Area, Panamnik Cultural Management Area, and the Six Rivers (Huffman district) side of Orleans Mountain.

I would be happy to take half an hour to an hour to walk council through the language and the maps.

On related note, Huffman introduced the Yurok lands legislation yesterday. I must admit that it took me by surprise. I don't think all of our concerns regarding the maps and hunting rights have been addressed. I have reached out to Yurok's team who certainly promised to address our concerns and I am trying to schedule a meeting to figure this out. I did touch base with Huffman office and have been assured that this bill is a long way from passing. In fact there is no plan to move it in the lame duck session so it will have to be introduced again next year. I will work hard to make sure our concerns are FULLY addressed by the time it gets reintroduced in the next session.

Scott – I had planned to attend public meeting on the formation of the Groundwater Sustainability Agency today but I don't want to travel Highway 3 in snowy weather. Another such meeting is planned for January 12. My goal is to get us a seat at the table.

PIKYAV FIELD INSTITUTE PROGRAM MANAGER /Lisa Hillman

Please note information/activities are for the period of: 11/10/16 through 11/09/16. Action Items this month: Submitted and received approval at the DNR/Council Special Meeting on November 7, 2016. Pending response bids and administrative processes, I will be presenting two contracts for your approval at the next DNR/Council Special Meeting on January 4, 2017.

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This month, I've been working closely with our Grants and Agreements Division Coordinator, Sinead Talley, on two grant submissions to support various divisions of the Pikyav Field Institute: a proposal to the IMLS Native American/Native Hawaiian Museum Services Grant and a proposal to the USDA Farm to School Program. Thanks to her

rapidly increasing abilities and knowledge regarding the grant proposal and submission process, as well as her enviable skills with Microsoft programs, we have been able to submit both proposals on time, despite delays from our partnering agencies on delivering materials. Please let me publically announce my many Yôotvas to Sinead for her fearless approach to the grant writing, project and contract development world.

I've been meeting with research students and videographer Tony Marks-Block (hazel and its response to fire and fire management) and Stormy Staats (products and Tribal youths/staff trainings for video productions regarding the tribal experience in education and the Food Security Project). Please encourage our tribal membership to contact me with any interest in participating in these projects.

The Department of Natural Resources convened a highly productive "Coordinators' Coordinating Meeting" on Nov. 29, which was extremely helpful in understanding the sheer breadth of our programs, as well as finding opportunities to combine forces and minds to maximize efficiencies and opportunities for our tribal membership and lands.

On December 1, I met with Tribal Council Members Renée Stauffer and Robert Super, the Chief Executive Officer of the Karuk Tribe Health and Human Services Program Dr. Kori Novak, the Director of Natural Resources and Environmental Policy Leaf Hillman, and the People's Center Coordinator Bari Talley to talk about the use of and responsibilities for the Panámnik Center in Orleans. The meeting was a terrific example of positive and effective intra-tribal program collaboration.

The Pikyav Field Institute's K-12 Environmental Division Coordinator and I have been working with our partnering schools to find dates for face-to-face meetings, as well as pinpoint days for Nicole's implementation of our Nanu'ávaha K-12 Curriculum. So far, we have standing dates this month with Happy Camp, Orleans and Junction Elementary School, as well as with the Karuk Education Advisory Committee.

Coordination with the Tribe's Student Services Coordinator based in Happy Camp has also been very helpful and productive. Yôotva to Cassidy Little for her continued and thorough updates on her activities, as well as her willingness to work with us here in Orleans to coordinate services offered to our Tribal students. This week, we've had the great pleasure to meet the Tribe's new Education Coordinator, Rose Butterfly, and look forward to working more closely with her in the near future.

Out-of-State Travel Report:

Chicago, IL. and Boston, MA. – As the Program Manager heading the Sípnuuk Division, I was very grateful for the opportunity to attend two NAGPRA-related trips to the Field Museum in Chicago on Nov. 10 and 11, and the Peabody Museum in Cambridge, MA Nov. 14-16. At both of these institutions, I was asked to give a presentation on the Sípnuuk Digital Library, Archives and Museum – an overview of our services, the content management system on which the site is based, and the concept of licenses and labels. Both museums had their IT teams, collections managers and curators attend these

presentations, and showed high interest in pursuing collaborative projects through local contexts to bring concerns about Karuk ownership, authorship, attribution and integrity back into their institutions.

K-12 ENVIRONMENTAL EDUCATION DIVISION COORDINATOR/ Nicole Woodrow

- Since November 10th, I have implemented several lessons at Orleans Elementary School within classrooms and the afterschool program. Lesson topics included; acorn harvest and preparation (followed by a field trip to harvest), climate change, native edible plants, madrone berry harvest and necklace making, and reciting of several traditional Karuk stories. Each lesson included appropriate Karuk language. The lessons have been well-received by students and faculty.
- During this time we have made contact with schools located in; Orleans, Happy Camp, and Yreka and will be conducting a teacher training in all three locations to assist in how to best implement the Nanu'ávaha Curriculum. Today, November 8th, we will be meeting with Orleans faculty. Also, our program has been collaborating more closely with the Tribe's Education Department in Happy Camp to reach mutual goals and objectives.
- I have also continued to enhance current Nanu'ávaha Curriculum content with relevant STEM topics, Karuk language, and supplemental materials.
- Next week I will be traveling to the Pathways to Fluency: Cultural Survival Through Language Revitalization event in Albuquerque, New Mexico and will report my findings regarding further language funding opportunities.

SÍPNUUK DIVISION – Sípnuuk Assistant, Angela McLaughlin

September 26, Lisa and I presented our perspectives on digital preservation and tribal library and archival needs to an HSU undergraduate studies program on cultural preservation. We also used this day to further digitize and explore the depth of HSU's archival material on Karuk cultural heritage. Lisa and Sinead are working with Library staff Carly Marino to strategize on repurposing our pre-proposal to National Archives to meet internal programmatic needs, digitize and inventory Karuk Digital Heritage Collections materials, allowing for student assistance in our digital return efforts and historical media processing, and developing our partnership with HSU under the Pikyav Field Institute's Sípnuuk Division.

WATERSHED RESTORATION PROGRAM/ Earl Crosby

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

1. Provided input at Western Klamath Restoration Partnership Rx Working Group Nov. Meetings.
2. Multiple Monday calls in discussion with Klamath National Forest on regards to Westside Salvage Project
3. Participation in the Nov. DNR Coordinator Meeting.
4. Attended the Project Coordination Meeting in Happy Camp with the Six Rivers and Klamath National Forest.
5. Attended the Annual meeting with CalTrans District 1 and 2
6. Attended the December KRAB Meeting in Orleans
7. Working with DNR Grant Writer exploring the USDA Farm to School Grant for Food Security Funding.

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

Earl Crosby
Watershed Restoration Coordinator

ADMINISTRATIVE OPERATIONS MANAGER /Donalene (Sissie) Griffith

Daily Tasks:

Continue to work daily on processing invoices for payment. Do up Budget Modifications as needed for all coordinators at DNR, helping with Budget preparation for proposals, tracking budget line items, tracking In-Kind Match for grants.

DNR – Leaf Hillman

Working on EE&A's for Coordinators review, for the month of Nov. 2016

DNR -WKRP – Bill Tripp

Worked on Draft Contract for MSE for Facilities Master Plan for DNR

Processed invoice for WRTC contract 15-C-044 (Invoice No. 9) 11/10/16

Processed statement for GSA –vehicle lease for Oct. 2016 - 11/30/16

Processed invoice for MKWC contract 15-C-015 (Invoice No. 8), Mod. 2&3 12/2/16
Processed invoice for Sophie Neuner contract 16-C-095 (Invoice No. 1) 12-5-16
Processed invoice for Jessica Stauffer 15-C-052 (Invoice No. 105) 12/6/16
FAC – New Grant
Nothing to Report
NFWF Grant – New Six Rivers Resiliency Project
Nothing to Report

Watershed – Earl Crosby

Water Quality – Susan Corum
Resolution 16-R-204 for Consortium
Processed invoice for Aquatic Ecosystem contract 15-C-024 (Invoice No. 16-07) 12/6/16

FISHERIES – Toz Soto

Contract Modification No. 2 for Biostream Environmental 14-C-026 11/28/16
Processed documentation for authorization to submit proposal to BOR AFA 2017 12/1/16
Processed budget modification for 2110-70 12/1/16
Processed invoice for SRRC 11-C-056 (Invoice No. 10) 12/8/16
Food Security:
Processed invoiced for Wilverna Reece Contract 16-C-062 – (Invoice No. 17-002)
12/2/16
Processed invoice for Weston Stroud (Invoice No. 4) 16-C-068 11/28/16
Processed invoice for Jenny Staats (Invoice No. 4) 16-C-087 12/1/16
Processed invoice for Jenny Staats (Invoice No. 4) 16-C-087 12/5/16
Processed invoice for Weston Stroud (Invoice No. 3 and final) 16-C-068 12/7/16

Policy Advocate – Craig Tucker

Processed Modification No. 5 to Biostream Environmental 14-C-086 12/1/16
Processed Modification No. 1 to Lawyers for Clean Water, Inc. 15-C-060 12/1/16
Processed invoice for Lawyers for Clean Water, Inc. 16-C-078 (Invoice 22534) 12/5/16

THPO – Alex Watts-Tobin

Final close out of 2160-12 FY 2016 11/28/16
AT&T Agreement approved and mailed out for signatures. 11/28/16

FUELS/FIRE - David

Nothing to Report

THPO/ARCHAEOLOGIST/Alex Watts-Tobin

The THPO-Archaeologist has been working with two Arch Techs this month, Analisa Tripp and Vikki Preston, on the WKRP project; and using the other two on-call Arch Techs - Pihnef Elston and Gabe Montgomery - according to funding availability and project needs as either Arch Techs or Cultural monitors.

- The WKRP Arch team has completed all the requested survey work in the WKRP Somes Bar Focal Areas: comprising the roadside, the mechanical implementation areas, the firelines, and selected precious burn-only designated areas marked out for heavier treatment. On 12/7-8/16 the team spent the day consolidating all notebooks, devices, and remembered information to determine the number and extent of Resource Areas discovered over the two years of survey. As of November 17th, 2016, The number of resource areas and resource objects designated was as follows. Donahue: RA - 20, RO - 10; Patterson: RA - 18, RO - 4; Rogers: RA - 12, RO - 0; Ti Bar: RA - 13, RO - 10. Some of these numbers may vary somewhat as resource areas become combined and some may drop out after analysis. The total number of resource object identified over the two field seasons is 24; the number of resource areas is 63. The team has developed a form recording flowchart.
- The Fish Habitat surveys for MKWC were reviewed by KRAB members and were delivered by the deadline date of 11/30/2016. They covered some work at Aikens Creek, Boise Creek, and Ti Bar. Council members Bud Johnson and Sonny Davis.
- The THPO has received a letter from the head of KRAB specifically requesting a more robust process and organization for KRAB meetings. In response to this, the THPO has instituted weekly check-ins with the head of KRAB, so that the main topics for discussion are well known and the key questions well defined prior to the meeting. In addition, KRAB members will receive a packet including Agenda, Minutes, and supporting documents. This new system was put in place for the December 6th meeting, which had 17 attendees, including staff from Shasta-Trinity National Forest, Klamath NF Happy Camp RD, and Caltrans District 1.
- The Archaeologist has been working with Bill Tripp to produce the Cultural Resources Specialist Report for WKRP. This is in draft stage, and has received input from KRAB.
- The THPO attended the THPO summit in Auburn, CA, speaking on TEK considerations.
- The THPO has coordinated a staff meeting on 11-08-16 to develop new job descriptions for Cultural Techs I, II, and III as Tribal employees. Following discussion at KRAB and Council on December 6-7, 2016, Council representatives will consult with the Housing Board about the terms and costs for Monitors (Cultural Techs I) who work on Housing projects.

DEPUTY DIRECTOR OF ECO-CULTURAL REVITALIZATION/Bill Tripp

Fire Adapted Communities Pilot/Fire Learning Network Projects

The primary activities that moved us toward or FAC objectives were the 2016 Klamath River Prescribed Fire Training Exchange. After a lot of planning TREX was a go and over 400 acres got burned. For the first time we crossed boundaries to the Forest Service side of the line. The weather was on the wet side this year, but we managed to transition from pile burning to broadcast burning, back to pile burning. BIA burn plans did not get approved so Tribal Trust Lands are still not receiving treatment from TREX, hopefully that will change next year. We accomplished a lot of media projects and we institutionalized a cultural message into every Incident Action Plan.

See and example article here:

<http://www.northcoastjournal.com/humboldt/unleashing-the-trex/Content?oid=4132514>

Food Security Project

We developed a short list of focal species and associated prescriptions. A lot of time under this has been oversight review and processing of job descriptions and dealing with personnel issues. I have been focusing most of my attentions for this project toward looking at closeout. We are in our last year and it is vital that all objectives and reporting metrics are complete by august of 2017.

Western Klamath Restoration Partnership (WGRP)

We had a two day core team meeting and prescription group meetings are ongoing. We have not heard about our continuation funding, but I have heard that some of the Forest Priorities are starting to shift to the Mad River District. We remain diligent in progressing the some bar project, and discussions are beginning in regard to the Salmon River and Happy Camp projects.

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

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

Organizational Leadership and Capacity Building

The department of education grant has been funded and hence some of the positions under the Pikyav Field Institute and environmental education program are starting to be filled.

The contract for the remodel design services of the old clinic facility has been signed and we are hoping to have a pretty solid design set some time around April so we can begin applying for funds to do the remodel.

The agreement with Humboldt Area Foundation was signed and we are looking to set a meeting with one of their representatives to discuss a growth strategy.

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/>

Travel

The international smoke symposium was a worthy trip. I met the leads from many fire science programs throughout the federal government and managed to ask some hard questions that hopefully got people thinking more about the benefits of smoke and the feedback mechanisms associated with smoke related fire process and function. I also had some long discussions with the Cal Fire person in charge of the state fire management plan revision that is about to begin.

The Western Region Strategy Committee meeting was co-located with the symposium. We had some good discussions and refined our communications strategies a bit. We will be focusing on how to measure success in cohesive strategy rollout over the coming year.

ASSISTANT FIRE MANAGEMENT OFFICER/David Medford

- The Fire and Fuels crews status
 - o We are currently working on the National Fish and Wildlife Foundation project in Orleans

Fuel Reduction Projects

- KNF-Elk Creek Project 38 Acres has been completed and waiting on Klamath NF for final inspection.
- Shivshaneen Unit 10 acres we are still working on this project
- FEMA has been completed just finalizing the paper work
- NFWF Started September 12, 2016
 - o 100 acres of Fuel Reduction – 70 acres completed
 - o 50,000 LF Handline construction completed 40,00LF

Proposals Pending:

- Pre-proposal for Resilient Landscapes submitted
- Prescribed fire Interagency Agreement with KNF-Pending
- Working on a proposal to KTHA to treat Tribal Trust and Fee land-Pending

FEMA Trailer

- FEMA trailer has been moved to Oak Bottom space 5 pending hook up
- Pending-Tom Horn will be moving the trailer to Oak Bottom plus hooking up a power cord to plug into the outlet on site.

EMT Class- We have two Tribal crewmembers in the class and doing well.

GIS SPECIALIST/DATA STEWARD/Jill Beckmann

GIS Technician II/Kenny Sauve

- Provided GIS support to Karuk Archeologists Technicians for WKRP.
- Processed the Food Security grove surveys and photos from the 2016 field season.
- Provided GIS support for USFS wildlife biologist in the development NSO habitat types for WKRP.
- Collected/processed the Common Stand Exam photos from the 2015 and 2016 filed seasons. The photos will assist in making management decisions related to WKRP.
- Created GIS database with the common stand exam data.
- Edited burn unit layer for WKRP and produced a data spreadsheet documenting the number of acres in each type of burn unit.
- Created Karuk cultural archaeological surveys maps for Alex-Watts Tobin.
- Continued to update/edit WKRP geodatabase.
- Printed maps for USFS wildlife biologist.

Kenny Sauve Meetings/Training Attended:

- 11/16 GIS Day at Humboldt State.
- 11/14 Met with USFS forester Roberto Beltran to.
- 11/28 Meeting at Orleans RD to discuss forest vegetation simulator data.
- 11/29, 11/30 Prescription Workgroup meeting for WKRP.
- 11/29 ESRI Webinar for Insights for Tribal GIS.
- 11/30 ESRI webinar for Water Quality inspection.
- 12/5 Meeting with USFS wildlife Biologist at the Supervisors Office in Eureka.
- 12/8 Archaeology meeting at Orleans RD.

Kenny Sauve

GIS Technician II

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

EPA GAP & PPG

- Meeting the PPG Grant Program Objectives
- Finalizing & Submitted FY 2018 GAP Proposal,
- DNR Coordinators meeting 11.29.16

Regional Tribal Operation Council

- Region 9 EPA & Tribal Northern California Rep outreach
- 1st Conference Call RTOC Region 9 Nor Cal Rep 11/16/16, lots of good info

Tribal Science Council

- TSC prep for Face to Face Meeting in May 2017
- R9 conference call to reform TSC Region 9 group, 12.9.16

GRANTS AND AGREEMENTS DIVISION COORDINATOR/ Sinéad Talley

1. Worked regularly to research potential grant sources that can help meet DNR needs and further strategic planning of the Department.
2. Finalized all application materials and submitted four Council-approved grant proposals to:
 - a. BIA Forestry and Tribal Youth Initiative (11/11)
 - b. NSF Coupled Natural-Human Systems (11/15)
 - c. IMLS Native American/Native Hawaiian Museum Services (11/30)
 - d. USDA Farm to School (12/7), an application which has been the primary focus of the past month for me. The proposal was created in coordination primarily with Lisa Hillman as well as Ramona Taylor at MKWC.
3. Attended and participated in first DNR Coordinator's Meeting (11/29)
4. Attended and presented at Happy Camp Tribal Council Meeting (11/17) and DNR Special Council Meeting (12/7).
5. Drafted an agreement between MKWC and the Tribe for approaching and implementing fuels treatments on the ground. The MOA, approved by Tribal Council at the DNR Special Meeting 12/7, will allow for an expedited process of fuels treatment implementation between MKWC and the Tribe through 2021. Currently, the MOA is in place with an addendum specific to the NFWF Six Rivers Forest Resiliency Project.

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Sandi Tripp
Department of Transportation Director
For Council Meeting on December 15, 2016
Reporting Period – November 11, 2016 to December 8, 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 September 2016 (Extended to January 30, 2017)

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 and nearly complete. As noted last month we have a multiple issues with the AC surface unraveling. A rejection letter went out to the contractor and a meeting was held on sight to ensure the contractor was aware of the issues of concern. The contractor was required to submit a letter identifying a corrective action plan. The Contractor complied with the plan requirement and is responsible for temporary repair of the most problem areas of failing AC within the project, and when weather permits (this spring) they will remove all the rejected AC and replace it with an acceptable AC mix. I will keep Tribal Council informed as this whole process evolves.

Project Title: Happy Camp Complete Streets Project

Description: Reconstruction - Safety Project

Status: In Process – As you are aware this project is located on SR96 in Happy Camp from the west end of town at the intersection of Second Avenue and SR 96, to the east end of town at the intersection of Old Highway 96 and SR96.

During this reporting period we did not meet due to the short timeframe of this report period and also the holiday schedule. We will be meeting on January 18, 2017 to resume all coordination for the upcoming grant cycle.

Plan for completing this project by 2019-2020: 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.

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). During this reporting period we developed and solicited for a Local Project Coordinator and a Project Development Team.

Local Project Coordinator: The responder is Eckert Environmental and they are highly qualified to accomplish to goals of this position. Please find attached the procurement documentation for Contract #17-C-015 for your review and approval.

Project Development Team: We received four (4) responses and are currently in the proposal ranking phase. We will select the appropriate consultant team and submit the contract and supporting documentation to Tribal Council for approval as soon as possible.

The other project phases that are expected to be implemented within the Orleans Hwy 96 corridor will be funded through grant funds and TTP funds as available. I will keep Council informed as we move forward in this process.

Sharps Road Project

Description: Construction

Status: In Process

The Sharps Road Project is an Official TTIP and we have completed the Environmental Analysis and Categorical Exclusion (CE) for this project. Last month I presented the contract and we discussed it in closed session. I was informed of Tribal Council approval of the contract. Currently I am awaiting suggested revisions from the TERO office.

I expect to receive the document from TERO by December 30, 2017 and at that point I will forward the document to WHD for approval.

ICDBG - Karuk Tribe Family Services Center

Description: Planning/Bid Development

Status: In Progress

During this reporting period we conducted a Pre-Bid meeting for this project. The solicitation closes for this design build project on December 14, 2016. At that time the project team will review and rank the bid submissions. This project is on track for a timely completion.

Project Title: 2% Planning

1.) General Project Coordination and Planning Efforts

Status: In Process

I will be developing a RFP for Project Planning to ensure we have expert knowledge to assist us in obtaining funding to accomplish our DOT goals. All projects associated with the Karuk Tribe Transportation Department require extensive coordination and collaboration.

2.) Update of the Karuk Tribe Long Range Transportation Plan (LRTP)

Status: In process and near completion- The Karuk Tribe DOT is working on updating the current LRTP. I will have a draft document for your review by January 2017. The progress on this project has been very slow and I have had to commit multiple staff hours to being the QA/QC team for this contractor. I have sent a draft letter to Fatima for her review and legal opinion. There is little time remaining on this contract and we are still quite away from an acceptable document.

Karuk DOT Committee Participation:

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

During this reporting period the crew has accomplished multiple maintenance projects. Currently they are working on:

- **Road repair and crack seal on all routes within the Yreka KTHA Housing community**

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.

***Current numbers are not available fiscal year end calculations; I will ensure a complete update as soon as accurate balances are available.**

Program	Code	Total Budget	Expensed to date	Balance	% Expended
Federal Highway Administration (FHWA)	2231	\$3,528,723	\$747,030	2,781,692*	21.17%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/15 – 9/30/16	12	6	0	100%	Allows for annual carryover of all unused TTP funds
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
	no	12/16	12/16	yes	12/16

Action Items:

#1 – Contract #17-C-015 Orleans Community Center Connectivity Project - Local Project Coordinator. The responder is Eckert Environmental and they are highly qualified to accomplish to goals of this position. Please find attached the procurement and contract documents for your review and approval.

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REQUEST FOR CONTRACT/ MOU/ AGREEMENT

E-MAILED

12/7/16
emmalee +
stripp

Check One: Contract Karuk Tribe Number Assigned: 17-C-015
 MOU
 Agreement Funder/Agency Assigned: FHWA
 Amendment Prior Amendment: No

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

Requestor: Sandi Tripp Date: December 5, 2016

Department/Program: Department of Transportation

Name of Contractor or Parties: Eckert Environmental

Effective Dates (From/To): December 16, 2016 September 30, 2018

Amount of Original: \$49,200
Amount of Modification:
Total Amount: \$49,200

Funding Source: 2231-31-Contractual

Special Conditions/Terms:
Contract is not to exceed \$49,200.00

Brief Description of Purpose:
Project Coordinator Contract for the Panamnik: Orleans Community Center Connectivity Project.

** REQUIRED SIGNATURES **

Requestor

Date

12-8-16

**Chief Financial Officer

Date

12/7/16

Director, Administrative Programs & Compliance

Date

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

Date

Other

Date

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Requestor: Sandi Tripp Date: December 5, 2016

Dept/Program: Department of Transportation Funding Source: 2231-31-Contractual

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

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

Procurement Three quotes Sealed Bid Competitive Proposal

COMPARATIVE SUMMARY (Minimum of Three Required)

Company Name	Date	Price	Contact/Phone	Indian Y/N
Eckert Environmental	12/5/2016	\$49,200.00	pjeckert@gmail.com	N

Name of Selected Vendor:

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

Comments: Sole response to the RFQ.

** REQUIRED SIGNATURES **

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

Sandi Tripp
Requestor

12-7-16
Date

Laura Mayton
**Chief Financial Officer

12-8-16
Date

Quade Perez
**Director, Administrative Programs & Compliance

12/7/16
Date

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

Date

Other

Date



USER NAME

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Current Search Terms: eckert* environmental*

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AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
Contract Number: 17-C-015

This Agreement, dated as of December 15, 2016, is between the Karuk Tribe (hereinafter "the TRIBE") and Contractor (hereinafter "INDEPENDENT CONTRACTOR"), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from December 16, 2016 to September 30, 2018.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, not to exceed forty-nine thousand, two hundred dollars and zero cents (\$49,200.00). All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. The Sandi Tripp and/or Authorized Designee shall be responsible for overseeing this Agreement and approving invoices for payment.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney's fees for Independent Contractor's negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any required public liability, public damage and/or Worker's Compensation Insurances shall be the sole responsibility of the Independent Contractor.

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

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

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

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

INDEPENDENT CONTRACTOR

Eckert Environmental
P.O. Box 164
Orleans, CA 95556
TIN:

KARUK TRIBE

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

Signature and Date

Signature and Date

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

Please see attached RFQ (16-RFQ-001) and response for details.

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Requests for Qualifications 16-RFQ-001

For More Information: Sandi Tripp, (530) 627-3063, stripp@karuk.us
Proposal Deadline: December 2, 2016, 5:00 PM (Pacific Standard Time)

CONSULTANT POSITION: Project Coordinator

PROJECT TITLE: Panamnik: Orleans Community Center
Connectivity Project

The Karuk Tribe requests proposals from qualified individuals to provide local Project Coordinator services on the Orleans Community Center Connectivity Project. The project will utilize a community-driven planning effort and design charrette process, to develop a comprehensive plan for creating an active, walkable town core for Orleans residents and visitors. The Plan will seek to improve both access to and visibility of Orleans' rich cultural heritage and recreational resources by leveraging and connecting existing community assets.

The Project Coordinator will participate in all aspects of the project, serve as the local public relations lead and carry-out day-to-day project implementation; working closely with Orleans community members to conduct publicity and outreach throughout the course of the project.

Project Scope of Work:

- 1) Assist in the coordination of a diverse project specific local Advisory Group.
- 2) Arrange logistics for community events and activities including facilities, food and other supporting promotional and celebratory activities.
- 3) Produce flyers, posters and other materials publicizing charrette events for community-wide distribution as identified by the project Advisory Group.
- 4) Conduct media outreach by preparing announcements, news releases, outreach materials, and posting project information on the Tribal web site (www.karuk.us) and in the tribal newsletter. Announcements and news releases will be submitted to local TV channels.
- 5) Manage project budget ensuring responsible fiscal management.

- 6) Assisting in grant administration, including recording and documenting project milestone accomplishments for submission progress and final reporting requirements.

Consultant Requirements:

- A Bachelor's Degree in Transportation Planning, Community Planning or other related field.
- Or
- Equivalent strong core competency in integrated community planning approaches, practical experience, knowledge, skills in coordination of event management.
- Proficiency in MS office and experience working with a variety of software programs.
- Thorough knowledge of spreadsheets, presentations, databases, word processing and graphics.
- Practical experience, knowledge and skills in grant management and administration. Excellent verbal and written communication skills and presentation skills.
- Ability to work in consultative manner with the Tribal community and with other culturally diverse stakeholders.
- A desire to support stakeholder-based engagement/initiatives in planning
- Strong time management skills.
- Ability to work evenings and weekend for events, when required.

Project End Date: February 2018

Project Budget: Not to exceed \$49,200

PROPOSAL SUBMITTAL INSTRUCTIONS:

Proposals must include:

1. A cover letter / statement of qualifications identifying relevant experience and the results/benefits achieved. (Maximum two (2) pages).
2. A proposed project approach for the scope of work described above, including elaboration of any additional detail and approach that will be used to handle the project. (Maximum three (3) pages).
3. Provide a breakdown of hourly billable rates and costs by task and final actual direct travel expenses reasonably incurred in the performance of contractual tasks will be reimbursable in accordance with Tribal policy. (Maximum one (1) page).
4. Names and telephone numbers of three (3) professional references noting the description of services including reference project and project outcomes with each reference. (Maximum 1 page).

PROPOSAL FORMAT INSTRUCTIONS:

All submissions must include four (4) original copies and be completed in Times New Roman 12 point font, 8.5" x 11" paper, with 1" margins and no more than 10 pages in length. No binders,

folders, or coil/comb binding and one (1) digital copy (PDF) of the complete proposal with submission.

SUBMISSION EVALUATION CRITERIA:

1. Completeness of the proposal and responsiveness to the RFQ.
2. Demonstrated professional skills and credentials of the Submitter.
3. Relevant experience and capacity to work collaboratively with a multi-disciplinary team in a highly participatory public process.
4. A clearly defined approach to performing the scope of work.
5. Fee Schedule

Proposals are to be sent to the following address and must be hand, mail or email delivered by Friday, December 2, 2016, no later than 5:00 pm (Pacific Standard Time) to:

Emma Lee Perez, Contract Compliance Specialist
Karuk Tribe – Administration Office
64236 Second Avenue
P.O. Box 1016
Happy Camp, CA 96039

- Emails **will** be accepted at: emmaleeperez@karuk.us
- Faxes **will not** be accepted

Please direct questions regarding the proposal to*:

Sandi Tripp, Karuk Tribe Director of Transportation
Office: (530) 627-3063
Email: stripp@karuk.us

*All questions regarding this RFQ must be received no later than 5 pm on Monday, November 14, 2016, and all responses will be e-mailed to all prospective proposers on or before Friday, November 18, 2016.

The Tribe may begin contract negotiations with the Contractor determined to be the most qualified. In the event that a contract cannot be negotiated with the first Contractor, the Tribe reserves the right to negotiate with the next qualified Contractor(s) until a contract can be reached.

Consultant selection is anticipated the week of December 12, 2016.

AWARD SCHEDULE:

A tentative schedule of activities related to this Request for Qualifications is as follows:

October 11, 2016	RFQ distribution
December 2, 2016	Proposal submission deadline
December 6, 2016	Review/ranking of proposals
December 8-9, 2016	Interviews (if needed)
December 12, 2016	Contractor selection/negotiations
January 2017	Contract award

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

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

ECKERT ENVIRONMENTAL
770 SLATE CREEK ROAD,
P.O. Box 164
ORLEANS, CA 95556

December 1, 2016

Emma Lee Perez
Contract Compliance Specialist
Karuk Tribe—Administration Office
64236 Second Avenue, P.O. Box 1016
Happy Camp, CA 96039

BY EMAIL emmaleeperez@karuk.us

RE: 17-RFQ-001 Project Coordinator, Panamnik

Dear Ms. Perez:

Enclosed please find my Statement of Qualifications for 17-RFQ-001. The package contains:

1. This letter
2. Proposed project approach
3. Billing rates
4. Names and telephone numbers of three references.

I trust you will find this responsive to the published RFQ and I look forward to an interview, if needed, December 8 or 9, 2016. I do not qualify for Indian Preference.

I am highly qualified for this position. As a long-time resident and landowner in the Orleans area, I know and treasure this community. I value its diversity and know that for any community development project to be successful, representatives from many community elements need to be involved. I have been a successful meeting facilitator and mediator in public meetings over the last several decades and have a strong track record in working with the Karuk Tribe on the Orleans Community Connect project (resulting in the successful Áan Chúupan business here) as well as the Klamath River Rural Broadband Project. I am comfortable working nights and weekends where needed. This is my community too and I want to help it develop successfully!

I am proficient with MS Office, including Word, Excel, Access, PowerPoint, and Outlook. I have used my skills with spreadsheets, presentations, databases, graphics, and word processing daily for the last twenty years. I am comfortable with public speaking, formal and informal, and with groups large and small. I have excellent writing skills.

Sincerely yours,



Penny Jennings Eckert, Ph.D.
Owner, Eckert Environmental

CC: Sandi Tripp (by email, stripp@karuk.us)

Tel: 530.605.8964 **Cell:** 425.241.0415
Email: pjeckert@gmail.com

1. EXPERIENCE SUMMARY

Dr. Eckert has over 35 years of experience in management, research, and education. She has worked both nationally and internationally with large and small projects, and has authored numerous documents. She has led interdisciplinary teams in complex projects and has been responsible for the completion of the technical reports. Her skills in strategic thinking and her inclusive approach to project leadership have enabled her to be successful in complex problem solving and in finding solutions that are acceptable to all parties. Since 2000 she has worked in environmental permitting, specializing in reaching agreement for mitigating environmental impacts among diverse stakeholders and agency representatives.

Dr. Eckert is an experienced and successful grant writer and manager. She managed a large, complex and successful city park upgrade project in Seattle, including funding for an initial design phase and multiple grant sources for the construction, in total nearly \$1 million (1996-2006). She has worked with multiple stakeholders in reaching shared vision and executing important projects, including a fire-safety forest management plan for a church camp in central Washington (2000). She is an experienced meeting facilitator and has experience in mediating conflicting opinions to reach mutually satisfactory solutions, including locally for the Thunder Mountain Water Association (2012). She is currently EMT and treasurer for the Orleans Volunteer Fire Department.

2. EDUCATION

Ph.D., Sociology of Natural Resources, University of Washington, Seattle, WA, 1998
M.F.R., Silviculture, University of Washington, Seattle, WA, 1990
B.S., Forest and Wildlife Resource Management, University of California, Berkeley, CA, 1977
B.A., Marine Biology, University of California, Berkeley, CA, 1973

3. EMPLOYMENT

2013-present Eckert Environmental (self-employed environmental consultant)
1993-present Periodic Consultant in the Dominican Republic for Plan Sierra and for Centro de Desarrollo Agropecuario y Forestal (CEDAF), all work in Spanish
1998-2013 Tetra Tech, Inc. (environmental permitting and compliance project manager, vice president of energy consulting)
1993-1998 University of Washington (teaching assistant and research assistant)
1992-1993 Home health care (father), volunteer with Trees are for People
1990-1992 Plan Sierra, Dominican Republic (forest management, all work in Spanish)
1979-1990 USDA Forest Service, Orleans, CA (Timber sale planning, administration, silviculture)
1977-1979 Peace Corps, Dominican Republic (professor, establish university forestry program, Instituto Superior de Agricultura, assist with design and start-up of Plan Sierra, all work in Spanish)

The Panamnik: Orleans Community Center Connectivity Project has an aggressive schedule to reach a final plan, ready for Tribal Council approval, by December 2017. To achieve this schedule, and to do so within the available budget, will require careful time management and a close eye on the financial status each month. Below are the tasks for the Project Coordinator. Attached is a summary schedule and likely hourly time expenditure to reach these important goals.

Task 1: Kickoff meetings.

- The Project Coordinator should meet with the Tribe and LGC immediately after contract award to discuss and agree on roles and responsibilities, especially for grant management.
- There should be a formal kickoff meeting for the project with the Tribe, LGC, the Project Coordinator, and the consultant for planning within a week of the award of the consultant's contract, again to lay out roles and responsibilities and to agree on a schedule for the whole project. The need for a public draft plan and time for the public to review it should be factored in.

Task 2: Advisory Group

- The assembly of a community advisory group will require contacting a diverse group of stakeholders and getting a commitment to volunteering time for three meetings and at least one document review.
- Advisory group meetings, likely held in the evenings, will take place in March and April before the charrette to help with development of plans for the charrette, and once more in July to review the outline and to provide input to the plan development. A fourth meeting might be contemplated during the administrative draft plan review or the public draft plan review.

Task 3: Baseline Condition

- This is principally the consultant's job, but the Project Coordinator will help the consultant gather oral history and other important community data that may not be easily available in print or online.

Task 4: Outreach and Publicity

- There will be several needs for outreach and publicity. The formation of the Advisory Group will require outreach, as will the gathering of community input to baseline conditions. Outreach to get a diverse group or groups to participate in the intensive charrettes will be essential.
- Advance publicity will be needed for the charrette groups and a celebratory post-meeting publicity will be very beneficial.
- Publicity will be needed for the public review of the draft plan, and celebratory post-plan finalization will be essential to advertise the success of the project and the next steps for implementation.

Task 5: Charrette

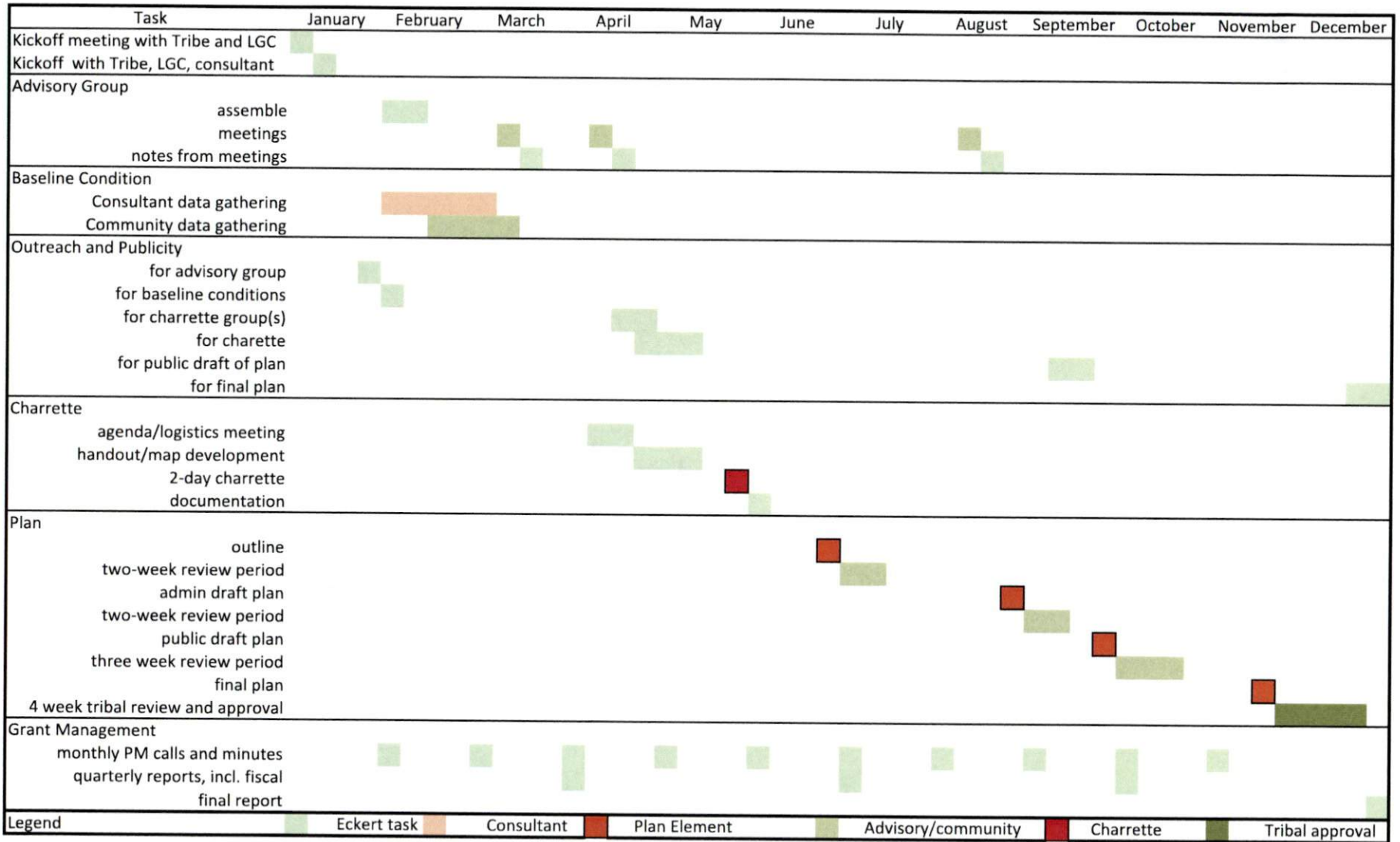
- This task is, in many ways, the heart of the project. In this task, the community is gathered to spend some exciting energy on brainstorming ideas and then merging them with the ideas of others and the design suggestions of the professionals into a feasible set of future projects. Getting the right people to the table and out in the field is the first critical step.
- The Project Coordinator will organize the development of really useful handouts and maps to help in the thinking and communications processes in coordination with the Advisory Group and with the Tribe and LGC.
- The Project Coordinator will be responsible for the execution of the logistics, from the initial meeting room to field day organization, meals and refreshments, and other details. The logistics will be planned in coordination with the consultant, the Tribe, LGC, and the Advisory Group.
- The Project Coordinator will be responsible for gathering useful documentation for the charrette process, including photos and videos to be used as part of the publicity.

Task 5: Plan

- This task is primarily the responsibility of the consultant, but the Project Coordinator will need to schedule and manage each of the review periods and be responsible for the documentation of review and coordination with the consultant.
- The final plan will need to be prepared in a package for Tribal Council. This kind of significant concept requires review by at least the KRAB and possibly other elements of Tribal staff before it is put before the Council. The Project Coordinator will help to shepherd the final plan through tribal review process.

Task 6: Grant Management

- This task requires the scheduling, organization, management, and documentation of monthly project management calls and the action items that arise from each.
- It is likely that this grant will require at least quarterly reports, at least internally if not to the granting agency, that document schedule and budget compliance, show completion of tasks, list challenges, and showcase the successes so far. The Project Coordinator will be responsible for their assembly in coordination with the Tribe and the LGC.
- There will be a final report, again the responsibility of the Project Coordinator in coordination with the Tribe and the LGC.



EE estimated weekly hours	10 10 10 10 10 4 4 4 6 6 4 4 10 6 4 10 10 10 20 30 30 3 3 3 10 20 3 3 6 10 10 4 20 20 10 4 20 10 20 4 10 4 5 10 10 10 10 10
EE total hours	464
EE estimated cost--not to exceed \$49,000	\$ 46,400

Eckert Environmental Rates for Services and Expenses

Labor

Penelope J. Eckert, Ph.D.	\$100/hour
Assistant for meetings	\$ 50/hour

Services (with receipts)

Catering (food and drinks) for meetings	at cost
Commercial printing	at cost

Travel

Personal Vehicle (at current GSA rate for calendar year)	\$0.54/mile
Overnight travel (not likely for this project)	
Public Transit, including air travel (with receipt)	at cost
Hotel (with receipt)	at cost
Per Diem rates for meals (no receipt)	
Breakfast	\$10/meal
Lunch	\$20/meal
Dinner	\$30/meal

Printing

8.5 x 11 B&W	\$0.10/page
8.5 x 11 Color	\$0.30/page
11 x 17 Color	\$0.60/page

References

Eric Cutright
IT Director, Project Manager, KRRBI, Karuk Tribe
(530) 493-1604

Roberta Coragliotti
Secretary, Orleans Volunteer Fire Department
(530) 627-3358

Randy Allworth
Landscape Architect for Cowen Park Project
Allworth Design
(206) 623-7396

**Karuk Tribal TANF Program December 2016 Monthly Report
For October 2016**

Program Summary

TANF

Work Participation Rate Report (WPR):

Currently serving **47** clients (See attachment (A)) – KTCP-Active Cases as of 12/08/2016)

WPR = **00.00%** - (See attachment (B)) – KTCP – WPR – Orleans – (10/2016)

WPR = **40.00%** - (See attachment (B)) – KTCP – WPR – Happy Camp – (10/2016)

WPR = **50.00%** - (See attachment (B)) – KTCP – WPR – Yreka - (10/2016)

WPR = **42.86%** - (See attachment (B)) - KTCP – 10/2016

N.E.W. Program

FY2017 Budget = **\$39,154.00** Total Expended to-date = **\$ 20,217.05.**

LIAP PROGRAM

LIHEAP (Energy Assistance)

FY2017 Budget = **\$26,789.00** Total Expended to-date = **\$9,706.15**

GENERAL ASSISTANCE

FY2017 Budget = **\$110,000.00**Total Expended to-date = **\$25,244.55**

CSD

CY2016 Budget = **\$18,220.00** Total Expended to-date = **\$18,220.00**

Council Approval Request(s)

None

- (Attachment (A)) TANF Active Cases (12/2016 Report)
- (Attachment (B)) TANF Work Participation Rate (10/2016)
- (Attachment (C)) N.E.W. Program (12/2016 Report)
- (Attachment (D)) LIAP - LIHEAP (12/2016 Expenditure Report)
- (Attachment (E)) LIAP - GA (12/2016 Expenditure Report)
- (Attachment (F)) LIAP - CSD (2016 Expenditure CY Report-**Fully Expended**) No Attachment))

Program Report

Executive Director's Comments:

Office Space –

Orleans -

Happy Camp –

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

Yreka –

Installing security window in reception area

Appeals, Complaints and Grievances -

None

TANF Father/Motherhood is Sacred Training -

On Hold

Cultural Activities -

Karuk Language Classes – Held weekly (Thursday from 4:00pm-5:30pm) in Orleans

Submitted By:



Lester Lee Alford, Jr.
TANF Executive Director

Karuk Tribe 2017 General Assistance Expenditure Report

EXPENDITURES TO-DATE

Total 2017 General Assistance Expended-To Date:	\$25,244.55
Total Emergency Assistance Assistance Provided:	\$5,719.04
Food Assistance:	\$3,497.61
Clothing Assistance:	\$871.43
Shelter Assistance:	\$1,350.00
Total GAWEP Assistance Provided:	
Total In-Home Health Assistance Provided:	\$9,474.00
Total Burial Assistance Provided:	\$9,451.51

TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households received GA Assistance Assistance:	50
Total # of Households received Emergency Assistance Assistance:	25
Food Assistance:	16
Clothing Assistance:	6
Shelter Assistance:	3
Total # of Households received GAWEP Assistance:	0
Total # of Households received In-Home Health Assistance:	1
Total # of Households receiving Burial Assistance:	4

HOUSEHOLD SIZE

Household Size 1:	0
Household Size 2:	13
Household Size 3:	2
Household Size 4:	3
Household Size 5:	0
Household Size 6:	1

Karuk Tribal TANF Program

Active Cases as of

12/08/2016

Orleans TANF Office

Total number of Child Only/Non-Needy families	1
Total number of One Parent families	1
Total number of Two Parent families	2
Total number of cases is	<u><u>4</u></u>

Happy Camp TANF Office

Total number of Child Only/Non-Needy families	6
Total number of One Parent families	4
Total number of Two Parent families	3
Total number of cases is	<u><u>13</u></u>

Yreka TANF Office

Total number of Child Only/Non-Needy families	13
Total number of One Parent families	11
Total number of Two Parent families	6
Total number of cases is	<u><u>30</u></u>

Total number of Child only cases program wide is	20
Total number of 1-Parent cases program wide is	16
Total number of 2-Parent cases program wide is	11
Total number of cases program wide is	<u><u>47</u></u>

Karuk Tribal TANF Program
WPR - Monthly Summary for 10 / 2016
Orleans TANF Office

Type of Family for Work Participation

One parent families	2
Two parent families	0
Child Only Family	1
Total Cases Reported for this Period	3

Work Participation for All Families

Cases that did the hours required	0
Cases required to work	2
Work Participation Rate	0.00 %
2016 Work Participation Rate is 38%	

Client TANF Payments

Total Payments	\$2,243.76
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Number of Clients Participating by Activity Type

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

Current Case Load by Site

Humboldt County	4
Siskiyou County	37
*Total Cases: 41	

Current Case Load by Staff

ABALLARD	2
KKING	3
LALFORD	2
LAUBREY	9
MCHARLES	17
RBAILEY	3

Karuk Tribal TANF Program
WPR - Monthly Summary for 10 / 2016
Happy Camp TANF Office

Type of Family for Work Participation

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

Work Participation for All Families

Cases that did the hours required	2
Cases required to work	5
Work Participation Rate	40.00 %
2016 Work Participation Rate is 38%	

Client TANF Payments

Total Payments	\$6,918.00
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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	3

Current Case Load by Site

Humboldt County	4
Siskiyou County	37
*Total Cases: 41	

Current Case Load by Staff

ABALLARD	2
KKING	3
LALFORD	2
LAUBREY	9
MCHARLES	17
RBAILEY	3

Karuk Tribal TANF Program
WPR - Monthly Summary for 10 / 2016
Yreka TANF Office

Type of Family for Work Participation

One parent families	10
Two parent families	6
Child Only Family	12
Total Cases Reported for this Period	28

Work Participation for All Families

Cases that did the hours required	7
Cases required to work	14
Work Participation Rate	50.00 %
2016 Work Participation Rate is 38%	

Client TANF Payments

Total Payments	\$18,529.00
-----------------------	--------------------

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	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	7

Current Case Load by Site

Humboldt County	4
Siskiyou County	37
*Total Cases: 41	

Current Case Load by Staff

ABALLARD	2
KKING	3
LALFORD	2
LAUBREY	9
MCHARLES	17
RBAILEY	3

Karuk Tribal TANF Program

WPR - Monthly Summary for 10 / 2016

12/08/2016

Type of Family for Work Participation

One parent families	15
Two parent families	8
Child Only Family	18
Total Cases Reported for this Period	41

Current Case Load by County

Humboldt County	4
Siskiyou County	37
*Total Cases: 41	

Work Participation for All Families

Cases that did the hours required	9
Cases required to work	21
Work Participation Rate	42.86 %
2016 Work Participation Rate is 38%	

Current Case Load by Staff

ABALLARD	2
KKING	3
LALFORD	2
LAUBREY	9
MCHARLES	17
RBAILEY	3

Client TANF Payments

Total Cash Assistance Payments	\$27,690.76
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Current AOD Case Load

CHOSTLER	5
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Number of Clients Participating by Activity Type

049 - Unsubsidized employment	7
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	1
054 - Job Search - Job Readiness	0
055 - Community Service Programs	0
056 - Vocational Education Training	0
057 - Job Skills Training Directly Related to Employment	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	10

ATTACHMENT (B)

Karuk Tribal NEW Program
July 2016 - June 2017
Active Cases as of 12/08/2016

PROGRAM TOTALS	Total number Orleans Clients:	0
	Total number Happy Camp Clients:	5
	Total number Yreka Clients:	5
Total number of cases program wide is		11

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

PROGRAM EXPENDITURE	2017 N.E.W. Program Grant Award Amount:	\$39,154.00
	2017 Total Expenditures To-Date:	\$18,936.95
	2016 N.E.W. Program Grant Amount Remaining:	\$20,217.05

Karuk Tribe 2017 LIHEAP Expenditure Report

12/08/201

EXPENDITURES TO-DATE

	<u>2017 Budget</u>	<u>2017 Actual</u>	
Total 2015 LIHEAP Expended-To Date:	31,074.68	<u>\$9,706.16</u>	31 %
Total Heating Assistance Provided:	\$19,847.60	\$9,706.16	49%
Total Cooling Assistance Provided:	\$2792.10	\$0.00	0%
Total Weatherization (A/C) Assistance Provided:	\$2792.10	\$0.00	0%
Total Weatherization (Heating) Assistance Provided:	\$2792.10	\$0.00	0%
Total Crisis Assistance Provided:	\$2792.10	\$0.00	0%

Funding Remaining: **\$21,368.52**

TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households receiving Heating Assistance:	32
Total # of Households receiving Cooling Assistance:	0
Total # of Households receiving Weatherization (AC) Assistance:	0
Total # of Households receiving Weatherization (Heating) Assistance:	0
Total # of Households receiving Crisis Assistance:	0

HOUSEHOLD SIZE SERVED

Household Size 1 =	9
Household Size 2 =	8
Household Size 3 =	4
Household Size 4 =	7
Household Size 5 =	1
Household Size 6 =	1

Karuk Tribe 2017 General Assistance Expenditure Report

EXPENDITURES TO-DATE

Total 2017 General Assistance Expended-To Date:	\$25,244.55
Total Emergency Assistance Assistance Provided:	\$5,719.04
Food Assistance:	\$3,497.61
Clothing Assistance:	\$871.43
Shelter Assistance:	\$1,350.00
Total GAWEP Assistance Provided:	
Total In-Home Health Assistance Provided:	\$9,474.00
Total Burial Assistance Provided:	\$9,451.51

TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households received GA Assistance Assistance:	50
Total # of Households received Emergency Assistance Assistance:	25
Food Assistance:	16
Clothing Assistance:	6
Shelter Assistance:	3
Total # of Households received GAWEP Assistance:	0
Total # of Households received In-Home Health Assistance:	1
Total # of Households receiving Burial Assistance:	4

HOUSEHOLD SIZE

Household Size 1:	0
Household Size 2:	13
Household Size 3:	2
Household Size 4:	3
Household Size 5:	0
Household Size 6:	1

**Emma Lee Perez – Contract Compliance Report
For Council Meeting on November 17th, 2016
Reporting Period November 10th - December 8th, 2016**

Action Items:

Requesting approval of contract 17-C-019 in the amount of \$14,428 with LACO Associates to complete the HUD-ICDBG required environmental assessment. LACO has extensive experience completing HUD environmental assessments. They were the lowest bidder and have provided quality services to the Tribe on other projects.

Requesting approval of contract XXXX in the amount of XXXX with Arthur Crocker to fall and remove 7 trees from the Rustic Inn Property. The trees, roots and stumps will be removed and hauled to the ranch.

Requesting approval of resolution 16-R-211 in the amount of \$42,000 to the Department of Community Services and Development to provide community services including youth sports, winter warmth for children in Orleans and Happy Camp, Cultural activities in Yreka, Elders activities and LIHEAP support.

Requesting approval of resolution 16-R-210 in the amount of \$79,079 to the Department of Community Services and Development to provide community services to elders and youth. Approximately \$62,000 is passed through to Hoopa Valley Tribe and \$3,000 is passed through to Elk Valley. The remainder is used by the Karuk Tribe.

Consent Calendar: None

Contract Compliance Update:

Project Title: Department of Community Services and Development- Homeless Assistance

Deliverables/Line Items:

Salaries-Low-Income Assistance Program Administrator (LIAP) will dedicate approximately 6 hours a week for 6 months to implement this target Initiative for Capacity Building and Homeless Services

Other- Homeless Services

Essential Clothing- LIAP Administrator will work with homeless clients to provide essential winter clothing.

Daily Hot Meal- A daily hot meal at the Karuk Senior Nutrition Center will be provided.

Winter Shelter- LIAP Administrator will work with homeless clients to provide tents and sleeping bags for the winter.

Achieved during report period:

Funds will be distributed through the LIAP office. The next report is due: December 20th, 2016

Expenditure/ Progress Chart –

Program	Code	Total Budget	Expenses to date	Balance	% Expended
CSD	6060-07	\$32,000	\$2,291.27	\$29,708.73	1%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
06/01/2016-05/31/2017	12	6.5	5.5	0%	Y

Progress Report Due Date	Completed?	Date Completed	Fiscal Report Due Date	Completed?	Date Completed.
12/20/2016	No	12/19/2016	12/20/2016	No	12/19/2016
Comments:					

Project Title: Department of Community Services and Development

Deliverables/Line Items:

Salaries and Wages-The Karuk LIAP Administrator salary will be charged to the program at 15%.

Education Tutoring Program/Tutoring - The costs included in the expense line item is for support for tutoring services in the Education Program.

Youth Winter Warmth- The Karuk Tribe has determined winter needs for youth in low-income families.

Youth Physical Activities- The Karuk Tribe has determined a need for physical activities (Flag Football, Basketball and Baseball) for youth.

Elders Community Needs – Funds will support Elders activities; community gardens, basket weaving.

Safety Net Services- The Karuk Tribe has funding for safety net services to support for food vouchers, rent/shelter vouchers, emergency utility payments and emergency clothing allowances.

Senior Nutrition Program Support- The Karuk Tribes Senior Nutrition Program provides homebound and mobile senior citizens and their companions with one nutritious meal per day.

Achieved during report period:

Funds continue to support team sports, safety net services for LIHEAP program and partial wages of the LIHEAP coordinator. The next report is due: December 20th, 2016

Expenditure/ Progress Chart –

Program	Code	Total Budget	Expenses to date	Balance	% Expended
CSD	6063-12	\$42,000	\$36,192.39	\$10,057.06	86%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
01/01/2016-12/31/2016	12	10	1	0%	Y
Progress Report Due Date	Completed?	Date Completed	Fiscal Report Due Date	Completed?	Date Completed.
12/20/2016	No	12/19/2016	12/20/216	No	12/19/2016
Comments:					

Project Title: National Science Foundation – Language Grant

Deliverables: Project Goal #1: The project will bring together fluent Karuk language speakers for six meetings to which they and other members of the Karuk language community will bring audio recordings, photographs to be described and/or Karuk language materials that they would want to donate to the Karuk Language Archives.

Project Goal #2: The second goal involves archival processing of the materials created by the Karuk Tribe’s Language Program. The PI will write a finding aid to be published on the Karuk Dictionary and Texts website for the Tribe’s materials using *Describing Archives: A Content Standard* (2013), the guide book for writing archival finding aids, and the PI will write a finding aid for the Karuk language materials created and collected by the Karuk Tribe’s Language Program.

Expenditure/ Progress Chart – separate chart required for each grant

Program	Code	Total Budget	Expenses to date	Balance	% Expended
NSF-Language	4063-00	\$100,000	\$78,241.72	\$21,758.28	78%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed	Extension Option Y/N
06/15/2015 -1/2017	18		5	0	
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
11/30/2016	Yes	N/A		No	N/A
Comments:					

Project Title: Indian Community Development Block Grant (ICDBG)

Deliverables: To construct 4680 square foot Family Services Center.

Expenditure/ Progress Chart – separate chart required for each grant

Program	Code	Total Budget	Expenses to date	Balance	% Expended
ICDBG	5087	\$605,000	\$0	\$605,000	0%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed	Extension Option Y/N
10/1/2016- 9/30/2019				0	
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
11/15/2016	Yes	11/14/2016	11/15/2016	11/14/2016	11/14/2016
Comments:					

Achieved during report period:

The RFP has been advertised. The pre-bid meeting took place November 14th at 10 a.m. at the Senior Nutrition Center in Happy Camp. There were 14 contractors and designers in attendance. Proposals for build-design are due December 14th, 2016.

Compliance advertised for HUD-ICDBG required environmental review and selected LACO Associates. The environmental review will take approximately 80 -90 days.

Compliance contacted the county to get the permitting process started and to determine if the county would require any environmental assessment. The County initially determined that the property was not zoned for the type of building that wanted to build. Compliance was able to use the *Standard Industrial Classification Manual (SIC)*, which groups similar types of uses from the uses listed in the Municipal Codes. Under SIC code Group No. 8322 the County determined that the property is zoned for the intended use. The next step is getting the county to determine if the property is considered *permitted use by right* or a *conditionally permitted use*. Permitted use by right would only require a building permit. Conditionally permitted use would require additional permits, such as environmental.

The first HUD ASER progress report was due November 15th, 2016. The report was submitted on time and I have received confirmation that HUD approved the report.

Contract Compliance is preparing for the audit by following up on pending contracts, resolutions and agreements. Compliance continues to review, monitor and post RFPs and review and approve contracts, grants, agreements and other related documents as requested by staff.

Submitted,
Emma Lee
Contract Compliance Specialist

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Emma Lee Perez

DATE: 12/08/2016

DEPARTMENT: Compliance

DEADLINE: 12/8/16 **AMOUNT:** \$ 79,079.00 **DATES FROM:** 01/01/2017 **TO:** 12/31/2017

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

Karuk Tribal Council authorizes the acceptance of contract No. 17F-2102 with the State of California Department of Community Services and Development (CSD) in the amount of \$79,079 for Program Year 2017

10-R-212

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

COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*		DATE
CFO*		DATE
COMPLIANCE*		DATE
CHAIRMAN		DATE
OTHER		DATE

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

Karuk Tribe



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

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

REQUEST FOR RESOLUTION

Check One: **Resolution** **Karuk Tribe Number Assign** **16-R-212**
Prior Amendment:

Requestor: **Emma Lee Perez** **Date:** **December 8, 2016**

Department/Program: **Compliance**

Brief Description of Purpose:
Karuk Tribal Council authorizes the acceptance of contract No. 17F-2102 with the State of California Department of Community Services and Development (CSD) in the amount of \$79,079.00 for Program Year 2017.

** REQUIRED SIGNATURES **

**Self-Governance Coordinator	Date
Other	Date

Karuk Community Health Clinic
64236 Second Avenue
Post Office Box 316
Happy Camp, CA 96039
Phone: (530) 493-5257
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RESOLUTION OF THE KARUK TRIBE

Resolution No: 16-R-212
Date Approved: December 15th, 2015

RESOLUTION AUTHORIZING THE ACCEPTANCE OF CONTRACT NO. 17F-2102 WITH THE STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD) IN THE AMOUNT OF \$79,079 FOR PROGRAM YEAR 2017.

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

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

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

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

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

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

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

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the acceptance of contract No. 17F-2102 with the State of California Department of Community Services and Development (CSD) in the amount of \$79,079.00 for Program Year 2017.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 16-R-212 which was approved at a regularly scheduled Council meeting on December 15th, 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

CSBG CONTRACT BUDGET SUMMARY

Contractor Name: Karuk Tribe	Contract Number: 17F-2102	Amendment Number:
Prepared By: Emma Lee Perez	Contract Term: January 1, 2017 - December 31, 2017	
Telephone Number: 530-493-1600 ext. 2017	Contract Amount: \$79,079	
Date: 12/08/2016	E-mail Address: emmaleeperez@karuk.us	

SECTION 10: ADMINISTRATIVE COSTS

Line Item	CSBG Funds (rounded to the nearest dollar)	
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Contract/Consultant Services	
7	Other Costs	
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)		

SECTION 20: PROGRAM COSTS

Line Item	CSBG Funds (rounded to the nearest dollar)	
1	Salaries and Wages	
2	Fringe Benefits	
3	Operating Expenses	
4	Equipment	
5	Out-of-State Travel	
6	Subcontractor/Consultant Services	\$70,000
7	Other Costs	\$9,079
Subtotal Section 20: Program Costs		\$79,079

SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20)	\$79,079
SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG	\$7,359,802
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)	\$7,438,881
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)	

CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: Karuk Tribe	Contract Number: 17F-2102	Amendment Number:
Prepared By: Emma Lee Perez	Contract Term: January 1, 2017 - December 31, 2017	
Telephone Number: 530-493-1600 ext. 2017	Contract Amount: 79,079	
Date: 12/08/2016	E-mail Address: emmaleeperez@karuk.us	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary	CSBG	
	Section 10: Administrative Costs	Section 20: Program Costs
List all Operating Expenses	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Contract/Consultant Services	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form	
List all Subcontractor/Consultant Services Contracts for Hoopa Valley Tribe and Elk Valley Ranceria		6 sum should equal total on line item 6 of CSD 425.S Budget Summary form \$70,000
Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10: Administrative Costs	Section 20: Program Cost
i Karuk Tribes portion will be for youth services, community events for youth and elders, and community functions		\$9,079
ii		
iii		
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form \$9,079.00

CSBG CONTRACT BUDGET NARRATIVE

Contractor Name: Karuk Tribe	Contract Amount: \$79,079	Date: 12/08/16
Prepared By: Emma Lee Perez	Contract Number: 17F-2102	Amendment Number:
Telephone Number: 530-493-1600	Contract Term: Jan. 1, 2017- Dec. 31, 2017	E-mail Address: emmaleeperez@karuk.us

20.6 Subcontractor Costs: \$70,000

The Karuk Tribe will administer Pass through funding contracts to the Hoopa Valley Tribe and Elk Valley Rancheria. The Hoopa Valley Tribe (\$67,000) intends to budget their funds for their Child Care department. Funds will be used for food, supplies and gas for transportation. The Elk Valley Rancheria (\$3000) uses their funding to support safety net services for their Tribal Members. This includes food vouchers, energy assistance and clothing assistance. All tribes will be required to commit their funds for the purpose state in the CSD contracts with the State of California. All recipients will be required to use their funds for eligible activities and will be monitored accordingly.

20.7 Other Costs: \$9,079

The Karuk Tribe will use its share of the CSBG funding to support Community Development including Elder and Youth services, such as youth sports and activities and other community functions.

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 10/2015)

Executive Director and Board Roster

Programs Administered: CSBG Energy

Agency Name:	Karuk Tribe	Contact Email Address:	emmaleeperez@karuk.us
Contact Person:	Emma Lee Perez	Date Submitted:	12/08/2016
Contact Phone Number:	530-493-1600 ext. 2017	Total Number of Board Seats:	9

List the name of each board member and identify any board vacancies. In the "Name" field identify the date the seat became vacant and specify the sector represented in the "Sector" field.

Sector: Please indicate P=Public, PR= Private, L= Low Income (Energy only agencies are not required to identify the sector.)

	Name	Title/Position	Address	Sector	Phone Number	Email
	Emma Lee Perez	Executive Director	PO Box 1016, Happy Camp CA		530-493-1600	emmaleeperez@karuk.us
		Additional Authorized signer of the Contract			530-493-1600	
1	Russell Atebery	Board Chair	PO Box 1016, Happy Camp CA		530-493-1600	battebery@karuk.us
2	Robert Super	Addit. Author Signer	PO Box 1016, Happy Camp CA		530-493-1600	rjsuper@karuk.us
3	Michael Thom	Secretary/Treasurer	PO Box 1016, Happy Camp CA		530-493-1600	mthom@karuk.us
4	Alvis Johnson	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	ajohnson@karuk.us
5	Jody Waddell	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	jwaddell@karuk.us
6	Arch Super	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	asuper@karuk.us

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 10/2015)

	Name	Title/Position	Address	Sector	Phone Number	Email
7	Charron Davis	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	cdavis@karuk.us
8	Joshua Saxon	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	jsaxon@karuk.us
9	Renee Stauffer	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	rstauffer@karuk.us
10						
11						
12						
13						
14						
15						
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17						

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number -2017
 E-mail Address: emmaleeperez@karuk.us Fax Number: 530-493-5322

Goal 1: Low-income people become more self-sufficient.

NPI 1.1: Employment

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe serves one of the most poverty stricken and isolated areas of California, northeastern Humboldt County and all of Siskiyou County. Happy Camp is located in Western Siskiyou County. The nearest town over 5,000 in population is Yreka, 75 miles away on a rugged, mountainous terrain along the Klamath River that bisects the county. Much of the population of Happy Camp lives at or below the poverty level. The Karuk Tribe is the only provider of health care along 125 miles of the Klamath River Corridor.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Low Income Assistance Program, Temporary Assistance to Needy Families, and Tribal Employment Rights Office (TERO) will partner with each other and with outside agencies like the Northern California Indian Development Council, Siskiyou Training and Employment Program (STEP) to train and find job placements for low income individuals.

National Performance Indicator 1.1	Reporting Period	WORKPLAN
Employment		Number of Participants Expected to Achieve Outcome in Reporting Period (#)
The number and percentage of low-income participants who get a job or become self-employed, as a result of Community Action Assistance, as measured by one or more of the following:		
A. Unemployed and obtained a job	Mid-Year	3
	Annual	5
B. Employed and maintained a job for at least 90 days	Mid-Year	2
	Annual	5
C. Employed and obtained an increase in employment income and/or benefits	Mid-Year	2
	Annual	5
D. Achieved "living wage" employment and/or benefits	Mid-Year	2
	Annual	3
<i>In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 1: Low-income people become more self-sufficient.

NPI 1.2: Employment Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Native student drop out rates are disproportionately high. The Karuk Tribes Needs Assessment Survey identified that 35.7% of parents had a child who has special needs, 28.6% identified lack of cultural activities for children and 31.8% identified lack of cultural activities for adults as a problem. 94.8% of the responders stated that they understood very little or none of their native language (Karuk).

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribes Higher Education Program will work with local elementary schools and place tutors in the Orleans, Happy Camp and Junction Elementary school for two afternoons per week. The Yreka community will be served on an hourly individual contract basis.

The Karuk Tribe Education Program will work with Language speakers and with members of the community to study, document, and share the Karuk language and culture within the community and beyond.

National Performance Indicator 1.2	Reporting Period	WORKPLAN
Employment Supports		Number of Participants Expected to Achieve Outcome in Reporting Period (#)
The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from Community Action, as measured by <u>one or more</u> of the following:		
A. Obtained skills/competencies required for employment	Mid-Year	10
	Annual	20
B. Completed ABE/GED and received certificate or diploma	Mid-Year	1
	Annual	1
C. Completed post-secondary education program and obtained certificate or diploma	Mid-Year	5
	Annual	10
D. Enrolled children in "before" or "after" school programs	Mid-Year	20
	Annual	40
E. Obtained care for child or other dependant	Mid-Year	
	Annual	
F. Obtained access to reliable transportation and/or driver's license	Mid-Year	
	Annual	
G. Obtained health care services for themselves and/or a family member	Mid-Year	
	Annual	
H. Obtained and/or maintained safe and affordable housing	Mid-Year	
	Annual	
I. Obtained food assistance	Mid-Year	
	Annual	
J. Obtained non-emergency LIHEAP energy assistance	Mid-Year	
	Annual	
K. Obtained non-emergency WX energy assistance	Mid-Year	
	Annual	
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)	Mid-Year	
	Annual	

In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 1: Low-income people become more self-sufficient.

NPI 1.3: Economic Asset Enhancement and Utilization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

A need exists in our Service Area for energy efficiency education, residential energy demand services and family services related to energy budget management, payment plans and related services.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

To meet these needs, the Karuk Tribe LIAP plans to partner with the following community organizations: Karuk Tribe Elders Program, Karuk Tribe Housing Authority, the Yav Pa Anav Wellness Program (which LIAP is a member) to disseminate information regarding how to lower energy costs, proper use of space heaters and electric blankets, and other energy conservation activities. The LIAP Program will provide this information through handouts and through the Tribe's quarterly newsletter.

National Performance <u>Indicator 1.3</u>	Reporting Period	WORKPLAN
Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:		Number of Participants Expected to Achieve Outcome in Reporting Period (#)
ENHANCEMENT		
A. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits	Mid-Year	
	Annual	
B. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments	Mid-Year	
	Annual	
C. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings	Mid-Year	5
	Annual	10
UTILIZATION		
D. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days	Mid-Year	
	Annual	
E. Number and percent of participants opening an Individual Development Account (IDA) or other savings account	Mid-Year	
	Annual	
F. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings	Mid-Year	
	Annual	
G. Number and percent of participants capitalizing a small business with accumulated IDA or other savings	Mid-Year	
	Annual	
H. Number and percent of participants pursuing post-secondary education with accumulated IDA or other savings	Mid-Year	
	Annual	
I. Number and percent of participants purchasing a home with accumulated IDA or other savings	Mid-Year	
	Annual	
J. Number and percent of participants purchasing other assets with accumulated IDA or other savings	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Percz, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: -2017
 E-mail Address: emmalceperc@karuk.us Fax Number: 530-493-5322

Goal 2: The conditions in which low-income people live are improved.

NPI 2.1: Community Improvement and Revitalization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Native student drop out rates are disproportionately high. The Karuk Tribes Needs Assessment Survey identified that 35.7% of parents had a child who has special needs, 28.6% identified lack of cultural activities for children and 31.8% identified lack of cultural activities for adults as a problem. 94.8% of the responders stated that they understood very little or none of their native language (Karuk)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribes Higher Education Program will work with local elementary schools and place tutors in the Orleans, Happy Camp and Junction Elementary school for two afternoons per week. The Yreka community will be served on an hourly individual contract basis. The Karuk Tribe Education Program will work with Language speakers and with members of the community to study, document, and share the Karuk language and culture within the community and beyond.

National Performance Indicator 2.1 Community Improvement and Revitalization	Reporting Period	WORKPLAN Number of Projects or Initiatives Expected to Achieve in Reporting Period (#)
Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies, as measured by <u>one or more</u> of the following:	Mid-Year	
	Annual	
A. Jobs created, or saved, from reduction or elimination in the community	Mid-Year	
	Annual	
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community	Mid-Year	
	Annual	
C. Safe and affordable housing units created in the community	Mid-Year	
	Annual	
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization, or rehabilitation achieved by Community Action activity or advocacy	Mid-Year	
	Annual	
E. Accessible safe and affordable health care services/facilities for low-income people created or saved from reduction or elimination	Mid-Year	
	Annual	
F. Accessible safe and affordable child care or child development placement opportunities for low income families created or saved from reduction or elimination	Mid-Year	
	Annual	
G. Accessible "before school" and "after school" program placement opportunities for low-income families created or saved from reduction or elimination	Mid-Year	2
	Annual	4
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.	Mid-Year	
	Annual	
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education	Mid-Year	
	Annual	

In the rows below, please include any additional indicators for NPI 2.1 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 2: The conditions in which low-income people live are improved.

NPI 2.2: Community Quality of Life and Assets

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 2.2	Reporting Period	WORKPLAN Number of Program Initiatives or Advocacy Efforts Expected to Achieve in Reporting Period (#)
Community Quality of Life and Assets		
The quality of life and assets in low-income neighborhoods are improved by Community Action initiative or advocacy, as measured by <u>one or more</u> of the following:		
A. Increases in community assets as a result of a change in law, regulation, or policy, which results in improvements in quality of life and assets	Mid-Year	
	Annual	
B. Increase in the availability or preservation of community facilities	Mid-Year	
	Annual	
C. Increase in the availability or preservation of community services to improve public health and safety	Mid-Year	
	Annual	
D. Increase in the availability or preservation of commercial services within low-income neighborhoods	Mid-Year	
	Annual	
E. Increase or preservation of neighborhood quality-of-life resources	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 2.2 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 2: The conditions in which low-income people live are improved.

NPI 2.3: Community Engagement

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe's Service Area has limited resources to assist its low income population. Many individuals and Board Members volunteer hours to attend meetings and events to plan and implement programs that provide services to low income underserved members of the community and youth in the community. This is especially necessary within the cultural programs as they are not funded for many of the oversight responsibilities that come with implementation of their activities.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Language Preservation efforts Basket Weavers, Youth Leadership and the People's Center Advisory Committee rely on the dedication of their volunteers for programmatic direction and activities. The Language program relies on volunteer teachers and workers to put on the Language trainings and classes, the Youth Leadership conference depends on volunteers to put on its annual event and the Basket Weavers rely on volunteers for their bi annual gathering and weekly classes. The People's Center Advisory Committee is tasked with guiding the direction of the Tribe's museum that contains irreplaceable works of basketry and regalia, photographs and historical data on the history of the Tribe.

National Performance Indicator 2.3	Reporting Period	WORKPLAN
Community Engagement		Number of Total Contribution by Community Expected to Achieve in Reporting Period (#)
The number of community members working with Community Action to improve conditions in the community.		
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	Mid-Year	18
	Annual	37
B. Number of volunteer hours donated to the agency (This will be All volunteer hours)	Mid-Year	300
	Annual	677
<i>In the rows below, please include any additional indicators for NPI 2.3 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: -2017
 E-mail Address: emmaleeperez@karuk.us Fax Number: 530-493-5322

Goal 3: Low-income people own a stake in their community.

NPI 3.1: Community Enhancement through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe's Service Area has limited resources to assist its low income population. Many individuals and Board Members volunteer hours to attend meetings and events to plan and implement programs that provide services to low income underserved members of the community and youth in the community. This is especially necessary within the cultural programs as they are not funded for many of the oversight responsibilities that come with implementation of their activities.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

Board Members/ Non Low Income and Low Income Volunteers oversee planning and implementation of programs for the low income community. Program design and implementation originates from those who understand the challenges facing the low income community. Volunteers from other departments/committees help annually, providing presentations and interaction with youth in the areas of behavioral health, substance and alcohol abuse prevention, cultural and language education. The number of LOW Income volunteer hours has been conservatively estimated.

<p align="center">National Performance Indicator 3.1</p> <p>Community Enhancement through Maximum Feasible Participation</p> <p>The number of volunteer hours donated to Community Action.</p>	<p align="center">Reporting Period</p>	<p align="center">WORKPLAN</p> <p align="center">Total Number of Volunteer Hours Expected to Achieve in Reporting Period (#)</p>
<p>The total number of volunteer hours donated by <u>low-income</u> individuals to Community Action. (This is ONLY the number of volunteer hours from individuals who are low-income.)</p>	<p align="center">Mid-Year</p>	<p align="center">35</p>
<p></p>	<p align="center">Annual</p>	<p align="center">80</p>
<p><i>In the rows below, please include any additional indicators for NPI 3.1 that were not captured above.</i></p>		
<p></p>	<p align="center">Mid-Year</p>	<p></p>
<p></p>	<p align="center">Annual</p>	<p></p>

CSBG/NPI Workplan

Goal 3: Low-income people own a stake in their community.

NPI 3.2: Community Empowerment through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Service Area has limited resources to assist its low income population. Tribal Staff members travel to out-of-area meetings and conferences in order to build professional networks and learn about best practices and funding sources. Currently there is no funding in the Tribes programs for per diem, lodging or transportation for these meetings.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

There is a coordinated effort between multiple departments within the Tribe and community agencies, governmental and non governmental to serve Low Income people in the community. This activity requires a lot of travel. CSD is used as a resource to offset the costs of travel when no other funds are available.

National Performance Indicator 3.2 Community Empowerment through Maximum Feasible Participation	Reporting Period	WORKPLAN Number of Low- Income People Expected to Achieve in Reporting Period (#)
The number of low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by <u>one or more</u> of the following:	Mid-Year	5
	Annual	8
A. Number of low-income people participating in formal community organizations, government, boards, or councils that provide input to decision making and policy setting through community action efforts	Mid-Year	
	Annual	
B. Number of low-income people acquiring businesses in their community as a result of community action assistance	Mid-Year	
	Annual	
C. Number of low-income people purchasing their own home in their community as a result of community action assistance	Mid-Year	
	Annual	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action	Mid-Year	5
	Annual	10
<i>In the rows below, please include any additional indicators for NPI 3.2 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: 2017
 E-mail Address: emmaleeperez@karuk.us Fax Number: 530-493-5322

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe is located in a geographically isolated area. The Tribe is the sole provider of health services in the Happy Camp and Orleans communities. During the summer months, these areas experience wildfires and during winter months extreme weather conditions that create emergency situations, like power outages, air quality and flooding. These conditions can isolate the communities from county services when roads become blocked. People in personal crisis situations rarely have access or funds to travel to the county seat of Siskiyou (Yreka) or Humboldt (Eureka), so it is important that collaborative relationships exist between our service providers.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe will collaborate with other tribes in Siskiyou, Humboldt and Del Norte Counties, including Iloopa, Yurok and Blue Lake Rancheria Tribes for emergency preparedness. The Tribe participates in monthly/ bi monthly meetings in Humboldt and Siskiyou County for Emergency Preparedness coordination and hazard mitigation planning. The Karuk Tribe partners with Northern California Indian Development Council, Happy Camp Family Resource Center, Area On Aging, Siskiyou County, Humboldt County and others to deliver services ranging from Safety Net to Senior Nutrition to Foster Care programs. Our internal Yav Paa Anaav Wellness forum was established by

National Performance Indicator 4.1 Expanding Opportunities through Community-Wide Partnerships	Reporting Period	WORKPLAN	
		I Number of Organizations Expected to Achieve in Reporting Period (#)	II Number of Partnerships Expected to Achieve (#)
The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	Mid-Year	1	1
	Annual	1	1
A. Non-Profit	Mid-Year		
	Annual		
B. Faith Based	Mid-Year		
	Annual		
C. Local Government	Mid-Year	1	1
	Annual	1	2
D. State Government	Mid-Year	1	1
	Annual	1	1
E. Federal Government	Mid-Year	1	3
	Annual	1	7
F. For-Profit Business or Corporation	Mid-Year		
	Annual		
G. Consortiums/Collaboration	Mid-Year	1	1
	Annual	1	1
H. Housing Consortiums/Collaboration	Mid-Year	1	1
	Annual	1	1
I. School Districts	Mid-Year	2	2
	Annual	4	4
J. Institutions of postsecondary education/training	Mid-Year		
	Annual		
K. Financial/Banking Institutions	Mid-Year		
	Annual		
L. Health Service Institutions	Mid-Year		
	Annual		
M. State wide associations or collaborations	Mid-Year		
	Annual		
<i>In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.</i>			
	Mid-Year		
	Annual		
The total number of organizations CAAs work with to promote family and community outcomes (automatically calculates)	Mid-Year	8	10
	Annual	10	17

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: 2017
 E-mail Address: emmaleeperez@karuk.us Fax Number: 530-493-5322

Goal 5: Agencies increase their capacity to achieve results.

NPI 5.1: Agency Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe is located in a geographically isolated area. Tribal Staff and Tribal Council have to travel long distances to obtain trainings. The Tribe has limited resources, whether it is grant funded or discretionary funds, it is not enough to train all personnel in fiscal policy, grants management, emergency preparedness or compliance.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Executive Director of Health & Human Services, Chief Financial Officer, Human Resources Manager and Contract Compliance Specialist provide inservice trainings to staff and council on fiscal policy, grant compliance, and health program issues. This provides needed staff and council development that would otherwise be cost prohibitive to send them. Additional staff trainings are held on site during the biannual health program meeting and other staff events.

National Performance Indicator 5.1	Reporting Period	WORKPLAN
Agency Development The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:		Number of Resources in Agency Expected to Achieve in Reporting Period (#)
A. Number of Certified Community Action Professionals	Mid-Year	
	Annual	
B. Number of Nationally Certified ROMA Trainers	Mid-Year	
	Annual	
C. Number of Family Development Certified Trainers	Mid-Year	
	Annual	
D. Number of Child Development Certified Trainers	Mid-Year	
	Annual	
E. Number of staff attending trainings	Mid-Year	45
	Annual	100
F. Number of Board Members attending trainings	Mid-Year	4
	Annual	9
G. Hours of staff in trainings	Mid-Year	145
	Annual	300
H. Hours of Board Members in trainings	Mid-Year	40
	Annual	90
<i>In the rows below, please include any additional indicators that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: 2017
 E-mail Address: emmaleeperez@karuk.us Fax Number: 530-493-5322

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.1: Independent Living

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

National Performance Indicator 6.1	Reporting Period	WORKPLAN
Independent Living		Number of Vulnerable Individuals Living Independently Expected to Achieve in Reporting Period (#)
The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services:		
A. Senior Citizens (<i>seniors can be reported twice, once under Senior Citizens and again, if they are disabled, under Individuals with Disabilities, ages 55-over.</i>)	Mid-Year	
	Annual	
B. Individuals with Disabilities	Mid-Year	
	Annual	
Ages:	Mid-Year	
	Annual	
a. 0-17	Mid-Year	
	Annual	
b. 18-54	Mid-Year	
	Annual	
c. 55-over	Mid-Year	
	Annual	
d. Age Unknown	Mid-Year	
	Annual	
TOTAL Individuals with Disabilities (automatically calculates)	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 6.1 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.2: Emergency Assistance

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

<p style="text-align: center;">National Performance Indicator 6.2</p> <p>Emergency Assistance</p> <p>The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such service as:</p>	<p style="text-align: center;">Reporting Period</p>	<p style="text-align: center;">WORKPLAN</p> <p style="text-align: center;">Number of Individuals Expected to Achieve in Reporting Period (#)</p>
A. Emergency Food	Mid-Year	
	Annual	
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources	Mid-Year	
	Annual	
C. Emergency Rent or Mortgage Assistance	Mid-Year	
	Annual	
D. Emergency Car or Home Repair (i.e. structural appliance, heating systems, etc.)	Mid-Year	
	Annual	
E. Emergency Temporary Shelter	Mid-Year	
	Annual	
F. Emergency Medical Care	Mid-Year	
	Annual	
G. Emergency Protection from Violence	Mid-Year	
	Annual	
H. Emergency Legal Assistance	Mid-Year	
	Annual	
I. Emergency Transportation	Mid-Year	
	Annual	
J. Emergency Disaster Relief	Mid-Year	
	Annual	
K. Emergency Clothing	Mid-Year	
	Annual	

In the rows below, please include any additional indicators for NPI 6.2 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.3: Child and Family Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

<p style="text-align: center;">National Performance Indicator 6.3</p> <p>Child and Family Development</p> <p>The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by <u>one or more</u> of the following:</p>	<p style="text-align: center;">Reporting Period</p>	<p style="text-align: center;">WORKPLAN</p> <p style="text-align: center;">Number of Participants Expected to Achieve Outcome in Reporting Period (#)</p>
INFANTS & CHILDREN		
<p>A. Infants and children obtain age appropriate immunizations, medical, and dental care</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>B. Infant and child health and physical development are improved as a result of adequate nutrition</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>C. Children participate in pre-school activities to develop school readiness skills</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>D. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
YOUTH		
<p>E. Youth improve health and physical development</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>F. Youth improve social/emotional development</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>G. Youth avoid risk-taking behavior for a defined period of time</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>H. Youth have reduced involvement with criminal justice system</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>I. Youth increase academic, athletic, or social skills for school success</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
PARENTS AND OTHER ADULTS		
<p>J. Parents and other adults learn and exhibit improved parenting skills</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p>K. Parents and other adults learn and exhibit improved family functioning skills</p>	<p>Mid-Year</p>	
	<p>Annual</p>	
<p><i>In the rows below, please include any additional indicators for NPI 6.3 that were not captured above.</i></p>		
	<p>Mid-Year</p>	
	<p>Annual</p>	

CSBG/NPI Workplan

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.4: Family Supports

Senior Citizens (Elders) who live within the Karuk Tribe's service territory are geographically isolated from many of the services that are available to their peers in other areas. There is a lack of qualified caregivers to assist them in living independently in their own homes and Elders wish to stay in their homes. With the rising cost of living and remote location, Seniors have difficulty making ends meet. Many Seniors do not have access to nutritious meals or are unable to prepare meals for themselves.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Senior Program provides assistance and support to Family Caregivers. The program helps family and others to acquire skills. The Karuk Senior Nutrition Program provides nutritious meals daily on site and to home bound seniors in Orleans (Humboldt) and Happy Camp (Siskiyou). The Senior Nutrition services are provided to both Native and Non Native community members alike.

National Performance Indicator 6.4 Family Supports (Seniors, Disabled and Caregivers)	Reporting Period	WORKPLAN Number of Participants Expected to Achieve Outcome in Reporting Period (#)
Low-income people who are unable to work , especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:	Mid-Year	30
	Annual	65
A. Enrolled children in before or after school programs	Mid-Year	6
	Annual	13
B. Obtained care for child or other dependent	Mid-Year	6
	Annual	13
C. Obtained access to reliable transportation and/or driver's license	Mid-Year	
	Annual	
D. Obtained health care services for themselves and/or family member	Mid-Year	
	Annual	
E. Obtained and/or maintained safe and affordable housing	Mid-Year	6
	Annual	13
F. Obtained food assistance	Mid-Year	
	Annual	
G. Obtained non-emergency LIHEAP energy assistance	Mid-Year	
	Annual	
H. Obtained non-emergency WX energy assistance	Mid-Year	
	Annual	
I. Obtained other non-emergency energy assistance. (State/local/private energy programs. Do Not Include LIHEAP or WX)	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 6.4 that were not captured above.</i>	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.5: Service Counts

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

<p style="text-align: center;">National Performance Indicator 6.5</p> <p>Service Counts</p> <p>The number of services provided to low-income individuals and/or families, as measured by <u>one or more</u> of the following:</p>	<p style="text-align: center;">Reporting Period</p>	<p style="text-align: center;">WORKPLAN</p> <p style="text-align: center;">Number of Services Expected in Reporting Period (#)</p>
A. Food Boxes	Mid-Year	
B. Pounds of Food	Annual	
C. Units of Clothing	Mid-Year	
D. Rides Provided	Annual	
E. Information and Referral Calls	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 6.5 that were not captured above.</i>		
	Mid-Year	
	Annual	

STANDARD AGREEMENT
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PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2017 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

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

ARTICLE 1 – SCOPE OF WORK

1.1 General

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

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
 - 1. The initial amount shall be based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2017, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

ARTICLE 1 – SCOPE OF WORK

**STANDARD AGREEMENT
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2. Upon the issuance of each subsequent federal allocation, including the full annual allocation to the State for FFY 2017, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to CA Government Code §§ 12750 – 776 and applicable CSBG State Plan provisions.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2017 CSBG Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

- A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:
 1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
 2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
 3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75.
- B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.
 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75);

ARTICLE 1 – SCOPE OF WORK

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2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CC-307);
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,
 7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.

ARTICLE 1 – SCOPE OF WORK

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- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

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ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. *Contract Elements Integral to Agreement and Enforceability Conditions*
 - 1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:
 - a. Federal Funding Accountability and Transparency Act Report (CSD 279)
 - b. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - c. Contractor Certification Clause (CCC-307)
 - d. Current Insurance or Self-Insurance Authority Certification
 - e. Board Resolution authorizing execution of this Agreement
 - 2. In addition to the documentation requirements set forth in subparagraph 1, CSD’s obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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Providers' Website at <https://providers.csd.ca.gov>. The documentation shall be subject to CSD's approval, in form and substance.

- a. 425 Budget Series Forms
 - i. CSD 425.S CSBG Contract Budget Summary
 - ii. CSD 425.1.1 CSBG Budget Support Personnel Cost
 - iii. CSD 425.1.2 CSBG Budget Support Non Personnel Cost
 - iv. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
 - v. CSD 425.1.4 CSBG Contract Budget Narrative
 - b. CSBG/NPI Workplan CSD 801 W (Form)
 - c. Agency Staff and Board Roster CSD 188 (Form)
 - d. Updated organizational bylaws (if applicable)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2017 CSBG Agreement and any amendments.
 4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
 5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on CSD's "Providers' Website," which may be accessed by Contractor, downloaded and printed at Contractor's option.
 6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Providers' Website until such time as a subsequent Agreement or amendment is executed by the parties.
 7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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

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

2.3 Contractor’s Option of Termination

A. Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.

D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor’s permanent or temporary de-designation as an eligible entity, due to CSD’s obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to

**STANDARD AGREEMENT
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Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

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

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2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

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

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

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Emma Lee Perez

DATE: 12/08/2016

DEPARTMENT: Compliance

DEADLINE: _____ DATES
 E: 12/8/16 AMOUNT: \$ 42,000.00 FROM: 01/01/2017 TO: 12/31/2017

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

Karuk Tribal Council authorizes the acceptance of contract No. 17F-2101 with the State of California Department of Community Services and Development (CSD) in the amount of \$42,000.00 for Program Year 2017

16-R-211

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* *Emma Lee Perez* DATE 12/8/16

CFO* _____ DATE _____

COMPLIANCE* *Emma Lee Perez* DATE 12/8/16

CHAIRMAN _____ DATE _____

OTHER _____ DATE _____

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

Karuk Tribe



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

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

REQUEST FOR RESOLUTION

Check One: **Resolution** **Karuk Tribe Number Assign** **16-R-211**
Prior Amendment:

Requestor: **Emma Lee Perez** **Date: December 8, 2016**

Department/Program: **Compliance**

[Redacted]

Brief Description of Purpose:
Karuk Tribal Council authorizes the acceptance of contract No. 17F-2101 with the State of California Department of Community Services and Development (CSD) in the amount of \$42,000.00 for Program Year 2017.

** REQUIRED SIGNATURES **

****Self-Governance Coordinator** _____ **Date** _____
Other _____ **Date** _____

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

Resolution No: 16-R-211
Date Approved: December 15th, 2015

RESOLUTION AUTHORIZING THE ACCEPTANCE OF CONTRACT NO. 17F-2101 WITH THE STATE OF CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT (CSD) IN THE AMOUNT OF \$42,000.00 FOR PROGRAM YEAR 2017.

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

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

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

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

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

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

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

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the acceptance of contract No. 17F-2101 with the State of California Department of Community Services and Development (CSD) in the amount of \$42,000.00 for Program Year 2017.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 16-R-211 which was approved at a regularly scheduled Council meeting on December 15th, 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

CSBG CONTRACT BUDGET SUMMARY

Contractor Name: Karuk Tribe		Contract Number: 17F-2101	Amendment Number:
Prepared By: Emma Lee Perez		Contract Term: January 1, 2017 - December 31, 2017	
Telephone Number: 530-493-1600 ext. 2017		Contract Amount: \$42,000	
Date: 12/08/2016		E-mail Address: emmaleeperez@karuk.us	
SECTION 10: ADMINISTRATIVE COSTS			
Line Item			CSBG Funds (rounded to the nearest dollar)
1	Salaries and Wages		
2	Fringe Benefits		
3	Operating Expenses		
4	Equipment		
5	Out-of-State Travel		
6	Contract/Consultant Services		
7	Other Costs		\$2,250
Subtotal Section 10: Administrative Costs (cannot exceed 12% of the total operating budget in Section 80)			\$2,250
SECTION 20: PROGRAM COSTS			
Line Item			CSBG Funds (rounded to the nearest dollar)
1	Salaries and Wages		\$4,500
2	Fringe Benefits		\$1,430
3	Operating Expenses		
4	Equipment		
5	Out-of-State Travel		
6	Subcontractor/Consultant Services		
7	Other Costs		\$33,820
Subtotal Section 20: Program Costs			\$39,750
SECTION 40: Total CSBG Budget Amount (Sum of Subtotal Sections 10 and 20)			\$42,000
SECTION 70: Enter Other Agency Operating Funds Used to Support CSBG			\$7,359,802
SECTION 80: Agency Total Operating Budget (Sum of Sections 40 and 70)			\$7,401,802
SECTION 90: CSBG Funds Administrative Percent (Section 10 divided by Section 80)			0.03%

CSBG BUDGET SUPPORT -- NON PERSONNEL COSTS

Contractor Name: Karuk Tribe	Contract Number: 17F-2101	Amendment Number:
Prepared By: Emma Lee Perez	Contract Term: January 1, 2017 - December 31, 2017	
Telephone Number: 530-493-1600 ext. 2017	Contract Amount: 42,000	
Date: 12/08/2016	E-mail Address: emmaleeperez@karuk.us	

Hit Alt & Enter at the same time to begin a new line or paragraph within the cell.

LIST EACH LINE ITEM Totals must match CSD 425.S Budget Summary form Attach additional sheet(s) if necessary	CSBG	
	Section 10: Administrative Costs	Section 20: Program Costs
List all Operating Expenses	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form	3 sum should equal total on line item 3 of CSD 425.S Budget Summary form
List all Equipment Purchases	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form	4 sum should equal total on line item 4 of CSD 425.S Budget Summary form
List all Out-of-State Travel: Name of conference; Specify location; Cost per trip	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form	5 sum should equal total on line item 5 of CSD 425.S Budget Summary form
List all Contract/Consultant Services	6 sum should equal total on line item 6 of CSD 425.S Budget Summary form	
List all Subcontractor/Consultant Services		6 sum should equal total on line item 6 of CSD 425.S Budget Summary form
Other Costs - List each line item (i - iv): Any additional Other Costs (attach additional sheet if necessary):	Section 10: Administrative Costs	Section 20: Program Cost
i Senior Nutrition Program Support \$4,500 and Safety Net Services \$19,320		\$23,820
ii Administrative (Indirect Cost at Negotiated Rate: 50% of salaries and wages)	\$2,250	
iii Youth Winter Warmth (\$1,500), Youth Physical Activities (\$5,000), Elders Coommunity Needs (\$3,500),		\$10,000
iv		
Total Other Costs (Sum of i, ii, iii, iv):	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form	7 sum should equal total on line item 7 of CSD 425.S Budget Summary form
	\$2,250.00	\$33,820.00

CSBG CONTRACT BUDGET NARRATIVE

Contractor Name: Karuk Tribe	Contract Amount: \$42,000	Date: November 30, 2016
Prepared By: Emma Lee Perez	Contract Number: 17F-2101	Amendment Number:
Telephone Number: 530-493-1600 ext. 2017	Contract Term: Jan. 1, 2017- Dec. 31, 2017	E-mail Address: emmaleeperez@karuk.us

Section 10-7 Other Costs

Indirect Costs-

Administration costs in the amount of \$2,250 will be charged to the program based on the Tribes federally negotiate indirect cost rate of 50% on salaries and wages

Section 20-1 Salaries and Wages

The Karuk LIAP Administrator salary will be charged to the program at 15%. The LIAP Administrator oversees the Karuk Tribes Low Income Assistance Program which includes the State of California CSD contract- \$4,500

Section 20-2 Fringe Benefits

Fringe benefits are calculated:

FICA 6.2%, MED 1.45%, SUTA 6.2% of \$4,500, WORKMANS COMP .016%, RETIREMENT 5%, HEALTH CARE 592.13/MO. - BASED ON SALARY

Total Fringe: \$1,430

20.7 (i) Other Costs - \$33,820

Youth Winter Warmth- \$1,500

The Karuk Tribe has determined winter needs for youth in low-income families. The \$1,500 will be used to provide scarves, hats and gloves to youth in the Karuk communities to assure that all youth have adequate warm clothing during the cold winter months

Youth Physical Activities- \$5,000

The Karuk Tribe has determined a need for physical activities (Flag Football, Basketball and Baseball) for youth. These activities are to aid in supporting familial relationships and community unity, promotion of exercise and a deterrence from criminal activities. The \$5,000 will be used to cover the cost of team shirts, equipment, snacks/drinks (for practice only), officiating services and an award/appreciation lunch.

Elders Community Needs - \$3,500

The Elders of the Karuk Tribe have several needs in the Karuk communities. The Elders, with help from the youth have community gardens that help supplement food for the Elders. The Elders have an annual Basket weavers Conference in the community that shows the community Karuk Traditional Basket weaving. The Elders also hold bi-weekly classes open to the community. The \$3,500 will be used to cover costs associated with basket weaving and other Elders activities

Safety Net Services- \$19,320

The Karuk Tribe has budgeted \$19,320 for safety net services to support for food vouchers, rent/shelter vouchers, emergency utility payments and emergency clothing allowances for low income eligible applicants. The amount of funds available to each qualifying family will depend on their income and family size

Senior Nutrition Program Support- \$4,500

The Karuk Tribes Senior Nutrition Program provides homebound and mobile senior citizens and their companions with one nutritious meal per day. The funding provided by the CSBG program will be used to purchase supplies for the program that are not funded by Title VI or the PSA 2 Agency on Aging grant which support the program by providing food and salary costs.

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number -2017
 E-mail Address: emmaleeperez@karuk.us Fax Number: 530-493-5322

Goal 1: Low-income people become more self-sufficient.

NPI 1.1: Employment

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe serves one of the most poverty stricken and isolated areas of California, northeastern Humboldt County and all of Siskiyou County. Happy Camp is located in Western Siskiyou County. The nearest town over 5,000 in population is Yreka, 75 miles away on a rugged, mountainous terrain along the Klamath River that bisects the county. Much of the population of Happy Camp lives at or below the poverty level. The Karuk Tribe is the only provider of health care along 125 miles of the Klamath River Corridor.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Low Income Assistance Program, Temporary Assistance to Needy Families, and Tribal Employment Rights Office (TERO) will partner with each other and with outside agencies like the Northern California Indian Development Council, Siskiyou Training and Employment Program (STEP) to train and find job placements for low income individuals.

National Performance Indicator 1.1 Employment The number and percentage of low-income participants who get a job or become self-employed, as a result of Community Action Assistance, as measured by one or more of the following:	Reporting Period	WORKPLAN Number of Participants Expected to Achieve Outcome in Reporting Period (#)
A. Unemployed and obtained a job	Mid-Year	3
	Annual	5
B. Employed and maintained a job for at least 90 days	Mid-Year	2
	Annual	5
C. Employed and obtained an increase in employment income and/or benefits	Mid-Year	2
	Annual	5
D. Achieved "living wage" employment and/or benefits	Mid-Year	2
	Annual	3

In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 1: Low-income people become more self-sufficient.

NPI 1.2: Employment Supports

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Native student drop out rates are disproportionately high. The Karuk Tribes Needs Assessment Survey identified that 35.7% of parents had a child who has special needs, 28.6% identified lack of cultural activities for children and 31.8% identified lack of cultural activities for adults as a problem. 94.8% of the responders stated that they understood very little or none of their native language (Karuk).

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribes Higher Education Program will work with local elementary schools and place tutors in the Orleans, Happy Camp and Junction Elementary school for two afternoons per week. The Yrcka community will be served on an hourly individual contract basis.

The Karuk Tribe Education Program will work with Language speakers and with members of the community to study, document, and share the Karuk language and culture within the community and beyond.

National Performance Indicator 1.2	Reporting Period	WORKPLAN
Employment Supports		Number of Participants Expected to Achieve Outcome in Reporting Period (#)
The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from Community Action, as measured by <u>one or more</u> of the following:	Mid-Year	
	Annual	
A. Obtained skills/competencies required for employment	Mid-Year	10
	Annual	20
B. Completed ABE/GED and received certificate or diploma	Mid-Year	1
	Annual	1
C. Completed post-secondary education program and obtained certificate or diploma	Mid-Year	5
	Annual	10
D. Enrolled children in "before" or "after" school programs	Mid-Year	20
	Annual	40
E. Obtained care for child or other dependant	Mid-Year	
	Annual	
F. Obtained access to reliable transportation and/or driver's license	Mid-Year	
	Annual	
G. Obtained health care services for themselves and/or a family member	Mid-Year	
	Annual	
H. Obtained and/or maintained safe and affordable housing	Mid-Year	
	Annual	
I. Obtained food assistance	Mid-Year	
	Annual	
J. Obtained non-emergency LIHEAP energy assistance	Mid-Year	13
	Annual	25
K. Obtained non-emergency WX energy assistance	Mid-Year	
	Annual	
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)	Mid-Year	
	Annual	

In the rows below, please include any additional indicators for NPI 1.1 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 1: Low-income people become more self-sufficient.

NPI 1.3: Economic Asset Enhancement and Utilization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

A need exists in our Service Area for energy efficiency education, residential energy demand services and family services related to energy budget management, payment plans and related services.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

To meet these needs, the Karuk Tribe LIAP plans to partner with the following community organizations: Karuk Tribe Elders Program, Karuk Tribe Housing Authority, the Yav Pa Anav Wellness Program (which LIAP is a member) to disseminate information regarding how to lower energy costs, proper use of space heaters and electric blankets, and other energy conservation activities. The LIAP Program will provide this information through handouts and through the Tribe's quarterly newsletter.

National Performance Indicator 1.3	Reporting Period	WORKPLAN
Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:		Number of Participants Expected to Achieve Outcome in Reporting Period (#)
ENHANCEMENT		
A. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits	Mid-Year	
	Annual	
B. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments	Mid-Year	
	Annual	
C. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings	Mid-Year	5
	Annual	10
UTILIZATION		
D. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days	Mid-Year	
	Annual	
E. Number and percent of participants opening an Individual Development Account (IDA) or other savings account	Mid-Year	
	Annual	
F. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings	Mid-Year	
	Annual	
G. Number and percent of participants capitalizing a small business with accumulated IDA or other savings	Mid-Year	
	Annual	
H. Number and percent of participants pursuing post-secondary education with accumulated IDA or other savings	Mid-Year	
	Annual	
I. Number and percent of participants purchasing a home with accumulated IDA or other savings	Mid-Year	
	Annual	
J. Number and percent of participants purchasing other assets with accumulated IDA or other savings	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: -2017
 E-mail Address: emmalceperez@karuk.us Fax Number: 530-493-5322

Goal 2: The conditions in which low-income people live are improved.

NPI 2.1: Community Improvement and Revitalization

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Native student drop out rates are disproportionately high. The Karuk Tribes Needs Assessment Survey identified that 35.7% of parents had a child who has special needs, 28.6% identified lack of cultural activities for children and 31.8% identified lack of cultural activities for adults as a problem. 94.8% of the responders stated that they understood very little or none of their native language (Karuk)

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribes Higher Education Program will work with local elementary schools and place tutors in the Orleans, Happy Camp and Junction Elementary school for two afternoons per week. The Yreka community will be served on an hourly individual contract basis.

The Karuk Tribe Education Program will work with Language speakers and with members of the community to study, document, and share the Karuk language and culture within the community and beyond.

National Performance Indicator 2.1	Reporting Period	WORKPLAN
Community Improvement and Revitalization		Number of Projects or Initiatives Expected to Achieve in Reporting Period (#)
Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies, as measured by <u>one or more</u> of the following:		
A. Jobs created, or saved, from reduction or elimination in the community	Mid-Year	
	Annual	
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community	Mid-Year	
	Annual	
C. Safe and affordable housing units created in the community	Mid-Year	
	Annual	
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization, or rehabilitation achieved by Community Action activity or advocacy	Mid-Year	
	Annual	
E. Accessible safe and affordable health care services/facilities for low-income people created or saved from reduction or elimination	Mid-Year	
	Annual	
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created or saved from reduction or elimination	Mid-Year	
	Annual	
G. Accessible "before school" and "after school" program placement opportunities for low-income families created or saved from reduction or elimination	Mid-Year	2
	Annual	4
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.	Mid-Year	
	Annual	
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education	Mid-Year	
	Annual	
<i>In the rows below, please include any additional indicators for NPI 2.1 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 2: The conditions in which low-income people live are improved.

NPI 2.3: Community Engagement

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe's Service Area has limited resources to assist its low income population. Many individuals and Board Members volunteer hours to attend meetings and events to plan and implement programs that provide services to low income underserved members of the community and youth in the community. This is especially necessary within the cultural programs as they are not funded for many of the oversight responsibilities that come with implementation of their activities.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Language Preservation efforts Basket Weavers, Youth Leadership and the People's Center Advisory Committee rely on the dedication of their volunteers for programmatic direction and activities. The Language program relies on volunteer teachers and workers to put on the Language trainings and classes, the Youth Leadership conference depends on volunteers to put on its annual event and the Basket Weavers rely on volunteers for their bi annual gathering and weekly classes. The People's Center Advisory Committee is tasked with guiding the direction of the Tribe's museum that contains irreplaceable works of basketry and regalia, photographs and historical data on the history of the Tribe.

National Performance Indicator 2.3		WORKPLAN
Community Engagement		Number of Total Contribution by Community Expected to Achieve in Reporting Period (#)
The number of community members working with Community Action to improve conditions in the community.	Reporting Period	
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	Mid-Year	18
	Annual	37
B. Number of volunteer hours donated to the agency (This will be All volunteer hours)	Mid-Year	300
	Annual	677

In the rows below, please include any additional indicators for NPI 2.3 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: -2017
 E-mail Address: emmalecperez@karuk.us Fax Number: 530-493-5322

Goal 3: Low-income people own a stake in their community.

NPI 3.1: Community Enhancement through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe's Service Area has limited resources to assist its low income population. Many individuals and Board Members volunteer hours to attend meetings and events to plan and implement programs that provide services to low income underserved members of the community and youth in the community. This is especially necessary within the cultural programs as they are not funded for many of the oversight responsibilities that come with implementation of their activities.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

Board Members/ Non Low Income and Low Income Volunteers oversee planning and implementation of programs for the low income community. Program design and implementation originates from those who understand the challenges facing the low income community. Volunteers from other departments/committees help annually, providing presentations and interaction with youth in the areas of behavioral health, substance and alcohol abuse prevention, cultural and language education. The number of LOW Income volunteer hours has been conservatively estimated.

National Performance Indicator 3.1	Reporting Period	WORKPLAN
Community Enhancement through Maximum Feasible Participation		Total Number of Volunteer Hours Expected to Achieve in Reporting Period (#)
The number of volunteer hours donated to Community Action.		
The total number of volunteer hours donated by <u>low-income</u> individuals to Community Action. (This is ONLY the number of volunteer hours from individuals who are low-income.)	Mid-Year	35
	Annual	80

In the rows below, please include any additional indicators for NPI 3.1 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 3: Low-income people own a stake in their community.

NPI 3.2: Community Empowerment through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Service Area has limited resources to assist its low income population. Tribal Staff members travel to out-of-area meetings and conferences in order to build professional networks and learn about best practices and funding sources. Currently there is no funding in the Tribes programs for per diem, lodging or transportation for these meetings.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

There is a coordinated effort between multiple departments within the Tribe and community agencies, governmental and non governmental to serve Low Income people in the community. This activity requires a lot of travel. CSD is used as a resource to offset the costs of travel when no other funds are available.

National Performance <u>Indicator 3.2</u> Community Empowerment through Maximum Feasible Participation	Reporting Period	WORKPLAN Number of Low-Income People Expected to Achieve in Reporting Period (#)
The number of low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by <u>one or more</u> of the following:		
A. Number of low-income people participating in formal community organizations, government, boards, or councils that provide input to decision making and policy setting through community action efforts	Mid-Year	5
	Annual	8
B. Number of low-income people acquiring businesses in their community as a result of community action assistance	Mid-Year	
	Annual	
C. Number of low-income people purchasing their own home in their community as a result of community action assistance	Mid-Year	
	Annual	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by community action	Mid-Year	5
	Annual	10
<i>In the rows below, please include any additional indicators for NPI 3.2 that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: 2017
 E-mail Address: emmalopez@karuk.us Fax Number: 530-493-5322

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe is located in a geographically isolated area. The Tribe is the sole provider of health services in the Happy Camp and Orleans communities. During the summer months, these areas experience wildfires and during winter months extreme weather conditions that create emergency situations, like power outages, air quality and flooding. These conditions can isolate the communities from county services when roads become blocked.

People in personal crisis situations rarely have access or funds to travel to the county seat of Siskiyou (Yreka) or Humboldt (Eureka), so it is important that collaborative relationships exist between our service providers.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe will collaborate with other tribes in Siskiyou, Humboldt and Del Norte Counties, including Hoopa, Yurok and Blue Lake Rancheria Tribes for emergency preparedness. The Tribe participates in monthly/ bi monthly meetings in Humboldt and Siskiyou County for Emergency Preparedness coordination and hazard mitigation planning.

The Karuk Tribe partners with Northern California Indian Development Council, Happy Camp Family Resource Center, Area On Aging, Siskiyou County, Humboldt County and others to deliver services ranging from Safety Net to Senior Nutrition to Foster Care programs. Our internal Yav Paa Anaav Wellness forum was established by

National Performance <u>Indicator 4.1</u> Expanding Opportunities through Community-Wide Partnerships	Reporting Period	WORKPLAN	
		I Number of Organizations Expected to Achieve in Reporting Period (#)	II Number of Partnerships Expected to Achieve (#)
The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes.	Mid-Year		
	Annual		
A. Non-Profit	Mid-Year	1	1
	Annual	1	1
B. Faith Based	Mid-Year		
	Annual		
C. Local Government	Mid-Year	1	1
	Annual	1	2
D. State Government	Mid-Year	1	1
	Annual	1	1
E. Federal Government	Mid-Year	1	3
	Annual	1	7
F. For-Profit Business or Corporation	Mid-Year		
	Annual		
G. Consortiums/Collaboration	Mid-Year	1	1
	Annual	1	1
H. Housing Consortiums/Collaboration	Mid-Year	1	1
	Annual	1	1
I. School Districts	Mid-Year	2	2
	Annual	4	4
J. Institutions of postsecondary education/training	Mid-Year		
	Annual		
K. Financial/Banking Institutions	Mid-Year		
	Annual		
L. Health Service Institutions	Mid-Year		
	Annual		
M. State wide associations or collaborations	Mid-Year		
	Annual		
<i>In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.</i>			
	Mid-Year		
	Annual		
The total number of organizations CAAs work with to promote family and community outcomes (automatically calculates)	Mid-Year	8	10
	Annual	10	17

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: 2017
 E-mail Address: emmalopez@karuk.us Fax Number: 530-493-5322

Goal 5: Agencies increase their capacity to achieve results.

NPI 5.1: Agency Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe is located in a geographically isolated area. Tribal Staff and Tribal Council have to travel long distances to obtain trainings. The Tribe has limited resources, whether it is grant funded or discretionary funds, it is not enough to train all personnel in fiscal policy, grants management, emergency preparedness or compliance.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Executive Director of Health & Human Services, Chief Financial Officer, Human Resources Manager and Contract Compliance Specialist provide inservice trainings to staff and council on fiscal policy, grant compliance, and health program issues. This provides needed staff and council development that would otherwise be cost prohibitive to send them. Additional staff trainings are held on site during the biannual health program meeting and other staff events.

National Performance Indicator 5.1	Reporting Period	WORKPLAN Number of Resources in Agency Expected to Achieve in Reporting Period (#)
Agency Development		
The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:		
A. Number of Certified Community Action Professionals	Mid-Year	
	Annual	
B. Number of Nationally Certified ROMA Trainers	Mid-Year	
	Annual	
C. Number of Family Development Certified Trainers	Mid-Year	
	Annual	
D. Number of Child Development Certified Trainers	Mid-Year	
	Annual	
E. Number of staff attending trainings	Mid-Year	45
	Annual	100
F. Number of Board Members attending trainings	Mid-Year	4
	Annual	9
G. Hours of staff in trainings	Mid-Year	145
	Annual	300
H. Hours of Board Members in trainings	Mid-Year	40
	Annual	90
<i>In the rows below, please include any additional indicators that were not captured above.</i>		
	Mid-Year	
	Annual	

CSBG/NPI Workplan

Contractor Name: Karuk Tribe
 Contact Person and Title: Emma Lee Perez, Contract Compliance Specialist
 Phone Number: 530-493-1600 Ext. Number: 2017
 E-mail Address: emmaleeperez@karuk.us Fax Number: 530-493-5322

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.1: Independent Living

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Senior Citizens (Elders) who live within the Karuk Tribe's service territory are geographically isolated from many of the services that are available to their peers in other areas. There is a lack of qualified caregivers to assist them in living independently in their own homes and Elders wish to stay in their homes. With the rising cost of living and remote location, Seniors have difficulty making ends meet. Many Seniors do not have access to nutritious meals or are unable to prepare meals for themselves.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Senior Program provides assistance and support to Family Caregivers. The program helps family and others to acquire skills. The Karuk Senior Nutrition Program provides nutritious meals daily on site and to home bound seniors in Orleans (Humboldt) and Happy Camp (Siskiyou). The Senior Nutrition services are provided to both Native and Non Native community members alike.

National Performance Indicator 6.1		WORKPLAN
Independent Living		Number of Vulnerable Individuals Living Independently Expected to Achieve in Reporting Period (#)
The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services:	Reporting Period	
A. Senior Citizens (<i>seniors can be reported twice, once under Senior Citizens and again, if they are disabled, under Individuals with Disabilities, ages 55-over.</i>)	Mid-Year	30
	Annual	65
B. Individuals with Disabilities	Mid-Year	6
	Annual	13
Ages:	Mid-Year	
	Annual	
a. 0-17	Mid-Year	
	Annual	
b. 18-54	Mid-Year	
	Annual	
c. 55-over	Mid-Year	6
	Annual	13
d. Age Unknown	Mid-Year	
	Annual	
TOTAL Individuals with Disabilities (automatically calculates)	Mid-Year	6
	Annual	13

In the rows below, please include any additional indicators for NPI 6.1 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.2: Emergency Assistance

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Senior Citizens (Elders) who live within the Karuk Tribe's service territory are geographically isolated from many of the services that are available to their peers in other areas. There is a lack of qualified caregivers to assist them in living independently in their own homes and Elders wish to stay in their homes. With the rising cost of living and remote location, Seniors have difficulty making ends meet. Many Seniors do not have access to nutritious meals or are unable to prepare meals for themselves.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Senior Program provides assistance and support to Family Caregivers. The program helps family and others to acquire skills. The Karuk Senior Nutrition Program provides nutritious meals daily on site and to home bound seniors in Orleans (Humboldt) and Happy Camp (Siskiyou). The Senior Nutrition services are provided to both Native and Non Native community members alike.

National Performance <u>Indicator 6.2</u>	Reporting Period	WORKPLAN Number of Individuals Expected to Achieve in Reporting Period (#)
Emergency Assistance The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such service as:		
A. Emergency Food	Mid-Year	15
	Annual	35
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources	Mid-Year	15
	Annual	35
C. Emergency Rent or Mortgage Assistance	Mid-Year	10
	Annual	15
D. Emergency Car or Home Repair (i.e. structural appliance, heating systems, etc.)	Mid-Year	
	Annual	
E. Emergency Temporary Shelter	Mid-Year	2
	Annual	5
F. Emergency Medical Care	Mid-Year	
	Annual	
G. Emergency Protection from Violence	Mid-Year	
	Annual	
H. Emergency Legal Assistance	Mid-Year	
	Annual	
I. Emergency Transportation	Mid-Year	
	Annual	
J. Emergency Disaster Relief	Mid-Year	3
	Annual	5
K. Emergency Clothing	Mid-Year	
	Annual	

In the rows below, please include any additional indicators for NPI 6.2 that were not captured above.

	Mid-Year	
	Annual	

CSBG/NPI Workplan

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.3: Child and Family Development

Problem Statement: (If additional space is needed, please attach a separate sheet.)

There is a lack of awareness regarding cultural and traditional values as well as availability of cultural activities. There is a lack access to hands on education in this area. These activities are essential in the establishment of traditional family values and healing within our community. A majority of survey respondents identified cultural classes as very important.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

This problem is addressed through the efforts of our cultural interpretive center where regalia, basketry, and cultural history are displayed for public view as well as providing a location for the meeting of cultural education classes. This will increase cultural awareness and enrich the lives of Tribal youth and community members by allowing them to participate in cultural education activities vital to the emotional and spiritual well-being of our people.

National Performance <u>Indicator 6.3</u>		Reporting Period	WORKPLAN
Child and Family Development			Number of Participants Expected to Achieve Outcome in Reporting Period (#)
The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by <u>one or more</u> of the following:			
INFANTS & CHILDREN			
A.	Infants and children obtain age appropriate immunizations, medical, and dental care	Mid-Year	
		Annual	
B.	Infant and child health and physical development are improved as a result of adequate nutrition	Mid-Year	
		Annual	
C.	Children participate in pre-school activities to develop school readiness skills	Mid-Year	30
		Annual	60
D.	Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade	Mid-Year	25
		Annual	60
YOUTH			
E.	Youth improve health and physical development	Mid-Year	15
		Annual	32
F.	Youth improve social/emotional development	Mid-Year	18
		Annual	40
G.	Youth avoid risk-taking behavior for a defined period of time	Mid-Year	15
		Annual	32
H.	Youth have reduced involvement with criminal justice system	Mid-Year	15
		Annual	32
I.	Youth increase academic, athletic, or social skills for school success	Mid-Year	20
		Annual	40
PARENTS AND OTHER ADULTS			
J.	Parents and other adults learn and exhibit improved parenting skills	Mid-Year	5
		Annual	10
K.	Parents and other adults learn and exhibit improved family functioning skills	Mid-Year	6
		Annual	10
<i>In the rows below, please include any additional indicators for NPI 6.3 that were not captured above.</i>			
		Mid-Year	
		Annual	

CSBG/NPI Workplan

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.4: Family Supports

Senior Citizens (Elders) who live within the Karuk Tribe's service territory are geographically isolated from many of the services that are available to their peers in other areas. There is a lack of qualified caregivers to assist them in living independently in their own homes and Elders wish to stay in their homes. With the rising cost of living and remote location, Seniors have difficulty making ends meet. Many Seniors do not have access to nutritious meals or are unable to prepare meals for themselves.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Karuk Tribe Senior Program provides assistance and support to Family Caregivers. The program helps family and others to acquire skills. The Karuk Senior Nutrition Program provides nutritious meals daily on site and to home bound seniors in Orleans (Humboldt) and Happy Camp (Siskiyou). The Senior Nutrition services are provided to both Native and Non Native community members alike.

<p align="center">National Performance Indicator 6.4</p> <p>Family Supports (Seniors, Disabled and Caregivers)</p> <p>Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:</p>	<p align="center">Reporting Period</p>	<p align="center">WORKPLAN</p> <p align="center">Number of Participants Expected to Achieve Outcome in Reporting Period (#)</p>
<p>A. Enrolled children in before or after school programs</p>	<p align="center">Mid-Year</p>	<p align="center">30</p>
	<p align="center">Annual</p>	<p align="center">65</p>
<p>B. Obtained care for child or other dependent</p>	<p align="center">Mid-Year</p>	<p align="center">6</p>
	<p align="center">Annual</p>	<p align="center">13</p>
<p>C. Obtained access to reliable transportation and/or driver's license</p>	<p align="center">Mid-Year</p>	
	<p align="center">Annual</p>	
<p>D. Obtained health care services for themselves and/or family member</p>	<p align="center">Mid-Year</p>	
	<p align="center">Annual</p>	
<p>E. Obtained and/or maintained safe and affordable housing</p>	<p align="center">Mid-Year</p>	<p align="center">6</p>
	<p align="center">Annual</p>	<p align="center">13</p>
<p>F. Obtained food assistance</p>	<p align="center">Mid-Year</p>	
	<p align="center">Annual</p>	
<p>G. Obtained non-emergency LIHEAP energy assistance</p>	<p align="center">Mid-Year</p>	
	<p align="center">Annual</p>	
<p>H. Obtained non-emergency WX energy assistance</p>	<p align="center">Mid-Year</p>	
	<p align="center">Annual</p>	
<p>I. Obtained other non-emergency energy assistance. (State/local/private energy programs. Do Not Include LIHEAP or WX)</p>	<p align="center">Mid-Year</p>	
	<p align="center">Annual</p>	
<p><i>In the rows below, please include any additional indicators for NPI 6.4 that were not captured above.</i></p>	<p align="center">Mid-Year</p>	
	<p align="center">Annual</p>	

CSBG/NPI Workplan

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.5: Service Counts

Problem Statement: (If additional space is needed, please attach a separate sheet.)

A majority of the Native American families in our area are barely surviving their poverty conditions and cannot improve their condition (or weather the next storm, whether it's a natural disaster or personal crisis) without significant help. Children and the elderly are at risk, emotionally and physically, as a result of chronic, long-term poverty conditions that have given way to anxiety, depression, despair, and self-medication with alcohol and drugs.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Tribe provides a congregate and home delivery senior nutrition program through Title VI funding.

The Karuk Tribe's Low Income Assistance Program refers to and receives referrals from the Tribe's Temporary Assistance for Needy Families program, Social Security, the Tribal Employment Rights Department, and the State of California Employment Development Department.

Community Health Representatives (CHR) Program and Elders Program, provide Tribal members with transportation to out-of-town health care appointments on an as-needed basis,

The Tribes Behavioral Health Program provides mental health services to the community regardless of the ability to pay.

National Performance <u>Indicator 6.5</u>	Reporting Period	WORKPLAN
Service Counts		Number of Services Expected in Reporting Period (#)
The number of services provided to low-income individuals and/or families, as measured by <u>one or more</u> of the following:	Mid-Year	10
	Annual	25
A. Food Boxes	Mid-Year	
	Annual	
B. Pounds of Food	Mid-Year	
	Annual	
C. Units of Clothing	Mid-Year	
	Annual	
D. Rides Provided	Mid-Year	15
	Annual	25
E. Information and Referral Calls	Mid-Year	15
	Annual	25

In the rows below, please include any additional indicators for NPI 6.5 that were not captured above.

	Mid-Year	
	Annual	

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 10/2015)

Executive Director and Board Roster

Programs Administered: CSBG Energy

Agency Name:	Karuk Tribe	Contact Email Address:	emmaleeperez@karuk.us
Contact Person:	Emma Lee Perez	Date Submitted:	11/20/2015
Contact Phone Number:	530-493-1600 ext. 2017	Total Number of Board Seats:	9

List the name of each board member and identify any board vacancies. In the "Name" field identify the date the seat became vacant and specify the sector represented in the "Sector" field.

Sector: Please indicate P=Public, PR= Private, L= Low Income (Energy only agencies are not required to identify the sector.)

	Name	Title/Position	Address	Sector	Phone Number	Email
	Emma Lee Perez	Executive Director	PO Box 1016, Happy Camp CA		530-493-1600	emmaleeperez@karuk.us
		Additional Authorized signer of the Contract			530-493-1600	
1	Russell Attebery	Board Chair	PO Box 1016, Happy Camp CA		530-493-1600	battebery@karuk.us
2	Robert Super	Addit. Author Signer	PO Box 1016, Happy Camp CA		530-493-1600	rjsuper@karuk.us
3	Michael Thom	Secretary/Treasurer	PO Box 1016, Happy Camp CA		530-493-1600	mthom@karuk.us
4	Alvis Johnson	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	ajohnson@karuk.us
5	Jody Waddell	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	jwaddell@karuk.us
6	Arch Super	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	asuper@karuk.us

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
 Executive Director and Board Roster
 CSD 188 (Rev 10/2015)

	Name	Title/Position	Address	Sector	Phone Number	Email
7	Charron Davis	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	cdavis@karuk.us
8	Joshua Saxon	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	jsaxon@karuk.us
9	Renee Stauffer	Member at Large	PO Box 1016, Happy Camp CA		530-493-1600	rstauffer@karuk.us
10						
11						
12						
13						
14						
15						
16						
17						

**Community Services and Development
 Federal Funding Accountability and Transparency Act Report Form**

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to \$25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: CSBGDIV@csd.ca.gov

Lead Hazard Control: LEADGrants@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), *complete a separate form for each program.*

AGENCY/SUB-AWARDEE INFORMATION

Agency Name				
Program Type (<i>check one</i>)	<input checked="" type="checkbox"/> CSBG	<input type="checkbox"/> LEAD	<input type="checkbox"/> LIHEAP	<input type="checkbox"/> DOE WAP
Contract #(s) (<i>list all active contracts for the selected program</i>)	17F-2101, 17F-2102			
Contract Period(s) (<i>mm/dd/yy - mm/dd/yy</i>)	1/1/2017- 12/31/2017			
Agency Unique Identifier (DUNS Number)	145307930			
Agency Primary Contact Information (<i>person responsible for completing this form</i>)	Name:	Russell Attebery		
	Title	Chairman		
	E-mail:	compliance@karuk.us		
	Phone:	530-493-1600		
Location of Agency	Mailing Address:	PO Box 1016		
	State:	California		
	Zip + 4 digits (+4 digit is required)	96039-1016		
	U.S. Congressional District:	CA 1		
	State Assembly District:	CA 1		
	State Senate District:	CA 1		

Department of Community Services and Development
 CSD 279 (Rev. 1/2015)

Place of Performance <i>(where program funds are primarily spent, if different from agency location above)</i>	Street Address:	64236 Second Avenue
	State:	California
	Zip + 4 digits (+4 digit is required)	96039-1016
	U.S. Congressional District:	CA 1
	State Assembly District:	CA 1
	State Senate District:	CA 1
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Does your agency's total annual federal funding exceed \$25 million? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If YES, continue to the next question. If NO, you are now finished completing this form.)	
	Is your agency one of the entities described below? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <ul style="list-style-type: none"> ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC). 	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, <u>you are now finished completing this form.</u>)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

AGREEMENT NUMBER 17F-2101	AMENDMENT NUMBER 0
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

Department of Community Services and Development

CONTRACTOR'S NAME

Karuk Tribe of California

2. The term of this Agreement is: **January 1, 2017 through December 31, 2017**

3. The maximum amount of this Agreement is: **Total \$11,147.00**

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

Part I

Preamble

Article 1 - Scope of Work

Article 2 - Contract Construction, Administration, Procedure

Part II*

Subpart A - Administrative Requirements*

Subpart B - Financial Requirements*

Subpart C - Programmatic Requirements*

Subpart D - Compliance Requirements*

Subpart E - Certifications and Assurances*

Subpart F - State Contracting Requirements*

Subpart G - Definitions*

Subpart H - Table of Forms and Attachments*

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

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

CONTRACTOR

CALIFORNIA
Department of General Services
 Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Karuk Tribe of California

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

P.O. Box 1016, Happy Camp, CA 96039

STATE OF CALIFORNIA

AGENCY NAME

Department of Community Services and Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cindy Halverstadt, Deputy Director, Administrative Services

ADDRESS

2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833

"I hereby certify that all conditions for exemption have been complied with, and this document is exempt from the Department of General Services approval."

Exempt per _____

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

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

PART I

PREAMBLE

This subvention agreement, for the funding of Community Service Block Grant (CSBG) programs in 2017 (“Agreement”), is entered into between the Department of Community Services and Development (“CSD”) and the contractor named on Form STD 213, the face sheet of this document (“Contractor”), and shall be enforceable on the date last signed.

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

ARTICLE 1 – SCOPE OF WORK

1.1 General

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

1.2 Term and Amount of Agreement

- A. The term of this Agreement shall be as specified on the face sheet (STD. 213).
- B. The Maximum Amount of this Agreement shall be as specified on the face sheet and is subject to adjustment(s), in accordance with the following terms:
 - 1. The initial amount shall be based on a partial allocation of the federal Community Services Block Grant for federal fiscal year (FFY) 2017, awarded to the State pursuant to one or more continuing resolutions passed by the Congress prior to the execution of this Agreement.

ARTICLE 1 – SCOPE OF WORK

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

2. Upon the issuance of each subsequent federal allocation, including the full annual allocation to the State for FFY 2017, CSD shall issue an amendment to this Agreement to increase the Maximum Amount by the amount to be distributed to Contractor as calculated pursuant to CA Government Code §§ 12750 – 776 and applicable CSBG State Plan provisions.

1.3 Service Area

The services shall be performed in the following service area:

See Part II, Subpart H. The 2017 CSBG Numbers, Contractors, and Service Territories listing may be accessed at <http://providers.csd.ca.gov>.

1.4 Legal Authorities – Program Requirements, Standards and Guidance

A. All services and activities are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:

1. The Community Services Block Grant Act, as amended, 42 U.S.C. §9901 et seq., and 45 Code of Federal Regulations (CFR) Part 96;
2. The California Community Services Block Grant Program, Government Code §12085 et seq., as amended, and Title 22, California Code of Regulations (CCR) §§100601-100795;
3. The Single Audit Act, 31 U.S.C. §7301 et seq., and Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards, 45 CFR Part 75.

B. *Conflict of laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement requirements, administrative expenses, and other costs claimed under this Agreement, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code §12085 et seq. or 22 CCR §100601 et seq., or any provision of this Agreement, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR 96.30, allows for the application of state law.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR 75);

ARTICLE 1 – SCOPE OF WORK

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

2. Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 307 (CC-307);
- C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's eligibility to receive CSBG funds, PROVIDED:
1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" or "CSD Program Advisory (CPA) No. XX-XX" posted at <https://providers.csd.ca.gov>.
 2. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;
 3. That such guidance shall be reasonably necessary to realize the intent and purposes of the CSBG Act;
 4. That major and material changes in program requirements which substantially affect the Contractor's and/or CSD's ability to fulfill contractual obligations, or which otherwise create a substantial hardship on either the Contractor or CSD, shall be subject to an amendment to this Agreement;
 5. That the parties' failure or inability to execute a mutually acceptable amendment, under circumstances described in the preceding subparagraph 1.4 C. 4, within a period of time allowing the parties to reasonably comply with any major change(s) in CSBG requirements, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law;
 6. That Contractor is duly informed of the risk of de-designation as an eligible entity, based on CSD's obligation to avoid/minimize interruption of CSBG-funded services in any part of the state, in the event that this Agreement terminates due to failure to agree to any necessary amendment; and,
 7. That upon CSD's or Contractor's good faith determination, delivered to the other party by written notice, that agreement to any necessary amendment as contemplated in subparagraph 1.4 C. 4. above cannot be achieved, then this contract shall be terminated, and any issues of eligible entity status addressed, in accordance with requirements of federal and state law and established CSD policy and procedure.

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

- D. The federal and state laws, regulations and other authorities referenced in the present paragraph 1.4 are hereby incorporated by reference into this Agreement. Copies may be accessed for reference at www.csd.ca.gov.

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

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Agreement

- A. This Agreement consists of two parts, which together constitute the whole agreement between CSD and Contractor.
- B. Part I is the “Base Contract” which consists of the following:
 - 1. The face sheet (Form STD 213) which specifies:
 - a. the parties to the Agreement;
 - b. the term of the Agreement;
 - c. the maximum dollar amount of the Agreement; and
 - d. the authorized signatures and dates of execution.
 - 2. The Preamble, Article 1 and Article 2
- C. Part II consists of the “Administrative and Programmatic Provisions” which are comprised of Subparts A through H, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials necessary for program implementation.
- D. *Contract Elements Integral to Agreement and Enforceability Conditions*
 - 1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with a signed copy of this Agreement before CSD executes and returns the Agreement to Contractor for implementation:
 - a. Federal Funding Accountability and Transparency Act Report (CSD 279)
 - b. Certification Regarding Lobbying/Disclosure of Lobbying Activities
 - c. Contractor Certification Clause (CCC-307)
 - d. Current Insurance or Self-Insurance Authority Certification
 - e. Board Resolution authorizing execution of this Agreement
 - 2. In addition to the documentation requirements set forth in subparagraph 1, CSD’s obligations under this Agreement are expressly contingent upon Contractor providing the supplemental documentation set forth below, and available on the

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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

Providers' Website at <https://providers.csd.ca.gov>. The documentation shall be subject to CSD's approval, in form and substance.

- a. 425 Budget Series Forms
 - i. CSD 425.S CSBG Contract Budget Summary
 - ii. CSD 425.1.1 CSBG Budget Support Personnel Cost
 - iii. CSD 425.1.2 CSBG Budget Support Non Personnel Cost
 - iv. CSD 425.1.3 CSBG Budget Support Other Agency Operating Funds
 - v. CSD 425.1.4 CSBG Contract Budget Narrative
 - b. CSBG/NPI Workplan CSD 801 W (Form)
 - c. Agency Staff and Board Roster CSD 188 (Form)
 - d. Updated organizational bylaws (if applicable)
3. *Board Resolution.* Contractor must also submit a governing board resolution with an original signature of the board's authorized representative, identifying the individual(s) authorized to execute the 2017 CSBG Agreement and any amendments.
 4. Part II, Administrative and Programmatic Provisions (and Table of Forms and Attachments) is hereby incorporated by reference into this Agreement, is an essential part of the whole Agreement, and is fully binding on the parties.
 5. CSD shall maintain a certified date-stamped hardcopy of Part II for inspection by Contractor during normal business hours, as well as a date-stamped, PDF version of Part II on CSD's "Providers' Website," which may be accessed by Contractor, downloaded and printed at Contractor's option.
 6. Neither Part I nor Part II of this Agreement may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in Article 1.4 C with respect to program guidance, or as provided in Part II, Subpart A, Article 3 – Agreement Changes. Upon such amendment of any provision of Part II, the amended PDF version shall be date-stamped and posted to the Providers' Website until such time as a subsequent Agreement or amendment is executed by the parties.
 7. Contractors that are public or governmental entities with local provisions requiring receipt of a hardcopy of all parts of this Agreement as a prerequisite to execution, as well as other contractors that make special arrangements with CSD, may receive hardcopies of Parts I and II for execution and retention.

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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

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

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

2.3 Contractor’s Option of Termination

- A. Contractor may, at Contractor’s sole option, elect to terminate this contract in lieu of adherence to the procedures set out in subparagraph 1.4 C, should Contractor determine that any subsequent program guidance or proposed amendment to the contract is unjustifiably onerous or otherwise adverse to Contractor’s legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:
1. Such notice of termination is in writing and will be effective upon receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested.
 2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.
- B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.
- C. Contractor shall, within 60 days of termination, closeout the contract in accordance with contractual closeout procedures.
- D. By executing this Agreement, Contractor acknowledges and understands that voluntary termination prior to the end of the Agreement term may result in Contractor’s permanent or temporary de-designation as an eligible entity, due to CSD’s obligation to seek replacement CSBG provider(s) in accordance with state and federal CSBG requirements.

2.4 Budget Contingencies

- A. State Budget Contingency
1. It is mutually agreed that if funds are not appropriated for implementation of CSBG programs through the state budget process or otherwise, whether in the current year and/or any subsequent year covered by this Agreement, this Agreement shall be of no further force and effect. Upon written notice to

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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

Contractor by CSD that no funds are available for contract implementation, the Agreement shall be terminated and the State shall have no obligation to pay Contractor or to furnish other consideration under this Agreement and Contractor shall not be obligated for performance.

2. If CSBG funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, the State shall at its sole discretion have the option either to terminate this Agreement upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

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

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

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

2.5 Miscellaneous Provisions

- A. Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by the State to another State agency. In the event of such transfer, this Agreement is binding on the agency to which the program is assigned.
- B. Merger/Entire Agreement. This Agreement (including the attachments, documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.
- C. Severability. If any provision of this Agreement be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired and shall remain in full force and effect.
- D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:
1. To Contractor's address of record; and
 2. To CSD at:

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

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

Karuk Tribe



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

Administrative Office

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

Requestor: Emma Lee Perez

Date: December 7, 2016

Dept/Program: Contract Compliance

Funding Source: 5087-00-7600.00

Check One:

<input type="checkbox"/> Small Purchase (less than \$3,000) <input type="checkbox"/> Construction Contract <input type="checkbox"/> Independent Contractor Under \$3,000 <input checked="" type="checkbox"/> Independent Contractor Over \$3,000**	<input type="checkbox"/> Large Purchase (more than \$3,000)** <input type="checkbox"/> Other:
---	--

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

Procurement 17-RFP-008 Three quotes Sealed Bid Competitive Proposal

COMPARATIVE SUMMARY <i>(Minimum of Three Required)</i>				
Company Name	Date	Price	Contact/Phone	Indian Y/N
✓ LACO Associates	12/07/2016	\$ 14,428.00		No
Analytical Environmental Services	12/07/2016	\$ 21,815.00		No
WesTech Environmental	12/07/2016	\$ 16,000.25		No
Klamath Wildlife Resources	12/07/2016	\$ 26,300.00		No

Name of Selected Vendor: _____

Basis:

<input checked="" type="checkbox"/> Lowest Price <input checked="" type="checkbox"/> Superior Product/Service <input type="checkbox"/> Based on Annual Price Comparisons <input type="checkbox"/> Sole Source Provider <i>(MUST Attach Detailed Justification)</i> <input type="checkbox"/> Only Qualified Local Provider Due to Geographic Disadvantage	<input type="checkbox"/> Best Qualified Vendor <input type="checkbox"/> Delivery Service Provided
--	--

Comments: LACO was the lowest priced and has provided quality services to the Tribe.

**** REQUIRED SIGNATURES ****

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

Emma Lee Perez
 Requestor

12/7/16
 Date

Laura Mayton
 **Chief Financial Officer

12-8-16
 Date

Emma Lee Perez
 **Director, Administrative Programs & Compliance

12/7/16
 Date

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

 Date

 Other

 Date

PROPOSAL

Karuk Tribe Environmental Assessment Services *Happy Camp Family Services Center*

December 5 , 2016

Prepared By:
LACO Associates, Inc.
21 West Fourth Street
Eureka, California 95521
707 443-5054

LACO

advancing the
quality of life for
generations to come

Planning
Engineering
Geology and Geotechnical
Environmental Science
Materials Testing
Topographic Survey

800 515-5054

www.lacoassociates.com

Eureka | Ukiah | Santa Rosa





December 5, 2016

Emma Lee Perez, Contract Compliance Specialist
Karuk Tribe – Administration Office
64236 Second Avenue, Happy Camp, CA 96039
(530) 493-1600 x2017 | emmaleeperez@karuk.us

Subject: Statement of Qualifications for Environmental Assessment Services

Dear Ms. Perez:

LACO Associates, Inc. (LACO) is pleased to submit our qualifications to perform environmental assessment services in support of development of a Family Services Center in Happy Camp, CA on APN #016-412-200-000. It is our understanding that the project will be funded by the US Department of Housing and Urban Development (HUD) using an Indian Community Block Grant (ICDBG).

LACO's in-house environmental scientists possess the required understanding, experience, and knowledge to effectively complete the Environmental Assessments in accordance with the National Environmental Policy Act for projects being constructed under the jurisdiction of HUD. We are familiar with 24 CFR Part 58 "Environmental Review Procedures for Title 1 Community Development Block Grant Programs," the Statutory Checklist (24 CFR 50.4 or 24 DFR 58.6 and 58.5), and the most current methods for the analysis of potential environmental effects.

Our team offers the following benefits:

Unparalleled Experience: Under our proposed Scope of Services, L. Robert Ulibarri AICP, REA will serve as Project Director. Mr. Ulibarri is a Registered Environmental Assessor (REA) registered through Cal_EPA whose qualifications guarantee he possesses the skills necessary to conduct an EA (Title 22 CCR Section 67100.10). Mr. Ulibarri has over 32 years of experience in environmental planning and has prepared over 500 environmental assessments in the past ten years, including many for ICDBG-funded projects. With such extensive experience, Mr. Ulibarri provides the expertise necessary to streamline the preparation of your EA while minimizing project costs and maintaining excellent quality.

Local Presence: Our home office in Eureka will enable us to meet your project budget without excessive travel costs. We are familiar with the Orleans area, and we are dedicated to serving the Karuk Tribe in a manner that is respectful of the cultural and aspirations of the Tribe.

THPO Sensitivity: Now that the Karuk Tribe has assumed THPO responsibilities, we are pleased that the Section 106 consultation process will be with the Tribe instead of the State. We have worked with several of the THPO's in the North Coast and have the level of sensitivity required for the protection of cultural resources.

LACO has over five decades of experience working effectively with Tribal Governments throughout Northern California. We consistently earn excellent performance ratings from our Tribal clients and have been recognized for excellence in our planning, engineering, geotechnical, environmental, and design services for a variety of tribal projects. ***This recognition is evidence of our willingness to listen to our clients and work proactively to create solutions that meet their needs.***

The following proposal presents our firm and team qualifications and a summary of our understanding and approach to the work we would provide. Resumes have been provided as Attachment A. A detailed cost estimate has been provided as

21 W. 4th Street, Eureka, California 95501 707 443-5054 Fax 707 443-0553
311 S. Main Street, Ukiah, California 95482 707 462-0222 Fax 707 462-0223
3450 Regional Parkway, Suite B2, Santa Rosa, California 95403 707 525-1222

Attachment B.

We are enthusiastic about this opportunity to build upon our current relationship with Tribe. Thank you for considering LACO's qualifications for this assignment. With any questions or to discuss next steps in moving your project forward, please contact either of the contacts listed below at (707) 443-5054.

Sincerely,
LACO Associates



Robert Ulibarri, AICP/REA
Senior Environmental Planner and Tribal Government Services Director



Michael D. Nelson, AICP
President and Planning Director

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Attachment A: Project Team Resumes

Attachment B: Cost Estimate

Attachment C: Fee Schedule

Attachment D: HUD-Recommended Format for Conducting Part
58 Environmental Assessments

FIRM DESCRIPTION

LACO Associates, Inc. (LACO) is a multi-disciplinary engineering consulting firm. We are a full service firm, providing integrated solutions for development, infrastructure, and geo-environmental projects to advance the quality of life for generations to come.

LACO was founded in 1954, incorporated in 1972, and maintains a staff of approximately 60 full- and part-time employees who serve Northern California from offices in Eureka, Ukiah, and Santa Rosa, California. Our personnel include 7 registered Civil Engineers (2 with Geotechnical Engineer licensure), 3 Certified Engineering Geologists (1 with Certified Hydrogeologist licensure), 5 Professional Geologists, 4 AICP-Certified Planners, as well as technicians and junior staff in training for professional licensure or certification as engineers, designers, geologists, and planners. The firm also employs two accredited soils/materials testing laboratories.

Our core services include:

- Engineering
- Environmental Science
- Geology and Geotechnical Engineering
- Planning, Permitting, and Environmental Compliance
- Environmental Remediation
- Construction Materials Testing and Special Inspection

As a multidisciplinary firm and Certified California Small Business, LACO is unique in that we have a broad perspective of our client's needs and the flexibility and responsiveness of a small firm. Our streamlined "integrated services approach" increases our client's return on investment by identifying project issues early in the planning process. We have the resources to analyze project concerns from environmental impacts and permitting issues to geotechnical and engineering constraints in addition to site-specific technical issues. This broad perspective is unique among small firms, and is fundamental to our ability to deliver quality work at an affordable cost.

In addition to the core services listed above, LACO provides the following professional planning and development support services:

- Feasibility Studies, Site Planning and Design
- Topographic Survey
- Subdivisions
- Water and Wastewater Infrastructure Engineering
- Green Infrastructure Planning
- Storm Drainage Management
- Phase I/II Environmental Site Assessments
- Soil and Groundwater Remediation
- Hazardous Material Management and Abatement
- Urban, Regional, and Transportation Planning
- Wetlands and Watersheds Planning/Mitigation
- Traffic, Noise, and Air Quality Studies
- Public Participation (Outreach, Facilitation, Charrettes)
- Grant Writing

This diversity allows us to serve our clients during each phase of a project, from advance/preliminary planning services, through design and construction management.

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PROJECT UNDERSTANDING

The Karuk Tribe of California (Tribe) is utilizing funding from the U.S. Department of Housing and Urban Development (HUD) under the Indian Community Development Block Grant (ICDBG) Program for the development of a Family Services Center to be located in Happy Camp, CA. The proposed development will be located on tribal trust land on APN #016-412-200-000. In order to take advantage of grant funds and move forward with the proposed project, the Tribe is seeking qualified consultants to oversee and coordinate all activities required to successfully complete an Environmental Assessment (EA) in accordance with the National Environmental Policy Act (NEPA) for the proposed project.



Unless otherwise categorically excluded, HUD requires compliance with NEPA in the development of the Environmental Assessment. Title I of the Housing and Community Development Act of 1974 (as amended), requires that all recipients meet their environmental responsibilities. HUD regulations delegate the responsibility of fulfilling environmental responsibilities to the recipient as required in 24 CFR Part 58 "Environmental Review Procedures for Title I Community Development Block Grant Programs". In addition, 571.605 of 24 CFR requires that the policies of the NEPA as specified in 24 CFR part 58 are effectively implemented prior to release of federal funds.

NEPA and HUD Environmental Assessment Requirements

With some limited exceptions, all federal agencies must comply with NEPA before they make final decisions about federal actions that could have environmental effects (including the funding of projects). NEPA applies to a wide range of federal actions that include, but are not limited to, federal construction projects, plans to manage and develop federal-owned lands, and federal approvals of non-federal activities, such as grants, licenses, and permits.

Because the proposed project is not Categorically Excluded from study under NEPA, HUD is required to adopt findings stating the required level of environmental review for the proposed project has been conducted prior to the release of funds and the start of construction. The level of study necessary to make such a determination is set by the NEPA, 42 U.S.C. 4321 et seq., the Council on Environmental Quality's implementing regulations (CEQ regulations), 40 CFR Parts 1500-1508, and other related environmental impact review requirements, including the implementing policies adopted by the OJP (28 CFR Part 61).

If it is unclear if the proposed project will have a significant effect, an EA is prepared. If the analysis in the EA shows that the action would not have a significant impact, a "Finding of No Significant Impact" (FONSI) will be prepared that documents that there is no need to prepare an EIS.

In general, tasks associated with the preparation of an EA include the following:

- Consult with HUD to determine the appropriate level of NEPA review for the proposed project.
- Review project information and technical studies to understand proposed project details and environmental concerns.
- Coordinate with HUD to develop potential alternatives to the project
- Prepare a draft EA which includes a discussion of the: (1) Need for the project; (2) Alternatives to the proposal; (3) Environmental impacts of the proposed action and alternatives; and (4) A listing of agencies and persons consulted.
- Consult with environmental agencies regarding potential environmental concerns.
- Revise the draft EA based on comments from HUD and prepare a draft EA for public review (if requested by HUD).
- Finalize the EA to reflect any comments from the public and/or environmental agencies.

FIRM AND TEAM QUALIFICATIONS

LACO provides multi-disciplinary professional services to support environmental reviews required under NEPA, CEQA, and related requirements.

We have extensive experience preparing Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), initial studies, environmental assessments, negative declarations, mitigation monitoring and reporting programs, and associated technical studies. Our AICP-certified planners keep informed of court decisions regarding CEQA, NEPA, the Clean Water Act (CWA), Clean Air Act, Coastal Zone Management Act, Endangered Species Act (ESA), Tribal environmental law, and other local, state, and federal laws and regulations in order to provide current information and compliance strategies.

Our areas of expertise include:

- Efficient process management and documentation to ensure compliance.
- Determining the appropriate level of NEPA/CEQA review and preparing the required documentation.
- Clearly identifying project objectives, determining the level of scoping needed, and collecting baseline data for the alternatives analysis.
- Integration of other federal regulations, including Section 7 and 404 of the Clean Water Act (CWA), and Section 106 of the National Historic Preservation Act (NHPA).
- Identifying significance criteria for impact analyses and developing reasonable and achievable mitigation measures.
- Conducting agency and community relations including presenting at public hearings to address public and decision maker concerns and answer technical questions.
- Preparing preliminary, public, and final drafts of environmental documentation.
- Integration of agency and public comment into the proposed project.

LACO specializes in developing innovative and comprehensive regulatory compliance strategies that balance the needs of our clients with state and federal requirements. To accomplish this, we work closely with agencies and multidisciplinary project staff to complete agency consultations and prepare complete permit applications including:

- CWA §404 nationwide permits
- CWA §404 individual permits
- CWA §401 water quality certifications
- Rivers and Harbors Act §10/§9 permitting
- Porter-Cologne Act waste discharge requirements
- Federal ESA §7 consultations
- Federal ESA §10 habitat conservation planning
- NPDES permitting
- Right-of-Way Agreements

Your Project Team

LACO has assembled a highly qualified team to complete the environmental assessment for your proposed project. Detailed resumes for each member of our project team have been provided as **Attachment A**. Summary descriptions of the personnel who will comprise the project team are provided below.

As a multidisciplinary firm, LACO has a team includes professionals with the depth and breadth of experience and understanding necessary to effectively interact at all stages of project development, from environmental constraints and due diligence studies, to technical studies during project design (air, noise, visual, and hazardous materials), public outreach programs, development of regulatory and local agency entitlement strategies, to project-specific environmental documents, regulatory agency approvals; and construction monitoring. LACO has senior staff experienced with all aspects of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Clean Water Act, Clean Air Act, Coastal Zone Act, various Tribal environmental laws and numerous other applicable local, state and federal environmental regulations. These professionals can be assigned as needed to supplement core staff.

Project Director—L. Robert Ulibarri, AICP, REA

LACO has assigned L. Robert Ulibarri, AICP/REA, to serve as your Project Director. Mr. Ulibarri is a California Registered Environmental Assessor (REA) and a member of the American Institute of Certified Planners (AICP). An REA as defined in Title 22 California Code of Regulations, Section 67100.10 is "an individual who, through academic training, occupational experience, and reputation, is qualified to objectively conduct one or more aspects of an environmental assessment". REA's are registered by the California Environmental Protection Agency whose qualification requirements guarantee that an REA possesses the skills necessary to conduct an EA.

Mr. Ulibarri is from the Tóhajiilee/Canoncito Band of Navajos in central New Mexico and is a 33-year resident of Humboldt County. Mr. Ulibarri holds Bachelor Degrees in Sociology and Environmental Science and is a member of the American Institute of Certified Planners (AICP) and is both a professional planner and an environmental scientist. He has served in both the public and private sector as a Planning Director responsible for preparing numerous development plans, integrated resource management plans, master plans, general plan elements, specific plans, comprehensive plans, subdivision developments. He has extensive experience in environmental assessments and land use and infrastructure master planning. His project experience includes Phase I and Phase II Environmental Site Assessments (ESAs) to determine the need for environmental investigation and liability associated with various properties and environmental impact analysis conducted in accordance with provisions of the California Environmental Quality Act and National Environmental Policy Act (CEQA/NEPA).

Throughout his career, Bob has worked for more than 185 tribal governments, 12 counties, and a dozen cities and has prepared over 550 CEQA/NEPA documents related to municipal and tribal government development projects, including multiple fee-to-trust property transfers and ICDBG-funded housing projects: Mr. Ulibarri has extensive experience working with tribal governments, the U.S. Department of Interior, EPA, and other Federal Agencies.

Mr. Ulibarri has over 32 years of experience in environmental planning and has prepared over 500 assessments in the past ten years including:

LACO

- ▶ Karuk Tribe – Renovation of Yreka Health Clinic, Yreka, CA (HUD)
- ▶ Karuk Tribe—Anavkaam Parking Facility, Happy Camp, CA (BIA)
- ▶ Karuk Tribe—Gerald Peters Residence, Orleans, CA (ICDBG)
- ▶ Karuk Tribe—Community Center Construction, Yreka, CA (ICDBG)
- ▶ Karuk Tribe—Land Acquisition for Housing, Orleans, CA (ICDBG)
- ▶ Karuk Tribe—Community Center Construction, Orleans, CA (ICDBG)
- ▶ Manchester/Point Arena Band of Pomo—Casino Construction, Pt. Arena, CA (Private)
- ▶ Rohnerville Rancheria—Community Center Construction, Rohnerville Rancheria (ICDBG)
- ▶ Hoopa Valley Tribe—Bald Hills Water Distribution, Hoopa, CA (EPA)
- ▶ Smith River Rancheria—Circulation and Road Safety Construction, Smith River, CA (BIA)
- ▶ Smith River Rancheria—Wastewater Treatment Plant & Casino Expansion, Smith River, CA (Private)
- ▶ San Pasqual Band of Indian—Valley View Casino, Valley Center, CA (Private)
- ▶ Pinoleville Rancheria—Land Acquisition for Housing, Ukiah, CA (ICDBG)
- ▶ Guidiville Rancheria—Land Acquisition for Housing, Ukiah, CA (ICDBG)
- ▶ Picayune Rancheria—Land Acquisition for Housing, Oakhurst, CA (ICDBG)
- ▶ Blue Lake Rancheria—Community Building, Blue Lake Rancheria (ICDBG)
- ▶ Pit River Tribe—Tribal Clinic Expansion, Pit River Tribe (ICDBG)
- ▶ Mooretown Rancheria—Land Acquisition for Housing, Oroville, CA (ICDBG)
- ▶ Mooretown Rancheria—Community Center Construction, Oroville, CA (ICDBG)
- ▶ Sherwood Valley Rancheria—Land Acquisition & Community Center, Willits, CA (ICDBG)
- ▶ Quartz Valley Indian Reservation—Land Acquisition for Housing, Ft. Jones, CA (ICDBG)
- ▶ Santa Ynez Reservation—Road Construction, Santa Ynez, CA (NAHASDA)
- ▶ Santa Ynez Reservation—Flood Control Improvement Plan, Santa Ynez, CA (ICDBG)
- ▶ Tule River Indian Reservation, Painted Rock Dam Improvement Project (USBOR)
- ▶ Tule River Indian Reservation—Multi-Purpose Justice Center, California for the Center for Community Alternatives (US DOJ)
- ▶ Tule River Indian Reservation—Gymnasium Construction, Porterville, CA (ICDBG)
- ▶ Tule River Indian Reservation—Fire Protection Facility, Porterville, CA
- ▶ Tule River Indian Reservation—Eagle Mountain Casino and Resort, Springville, CA (Private)
- ▶ Tule River Indian Reservation—Fee-to-Trust Conveyance, Porterville, CA (BIA)
- ▶ Torres-Martinez—Childcare and Education Facility, Thermal, CA (ICDBG)
- ▶ Torres-Martinez—Senior Housing, Thermal, CA (ICDBG)
- ▶ Torres-Martinez—Community Gymnasium, Thermal, CA (ICDBG)
- ▶ Hopland Indian Reservation—Gymnasium Construction, Hopland, CA (ICDBG)

As Project Director, Mr. Ulibarri will manage day-to-day work responsibilities, serve as the Tribe's primary point-of-contact, and will have full responsibility for ensuring that the Scope of Services proposed herein is executed to your satisfaction.

Principal-in-Charge—Michael D. Nelson, AICP

Michael D. Nelson, AICP has over 18 years of professional planning experience and currently serves as LACO's President and Planning Director. Mr. Nelson has extensive experience in project management,

environmental compliance, entitlements, design, and construction. He has managed projects from the due diligence phases through design, construction, and Certificate of Occupancy phases in California, Utah, Arizona, Hawaii, the US Virgin Islands, and Bermuda. As Principal-in-Charge, Mike will provide oversight of the contract between LACO and the Tribe, consult on complex planning and technical issues, and be responsible for the quality assurance/quality control of all outgoing deliverables.

Project Manager—Elizabeth A. Burks, AICP

Elizabeth A. Burks, AICP joined LACO in 2013 with eight years of professional public land use planning experience and currently serves at LACO's Planning Department Manager. Ms. Burks has extensive experience preparing and managing environmental documents in compliance with CEQA and NEPA requirements. In her previous position as a Senior Planner for Humboldt County, Beth handled permitting and CEQA compliance for increasingly complex development projects including commercial proposals, infrastructure improvements, coastal developments, residential subdivisions, and developments affecting sensitive coastal areas. As Project Manager, Beth will be responsible for contract, schedule, and budget management to ensure that your project is completed on time and within budget.

Biologist/Botanist (Ethnobotanist)—Gary S. Lester

Mr. Lester has over 28 years of experience in rare plant surveys, 20 years of experience in wildlife surveys, 10 years in the preparation of NEPA/CEQA documents and 15 years of experience in wetlands investigations. Mr. Lester has surveyed in Mendocino, Sonoma, Lake, Monterey, Mendocino, Trinity, Humboldt, Butte, and Del Norte counties extensively in the past 17 years. Mr. Lester has worked closely with agencies such as U.S. Army Corps of Engineers, California Department of Fish and Game, U.S. Fish and Wildlife, and the California Coastal Commission to analyze, monitor, and prepare mitigation plans for numerous projects. Mr. Lester also specializes in native plant landscaping and ethnobotany.

Planning Associate—Marissa L. Adams

Marissa Adams is a mid-level environmental planner with 17 years of experience in environmental planning and communications. She has significant experience conducting outreach and coordinating public participation requirements in compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). She is experienced environmental analysis and agency and community relations for high profile planning and development projects and is a strong technical writer with the ability to understand and synthesize complex environmental, regulatory, and technical information. As part of the Project Team, Marissa will assist with project research and authoring technical documents, required notices, and correspondence.

Complete resumes for the professional staff listed above are provided as **Attachment A-Resumes**.

SCOPE OF SERVICES

LACO proposes to perform an Environmental Review at the Community Level (Format III) for this project. A program guide issued by the U.S. Department of Housing and Urban Development dated July 1993 will be utilized so that conformance with the statutes mandated under Federal law are met.

LACO proposes to utilize the Suggested Format for Environmental Assessment for HUD-funded Proposals provided by HUD for the preparation of the environmental documentation under Part 58 titled: *Environmental Assessment, Determinations and Compliance Findings for HUD-assisted Projects, 24 CFR Part 58* developed by the Pacific Region of HUD dated March 2005 and provided as **Attachment D**.

The following scope of work assumes that an EA will be the appropriate level of NEPA review for the proposed project. It also assumes that consultation with HUD will occur in an expeditious manner, and that no new technical studies are needed to assess project impacts, including impacts to biological and archaeological/cultural resources. If a different level of NEPA review or additional technical studies are required, an amendment to the scope and budget will be required.

For the purposes of this undertaking, the Karuk Tribe is the Applicant and HUD is the Lead Agency. Because the project is located on tribal trust land, CEQA is not required.

The following services will be performed:

Project Initiation, Kick-Off Meeting, and Site Visit

- ▶ Participation in a kick-off meeting with the Tribe to initiate the project. The draft scope of work, work schedule, and cost estimate will be presented for review and discussion. Based on feedback, adjustment to the tasks and schedule will be made and a final scope of work and schedule will be approved. The kick-off meeting will be followed by a site visit.
- ▶ Participation in a site visit with tribal and agency representatives to discuss the project requirements and any concerns.

Project Data

- ▶ Narrative on the existing conditions and trends of the property proposed for development including geological, hydrological, botanical, archeological, and socioeconomic conditions of the Tribe.
- ▶ Project description including alternative methods explored and the rationale governing the selection of the preferred alternative.

Source Documentation

- ▶ Factual source documentation will be gathered through contacts with the Indian Health Service, tribal records, the Natural Resource Conservation Service, County agencies, Tribal archives, and through field observations.
- ▶ Data gathered will be packaged and provided to the Tribe so that future use of the information can be realized for subsequent EA's by the Tribe and NCIHA.

Environmental Assessment Preparation

- ▶ A brief description of administrative procedures and environmental planning activities undertaken in the preparation of the EA will be created.
- ▶ A summary of existing environmental conditions will be provided to set the context for the analysis of potential environmental changes the project may induce.
- ▶ The EA Statutory Checklist will be performed including the source documentation of each affected element of environmental law depicted in the checklist.
- ▶ An alternative analysis and the comparison of options for the project will be presented.
- ▶ If necessary, the EA Checklist will identify areas of impact needing further study. The results of this effort will identify environmental impacts in selected categories and will summarize recommended mitigation actions.
- ▶ Relevant correspondence, a listing of site visitations, and meetings with officials involved internally and externally will be provided. A final listing of the major participants, their titles, and their roles in the project will be specified.
- ▶ Finally, the EA's findings, including the level of clearance, will be prepared for the certifying officer's signature and forwarded to the local newspaper for publication and public comment.
- ▶ If necessary, public comments received will be incorporated into the EA and mitigation measures formalized. If applicable a Finding of No Significant Impact (FONSI) Certification and Request for Release of Funds prepared for the certifying officer's signature will be created.

Environmental Review Standards

The following HUD standards shall be utilized in the formulation of an Environmental Assessment document for the proposed project:

Purpose

Title I of the Housing and Community Development Act of 1974 as amended by the Housing Reform Act requires that all recipients meet their environmental responsibilities. HUD regulations delegate the responsibility of fulfilling environmental responsibilities to the recipient as required in 24 CFR Part 58 "Environmental Review Procedures for Title I Community Development Block Grant Programs".

The environmental review process for HUD projects described in 24 CFR Part 58 is summarized as follows:

HUD recipients are required to assume the responsibility for conducting environmental reviews.

A HUD environmental review process consists of two sets of requirements:

1. The first set is based on the NEPA as amended and the implementing regulations issued by the Council on Environmental Quality found in 40 CFR Parts 1500 through 1508.
2. The second set is derived from other statutory and regulatory requirements of various Federal agencies such as the Environmental Protection Agency (EPA), the Advisory Council on Historic Preservation, or HUD's own requirements.

There are three types of environmental reviews depending on the action being proposed:

1. Categorically Excluded Projects - For activities such as housing rehabilitation, NEPA does not apply. However, regulations other than NEPA may apply. A short form of documentation such as a "checklist" is all that is required.

2. Actions Requiring an EA - For these an EA is carried out to determine whether the project will or will not have a significant impact on the human environment.
3. Actions Requiring an Environmental Impact Statement (EIS) - An EIS is required either because a finding is made after or during the completion of an EA that the action may significantly affect the quality of the human environment or because certain thresholds established in 24 CFR Part 58 are exceeded.

Summary of NEPA Requirements for EA's

An EA must include brief discussions of the purpose and need for the proposed project and must include feasible alternatives or options to what is being proposed. The purpose of an EA is to gauge the cumulative impact of a project on the environment and to evaluate both the adverse and beneficial impacts the proposed project will have on the environment. If on balance the agency responsible for performing the EA determines that the proposed project will have a beneficial effect, then a FONSI is made. If on balance it is determined that the proposed project will impact the human environment significantly, then an EIS is required for the project to proceed. Based on our understanding of the proposed project, an EIS will not be required.

There are three stages of environmental review:

- Stage 1: Early Planning/Assessment Procedures
- Stage 2: Beginning the EA
- Stage 3: Completing the EA and Reporting the Findings (when no EIS is required)

The first stage requires the identification of environmental areas that could potentially be affected by the proposed project. Since any development will have adverse or beneficial impacts upon the human environment, a number of alternatives are possible during the assessment stage: (1) a determination is made that the scope of the project is exempt or categorically excluded from NEPA requirements; (2) the proposed project will require an EA to test the probability or absence of significant environmental impacts; or (3) an EIS is needed because the project will definitely impact the human environment and detailed analysis is warranted.

At the second stage, if established as necessary during the first stage analysis, an EA is performed. An EA examines all the NEPA requirements, other Federal Statutory requirements and HUD regulatory requirements in sufficient detail to make a finding as to whether the project will affect the environment.

At the third stage, if a FONSI is made, the public must be given the opportunity to review and comment on the decision before HUD releases funds for the project. The recipient is required to publish their FONSI in a newspaper of general circulation and to make available for public inspection of the EA during reasonable business hours. The public is invited to submit written comments to the recipient within 15 calendar days stating their objection to the project based on the EA. The recipient must consider all valid environmental related comments. In addition to objections submitted to the recipient, objections may be submitted directly to HUD in accordance with the required procedures found in 24 CFR Part 58. Objections to the FONSI certification must also be submitted to HUD within 15 days. All told, the public is provided with a 30-day time frame to raise objections or to submit written comments. This process constitutes most of the requirements mandated under NEPA.

Statutory Requirements During the EA Process

Certain Federal and State requirements must be met during the EA and EIS process. These requirements are divided into two categories: (1) environmental areas considered Regulatory Compliance Programs; and (2)

environmental areas regarded as Regulatory Considerations. Both categories consist of a myriad of laws, Executive Orders and certain HUD mandated requirements, including:

Regulatory Compliance Programs:

- ▶ Historic Properties: The National Historic Preservation Act (PL. 89-665), Preservation of Historic and Archaeological Data Act (PL. 93-291) Executive Order 11593, and Protection and Enhancement of the Cultural Environment (36 CFR Part 800 or 801).
- ▶ Flood plain: Flood Disaster Protection Act (PL. 93-234), the National Flood Insurance Program (44 CFR Parts 59-79), and Executive Order 11988.
- ▶ Wetlands Protection: Executive Order 11990 and applicable State legislation.
- ▶ Coastal Zone Management: Coastal Zone Management Act (PL. 92-583), Executive Order 11990, and applicable State legislation.
- ▶ Coastal Barrier Resources: Coastal Barrier Resources Act (PL. 97-348).
- ▶ Water Supply: Under the Safe Drinking Water Act as amended (PL. 93-523) and applicable EPA implementing regulations.
- ▶ Endangered Species: The Endangered Species Act (16 USC 1531-1543) and applicable Department of Interior and Commerce implementing regulations.
- ▶ Agricultural Lands: The Farmland Protection Policy Act (PL. 97-98).

Regulatory Considerations

- ▶ Air Quality: Clean Air Act as amended (PL. 90-148) and applicable EPA implementing regulations.
- ▶ Water Quality: Federal Water Pollution Control Act (PL. 92-500), the Safe Drinking Water Act as amended (PL. 93-523) and applicable EPA implementing regulations.
- ▶ Solid Waste Disposal: The Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (PL. 94-580) and applicable EPA implementing regulations.
- ▶ Noise: HUD regulations relative to standards for "Noise Abatement and Control" (25 CFR Part 51, Subpart B).
- ▶ Hazards: HUD regulations (24 CFR Part 5C and D), including explosive and flammable operations (24 CFR Part 51C), toxic chemicals/radioactive materials, and airport clear zones and accident potential zones (24 CFR 51D).
- ▶ Environmental Justice: The President's Executive Order (Executive Order 12898) requiring compliance with environmental justice.

In addition to the statutory requirements, the EA must document the effect of the proposed project on local impact categories. A six level rating system of findings is utilized to document the effect of the proposed development on each impact category. They include: "No Impact Anticipated", "Potentially Beneficial", "Potentially Adverse", "Needs Mitigation", and "Requires Project Modification". The following are a listing of impact categories that will be examined during the EA process:

- ▶ Conformance with Comprehensive Plans & Zoning
- ▶ Slope
- ▶ Erosion
- ▶ Soil Suitability
- ▶ Hazards & Nuisances including Site Safety
- ▶ Energy Consumption

- ▶ Air Quality
- ▶ Visual Quality
- ▶ Demographic Character Changes
- ▶ Displacement of Families
- ▶ Employment and Income Patterns
- ▶ Educational Facilities
- ▶ Commercial Facilities
- ▶ Health Care
- ▶ Social Services
- ▶ Solid Waste
- ▶ Wastewater
- ▶ Stormwater
- ▶ Water Supply
- ▶ Public Safety - Police
- ▶ Public Safety - Fire
- ▶ Public Safety - Emergency Medical
- ▶ Open Space
- ▶ Recreation
- ▶ Cultural Facilities
- ▶ Transportation
- ▶ Water Resources
- ▶ Surface Water
- ▶ Unique Natural Features & Agricultural Lands
- ▶ Vegetation and Wildlife

The impacts the proposed project will have on the areas outlined above will be thoroughly documented. Source documentation such as Comprehensive Plans, flood plain studies and other existing documents will be researched and cited in the EA. Public officials responsible for any of the areas listed will be contacted and relevant information they provide will also be cited in the EA.

Relevant correspondence, a listing of site visitations, and meetings with officials involved internally and externally will be provided. A final listing of the major participants, their titles and roles in the project will be specified. At a minimum, the following agencies will be contacted:

- ▶ State Historic Preservation Officer
- ▶ California Historical Resources Inventory System (CHRIS)
- ▶ Federal Emergency Management Agency
- ▶ U.S. Fish and Wildlife Service
- ▶ California Department of Fish and Game
- ▶ County Planning Department
- ▶ County Public Works Department
- ▶ Soil Conservation Service
- ▶ Bureau of Indian Affairs
- ▶ Indian Health Service

- ▶ County Sheriff's Department
- ▶ Local School District
- ▶ Local Fire Department and Fire District
- ▶ Gas and Electric Company
- ▶ Telephone Company
- ▶ Unified Air Quality District

Written consultation with agencies is expected to provide information equivalent to the scoping session referenced in the RFP. All the information outlined above will be assembled into the final EA. At the end of the documentation process, the cumulative impacts both adverse and beneficial will be balanced and a finding issued.

Public comments received both at the public notice level and from any scoping session will be incorporated into the Environmental Review Record (ERR) and mitigation measures will be formalized. If applicable, a FONSI Certification and Request for Release of Funds will be prepared for the certifying officer's signature.

The draft EA will be streamlined so that unnecessary information is not included in the document. Findings will be presented in "executive summary" form with specialist reports attached as appendices to the final EA.

Project Management

Effective project management is critical to project success. LACO recommends conference calls with the Tribe at key decision points to receive input on our approach and to identify potential conflicts or benefits of a certain approach. Decisions made during conference calls will be documented in meeting notes and a decision log. LACO will provide monthly updates on the project schedule and monthly invoices detailing the status of the budget for each task as a percentage of the budget expended.

Deliverables

Deliverables associated with the proposed scope of services outlined herein will include the following:

- Two camera-ready unbound copies of the Draft EA including specialist reports and appendices for review by the Tribe and HUD.
- An electronic file copy of the draft documents to be submitted to the Tribe and HUD including appendices in PDF format on CD.
- One final camera-ready unbound copy of the Final EA including appendices.
- Two copies of the Final EA following HUD acceptance.
- An electronic file copy of the entire EA including references and appendices in PDF format on CD.

PROJECT SCHEDULE

LACO is committed to providing services within the timeframe established by the Tribe. Upon work authorization, LACO will work with the Tribe to finalize a work plan and schedule and quickly begin the process of data collection and analysis. The preliminary schedule for the project is based on work plan defined in the previous section and is shown below:

- Preparation of Draft EA—30 days
- Review draft EA and issue draft FONSI—7 to 14 days
- Circulate EA and draft FONSI for public comment—30 days
- Review comments and modify plans, as appropriate—7 to 14 days
- Issue final action on EA—7 days

Total Estimated Timeframe—81 to 95 Days

The time required to complete the process may be extended if the draft EA is determined by HUD to be incomplete or insufficient, if the proposed project would adversely impact the environment, and/or if there is significant public opposition to the project.

COST ESTIMATE

The technical studies and environmental documents listed in the Scope of Services section of this proposal reflect LACO's understanding of the anticipated level of effort that will be required to complete an environmental assessment for the proposed project. These documents can be prepared at a cost not to exceed \$14,145 (plus 2% TERO Tax). A detailed cost estimate has been provided as **Attachment B**. LACO is pleased that the Karuk Tribe has assumed THPO status as it reduces the cost and timing of satisfying the requirements of 36 CFR Part 800 and Section 106 consultation.

As previously noted, the actual distribution of charges may vary significantly from the estimate as a result of the actual level-of-effort required to obtain and review necessary information pertinent to project objectives and the level of cooperation provided by relevant agencies.

LACO's planning services will be billed at the following hourly rates, plus expenses.

Employee Name	Title	Rate/hour
Robert L. Ulibarri, AICP	Senior Planner	\$110.00
Michael D. Nelson, AICP	Principal	\$140.00
Elizabeth A. Burks, AICP	Planning Manager	\$120.00
Gary S. Lester	Biologist/Botanist	\$90.00
Marissa L. Adams	Planning Associate	\$90.00

Depending on the project's needs, LACO may utilize other in-house staff including assistant- and associate-level planners, technicians, administrative staff, and technical experts including hydrogeology, geotechnical, engineering, and biology specialists. Additional services as well as indirect costs such as reproduction and postage will be billed according to the Fee Schedule provided as **Attachment C**.

If the Tribe requires services beyond those specified herein, LACO would be happy to provide an amendment for additional professional services.

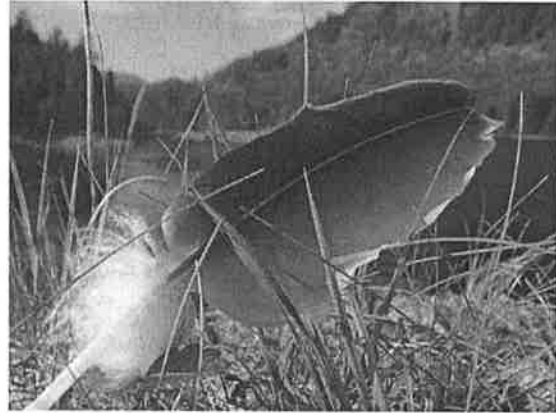
If the event that LACO is unable to provide a necessary service and proposes to engage a sub-consultant for that service, the selection of the sub-consultant services will be approved by the Tribe. A 15% surcharge will be added to all sub-consultant fees.

Assumptions and Exclusions

- Public notices shall be the responsibility of the Tribe.
- The estimated costs do not include the cost of publication of the FONSI.
- It is assumed that no new technical studies will be needed to adequately assess potential project impacts.
- Direct expenses including an Environmental Data Resources (EDR) report for hazardous waste and a record search from the California Historical Resources System (CHRIS) for archaeological/historical resources are not included. These two database searches are used to satisfy the documentation requirements set forth by HUD under 24 CFR 58.5(i)(2) for toxic or hazardous substances and 36 CFR 800 for archaeological/historical resources.
- Other direct costs including mileage, postage, and printing costs will be billed to the client at cost according to the Fee Schedule provided as Attachment C.

INDIAN PREFERENCE

LACO is an equal employment opportunity employer and has extensive experience working with Tribal governments. As such, we are familiar with the requirements of Indian Preference in contracting within "Indian Country." Our project team recognizes the importance of Tribal Employment Rights Ordinances (TERO) within Indian Reservations and understands the role that Section 4(c) of the Native American Self-Determination and Education Assistance Act (P.L. 93-638) has in respect to the employment of Native American sub-contractors. In addition, LACO has active agreements with several TERO programs, and pays TERO taxes as applicable.



Two of LACO core employees are Native American, one of whom will have a key role in carrying out the project. As indicated in standard Tribal TERO definitions, "core employee" is defined as an individual who is regularly employed by the contractor in a supervisory or other key position..."

- Mr. L. Robert Ullbarri, AICP, REA is a member of the Tóhajiilee/Canoncito Band of Navajos in central New Mexico and is in a supervisory role. He has been a full time employee of LACO since 2009.

RELATED PROJECT EXPERIENCE

Summary descriptions of LACO's related project experience are provided on the following pages.

Tule River Tribe—Multi-Purpose Tribal Justice Center Permitting and Entitlements

The Tule River Indian Reservation is located 15 miles east of Porterville, California. The Reservation is 55,000 acres along the western slope of the Sierra Mountains and is bordered by the Sequoia National Park on all sides.

LACO assisted the Tribe in the permitting and entitlements for their Justice Center including completion of an environmental assessment (EA), a biological assessment, CEQA compliance, and a cultural resource report. As the first Department of Justice (DOJ) Correctional Facility on Tribal Lands Program in California, the project was particularly challenging as the U.S. Department of Justice, Office of Justice Programs, was not familiar with the California Indian experience.

The project consists of a single-tribe multi-purpose justice center. Plans include a two-story, 12,490 square foot building with a parking lot. The proposed Justice Center will align with the other tribal and non-tribal social service, health, and legal entities to provide probation services, substance abuse, and mental health screening, assessment, and treatment services, employment assistance, family reunification, and referrals. The Tribe will coordinate inmate services with the California Department of Corrections and the Tulare County Sheriff's Department on issues including parole supervision, probation monitoring, court supervision, transportation, and case management. The facility was completed in November 2014.



Contact

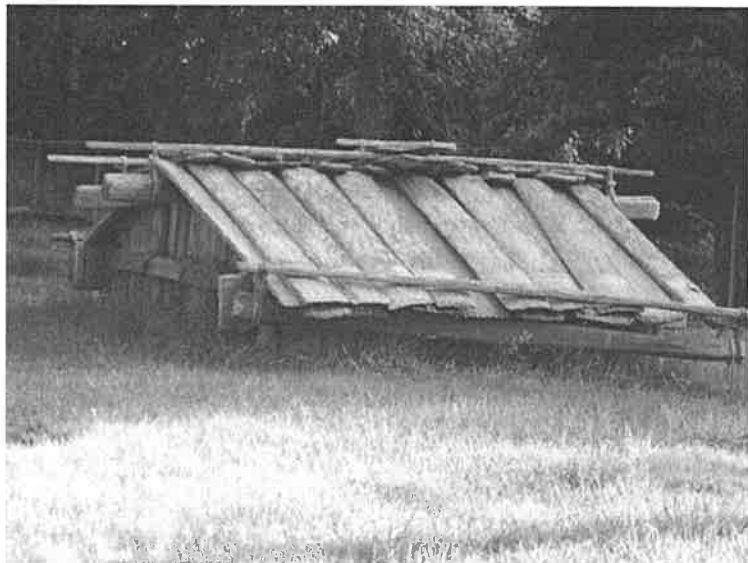
Larry DeSoto, Planning Director
Tule River Tribe
P.O. Box 589, Porterville, CA 93258
(559) 781-4271 Ext. 1006

Yurok Tribe Scenic Byways Visitors Center and Culture and Knowledge Park

LACO prepared an Environmental Assessment and Architectural and Engineering Plans for this \$1.5 Million Federal Highway Administration and Community Development Block Grant (CBDG) funded project. LACO also provided a geotechnical exploration, survey services, prepared construction documents and specifications, and provided bid assistance. The Scenic Byways Visitor's Center project consists of a 3,750-square-foot facility and associated infrastructure. The building design is fully ADA compliant, and includes:

- Welcome area
- Exhibits
- Interpretation features (Traditional Yurok houses and sweat lodge)
- Gift shop
- Connection to the community water system & utilities
- Restrooms
- Office space
- Parking area
- Walkways
- Handicapped parking area
- Amphitheatre
- Landscaping
- Drainages
- Stormwater Pollution Prevention Plan (SWPPP) for both projects

The Yurok Tribe decided to alter the direction of their original project by transitioning the project to a new site. Despite this significant change, the Tribe requested that LACO complete the project within the remaining budget and on an expedited schedule. LACO's engineers,



architect, designers, geologists, and surveyors collaborated to meet the Tribe's project needs, and this multidisciplinary collaboration enabled our team to meet the Tribe's budget and schedule challenges.

The Park includes landscaped open spaces, an outdoor gathering circle (amphitheater), traditional Yurok redwood village and sweathouse, walking trails, salmon fire pit, canoe carving area, ADA compliant restrooms, outdoor lighting, paved parking areas and access roadways. The cultural park provides an outdoor public facility for Tribal families to recreate, conduct community wellness activities, such as cultural sweats, traditional stick games, salmon cookouts, family and Tribal gatherings, and provides an interchange of Yurok culture and history to current and future generations.

Working closely with the Tribe, LACO designed the Yurok Visitor Center to incorporate green building practices and renewable energy, minimizing the environmental footprint in keeping with traditional Yurok design and building practices. The facility also utilizes solar, wind, geothermal heating, and sustainable materials. Energy efficiency was also a key theme throughout the building design, especially in the areas of HVAC, lighting, appliances, and weatherization. Landscaping includes local native plants as well as interpretive signage indicating the native Yurok usage of the plants.

Contact

Joe James, Transportation Manager, Community Development and Planning Department
Sophia Lay, Planner III
190 Klamath Boulevard, Klamath, CA 95525
(707) 482-1350, Ext. 331

Yurok Tribe Lake Prairie Power Line Extension

The Yurok Tribe (Tribe) retained LACO to prepare an environmental assessment (EA) to extend power and telephone services to remote rural communities near the village of Weitchpec, California.

The Tribe has been working for many years to provide basic energy services to Tribal members on the Reservation. Because of the remote location of the Reservation in a deep canyon along the Klamath River between its confluence with the Trinity River and the Pacific Ocean, grid electricity is still unavailable to a substantial portion of the Reservation's residents, causing hardship for Tribal members and severely thwarting economic development. The Reservation's location, straddling two counties in the most remote corners of two large utility companies' service territories, presents numerous difficulties in providing adequate and consistent energy services to all residents. Efforts to promote sustainable development on the Reservation are impossible without a reliable and affordable source of electrification and basic phone service. The Tribe is particularly sensitive to the needs of tribal elders, of which there are many on the upriver section of the Reservation. The Tribe's goal is to provide reliable, safe power and telephone service needed for these elders, the handicapped, and the general population.

Our project team assisted the Tribe in achieving their goal by preparing an the EA under the Rural Utilities Service (RUS) Bulletin 1794A-601 and in accordance with the revised Environmental Policies and Procedures, 7 Code of Federal Regulations (CFR) Part 1794. The proposed project involves approximately 2 miles of power line to be extended from the Pacific Gas and Electric (PG&E) grid in Weitchpec near State Route 169, up and along portions of several named and unnamed, unimproved rock surfaced roads. The power line will be installed above ground through steep and rugged, predominantly forestland of redwood, Douglas fir, and oak, and will require approximately 100 power poles. In addition, Verizon will string overhead telephone lines from on the newly installed poles.

This project will extend power and telephone service to single-family residences and a small community water system within the Yurok Indian Reservation in the Weitchpec District where those services were previously unavailable.

Contact

Mandy Mager, Assistant Director
Community Development and Planning Department
190 Klamath Boulevard, Klamath, CA 95525
(707) 482-1350

Please note current contact information: Amanda Mager, City Manager | City of Blue Lake, 111 Greenwood Avenue, Blue Lake, CA 95525 | citymanager@bluelake.ca.gov | (707) 668-5655





Karuk Tribe Anavkaam Parking Facility, Happy Camp, California

Project Owner: Karuk Tribe of California
Project Manager: Sandi Tripp, Transportation Planner
Project Size: \$1,100,000
Completion Date: Date of Completion of Environmental Assessment: 2008
Construction Completion: July 2009

Environmental studies, soil investigations, survey and design, including preparation of separate right-of-way plat for trust and fee land, specification and cost estimates for the Anavkaam Parking Facility was fulfilled by Mr. Ulibarri who was Project Manager. Mr. Ulibarri prepared and completed the EA for the project which was processed and approved by the BIA.

Sandi Tripp, Transportation Project Coordinator
Karuk Tribe of California
64236 Second Avenue, Happy Camp, California 96039
Phone: (530) 627-3593
Email: stripp@karuk.us

ATTACHMENT A

Project Team Resumes

L. Robert Ulibarri, AICP

Senior Planner

Areas of Expertise

NEPA/CEQA Compliance
Transportation Planning
Project Management
General Plan Updates and Amendments
Phase I ESA's
Wetland Delineations

Education

BS in Environmental Studies, Chadwick
University, Birmingham, AL
BS in Sociology, California State University
at Hayward, Hayward, CA

Registrations and Certifications

Certified Planner, American Institute of
Certified Planners (AICP) #011828

Professional Memberships

American Indian Science and Engineering
Society (AISES)
American Institute of Certified Planners
(AICP)

Awards

Recipient of the Conner Byestewa Award
for California awarded by the U.S.
Environmental Protection Agency in
recognition of outstanding service to
the Tribal Communities, 2002
Recipient of the Environmental
Achievement Award issued by the U.S.
Environmental Protection Agency in
recognition for outstanding leadership
in protecting the environment and
public health, 2001
Employee of the Year, LACO Associates,
2012

PROFESSIONAL EXPERIENCE

Mr. Ulibarri has over three decades of experience in policy planning, land use planning, energy resource planning, noise assessments, environmental contamination analysis, environmental impact assessments (CEQA/NEPA), and grant writing. He is both a professional planner and an environmental scientist. Having served in both the public and private sector, Mr. Ulibarri was responsible for preparing numerous development plans, master plans, general plan elements, and specific plans. Throughout his career, he has worked for more than 185 tribal governments, 12 counties, and a dozen cities, providing policy planning, wetland delineations, Phase I Reports, and the preparation of over 550 CEQA/NEPA documents to support municipal and tribal government development projects. As a seasoned Project Manager, Mr. Ulibarri has managed design and construction projects ranging from water and wastewater systems to veteran's cemeteries. Mr. Ulibarri has particular expertise in working with Tribal governments and federal agencies

SELECT PROJECT EXPERIENCE

NEPA Projects

Open Door Community Health Center EA

Open Door Community Health Centers (ODCHC) retained LACO to provide technical services in support of their construction of a healthcare facility in Eureka, California. ODCHC is the largest provider of primary medical and mental healthcare in the area. In order to meet grant funding deadlines, Mr. Ulibarri responded to ODCHC's requests within a very short time frame and completed a NEPA document under the Department of Health and Human Services, Health Resources and Services Administration (HRSA) guidelines.

Tule River Justice Center EA

Mr. Ulibarri assisted the Tribe in the permitting and entitlements for their Justice Center including completion of an environmental assessment (EA), a biological assessment, CEQA compliance, and a cultural resource report. As the first Department of Justice (DOJ) Correctional Facility on Tribal Lands in California, the project was particularly challenging as the U.S. Department of Justice, Office of Justice Programs, was not familiar with the California Indian experience.

Lake Prairie Powerline Extension EA

Mr. Ulibarri prepared an environmental assessment under the Rural Utilities Service (RUS) Bulletin 1794A-601 and in accordance with the Environmental Policies and Procedures, 7 Code of Federal Regulations (CFR) Part 1794. The Lake Prairie Powerline Extension involves the extension of Pacific Gas and Electric (PG&E) grid from the village of Weitchpec near State Route 169 up and along Lake Prairie Road. The power line extension is approximately 2 miles in length all which will be above ground involving the installation of approximately 100 power poles and will service a portion of the Yurok Indian Reservation in Humboldt County California that did not have the electrical and telephone services.

Taylor Creek Education Center Initial Study and EA

Mr. Ulibarri prepared an environmental assessment and CEQA Initial Study (IS) for the proposed replacement of the Taylor Creek Visitor's Center at the El Dorado National Forest in South Lake Tahoe. NEPA activities included

L. Robert Ulibarri, AICP

Senior Planner

completion of a draft and final environmental assessment pursuant to Forest Service Regulations, Title 36 CFR, Part 220 and the Lake Tahoe Basin Management Unit (LTBMU) requirements, completion of specialist reports (visual analysis, noise assessment, air quality modeling and other associated activities).

CEQA Projects

Redwood Parks Eco-Lodge EIR

Mr. Ulibarri and the LACO project team prepared an environmental impact report (EIR) for the Redwood Parks Lodge Company (RPLC). RPLC sought to develop an Eco-Lodge with a variety of amenities intended to serve the traveling public, specifically those interested in visiting the neighboring Redwood State and National Parks (RSNP). The project consisted of a General Plan Amendment, Rezoning, Conditional Use Permit and other development approvals necessary to construct a tourism-centered lodging facility directed toward a broad mix of potential customers.

Project Management

Yurok Veteran's Cemetery

Mr. Ulibarri oversaw the completion of a master plan, including the design and construction documents for the Yurok Veteran's Cemetery on 20 acres on the Yurok Indian Reservation. Completed in the fall 2014, the Yurok Veteran's Cemetery is one of the first Tribal Veteran's Administration (VA) funded cemetery in the Nation. LACO, in very close collaboration with the Yurok Tribe, prepared all of the design and construction documents in a record two months. The site was particularly challenging because the area is completely off-grid and electricity and water is not available.

This unique project blended VA requirements with Yurok cultural elements, both traditional and contemporary. The cemetery is open to all Indian Veteran's in Humboldt and Del Norte Counties and includes 500 burial sites, a solar-powered committal shelter, a maintenance building, avenue of flags, a memorial kiosk, and associated infrastructure. A few design elements reflect the Tribe's culture, such as a roofline that mimics the roofline of a traditional Yurok redwood plank house, a native plant landscape incorporating the ethnobotany of the Tribe, and a rainwater catchment system.

Smith River Rancheria Phase II Wastewater Project

Mr. Ulibarri was Project Manager for the preliminary design of the Smith River Rancheria wastewater system including facilitation of public meetings with affected land owners and obtained the funding for the Smith River Rancheria's wastewater collection and distribution system in part from EPA and HUD. As a result of his grant writing efforts, the Tribe was awarded nearly \$1.6 million for this project. The system entailed the installation of approximately 3,400 feet of 3-inch force main, 5,200 feet of 6-inch gravity line, 2 lift stations, at least 40 lateral service lines, and associated appurtenances such as manholes, cleanouts, mechanical and electrical equipment, telemetry, generators, and pump station buildings. LACO provided permitting and planning services, design, and construction management of the project under Mr. Ulibarri's direction.

Yurok County Visitor's Center

Mr. Ulibarri prepared an Environmental Assessment and was Project Manager for Architectural and Engineering Plans for this Federal Highways Administration and CDBG funded project. LACO also provided a geotechnical exploration, survey services, and prepared the construction documents, specifications, and provided bid assistance. The Scenic Byways Visitor's Center project consists of a 3,750-square-foot facility and associated infrastructure. Working closely with the Tribe, LACO designed the Visitor Center to incorporate green building practices and renewable energy, minimizing the environmental footprint in keeping with traditional Yurok design and building practices. The facility will utilize solar, wind, geothermal heating, and sustainable materials.

City of Shasta Lake/Wintu Tribe Cultural Center

LACO has a unique team of professional consultants whose skills are specifically suited for the design and development of cultural centers, community centers, and museums. Mr. Ulibarri was responsible for client relations and project management for the Phase 2 tenant improvements for the Wintu Cultural Resource Center. This 6,000-square foot facility honors the cultural heritage of the Wintu people and continues a long history of cooperation and community prosperity that exists between the City of Shasta Lake and the Wintu Tribe by bringing community attention to their history and culture.

L. Robert Ulibarri, AICP

Senior Planner

Policy Planning

Mendocino County UVAP and General Plan Assessment

LACO inventoried and prepared a strategy for fulfilling a variety of policies, action items, implementation measures, environmental mitigation measures, and related commitments identified in the 2009 Mendocino County General Plan (GP) and 2009 Ukiah Valley Area Plan (UVAP), and their associated Environmental Impact Reports (EIRs) adopted pursuant to the California Environmental Quality Act (CEQA). Mr. Ulibarri was responsible for determining which implementation measures were mandated by legislation and/or CEQA mitigation measures. This process involved reviewing the applicable statute or law associated with each item and considering the timeline/level of effort associated with implementing each item and/or the CEQA implications of postponing their implementation.

City of Arcata Samoa Boulevard Specific Plan

Mr. Ulibarri was part of the LACO team that worked on the Specific Plan for the Samoa Boulevard Specific Plan for the City of Arcata. The Plan will guide the City of Arcata in its planning efforts to create a more inclusive and vibrant city within the Project Area. The purpose of the Plan is to develop a community vision for the City and create tools and strategies to implement the vision through recommendations for public and private development. The Plan will guide development in these areas by specifying policy and implementation guidelines for land uses, public facilities, and private facilities required to support the land uses, phasing of development, conservation standards, development standards, design guidelines, interior circulation, infrastructure financing, and implementation measures.

Humboldt County Water Resources & Public Facilities Elements of the General Plan

Mr. Ulibarri and other staff prepared the Public Facilities and Infrastructure and Water Resources Elements for the Humboldt County General Plan Update. Both Elements included comprehensive technical reports that accessed the water, wastewater, stormwater, transportation, and fire & police service conditions of Humboldt County.

Trust Conveyances

Berry Creek Rancheria

Mr. Ulibarri prepared an environmental assessment and a Phase I Environmental Site Assessment for the trust conveyance of five parcels of property owned by the Berry Creek Rancheria of Tyme Maidu Indians. The 56.79 acres located near Oroville, CA is to be used for the eventual construction of 36-40 housing units and associated infrastructure. The purpose of the EA is to satisfy the environmental review process of NEPA as set forth under Indian Affairs NEPA Guidebook, 59 IAM 3-H.

Kashia Band of Pomo Indians

Mr. Ulibarri prepared an environmental assessment under Indian Affairs NEPA Guidebook for the conveyance of a parcel of property approximating 480.0 acres from "fee" to "Federal trust" status for the Tribe. The subject property is located adjacent and contiguous to the 42-acre Stewart's Point Rancheria that has been held in Federal Trust by the BIA for the Kashia Band of Pomo Indians since 1916. The proposed land uses for the parcels are resource preservation and restoration as well as open space.

Tule River Tribe Trust Conveyance

Mr. Ulibarri and the LACO team prepared an environmental assessment as set forth under the Bureau of Indian Affairs Manual (59 IAM) for the proposed acquisition and conveyance of 878.55 acres of fee land to federal trust for the Tule River Tribe in Tulare County California. The environmental assessment also analyzed the proposed construction of 21 single-family housing units and associated access infrastructure on one-acre parcels and a wastewater treatment system funded under the American Recovery and Reinvestment Act (ARRA). The environmental assessment also contained specialist reports including the Tule River Tribe Wastewater Treatment Facility Feasibility Study, an Initial Study and Mitigated Negative Declaration under CEQA, and a Phase I Environmental Assessment pursuant to Interior's Department Manual 602 and ASTM-1527-05 standards.

Transportation Projects

Yurok Trails and Waterways Master Plan

The Yurok Tribe retained LACO to prepare the Yurok Trails and Waterways Master Plan (YTWMP), which extended beyond the Yurok Indian Reservation to include 492,000 acres (770 square miles) that comprise the Yurok Tribe's Ancestral

L. Robert Ulibarri, AICP

Senior Planner

Territory (YAT). As the principal planner, Mr. Ulibarri collaborated with the Transportation Department of the Yurok Tribe, the National Park Service, Caltrans, the Del Norte County Local Transportation Commission, Tribal members, and community members to develop the plan. The YTWMP is intended to guide decisions related to trails and waterways over a ten-year planning horizon. As a part of the YTWMP project Mr. Ulibarri prepared design standards and guidelines for each type of trail based on the classification system ranging from primitive, equestrian, ADA accessible, to emergency evacuation trails.

Round Valley Indian Reservation Roads Inventory

Mr. Ulibarri prepared the required documents under 25 CFR Part 170 to place six roads on the national Indian Reservation Roads inventory. Mr. Ulibarri completed route narratives, strip maps and all other inventory forms for the Tribal Roads Department.

Klamath Boulevard Gateway Project

The Yurok Tribe retained LACO to prepare conceptual plans, an opportunities and constraints report, engineering plans, specifications and estimates for gateway improvements to Klamath Boulevard in the town of Klamath, California. The Klamath Boulevard Gateway enhancements and accompanying design elements are intended to create a sense of place and indicate the entrance into a unique district that is reflective of the cultural and ethnic diversity found in the area. The Klamath community is diverse because of the strong elements of Yurok culture. The Gateway and associated urban design elements reflect the culture of the Yurok Tribe. Mr. Ulibarri assisted in the conceptual design of the project and facilitated the constraints/opportunity analysis for the project.

Feasibility Studies

Karuk Tribe RV Park Feasibility Study

Mr. Ulibarri prepared a Preliminary Feasibility Analysis prepared for the Karuk Tribe, and is focused on a proposed visitor-serving recreational vehicle (RV) park on twenty-one parcels comprising approximately 5.59 acres, located in the unincorporated town of Happy Camp, in Siskiyou County, California. Mr. Ulibarri prepared a Market Assessment which includes a description of the existing facility, local and regional markets, potential competition, pro forma financial statements, and a summary analysis of the financial statements.

Blue Lake Rancheria RV Park Feasibility Study

The Tribe has retained LACO Associates (LACO) to provide an assessment of the feasibility of an RV park. Mr. Ulibarri prepared a feasibility study which anticipated market and demands. The final report provided an assessment of the potential financial feasibility of the proposed RV park facility. Additionally, Mr. Ulibarri analyzed the known market conditions in order to identify the type and quantity of RV spaces, a description of the existing facility, local and regional markets, and potential competition; pro forma financial statements; and a summary analysis of the financial statements.

Specialist Reports

Cottontail, Guffy, Heaton Flats and Oak Plantation Visual and Air Quality Assessments

The Angeles National Forest was planning and coordinating future plantation maintenance activities including the mortality removal, thinning, pruning, hand clearing (release), prescribe fire burning, planting, and chipping of selected oaks and conifers within the stands, in turn promoting an environment that is more resistant to the effects of wildfire. Mr. Ulibarri prepared reports on the direct and indirect and cumulative air quality impacts for the proposed activities. In addition, Mr. Ulibarri prepared visual impact assessments for the post direct, indirect, and cumulative visual and scenic impacts that would be associated with maintenance activities including photo simulation analysis.

Redwood Parks Lodge Wetlands Delineation

As a Certified Wetlands Delineator, Mr. Ulibarri in association with LACO's biologist prepared a wetlands report for Green Diamond Resource Company near the town of Orick, California. Wetlands were identified on this 102 acre site was characterized using procedures outlined in the U.S. Army Corps of Engineers (COE) Wetland Delineation Manual (Environmental Laboratory 1987) as supplemented by the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (Version 2). The wetlands report was site confirmed and approved by the COE.

L. Robert Ulibarri, AICP

Senior Planner

Green Diamond Wetlands Surveys

Mr. Ulibarri and LACO's biologist completed various wetland delineation reports for the Green Diamond Resource Company. The wetland delineations determined the extent of jurisdictional wetlands, pursuant to the United States Army Corps of Engineers (COE) wetland definition (3-parameter approach) for non-coastal property. The wetland delineation procedures were completed pursuant to the COE 1987 Wetland Delineation Manual. Wetland delineation reports were prepared for properties owned by Green Diamond and were certified by the U.S. Army Corps of Engineers (COE).

Phase I Environmental Site Assessments

Smith River Alliance

LACO Associates under the direction of Mr. Ulibarri performed a Phase I Environmental Site Assessment (Phase I ESA) on 17 parcels of property located in Del Norte County, California. The parcels aggregate to approximately 5,356.6 acres. The Phase I ESA was completed in accordance with the scope and limitations contained in the United States Environmental Protection Agency's (USEPA's) *Standards and Practices for All Appropriate Inquiries* (AAI) regulations (40 CFR 312) and the American Society for Testing and Materials (ASTM) E1527-15. The purpose of the Phase I ESA was for the transfer of ownership of the property from the Smith River Alliance to the U.S. Forest Service.

Humboldt County On-Call

As a recognized Environmental Professional, Mr. Ulibarri, prepared and oversaw the preparation of seven Phase I Environmental Site Assessments on property throughout Humboldt County. The Phase I reports were done in accordance with the American Society for Testing and Materials (ASTM) E1527-15.

Environmental Sampling Plans

Smith River Rancheria QAPP

Mr. Ulibarri has prepared numerous Quality Assurance Program Plans, Sampling Analysis Plans, and Field Sampling Plans including a recent Quality Assurance Program Plan (QAPP) for the Smith River Rancheria. The QAPP was prepared for the Smith River Rancheria, Natural Resources Department for water quality assessment and monitoring activities on or near the Smith River Rancheria in northern California. The Smith River Rancheria will ultimately be developing water quality standards to be applied to waters entering the Rancheria. The QAPP is consistent with guidelines set forth in the U.S. Environmental Protection Agency (US EPA)'s *Final Guidance on Awards of Grants to Indian Tribes Under Section 106 of the Clean Water Act (USEPA 2007) (Final Guidance)*, *Requirements for Quality Assurance Project Plans, USEPA QA/R-5 (USEPA, 2006)* and *Guidance for Quality Assurance Project Plans, USEPA QA/G-5 (USEPA, 2002)*. The QAPP was approved by U.S. EPA Region 9.

Michael D. Nelson, AICP

President and Planning Director

Areas of Expertise

Project Management & Team Leadership
Project Entitlement
Environmental Compliance
Sustainable Design
Construction Management
Hospitality & Community Developments

Education

The Aji Network: Completed two-year
Business Professional's Course in 2007
Completed 2 years of study in Managerial
Accounting, 2001, University of
California, Santa Barbara, CA
BS in Appropriate Technology Engineering;
1994, graduated cum laude,
Humboldt State University, Arcata, CA
Completed two years of study in
Construction and Energy
Management Program, 1990, Cabrillo
College, Santa Cruz, CA

Professional Memberships/Certifications

American Institute of Certified Planners
(AICP)
American Planning Association (APA):
Member
Project Management Institute (PMI):
Member

PROFESSIONAL EXPERIENCE

Mr. Nelson has over 18 years of professional experience and currently serves as LACO's Vice President and Planning Director. He has extensive experience in project management, financial pro forma statements, entitlement, environmental compliance, design, construction, and operation of hospitality projects, commercial facilities, residential developments, subdivisions, and municipal planning projects. Mr. Nelson has managed projects from due diligence phases through design, construction commissioning, and Certificate of Occupancy phases in California, Utah, Arizona, Hawaii, the US Virgin Islands, and Bermuda.

SELECT PROJECT EXPERIENCE

Environmental Impact Report (EIR) for Moss' Planned Residential Development – Trinidad, CA. Mr. Nelson served as the Project Manager for this highly contested subdivision in Humboldt County, California. LACO prepared an EIR for a 100-acre property in Trinidad, California that the owner proposed to subdivide into four parcels. The issues addressed in the focused EIR were potential effects to Coastal Cutthroat Trout, listed as a California Species of Special Concern and to the water supply of the City of Trinidad, located downstream of the project.

Humboldt County Housing Element Housing Element Multifamily Residential Inventory and EIR – Humboldt County, CA. The County retained LACO to assist them with a highly visible effort to identify suitable parcels for the rezoning process a part of the implementation of the Housing Element of their GPU. LACO was also the lead author of the Environmental Impact Report (EIR) for the rezoning process. Mr. Nelson served as the Project Manager for this project.

Hospice of Humboldt Eureka Campus Planning, Entitlements, Geotechnical Evaluation, Surveying, Design, and Engineering – Eureka, CA. Mr. Nelson served as the Project Manager for this project, which included annexation to the Humboldt Community Service District through LAFCO, a Conditional Use Permit, Special Permit, Timber Harvest Plan, CEQA compliance, special studies, public hearings, recorded lot line adjustment, record of survey, and engineering improvement plans.

CommunityLife Wellness Campus Conceptual Master Plan – Arcata, CA. Mad River Properties (MRP) retained LACO to prepare the conceptual master site plan and obtain entitlements for the design and development of the CommunityLife Wellness Campus (CLWC) on a 31-acre site. MRP plans to construct a new, modern hospital to house new and existing services, and to repurpose the existing facility into a much-needed skilled nursing facility. The new hospital will provide services that are currently unavailable on the North Coast. Mr. Nelson serves as Project Manager for this project, and he has led his team to achieve General Plan consistency approval from the City of Arcata.

Michael D. Nelson, AICP

Vice President and Planning Director

Grant Application and Conceptual Plans for Open Door Community Health Center (ODCHC) – Eureka, CA. Mr. Nelson served as the Project Manager for ODCHC's new 26,000-SF facility in Eureka, California. His project team provided grant-writing support, and prepared conceptual site plans and estimates of probable construction costs. When ODCHC received \$9.8 million in grant funding to construct their project, LACO provided planning, entitlements, geotechnical evaluations, and special studies, as well as NEPA/CEQA compliance.

Redwood Parks Lodge - Orick, CA. Mr. Nelson is the Project Manager for the Redwood Park Lodge Company (RPLC) project located approximately 3 miles north of Orick, California. The RPLC project is a proposed lodge facility with up to 90 cabins and tent cottages. Project size is 30 acres. The services provided by LACO will include civil engineering, domestic water supply, wastewater treatment, Geotechnical investigation, groundwater monitoring, Cultural Resources Investigation (subcontracted), General Plan Amendment, Zoning Amendment, Use Permits, wetlands delineation, biological assessment, wildlife management plan, and an EIR for CEQA compliance. Preliminary consultation has been conducted with DFG, RWQCB, and Army Corps. Humboldt County is the Lead Agency for this project.

Garberville Sanitary District - Garberville, CA. Mr. Nelson served as Project Manager for the preliminary design and CEQA/NEPA compliance to upgrade and expand Garberville Sanitary District's (GSD's) existing wastewater treatment plant. He also served as Project Manager for Planning and CEQA compliance for GSD's new water treatment plant.

Mad River Parkway Business Center - Arcata, CA. Mr. Nelson is the Project Manager for this mixed-use project in Arcata, California. This planned development project includes a mixed-use residential, commercial, and light industrial project. The project encompasses 32 acres. The service provided by LACO Associates included civil engineering, Geotechnical investigation, wetlands delineation and mitigation (subcontracted), and an MND for CEQA compliance. Mr. Nelson has been the lead speaker at all public hearings and neighborhood meetings for this project. The City of Arcata is the Lead Agency for this project, and the Tentative Map was approved in February 2010.

Samoa Town Master Plan - Samoa, CA. Mr. Nelson served as Project Manager for two years of the community master plan by The Danco Group/Samoa Pacific Group. The project involves the mixed-use redevelopment of a historic brownfield mill town adjacent to Eureka, California. This large scale multi-year project includes a General Plan Amendment, Rezone, design guidelines, historic preservation, CEQA compliance, special studies (traffic, noise, wetlands, tsunami and others), Local Coastal Plan Amendment, and major subdivision.

Bear River Band of the Rohnerville Rancheria - Loleta, CA. Mr. Nelson was responsible for the NEPA documentation, planning, and permitting support for a Tribal gas station, and he held a supportive role in the planning process for a wetlands mitigation project. He completed the planning process for the wetlands mitigation in a short time frame to meet an accelerated project schedule.

PROFESSIONAL EXPERIENCE SUMMARY

LACO, a full-service planning, design, engineering, and geo-environmental consulting firm – Eureka, CA – Vice President and Planning Director

- City of Eureka (Client)
 - Sphere of Influence and Municipal Service Review updates
 - Lost Coast Brewery Supplemental CEQA compliance
- Eureka Projects (Private Clients)
 - Open Door Community Health Center, Eureka Medical Center
 - Lost Coast Brewery Entitlements and Special Studies
- City of Arcata
 - Franke-Twin Parks: Charrette, Conceptual Site Planning and Design Guidelines –
 - Samoa Blvd. Revitalization Specific Plan and EIR (in process)

Michael D. Nelson, AICP

Vice President and Planning Director

- Arcata, CA Projects (Private Clients)
 - Arcata Lofts
 - Campbell Creek Apartments
 - Mad River Parkway Business Center
 - Mad River Hospital Master Plan
- County of Humboldt (Client)
 - Housing Element Multifamily ReZone
 - Moss Parcel Map EIR
- Humboldt County, CA Projects (Private Clients)
 - Redwood Parks Lodge – Orick
 - Humboldt Bay Harbor, Recreation and Conservation District - Eureka
 - Resighini Rancheria - Klamath
 - Bear River Band of the Rohnerville Rancheria – Loleta
 - Garberville Sanitary District – Garberville
 - Kimtu Mutual Water Co. - Garberville
 - Homan Subdivision - Trinidad
 - Hospice Campus - Eureka
 - Lake Subdivision – Mckinleyville
 - Nicklas Subdivision - Eureka
 - Fairhaven Business Park - Fairhaven
 - HealthSPORT Subdivision and Health Club - Eureka
 - Humboldt Community Service District Martin Slough Interceptor CEQA Compliance - Eureka

The DANCO Group, a Northern California-based developer and contractor for assisted living, affordable housing, and residential projects – Arcata, CA – Senior Development Project Manager

- Samoa Town Master Plan - Samoa, CA
- Beau Pre Heights Subdivision – McKinleyville, CA
- Creek Side Homes – Arcata, CA
- Brentwood Crossing Subdivision – Bakersfield, CA
- Lassen Estates Subdivision – Bakersfield, CA
- Cloverdale Assisted Living Facility – Cloverdale, CA

Destination Villages, LLC, a resort development company specializing in unique, nature-based resort properties – Santa Barbara, CA – Vice President and COO

- Daniel's Head Village – Bermuda
- Pua'ena Point – O'ahu, HI
- Kapalawai Resort – Kawa'i, HI
- Hazel Green Ranch – Yosemite, CA

Maho Bay Camps, Inc., a leading ecotourism company with several award-winning projects in the US Virgin Islands – St. John, US Virgin Islands – Manager of New Development

- Harmony Studios Phase I and II – St. John, US Virgin Islands
- Concordia Eco-Tents – St. John, US Virgin Islands
- Maho Bay Tent Cottages – St. John, US Virgin Islands

Elizabeth A. Burks, AICP

Planning Manager

Areas of Expertise

California Coastal Act
CEQA Compliance
Community and Neighborhood Planning
Development and Entitlements
Conflict Resolution
Public Outreach

Education and Training

BS Natural Resources Planning, Humboldt State University
Graduate course in Hazard Mitigation Planning, Humboldt State University
Community Boards Style Mediation Training Certificate, 30 hours
Training in community development strategies, project design and management, Nepali language and cross- culture, Peace Corps Nepal

Registrations and Certifications

Certified Planner, American Institute of Certified Planners (AICP)

Community Involvement

Housing Humboldt 2006 to present: Board President

PROFESSIONAL EXPERIENCE

Ms. Burks joined LACO in 2013 with eight years of professional land use planning experience. In her previous position as a Senior Planner for Humboldt County, she handled the permitting and CEQA compliance for increasingly complex development projects including commercial proposals, infrastructure improvements, coastal development, residential subdivisions, and development affecting sensitive habitat areas. She routinely prepared and presented written and oral reports to Planning Commission and Board of Supervisors. Her strong interpersonal skills have allowed her to build positive and productive working relationships with project proponents, state agencies, local governments, service districts, and tribal governments. Ms. Burks' public sector experience involved familiarity and compliance with the Brown Act and Public Records Act.

SELECT PROJECT EXPERIENCE

Tench Winery-Napa, CA. Ms. Burks was lead planner for the Tench Winery project. She prepared the major use permit application for a new winery with winery building, wine caves and daily visitation. Ms. Burks worked closely with the project civil and geotechnical engineers, biologist, traffic engineer, cultural resource consultants, and drafters to prepare site plans, multiple technical documents and exhibits to support the application and ensure consistency and compliance with county standards throughout all documents. She also served as a liaison with county planning staff during the application process. She was responsible for presenting the project before the Planning Commission where it was unanimously approved.

Shelter Cover Resort Improvement District #1 (RID)-Shelter Cove, CA. Ms. Burks has assisted RID in planning efforts for water and wastewater related infrastructure improvements. This includes overseeing the preparation of a CEQA Initial Study and Coastal Development Permit for the replacement of 7 water storage tanks in conjunction with the preparation of a Preliminary Engineering Report (PER). Ms. Burks also serves as the project manager for the RID wastewater recycling project which includes the preparation of a PER, and CEQA Initial Study, as well as application materials for Coastal Development Permit and Regional Water Quality Control Board master water recycling permit.

PEP Housing, Ukiah, CA. Ms. Burks is the project manager for PEP Housing's Sun House Senior Apartments, a 42 unit affordable senior housing complex. Ms. Burks served as lead planner for the project which required, a use permit, general plan amendment, zone reclassification, parcel merger, airport consistency determination and planned development permit. Ms. Burks presented the project before the Planning Commission and the City Council where it was unanimously approved. After approval Ms. Burks continues to serve as LACO project manager coordinating with the client, client's architect and LACO's engineering and survey team.

Redwood Parks Lodge Company Redwood National Park Resort – Orick, CA. Ms. Burks served as Senior Planner for this project, which involved the design of

Elizabeth A. Burks, AICP

Planning Manager

a 182-unit RV facility, commercial center, and gas station, the largest development proposed in Orick in several decades. Ms. Burks collaborated with the client, engineers, and designers, and she prepared the conditional use permit, special permit, and coastal development permit applications. She consulted with multiple agencies including Caltrans, CA Department of Fish and Wildlife, Humboldt County Public Works Department, Planning and Building Department, and Division of Environmental Health. Ms. Burks prepared an Initial Study pursuant to CEQA for the entire project.

Mendocino County Contract Planner – Mendocino County, CA. Ms. Burks performed duties as an extension of County staff. This included drafting staff reports and CEQA Initial Studies for coastal development permits, minor subdivisions, major use permits, and new cell tower applications. Additionally, her duties included review of draft ordinances, review and assessment of items included in the Mitigation Monitoring and Reporting Programs of the General Plan, development of procedural checklists for coastal development permit processing, Housing Element demographic data updates, and CEQA compliance.

Safeway – Eureka, CA. Ms. Burks prepared a Development Feasibility Analysis for a new Safeway Fuel Center. She researched applicable codes and site conditions, consulted with multiple agencies, collaborated with designers to design two site alternatives, and submitted a formal Development Feasibility Analysis report, which included a list of required permits, fees, and estimated timeframes.

Humboldt County Public Works – Eureka, CA. Ms. Burks prepared CEQA documentation and provided general plan conformance review services in support of replacing the existing Juvenile Hall facility.

HealthSPORT – Eureka, CA. Ms. Burks prepared an application for modification of the existing subdivision and conditional use permit. The modification involved creating additional parking for the health club, reducing the overall number of residential units at the site, and substantially reconfiguring the lots. The application required parking justifications, development of low impact development strategies within the parking lot, and site design. The process included conducting a neighborhood outreach meeting.

Humboldt County Planning Division. In her position as a Senior Planner, Ms. Burks managed permit compliance for a diverse workload of both short- and long-term development projects. She evaluated development proposals for compliance with General Plan, Local Coastal Plans, and Zoning Ordinances. Ms. Burks researched property history and constraints. She analyzed and summarized results and recommendations of technical studies such as traffic impact reports, noise studies, biological reports and wetland delineations, historic and archaeological resource reports, plans of operations, soils reports, and erosion and sediment control plans. She prepared environmental documents including Initial Studies, Mitigated Negative Declarations, and Mitigation and Monitoring Plans. She developed conditions of approval and mitigation measures to reduce project impacts, and she presented project recommendations to decision-making bodies and the public. Ms. Burks assisted with Housing Element implementation by drafting zoning ordinance language and conducting public meetings. Ms. Burks coordinated the Williamson Act/Agricultural Preserve program. Her projects included some of the following types:

- Utilities. PG&E substation upgrades and power line upgrades requiring a Coastal Development Permit and affecting coastal wetlands
- Infrastructure. Coastal Development Permits for airport runway safety improvements, Caltrans road realignments, and geotechnical drilling for seismic safety
- Commercial. Retail developments incorporating of Low Impact Development strategies, traffic analysis, and noise attenuation
- Residential. Conditional use permits, coastal development permits, special permits for work within sensitive habitats, lot line adjustments, and minor subdivisions

Soil Conservation Extension Volunteer – Peace Corps, Nepal. Ms. Burks designed and conducted a participatory project evaluation involving more than 20 community groups. She compiled results and made recommendations to project managers. Ms. Burks assisted in developing a gender and equity audit for a watershed conservation project. She piloted surveys and led focus group discussions. She was the primary organizer of a three-day conference on the subject of income generation. She conducted visioning and project management workshops using the Appreciative Inquiry Approach for four community groups; results included school reconstruction projects and income generation activities.

Elizabeth A. Burks, AICP

Planning Manager

Ms. Burks trained Peace Corps Trainees in aspects of project monitoring and evaluation.

Gary Lester

Biologist

Areas of Expertise

Sensitive Plant Surveys
Wetland Delineations
Wildlife Biology
Botany and Ethnobotany
Noise Studies

Education

BA Botany, Humboldt State University, CA

PROFESSIONAL EXPERIENCE

Mr. Lester has over 30 years of experience in rare plant surveys, and 20 years of experience in wildlife surveys and wetlands investigations. He also has experience in preparing noise studies and investigations. Mr. Lester has extensively surveyed in Sonoma, Lake, Monterey, Mendocino, Trinity, Humboldt, and Del Norte counties in the past 20 years, including having assisted Humboldt Bay Municipal Water District (HBMWD), Chevron USA, the cities of Eureka and Arcata, Humboldt Bay Harbor Recreation and Conservation District, and Green Diamond Resource Company with biological surveys, wetlands, and permitting. Mr. Lester has worked closely with agencies such as U.S. Army Corps of Engineers, California Department of Fish and Wildlife, U.S. Fish and Wildlife and the California Coastal Commission to analyze, monitor, and prepare mitigation plans for numerous projects, a summary of which is provided below.

- USGS Breeding Bird Survey on Honeydew, CA route (1990-2014);
- Additional USGS Breeding Bird Survey coverage (1983-2000), Crescent City, Ship Mountain, Alderpoint and Holmes, CA routes;
- Nesting Snowy Plover observations under Section 10a(1)(A) permit (2015-2016);
- Lower Eel River Gravel Operation Biological Assessment for Western Snowy Plover & Western Yellow-billed Cuckoo (2009 and 2015);
- Protocol Corvid surveys, Green Diamond Resource Company (2012), Save the Redwoods League (2013-2015), in compliance with National Park Service Research Permits and consultation with Redwood National Park, US Fish & Wildlife Service, California Department of Fish & Wildlife and Humboldt State University;
- Lower Salt River Western Yellow-billed Cuckoo & Willow Flycatcher protocol surveys (2010);
- Snowy Plover nesting on Eel River gravel bars, Western Birds 1997, co-author with Don Tuttle and Richard Stein.

Mr. Lester also has experience in preparing noise studies and investigations.

SELECT PROJECT EXPERIENCE

Wildlife/Rare Plant Surveys and Biology 1994-2014

- Rare Plant Surveys and Wetlands Delineation for Proposed Subdivisions – Green Diamond Resources Company – Del Norte County, CA. Mr. Lester was the principal botanist responsible for rare plant surveys, wetland delineation, and stream transition line surveys. Mr. Lester surveyed over 40 acres of timberlands and attended field agency review of findings.
- Rare Plant Survey, Wetlands, and Stream Transition Line Identification for Proposed Subdivisions – Green Diamond Resource Company – Eureka, CA. As the principal botanist for the project, Mr. Lester surveyed approximately 60 acres of timberland.
- Protocol Surveys for Corvids for a Proposed Development – Save the Redwoods League and Green Diamond Resources Company – Orick, CA. Co-operative research developed with Redwood National Park, U.S. Fish & Wildlife Service, California Department of Fish and Wildlife, and Humboldt State University. 2-year study and ongoing.

Gary Lester

Biologist

- Rare Plant and Northern Spotted Owl Surveys for a Proposed Care Center – Hospice of Humboldt – Eureka, CA. As the principal biologist for the project, Mr. Lester surveyed approximately 20 acres of timberland.
- Rare Plant and Biological Surveys for a Proposed Residence – Private Landowner – Napa, CA. Mr. Lester was the principal biologist for the project, and he surveyed approximately 20 acres of oak woodland and chaparral.
- Rare Plant Surveys and Wetland Delineation for a Proposed Development – Redwood Parks Lodge Company – Orick, CA. Mr. Lester was the principal botanist responsible for rare plant surveys, stream transition line, and wetland delineations for 100 acres of grassland, riparian, and forest habitats.
- Biological Survey for Fee to Trust Land Acquisition – Berry Creek Rancheria – Oroville, CA. Mr. Lester was the principal biologist responsible for surveying 70 acres of valley grassland, chaparral, and pine oak woodlands.
- Stream Classification Surveys for Numerous Vintners and Shelter Cove Recreation Improvement District #1 – Mendocino and Humboldt Counties, CA. As the principal biologist for these projects, Mr. Lester was responsible for determining biological significance and stream flow classification.
- Ethnobotany Surveys for the Veteran's Cemetery - Yurok Tribe – Klamath, CA. Mr. Lester provided ethnobotany surveys for the Yurok Tribe's Veterans Cemetery, including scoping appropriate plants for the cultural landscape, drought tolerant species, and locating native plant nurseries. In collaboration with LACO's design staff, Mr. Lester helped design a landscape plan and planting schedule.
- Protocol surveys for Willow Flycatcher and Yellow-billed Cuckoo within approximately 5 miles of riparian habitat of the Salt River in Ferndale, CA.
- Bird monitoring on Eel River gravel bar at Fernbridge including the first documentation of nesting Snowy Plover in Humboldt County, away from the coast.
- Corvid surveys for proposed Redwood Parks Lodge, including three Redwood National Park survey sites, Orick, CA.
- Biological Assessment of Western Snowy Plover on Lower Eel River for gravel extraction 5 year operating agreement, submitted to US Army Corps of Engineers,
- Northern Spotted Owl survey and site waiver from Calfire, Hospice of Humboldt Campus, Eureka, CA.
- Syar Quarry, wildlife surveys and rare plant population documentation, Napa, CA.
- Rare plant survey and wetlands consultation, gravel extraction site, Garcia River, Mendocino County, Point Arena, CA.
- Rare plant and wildlife surveys on McKinleyville properties for proposed housing plans and/or future road construction. Over 100 acres and 6 miles of road were surveyed.
- Protocol surveys for Willow Flycatcher and Yellow-billed Cuckoo within approximately 5 miles of riparian habitat of the Salt River in Ferndale, CA.
- Bird monitoring on Eel River gravel bar at Fernbridge including the first documentation of nesting Snowy Plover in Humboldt County, away from the coast.
- Biological survey of Southern Pacific Transportation Company Humboldt Bay Waterfront property, Eureka, California. Was Principal Botanist responsible for plant survey, document preparation, and field marking hydrophytic plant vegetation.
- Biological survey of the proposed Hayfork Wastewater Treatment Plant in Trinity County, California. Rare plant surveys were conducted over approximately 150 acres of mixed forest, chaparral, and open grasslands.
- Biological Survey of the former Southern Pacific Transportation Company Railroad Yard Site, Eureka, California. Principal Botanist for vegetation survey including plant species list, field checking previous wetland delineation, and document preparation.
- Surveys for a number of federal Category 2 plant and animal species (Snowy Plover, Burrowing Owl) for an 800-acre subdivision, Del Norte County, California.
- Rare plant surveys for the proposed expansion of the Susanville Corrections Facility wastewater treatment plant, 250 acres, Lassen County, CA.
- Rare plant surveys, including comprehensive species inventories, on nine sites totaling 700 acres for wastewater treatment plant project, Lake County, California.
- Rare plant survey/riparian corridor inventory of Putah Creek for proposed municipal water well, Lake County, California.

Gary Lester

Biologist

Summary of Experience 1977-1994

- Marbled Murrelet training and survey plot establishment consultation coastal Mendocino County, Jackson State Forest, Fort Bragg, CA, 1994.
- Humboldt State University accredited Natural History Field Seminar instructor for Redwood National Park, 1984-1994. Field seminar leader for Humboldt Redwood State Park, 1992-1994.
- Consultant to numerous environmental firms, Fish and Wildlife Service temporary employee and volunteer work; in wildlife biology and botany, particularly rare bird and plant surveys. Some projects include: Bird monitoring including documentation of Snowy Plover on Humboldt County gravel bar at Warswick, Fernbridge, California for Don Tuttle, Public Works, Humboldt County, April-May, 1996.
- Quarterly shorebird census surveys in Humboldt and Del Norte Counties for Dr. Mark Colwell at Humboldt State University, Arcata, California, 1988-1994.
- Snowy Plover nests surveys for Gary Page at Pt. Reyes Bird Observatory in coastal Del Norte and Humboldt Counties and Mono Lake, 1977-1978.
- Incidental color-band observations from wintering Snowy Plover on Clam Beach, Humboldt County, California sent to Mark Stern, Oregon Natural Heritage Program, Portland, Oregon, 1992-1995.
- Marbled Murrelet Survey Training Program to certify competence of survey personnel, California Department of Fish & Game, including establishment of survey stations in Jackson State Forest, Mendocino County, California, 1993-1996.
- Hoopa Terrestrial Vertebrate population studies in old-growth timber, including spotted owl territory mapping for the Hoopa Indian Reservation, Tribal Forestry, including portions of Trinity River, Trinity County, California, 1983-1987.
- California Seabird Nesting Colony Inventory, 1980, co-author, surveys for US Fish & Wildlife Service that included the major estuaries of coastal California and offshore island nesting colonies, 1979-1980.
- Vascular plant inventories in Redwood National Park, North Coast Range Nature Conservancy Preserve, and Hoopa Indian Reservation, including portions of the Smith, Klamath, Trinity, and Eel Rivers in Del Norte, Trinity, Humboldt, and Mendocino Counties, California.
- Installed and monitored groundwater wells in old growth redwood forests on stream side alluvial terraces for Redwood National Park on Redwood Creek, Humboldt County, California.
- Vertebrate species list of Redwood National and State Parks, including the published Redwood National Park bird species list.
- California Birds Records Committee member, 1994-95, of the Western Field Ornithologists.
- Palos Verdes California Gnatcatcher survey and rare plant population monitoring. Assisted with on-going monitoring research.

HAZWOPER Experience 1996-2010

- Preston Properties site investigation, including soil remediation over site, base rock and soil fill compaction testing, ground water monitoring and on-site rare plant survey and wetland delineation.
- Numerous Humboldt County underground tank investigations, including preparation of quarterly monitoring reports, groundwater monitoring well installations and on-site groundwater monitoring.

Marissa Adams

Public Participation Specialist / Planning Associate

Areas of Expertise

Public Participation and Outreach
CEQA/NEPA Compliance
Technical Writing
Project Coordination

Education

BA in English/Creative Writing,
University of California, Davis.

Continuing Education and Training

Successful CEQA Compliance

Successful NEPA Compliance

Developing and Writing Effective CEQA
and NEPA Documents

Advanced CEQA Symposium-Practical
Solutions for Addressing Tough Issues

Public Participation and Dispute
Resolution, UC Davis Extension

The Art and Science of Facilitation

Applied River Morphology

Urban Stream Restoration

Bioengineering: The Soft Approach for
Restoring Stream Banks and Channel
Environments

Natural Channel Design: Principles and
Applications Hydrology and Hydraulics for
Non-Engineers

Awards

Apple Award, National Educational
Media Network (1998) for "*Hold on to Your
Dirt: Preventing Erosion from Construction
Projects*" (served as Project Manager).

PROFESSIONAL EXPERIENCE

Marissa Adams is an environmental communication and public participation specialist with more than 15 years of experience planning and implementing outreach programs for complex and oftentimes controversial projects. Marissa has significant experience conducting outreach and coordinating public participation requirements in compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). She is a strong technical writer with the ability to understand and synthesize complex issues and has extensive experience preparing informational materials and reports that effectively convey complex environmental, regulatory, and technical information. Marissa's key qualifications include:

- Development of project specific communication plans including identifying stakeholder issues and interests, key messages, workplan, schedule, and budget.

- Creative writing, technical writing, and authoring materials for general public understanding, including chapters of environmental reports, newsletters, booklets, fact sheets, brochures, abstracts, articles, e-newsletters, proposals, reports, and summaries.

- Media relations including developing media strategy, ongoing media tracking, drafting of opinion editorials and press releases, responding and referring to media calls, developing and maintaining media lists, and coordinating and preparing materials for editorial board briefings.

- Meeting design and planning including organization of large conferences, trainings/specialized workshops, speaker bureaus, special events, and public hearings/meetings (scoping, informational, open house, town hall).

- Managing the design and production of informational materials and deliverables.

- Desktop publishing, graphic design, graphics and logo development, and coordination of print production.

- Development of web site text and recommended structure, supervision of site design and set-up, and site updates as appropriate.

SELECT PROJECT EXPERIENCE

Santa Clara Valley Habitat Conservation Plan/Natural Communities Conservation Plan —Santa Clara County. Supported implementation of a strategic Public Information and Outreach Program designed to secure broad involvement in development of a Habitat Conservation Plan/Natural Communities Conservation Plan covering 60% of Santa Clara County (approximately 520,000 acres) and resulting in incidental take permits that will remain in effect for 30-50 years. Responsibilities involved project branding and messaging; developing the structure and content of an interactive web site (www.scvhabitatplan.org); ongoing web site maintenance; development of trading cards for covered species; drafting project fact sheets on topics such as covered activities, biological goals and objectives, conservation strategy; and coordination of public meetings at project milestones including meeting

Marissa Adams

Public Participation Specialist / Planning Associate

notification, media relations, and meeting materials including PowerPoint presentations, exhibit boards, and handouts.

Hazel Avenue Corridor Study—Sacramento County Department of Transportation. Hazel Avenue in Sacramento County is currently the only north-south connector between Interstate 80 and US 50 and, as such, has been serving as a de facto expressway for years. As a result, traffic exceeds the roadway capacity and residents are concerned about heavy truck traffic, air quality, inadequate and unsafe pedestrian and bicycle facilities, and the right-of-way impacts associated with widening the roadway. Responsibilities on this project included staffing Citizen Advisory Committees, drafting technical meeting summaries and reports, developing and coordinating design and production of multiple project newsletters, coordinating general open house and adjacent property owner meetings, and responding to public and media inquiries.

State Route 58 Widening—California Department of Transportation District 8. Assisted in planning and implementing a public scoping meeting to solicit public feedback on alternative routes for widening and realigning a 10-mile segment of SR-58 through Hinkley, CA – a small desert community already heavily impacted by efforts to clean-up a chromium 6 plume linked to a Pacific Gas and Electric plant and made famous by the movie "Erin Brockovich." Tasks included assistance developing the Project Description, Public Participation Plan, Scoping Report, and meeting materials (including handouts, display boards, and fact sheets), as well as meeting strategy, planning, staffing, and follow-up.

Alameda Watershed HCP—San Francisco Public Utilities Commission. Following significant changes to the scope of the 36,000 acre HCP, coordinated a public meeting on the status of the HCP including: the development of a project newsletter; PowerPoint presentation; display boards; and three fact sheets on covered activities, covered species, and impact analysis methodology and results. Also responsible for development of web site text, a sensitive issues FAQ, and a summary of public comments received and agency responses.

Central Coast Marine Preserves EIR—Resources Legacy Foundation. Coordinated two public scoping meetings related to the California DFG's proposed Central Coast Marine Protected Area project that was hotly contested by the fishing industry. Responsibilities included development and design of a scoping meeting notification, a fact sheet on the scoping process, development and production of informational exhibit boards, coordination of transcription, audio-visual, and catering services, and drafting of a scoping report to support the administrative record.

Sears Point Wetlands and Watershed Restoration Project—Sonoma Land Trust. Drafted the Public Health and Hazardous Substances/Waste sections of an EIS/EIR associated with proposed alternatives for restoring, enhancing, and managing 2,327 acres on the edge of San Francisco Bay in southern Sonoma County. Issues addressed included applicable regulatory setting, suitability of dredged materials for beneficial reuse, remediation of contaminated soils, and potential impacts including mosquito breeding habitat associated with the creation of various habitat types. Also responsible for public outreach activities associated with scoping, including summarizing hundreds of letters received in a scoping summary report.

Calfed Independent Science Board—Calfed Bay-Delta Authority. Provided technical note-taking for the Calfed Independent Science Board, a standing board of distinguished experts whose role is to directly advise the Calfed Bay-Delta Authority on the application of science and the effectiveness of science practices across the Calfed Bay-Delta Program.

Delta Mendota Canal and California Aqueduct Intertie Project EIS— Bureau of Reclamation. Coordinated two public scoping meetings after Reclamation withdrew a published Environmental Assessment and Finding of No Significant Impact (EA/FONSI) for a proposal to construct an intertie connecting the Delta Mendota Canal and California Aqueduct based on public challenge. Responsibilities included development of a scoping meeting notification, a fact sheet on the proposed project, informational exhibit boards, display advertisements in the local papers of record, meeting materials, and a scoping report.

Marissa Adams

Public Participation Specialist / Planning Associate

Crystal Springs-San Andreas Reservoirs Transmission System Upgrade Project—San Francisco Public Utilities Commission. Provided outreach support related to a Negative Declaration for geotechnical studies and an EIR for the proposed project. Responsibilities included coordinating with the SFPUC and San Francisco Planning Department to provide notification of studies and scoping meetings in accordance with CEQA, including NOP distribution, legal and display ads, and signage in the project area. Also responsible for staffing and coordination of a scoping meeting, including all associated meeting materials and preparation of a scoping summary report.

I-80/I-680/SR 12 Interchange Improvements and Transportation Sales Tax—Solano Transportation Authority. Assisted the Solano Transportation Improvement Authority in identifying and prioritizing transportation projects for an expenditure plan for a half cent county sales tax. Responsibilities included convening and recording a series of stakeholder meetings, providing a series of technical meeting summaries, and developing a series of fact sheets on projects being considered for inclusion and the rationale for including/not including projects in the final expenditure plan.

Oakley Groundwater Remediation and Site Redevelopment—E.I. DuPont de Nemours and Company. Drafted general newsletters and Department of Toxic Substances Control (DTSC)-required fact sheets on remediation (groundwater and soil) and planned redevelopment on the former site of a chemical manufacturing facility. Assisted in development and implementation of a Public Participation Plan in compliance with DTSC requirements, including conducting community surveys, summarizing input, and preparing translated materials.

Water and Sewer Capital Improvement Programs—City of Burlingame. Served as primary point of contact for property owners affected by a citywide sewer main and lateral replacement project, including all associated notification, coordination or right-of-entry agreements, scheduling lateral replacement work, and addressing property-specific issues and complaints.

South Sacramento Corridor Phase 2 Light Rail Extension SEIS/EIR—Sacramento Regional Transit District. Conducted public involvement activities associated with development of a Draft Supplemental EIS/Subsequent EIR (DSEIS/SEIR) to examine the impacts of constructing and operating a four-mile light rail extension in southern Sacramento. Primary public concerns included the visual impacts of rail overpasses, stations located in close proximity to residences, associated crime, and impacts on property value. Responsibilities included development of a scoping booklet to describe the environmental review process; coordination of scoping meetings in spring 2003 and fall 2004 including development and distribution of required meeting notifications, PowerPoint presentations, exhibit boards, and scoping reports; development of technical and status reports for the Regional Transit Board of Directors; coordination of a comprehensive speakers bureau program; and development of issue-specific facts sheets such as on the impact of light rail on crime and the property values of adjacent properties.

San Francisco Bay Mercury Total Maximum Daily Load—Clean Estuary Partnership. Assisted the Clean Estuary Partnership (including the San Francisco Bay Regional Water Quality Control Board, Bay Area Stormwater Management Agencies Association, and Bay Area Clean Water Agencies) in implementing the public participation requirements associated with development of a Total Maximum Daily Load for Mercury. Activities included coordination between stakeholder groups, and development of a series of fact sheets including "What Do we know about Contamination in San Francisco Bay," "Legacy Pollution—What Does it Mean for the Health of the Bay," "How TMDL's are Developed-The Basin Planning Process," and "Information on the San Francisco Bay Mercury TMDL." Additional responsibilities included development of a project identity and participation in the Clean Estuary Partnership Participation & Outreach Subcommittee.

Total Maximum Daily Load (TMDL) Regulations —Bay Area Clean Water Agencies. Responsible for strategy and implementation of a name change from the "Bay Area Discharges Association" to the "Bay Area Clean Water Agencies." Developed and implemented an outreach campaign to communicate the challenges of publicly-owned treatment plants in complying with TMDL regulation including cost/benefit. Coordinated speakers bureau/editorial board briefings, prepared opinion editorials and press releases, researched and drafted time-sensitive Action Alerts, developed fact sheets, and developed a PowerPoint Presentation.

ATTACHMENT B

Cost Estimate

ATTACHMENT C

Fee Schedule

SCHEDULE OF RATES

HOURLY RATES

Principal Professional*	\$135.00 - 165.00 per hour
Project Manager*	\$115.00 - 135.00 per hour
Senior Professional*	\$95.00 - 157.00 per hour
Staff Professional*	\$78.00 - 126.00 per hour
Assistant Professional*	\$62.00 - 105.00 per hour
Junior Professional*	\$62.00 - 85.00 per hour
Senior Drafter/Designer	\$67.00 - 95.00 per hour
Drafter/Designer	\$62.00 - 79.00 per hour
Senior Technician	\$69.00 - 91.00 per hour
Technician	\$59.00 - 79.00 per hour
Special Consultants (depends on qualifications)	\$60.00 - 180.00 per hour
Senior Geotechnical Engineer	\$165.00 per hour
Court Appearance/Depositions.....(4 hour minimum)	\$300.00 - 400.00 per hour
Licensed Surveyor.....	\$100.00 - 115.00 per hour
C-57 Licensed Well Driller	\$120.00 per hour
One-Man Party GPS – RTK	\$140.00 per hour
One-Man Party - Prevailing Wage Rates	\$155.00 - 165.00 per hour
One-Man Robotic Survey	\$130.00 per hour
Two-Man Party GPS – Static.....	\$160.00 - 190.00 per hour
Two-Man Survey Party - Prevailing Wage Rates	\$200.00 - 230.00 per hour
Two-Man Survey Party.....	\$155.00 - 185.00 per hour
Three-Man Survey Party.....	\$200.00 - 230.00 per hour
Three-Man Survey Party - Prevailing Wage Rates.....	\$240.00 - 270.00 per hour
Certified Public Accountant	\$95.00 per hour
Project Administrator/Coordinator	\$55.00 - 75.00 per hour
Clerical	\$55.00 - 65.00 per hour

*"Professional" may apply to Engineer, Geologist, Planner, Architect, Environmental Scientist, or other specialties

NOTES

1. The above rates are regular hourly rates and include payroll costs, overhead, and profit. If overtime is requested by the client, it will be charged at 130% of the above hourly rates.
2. In accordance with State labor laws, prevailing wage rates may be required on State or Federally funded projects. These rates apply to survey party chief, rodman, chainman, soils field tester, and materials field tester. The hourly rate differential is \$25 to \$27 dollars per hour per person depending on project location and labor classification. The differential will be added to the above hourly rates.
3. Outside services will be performed at Cost plus 15%.
4. Subsistence will be calculated at Actual Cost plus 15% or agreed per diem rates.
5. All travel time will be charged at the regular hourly rates unless other written arrangements are made.

TRANSPORTATION

Automobile and pickup:*	
Trip charge per day	\$65.00 per day
Minimum charge, vehicle	\$15.00
Over 80 miles	\$25.00 minimum charge + \$0.60 per mile
Other transportation, air travel, etc.....	\$ Cost + 15%

MATERIALS

Survey hubs, stakes, lath, or guineas.....	\$1.00 each
Survey markers, plain iron pipe	\$5.00 each
Plan copies per sheet (11x17) black & white \$0.25.....	color \$2.50 each
Plan copies per sheet (24x36) black & white \$5.00.....	mylar \$20.00..... color \$21.25 each
All other materials or printing	\$ Cost + 15%

* Minimum charge of 1/2-day on all equipment billed on daily basis

** Plus Technician Rate



RATES FOR MATERIALS AND SOILS TESTING

Laboratory tests are performed on samples delivered to our lab in Eureka, California. Sample pick-up, special tests, and unusual sample preparation are billed at the applicable hourly rate. Faxes of reports and duplicate mailings are available for \$5 each. Reports requiring review and signature will be billed at the applicable rate.

A. AGGREGATE AND SOILS TESTING

100.	Sieve Analysis – Coarse and Fine, Caltrans 202, ASTM C-136	\$100.00
101.	Sieve Analysis – Coarse, Caltrans 202, ASTM C-136	\$50.00
102.	Sieve Analysis – Fine, Caltrans 202, ASTM C-136.....	\$60.00
103.	Finer than #200, ASTM C-117	\$50.00
104.	Particle Size Analysis, ASTM D-422***	\$80.00
105.	Cleanness Value, Caltrans 227	\$75.00
106.	Sample Preparation	\$35.00
107.	USDA Textural Suitability Analysis (per point)***	\$50.00
108.	Bulk Density, Leachfield System Suitability.....	\$35.00
109.	Atterberg Limits, LL-PL-PI, ASTM 4318***	\$100.00
110.	Sand Equivalent, Caltrans 217, ASTM D-2419.....	\$60.00
111.	Specific Gravity – Coarse, Caltrans 206, ASTM C-127	\$60.00
112.	Specific Gravity – Fine, Caltrans 207, ASTM C-128.....	\$70.00
113.	Maximum Density of Soils, Caltrans 216, ASTM D-698 or D-1557	\$150.00
114.	Maximum Density of Soils with Rock Correction, ASTM D-4718	\$175.00
301.	Nuclear Density Gauge (hourly), Caltrans 231, ASTM D6938 **	\$15.00
302.	Nuclear Density Gauge (daily), Caltrans 231, ASTM D6938 **	\$85.00
116.	Organic Impurities, ASTM C-40	\$75.00
117.	Moisture Content of Soils In Place, ASTM D-2216	\$15.00
118.	Density of Soils In Place, ASTM 2937	\$30.00
119.	Percent Crushed Particles, Caltrans 205, ASTM D-5821	\$100.00
120.	Durability Index – Coarse, Caltrans 229, ASTM D-3744	\$70.00
121.	Durability Index – Fine, Caltrans 229, ASTM D-3744	\$70.00
125.	Consolidation, 3" dia., ASTM D-2435***	\$280.00
127.	Direct Shear, ASTM D-3080 (3 points).....	\$275.00
128.	Direct Shear, ASTM D-3080 (per additional point)	\$55.00
129.	Sample Preparation	\$35.00
130.	Expansion Index, ASTM D-4829***	\$150.00
131.	Pocket Penetrometer.....	\$10.00
135.	Unit Weight, ASTM C-29.....	\$60.00

For other testing not listed, please inquire.

B. CONCRETE AND FIELD TESTING

150.	Concrete/Grout Compressive Strength (curing, testing & disposal), Caltrans 521, ASTM C-39	\$25.00
151.	Concrete Compressive Strength, Caltrans 521, ASTM C-39	\$20.00
152.	Specimen Processing and Curing, ASTM C-31	(each) \$5.00
153.	Disposable Concrete Molds	(each) \$3.00
154.	Concrete Mix Design, Preparation, Review, and Adjustment	\$200.00
156.	Percent Entrained Air (Method ASTM C-231 or C-173)**	\$20.00
157.	Shrinkage Test, ASTM C-157 (3 bars)	(per test) \$250.00
158.	Concrete Rebound Test, ASTM C-805**	(per day) \$25.00
159.	Coring; Concrete, CMUs and AC, 4-inch core **	\$3.00 per inch length
161.	Coring; Concrete, CMUS and AC, 6-inch core **	\$3.00 per inch length
163.	Splitting Tensile Strength, ASTM C-496	(per test) \$90.00

C. SPECIAL EQUIPMENT

165.	Ceiling Wire Test Kit	(per day) \$100.00
246.	Skidmore **	(per day) \$60.00
303.	Core Drilling Machine**	(per day) \$75.00
333.	Load Cell **	(per hour) \$15.00
334.	Torque Wrench **	(per hour) \$10.00

LACO

290.	Environmental Drill Rig with Operator(s)	(per hour)	\$125.00 - 265.00
307.	Geotechnical Drill Rig with Operator(s)	(per hour)	\$140.00 - 280.00
311.	Drilling Support Truck *	(per day)	\$85.00
320.	Photoionization Hydrocarbon Vapor Detector *	(per day)	\$100.00
450.	Field Lab Analysis (Hanby)	(per test)	\$25.00
332.	Turbidity Meter *	(per day)	\$40.00
352.	Dissolved Oxygen Meter *	(per day)	\$40.00
245.	pH/T/K Meter *	(per day)	\$40.00
247.	Water Level Meter	(per day)	\$25.00
321.	Bladder Pump/2" Submersible Pump *	(per day)	\$45.00
224.	Cam/Portable Pump (12-volt)	(per well)	\$5.00
336.	Pressure Washer *	(per day)	\$45.00
323.	Steam Cleaner *	(per day)	\$75.00
456.	Rotary Hammer Boring System	(per boring)	\$25.00
452.	Hydro Punch	(per sample)	\$30.00
454.	Continuous Core Sampler	(per foot)	\$5.00
249.	Generator *	(per day)	\$40.00
244.	4-Channel Datalogger *	(per day)	\$115.00
354.	Hand Auger *	(per day)	\$25.00
22.	Traffic Control Cones (25) *	(per day)	\$8.00
31.	Barricade *	(per day)	\$5.00
23.	Passive Skimmer (1 liter)	(per week)	\$15.00
24.	Electric Skimmer	(per week)	\$125.00
326.	Submersible Pump *	(per day)	\$45.00
322.	Centrifugal Pump *	(per day)	\$100.00
252.	Confined Space Multi-Gas Meter (LEL, Oxygen, PID, Hydrogen Sulfate, CO)	(per day)	\$90.00
*	Minimum charge of 1/2-day on all equipment billed on daily basis		
**	Plus Technician Rate		
***	Sample preparation not included		

ATTACHMENT D

HUD-recommended Format for Conducting

Part 58 Environmental Assessments



**U.S. Department of Housing and Urban
Development**
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Project Information

Project Name:

Responsible Entity:

Grant Recipient (if different than Responsible Entity):

State/Local Identifier:

Preparer:

Certifying Officer Name and Title:

Grant Recipient (if different than Responsible Entity):

Consultant (if applicable):

Direct Comments to:

Project Location:

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]:

Existing Conditions and Trends [24 CFR 58.40(a)]:

Funding Information

Grant Number	HUD Program	Funding Amount

Estimated Total HUD Funded Amount:

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]:

Compliance with 24 CFR 50.4, 58.5, and 58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24	Are formal compliance steps or	Compliance determinations
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CFR §58.5 and §58.6	mitigation required?	
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 and 58.6		
Airport Hazards	Yes No <input type="checkbox"/> <input type="checkbox"/>	
24 CFR Part 51 Subpart D		
Coastal Barrier Resources	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]		
Flood Insurance	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]		
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR 50.4 & 58.5		
Clean Air	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93		
Coastal Zone Management	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Coastal Zone Management Act, sections 307(c) & (d)		
Contamination and Toxic Substances	Yes No <input type="checkbox"/> <input type="checkbox"/>	
24 CFR Part 50.3(i) & 58.5(i)(2)		
Endangered Species	Yes No <input type="checkbox"/> <input type="checkbox"/>	
Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402		
Explosive and Flammable Hazards	Yes No <input type="checkbox"/> <input type="checkbox"/>	
24 CFR Part 51 Subpart C		

<p>Farmlands Protection</p> <p>Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p>Floodplain Management</p> <p>Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p>Historic Preservation</p> <p>National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p>Noise Abatement and Control</p> <p>Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p>Sole Source Aquifers</p> <p>Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p>Wetlands Protection</p> <p>Executive Order 11990, particularly sections 2 and 5</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p>Wild and Scenic Rivers</p> <p>Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	
<p>ENVIRONMENTAL JUSTICE</p>		
<p>Environmental Justice</p> <p>Executive Order 12898</p>	<p>Yes No</p> <p><input type="checkbox"/> <input type="checkbox"/></p>	

Environmental Assessment Factors [24 CFR 58.40; Ref. 40 CFR 1508.8 &1508.27] Recorded below is the qualitative and quantitative significance of the effects of the proposal on the character, features and resources of the project area. Each factor has been evaluated and documented, as appropriate and in proportion to its relevance to the proposed action. Verifiable source documentation has been provided and described in support of each determination, as appropriate. Credible, traceable and

supportive source documentation for each authority has been provided. Where applicable, the necessary reviews or consultations have been completed and applicable permits of approvals have been obtained or noted. Citations, dates/names/titles of contacts, and page references are clear. Additional documentation is attached, as appropriate. **All conditions, attenuation or mitigation measures have been clearly identified.**

Impact Codes: Use an impact code from the following list to make the determination of impact for each factor.

- (1) Minor beneficial impact
- (2) No impact anticipated
- (3) Minor Adverse Impact – May require mitigation
- (4) Significant or potentially significant impact requiring avoidance or modification which may require an Environmental Impact Statement

Environmental Assessment Factor	Impact Code	Impact Evaluation
LAND DEVELOPMENT		
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design		
Soil Suitability/ Slope/ Erosion/ Drainage/ Storm Water Runoff		
Hazards and Nuisances including Site Safety and Noise		
Energy Consumption		

Environmental Assessment Factor	Impact Code	Impact Evaluation
SOCIOECONOMIC		
Employment and Income Patterns		
Demographic Character Changes, Displacement		

Environmental Assessment Factor	Impact Code	Impact Evaluation
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COMMUNITY FACILITIES AND SERVICES		
Educational and Cultural Facilities		
Commercial Facilities		
Health Care and Social Services		
Solid Waste Disposal / Recycling		
Waste Water / Sanitary Sewers		
Water Supply		
Public Safety - Police, Fire and Emergency Medical		
Parks, Open Space and Recreation		
Transportation and Accessibility		

Environmental Assessment Factor	Impact Code	Impact Evaluation
NATURAL FEATURES		
Unique Natural Features, Water Resources		
Vegetation, Wildlife		
Other Factors		

Additional Studies Performed:

Field Inspection (Date and completed by):

List of Sources, Agencies and Persons Consulted [40 CFR 1508.9(b)]:

List of Permits Obtained:

Public Outreach [24 CFR 50.23 & 58.43]:

Cumulative Impact Analysis [24 CFR 58.32]:

Alternatives [24 CFR 58.40(e); 40 CFR 1508.9]

No Action Alternative [24 CFR 58.40(e)]:

Summary of Findings and Conclusions:

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure

Determination:

Finding of No Significant Impact [24 CFR 58.40(g)(1); 40 CFR 1508.27]
 The project will not result in a significant impact on the quality of the human environment.

Finding of Significant Impact [24 CFR 58.40(g)(2); 40 CFR 1508.27]
 The project may significantly affect the quality of the human environment.

Preparer Signature: _____ Date: _____

Name/Title/Organization: _____

 Certifying Officer Signature: _____ Date: _____

Name/Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

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

Karuk Tribe



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

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

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract Karuk Tribe Number Assigned: 17-C-019
 MOU
 Agreement Funder/Agency Assigned: 5087-00-7600.00
 Amendment Prior Amendment:

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

Requestor: Emma Lee Perez Date: December 7, 2016

Department/Program: Contract Compliance

Name of Contractor or Parties: LACO Associates

Effective Dates (From/To): 12/15/16 4/30/17

Amount of Original: \$14,428.00

Amount of Modification:

Total Amount: \$14,428.00

✓ Funding Source: 5087-00-7600.00

Special Conditions/Terms:

Brief Description of Purpose:
LACO Assoc. will complete the HUD required Environmental Assessment for the Family Services Center.

** REQUIRED SIGNATURES **

Emma Lee Perez
Requestor

12/7/16
Date

Laura Maytors
**Chief Financial Officer

12-8-16
Date

Emma Lee Perez
**Director, Administrative Programs & Compliance

12/7/16
Date

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

Date

Other

Date

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AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Contract Number: 17-C-019

This Agreement, dated as of December 7, 2016, is between the Karuk Tribe (hereinafter “the TRIBE”) and Contractor (hereinafter “INDEPENDENT CONTRACTOR”), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from December 15th, 2016 – April 30th, 2017.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, fourteen thousand four hundred twenty eight dollars. All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. Contract Compliance Specialist and/or Authorized Designee shall be responsible for overseeing this Agreement and approving invoices for payment.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney’s fees for Independent Contractor’s negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any required public liability, public damage and/or Worker’s Compensation Insurances shall be the sole responsibility of the Independent Contractor.

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

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

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

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

INDEPENDENT CONTRACTOR

LACO Associates, Inc.
21 West Fourth Street
Eureka, CA 95521
(707) 443-5054
TIN:

KARUK TRIBE

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

Signature and Date

Signature and Date

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

Scope of Work is required for the Tribes Indian Community Development Block Grant funded by the Department of Housing and Urban Development for the construction of a Family Services Center in Happy Camp, CA on APN# 016-412-200-000.

Task One:

Prepare an Environmental Assessment consistent with HUD recommended format per 24 CFR 58. The environmental document produced will satisfy grant agreement conditions for environmental review and otherwise meet the requirements of HUD.

See attached pages larger scope of work.

SCOPE OF SERVICES

LACO proposes to perform an Environmental Review at the Community Level (Format III) for this project. A program guide issued by the U.S. Department of Housing and Urban Development dated July 1993 will be utilized so that conformance with the statutes mandated under Federal law are met.

LACO proposes to utilize the Suggested Format for Environmental Assessment for HUD-funded Proposals provided by HUD for the preparation of the environmental documentation under Part 58 titled: *Environmental Assessment, Determinations and Compliance Findings for HUD-assisted Projects*, 24 CFR Part 58 developed by the Pacific Region of HUD dated March 2005 and provided as **Attachment D**.

The following scope of work assumes that an EA will be the appropriate level of NEPA review for the proposed project. It also assumes that consultation with HUD will occur in an expeditious manner, and that no new technical studies are needed to assess project impacts, including impacts to biological and archaeological/cultural resources. If a different level of NEPA review or additional technical studies are required, an amendment to the scope and budget will be required.

For the purposes of this undertaking, the Karuk Tribe is the Applicant and HUD is the Lead Agency. Because the project is located on tribal trust land, CEQA is not required.

The following services will be performed:

Project Initiation, Kick-Off Meeting, and Site Visit

- ▶ Participation in a kick-off meeting with the Tribe to initiate the project. The draft scope of work, work schedule, and cost estimate will be presented for review and discussion. Based on feedback, adjustment to the tasks and schedule will be made and a final scope of work and schedule will be approved. The kick-off meeting will be followed by a site visit.
- ▶ Participation in a site visit with tribal and agency representatives to discuss the project requirements and any concerns.

Project Data

- ▶ Narrative on the existing conditions and trends of the property proposed for development including geological, hydrological, botanical, archeological, and socioeconomic conditions of the Tribe.
- ▶ Project description including alternative methods explored and the rationale governing the selection of the preferred alternative.

Source Documentation

- ▶ Factual source documentation will be gathered through contacts with the Indian Health Service, tribal records, the Natural Resource Conservation Service, County agencies, tribal archives, and through field observations.
- ▶ Data gathered will be packaged and provided to the Tribe so that future use of the information can be realized for subsequent EA's by the Tribe and NCIHA.

Environmental Assessment Preparation

- ▶ A brief description of administrative procedures and environmental planning activities undertaken in the preparation of the EA will be created.
- ▶ A summary of existing environmental conditions will be provided to set the context for the analysis of potential environmental changes the project may induce.
- ▶ The EA Statutory Checklist will be performed including the source documentation of each affected element of environmental law depicted in the checklist.
- ▶ An alternative analysis and the comparison of options for the project will be presented.
- ▶ If necessary, the EA Checklist will identify areas of impact needing further study. The results of this effort will identify environmental impacts in selected categories and will summarize recommended mitigation actions.
- ▶ Relevant correspondence, a listing of site visitations, and meetings with officials involved internally and externally will be provided. A final listing of the major participants, their titles, and their roles in the project will be specified.
- ▶ Finally, the EA's findings, including the level of clearance, will be prepared for the certifying officer's signature and forwarded to the local newspaper for publication and public comment.
- ▶ If necessary, public comments received will be incorporated into the EA and mitigation measures formalized. If applicable a Finding of No Significant Impact (FONSI) Certification and Request for Release of Funds prepared for the certifying officer's signature will be created.

Environmental Review Standards

The following HUD standards shall be utilized in the formulation of an Environmental Assessment document for the proposed project:

Purpose

Title I of the Housing and Community Development Act of 1974 as amended by the Housing Reform Act requires that all recipients meet their environmental responsibilities. HUD regulations delegate the responsibility of fulfilling environmental responsibilities to the recipient as required in 24 CFR Part 58 "Environmental Review Procedures for Title I Community Development Block Grant Programs".

The environmental review process for HUD projects described in 24 CFR Part 58 is summarized as follows:

HUD recipients are required to assume the responsibility for conducting environmental reviews.

A HUD environmental review process consists of two sets of requirements:

1. The first set is based on the NEPA as amended and the implementing regulations issued by the Council on Environmental Quality found in 40 CFR Parts 1500 through 1508.
2. The second set is derived from other statutory and regulatory requirements of various Federal agencies such as the Environmental Protection Agency (EPA), the Advisory Council on Historic Preservation, or HUD's own requirements.

There are three types of environmental reviews depending on the action being proposed:

1. **Categorically Excluded Projects** - For activities such as housing rehabilitation, NEPA does not apply. However, regulations other than NEPA may apply. A short form of documentation such as a "checklist" is all that is required.

Information Technology Council Report

Eric Cutright, December 8, 2016

Expenditure/ Progress Chart – IT Dept Indirect Budget December 8, 2016

Program	Code	Total Budget	Expensed to date	Balance	% Expended
IT Systems	1020-15	\$347,888.44	\$59,779.55	\$288,108.89	17.18%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2016 to 9/30/2017	12	2.5	9.5	21%	N
Comments:					
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.					

Expenditure/ Progress Chart – IT Dept Indirect Budget Fiscal Year 2016

Program	Code	Total Budget	Expensed to date	Balance	% Expended
IT Systems	1020-15	\$341,878.14	\$366,944.17	\$-25,066.03	107.33%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2015 to 9/30/2016	12	12	0	100%	N
Comments:					
This is the budget for the fiscal year 2016. This budget is not yet final.					

IT Department On-Going Projects:

- 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. All the IT equipment for this project has arrived. A new steel utility pole has also arrived at the Yreka KTHA office. The KTHA force account crew will install the pole, after which IT will mount the radio equipment and begin providing internet to the homes.
- I have reached out to several vendors that can assist with and improve network security for the Tribe and the Health program. Several hospitals and health centers have recently been targeted by hackers, who steal the health data, and then ransom the information back to the health agency. I have received several quotes for security services, which are under thorough review.
- I'm working with the Dental Department to procure and install a new digital x-ray system. Dental received a grant from HRSA to partially pay for the new x-ray software and hardware. We are currently in the procurement stage of the project.

- New backup software and data storage has arrived and is being tested for the Yreka clinic and the Orleans clinic. Additional storage will be acquired soon for the DNR, KTHA and KCDC offices located in Orleans and Yreka that still need off-site data backups.
- The process to convert the Karuk Electronic Dental Records (EDR) to the version managed by IHS. IHS is underway. The EDR vendor, Henry Schein, has been engaged to start the conversion. The Henry Schein support team contacted us last week, and plans to begin the transition by the first week in November. The IHS EDR support team has also made contact and is preparing our RPMS database to receive the new interface.
- Security Cameras have been installed in the Somes Bar Work Center.

Project Title: Áan Chúuphan Internet Service in Orleans

Áan Chúuphan Business status as of October 24:

- 9 anchor institutions are receiving complementary service through the USDA grant
- 111 active customers
- 97 customers have internet access installed
- 4 customers in the queue to have service installed
- 10 customers are awaiting radio improvements to receive service

Expenditure/ Progress Chart – Áan Chúuphan Budget November 10, 2016

Program	Code	Income	Expenses	Balance	% Expended
Áan Chúuphan	2661-00	\$68,519.85	\$54,118.05	\$14,401.80	78.98%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2016 to 9/30/2017	12	2.5	9.5	21%	N
Comments:					
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	\$948,411.84	\$193,458.16	83.06%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/24/2011-10/24/2017	72	62	10	86%	N
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
03/31/2017	No		10/17/2017	No	
Comments:					
This grant funds the construction of broadband infrastructure to Orleans.					

Construction and Network Projects:

- The new generator for the Orleans Council Chambers has been installed and is fully functional. This generator will keep the Áan Chúuphan operational during extended power outages in Orleans.
- The Orleans Community Services District has installed an auto-start generator at the water tank in Orleans. However, a battery backup system needs to be installed at this location to prevent outages during the brief period when power first goes out and the generator is warming up. A battery backup is back-ordered and should ship next week.
- Some of the customers near Shivshaneen Ln. have reported difficulty. We have ordered equipment to install a repeater in that neighborhood to improve service and connect additional subscribers.
- Several clients connected to the main radio at the Orleans tower have reported connection problems, specifically high latency and trouble with sustained connections. We have ordered equipment to install an additional radio on the tower to share the load and speed up service again.

Reimbursement Status:

- \$938,345.18 has been spent. \$930,428.00 has been reimbursed.
- The final reimbursement request needs to be submitted after all expenses are committed, but before November 24. The last day to make purchases on this grant is October 24.

Project Title: Klamath River Rural Broadband Initiative (KRRBI)

Project Management Services:

- 4th quarter progress report is due on January 10, 2017.
- 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. Marshlian & Donahue have begun work on the CPCN application.

Permitting Services:

- A permit will need to be requested from CalTrans once the CEQA process is complete. We have requested policy information from CalTrans to help with permit application, and we await a response. CalTrans has provided the engineering documents that we requested.
- 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.
- An application to California State Lands for a Klamath River crossing permit is being drafted.
- The Karuk Tribe has joined USA North 811, the Call before you dig association.
- An application to the Northern California Joint Pole Association is in progress.

Cultural Review:

- Karuk Tribe THPO is completing some additional cultural review due to changes in the project.

- The Yurok Tribe THPO is drafting their cultural review document.

Environmental Review:

- The Proponent’s Environmental Assessment (PEA) draft was submitted to the funder, the California Public Utility Commission (CPUC) on October 14. A data request was received on November 15 with extension questions and requests for more information. A response to this data request is in progress.
- Once the lead state and federal agencies, the California Public Utility Commission and the Bureau of Indian Affairs, receive and accept the final 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 conducted a survey of the route the week of October 17. Work on the initial project plans has started.
- During the engineering survey a couple of potential cost-saving alternatives were identified. These alternatives are being explored before the submission of the PEA. The primary alternative would require a lease to use a PG&E right-of-way. We are waiting for a price quote from PG&E for that lease.
- Wireless engineering primarily consists of distribution for the town of Orick. Three locations have been determined as possible tower sites. The owners of each property were sent a letter to determine if they would be willing to sell or lease the land needed for the tower. Negotiations for an easement proposal have begun with one land owner.

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	\$332,203.20	\$6,270,218.8	5.03%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/17/2013-10/17/2018	60	37	23	62%	Y
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due	Completed?	Date Completed.
01/10/2017	No		At 25% Expended	No	
Comments:					
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 November 2016 billing period

Karuk Tribe Council Report

From: Laura Mayton

Meeting Date: December 15, 2016

Location: Orleans

ACTION ITEMS

I do not have any action items at this time.

CASINO PROJECT

The Karuk Tribe's loan for the Casino project has been approved, and we have processed and received funds for the closing funds request. The closing pay application totaled \$3,300,000 and was used to pay attorneys, financial advisors, architects, developers and contractors who have been working on our project for a long time. Of the \$3.3 million received, \$300,000 was a reimbursement to the Karuk Tribe. I left the \$300,000 reimbursed in the bank account at Wells Fargo so that interest could be automatically deducted from the account when due and then requested by me as part of the pay application in the following month. This will prevent us from paying late and incurring fees.

The Tribe's loan will actually consist of a series of smaller LIBOR loans which mature periodically and must be renewed. If we fail to renew them timely, they will revert to base rate loans which are more expensive, so the loans will need to be monitored closely.

Pay application #1 for \$414,188 is currently being processed. Payments will be made to vendors once the funds are received.

The pace of the project has ramped up significantly and earth work should be mostly complete by the end of the year.

NEW OVERTIME RULES

The new overtime rule which were supposed to go into effect on December 1st, were postponed by a court decision. However, the decision is being appealed, so the rule may still become law. If it does, we have already made the changes necessary to be compliant.

COMPLIANCE

Please remember to send all emails containing documents to be reviewed and/or messages related to contracts to compliance@karuk.us. This email address goes to multiple parties to make sure there is coverage when someone is out of the office.

FISCAL YEAR 2016 AUDIT

Work on the Karuk Tribe's fiscal year 2016 audit continues. Fieldwork for KCDC will be complete today. KTHA fieldwork is scheduled for next week, and the Tribe's is scheduled for the week of January 23, 2017.

KCDC Council Report

12/15/2016

Amkuuf – The Amkuuf Shop continues to operate smoothly with no interruptions with supplies. We have been in contact with Susanville Rancheria Economic Development Corporation regarding their cigarette manufacturing plant and possible distribution of their products. I will have more information to report as we move forward in our discussions.

Computer Centers – The computer center had 77 users for a total of 230 visits in the month of November. Activities/classes provided include an EBay Experience that was scheduled for the entire month of November. Participants were offered guidance on how to sell items on EBay and how to use the PayPal payment method. Participants also learned how to photograph, describe their items for sale, and how to list an item for sale. A postal scale and photo equipment were provided for this training; Coding Club for students continues until the 15th of December. The 2017 GED calendar for prep and testing has been completed with Pearson VUE and is ready for students. Students are able to sign-up 2-months prior to their testing date. A job skills training program schedule for TANF clients has been completed and is awaiting comments and/or approval from TANF. The Workforce Developer assisted one tribal member in gaining employment with Eureka Transfer and has also administered Southern Oregon mid-terms for students.

Head Start – Priscilla, Donna, and Deanna (I was on vacation) participated in our bi-weekly conference call with our Head Start Specialist and several others on November 15th and were congratulated on all of our hard work. Our Specialist stated we will be receiving an official letter notifying us that our two deficiencies from 2014 have been closed, we are no longer in DRS, and our current grant application will become year one of a five year grant application. This is exciting news and comes from a lot of hard work on the part of all of the Head Start and KCDC staff with a special thanks to Director Priscilla Stack, Deputy Director Donna Goodwin and KCDC CFO Deanna Miller!

Koovura Yeeshiip – A site visit was conducted by CalOES for the Koovúra Yeéshiip program; Chairman Attebery, Patricia Hobbs, Emma Lee Perez, Deanna Miller, and I met with the reviewers in the morning and Deanna and I continued with them for most of the afternoon. We are very appreciative of their understanding and working with us to get the program back on track. Patricia Hobbs and I have been emailing and meeting in person to discuss job descriptions, clinical supervision, documentation, and other aspects of the grant and we are both satisfied with the outcome of our discussions and now have a plan of action that will be outlined in the grant for resubmission as requested by CalOES personnel.

C Store – An RFP for the C Store is ready to be advertised as soon as we get word from Council to proceed.

Energy/Biomass – We are awaiting the BIA Energy and Minerals Division letter to proceed with the Biomass Feasibility Study grant that was awarded in September. The earliest we should expect anything is January 2107.

Respectfully submitted by Economic Developer/Operations Manager, Karen Derry