

**KARUK TRIBE  
COUNCIL MEETING AGENDA**

*Thursday, August 24, 2017, 10AM, 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**

**Compliance: Resolution**

- Requesting approval of resolution 17-R-095 in the amount of \$1,030,313.00 authorizing the 2018 funding agreement reprogramming request between the Department of Interior and Karuk Tribe

**KTHA: Agreements**

- Requesting approval of agreement 17-A- 071 with KT for IT services in the amount of \$70,000
- Requesting approval of agreement 17-A- 072 with Eleven O-Link Tribes in the amount of \$4,400.50 to Siletz Tribe for an increase in IHBG funds (routine agreement for the last 12 years)

**KTHA: Resolution**

- Requesting approval of resolution 17-R-097 authorizing the use of tribal enrollment data for distribution of IHBG funds to replace labor statistics.

**F) APPROVAL OF MINUTES (July 27, 2017)**

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

1.

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

1. Caltrans Presentation
2. Stacy Hatcher, Community Member

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

1. Scott Quinn, Director of Land Management (written report)
2. April Attebury, Judicial Systems Administrator
3. Leaf Hillman, DNR Director (written report)
4. Lester Alford, TANF Director (written report)
5. Dora Bernal, HR Director (written report)
6. Sandi Tripp, Director of Transportation (written report)
7. Karen Derry, KCDC Operations Manager
8. Trista Parry, Grants Coordinator (written report)
9. Sara Spence, KTHA Director (written report)
10. Emma Lee Perez, Contract Compliance (written report)
11. Eric Cutright, IT Director (written report)
12. Rose Butterfly, Education Coordinator (written report)
13. Laura Mayton, Chief Financial Officer (written report)
14. Dion Wood, TERO/Childcare Director (written report)

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

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

1. Request approval of the Laboratory Diagnostic tracking Log policy for the HHS Program. Passed.
2. Request approval of resolution 17-R-089 authorizing submission of the Tribal Justice Support Division proposal. Passed.
3. Request approval of resolution 17-R-087 authorizing submission of the HRSA supplementary funding proposal. Passed.
4. Request approval of procurement and allow the purchase of HHS flu vaccines. Passed.

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

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

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

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

1. Enrollment (dinner break)
2. Bari Talley
3. Fatima Abbas
4. Barbara Snider

5. Tribal Council Members

**P) SET DATE FOR NEXT MEETING** (August 24, 2017 at 3PM, Happy Camp, CA)

**R) ADJOURN**

**Karuk Tribe – Council Meeting  
July 27, 2017 – Meeting Minutes**

**Meeting called to order at 3pm by Chairman Attebery.**

**Present:**

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

**Absent:**

None at this time.

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

**Agenda:**

Arch Super moved and Bud Johnson seconded to approve the agenda with change, 8 haa, 0 puuhara, 0 pupitihara.

**Consent Calendar:**

Renee Stauffer moved and Josh Saxon seconded to approve the consent calendar with one item moved to closed session, 8 haa, 0 puuhara, 0 pupitihara.

Michael asked if the information on consent calendar items is included in the packet. It was reported that it is included.

**Minutes of June 22, 2017:**

Arch Super moved and Sonny Davis seconded to approve the minutes of June 22, 2017, 7 haa, 0 puuhara, 1 pupitihara (Bud Johnson)

**Guests:**

**1) Joe Milder, Ram Offset:**

Joe is present to provide information on the services that his business provides. He would like to be involved in the upcoming casino as well. He has been doing the Tribes newsletter for several years. He provides a lot of services including banners, brochures, booklets and large print boards on walls that can be done. They are the largest printing company in Southern Oregon.

He has the previous Health CEO’s brochure but he is unaware of where that went. He will re-circulate the brochure as informational.

He then provided his information and availability to work with the Tribe on printing materials. He consults on projects and has in-house design staff. He is a networking type of guy and he announced his service is one of a kind.

Buster thanked him for the presentation.

**2) Pat Hobbs, Children & Family Services:**

Pat is present to seek approval of her action items. She first sought approval of an Office Manager Position description. They will assist in ordering; grant reporting and other office items as needed. They will assist in monitoring billing is getting done. Kori, Vickie, Dion and Dora have all signed off on the position.

Josh Saxon moved and Renee Stauffer seconded to approve the Human Services Office Manager position description, 8 haa, 0 puuhara, 0 pupitihara.

She then presented a Substance Abuse Program Manager Position description. It is an updated position description. It has increased to attract potential candidates and her hope is to hire someone who can treat persons who have co-occurring mental and drug issues.

Josh asked about the licensed staff and having education with certification being paid a higher rate. However, if they find a lower educated with experience person, then they would have a lower salary. Pat agrees; she will adjust the range to compensate accordingly within the position description.

Robert asked about the requirement of having knowledge of BIP and DUI classes. They may not have someone that has that certification. However, they may work toward the option of training that position and current positions to cover those services.

Arch Super moved and Jody Waddell seconded to approve the Substance Use Program Manager Position description, 8 haa, 0 puuhara, 0 pupitihara.

She then presented the lead child welfare social worker position description. This will provide a person in each area as a “lead worker” that the other social workers can go to and reach out and seek clarification and provide case support. As a Director she signs off on other items and case plans, however a “go to” person is needed in each area to provide support. They will maintain a caseload as well. Michael asked why this wasn’t brought to the ICWA Committee first. Pat believes that that isn’t the process and the changes have been in the works since June. Pat offered to do this but it will hold up the process.

Josh Saxon moved and Renee Stauffer seconded to approve the Lead Child Welfare Social Worker position description, 8 haa, 0 puuhara, 0 pupitihara.

**Director Reports:**

**1) Leaf Hillman, DNR Director:**

Leaf is not present, written report provided. There were some missing program reports and those should be provided at the DNR Meeting.

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

**2) Lester Alford, TANF Director:**

Lester is not present. Anthony is present for him. He first sought approval and a resolution regarding the Good Grade Incentive checks. Robert noted that his question is to provide a gift to the kids and not give the parents the checks, because some parents do not give that to the children. Anthony understands that there are some parents that have that point of view, and there isn’t much that can be done about that. On the larger side of that scale most parents are good

about the policy and the funding going toward the youth. He provided a policy that was approved by the Tribal Council that provides an outline on the GGI. He would recommend following through on the checks this time and provide a revision to the policy in the near future. Robert noted that in the past at a Planning Session, the Council asked that the GGI stop being done and find a different way to provide the incentive to the children.

Arch asked that this be a plan to work on cash incentive or prizes and revise the policies.

Renee Stauffer moved and Jody Waddell seconded to allow the GGI for this year and have a revised policy implemented, 6 haa, 2 puuhara (Michael/Robert), 0 pupitihara.

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

**3) Dora Bernal, HR Director:**

Not present. Josh asked that Buster and Robert remind the HR Director to make the meetings as much as possible. Arch provided a briefing on the HR report.

Josh Saxon moved and Arch Super seconded to approve Dora's report, 8 haa, 0 puuhara, 0 pupitihara.

**4) April Attebury, Judicial Systems.**

April is present to review her report. She has no action items. She provided some updates to her report. The programs are running pretty smooth currently. They are getting quite a few referrals in at this time which provides assistance to a lot of clients. The staff is doing a really good job.

She has received some emails and calls from OVW. They have started to review the CTAS grants and she is hoping to get information early on and to receive positive information.

Jody noted that court safety and security was noted as an area that needs improvement. April commented that part of the recommendation is the security of the facility. She has reached out to Chief Bowles for training on a safety plan or an evacuation plan. She has since scheduled active shooter training. Also, on court dates it may be possible to notify the police department and they provide more support in the areas. There is a long way to go toward security. Trista noted that there were panic buttons from when she owned her businesses and that may be an option. April noted that Bay Alarm has something similar as well, and she and Pat are working on that.

Arch Super moved and Jody Waddell seconded to approve April's report, 8 haa, 0 puuhara, 0 pupitihara.

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

Not present, report provided.

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

**6) Sara Spence, KTHA ED:**

Sara is present to review her report. She noted that there are two different activities planned for the Computer Center space. There are two proposed uses and the Council will need to prioritize the space and let the KTHA BOC know what they would like to do.

KTHA will provide the inspection report on the OR RV Park as soon as it is received. There is another parcel that is going to be appraised and there is a request to have someone with cultural knowledge present, and Leaf has agreed to do that.

Trista will discuss the Tax Market Project with the Tribe. The KTHA Tax Market project in KTHA is nearing completion. The homes should be offered by the end of August. There are some small changes to other homes for road maintenance, street lighting, and safeguards. Renee noted that caulking in the home is already peeling. Sara noted that the TRO's have to be notified immediately once there is an issue identified homes, due to timeframes to have repairs. She will note that but encouraged all tenants to contact their TRO's immediately when something is happening to the new homes.

Fatima and Ed have been working on the water to homes and negotiating the water agreement with the City of Yreka. The Yurok Tribe has Council Members coming on August 1<sup>st</sup> to discuss the Tax Market project and discuss the Tribes experience with Travois.

The NAHASDA final budget was released. It was \$110k less than what KTHA projected but it could have be worse. They are requesting to hold appropriations but it isn't moving forward and a bill has been reintroduced for NAHASDA reauthorization.

Buster explained that some of these decisions were made without Native American representation. Buster will provide this information at the next TBIC Meeting.

The O-Link Meeting was held today and they reviewed the estimates for 2018. Sara asked about being on the Planning Meeting agenda, but it is closed. At the Orleans Meeting there was the discussion to expand offices in Yreka. The estimates are just for the building and doesn't include electrical and HVAC. She provided the quotes to the Council and BOC.

Robert asked about the expansion and using the Force Account Crew for that job. Sara believes that that is a possibility. It will include 4 offices on each end of the building.

An audience member asked if there was discussion to put in additional street lighting. She noted that there is lights out and there isn't enough lighting throughout KTHA Elders Housing. Josh explained that there was recent solar powered lighting for the casino project and Josh could forward Sara some information on that option.

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

**7) Emma Lee Perez, Contract Compliance Specialist:**

Emma Lee is present to review her report. She first sought approval of contract 17-C-063 with Black Wolf Construction in the amount of \$1,149,834. It is the construction contract for the Family Services Center in Happy Camp. The original bid now includes a metal roof and other add-ons, which changed the bid to allow for the changed items.

Josh then noted that noted that the Tax Market Project will assist on this project. The shortfall to this project is anticipated to be \$466,000. With the Tax Market Project providing assistance and possibly the Ford Foundation then there shouldn't be a shortfall. Trista announced that there hasn't been an agreement with Capital One yet, but the idea is to offset the shortfall on the family services center project. Trista explained that as long as there is no clause for casino assets then this should continue moving forward. Maybe there will be information by Monday morning.

Arch asked about the procurement and the other bidder being lower. Emma Lee explained that it was due to the changes made including a metal roof.

Robert Super moved and Sonny Davis seconded to approve contract 17-C-063, 8 haa, 0 puuhara, 0 pupitihara.

She then sought approval of agreement 17-A-062 with the Siskiyou County Golden Fair for Debbie Bickford's program. It is a booth that provides outreach information at the Fair. Buster corrected that his name shall be reflected as Russell on agreements and other official documents.

Renee Stauffer moved and Bud Johnson seconded to approve agreement 17-A-062, 8 haa, 0 puuhara, 0 pupitihara.

She then presented modification (2) to contract 16-C-050. There is an additional task added on to CoDA. This adds on to the function of communicating and tracking into a database.

Renee Stauffer moved and Bud Johnson seconded to approve contract 16-C-050 (2), 8 haa, 0 puuhara, 0 pupitihara.

Her last item is to request approval of resolution 17-R-086 for early intervention services for HIV patients in Siskiyou County.

Arch Super moved and Bud Johnson seconded to approve resolution 17-R-086, 8 haa, 0 puuhara, 0 pupitihara.

Emma Lee then updated her report and noting that she has been working with FEMA and Cal OES and continues to seek funding for that. They were approved for public assistance.

Robert Super moved and Jody Waddell seconded to approve Emma Lee's report, 8 haa, 0 puuhara, 0 pupitihara.

**8) Eric Cutright, IT Director:**

Eric is present to seek approval of two action items. He is seeking approval to rescind the agreement and cancel the contract that was approved with along with it. PG&E had told the Tribe they had to join the group to obtain power from poles linking to them in the Yurok territory. Eric has found that it wasn't needed. Josh noted that the language was troubling in the beginning, and now that Eric has clarified this is not required. Fatima advised that the Director should bring items back and notify them of otherwise, so this agreement should in fact be rescinded.

Renee Stauffer moved and Sonny Davis seconded to rescind resolution 17-R-025 and agreement 17-A-024, 8 haa, 0 puuhara, 0 pupitihara.

He then provided procurement for new radios for Aan Chuuphan. It is new cutting edge radios for services that will include more customers to obtain services. Josh asked if this will improve service for some clients that are already getting served but it isn't working so well. Adding this equipment may help all the users. He received three bids and the Tribe has selected the lowest bidder.

Josh Saxon moved and Renee Stauffer seconded to approve procurement with Carlson Wireless Technologies, 8 haa, 0 puuhara, 0 pupitihara.



He then updated the Council on the video conferencing capability for the Council Members. In Yreka for example there is a screen and they would use a projector for the screen. He will then have mobile carts. The screens and carts are options for both. The clarity would be the same kind of quality as a big screen TV. Trista reminded them that the funding is restrictive to being mobile. Eric then noted that the projector is easier to set up. Emma Lee noted that the quality will be lower. Eric explained that he is working with the engineer now so he would like the Council's feedback.

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

**9) Trista Parry, Grants Coordinator:**

Trista is present to review her report. She noted that the Tax Credit project is moving forward but they are waiting to have Capital One respond to the workgroups requested language change. She will need a phone vote to seek approval once the final document comes in.

HRSA access to improved mental health and access grant was submitted. Eric was able to provide some equipment quotes to include for video conferencing.

She noted that the health grant is still pending and she may need to table that concept due to several issues. Josh asked if this money will be available next year. Trista is unsure but hopes so because it is a loss to the communities to not seek the funding.

Her next project is Modoc Siskiyou funding that was sought for the Senior Center. Emma Lee provided that funding opportunity and she worked with Hannah on that proposal. Hannah is very excited to draft her first grant proposal.

Trista commented that Lisa Hillman was a big help on attempting to draft the proposal that was going to be submitted. Trista appreciated the connection in resources that were available even if the proposal was passed up on.

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

**10) Rose Butterfly, Education Coordinator:**

Rose is present to seek approval of an agreement for a bus service for the safari park trip after the Math & Science Camp. The trip was approved at a previous Council Meeting, and now this is the agreement to transport the youth all together to the Safari Park.

Robert Super moved and Michael Thom seconded to table the agreement to closed session, 8 haa, 0 puuhara, 0 pupitihara.

She reviewed her department activities. She continues to obtain higher education grants. She has been following up with students on requirements for higher education funding. She noted the progress of the students in each area. The IEP's for Yreka are required to have 50% and Happy Camp it would be 67%. Over half the academic plans have been completed for the grant deliverables.

Renee Stauffer moved and Bud Johnson second to approve the education report, 8 haa, 0 puuhara, 0 pupitihara.

**11) Laura Mayton, CFO:**

Report emailed, not present.

**12) Karen Derry, OM/ED:**

No report, not present.

**13) Dion Wood, TERO/Childcare:**

Dion is present to review his report that was emailed earlier. He provided a Caltrans update to the Council and will be providing a Caltrans MOU at a later time.

He submitted a copy of the TERO Highway Construction permit. This works for all the other Tribes along the highway. He received the executed contract with EEOC. Along with that they are proposing training regarding EEOC. He would like to send Lavon Kent, Renee Stauffer, and Judy Waddell to Arizona.

Arch Super moved and Robert Super seconded to approve travel for the three is Chandler AZ, 6 haa, 0 puuhara, 2 pupitihara (Josh/Renee).

He would like to remind the Council that the Wage Ordinance, Business License Ordinance, and also the WPA need work.

He has been referring people to the Casino website and that is exciting. He is also working on a position description for laborers to help set up the casino.

He would like to seek approval of the position description that will create a team. There is no wage or known number of the team. Arch asked if the project committee is coming up with the wage. Dion isn't sure what budget this will come from. Tim noted that this will come from the casino budget.

He noted that the childcare program is moving forward and he continues to work on the certification for homes. He noted that he will be collaborating with the HC Resource Center for a daycare option in Happy Camp.

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

**Gaming Update:**

Buster introduced part of the gaming group; Tim Rose, Brenda Sanchez, and Scott. Tim updated the Council on the steel arriving for the project. Scott is the new project manager and he is very proactive. The Billboards have arrived and they are up. A week for now the entire casino slab will be done and after that there will be steel going up.

Brenda has been working closely with Eddy Lynn. The Casino is moving along quickly and there will be a whole lot more items coming. Buster reiterated that the Tribe really hired the right folks.

*Michael and Renee excused themselves.*

**Phone Votes:**

1. Request approval of resolution 17-R-068 authorizing submission of a grant proposal to the Department of Homeland Security. Passed.

2. Request approval of resolution 17-R-062 authorizing submission of a grant proposal to ANA. Passed.
3. Request approval of resolution 17-R-022 authorizing submission of an ANA SEDS grant proposal. Passed.
4. Request approval of the Tribal priorities letter in Senate Healthcare Reform Legislation. Passed.
5. Request approval of modification (1) to contract 17-C-061 with Dr. Saroj Parida. Passed.
6. Request approval of resolution 17-R-079 BIA feasibility study proposal. Passed.
7. Request approval to provide \$300 in burial assistance to D3139. Passed.
8. Request approval to add employees of KTHA to the Tribes insurance to transport youth to event. Passed.
9. Request approval of resolution 17-R-080 authorizing submission of a grant proposal to the National Fish & Wildlife Foundation. Passed.

**Closed Session:**

Bud Johnson moved and Josh Saxon seconded to approve resolution 17-R-083, 7 haa, 0 puuhara, 0 puuhara (Jody absent for vote)

Bud Johnson moved and Josh Saxon seconded to approve resolution 17-R-084, 7 haa, 0 puuhara, 0 pupitihara (Jody absent for vote).

Report has been made that there are Orleans community members taking water from the Tribes building in the middle of the night.

Robert Super moved and Jody Waddell seconded to approve moving all meetings to begin at 10am, 7 haa, 0 puuhara, 1 pupitihara (Michael Thom).

Tribal Member is present to discuss several needs with the Council. They have referred the TM to KTHA to seek assistance and Buster will make some calls on Monday morning regarding possible program assistance.

Previous employee #0023 would like to request hiring restrictions be removed. The Tribal Council will request additional documents for review and evaluate the matter next week.

Tribal Member #KB is present to appeal their KTHA eviction. The Tribal Council will request additional documents for review and evaluate the matter next week.

Tribal Member #SG is present to appeal the KTHA BOC decision. The Tribal Council will request additional documents for review and evaluate the matter next week.

Statement made by Tribal Member #KG that communication could improve in the programs.

Arch Super moved and Sonny Davis seconded to approve 17-A-063, 6 haa, 0 puuhara, 0 pupitihara.

Josh moved and Bud seconded to approve out of state travel for Cheryl Bearchild Baltimore, 6 haa, 0 puuhara, 0 pupitihara.

Arch Super moved and Sonny Davis seconded to approve agreement 17-A-065, 6 haa, 0 puuhara, 0 pupitihara.

Sonny Davis moved and Bud Johnson seconded to approve support of AB 653, 6 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Arch Super seconded to approve sending the letter regarding CSC, 6 haa, 0 puuhara, 0 pupitihara.

Josh Saxon moved and Bud Johnson seconded to approve resolution 17-R-090 limited waiver of sovereign immunity, 5 haa, 0 puuhara, 0 pupitihara (Arch absent for vote).

Josh Saxon moved and Robert Super seconded to approve moving expenses for FD \$2,900, 5 haa, 0 puuhara, 1 pupitihara (Arch Super).

Informational: Legal Counsel updated the Tribal Council on the email regarding previous employee #0117.

Employee drawing: Kurtz, Crystal

Arch Super moved and Jody Waddell seconded to approve \$15 per hour laborer, 5 haa, 1 puuhara (Sonny Davis), 0 pupitihara.

Consensus: to table the pay increase to the CFO and other Directors to determine benchmarks and outcomes and present it back to the Council.

Next Meeting: August 24, 2017 at 10AM in Happy Camp.

Arch Super moved and Josh Saxon seconded to adjourn at 8:21pm.

**Respectfully Submitted,**

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**Russell "Buster" Attebery, Chairman**

**Recording Secretary, Barbara Snider**

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**Karuk Community Health Clinic**

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**RESOLUTION OF THE  
KARUK TRIBE**

**Resolution No:** 17-R-095  
**Date Approved:** August 24, 2017

**RESOLUTION AUTHORIZING THE 2018 FUNDING AGREEMENT REPROGRAMMING  
REQUEST BETWEEN THE DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN  
AFFAIRS AND THE KARUK TRIBE IN THE AMOUNT OF \$1,030,313.00**

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

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

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

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

**WHEREAS;** in the 2015-2019 Multi-year Funding Agreement (MFA), it was agreed that annually the Karuk Tribe and the Bureau of Indian Affairs (BIA) would negotiate Annual Reprogramming Requests; and

**WHEREAS;** the Karuk Tribe and the BIA have met and the Karuk Tribal Council has approved the 2018 Annual Reprogramming Request from the BIA; and

**THEREFORE BE IT RESOLVED;** that the Karuk Tribal Council authorizes the 2018 Funding Agreement Reprogramming Request between the Department of the Interior, Bureau of Indian Affairs and the Karuk Tribe in the amount of \$1,030,313; now

**CERTIFICATION**

We, the undersigned, hereby certify the foregoing resolution which was approved at a Council Meeting on August 24, 2017 was duly adopted by a vote of \_\_\_\_ AYES, \_\_\_\_ NOES, \_\_\_\_ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which \_\_\_\_ voted.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



**5<sup>th</sup> AMENDMENT TO THE 2015-2019 MULTI-YEAR FUNDING AGREEMENT  
BETWEEN THE KARUK TRIBE**

**AND THE UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR**

In accordance with Section 8 of the Multi-Year Funding Agreement, this agreement is amended to attach the Reprogramming Request for 2018.

**KARUK TRIBE**

**BY:** \_\_\_\_\_  
Tribal Chairman

**DATE:** \_\_\_\_\_

**UNITED STATES OF AMERICA**

**BY:** \_\_\_\_\_  
Director, Office of Self-Governance

**DATE:** \_\_\_\_\_

Tribe: KARUK TRIBE

IA Tribal Organization Code: J52555

SG Tribal Compact Code: OSGT555

IA Area Office: J00100 - PACIFIC REGION

IA Agency Office: J52000 - NORTHERN CALIFORNIA

Line Item	Program Title	Cost Code	Info Tribal Share	A OSG Cumulative Base	B OSG Shortfall Base	C OSG Shortfall Request	D BIA Reprogram Request	E=A+B+C+D	FN
213	TPA General Increase - TPA/Tribal	T9901	0	34,102	0	0	0	34,102	
214	638 Pay Costs - TPA/Tribal	T9902	0	180,648	0	0	0	180,648	
224	Engineering/Supervision - Irrigation - NON TPA	12210	0	0	0	0	0	0	
225	Safety of Dams - NON TPA	12400	0	0	0	0	0	0	8
		Report Total	0	539,159	19,713	0	471,441	1,030,313	

**AUTHORIZED FINANCIAL OFFICERS**

\_\_\_\_\_  
Bureau of Indian Affairs - Regional Office

\_\_\_\_\_  
Tribe

\_\_\_\_\_  
Office of Self Governance

Office of Self-Governance

Self-Governance 2018 Funding Agreement - Reprogramming Request

Tribe: KARUK TRIBE

A Tribal Organization Code: J52555

SG Tribal Compact Code: OSGT555

A Area Office: J00100 - PACIFIC REGION

A Agency Office: J52000 - NORTHERN CALIFORNIA

Line Item	Program Title	Cost Code	Info Tribal Share	A OSG Cumulative Base	B OSG Shortfall Base	C OSG Shortfall Request	D BIA Reprogram Request	E=A+B+C+D	FN
24	Trust Management Improvement Project (UTB) - NON TPA	A3A00	0	0	2,888	0	0	2,888	
25	Assistant Secretary Support - NON TPA	A5000	0	0	0	0	0	0	
28	Administrative Services - NON TPA	A5220	0	0	3,990	0	0	3,990	
31	Information Resources Technology - NON TPA	A5340	0	0	0	0	0	0	
33	Executive Direction (Regional) - NON TPA	A6000	0	0	788	0	0	788	
36	Executive Direction - TPA/Agency	A9010	0	0	6,006	0	0	6,006	
39	Administrative Services - TPA/Agency	A9120	0	0	6,041	0	0	6,041	
40	Administrative Services - TPA/Region	A9120	0	0	0	0	0	0	
48	Job Placement and Training - TPA/Tribal	C9035	0	28,400	0	0	0	28,400	
50	Economic Development - TPA/Region	C9110	0	0	0	0	0	0	
54	Road Maintenance - TPA/Tribal	C9250	0	3,433	0	0	0	3,433	4
59	Education Line Officers - NON TPA	E5030	0	1,260	0	0	0	1,260	
62	Johnson O'Malley - TPA/Tribal	E9040	0	45,400	0	0	0	45,400	
66	Tribal Scholarships - TPA/Tribal	E9310	0	17,312	0	0	0	17,312	
69	Tribal Adult Education - TPA/Tribal	E9320	0	300	0	0	0	300	
77	Housing Development - NON TPA	H6030	0	4,645	0	0	0	4,645	
78	Social Services - TPA/Agency	H9010	0	8,333	0	0	0	8,333	
79	Social Services - TPA/Region	H9010	0	1,815	0	0	133,815	135,630	9
80	Social Services - TPA/Tribal	H9010	0	0	0	0	819	819	6
81	Welfare Assistance - TPA/Tribal	H9130	0	0	0	0	133,496	133,496	3
84	Indian Child Welfare Act - TPA/Tribal	H9220	0	65,100	0	0	14,019	79,119	7
85	Housing Improvement Program - TPA/Tribal	H9370	0	0	0	0	0	0	2
92	Law Enforcement Projects - NON TPA	J3300	0	0	0	0	0	0	
101	Community Fire Protection - TPA/Tribal	J9030	0	1,200	0	0	0	1,200	
116	Cooperative Landscape Conservation - NON TPA	N3300	0	0	0	0	0	0	2
120	Forestry - NON TPA	N3E00	0	0	0	0	0	0	5
130	Natural Resources, General (UTB) - NON TPA	N6A10	0	0	0	0	0	0	8
132	Forestry (UTB) - NON TPA	N6A30	0	1,208	0	0	0	1,208	
134	Water Resources (UTB) - NON TPA	N6A40	0	584	0	0	0	584	

tribe: KARUK TRIBE

A Tribal Organization Code: J52555

SG Tribal Compact Code: OSGT555

A Area Office: J00100 - PACIFIC REGION

A Agency Office: J52000 - NORTHERN CALIFORNIA

Line Item	Program Title	Cost Code	Info Tribal Share	A OSG Cumulative Base	B OSG Shortfall Base	C OSG Shortfall Request	D BIA Reprogram Request	E=A+B+C+D	FN
137	Natural Resources (UTB) - TPA/Agency	N9A05	0	648	0	0	0	648	
140	Agriculture Program (UTB) - TPA/Agency	N9B10	0	2,613	0	0	0	2,613	
143	Forestry Program (UTB) - TPA/Agency	N9C30	0	3,334	0	0	0	3,334	
149	Wildlife & Parks Program (UTB) - TPA/Agency	N9E50	0	1,385	0	0	0	1,385	
151	Wildlife & Parks Program (UTB) - TPA/Tribal	N9E50	0	135,600	0	0	0	135,600	
155	Water Rights Negotiation/Litigation - NON TPA	R3120	0	0	0	0	0	0	8
158	Real Estate Service Proj (UTB) - NON TPA	R3A00	0	0	0	0	0	0	
161	Environmental Quality Projects (UTB) - NON TPA	R3B30	0	0	0	0	0	0	8
167	Land Titles & Record Offices (UTB) - NON TPA	R6A50	0	0	0	0	0	0	
169	Trust Services (UTB) - NON TPA	R6C10	0	0	0	0	0	0	8
170	Real Estate Services (UTB) - NON TPA	R6C40	0	0	0	0	0	0	8
171	Environmental Quality Services (UTB) - NON TPA	R6C70	0	229	0	0	0	229	
176	Rights Protection - TPA/Agency	R9120	0	3,786	0	0	0	3,786	
177	Rights Protection - TPA/Region	R9120	0	0	0	0	0	0	8
178	Rights Protection - TPA/Tribal	R9120	0	0	0	0	0	0	
179	Trust Services (UTB) - TPA/Agency	R9A10	0	0	0	0	0	0	8
181	Trust Services (UTB) - TPA/Tribal	R9A10	0	0	0	0	0	0	
185	Real Estate Services Program (UTB) - TPA/Agency	R9C70	0	1,700	0	0	0	1,700	
186	Real Estate Services Program (UTB) - TPA/Region	R9C70	0	0	0	0	0	0	
187	Real Estate Services Program (UTB) - TPA/Tribal	R9C70	0	4,300	0	0	0	4,300	
189	Real Estate Appraisals (Moved to OST) - TPA/Region	R9C80	0	0	0	0	0	0	
192	Environmental Quality Program (UTB) - TPA/Region	R9D40	0	0	0	0	0	0	8
197	Community Services, General - NON TPA	T6010	0	339	0	0	0	339	
198	All Other Aid to Tribal Government - NON TPA	T6020	0	691	0	0	0	691	
201	Other Aid to Tribal Government - TPA/Region	T9020	0	1,386	0	0	0	1,386	
202	Other Aid to Tribal Government - TPA/Tribal	T9020	0	62,100	0	0	-52,219	9,881	10
206	Self-Governance Compacts - TPA/Tribal	T9240	0	-72,692	0	0	0	-72,692	
207	Self-Governance Compacts-Adjustments - TPA/Tribal	T9240a	0	0	0	0	0	0	
208	Contract Support - TPA/Region	T9370	0	0	0	0	241,511	241,511	1

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

# Karuk Tribe



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

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

## REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One:  Contract  
 MOU  
 Agreement  
 Amendment

Karuk Tribe Number Assigned: 17-A- 071

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

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

Requestor: Sara Spence

Date: August 16, 2017

Department/Program: Karuk Tribe Housing Authority

Name of Contractor or Parties: Karuk Tribe

Effective Dates (From/To): October 1, 2017 September 30, 2019

Amount of Original: \$70,000 per year  
Amount of Modification: \_\_\_\_\_  
Total Amount: \$70,000 per year

Funding Source: KTHA 20-1000

Special Conditions/Terms:

None.

Brief Description of Purpose:

Provision of IT services to KTHA.

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

Sara Spence  
Requestor

8/16/17  
Date

Laura Mayton  
\*\*Chief Financial Officer

8-17-17  
Date

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

8/17/17  
Date

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

Date

Other

Date

# KARUK TRIBE HOUSING AUTHORITY

P.O. Box 1159 • 635 Jacobs Way  
Happy Camp, CA 96039  
Ph: (530) 493-1414 • Fax: (530) 493-1415



1836 Apsuun Street  
Yreka, CA 96097  
Ph: (530) 842-1644 • Fax: (530) 842-1646

## REQUEST FOR CONTRACT/ AGREEMENT/ MOU

Check One:  Contract  
 Agreement  
 MOU  
 Modification

Number Assigned: 17-A-13

REQUIRED ITEMS: \*Procurement Attached   
\*System for Award Management (SAM) (CONTRACTS ONLY)   
\*Tribe / KCDC Notification (If Required)  Yes  No  N/A

Requestor: Sara Spence

Date: August 16, 2017

Department/Program: KTHA

Name of Contractor or Party(ies): Karuk Tribe

Effective Dates: From: 10/1/2017 To: September 30, 2019

Amount: \$70,000 per year

Funding Source: 20-1000

Brief Description of Purpose:

Provision of IT services to KTHA.

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

Requestor: 

8/16/17  
Date

\*\* Requestor's Immediate Supervisor

Date  
8/16/17

\*\* Executive Director or Assistant Director / Operations Manager

Date

\*\* Building Inspector or Construction Manager (Construction Projects)

Date

\*\* Chief Finance Officer

8/16/17  
Date

**Agreement Between  
Karuk Tribe (Agreement #17-A-11)  
And  
Karuk Tribe Housing Authority (Agreement #17-A-13)**

This Agreement is made between the Karuk Tribe, a federally recognized Indian Tribe, also referred to as the Tribe and the Karuk Tribe Housing Authority, a Tribally Designated Housing Entity, also known as KTHA.

Now, therefore, it is agreed by the parties hereto as follows:

**A. Purpose**

The purpose of this Agreement is to address issues relating to shared Information Technology (IT) staff and services.

**B. Responsibilities**

(1) Karuk Tribe Housing Authority agrees:

- a. To pay the Karuk Tribe \$70,000 annually for IT services
- b. To continue to pay for all of KTHA hardware, software and equipment used for IT services
- c. To provide an office for an assigned IT Support Technician
- d. The KTHA Executive Director will share supervision of the IT Support Technician

(2) Karuk Tribe agrees:

- a. To have an assigned IT Support Technician split his or her time between working directly on KTHA projects and Tribal projects. If the assigned IT Support Technician is unavailable, KTHA will receive support from any or all of the other Tribal IT staff, depending on the need.
- b. That KTHA will be entitled to receive all services offered by the IT Department including but not limited to the following:

Priorities:

- Assist the KTHA Board with computer support, email, and user accounts

- Implement backup solutions for Yreka KTHA sites
- ***Implement video conferencing to hold meetings and reduce driving costs – recurring priority not yet implemented***
- Establish wi-fi messaging/cellular communication method for Orleans Maintenance staff
- Ensure Yreka staff have access to Happy Camp server files and programs for continuity of access to shared construction files, HDS, and Accufund
- Provide live video streams of KTHA projects for all sites possible (with wi-fi and power) in a timely manner following request
- Install, support, and improve as necessary, tools (surveillance, monitors, telephone service) to provide for adequate staff safety in KTHA facilities

Services:

- Service KTHA work requests on the same priority basis as Tribal administrative computers
- Support fiscal software or upgrade with multi-user accessibility
- Perform preventative maintenance on all computers, printers, servers, phones, and internet access
- Install automatic updates to all KTHA computers for security
- Technical support for new construction projects, including participation in planning meetings for construction projects requiring IT planning (Wellness Center)
- Technical support for KTHA security operations
- Technical support for KTHA Computer/Education Center
- Maintain the current backup solution for Happy Camp KTHA sites
- Submit recommendations for server upgrades as needed
- Install a standardized “image” or set of applications on all housing computers
- Support connecting together distant KTHA sites for remote management and assistance
- Provide website support as needed
- Develop schedule for replacement of outdated computers
- Evaluate copy machines, printers, fax machines, and scanners in all KTHA facilities and make recommendations for replacement equipment as needed or requested
- Support & service of e-mail accounts
- Support & service of cell phone accounts
- Provide technical support for onsite meetings and trainings as needed.

It is understood that it will take time to complete all of the above tasks and that IT services are an ongoing commitment. Items marked as priorities will receive special attention. Future KTHA priorities will be determined by the KTHA Executive Director and the Tribe’s IT Director. To ensure that the priorities for KTHA IT service are being met, the Tribe’s IT Director will report to the KTHA board as requested. It is understood that the IT Dept will participate in the construction of new facilities as applicable.



This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party.

This agreement shall be effective as of October 1, 2017 and will remain in effect for two years until September 30, 2019 or until terminated in writing by either party, provided that ten (10) days' notice is given. The IT Director and the KTHA Executive Director will meet every six (6) months (September and March) to coordinate and review the services being provided.

Any modification of this Agreement shall be binding only if evidenced in writing and signed by an authorized representative of each party.

This Agreement shall be governed by and construed in accordance with the laws of the United States of America and Karuk Tribal Law.

The Karuk Tribe by entering into this Agreement does not waive, limit, or modify its sovereign immunity, nor any right to require exhaustion of Tribal administrative or judicial remedies in any manner.

In witness, each party to this Agreement has caused it to be executed at Happy Camp, California on the date indicated below. Each party by their signature below warrants and certifies that it possesses the legal authority to enter into this Agreement.

\_\_\_\_\_  
Robert Super, Chairman  
Karuk Tribe Housing Authority

Date: \_\_\_\_\_

\_\_\_\_\_  
Russell Attebery, Chairman  
Karuk Tribe

Date: \_\_\_\_\_

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

# Karuk Tribe

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

## REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One:  Contract  
 MOU  
 Agreement  
 Amendment

Karuk Tribe Number Assigned: 17-A- 072

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

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

Requestor: Sara Spence

Date: August 16, 2017

Department/Program: Karuk Tribe Housing Authority

Name of Contractor or Parties: Eleven O-Link Tribes

Effective Dates (From/To): FY2018

Amount of Original: \$4,400.50

Amount of Modification:

Total Amount: \$4,400.50

Funding Source: KTHA Non-Program Funds (Discretionary)

Special Conditions/Terms:

None.

Brief Description of Purpose:

Agreement to make whole three Tribes that lose funds by using Enrollment data to calculate the formula under the Needs portion of the Indian Housing Block Grant. KTHA pays, in discretionary funds \$4,400.50 to the Siletz Tribe, in exchange for an increase of \$87,112 to the FY2018 funding allocation from HUD. This is the 12th year of negotiations, all Tribes must agree, or HUD does not allow.

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

Requestor

Date

8/16/17

\*\*Chief Financial Officer

Date

8-18-17

\*\*Director, Administrative Programs & Compliance

Date

8/18/17

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

Date

Other

Date

8/16/17

Request for Contract/MOU/Agreement  
Updated October 25, 2012

This amended version supersedes all previous versions.

# KARUK TRIBE HOUSING AUTHORITY

P.O. Box 1159 • 635 Jacobs Way  
Happy Camp, CA 96039  
Ph: (530) 493-1414 • Fax: (530) 493-1415



1836 Apsuun Street  
Yreka, CA 96097  
Ph: (530) 842-1644 • Fax: (530) 842-1646

## REQUEST FOR CONTRACT/ AGREEMENT/ MOU

Check One:  Contract  
 Agreement  
 MOU  
 Modification

Number Assigned: 17-A-12

REQUIRED ITEMS: \*Procurement Attached   
\*System for Award Management (SAM) (CONTRACTS ONLY)   
\*Tribe / KCDC Notification (If Required)  Yes  No  N/A

Requestor: Sara Spence Date: August 16, 2017

Department/Program: KTHA

Name of Contractor or Party(ies): Eleven O-Link Tribes

Effective Dates: From: FY2018 To:

Amount: \$4,400.50

Funding Source: 10-0000 Discretionary

### Brief Description of Purpose:

Agreement to make whole three tribes that lose funds by using enrollment data to calculate the formula under the needs portion of the Indian Housing Block Grant. KTHA pays, in discretionary funds \$4,400.50 to the Siletz Tribe, in exchange for an increase of \$87,112 to the FY2018 funding allocation from HUD. This is the 12th year of negotiations, all Tribes must agree, or HUD does not allow.

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

  
Requestor

8/16/17  
Date

\*\* Requestor's Immediate Supervisor

Date  
8/16/17

\*\* Executive Director or Assistant Director / Operations Manager

Date

\*\* Building Inspector or Construction Manager (Construction Projects)

Date

  
\*\* Chief Finance Officer

8/16/17  
Date

## MEMORANDUM OF AGREEMENT Federal Fiscal Year 2018

The parties to this Memorandum of Agreement are the eleven tribes that are within the United States Department of Housing and Urban Development's Indian Housing Block Grant formula O-link for Northern California and Oregon: Confederated Tribes of Coos, Lower Umpqua, and Siuslaw; Confederated Tribes of the Grand Ronde Community of Oregon; Confederated Tribes of Siletz Indians; Coquille Indian Tribe; Cow Creek Band of Umpqua Indians; the Karuk Tribe; The Klamath Tribes; Quartz Valley Indian Reservation; Tolowa Dee-ni' Nation (formerly known as Smith River Rancheria); the Fort Bidwell Tribe and the Yurok Tribe. All eleven tribes are hereinafter collectively referred to as "the Parties".

For good consideration therefore, receipt of which is hereby acknowledged, the Parties hereby agree to the following regarding the data to be used by the United States Department of Housing and Urban Development (hereinafter referred to as "HUD") in allocating FY-2018 Indian Housing Block Grant (hereinafter referred to as "IHBG") funds among the Parties:

1. The IHBG formula areas for the Parties overlap with one another, which has led HUD to establish an eleven-tribe "o-link" that includes the formula areas of all eleven parties to this Agreement as a single overlap area for the "needs" portion of the IHBG formula allocation.

2. Pursuant to 24 CFR §1000.326(b), the Parties hereby agree that HUD shall use tribal enrollment to determine tribal membership in the eleven-tribe "o-link" overlapping formula area for the "needs" portion of the FY-2018 IHBG formula allocation.

3. The Parties request that the HUD IHBG formula center prepare two data runs once the final numbers for FY-2018 have been calculated:

a. Data Run "a" would show the IHBG amount for each of the Parties using tribal enrollment for the data in the needs portion of the formula.

b. Data Run "b" would show the IHBG amount for each of the Parties if HUD had used the BIA Total Resident Service Area Indian Population (hereinafter referred to as "TRSAIP") for the data in the needs portion of the formula.

4. Those parties whose IHBG amount under the Data Run "a" (tribal enrollment) is less than that under Data Run "b" (TRSAIP) will receive a transfer of funds from the other Parties (as described below) to ensure that the total amount of funds they receive for FY-2018 equals the amount they would have received if Data Run "b" had been used as the IHBG formula allocation data. This transfer of funds will be referred to hereinafter as "making the parties whole" or "make whole" payments. Each of the parties whose IHBG amount under Data Run "a" is greater than that under Data Run "b" shall be responsible for "making the parties whole" payment in an amount equal to that party's percentage of the increase in the overall IHBG amount resulting from the use of tribal enrollment data, which payments shall be made as follows:

a. The Klamath Tribes will make direct payment with non-IHBG funds to the Coquille Indian Tribe in the full amount of \$51,519 to make the Coquille Indian Tribe whole.

b. The Grand Ronde Tribal Housing Authority (\$16,227.62), the Quartz Valley Indian Reservation (\$7,023.16), and the Coos, Lower Umpqua and Siuslaw Tribes (\$176.22) will make direct payment with non-IHBG funds to the Cow Creek Band of Umpqua Indians in the full amount needed to make Cow Creek Band of Umpqua Indians whole.

- c. The Fort Bidwell Indian Community Council (\$5,679.50), the Karuk Tribe Housing Authority (\$4,400.50), the Tolowa Dee-ni' Nation (formerly known as Smith River Rancheria) (\$7,971.94), the Yurok Indian Housing Authority (\$9,520.19), the Coos, Lower Umpqua and Siuslaw Tribes (\$352.32), and the Klamath Tribes (\$14,171.55) will make direct payment with non-IHBG funds to the Confederated Tribes of Siletz Indians in the full amount needed to make the Confederated Tribes of Siletz Indians whole.
  - d. The payments described in paragraph (4) a, b, and c above, shall be made upon execution of this agreement, and no later than September 30, 2017. Payments not received by September 30, 2017 will incur a 10% penalty of the amount due. Tribes that are remitting payment will notify the host tribe when payment is rendered.
  - e. No later than 30 days after the HUD award, the hosting tribe for that year will convene a conference call with all eleven (11) Tribes to determine if any adjustments to payments will be required. Payments due as a result of the reconciliation of estimated versus actual grants will be remitted within 15 days of the conference call.
  - f. A copy of each Tribes executed agreement shall be submitted to the hosting Tribe by October 1, 2017.
  - g. For payments made with IHBG funds, the party receiving payment(s) certifies that the funds shall be used in accordance with the Native American Housing Assistance and Self-Determination Act.
5. Aside from the agreements specifically set out herein, none of the Parties will have any obligation toward any of the other Parties to make payment to or indemnify as a result of this Agreement.
6. Nothing in this Agreement is intended nor shall be construed to be a waiver of the sovereign immunity of any of the Parties, which immunity is hereby expressly asserted.
7. Nothing in this Agreement is intended to and shall not be construed to benefit any third party or to grant any rights to any person or entity not a party to this Agreement.
8. The Parties hereby agree that they will confer in June 2018 to determine whether or not this Memorandum of Agreement will continue for the FY-2019 IHBG allocation, and agree to meet each year thereafter in June of that year to determine the issue for the subsequent year's IHBG allocation.

**[signatures on the following page]**

*By our signatures below, each of the persons executing this document represents that he or she is acting with proper and delegated authority on behalf of the party on whose behalf he or she is signing this Agreement:*

**Confederated Tribes of Coos, Lower Umpqua, and Siuslaw:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Confederated Tribes of the Grand Ronde:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Confederated Tribes of Siletz Indians:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Coquille Indian Tribe:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Cow Creek Band of Umpqua Indians:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Karuk Tribe:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Klamath Tribes:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Quartz Valley Indian Reservation:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Tolowa Dee-ni' Nation:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Yurok Tribe:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**Fort Bidwell Tribe:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

Share based on TRSAJP: From FY16est

	tribe tribe name	biolot2 Total AIAN persons in BIA service area for IHBG formula	BIAFRAC Tribal fraction of BIA TRIPS data for total overlapping area	Est 2018 Base ACS with volatility 650 M	11
1	Fort Bidwell	306	0.23%	\$317,130.00	11
2	Karuk	13197	10.09%	\$3,696,864.00	
3	Quartz Valley Reservation	104	0.08%	\$247,392.00	
4	Tolowa	3191	2.44%	\$769,854.00	
5	Yurok Tribe	21961	16.79%	\$3,944,366.00	
5	Coos, Lower Umpqua and Siuslaw Tribes	4266	3.26%	\$815,718.00	
7	Coquille Indian Tribe	5186	3.97%	\$1,056,295.00	
8	Cow Creek Band of Umpqua Indians	8137	6.22%	\$937,179.00	
9	Grand Ronde Confederated Tribes	18503	14.15%	\$2,632,772.00	
10	Klamath Tribes	5078	3.88%	\$1,411,270.00	
11	Siletz Confederated Tribes	50860	38.89%	\$3,695,783.00	
<b>Total</b>			1100.00%		11

Share based on enrollment: Simulation using FY18est

	tribe tribe name	biemo2 BIA enrollment for IHBG formula	BIAFRAC Tribal fraction of BIA TRIPS data for total overlapping area	Grant2 Est. Base ACS w/Volatility TTE	11
	Fort Bidwell	345	1.11%	\$429,561.00	
	Karuk	3741	12.06%	\$3,783,976.00	
	Quartz Valley Reservation	305	0.98%	\$386,422.00	
	Smith River Rancheria	1569	5.06%	\$927,666.00	
	Yurok Tribe	6086	19.61%	\$4,132,827.00	
	Coos, Lower Umpqua and Siuslaw Tribes	1144	3.69%	\$826,181.00	
	Coquille Indian Tribe	1053	3.39%	\$1,004,776.00	
	Cow Creek Band of Umpqua Indians	1713	5.52%	\$813,752.00	
	Grand Ronde Confederated Tribes	5272	16.99%	\$2,954,013.00	
	Klamath Tribes	4722	15.22%	\$2,711,676.00	
	Siletz Confederated Tribes	5080	16.37%	\$3,653,687.00	
		31030	1100.00%		11

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AMOUNT

COQ	\$51,519.00			
COW	\$23,427.00	\$7,023.16	\$176.22	
SILETZ	\$42,096.00	\$4,400.50	\$7,971.94	
<b>Total</b>	<b>\$117,042.00</b>	<b>\$352.32</b>	<b>\$14,171.55</b>	

Payor Tribes: Klamath Tribes  
Payor Tribes: Grand Ronde, QVIR, CLUS

Payor Tribes: Ft. Bidwell, Karuk, Tolowa, Yurok, CLUS, Klamath

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

# Karuk Tribe



Karuk Dental Clinic  
64236 Second Avenue  
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Phone: (530) 493-2201  
Fax: (530) 493-5364

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

## REQUEST FOR RESOLUTION

Check One:  Resolution

Karuk Tribe Number Assigned: 17-R-097

Prior Amendment: \_\_\_\_\_  
\_\_\_\_\_

Requestor: Sara Spence

Date: August 16, 2017

Department/Program: Karuk Tribe Housing Authority

Brief Description of Purpose:

**Resolution authorizing the use of Enrollment Data to calculate the Needs portion of the Indian Housing Block Grant for Fiscal Year 2018.**

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

Requestor

Date

8/16/17



\*\*Self-Governance Coordinator

Other

Date

8/17/17

Date

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**RESOLUTION OF THE  
KARUK TRIBE**

**Resolution No: 17-R-097**  
**Date Approved: August 24, 2017**

**RESOLUTION AUTHORIZING THE USE OF TRIBAL ENROLLMENT DATA FOR THE  
DISTRIBUTION OF INDIAN HOUSING BLOCK GRANT FUNDS TO REPLACE LABOR  
FORCE STATISTICS FOR PROGRAM YEAR 2018**

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

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

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

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

**WHEREAS;** the Karuk Tribe established the Karuk Tribe Housing Authority "KTHA" as their Tribally Designated Housing Entity to receive funding on behalf of the Karuk Tribe from the Department of Housing and Urban Development Indian Housing Block Grant (IHBG) Program to provide decent, safe, sanitary, and affordable housing to Karuk Tribal Members and other qualified Native Americans in their Formula Area; and

**WHEREAS;** the amount of the Karuk Tribe's annual IHBG is determined by Formula Current Assisted Stock (FCAS) and a Need Component, once the FCAS allocation is determined, the remaining funds are allocated by the Need Component; and

**WHEREAS;** the Karuk Tribe shares a Formula Area with 10 other Tribes creating an O-Link, and so the Need Component is allocated by the Total Resident Service Area Indian Population (TRSAIP) data collected by the Bureau of Indian Affairs, unless the overlapping Formula Area Tribes agree to a different method; and

**WHEREAS;** the Karuk Tribe has entered into an agreement with ten (10) Tribes for a fair and equitable resolution of the overlap calculation in the HUD defined O-Link; and

**WHEREAS;** the Karuk Tribe Housing Authority agrees to make direct payment of its share of the make whole calculation, as calculated on a pro rata basis depending on total funds received through the use of the Tribal Enrollment Data; now

**THEREFORE BE IT RESOLVED;** that the Karuk Tribe Housing Authority would suffer a significant loss of funds by using labor force statistics (TRSAIP data) for calculating the distribution of IHBG funds and has chosen to use Enrollment Data for the distribution of Needs Formula Funding; and now

**THEREFORE BE IT FINALLY RESOLVED;** that the Karuk Tribal Council authorizes the use of Tribal Enrollment Data for the distribution of Indian Housing Block Grant Funds to replace Labor Force Statistics for Program Year 2018.

#### CERTIFICATION

We, the undersigned, hereby certify the foregoing resolution 17-R-097 which was approved at a Regular Council Meeting on August 24, 2017, was duly adopted by a vote of \_\_\_\_\_ AYES, \_\_\_\_\_ NOES, \_\_\_\_\_ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which \_\_\_\_\_ voted.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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August 25, 2017

SENT VIA EMAIL: [IHBGformula@firstpic.org](mailto:IHBGformula@firstpic.org)

IHBG Formula Customer Service Center  
1025 Connecticut Ave. NW, Suite 124  
Washington, DC 20036

Subject: Authorization to Use Total Tribal Enrollment for 2018 Indian Housing Block Grant

The Karuk Tribe authorizes the use of Total Tribal Enrollment for calculating the "needs" portion of the Federal Fiscal Year 2018 Indian Housing Block Grant.

On July 27, 2017 representatives of the 11 tribes in the formula area overlap known as OLINK 78 met in Yreka, California.

Those present reached agreement where the Tribes that gain from the application of Total Tribal Enrollment will compensate the Tribes that lose funds. Each Tribe will forward a letter signed by their authorized representative confirming their concurrence to use Total Tribal Enrollment instead of Total Resident Service Area Indian Population.

Please contact Karuk Tribe Housing Authority, Executive Director, Sara Spence at (530) 493-1417 if you have any questions.

Sincerely,

Russell Attebery  
Chairman  
Karuk Tribe

**SCOTT QUINN, DIRECTOR OF TRIBAL LANDS MANAGEMENT**  
**Directors Report for Council Meeting on**  
**August 24, 2017**  
*(for work from 7/27 to 8/17)*

**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:**

KT	MST	4/25/2017	Sent Updated Commitment, etc to Arvada for WME																	
KT	BIA	5/18/2017	Requested update on PTO from Arvada.																	
BIA	KT	5/18/2017	Arvada emailed that she received the PTO from the Solicitor, and will be preparing the NOA.																	
KT	BIA	8/3/2017	Asked Arvada about the progress of the NOA																	
BIA	KT	8/4/2017	Arvada said they had not issued the NOA, but would get it out as soon as they could.																	

**Remaining:** FEE TO TRUST PROCESS – 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:**

KT	BIA	5/10/2017	Sent Updated Commitment, etc. to Arvada for both Tynes and Menne																	
KT	BIA	5/18/2017	Requested update on PTO and told Arvada and Lorrae that this is our top priority FTT Application.																	
KT	BIA	5/25/2017	Called and left a message with Arvada for an update.																	
BIA	KT	5/30/2017	Arvada said she is assembling the docs for a Legal Description Review, then she will prepare the Notice of Decision.																	
KT	BIA	8/2/2017	Emailed Arvada and Theresa Brown for an update on LDR and PTO.																	
BIA	KT	8/4/2017	Arvada emailed that the LDR was sent for review 7/5 and then will go to PTO. They are busy working on year-end performance measures.																	

**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:**

KT	BIA	4/7/2017	Asked Hillary if we had environmental clearance signed off yet, and that we should not need SHPO or THPO.																	
KT	BIA	4/7/2017	Hillary said that the CatEX was complete and sent to Realty.																	
BIA	KT	6/5/2017	Lorrae said the NOD is ready for signature.																	
KT	MST	6/16/2016	Talked to Sheila and resent the email with the signed and notarized deeds.																	
BIA	KT	6/13/2017	Received NOD dated 6/7/2017																	

**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.

**Status:** <No Change> BIA has sent the legal description to the surveyor and solicitor for review. Then they will then publish a NOA.

KT	BIA	4/7/2017	Asked Lorrae for an update.																	
KT	BIA	4/27/2017	Emailed Lorrae again for the update.																	
KT	BIA	5/18/2017	Emailed Lorrae AGAIN for an update.																	
BIA	KT	6/5/2017	Lorrae emailed that she has not forgot about us, she is just trying to figure out the legal description after the 2.81 acres is removed.																	
KT	BIA	6/16/2016	Sent Lorrae the reference Plat 6 to determine if the 2.81 acres is still described in the legal from Caltrans.																	

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

**MEETINGS & TRAINING**

1. I attended a KTGC Meeting on 8/4/2017, and 8/15/2017. The gaming commission is busy reviewing and approving key licenses, and vendor contracts as well as assembling and approving the proper policies and ordinances needed to regulate the Rain Rock Casino.
2. On 8/15/2017 I attended the NIGC Gaming Commissioner Training here in Yreka. It was good to see so many of our members interested in the regulatory aspects of the casino.
3. August 8-11 I attended the Siskiyou County Fair and Director activities. We had our monthly fairboard meeting on 8/15.
4. On 8/10/17 I attended the Council Health Board Meeting and notarized a contract for CVC.

**INFORMATIONAL**

1. I helped our HHS Department coordinate the placement of the storage shed on the KR RV Park.
2. Drafted and had Council approve a Lease for one of the Park models in HC.
3. Reviewed a KTHA ERR and had it approved.
4. Processed August rentals for the White Mtn. Estates.
5. Helped research requirements/availability of a liquor license for RR Casino.
6. Drafted, and had approved SLA's for the Casino and trailers. Waiting on BIA recording.
7. Reviewed AB653, and suggested we support the bill.

**ACTION ITEMS**

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**Department of Natural Resources**

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

# Karuk Tribe

**Administrative Office**

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

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**DEPARTMENT OF NATURAL RESOURCES  
TRIBAL COUNCIL REPORT  
August 2017**

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

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

\*We continue to actively engage and consult with Humboldt County and the State of California to improve implementation of cannabis regulation and enforcement. Our overarching goals concerning the regulation of cannabis cultivation is to enhance the Karuk Tribe's ability to have a meaningful voice in these regulatory processes to ensure protection of significant Tribal Cultural Resources. A substantial portion of our August KRAB meeting was dedicated to the continued development of effective consultation and coordination measures between Tribal, State and County governments. Our morning session was dedicated to meeting with representatives and staff from the Humboldt County Planning and Building Department's Cannabis Regulation and Enforcement Division concerning on-going implementation of the Humboldt County Cannabis Regulation and Control Ordinance. This meeting focused primarily on the processing of permit applications and outside agency review processes. We (the Tribe) emphasized our belief that the County should be referring the applicant to the Karuk Tribe at the same time that they are sending us their completed application for comment. This would allow the Tribe the opportunity to advise the applicant of our estimated costs to process their application, sign contracts, schedule site visits, perform surveys and write final reports, etc. The expedited process which Humboldt County has undertaken to amend their Commercial Cannabis Land Use Ordinance (CCLUO) was the other major topic of discussion at this meeting. The proposed amendments are being fast-tracked through the public process, in order to ensure that the amended sections of their CCLUO ordinance have received final approval and are in effect prior to January 1, 2018. This is an important distinction and deadline, as the newly minted State regulations will rule in the absence of County regulations beginning on January 1, 2018.

The afternoon session of our KRAB meeting was set aside to accommodate a formal government-to-government consultation meeting between the Karuk Tribe and the California State Water Resources Control Board. A number of staff members from the water board traveled from Sacramento to attend this meeting, including the Groundwater Protection Section Chief, Water Quality and Public Trust Section Chief, Director of

Public Participation, Tribal Liaison, and an Attorney from their Office of Chief Counsel. We followed-up on our preliminary formal comments submitted to the Water Board several months ago. We (the Tribe) once again emphasized that agency consultation with the Karuk Tribe should be occurring at the beginning of the process and not at the end. The meeting was very informative and productive.

Michael Ashley and Chris Sims from the Center for Digital Archaeology (CODA), who are assisting us with the development of the Sipnuuk Digital Library and our Cultural Resources Database, attended both of these meetings and provided us (the Tribe) very useful technical support and assistance. In addition, they are in the process of developing a paperless permit processing and response system in order to provide an efficient internal management and response system.

County staff are not able to keep up with the work load associated with permit processing and at the same time key staff within the Planning Department are being distracted from these pressing issues to ensure that the amendment process is moving forward in a timely fashion. Likewise, staff at the Water Board and the State Cannabis Licensing Agencies are all in a serious time crunch trying to have regulatory processes in place by January 1, 2018. As a result, all of these processes are very fluid and moving fast and we are doing our best to keep up with the rapidly evolving regulatory landscape. These issues have already had a negative impact on DNR staff resources. However, I continue to believe that a significant opportunity is also represented in these regulatory processes, and that we (the Tribe) are well situated to capitalize on this opportunity. I will keep the Tribal Council informed as this situation unfolds.

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

Fire Assignment

## WATER QUALITY MANAGER/ Susan Fricke

Participated in the following meetings/processes:

- Facilitated a CCHAB (state harmful algae boom) meeting in Sacramento.
- While in Sacramento for CCHAB met with USGS to discuss them helping us improve our real-time stations, SWRCB to discuss 401, and Bend Genetics to discuss upcoming cyanotoxin work.
- Attended a meeting and field trip in Klamath Falls about reinitiating the biological opinion for suckers and coho.
- Working with our lawyers and our contracted lawyers on our TAS application.
- Attended meetings and worked with consultants for KRRC on dam removal process.
- Participated in co-chair CCHAB planning meetings and subcommittee meetings.
- Participated in an IMIC quarterly meeting.
- Attended ground water webinars.
- Participated in a council meeting.
- Participated in DNR coordinator meeting.



## Reports

- Council Report
- EPA 3rd Quarter Report

## Water Quality Crew Update

- Our crew is doing great this summer and is in full swing sampling fish disease, toxic algae, nutrients, and other water quality parameters. Toxic algae is present in the river but remains at levels below where we would post for public health.

## FISHERIES PROGRAM MANAGER/Toz Soto

The Fisheries Program is working on summer projects that include: Fish Habitat Assessment in Canyon Creek, Flow and Temperature Monitoring, Summer Steelhead and Spring Chinook Counts, PIT tagging and Coho Studies. Planning projects include; Klamath Basin Integrated Restoration Plan, Assistance with KRRC activities that include Klamath Dam Removal and Re-consultation regarding the Biological Opinion for Coho Salmon regarding the Klamath Irrigation Project.

The program is currently operating an outmigrant rotatory trap in the lower Salmon River. Genetic samples are being collected at that site and provided to UC Davis researchers whom are studying Spring Run Chinook genetics.

The program has hosted the tribal youth crew during the past month. Youth are working alongside our fisheries technician sampling fish, operating traps, manual fish passage improvements and collecting stream flow data on middle Klamath River tributaries.

This year's Spring Chinook count was the one of the lowest recorded counts in the 25 year history of the surveys. Only 130 fish were counted in the Salmon River. Steelhead numbers so far are extremely low and expected to be near record lows, but Dillon and Clear Creek have yet to be surveyed due to wildfires in those watersheds.

The fisheries program will be teaming up with MKWC to implement a large restoration project in lower Seiad Creek beginning in early September. This project has been planned for nearly 10 years and will improve habitat for Coho salmon.

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

## NATURAL RESOURCES POLICY ADVOCATE/ Craig Tucker

### Update from Natural Resources Policy Advocate

Since returning from my vacation, I have focused almost exclusively on getting our spring Chinook listing petition and accompanying media materials finalized.

### Spring Chinook Listing

Currently, as presented to council previously, we plan to move forward with plans to initiate the process to petition the National Marine Fisheries Service to add Upper Klamath Trinity spring Chinook to the Endangered Species List following the peer reviewed publication of Dr. Michael Miller's research in Science Advances.

The purpose for this action is to 1) increase public pressure on agencies to take meaning steps towards to fish recovery, 2) provide additional legal obligations for agencies to take meaning steps towards to fish recovery , and 3) encourage agencies and other funders to direct restoration dollars towards spring Chinook recovery.

The process for listing requires that we first provide a 30 notice to California and Oregon before filing petition with National Marine Fisheries Service.

Chairman Attebery, Councilman Saxon, Director Hillman and I did meet with most of the Yurok Council this week. They are concerned that listing could 1) affect their spring and possibly fall fishery and 2) could result in delays for dam removal. They arrive at the latter notion by suggesting that ESA listing could require additional environmental reviews prior to completing the Clean Water Act permits or environmental reviews by FERC. My conversations with several attorneys that work on ESA issues as well as California's own water board attorney working on the Clean Water Act permit leads me to conclude that this is not a concern.

In order to address Yurok's comments I have arranged for several ESA attorneys including Daniel Cooper who represents us in the matter, to meet by phone with Yurok to address their questions. Also, since we have a month between our notice to file the petition and actually filing, I suggest we invite them to offer comments on our petition that may address at least some of their concerns.

### WATERSHED RESTORATION PROGRAM/ Earl Crosby

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

#### Horse Creek Project

The Final Environmental Impact Statement (FEIS) and Decision Notice have been released. We have entered the objection phase and Council will be kept abreast as we move forward.

#### Westside

The last of the salvage activity within the Aboriginal Territory is ongoing in the Cold Springs Units.

#### Lower Seiad Creek Restoration

Working closely with our restoration partners in implementing this project in late August and early September.

#### Happy Camp Community Wildfire Protection Plan Update

Still in the initial phase of working with the Happy Camp Fire Safe Council on the update, and drafting funding agreement language with MKWC for our participation. This has been put on hold as the fire season is fully upon us.

State Water Resources Control Board Cannabis Cultivation Waste Discharge Regulatory Program and Humboldt County regulatory update

Both State and County Staff presented to the KRAB on August 1st, 2017

USFS and Trespass Marijuana Grows

Initial discussions and arranging meeting with necessary staff from both entities to explore an agreement mechanism for closer coordination and collaboration with USFS.

We have requested to join in a Regionwide effort and have yet to have a satisfactory response.

Fire Assignments

Acted as Designated Tribal Representative for the Marble Fire and the Orleans Complex.

I am relieving Bill Tripp starting 08/15 as he has completed his 14 day assignment.

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

Earl Crosby

Watershed Restoration Coordinator

### THPO/ARCHAEOLOGIST/Alex Watts-Tobin

The THPO-Archaeologist has finalized the Happy Camp FTT report and has sent the WKRP Cultural Resources Specialist Report to the Chair of KRAB for final approval. A Leave Without Pay was taken for 14 days to serve in Happy Camp on the Clear Fire as AD Heritage Consultant. During this month, Pihnef Elston was working on Leary Creek, while Analisa Tripp and Vikki Preston were out on ceremonies the majority of the month.

- The August 1st KRAB meeting was attended by Steve Lazar, a representative from Humboldt County. CODA were also present, as they are assisting in the design of a database interface that could help with environmental applications. The discussions moved forward significantly in the direction of developing a mechanism for the Karuk Tribe staff to work on environmental applications that have cultural resources components. There was a meeting immediately following with the State Water Resources Control Board, discussing water resources issues and California Marijuana growing regulations.

- The Archaeologist has started negotiations with Tremaine and Associates over two up-coming Caltrans projects: one is the seismic retrofit of the Camp Creek Bridge, which is adjacent to Tishawnnik. The other is a set of culvert maintenance proposals, called "Ukonom 3", about which Caltrans District 3 has consulted at KRAB, and is now going ahead. For the first time, Karuk staff will be contributing directly to a Caltrans project.

- The Leary Creek surveys continue: they are for conducting cultural resources surveys in the area close to the edge of Karuk country close to the Hoopa square. Ani and Vikki provided leadership during July. Pihnef has provided staff cover during August.

- Now that the NEPA report for WKRP is all but finalized, attention is turning now to the Section 106 report for WKRP. This report needs to be signed by SHPO before NEPA is signed. The tentative deadline for this report is August 30th.
- The THPO has engaged in government-to-government negotiations, and at the KRAB level, concerning damage to a pre-contact site on the Clear Fire in Clear Creek. The THPO is recommending a site update and an eligibility determination, which the Klamath National Forest does not routinely do. The THPO has issued a Suppression Repair plan for the Clear Fire, incorporating four sites, and has discussed cultural issues with Karuk elders.
- The THPO is participating in a planning group for the annual SHPO-THPO summit, which will take place at Graton Rancheria in December 2017. The theme is “Connecting Water and Culture”.
- Monitors were dispatched to Siskiyou Telephone projects in Happy Camp, and Red Cap Bridge in Orleans.

### ASSISTANT FIRE MANAGEMENT OFFICER/David Medford

Fire Assignment

### GIS SPECIALIST/DATA STEWARD/Jill Beckmann

Fire Assignment

### GIS TECHNICIAN II/Kenny Sauve

#### Projects:

- Provided GIS support for USFS wildlife biologist, in analysis of NSO habitat for WKRP.
- Provided GIS support for USFS fire and fuels specialist for WKRP.
- Provided GIS support for USFS fisheries biologist for WKRP.
- Continued to update/edit WKRP geodatabase along with other discipline’s geodatabases.
- Worked with several USFS WKRP Interdisciplinary Team members on the proposed action section of the WKRP Environmental Assessment.
- Continued to update/create map templates for the WKRP Environmental Assessment.
- Continued working on the GIS component of the 2017 Klamath River TREX, collecting, organizing, updating, and developing GIS data.
- Provided GIS support for THPO Alex Watts Tobin.
- Continued to create preliminary maps for 2017 TREX.
- Prepared maps for Earl and Alex for their Marble Fire assignment
- Provided requested GIS data for Green Department of Transportation, a contractor of Sandi Tripp and the Tribe’s Department of Transportation.
- Assisted Alex Watts-Tobin with data request from his fire assignments.

#### Meetings/Training Attended:

7/21- Meeting at the Supervisors Office in Eureka with USFS WGRP Interdisciplinary Team leader Corrine Black.

8/9- Meeting at the Supervisors Office in Eureka with USFS WGRP Fisheries Biologist LeRoy Cyr

8/10 – Klamath River TREX planning conference call

8/11 – TBD Fire assignment as a GISS Trainee

I was sick leave from 7/24-7/28 for an operation and recovery. 7-31-8/4, I worked part time and continued to recover. I was back working full time on 8/7.

Kenny Sauve

GIS Technician II

## 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. Currently working of an excel budget worksheet for coordinators to review. Processing all JV for coordinators.

DNR – Leaf Hillman – Processed the following documents:

- EE&A's for Coordinators review, for the month of July 2017 8/15/17
- Invoice for GSA –vehicle lease for June 2017 7/24/17
- Processed invoice for Nancy Doman 16-C-082 (Invoice No. 30) 8/1/17

WGRP – Bill Tripp – Processed the following documents:

- Processed invoice for MKWC 15-C-015 (Invoice No. 11), Mod. 2 & 3 7/21/17
- Processed invoice for MKWC 15—015 (Invoice No. 1) Mod. 5 7/21/17
- Worked on WGRP Template by modification outlining deliverables – ongoing
- Processed RFP for WGRP – TEK contractual

FAC – Bill Tripp – Processed the following documents:

NFWF – Bill Tripp – Processed the following documents: Six Rivers Resiliency Project

- Processed invoice for MKWC 17-M-001 (Invoice No. 4) 8-9-17

Watershed – Earl Crosby – Processed the following documents:

- Nothing to report at this time

Water Quality – Susan Corum – Processed the following documents:

- Nothing to report at this time

FISHERIES – Toz Soto – Processed the following documents:

- Processed invoice for Biostream Environmental 14-C-086 (Invoice No. 3) 7/31/17
- Processed new contract for Ross Taylor and Associates 17-C-088 7/25/17

Food Security: - Lisa Hillman – Processed the following documents:

- Processed invoice for Wilverna Reece Contract 16-C-062 – (Invoice No. 17-010) 8/3/17
- Processed invoice for Kathy Barger-McCovey 16-C-037 (Invoice No. 8) 8/7/17
- Processed invoice for Jenny Staats 16-C-087 (Invoice No. 11) 8/10/17
- Processed new contract for Robyn Reed 17-C-091 cultural practitioner 7/25/17
- Processed invoice for James Ferrara 17-C-044 (Invoice No. 2) 8/1/17
- Processed invoice for Deanna Marshall 16-C-090 (Invoice No. 2) 8/1/17
- Processed invoice for Robyn Reed 17-C-091 (Invoice No. 1) 8/7/17
- Processed invoice for James Ferrara 16-C-089 (Invoice No. 5) 8/9/17
- Processed invoice for Shauniece Polmateer 17-C-092 (Invoice No. 1) 8/14/17
- Processed invoice for Stormie Jackson-Polmateer 17-C-093 (Invoice No. 1) 8/14/17
- Processed invoice for Stormie Polmateer 16-C-093 (Invoice No. 17-007) 7/10/17

Policy Advocate – Craig Tucker– Processed the following documents:

- Processed invoice for Biostream Environmental 14-C-086 (Invoice No. 3, Mod. 6) 8/1/17
- Processed Modification No. 8 for Biostream Environmental 14-C-086 8/14/17
- Processed invoice for Saxton & Associates 16-C-062 (Invoice No. 4) 8/10/17
- Processed Modification No. 4 for ICF Jones & Stokes 14-C-088 8/14/17

THPO – Alex Watts-Tobin– Processed the following documents:

- Processed Proposal for 2017 THPO Grant – New 7/26/17

FUELS/FIRE - David– Processed the following documents:

- Processed procurement for Radio Installs into DNR Vehicles 8/15/17

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

GRANTS AND AGREEMENTS DIVISION COORDINATOR/ Sinéad Talley

PIKYAV FIELD INSTITUE PROGRAM MANAGER /Lisa Hillman

Action Items: DNR/Council Special Meeting, September 6, 2017

Should my draft documents move closer to finalization, I will send hardcopies to you one week before our DNR meeting.

Program Updates

1. Building Capacity: I've received notice that my SOD project has been awarded an additional 10K from the US Forest Service. Funds will be used to implement further outreach and workshops on the plant pathogen.
2. Program Management: With upcoming presentations, including a guest talk to Humboldt State University students and a live webinar presentation hosted by the technical assistance provider for U.S. Dept. of Education, Office of Indian Education, Native Youth Community Project, I am keeping busy and continuing my spree of outreach activities. Leaf, Bari and I presented at the Society for American Archivists in Portland, OR. Our presentation titled "pananú'uup kunxayhú'ruthunati - preserving our treasured possessions for others," seemed pretty successful.
3. Teacher Trainings: I'll be giving two – for Junction and Forks of Salmon Elementary Schools – at the end of the month. Hopefully we will soon learn who will be assuming the principal position at Orleans Elementary, and can work with staff to find a date for training.
4. K-12 Lessons: I'm still working on a few deliverables that need to be finalized for the end of the Food Security grant and the end of Píkyav's Year 1, and may have something for you at our next DNR/Council Special Meeting.
5. Workforce Development: We have been able to hire 8 tribal students for summer jobs, and a number of DNR employees have been leading activities regarding environmental workforce development in the field, as well as in the office and for their personal professional careers. This will also complete our Project deliverables for this objective.
6. Higher Education Opportunities: This is the last week of our Peekaavichvaans Project. As always, this is a trying season for all of us involved: Bari, Tawnia, Grant, Mike Polmateer and our Natural Resource Technicians have done a terrific job with our Tribal Youth. Yôotva.
7. Seasonal Youth Camps: Although the school year is nearing, I just don't have the capacity to get behind this objective at the moment. We do have some tentative plans penciled in, and will let you know more as our plans develop.

K-12 ENVIRONMENTAL EDUCATION DIVISION COORDINATOR/  
Nicole Woodrow

FOOD SECURITY PROJECT COORDINATOR/Grant Gilkison

Objective 15: Ishkêesh'tunvíiv

Objective 16 & 26: Seasonal Youth Camp & Intertribal Youth Exchange The 2017 Summer Seasonal Youth Camp & Intertribal Youth Exchange at Fish Lake was huge success! We had 87 people attend and participate, with 45 youth total over the course of 4 days and 3 nights. We occupied 8 camp sites, most kids staying overnight with some visitors during the days. Our activities included fishing, boating, art projects and food

activities such as acorn processing and cleaning fish. We had a basket material gathering field trip led by Kathy McCovey and Deanna Marshall. Deanna led the group through processing and dying woodwardia fern with alder bark. Mike Polmateer led a talk about Fisheries, Ben Saxon gave a lesson on the Herbarium followed by Aja Conrad who led them in an activity and discussion about Climate Change and Global Warming, Heather led art projects such as plant printing on fabric, Stormi Palmateer cooked 9 meals in total, serving local donated fruit and veggies, as well as Bison and Puufich. When asked what their favorite part of the camp was, the kids agreed that it was the food! During two evenings, Clarence Hossler and Annelia Hillman each told a story about Fish Lake and the surrounding area. We were joined by Perri McDaniels and two youth from the Klamath Tribe. She talked to the kids about their native food “Wocus” which also growing on Fish Lake. She explained its use, how to process it, and the devastating history that cattle ranching has had on it. We had the assistance of as many as 20 local volunteers who helped to chaperone their children and contribute to camp and camp activities. It went by so fast but a good time was had by all.

Objective 16: August 2nd, Happy Camp: Math and Science Camp. We coordinated with Nicole to provide a lesson on Native Plant ID and traditional medicine. We provided a hand out on native plants with pictures and uses, in which they practiced botanical illustration of each plant which we brought in for them to see and touch. The kids got the hands-on experience of gathering plant medicine at the mouth of Indian Creek. They also assisted in formulating the salve which they were each able to take home. We had open discussions about plant habitat and the importance of both local traditional education as well as academic education to return to the river and be active in the future of our ancestral territory.

Objective 19: Community Gardens: We continue to tend the Community Garden at the Senior Center, watering the garden and harvesting tomatoes, zucchini, and cucumbers for senior lunch. JoAnn has said that they are much appreciated by the elders.

The Community Garden in Karuk Housing is struggling due to the task of hauling water to the fruit trees, grapes and vegetable starts that are there. At this point we are just trying to keep the grapes and trees alive, we have lost a fig tree and a chestnut tree. We have started broccoli and cauliflower and will plant them in the fall when the kids are back to school.

Happy Camp TANF Garden: Ben and Heather continue to tend the garden on Wednesdays with Lisa Aubrey. They were able to clear an overgrown patch of plumbs and blackberries before the reunion and harvest last year’s garlic.

Objective 21: Orchard Revitalization: We have moved the remainder of the nursery trees to Ben’s, and are looking forward to people picking them up or finding suitable homes for each of them. August 7, we stopped by Larson’s Orchard to find that our grafts from last year are doing well.

Objective 24: Food Crew : August 14th we harvested apples at Butler Flat and made 2.5 cases of applesauce with the youth crew. August 15th we canned 5 cases of blackberry jam and jelly from donated blackberries.

Objective 32: Native Food Workshops: The First Full Moon in April Workshop was held in Happy Camp in collaboration with Lisa Aubrey from TANF, as well as Kathy McCovey, Ben Saxon and Heather Rickard. We had 10 people in attendance to learn about the medicinal native plants and how to formulate them into salve. It was a hands-



on salve making workshop with discussions about plant habitat, gathering ethics, and health and well-being. Everyone participated in the gathering of mugwort, plantain, and self-heal, and took a salve home with them. Heather led plant pressing on fabric of all plants used in the salve for people to take home and help remember the plants they used. Objective 40: Herbarium: Ben has been working with youth to demonstrate the herbarium processes.

### SIPNUUK DIVISION COORDINATOR/Bari Talley

Bari reported and took minutes at DNR Managers meeting on July 31.

Lisa, Leaf, Bari and Adrienne will presented Overcoming Barriers to Access of Cultural Heritage to Society for American Archivists on July 29 in Portland.

Sípnuuk Advisory Committee meeting, July 25. Next meeting August 22, 1-3 at Panamnik Library.

Workforce Development – Bari mentored 6 Karuk tribal youth at Water Science Workshop at COS for 4 days – July 17-20. Peekaavíhvaans /Tribal Youth technology training at the Orleans Computer Center during the afternoons from 2 to 4:30 p.m. Youth will make a presentation using PowerPoint on their last day, August 17.

Closing out CRF Dressmaking (presentation at tribal reunion on July 22) and IMLS Basic grants. NAGPRA Peabody Interim Report: General Counsel has been evaluating the Tribe's obligations with regard to the copyright law and intellectual property rights of the photos the Tribe took of the Karuk holdings at the Peabody Museum—Lisa has been streamlining our Protocols and Policies for intellectual property rights, which will be available on Sípnuuk with URLs, but needs approval for changes through KRAB and Council.

Lecture Series Carolyn Smith at People's Center, July 13 and then Frank Lake, Tony Marks-Block and Verna at Panamnik Center, July 14 at the Panamnik Center. Nice to be using the new open space in different way, reinforce interdepartmental cooperation. Planned Art Show (dates tba).

Respectfully submitted,  
Bari G.M. Talley  
Sípnuuk Division Coordinator

### SIPNUUK DIGITAL LIBRARY ASSISTANT/Angela McLaughlin

Training: I have been teaching Elaine Garcia for the past three months on how to process files and images and upload into Sípnuuk. We enjoy the days we get to work on things as

it gives her a better understanding of the system and gives her a chance to ask me questions.

Reprocessing: I'm continuing work 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 Sínpuuk to make sure all PDF's that were loaded are reading correctly on the site.

Frank Lake Contributions: I have 29 staged folders for this collection that are being processed. My Intern has 11 staged folders that are being processed.

Sibyl Contributions: I have 13 staged folders for this collection awaiting processing.

Brian Tripp Collection: Bari is looking for notes for our meeting with Brian and then we will process his images.

Karuk Library Research and Contributions: I have given screen shots of the list of files I have and SAC is looking at which ones they want to have put in next as high priority.

AFRI Food Security Collection: We are at 1061 items in the collection as of this morning.

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 82 items in the collection as of this morning.

How To: We are at 25 items in the collection as of this morning.

Youth Collection: We are at 24 items in the collection as of this morning.

Map Collection: We are at 12 items in the collection as of this morning.

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

Karuk Language: We are at 12 items in the collection as of this morning. Not sure who removed one file from this collection .

White Wolf: We are at 17 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.

Karuk Holdings at Field Museum Collection: We are at 1 item in the collection as of this morning.

yafuseekyávans – Cultural Dressmakers: We are at 5 items in the collection as of this morning.

Sípnuuk Total items are at: 1,644

# Karuk Tribal TANF Program August 2017 Monthly Report

## Program Summary

### TANF

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

Currently serving **47** clients (See attachment (A)) – KTCP-Active Cases as of 8/17/2017)

WPR = **66.67%** - (See attachment (B)) – KTCP – WPR – Orleans – (6/2017)

WPR = **100.00%** - (See attachment (B)) – KTCP – WPR – Happy Camp – (6/2017)

WPR = **66.67%** - (See attachment (B)) – KTCP – WPR – Yreka - (6/2017)

WPR = **72.73%** - (See attachment (B)) - KTCP – 6/2017

### N.E.W. Program

FY2018 Budget = **\$39,154.00** Total Expended to-date = **\$ 34,312.00**

### LIAP PROGRAM

#### LIHEAP (Energy Assistance)

FY2017 Budget = **\$34,402.68** Total Expended to-date = **\$28,961.92**

#### GENERAL ASSISTANCE

FY2017 Budget = **\$110,000.00** Total Expended to-date = **\$98,881.32**

#### CSD

CY2017 Budget = **\$19,320.00** Total Expended to-date = **\$4,804.85**

### Council Approval Request(s)

None

(Attachment (A))	TANF Active Cases (6/2017 Report)
(Attachment (B))	TANF Work Participation Rate (6/2017)
(Attachment (C))	N.E.W. Program (6/2017 Report)
(Attachment (D))	LIAP - LIHEAP (8/2017 Expenditure Report)
(Attachment (E))	LIAP - GA (8/2017 Expenditure Report)
(Attachment (F))	LIAP – CSD (8/2017 Expenditure Report)

### Submitted By:



Lester Lee Alford, Jr.  
TANF Executive Director

# Karuk Tribal TANF Program

Active Cases as of

08/17/2017

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## Orleans TANF Office

Total number of Child Only/Non-Needy families	1
Total number of One Parent families	3
Total number of Two Parent families	1
<b>Total number of cases is</b>	<u><u>5</u></u>

## Happy Camp TANF Office

Total number of Child Only/Non-Needy families	7
Total number of One Parent families	3
Total number of Two Parent families	3
<b>Total number of cases is</b>	<u><u>13</u></u>

## Yreka TANF Office

Total number of Child Only/Non-Needy families	10
Total number of One Parent families	15
Total number of Two Parent families	4
<b>Total number of cases is</b>	<u><u>29</u></u>

**Total number of Child only cases program wide is** 18

**Total number of 1-Parent cases program wide is** 21

**Total number of 2-Parent cases program wide is** 8

**Total number of cases program wide is** 47

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 6 / 2017**  
**Orleans TANF Office**

**Type of Family for Work Participation**

One parent families	3
Two parent families	1
Child Only Family	1
<b>Total Cases Reported for this Period</b>	<b>5</b>

**Work Participation for All Families**

Cases that did the hours required	2
Cases required to work	3
<b>Work Participation Rate</b>	<b>66.67 %</b>
<b>2016 Work Participation Rate is 38%</b>	

**Client TANF Payments**

<b>Total Payments</b>	<b>\$4,336.00</b>
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**Number of Clients Participating by Activity Type**

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

**Current Case Load by Site**

Humboldt County	5
Siskiyou County	41
<b>*Total Cases: 46</b>	

**Current Case Load by Staff**

BCHAVEZ	2
KKING	5
LAUBREY	11
MCHARLES	15
RBAILEY	9

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 6 / 2017**  
**Happy Camp TANF Office**

**Type of Family for Work Participation**

One parent families	2
Two parent families	4
Child Only Family	6
<b>Total Cases Reported for this Period</b>	<b>12</b>

**Work Participation for All Families**

Cases that did the hours required	4
Cases required to work	4
<b>Work Participation Rate</b>	<b>100.00 %</b>
<b>2016 Work Participation Rate is 38%</b>	

**Client TANF Payments**

<b>Total Payments</b>	<b>\$7,604.69</b>
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**Number of Clients Participating by Activity Type**

049 - Unsubsidized employment	1
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	0
055 - Community Service Programs	0
056 - Vocational Education Training	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	3

**Current Case Load by Site**

Humboldt County	5
Siskiyou County	41
<b>*Total Cases: 46</b>	

**Current Case Load by Staff**

BCHAVEZ	2
KKING	5
LAUBREY	11
MCHARLES	15
RBAILEY	9

**Karuk Tribal TANF Program**  
**WPR - Monthly Summary for 6 / 2017**  
**Yreka TANF Office**

**Type of Family for Work Participation**

One parent families	13
Two parent families	4
Child Only Family	12
<b>Total Cases Reported for this Period</b>	<b>29</b>

**Work Participation for All Families**

Cases that did the hours required	10
Cases required to work	15
<b>Work Participation Rate</b>	<b>66.67 %</b>
<b>2016 Work Participation Rate is 38%</b>	

**Client TANF Payments**

<b>Total Payments</b>	<b>\$20,086.20</b>
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**Number of Clients Participating by Activity Type**

049 - Unsubsidized employment	9
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	0
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	0
055 - Community Service Programs	1
056 - Vocational Education Training	0
057 - Job Skills Training Directly Related to Employment	0
058 - Education Directly Related to Employment - No HSD/GED	0
059 - Satisfactory School Attendance For Individuals - No HSD/GED	1
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	8

**Current Case Load by Site**

Humboldt County	5
Siskiyou County	41
<b>*Total Cases: 46</b>	

**Current Case Load by Staff**

BCHAVEZ	2
KKING	5
LAUBREY	11
MCHARLES	15
RBAILEY	9



# Karuk Tribal TANF Program

## WPR - Monthly Summary for 6 / 2017

08/17/2017

### Type of Family for Work Participation

One parent families	18
Two parent families	9
Child Only Family	20
<b>Total Cases Reported for this Period</b>	<b>47</b>

### Current Case Load by County

Humboldt County	5
Siskiyou County	41
<b>*Total Cases: 46</b>	

### Work Participation for All Families

Cases that did the hours required	16
Cases required to work	22
<b>Work Participation Rate</b>	<b>72.73 %</b>
<b>2016 Work Participation Rate is 38%</b>	

### Current Case Load by Staff

BCHAVEZ	2
KKING	5
LAUBREY	11
MCHARLES	15
RBAILEY	9

### Client TANF Payments

Total Cash Assistance Payments	\$33,171.89
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### Current AOD Case Load

CHOSTLER	3
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### Number of Clients Participating by Activity Type

049 - Unsubsidized employment	11
050 - Subsidized Private Sector Employment	0
051 - Subsidized Public Sector Employment	0
052 - Work Experience	1
053 - On-the-Job-Training	0
054 - Job Search - Job Readiness	0
055 - Community Service Programs	1
056 - Vocational Education Training	2
057 - Job Skills Training Directly Related to Employment	0
058 - Education Directly Related to Employment - No HSD/GED	0
059 - Satisfactory School Attendance For Individuals - No HSD/GED	1
060 - Providing Child Care to TANF Clients participating in a Community Service program	0
062 - Other Work Activities	12

ATTACHMENT (B)

**Karuk Tribal NEW Program**  
**July 2017 - June 2018**  
*Active Cases as of 08/17/2017*

<b>PROGRAM TOTALS</b>	Total number Orleans Clients:	0
	Total number Happy Camp Clients:	0
	Total number Yreka Clients:	0
	<b>Total number of cases program wide is</b>	<b>2</b>

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

<b>PROGRAM EXPENDITURE</b>	<b>2017 N.E.W. Program Grant Award Amount:</b>	<b>\$39,154.00</b>
	<b>2017 Total Expenditures To-Date:</b>	<b>\$4,841.04</b>
	<b>2018 N.E.W. Program Grant Amount Remaining:</b>	<b>\$34,312.96</b>

# Karuk Tribe 2017 LIHEAP Expenditure Report

08/17/2017

## EXPENDITURES TO-DATE

	<u>2017 Budget</u>	<u>2017 Actual</u>	
Total 2015 LIHEAP Expended-To Date:	<b>\$34,402.68</b>	<b><u>\$28,961.92</u></b>	<b>84 %</b>
Total Heating Assistance Provided:	<b>\$19,847.60</b>	<b>\$25,814.43</b>	<b>130%</b>
Total Cooling Assistance Provided:	<b>\$2792.10</b>	<b>\$2,398.49</b>	<b>86%</b>
Total Weatherization (A/C) Assistance Provided:	<b>\$2792.10</b>	<b>\$0.00</b>	<b>0%</b>
Total Weatherization (Heating) Assistance Provided:	<b>\$2792.10</b>	<b>\$749.00</b>	<b>27%</b>
Total Crisis Assistance Provided:	<b>\$2792.10</b>	<b>\$0.00</b>	<b>0%</b>

Funding Remaining: **\$5,440.76**

## TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households receiving Heating Assistance:	74
Total # of Households receiving Cooling Assistance:	8
Total # of Households receiving Weatherization (AC) Assistance:	0
Total # of Households receiving Weatherization (Heating) Assistance:	1
Total # of Households receiving Crisis Assistance:	0

## HOUSEHOLD SIZE SERVED

Household Size 1 =	35
Household Size 2 =	24
Household Size 3 =	20
Household Size 4 =	21
Household Size 5 =	14
Household Size 6 =	10

# Karuk Tribe 2017 General Assistance Expenditure Report

## EXPENDITURES TO-DATE

Total 2017 <b>General Assistance</b> Expended-To Date:	<b>\$98,881.32</b>
Total <b>Emergency Assistance</b> Assistance Provided:	<b>\$19,819.89</b>
<b>Food Assistance:</b>	<b>\$11,707.50</b>
<b>Clothing Assistance:</b>	<b>\$4,604.01</b>
<b>Shelter Assistance:</b>	<b>\$3,508.38</b>
Total <b>GAWEP</b> Assistance Provided:	
Total <b>In-Home Health</b> Assistance Provided:	<b>\$43,701.00</b>
Total <b>Burial</b> Assistance Provided:	<b>\$34,598.43</b>

## TYPE OF ASSISTANCE RECEIVED/ # OF HOUSEHOLDS

Total # of Households received <b>Emergency Assistance</b> Assistance:	<b>92</b>
<b>Food Assistance:</b>	<b>56</b>
<b>Clothing Assistance:</b>	<b>25</b>
<b>Shelter Assistance:</b>	<b>11</b>
Total # of Households received <b>GAWEP</b> Assistance:	<b>0</b>
Total # of Households received <b>In-Home Health</b> Assistance:	<b>92</b>
Total # of Households receiving <b>Burial</b> Assistance:	<b>24</b>
Total # of Households received <b>GA Assistance</b> Assistance:	<b>211</b>

## HOUSEHOLD SIZE

Household Size 1:	<b>0</b>
Household Size 2:	<b>41</b>
Household Size 3:	<b>10</b>
Household Size 4:	<b>6</b>
Household Size 5:	<b>0</b>
Household Size 6:	<b>1</b>

**Karuk Tribe**  
**2017 CSD Expenditure Report**

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**EXPENDITURES TO-DATE**

<b>Total 2017 CSD Funding Budget:</b>	<b>\$19,320.00</b>
<b>Total 2017 CSD Expended-To Date:</b>	<b>\$4,804.85</b>
<b>Total Food Assistance Provided:</b>	<b>\$2,956.26</b>
<b>Total Clothing Assistance Provided:</b>	<b>\$1,182.72</b>
<b>Total Shelter Assistance Provided:</b>	<b>\$250.00</b>
<b>Total Special Needs Assistance Provided:</b>	<b>\$297.52</b>
<b>Total Crisis Assistance Provided:</b>	<b>\$118.35</b>
<hr/>	
<b>Total 2017 CSD Funding Remaining:</b>	<b>\$14,515.15</b>

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

<b>Total # of Households receiving Food Assistance:</b>	<b>14</b>
<b>Total # of Households receiving Clothing Assistance:</b>	<b>4</b>
<b>Total # of Households receiving Shelter Assistance:</b>	<b>0</b>
<b>Total # of Households receiving Special Needs Assistance:</b>	<b>0</b>
<b>Total # of Households receiving Crisis Assistance:</b>	<b>1</b>

**Dora Bernal**  
**Human Resource Director**  
**Tribal Council Report**  
**August 24, 2017**

**Hires:**

- KTHA Temporary / On-Call Construction Crew Laborer – Jared Livingston
- Fire Crewmember: Travis Gayle, Tami Kinsley, Kenji Okazaki, and Arielle Halpern

**Interviews/Advertisements Pending:**

- KTHA – Temporary Maintenance Engineer
- Rain Rock Casino – Director of Marketing
- Rain Rock Casino – Director of Finance
- Rain Rock Casino - Director of Gaming Operations
- Rain Rock Casino – Human Resource Director
- Chief of Staff
- Rain Rock Casino On-call Laborer
- Controller
- Student Service Coordinator
- Domestic Violence Services Specialist
- Health Information Clerk – Interviews – August 9, 2017

**Notary:** Performed 1 notaries \$10.00

**Action Items:**

1. Procurement – to purchase two cars for Administration
2. Approval of job descriptions: None at this time

**Meetings/Training/Other:**

- August 4, 2017 – Live Scan – Foster Parents - Yreka
- August 9, 2017 – Gaming Commission Meeting
- August 15, 2017 – NIGC – Gaming Commission Training

**Policies: Ongoing discussions**

- In-house drug test – Meeting with DNR (fire crew)



**Sandi Tripp**

**Department of Transportation Director**

For Council Meeting on August 24 , 2017

Reporting Period – July 21, 2017 to August 17, 2017

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

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

**Phase 1 - Complete 2015**

**Phase 2 –This Project is basically complete...there are just a couple of punch list items that will be completed by the end of the month.**

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

**Status: In Process - Complete July 2017 We plan to schedule a ribbon cutting as soon as the bridge on Red Cap road is completed. We expect that to be Spring 2018.**

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

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

Description: Reconstruction - Safety Project

**Status: In Process** – As you are aware this project is located 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. We have developed a website for this project please check it out when you have a chance: <https://www.happycampcompletestreets.com/>

The ATP Team met through multiple conference calls during this reporting period. DOT Staff accompanied by Caltrans core project team members attended the Karuk Tribe Reunion. The Reunion attendees were very interested in the project and we had a really positive response. This month DOT Staff and team member Misty Rickwalt will introduce the Caltrans core project team members and they plan on providing a in-depth overview of the Happy Camp Streetscapes Project to Tribal Council in Happy Camp.

**Schedule Update:**

- **August 24, 2017 (3:00 pm): Presentation to Karuk Tribal Council in Happy Camp**
- August/September 2017: Community Outreach at Back to School Nights
- October 11, 2017 (4:00 pm): Presentation to Siskiyou County Local Transportation Commission to provide (ATP )Program update
- October 17, 2017: Project Team Meeting - teleconference
- March 2018: Most Likely Call for Projects ATP 2019

- June 2018: ATP Application Due

I am very optimistic about this project as SB1 passed not long ago and the ATP program is slated to receive \$100 million dollars more per year than has been received in the past.

Plan for completing this project by 2020-2022:

### **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. Our Core Team is in place and includes, the Karuk Tribe DOT, Caltrans, Eckert Environmental, Local Government Commission and GreenDOT Transportation Solutions.

During this reporting period we worked with the Team to coordinate the second Advisory Team meeting, as you may recall the advisory Team is comprised of key community members in Orleans. We have scheduled and are in the process of coordinating a Charrette/Design Fair for the dates of September 12-15, 2017. We look forward to Tribal Councils input during that process. Our Project Website is up and running....please take the opportunity to review the website:

<https://www.go-orleans.com/>

### **Sharps Road Project**

Description: Construction

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

The portion of Sharps Road that was funded by TTP funds has been completed. I received all of the certified payroll and recently submitted for payment. This project is complete.

### **ICDBG - Karuk Tribe Family Services Center**

Description: Planning/Bid Development

#### **Status: In Progress**

Travois Architecture and Blackwolf Construction were awarded the bid. **Tasks are moving along on schedule and on budget.**

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 now have our On-call Engineering Company, Red Plains Professional, on contract and I am currently working with them to complete a revised DSR document for our ERFO Project.

#### **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. Red Plains Professional, our consulting engineers, have been working out very well and we are reviewing the LRTP to ensure the current projects and routes that we



have been inputting into the inventory are in the LRTP also. We will have a Draft Final of the LRTP soon for Tribal Council review and approval.

**Karuk DOT Maintenance Building:** Misty Rickwalt and I met with Sara Spence, KTHA and discussed options for sites to build a DOT Maintenance shop. We have identified an area up on Itroop Road. We will be adding the DOT Maintenance shop to our TTIP and moving forward with it. The process of KTHA approval and Tribal Council approval will be in the near future.

3. **Karuk DOT Committee Participation:**

Attended QA/QC TTPNFI Advisory Team Meeting; Member participant Tribe on the National Tribal Transportation Program Coordinating Committee Meeting (TTPCC), 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 Native American Advisory Committee (NAAC), 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:**

- Equipment maintenance and painting
- Assisting with emergency repairs on Itroop Road.
- Performed equipment inspections for potential purchase and obtained quotes.
- Assessing storm and snow removal damage to Tribal transportation facilities.
- Identifying departmental equipment needs and obtaining quotes for equipment as identified.
- 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, minor roadway patching, curb painting.
- Road repair and crack seal on all routes within the Yreka KTHA Housing community.

<b>Program</b>	<b>Code</b>	<b>Total Budget</b>	<b>Expensed to date</b>	<b>Balance</b>	<b>% Expended</b>
Federal Highway Administration (FHWA)	2231	\$2,086,894	\$1,241,997	\$844,896	60.0%
<b>Term Dates</b>	<b>Total Months</b>	<b>Month # for report period</b>	<b># Months Remaining</b>	<b>% Completed.</b>	<b>Extension Option Y/N</b>
10/1/16 – 9/30/17	12	10	2	85%	Allows for annual carryover of all unused TTP funds
<b>Progress Report Due Date</b>	<b>Completed?</b>	<b>Date Completed.</b>	<b>Fiscal Report Due Date</b>	<b>Completed?</b>	<b>Date Completed</b>
9/30/2017	Not yet due	—	9/30/2017	Not yet due	—

**Action Items:**

**Action Item #1** – No Action Items at this time.

## KCDC Council Report

8/24/2017

**Amkuuf** – The customer appreciation day at the Amkuuf Shop in Yreka will be rescheduled for fall. We will keep you updated on a date as we move forward with the planning process.

**Computer Centers** – The month of July the computer center had more users (89) but less visits (258) than last month. The Center continues to run smoothly and Frank continues to work with TANF to provide classes and training for their participants. He has assisted several tribal and community members with job applications, resumes, and cover letters, and provided online language classes through Duolingo, and Microsoft Office classes one day per week in July. Siskiyou County Human Services also utilizes the Computer Center to provide orientation and training for their participants.

Registration is open for College of the Siskiyous summer and fall classes. Please go to the COS website at <http://www.siskiyous.edu> for more information or to register for classes.

**Head Start** – The majority of the Head Start staff starts back to work on the 21<sup>st</sup> of August and classes begin on the 28<sup>th</sup> at both locations. Director Stack has been working diligently on the 2018 grant for Head Start to have it ready for the October 1, 2017 submission date. As soon as it is completed it will go through the review process prior to submission.

We have a new Head Start Technical Assistance person this year, Barbara Ricketts, and she is replacing Gil Gonzales. Ms. Ricketts will be in Happy Camp on September 13, 2017 to provide governance training for the KCDC Board of Directors and Council members. No time has been provided to us yet.

A second Head Start classroom is needed in Yreka and we are working with KTHA to come to an agreement for the old computer center building that originally was the Head Start building.

**Energy/Biomass** – The Schatz Energy Resource Center continues to work on the biomass feasibility study. The KCDC Board and two staff will be traveling to Blue Lake Rancheria on the 18<sup>th</sup> of August to meet with Jana Ganyon and tour their solar micro-grid. Blue Lake has come a long way in becoming energy self-sufficient and is designated as a “safe place” in the event of a tsunami or other catastrophic event.

**Economic Development Conference** – ED/OM Derry along with 2 KCDC Board members will be attending the Northwest Enterprise Development Conference in Tulalip, WA at the Tulalip Resort Casino September 5-7. Agenda topics include International & Intertribal Trade, Business & Enterprise Development, Regional Economic Development, and Human Capital & Career Development.

**C-Store** – A grant has been identified for building a new smoke shop/c-store in Yreka. Malinda Matson from the EDA office in Seattle visited us along with Bob Nash from SCED (Superior California Economic Development). During conversation it came up that we would like to build a C-Store and she stated EDA has grant funding available and encouraged us to apply. We would like Council approval to do so.

**Other** – In July and August we had 8 requests from tribal and community members for business assistance. We were able to provide assistance, information, or refer to other agencies for assistance due to their location (different state) or distance from us.

**Action Items** – Digital Print Press Operator Job Description

**Attachments** – KCDC Board Minutes  
Job Description

Respectfully submitted by Economic Developer/Operations Manager, Karen Derry

KCDC Job Description Approval

New	<input checked="" type="checkbox"/>
Revised	<input type="checkbox"/>

Job Description Title: Digital Print Press Operator

Human Resources: Lora Bernal Date: 8.9.17

TERO Program: Don Wood Date: 8.7.17

Program Director: Haren Derry Date: 7.31.2017

Other: Shanna Miller Date: 7/31-2017

Policy Council: NA Date: \_\_\_\_\_

Meeting  Phone Vote

KCDC Board: \_\_\_\_\_ Date: 8-9-2017

Meeting  Phone Vote

Tribal Council: \_\_\_\_\_ Date: \_\_\_\_\_

Meeting  Phone Vote

Requested by: Haren Derry Date: 7.31.2017

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

**POSITION DESCRIPTION**

**Title:** Digital Print Press Operator

**Reports To:** Karuk Community Development Corporation (KCDC) Economic Developer/Operations Manager (ED/OM)

**Location:** Happy Camp

**Salary:** \$15.00 to \$25.00 per hour, depending on experience

**Classification:** Non-Entry Level, Part-Time, Regular, Non-Exempt

**Summary:** The Digital Print Press Operator uses digital printing machine and software programs to effectively create materials per client request, is responsible for soliciting customers, and marketing the digital press business for the KCDC.

**Responsibilities:**

1. Meet with customers to determine the scope of the project; coordinate relationship with vendors and customers; work closely with KCDC ED/OM and CFO to determine price list based on costs.
2. Using Adobe InDesign software, Microsoft Publisher, or other software, shall prepare books, newsletters, brochures, letterhead, annual reports, presentations, business cards, flyers, and any number of other documents for printing.
3. Edits all elements for style, substance and organization. Reorganizes text as needed to create consistency in grammar, format, and message. Recommends substantive editorial changes as needed. Reviews, proofs and fact-checks all copy, and perform layout work as needed.
4. Prepare proof copy of completed document and obtain customer signature of approval before beginning the project. Set printing deadlines and ensures deliverables and deadlines are met.
5. Monitor and manage inventory of supplies and order and stock supplies as needed.
6. Operate the Canon C-700 and bindery equipment in accordance with equipment operating procedures.
7. Maintain the Canon C-700 in good working order to ensure optimum output and maintain a log book of any maintenance or repairs performed on the printer by qualified technicians.
8. Brainstorm with KCDC Board of Directors and staff to develop ideas for creative marketing campaign for the business and upon approval, implement those ideas.
9. Shall be available for local and out of the area travel as required for job related training. Shall attend all required meetings and functions as requested.

10. Shall be polite and maintain a priority system in accepting other position related job duties as assigned.

**Qualifications:**

1. Professionalism: Demonstrates respect, honesty, integrity, and fairness to all. Follows all applicable policies and procedures. Is aware of the potential impact of own attitudes and behaviors and makes appropriate adjustments to assure that communication with customers, vendors, and KCDC staff is purposeful and appropriate.
2. Teamwork: Strives to be “solution-focused” and presents challenges with recommendations for solutions that best meet the needs of the KCDC Business Center. Maintains constructive team relationships, coordinates effective goals and identifies/plans ways to successfully work together. Demonstrates flexibility and adaptability to change. Listens to ideas and has the ability to explain their own.
3. Program Support: Supports, cooperates and assists to carry out the mission of and to meet the goals of the Karuk Community Development Corporation. Establishes and maintains an effective working relationship with customers, vendors, and KCDC staff.
4. Professional Development: Participates in ongoing professional development including training and meetings as determined by the KCDC Economic Developer/Operations Manager.

**Requirements:**

1. High school diploma or equivalent; hands on or technical training in digital print technology preferred.
2. Competency in computer usage including software such as Microsoft Word and Excel, Adobe InDesign, etc.; experience in the use of printing equipment such as the Canon C-700.
3. Must be detail oriented, able to work under strict deadlines, and have the ability to schedule and prioritize work.
4. Valid driver’s license, good driving record, and be insurable by KCDC’s insurance carrier.
5. Must successfully pass a pre-employment drug screening and be willing to submit to a 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 Approved: 8.9.2017

Tribal Council Approved: \_\_\_\_\_

KCDC Chair Signature:  \_\_\_\_\_ Date: 8/9/17

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

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_





- Native American Tribal Court Advocate      \$200,000      Submitted 8/15/17

**New Markets Tax Credit Program**

The Tax Credit Project has a potential outline identified by Travois which is currently being reviewed by Fatima. She and Mike are discussing the possibility of changing some of the language in the Letter of Intent from Capital One to ensure that we will not be penalized should there be any delays in closing, specifically due to BIA lease approvals and any delays that we may incur due to the BIA. Once they have completed these discussions we will be ready to move forward with the project. Emma Lee is expecting to hear back this week on the Ford Family Foundation grant application for the Family Services Center, I have attached both budgets for your review. Laura and Sara have already reviewed these and are comfortable moving forward, no matter what Ford decides.

**Camp Costs**

As part of my research for the childhood obesity funding that didn't get submitted I had requested an estimated cost for offering a summer camp based out of a partnership with Adventure Whitewater where they would be responsible for providing food and a place to stay for the kids, as well as possibly one or two days rafting. The initial idea was to implement Tribal employees and cultural practitioners into their daily activities to create a unique cultural educational experience for our youth.

Even though this proposal didn't get submitted, I still wanted to share with you the generous offer that Adventure Whitewater has submitted. For groups of 40 or more youth, they have offered a discounted rate of \$58 per kid per day that is rafted, to include all meals, rafting and stay at the camp. On non-rafting days the rate would be \$29 per day per kid which would include all meals and the use of the facilities. This price is substantially lower than their published rates. Adventure Whitewater provides camp services for leadership camps put on with the Ford Family Foundation and the YMCA so they have youth specific experience. For budgetary purposes, if we planned a 4 day camp the break out would be estimated as follows:

50 Kids	\$59/day	2 days	\$5,900
50 Kids	\$29/day	2 days	<u>\$2,900</u>
			\$8,800
Cultural Practitioners:			
3	\$300/day	4 days	<u>\$3,600</u>
			\$12,400
Total cost per child		\$248	

We had talked about doing one camp for grades 6-8 and one camp for high school age including for all three of our service areas. I'm not sure which department would oversee something like this but I wanted make sure I shared the information that I had received.

**Application Submitted**

Grant Name	Date Sub	Amount	Purpose	Status
Dept. Justice CTAS Area #3	2/28/2017	\$541,854	Tribal Court reentry program	Pending
Dept. Justice CTAS Area #5	2/28/2017	\$826,276	DV - 3 Year SS Specialist, Trans Mgr. Y, Support Staff	Pending
CRIHB, Inc. Mini-Grant Oral Health	3/1/2017	\$3,000	Equipment Orleans Dental	Approved
IMLS - Basic	4/17/2017	\$7,000	Library	Approved
New Market Tax Credit	Ongoing	6.5 M QEI \$1,415,100 to us	Fund shortfall for Family Services Center and HC Housing Resident Center	Ongoing
California Endowment	4/21/2017	\$2,990,000	We created a written request for consideration in hopes they would solicit a proposal	Out of their area
FEMA-Tribal Homeland Security	6/21/2017	\$392,288	Purchase rescue board, mobile command center, transport vehicle, radios, tower fees	Pending
Family Violence Prevention and Services Formula Grant	7/7/2017	Formula	Fund Shelter and supportive services for DV program	Pending
NFWF	7/12/2017	\$380,567	Fuels reduction/thinning	Pending
HRSA AIMS Increase Substance Abuse/Mental Health	7/26/2017	\$125,299	Fund Case Manager Position Equipment for video conferencing	Pending
CAL OES Tribal Court Advocate	8/15/2017	\$200,000	Victim Advocate Position	Pending
MSCAA Senior Program	8/14/2017	\$15,000	Senior Nutrition	Pending



DATE: August 11, 2017

TO: Trista Parry

CC:

### Introduction

This memo will define responsibilities and processes for a NMTC transaction

### Terms, concepts and relationships

Here are definitions for the key players and key transactions. The full program regulations can be found in section 45D of the Internal Revenue Code.

- Leverage lender: the party providing 80% of the capital that does not want to claim New Markets Tax Credits (NMTC). - **Karuk Tribe**

- New Markets Tax Credit investor: the party providing 20% of the capital that does want to claim NMTCs. – **Capital One**
- Investment Fund: a single-member limited liability company (LLC) whose sole member is the NMTC investor.
- Community Development Entity: the entity that has received the allocation of NMTCs from the Community Development Financial Institutions Fund (CDFI Fund)—a division of the US Treasury. – **Travois New Markets**
- Qualified Active Low Income Community Business: the entity that receives the combined financing provided by the leverage lender and NMTC investor through the CDE. The QALICB must be a partnership or corporation for federal tax purpose that has some method of generating revenue. It must be in a qualified location in a qualified line of business. – **TBD Karuk SPE “special purpose entity”**
- Leverage loan: loan to the Investment Fund with a pledge of the Investment Fund’s interest in the CDE as collateral. The leverage lender cannot foreclose on that interest during the 7-year compliance period.
- NMTC equity investment: NMTC investor equity provided alongside the leverage loan.
- Qualified equity investment: the event that triggers the 7-year flow of NMTCs to the Investment Fund and, therefore, its owner.
- Qualified low income community investment: a loan or an equity investment issued by a CDE to a QALICB.

#### Closing process

The NMTC closing involves the full suite of real estate due diligence common to large construction projects. For an idea of what might be required by Travois and Capital One, please refer to the attachment titled *Travois New Markets – Form Closing Checklist.doc*.

- Weekly all-hands call: This call will typically include a representative from Capital One and their counsel, a representative from Travois and our counsel and representatives from the project sponsor (Karuk) along with in-house counsel (Fatima Abbas) and outside NMTC counsel (Craig Jacobson).
  - During this call, we will run through the drafting responsibilities, outstanding items and structure questions until we have a full set of documents and all attorneys have signed off on the transaction
  - Karuk will be mostly responsible for drafting or collecting:
    - Organizational documents of the leverage lender (Karuk Tribe) and QALICB (TBD Karuk SPE)
    - Construction/real estate due diligence
    - Internal tribal approvals
- Construction/Real Estate due diligence
  - Travois recommends a point person designated to collect all necessary documents
  - Travois recommends using a cloud based file service such as DropBox to circulate the often large construction files. Travois will assist with this.
- Financial projections
  - Novogradac will issue a preliminary set of projections prior to our first kickoff call

- As changes are made during closing, Novogradac will issue “turns” of the projections which is simply an update
- The financial projections provide the base of the transaction. This includes day of closing wires, construction schedules, ongoing payment schedules and other tax calculations.

These closing calls will proceed weekly until the funding is complete. After funding, Travois issues to the QALICB a compliance manual outlining all important dates and dollar amounts of wires to make the 7-year compliance process as smooth as possible.

### General Timeline

- September:
  - Entity formation – QALICB
  - Creation of leases between QALICB (landlord) and Karuk (tenant)
  - Drafting of leverage loan documents
  - Drafting of QLICI loan documents
  - Collect construction due diligence
- October:
  - Circulate comments to all documents
  - Investor and CDE review of construction due diligence
  - Prepare for tribal approvals, draft resolutions
  - BIA approval of leases
- November:
  - Approval of construction due diligence
  - Finalize documents
  - Tax opinions issued
- December:
  - Deal closes and QALICB is funded

**CLOSING CHECKLIST**

**[NAME OF PROJECT]**

**NEW MARKETS TAX CREDIT FINANCING**  
**Status as of \_\_\_\_\_**

**Investment Fund:**

**Fund Lender:**

**Subordinate Lender:**

**Allocatee:**

**Subsidiary CDE:**

**QALICB:**

**QALICB Guarantors:**

**Counsel:**

**Accountants:**

NAME OF DOCUMENT

**1) LEVERAGE LOAN DOCUMENTS**

- a) Senior Loan
  - i) Loan Agreement
  - ii) Promissory Note
  - iii) Investment Fund Pledge Agreement
  - iv) UCC-1 Financing Statements
- b) Subordinate Loan
  - i) Subordinate Loan Agreement
  - ii) Subordinate Promissory Note
  - iii) Subordinate Investment Fund Pledge Agreement
  - iv) Subordination Agreement
  - v) UCC-1 Financing Statements

**2) INVESTMENT FUND DOCUMENTS**

- a) Organizational Documents of Investment Fund:
  - i) Certificate of Formation
  - ii) Operating Agreement
  - iii) Certificate of Good Standing
  - iv) Federal Tax ID Number
  - v) Authorizing Resolutions & Officer's Certificate
- b) Organizational Documents of Fund Manager:
  - i) Certificate of Existence/Good Standing
  - ii) Articles of Organization/Statement of Dissociation/  
Amendments to Articles
  - iii) Operating Agreement
  - iv) Amended and Restated Operating Agreement
  - v) Authorizing Resolutions & Officer's Certificate
  - vi) CDE Certification Application
- c) Organizational Documents of Subordinate Leveraged Lender:



NAME OF DOCUMENT

- i) Articles of Organization/Certificate of Formation
  - ii) Operating Agreement
  - iii) Certificate of Good Standing
  - iv) Authorizing Resolutions & Officer's Certificate
- d) Exit Strategy Documents
- i) Put and Call Agreement

**3) ALLOCATEE AND SUB-CDE ORGANIZATIONAL DOCUMENTS**

- a) Organizational Documents of Allocatee:
- i) Certificate of Formation/Good Standing
  - ii) Articles of Incorporation
  - iii) Bylaws
  - iv) Authorizing Resolutions & Officer's Certificate (w/ resolutions authorizing suballocation)
  - v) Fed tax ID
- b) Organizational Documents of Sub-CDE:
- i) Certificate of Existence/Good Standing
  - ii) Articles of Organization/Amendments to Articles of Org
  - iii) Amended and Restated Operating Agreement
  - iv) Authorizing Resolutions & Officer's Certificate
  - v) Federal Tax ID Number

**4) QLICI DOCUMENTS**

- a) QLICI A Loan Documents:
- i) Construction Loan Agreement
  - ii) Promissory Note

NAME OF DOCUMENT

- iii) Servicing Agreement (applicable to A, B, & C Loans)
- iv) Delegation Agreement
- v) Leasehold Deed of Trust, Security Agreement, Assignment of Rents and Profits and Fixture Financing Statement
- vi) Assignment of Rents and Leases
- vii) Assignment of Contracts, Agreements, Licenses and Permits
- viii) UCC Financing Statements
- ix) Guaranties
- x) Bank Account Pledge Agreement/
- xi) Pledged Account Control Agreement
- xii) Hazardous Substance Indemnity Agreement
- xiii) Landlord's Estoppel Certificate and Agreement
- xiv) Disbursing Agreement
- xv) Evidence of BIA approval of mortgage
- xvi) Establish Accounts with US Bank

b) QLICI B Loan Documents:

- i) Promissory Note B
- ii) Deed of Trust, Security Agreement, Assignment of Rents and Profits and Fixture Financing Statement

c) QLICI C Loan Documents:

- i) Promissory Note C
- ii) Deed of Trust, Security Agreement, Assignment of Rents and Profits and Fixture Financing Statement

**5) NMTC GUARANTEES**

- a) Recapture Indemnity – CDE
- b) Financial Statements of CDE Indemnitor
- c) Recapture Indemnity – QALICB
- d) Guarantees of Recapture Indemnity
- e) Financial Statements of QALICB Indemnitor

NAME OF DOCUMENT

**6) QALICB ORGANIZATIONAL DOCUMENTS**

- a) Articles of Organization
- b) Operating Agreement and Amendments
- c) Certificate of Good Standing
- d) Authorizing Resolutions & Officer's Certificate
- e) Federal Tax ID Number
- f) Qualification to do Business

**7) PROJECT INFORMATION/DUE DILIGENCE**

- a) QALICB Financial Statements (pro forma balance sheet) and Financial Statements of Guarantors
- b) Certificate of Total Project Costs and Sources of Funds
- c) QALICB/Project Pro Forma
- d) Project Appraisal
- e) Address Geocoder Report
- f) Ground Lease
- g) Authorizing Resolution of Tribal Counsel (approving Ground Lease)
- h) BIA Approval
- i) Recorded Memorandum of Ground Lease
- j) Governmental/Tribal Licenses and Permits
- k) Title Insurance
  - i) Commitment
  - ii) Confirmation of no prior liens on Landlord's interest
  - iii) Requisite Endorsements
  - iv) Proforma
  - v) Final Policy
- l) Property Insurance (all-risk, special form fire and extended coverage for the full replacement cost) and evidence of continuing commercial general liability coverage (\$1,000,000 per occurrence, \$2,000,000 in the aggregate and \$3,000,000 umbrella)
- m) Evidence of Completed Value form of Builder's Risk and Commercial General Liability Coverage (\$1,000,000/ occurrence; \$2,000,000/ aggregate;\$3,000,000 umbrella)
- n) Certificate of Flood Insurance or Flood Plain Certificate

NAME OF DOCUMENT

- o) Certificate of Worker's Compensation Insurance (General Contractor)
- p) Certificate of Business Interruption Insurance
- q) ALTA Survey
- r) Plans and Specifications
- s) Zoning Letter
- t) Environmental Reports (Phase I and II) and Reliance Letter in favor of investor, Sub-CDE, and Investment Fund
- u) Soil Report
- v) Utility Letters
- w) Architect Contract
- x) Consent to Assignment (Architect)
- y) General Contract
- z) Consent to Assignment (General Contractor)
- aa) Construction Schedule

**8) NMTC PROGRAM DOCUMENTS**

- a) NMTC Allocation Agreement and all amendments
- b) NMTC Allocation Application
- c) Application for CDE Certification of Allocatee
- d) Accountability Charts from CDFI for Allocatee (2004 and 2006)
- e) Notice of CDE Certification of Allocatee
- f) Notice of CDE Certification of Sub-CDE
- g) Evidence of Sub-allocation of NMTC from Allocatee to Sub-CDE
- h) QEI Notification Letter
- i) Debarment Certificate (QALICB)
- j) Notice of Change of Management (confirmation of reporting)

**9) UCC/TAX LIEN/LITIGATION SEARCHES**

- a) Allocatee:
  - i) Federal Court searches:
    - (1) Pending suits and judgments
    - (2) Bankruptcy
    - (3) Federal tax lien
  - ii) State and County searches:
    - (1) UCC-1 information search (County and State)
    - (2) Pending suits and judgments

NAME OF DOCUMENT

(3) State tax lien

b) Sub-CDE and Sub-CDE Managing Member:

- i) Federal Court searches:
  - (1) Pending suits and judgments
  - (2) Bankruptcy
  - (3) Federal tax lien
- ii) State and County searches:
  - (1) UCC-1 information search (County and State)
  - (2) Pending suits and judgments
  - (3) State tax lien

c) Fund Manager:

- a) Federal Court searches:
  - i) Pending suits and judgments
  - ii) Bankruptcy
  - iii) Federal tax lien
- b) State and County searches:
  - i) UCC-1 information search (County and State)
  - ii) Pending suits and judgments
  - iii) State tax lien

d) Investment Fund:

- i) Federal Court searches:
  - (1) Pending suits and judgments
  - (2) Bankruptcy
  - (3) Federal tax lien
- ii) State and County searches:

NAME OF DOCUMENT

- (1) UCC-1 information search (County and State)
- (2) Pending suits and judgments
- (3) State tax lien

e) QALICB:

- i) Federal Court searches:
  - (1) Pending suits and judgments
  - (2) Bankruptcy
  - (3) Federal tax lien
- ii) State and County searches:
  - (1) UCC-1 information search (County and State)
  - (2) Pending suits and judgments
  - (3) State tax lien

f) QALICB Guarantors:

- i) Federal Court searches:
  - (1) Pending suits and judgments
  - (2) Bankruptcy
  - (3) Federal tax lien
- ii) State and County searches:
  - (1) UCC-1 information search (County and State)
  - (2) Pending suits and judgments
  - (3) State tax lien

**10) LEGAL OPINIONS**

- a) Tax Opinions
  - i) NMTC Tax Opinion
  
- b) Local Law Existence/Authority/ No Conflict/Enforceability Opinions
  - i) Fund Manager and Investment Fund
  - ii) Allocatee, Sub-CDE, Sub-CDE Managing Member, CDE Guarantors

NAME OF DOCUMENT

iii) QALICB and QALICB Guarantors

**11) CLOSING MATTERS**

- a) NMTC Financial Projections
- b) AUP
- c) Closing Flow of Funds Memorandum
- d) Investment Fund Bank Account Information
- e) Sub-CDE Bank Account Information
- f) Title Company Instruction Letter

Budget without  
Ford Family Foundation

<b>Karuk Wellness</b>	
NMTC price	\$0.860
Leverage loan	<b>\$4,644,900.00</b>
NMTC equity investment	\$2,180,100.00
QEI	\$6,500,000.00
CDE sponsor fee	\$325,000.00
QLICI A	\$4,644,900.00
QLICI B	\$1,855,100.00
<b>Project</b>	
<i>Sources</i>	
NMTC A QLICI	\$4,644,900.00
NMTC B QLICI	<u>\$1,855,100.00</u>
	\$6,500,000.00
<i>Uses</i>	
Legal and accounting costs	\$250,000.00
CDE asset mgmt fee reserve	\$195,000.00
Developer's Fee	\$91,314.00
Hillside Road Widening	\$360,000.00
Yreka Clinic Remodel	\$1,034,717.00
Yreka Wellness Center	\$1,456,378.00
Family Services Center	\$1,312,591.00
Resident Services Center	<u>\$1,800,000.00</u>
	\$6,500,000.00

<b>Net Subsidy - after 7 yr compliance</b>	
NMTC B QLICI	\$1,855,100.00
Legal and accounting costs	\$ (250,000.00)
Capital One Subsidy	\$ 85,000.00
Annual audit cost	\$ (80,000.00)
CDE asset management fee - 7 yrs	<u>\$ (195,000.00)</u>
	<b>\$1,415,100.00</b>

**Does NOT Include:**

\$111,942	Pending Ford Foundation
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Budget without  
Ford Family Foundation

**UpFront Costs:**

**Leverage**

<b><u>Housing</u></b>	<b><u>Cash</u></b>	<b><u>Receipts</u></b>	
Yreka Wellness Center		\$1,456,378	
Resident Services Center	<u>\$750,000</u>		
	<b>\$750,000</b>	<b>\$1,456,378</b>	<b>\$2,206,378</b>

**Tribe**

Family Services Center	\$805,000		
Road to Family Services Center	\$360,000		
Yreka Clinic		<u>\$1,034,717</u>	
	<b>\$1,165,000</b>	<b>\$1,034,717</b>	<b>\$2,199,717</b>

**Total Leverage Contribution**

**\$4,406,095**

Additional Leverage Required:	\$238,805
Tribe - 30%	\$71,642
Housing- 70%	\$167,164

<b>Tribe Total</b>	\$1,236,642	\$1,034,717	\$2,271,359
<b>Housing Total</b>	\$917,164	\$1,456,378	<u>\$2,373,542</u>
			<b>\$4,644,900</b>

**After Closing:**

Developers Fee Back to us	-\$91,314
Tribe	-\$27,394
Housing	-\$63,920

**Total Out of Pocket**

Tribe - 30%	\$44,247
Housing - 70%	\$103,244

Budget with Ford Family Foundation

<b>Karuk Wellness</b>	
NMTC price	\$0.860
Leverage loan	<b>\$4,644,900.00</b>
NMTC equity investment	\$2,180,100.00
QEI	\$6,500,000.00
CDE sponsor fee	\$325,000.00
QLICI A	\$4,644,900.00
QLICI B	\$1,855,100.00
<b>Project</b>	
<i>Sources</i>	
NMTC A QLICI	\$4,644,900.00
NMTC B QLICI	<u>\$1,855,100.00</u>
	\$6,500,000.00
<i>Uses</i>	
Legal and accounting costs	\$250,000.00
CDE asset mgmt fee reserve	\$195,000.00
Developer's Fee	\$91,314.00
Hillside Road Widening	\$360,000.00
Yreka Clinic Remodel	\$1,034,717.00
Yreka Wellness Center	\$1,456,378.00
Family Services Center	\$1,312,591.00
Resident Services Center	<u>\$1,800,000.00</u>
	\$6,500,000.00

<b>Net Subsidy - after 7 yr compliance</b>	
NMTC B QLICI	\$1,855,100.00
Legal and accounting costs	\$ (250,000.00)
Capital One Subsidy	\$ 85,000.00
Annual audit cost	\$ (80,000.00)
CDE asset management fee - 7 yrs	<u>\$ (195,000.00)</u>
	<b>\$1,415,100.00</b>

**Includes:**

\$111,942	Pending Ford Foundation
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Budget with Ford Family Foundation

**UpFront Costs:**

**Leverage**

<b><u>Housing</u></b>	<b><u>Cash</u></b>	<b><u>Receipts</u></b>	
Yreka Wellness Center		\$1,456,378	
Resident Services Center	<u>\$750,000</u>		
	<b>\$750,000</b>	<b>\$1,456,378</b>	<b>\$2,206,378</b>

<b><u>Tribe</u></b>			
Family Services Center	\$916,942		
Road to Family Services Center	\$360,000		
Yreka Clinic		<u>\$1,034,717</u>	
	<b>\$1,276,942</b>	<b>\$1,034,717</b>	<b>\$2,311,659</b>

**Total Leverage Contribution** **\$4,518,037**

Additional Leverage Required:	\$126,863
Tribe - 30%	\$38,059
Housing- 70%	\$88,804

<b>Tribe Total</b>	\$1,315,001	\$1,034,717	\$2,349,718
<b>Housing Total</b>	\$838,804	\$1,456,378	<u>\$2,295,182</u>
			<b>\$4,644,900</b>

**After Closing:**

Developers Fee Back to us	-\$91,314
Tribe	-\$27,394
Housing	-\$63,920

**Total Out of Pocket**

Tribe - 30%	\$10,665
Housing - 70%	\$24,884

**Sara Spence**  
Executive Director  
Tribal Council Meeting Report  
August 24, 2017

**Yreka NAHASDA Cooperative Agreement Amendment**

We finally have an Intergovernmental Service Agreement with the City of Yreka for approval! We were down to one edit that we were able to resolve successfully. Overall, we were successful in getting nearly all of our edits incorporated. Ed and Fatima have both concurred that they are in support of moving forward with approval.

***ACTION: Approval of Resolution 17-R-047 and Agreement 17-A-\_\_\_\_ authorizing the Intergovernmental Service Agreement between the Karuk Tribe, Karuk Tribe Housing Authority and City of Yreka in the amount of \$77,909.04.***

BOC approval will be requested at the August 21 Meeting. City of Yreka approval will be September 7.

**Karuk Community Development Corporation**

Karen has identified a funding source for the lease at \$663/month and utility costs. She has indicated that KCDC will cover the cost for Head Start and they will fundraise to offset the burden. Dion indicated he did not have the funding to support the lease and utility costs alone. The agreement was approved by the BOC on August 21.

Karen has also requested that we consider the option of selling the area occupied by the Amkuuf Smoke Shop to KCDC. They are seeking EDA Grant funds to allow for the construction of a stick built structure. Using the previous sale of land to the Tribe as a template, I drafted a Land Purchase Agreement for this purpose, should the BOC choose to proceed. The land was purchased 12/31/1987 for \$75,429.85 which is \$2,947.63/acre. The area occupied is 0.45 acres which would be a purchase price of \$1,326.43. I sent a copy of the document to Scott Quinn for review under the Tribe's Land Use Compliance Policy. The Board will review this item on August 21.

**Land Acquisition / Orleans Water**

I received confirmation from Orleans Community Services District that we have 5 water meters available for use on future housing construction projects. They have lifted the moratorium on residential meters for 10 meters in total, first come first serve, and we got the first 5. Should additional be available due to lack of interest from others, they would give us those as well. They could be used at any site we choose within the district.

The Tribe has been approached by FEMA regarding the potential to apply for non-competitive funding, without a cost limit, to implement an activity from the hazard mitigation plan. One option is improving the Orleans Community Services District water system (preferably to a point where it could extend and serve the homes on the Orleans Mutual Water Company system if at all possible). KTHA has a Water Feasibility Study with the number 1 recommended alternative being improvements to OCSD to provide water service for affordable housing activities. There is a 25% non-federal match requirement. Emma Lee and Trista will be seeking other funding options, and it is possible that the funding already being committed by OCSD could fill the void. However, with a maximum budget of \$3,000,000, that would be \$750,000 and since NAHASDA is not non-federal, I don't know that KTHA can fund the match but will definitely do everything possible to help should that project move forward. The management team will be polled before Council votes on proceeding.

The purchase of the Orleans RV Park continues to move forward. We should close escrow by September 30. Doug and Bobby are drafting the solicitation for the A/E services needed to develop the site plan and infrastructure for the installation of single family homes on that site. I will work with our new Executive Assistant, Adia Supahan, to prepare the solicitation to advertise for these services, as well as complete the environmental review. This will be the first opportunity for our two new construction staff (Doug and Bobby), and the new Executive Assistant to all work on together from start to finish on a project which is VERY exciting!

***David Tidwell completed his site visit to Orleans on August 11; we should receive the appraised value by Monday, August 21. I will email it to Council as soon as it is received.***

The private landowner on Placer Drive will be obtaining an appraisal for his parcels and submit that to us when received. Sandi Tripp is also selling her home; Kori Novak is exploring the potential purchase for use for health program housing. The question was raised, by Scott Quinn, if KTHA could manage that unit for essential families. I do not believe that would be prohibited, but we would have to ensure we do not exceed our annual 10% maximum expended on non-low income activities (\$390,000). We currently provide one housing unit for this purpose in Orleans, and budget for up to \$400,000 in home loans at the 80-100% median income level which count toward that maximum amount.

### **New Market Tax Credits (Happy Camp Resident Center)**

Negotiations with Capital One continue to move forward, we are waiting on one clarification regarding BIA approval of documents, since that sometimes does not occur in a timely fashion, to ensure it would not negatively impact the project or closing. On the LIHTC project they were very aware of that and it was not an issue, but Fatima wants to be certain first. The timeline and next steps have been provided to Council. For KTHA, there are two financial scenarios, one with the Ford Family grant (KTHA cost \$24,884), and one without the Ford Family grant (KTHA cost \$103,244). Either way we are getting a huge return with \$1,050,000 received for the shortfall on our Community Facility in Happy Camp and ready to proceed.

### **Karuk Homes I**

We are now in the final phase of the tax credit project. I look forward to that project wrapping up so we can redirect our efforts to other tasks!

We will need to install some fencing on the lots with steep drop-offs to ensure tenant safety, the in-house construction crew will likely handle that. We will be spending our remaining contingency funds on road and driveway improvements throughout the project and solar street lighting. The replacement of the lighting at the Apsuun Building will be included in this project. Information on the lights are included.

***REQUEST: Would the Council support a 50% reimbursement since the initial project was shared 50/50 and the existing lights are not sufficient? The estimated cost will be approximately \$35,000 for that portion with 50% being \$17,500.***

When I found out that the other side of the property has no street lighting, I also had them prepare an estimate for the rest of Apsuun and the apartments, KTHA will be exploring funding options to address this need as well.

### **Lease Purchase Conveyance**

I am still working on the documents needed to convey lease purchase units in Yreka after payment. One is on a lot not included in the Master Lease, and will be processed the same as the previous lot sold in 2015. During this process, BIA forwarded updated leasing requirements that will have to be incorporated before those documents can be prepared for BOC and Council approval. I anticipate that will be ready by next month's meeting.

### **NAHASDA Reauthorization / Budget Projections**

Our FY2017 grant funds were RECEIVED in the amount of \$3,900, 912, we are drawing funds now and Gus is preparing procurement for the reinvestment of the funds we had to liquidate.

### **Annual O-Link Negotiations**

The O-Link Meeting was held on July 27, all 11 Tribes were represented. Payments have been issued to reconcile FY2017 and pay the estimated balance for FY2018. The MOU and Resolution authorizing the use of Enrollment Data for calculating the needs portion of the FY2018 grant were included on the Consent Calendar for this meeting. BOC approval will be requested on August 21.

### **FY18-19 IT Services Agreement**

It is time to renew our agreement with the Tribe for IT services at the rate of \$70,000 for fiscal years 2018 and 2019. Eric and I reviewed the agreement to update the priorities and it was included on the Consent Calendar for this meeting as well. BOC approval will be requested on August 21.

### **Yreka Office Building Expansion Costs**

Doug is requesting additional costs to know what the full cost of this potential expansion would be, should that ever be necessary.

### **Transportation Department Facility Construction**

Sandi Tripp, Misty Rickwalt, and I met to discuss possible locations to allow her program to construct a facility to house their equipment in Happy Camp. We have identified a potential site at the top of Itroop. It appears to be suitable and in a good private location. KTHA would enter into a Land Use Agreement with her program to construct the facility on KTHA property, in exchange for allowing KTHA storage space in the facility for equipment (potentially the boat and incident command trailer) indoors. It would be a similar facility to the KTHA Happy Camp Maintenance Shop. Since their department maintains KTHA roads, it would be an allowable use of KTHA lands. The Board will discuss this further on August 21.

### **Court**

I represented KTHA in court on July 26 and August 9 for six pending cases. We won all of them and will continue to proceed with the sheriff lockout process.

### **Training**

The Board Roles and Responsibilities Training will be held on Wednesday, August 23, 2017 at 9am at the Happy Camp KTHA Office.

The dates for the NAIHC Legal Symposium have been set for December 3-5, 2017 in Las Vegas, Nevada at the Venetian; I have shared this information with Fatima.

We received an invitation from the Boys and Girls Club of America to attend their upcoming Leadership Conference which will have a session specific to establishing clubs on Native Lands! This will allow us to explore how that partnership would work, and what is required of us to get there. Jeanne Burcell and Charles Sarmento will both be attending.

I submitted a Training Request to ONAP for Construction Management Training; we have several new staff who could benefit from that training as well as staff who could use the refresher. I had not heard, so I emailed them again, they had not received it, and are now working on it.

### **Personnel**

Adia Supahan will start August 22 as the Executive Assistant!!! I will be moved over to the other office by then.

We will be advertising for the Construction Crew Lead Carpenter in the near future. Jared Livingston was hired as a temporary/on call Laborer on that crew to help since they are short staffed with one crew member on medical leave. Several employees will be out of the office in the coming months on maternity and paternity leaves. We will be advertising for the Happy Camp Custodian position in the near future; Deborah Johnson is covering that position temporarily.

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



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

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

**REQUEST FOR CONTRACT/ MOU/ AGREEMENT**

Check One:  Contract  
 MOU  
 Agreement  
 Amendment

Karuk Tribe Number Assigned: **17-A-**

Funder/Agency Assigned: \_\_\_\_\_

Prior Amendment: \_\_\_\_\_

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

Requestor: **Sara Spence** Date: **August 16, 2017**

Department/Program: **Karuk Tribe Housing Authority**

Name of Contractor or Parties: **Karuk Tribe / City of Yreka**

Effective Dates (From/To): **August 24, 2017** **Ongoing**

Amount of Original: **\$77,909.04**

Amount of Modification: \_\_\_\_\_

Total Amount: **\$77,909.04**

Funding Source: **KTHA 20-1421 Karuk Homes I Tax Credit Project**

Special Conditions/Terms:  
\_\_\_\_\_

Brief Description of Purpose:  
**Intergovernmental Service Agreement for water and sewer to additional 12 units above allocation in NAHASDA Cooperative Agreement in place.**

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

  
Requestor

**8/16/17**  
Date

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

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

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

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

**Karuk Community Health Clinic**

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

# Karuk Tribe



**Karuk Dental Clinic**

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

**Administrative Office**

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

## REQUEST FOR RESOLUTION

Check One:

Resolution

Karuk Tribe Number Assigned: 17-R-047

\*Assigned several months ago.

Prior Amendment:

No

Requestor:

Sara Spence

Date: August 16, 2017

Department/Program:

Karuk Tribe Housing Authority

Brief Description of Purpose:

**Resolution authorizing Intergovernmental Service Agreement between the Karuk Tribe, Karuk Tribe Housing Authority, and the City of Yreka.**

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

  
Requestor

8/16/17  
Date

\*\*Self-Governance Coordinator

Date

Other

Date



**RESOLUTION OF THE  
KARUK TRIBE**

**Resolution No:** 17-R-047  
**Date Approved:** August 24, 2017

**RESOLUTION AUTHORIZING THE ATTACHED INERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE KARUK TRIBE, KARUK TRIBE HOUSING AUTHORITY, AND THE CITY OF YREKA**

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

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

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

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

**WHEREAS;** the Karuk Tribe Housing Authority (KTHA) is a Tribal entity recognized by the U.S. Department of Housing and Urban Development (HUD) as the Karuk Tribe's tribally designated housing entity (TDHE); and

**WHEREAS;** the Karuk Tribe entered into the existing NAHASDA Cooperative Agreement with the City of Yreka ("City") and County of Siskiyou on December 14, 1999 ("NAHASDA Agreement") to exempt KTHA housing from all real and personal property taxes levied or imposed by any state, tribe, city, county or other political subdivision; and

**WHEREAS;** pursuant to the NAHASDA Agreement, KTHA currently makes annual payments of user fees to compensate local government for the costs of providing governmental services, including police and fire protection, water and sewage systems for payments in lieu of taxes, in an amount presently equal to \$150 per dwelling unit; and

**WHEREAS;** the Tribe installed a 750,000 gallon water storage tank, associated pumping station and equipment and water lines necessary to service the housing units within the original 70-unit project, provide the City an adequate water supply for fire protection, and to service additional non-tribal

development in the vicinity as water is available and does not adversely impact Tribal unit and fire protection services; and

**WHEREAS;** upon installation, and acceptance as complete, the sewer and water facilities became owned, operated, and maintained by the City; and

**WHEREAS;** the City agreed to, and has, issued encroachment permits to the Tribe for sewer and water connections into the City system, and further agreed not to, and has not, assessed any fee for water or sewer connections of the 70-unit project and a gymnasium; and

**WHEREAS;** KTHA, due to obtaining funding under the federal Low Income Housing Tax Credit program, will be constructing a total of 12 additional low-income affordable housing units on the lands described in the NAHASDA Agreement above and beyond those units already referenced as the 70-unit project; and

**WHEREAS;** as a condition of providing service to these 12 additional units, the City is requiring that the Karuk Tribe pay the City the Development Impact Fees established by the City for the additional 12 units; and

**WHEREAS;** as a material consideration of the City's willingness to enter this specific agreement, the Tribe/Housing Authority agrees to pay the Development Impact Fees set out for the units covered by this Agreement and give up any claim that said fees are not lawfully chargeable by the City to the Tribe/Housing Authority. The Tribe covenants not to sue City, or otherwise initiate any other dispute resolution process, in connection with, and waives any and all rights to challenge the Development Impact Fees to be paid under this agreement, for this Project; and

**WHEREAS;** the Karuk Tribe further agrees to report all units (rather than "occupied" units) covered by the NAHASDA Agreement, upon the request of the County each year as of January 1; and

**WHEREAS;** the Karuk Tribal Council has reviewed the terms and conditions set out in the Intergovernmental Service Agreement, which is attached as an exhibit to this Resolution, and has determined that approving such Agreement is in the best interests of the Karuk Tribe; now

**THEREFORE BE IT RESOLVED;** that the Karuk Tribal Council approves and authorizes the execution of the attached Intergovernmental Service Agreement between the Karuk Tribe, Karuk Tribe Housing Authority, and the City of Yreka; and

**THEREFORE BE IT FURTHER RESOLVED;** except as otherwise stated in the attached Agreement the identical terms and conditions of the NAHASDA Agreement applicable to the units described in the Agreement as the 70-unit project will incorporate these additional 12 units; and now

**THEREFORE BE IT FINALLY RESOLVED;** the Chairman is authorized to execute the attached Agreement, and the Chairman and the KTHA are hereby authorized to take all other steps as may be necessary to implement and carry out the Agreement.

**CERTIFICATION**

We, the undersigned, hereby certify the foregoing resolution 17-R-047 which was approved at a Regular Council Meeting on August 24, 2017, was duly adopted by a vote of \_\_\_\_\_ AYES, \_\_\_\_\_ NOES, \_\_\_\_\_ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Tribal Council is comprised of 9 members of which \_\_\_\_\_ voted.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# KARUK TRIBE HOUSING AUTHORITY



P.O. Box 1159 • 635 Jacobs Way  
Happy Camp, CA 96039  
Ph: (530) 493-1414 • Fax: (530) 493-1415

1836 Apsuun Street  
Yreka, CA 96097  
Ph: (530) 842-1644 • Fax: (530) 842-1646

## REQUEST FOR CONTRACT/ AGREEMENT/ MOU

Check One:  Contract  
 Agreement  
 MOU  
 Modification

Number Assigned: 17-A-14

REQUIRED ITEMS: \*Procurement Attached   
\*System for Award Management (SAM) (CONTRACTS ONLY)   
\*Tribe / KCDC Notification (If Required)  Yes  No  N/A

Requestor: Sara Spence Date: August 16, 2017

Department/Program: KTHA

Name of Contractor or Party(ies): City of Yreka / Karuk Tribe

Effective Dates: From: 8/24/2017 To: Ongoing

Amount: \$77,909.04

Funding Source: 20-1421 (Karuk Homes I Tax Credit Project)

Brief Description of Purpose:  
**Intergovernmental Service Agreement for water and sewer to additional 12 units above allocation in NAHASDA Cooperative Agreement in place.**


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

  
Requestor

8/16/17  
Date

\*\* Requestor's Immediate Supervisor  
  
\*\* Executive Director or Assistant Director / Operations Manager

Date  
8/16/17  
Date

\*\* Building Inspector or Construction Manager (Construction Projects)  
  
\*\* Chief Finance Officer

Date  
8/16/17  
Date

**RESOLUTION OF THE  
KARUK TRIBE HOUSING AUTHORITY**

**Resolution No:** 17-R-06  
**DATE APPROVED:** August 21, 2017

**RESOLUTION AUTHORIZING THE ATTACHED INERGOVERNMENTAL SERVICE AGREEMENT BETWEEN THE KARUK TRIBE, KARUK TRIBE HOUSING AUTHORITY, AND THE CITY OF YREKA**

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

**WHEREAS;** the Karuk Tribe Housing Authority (KTHA) being legally established by Ordinance KT-84-0-1 of the Karuk Tribal Council as a public body of the Karuk Tribe and non-profit, tax exempt and independent corporation with perpetual succession; and

**WHEREAS;** the Karuk Tribal Council has delegated to KTHA, by Ordinance 84-0-1, the authority through its governing body (Board of Commissioners) to enter into agreements and contracts with any person or corporation and to take such actions as are commonly engaged in by public bodies; and

**WHEREAS;** said Authority, being vested with all powers inherent in the execution of its established purposes to remedy housing conditions and provide jobs by building safe and decent housing; and

**WHEREAS;** the Karuk Tribe Housing Authority (KTHA) is a Tribal entity recognized by the U.S. Department of Housing and Urban Development (HUD) as the Karuk Tribe's tribally designated housing entity (TDHE) to receive Indian Housing Block Grant Funds (IHBG) in order to implement its housing programs; and

**WHEREAS;** the purpose of the Karuk Tribe Housing Authority is to implement housing programs that provide decent, safe and sanitary housing for Tribal Members and other Native Americans in the Tribe's Formula Area; and

**WHEREAS;** the Karuk Tribe entered into the existing NAHASDA Cooperative Agreement with the City of Yreka (“City”) and County of Siskiyou on December 14, 1999 (“NAHASDA Agreement”) to exempt KTHA housing from all real and personal property taxes levied or imposed by any state, tribe, city, county or other political subdivision; and

**WHEREAS;** the Tribe installed a 750,000 gallon water storage tank, associated pumping station and equipment and water lines necessary to service the housing units within the original 70-unit project, provide the City an adequate water supply for fire protection, and to service additional non-tribal development in the vicinity as water is available and does not adversely impact Tribal unit and fire protection services; and

**WHEREAS;** upon installation, and acceptance as complete, the sewer and water facilities became owned, operated, and maintained by the City; and

**WHEREAS;** the City agreed to, and has, issued encroachment permits to the Tribe for sewer and water connections into the City system, and further agreed not to, and has not, assessed any fee for water or sewer connections of the 70-unit project and a gymnasium; and

**WHEREAS;** KTHA, due to obtaining funding under the federal Low Income Housing Tax Credit program, will be constructing a total of 12 additional low-income affordable housing units on the lands described in the NAHASDA Agreement above and beyond those units already referenced as the 70-unit project; and

**WHEREAS;** as a condition of providing service to these 12 additional units, the City is requiring that the Karuk Tribe pay the City the Development Impact Fees established by the City for the additional 12 units; and

**WHEREAS;** as a material consideration of the City’s willingness to enter this specific agreement, the Tribe/Housing Authority agrees to pay the Development Impact Fees set out for the units covered by this Agreement and give up any claim that said fees are not lawfully chargeable by the City to the Tribe/Housing Authority. The Tribe covenants not to sue City, or otherwise initiate any other dispute resolution process, in connection with, and waives any and all rights to challenge the Development Impact Fees to be paid under this agreement, for this Project; and

**WHEREAS;** pursuant to the NAHASDA Agreement, KTHA currently makes annual payments of user fees to compensate local government for the costs of providing governmental services, including police and fire protection, water and sewage systems for payments in lieu of taxes, in an amount presently equal to \$150 per occupied dwelling unit; and

**WHEREAS;** KTHA further agrees to report all units (rather than “occupied” units) covered by the NAHASDA Agreement, upon the request of the County each year as of January 1; and

**WHEREAS;** the Karuk Tribe Housing Authority Board of Commissioners has reviewed the terms and conditions set out in the Intergovernmental Service Agreement, which is attached as an exhibit to this Resolution, and has determined that approving such Agreement is in the best interests of the Karuk Tribe; now

**THEREFORE BE IT RESOLVED;** that the Board of Commissioners approves and authorizes the execution of the attached Intergovernmental Service Agreement between the Karuk Tribe, Karuk Tribe Housing Authority, and the City of Yreka; and

**THEREFORE BE IT FURTHER RESOLVED;** except as otherwise stated in the attached Agreement the identical terms and conditions of the NAHASDA Agreement applicable to the units described in the Agreement as the 70-unit project will incorporate these additional 12 units; and now

**THEREFORE BE IT FINALLY RESOLVED;** that the Chair and Vice Chair Officers of the Karuk Tribal Housing Authority are authorized to sign, negotiate and execute all contracts pertaining to the Karuk Tribe Housing Authority.

**CERTIFICATION**

I, Robert Super, the Chairman of the Karuk Tribe Housing Authority, hereby certify the foregoing Resolution 17-R-06, which was approved at a Director Meeting of the Board of Commissioners on August 21, 2017, was duly adopted by a vote of \_\_\_\_\_ AYES, \_\_\_\_\_ NOES, \_\_\_\_\_ ABSTAIN, and said resolution has not been rescinded or amended in any way. The Housing Board of Commissioners is comprised of 7 members of which \_\_\_\_\_ voted.

\_\_\_\_\_  
Robert Super, Chairman

\_\_\_\_\_  
Date

## INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into as of the date shown below by and between the Karuk Tribe, (“Tribe”) KARUK TRIBE HOUSING AUTHORITY (“Authority”), and the CITY OF YREKA, CALIFORNIA, a general law city (“City”). Tribe, Authority and City shall be collectively referred to in this Agreement as the “Parties.”

### I. PREAMBLE AND RECITALS.

- A. The Tribe is a federally recognized, sovereign Indian tribe governing itself according to a Constitution and ordinances and exercising sovereign authority over its lands to the extent permitted by applicable law.
- B. The Tribe, pursuant to Article V of its Housing Ordinance, established the Karuk Tribe Housing Authority, authorizing the Board of Commissioners to transact business and setting out the Authority’s powers and authorities. The Karuk Tribe Housing Authority functions as the Tribally Designated Housing Entity for the Karuk Tribe as appointed by Karuk Tribal Council Resolution 97-R-59 on October 23, 1997.
- C. City is a general law city in the State of California, established pursuant to the Constitution of the State of California.
- D. City has the power to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment and disposal of sanitary sewage and to prescribe fees and charges for such services pursuant to Government Code sections 38900 et seq., Health and Safety Code sections 5470 et seq., California Constitution Article 11, section 9, and Government Code §66000, et. seq. Those housing units desiring to construct connections to city utility facilities are required by city ordinance to pay duly adopted prescribed fees to mitigate the residential unit’s development impacts on city facilities, which include, amongst other things, the provision of those utilities. City does not have legal authority to assess real property taxes against Indian trust property or to collect other taxes or assessments from Tribe.
- E. Congress has authorized the United States Secretary of the Interior to acquire land in trust for recognized tribes. The United States has taken certain lands into trust on the Tribe’s behalf pursuant to that authority. The City and the Tribe entered into an agreement on December 14, 1999 for the connection of 70 residential units to the City’s utilities. Those units were constructed and connected. The 1999 agreement does not address the provision of utility services to additional residential units beyond the 70 units described in that Agreement.
- F. The Authority has obtained funding under the federal Low Income Housing Tax Credit program to construct an additional 12 residential housing units (the “Project”) and desires to connect these additional residential housing units to City utilities. City is willing to provide said water and wastewater utilities pursuant to the terms of this agreement and conditioned upon this agreement’s enforceability.
- G. By an act of January 4, 1975, Congress enacted the Indian Self-Determination Act, 25 U.S.C. section 450, et seq. As a federally-recognized Indian tribe, a tribe, and its independent business



organizations, possess sovereign immunity from unconsented suit and exercise sovereign authority over its territories that have been accepted into trust and the governance of its facilities are not subject to state and local laws and regulations. Nonetheless, the Parties are herein demonstrating their commitment to an open government-to-government relationship with one another by voluntarily entering into the negotiations for, and execution of, this Agreement and agreeing to be bound by the provisions hereof. The Tribe grants a limited waiver of its sovereign immunity pursuant to Section VI of this Agreement.

- H. The cornerstone of this agreement is that City and Tribe are entering into an enforceable agreement to mitigate impacts of the Project as it would affect City, including, but not limited to, the following: (a) compensating City for utilities to be provided to the Project; (b) paying normal development impact fees; and, (c) conforming to applicable City design standards.
- I. Tribe and Authority are willing to enter into this agreement as a responsible exercise of the Tribe's sovereignty and in recognition of the Tribe's long-term governmental interest in providing housing for low income tribal members are best served by this agreement. By entering this Agreement, the Tribe and the Authority are not agreeing to and hereby disavow any jurisdiction the City may assert over Tribal lands, but are agreeing to the terms and provisions of this Agreement as contractual obligations between two cooperating governmental entities with shared interests.

NOW, THEREFORE, in consideration of the above and of the mutual promises herein contained, the sufficiency of which is acknowledged, City and Tribe do hereby agree as follows:

## **II. ADOPTION OF PREAMBLE AND RECITALS.**

All the matters stated in the preamble and recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein. In cases of conflict, the provisions of this Agreement other than matters stated in the preamble and recitals shall control matters stated in the preamble and recitals.

## **III. DESCRIPTION OF PROJECT**

- A. Tribe/Authority intends to construct twelve (12) single-family residential units upon Tribal land. Tribe is solely responsible to apply to the appropriate federal agencies and commissions for all approvals required for the construction and occupation of the residential units (the "Project").
- B. Pursuant to the terms of this Agreement, Tribe/Authority hereby contracts with City to supply domestic water to the Project on the same fees, terms and conditions as are applicable, including the right to terminate for applicable violations of those terms and conditions, as may be updated from time to time, to the City's other residential water service customers. City shall have the right to adopt reasonable rules and regulations, applicable to the terms and conditions under which service will be provided, and will provide such services to the Tribe and Authority in the same manner and to the same extent as it does with respect to its other non-sovereign water customers.

Tribe agrees that water supply and wastewater services will be provided under this agreement

may not be sold, assigned, transferred, connected or otherwise alienated from the Project, with or without compensation, directly or indirectly, for the use of any other project or facilities of any Person, without the express prior written consent of written consent of City Council or its designee. Nothing in this Agreement shall be construed to provide Tribe/Authority with any right to wheel water through City's water or wastewater system, except as provided herein.

- C. Pursuant to the terms of this Agreement, Tribe/Authority hereby contracts with City for connection to the City's wastewater collection and treatment system to accept the Project's domestic wastewater on the same fees, terms and conditions as are applicable, including the right to terminate for applicable violations of those terms and conditions, as may be updated from time to time, to the City's other residential sewer service customers. City shall have the right to adopt reasonable rules and regulations, applicable to the terms and conditions under which service will be provided, and provide such services to the Tribe and Authority in the same manner and to the same extent as it does with respect to its other non-sovereign wastewater customers.

This agreement does not entitle Tribe/Authority to any priority over the other wastewater customers over which City Council has jurisdiction. No Wastewater collection received by City shall contain such water quality or volume so as to cause City to be in violation of regulations applicable to its water treatment processes, City's NPDES permit or to become an unpermitted point source for the discharge of pollutants.

Tribe/Authority hereby consent and shall allow City and its authorized contractor or agent, the EPA, as well as any other agency with jurisdiction over City's water and wastewater quality, or an authorized contractor or agent thereof, to enter upon the Project area at reasonable times and in a reasonable manner (which may include formal, informal or no notice, as may be appropriate for the particular circumstances) to inspect the Project's wastewater facilities and water facilities and to confirm Tribe's compliance with the terms of this Agreement. This includes the right to enter into tribal land within the confines of the Project area where such facilities are located whenever there is a reasonable basis to believe that Tribe/Authority may be responsible for a violation of this agreement. City shall also have a right to enter the Project area, when necessary for the abatement of a public nuisance or correction of a violation of the agreement, the regulations, or any other applicable laws, criteria or written direction provided that before entering the Project area the City will notify the Tribe of the alleged violation or nuisance and provide the Tribe the opportunity to cure.

- D. Tribe intends to interconnect its stormwater from the Project with the City's stormwater system. The parties will bargain in good faith for the Tribe/Authority's mitigation of all associated costs, fees and expenses associated therewith.
- E. Tribe shall develop, construct, operate, and maintain in good condition all of the Project's water, wastewater and stormwater facilities as may be necessary to collect and convey the substances to and from the Project to the City's mainlines. Tribe/Authority shall pay directly, and City shall have no responsibility for, all costs and expenses of the water, wastewater and stormwater construction work of any kind or nature whatsoever. The Tribe shall provide to the City as built drawings of the work.

Tribe/Authority shall keep City's interests in its public infrastructure free and clear of any related mechanic liens or stop notices related to such work.

- F. City Approval. All of Tribe's/Authority's development plans, work done and materials furnished for the Project's water, wastewater and stormwater facilities shall be subject to final review and approval by City and will conform to city's standards applicable to new water, wastewater, and stormwater connections, which are adopted as terms and conditions of this Agreement. Tribe/Authority is not providing final approval or review, which is solely City's function and role. City's review and approval of such development plans, work and materials shall not, however, relieve Tribe of any of its obligations under this Agreement. The City Public Works Director, his/her designee, shall have the authority to act on City's behalf to review and approve all development plans, work done and materials furnished by Tribe/Authority for such facilities. Tribe/Authority shall pay City's fees and costs related to the Project.

#### **IV. PROJECT RELATED FEES AND CHARGES.**

- A. Development Impact Fees. City engaged a consultant to determine the fees required to identify capital facilities necessary to accommodate or serve new development, and to develop a comprehensive strategy for managing the financing of such facilities, among other purposes. As a result, the City of Yreka Impact Fee Analysis was issued on October 19, 2006, which analyzed and determined the Public Facilities Impact Fee; the Citywide Street Improvements Development Impact Fee; the Water System Development Impact Fees; the Wastewater System Development Impact Fees; the Storm Drainage Development Impact Fees; and the Park and Recreation Facilities Development Impact Fees ("Capital Facilities Fees"). The fees were determined to be the following for a single-family residential dwelling unit:

Water:	\$6,293.69
Wastewater:	\$1,822.69
Storm Drainage:	\$121.42
Public Facilities:	\$1,852.81
Streets:	\$661.01
Park and Recreation:	<u>\$2,233.22</u>
Grand Total per Unit:	<u>\$12,984.84</u>

The City Council adopted Ordinance 792 setting the fees at one-half of the actual impact fees; totaling the sum of \$6,492.42 per unit. Accordingly the total Development Impact Fee payable by Tribe/Authority under this Agreement, and which the Tribe/Authority agrees to pay prior to connection to the City's water and wastewater facilities, is the sum of \$77,909.04 (12 x \$6,492.42= \$77,909.04).

- B. Waiver of Protest: As a material consideration of City's willingness to enter this specific Agreement, the Tribe/Authority agrees to pay the fees set out in this Agreement for the units covered by this Agreement and give up any claim that the Development Impact Fees to be paid under this Agreement are not lawfully chargeable by City to Tribe/Authority. Tribes hereby covenants not to sue City, or otherwise initiate any other dispute resolution process, in connection

with, and waives any and all rights to challenge the Development Impact Fees to be paid under this Agreement.

C. Other Fees and Charges.

1. Facilities Costs. Tribe shall be solely responsible for paying all reasonable and appropriate design, permitting, construction, review, inspection, operating and maintenance costs incurred by the parties, or either of them related to the Project's water, wastewater and stormwater improvements, as well as any improvements to City's water, wastewater and stormwater systems to facilitate City's services under this Agreement.

If City determines that it is necessary to contract with outside consultants in order to satisfy its obligations under this Agreement, Tribe shall be solely responsible for the reasonable, actual and administrative costs of contracted and additional services, provided however that the rate for such services is consistent with existing City practices. If City requests reimbursement under this provision, it shall present to Tribe, along with its request for reimbursement, a copy of invoices submitted by outside consultants retained for such purposes, provided that certain information from such invoices may be redacted where necessary to protect attorney-client privilege.

2. Fines. Tribe shall be solely responsible for all fines from county, state and federal regulatory agencies and for all costs, fines and penalties arising from third party claims arising from water, wastewater, and stormwater related activities originating from the Project.

## V. INCORPORATION OF TERMS OF NAHASDA AGREEMENT

All provisions of the NAHASDA Cooperative Agreement between the parties dated December 14, 1999 are hereby incorporated to the extent those terms are not in conflict with the terms of this agreement.

Section VI of said NAHASDA agreement is amended to include in lieu of payments annually for all residential units constructed under the terms of the agreements (63 apartments, plus 82 single family homes = 145 units).

## VI. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY

- A. The parties understand that as a sovereign nation, Tribe/Authority is immune from suit. In consideration for Tribe's/Authority's compliance with this Agreement and its limited waiver of sovereign immunity, City agrees to provide services as described herein. The Tribe hereby grants a limited waiver of its sovereign immunity from unconsented suit explicitly for the limited purpose of permitting actions against the Tribe for specific performance or breach of the terms of this agreement. Such a waiver shall be narrowly construed. The Tribe agrees to consent to actions against it for specific performance and/or breach of contract with respect to all obligations of the Tribe under the agreement, including but not limited to the obligations to pay money and the management thereof. This limited waiver expressly does not include a waiver for punitive damages, exemplary damages or attorney's fees. Except as expressly provided herein, this

limited waiver does not allow any actions, claims or awards to be brought or enforced against the Karuk Tribe or the Karuk Tribe Housing Authority, or the individual members of the Karuk Tribal Council, the Karuk Tribe Housing Authority Board of Commissioners, officers, attorneys, employees, agents, or any other person or entity action on behalf of either the “Project” or the Tribe. A claim for enforcement may be brought only in the Superior Court of the State of California for the County of Siskiyou

## VII. MISCELLANEOUS

- A. Amendment or Modification. This Agreement may be modified or amended only by a written instrument executed by Tribe and City, pursuant to the same authorizations used to execute this Agreement in its original form.
- B. Joint Powers. Nothing in this Agreement is intended to create a joint powers agency between City and Tribe. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Agreement.
- C. Nonseverability. If any provision of this Agreement is declared invalid in the final judgment of a court of competent jurisdiction which results in the diminution of any payments or financial obligations of Tribe to City, then the parties shall use their best efforts to renegotiate the terms of the invalid provisions.
- D. State Jurisdiction. This Agreement shall be construed and interpreted in accordance with, and governed by, the substantive and procedural laws (other than choice of law provisions, as to which no state’s laws shall apply in light of the agreed upon application of California substantive law) of the State of California. This provision is an expression of the Parties’ mutual intent made in light of the substantial contacts that the litigation to which this Agreement relates has with the State of California.
- E. Notices, payments, demands or communications required or permitted under this Agreement shall be in writing and shall be deemed to have sufficiently been given if delivered by US Mail to the other party at the following addresses:
  - 1. Office of the City Manager, ATTN: Steven Baker, City of Yreka, 701 Fourth Street, Yreka, CA 96097 [sbaker@ci.yreka.ca.us](mailto:sbaker@ci.yreka.ca.us)
  - 2. Karuk Tribe Housing Authority, ATTN: Sara Spence, PO Box 1159, Happy Camp, CA 96039 [sspence@karuk.us](mailto:sspence@karuk.us)
- F. Time is expressly declared to be of the essence of this Agreement.
- G. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby and thereby. Without limiting the generality of the foregoing, this Agreement shall completely and fully supersede all other understandings and agreements among the parties with respect to such transactions pertaining to the Project.

- H. Except as may be specifically set forth in this Agreement nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons or entities nor give any other third persons or entities any right of subrogation or action against any Party.
- I. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, estates, or firms represented or purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any stated and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- J. This Agreement imposes certain obligations on the Tribe and Karuk Tribe Housing Authority, that are enforceable under this Agreement as contractual obligations. Nothing in this Agreement does, or is intended to, extend the jurisdiction, laws, or regulations of the City of Yreka or the State of California to the trust lands of the Tribe

EXECUTED AND DELIVERED August 24, 2017.

**KARUK TRIBE**

**CITY OF YREKA**

By: \_\_\_\_\_,  
Russell Attebery, Karuk Tribal Council Chair

By: \_\_\_\_\_,  
Joan Smith Freeman, Mayor

ATTEST:

ATTEST:

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

\_\_\_\_\_,  
Elizabeth Casson, City Clerk

**KARUK TRIBE HOUSING AUTHORITY**

\_\_\_\_\_,  
Robert Super, Board of Commissioners Chair

ATTEST:

\_\_\_\_\_,  
Charlene Naef, Board of Commissioners Secretary

## Sara Spence

---

**From:** Fatima Abbas  
**Sent:** Tuesday, August 15, 2017 4:03 PM  
**To:** 'Ed Clay Goodman'; Sara Spence  
**Subject:** RE: Latest Draft

Agreed, that's the only issue.

And that is a ridiculous reading by them.

### Fatima Abbas

General Counsel, Karuk Tribe  
64236 Second Avenue  
Happy Camp, CA 96039  
530-643-1873  
[fabbas@karuk.us](mailto:fabbas@karuk.us)

---

**From:** Ed Clay Goodman [mailto:EGoodman@hobbsstrauss.com]  
**Sent:** Tuesday, August 15, 2017 3:53 PM  
**To:** Sara Spence; Fatima Abbas  
**Subject:** RE: Latest Draft

Sara,

Yes, you are correct, that is a preposterous argument. If they insist on keeping the term "conditionally" in there, then we are going to have to define it to mean "on the same terms and conditions that apply to all others," which of course would be redundant, because it already says that.

My understanding is that is the only thing left to resolve.

Thanks,

Ed

---

**From:** Sara Spence [mailto:sspence@karuk.us]  
**Sent:** Tuesday, August 15, 2017 3:43 PM  
**To:** Ed Clay Goodman <EGoodman@hobbsstrauss.com>; Fatima Abbas <fabbas@karuk.us>  
**Subject:** RE: Latest Draft

Their attorney is afraid that because the agreement only references 'providing services' the same as to other customers so long as we are adhering to the agreement, it would not give them the right to terminate service, if narrowly construed by others who were not part of these negotiations.

I told them that was preposterous, we have agreed to language directly in opposition to that such as allowing them to 'adopt and enact rules and regulations', that could be 'changed from time to time', governing services to ensure that they could apply the current and future policies and procedures to us identically to other customers, which obviously includes termination, which to me seems pretty generous and transparent.

## Sara Spence

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**From:** Ed Clay Goodman <EGoodman@hobbsstrauss.com>  
**Sent:** Wednesday, August 16, 2017 2:44 PM  
**To:** Sara Spence; Fatima Abbas  
**Subject:** RE: Language we discussed.

Sara,

“Applicable” works there, and actually tracks with the “as applicable” language immediately preceding it.

Thanks,

Ed

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**From:** Sara Spence [mailto:sspence@karuk.us]  
**Sent:** Wednesday, August 16, 2017 2:35 PM  
**To:** Ed Clay Goodman <EGoodman@hobbsstrauss.com>; Fatima Abbas <fabbas@karuk.us>  
**Subject:** RE: Language we discussed.

That is EXACTLY what I was thinking and would be more comfortable with that language. Although, I suspect that “certain violations” would not work for them, what about “applicable violations” instead? See below.

Fatima, was there language regarding termination of service in the IGA for the Casino project along these lines?

*Sara R. Spence*

Executive Director  
Karuk Tribe Housing Authority  
(530) 493-1414, Extension 3117

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**From:** Ed Clay Goodman [mailto:EGoodman@hobbsstrauss.com]  
**Sent:** Wednesday, August 16, 2017 2:09 PM  
**To:** Sara Spence; Fatima Abbas  
**Subject:** RE: Language we discussed.

Sara,

I still think the use of the term “conditionally” is more than a clarification, and is so vague and ambiguous as to create problems down the line, but I think the second approach is workable. However, if you want to go with this approach, the “termination” language should go earlier in the two paragraphs and should be clarified to match their intent, as follows:

III.B Pursuant to the terms of this Agreement, Tribe/Authority hereby contracts with City to supply domestic water to the Project on the same fees, terms and conditions as are applicable (including the right to terminate for applicable violations of those terms and conditions), as may be updated from time to time, to the City’s other residential water service customers. City shall have the right to adopt entitled to adopt reasonable rules and regulations applicable to the terms and conditions under which service will be provided and will provide such services to the Tribe and Authority in the same manner and to the same extent as it does with respect to its other non-sovereign water customers.



## Sara Spence

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**From:** Steven Baker <Sbaker@ci.yreka.ca.us>  
**Sent:** Thursday, August 17, 2017 8:26 AM  
**To:** Sara Spence  
**Cc:** Jeannette Hook  
**Subject:** RE: Language we discussed.

Sara: We can live with that change. Steve

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**From:** Sara Spence [mailto:sspence@karuk.us]  
**Sent:** Wednesday, August 16, 2017 4:44 PM  
**To:** Steven Baker <Sbaker@ci.yreka.ca.us>  
**Cc:** Jeannette Hook <hook@ci.yreka.ca.us>  
**Subject:** RE: Language we discussed.

How about this compromise:

III.B Pursuant to the terms of this Agreement, Tribe/Authority hereby contracts with City to supply domestic water to the Project on the same fees, terms and conditions as are applicable, including the right to terminate for applicable violations of those terms and conditions, as may be updated from time to time, to the City's other residential water service customers. City shall have the right to adopt entitled to adopt reasonable rules and regulations applicable to the terms and conditions under which service will be provided and will provide such services to the Tribe and Authority in the same manner and to the same extent as it does with respect to its other non-sovereign water customers.

III.C Pursuant to the terms of this Agreement, Tribe/Authority hereby contracts with City for connection to the City's wastewater collection and treatment system to accept the Project's domestic wastewater on the same fees, terms and conditions as are applicable, including the right to terminate for applicable violations of those terms and conditions, as may be updated from time to time, to the City's other residential sewer service customers. City shall have the right to adopt reasonable rules and regulations applicable to the terms and conditions under which service will be provided and provide such services to the Tribe and Authority in the same manner and to the same extent as it does with respect to its other non-sovereign wastewater customers.

*Sara R. Spence*

Executive Director  
Karuk Tribe Housing Authority  
(530) 493-1414, Extension 3117

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**From:** Steven Baker [mailto:Sbaker@ci.yreka.ca.us]  
**Sent:** Wednesday, August 16, 2017 1:54 PM  
**To:** Sara Spence  
**Cc:** Jeannette Hook  
**Subject:** Language we discussed.

Sara:

After further discussion with legal counsel and since agreements like this are strictly construed, leaving the words "conditionally" in those two paragraphs is important to us for those who may need to deal with this agreement the future. We aren't imposing additional conditions, we are just ensuring clarity.

Alternatively, as we discussed yesterday, we could insert the clause “up to and including termination” behind the clause “provide” for these services. We can live with it either way, but it is important that termination of service is explicit and not just implied.

Steve

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**From:** Sara Spence [<mailto:sspence@karuk.us>]  
**Sent:** Wednesday, August 02, 2017 3:40 PM  
**To:** Steven Baker <[Sbaker@ci.yreka.ca.us](mailto:Sbaker@ci.yreka.ca.us)>  
**Cc:** Jeannette Hook <[hook@ci.yreka.ca.us](mailto:hook@ci.yreka.ca.us)>  
**Subject:** RE: Latest Draft

Just checking in to see how it's going? I would like to get the agreement approved this month. I need to issue payment by the end of the fiscal year (9/30) which is rapidly approaching but have to have an approved agreement first.

*Sara R. Spence*

Executive Director  
Karuk Tribe Housing Authority  
(530) 493-1414, Extension 3117

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**From:** Steven Baker [<mailto:Sbaker@ci.yreka.ca.us>]  
**Sent:** Monday, July 17, 2017 1:42 PM  
**To:** Sara Spence  
**Cc:** Jeannette Hook  
**Subject:** RE: Latest Draft

Sara: I wanted to let you we got your email and are looking it over.

Thanks for your work on this.

Steve

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**From:** Sara Spence [<mailto:sspence@karuk.us>]  
**Sent:** Friday, July 14, 2017 1:11 PM  
**To:** Steven Baker <[Sbaker@ci.yreka.ca.us](mailto:Sbaker@ci.yreka.ca.us)>  
**Cc:** Jeannette Hook <[hook@ci.yreka.ca.us](mailto:hook@ci.yreka.ca.us)>  
**Subject:** Latest Draft  
**Importance:** High

Steve,

I am attaching a latest draft of the agreement following our call June 30 and subsequent attorney review/clarifications. The main pieces needing resolution were the opportunity to remedy prior to the City taking action and the limited waiver both of which have suggested language included.

Our attorney Ed, has clarified the waiver, under which, the City can enforce the Agreement against the Tribe or KTHA if there is a breach, allowing the enforcement you had sought in our last conversation. He attempted to incorporate the comments provided by Jeanette following the last review as well. He did not include the specific language you had, but I believe the edits do address your concerns from the call.

On the question regarding specific termination language, we are agreeing for the City to treat us as you do for any other customers, that would include the termination/suspension you mention as would be done for any other user, when circumstances allow already.

I think the comments are getting shorter and shorter, so hopefully we are almost there now. I would love to shift this off my desk as I am sure you would too.

Thanks!

*Sara R. Spence*

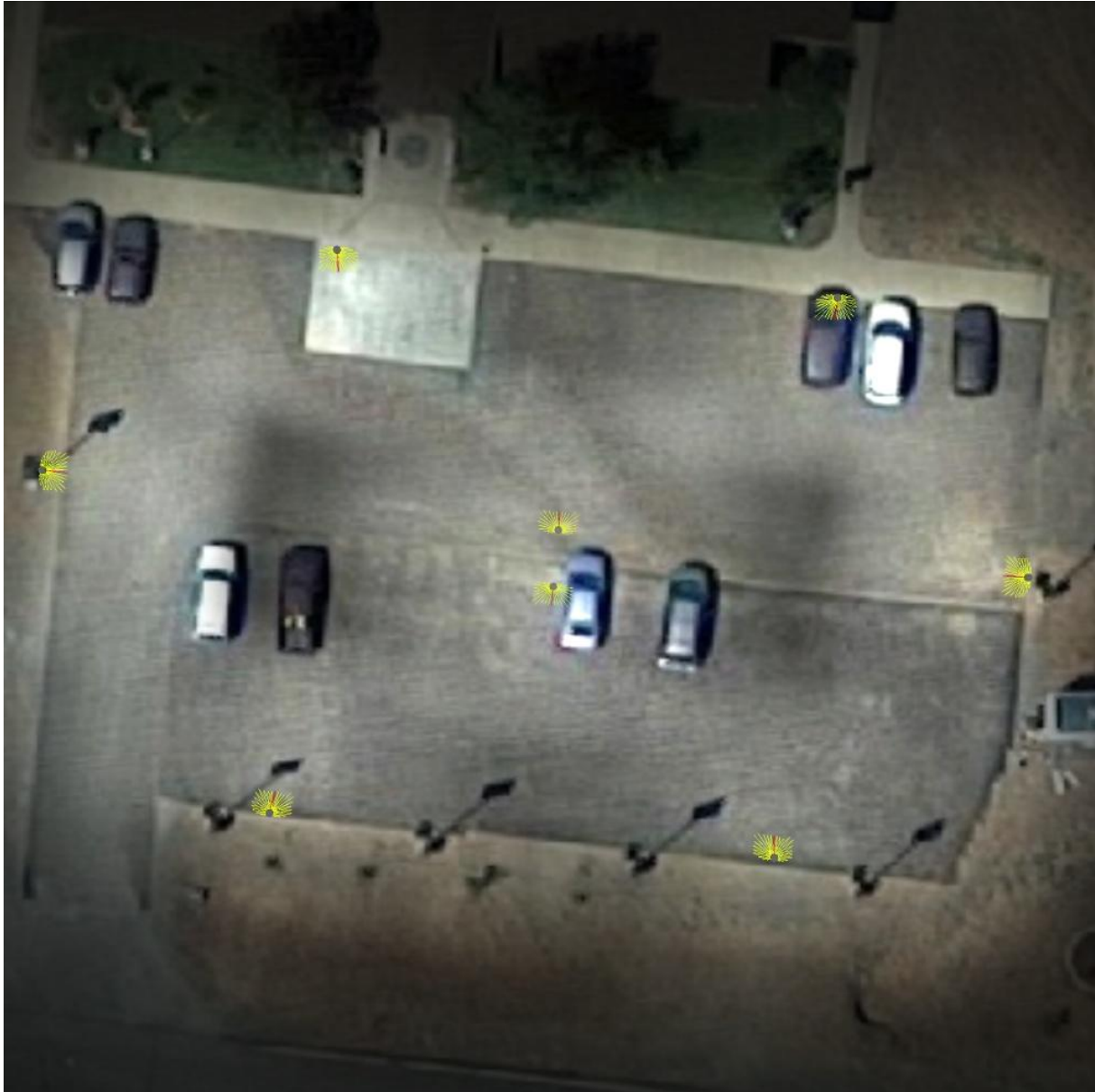
Executive Director  
Karuk Tribe Housing Authority  
PO Box 1159, Happy Camp, CA 96039  
(530) 493-1414, Extension 3117

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Greenshine New Energy  
23661 Birtcher Dr  
Lake Forest, CA 92630

Operator Luis Jimenez  
Telephone 949-609-9636 X 104  
Fax  
e-Mail luis.jimenez@streetlights-solar.com

### OPTION 1 / 3D Rendering





# BRIGHTA

Cost Effective Solar Lighting Solutions



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**Karuk Community Health Clinic**

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

# Karuk Tribe

**Administrative Office**

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

**Karuk Dental Clinic**

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

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**Emma Lee Perez – Contract Compliance Report  
For Council Meeting on August 24<sup>th</sup>, 2017  
Reporting Period July 20<sup>th</sup> – August 17<sup>th</sup>, 2017**

**Consent Calendar:** Submitted

**Action Items:**

Requesting approval of resolution 17-R-096 in the amount of \$177,229 authorizing Year 3 of the Special Diabetes Program for Indians (SDPI) (currently under review)

**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 Tribe 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: September 20<sup>th</sup>, 2017*

**Expenditure/ Progress Chart –**

Program	Code	Total Budget	Expenses to date	Balance	% Expended
CSD	6063-13	\$42,000	\$15,937.04	\$25,937.96	38%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
01/01/2017-12/31/2017	12	6	6	0%	Y
Progress Report Due Date	Completed?	Date Completed	Fiscal Report Due Date	Completed?	Date Completed.
07/20/2017	Yes	7/19/2017	07/20/2017	Yes	07/19/2017
<b>Comments:</b>					

**Achieved during report period:**

Now that school is back in session Compliance will begin working with schools to coat sizes for kids that may need a winter coat. Most of the funds for this grant are spent down in the months of Oct., Nov. and Dec. so Compliance is set to have the grant fully expended by December 31, 2017.

**Project Title:** National Science Foundation – Language Grant

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

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

**Expenditure/ Progress Chart – separate chart required for each grant**

Program	Code	Total Budget	Expenses to date	Balance	% Expended
NSF-Language	4063-00	\$100,000	\$81,358.09	\$18,641.91	81%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed	Extension Option Y/N
06/15/2015 -11/2017	18		4	0	
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
06/2017	Yes	N/A		No	N/A
<b>Comments:</b>					

**Achieved during report period:**

The NSF Language grant is moving forward, the objectives are being met and all reports have been filed in a timely manner.

**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	\$143,056.10	\$461,943.90	24%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed	Extension Option Y/N
10/1/2016- 9/30/2019	36			0	Yes
Progress Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
11/15/2017	no		07/31/2017	Yes	07/31/2017
<b>Comments:</b>					

**Achieved during report period:**

**ICDBG – Family Services Center**

The plans were submitted to the County and returned with minor corrections. The plans will be resubmitted digitally by Tuesday, August 22<sup>nd</sup>. There were also a few forms and additional fees that needed to be submitted- there is a School Facilities Development fee that had to be submitted to the Siskiyou Union High School District at .56 per square foot. We also had to submit an encroachment permit to the Public Works Department. The Siskiyou County planning director will be on vacation (hunting) for two weeks so he won't be able to review our revised set of plans for a few weeks. In the meantime Mike Peters will mobilize and begin trenching for the foundation. Mike Peters is also going to stop by the County to see if someone else can review the drawings or if we can at least begin settings forms. As soon as we have an update we will mobilize cultural monitors and we've been in touch with Alex so that he is aware that we will need cultural monitors in the very near future. Travois and Black Wolf will be onsite August 29<sup>th</sup> to mobilize and will be meeting with the County to get a final building permit and resubmit hard copies of the plans. At this point in time, even with the County delaying us another month, we don't see any issues with completing the project per the timeline as intended.

We have expanded the sewer and water to extend beyond the parking lot to avoid tearing up the parking lot when we expand in the future. I'll present the additional costs to Council when I get the updated numbers.



Our project was recently featured in Travois' monthly blog. You can check out the blog at <https://travois.com/blog/>

### **FEMA-**

Compliance received notification from Cal OES that FEMA has approved our Request for Public Assistance. All of our projects have been submitted and are currently under review by FEMA.

FEMA contacted the Tribe and has solicited us to submit projects for funding that are identified under our Hazard Mitigation Plan. This is noncompetitive and the funding amount is open as long as the project is cost effective. There is a 25% non-federal match requirement. The management team has been notified of this opportunity and has been asked to submit projects by 10 a.m. Monday, August 21<sup>st</sup>. One possible project is upgrading the Orleans water system; this project is identified in the Karuk Hazard Mitigation Plan and a feasibility study has been completed identifying the upgrade as the best way to increase the water capacity for future home development.

### **Pending Grant Applications-**

The Ford Family Foundation- TFFF Board meets on August 25<sup>th</sup>. The program officer will call me that evening when she gets out of the Board meeting.

Applications for CTAS, ANA SEDS, ANA Environmental Regulatory and ICDBG are all pending. These grants are set to start in October, so I anticipate getting a notification within the next few weeks.

Submitted,

Emma Lee  
Contract Compliance Specialist

# Information Technology Council Report

Eric Cutright, August 17, 2017

## Expenditure/ Progress Chart – IT Dept Indirect Budget August 16, 2017

Program	Code	Total Budget	Expensed to date	Balance	% Expended
IT Systems	1020-15	\$347,888.44	\$344,333.99	\$3,554.45	98.98%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2016 to 9/30/2017	12	10.5	1.5	88%	N
Comments:					
This is the budget to maintain the IT Department and the IT resources spread throughout tribal offices. The majority of the budget goes to salaries for IT personnel.					

### IT Department On-Going Projects:

- The project to connect all 3 council chambers with video conferencing is progressing. One quote for equipment and installation has been received. Additional quotes are being solicited. This is a project where if some of the installation is handled in house, then significant monetary cost savings could be achieved in the purchase, at the cost of time spent by tribal personnel performing the installation and self-training on the equipment. A presentation will be made to the council once the options have been fully explored.
- The Orleans Medical Clinic telemedicine cart was deployed on August 9. There were a few problems with the first couple of telemed calls, but those issues have been worked out.
- The IT department has assisted KTHA with their 30 homes project, providing internet access to all 30 homes. Each of the 30 homes requires data wiring inside the structure, and 27 of the homes have received that wiring, with the remaining 3 homes to receive the wiring in the next few weeks. The antenna pole installed near the water tank in Yreka should receive electric power in early September, after which IT will install the radios on the pole and on each home, connecting them to the Internet.
- In an effort to provide streamlined management of our computer systems, and to improve protection against modern threats such as ransomware, the Karuk Tribe has purchased Kaspersky Advanced Endpoint Protection to install on all of our computers. Installation has begun and continues to progress through the various departments.
- The IT Department is consulting with TANF about the possibility of installing a standby backup generator to provide power to the Happy Camp TANF office. Quotes have been received, and IT is waiting for TANF to request funding approval.
- IT met with the account representative from Verizon Wireless, who came to visit the Tribal office in Happy Camp. After discussing options, a potential cost savings vehicle was presented that might cut the monthly Verizon Wireless bill significantly. This option is being explored.

## Project Title: Áan Chúuphan Internet Service in Orleans

Áan Chúuphan Business status as of August 16:

- 9 anchor institutions are receiving complementary service through the USDA grant
- 127 active customers
- 105 customers have internet access installed
- 2 customer in the queue to have service installed
- 20 customers are awaiting radio improvements to receive service

### Expenditure/ Progress Chart – Áan Chúuphan Budget August 16, 2017

Program	Code	Income	Expenses	Balance	% Expended
Áan Chúuphan	2661-00	\$130,133.16	\$90,454.07	\$39,679.09	69.51%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/1/2016 to 9/30/2017	12	10.5	1.5	88%	N
<b>Comments:</b>					
This budget reflects the broadband business operations in Orleans.					

### Expenditure/ Progress Chart – USDA Community Connect Grant

Program	Code	Total Budget	Expensed to date	Balance	% Expended
USDA RUS	2061-00	\$1,141,870.00	\$977,225.47	\$164,644.53	85.58%
Term Dates	Total Months	Month # for report period	# Months Remaining	% Completed.	Extension Option Y/N
10/24/2011-10/24/2017	72	70	2	97%	N
Final Report Due Date	Completed?	Date Completed.	Fiscal Report Due Date	Completed?	Date Completed.
11/27/2017	No		11/24/2017	No	
<b>Comments:</b>					
This grant funds the construction of broadband infrastructure to Orleans.					

Construction and Network Projects:

- White Space radios have been ordered and are expected to arrive this fall. These radios will help Áan Chúuphan connect up to 20 subscribers who have been waiting for service and who cannot be served by any of our existing wireless frequencies.

Reimbursement Status:

- \$977,225.47 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:**

- The 2<sup>nd</sup> quarter progress report was submitted on July 14, 2017.
- The Certificate of Public Convenience and Necessity, or CPCN, issued to the Karuk Tribe to operate as a phone company in California needs to be revised to allow the Tribe to install facilities and conduct CEQA environmental reviews on non-Tribal land. The new tariff has been submitted for Tribal review.
- 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. This budget will also need to be reviewed by the Yurok Tribe.

### **Permitting Services:**

- A request for easement has been sent to Cal Fire to cross a parcel of land they manage.
- A permit will need to be requested from CalTrans once the CEQA process is complete.
- A revised proposal was submitted on April 28, 2017 to the forestry company Green Diamond Resources (GDR) for permission to install fiber optic facilities near the Pacific coast in their private land. GDR has requested that additional easement possibilities be explored with PG&E.
- PG&E has been informally contacted to make an additional attempt at an easement on PG&E transmission lines. This easement was originally rejected as a possibility for KRRBI because PG&E said the cost would be \$1,000,000 per mile.
- A revised proposal to the USDA Forest Service was submitted June 2, 2016. The Forest Service responded on May 16, 2017 with requests for additional information. These requests are being processed.
- An application to Humboldt County for an encroachment permit was submitted on June 10, 2016. Humboldt County acknowledged the application and has started processing.
- An application to California State Lands for a Klamath River crossing permit is being drafted.

### **Cultural Review:**

- The Karuk THPO and cultural review is complete.
- In order to assist the Yurok Tribe with section 106 compliance for this project, an outside archeologist has been hired. Progress on the cultural report has been made, and the report necessary to complete the Proponent's Environmental Assessment (PEA) is expected near the beginning of September.
- A very small portion of KRRBI will cross Wiyot ancestral territory. The BIA has met with the Wiyot THPOs, and will soon begin formal consultations with the Wiyot governments.

### **Environmental Review:**

- The Proponent's Environmental Assessment (PEA) draft was submitted to the funder, the California Public Utility Commission (CPUC) on October 14, 2016. A data request was received on November 15, 2016 with extension questions and requests for more information. A response to this data request is in progress, and is waiting on the Yurok Tribe cultural documents.
- 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. N-Com plans to make a trip in this fall to survey the overhead portions of the project, especially in segment 2 along highway 169.
- 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 has been prepared and has been presented to the landowner.
- Initial wireless engineering for the tower sites on Antenna Ridge and Orleans Mountain are being drafted.

**Expenditure/ Progress Chart – KRRBI – California Advanced Services Fund (CASF)**

<b>Program</b>	<b>Code</b>	<b>Total Budget</b>	<b>Expensed to date</b>	<b>Balance</b>	<b>% Expended</b>
KRRBI - CASF	6661-00	\$6,602,422.00	\$548,211.32	\$6,054,210.68	8.30%
<b>Term Dates</b>	<b>Total Months</b>	<b>Month # for report period</b>	<b># Months Remaining</b>	<b>% Completed.</b>	<b>Extension Option Y/N</b>
10/17/2013-10/17/2020	84	46	38	55%	Y
<b>Progress Report Due Date</b>	<b>Completed?</b>	<b>Date Completed.</b>	<b>Fiscal Report Due</b>	<b>Completed?</b>	<b>Date Completed.</b>
07/10/2017	Yes		At 25% Expended	No	
<b>Comments:</b>					
This grant expands on the Orleans Broadband Project and partners with the Yurok Tribe to provide internet service to several unserved and under-served communities in Northern Humboldt County.					

**Report Attachments:**

- Cell phone usage report for July 2017 billing period

Tribal Council Report - July 2017  
Education Department Report  
Rose Butterfly, Education Program Coordinator



**Budget Overview:**

Grant	Total Budget	Expended to Date	Balance	% Expended
BIA	71,462.00	17,647.78	53,814.22	24.70%
NYCP	117,953.00	73,860.77	44,092.23	62.62%

**Education Department Updates:**

• **Academic and College Advising**

- The Student Services Coordinator Job Description is still vacant. The Position is re-advertised open until filled. Even though the education requirement has been decreased from a Bachelor's to an Associate Degree there has not been much interest due to the position being part-time.
- The last month has been busy with assisting students and parents with the Higher Education Grant application and Rent Voucher application. I have been in contact with Colleges and Universities of students I did not receive a Financial Needs Analysis. This has been beneficial as it allowed the students to follow-up on any missing documentation they may have needed to complete their FAFSA.
- I assisted with the Tribal Reunion Scholarship in which there were 6 applicants. The winners of the Ishkiit Pakuthipvaarami (Returning Home for Luck) Scholarship in the amount of \$250 included Frankie Snider, Daniela Sanchez, Gregory Hobbs, Grace Bruschi, Kristin Aubrey, and Bobbisue Goodwin.
- Yav Kuma Itipan went well with over 26 students registered. However only 24 students completed the Math and Science Camp and received a bag with school supplies. It was great to see the students energetic to complete their math sheets and participate in the many Science experiments. I am glad I had the opportunity to work with the Pikyav Field Institute and MKWC to find out more about their programs and what they are doing with the youth and community. The additional volunteers and youth workers were very helpful. In collaboration with Dion Wood, Laura Olivas and Cassidy Little; the students enjoyed a week long Math and Science Camp.

• **Higher Education Grant/Scholarships**

- There were a total of 33 applicants, in which the scholarship could be \$1600, but would leave a remaining balance of \$562 of \$53,362. If we did \$1500 there would be a remaining balance of \$3,862.00. If we did \$1400, there would be a remaining balance of \$7,096.00. The Education Committee voted on \$1600 for each scholarship recipient.
- There were 2 applications, in which the students were pursuing Environmental Science. The Education Committee voted on \$1600 for each recipient to receive a Natural Resource Scholarship.
- 2 2017-2018 HEG Scholarships applications completed by Descendants-I have informed due to funding the scholarship can only assist Karuk Enrolled members at this time and referred to additional scholarships for Descendants.

• **Tutors**

- Yreka: 6 Tutors contracted

Tribal Council Report - July 2017  
Education Department Report  
Rose Butterfly, Education Program Coordinator



- Happy Camp: 7 tutors contracted-2 at Happy Camp High School, 3 contracted for Happy Camp Elementary School, 2 High School Students assisting with Summer Tutor Program
- Junction: Tutor currently no tutor in place
- Orleans: 1 tutor contracted
- **Karuk Youth Leadership Council (KYLC)**
  - The Tribal Reunion went well and I was able to receive nearly 200 short questionnaires, which the community was able to address what they would like to see the Karuk Youth Leadership Council focus on more in their community. The top 3 will be selected for the KYLC to vote on what they would like to focus on during the 2017-2018 academic year.
- **Education Committee Meeting**
  - The Meeting August 16, 2017 from 1:30PM-3:30PM in the Happy Camp Admin Fishbowl had 7 attendees. Snacks were provided. The Education Department provided updates on the upcoming 2017-2018 Academic School Year and the Higher Education Grant amount of \$1600 was approved for distribution to students with complete applications. Guest Kevin Triance, provided an update on the HCUESD end of the Year English Language Arts and Mathematics test scores. Kevin also informed the Education Committee that the ACE grant was only approved for half the grant in the amount \$45,000, from its usual Annual amount of \$80,000. Two student aides that were paid under the grant were laid off.

**Yreka High School/NYCP Updates**

- **Academic and College Advising**
  - Summer Credit Recovery Program has 10 Native American students currently completing courses through UC Scout. The students are receiving assistance from tutors at the Yreka KHCCC.
- **Karuk Education Consent Forms**
  - 2017-2018 Academic Year Forms will be distributed to High School Students, who self-identify as Native American.
- **Attend regular Title VII/Indian Parent Committee Meetings**
  - No meetings scheduled for the month of August
- **Events/Activities**
  - Yreka Summer Tutor Program at Yreka KHCCC started June 26-August 11, 2017.
    - There were 19 students registered and using Khan Academy.
    - 10 students who attended regularly received a \$20 gift certificate provided by KTHA.



**Happy Camp Education Department/NYCP Updates**

- **Karuk Youth Leadership Council (KYLC)**
  - Happy Camp KYLC Meeting on June 2<sup>nd</sup>
    - Finished volunteer work with Frist 5 Siskiyou at Farmer's Market's for playgroups
    - Successful during reunion selling frozen lemonade

Tribal Council Report - July 2017  
Education Department Report  
Rose Butterfly, Education Program Coordinator



- **Maintain Karuk Education Department Website, Monthly Activity/Event Calendar and Scholarship Bulletin**
- **Yav Kuma Itapan- Happy Camp**
  - Camp was full with 26 participants
  - **Special guests/activities include:** College OPTIONS, Pikyav Field Institute, and MKWC
  - **Volunteers include:** Alan Merrill, Nicole Woodrow, Joseph Robba, Tom Evertsen, and Karuk Judicial Systems and Program: Tanya Busby, Leslie Harrison, Michael Dyer, Darryl McBride, and Rudy Aguirre
- **Summer Tutoring Program**
  - **Orleans-** Tuesdays and Thursdays starting July 6<sup>th</sup>- August 10<sup>th</sup>
    - 11 students registered and using Khan Academy for at least 30 minutes per day
  - **Happy Camp-** Wednesdays and Fridays starting July 5<sup>th</sup>-August 11<sup>th</sup>
    - 7 students registered and using Khan Academy for at least 30 minutes per day
  - Program ended with glowing responses from students and parents. Selecting 5 students from each site to receive \$20.00 gift cards donated from KTHA for best attendance. Finishing Khan Academy Reports.
- **HCHS Native American Celebration Day**
  - September 29<sup>th</sup> at HCHS from 10:00am-12:05pm
  - Working with Darryl McBride, Youth Wellness Court Compliance Officer to coordinate and organize.
    - Looking to include activities such as Regalia Making, Basket Weaving, Sticks Demonstration, Modern Native American Music, Dress Demonstration, Demonstration Dance, Native American Plants- Healing Properties, Benefits and Foods, Language/Storytelling, History of the Karuk Tribe and more.
- **College and Career Readiness**
  - Setting days and times to visit Orleans, Junction, and Happy Camp Elementary Schools with Teachers and Principals to start curriculum and IAP's.
  - Met with HCHS Staff and community members to review district goals and establish HCHS Mission
    - Pride in the Past, Success in the Future- Leaders Today!

Respectfully Submitted,

*Rose Butterfly*





# **Karuk Tribe Council Report**

**From: Laura Mayton**  
**Meeting Date: August 24, 2017**  
**Location: Happy Camp**

## **ACTION ITEMS**

I am requesting approval of the following insurance options for fiscal year 2018:

Medical Insurance - Blue Shield PPO Option 2  
Dental Insurance - Cypress  
Vision Insurance - VSP  
Life Insurance - Symetra

Please see information provided with this report.

## **CONTROLLER POSITION**

The controller position for the Karuk Tribe's fiscal department remains unfilled. I will be creating a test to be administered to all applicants next week to determine their current skill levels. Once tests are completed I will review test results and applications with human resources and TERO to determine which applicants will be interviewed.

## **BUDGETS**

The fiscal year 2018 budget meeting with Tribal Council is scheduled for September 7<sup>th</sup>. I plan to email draft budgets to the Council a week before the meeting.

## **CASINO PROJECT**

The steel building is being erected and construction is moving forward rapidly. Key staff positions need to be hired and licensed as soon as possible to make sure everything is ready to operate as soon as the building is complete.

The 9th pay application for this project has been processed. The total amount borrowed to date for this project is \$11.0 million.

The next pay application meeting will be held on August 23rd.

## TERO Director Report – August 2017

Program	Total Budget	Expended to Date	Balance	% Expended
TERO	72,243.00	59,544.57	12,698.43	82.42%

### Caltrans Update

TERO has been able to refer two tribal members to two current jobs within the territory. There is one more project that might require a third referral.

No updates on the statewide Caltrans TERO workgroup. Our next conference call has not been scheduled.

With the resignation of the Director of Transportation, I will step up as the alternate Caltrans Native American Advisory Committee (NAAC) rep for the Tribe. The next NAAC meeting is August 23 in Woodland.

### Karuk WPA/Ordinances

I would like to keep this on the radar. We need to work on the WPA.

- Tribal Wage Rates/Ordinance – the rates need adjusting for current cost of living allowances.
- Business License Ordinance – I have been requested to issue a tribal business license for a daycare in Yreka housing. I was hoping for an updated ordinance and clear protocol before I issued any new licenses.

### Rain Rock Casino

We have been referring individuals to the Rain Rock Casino website where we are told we would get notifications if we leave our name and email address. This has not happened for the latest jobs that we are advertising.

### Gaming Commission Training

We had a great turn out for the Gaming Commission training. There were 43 that signed up and 36 that showed up. I think there was a bit of confusion about what the training was all about and people signed up just because they did not want to miss out. The next training is scheduled for September 12.

## Child Care

Fiscal Year	Total Budget	Expended to Date	Balance	% Expended	# of Families Served
CCDF FY 16	72,801.16	64,529.19	7,457.15	89.76%	5
CCDF FY 17	117,233.00	0	0	0	0

### Child Care National

The first training on the new federal regulations is scheduled for September 19<sup>th</sup> and 20<sup>th</sup> at the Regional offices in San Francisco. I have requested a fiscal staff person to also attend (Jamie Orge). We must be compliant with the new regs by FY19. Tribal child care programs from CA, NV and AZ will be in attendance.

### Child Care State

The Tribal Child Care Association of California (TCCAC) is still in the process of piloting tribal child care center sovereign standards. We now have a commitment from Redding Rancheria to be a pilot site. Once we complete the reviews and finalize development of the monitoring tools and checklist we will be distributing the standards to all tribes in CA. I have initiated discussion to begin developing licensing standards for Family Child Care Homes which will also be standards that Tribes will be able to adopt as their own sovereign tribal family child care home licensing standards.

### Child Care Local

We have been working on putting together home visiting bags. We will be mailing out infant bags to newborns and their parents. We obtained information from enrollment so that we can mail out the bags to tribal member and descendant infants within the tribe's service area.

### Summer Food Program

The Summer Food program will end today (August 18). We feel we had a great program this year with few issues. Priscilla from Head Start has done a great job handling the administrative part of the program.

**Yav Kuma Itapan**

**Yav Kuma Itapan was a great success. We had full enrollment at both sites serving over 50 youth. This program has evolved over the years and we need to take a good look at it to keep it evolving. It is possible that we change the format entirely. We are always open for input! Yootva to Laura Olivas, Rose Butterfly and Cassidy Little and to all the parents and volunteers who helped make it possible!**

**Respectfully Submitted,**

**Dion Wood**