KARUK TRIBE COUNCIL MEETING AGENDA

Thursday, February 23, 2017, 3 PM, Happy Camp, 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

1. Requesting authorization of resolution 17-R-020 to draw down funding from the Tribes IFLA account for Fiscal Year 2017.

F) APPROVAL OF MINUTES (January 26, 2017)

H) OLD BUSINESS (Five Minutes Each)

1.

I) GUESTS (Ten Minutes Each)

1.

II) DIRECTOR REPORTS (Ten Minutes Each)

- 2. April Attebury, Judicial Systems Administrator (written report)
- 3. Leaf Hillman, DNR Director (written report)
- 4. Sandi Tripp, Director of Transportation (written report)
- 5. Scott Quinn, Director of Land Management (written report)
- 6. Lester Alford, TANF Director (written report)
- 7. Emma Lee Perez, Contract Compliance (written report)
- 8. Eric Cutright, IT Director (written report)
- 9. Laura Mayton, Chief Financial Officer (written report)

- 10. Sara Spence, Interim KTHA Director (written report)
- 11. Dion Wood, TERO/Childcare Director (written report)
- 12. Rose Butterfly, Education Coordinator (written report)
- 13. Karen Derry, KCDC Operations Manager (written report)
- 14. Dora Bernal, HR Director (written report)

K) REQUESTS (Five Minutes Each)

M) PHONE VOTES (Five Minutes Each)

- 1. Request approval to assist Tribal Member #3903 with spouse funeral services. Passed.
- 2. Request approval of resolution 17-R-008 authorizing Leaf Hillman to be the voting delate for upcoming meeting. Passed
- 3. Approval to request up to \$60,000 for casino site work. Passed.
- 4. Approval of change order #001 in the amount of \$60,552 for Hilfiker retaining wall. Passed.
- 5. Request approval to allow employees to be excused from holiday party. Passed.

M) INFORMATIONAL (Five Minutes Each)

N) COMMITTEE REPORTS (Five Minutes Each)

1.

OO) CLOSED SESSION (Five Minutes Each)

- 1. Robert Attebery (dinner break)
- 2. Leo Carpenter Jr.
- 3. Barbara Snider
- 4. Tribal Council Members

P) SET DATE FOR NEXT MEETING (March 23, 2017 at 3PM, Happy Camp, CA)

R) ADJOURN

Karuk Tribe – Council Meeting January 26, 2017 – Meeting Minutes

Meeting called to order at 3pm by Chairman Attebery.

Present:

Russell "Buster" Attebery Michael Thom, Secretary/Treasurer Joseph "Jody" Waddell, Member at Large Alvis "Bud" Johnson, Member at Large Charron "Sonny" Davis, Member at Large Josh Saxon, Member at Large

Absent:

Robert Super, Vice-Chairman (excused) Arch Super, Member at Large (excused) Renee Stauffer, Member at Large (excused)

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

Agenda:

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

Consent Calendar:

Josh asked about the contract with Butch Crocker for site work. The lowest bidder was selected and both bidders had the option to complete a site visit.

Michael Thom moved and Jody Waddell seconded to approve the consent calendar, 5 haa, 0 puuhara, 0 pupitihara.

Minutes December 15, 2016:

<u>Bud Johnson moved and Josh Saxon seconded to approve the minutes of December 15, 2016, 5 haa, 0</u> puuhara, 0 pupitihara.

Old Business:

None.

Guests:

1) Youth Council:

Elaine Randolph is present to introduce the Youth Council. Buster expressed his thanks and appreciation and pride in the youth council. He is very proud of them and noted that they are the Tribes future.

Skyler Conrad introduced himself as a 9th grader. She would like to attend more college trips and fundraising. McKayla Escobar is an 11th grader and her goal is to have fun and to learn more about what Council Members do. Daisy Garcia is the Secretary and a 11th grader, she aspires to be a radiologist. Lyle Frank is a 9th grader and he likes to hunt and fish and his goal is to get more involved with his culture. Rose Butterfly announced that today was their first meeting and they gathered an understanding what is done and the process of conducting a meeting. The youth attending allows for experience for them to see how Government works for the Tribe.

The Youth Council will be having a joint Youth Council Meeting in the near future.

Josh introduced himself and noted that a good opportunity would be to draft their own resolutions declaring domestic violence month, or cancer awareness month, etc. The Council could also draft resolutions to coincide with the Youth Council resolutions. Buster would like to add fundraising opportunities to the Youth Council.

2) WJ Strickland, Office of Head Start:

WJ is present to have a discussion with the Tribal Council and attendees. He remarked that it is his honor and delight to be present this evening. He is the Tribes program specialist for the Office of Head Start. WJ commented that having a Youth Council was very interesting to view. He commented that Rose is a great Education Director. He acknowledged Karen and Priscilla for their great work they have done on behalf of the Tribes Head Start program. There has been a little bit of a journey in 2016 but they are now compliant and working toward determining the future of Head Start. A meeting was held yesterday with KCDC and Tribal Council representatives and he looks forward to continue to working together with the children and families.

Josh asked about the incoming administration and if there is any information regarding the effects the program may have. WJ commented that there can be a positive impact or a negative impact. The Tribal Leaders were in town before the inauguration, uniting in what is coming forward. He has not heard a report back from that, but they are very concerned. He will comment that the campaign promises are campaign promises, so there is uncertainty. He has announced support for childcare funding. The previous administration was instrumental in merging childcare under Head Start, which has not been rolled out yet. This will be coming in 2017. They are working toward similar benefits for Childcare and Head Start. He cannot answer Josh's question because he doesn't have the answer nor do most entities at this time.

3) Pat Hobbs, Children & Family Services:

Pat arrived late to present position description for approval. This is a new position that has been signed off by TERO and HR.

The position will provide coverage and are entry level to allow oversight.

Michael Thom moved and Bud Johnson seconded to approve the Registered Alcohol and Drug Trainee position description for Yreka, 5 haa, 0 puuhara, 0 pupitihara.

Director Reports:

1) Leaf Hillman, DNR:

Leaf is not present, report provided.

<u>Josh Saxon moved and Sonny Davis seconded to approve DNR's report, 5 haa, 0 puuhara, 0 pupitihara.</u>

2) Sandi Tripp, Department of Transportation:

Not present, report provided.

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

3) Lester Alford, TANF Director:

Lester is not present; Anthony is present to answer TANF related questions.

Josh noted that Lester's report has mentioned a handicap ramp for months and inquired about the progress. Anthony was unsure of any progress taking place.

The monthly summary only includes the caseloads for Yreka. Anthony explained that the caseload for Orleans, Yreka and Happy Camp is listed.

<u>Josh Saxon moved and Michael Thom seconded to approve Lester's report, 5 haa, 0 puuhara, 0 pupitihara.</u>

He then sought approval of one action item. He would like to purchase a copy machine for the Happy Camp site.

Josh Saxon moved and Jody Waddell seconded to approve procurement and the purchase of a copier for HC TANF, 5 haa, 0 puuhara, 0 pupitihara.

4) Emma Lee Perez, Compliance:

Emma Lee is present to review her report. She reviewed her written report. Most information is similar to the previous month. ICDBG has selected Travois as a designer and Black Wolf as the contractor. The Tribe will be waiting for proof of the Contractor's License prior to the start. A contract will be awarded to Travois to begin the design phase and ensure staying on time for the project.

Emma Lee then sought approval of a resolution to the Ford Family Foundation seeking additional funding toward the ICDBG project. It is under resolution 17-R-015. Josh asked about clarifying serving non-Tribal Members as well as a breakout of others in the community. Josh noted that the HRSA grant is received for tribal and Non-Tribal Members. This additional language is also included in the Foundation grant, would be nice. Emma Lee will work on this to emphasize this service area and those served in the community.

Emma Lee has picked out a February 8th meeting with Susan Gehr and the Tribal Council.

<u>Jody Waddell moved and Bud Johnson seconded to approve resolution, 5 haa, 0 puuhara, 0 pupitihara.</u>

She then continued with her report noting that CTAS is coming up and is due February 28th. April Attebury is attending training on this granting opportunity at this time. She will work with April on modifying previous proposals.

2017 ICDBG projects need to be worked on to solicit ideas for the next project. She received two responses from the Management Team. She would recommend that the Council select the DNR project by consensus so that they can begin working in that direction.

Consensus: to work toward the ICDBG DNR remodel project.

Her next action item is a contract with Ram Offset for the Tribes Newsletter. The RFP has gone out and procurement is attached for approval. Emma Lee provided a breakout of the bids received. The contract will be tabled to closed session.

She then provided that the Tribe is a pass-thru with funding from Indian Health Services. It is a modification for the Happy Camp Community Services, which is the second phase to the Community District Services. Michael asked if Orleans was providing information to Indian Health Services regarding Orleans Water systems. Emma Lee believes that Indian Health Services installed testing to the system. Housing was also working on items they needed.

<u>Josh Saxon moved and Michael Thom seconded to approve modification (1) to agreement 12-A-009, 5 haa, 0 puuhara, 0 pupitihara.</u>

Michael Thom moved and Sonny Davis seconded to approve Emma Lee's report, 5 haa, 0 puuhara, 0 pupitihara.

5) Eric Cutright, IT Director:

Not present, report provided. Buster would like to table Eric's report to the Planning Meeting.

Bud Johnson moved and Jody Waddell seconded to table Eric's report, 5 haa, 0 puuhara, 0 pupitihara.

6) Laura Mayton, CFO:

No report, not present.

7) Ann Escobar, KTHA Interim Director:

Ann is on travel, not present. Report provided.

Jody Waddell announced that Sara Spence is the new KTHA Director and they have a new CFO as well that will be starting soon.

Josh Saxon moved and Sonny Davis seconded to approve KTHA's report, 5 haa, 0 puuhara, 0 pupitihara.

8) Dion Wood, TERO / Childcare Director:

Dion is present to review his report. He reported that he is getting calls about the casino project. The responsible gaming commission for the State is making inquiries and he is forwarding them as necessary.

February will be a month to have recruitment and hiring strategies for hiring. There will be over 300 jobs for the community. Dion believes that working with the County agencies will provide for a good opportunity with PR.

Dion will be presenting a MOU with Caltrans and seek formal approval next Thursday. They will be working on a project near Somes Bar.

Tomorrow he will be attending a meeting with the NorCal TERO's. The EEOC contract has been received and the quarterly report will be submitted to Fatima, TERO Commission and the Tribal Council for review prior to submission. Once a report is done then the Tribe could draw down the funding.

The TERO Assistant position is being posted at this time. THPO training will be scheduled in Orleans in February. The new name will be "Cultural Technicians" and another course will be done in Yreka to renew certificates.

The WPA will need to be updated. The Sales Tax Ordinance is really old and needs updated. The Tribal Wage rates needs updated as well. Dion would like to have those items on the radar as well.

Dion commented that the DNR Strategic Plan is becoming difficult to track. He noted that this is creating issues for the Tribe. They are having their own format for position descriptions, and he would like to note that positions are challenging and will compete with current funding streams. Dion liked the strategic plan and he would like for the rest of the Tribe to have similar structure and guide. This creates a disparity for the rest of the Tribe when one department goes on their own and does not share information or collaborate on changes.

Dion updated that childcare, TANF, and Head Start is attempting to align. He believes that fewer dollars are going to be available. Emma Lee noted that there is a push to make Head Start year around. She noted that parents and teachers need to be involved. Rose commented that Head Start has very strict performance standards. Emma Lee believes that the Tribe should be involved in the decision. Karen noted that a community assessment will identify what the community would like the Tribe to do. Emma Lee reiterated that parents and the Tribe should also be involved to ensure services through the Tribe. Dion would like to get an early head start division that has open discussion on these types of topics, so that they can survive changes and provide good services to the kids.

Dion would like to be on the ACF, HHS Tribal Advisory Committee. Buster will evaluate this. Dion will forward this information.

A State Meeting is being scheduled. Dion thanked Karen for communication about the Summer Food Program. Dion noted that by the grace of the Food Program and volunteering staff, and then these duties should be into so position descriptions, so that there is a system in place. It is important to work toward this direction.

<u>Bud Johnson moved and Michael Thom seconded to approve the TERO report, 5 haa, 0 puuhara, 0 pupitihara.</u>

9) Rose Butterfly, Education Coordinator:

Rose is present to review her report. She updated the work she has done on providing resources for children and families.

The higher education grant scholarships were at 31; 23 full grant awards have been distributed and 2 ½ grant awards. With funding they opened up ½ time grant awards and that is for students have missed the original deadline. Descendant scholarships were distributed and continued work on the pending one.

Rose reviewed her written report on services provided through her Education Office. Several activities including movie nights, science projects, regalia workshops, math events, etc.

She overviewed the work that is done in Orleans, Yreka and Happy Camp and then also how services can be provided through different outlets such as tutoring, computer centers, and KTHA education center.

Buster asked if Rose is staying in touch with Humboldt State University as well. Rose noted that yes; there are invites to conducting campus visits.

Michael Thom moved and Josh Saxon seconded to approve Rose's report, 5 haa, 0 puuhara, 0 pupitihara.

10) Scott Quinn, Director of Land Management:

Scott is present to review his report. Last month there was money received from the BIA for sampling at the Yellow House property. It has been sampled and there have been low levels of nickel in the soil so it doesn't require it to be removed.

He worked with Laura on a land audit and Laura performed that audit review.

He commented and reviewed Jill Beckhams maps and Craig's land legislation. Scott performed the testing and based on his testing results and it was negative for asbestos at the Shasta Building. The persons who are doing the carpet are on hold, waiting for sampling from the realtor. Josh doesn't recommend waiting for additional testing.

Scott commented on the casino contract and noted that gaming commissioners need to start licensing persons, but that isn't set up yet.

Scott updated the Council on the City of Yreka wanting rock donated. He would recommend it. The Tribe would have the cost of hauling it. Scott noted that donating 4-6 now will allow the Tribe time to determine what they want to do with it. Scott would like to donate the rock to the Greenway Project. The Council will discuss this.

Bud Johnson moved and Sonny Davis seconded to approve Scott's report, 5 haa, 0 puuhara, 0 pupitihara.

Josh asked about KTHA's title exception resolutions. Scott explained that when property is purchased sometimes you purchase title insurance which covers your property. Title exceptions include "right of way" or "alternate loan" on the property.

11) April Attebury, Judicial Systems:

April is not present, written report provided.

Tanya would like to seek approval of MOU's with the Karuk Tribes Education Department, Health Department, Substance and Alcohol Abuse. Josh would like to have track intra MOU's and inter MOU's in a different manner. Emma Lee would like this as well to separate them as well.

Josh Saxon moved and Michael Thom seconded to approve MOU 17-M-003 between the Judicial and Education Department, 5 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Sonny Davis seconded to approve April's report, 5 haa, 0 puuhara, 0 pupitihara.

12) Karen Derry, KCDC

Karen is present to provide her report. She reported that Amkuuf will be hiring another sales clerk.

She has been in contact with Susanville Rancheria Economic Development Corporation, which has a tobacco manufacturing plant. They are looking for a Northern California distributer. She is evaluating this as an option at this time. She would need a warehouse.

The Computer Center in Happy Camp is having active users.

Head Start had a meeting with WJ Strickland. He provided onsite training on Head Start standard changes. She updated the staffing and the education degrees. Support staff is continuing education as well.

She has a couple action items. She would like the revised Mission Statement approved.

Buster noted that this may go to closed session. Karen questioned it being confidential. She explained that the previous mission statement was too wordy and is not easy for the Board to recite and mission statements should be memorized by Board Members. Buster commented that he can take this to closed session because they just received it. Karen responded that this has been being worked on for a year and has gone to the Council for four months.

She then presented the staff conflict policy. It is a new one and is required within the Head Start program. There needs to be some edits to the policy. Karen would like to have Pricilla in the discussion as well since she wrote the policy and understands its intent.

<u>Jody Waddell moved and Bud Johnson seconded to approve KCDC's report, 5 haa, 0 puuhara, 0 pupitihara.</u>

13) Dora Bernal, HR Director:

Not present, report provided.

Josh Saxon moved and Michael Thom seconded to table the HR Report, 5 haa, 0 puuhara, 0 pupitihara.

14) Bari Talley, People's Center Coordinator:

Not present, report provided.

Josh Saxon moved and Michael Thom seconded to approve Bari's report, 5 haa, 0 puuhara, 0 pupitihara.

Phone Votes:

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

Closed Session:

Josh Saxon moved and Michael Thom seconded to reimburse mileage to employee #CL, 56.6 miles in mileage, 4 haa, 0 puuhara, 0 pupitihara (with a memo to not do this again).

Josh Saxon moved and Bud Johnson seconded to approve CHS Case #278, 5 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Bud Johnson seconded to approve CHS Case #279, 5 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Sonny Davis seconded to approve out of state travel for Jody Waddell for NAHASDA rule making, 5 haa, 0 puuhara, 0 pupitihara.

Consensus: for Buster to set a meeting with the Cow Creek Tribe.

Consensus: to refer Tribal Member #LG to the KTHA BOC where they will allow her on the agenda to pose her questions.

<u>Josh Saxon moved and Bud Johnson seconded to approve out of state travel for Buster Attebery to NCAI,</u> February 13-16, 2017, 5 haa, 0 puuhara, 0 pupitihara.

<u>Informational:</u> issue surrounding employee behavior; recommended to go back to the supervisor with reports.

Consensus: to refer internal policy review to Laura Mayton and staff to provide information back to the Tribal Council.

Consensus: counter at 5% less than other bid and re-submit to KCDC.

Michael Thom moved and Sonny Davis seconded to approve comments to the USFS on the Horse Creek project and Earl Crosby will be the point of contact for that, 5 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved Jody Waddell seconded to approve draft legislation as submitted today for the Katimiin and Special Use Areas, 5 haa, 0 puuhara, 0 pupitihara.

Bud Johnson moved and Sonny Davis seconded to approve resolution 17-R-001 to the EPA, 5 haa, 0 puuhara, 0 pupitihara.

Employee Drawn: Patricia White

<u>Josh Saxon moved and Jody Waddell seconded to approve resolution 17-R-009, 5 haa, 0 puuhara, 0 pupitihara.</u>

Josh Saxon moved and Bud Johnson to approve resolution 17-R-010, 5 haa, 0 puuhara, 0 pupitihara.

<u>Josh Saxon moved and Jody Waddell seconded to approve resolution 17-R-011, 5 haa, 0 puuhara, 0 pupitihara.</u>

Josh Saxon moved and Bud Johnson seconded to approve resolution 17-R-012, 5 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Sonny Davis to approve resolution 17-R-013, 5 haa, 0 puuhara, 0 pupitihara.

<u>Josh Saxon moved and Jody Waddell seconded to approve resolution 17-R-014, 5 haa, 0 puuhara, 0 pupitihara.</u>

Consensus: to allow Scott, Josh and Laura to review the rock situation to ensure compliance with purchasing, donating, and value.

Consensus: KCDC Mission Statement tabled until the quarterly meeting.

Josh Saxon moved and Michael Thom seconded to approve the health program balance sheet for December, 5 haa, 0 puuhara, 0 pupitihara.

Next Meeting: February 23, 2017 in Happy Camp CA

Adjourned 8pm.	
Respectfully Submitted,	
Russell "Buster" Attebery, Chairman	_
Recording Secretary, Barbara Snider	

Karuk Community Health Clinic

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



Administrative Office

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

Karuk Dental Clinic

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Karuk Tribe Consent Calendar

Tribal Council Meeting – February 23rd, 2017

DNR- Indian Forest Land Assistance Account (IFLA)

➤ Requesting authorization of resolution 17-R-020 to draw down funding from the Tribes IFLA account for Fiscal Year 2017.

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Karuk Tribe Consent Calendar

Tribal Council Meeting – February 23rd, 2017

DNR- Indian Forest Land Assistance Account (IFLA)

➤ Requesting authorization of resolution 17-R-020 to draw down funding from the Tribes IFLA account for Fiscal Year 2017.

Consent Calendar

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			REQUEST FOR RESOLU	TION			
Check One:	7	Resolution	Karuk Tribe Number Ass	0	-R-020		
			Prior Amendment:	-28			
Requestor:		Bil l Tripp		Date: Fe	bruary 8, 2017		
Department/Prog	ram:	DN	R				
Brief Description Resolution auth FL6917739) for	orizing	the Karuk Tribe to dr	aw down funding from the Tribed by separate resolution accept	oe's Indian ting projec	Forest Land Assi t specific funds.	istance Account	
		QUIR ED SIGNATU RE	ES **				
long long	- 6	tiffett.				2/3/17	
Laura *Self-Governan	ma ce Coor	yton CFO				2-10-17 Date	
meruali	u R	ms			3	9/10/17 Date	

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RESOLUTION OF THE **KARUK TRIBE**

Resolution No: 17-R-020

Date Approved: February 23, 2017

RESOLUTION AUTHORIZING THE KARUK TRIBE TO DRAW DOWN FUNDING FROM THE TRIBE'S INDIAN FOREST LAND ASSISTANCE ACCOUNT (FL6917739) FOR FISCAL YEAR 2017 AS AUTHORIZED BY SEPARATE RESOLUTION ACCEPTING PROJECT SPECIFIC FUNDS.

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; Article 1, Section 2 in the Constitution of the Karuk Tribe formally defines Tribal Lands for consideration as applicable under 25 USC 3103(3); and

WHEREAS; Article 2, Sections 1-5 in the Constitution of the Karuk Tribe formally defines jurisdiction for consideration as applicable to 25 USC 3103(7); and

WHEREAS: in accordance with Resolution 09-R-078 an IFLAA account held at the Office of the Special Trustee has been established for use by the Karuk Tribe and partner agencies to expedite transfer of funds through the BIA to the Tribe as authorized under 25 USC 3109; and

WHEREAS; drawdowns from the Tribes IFLAA account are made possible through formal adoption by resolution of an expenditure plan with vouchers submitted to the BIA Pacific Region for processing; and

WHEREAS; all projects accepted by the Tribe are formally adopted by resolution, thus, when cited on the expenditure plan along with this resolution number, allows the Tribal Chairman to approve expenditure plans and vouchers in cooperation with the Indian Trust investors in an effort to reduce administrative burdens and keep withdrawals current with operations; and

WHEREAS; the Karuk Tribe internally tracks fiscal drawdowns; now

THEREFORE BE IT RESOLVED; that this resolution formally adopts all Expenditure Plans and Voucher, authorizing drawdowns of expenditures for Fiscal Year 2017, that remain within the scope of projects formally adopted by separate resolution as transferable to the Tribe's IFLAA account; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the drawdown of funding from the Tribe's Indian Forest Land Assistance Account (FL6917739) for Fiscal Year 2017 as authorized by separate Resolution(s) accepting project specific funds.

CERTIFICATION

CERT	IFICATION
	lution 17-R-020 which was approved at a Regular 7, was duly adopted by a vote of AYES,
NOFS ABSTAIN and said resolution has	not been rescinded or amended in any way. The Tribal
Council is comprised of 9 members of which _	• •
Russell Attebery, Chairman	Date
Michael Thom, Secretary/Treasurer	Date



KARUK TRIBE JUDICIAL

Administrative Office Phone: (530) 841-3143 # 6503· Fax: (530) 842-4889 1836 Apsuun • Post Office Box 629 • Yreka, California 96097

COUNCIL REPORT 2/23/2017

GRANTS AND PROGRAMS ADMINISTERD BY JUDICIAL SYSTEM I.

GRANT#1:

CTAS 2012 -TW-AX-0023-DOJ/OVAW Grants to Tribal Governments Program

Program Code: 5094-05 Awarded \$725,366.00 Term Dates: 10/1/2012 -03/31/2017

Extended to 09/30/2016: Extended to 03/31/17.

FY1: 9/30/13-\$127,326.71 FY2:9/30/14-\$71,887.16 FY3:9/30/15-\$192,579.25 FY4:10/1/15-9/16/16 -

Unencumbered Balance: \$104,282.90 \$185,340.45

Project Title: Karuk Transitional Housing Program

Objectives: To provide Transitional Housing assistance for eligible victims' of domestic violence, dating

violence, sexual assault or stalking

Deliverables\Tasks Updates:

1.) # of bed nights	113
2.) # of Victims/Served	11
3.) # of Services	124(52 transportation)(66 peer counseling)(4 house meetings)
Provided	
4.)Inquiries/applications	1 (inquiries)/1(applications handed out)/ 1 (applications turned in)
out/applications in	
5.) Coordinated	Partner-N.California Tribal Court Coalition-Non-profit, non-governmental;
Community Response	Tribal Victim/Court services organization; Pikyav Advisory; Partner-SisQ D.V&
Meetings	Crisis Center; D.A.'s Round Table/Humboldt County- Law
	Enforcement(local/state) Tribal Court/State Court Forum-(court/local/state/tribal)
	Karuk YavPaAnav -Social Service Organization
7) EXTENSION Status	OVW GAN no cost extension submitted to extend 3/31/2017 to 09/30/17.

GRANT#2:

G-16QNCAFVPS- Family Violence Prevention Services Program

Program Code: 5052-03 Awarded \$53,000 Term Dates: 10/1/2016-09/30/2018 Year to Date: \$7,535.44 Unencumbered Balance: \$42,345.92 Used: 21%

Project Title: FVPSP **Objectives:** Provide assistance to eligible victims of family violence & deliver outreach & education.

Deliverables\Tasks Updates:

1.) #of Victims/Survivors Served	4
2.) # of Support Services Provided	12
3.) Outreach and/or Education	0
4.) Referrals	1

GRANT#3:

Program Code: 5094-11	Awarded: \$543,525.00	Term Dates:	10/1/2014-09/30/2017
Spent to Date: \$305,008.17	Unencumbered Balance: \$238	,516.83	Used: 56%

Project Title: Karuk Tribal Judicial System Pikyav D.V. Services Program

Objectives: Increase access & availability of culturally appropriate counseling/support and advocacy services to eligible victims and provide culturally relevant outreach, awareness and educational activities to the teen population and Tribal community; Provide assistance to eligible victims of domestic violence, dating violence, sexual assault or stalking who need assistance with legal issues that are a result of the abuse.

Deliverables\Tasks Updates:

1.) Victims/Survivors received services	2
2.) # of Services Provided	5(2 advocacy/court
	accompaniment)(1transportation)(2counseling/support)
2.5) # of Referrals	0
3.) Screenings	Not reported this month by program staff
4.) Community Education	
5.) Coordinated Community Response	1.Yav Pa Anav
	2. Pikyav DV Advisory Committee
	3. NCTCC
6.) Outreach Activities	
7.) Healthy Relationship-School Talking	Not reported this month by program staff
Groups	()students –groups/Orleans, Junction and Happy Camp Elem

GRANT#4

2015 VRGXK048-DOJ/OJP/OVC-Tribal Victim Assistance Program

Program Code: 5094-13 Awarded \$353,757.00 Term Dates: 10/1/2015-09/30/2018

Month To Date: \$1,125.47 Year to Date: \$87,326.52

Outstanding Encumbrances: \$784.14 Unencumbered Balance: \$239,402.53 Used: 32%

Project Title: Tribal Victim Assistance Program

Objectives: 1.) Collaborate with key stakeholders to achieve a victim centered response, 2.).Identify critical needs of crime victims and gaps in existing community response, 3.) Collaborate with technical assistance provider and other grantees throughout the life of the project

Deliverables\Tasks Updates:

Denverables/Tasks opulates.	
1.) Recruit, interview, hire and train staff	Completed/ WE HAVE SCREENED 4 APPLICANTS AND WILL BE INTERVIEWING THE WEEK OF 1/23/17 TO FILL THIS VACANT POSITION.
	The Administrator had been taking on duties this month until position is filled.
	The Administrator was notified that the interviews will not be done now until February 22, 2017.
2.) Attend Required CTAS/OVC trainings and orientations.	Completed-Administrator and Fiscal attended February 1st and 2nd, 2016, and PA 7 (Office for Victims of Crime): February 3rd and 4th
3.)Intake/Screenings-Victims served	1

GRANT#5:

2015 DCBC 0012-DOJ/OJP/OJJDP-Tribal Juvenile Justice Wellness Court

Program Code: 5094-14 Awarded \$ 320,000 Term Dates: 10/1/2015-09/30/2018

Unencumbered Balance: \$251,266.00 Used: 34%

Vision Statement: Empowered tribal youth and families that have taken control of their destiny, they are utilizing their culture and traditional support systems.

Mission Statement: Provide access to culturally responsive behavioral health/ support services and activities to eligible Karuk Youth and their families who are out of balance, with their mind, body and spirit.

Goal 1: Design an operational Tribal Juvenile Healing to Wellness Court Program that offers culturally informed, holistically structured and phased alcohol and drug abuse treatment and rehabilitative services, to eligible at-risk involved tribal youth within 36 months Objective 1(A) By the end of 36 months 45 low risk juvenile offenders and re-entering offenders residing within Karuk communities will have been provided culturally appropriate Juvenile Wellness Court Program Services. Objective 1(B) By the end of 36 months the number of formal collaborative partners, community partners, and culturally informed stakeholders that can benefit and enhance the overall quality of services offered through the Juvenile Wellness Court Program will increase from five (5) to twelve (12). Objective 1(C) By the end of 12 months Community of Practice Series focusing on Strategic Planning Toolkit will be completed.

Deliverables\Tasks\Activity-Updates:

Recruit, interview, hire and train	Compliance Officer. Darryl McBride started September 13, 2016.
Compliance Officer	
Community of Practice "Strategic	Completed
Planning Toolkit - Sessions"	
Activity Performed	
1. Continued updates to the T	he Yav Pa Anav Resource Guide.
2. Youth Wellness Compliance Officer Program Data	

Monthly overview- I have been continuing to meet with the youth in our program on a daily basis to ensure that they are following the terms of their agreement whether it is made between the youth and probation or the youth and school officials. Over this period of time we have identified the core classes that our youth struggling with and are trying to find a solution to get them help in those areas per availability of our tutors. With me being able to speak with my youth more and having built that rapport with them some are actually opening up and seeking additional help which will now be an easier transition for them now that they know the youth wellness court will be there as they utilize other services within the tribe.

Our Youth Wellness Court Program now has a total of 4 students in our program. 2 students are beginning in show progression both in their school work and their behavior towards school authority and their peers. I have been in communication with our education department to seek tutoring sessions for our youth as all continue to struggle in the same 2 subjects Math and English. Discussions with our education department were made and found out that we would be receiving 2 new referrals no earlier than 2/17/17 of youth located in Yreka may be at risk. Pending a meeting with both youth & school officials would determine if they are eligible for our program bringing our total to 6 if they both were admitted.

1/17/17- With the collaboration between our Youth Wellness Program, Education department and TANF Program we have decided to attend the 18th Annual Indian Student Association Youth Conference and basketball tourney March 24th-26^{th at} UCLA. With this event it will help our youth be able to visit and experience a campus lifestyle while at the same time being able to interact with youth from different tribes from all over the country as well as playing in the spotlight of a major University such as UCLA.

Department of Natural Resources

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



Administrative Office

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

Orleans Medical Clinic

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

Fax: (530) 627-3445

DEPARTMENT OF NATURAL RESOURCES TRIBAL COUNCIL REPORT February 2017

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

<u>DIRECTOR OF NATURAL RESOURCES AND ENVIRONMENTAL</u> POLICY/Leaf Hillman

*** Action item-Jenny Stormy Staats-In review process

*Participated in meeting and consulted with Caltrans District 1 Archaeologist, along with Archaeological

Consultants from HSU in the development of a formal nomination for the area along the ridge commonly known

As the Trail Home. The final product of this effort will be a formal determination of eligibility and nomination for listing on the National Register of Historic Places. This area will be nominated and proposed for listing as a Traditional Cultural Property (TCP) on the National Register of Historic Places. This project is being implemented under the terms of an agreement between Caltrans (Federal Highway Administration), the U.S. Forest Service, State Historic Preservation Office (SHPO), and the Karuk Tribe. The agreement was signed in the immediate aftermath of an emergency declaration for a large landslide (rockslide) which occurred just south of the Humboldt/Siskivou County line and closed both lanes of State Highway 96 for nearly two full months. Important cultural sites, features and associated spiritual settings located nearby were negatively impacted by the landslide, as well as emergency repair/re-construction activities. The subsequent agreement stipulated several measures be undertaken to mitigate the identified adverse effects, preparation of this nomination was one of those measures. The nomination is in the final draft stage of development and I anticipate a meeting between the parties will occur within the next month to make final changes to the document. This project has experienced multiple delays which have resulted in the tasks being repeatedly postponed. and we are all looking forward with eager anticipation to a successful conclusion to this project.

*Continue to participate in on-going discussions concerning the technical details, as well as the strategy to advance our legislative efforts and agenda working with Congressman Huffman and his staff. At the present time this situation is very liquid and subject to rapid and unpredictable shifts. Efforts are underway to schedule a meeting between

representatives of the Karuk and Yurok Tribe's, in order to explore ways that we can support one another to achieve our respective goals.

*Met with the State Historic Preservation Office, California Historical Resources Information System (CHRIS) Coordinator, Eric Allison along with the North East Information Center (NEIC) Coordinator, Amy Huberland and the North West Information Center (NWIC) Coordinator, Bryan Munch. The primary purpose of this meeting was to provide the Karuk Tribe with an update on their progress in implementing a cooperative project titled: Inventory Data Conversion and Sharing for Karuk Tribe Aboriginal Lands in California. An additional objective of this meeting was to initiate a discussion and dialog concerning the "sharing" portion of this cooperative project. Under the terms of this project, the Information Centers agree to share Inventory Data with the Karuk Tribe (THPO), but does not specify what, if any, information or data the Karuk Tribe (THPO) agrees to share with the Information Centers. While I believe that our meeting was very positive and productive, I anticipate the need for additional discussion and dialog (both internally and externally) in the coming months, in order to develop, evaluate and consider any proposed sharing agreement. This is a very exciting project, and the potential for significantly improving our respective capacity to protect and preserve the significant and valuable historic and cultural resources of the Karuk Tribe and the State of California is very high.

*We have recently been in contact with staff from the Humboldt County Planning Regulation Department's Cannabis and Enforcement Division concerning implementation of their recently adopted Humboldt County Cannabis Regulation and Control Ordinance. Over a year ago, in response to an invitation to consult on the proposed ordinance, the Karuk Department of Natural Resources provided comments directed primarily toward consultation with the goal of ensuring a Karuk voice in the protection and preservation of tribal cultural and religious sites, as well as the environment in general. The newly created Cannabis Regulation and Enforcement Division is composed of 12 new full-time staff positions under the supervision of the Planning Department. Based on verbal communication with one particular new staff member, we have learned that this new division is already overwhelmed, with a backlog of 1,200 Permit Applications to be processed and the number is growing daily. Applicants are being advised that they should expect a processing period of between 1 and 2 years. We are pursuing contact with the Director of the Planning Department and plan to request a presentation from his staff regarding implementation of the ordinance, in order to identify when and under what circumstances the Tribe will be consulted during the permitting process. We have also been contacted by individuals who are in the process of developing their Permit Applications, seeking the Tribe's concurrence with proposed mitigation measures etc. This is an important, evolving situation that has the potential to disrupt and distract DNR staff resources. At the same time, I believe that a significant opportunity is also represented in this situation. I believe that we are well situated to invoice permit applicants for performing basic services, such as, conducting a records search (of THPO Database), conducting a level one Archaeological Survey (if required), or conducting an evaluation of proposed mitigation measures and issuing a determination of No Adverse Effect, etc. I will keep the Tribal Council informed as this situation unfolds.

DEPUTY DIRECTOR OF ECO-CULTURAL REVITALIZATION/Bill Tripp

WATER QUALITY COORDINATOR/ Susan Corum

Participated in the following meetings/processes:

- Participated in meetings coordinating sediment monitoring for dam removal and fish disease.
- Participated in IMIC meeting and calls.
- Participated in Cultural Beneficial Uses meetings to get these uses adopted at the state-level. Attended a SWRCB hearing remotely.
- Participated in a meeting with the SWRCB about CEQA scoping for water quality certification for the removal of the dams.
- Participated in a DNR Council Meeting.
- Participated in CCHAB meetings.
- Participated in FASTA team calls.
- Participated in KBMP Steering Committee calls.
- Attended an Inland Freshwater Harmful Algae Bloom webinar.
- We are currently flying an RFP for a lawyer to help with our Treatment as a State application.

Reports

• Council Report

Water Quality Crew Update

• Our crew has is doing the best they can with this rough winter (for field work) that we are having. They are being very attentive to our equipment and getting it out of the way for high flow events.

FISHERIES PROGRAM/Toz Soto

The Fisheries Program is working on field projects, proposals, planning and reporting. Field projects ongoing at this point include the Coho Ecology Study and related activities. We are maintaining PIT tag remote monitoring systems in locations in Seiad Creek, Happy Camp and Sandy Bar Creek. Fyke trapping and seine netting are methods used to sample fish and placement of PIT tags. Flooding and deep snow has made this work difficult. Crews were using snow sleds to transport heavy batteries into our monitoring sites. Floods have also damaged antenna systems and limited our access to equipment. Crews are taking extra caution to only access equipment when conditions are safe. Systems are designed to withstand normal winter conditions, but this year has been extremely challenging. We are gearing up to start running rotary screw traps along the mainstem Klamath and lower Salmon River. Traps should start being installed near the end of the month.

Lamprey study data was recently presented at a lamprey focused conference in Eureka. We are starting our third year of radio tagging and tracking adult lamprey while they migrate up the Klamath River. Last year we tagged 48 fish and tracked fish to spawning areas located in the mainstem Klamath. One fish was located in Elk Creek near 5 mile bridge. Some of last year's fish are presumed to be still alive and therefore tracking will continue until tags are none detectable.

A large pulse flow was released this month from Iron Gate Dam. Flooding concerns along the mainstem limited the amount of water release to a peak of 9800 cfs instead of the desired 11,500 cfs. We will be working with the Bureau of Reclamation and other tribes and federal partners to implement a larger pulse flow when flooding concerns are not an issue.

For more information regarding the program contact Toz Soto at 627-3116.

NATURAL RESOURCES POLICY ADVOCATE/ Craig Tucker

Dam Removal

No real updates. We are waiting on the CA Waterboard to process the Clean Water Act permit for dam removal. We will continue to educate public and lawmakers on the benefits of dam removal.

Lands Legislation

We have worked with Congressman Huffman to develop legislation that would 1) transfer 512 acres of Katimiin to DOI to be held in trust for Tribe and 2) create a special management area around the Katimiin Cultural Management Area, Panamnik Cultural Management Area, and the Six Rivers (Huffman district) side of Orleans Mountain. We are trying to coordinate a meeting with Yurok so both Tribes can present their respective land proposals. It is my hope that the Tribes can endorse one another's efforts.

Dredge Mining

The Water Board is also holding a series of meetings to take input as they develop a Clean Water Act permit process for suction dredge mining. We hosted the Water Board to take our input and that of our community in Orleans on Tuesday, January 24, 2017. We will schedule a government to government meeting with the Water board before they make any final decisions on the matter.

Trip to DC

I am working with consultant Patrick Sullivan to set up series of meeting with lawmakers in DC. Dr. Novak will be traveling with us. We will discuss our lands bill, dam removal, and the impact of ACA repeal on Indian Health Services.

WATERSHED RESTORATION PROGRAM/ Earl Crosby

THPO/ARCHAEOLOGIST/Alex Watts-Tobin

Following winter disruption, the THPO-Archaeologist is working on reports and comments for various projects. The WKRP project will be funded next year, but the timeline, amount, and allocation of resources is not yet set. As a result, the Archaeologist is working on other projects and the Arch Techs have been laid off or rehired by other programs.

- The February KRAB meeting took place on 2-14-17, postponed a week because of a memorial. The main visitors included the Information Center hosts; this proved to be a very enlightening and productive discussion, and an unprecedented opportunity to get the controllers of site records in the room together with KRAB. KRAB will continue working together with them to get data sharing agreements in place that respect Tribal Resources. Confidentiality Agreements, a law article, and further curriculum items were approved, together with a research proposal on trails in the Happy Camp area.
- The KRRBI addendum has been submitted. The request for additional funds was approved to cover these expenses, and this will help with the final report work on that project. The THPO will in addition be submitting comments on the ACHP proposals for fast-tracking Section 106 for Broadband projects on Federal lands (including Indian lands). THPO is working
- The Archaeologist is working on the Categorical Exclusion letter report for the Karuk Fee-to-Trust project. Both KTHA and the Tribal lands office have properties that are being processed in this way. The THPO is assembling photographs and site visit data for a letter report that includes all properties that come under a categorical exclusion (i.e. no change of use or development is anticipated.) Specific reports are in process for the other properties for which an Environmental Assessment is sought.
- The Archaeologist is working on the WKRP Cultural Resources Specialist Report with the Deputy Director of DNR, and has reached the third draft stage of that document. A visit was done to the US Forest Service in Eureka to work with the Heritage Program Manager on data sharing and the form of the eventual report. The solid outcome is that the Arch sites reported to the State will be the smaller outlines of the traditional Arch sites themselves, while the larger TEK areas around them will have documentation kept by the Tribe and USFS Heritage team. This was approved by KRAB in November 2016.

ASSISTANT FIRE MANAGEMENT OFFICER/David Medford

Overview for February / March 2017:

- The Fire and Fuels crews status
- On Monday the 20th we are bringing on a handpicked five person module to start back on project work. We are doing something a little different this year. Our crews have not been able to finish some projects under budget and something has to be done or we are at risk losing our program. With that said

there might be some staff changes if this doesn't work. This 5 will determine if it is even possible to for us to reach our goals and function as a fuels crew. I know and believe it is possible but it is not proving so at this time. They will be required to accomplish multiple normal duties and tasks at a sustainable daily rate. Their duties have not changed it's just that their actions are not where they need to be. So time to tighten up even more. My expectations are not farfetched but if they cannot finish a project under budget, show up, be on time, show proper use and care of vehicles and tools and act professionally we do not need them.

• Medford is still on light duty from his torn rotator cuff surgery (4-tears) on January 5, 2017.

Fuel Reduction Projects

- NRCS-Lower Indian Creek is 85-90% complete
- NRCS-KTHA is 70-75% complete
- KNF-Elk Creek Project 38 Acres is 90% complete. We need to complete 2-3 more acres.
- Tishanik is completed and final paper work in process.
- Shivshaneen is 60% complete.
- FEMA is complete and final paper work in process.
- NFWF is \sim 25% complete.

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
- This proposal I was working with Erin before she left and it was approved by her but now no one in housing seems to know what I'm talking about.
- Pending
 - On Tuesday, February 14, 2017 we submitted a detailed report to BIA on our Reserved Treaty Rights Lands funds showing our need for more staff by what we have accomplished and future needs and plans. Due to the region's lack of cooperation the national level is aware of our lack of cooperation from the regional level and has requested us include them on our submissions to the region.

FEMA Trailer

FEMA trailer has been moved to Oak Bottom space 5 pending hook up

- Due to the weather this was put on hold. Tom Horn advised me today he will finish the trailer at Oak Bottom and he will be hooking up a power cord to plug into the outlet on site and hooking up the septic. Pending.
- EMT Class- We have two Tribal crewmembers in the class and doing well.

GIS SPECIALIST/DATA STEWARD/Jill Beckmann

- I am taking classes at Humboldt State from January 17 until May 12 as part of work on a graduate degree in Natural Resources, Forest, Watershed, and Wildland Sciences. I am only taking one class this semester (high level statistics), but it requires me to be in Arcata four days per week. I am available by phone and email and am working approximately 20-30 hours per week during this time.
- Complete GIS reporting template for accomplished treatments for the RTRL FY 2016 grant. Assist with RTRL report of WKRP activities during FY 2016.
- Continue to work with CoDA on progress on the Karuk Tribe Cultural Resources database and geographic application. The contract modification has been received and signed by CoDA. I recently described in an email to the team trouble I have had moving this project along over the last year. Though this project appears to be entering a new phase of rapid work, I am a little nervous about the time remaining and CoDA's track record thus far for communicating their design and progress and reaching out to ensure that the database aligns with our needs. My role in this project may be changing to 'Technical Advisor' rather than main POC, which would alleviate my workload, although this could mean less communication during a critical part of the development process.
- Help facilitate getting WKRP area LiDAR datasets to LANDFIRE for them to use in future edits to their topographic and vegetation mapping layers (used for fuels modelling projects by virtually all fuels specialists nationwide).
- Assist Andrea McBroom with some data analysis for the Somes Bar Integrated Fire Management project (SBIFMP), including analyzing riparian reserves by stream type.
- Assist Earl Crosby with map for a 'Karuk Alternative' to the Horse Creek postfire salvage project proposal.
- Work with Craig Tucker and Scott Quinn to create maps for the possible land legislation proposals in the Panamnik area.
- Organize and facilitate meeting/workshop to discuss future NEPA planning for WKRP projects on the Orleans-Ukonom Ranger District. Make several maps for this meeting and facilitate.
- Review (QA/QC) several data layers that were recently developed for the SBIFMP, including unstable slopes, NSO habitat, riparian reserves, temp roads, and treatment updates. Organize these layers into our standard database format and update metadata associated with these layers for the SBIFMP. Distribute this new dataset to the ID Team via the FS T Drive.
- Complete an acres analysis of NSO habitat intersected with proposed treatments and owl activity centers for the SBIFMP wildlife biologist, Jamie Betaso.

- Create maps for WKRP workshop on 2/15-16.
- Create draft Scoping Map for the SBIFMP. Prepare for presentation at WKRP workshop.
- Assist Kenny with his projects (see below).
- Continue to update and manage draft treatments for the Somes Bar Integrated Fire Management project.
- Provide needed data and documents to WKRP members as requested.

Meetings/Training Attended:

- 1/19 Meet with Bill to discuss RTRL reporting needs
- 1/24 WKRP Core Team Meeting
- 1/25 WKRP Workshop Planning Meeting
- 1/31 Meet with Craig Tucker to make maps for proposed legislation
- \bullet $\,$ $\,$ 2/2 Meet with Brendan Twieg to discuss Klamath Fire Ecology Symposium presentation
- 2/2 Orleans-Ukonom WKRP out-year planning work group meeting/workshop
- 2/10 Meet with Corrine Black at Supervisors Office
- 2/13 TREX planning conference call
- 2/15-16 WKRP Partner Workshop in Orleans

Jill J. Beckmann GIS Specialist / Data Steward 937-751-9940 (cell)

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

GIS TECHNICIAN II/Kenny Sauve

- Provided GIS support for USFS wildlife biologist, in the development of NSO habitat for WKRP.
- Provided GIS support for USFS forester, editing/maintain WKRP forestry layout data.
- Provided GIS support for USFS fisheries biologist, creating/editing stream data for WKRP.
- Provided GIS support at WKRP interdisciplinary team meetings, including intensive reviews by hydrology and fisheries staff.
- Provided GIS support for USFS fire and fuels specialist.
- Provided GIS support for Karuk THPO.
- Provided GIS support for DOT, updating location map.
- GIS road analysis for USFS fisheries biologist.
- Continued to update/edit WKRP geodatabase.
- Printed maps for WKRP workshop.

Meetings/Training Attended:

- 1/25-1/26; 1/31 Hydrology/Fisheries Interdisciplinary Team meeting at the Supervisors Office in Eureka
- 2/1 Meeting with Karuk THPO
- 2/1 Meeting at Orleans Ranger Station with USFS Forrester
- 2/2 Orleans Ukonom WKRP Planning meeting
- 2/6 Meeting with USFS fire and fuels specialist, Andrew Spain and Sack Taylor at the Willow Creek Ranger Station.
- 2/10 Meeting with USFS interdisciplinary team leader Corrine Black at the Supervisors Office in Eureka.
- 2/13 Meeting with USFS wildlife biologist Jamie Bettaso at the Supervisors Office in Eureka.
- 2/13 Meeting with USFS fisheries biologist LeRoy Cyr at the Supervisors Office in Eureka.
- 2/15-16 WKRP workshop in Orleans.

Kenny Sauve

GIS Technician II

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

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 Jan. 2017 Processed invoiced for Nancy Doman 16-C-062 (Invoice No. 12) 2/2/17

DNR -WKRP - Bill Tripp

Processed invoices for GSA –vehicle lease for Dec,. 2016 & Jan. 2017 Processed invoice for Mt. Shasta Engineering – 17-C-012, Invoice No. 00063 Processed invoice for WRTC 15-C-044 (Invoice No. 10) 1/24/17 Requesting approval of Resolution 17-R-020 – FY 2017 reimbursement from BIA through the IFLAA

FAC – New Grant

Processed 2nd half advance for project.

NFWF Grant – New Six Rivers Resiliency Project Working with Tamara on Financial report – matching contributions

Watershed – Earl Crosby

Nothing to Report

Water Quality – Susan Corum

Processed invoice for Aquatic Ecosystem Sciences 15-C-024 (Invoice No. 17-01) 2/2/17

FISHERIES – Toz Soto

Did JV's to fund codes to move overages to correct codes.

Food Security:

Mailed out Regents of the University of California MOU for signature. 17-M-002 Processed invoice for Stormy Staats, 16-C-087 – (Invoice No. 7) 2/6/17 Processed invoice for Wilverna Reece Contract 16-C-062 – (Invoice No. 17-004) 2/2/17 Request for contract for James Ferrara to Emma Lee for review – 17-C- 2/8/17

Policy Advocate – Craig Tucker

Processed Modification No. 1 to contract ICF Jones & Stokes Inc. 14-C-088, 2/6/17

THPO – Alex Watts-Tobin

Processed Modification No. 1 for 16-M-009

FUELS/FIRE - David

Processed invoice for payment for Cascade Fire Equipment – RAC – Slip on Unit Worked on financial information for RTRL Report

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

EPA GAP & PPG

- Meeting the PPG Grant Program Objectives
- 1st Quarter EPA PPG reporting submitted

Regional Tribal Operation Council

- RTOC meeting Jan 23-27 in Carson City, NV was cancelled.
- Region 9 EPA Northern California Rep outreach for RTOC meeting

Tribal Science Council

- TSC prep for Face to Face Meeting in May 2017
- January 23rd TSC conference call
- Region 9 TSC webinar meeting 1/18/17, successful
- Prep for Region 9 upcoming call 2.24.17 and TSC national call 2.27.17

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. Began preliminary research and preparations for grant applications to:
 - a. NPS Tribal Heritage Grants (preliminary discussions for the project took place at 2. 14 KRAB meeting)
 - b. EPA Environmental Workforce Development and Job Training Grants
 - c. USEd Education Innovation and Research Program Early Phase Grants
- 3. Attended webinar detailing program information and guidelines for the NFWF Monarch Butterfly Conservation Fund program, which we hope to develop a proposal for this spring in conjunction with the Mid Klamath Watershed Council.
- 4. Created a DNR Resolutions binder (2015-2017) in order to increase efficiency and regular coordination between DNR and administrative offices in Happy Camp.
- 5. Scheduled and completed 6-month employee evaluation on 2.15
- 6. Completed grant management webinar training for the NPS Tribal Heritage Grant Program with Sissie.
- 7. Composed ICDBG concept paper with Bill Tripp and Lisa Hillman. Submitted for consideration by the Management Team and Tribal Council.

 Note: Yôotva to the Council for choosing to move forward with the DNR's facility renovations! We are very excited and are looking forward to preparing for the application process, starting with our contract with Mt. Shasta Engineering Services.
- 8. Assisted Bill Tripp and Dan Sarna in arranging a work and submission timeline for a grant application to the California Department of Fish and Wildlife's Big Game Management Account funding source.
- 9. Submitted proposal to the EPA Environmental Justice Small Grants Program (presented by Councilmember Josh Saxon and approved at Yreka Council Meeting 1.26)
- 10. Drafted letter of inquiry to the Rockefeller Family Foundation, sent to Dr. Kari Norgaard for revisions.
- 11. Participated in meeting for ANA SEEDS and ANA ERE projects in preparation for ANA Western Region Pre-Application Training, to be held in San Diego (2.23-2.24). Discussed priorities for each application as well as feasible strategies for acquiring funding and expanding DNR capacity.

PIKYAV FIELD INSTITUE PROGRAM MANAGER /Lisa Hillman

DNR/Council Special Meeting: March 1, 2017 Action Items:
Out-of-State Travel Request to the Chicago Field Museum March 20-23, 2017.
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Activities Summary of the Píkyav Field Institute:

Cross-divisional Activities: Program outreach has been tremendously successful this past month: we've had articles and a radio interview about the Píkyav Field Institute uploaded on a large number of online informational websites. I am still struggling, however, to

find an easier way to have our monthly scheduled events and activities, news articles and flyers posted for our membership on our website.

Together with our Grants and Agreements Division Coordinator, I will be attending the ANA Pre-Application Training in San Diego February 22-23. We will be submitting two different applications in 2017: one for the Environmental Regulatory Enhancement grant program and one for the SEEDS program. On the heels of this training, we will attend the American Indian and Indigenous Collective Symposium on Native Education in Santa Barbara on February 24, 2017.

Our Píkyav division staff will all be attending a two-day Video Workshop training facilitated by our contract Videographer Stormy Staats on February 25-25 in Orleans at the Community Room. These skills will be needed as we move forward in our efforts to capture the knowledge and experiences gained through our collective projects and tribal heritage from our tribal communities.

Program Manager has participated in numerous conference calls with Project stakeholders and contract technical support, meetings with curriculum and video production contractors, as well as regular programmatic and inter-departmental meetings.

Food Security Division: Our newly hired Division Coordinator has hit the ground running: Grant Gilkison has already proven himself to be a tremendous asset to our Program. With our new Natural Resource Technicians on board, I am confident that the USDA-funded program will come to a highly successful close this August. Together with the Inter-tribal Justice Coalition, we will be hosting a Youth Sovereignty Meeting in Orleans on February 24.

Environmental Workforce Development and Internships Division: We have been making progress in developing our ideas for the upcoming summer Tribal Youth Employment Program, but are currently limited in the amount of funding available for employing the next generation of tribal leaders. I am hoping to hear some good news soon about two grant proposals submitted a few months ago to the BIA.

Sípnuuk Division: With our newly hired Division Coordinator, we are confident that our current IMLS Museum Services and Library Enhancement, National Park Service and U.S. Department of Education grant deliverables pertaining to the Sípnuuk will be met in a timely fashion. As one of the tribal cohorts working with New York University, we are continuing on the Licenses and Labels project funded through their National Science Foundation grant. In addition, we are making headway in our efforts to digitally repatriate visual reproductions of Karuk material culture with the Chicago Field Museum. Hopefully, our 2017 IMLS Museum Services proposal receives an award, which would support our current efforts working with HSU to digitally repatriate and upload Karuk materials to Sípnuuk.

Environmental Higher Education and Research Division: We are currently fleshing out our lecture series for the Píkyav Field Institute and working out details for taking tribal youth to the regional conference of the American Indian Science and Engineering Society to be held at Humboldt State University (HSU) in late March. In addition, we will be collaborating with the Karuk Education Department to organize a visit to U.C. Berkeley's CalDay in April and will be working with USGS to bring tribal students to the high-quality three-day Water Workshop that is scheduled to be held in Weed, CA on the campus of the College of the Siskiyous sometime in July.

Advising on and facilitating research activities now in progress, as well as mentoring prospective post-secondary student researchers, continues to take a large amount of my and other DNR staff's time. With the help of our Grants and Agreements Division Coordinator, I am exploring possible grant opportunities for funding a full-time position to relieve the burden on our existing staff.

Respectfully submitted, Lisa Hillman Píkyav Field Institute Program Manager

<u>K-12 ENVIRONMENTAL EDUCATION DIVISION COORDINATOR/</u> Nicole Woodrow

Pikyav Field Institute Project

Please note information/activities are for the period of: 1/18/17 through 2/15/17 Throughout the last four weeks, I have consistently continued to implement weekly Nanu'ávaha Curriculum lessons in each classroom at Orleans and Junction Elementary Schools. I have been receiving and incorporating feedback received from elementary students and staff to more effectively delivers lesson concepts. Also, several staff have been working together to develop a stronger method of teaching Karuk language within each lesson.

The Pikyav Field Institute had its first meeting with our newly hired staff on 2/13/17. Here we discussed the responsibilities, goals, and objectives for this year and for each of our respective positions. Pikyav staff has been working diligently planning events for the upcoming seasonal activities including; youth field trips to supplement K-12 lessons, plant harvesting and preparation, tea time and storytelling, and more. Just recently I presented 10 lessons and 2 supplemental lesson booklets at the KRAB meeting on 2/14/17. These lessons will be presented at the next council meeting for approval. We will continue to create more lessons for each grade level, focusing more on high school at the moment. Yôotva

FOOD SECURITY PROJECT COORDINATOR/Grant Gilkison

On January 23rd, Grant Gilkison, Analisa Tripp, and Vikki Preston joined the Food Security team.

Objective 15: Ishkêesh'tunvíiv

On February 9th, we collaborated with MKWC staff for a fruit preservation by drying activity day during the heavy rain.

Objective 16: Karuk Seasonal Youth Camps

The Food Security team has been planning for the Winter Youth Camps that will be held in Orleans, Somes Bar, Happy Camp, and Yreka. Planning for the Winter Youth camps has included gathering the traditional teas that will be served, making 4 flyers and 4 miniflyers for the events, outreached and successfully recruited storytellers, contacting the schools in each area that will be participating in the youth camps, planned the presentations, and started preparing the native food snacks.

Objective 19: Community Gardens:

For the Community Gardens, we went to Happy Camp and met with TANF, to discuss the garden plans. We also met our partners at MKWC and planned several workdays with the afterschool program at the Orleans Community gardens. The Food Security team toured every community garden in Orleans and Happy Camp, for planning and orientation purposes. On February 10th, four volunteers joined Heather Rickard in a garden clean-up at the "Day Pay" Memorial Garden and gathered two trash bags full of garbage and recycling.

Objective 21: Orchard Revitalization:

We continued with our Orchard Revitalization by having a strategic planning to Mark Dupont community orchard planting. We discussed planting heirloom trees and the feasibility of panting in the raised beds of the Orleans Community Garden. We pruned 4 trees by the Orleans Community Garden, 2 by the Old Orleans Hotel, 4 at Lower Ferris, 1 on Red Cap Road. Heather Rickard trained two staff members in pruning. We gather scion wood at Aubrey Ranch as well as Tripp Ranch. We repatriated 1 sheep-nose apple tree back to the Tripp Ranch. We did an in-door version of the pruning workshop due to rain, including a power-point, in collaboration with Happy Camp TANF. We talked to Sandi Tripp about future panting in the Orleans Hotel Site for their future revitalization project.

Objective 24: Food Crew

Tended and gathered form two tea patches, as well as documented the high water at a basket weavers willow site. We processed acorns for multiple events. We also and communicated with our cultural practitioners Stormi Polmateer, Tyler Conrad, and Kathy McCovey, about our upcoming events. Stormi has committed to help with acorn p0rocessing and making for many of our vents, she has also come out to gather teas with us, and she attended many planning meetings. Our food crew has had a couple meetings with Kenny Sauve about the Food Grove data and the GIS.

Objective 26: Intertribal exchange:

For intertribal exchange, we've organized several events with Perry Daniel at the Chiloquin Tribe. We will be hosting her and several Tribal Youth on Feb. 24th in Orleans. We will also be joining her in Chiloquin on May 20 for a camas pit roast before the AFRI meeting.

Objective 32: Native Food Workshops:

Unfortunately we had to postpone our Propagation Workshop once again because of the rain. We've started planning a hide tanning workshop to be led by Tyler Conrad, including a poster.

Objective 40: Herbarium: For the Herbarium Ben Saxon has finished the data on the spreadsheets for the labels to be made for last spring's collection, and checking identifications on these labels. Ben started mounting multiple voucher specimens.

SIPNUUK DIVISION COORDINATOR/Bari Talley

DNR/Council Special Meeting: March 1, 2017 Action Items:

1. Out-of-state travel request for Bari Talley to Chicago, Illinois, March 19-23, 2017 to the Field Museum as a part of our collaboration on the Traditional Knowledge License and Labels project. The Field Museum is paying for the airfare and hotels through a grant approved by the NPS National NAGPRA program; and so the Tribe's approval for per diem and travel to and from the airport is being requested.

Bari worked with the Sípnuuk team (Adrienne Harling, Leaf Hillman, Lisa Hillman and Angela McLaughlin) to revise/edit a collaborative article "Building Sípnuuk: a digital library, archives and museum for Indigenous Peoples" based on peer-reviewed comments. The document has been approved by KRAB for review and approval by Tribal Council for submission to Collection Management. Collection Management is a refereed quarterly journal that presents practical, research-based information about building, administering, preserving, assessing, and organizing library collections.

A White Wolf (ikxâavnamichtaahkoo) collection was added to the Sípnuuk site for a repository of digital heritage items related to the repatriation of Karuk regalia from the Phoebe A. Hearst Museum of Anthropology, with help from the NAGPRA process. This collection will also illustrate our position made in the "Building Sípnuuk" article about the challenges we face with institutions even with the support of the NAGPRA process.

Bari has been working with elementary teachers at Orleans (Karen Cole) and Forks of Salmon (Dara Soto) to provide culturally relevant resources to support their classrooms/History Fair research. Bariwill attend the Karuk Indian Education meeting this afternoon, as well as the KTJUSD Indian Education Advisory Committee and the Indian Policies and Procedures meeting this evening in Hoopa.

The higher education group will be meeting by phone on Friday to plan for a lecture series that will start off in Orleans with Dan & Sibyl to talk about watershed management & co-management on April 20 and then at the People's Center on April 21 with Carolyn Smith about aliveness of Karuk baskets, and museum practices (this coincides with staff day).

Angela has been continued to add to the Family Collections – recently finished uploading the Queenie Mertle photos. She has also been fixing the links to several items, including maps, after the upgrade to Lightroom software caused issues. Her report follows:

Queenie Mertle Collection Update: Lightroom is giving me trouble. I have been talking with Adrienne about what I am doing wrong. She thinks it is something that has changed in Lightroom since the new update. After working on it three times and deleting it three times I have put in a request for CoDA to see if they can walk me through what I am doing wrong. This collection has 162 items that are waiting to be the next items to be added to Sípnuuk under Community Collection. This Collection was completed on February 9th and is on Sípnuuk for viewing now.

Reprocessing: I'm working on editing the rest of the PDF's that were given to us by UC Berkeley so that they are ready for future upload. I am also going through the PDF's in Sípnuuk to make sure all PDF's that were loaded are reading correctly on the site.

Sipnuuk Library Intern: Our Intern is working with me in the reprocessing and upload, Batch processing and upload and file clean up. We will keep working via emails and messenger on Gmail.

AFRI Food Security Collection: We are at 1024 items in the collection as of this morning. This is going to blow up because of reprocessing and then go back down to our normal count.

People's Center Collection of Historic Photographs: We are at 133 items in the collection as of this morning.

Karuk K-12 Curriculum: We are at 80 items in the collection as of this morning.

How To: We are at 28 items in the collection as of this morning.

Youth Collection: We are at 24 items in the collection as of this morning. All items have been corrected on the site.

Map Collection: We are at 16 items in the collection as of this morning. All items have been corrected on the site.

Community Collections: We are at 253 items in the collection as of this morning.

Karuk Language: We are at 13 items in the collection as of this morning.

White Wolf: We are at 10 items in the collection as of this morning.

Video Collection: We are at 4 items in the collection as of this morning.

Humboldt State University Special Collection: We are at 15 items in the collection as of this morning.

Sípnuuk Total items are at: 1,601

Respectfully submitted,

Bari G.M. Talley

SIPNUUK DIGITAL LIBRARY ASSISTANT/Angela Mclaughlin

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Yootva,

Sípnuuk Assistant; Angela McLaughlin (530) 627-3115

Karuk Community Health Clinic

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



Administrative Office

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Karuk Dental Clinic

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

Fax: (530) 493-5364

	REQUI	EST FOR CONTRACT/ MOU/ AGREEM!	ENT
Check One:	Contract MOU Agreement Amendment	Karuk Tribe Number Assigned: Funder/Agency Assigned: Prior Amendment:	NPS Heritage Grant
REQU		ttached	
Requestor:	Lisa Hillman	Date	: February 15, 2017
Department/Prog	ram;	Department of Natural Resources	
Name of Contrac	tor or Parties:	Jenny Stormy Staats	
Effective Dates (I	From/To):	February 23, 2017	June 1, 2018
Amount of Origin Amount of Modit Total Amount:		\$18,450.00 \$0.00 \$18,450.00	
Funding Source:	2160-15-7601.00 &	& 2062-04	
	of Purpose:	documentation training and services for the	e Nanu'ávaha K-12 Curriculum Oral
Requestor **Chief Financial	1/M_	** REQUIRED SIGNATURES **	2/15/17 Date
**Director, Admi	nistrative Programs & Con	npliance	Date
**Director of Sel	f Governance(MOU/MOA) or TERO (Contracts)	Date
Other			Date

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

This Agreement, dated as of February 23, 2017, is between the Karuk Tribe (hereinafter "the TRIBE") and Jenny "Stormy" Staats (hereinafter "INDEPENDENT CONTRACTOR"), who agree as follows:

- 1. <u>Description of Services</u>: 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 February 23, 2017 to June 1, 2018.
- 3. <u>Compensation</u>: Independent Contractor will be compensated as provided in the attached Description of Independent Contractor Services and Activities, for <u>Eighteen Thousand Four Hundred Fifty Dollars (\$18,450.00)</u> to provide Video and Audio Documentation training and services for the Nanu'ávaha Project under the Píkyav Field Institute. 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 <u>Píkyav Field Institute Program Manager</u> and/or Authorized Designee shall be responsible for overseeing this Agreement and approving invoices for payment.
- 4. <u>Claims for Compensation</u>: 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. <u>Independent Contractor Status</u>: 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. <u>Authority</u>: 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. <u>Termination</u>: 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. <u>Complete Agreement</u>: 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. <u>Copyrights</u>: 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. <u>Certification Regarding Debarment, Suspension and Related Matters</u>: 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 Circular A-102 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. <u>Indian Preference</u>: 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. <u>Tribal Employment Rights Ordinance (TERO)</u>: Independent Contractor acknowledges that a two percent (2%) TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500.00.
- 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.

KARUK TRIBE

INDEPENDENT CONTRACTOR

Jenny "Stormy" Staats	Russell Attebery, Chairman
HC 11 Box 789	64236 Second Avenue
Somes Bar, CA 95568	Happy Camp, CA 96039
TIN: 625-18-0407	(530) 493-1600
Signature and Date	Signature and Date

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

Task One - Tribal Youth Involvement

Solicit the engagement of at least five tribal youth to actively participate in the documentation process, coaching them how to formulate and ask questions to interviewees, to take actual film footage, and assemble the pieces of the documentary into its final form. Please include in the proposal bid your method of achieving this task.

Contractor would outreach to local schools and Tribal staff to engage more youth. Youth would begin documenting events and activities in the community related to topics within the Nanu'ávaha curriculum. During these initial opportunities for documentation we would be using the time as an opportunity to learn how to film while also beginning to provide content for videos.

Task Two - Synopses

With the assistance of the Program Manager, contractor will propose a list of documentation topics from which participating tribal youth will choose their projects. Contractor will be responsible for working with the tribal youth to develop short, 10 line maximum, synopses of all documentaries and submit to the Program Manager. This may require further research into the topic matters and will require final approval from Program Manager. These drafts may also require internal Tribal review and approval processes, which will be facilitated by the Program Manager. Please factor in at least six weeks for review and final approvals, whereby edits to these documents may be required.

Contractor would get familiar with the curriculum, work with youth and the Program Manager to develop a list of potential video topics. Work with youth to develop synopses for each video and then submit list to the Program Manager for approval. We would keep in mind the need to ensure six weeks for internal Tribal review and approval. During this time youth would continue to document events and activities related to the Nanu'ávaha curriculum. Would also document (with still photography and video) the youth as they film footage and learn how to plan and produce videos – this would later be used for the "How-to" Video Production Manual

Task Three – Training Workshops

Coordinate and facilitate two (2) two-hour hands on workshops at which tribal youth will learn how to: research and plan for subject area; document informed consent of interviewees; formulate and ask questions to interviewees, and record and log footage.

Locations for workshops could include Orleans, Happy Camp, and/or Yreka. During these workshops youth would be able to work with footage they had already documented and would begin creating content while also learning new skills. Youth with previous video experience would be team up with beginners in a supportive atmosphere.

Coordinate and facilitate two (2) two-hour hands on workshops at which participating tribal youth will learn how to edit and finalize their video products.

During these workshops youth would create content while learning and honing skills. Youth participants with previous experience editing would be encouraged to attend and share their knowledge to support beginners.

During both workshops contractor would document the learning process with still photography and video to be added to the "How-to" Video Production Manual.

<u>Task Four – How-to Video Production Manual</u>

Upon the experience and lessons learned through the training workshops with tribal youth, develop a basic "How-to" Video Production Manual (1) for capturing digital images and sound, editing, and finalizing video products. This may require further research into the topic matters and will require final approval from Program Manager. These drafts may also require internal Tribal review and approval processes, which will be facilitated by the Program Manager.

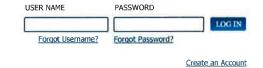
Along with the youth who would now be experienced in how to produce videos, we would create a basic "How-to" Video Production Manual for capturing digital images and sound, editing, and finalizing video products. We would use footage they had captured during trainings along with footage and still pictures that I would have collected of them during the training process to create this manual. We would work with the Program Manager to determine appropriate content for the manual before submitting the manual for internal Tribal review and final edits.

Task Five - Assembling the Products

Working with tribal youth using their newly trained editing skills, contractor will submit at least five (5) 2-15 minute videos on various topics such as traditional food processing, native plants, historical and cultural significance of areas, Karuk basketry, etc. to Program Manager. Program Manager will deliver edits and suggestions with 3 weeks of receiving drafts. Contractor will incorporate editing suggestions from Program Manager and re-submit, if necessary. These drafts may also require internal Tribal review and approval processes, which will be facilitated by the Program Manager. Please factor in at least six weeks for review and final approvals, whereby edits to these documents may be required. This task will be considered completed upon Council approval, at which time contractor will be required to submit master DVDs and all raw data to Program Manager.

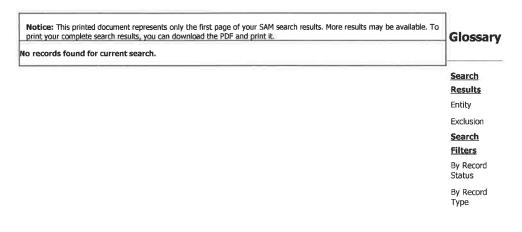
With the direction from the Program Manager, I would coordinate youth participation in the continued documentation of footage and editing for (5) 2-15 minute videos of seasonal activities and events related to traditional food processing, native plants, historical and cultural significance of areas, Karuk basketry, and other related topics. During this time I would also help film and edit footage alongside youth participants. We would be using video equipment from DNR and the Orleans Computer Center (if that was permissible) including video camera, tripod, microphones, IPads, Mac. I would also be using my personal equipment including laptop, hard drives, video and still cameras. Draft videos would be submitted to the Program Manager for review and time would be

factored in for internal Tribal review for final approval. After the final approval of products I would submit master DVDs and all raw data to the Program Manager.



Search Results

Current Search Terms: jenny* stormy* staats*



SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW8

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all









SAM Search Results List of records matching your search for:

Search Term: jenny* stormy* staats* Record Status: Active

No Search Results

February 15, 2017 7:07 PM Page 1 of 1

User: DGRIFFITH

Page:1

Statement of Expenditures, Encumbrances & Appropriations

Time: 12:51:06PM Date: 02/14/2017

KARUK TRIBE

For Period Ending 01/31/2017

	ā	
	UNENCHMBERED	BALANCE
	OUTSTANDING	ENCUMBRANCES
	PRIOR YEAR	OUTSTANDING ENCUMBRANCES
 Selecting on DIV from 216015 to 216015	YEAR-TO-DATE	EXPENDITURES
Selecting on DIV	MONTH-TO-DATE	EXPENDITURES
		APPROPRIATIONS
	ACCOUNT	ACCOUNT DESCRIPTION

ACCOUNT DESCRIPTION	APPROPRIATIONS	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	PRIOR YEAR OUTSTANDING ENCUMBRANCES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	PERCENT USED
2160-15-7016.00					27		
PEOPLES CENTER COORD	1,997.00					1,997.00	
SIPNULK ASSISTANT	5 304 00						
2160-15-7101.00						5,304.00	
FICA/MED	558.92					558 92	
2160-15-7102.00							
SUTA	94.00					94.00	
2160-15-7103.00							
SUTA	41.05					41.05	
2160-15-7105.00							
RETIREMENT	365.05					365.05	
2160-15-7500.00							
SUPPLIES	4,775.98					4,775.98	
2160-15-7601.00							
CONTRACTUAL	18,000.00					18.000.00	
2160-15-7602.00							
HONORIUMS	4,000.00					4,000.00	
2160-15-7603.00							
YOUTH VIDEOGRAPHERS	1,125.00					1,125.00	
2160-15-7999.00							
loc	3,650.00					3,650.00	
Totals for :	39,911.00			0.00		39,911.00	
216015 (NPS HERITGAE GRANT P16AP00347)							
Report totals	39,911,00			0.00		39.911.00	

Karuk Community Health Clinic

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Administrative Office

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Requestor:	Lisa Hillman				Date:	February 15, 2016	
Dept/Program	: DNR - Food Securi	ty			Funding Source: NPS Heritage Grant		
Tribal Co	Small Purchase Construction Construction Independent Independent Independent Independent Independent Independent Independent	Contract Contractor U Contractor C	Jnder \$ Over \$3 hases ex	63,000 8,000	Other: Il Agreements and all Con Sealed Bid		
	COMPA	DATIVE SI	IIMM	DV (Minimus	n of Three Required)		
Com	pany Name	Date Date		Price	Contact/Phone	Indian Y/N	
	Stormy Staats	2/13/2017	\$	18,450.00	530/509-5070	N	
	xx Productions	2/10/2017	\$	20,000.00	916/402-3573	N	
Timothy	Andrew Ramos	2/13/2017	\$	30,000.00	818/264-5187	N	
Name of Select Basis: Comments:	Lowest Price Superior Pro Based on An Sole Source Only Qualifi Selected Jenny Stor	duct/Service mual Price C Provider (Mo ed Local Pro my Staats, I ** REQ	ompar UST At ovider I owest	isons tach Detailed. Due to Geograp bidder and is w	ohic Disadvantage vell qualified.	rice Provided	
Requestor	,				Date		
**Chief Financial Officer					Date		
**Director, Ad	ministrative Program	s & Complia	nce		Date		
**Director of S	elf Governance(MO	U/MOA) or 7	ΓERO	(Contracts)	Date		
Other	T .				Date		

Proposal for 17-RFP-013

Video and Audio Documentation training and services for the Nanu'ávaha K-12 Curriculum Oral History Documentation Project

1) Qualifications and Relevant History

My name is Jenny Stormy Staats and since 2003 I have worked with the Klamath-Salmon Media Collaborative, as well as independently, to produce media including the documentation and editing of short videos and films aimed at elevating and magnifying Environmental Justice issues in Klamath River communities. Much of this work has been with Karuk people in the Tribe's Ancestral Territory, but also with downriver Tribal members and non-Tribal community members engaged in watershed restoration, protection, and community health.

My most recent projects and collaborations include *Ikmaháchraam* a video created in collaboration with Tribal youth about traditional Karuk sweathouses (2014-2015), documentation and short video production for the Klamath River TREX - Prescribed Fire Training Exchange (2013-2015), production of the film *Groundwater Abuse in the Scott Valley* (2015) and *Catching Fire: Prescribed Fire in Northern California* (2012). Copies of *Ikmaháchraam* are available at the People's Center in Happy Camp and will be in the Sipnuuk Digital Library. I also recently volunteered time to support a young Tribal member (who had been a part of the youth media team that created *Ikmaháchraam*) to produce the video *Fire and Acorns* that will be added into the K-12 Nanu'ávaha curriculum.

Through my work on collaborative media projects and in supporting campaigns to protect and restore healthy rivers and river communities I have worked with Karuk Cultural Practitioners, Tribal youth, members of different Karuk Tribal departments and programs (including the Department of Natural Resources, The People's Center Advisory Committee, the Orleans Computer Center, and others), and have gained some knowledge of Karuk Tribal History as well as the Department of Natural Resources' Food Security Project, Karuk Tribal traditional foods and cultural use species. I am familiar with the Protocol with Agreement for Intellectual Property Rights of the Karuk Tribe, and if chosen for this project I would sign this document acknowledging responsibility to protect the Karuk Tribe's rights to privacy and Karuk Tribal Members' and Descendants' rights to individual and collective intellectual property.

Through working on the *Ikmaháchraam video* I gained experience in respect to gender specific tribal regulations pertaining to cultural practices. Since the completion of both the *Ikmaháchraam video* and *Fire and Acorns video*, these have been added to the new K-12 Nanu'ávaha curriculum and have been used in local schools and at Tribal events and educational opportunities as tools for sharing and perpetuating Tribal perspectives, cultural values and paradigms.

I am currently working with the Food Securities Project and local Karuk youth to

complete two short documentaries about Education and Food Security. The video footage that we are currently collecting for these projects would be directly relevant to creating videos and training materials for the Nanu'ávaha K-12 Curriculum Oral History Documentation Project.

Below are links to some of these films, which include examples of potential raw footage still photography and audio recording that may be relevant:

Ikmaháchraam Available at the People's Center

Fire and Acorns
Available at the Karuk Tribe's Dept. of Natural Resources

Catching Fire: Prescribed Fire in Northern California https://www.youtube.com/watch?v=LWriDpfZnXQ

Groundwater Abuse in the Scott Valley https://www.youtube.com/watch?v=eoDg40r4Fow

2) Rationale for Project Completion

From the contract start date thru Febuary 28th, 2017 - Find Tribal youth who would be interested in working on this project and begin trainings on filming, conducting interviews, and editing footage. I would like to suggest Basil Conrad, Autumn Algiers, Josa Talley, and Mahlija Florendo as some of the youth participants. They are currently involved in creating the Karuk youth media videos about Education and Food Security, and footage that they have already been collecting would also be relevant to this project. I am open and excited to working with any Tribal youth suggested by the Project Lead, Tribal Council, and other Karuk Tribal staff who work with youth in the Karuk Ancestral Territory. I would outreach to local schools and Tribal staff to engage more youth. Youth would begin documenting events and activities in the community related to topics within the Nanu'ávaha curriculum. During these initial opportunities for documentation we would be using the time as an opportunity to learn how to film while also beginning to provide content for videos. Proposed stipend for youth participants -

March 1 through August 1^{st,} 2017 – Get familiar with the curriculum, work with youth and the Program Manager to develop a list of potential video topics. Work with youth to develop synopses for each video and then submit list to the Program Manager for approval. We would keep in mind the need to ensure six weeks for internal Tribal review and approval. During this time youth would continue to document events and activities related to the Nanu'ávaha curriculum. I would also document (with still photography and video) the youth as they film footage and learn how

to plan and produce videos – this would later be used for the "How-to" Video Production Manual.

March 1st through April 1st 2017 – Coordinate and facilitate two (2) two-hour workshops for tribal youth related to: researching and planning for creating videos in the subject area; documenting informed consent of interviewees; formulating and asking questions to interviewees, and; recording and logging footage. Locations for workshops could include Orleans, Happy Camp, and/or Yreka. During these workshops youth would be able to work with footage they had already documented and would begin creating content while also learning new skills. Youth with previous video experience would be teamed up with beginners in a supportive atmosphere.

April 1st through September 1st, 2017 - Coordinate and facilitate two (2) two-hour tribal youth video workshops in which youth would learn to edit and finalize video products. During these workshops youth would create content while learning and honing skills. Youth participants with previous experience editing would be encouraged to attend and share their knowledge to support beginners.

During both workshops I would document the learning process with still photography and video to be added to the "How-to" Video Production Manual.

September 1st through April 1st, 2018 – Along with the youth who would now be experienced in how to produce videos, we would create a basic "How-to" Video Production Manual for capturing digital images and sound, editing, and finalizing video products. We would use footage they had captured during trainings along with footage and still pictures that I would have collected of them during the training process to create this manual. We would work with the Program Manager to determine appropriate content for the manual before submitting the manual for internal Tribal review and final edits.

April 1st 2017 - June 1st 2018

With direction from the Program Manager, I would coordinate youth participation in the continued documentation of footage and editing for (5) 2-15 minute videos of seasonal activities and events related to traditional food processing, native plants, historical and cultural significance of areas, Karuk basketry, and other related topics. During this time I would also help film and edit footage alongside youth participants. We would be using video equipment from DNR and the Orleans Computer Center (if that was permissible) including video camera, tripod, microphones, IPads, Mac. I would also be using my personal equipment including laptop, hard drives, video and still cameras. Draft videos would be submitted to the Program Manager for review and time would be factored in for internal Tribal review and final approval. After the final approval of products I would submit master DVDs and all raw data to the Program Manager.

3) Price + plus price page (last page)

Total Price: \$18,450

Filming, editing, producing, training, "youth wrangling" and organizing and supporting the completion of the video projects and youth work plans/activities. - \$15,450

Youth stipend for planning, filming, editing, general video production - \$2,000

Gas Mileage and Housing/Food - \$1000 – For myself youth and potential adult chaperon to travel to different places within the Karuk Tribe's Ancestral Territory and possibly Arcata/Eureka area, potentially the Bay area and Oregon (specifically for interviews and footage regarding education and history of education). This would also include a small amount to cover some meal costs while working with youth in Orleans.

4) Client References

- Leaf Hillman, Karuk Tribe Dept. of Natural Resources: 530-627-3446
- Bari Talley, People's Center: 530-493-1600 x2202
- Craig Tucker, Karuk Tribe Natural Resources Policy Advocate: 916-207-8294

Thank you for considering of my proposal,

Jenny Stormy Staats

Mediastorm2010@gmail.com

Home: 530-509-5070 Cell: 707-601-4190

0.00

Price Page for 17-RFP-013:

Proposal Submitted by:

Name: Jenny Stormy Staats Phone Number: 530-509-5070, cell 707-601-4190

E-mail: mediastorm2010@gmail.com Fax Number: n/a

Approximate amount requested to be compensated for each task:

-Task One: \$500

-Task Two: \$1,000

-Task Three: \$4,000

-Task Four: \$2,500

-Task Five: □7,450

Total: 15,450 + 2,000 + \$1000 = 18,450

List Previous Experience:

Working on the *Ikmaháchraam video* and *Fire and Acorns* with Tribal youth. Three years volunteering at Junction Elementary training 8th graders in audio and video. Over ten years collaborating with the Karuk Tribe and other watershed protection groups to produce educational videos and other media about the Klamath dams, mining, water diversions, and fire.

References and Phone numbers:

Leaf Hillman, Karuk Tribe Dept. of Natural Resources: 530-627-3446

Bari Talley, People's Center: 530-493-1600 x2202

Craig Tucker, Karuk Tribe Natural Resources Policy Advocate: 916-207-8294

Price Page for 17-RFP-013
Proposal Submitted by:
Name: Phone Number: (916)402-357: E-mail: Info @ fint luxx. com Fax Number:
Amount requested to be compensated for each task:
Task One: \$\frac{1}{4} \frac{500}{500}\$ Task Two: \$\frac{3}{200}\$ Task Three: \$\frac{5}{100}\$ Task Four: \$\frac{3}{200}\$ Task Five: \$\frac{1}{4} \frac{100}{000}\$ Task Six: Task Seven: List previous experience below:
List up to three references with phone numbers below: 1) Larry Fritz (916) 802-7241
Sydney Fond (916)548-4953
B) Harry Kim (714)745-35=1
Other Comments:
ndian 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

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

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

Proposal for

Karuk Tribe

Video and Audio Documentation Training and Services

Fiat Luxx Production 529 12th Street Sacramento, CA 95814 (916) 402-3573 info@fiatluxx.com Fiat Luxx Productions 529 12th Street Sacramento, CA 95814 (916) 402-3573

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

Dear Ms. Emma Lee Perez,

Thank you for the opportunity to develop a successful and long-term working relationship with the Karuk Tribe. Fiat Luxx Productions is more than a video production company. Our company provides an interactive experience for the end users of your content and brand. We provide services including audio recording, photography, graphic design, website design and branding and marketing.

Our company pride ourselves in our abilities to successfully combine different media content to create one immersive experience for the end users. Essentially, we are what you have been looking for: We are a one-stop shop for all your project needs. We are qualified to provide all the services requested on the bid by the Karuk Tribe from our years of experiences and working relationships with private businesses, state government agencies (California Department of Motor Vehicles) and non-profit organizations (California Rural Indian Health Board, California Indian Education Association, Pacific Legal Foundation) to produce training videos, marketing videos, infomercials, and documentaries.

We are confident that we meet the needs of the Karuk Tribe because of our well-rounded experience and knowledge working with the Native American communities. We have reported on the Indian Environmental Network, Native American Rights Fund and have worked closely with the communities at Hoopa Indian Reservation and the Cortina Indian Rancheria.

Our consultants have years of experience working in the media as well as teaching and working with different teens and youth organizations such as ATAP (All Things Are Possible) and the SFTP (Society for the Blind). Our process of working with young people is simple: we break down the complex ideas and technology into small portions

so that they are able to slowly build their knowledge. With such short attention spans of the youth of today, it's hard to expect for them to grasp concepts that are foreign to them. Also, we make sure that we make ourselves available to the youth at all times so that if there are any issues or concerns, they are able to communicate with us and have their questions answered immediately.

We are patient and understanding to the youth we work with and we are confident that we can teach the tribal youth for the Karuk Tribe to be able to learn and finish the task of this video project.

Our success is our communication. We make sure that through every stage of production, we provide clear understanding to our clients to make sure that everyone is on the same page regarding the project. In addition, we want to accommodate our clients and give them the flexibility to reach us at any time, for any reasons. We are open 24 hours a day, 7 days a week, including holidays and can be reached at any time through phone or email.

Fiat Luxx is not just a production company that developed quality videos. Fiat Luxx is a company whose skill set will complement the Karuk Tribe and leverage the opportunities to further their message and identity. Fiat Luxx is a company that will understand and believe in the mission and vision of the Karuk Tribe.

Thank you for the opportunity to develop a successful, long-term relationship. Should you have any questions or if you would like us to clarify and aspects of our proposal, we look forward to hearing from you.

Most Sincerely,

Albert Im

Owner, Fiat Luxx Productions

Staff Qualifications

Albert Im:

As the founder of Fiat Luxx, Albert Im built his creative prowess from the United States Army, where he served as a Broadcast Journalist, creating media content for soldiers overseas. He has been working in TV (FOX and ABC) as a producer, reporter, and videographer for more than fifteen years. Among his many other talents, Albert write and produce music with local Artists. In 2013, Albert took his expertise to the next level and started Fiat Luxx Productions. He has consulted with government organizations (Department of Motor Vehicle), as well as private organizations (Pacific Legal Foundation) to provide insight and assessment to media production.

Albert graduated from the University of California, Irvine with a Bachelor of Arts in English and Film. When the company isn't taking up all his time, Albert continues to volunteer his expertise in communication strategy and video production services at local non-profit organizations such as the Salvation Army and the Society for the Blind.

Juan Avila Hernandez:

Juan Hernandez is the Lead Video Producer at Fiat Luxx. He graduated from San Francisco State University with a Bachelor Degree in Journalism. His story, "Why the Feds Push Nuclear Waste onto Indian Land," was awarded the Best News Story of the Year in 1992 by the Native American Journalist Association and was included in Sonoma State University Project Censored's list of top investigative stories. He has worked on the award-winning Frontline documentaries "Global Dumping Ground" and "The Best Campaign Money Can Buy."

Juan's print stories have appeared in the National Catholic Reporter, SF Weekly, and Sacramento Magazine, Indian Country Today and the Tribal College Journal. His videography has aired on CNN as part of their story on the possible links between the Kettleman City hazardous waste landfill and a rise in the number of babies born with birth defects in a nearby town.

Juan, who is both Yoeme and Purepecha ancestry, is completing his doctorate in History with a designated emphasis in Native American Studies at the University of California, Davis on the impacts of the 1900 Maso Koba Massacre of his Yoeme ancestors in Sonora, Mexico, upon both the US and Mexican Yoeme tribal communities. He is a specialist in Yoeme history and culture, Twentieth Century Native American History of the US and Mexico and the Tribal College Movement. His currently working

on a documentary on the California Indian Education Association and its influence on the Native American rights struggles since the 1970s.

Media Workplan

Development:

- Attend meetings with the Karuk Tribe staff and any other members of a creative team to detail, define and develop content and direction
- Review visual and content materials provided by the Karuk Tribe
- Provide additional preliminary content and visual research as needed
- Develop the treatments into preliminary scripts/storyboards, submit for review

Production Services:

Pre-production

- Develop preliminary schedule and/or work plans
- Assemble production team tailored to the specific needs of the project
- Write final scripts; submit for review
- Detail final storyboards; submit for review
- Schedule location videography
- Develop graphic samples in coordination with exhibit design graphic standard
- Develop shot lists for location videography

Production

- Shoot on-camera documentary interviews
- Record oral histories and/or documentary sound
- Create music and sound effects

Post Production

- Edit video to rough edit level and submit for review
- Revise rough edit per client comments
- Submit fine edit for review
- Lay in final soundtrack mix and sweetening
- Review final program
- Provide open or closed captioning, as needed
- Output show to technical specifications
- Provide post production documentation

Workshop and Seminar on Photo/Video production (Youth Workshop):

- Immersive and interactive training and general method of technology

- Hands-on training of video equipment
- Patient and small portion learning method
- Individual and Team/Crew oriented exercises for video production
- Learning "Production Process"
 - Pre-production (writing, brainstorming, and planning for video production)
 - On-production (cinematography, lighting, directing, and composition)
 - Post production (editing, mixing, exporting, compressing, etc.)

Cost Proposal

Cost for Specific Services	Unit	Estimated Total Cost
Video and Audio Documentation training and services	1	\$20,000.00
Associated Services Markup as a percent of invoice amount	25%	

References

- 1. California Department of Motor Vehicles
 Larry Fritz
 2120 Broadway
 Sacramento, CA 95818
 (916) 802-7241
 LFritz@surewest.net
- 2. The Salvation Army Sydney Fond 3755 North Freeway Boulevard Sacramento, CA 95834 (916) 548-4953
- 3. Nature's Juice Harry Kim 505 N. Grand Avenue, Suite B Walnut, CA 91789 (714) 745-3521 harryk512@yahoo.com

RESPONSE TO REQUEST FOR PROPOSAL FOR VIDEO AND AUDIO DOCUMENTATION TRAINING AND SERVICES FOR THE KARUK TRIBE

Task One - Tribal Youth Involvement

I have produced cultural documentaries, short/feature films, and PSAs for various tribes and tribal organizations since graduating with a Masters Degree from UCLA in American Indian Studies and Film in 1997. Coupled with a Bachelors Degree in Broadcast Journalism from San Diego State University, I have honed my documentary filmmaking skills such as planning, research and interviewing techniques over the last 19 years. Also, I was Director/Screenwriter/Producer of the independent feature film, California Indian(2012), the dvd is available on amazon.com, skinsplex.com and regionally broadcast on television by FNX through PBS stations.

I have included tribal youth participation in the production of nearly all of my film and video projects. In addition, I have conducted filmmaking workshops for tribal youth for numerous tribes(Graton Rancheria, Salt River Pima-Maricopa Indian Community, Hoopa Valley Tribe, etc.) as well. Generally, the tribe or tribal organization selects the youth(male/female) to participate in the production, based on their level of interest. Also, I can select youth through the interview process to participate. I have used both methods in the past. I will implement whatever method is best for the Karuk Tribe to complete this task. Then, those selected youth will be under my tutelage as a

Producer/Director/Writer for the whole production process, beginning with preproduction(planning), production(filming), post-production(editing).

I am an enrolled member of the Big Valley Band of Pomo Indians. I grew up on the Big Valley Rancheria in Lakeport, Ca. I learned early on that there are different ways to approach people, especially tribal elders and cultural practitioners. I have worked with our last fluent speaker, Nelson Hopper, documenting our Eastern Pomo language since 1998. Nelson gave me a solid foundation when documenting cultural activities. This foundation has served me well on projects that have followed.

First, I would meet the Tribal Cultural Practitioners to establish a relationship to discuss the workshops. Then, we can collaborate on a workshop environment that will be ideal for documenting purposes, without neglecting any cultural significance.

I have formed a new production company, Frybread Productions (frybreadproductions.com), with two Native American partners. My filmmaking partners are Jim Ruel (Ojibwe) and JP Jeanne (Hopi). Together, we will provide all video and audio documentation training and services for the Nanu'ávaha K-12 Curriculum Oral History Documentation Project (Nanu'ávaha) under the Píkyav Field Institute.

Task Two - Synopses

I will use the approach mentioned above to propose a list of documentation topics from participating tribal youth to choose their projects. I will use the film/tv industry standard

methodologies to help the tribal youth create a script/outline for their short documentaries. Rough drafts will be submitted to the Program Manager for necessary approvals.

Cultural sensitivity is a given as a Native American Director/Producer working in Indian country. Knowing who, what and where to film are paramount in documenting tribal topics. I will impress upon the Karuk male and female youth filmmakers the same methods that I have used on various projects to achieve this goal. These approaches will balance the cultural significance and storytelling methods in a respectful and professional manner to create the most compelling scripts.

Task Three - Training Workshops

My new business partners and myself will coordinate and facilitate two (2) two-hour hands on workshops at which tribal youth will learn how to: research and plan for subject area; document informed consent of interviewees; formulate and ask questions to interviewees, and; record and log footage. We will also coordinate and facilitate two (2) two-hour hands on workshops at which participating tribal youth will learn how to edit and finalize their video products.

There are a few components to post-production, besides editing. I will work with tribal youth and Karuk Cultural Practitioners to assemble a final product addressing music and narration as well as editing to tell this story from the Karuk point of view.

Task Four - How-to Video Production Manual

Each member of Frybread Productions has the experience and expertise working with tribal youth to lead both the hands-on pre-production, production, and post-production workshops. One member of our team, JP Jeanne, currently works as technical writer for Facebook. We have the capability to create a basic "How-to" Video Production Manual for capturing digital images and sound, editing, and finalizing video products.

Task Five - Finalizing Documentaries

I will meet deadline to present the final products to the Program Manager on or before June 1, 2018. I have always delivered final products on time to my clients as my track record will show. The filming will be done by March 1, 2018, so that leaves ample time to complete a 5 2-10-minute documentaries before the June 1, 2018 deadline.

Price Page for 17-RFP-013

Proposal Submitted	•	
Name:	imothy Ramos	Phone Number: (818) 264-518
E-mail: timramo	os007@gmail.com	Fax Number: (818) 880-8421
Amount requested to	o be compensated for each task	;
Task One:	\$6,000.00	
Task Two:	\$6,000.00	
Task Three:	\$6,000.00	
Task Four:	\$6,000.00	
Task Five:	\$6,000.00	
Task Six:		
Task Seven:	>	
List previous experi		
	see attached re	esume
List up to three refe	rences with phone numbers bel	ow:
Chris Ey	re (310) 508-615	2
Eric Sa	nchez (562) 773	3-2123
	rcia (562) 388-8	

Other Comments:

See frybreadproductions.com for our experience and expert A flat fee of \$6,000 for each task is a very fair price.

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

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

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

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

Timothy Andrew Ramos 26500 West Agoura Road #737 Calabasas, CA 91302 (818) 264-5187 timramos007@gmail.com

Job Objective To secure a Segment Producer position in which to use my education and talents for the overall good of the company

Work Experience

Production Advisor, March 2016 - Current Date Southern California Indian Center, Inc. Intertribal Entertainment Los Angeles, CA

Freelance Producer, April 2004 - Current Date Against The Wind Films, Calabasas, CA

Director/Writer/Producer on full-length feature film, *California Indian*, released on DVD and online streaming outlets by Vanguard Cinema/Anderson Digital. It is currently broadcast in regional parts of the country through FNX/First Nations Experience Television Network

Produced various short documentaries and PSAs from the conceptualization to the completion of the show/project.

Researched new ideas on which shows can be generated.

Coordinated with the content team of the show to include all the information in the segment.

Designed the concepts and content for the assigned segments.

Participated in discussions relating to the next day stories and gave new ideas for the same.

Monitored the latest technologies in the video and film production industry.

Performed various tasks for the client prior to the production such as creating the scripts, selecting the music and special effects as required.

Monitored the various stories and interviews and coordinated with the previous sources to enable a follow up story on the same if possible.

Administered the quality and content of the project prior to its release.

Monitored the staff to ensure that the standard of the production is maintained at all times.

Summary of Qualifications

		s

Experience in producing shows ranging from half an hour to an hour Ability to enterprise, research and plan stories Sound knowledge of news production and broadcast production process Excellent communication and interpersonal skills Able to multi task and meet tight deadlines Ability to present the sports news in a nontraditional way Remarkable knowledge of national and local sports Ability to write and edit the copies to be telecast Ability to take initiative and interact with the team Thorough knowledge of all television production techniques Ability to produce a repertoire of shows from live telecasts to the segment productions Ability to manage a small production team Familiarity with graphics, editing, digital news gathering and live remote broadcasting Familiarity in using Microsoft Office applications

Education and Training

Master's Degree in American Indian Studies/Film & Television University of California Los Angeles Westwood, CA

Bachelor's Degree in Broadcast Journalism San Diego State University San Diego, CA

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Karuk Community Health Clinic

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



Administrative Office

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

Karuk Dental Clinic

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

Request for Proposals 17-RFP-013

For More Information: Lisa Hillman, (530) 627-3446 x 3016, <u>lisahillman@karuk.us</u> Proposal Deadline: Friday, December 30, 2016 no later than 5:00 (Pacific Standard Time)

The Karuk Tribe requests proposal for the following Scope of Work for qualified vendors to provide Video and Audio Documentation training and services for the Nanu'ávaha K-12 Curriculum Oral History Documentation Project (Nanu'ávaha) under the Píkyav Field Institute. Proposal responses should be all-inclusive, accounting for cost of video, audio and photographic equipment, labor costs and minor incidentals, such as mileage. Under the tribal oversight of the Píkyav Field Institute Program Manager (Program Manager), contractor will complete the following products: five (5) draft video summaries that correlate to lesson content in the Tribe's Nanu'avaha K-12 Native Food System Curriculum, four (4) training workshops for Tribal Youth, and one (1) basic "How-to" Video Production Manual for capturing digital images and sound, editing, and finalizing video products, and five (5) 2-15 minute documentary films. Contract duration is expected to be from January 5, 2017 to June 1, 2018.

Please note that upon contract award that the vendor and any assistants will be required to sign and follow the stipulations of the *Protocol with Agreement for Intellectual Property Rights of the Karuk Tribe: Research, Publication* and the *Practicing Pikyav Policy.* Copies of these documents may be requested from the Karuk Department of Natural Resources.

Task One - Tribal Youth Involvement

Solicit the engagement of at least five tribal youth to actively participate in the documentation process, coaching them how to formulate and ask questions to interviewees, to take actual film footage, and assemble the pieces of the documentary into its final form. Please include in the proposal bid your method of achieving this task. Expected completion date: February 1, 2017.

Task Two - Synopses

With the assistance of the Program Manager, contractor will propose a list of documentation topics from which participating tribal youth will choose their projects. Contractor will be responsible for working with the tribal youth to develop short, 10 line maximum, synopses of all documentaries and submit to the Program Manager. This may require further research into the topic matters and will require final approval from Program Manager. These drafts may also require internal Tribal review and approval processes, which will be facilitated by the Program Manager. Please factor in at least six weeks for review and final approvals, whereby edits to these documents may be required. Expected completion date: August 1, 2017.

Task Three - Training Workshops

Coordinate and facilitate two (2) two-hour hands on workshops at which tribal youth will learn how to: research and plan for subject area; document informed consent of interviewees; formulate and ask questions to interviewees, and; record and log footage. Expected completion date: April 1, 2017.

Coordinate and facilitate two (2) two-hour hands on workshops at which participating tribal youth will learn how to edit and finalize their video products. Expected completion date: Sep.1, 2017.

Task Four - How-to Video Production Manual

Upon the experience and lessons learned through the training workshops with tribal youth, develop a basic "How-to" Video Production Manual (1) for capturing digital images and sound, editing, and finalizing video products. This may require further research into the topic matters and will require final approval from Program Manager. These drafts may also require internal Tribal review and approval processes, which will be facilitated by the Program Manager. Please factor in at least six weeks for review and final approvals, whereby edits to these documents may be required. Expected completion date: April 1, 2018.

Task Five – Finalizing Documentaries

Working with tribal youth using their newly trained editing skills, contractor will submit at least five (5) 2-15 minute videos on various topics such as traditional food processing, native plants, historical and cultural significance of areas, Karuk basketry, etc. to Program Manager. Program Manager will deliver edits and suggestions within 3 weeks of receiving drafts. Contractor will incorporate editing suggestions from Program Manager and re-submit, if necessary. These drafts may also require internal Tribal review and approval processes, which will be facilitated by the Program Manager. Please factor in at least six weeks for review and final approvals, whereby edits to these documents may be required. This task will be considered completed upon Council approval, at which time contractor will be required to submit master DVDs and all raw data to Program Manager. Expected completion date: June 1, 2018.

Responses to this Request for Proposals should include the following:

- 1) A statement of qualifications, including relevant project history. The vendor must have multimedia skills; videography, photography, audio recording, editing and production skills. Please list experience, where and with whom skills were learned, and the dates experience was amassed.
- 2) A proposed approach and rational for completion of the contract tasks described above, including descriptions of similar work previously completed and the results/benefits achieved. Note that the vendor must have previous experience working with Indigenous People and will respect gender specific tribal regulations pertaining to cultural practices.
- 3) A lump sum price, with attached price page.
- 4) Names and telephone numbers of three client references.

Responses must be hand, mail, or email delivered by Friday, December 30, 2016 no later than 5:00 PM (Pacific Standard Time) to:

Emma Lee Perez, Contract Compliance
Karuk Tribe – Administration Office
64236 Second Avenue
P.O. Box 1016
Happy Camp, CA 96039
FAXES WILL NOT BE ACCEPTED
Emails will be accepted at: compliance@karuk.us

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

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

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

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

Price Page for17-RFP-013 Proposal Submitted by:

Name:	Phone Number:
E-mail:	Fax Number:
Amount requested to be compensated for each to	ask:
 Task One: Task Two: Task Three: Task Four: Task Five: Task Six: Task Seven: 	
List previous experience below: List up to three references with phone numbers	
2)	
3)	
Other Comments:	

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

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

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

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

Karuk Community Health Clinic

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



Karuk Dental Clinic

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

Administrative Office

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

Sandi Tripp Department of Transportation Director

For Council Meeting on February 23, 2017 Reporting Period – January 19, 2016 to February 16, 2017

TRIBAL TRANSPORATION 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.

I will be coordinating with the County to ensure the contractor comes out soon to make repairs to the route as we have been notified of potholes and loss of shoulder backing.

I will keep the contactor on task and additionally I will ensure 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 met on a teleconference due to weather issues. The action items discussed where follow-up on a matrix to track action items, contacting Happy Camp residents to ensure we can participate in planned public events, scheduling traffic counts and beging the process of school board presentations. We will also be coordinating with our Tribal Health Director and the County Public Health offices to begin a Public Health Survey at all the clinics and hospitals. Our next meeting is planned for March 3, 2017 in Yreka. I will ensure Council is informed on the progress of this Project as we move forward.

Plan for completing this project by 2020-2022: We will start by submitting for Cycle 4 <u>PA&ED</u> <u>Application (2018)</u>; Cycle 5 - <u>PS&E Development</u> (2018); and finally for Cycle 6- <u>Construction</u> Implementation (2019).

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. We now have all the core team in place; the Karuk Tribe, Caltrans, Eckert Environmental, Local Government Commission and GreenDOT Transportation Solutions. I'm excited to start this project and begin coordinating the Community Advisory Group. I would be honored if Tribal Council will participate throughout this project as lead members of the Advisory Group. We have tentative plans for scheduling of our charrette process:

Week of May 1-5 Week of May 15-19

Week of May 30-June 2 (The 29th is Memorial Day Holiday)

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. As you are aware the contract between the Karuk Tribe (DOT) and WHD was approved on November 17, 2016. Travis Olsen will soon be forwarding all relevant documentation to me for my files. I will file the final document with Contract Compliance as soon as it is available.

ICDBG - Karuk Tribe Family Services Center

Description: Planning/Bid Development

Status: In Progress

During this reporting period we reviewed the proposal submissions and came to a consensus on a Design Build firm for this project. HUD has approved our selection and I believe the contract is currently moving through the process.

Emma Lee is a pleasure to work with and she is doing a great job managing this ICDBG project. I'm glad to be part of the team. This project is on track for a timely completion.

Project Title: 2% Planning

1.) General Project Coordination and Planning Efforts

Status: In Process

We developed an RFP and completed the solicitation during this reporting period. We are now currently ranking proposals for On-call Engineering and planning services, this is a process that we go through biennially. The reason for this contract is that the DOT does not have funding or need for a staff engineer, so, alternatively we acquire expert knowledge in engineering, planning, surveying and fund development services through the On-call Engineering and Planning Services Company that we contract with. We have received multiple proposals and we are ranking for the most knowledgeable firm/company. I will be prepared for the next regularly scheduled Tribal Council meeting to present the selected proposer for your review and approval.

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 have not yet received the final draft of this document. When I do receive it I will review and present the document to Tribal Council for approval. Thank you for your patience.

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

Road maintenance funding provides staff and operational coverage for facility maintenance activities. During this reporting period the crew has accomplished multiple maintenance projects. Currently they are working on:

Activities

- Winter maintenance and snow removal in Yreka and Happy Camp areas, equipment repair and maintenance, street sweeping, debris and brush removal from roadside and gutters, crack sealing, minor roadway patching, curb painting.
- Road repair and crack seal on all routes within the Yreka KTHA Housing community.

Program	Code	Total Budget	Expensed to date	Balance	% Expended
Federal Highway Administration (FHWA)	2231	\$2,086,894	\$458,170	1,628,692*	21.96%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/16 – 9/30/17	12	5	7	70%	Allows for annual carryover of all unused TTP funds
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
	yes	12/16	12/16	yes	12/16

Our next reporting period covers October 1, 2016 to March 30, 2017

Action Items:

No action items at this time.

SCOTT QUINN, DIRECTOR OF TRIBAL LANDS MANAGEMENT Directors Report for Council Meeting on February 23, 2017

FEE TO TRUST PROJECTS

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

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

Status: On 6/28/2016 the BIA requested two surveys of the property. On 7/21/2016 I sent BIA the requested surveys. On 10/18, I asked the BIA for an update. BIA indicated they are preparing a PTO, then the NOA. On 11/16, the BIA indicated it was still on her desk, and she would get it out ASAP. On 2/16/2016 I Left message with the BIA for an update on the PTO. BIA called back and still needs to draft PTO, get Phase I compliance, and an LDR from surveyor.

Remaining: <u>FEE TO TRUST PROCESS</u> — Once a FTT Application is complete, the BIA will get a PTO, publish a Notice of Application (NOA), get NEPA compliance, obtain a Title Opinion from the Solicitor, get a Legal Description Review, publish a Notice of Decision (NOD), send Recording Instructions to the Title Co., draft and send us an Acceptance of Conveyance (AOC), and final recording of the new deed at the BIA and County. A final Title Policy will also be issued by the Title Co.

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

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

Status: comments removed for space> On 11/10/2016 our contractor took additional samples and began soil remediation. I reviewed the consultant's report and on 1/19/17, forwarded to the BIA. They are not recommending soil removal. On 2/16/17 I called BIA, and left her a message to follow up on the environmental clearance.

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

3. Project Title: Orleans Community Center Fee to Trust

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

Status:
/ Comments removed for space On 10/3/2016 I received the BIA's published
Notice of Application. On 2/16/17 I emailed BIA to check on status of FTT, and when
NOD will be published.

Remaining: BIA to complete the Fee to Trust Process per 25CFR 151 (see above).

4. Project Title: Bunker Hill Fee to Trust

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

Remaining: BIA needs to complete the Fee to Trust Process per 25CFR 151 (see above).

<u>INFORMATIONAL</u>

- 1. BIA Staff is inquiring with the Regional Director to see if I can go down to Sacramento and give the CA FTT Consortium some assistance.
- 2. In February, Laura Mayton, Sam Super, and I prepared the Yellow House for the Casino Development team from ROI.
- 3. Redid my paperwork for my Notary Commission since I did not file on my oath and bond in time.
- 4. At Council's request, I developed and sent Council a table of tribal facilities for tribal maintenance (see Attachment #3)

CASINO

- 1. Processed Invoices (VESTRA and GWest).
- 2. Participated in weekly Meeting.
- 3. Investigated vendor licensing for the gaming commission.
- 4. Drafted a letter, and contacted the county regarding off-site improvements.
- 5. Visited the site and participated in a meeting with the GC, tribe, and sub.

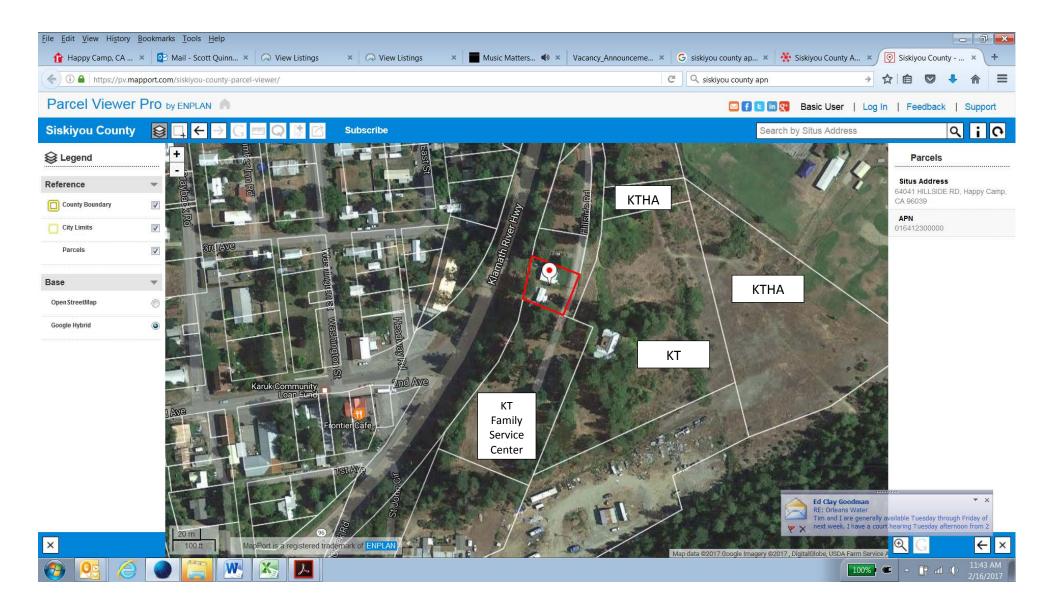
FUTURE ACTION ITEMS

1. Project Title: 64041 Hillside Rd., Happy Camp, CA

Description: Proposal to purchase a property (see Attachment #1 and #2). 3Bdrm/1Bath Singlewide. Asking \$75k.

KARUK TRIBE - FACILITIES MAINTENANCE SCHEDULE

СІТУ	BUILDING	ADDRESS	STATUS	SQFT	YR BUILT	LANDSCAPING MAINTENANCE SCHEDULE	BUILDING MAINTENANCE SCHEDULE	CURRENT CONDITION/NOTES
HAPPY CAMP	HEADSTART	632 JACOBS WAY	TRUST	6,200	1984			
HAPPY CAMP	ADMIN/CLINIC	64236 SECOND AVE.	TRUST	9,200	1995	*		
HAPPY CAMP	MAINT/TERO	64236 SECOND AVE.	TRUST	6,000	1995			
HAPPY CAMP	PEOPLES CENTER	64236 SECOND AVE.	TRUST	5,250	2002			
HAPPY CAMP	GYM/KITCHEN	64236 SECOND AVE.	TRUST	3,200	1960			
HAPPY CAMP	MODULAR OFFICE	64236 SECOND AVE.	TRUST	2,376	2006	*		
HAPPY CAMP	KCDC	63426 HWY 96	TRUST	3,000	1990			
HAPPY CAMP	MAINTENANCE SHOP	2501 CHINA GRADE	TRUST	1,000	1970			
HAPPY CAMP	BILLING	64236 SECOND AVE.	TRUST	1,440	1995			
HAPPY CAMP	KR RV PARK	110 NUGGET ST.	FEE	7,810		*		
HAPPY CAMP	RUSTIC INN	64105 HILLSIDE RD.	FEE	3,460	1950			
HAPPY CAMP	YELLOW HOUSE	64034 HILLSIDE RD.	FEE	2,200	1960	*	*	
HAPPY CAMP	LOG SCHOOL	34 FOURTH AVE.	FEE	2,000		*	*	
ORLEANS	DNR/TANF	39051 HWY 96	TRUST	6,200	2004			
ORLEANS	FISHERIES	39052 HWY 96	TRUST	2,000	1977			
ORLEANS	COUNCIL CHAMBERS	37960 HWY 96	FEE/TRUST					
ORLEANS	ELDERS CENTER	459 ASIP STREET	TRUST	3,252	2004			
SOMES BAR	HOME #1	99300 HWY 96	TRUST (USFS)	1,000	1970			
SOMES BAR	HOME #2	99300 HWY 96	TRUST (USFS)	1,000	1970			
SOMES BAR	KATAMIIN KITCHEN	99300 HWY 96	TRUST (USFS)	1,000	1983	*		
SOMES BAR	MAINTENANCE SHOP	99300 HWY 96	TRUST (USFS)	2,190	1959			
KLAMATH RIVER	OAK KNOLL	22541 HWY 96	TRUST	6,624	2001	*	*	
YREKA	CLINIC	1519 S. OREGON ST.	TRUST	10,500	2004			
YREKA	HEADSTART	1306 YELLOWHAMMER	TRUST	2,000	1997			
YREKA	TANF	1517 S. OREGON ST.	FEE	2,400				
YREKA	HOME (HEALTH)	412 W. CENTER	FEE	1,427	1940			
YREKA	HOME WME MH PARK	545 E. OBERLIN	FEE	1,000	1960	*		
YREKA	5 MOBILE HOMES	545 E. OBERLIN	FEE	1,200			*	
YREKA	YELLOW HOUSE	250 SHARPS RD.	FEE	1,876	2003	*	*	
YREKA	SHOP	250 SHARPS RD.	FEE	2,400	2003			
YREKA	RR PROPERTY SHEDS	300 SHARPS RD.	FEE	35,000			_	



Karuk Tribal TANF Program February 2017 Monthly Report

Program Report

Executive Director's Comments:

Office Space –
Orleans -
Нарру Сатр —
Need to build new ADA deck and ramp at the TANF office.
Yreka –
Appeals, Complaints and Grievances -
None
TANF Father/Motherhood is Sacred Training -
On Hold
Cultural Activities – For February
7 – storytelling OES 9:00-9:30, wrestling practice 4:30 – 6:00
8 –Pruning Workshop 11:00-2:00;
10 – Abalone part 2 Yreka
14 – Storytelling OES 9:00-9:30;
15 – Abalone workshop HC 5:00-6:30
24 – NCTCC food sovereignty camp 10:00-4:00
28 – Storytelling OES 9:00-9:30

Submitted By:

Lester Lee Alford, Jr. TANF Executive Director

Karuk Tribal TANF Program February 2017 Monthly Report

Program Summary

TANF

Work Participation Rate Report (WPR):

```
Currently serving 39 clients (See attachment (A)) – KTTP-Active Cases as of 2/16/20176)
```

```
WPR = \frac{00.00\%}{00.00\%} - (See attachment (B)) - KTTP - WPR - Orleans - (12/2016)
WPR = \frac{50.00\%}{00.00\%} - (See attachment (B)) - KTTP - WPR - Happy Camp - (12/2016)
```

WPR = 75.00% - (See attachment (B)) - KTTP - WPR - Yreka - (12/2016)

WPR = 54.55% - (See attachment (B)) - KTTP - 12/2016

N.E.W. Program

```
FY2017 Budget = $39,154.00 Total Expended to-date = $28,800.49
```

LIAP PROGRAM

LIHEAP (Energy Assistance)

```
FY2017 Budget = $31,074.68 Total Expended to-date = $22,995.57
```

GENERAL ASSISTANCE

```
FY2017 Budget = $110,000.00 Total Expended to-date = $54,618.82
```

CSD

```
CY2016 Budget = $19,320.00 Total Expended to-date = $793.20
```

CSD - HOMELESS Assistance

CY2016 Budget = \$32,000.00 Total Expended to-date = \$10,444.76

Council Approval Request(s)

None

(Attachment (A))	TANF Active Cases (1/2017 Report)
(Attachment (B))	TANF Work Participation Rate (12/2016)
(Attachment (C))	N.E.W. Program (2/2017 Report)
(Attachment (D))	LIAP - LIHEAP (2/2017 Expenditure Report)
(Attachment (E))	LIAP - GA (2/2017 Expenditure Report)
(Attachment (F))	LIAP - CSD (2/2017 Expenditure Report)
	LIAP - CSD HOMELESS Expenditure Report

Karuk Tribal TANF Program February 2017 Monthly Report

Program Report

Executive Director's Comments:

Office Space –
Orleans -
Happy Camp –
Need to build new ADA deck and ramp at the TANF office.
Yreka –
Appeals, Complaints and Grievances -
None
TANF Father/Motherhood is Sacred Training -
On Hold
Cultural Activities – For Febraury
7 – storytelling OES 9:00-9:30, wrestling practice 4:30 – 6:00
8 –Pruning Workshop 11:00-2:00;
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14 – Storytelling OES 9:00-9:30;
15 – Abalone workshop HC 5:00-6:30
24 – NCTCC food sovereignty camp 10:00-4:00
28 – Storytelling OES 9:00-9:30
Submitted By:

Lester Lee Alford, Jr. TANF Executive Director

Karuk Tribal TANF Program

Active Cases as of 02/16/2017

Orleans TANF Office	
Total number of Child Only/Non-Needy families Total number of One Parent families Total number of Two Parent families Total number of cases is	1 2 0 3
Happy Camp TANF Office	
Total number of Child Only/Non-Needy families Total number of One Parent families Total number of Two Parent families	5
Total number of cases is	<u>2</u> <u>9</u>
Yreka TANF Office	
Total number of Child Only/Non-Needy families Total number of One Parent families Total number of Two Parent families Total number of cases is	11 10 6 27
Total number of Child only cases program wide is	17
Total number of 1-Parent cases program wide is Total number of 2-Parent cases program wide is	14 8
Total number of cases program wide is	39

Karuk Tribal TANF Program WPR - Monthly Summary for 12 / 2016

Type of Family for Work Participation

One parent families	15
Two parent families	9
Child Only Family	18
Total Cases Reported for this Period	42

Work Participation for All Families

Cases that did the hours required	12
Cases required to work	22
Work Participation Rate	54.55 %
2016 Work Participation	Rate is 38%

Client TANF Payments

Total Cash	Assistance	Payments	\$28,059.37
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Number of Clients Participating by Activity Type

	•
049 - Unsubsidized employment	8
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	1
055 - Community Service Programs	0
056 - Vocational Education Training	1
057 - Job Skills Training Directly Related to Employment	1
058 - Education Directly Related to Employment - No HSD/GED	0
059 - Satisfactory School Attendance For Individuals - No HSD/GED	1
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	17

Current Case Load by County

Humboldt County	/ 4
Siskiyou County	38

Current Case Load by Staff

ABALLARD	5	
KKING	3	
LALFORD	2	
LAUBREY	8	
MCHARLES	15	
RBAILEY	3	

Current AOD Case Load

CHOSTLER	5

Karuk Tribal TANF Program WPR - Monthly Summary for 12 / 2016 Orleans TANF Office

Type of Family for Work Participation

One parent families	1
Two parent families	1
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	1
Work Participation Rate	0.00 %
2016 Work Participation	Rate is 38%

Client TANF Payments

Total Payments	\$2,996.00

Number of Clients Participating by Activity Type

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

Current Case Load by Site

4
38
es: 42
•

Current Case Load by Staff

ABALLARD	5
KKING	3
LALFORD	2
LAUBREY	8
MCHARLES	15
RBAILEY	3

Karuk Tribal TANF Program WPR - Monthly Summary for 12 / 2016 Happy Camp TANF Office

Type of Family for Work Participation

One parent families	2
Two parent families	2
Child Only Family	5
Total Cases Reported for this Period	9

Work Participation for All Families

Cases that did the hours required	2	
Cases required to work	4	
Work Participation Rate	50.00 %	
2016 Work Participation	Rate is 38%	

Client TANF Payments

Total Payments	\$5,014.00
rount aymond	Ψ0,014.00

Number of Clients Participating by Activity Type

049 - Unsubsidized employment	1
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	0
055 - Community Service Programs	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	6

Current Case Load by Site

Humboldt County	4
Siskiyou County	38
*Total C	Cases: 42

Current Case Load by Staff

ABALLARD	5
KKING	3
LALFORD	2
LAUBREY	8
MCHARLES	15
RBAILEY	3

Karuk Tribal TANF Program WPR - Monthly Summary for 12 / 2016 Yreka TANF Office

Type of Family for Work Participation

One parent families	8
Two parent families	5
Child Only Family	11
Total Cases Reported for this Period	24

Work Participation for All Families

Cases that did the hours required	9
Cases required to work	12
Work Participation Rate	75.00 %
2016 Work Participation	Rate is 38%

Client TANF Payments

Total Payments	\$16.675.60
Total Payments	\$16,675.60

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

Current Case Load by Site

4
38
Cases: 42

Current Case Load by Staff

ABALLARD	5
KKING	3
LALFORD	2
LAUBREY	8
MCHARLES	15
RBAILEY	3

Karuk Tribal NEW Program July 2016 - June 2017

Active Cases as of 02/16/2017

PROGRAM TOTALS	Total number Orleans Clients: Total number Happy Camp Clients: Total number Yreka Clients:	0 4 5
	Total number of cases program wide is	9

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
- 1 JRT Job Readiness Training
- 0 JS Job Search
- 0 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: \$28,800.49

2016 N.E.W. Program Grant Amount Remaining: \$10,353.51

Karuk Tribe 2017 LIHEAP Expenditure Report

EXPENDITURES TO-DATE

	2017 Budget	2017 Actual	
Total 2015 LIHEAP Expended-To Date:	31,074.68	\$22,995.57	74 %
Total Heating Assistance Provided:	\$19.847.60	\$22,995.57	116%
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: \$8,079.11

TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households receiving Heating Assistance: 68
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 = 24
Household Size 2 = 14
Household Size 3 = 10
Household Size 4 = 12
Household Size 5 = 5
Household Size 6 = 1

Karuk Tribe 2017 General Assistance Expenditure Report

EXPENDITURES TO-DATE

Total 2017 General Assistance Expended-To Date: \$54,618.82

Total Emergy Assistance Assistance Provided: \$12,335.70

Food Assistance: \$8,538.88 Clothing Assistance: \$2,446.82

Shelter Assistance: \$1,350.00

Total GAWEP Assistance Provided:

Total In-Home Health Assistance Provided: \$19,662.00

Total Burial Assistance Provided: \$21,859.12

TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households received GA Assistance Assistance: 112

Total # of Households received Emergy Assistance Assistance: 56

Food Assistance: 39

Clothing Assistance: 13

Shelter Assistance: 4

Total # of Households received GAWEP Assistance: 0

Total # of Households received In-Home Health Assistance: 1

Total # of Households receiving Burial Assistance: 11

HOUSEHOLD SIZE

HOOGEHOLD SIZE			
	Household Size 1:	0	
	Household Size 2:	25	
	Household Size 3:	9	
	Household Size 4:	5	
	Household Size 5:	0	
	Household Size 6:	1	
		1	

Karuk Tribe 2017 CSD Expenditure Report

EXPENDITURES TO-DATE

Total 2017 CSD Funding Budget: \$19,320.00

Total 2017 CSD Expended-To Date: \$793.20

Total Food Assistance Provided: \$745.68

Total Clothing Assistance Provided:

Total Shelter Assistance Provided:

Total Special Needs Assistance Provided: \$47.52

Total Crisis Assistance Provided:

Total 2017 CSD Funding Remaining: \$18,526.80

TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households receiving Food Assistance: 3

Total # of Households receiving Clothing Assistance: 0

Total # of Households receiving Shelter Assistance: 0

Total # of Households receiving Special Needs Assistance: 0

Total # of Households receiving Crisis Assistance:

1

Karuk Tribe 2017 CSD HOMELESS Expenditure Report

EXPENDITURES TO-DATE

Total 2017 CSD HOMELESS Funding Budget: \$32,000.00

Total 2017 CSD HOMELESS Expended-To Date: \$10,444.76

Total Food Assistance Provided: \$1,233.12

Total Clothing Assistance Provided: \$378.99

Total Shelter Assistance Provided: \$8,612.52

Total Special Needs Assistance Provided: \$23.57

Total Crisis Assistance Provided: \$196.56

Total 2017 CSD HOMELESS Funding Remaining: \$21,555.24

Emma Lee Perez – Contract Compliance Report For Council Meeting on February 23, 2017 Reporting Period January 19th, 2016 – February 16th, 2017

Action Items:

Requesting approval of contract 17-C-034 with Travois in the amount of \$138,811 for design services for the Family Services Center. Contract is currently under review.

Consent Calendar: See attached **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: February 20th, 2017

Expenditure/ Progress Chart -

Program	Code	Total Budget	Expenses to date	Balance	% Expended
CSD	6060-07	\$32,000	\$10,308.16	\$21,523.54	32%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
06/01/2016-05/31/2017	12	5.5	5.5	0%	Υ
Progress Report Due Date	Completed?	Date Completed	Fiscal Report Due Date	Completed?	Date Completed.
2/20/2017	No	2/20/2017	2/20/2017	No	2/20/2017
Comments:					

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: $\underline{March\ 20^{th}}$, $\underline{2017}$

Expenditure/ Progress Chart -

Program	Code	Total Budget	Expenses to date	Balance	% Expended
CSD	6063-13	\$42,000	\$547.52	\$40,952.48	
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
01/01/2017-12/31/2017	12	2	10	0%	Y
Progress Report Due Date	Completed?	Date Completed	Fiscal Report Due Date	Completed?	Date Completed.
03/20/2017	No		03/20/2017	No	
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.

<u>Project Goal #2</u>: 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.

Achieved during report period:

Tentatively, Susan Gehr is scheduled to give a presentation to the PCAC and Council February 8th @ 1p.m. She will give a presentation on the scope of work, deliverables and outcomes of the grant. She will also discuss next steps; including ANA funding for the 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	\$50,554.46	\$49,445.52	50%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed	Extension Option Y/N
06/15/2015 -11/2017	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	\$2,230.50	\$602,769.50	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	1/30/2017	Yes	01/05/2017
Comments:					

Achieved during report period:

ICDBG – Family Services Center

Black Wolf Construction and Travois have been selected for the construction and design of the Family Services Center. At the recommendation of HUD we will start the design phase with Travois under a separate contract from Black Wolf. When Black Wolf receives their contractors license we will issue a contract for the construction. Compliance conferenced with Black Wolf and Travois January 19th, they are agreeable to separate contracts to keep the project on schedule and in compliance with HUD regulations. Travois is scheduled to meet with the Karuk team March 1st for an initial on site design meeting.

Ford Family Foundation Grant:

Compliance submitted an application to the Ford Foundation to offset some of the costs associated with the Family Services Center. The application is currently under review.

Submitted,

Emma Lee

Contract Compliance Specialist

KARUK TRIBE DESIGN CONTRACT 17-C-034

This Contract, dated as of <u>February 16th, 2017</u>, is between the <u>Karuk Tribe</u> (hereinafter "KT"), and <u>Travois</u> (hereinafter "Contractor/Designer") who hereby agree as follows:

- 1. <u>Employment.</u> KT hereby retains Contractor to provide the services outlined in this Contract. It is understood that contractors are not employed by the KT as employees and agreed that KT is not obligated to withhold any federal, state or local taxes from fees paid to the Contractor, nor shall KT 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 Contractor and proof of such coverage may be requested by KT if required.
- 2. <u>Term of Contract.</u> The term of this Contract shall be <u>February 16th</u>, <u>2017 through June 30</u>, <u>2018</u>.
- 3. Compensation. As compensation for all services rendered by the Contractor under this Contract, KT shall pay to the Contractor a total sum not to exceed \$125,087 plus \$3,539.00 for cultural monitoring and monthly construction monitoring/administrative services at a rate of \$3,500/month. Current construction time is estimated at 7 months, or a total of \$24,500._ All payments hereunder are specifically conditioned upon satisfactory and timely completion of deliverables as detailed in this Contract. KT reserves the right to withhold payment or make partial payment for incomplete and/or unsatisfactory items. Contractor as an independent contractor shall not receive any other benefits or allowances under this contract.
 - a. The hourly billing rates for services of the Architect and the Architect's consultants are \$125/hour. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

b. Compensation for reimbursable expenses

- Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - **1.** Transportation and authorized out-of-town travel and subsistence; N/A travel expenses are included
 - 2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; N/A data and communication expenses are included.
 - **3.** Fees paid for securing approval of authorities having jurisdiction over the Project;
 - **4.** Printing, reproductions, plots, standard form documents; We will provide hard copy sets as needed, at no additional cost, up to 5 sets of construction documents for each project type. Additional prints requested will be reimbursed at cost.
 - **5.** Postage, handling and delivery; Postage and handling for printed sets included will be at no charge, postage for additional sets requested will be reimbursed at cost.
 - **6.** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - **7.** Renderings **models**, mock-ups, professional photography, and presentation materials requested by the Owner;
 - **8.** Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional

- insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- 9. All taxes levied on professional services and on reimbursable expenses;
- 10. Site office expenses; and
- 11. Other similar Project-related expenditures.

c. Compensation for use of architect's instruments of service

i. If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows: Negotiated if necessary.

d. Payments to the Architect

- Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
 - 1. 15.00 % per annum
- ii. The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- iii. Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.
- **4. <u>Duties.</u>** The Contractor shall perform all the duties and have all the responsibilities as set forth in the "Scope of Work" attached hereto as Attachment A. All work performed hereunder shall be monitored by the Project Manager or his/her Authorized Designee.
- **TERO.** This contract is subject to all provisions of the Karuk Tribal Employment Rights Ordinance. All Contracts exceeding \$2,500 are subject to an amount equal to 2% (two percent) of the contract sum, and all future change orders, payable to the Karuk Tribe as a TERO fee which will be withheld from payments issued by KT and forwarded to the Karuk Tribe. The entire TERO fee will be deducted from the first request for payment unless an advance request is made to have the TERO fee deducted incrementally from each progress payment request.

6. Conflicts of Interest.

- a. In addition to complying with any and all applicable federal, state and Tribal laws and requirements governing conflicts of interest, the Contractor shall not engage in any business or transaction or have any financial interest or other personal interest, direct or indirect, which is incompatible with the proper discharge of official duties or which may impair independence of judgment or action in the performance of official duties. The Contractor shall not acquire an interest in any project or endeavor of KT while this Contract is in effect.
- b. Neither the Contractor nor any employee, officer or agent of the Contractor shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (1) the Contractor, or his or her employee, officer or agent; (2) any member of Contractor's or employee's, officer's or agent's immediate family; (3) Contractor's or employee's, officer's or agent's partner; or (4) an organization which

- employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- c. Neither Contractor nor Contractor's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.
- 7. <u>Confidential Information.</u> Contractor will not disclose directly or indirectly, or use for the benefit of any third party, any secret or confidential information, knowledge or data acquired by virtue of its relationship with KT without the prior written approval of KT. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration or termination of the Contract.
- **8.** Compliance with Legal Requirements. Contractor certifies and agrees that it will comply with federal law, federal regulations, Tribal law if any, KT policies and procedures, and all other pertinent requirements regarding the services to be provided hereunder and the use of funds paid to Contractor for the services under this Contract including but not limited to 24 C.F.R. Part 1000 and 24 C.F.R. 85.36.
- **9.** <u>Interest of Certain Federal Officials.</u> No member of, or delegate to the Congress of the United States, and no Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise there from.

10. Equal Employment Opportunity.

Except as may be modified by Section 11 below, Contractor will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), including:

- a. In connection with the performance of work under this Contract, and except as Indian Preference laws and regulations are applicable, Contractor agrees not to discriminate against any employees or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin except as Indian Preference laws and regulations may apply.
- 11. <u>Indian Preference.</u> The work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self-Determination and Education Assistance Act [25 U.S.C. 450e(b)] as well as all Karuk Tribal Member Preference regulations of the Karuk Triba and KT. Section 7(b) requires that to the greatest extent feasible: (1) preferences and opportunities for training and employment shall be given to Indians, and (2) preferences in the award of contracts and subcontracts shall be given to Indian organizations and to Indian-owned Economic Enterprises as defined in section 3 of the Indian Financing Act of 1974 (88 Stat.77).
 - a. The parties to this contact shall comply with the provisions of section 7(b) of the Indian Self-Determination and Education Assistance Act [24 U.S.C. 450e (b)] and with all HUD requirements adopted pursuant to section 7(b).

- b. In connection with this contract, the parties shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians.
- c. This section 7(b) clause shall be incorporated into every subcontract in connection with the project.
- d. Upon finding by the KT or HUD that any party to this contract is not in compliance with the section 7(b) requirements, that party shall, at the direction of the KT, initiate appropriate action to remedy the noncompliance.
- e. The Contract may be terminated or penalties imposed for improper subcontracting or false certification as to subcontracting with Indian preference in accordance with this section.

Karuk Tribal Member Preference requirements can be found in the KT Procurement Policy, Attachment A.

- **12.** Compliance with Copeland Act Requirements. To the extent applicable to the scope of work, the Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations of 29 C.F.R. Part 3, which are hereby incorporated by reference in this Contract.
- 13. <u>Compliance with Davis-Bacon and related Act Requirements.</u> To the extent applicable to the scope of work, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). It has been determined that the adopted 2011 Tribal Wage Rates shall be applicable to the project.
- **14.** Compliance with Contract Work Hours and Safety Standards Act. To the extent applicable to the scope of work, the Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
- 15. Access to and Retention of Records. Contractor agrees to allow access by KT, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor further agrees to retain all required records for a period of three (3) years after the KT has made final payment and all other pending matters are closed. When requested by KT or by HUD, Contractor agrees to provide copies of all documentation for which fees are charged hereunder.
- **16.** Ownership of Documents. All documents created or prepared under this Contract are the property of KT and are not to be used by the Contractor or any subcontractor except in connection with the work performed under this Contract.
- 17. <u>Copyrights and Rights in Data.</u> HUD reserves the irrevocable, non-exclusive, and royalty-free license to reproduce, publish, or otherwise use, for Federal government purposes only and to the extent otherwise permitted by law, (a) the copyright in any work developed under a grant or subgrant, or contract under a grant or subgrant, and (b) any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.

- **18.** Energy Policy and Conservation Act. Contractor shall comply with all applicable mandatory standards and policies relating to energy efficiency with are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- **19.** Certification Regarding Debarment, Suspension and Related Matters. Contractor will comply with the prohibitions set out in 24 C.F.R. Part 24, 24 C.F.R. 85.35, as well as any Tribal and URHA requirements, with regard to the use of debarred, suspended or ineligible contractors. 24 C.F.R. 1000.44. Contractor hereby certifies to the best of their knowledge that it or any of its officers or contractors or sub-contractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal debarment or agency;
 - b. Have not within a three (3) year period preceding this Contract 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;
 - c. 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
 - d. Have not within a three (3) year period preceding this Contract had one or more public (Federal, State or local) transactions terminated for cause or default.
- **20.** <u>Authority.</u> Contractor's authority to act under this Contract can be suspended upon written or verbal notice by the Chairman of KT or his/her designee. If verbal notice is given, it shall be confirmed in writing within five (5) working days.
- **21.** <u>Termination for Cause.</u> KT may terminate this contract with cause upon providing Contractor fifteen (15) days written notice setting out the grounds for said termination, or by mutual agreement. Any written notice of termination shall be delivered by certified mail.
- **22.** Termination for Convenience. Notwithstanding any other provision of this Contract, KT may terminate this Contract in whole or in part when it determines that continuing the Contract is no longer in the best interest of KT. Such termination will be effected by the delivery, via certified mail, of written notice to the Contractor of a Notice of Termination specifying the extent to which the Contract is terminated and the effective date of termination. If KT terminates for convenience under this clause, KT shall pay to Contractor all reasonable and proper payment for services provided up to the date of termination. Contractor shall submit an invoice to KT in writing with appropriate documentation within thirty (30) days of termination.
- **23.** <u>Severability.</u> If any provisions of any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- **24.** <u>Prohibition against Assignment.</u> This Contract may not be assigned or transferred by either party without the prior written approval of both parties.
- **25.** <u>Modification of Agreement.</u> Any modification of this Contract shall be binding only if evidenced in writing signed by each party hereto..

- **26.** <u>Complete Contract.</u> This Contract constitutes the entire Contract between the KT and the Contractor and supersedes all other prior and contemporaneous agreements and undertakings both written and oral between the parties hereto or with respect to the subject matter hereof.
- **27. Sovereign Immunity.** Nothing in this Contract shall be deemed to be a waiver, limitation, or modification of the sovereign immunity from unconsented suit or other judicial proceeding of the KT, or of the Karuk Tribe, which immunity is hereby expressly reserved and asserted. A
- **28.** <u>Architect's Responsibilities.</u> See Attachment B, an edited AIA standard form of agreement which further clarifies the roles and responsibilities of the architect and owner in this project.
- **29.** <u>Timeline.</u> See Attachment C which proposes an outline timeline. Dates proposed may deviate depending upon outside factors, but should not be less than further described in Attachment C.
- **30.** Letter of Intent. Attachment D.

KARUK TRIBE:	CONTRACTOR:		
Russell Attebery, Chairman PO Box 1016 Happy Camp, CA 96039 Phone: (530) 493-1600	Travois Architecture PC 310 W. 19 th Terrace Kansas City, MO 64108 Phone: (816) 994-8970		
Fax: (530) 493-5322 Date	Date		

ATTACHMENT A Scope of Work

A. Architectural

- 1. **General:** Building exterior architectural elements should be sensitive to local and regional architecture and should complement the nearby buildings. The placement and direction of the facility should plan for future development.
- 2. **Interior/Exterior Finishes:** The design and construction of both interior and exterior finishes shall be included in the scope of this project.
- 3. **Fixtures:** The design and installation of fixtures shall be of commercial grade and shall be included in the scope of this project. Examples include faucets, toilets, sinks, and lighting systems. Of special note:
 - i. **Custodial Closet:** Sink and other fixtures shall be designed to accommodate wet mops and other janitorial equipment and activities.
 - ii. **Restroom with shower:** An ADA accessible shower shall be included in the scope of this project.
- 4. **Reception):** Areas shall be designed to HIPAA confidentiality standards while maintaining work space and customer service functionality.
- 5. **Interior Signage:** The design and installation of interior room signage shall be included in this project. All rooms shall have signage meeting ADA requirements and shall include room title and room number.
- 6. **Building Exterior Lights:** Exterior building lighting, including streets lights shall be included in the scope of this project for the safety and security of clients, visitors, employees and property.

Site Monument: The design and construction of a site monument shall be included in this project. The monument shall be of the sufficient dimensions and sizing to be clearly visible by vehicular traffic.

B. SUBMITTALS

- 1. **General Requirements:** Submittal format requirements:
 - i. The Contractor shall provide three (3) copies of all documents scheduled for review.
 - ii. 100% Submittal shall include one (1) original, signed, stamped, printed sets of the drawings and specifications in addition to three (3) copies.
 - iii. Record Drawings shall conform to the format requirements for the 100% submittal. One (1) CD containing: 100% drawings and specifications in PDF format, 100% Specifications in MS Word Format, 100% Drawings in AutoCAD DWG format, and all referenced images, files etc.
 - iv. The Contractor shall prepare and submit complete construction documents for review and approval by the Karuk Tribe in accordance with standard professional practice, prevailing codes, and Karuk Tribe's RFP.
- **2. Professional Licensing:** A registered Engineering Professional seal indicating such license by the state of California shall appear on the final construction documents. The architect whose seal is shown will be known as the Architect of Record.

3. Design Submittal:

- i. The review submission packages will incorporate the comments from the previous review. If any package is not complete for the required stage a post review may be required the cost of which will be borne by the contractor.
- ii. Each review submission package shall include an index of drawings (by sheet number and title) and specifications (by section number and title) submitted.
- iii. KT will review the design submission package according to the timelines set forth in the Deliverables section, and provide comments/approvals, either electronically, by fax, or by hard copy delivery.

C. Drawings Submittals:

- 1. Drawings shall be independent for architectural, electrical, mechanical, etc., design and shall denote, on separate views, on the same sheet for each function, where possible. Drawings shall be provided to KT in DWG format and layouts shall be 24" X 36" plan sheets. All drawings in project set shall be on same type and size sheets. PDF files are also requested.
- 2. All views, elevations, sections, details, nomenclatures etc, shall be complete to ensure Contractor compliance without fault to misunderstanding of incomplete or improper views, elevations, sections, details, nomenclatures etc.
- 3. All drawings for 100% submission must be stamped with professional seal of a licensed architect and/or engineer, as appropriate with discipline, along with name and address of firm.

D. DELIVERABLES:

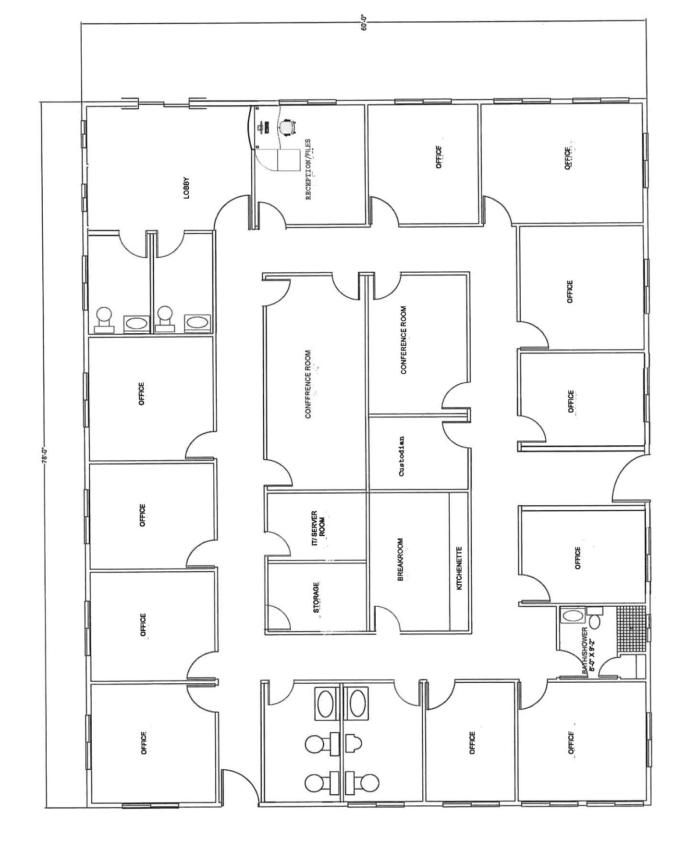
- 1. **30% Schematic Design Submittal:** Due 40 calendar days after NTP (5 days for KT review).
 - i. Prepare a study and investigative report verifying the project scope, analysis of infrastructure systems and recommendations defining the design approach, any existing conditions and/or design considerations unique to the project area.
 - ii. Site visit(s) for field investigation and meet with functional area users & technical staff.
 - iii. Initial conceptual design.
- 2. **60% Design Development Submittal:** Due 50 calendar days after 30% submittal review (5 days for KT review).
 - i. Prepare drawings and specifications in preparation for full contract drawings and specification for the approved design based on schematic design.
 - ii. Provide preliminary cost estimate for project construction.
 - iii. Response to KT's 30% review comments, if applicable.
- 3. **90% Design Development Submittal:** Due 40 calendar days after 60% submittal review (5 days for KT review).

- i. Further prepare drawings and specifications in preparation for full contract drawings and specification for the approved design based on the approved schematic design.
- ii. Provide detailed cost estimate for project construction.
- iii. Response to KT's 60% review comments, if applicable.

E. PAYMENT

1. **Design Payment:** Payment for preparing construction drawings and specifications will be at the Contract lump sum amount for the pay item "Design". Payment for a design submittal will be authorized upon acceptance of the submittal. Payment will be according to the following schedule:

Project Milestone	% of design fee paid at completion.
30% Design Submission	30%
60% Design Submission	30%
_	
90% Design Submission	25%
100% Construction documents	5%
Construction period services	*10%



 Regarding Schedule B-Floor elevation above grade option, would the stem walls be constructed out of CMU or formed concrete?
 Walls would be constructed out of CMU

2. What are the connection fees for sewer and water? The fees for connecting city water are approximately \$500-\$700. The connection to city sewer will not exceed \$500.

3. Does the wage rate apply to Design?

The wage rate applies to the entire project.

Is the Bid Bond due with the design phase or can a letter be submitted committing the bond before construction?
 The Bid Bond is 5% and is due with the response. Responses are due December 14th.

- 5. Am I able to bid on the project without a California GC license if I can show that I have started the process of obtaining a license and could have prior to the award in March? The Contractor shall within five days after the receipt of a Notice of Award furnish the Tribe's Contracting Officer with a copy of their California GC license.
- 6. Is the 100% PP Bond for the contractor portion due within the five days of NTP/award or would a letter stating that bonding could be obtained by the start of construction acceptable?
 The Contractor shall within five days after the receipt of a Notice of Award furnish the Tribe's Contracting Officer with a Performance Bond and a Payment Bond in penal sums

Tribe's Contracting Officer with a Performance Bond and a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents.

- 7. Just to confirm, the project is on fee land and is subject to all permitting processes, fees, inspections and codes required by the Building Department. Are plan review fees and permit fees the responsibility of the owner or bidders?

 Yes, the land is fee land. The contractor is subject to all permitting processes, fees, inspections and codes required by the County Building Department. Plan review fees and permit fees are the responsibility of the bidder.
- 8. Are there any subs for any trade that are excluded or are prohibited from working on the project? Or is there a preferred list of subs or registered native companies? At this time there are not any contractors or subs prohibited from working on the project.
- 9. Is it required that the contractor license is available in the RFP response or would proof that it is in process and would be available within 5 days of the award, if selected be acceptable?

The Contractor shall within five days after the receipt of a Notice of Award furnish the Tribe's Contracting Officer with a copy of their California GC license

10. Has a Phase I Environmental been completed that is available or is one required? Is a survey available?

A Phase I Environmental Site Assessment has not been completed and a survey is not available.

11. Does either conference room require a small coffee/break room sink and plumbing or will this be housed all in the break room?

No, this will be housed in the break room.

12. Is it assumed that costs should be included for new water and sewer laterals from the main line or are there existing lines that are sufficient?

Yes, costs should be included for new water and sewer laterals from the main line.

- 13. What is the current water pressure to the site? We are assuming sprinklers will be required. Is it the bidders responsibility to include costs for an upgraded line if necessary. The current water pressure is approximately 45-50 PSI. There is a two inch supply with a one inch meter. The contractor should upgrade to a two inch meter.
- 14. How much parking area and spaces are to be included? What type of material (concrete, asphalt, gravel)?

The design plan will offer a conceptual design of the parking facility and number of spaces. The material should be hot mix asphalt.

15. Is it the bidder's responsibility to verify with PPL if the current transformer is sufficient and include costs for any upgrades?

I have put in a request to PPL to determine if the transformer is sufficient. I will send out an update after they have visited the site. If an upgrade is needed it would be the responsibility of the bidder.

16. Is there a schedule of values format or template you would like to have used for the preliminary estimates?

We do not have a values format or template to be used for preliminary estimates.

17. Is there a structured scoring or evaluation criteria beyond the percentages listed in the RFP?

No.

18. Is there a desired aesthetic to assist in establishing the budget? We don't have a specific aesthetic but designs should take into consideration the aesthetic of our other tribal buildings. Ex. Karuk Tribe Senior Nutrition Center, located at 64101 Second Avenue, Happy Camp, CA 96039.

19. The documents reference 120 days for Construction and 305 days from NTP for the Project Duration. Is this calendar days or working days?

These are working days. The project should be completed by May 2018.

ATTACHMENT C Proposed Timeline

- (1) Feb 1-10
 - (a) Secure contracts and subcontracts
 - (b) Review contractor requirements with State of California
 - (c) Coordinate with subconsultants
 - (d) Start on geotech and civil reports and design
- (2) Weeks of Feb 13-20th
 - (a) Begin drafting designs
 - (b) Continue with geotech and civil design
- (3) Week of February 27th
 - (a) Wednesday, March 1st On Site Design Meeting/Charette
 - (i) Meet with Karuk team
 - (ii) Discuss initial designs, concepts and ideas
 - (b) Begin on incorporation of design comments and discussions
- (4) Week of March 6th
 - (a) Finalize Geotech Report
 - (b) Review initial designs and pricing
 - (c) Distribute schematics to consultants
- (5) Week of March 13th
 - (a) Continue Design Development Drawings
 - (b) Continue updating pricing
- (6) Week of April 3rd
 - (a) Distribute 50% Design Development Drawings to team for comments
- (7) Week of April 17th
 - (a) Continue work on Design Drawings and incorporating comments into next phase of work
- (8) Week of May 1st
 - (a) Continue work on Construction Documents
 - (b) Finalize initial pricing
- (9) Week of May 8th
 - (a) Finalize Construction Documents
 - (b) Submit for plan and permit review.
- (10) May
 - (a) Await plan review
 - (b) Review submittals
 - (c) Finalize pricing schedules and subcontractor contracts
 - (d) Incorporate comments
 - (e) Resubmit as Needed
 - (f) Finalize Construction Contract
- (11)June
 - (a) Pull permits
 - (b) Mobilize for Construction Start

ATTACHMENT B Edited AIA B101

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide the professional services as set forth in this Agreement.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

«\$1,000,000/occurrence, \$2,000,000 aggregate »

.2 Automobile Liability

«\$1,000,000 »

.3 Workers' Compensation

«\$1,000,000/occurrence, \$2,000,000 aggregate »

.4 Professional Liability

User Notes:

«\$1,000,000 occurrence, \$1,000,000 aggregate »

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the

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commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.
- § 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

User Notes:

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge

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of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to

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payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment. § 3.6.4 SUBMITTALS § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. § 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. § 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information. § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. § 3.6.5 CHANGES IN THE WORK § 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the

provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 **ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

A 1 11/1		
Additional Services	Responsibility	Location of Service Description
	(Architect, Owner	(Section 4.2 below or in an exhibit
	or Not Provided)	attached to this document and
		identified below)
§ 4.1.1 Programming (B202 TM –2009)	«Not Provided»	
§4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203 [™] –2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202 TM –2008)	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	Note: Architect can provide
		limited landscaping
		recommendations to meet LIHTC
		requirements however detailed
		landscaping and plant/species
		recommendations should be by
		local experienced landscaper or
		landscape architect.
§ 4.1.9 Architectural Interior Design (B252 TM –2007)	Not Provided	
§ 4.1.10 Value Analysis (B204 TM –2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	Note: Architect will provide cost
		estimates to the best of their ability
		based on the scope of work and
		preliminary documents for the
		LIHTC application package.
§ 4.1.12 On-site Project Representation (B207 TM –2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	

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§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210 TM –2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206 TM –	Not Provided	
2007)			
§ 4.1.22	Commissioning (B211 TM –2007)	Not Provided	
	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED [®] Certification (B214 TM –2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§4.1.26	Historic Preservation (B205 TM –2007)	Not Provided	
§4.1.27	Furniture, Furnishings, and Equipment Design	Not Provided	
(B253 TM	-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

- § 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.
- § 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:
 - Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - **.9** Evaluation of the qualifications of bidders or persons providing proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- **.6** To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.
- § 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 «Two » («2») reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
 - .2 «Monthly» (« ») visits to the site by the Architect over the duration of the Project during construction
 - .3 «Monthly» (« ») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 «Monthly» (« ») inspections for any portion of the Work to determine final completion
- § 4.3.4 If the services covered by this Agreement have not been completed within «Thirty six» («36») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
- § 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 Section Intentionally Omitted.

User Notes:

- § 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.
- § 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.
- § 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 **COST OF THE WORK**

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

(3B9ADA1C)

- § 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

COPYRIGHTS AND LICENSES ARTICLE 7

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

User Notes:

Information Technology Council Report

Eric Cutright, February 16, 2017

Expenditure/ Progress Chart - IT Dept Indirect Budget February 16, 2017

_			Expensed		%
Program	Code	Total Budget	to date	Balance	Expended
IT Systems	1020-15	\$347,888.44	\$132,600.81	\$215,287.63	38.12%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2016 to 9/30/2017	12	4.5	7.5	38%	Ν
9/30/2017 12 4.3 7.3 30 /6 1N					

This is the budget to maintain the IT Department and the IT resources spread throughout tribal offices. The majority of the budget goes to salaries for IT personnel.

IT Department On-Going Projects:

- On January 30, the USDA released the funds for the KTHHS Telemedicine Grant. I have reached out to vendors for quotes for telemedicine equipment. Procurements for the equipment will be presented at the March Health Board meeting.
- The IT department is also consulting with KTHA on the phase 2 construction of the Yreka Wellness Center, for data and communication wiring.
- 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. Because some of these solutions are expensive, additional options are being solicited to make sure the chosen solution is the best available for the Tribe.
- The IT Department working with the Dental Department to procure and install a new digital xray system. The new equipment has arrived, and the control software is being tested before being deployed to the dental clinics
- The process to convert the Karuk Electronic Dental Records (EDR) to the version managed by IHS has been installed and is being tested. Tests are complete, and the transition is scheduled for February 27 and 28. The new EDR will allow data transfer between the Dental electronic system and the RPMS database, which will speed up the work flow and remove double data entry for our dental staff.
- On December 15 Siskiyou Telephone's grant application to the California Advances Services
 Fund was approved. Siskiyou Telephone will use the grant to install fiber optic cable along
 highway 96 from Happy Camp to Somes Bar. Jim Lowers, president of Siskiyou Telephone,
 asked me to pass on his thanks to the Karuk Tribal Council for supporting the application. His
 email is attached.
- At the end of 2015, California Public Utility Commissioner Catherine Sandoval stepped down from her post. She wrote a letter to the Karuk Tribe before she left, expressing her thanks for

the Tribe's efforts working with her and the CPUC. Commissioner Sandoval has been a great advocate for the Karuk Tribe's broadband efforts on both the state and federal level. Her letter is attached.

Project Title: Áan Chúuphan Internet Service in Orleans

Áan Chúuphan Business status as of February 16:

- 9 anchor institutions are receiving complementary service through the USDA grant
- 113 active customers
- 97 customers have internet access installed
- 16 customers are awaiting radio improvements to receive service

Expenditure/ Progress Chart - Áan Chúuphan Budget February 16, 2017

Program	Code	Income	Expenses	Balance	% Expended
Áan Chúuphan	2661-00	\$81,950.14	\$62,399.85	\$19,550.29	76.14%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2016 to 9/30/2017	12	4.5	7.5	38%	Z
Comments:					
This budget reflects the broadband business operations in Orleans.					

Expenditure/ Progress Chart – USDA Community Connect Grant

			Expensed		%
Program	Code	Total Budget	to date	Balance	Expended
USDA RUS	2061-00	\$1,141,870.00	\$964,640.71	\$177,229.29	84.48%
	Total	Month # for	# Months	%	Extension
Term Dates	Months	report period	Remaining	Completed.	Option Y/N
10/24/2011-					
10/24/2017	72	64	8	88.8%	N
Progress			Fiscal		
Report Due		Date	Report Due		Date
Date	Completed?	Completed.	Date	Completed?	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 Orleans Community Services District has installed an auto-start generator at the water tank in Orleans. A battery backup system has been installed at this location to prevent outages during the brief period when power first goes out and the generator is warming up. This part of the construction is now complete.

- Some of the customers near Shivshaneen Ln. have reported difficulty connecting to Áan Chúuphan. We have equipment ready to install a repeater in that neighborhood to improve service and connect additional subscribers. We will complete this in the next significant break in the weather.
- Several clients connected to the main radio at the Orleans tower have reported connection problems, specifically high latency and trouble with sustained connections. A new radio was installed on the Orleans tower on January 30, and subscribers are being moved to the new radio. We are still waiting to see if subscribers are seeing better connectivity after this change.

Reimbursement Status:

- \$964,640.71 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, 2017.

Project Title: Klamath River Rural Broadband Initiative (KRRBI)

Project Management Services:

- 4th quarter progress report was submitted on January 25, 2017. This report was late due to weather related problems, but the grant agency accepted it.
- 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. Marashlian & Donahue have begun work on the CPCN application.
- A new budget is being drafted for review by the CPUC to address changes in the scope of KRRBI. This budget will be sent through the grant review process before coming to the council.

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.
- A proposal was submitted on April 26, 2016 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, 2016. 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 has been submitted as is awaiting processing.

Cultural Review:

- Karuk Tribe THPO is completing some additional cultural review due to changes in the project.
 This work is nearly complete
- 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 have determined that PG&E
 will not grant us a right-of-way for an amount within our project budget.
- Wireless engineering primarily consists of distribution for the town of Orick. One location is now the preferred tower site, due to Humboldt County permitting requirements. A reasonable offer for a permanent easement on the property is being prepared.

<u>Expenditure/ Progress Chart – KRRBI – California Advanced Services Fund (CASF)</u>

_			Expensed		_ %
Program	Code	Total Budget	to date	Balance	Expended
KRRBI - CASF	6661-00	\$6,602,422.00	\$445,061.74	\$6,157,360.26	6.74%
	Total	Month # for	# Months	%	Extension
Term Dates	Months	report period	Remaining	Completed.	Option Y/N
10/17/2013-					
10/17/2019	72	39	33	54.2%	Y
Progress					
Report Due		Date	Fiscal		Date
Date	Completed?	Completed.	Report Due	Completed?	Completed.
	-	-	At 25%	-	•
01/10/2017	Yes		Expended	No	
0					

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 January 2017 billing period
- Travel Report for FCC
- Letter from retiring CPUC Commissioner Catherine Sandoval
- Jim Lowers Siskiyou Telephone Thank You Email



KARUK TRIBE

Overview of lines

User name: Eric Cutright

Structure name: Default; Location: Default

36,413 / 38,458 Total minutes used

Date from: Jan-17 Date to: Jan-17

Summary by wireless number

Wireless number	Billing cycle date	User name	Minutes	Total allowance minutes	Data usage
530-598-4615	01/18/2017	ANN ESCOBAR	2,092	400	5,877,336.00K
530-598-9992	01/18/2017	LESLIE MOORE	1,832	400	818,561.00KB
530-598-6829	01/18/2017	TANYA BUSBY	1,450	400	2,917,016.00K
530-598-3414	01/18/2017	SUSAN CORUM	1,399	400	*
530-598-8006	01/18/2017	ERIC CUTRIGHT	1,216	400	133,337.00KB
530-643-6292	01/18/2017	KELLY WORCESTER	1,184	400	669,151.00KB
530-598-8745	01/18/2017	MIKE TIRATERRA	1,131	400	293.00KB
530-643-0799	01/18/2017	CAROL THOM	1,110	400	
530-598-7940	01/18/2017	LESTER ALFORD	1,107	400	*
530-643-2625	01/18/2017	RUSSELL ATTEBERY	1,049	400	317,575.00KB
530-598-8628	01/18/2017	DANIEL GOODWIN	985	400	262.00KB
530-643-2565	01/18/2017	ANNIE SMITH	975	400	845,445.00KB
530-598-7067	01/18/2017	LISA AUBREY	941	0	
530-598-8944	01/18/2017	BARRY HOCKADAY	868	400	
530-643-1415	01/18/2017	RANDY WHITE	841	400	153,852.00KB
530-598-2248	01/18/2017	APRIL ATTEBURY	822	400	452,036.00KB
Total			36,413	38,458	

1 of 8 2/16/2017 6:50 PM

From: Jim Lowers < j.lowers@siskiyoutelephone.com>

Sent: Monday, December 19, 2016 3:31 PM

To: Eric Cutright

Subject: Siskiyou Telephone CASF Grant

Hi, Eric –

I am writing to thank both you and the Tribal Council for taking the time to write in support of Siskiyou Telephone's CASF grant to complete the fiber route between Happy Camp and Somes Bar. The grant was approved last Thursday, and I am certain that Tribal support for the project was key to its approval.

Our plan is to work on permit acquisition starting immediately and, with luck, begin construction in the spring of 2018. Construction should be completed during the fourth quarter of 2019.

I'm sure Michael Bray of our office will give you periodic updates as things progress, but feel free to call me at any time as well. Thanks again for your support.

Sincerely,

Jim Lowers President 530-467-6171



PUBLIC UTILITIES COMMISSION

STATE OF CALIFORNIA 505 VAN NESS AVENUE SAN FRANCISCO, CALIFORNIA 94102

CATHERINE J.K. SANDOVAL COMMISSIONER

TEL: (415) 703-3700 Fax: (415) 703-3352

December 30, 2016

Mr. Russell Attebery, Chairman, Karuk Tribe 64236 Second Avenue, Post Office Box 1016 Happy Camp, CA 96039



Dear Chairman Attebery:

I would like to thank you and the Karuk Tribe, Council, and staff for your collaboration, leadership, and support during my term as a Commissioner of the California Public Utilities Commission. Thanks to the Karuk Tribe for hosting a CPUC Public Participation Hearing (PPH) for the proceeding to transfer Verizon, California to Frontier, and for hosting the PPHs for the CPUC's Rural Call Completion and Lifeline proceedings. Thanks for your leadership and support for work to expand and improve telephone and broadband Internet access. Attached is a speech I gave when I received the Donald H. McGannon Award from the United Church of Christ (UCC), Office of Communications. In that speech I expressed my admiration for the Karuk tribe's successful work to bring broadband Internet service to Karuk tribal lands, the Yurok reservation, and the region. Thank you for the opportunities to collaborate on these projects. As I return to my professorship at Santa Clara University I look forward to opportunities to continue our collaboration. You can reach me at:

Catherine Sandoval,
Associate Professor, Santa Clara University School of Law
500 El Camino Real,
Santa Clara, California 95050
Csandoval@scu.edu, (916) 715-1250

Many thanks for our collaborations to serve the people of the State of California and the nation. Happy New Year!

Catherine Sandoval

ath Sandaval

Commissioner

cc: Eric Cutright

Remarks of Catherine J.K. Sandoval, Commissioner, California Public Utilities Commission, Donald H. McGannon Award, United Church of Christ, October 6, 2014

Thank you so much for this award. I am deeply honored & humbled to receive the Donald H. McGannon Award from the United Church of Christ (UCC), Office of Communications. Today, we gather to celebrate the 50th Anniversary of the petition by the UCC that led to the recognition of the right of the public to participate in FCC proceedings, an important precedent and principle for public policy and democratic government. Thanks to the UCC and Dr. Everett Parker who, at the suggestion of Dr. Martin Luther King, Jr., founded the Office of Communications (OC) of the UCC. Thanks to the dedicated staff and directors of the OC Ministry including Cheryl Leanza for their ongoing work to ensure that the media serves all Americans. Special thanks to broadcasters such as Donald H. McGannon, for whom this award is named, for their dedicated service to their local communities and the public interest. Their work inspired and changed our nation and the world.

As a little girl living in East Los Angeles, the stories I saw on television about the civil rights movement and efforts to change the laws to create equal opportunities for minorities and women ignited my dreams to become a lawyer, and changed my life. My family had moved from a mobile home park in Los Angeles where the five of us lived in one trailer, up to the barrio in East LA where we got to live in an apartment. Through television, I was inspired by the contributions of lawyers such as Thurgood Marshall. At age 6, I announced that I wanted to BE a lawyer. Television and newspaper stories of the work of the Reverend Dr. Martin Luther King, the Reverend Dr. Parker, Cesar Chavez, Dolores Huerta, Los Angeles Times writer Rueben Salazar, Thurgood Marshall, and others, inspired all of us to dream big. Gracias mom and Dad for encouraging my dreams. You never said that we didn't know any lawyers, or that no one in our neighborhood was a lawyer. You focused on opportunities, not challenges and enabled my dreams.

Following my service at the Federal Communications Commission where I was the Director of the FCC's Office of Communications Business Opportunities, I was grateful for the opportunity to work in broadcasting as General Counsel of Z-Spanish Media and as a Vice-President of Entravision Communications. At the dawn of the Internet age for radio in the late 1990s and early 2000s, it was a honor to support diverse programming in Spanish, English, Vietnamese and other languages, broadcast through the Z-Spanish radio and satellite network, Internet sites, and Entravision's television

channels. Thanks to Entravision CEO Walter Ulloa, Z-Spanish founders Amador Bustos and John Bustos, and Z-Spanish Chairman of the Board, Darryl Thompson, for the opportunity to work in broadcasting. I appreciate your continued entrepreneurial work and engagement in public policy including Lifeline and proceedings that affect Internet and media access such as merger review and analysis. Your work and investment in innovation informs and inspires Americans, and is essential to our democracy and polity.

Today, as a Commissioner of the California Public Utilities Commission, a lawyer, and Law Professor, I am proud to work in the public interest. Thanks to Governor Jerry Brown for the opportunity to serve as a Commissioner of the California Public Utilities Commission. As the first Latino or Latina ever to be appointed to serve as a Commissioner at the CPUC, I am grateful to be able to make a difference for the people of California. In collaboration with my state, federal and local colleagues, and the National Association of Regulatory Utility Commissioners (NARUC), I am blessed to have the opportunity to work to foster innovative and reliable communications, energy, water, and transportation service throughout this great nation.

I am grateful to former FCC Chairman Reed Hundt and former FCC Chairman Bill Kennard, to former FCC Chief of Staff Blair Levin, to my former FCC colleagues at the Office of Communications Business Opportunities, including Karen Beverly and S. Jenell Trigg for the opportunity to work with them in the public interest at the FCC. I was privileged to work at the FCC in the early days of the Telecommunications Act of 1996, when the World Wide Web was newly available to the public. We connected schools, libraries, and rural health clinics to the Internet. Today the Internet has transformed education, research, health services, and the provision and management of critical infrastructure services such as energy, water, and communications. As a young girl, my world opened up when the bookmobile came to our East LA neighborhood. Now the Internet brings a virtual Library of Congress, an international library, the printing press, a paper route, and a broadcast platform to children and adults all over the world. The Internet enables readers to be speakers and publishers.

This semester, Santa Clara University (SCU) where I am privileged to be a faculty member at the SCU School of Law launched 1Gig per second Internet access on campus, and announced that soon 11 Gbps will be available to facilitate research and community work! This will make Santa Clara University, a Jesuit institution dedicated to developing competent, skilled, and informed leaders who act with conscience and

compassion, a world class leader in university Internet access and research. Special thanks to SCU Law Dean Lisa Kloppenberg & former Dean Don Polden, and to my faculty colleagues, the SCU staff, and students for their support and dedication to scholarship, teaching, and community service. Many thanks to: Professor Allen Hammond, Director of the Santa Clara University Broadband Institute; University of Houston Law School Dean Professor Len Baynes; Professor Carolyn Byerly, Chair of the Howard University Department of Communications, Culture, and Media Studies; Professor Anthony Varona of American University; Dr. Phil Napoli, Director of the McGannon Center at Fordham University; Professor Angela Campbell of the Georgetown Law School and Director of the Institute for Public Representation, and; to many others for their collaboration and scholarship on media access. Many thanks to the Minority Media and Telecom Council and its Executive Director David Honig for your friendship and work to improve media access and service to all American communities. Many thanks to the National Hispanic Media Council, its President and CEO Alex Nogales, and Executive Vice-President and General Counsel Jessica Gonazales for their leadership and work to advance universal, affordable, and open access to communications. Thanks to Hispanas Organized for Political Equity and their Executive Director Helen Torres for their work to promote effective leadership.

During my term as a Commissioner of the California Public Utilities Commission, I have been proud to lead the expansion of California's LifeLine program to include mobile phone service, text, and Internet access. This summer, a Spanish-speaking woman testified to the CPUC low-income oversight board that she knew that she was missing opportunities by not having a phone or Internet access, but didn't realize how much she was missing until she had a California Lifeline phone offering 1000 minutes of voice service and 200 texts per month, and a Smartphone, for free as an eligible low-income subscriber, with affordable Internet access. She expressed her gratitude for the Lifeline this Internet-enabled phone provided her to jobs, the economy, services, and her family. Using Internet-enabled databases and technology, California verifies eligibility for each applicant, protecting the program's integrity, and bringing vital services to improve people's lives and expand their opportunities. We are all better off when each of us is connected to the economy and to public safety services. Federal and state Lifeline programs are key links for our people, economy, safety, and democracy.

As a CPUC Commissioner, I've had the honor of working with several of California's Native American tribes, rural and urban communities to improve service and expand access. In April 2014 we brought the first telephone service to portions of the Yurok

reservation located northeast of Eureka, California. In June 2013, electric service was energized for the first time in parts of the Yurok reservation. This success culminated a decade-long effort to bring electric and telephone service to this beautiful part of northern California. Congratulations and special thanks to the Yurok tribe, and for the support of the CPUC, the Rural Utility Service, the U.S. Army Corp. of Engineers, PG&E, Verizon and its Western Region CEO Tim McCallion, my CPUC colleagues including Communications Division Director Ryan Dulin, my Telecom Advisor Bill Johnston, my Chief of Staff Ditas Katague, and Assistant Valerie Malliett, Humboldt, and Del Norte counties, the North Coast Broadband consortium, and many others for their sustained commitment to bring these vital services to Californians.

In May 2014, I was honored to celebrate these milestones with the Yurok tribe, and to visit with the Tynor family who told us that in the two weeks since they had a telephone, they already made a 9-1-1 call to report a brush fire. That call saved lives as it stopped a brush fire from becoming a wild fire in a place where the nearest cell phone service is a 45 minute drive. Mr. Tynor's father lives with them and, as he is blind, he uses the telephone to call a service called "Tell Me" to read him the news and dialogue from television shows. It is fitting that at this gathering in the Newseum, we celebrate this work that increases access to the news. The Tynor children and other members of the tribe are excited to have Internet access that while dial-up speed now, soon will be broadband speed. Through a California Advanced Services Fund Grant from the CPUC to the Yurok and neighboring Karuk Tribes, local leaders are collaborating to build broadband Internet facilities that will serve the Yurok reservation, Karuk tribal lands, and nearby communities. Thanks to the Yurok tribe and Council and its Chairman Thomas O'Rourke, and to the Karuk tribe and Council and its Chairman Russell "Buster" Attebery for your leadership and commitment to service. Thanks to the Yurok and Karuk Tribes and councils, and the Yurok Tribe Information Technology (IT) Director Paul Romero, Karuk Tribe IT Director Eric Cutright, Forest James and Penny Eckert, consultants for the Klamath River Broadband Initiative, the CPUC, the California Legislature, and the California Emerging Technology Fund, and its Executive Director, Sunne Wrigt McPeak, and the CETF Board and staff, planning and construction is under way to expand and improve Internet access. This Friday, I'm returning to the Yurok reservation to continue our collaboration to bring electricity and telephone service to the last third of the reservation.

Thanks to Traci Stanhoff, President of the American Indian Chamber of Commerce of California, and to the Board Members and supporters of the Chamber, for their work to

create business opportunities and bring critical infrastructure to Native Americans living on reservations and in urban areas. It was an honor to work with Traci and the Chamber to organize the first Native American Infrastructure Summit in California, and we look forward to future consultation, collaboration, and success.

I'm also inspired by the initiative of the Hoopa Valley Tribe in Hoopa, California to use the Internet for learning and cultural enhancement. Hoopa Tribe youth leaders organized Hoopa children to use the X-box to create video games featuring avatars they designed to speak the Hoopa language, dress in Hoopa costumes, do Hoopa dances, and play Hoopa games through the Internet. These young creators are learning valuable technology skills while preserving the Hoopa language and culture in a new way. In my testimony last month on the Open Internet proceeding at the forum convened by Congresswoman Matsui, I highlighted the Hoopa video game project as an innovative use of broadband where Hoopa children are edge providers. They are content creators without external editors, and their work enriches and informs all of us. The entire tribe stays off the Internet when the youth are working on the Hoopa avatar project due to bandwidth constraints on the reservation. I appreciate the opportunity to consult and work with the Hoopa Tribe to expand broadband Internet access to the tribe and throughout the region. Congratulations and thanks to the Hoopa Valley Tribe for your consultation and path-breaking leadership and innovation.

Thanks to former FCC Chairman Genachowski for the opportunity to serve on the Federal State Joint Conference on Advanced Services, and to work to expand Internet access throughout America. Thanks to FCC Chairman Wheeler and FCC Commissioners Clyburnn, Rosenworcel, Pai, and O'Reily, and the dedicated FCC staff for their leadership and commitment to innovative services in the public interest.

Thanks to the public for participating in FCC and state utility commission proceedings. Public participation in federal and state proceedings through email, e-comments, letter, or attendance at public participation hearings, is critical to public policy and democracy. Respect for the public we serve was at the heart of the UCC vs. FCC cases that established the right of the public to participate in FCC proceedings, and that we celebrate through state and federal rulemakings that incorporate public participation.

In closing, special thanks to my husband Steve Smith, my sisters Barbara Sandoval, and Anna Lugo, my niece, Carolina Lugo, my step-children Kristina and Hanna, and my parents, familia, friends, colleagues at Santa Clara University, and students. Thanks to my colleagues at the California Public Utilities Commission for their dedicated work

and our collaboration to ensure that Californians have safe, reliable, and affordable utility services that foster innovation and improve our environment.

Thanks to the United Church of Christ Office of Communications for this honor and for your work. I look forward to continuing to work with you to improve access to communications services, enable dreams, and empower this great nation. Gracias

Eric Cutright
Travel Report

FCC Tribal Broadband, Telecom, and Broadcast Training and Consultation Workshop in Tuolumne, California, January 31-February 2, 2017

In 2010 the Federal Communications Commission, or FCC, established the Office of Native Affairs and Policy, or ONAP, in order to help improve the level of broadband, telecommunications, and broadcast deployment throughout Indian country. Since it began ONAP has hosted trainings and workshops across the nation, always on tribal land. This workshop featured information about how the FCC may be changing under the new congress and president, and discussed changes to some of the long term programs available to Tribes.

The FCC's primary function is to create regulations governing communications in the United States. All FCC regulations are first presented to the public as draft resolutions, upon which public comments are invited. If any council members are interested in following these rulemakings and making comments, I am happy to assist you with the process. If I notice any proceedings that I think require comments by the Karuk Tribe, I will present them to the council.

At this workshop I was asked to present an update on the Karuk Broadband projects, which I gave to all attendees in the session about running a Tribal Telecommunications Company. I attended sessions that discussed spectrum licensing, USDA broadband programs, Tribal Radio Broadcast stations, and access to the universal service fund. The universal service fund is a subsidy fund with 4 programs: The Connect America Fund, the Rural Healthcare Fund, the Lifeline Program, and the Schools & Libraries program.

The Connect America Fund is a subsidy to phone companies to provide broadband to rural areas. In order to qualify for the fund, a phone company must register with FCC and meet some very demanding reporting requirements. Unfortunately, Frontier Telephone and Siskiyou Telephone have already received Connect America Funding for Orleans and Happy Camp, so I do not believe the connect America Fund will be useful for the Karuk Tribe.

The Karuk Tribe already receives funds through the Rural Healthcare and the E-R Schools & Libraries program. The California Telehealth Network, or CTN, receives the Rural Healthcare funds on behalf of the Karuk Tribe, and negotiates discounts with our providers in order to give us low-cost internet connections. The Schools and Libraries program currently subsidizes the Karuk's internet connection to Orleans Elementary School. If the Karuk Libraries or the Karuk Head Start Programs are interesting in applying for these funds for broadband equipment or service, please let me know, and I can assist with the application.

If the Karuk Tribe is interested starting a broadcast radio station, the FCC has a program called Tribal Priority which gives tribes a fast track to providing radio, if the radio station primarily covers Tribal land. Although Karuk Tribal land is not shaped contiguously in a reservation, I believe Tribal Priority could be used for Karuk. Tribal Priority does not decrease the cost of running a radio station, but it does make applying for the radio license a much simpler and faster process. Many current tribal radio stations provide programming in native languages, weather reports, and important information during emergency situations such as floods and fires.

Karuk Tribe Council Report

From: Laura Mayton

Meeting Date: February 23, 2017

Location: Happy Camp

ACTION ITEMS

I have one action item. I am requesting approval from the Tribal Council to auction off vehicles and other items on the attached list. Once approved, Tamara will send notices including pictures to all Tribal offices. Unless the Council wishes to do something different, bidding will be open to Tribal members, descendants and employees. Not included on the list are some 500 gallon water tanks owned by the Tribe. Does the Council wish to include these on the list?

CASINO PROJECT

Unfortunately, construction of the Rain Rock Casino has been hampered by weather. The number of days the project has been delayed due to rain and snow stands at 25 and continues to increase. The project team is working to make this time as productive as possible by completing outstanding items that do not depend on the weather.

The casino and parking lot site work is only a couple of feet from grade. This work will be completed and a Hilfiker Retaining Wall will be installed as soon as the weather permits.

The yellow house turned out nice and was furnished within budget.

The Tribe processed the 3rd pay application since closing the project. The total borrowed to date for this project is \$5.1 million.

GRANT WRITER

I am happy to report that Trista Parry has been hired as a grant writer for the Karuk Tribe. Trista Parry has many years of relevant experience which will serve the Tribe well. She will begin work on February 20th. If anyone needs assistance with a grant proposal, please contact her at extension 2021.

FISCAL YEAR 2016 AUDIT REPORT

The Karuk Tribe's fiscal year 2016 audit report should be complete by the end of February. The Karuk Tribe, KTHA, and KCDC will all receive good audit opinions and no findings. We will continue to be classified as a low risk auditee.

EMPLOYEE EVALUATIONS

I plan to complete employee evaluations for the accounting department staff in the next month or so. I complete the evaluations after the audit each year.

Sara Spence

Executive Director Council Meeting Report February 23, 2017

The past month has been spent clearing up various items that have been carried forward from September when staffing started to change; things seem to be moving forward well. I will continue as Interim Executive Director until the position is filled.

We held a KTHA Manager's Meeting this week to discuss upcoming deadlines future meetings and individual presentations for the IHP Planning Session in April. There will be some additional pre-planning at the staff and BOC level ahead of the sessions so that the information about proposed projects and funding needs are more defined at the session.

The Quarterly Tribal Council / BOC Meeting is scheduled for Monday, February 27 at 1pm at Headway.

Native Learning Center Training:

The training scheduled for Monday, February 13 had to be cancelled due to a matter causing the presenter to be unable to travel for an indefinite period of time. He offered a webinar but that was declined since it is not the same experience for the participants to gain as much as possible from the session. This training was free so we cannot really argue with them. They are trying to find a presenter on the West Coast to cover this for us but finding another date that works will be a challenge.

Finance:

Gustavo Gonzalez started on February 6 as the Chief Finance Officer for KTHA. He spent his first two weeks working directly with our fee accountant, Kathy Arata-Ward, on his transition into the position. Jeri Bartow is also still available for phone / email consultation should he need additional information. He is settling in nicely and shows fantastic potential to be a long term fit with our team.

The FY2016 audit was clean with unmodified status which appears to actually be better than unqualified as it means there were no adjustments necessary to the financial statements! This is great news as it allows us to draw down and invest our IHBG funds each year.

The FY2016 APR was received and is in compliance. The updated LOCCS forms have been submitted to HUD to reinstate Ann, add me, and delete Erin and Bill for our drawdowns once the funding is available.

Comstock Transitional Housing Unit

Agreement 17-A-05 was approved by the BOC with the Karuk Tribe Transitional Housing Program, KTHA, and Siskiyou Domestic Violence & Crisis Center. April is seeking continued funding for her program and they require an agreement between all parties with KTHA continuing to provide the unit, under the same terms as currently exist. We will also participate in quarterly meetings with them to maintain communication.

Yreka NAHASDA Cooperative Agreement Amendment:

Ed Goodman drafted a one page amendment retaining all provisions of the original agreement to add our last 12 LIHTC units. We heard from Steven Baker on December 29 that they were reviewing it to determine if they had any questions and then they would get back to us. Once their review is complete, it will be submitted to the Tribal Council for final approval. I will be reaching out again to see if we can set up a time to discuss it.

Upper Itroop Road:

The Transportation program is working on a plan to repair the slip out that is occurring where the previous repair was made several years ago. She has identified emergency funds that can facilitate an emergency alternate route down the back side of the hill in the event of an emergency, and when necessary for the repairs. I appreciate her rapid response as the damage has the potential to be rather severe. Security and Maintenance continue to monitor for dangerous conditions. Randy has notified the tenants should there be an emergency he can evacuate them with the UTV.

Karuk Homes I:

The project continues to move forward, there have been many weather delays. Doug and Lauren are staying on top of the contractor to ensure that items identified during weekly visits are addressed appropriately. I was able to confirm with Lauren that if some units fall behind on the delivery schedule but are caught up before the Developer Fee comes due, it will balance out without financial penalties since nothing is assessed until the END of the project which is great.

NAIHC Legislative Conference:

I, Jody Waddell, Robert Super, and Teresa Valin will be traveling to DC for the conference and to meet with our congressional representatives March 6-8.

Annual O-Link Negotiations

The annual meeting for the eleven Housing programs that participate in this agreement will meet on May 11, 2017 in Yreka. We are co-hosting this year's meeting with the Siletz.

HUD Tribal Intergovernmental Advisory Committee Nomination

The nomination of Joseph Waddell to this committee was approved by the Tribal Council on February 2. The required documents have been uploaded to the website ahead of the February 21 deadline.

Essential Families:

Policy language is required to meet the HUD requirement for this type of assistance. We have guidance from our HUD Specialist to aide in drafting and I have pulled language from other Tribal Housing Authorities as well.

Fee to Trust:

The Fee to Trust applications continue to go into BIA. The environmental reviews for those properties continue to move forward and are nearly complete. The last batch of resolutions approved were forwarded to the consultants. Thank you for getting those through each month as they are ready.

Orleans Water:

When I pulled the Orleans Water Feasibility Study that was prepared by LACO so that it could be shared with Orleans Community Services District it was determined that we still only had a DRAFT version. When I contacted Paul Gregson to follow-up on that, I was informed he no longer worked there. Our project has been transferred to Becky Dower and Rodney Wilburn for completion. I was able to gather additional information from OCSD in that process to ensure that all current information is incorporated.

Our attorneys have been navigating through the Tribal Water Rights transferred through the Delaney Settlement and how that fits into the Orleans Mutual Water Company system to determine the best approach that would allow for housing construction in Orleans and stabilization and enhancement to the services for the Tribal Members on that system.

Retirement Plan Conversion:

The Karuk Tribe Housing Authority recently had to dissolve the SARSEP-IRA retirement plan provided for the employees as we outgrew the plan with over 25 eligible employees. We are transitioning to a non-ERISA Governmental 401(k) plan that will allow us to retain all eligibility guidelines currently in place. That plan should be up and running in March.

Construction Projects/RFPs:

Project	Bids Due	Results / Status	Notes
Rice Lane Home Replacement	12/29 Round One	One Bid	Awarded.
	1/26 Round Two		
Happy Camp Resident Center	2/2	Five Bids	All bids were substantially over budget
			so the plans for that facility will require
			revisions, additional funding, or a
			different approach. One suggestion was
			KTHA serving as the General. Doug is
			working on cost estimate scenarios.

Desavado Home Relocation	1/6 Round One	Open	We have one bid and are attempting to
	2/3 Round Two		obtain one more for comparison.

Contracts Issued:

Agreements Issued:

17-A-05	Comstock Domestic Violence Shelter	

Environmental Reviews:

Fee to Trust Parcel Conversions In p.	process.
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Human Resources:

Tribal HR has advised that going forward application screenings will be held every Monday. KTHA will try to work with that since our meetings are always on Mondays. When they are in Happy Camp we can screen if we are in and out before the meeting begins at 10am. When our meetings are in Yreka or Orleans we will have to request Tuesday screenings.

	Vacancy	Posting	
Position	Posted On	Closed On	Status
Construction Crew Lead Carpenter	11/8	Open until filled.	James Bearchild started 1/19
Tenant Relations Officer Yreka	11/23	12/2	Rita Thom started 1/30
Maintenance Engineer Yreka	11/23	12/2	Mark Werder started 1/30
Chief Finance Officer	5/26	Open until filled.	Gustavo Gonzalez started 2/6
Construction Crew Member II	8/1	Open until filled.	Steve Williams started 2/20
Building Inspector / Maintenance	9/6	Open until filled.	One application pending screening 2/20
Supervisor			
Executive Director	2/16	Open until filled.	Sara Spence, Interim Executive Director
Executive Assistant	1/27	2/9	Posting rescinded.

TERO Director Report – February 2017

Program	Total Budget	Expended to Date	Balance	% Expended
TERO	72,243.00	20,878.46	51,364.54	28.90%

Casino Project

On February 13th I met with Brenda Sanchez of ROI to talk about TERO's role in the recruitment and hiring process for our casino. It was a good meeting and TERO is looking forward to working on this project.

I continue to receive calls from potential vendors. I will be making a list of these contacts and forwarding them to Brenda. A tentative timeline was discussed and potential times for a job fair. One thing talked about was should we have a job fair for just tribal folks and one for others or one all-inclusive job fair? At some point both natives and non-natives will become co-workers so it was a thought not to separate. Comments?

Caltrans Update

Our next Pilot Project meeting is scheduled for February 27th in Willow Creek. We are slowly progressing with this pilot project. We are still working on the draft MOU.

I will be leading a group conversation with some TERO tribes for input on the statewide TERO Guidance document that is being updated. Comments are due the 28th. There are some jurisdictional concerns that need to be addressed. Our next meeting has not been scheduled.

EEOC Contract

I have completed the required reports to secure funding for next fiscal year. I have not yet received feedback on the submitted reports. Once we draw down funding for the last contract period, we may be able to utilize some of those funds for training casino staff.

TERO Assistant

The TERO Assistant position has been advertised for a couple of weeks. The TERO Commission will be screening the applications at the next TERO meeting on February 20th.

Cultural Monitor Training/ Refresher

Cultural Monitor training will be held in Orleans on February 21 and 22. I spoke with the Hupa TERO and they will be sending some folks to attend the training. They will be able to be certified but not necessarily dispatched in Karuk territory. TERO is paying for the food for this training. The THPO (Alex) will also be giving Heritage Consultant class on February 23rd.

Fire Line Safety Class for Vendors

This class will be held March 7th at the gym for those who want to vendor or contract with the forest service fire camps. This class will cost 75.00 per person and is required training to be able to be a vendor. (White card)

Looking Ahead

Some things that need attention and updating are:

The WPA – aligning policy, updates

Karuk Sales Tax Ordinance - this severely needs updating.

<u>Tribal Wage Rates/Ordinance</u> – the rates need adjusting for current cost of living allowances.

Child Care

Fiscal Year	Total Budget	Expended to Date	Balance	% Expended	# of Families Served
CCDF FY 16	72,801.16	14,396.20	58,404.96	19%	5
CCDF FY 17	117,233.00	0	0	0	0

Child Care Summary

No new news on what the new Administration will be doing for Child Care beyond the "push" for more collaboration between Head Start and Child Care and TANF.

Child Care National

There is a lot of change coming in the child care world nationally. We received word that our Region IX Child Care Program Specialist will be retiring at the end of April. This will be a sad day and a new beginning for all the Tribes in Region IX. As mentioned in last month's report, Tribes have received a new Technical Assistance provider so this adds another element of change and the unknown. The first national webinar was cancelled and we received word that Regional meetings have also been postponed as the new TA providers develop training curriculum for Tribes. I asked about tribal consultation in the development of the training curriculum but did not get a direct answer. I feel it is now more important than ever to be engaged at the national level providing input and conversation in consultation

Child Care State

Our Tribal Child Care Association of California (TCCAC) meeting was cancelled due to the Oroville Damn crisis. It was felt that too many Tribes and individuals were affected by the evacuations. We will most likely resume with our regularly scheduled quarterly meetings with our next TCCAC meeting scheduled for April at the IHS building in Sacramento.

Child Care Local

I submitted our end of the year report and will provide a summary of the program at the Council meeting.

Summer Food Program

We will be meeting on February 21st for the first planning meeting for the Summer Food Program. Due to some staff changes, we are in need to identify positions that need to be filled in order to administer the program.

I received a call from the Yreka Library and they are very interested in having a summer food program whether it is through us or by being their own sponsor. I committed to being a resource for the Library as they come closer to a decision

regarding how they want to participate. It could be that our Yreka meal site will prepare sack lunches to be transported to the library. We will be researching how they might serve hot meals also. This is a great opportunity to collaborate with our non-tribal county partners and demonstrate our leadership to the community.

We still need to identify which job description we should put "coordinate the summer food program" into. It would be wise for us to do so. It would not be good to not have the program just because key staff has changed and no one is named as responsible to coordinate the program.

TANF will be coordinating the Summer Food Program for the Orleans district outside of the Fed/State program that we will be administering in Happy Camp and Yreka.

Yav Kuma Itapan – Math/Science Camp

It remains to be seen as to whether we will be able to hold the camp this year in the same manner as previous years. There appears to be a need for it to evolve. It was talked about having weekly Math and Science days instead of one week in the summer. The need is great to get our youth engaged in these academics and we know our youth need math and science the most. I will be working on new ideas and getting input before we make a plan for this year.

Respectfully Submitted by,

Dion Wood

Budget Overview

Grant	Total Budget	Expended to Date	Balance	% Expended
BIA	61,200.00	4,993.79	56,206.21	8.16%
NYCP	117,953.00	31,763.82	86,189.18	26.93%

Education Department Updates:

Academic and College Advising

- Education Program Coordinator (EPC) met with Steve VanErt, HC High School Principal and Kevin Triance, HC Union Elementary Superintendent to discuss 8th grade Social Promotion and develop ideas for students' success. Discussed Summer school, Saturday classes, and tutoring services.
- EPC met with Marie, Yreka High School Principal to discuss filling in as SSC and getting access to AERIES (Student Database). Discussed upcoming conferences and events for students.
 Marie will continue to provide an office to meet with students individually and Classroom 1 for advisory period on Thursday's.
- EPC met with Florrine Super to discuss collaboration for student activities and upcoming
 events in Yreka at KHCCC. Upcoming conferences include the AISES conference at Humboldt
 State, March 29-31, 2017. It was discussed as this being the student field trip for the YHS
 Language Program. While in the area, would like to include a tour of the College of the
 Redwoods.
- EPC has returned phone calls/emails to students and parents, who need additional scholarship information and assistance.

• Higher Education Grant/Scholarships

- o Higher Education Grant Awards for Karuk Enrolled Members-
 - It was advertised on <u>www.karuk.us</u> and <u>www.karukeducation.us</u> that the Karuk Education Department was accepting applications for Half-Year Grant awards for those who missed the Fall application deadline. The deadline was February 10, 2017 and no applications were received.
 - Counselors and parents did call for High School Seniors. I informed them, we plan to post the 2017-2018 application in March/April with a deadline for August. I referred the individuals to the www.karukeducation.us to view additional scholarships. I also offered assistance, if needed. I did ask for the graduating seniors' full name, school attending, and graduation date to mail a Karuk Tribal Stole once they are received.

Tutors

- The Semi-Annual Tutor Meeting has been rescheduled to February 20, 2017 from 10AM-2PM. Phone calls were made to the tutors and individual invitations mailed.
- An extended invitation has been made to TANF to attend the training to discuss and answer questions regarding timesheets and program requirements.

• Karuk Youth Leadership Council (KYLC)

- KYLC Co-Council Meeting was held February 13th from 12PM-3PM at the Yreka Wellness Center. 13 students attended the meeting with all HCHS and YHS KYLC Officers present. Round Table pizza, salad, and soda were provided.
 - Co-Council discussed the Bi-laws and approved changes made.
 - Co-Council decided their Community Project would be a Basketball Clinic for a day in Happy Camp and Yreka during Spring Break in April for youth K-8th grade.
 - Co-Council would like to host a Co-Ed Softball Tournament in Happy Camp for ages 16 and older. Those under 18 will be required to sign a waiver. The students plan to have a concession stand during the tournament consisting of Popcorn, Otter pops, Hot Dogs, Hamburgers, Nachos, Drinks, Candy, Sunflower Seeds and Muffins. Sal Tello will be contacted for available dates in May.
 - Plans for the Year: Students discussed ideas to visit San Francisco, Southern California, or attend the UNITY Conference in Colorado for their end of the year trip. Will need to include education component such as museums, college tours, etc. Possibly visit other Tribes along the way. Students will come back with ideas and suggestions at the next Co-Council meeting to vote on.

Education Committee Meeting

- The meeting scheduled for February 15 from 1:30PM-3:30PM at the Happy Camp Admin Fishbowl had 7 attendees and 1 on Conference Call. Snacks were provided. Lisa and Bari from Pikyav Field Institute, Kevin Triance, Happy Camp Union Elementary School Superintendent, and Darryl McBride, Youth Wellness Compliance Officer were attending guests.
 - The Happy Camp Union Elementary School's Annual Impact Aid report to Tribes 2016-2017 was shared at the meeting. A parent/community survey for the Local Control Accountability Program (LCAP) was asked to be filled out by those in attendance. Summer School was discussed as an option for students to increase Math/Reading Skills, if funding becomes available.
 - Program Reports were provided.
- Next Education Committee Meeting is scheduled for March 15 from 1:30PM-3:30PM.
 However, this day does conflict with the upcoming Yav Pa Anav Strategic Planning Meeting.
 There is a question whether to keep the day and time, reschedule or cancel March meeting.

Happy Camp and Orleans Updates:

Academic and College Advising

- SSC is continually working with Happy Camp High School students on college applications, fee waivers, Individual Academic Plans, grades and scholarships.
- Approximately 25% of Individual Academic Plans are completed, with list from HCHS can now resume.
- Career and College Readiness Curriculum for 6th-8th grade students at Orleans, Junction and Happy Camp Elementary Schools will be starting later this month.

Karuk Education Consent Forms

- Happy Camp High School- 39 collected
- o Happy Camp Elementary School- 30 collected; collecting more from the 5th-8th grade classroom
- o Orleans Elementary School- Collecting from the 5th-8th grade classroom
- o Junction Elementary School- Collecting from the 6th-8th grade classroom

Tutors

- Happy Camp High School- Currently 2 tutors in place
- Happy Camp Elementary School- Lost tutor to Junction Elementary due to offer of ability to work full 20 hours.
- o Junction Elementary School- Currently 1 tutor in place
- Orleans Elementary School- Currently 1 tutor in place

• Karuk Youth Leadership Council (KYLC)

- o Happy Camp KYLC Meeting will be held on February 17 from 12:30PM-1:30PM at HCHS.
 - The students are planning an Elder's Dinner and Wood Raffle; Big Money Bingo to be determined.
- o Plan to meet/recruit Orleans Representatives at the Orleans College Preparedness Night.

• Title VII/Indian Parent Committee Meetings

- o Happy Camp Elementary School is scheduled for February 21st at 4:00PM.
- o Happy Camp High School is scheduled for February 23rd at 5:30PM.

College and Major of the Week

- Posted on bulletin board at Happy Camp Computer Center with current Scholarship
 Opportunities.
- Currently Humboldt State is being highlighted

Karuk Education Department Website, Monthly Activity/Event Calendar and Scholarship Bulletin

- Added a new page for Photo Gallery, which displays events and activities in all communities.
- Added a new page for Internships/Summer Opportunities. Displays internships, jobs, and summer programs for college and high school students.

Family Movie Nights

- o Happy Camp- February 24th including Karuk Education Open House.
- o Orleans- February 10th included the Karuk Education Open House.
 - 19 Participants attended the event.

• College Preparedness Night

- o Orleans community requested
- o Rescheduled for February 20th from 5:15PM-6:30PM at DNR.

Yreka Updates:

• Academic and College Advising

- o The SSC has resigned, so Education Program Coordinator will fill in until the position is filled.
- EPC has attended the advisory period, Thursday, February 9 from 1:30PM-2:30PM to inform students of SSC's resignation. Discussed upcoming Co-Council Meeting to be rescheduled to February 13 from February 12, since it was a holiday for the high schools. The students

agreed for the change of date and location for the meeting to be moved to the Yreka Wellness Center for transportation purposes. Discussed with students upcoming movie night ideas, fundraisers, and conferences.

- Obtained grades and attendance for students who plan to attend the UCLA Conference/
 Basketball Tournament at the end of March. There are students who are failing classes and need to set up tutoring services and complete an Individual Academic Plan.
- Approximately 0% of Individual Academic Plans are completed. EPC plans to start meeting with students.

• Karuk Education Consent Forms

o Yreka High School- 16 collected

Tutors

- Yreka Computer Center- Currently 2 tutor in place. One tutor reports to the Computer Resource Center after school. One tutor is taking personal leave, so her students will work with the other tutor at the computer center.
- TBD- 2 tutors' contracts have been approved for tutoring. However, the tutors were offered full-time positions elsewhere.

• Karuk Youth Leadership Council (KYLC)

- o Yreka KYLC Meeting was held on January 26th at 1:30PM-2:30PM.
- Afterschool on January 26th, the Yreka KYLC Officers attended the Karuk Tribal Council Meeting in Yreka for introductions.

Title VII/Native American Parent Committee Regular Meeting

- Yreka Elementary Schools was scheduled for January 25th at 5:30PM. Discussed the need for more tutors and tutors who can work with children with special needs.
- o Yreka High School is scheduled for March 2nd at 3:30PM at the Yreka High School.

Family Movie Nights

o Yreka- February 18th from 6:00PM-8:00PM at the Yreka Wellness Center.

Events

Karaoke/Board game night is scheduled for February 24 at KHCCC from 3:30PM-5:30PM.

Yreka KYLC Fundraiser

KYLC students plan to run concessions at the family movie night and will be selling soda,
 pop, and hotdogs.



Respectfully Submitted,

Rose Butterfly

KCDC Council Report 2/23/2017

Amkuuf – The Amkuuf Shop continues to operate smoothly with no interruptions with supplies. We will be adding 2 new brands of cigarettes, Herons and Sands, from Diamond Mountain Distributing which is a Susanville Indian Rancheria Corporation (SIRCO) business based in Herlong, CA. Our goal is to become a distributor for SIRCO for the Northern California area.

Computer Centers – The computer center had 66 users for a total of 170 visits in the month of January. This number is down from December due to inclement weather and power outages. We had a community member complete their online education for a Bachelor of Arts degree in Liberal Arts through Simpson College. We have another higher education student that is able to do their mid-terms and final exams for Southern Oregon University at the computer center with our Workforce Developer instead of having to drive to Ashland.

Frank has been working with the Siskiyou Training and Employment Program (STEP) out of Weed and they will be participating in the job development classes that the Computer Center and TANF have been coordinating on. As of right now they will be doing the resume and interview portion of the training for TANF clients.

Head Start – We recently received word that our Head Start Specialist WJ Strickland, is retiring and his last day will be February 28, 2017. We had a conference call to "meet" our new Specialist Donald Wyatt. We are looking forward to meeting him in person and working with him for our Head Start program.

C Store – This project is on hold as per Council.

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. I have contacted the department and Rebecca is checking with the project monitor and will be getting back to me on when the funding will be released.

Action Items – Head Start Policies/Procedures: Center-Based Staff-Child Ratio, Group Size &

Teacher/Classroom Assistant Qualifications

In-Kind

Eligibility, Recruitment, Selection

Job Description:

Chief Financial Officer Workforce Developer

Respectfully submitted by Economic Developer/Operations Manager, Karen Derry



Karuk Head Start



Policy: Center-Based Staff-Child Ratio, Group Size & Teacher/Classroom Assistant Qualifications Policy and Procedure

Performance Standard §1302.21, §1302.91(2)(i), (3), 648A(a)(2)(B)(ii)

The Karuk Head Start will maintain appropriate staff-child ratios during all hours of program operations at the Happy Camp and Yreka Karuk Head Start Centers. Both Centers will have a fully qualified teacher and a fully qualified assistant teacher in the classroom at all times. In the event that the appropriate staff-child ratios are not maintained and qualified staff is not in the classroom, the Happy Camp and Yreka Centers will not operate.

Procedure:

- A class that serves a majority of children who are three-years old shall have no more than 17 children with one qualified teacher and one qualified teaching assistant or two qualified teachers.
- A class that serves a majority of children who are four and five years old shall have no more than 20 children with one qualified teacher and one qualified teaching assistant or two qualified teachers.
- A qualified Karuk Head Start teacher must have at least an Associate's or Bachelor's degree in child development or early childhood education, or equivalent coursework.
- A qualified classroom assistant must at a minimum, have a CDA credential or a state-awarded certificate that meets or exceeds the requirements for a CDA credential, or be enrolled in a program that will lead to an Associate or Baccalaureate degree or, be enrolled in a CDA credential program to be completed within two-years of the time of hire.
- If during the course of the day due to unforeseen circumstances, the Happy Camp or Yreka Head Start classroom does not meet the ratio requirements as outlined above, the Teacher and/or classroom assistant will contact parents immediately to pick up their children.
- Staff will then contact the Director or Deputy Director immediately to notify them that the Center will be closing.

Policy Council Approved: 1/9/2017 KCDC Board Approved: 2/8/2017 Tribal Council Approved:



Karuk Head Start



Policy: In-Kind Policy and Procedure

Head Start Performance Standard: §1303.4

It is the policy of the Karuk Head Start that in-kind costs will be tracked and calculated using "current and similar" charges in the community. Parents will be encouraged to participate in their child's school experience through parent/child home activities; these activities will also be used for in-kind. Head Start is a federally funded and community supported program. The federal government awards community organizations 80 percent of the cost of the program therefore; Karuk Head Start will be expected to fund 20 percent from cash or in-kind donations. Karuk Head Start will follow all federal regulations that guide all grant expenses, including non-federal share match. Costs must be reasonable, allowable, and allocable and meet the cost principles.

Procedure:

- Karuk Head Start teachers, the Director, and Deputy Director are responsible for collecting and tracking parent and community in-kind contributions.
- The KCDC fiscal department is responsible for tracking tribal in-kind contributions and will generate a quarterly report for Policy Council, KCDC (Karuk Community Development Corporation), and Tribal Council.
- Karuk Head Start Director and KCDC CFO are responsible for monitoring in-kind contributions.

Rate Calculation:

- The rate for parent volunteers in classroom and/or home activities is the same as our casual labor rate of \$12.25 per hour
- The rate for parent volunteers in meetings or performing committee work is \$17.44 per hour.
- The rate for mileage is the same as the current tribal reimbursement rate for employees.
- Donations of goods or services are as the market rate and must be used by the Happy Camp and/or Yreka Center.
- Donated space used for the Karuk Head Start program is at the most current market rate.
- Donation of professional services (medical/dental/mental health/training, etc.) is at the current market rate or \$100 per hour, whichever is greater.
- Cash match for in-kind must be non-federal dollars.



Policy: Eligibility, Recruitment, Selection

Head Start Performance Standard: §1302.12, §1302.13, §1302.14

Karuk Head Start will develop and implement written procedures for determining the eligibility, recruitment and selection of children and families.

Selection and enrollment priority will be given to eligible tribal children living within the boundaries of the Karuk Tribe service area.

Procedure:

To be eligible for the Karuk Head Start program services the following guidelines will be used:

- Poverty Income Guidelines; at least 51 percent of the total enrollment of children must be from families who are below the poverty income guidelines.
- Income will be based on the 6-months immediately preceding the month of application or for the calendar year immediately preceding application to the program.
- Children found eligible will remain eligible throughout the year and the following year; each returning child must complete and submit a new (updated) application.
- Any child currently enrolled who moves to another community will be given priority in enrolling in the new location.
- No less than 10 percent of the total child enrollment will be reserved for children with disabilities (Subpart F §1302.60); all families with children needing early intervention who meet the income guidelines will be given priority in the enrollment process.
- Foster and homeless children will also be given priority in the enrollment process.
- Applications must be greater than the enrollment opportunities in order to select those with the greatest need.
- The target area is defined as "Karuk Tribe service area" which includes Yreka, Montague, Hornbrook, Klamath River, Happy Camp, Seiad, Hamburg, Scott Bar, Horse Creek, and Somes Bar.

Recruitment will include:

- Canvassing the local community on a regular basis, as well as the use of advertising in local TV and radio stations, referrals from families, community, private and public agencies.
- Soliciting applications from as many Head Start eligible families from within the recruitment area as possible.
- Recruitment will be an on-going process throughout the year.

Selection will include:

- The selection criteria will include the following:
 - ✓ all tribal children and descendants
 - ✓ income eligible families

- ✓ at-risk children
- ✓ children with disabilities
- ✓ homeless children
- ✓ the age of the child
- ✓ child transitioning from another Head Start program
- ✓ foster/guardianship children
- 10 percent of the total enrollment opportunities will be reserved for children with disabilities.
- A waiting list will be maintained that ranks children according to the above selection criteria.

KCDC Job Description Approval

New	
Revised X	

Job Description Title: Chief Financial	Officer
Human Resources: All Bund ** Don't remove approval of TERO Program: Dion Wood	Date: 2/3/2017 lates from Job description Date: 2-3-17
Program Director: Karen Derry	Date: 2.2.2017
Other:	Date:
Policy Council: Meeting Phone Vote	Date:
	Date: 2/8 17
Tribal Council: Meeting Phone Vote	Date:

Requested by: Haren Derry Date: 2.2.2017

Please note: This form must accompany all KCDC job description approval requests.

POSITION DESCRIPTION

Title:

Chief Finance Officer

Reports To:

Economic Developer/Operations Manager (ED/OM)

Supervises:

Finance Assistant(s), Administrative Clerk

Location:

Happy Camp

Salary:

\$50,000 to \$70,000, DOE

Classification: Full Time Regular, Exempt

Overview:

The Chief Finance Officer (CFO) is responsible for the day-to-day financial management of the Corporation and shall work in coordination with the ED/OM to develop the KCDC annual operating budget; provide direct data to the Board and ED/OM; assist program directors in developing budgets; review and approve all programmatic and contractual budgets; prepare for and coordinate annual audit.

Responsibilities:

- 1. Directs staff and is responsible for all KCDC accounting and financial management activities including but not limited to payroll, accounts payable, bank reconciliation, cash flow, internal controls, cash flow management, and fiscal policies and procedures.
- Maintains good working relationships with KCDC staff, program directors, funding agencies, financial institutions, creditors, and vendors.
- 3. Develops internal auditing functions to meet audit requirements and coordinates annual KCDC audit; develops and implements strategies for limiting financial liability and risk exposure; secures and maintains adequate insurance coverage for all KCDC assets and personnel.
- Ensure that effective internal fiscal controls are in place and ensure compliance with GAAP and applicable federal, state and local regulatory laws and rules for financial and tax reporting.
- Monitors and assesses the financial condition of KCDC and makes monthly financial reports to the KCDC Board; responds to informational requests from program personnel, or directs requests to program personnel for information to provide timely, accurate financial reports on program activities.
- 6. In coordination with the ED/OM prepares business plans, financing proposals, and other small business development services for Tribal and other community members and for KCDC enterprises.
- 7. Coordinates with ED/OM and enterprise managers to analyze cost of goods sold, profit margins, marketing trends and advises the KCDC Board regarding potentially adverse and/or beneficial impacts.

- 8. Attends meetings of the KCDC Board of Directors and provides financial management information and advice as necessary and appropriate for sound management decision-making by the governing boards.
- 9. Shall provide direct supervision to the Finance assistant(s) and Administrative Clerk. Shall work closely with Karuk Tribe Human Resources to ensure hiring/firing policies and procedures are adhered to.
- 10. Shall be polite and maintain a priority system in accepting other position related job duties as assigned.

Qualifications:

- 1. Cultural Competency: Ability to work effectively with Native American people in culturally diverse environments and have some knowledge of the Karuk culture.
- 2. Professionalism: Is aware of the potential impact of own attitudes and behaviors and makes appropriate adjustments to assure that communication remains "open." Demonstrates respect, honesty, integrity, and fairness to all co-workers and Board of Directors. Follows all policies and procedures.
- 3. Teamwork: Strives to be "solution-focused" and presents recommendations that best meet the needs of KCDC, the Tribe, its members, and the community. Maintains constructive team relationships, coordinates effective goals and identifies/plans ways to successfully work together. Demonstrates flexibility and adaptability to change.
- 4. Program Support: Supports, cooperates, and assists to meet the goals of all components of the Karuk Community Development Corporation. Establishes and maintains an effective working relationship with ED/OM, Board of Directors, and other KCDC and Karuk Tribe staff members.
- 5. Professional Development: Participates in ongoing professional development/training/meetings as determined in coordination with the KCDC ED/OM and/or Board.

Requirements:

- 1. MBA with minimum of three years' experience in community/economic development, or BS in Business Administration with five years' experience **preferred**. Progressively responsible work experience in a similar occupation may be substituted for the educational requirement. Experience in governmental/fund accounting and/or CPA **preferred**.
- 2. Ability to assist in planning, finance, implementation of accounting systems for the KCDC and all of its entities and enterprises.
- 3. Must have demonstrated knowledge of generally accepted accounting principles (GAAP), federal compact, contract and grant management procedures and OMB Circulars and other regulations governing financial management practices of Tribal governments.
- 4. Must have demonstrated ability to define problems, collect data, establish facts and draw valid conclusions, ability to interpret an extensive variety of technical instructions in mathematical or diagram form and communicate findings and conclusions to the director, governing boards and members of the management team.
- 5. Possess abilities to set realistic goals; manage multiple administrative/financial activities, programs, and projects; set priorities for a coordinated organizational work effort; manage time well; take initiative; delegate effectively; and work under moderately to highly stressful conditions.

- 6. Must possess valid driver's license, good driving record, and be insurable by the KCDC's insurance carrier.
- 7. Must adhere to Karuk Tribe/KCDC fiscal and personnel policies including confidentiality.
- 8. Must successfully pass a pre-employment drug screening test and criminal background check.

Tribal Preference Policy: In accordance with the TERO Ordinance, Tribal Preference will be observed in hiring.

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

KCDC Board Approved:	 :
Council Approved:	
KCDC Board Chair Signature:	
Chairman's Signature:	
Employee's Signature:	

POSITION DESCRIPTION

Title:

Chief Finance Officer

Reports To:

Executive Director Economic Developer/Operations Manager (ED/OM)

Supervises:

Finance Assistant(s), Administrative Clerk

Location:

Karuk Community Development Corporation

Salary:

\$50,000 to \$70,000, DOE

Classification: Full Time Regular, Exempt

Overview: The mission of the Karuk Community Development Corporation (KCDC), chartered and owned by the Karuk Tribe, is to build diversified, sustainable economies by creating new business ownership and employment opportunities within the Ancestral Territory of the Karuk People. The mission is pursued by assisting the development of Tribal enterprises, community facilities, physical infrastructure, privately owned small businesses and workforce training programs, as well as by facilitating strategic community partnerships, organizational development and access to public and private sources of financial support. The Chief Finance Officer (CFO) is responsible for the day-to-day financial management of the Corporation Responsible for financial planning budgeting, accounting, reporting and other grant, contract and enterprise financial management, and shall work in coordination with the ED/OM to develop the KCDC annual operating budget; Shall provide direct data to the Board and the Executive Director ED/OM upon request; assist program directors in developing budgets; review and approve all programmatic and contractual budgets; prepare for and coordinate annual audit

Responsibilities:

- 1. Prepares for approval by the KCDC Board of Directors annual plans of operation consistent with the mission of the Corporation. Prepares budgets and assists the Board in developing financial data as required consistent with the Charter, Bylaws, and mission of the KCDC. Directs staff and is responsible for all KCDC accounting and financial management activities; oversee Accounts Payable and Accounts Receivable; oversee 401k, business insurance plans and health care coverage analysis; oversee the maintenance of the inventory of all fixed assets assuring all are in accordance with federal regulations.
- 2. Directs the organization's accounting and financial management activities, as well as its Maintain good working fiscal relationships with KCDC Board and staff, program directors, managers, department/program directors, funding agencies, financial institutions, creditors, and vendors.
- 3. Develops, recommends, implements and enforces sound fiscal management policies for KCDC Board approval; establishes and maintains accounting and financial management systems and procedures, including those related to treasury, planning, budgeting, cash flow management, payroll, purchasing/procurement, property management, risk management/insurance, taxes and internal controls; coordinates audits. Ensure that effective internal fiscal controls are in place and ensure compliance with GAAP and applicable federal, state and local regulatory laws and rules for financial and tax reporting.
- 4. Develops internal auditing functions to meet audit requirements and coordinate annual KCDC audit; develop and implement strategies for limiting financial liability and risk exposure; secure and maintain adequate insurance coverage for all KCDC assets; develops and maintains,

- 5. Monitor and assess the financial condition of KCDC and makes monthly financial/operating reports to the KCDC Board and ED/OM; respond to (or directs responses to) informational requests from department/program personnel or enterprise managers, or direct requests to program personnel or enterprise managers for information to provide for timely, accurate financial reports on departmental/program and enterprise activities.
- 6. In conjunction coordination with the Director and the Board ED/OM researches and prepares business plans, and financing proposals, and other small business development services for Tribal and other community members and for KCDC enterprises.
- Researches and prepares project plans and financing proposals for community facilities and public works
 projects that promote community/economic development for the Karuk People and coordinates activities
 with the Director, The Board, Grant Writer and others involved in such projects.
- Participates with KCDC staff in providing workforce development activities and small business
 development services to entrepreneurs and prospective business owners within the Ancestral Territory of
 the Karuk People.
- Works cooperatively with the KCDC Director, Board, Grant Writers/Resource Developers, and Director
 of Administrative programs and Compliance.
- 10. Coordinates with other members of the Karuk Tribe's Management Team ED/OM and enterprise managers to analyze cost of goods sold, profit margins, marketing trends in public and private funding availability, and trends in revenues and expenditures, and advises the KCDC Director and Board regarding potentially adverse and/or beneficial impacts.
- 11. Attends meetings of the KCDC Board of Directors and provides financial management information and advice as necessary and appropriate for sound management decision-making by these governing boards.
- 12. Prepares Annual Report for the Karuk Community Development Corporation.
- 13. Shall provide direct supervision to the Finance assistant(s) and Administrative Clerk. Prepares Annual Report of the Karuk Community Development Corporation. Shall work closely with Karuk Tribe Human Resources to ensure hiring/firing policies and procedures are adhered to.
- 14. Shall provide direct supervision to the Finance Assistant(s) and coordinates with the Director. Ensure that effective internal controls are in place and ensure compliance with GAAP and applicable federal, state and local regulatory laws and rules for financial and tax reporting.
- 15. Shall be polite and maintain a priority system in accepting other position related job duties as assigned.

Qualifications:

- 1. Have the ability to work effectively with Native American people in culturally diverse environments.
- 2. Have the ability to manage time well and work under stressful conditions with an even temperament.
- 3. Have the ability to establish and maintain harmonious working relationships with other employees and the public.
- 4. Have the ability to understand and follow oral and written instructions:

- 1. Cultural Competency: Ability to work effectively with Native American people in culturally diverse environments and has knowledge of the Karuk culture.
- 2. Professionalism: Is aware of the potential impact of own attitudes and behaviors and makes appropriate adjustments to assure that communication remains "open". Demonstrates respect, honesty, integrity, and fairness to all co-workers and Board of Directors. Follows all policies and procedures.
- 3. Teamwork: Strives to be "solution-focused" and presents recommendations that best meet the needs of KCDC, the Tribe, its members, and the community. Maintains constructive team relationships, coordinates effective goals and identifies/plans ways to successfully work together. Demonstrates flexibility and adaptability to change.
- 4. Program Support: Supports, cooperates, and assists to meet the goals of all components of the Karuk Community Development Corporation. Establishes and maintains an effective working relationship with ED/OM, Board of Directors, and other KCDC and Karuk Tribe staff members.
- 5. Professional Development: Participates in ongoing professional development/training/meetings as determined in coordination with the KCDC ED/OM and/or Board.

Requirements:

- MBA with minimum of three years' experience in community/economic development, or BS in Business
 Administration with five years' experience preferred. Progressively responsible work experience in a
 similar occupation may be substituted for the educational requirement. Experience in governmental/fund
 accounting and/or CPA preferred. BS in Accounting or Finance, MBA and/or CPA highly
 desirable or in lieu of traditional education, 7+ years' experience in progressively responsible
 financial leadership roles, preferably in business setting.
- 2. Ability to assist in planning, finance, implement of accounting systems for the KCDC and all of its entities including enterprises. Experience with accounting software, MIP preferred; extensive knowledge of Microsoft Excel or similar program
- 3. Must have demonstrated Extensive knowledge of generally accepted accounting principles (GAAP); federal compact, knowledge of fund accounting, contract and grant management procedures including fiscal monitoring and reporting, and OMB Super Circulars, and other regulations governing financial management practices of Tribal governments.
- 4. Must have demonstrated ability to define problems, collect data, establish facts and draw valid conclusions, ability to interpret an extensive variety of technical instructions in mathematical or diagram form and communicate findings and conclusions to the director, governing boards and members of the management team.
- 5. Possess abilities to set realistic goals; manage multiple administrative/financial activities, programs, and projects; set priorities for a coordinated organizational work effort; manage time well; take initiative; delegate effectively; and work under moderately to highly stressful conditions.
- 6. Must possess valid driver's license good driving record and be insurable by the KCDC's insurance carrier.

- 7. Must adhere to Karuk Tribe/KCDC fiscal and personnel policies including confidentiality policy.
- 8. Must successfully pass a pre-employment drug screening test and criminal background check.

Tribal Preference Policy: In accordance with the TERO Ordinance, Tribal Preference will be observed in hiring.

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

KCDC Board Approved: September 11, 201	3 with changes 4 yes, 0 no, 1 unavailal	ble
Council Approved:	1	
KCDC Board Chair Signature		
Chairman's Signature:		
Employee's Signature:		

KCDC Job Description Approval

Job Description Title: Workforce Development Cordinato
Human Resources: Mora Burnel Date: 10.19.16 workection
TERO Program: Wood Date: 19-16
Program Director: Haren Derry Date: 10.13.2016
Policy Council:
Meeting Phone Vote Date: 1/19 10 Meeting Phone Vote Date: 1/19 10
Tribal Council: Date: Meeting Phone Vote

Requested by: Date: 10.13.2016

Please note: This form must accompany all KCDC job description approval requests.

Development

Corporation

Position Description

Title:

Workforce Development Coordinator

Reports to:

KCDC Economic Developer/ Operations Manager

Location:

Happy Camp

Salary:

\$30,000 to \$40,000, DOE

Classification:

Full-time, Regular, Non-Exempt

Summary: Coordinates activities in the Happy Camp Community Computer Center to ensure tribal, community members, and students have access to and assistance in the use of computer technology. Coordinates and/or develops workforce development training, provides and/or coordinates employment counseling, vocational assessment, referral to community resources and support, financial literacy, and assist with higher education applications; maintains

computers and other equipment at the Center.

Responsibilities:

- 1. Open and close the Computer Center and provide for the general cleanliness of the Center. Report maintenance problems as they occur. Enforce procedures for the use of the computers and other equipment, supplies, materials, software, hardware and peripherals. Address problems with students or community members who do not follow established procedures or who exhibit inappropriate behavior, language, or access/view inappropriate web sites.
- 2. Maintain computers (including software) and other equipment and report maintenance problems before they occur. In coordination with KCDC ED/OM, manage and update KCDC webpage on a regular basis.
- 3. Provide and maintain records of daily computer use, activities, classes, and training opportunities occurring at the Computer Center including COS distance learning. Develop and prepare monthly reports for supervisor and KCDC Board of Directors.
- 4. Coordinate with and support tribal, community, county and other programs to provide job related training and workshops, assist tribal and other community members with job searches, resumes and employment applications, letters of inquiry, and interview techniques.
- 5. Assist students, tribal and other community members with access to GED or high school diploma opportunities, technical vocation courses, online computer skills, secondary education and distance learning opportunities including applications for admissions and/or financial aid.
- 6. Identify and coordinate with other supporting workforce entities to help facilitate job opportunities, job related certificates and training, job skills and employability for community members.

- 8. Network and collaborate with tribal, county, state and federal organizations as well as private businesses that promote employment and self-sufficiency.
- 9. Be available for local and out-of-area travel as required for job related training, workshops or meetings; shall attend all required staffing, meetings, and functions as requested; coordinate coverage or be available to work at the Center weekends and evenings as needed.
- 10. Must be professional, polite, and maintain a priority system in accepting other job related duties as assigned.

Qualifications:

- 1. Cultural Competency: Ability to work effectively with Native American people in culturally diverse environments and some knowledge of the Karuk culture.
- 2. Professionalism: Is aware of the potential impact of own attitudes and behaviors and makes appropriate adjustments to assure that communication and services are purposeful and appropriate. Demonstrates respect, honesty, integrity, and fairness to all. Must be able to work well with the public and follow Karuk Tribe and KCDC policies and procedures.
- 3. Teamwork: Strives to be "solution-focused" and presents recommendations that best meet the needs of the Happy Camp Community Computer Center. Maintains constructive team relationships, coordinates effective goals and identifies/plans ways to successfully work together. Demonstrates flexibility and adaptability to change.
- 4. Program Support: Supports, cooperates and assists to meet the goals of all components of the Happy Camp Community Computer Center and KCDC. Establishes and maintains an effective working relationship with KCDC staff, College of the Siskiyous, and other relevant entities.
- 5. Professional Development: Participates in ongoing professional development/training/meetings as determined in coordination with the KCDC ED/OM and/or Board.

Requirements:

- 1. Degree from an accredited college or 2-years student service experience and/or 2-years workforce development experience.
- 2. Extensive knowledge of Microsoft Office software including Word and Excel-
- 3. Extensive computer skills; previous experience with online, videoconferencing, and other technology-mediated instructional methods.
- 4. Valid driver's license, good driving record and must be insurable by the Tribe's insurance carrier.
- 5. Must adhere to the Tribe's confidentiality policy.
- 6. Must successfully pass a pre-employment drug-screening and background check.

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

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

KCDC Approved: 11.9.2014	
Council Approved:	
KCDC Chair Signature:	Date: /// 9/14
Chairman's Signature:	Date:
Employee's Signature:	Date:

Position Description

Title:

Workforce Development Coordinator

Reports to:

KCDC Economic Developer/ Operations Manager

Location:

Happy Camp

Salary:

\$30,000 to \$40,000, DOE

Classification:

Full-time, Regular, Non-Exempt

Summary:

Coordinates activities in the Happy Camp Community Computer Center to ensure tribal, community members, and students have access to and assistance in the use of computer technology. Coordinates and/or develops workforce development training, provides and/or coordinates employment counseling, vocational assessment, referral to community resources and support, financial literacy, and assist with higher education applications; perform other job related duties as required maintains computers and other equipment at the Center.

Responsibilities:

- 1. Open and close the Computer Center and provide for the general cleanliness of the Center. Enforce procedures for the use of the computers and other equipment, supplies, materials, software, hardware and peripherals. Address problems with students or community members who do not follow established procedures or who exhibit inappropriate behavior, language, and or access/view inappropriate web sites.
- 2 Maintain computers (including software) and other equipment and report maintenance problems before or as they occur. In coordination with KCDC ED/OM, manage and update KCDC webpage on a regular basis
- 3. Provide and M maintain records of daily computer use, activities, classes, and training opportunities occurring at the Computer Center including COS distance learning. Develop and prepare monthly reports for supervisor and KCDC Board of Directors.
- 4. Support and e Coordinate with and support Tribal TANF, community, county, and other programs and TERO to provide job related training and workshops, assist elients tribal and other community members with job searches, resumes and employment applications, letters of inquiry, and interview techniques.
- 5. Assist elients students, tribal and other community members with access to GED or high school diploma opportunities, technical vocation courses, online computer skills, secondary education and distance learning opportunities including applications for admissions and/or financial aid.

- 6. Identify and coordinate with other supporting workforce entities to help facilitate job opportunities, job related certificates and training, job skills and employability for community members.
- 7. Coordinate with Karuk Community Loan Fund and other financial institutions/entities to provide financial workshops that may include family budgeting, how to manage and maintain checking and savings accounts, establishing credit, and investing.
- 8. Network and collaborate with tribal, county, state and federal organizations as well as private businesses that promote employment and self-sufficiency.
- 9. Be A available for local and out-of-area travel as required for job related training, workshops or meetings; shall attend all required staffing, meetings, and functions as requested; available to work or coordinate coverage or be available to work at the Center for weekends and evenings as needed.
- 10. Must be professional, polite, and maintain a priority system in accepting other job related duties as assigned.

Oualifications:

Ability to work effectively with tribal and community members from culturally diverse backgrounds and to establish and maintain harmonious working relationships with tribal, community members and other employees.

- 1. Cultural Competency: Ability to work effectively with Native American people in culturally diverse environments and some knowledge of the Karuk culture.
- 2. Ability to manage time well and work on multiple tasks under performance deadlines. Professionalism: Is aware of the potential impact of own attitudes and behaviors and makes appropriate adjustments to assure that communication and services are purposeful and appropriate. Demonstrates respect, honesty, integrity, and fairness to all. Must be able to work well with the public and follow Karuk Tribe and KCDC policies and procedures.
 - Ability to facilitate a class, motivate participants, and maintain confidentiality.
- 3. Teamwork: Strives to be "solution-focused" and presents recommendations that best meet the needs of the Happy Camp Community Computer Center. Maintains constructive team relationships, coordinates effective goals and identifies/plans ways to successfully work together. Demonstrates flexibility and adaptability to change.
- 4. Program Support: Supports, cooperates and assists to meet the goals of all components of the Happy Camp Community Computer Center and KCDC. Establishes and maintains an effective working relationship with KCDC staff, College of the Siskiyous, and other relevant entities.
- 5. Professional Development: Participates in ongoing professional development/training/meetings as determined in coordination with the KCDC ED/OM and/or Board.

Requirements:

- 1. Degree from an accredited college or 2-years student service experience and/or 2-years workforce development experience.
- Excellent organizational skills; ability to work independently; ability to coordinate and/or perform
 multiple tasks; demonstrated ability to speak clearly and communicate effectively in face to face,
 email, and telephone conversations. Extensive knowledge of Microsoft Office software including
 Word and Excel.

- 3. Excellent Extensive computer skills; previous experience with online, videoconferencing, and other technology-mediated instructional methods.
- 4. Valid driver's license, good driving record and must be insurable by the Tribe's insurance carrier.
- 5. Must adhere to the Tribe's confidentiality policy.
- 6. Must successfully pass a pre-employment drug-screening and background check.

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

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

KCDC Approved:	
Council Approved:	
KCDC Chairman Signature:	Date:
Chairman's Signature:	Date:
Employee's Signature:	Date:

Dora Bernal Human Resource Director Tribal Council Report February 23, 2017

Hires:

KTHA - Tenant Relations Officer (HC) - Elsa Goodwin

KCDC – Amkuuf Part-time Sales Clerk - Aiyana Carlson (tribal member)

KTHA – Executive Director – Sara Spence (pulled)

Interviews/Advertisements Pending:

Interview TANF Family Service - 02/22/2017 Yreka - TANF

Victim Assistance Program - Tribal Liaison - Interviewing - 02/22/2017 - KTHA

P/T Executive Assistant - HHS - Yreka

Student Service Coordinator – (Yreka) deadline: Feb. 17, 2017

Compliance Director – (Gaming) Screen: 02/16/2017

Self-Governance Director - Open Until Filled

Clerical Technician I (on-call)

People Center Coordinator - Open Until Filled

Action Items:

- 1. Approval of job descriptions: None at this time
- 2. Newsletter: Approval for rough draft Winter edition
- 3.

Meetings/Training/Other:

- Jan. 17 –19 Directors Evaluations
- Jan. 23 26th Native Nations 7th Annual Human Resource Conference
- Feb. 5 7th California Required Notary Training
- Feb. 9 Opiate Task force meeting
- Feb. 13 Insurance meeting with DNR employees
- Feb. 14 Harassment meeting with Vickie S. and Kori

Policies: Ongoing discussions

- Drug Test Policy implementing test cups for clinics will bring information and suggestion to Council when prepared.
- Reviewing Personnel Policies and WPA.

Native Nation Events

Seventh Annual Human Resource Conference

Anaheim, CA

This was a very knowledgeable conference as it is every year, update on new laws and changes within the Human Resource field. Getting to talk to other HR Directors on issues and how they handle them, to give us pointers when we are dealt with those same issues. One big topic that was discussed in break out session:

 Should employment at-will be part of a supervisor's typical conversation with an employee?

Answer: No.

As general rule directors, managers and supervisors should not discuss employees' at-will status with employees they supervise. I do not object to a conversation about at-will, but oftentimes, I object to the purpose for having the conversation. On the one hand, if an employee seeks a better understanding of at-will, supervisors should discuss the policy and its application. No objection. On the other hand, in my experience, conversations about at-will as a blunt tool to force employees to perform as a substitute for effective management techniques. Let me explain.

Employment at-will is not a management technique. Employment at-will only defines the low legal standard for an employee or employer to terminate the employment relationship. Some refer to the at-will standard as a "legal shield" because at-will is a low standard for employers to justify a termination. For employers, as long as the reason for the termination does not violate the law, the employer may terminate the employee for any reason. Here is a typical at-will policy:

Employment with the ABC Tribe is voluntary and the employee is free to resign at any time with, or without cause. Similarly, the Tribe may terminate the employment relationship at will at any time, with or without notice or cause. This policy is known as employment at will. By: Richard McGee

Other topics that was discussed during this conference:

- The Impact a New Presidential Administration will have on The Affordable Care Act. Speaker: Liliana Salazar
- Affordable Care Act Advantages for Indian Country. Speaker: Brendan McKenna

- Boost Employee Retention Attraction Retain Sustain Succeed. Speaker: Mary Mantia
- The Benefits of New Manager Training Programs. Speaker: Stephanie Licata,
 Native Nations Events Trainer

Discussed blended learning approach: virtual training and live training – the pros and cons of both.

Knowing how and when to coach – coaching can develop your team and improve individual performance.

 A Culture of Gratitude: Reducing Anger & Conflict Through Example. Speaker: Jim Stroker, Training Specialist

Training employees on powerful reactions to difficult situations.

Understand how to create pattern interruptions to disruptive workplace behavior.

Organize around your tribal mission statement.

Human Resource Professionals Roundtable: Hiring & Onboarding Essentials:
 Navigating Tribal Policies and Establishing Effective Practices Simultaneously.
 Speakers: Rudy Clark, Human Resource Director – Hualapai Indian Tribe; Valerie Velasquez, Human Resource Director – Eagle Mountain Casino; Sylvia Lopez-Zurflueh, Human Resource Manager – Casino del Sol; Tony Chartrand, Former Vice President of Human Resources – Pechanga Resort and Casino

It is said that people are a company's greatest asset when the truth is the right people are the greatest asset. That is why the process of hiring and onboarding new employees can present both opportunities and challenges. This interactive, professionally led conversation covered a great deal of ideas and opinions.

Overcoming challenges to ensure you are attracting and selecting the most qualified candidates.

Documenting practices and aligning all human resource professionals with cohesive hiring an don boarding procedures such as testing and reference checks.

Understanding Indian/Tribal Preference policies, its background and why Indian Preference is not racial and the benefits to the tribe.

Managing the balance: keeping your job while staying true to organizational policy and procedure.

• Understanding the Actual Cost Associated with Absenteeism In The Workplace.

Policies need to be put in place and how do you determine if they are complaint with governmental policies? Good to review polices within governmental policies.

Thank you for letting me attend this Conference. There next annual conference will be held in Viejas Casino & Resort, Alpine, CA. I have send the information to Vickie Simmons to save the date.

Native Nations Events: On-Line Courses

All of our courses are \$59 for a 60 minute course with added resources and tools.

A note regarding payment:

Credit card purchases can be accepted up to 24 hours before a course.

If you are paying by check, your check must be RECEIVED at our office 7 days before the date of the course.

Please also retain the email address you sign up with and the password you create on our site. You'll receive an email with additional information after registration.

A list of courses, times, and links to purchase are below

Time Management: Learn how to prioritize and organize time, tasks, email and your calendar. Get inside tips you can use to become more productive!

Tues	1/31/17	Time Management	10:30am PST/1:30 PM EST
Wed	2/22/17	Time Management	1pm PST/4pm PST
Tues	3/7/17	Time Management	10:30am PST/1:30 PM EST

Coaching & Feedback 1: Get trained on how to coach individuals, employees and those you serve. Learn how to plan and prepare for delivering both positive and constructive feedback!

Fri	2/10/17	Coaching & Feedback I	10:30am PST/1:30 PM EST
Tues	2/21/17	Coaching & Feedback I	1pm PST/4pm PST
Fri	3/3/17	Coaching & Feedback I	10:30am PST/1:30 PM EST
Thurs	3/23/17	Coaching & Feedback I	10:30am PST/1:30 PM EST

Having Difficult Conversations: Learn how to plan for, start and conduct difficult conversations with employees, council members or co-workers. Discover how to speak to people in a way that brings out the best in both of you!

Thurs	2/2/17	Having Difficult Conversations	1pm PST/4pm PST
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Wed 3/1/17 Having Difficult Conversations 10:30am PST/1:30 PM EST

Thurs 3/30/17 Having Difficult Conversations 1pm PST/4pm PST

Training New Managers: Prepare new or existing managers for managing people, projects and themselves effectively. Learn how to create ongoing training with your managers for overall success!

Wed 3/15/17 Training New Managers 1pm PST/4pm PST

Employee Motivation & Rewards: Discover how to tap into employee motivation, and learn about different ways to show appreciation to your employees that increase employee engagement, loyalty, productivity and profitability!

Wed	2/1/17	Employee Motivation & Rewards	10:30am PST/1:30 PM EST
Tues	2/7/17	Employee Motivation & Rewards	10:30am PST/1:30 PM EST
Thurs	2/16/17	Employee Motivation & Rewards	10:30am PST/1:30 PM EST
Thurs	3/2/17	Employee Motivation & Rewards	1pm PST/4pm PST
Tues	3/14/17	Employee Motivation & Rewards	10:30am PST/1:30 PM EST
Wed	3/29/17	Employee Motivation & Rewards	1pm PST/4pm PST

Performance Management: Increase employee performance through careful strategic planning and execution of performance management conversations.

Thurs	3/9/17	Performance Management	1pm PST/4pm PST

Tues 3/28/17 <u>Performance Management</u> 10:30am PST/1:30 PM EST

Designing Effective Presentations: Get valuable tools that help you design and deliver powerful presentations to small groups of people.

Fri	2/17/17	Designing Presentations Effectively	10:30am PST/1:30 PM EST

Thurs 3/16/17 Designing Presentations Effectively 1pm PST/4pm PST

Conflict Management: Learn how to diffuse and manage conflict between individuals and groups. Explore the art of compromise and effective negotiation.

Tues	2/28/17	Conflict Management	1pm PST/4pm PST
Wed	3/22/17	Conflict Management	10:30am PST/1:30 PM EST

Wellness in the Workplace: Learn how to create a wellness environment within your organization to support a healthy workforce and reduce healthcare costs.

Thurs	2/23/17	Wellness in the Workplace	1pm PST/4pm PST				
Wed	3/8/17	Wellness in the Workplace	10:30am PST/1:30 PM EST				
Tues	3/21/17	Wellness in the Workplace	1pm PST/4pm PST				
If you have any questions, please feel free to contact me!							
Stephanie Licata							

Stephanie Licata, M.A., A.C.C.

Managing Director | Training & Business Development

Stephanie@nativenationevents.org

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