

**KARUK TRIBE
COUNCIL MEETING AGENDA**

Thursday, November 29, 2012, 3 PM, Happy Camp, CA

A) CALL MEETING TO ORDER – ROLL CALL

AA) PRAYER / KARUK TRIBE MISSION STATEMENT

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

CH) APPROVAL OF THE AGENDA

EE) APPROVAL OF THE MINUTES (*October 25, 2012*)

**** ACKNOWLEDGEMENT – Tribal Council**

**** SWEARING IN – Election Committee**

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

1.

F.) GUESTS: (*Ten Minutes Each*)

1.

I.) DIRECTOR REPORTS (*Ten Minutes Each*)

1. April Attebury, Tribal Court Administrator
2. Darlene Snapp-Silfies, KCDC Chief Financial Officer (written report)
3. Sandi Tripp, Director of Transportation (written report)
4. Leaf Hillman, DNR Director (written report)
5. Lisa Morehead, Grant Writer/Resource Developer
6. Scott Quinn, Director of Land Management (written report)
7. Daniel Goodwin, Maintenance Supervisor
8. Robert Attebery, LIAP Administrator (written report)
9. Tamara Barnett, HR Manager (written report)
10. Dion Wood, TERO/Childcare Director (written report)
11. Duke Arwood, Education Coordinator (written report)
12. Tiffany Ashworth, Dir. Admin Programs and Compliance (written report)

13. Erin Hillman, Executive Director KTHA (written report)
14. Laura Mayton, Chief Financial Officer
15. Jaelyn Goodwin, Self-Governance Coordinator (written report)

II.) REQUESTS (*Five Minutes Each*)

K) PHONE VOTES (*Five Minutes*)

1. Request approval of agreement 13-A-005 between the Karuk Tribe and Veronica Brassea, DDS. Passed.
2. Request approval for out of state travel for Buster Attebery to Washington DC, December 3-4, 2012. Passed.

M) INFORMATIONAL (*Five Minutes Each*)

- 1.

N) COMMITTEE REPORTS (*Five Minutes Each*)

1. NCIDC Meeting Minutes

OO) CLOSED SESSION (*Five Minutes Each*)

1. Enrollment (Dinner Break)
2. Vickie Walden
3. Roberta Grant
4. Joel Croy
5. Joann Harrison
6. Gina Allen
7. Barbara Snider
8. Tribal Council Members

P) SET DATE FOR NEXT MEETING (*December 27, 2012 at 3 PM in Orleans, CA.*)

R) ADJOURN

**Karuk Tribe – Council Meeting
October 25, 2012 – Meeting Minutes**

Meeting called to order by Michael Thom, Vice-Chairman

Present:

Russell “Buster” Attebery, Chairman
Michael Thom, Vice-Chairman
Joseph Waddell, Secretary – Treasurer
Dora Bernal, Member at Large
Charron “Sonny” Davis, Member at Large
Alvis “Bud” Johnson, Member at Large
Crispen McAllister, Member at Large
Amos Tripp, Member at Large
Wilverna “Verna” Reece, Member at Large

Absent:

None at this time.

The Mission Statement was read aloud by Dora Bernal and the prayer was done by Sonny Davis.

Agenda:

Michael Thom moved and Bud Johnson seconded to approve the agenda, 8 haa, 0 puuhara, 0 pupitihara.

Minutes of September 27, 2012:

Sonny Davis moved and Bud Johnson seconded to approve the minutes of September 27, 2012, 6 haa, 0 puuhara, 2 pupitihara (Michael and Crispen).

Guests:

1.) Elaine Randolph, Tribal member:

Elaine is present to provide the Council with a written letter regarding KTHA. The Council asked her to stop her statements and hold them to closed session.

2.) Eric Cutright, IT Director:

Eric is present to discuss his action items that he provided earlier to the Council. It is a request for approval of procurement for wireless services for the Broadband project. Eric then noted that it is for the equipment with a discount if purchased by the end of this month. The procurement allows the purchase of this equipment within the grant. The services will be provided for the community of Orleans, including individual homes.

Dora Bernal moved and Michael Thom seconded to approve procurement with Cedarlink, 8 haa, 0 puuhara, 0 pupitihara.

Jody then inquired if the equipment can be used for internet to the clinic areas and it can be used right away. He discussed the Computer Center in Orleans. He would like to ask the Council if the Computer Center in Orleans can use the equipment right away so that they can share that internet connectivity. The KCDC Board asked that he seek the Council’s approval for this in the interim of looking for additional funding toward running it. Dora would like to have something in writing with KCDC, because they may use the equipment but it needs to be clearly defined that it is the Tribes equipment for an obligated project, so they need to seek resources for their projects, long term.

Consensus: for the KCDC Computer Center in Orleans to be able to use the equipment.

3.) Patrick, Sprung structure:

Patrick is present to discuss options of having a sprung structure. He noted that he has a 25k square feet which could be up in a couple weeks. He provided materials for the group to review. He noted that the group can go to www.sprung.com and on that site is a gaming link, which provides a lot of information. There are over 100 different structures being used nationally. One thing to remember about sprung structures is that they are very modular and allow adding onto the building. There are real doors, windows, and California code compliance. On the outside it looks like a tent but on the inside its engineering. Dora inquired if Patrick installs the whole structure. Patrick noted that they do not, they supply the engineering, pad, high beams, and they ship to the contractor. Sprung will assist with different contractors and will work with them, and he will be available if there are any additional questions or comments.

Directors Reports:

1.) Sandi Tripp, Director of Transportation:

Sandi is present to provide her report. She is following up with Stephanie on the HCAOG representation for Tribes that the Council formally approved.

Her report contains an update on her travel, continued service for the Stage agreement that the Tribe currently has. She updated the Council on the Red Cap bikeway, again. She noted that the bikeway will travel the entire road on both sides and will be a very large project.

She noted that the Happy Camp street scapes project will enhance the beauty of Happy Camp. It will provide safety for the community members and will also include some beautification concepts with lighting and landscaping.

She has two action items. Her first one is 12-C-090 (1) which includes an amendment to the scope of work for the Red Cap bikeway with LACO Associates.

Michael Thom moved and Sonny Davis seconded to approve amendment (1) to 12-C-090 with LACO Associates, 8 haa, 0 puuhara, 0 pupitihara.

Buster inquired if Happy Camp is included in discussions for bike trails or bikeways. Those types of items will be incorporated into the Happy Camp project.

Her second action item is; an amendment to 12-C-066 (1) for GHD, adding funding to an on-call contract for engineering and design projects that the transportation department has. This is put out for bid each year. She is excited to get more services. She has the funding in her budget.

Verna Reece moved and Jody Waddell seconded to approve amendment (1) to 12-C-066, 8 haa, 0 puuhara, 0 pupitihara.

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

2.) Leaf Hillman, Director of Natural Resources:

Leaf is present to review his report. He has one action item. It is a request for approval of resolution 12-R-113 to the BIA for FY13 for water resources planning. It is for predevelopment to support implementation to the Klamath Agreements.

Michael Thom moved and Crispin McAllister seconded to approve resolution 12-R-113 to the BIA, 8 haa, 0 puuhara, 0 pupitihara.

Leaf then provided time for Craig Tucker for reporting to the Council regarding amendments proposed by the settlement parties. He would like to plan a working session so that the Council can identify time to meet with the Council.

Verna Reece moved and Bud Johnson seconded to approve Leaf's report, 8 haa, 0 puuhara, 0 pupitihara.

3.) Scott Quinn, Dir. Of Land Management:

Scott is present to review his report. He just returned from the NCAI conference and will have that travel report next meeting.

He would like to seek approval of a technical amendment which will add a special scope of work for evictions with the attorney that will be handling the evictions at the RV Park.

Dora Bernal moved and Michael Thom seconded to approve amendment (1) 12-C-117 with Michael Wells, 8 haa, 0 puuhara, 0 pupitihara.

He then went on to discuss the nine vacant lots that the Council has authorized to sell to KTHA. This sell will provide for additional remodeling to the RV Park. The property was appraised at \$55,500. He recommends selling them to KTHA for that price.

He noted that this would be done to cover the property as far as TORT claims and they will stay in the Tribes name.

Amos Tripp moved and Michael Thom seconded to approve agreement 13-A-002 to approve the land purchase agreement, 7 haa, 0 puuhara, 1 pupitihara (Michael).

He then went on to provide an update on the trust applications. He submitted an application to the Fee to Trust where the Wellness Center will be.

Buster inquired about the boundary for the Tebbe property. Scott is waiting for the adjacent land owner regarding their boundaries. Scott updated the Council on the solution for the Tebbe property and provided the best service for the homeowners and the Tribe. Scott and Buster did attend a meeting with the BIA regarding the trust applications and the time it takes to process them.

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

4.) Daniel Goodwin, Maintenance Supervisor:

Daniel is present to review his report. He noted that the maintenance department has spent most of the month on the maintenance building at the admin complex. They also have begun the work on the restroom at the Ranch.

He noted that there is a company in Yreka that will be doing a carpet repair for the Yreka TANF building. The company may not be able to fix it; however they quoted \$100 for a possible fix, which Fred is allowing.

Daniel updated the Council on the Yreka Head Start regarding their lights and the lack of funding for the supplies needed. Head Start needs about four replacements and he is willing to do this work, however the staff asked that that be done and be brought to the Council to seek discretionary funding or available funding for the updates. Michael noted that it is a Tribal building and it's necessary that the Tribe upkeep the building. Daniel will provide quotes and get them to the Council next week.

Sonny Davis moved and Bud Johnson seconded to approve Daniel's report, 8 haa, 0 puuhara, 0 pupitihara.

5.) Robert Attebery, LIAP Administrator:

Robert is present to update the Council on his report. He announced that the re-allotment of funding for FY11 brought the Tribe an additional funding in the amount of \$80k. Also, this year's funding has not been provided to date, and with this they should be on pace to provide better services throughout the year in energy services.

The work experience program is for volunteer work, which provides a small stipend because of the volunteering. The work experience program has been slim this year and he isn't sure why it isn't really used.

Annie Smith has been providing resources of certified caregivers for the Elders in their homes. This is nice to provide the service to the Membership.

Bud Johnson moved and Crispin McAllister seconded to approve Robert's report, 8 haa, 0 puuhara, 0 pupitihara.

6.) Tamara Barnett, HR Manager:

Tamara noted that the DDS for Happy Camp is traveling and will be available to work November 1st. There are seven positions that are vacant at this time. Interviews need to be scheduled right away. The Newsletters were all mailed out. The Director evaluations are scheduled for November 7, 2012 and November 13, 2012 for the Medical Director Position interview in Happy Camp.

Dr. Hess worked for the Tribe previously and Lessie and Dr. Hess are discussing possibilities of working out a part time position in Yreka, which will fill that vacancy.

Crispin McAllister moved and Sonny Davis seconded to approve Tamara's report, 8 haa, 0 puuhara, 0 pupitihara.

7.) Dion wood, TERO Director:

Dion is present to provide an update to his report. Dion introduced Tom who is from Redding pipe fitting and provided some training opportunities for the Membership. From the survey at the Reunion of what Tribal Members wanted training in, plumbing was a high response so Dion was excited that this training is being provided to the Membership. This is exciting and he provided a tour of Yreka.

He will also be moving toward referrals for the Yav Pa Anav forum and that is moving along nicely. Yurok Tribe, Hoopa Tribe and the Karuk Tribe TERO Departments all met with unions and this was very informative, so they will now meet quarterly.

Dion then sought out of state travel for TERO Director and up to 3 TERO Commissioners to Las Vegas, NV December 12-14, 2012. The Pacific Northwest Meeting will be combined with the TERO Meeting.

Michael Thom moved and Sonny Davis seconded to approve Dion and up to 3 commissioners to Las Vegas, NV, 8 haa, 0 puuhara, 0 pupitihara.

He then provided an update on Childcare programs at the state and national level. This next coming year is the submission to provide the Tribes childcare plan, which he will be holding public meetings and brainstorming and how to best provide childcare services. Nationally, they attended 20 separate meetings while in DC with representatives regarding funding for Tribes. This bill authorizes up to 2% for childcare and the more Federally Recognized Tribes, means that the Tribes only receive less and less funding. They are requesting up to 5%.

The National Board has made their schedule for FY13. He will seek approval for the year for attendance to those meetings, but he can wait.

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

8.) Duke Arwood, Education Coordinator:

Duke is present to provide his report to the Council.

Duke would like to use the TANF vans to take students to HSU. Randy White and Jeffery McAllister are volunteering to drive and Lester has approved the use but would like the Council's approval for use.

Along with approval of the drivers, he would like to have permission to have the insurance provided for the youth flag football in Happy Camp

He is having language classes in both High Schools and he is looking forward to having language provided in the Head Start programs. The tutors are getting up to speed and once more background checks are done, then more will be provided positions.

The tutor program seems to work very well and across the nation tutoring seems to be something that is supported.

The Yocho Tribe is going to remain the delegates as the representatives for the California Native American College project since they are providing the funding. The college fundraising group recently obtained their 501c3 status which means they can go after federal funding, making it the first Native American College in California.

Michael Thom moved and Sonny Davis seconded to approve adding Randy White and Jeff McAllister to transport students and the flag football insurance for the kids, 7 haa, 0 puuhara, 1 pupitihara (Crispen McAllister).

Crispen is going to be the open speaker for the HSU Native American Day.

Verna Reece moved Amos Tripp seconded to approve Duke's report, 8 haa, 0 puuhara, 0 pupitihara.

9.) Tiffany Ashworth, Dir of Administrative Programs and Compliance:

Tiffany is present to provide her report to the Council.

Amos Tripp moved and Michael Thom seconded to approve the RFP template, 8 haa, 0 puuhara, 0 pupitihara.

She then sought approval of the contract template.

Amos Tripp moved and Jody Waddell seconded to approve the Contract template, 8 haa, 0 puuhara, 0 pupitihara.

Buster then inquired about the forms being revised and he questioned if they are to make the process more clear and compliant. Tiffany noted yes, that it is to make them more user friendly. The staff noted that due to not having Management Team meetings, they were not able to look at them. Dora would like the staff that are required to use the forms be allowed to view them, because they are the ones that actually use them. Laura Mayton noted that the changes are not large but they should provide assistance to the staff. Michael agreed that the documents are to assist, and the development and revision of them is necessary for the compliance review. Laura noted that there are already templates, but these revisions provide direction ahead of time to provide the review process some ease of use and timely review.

She would like to have the request for contract MOU and agreement form approved, as it will provide a revision for prior amendments and other agency numbers. She would also like approval of procurement numbers and the revised template. For the resolution template is to add "As amended" after PL 638.

Jody Waddell moved and Michael Thom seconded to approve the template changes on the forms, 8 haa, 0 puuhara, 0 pupitihara.

Amos Tripp moved and Jody Waddell seconded to approve Tiffany's report, 8 haa, 0 puuhara, 0 pupitihara.

Amos then noted that he would like to have the resolution template changed and then he will have it added to the agenda for the Council. It coincides with the constitution so he would like to begin having this worked on and agenzed for the Annual Council Planning session.

She then introduced the new Grant Writer / Resource Developer, Lisa Morehead.

10.) Lisa Morehead, Grant Writer/Resource Developer:

Lisa is present to provide her report to the Council. She noted that she would like to request approval of resolution 12-R-117 for the submission of the 2009 Sipnuuk project which covers information on food storage and food safety.

Amos Tripp moved and Crispen McAllister seconded to approve 12-R-117, 8 haa, 0puuhara, 0 pupitihara.

Lisa then sought approval of NAGPRA training October 29-November 3, 2012 in Seattle WA. Lisa noted that there is a full day workshop to find different funding opportunities for natural preservation.

Amos Tripp moved and Michael Thom seconded to approve out of state travel for Lisa to Seattle WA, 8 haa, 0 puuhara, 0 pupitihara.

Michael Thom moved and Crispen McAllister seconded to approve Lisa's report, 8 haa, 0 puuhara, 0 pupitihara.

11.)Erin Hillman, ED KTHA:

Erin is present to review her report. The KTHA has been very busy. They have been working on the construction projects. Sara has been working on the environmental aspects of the projects. She continues to work on several projects including the RV Park purchases of lots, FEMA trailers, Happy Camp duplex is out to bid, Chuufich house is being remodeled after the recent fire, and also other projects.

The Yreka Wellness Center held their public meeting last Thursday and with planning there is discussion with the Board and the Council to move the site to another location. Prior to making a final decision; whichever KTHA selects there were great suggestions for improvements for the facility.

Her priority is to complete the Annual Performance Report. IHBG funding has been recovered and that is great news. Negotiating rule making formula is being discussed. The KTHA Board will determine who will attend the Gov-to-Gov meetings. KTHA will be holding their joint meeting with the KTHA BOC and the Council and she would like agenda items from the Council by the end of February.

Verna Reece moved and Amos Tripp seconded to approve Erin's report, 8 haa, 0 puuhara, 0 pupitihara.

Sonny inquired when the next discussion will take place regarding the Wellness Center. It will be held 10am at the KTHA meeting to determine how they will proceed.

Buster inquired about the trailer that was up for sell. Erin noted that the KTHA decided to keep that trailer to house the Force Account Crew, to increase productivity from not being in travel status when they have a job at other locations.

Erin thanked Verna Reece for her years of work and dedication to the KTHA Board.

12.)Helene Rouvier, People's Center Coordinator:

Helene only has one action item. It is out of state travel for Verna and Bud to Washington DC, November 26-28, 2012 regarding NAGPRA Basics Training. This is for the People's Center Advisory Committee Members.

Michael Thom moved and Amos Tripp seconded to approve Alvis Johnson and another Committee Member to Washington DC., 7 haa, 0 puuhara, 1 pupitihara (Bud Johnson).

Helene then noted that the compliance review is still incomplete for documents and contracts. The IMLS contract for Adrienne is still not done. The NAGPRA repatriation contract is still undone. The NAGPRA contract will require \$3,000-\$4,000 in discretionary funding for testing items and this is important to contain contamination. The contracts are all in internal review. The NAGRPA grant was awarded at \$13,400 and they assumed the testing can be done for \$10,000, which isn't easily done for that low of an amount.

The Clarke Museum display looks very nice and she hopes that people hold a Grand Opening.

Monitor training has gone really well, and the model for future training should and can be used.

Most of the participants liked the training and felt that it was beneficial. Helene has been working with Laura on the grant reporting requirements. Jaclyn Goodwin will be the interim THPO. Helene thanked the Council for allowing her to hold this position for the last three years.

Jody Waddell moved and Michael Thom seconded to approve Helene Rouvier, 8 haa, 0 puuhara, 0 pupitihara.

13.) Laura Mayton, CFO:

Laura provided her report to the Council.

She also took time and thanked Helene for making time to close out her former position including ensuring there were adequate items left with contact names and direction of the operations, while the Tribe recruits for her replacement.

Laura met earlier today with the dental department. The Dental Director asked to have a credit card with the amount of \$1,500. Laura noted that she needs one for travel and sometimes they are used for fuel and business lunch.

Crispen McAllister moved and Jody Waddell seconded to approve issuing Carolyn Ash a credit card with a \$1,500 limit, 8 haa, 0 puuhara, 0 pupitihara.

Laura noted that she is hoping to have the indirect cost approval returned soon; it was submitted at 50%.

At the end of January will be the Tribes audit and at the end of February will be KTHA and KCDC.

Crispen McAllister moved and Bud Johnson seconded to approve Laura's report, 8 haa, 0 puuhara, 0 pupitihara.

14.) Jaclyn Goodwin, Self-Governance Coordinator:

Jaclyn is present to review her report. She has been working on the USFS MOU. She will be going to Orleans to meet with Leaf and Bill to go over some issues with the THPO position and continued meetings with the USFS. The River closure request hasn't been reported back to the Tribe. Jaclyn would like to have this continued request in writing, and in the meantime the USFS continue to have the river access closure. It's good to continue this conversation even outside of ceremony time, just to better prepare. She submitted a request to the BIA Native American business institute for a feasibility study for the RV Park. She attended the NCAI Conference and met with Amy Dutschke and it was determined that they are having a hard time finding the funding that was funded to the Tribe but never received. She noted that this should they should keep following up on this, however, since it was 5 years ago, it may just be that the Tribe move on and request for funding annually without this included due to holding up the process.

She will be working with the Happy Camp Coordinating Council. Jaclyn and Scott went to a lot of breakout sessions. She met a lot of people and that was a very useful resource. Ray Martin was at the banquet with Buster, Scott and Jaclyn and they had some useful insight to the Managers for Gaming which Buster will share moving forward. The Blue Lake offer hasn't been discussed any further, and Dora reported that they are still reviewing schedules. Buster announced that Blue Lake doesn't recommend a management company and meeting with them may be beneficial. Also, having little to no funding means that the management company could fund the project and find investors to meet the financial needs.

Jaclyn learned that when there are requests go to Congress and Bill, the Tribe submits resolutions, but what is more important to send letters from the Chairman and staff.

Amos asked about the Yurok legislation and the discussion on the Tribe opposing it. Amos has comments about it and he would like to include those. Amos would have opposition to her opposing it until the Council discusses it further. Jaclyn would like to keep this on the agendas and also include the Council's comments. Amos has been discussing this with others, and he has further opinions he wants to take into consideration. He believes that the line as identified in mapping that was done by the Karuk Tribe, is a dispute. He would like to discuss how that was formulated and identify what the concerns are. He is concerned about opposing it, because moving forward the Yurok Tribe will oppose the Tribe on everything that it tries to do. He also feels that the Tribe will need to go to Congress as well on their own, but at this time, adequately reviewing their legislation prior to opposing it, is best. Buster noted that the overlap is going to have issues and he is unsure how they will ever agree on this. Amos agrees that the Bluff Creek line is what is known and how he was raised and the Karuk Tribe may be having the issue because they are trying to go down further. Sonny believes that "the rock" has always been the line. The Council agrees that this needs further discussion.

Michael Thom moved and Sonny Davis seconded to approve Jaclyn's report, 8 haa, 0 puuhara, 0 pupitihara.

15.)April Attebury, Tribal Court Administrator:

April is present to provide her report. She has been on travel and out sick. She has no action items but she did have her staff provide an overview of her programs.

She attended training in Shingle Springs and they are working with the State and legislation that they are hoping to have changed such as honoring court orders of Tribal Court. They had a lot of non-Tribal judges there and it was beneficial to educate them on what is going on in Indian Country.

The first week she was in Oklahoma who did testimony on behalf of the Tribe and there were other Tribes that spoke to them regarding how government to government consultation works. They also had a caucus the night before to set a game plan, to have some base funding discussions with the Department of Justice and BIA. Jaclyn did a great job and its nice to see young people come to work for the Tribe.

She then attended the Blue Lake travel, which concluded that she needs to have a better relationship with the probation department. Some issues that are ongoing; a juvenile justice program with youth, was identified and our Tribe has not participated. Humboldt County is looking at the Tribe to look into assisting them and they are open to the Tribe and the Tribal Court work on options for the Youth. The new Substance and Alcohol Abuse Director is happy to begin working with the Youth. Rivkah has met with the children in Siskiyou County Juvenile Hall and this means that Humboldt County has not services but she will spend some time working on identifying these kids and helping to work on solutions.

April noted that all programs are hurting for funding but she doesn't want to see these children fall through the cracks and be lost. The second year will be to move the mentor program into helping these children.

Darlene commented that Holly Hensher as the Tribal Liaison may be a valuable resource. Buster asked if there is a coordinating effort by the Counties. April noted that there is a working relationship but with the limited resources the County's really are working toward connectivity.

Verna Reece moved and Amos Tripp seconded to approve April's report, 8 haa, 0 puuhara, 0 pupitihara.

Buster noted that with meetings with Amy Dutschke determined that there is the lost funding and it hasn't moved forward.

16.)Darlene Snapp-Silfies, KCDC CFO:

Darlene is present to seek approval of action items. The parent volunteer code of conduct and the Head Start bylaws, school readiness and the parent volunteer code of conduct. All the items have been approved by the governing body of Head Start including Policy Council and the KCDC Board.

Jody Waddell moved and Crispen McAllister seconded to approve all three attachments (bylaws, school readiness, parent volunteer code of conduct), 8 haa, 0 puuhara, 0 pupitihara.

She then sought approval of operational agreements for the CalEMA grant.

Michael Thom moved and Sonny Davis seconded to approve agreement 13-A-004 and 13-A-003 with Humboldt County and Siskiyou County, 8 haa, 0 puuhara, 0 pupitihara.

Rivkah has met with the Siskiyou County victim witness program and determined that they needed an agreement for the OES program and them. April inquired if she had to have an agreement for the Social Services Program, when referred to the Naa Vura Yee Shiip Program. The ladies will discuss this together at a later time.

KCDC has a planning meeting November 5, 2012 and the regular monthly meeting on November 19, 2012.

Darlene noted that the gift cards for staff appreciation day did not include KCDC employees and she would like to know if those employees would be receiving them. Darlene needs to work on the exact number of staff and review the numbers with Laura Mayton and she can bring it to the Planning Meeting.

The Point of Sale is installed at the Amkuuf Shop. This has been a long process and now it is almost ready for full use.

REHD HUD grant for the KCDC building has some reporting requirements they are trying to meet by the end of the year.

Jody Waddell moved and Sonny Davis seconded to approve Darlene's report, 8 haa, 0 puuhara, 0 pupitihara.

Phone Votes:

- a) Request approval of resolution 12-R-109 accepting \$130,000 from Indian Health Services. Passed.
- b) Request approval to post the YR provider vacancy and the Happy Camp Medical Direct position description. Passed.
- c) Request approval to provide \$300 to Tribal Member #2712 for moving expenses. Passed.
- d) Request approval to pay up to \$2,030 for Tribal Member #1704 for Hospice Care. Passed.

Committee Reports:

NCIDC Committee Minutes are submitted.

Amos Tripp moved and Jody Waddell seconded to approve Verna's NCIDC report, 8 haa, 0 puuhara, 0 pupitihara.

Closed Session:

Consensus: to refer the items presented to the Council by Tribal Member # 1187 regarding points system, issues of negative points, and rental assistance that was never received. This will be tabled to Thursday's Planning Meeting.

Consensus: to implement a standard letter declining acceptance to Boards/Committees.

Consensus: to refer Tribal Member #D1134 to CHS to follow the internal process.

Michael Thom moved and Sonny Davis seconded to loan Tribal Member# D2974 up to \$500 for repairs to her vehicle with \$25 monthly payments, 8 haa, 0 puuhara, 0 pupitihara.

Amos Tripp moved and Dora Bernal seconded to pay the amount \$354.80 from third party for Tribal Member #2208, 8 haa, 0 puuhara, 0 pupitihara.

Informational: Tribal Member #4084 was present to discuss concerns and management of the Tribe.

Consensus: to allow employee #VW to use a tribal vehicle to transport an elderly lady to an appointment.

Bud Johnson moved and Verna Reece seconded to approve resolution 12-R-115, 8 haa, 0 puuhara, 0 pupitihara.

Dora Bernal moved and Verna Reece seconded to approve resolution 12-R-116, 8 haa, 0 puuhara, 0 pupitihara.

Amos Tripp moved and Crispen McAllister seconded to approve insurance certificate for the Orleans community to have open gym basketball, 8 haa, 0 puuhara, 0 pupitihara.

Informational: Dora provided an update on her Portland OR travel to discuss investment opportunities.

Amos Tripp moved and Crispen McAllister seconded to approve travel for Dora to Portland OR, October 22, 2012, 8 haa, 0 puuhara, 0 pupitihara.

Verna Reece moved and Amos Tripp seconded to adjourn at 8:23pm, 8 haa, 0 puuhara, 0 pupitihara.

Respectfully Submitted,

Russell "Buster" Attebery, Chairman

Recording Secretary, Barbara Snider

Karuk Community Development Corporation
Board Report: November 19, 2012

By: Darlene Snapp-Silfies, CFO

CIB:

At 10/31/2012	Main	\$ 66,666.97	
	Payroll	\$ 23,539.33	Total \$ 90,206.30

Bank accounts reconciled

Outstanding checks are current as of October 2012

At 11/19/2012	Main	\$ 186,942.37	
	Payroll	\$ 30,380.24	Total \$ 217,322.61

Head Start FY 2012 Drawdowns

Jan	2/14/2012	\$38,909.49
Feb	4/6/2012	\$52,542.65
March	4/12/2012	\$55,340.84
April	5/7/2012	\$43,888.79
May	6/13/2012	\$45,173.52
June	7/19/2012	\$27,037.62
July	8/13/2012	\$10,462.96
2009 year		\$1,475.25
August	9/25/2012	\$27,326.66
Sept		\$57,605.83

Naa Vura Yeeshiip Drawdowns FY 2012

Oct	3/2/2012	\$799	
Nov	3/2/2012	\$1,137	
Dec	3/2/2012	\$9,636	
Jan	3/19/12	\$13,041	
Feb	6/29/2012	\$10,811	
Mar	5/31/2012	\$14,225	
April	7/2/2012	\$11,016	
May	7/27/2012	\$10,740	
June	8/30/2012	\$10,261	
July	9/25/2012	\$9,431	
August	11/5/2012	\$14,577	Total Expended \$106,861.29 Total Budget Award \$139,361
Sept	FY2013	\$6,917	

Claire from Cal-EMA asked for changes to the grant application, changes were sent November 13, 2012.
New FY 2012 award \$128,655

Fire Crew Drawdowns

Jan-Mar 4/10/2012 \$22,186.03
KTHA Fuels Reduction starting contract amount \$36,963.94
BIA -Toyon 4/27/2012 billed \$7,488 (\$8,483.64 costs/ over budget by \$995.64)

Fire Season 2012:

Training 2012 4/12/2012 \$10,407.22
Reissued check 4/27/2012 \$506.99
HC/OK Prescribed fire 2012 \$9,162.74 (contract \$9,800) billing process started
BIA Happy Camp/OakKnoll Hazardous Fuels Reduction Fiscal Year 2012 \$9,800
Fire Training(Hellitack) not required by BIA, not reimbursed by BIA
Seely Fire Utah \$129,656.37 (\$80,000 advance from Tribe balance \$49,656.37)
\$4,733.35 additional
Dillion Fire \$24,380.92 (8/6-8/8)
\$3,890.39 (8/17)
ONC Staging \$15,033.63 (8/3-8/5)
\$20,009.81 (8/22-8/25)
\$15,624.41 (8/27-8/28/2012)
Clear Crk \$6,621.79 (8/17-8/18)
Little \$21,273.72 (8/19-8/21)
River \$4,664.37 (8/23)
Goff \$83,085.45 (8/29-9/7/2012)(\$98,709.86 advance)
Goff \$18,456.14 (9/11-9/14/2012)
Polecreek \$106,365.92 (9/17-9/29/2012) (\$93,000 advance)

End of fiscal year Tribe had overpaid KCDC \$26,649.73

HCCC HUD RIF Drawdowns

Oct - March 5/17/2012 \$57,095
April-June 10/4/2012 \$45,696
July- Sept. \$10,188

Budget Award \$392,266 (3yrs)

RHED KCDC Modular Drawdowns Extension granted June 30, 2012

Final 11/19/2012 \$34,544.13

Final report submitted. The grantor Karen Barnette approved our final report and submission of reimbursement. Tiffany has requested a login for our grant under the Tribe's LOCCS, so she could draw down the money. Status from Tiffany: on Tuesday, Oct 16th, she received an email that as soon as she gets a password she can drawdown funds.

Total Budget Award \$300,000 Total Expended \$294,254.26

Klamath Campaign Drawdowns

Oct	11/18/2011	\$ 4,294
Nov	12/2/2011	\$ 5,684
Dec	12-29-11	\$5,767
IDC Sept –Dec	1-3-2012	\$3,461
Jan	2/9/2012	\$6,039
Feb	3/9/2012	\$5,847
Mar	4/12/2012	\$8,589
IDC Jan-Mar	2012	\$5261
April	5/7/2012	\$5,726
May	6/13/2012	\$5,726
June	7/19/2012	\$5,726
IDC (@21.98%)	7/19/2012	\$4,932
July	8/2/2012	\$6,845
August	9/11/2012	\$8,589

EDA Economic Development Award Drawdowns

Sept- 11/20/2012 \$50,000

Budget Award \$50,000

EDR approved the CEDS.

K-Rock Sales:

3/20/2012 \$154.44

4/9/2012 \$ 12.75

Amkuuf FY 2012 & 2013:

There was a recent break-in \$800 dollars was taken (November 12th 2012)

	<u>Revenue</u>	<u>Expense</u>	<u>Income(loss)</u>
Oct	90,191	50,113	40,078
Nov	85,138	107,960	-22,822
Dec	86,887	66,142	20,745
Jan	73,146	73,461	-315
Feb	82,023	68,782	13,241
Mar	90,521	78,113	12,408
April	82,771	69,166	13,605
May	94,642	89,398	5,244
June	95,035	82,646	12,389
July	95,139	42,091	53,048
Aug	107,322	110,026	-2,704
Sept	91,814	74,724	17,090
Total	1,074,629	912,621	162,008

Oct-12 101,267 90,618 10,648

Other Information:

VITA grant was submitted, for \$15,000.

No storage unit report – Pam is on vacation for Thanks Giving...

Karuk Head Start
Monthly Self Assessment Monitoring Report
Directors Report for Policy Council, KCDC Board/Tribal Council

ERSEA (Eligibility, Recruitment, Selection, Enrollment, Attendance)	Status	Items Requiring Action/Comment	
MONTH OF October 2012			
Funded for: 60			
Current enrollment: 60	<u>Full enrollment -60 children</u>		
Families withdrawn:	HC- 0 Yreka-0		
Families Enrolled: 60			
Families on wait list:	HC - 5 Yreka-5		
ADA -(Average Daily Attendance)	HC- 17 Yreka am - 17 Yreka pm - 18		
Number of Days in Session this month:	HC-22 Yreka - 22		
Child File Audit	HC- Yreka-	November 30, 2012	
Summary of Items Requiring Action in ERSEA	Plan of Action	Date / Staff	Date Complete
Fiscal Management:	Status	Items Requiring Action/Comment	
	HC Yreka		
Total Budget:	514,782		
Amount spent past month:			
Credit Card Expenditures total:	\$2,560.15		
Director:	\$1,453.78		
Deputy Director:	\$159.34		
Yreka Center Supervisor	\$217.56		
Yreka Bus Driver	\$729.47		
Unexpected expenditures: <i>what and why</i>			
Federal Share In-Kind contributions to date	HC-18,874.56 Yreka -6,430.73	Total- 23,325.29	
Summary of Items Requiring Action in Fiscal	Plan of Action	Date / Staff	Date Complete
Child Development (ECE)	Status	Items Requiring Action/Comment	
	HC Yreka		
Developmental Screenings: (ESI) 11/6/2012	20 AM- 20 PM- 19	1 follow up for Yreka PM November 30, 2012	
3 ongoing assessments due: 11/5/2012			
1 st Home visits due: 11/6/2012	HC 20/20 AM 20/20 PM 20/20	Completed	

2 nd Home visit due: 5/14/2013			
Parent teacher conferences: 1 st due at enrollment 2 nd Nov. 30, 2012 transition by 5/10/13	HC- Yreka	AM	PM
Child portfolios up to date:	Ongoing		
Summary of Items Requiring Action in Child Development	Plan of Action		Date / Staff
<i>Staff will complete all required documentation within the time frame</i>	Yreka Staff will be trained using DRDP-Tech to input assessments		November 30, 2012
Disabilities	Status		Items Requiring Action/Comment
Summary of Items Requiring Action in Disabilities	Plan of Action		Date / Staff
			Date Complete
Health	HC	Status Yreka	Items Requiring Action/Comment
Children with Health Insurance/medical Home	10/20	AM 10/17 PM 2/18	Yreka AM-7 follow-up
Physicals due:	10/20	AM-10/17 PM- 5/15	Follow up by 11/30/2012
Speech Referral		AM-3 PM-2	Follow up by 11/30/12
Dental Referrals made:	HC	AM- PM	HC Completed
IEP Referral		AM-1 PM-	
Hearing Referrals made :	20/20	AM-20/20 PM-19/20	PM- 3 follow-up
Vision Screenings due:	10/20	AM- PM-	make up screenings by 11/30/12
Height and Weights:	HC 20/20	AM-20/20 PM-20/20	
Height & Weight Referrals:			
Immunization status due: 11/5/2012	20/20		
Mental Health Screens due: 11/5/2012	20/20		
Mental Health Referrals made:	0	Yreka AM 2	
Lead Screens			
Hemoglobin:			
Summary of Items Requiring Action in Health	Plan of Action		Date / Staff
Mental Health Screening Follow up for	Center Supervisor will		11/30/12Center
			Date Complete

Yreka AM	rescreen and contact County Office support	Supervisor	

Curriculum

HC-Table manners classroom rules, Alphabet through H and number exposure. Children are recognizing and signing their names. The local firefighters from engine 23 visited class and children toured the engine and allowed to spray hose. Parent Domestic Violence through Karuk Tribe came and presented "Hands are not for Hitting" Committee is working on building a picnic table through in-kind donations. Yreka-graphing, counting, and shape recognition. Science activities about cause and effect.

Field Trips

HC-Bishop Pumpkin Patch. Shared information on people who lived on their property years ago and went on a hay ride. Happy Camp High School for light show assembly.
 Yreka AM –Trip to Hunter Orchards Pumpkin Patch. Chose a pumpkin, went through a maze and sang songs. Halloween parade around housing.
 Yreka PM-Meadowlark and Hunter Orchards for Pumpkin Patch, Halloween parade around housing.

ECE - Documented Cultural Activities

HC- Mercedes De Acosta, sang head, shoulders, knees, and toes in Karuk. Yreka AM- Learned/ sang two songs in Karuk, learned Hello, shoes, eyes, hair, stomach, nose, and head. Two children sang their own tribal song in circle, practicing two part directions in Karuk, learning songs and counting in Spanish. PM-Singing "Friends" and "So Long" in Karuk, and learning animal names.

ECE Class Nutritional Activities (x 2 documented) Grapes, pumpkins

ECE Health & Safety Activities: Tooth brushing, Hand washing, Germs

Emergency Preparedness	Status		Items Requiring Action/Comment
	HC	Yreka	
Fire Drills Completed	X	AM-X PM-X	
Bus Safety/Evacuation			Completed
Stranger/lockdown Drills Completed			
Earthquake Drills Completed			
Summary of Items Requiring Action in Emergency Preparedness	Plan of Action	Date / Staff	Date Complete

Nutrition	Status	Items Requiring Action/Comment
Total number of meals served	Breakfast-754 Lunch-1075 Supplements-313	ADA for food program for both centers - 52
Total cost of food for month(program)	HC-\$520.82	

Total cost of food (fiscal)	Yreka \$1389.85		
Total amount of prior months USDA food reimbursement			
Physical Activities	HC-nature walk, Halloween parade to local tribal offices and businesses. Yreka AM-Stretching, obstacle course, mat work. Follow the leader. Yreka PM-Daily Exercise in beginning circle Playing football and baseball at outside time.		
Cooks Nutritional Activities	HC-green grapes, raisins, pumpkin and seeds. Yreka AM-grapes and, pumpkin carving. PM-pumpkins and seeds. grapes		Introduce apricots and butternut squash
Nutrition Care Plans	Tooth brushing, hand washing		
Summary of Items Requiring Action in Nutrition	Plan of Action		Date / Staff Date Complete
Family Partnerships	HC	Status Yreka	Items Requiring Action/Comment
Family Strengths & Needs Complete	20/20	20/20 18/20	PM -2 to complete by November 30, 2012
Family Partnership Agreements due:			Completed
Family Partnership Referrals:		AM – 1	AM teacher center supervisor will follow up by November 30, 2012
Family Partnership Closures:			
FPA file audit			Initial audit by 12/31/12
Summary of Items Requiring Action in FPA	Plan of Action		Date / Staff Date Complete
Parent Involvement	HC	Status Yreka	Items Requiring Action/Comment
Number of Parent Activities:	Classroom Participants 3	AM-3 PM-3	
Types of Activities:	Parent Meeting Council elections	Policy	Policy Council Meeting-October 3, 2012
Male Involvement- HC-planned Fatherhood event for December and March/April 2013			Continuing discussion for male involvement day in HC. Male involvement meeting scheduled for November in Yreka.

Summary of Items Requiring Action in Parent Involvement	Plan of Action	Date / Staff	Date Complete
Community Partnerships/ Involvement	Status	Items Requiring Action/Comment	
Volunteers in classroom	11 AM-6 PM-5		
Volunteers in activity	11 AM-5		
Agency/Organization HC Community Resource Center	<i>See Director's Notes at the end of report for details</i>		
Summary of Items Requiring Action in Community Involvement	Plan of Action	Date / Staff	Date Complete

Program Governance	Status	Items Requiring Action/Comment
Budget Due: Refunding Application 2012	PC Approved: 9/24/2012 KCDC Approved:9/24/2012 TC Approved: 9/27/2012	Submitted 10/27/2012
Community Assessment Due (updates yearly, complete every 3 years) 4/1/2013	PC Approved KCDC Approved _____ TC Approved	
Self-Assessment Due 6/2013	PC Approved: KCDC Approved: TC Approved:	
School Readiness Plans 6/2013	PC Approved: March KCDC Approved: TC Approved:	
Quality Improvement Plans Due 5/2012	PC Approved KCDC Approved: TC Approved:	
Shared Governance Training: November 15, 2012 (Policy Council and Tribal Council)		Training in Klamath, CA.

Summary of Items Requiring Action in Program Governance	Plan of Action	Date / Staff	Date Complete
Record-Keeping & Reporting	Status	Items Requiring Action/Comment	
Enrollment to OHS Due: by 7 th each month	Current	None	
Summary of Items Requiring Action in	Plan of Action	Date / Staff	Date

Record- Keeping & Recording			Complete
Human Resources:	Status	Items Requiring Action/Comment	
	HC	Yreka	
Vacancies: 1		1	Will fly emergency hire for bus monitor
Positions:		Bus Monitor	
Vacant how long?		August 20, 2012	
Staff Qualification issues	Continue towards AA for teaching	Yreka- AM teacher, Teacher PM HC Teacher- HC Assist. Enrolled in classes at COS this semester	
Mandatory Annual training hours (15) CPR/First Aid-Mandated Reporters-Blood Borne Pathogens			Mandatory Training completed
Training for, volunteers, and parents "Childhood Development Delays and other Red Flags"			October 5, 2012 SCOE
Professional Development Plans	Scheduled for November		
Annual Performance Evaluations	<i>Hire date anniversary or end of school year.</i>		
Summary of Items Requiring Action in Human Resources	Plan of Action	Date / Staff	Date Complete
Training Topics Offered	Training Topics	Medium	
	HC	Yreka	
Parents Training Topics: Literacy, Math, Discipline, Behavior, Cooking,			
Staff Training Topics Developmental Red Flags Handwriting Without Tears			Workshop- Patty, Alisha attended Red Flags Training Kristy attended Handwriting without tears.
Safe Environments Monthly Monitoring			
Daily Playground Inspection	Ongoing		Request for Teeter Totter for

		<i>Yreka and Hill slide for HC</i>	
Summary of Items Requiring Action in Facilities	Plan of Action	Date / Staff	Date Complete

Community Assessment Goal & Objectives	Complete
Goal 1. Provide timely and consistent communications between Policy Council, Parents, and Program staff. Schedule trainings for Policy Council , KCDC, Tribal Council for shared governance responsibilities. <i>Policy Council Meeting- October 3, 2012</i>	
Goal 2. Improve consistent communication and timely follow up with County Specialists, IEP's Yav Pa Aanav, Local agencies. <i>Attended Yav Pa Aanav meeting in HC- October 9, 2012</i> <i>Attended SECT- October 25, 2012</i>	
Goal 3. Improve systems for Record Keeping and Reporting. <i>IT Installed DRDP Software for child assessment tracking</i>	
Goal 4. Improve communications with staff, centers, and families. <i>Administrator meeting in Yreka 9/12/2012</i> <i>Ongoing and/or monthly Staff meetings in HC and Yreka</i>	
Goal 5. Improve, create, and update Policies and procedures.	

Training /Technical Assistance Goals & Objectives	Complete
Goal 1. Family Engagement-increase effectiveness and follow up on family goals and needs.	
Goal 2. School Readiness-Improve communications with local elementary Schools to establish more effective transitions for children and families. <i>Met with Scott in Yreka Computer Center to plan for computer time for four year olds beginning in January 2013</i> <i>Met with Casey Chambers and Rana Scruggs October 9 to discuss expectations for kindergarten and activities for the spring.</i>	
Goal 3. Training on DRDP-TECH software for assessment and data tracking.	

Goal 4. ERSEA-Improve understanding of enrollment policies and procedures.	
Goal 5. Training in CLASS assessment	
Goal 6. Training in Supervision and Management for Administrative Staff	
Goal 7: Increase understanding of aggregated data for school readiness	

Quality Improvement (center needs, maintenance, program operation needs/ideas)

Staff Needs: *CLASS-cluster meeting with Shasta Head Start-November 19, 2012 in Redding*

*HC-Thanks Daniel for replacing the lighting in the kitchen and as a advocate for Head Start.
Yreka-Staff meeting on October 22, and workday scheduled for November 1 for classroom improvement.
Susan Perkins (SCOE) came to observe a child we have concerns about and she has referred him to the county specialist for a complete assessment. We have contacted SCOE about the children who need to be seen by a speech therapist, or for other concerns we have for some children.
Brian Gonzalez is our maintenance man and keeps our playground looking nice and mowed. Completes all tasks in a timely manner. Thank you Brian.
We have had a wonderful helper to help with all our building needs. Our center needs are met at this time.*

Director's comments/highlights:

October was a busy month. Both centers are full and working well together as a team. Yreka staff has shared the bus monitor duty and will continue until a new bus monitor is hired.

Policy Council-Meeting was held on October 3, 2012 in Happy Camp. The 2011-2012 board stepped down and seated the new board. We welcome our new HC Reps: Ashlee King, Tuesday Crocker, LaRay Copeland, and Community Rep: Linda Davis. Yreka reps: AM: Gina Hughes, Michelle Charlesworth, PM: Liz Super, Jeanne Super, Community Rep: Emily LaCroix. Marsha Jackson has been identified as the KCDC Board Liaison for Policy Council.

The Director attended and participated in:

COS all county Advisory Board- meeting in Yreka on October 3 from 5-7:00. Planning and updates on College classes shared.

Childhood Development Delays and other Red Flags-training was held at SCOE and Kathy Furey, MSW (Early Intervention intake Specialists Far Northern Regional Center) and Leslie Tragitt, SLP Siskiyou County Office of Education shared information on how to better understand typical and atypical development, what

services are available through Early Intervention and how to access them, and recent changes in California Early Intervention Program.

Health Advisory Meeting- was held in Happy Camp on October 23. Updates on Screenings, and needs.

Ya Pa Aanaav-October 9 in HC. Discussion on form to be used by all tribal entities dealing with children and families and a more streamlined approach for gathering data.

Local Planning Council (LPC) in Weed, October 24. Discussion on latest ECE developments through the State and CARES Plus for teacher retention.

SECT-Siskiyou Early Childhood Team-Patty Leal PHN is involved in a new home visiting program serving new mothers.

NIHSDA Board meeting-In Spokane Washington –October 11-14. Patty was nominated and voted in as President-elect for the Executive Board of NIHSDA. Patty will be chairing the NIHSDA National Conference in Spokane next June 2013. Also working on initiatives for the upcoming Head Start authorization for issues and concerns in the language and required activities and expectations for AIAN programs.

Tribal Consultations-in Portland, Oregon, October 15.-Michael Thom represented Tribal Council and spoke well to the needs and concerns of Head Start and teacher qualifications, funding, and ineffective communication between Tribal Councils and Office of Head Start.

KCDC Board meeting- October 24-approvals for School Readiness, Parent Code of Conduct, and Policy Council By-Laws.

Tribal Council Meeting-October 25-approvals for School Readiness, Parent Code of Conduct, and Policy Council By-Laws.

We are continuing to work together to have better communication between ourselves and our families. The staffs at both centers are flexible and supportive.

Respectfully submitted,

Patty Brown
Head Start Executive Director

KARUK COMMUNITY DEVELOPMENT CORPORATION

Naa Vura Yeeshiip

COUNCIL REPORT

November, 2012

Ayukii. This past month has been both challenging and rewarding. Unfortunately there has had to be one SCAR (Suspected Child Abuse Report) filed in Yreka which may or may not include a court trial out of county. Further, the assessments' for the two Head Start program children were completed and submitted to the respective Head Teachers at each site. Gratefully, there were few abnormal behaviors to report to which the teachers were not already alerted; kudos to the teachers for their alert attention.

The MOU's and OA form Siskiyou and Humboldt Counties have been returned and the grant in its final form has been submitted; kudos to Darlene for her assistance. Now, Dessie and I are sending out introduction letters, which were presented last meeting, to the families we have current addresses and signatures on. We also have a new referral form for the schools to send directly to us. This form may be utilized for other agencies outside the Tribal System, such Domestic Violence Services or Victim Witness services. Additionally, the Yaa Paa Anav committee has agreed on the internal referral system form to be used and that form will be presented to the Tribal Council for approval at the end of this month.

Naa Vura Yeeshiip has agreed to participate in "The Giving Tree" for the holiday season and will provide the tree(s) to be used for children in need as well as the gift dispersal.

The girl's Group in Orleans has been working on their hair ties, and discussing the topics of "respect," and "what it means to be a member of The Karuk Tribe." The boys group in Yreka continues to meet weekly, as well. We are taking advantage of the Language Class at Jackson Elementary School as well as making traditional designs on decorative Bows. At this point in my time here in Happy Camp I have contacted individuals and served those needs on an individual basis, however, I will begin to attend the High School girls and boys groups this week. We will await the return of the letters of interest to form new groups and see individuals, as needed.

I would like to add that the needs of the children and families along the river are great. Any ideas which you may have to better serve are greatly appreciated.

Yootva, Rivkah

Karuk Community Development Corporation

Happy Camp Computer Center

November 2012- Emma Lee Johnson

The director submitted the RIF quarterly report on October 30th, 2012. The director continues to offer activities which are within the scope of the grant.

The director is coordinating with KTHA to provide homeownership training and basic financial literacy and increase homeowners' awareness of the costs involved with renting and owning a home.

The director attended a meeting with Darlene Snapp and Lisa Morehead, grant writer. Darlene and Lisa were preparing to submit a VITA grant. The grant would provide free tax services in the Orleans and Happy Camp area as well as financial literacy courses. The financial literacy will compliment activities that are currently being offered under the RIF grant.

Update for Orleans Computer Center: The IT department has ordered the equipment for the temporary connection. IT is seeking approval from HUD to make sure installing the equipment will not affect the grant agreement. IT thinks it will be December before a connection can be installed. CCCTC plans to terminate service on November 16th, leaving the Orleans Computer Center without internet for a month or more. The director has recommended that IT contact Verizon and set up the copper line connection until an alternate connection can be installed by IT. {CBOL (Community-Based Online Learning Project) grant which provided connectivity to the Orleans Computer Center has exceeded the original funding award. The program will be terminating services by November 16th. Eric Cutright sent a letter signed by Council to Tim Calhoon, Director of California Community Colleges Technology Center, asking that they continue service for another 6 months until we can transition to the new internet service. It is unlikely that they will agree to do continue service. On October 18, 2012 the director participated in a conference call with Bari Talley, Eric Cutright and Forrest James to look at possible solutions

for Orleans. One option is to get back on the schools network. This has had its problems in the past which is why we stopped using the connection. Another option is to reconnect the copper connection. This seems the easiest but will cost approximately \$1,000 for 6-9 months of connection. The director is going to look over the budget to see if there is money for the copper line. The best solution seems to be to purchase radios and create a temporary connection on the Tribes network. Eric Cutright will be attending the KCDC Board Meeting to speak more on this subject}.

AmeriCorps Update: The director contacted AmeriCorps; the NOFA for the AmeriCorps planning grant will be available in the spring of 2013 instead of January. The purpose of planning grant is to support the development of AmeriCorps programs that will engage AmeriCorps members in evidence-based interventions to solve community problems. Planning grant recipients are expected to be better prepared to compete for an AmeriCorps program grant in the following grant cycle. Planning grants may not be used to support AmeriCorps members. The director submitted a planning grant application last year but it was not selected. Applicants may apply for a maximum of \$50,000.

The fall semester for COS has begun and the director is working with new students for enrollment for the spring semester. The director is administering college placement testing for several students for COS and now CR as well. Registration for the spring 2013 opened on Tuesday November 13th, 2012. The director is currently assisting students with registration and course scheduling with the COS distance learning department. The director coordinated with the counseling department at COS to offer video conference counseling appointments to distance learning students.

Respectfully Submitted,

Emma Lee Johnson,
Happy Camp Computer Center

Amkuuf November Report---11/14/12

By Roy Arwood

1. Staff and Activities—Had Staff Mtg 11/13/12

- *Thanksgiving hrs. 11 to 4; Friday regular hours.
- *KB and RA rescheduled POS system training
- *Gave away 4 \$10.00 prizes for Halloween
- *Giving away 2 turkeys for Thanksgiving drawing
- *Have awning—needs to be attached

2. Products

- *Lotus E-cigs are selling well

3. Action Items

- *Ricky Gregory
- *Amkuuf should have business cards?
- *Flag is ordered; need help with installation
- *Lighting in parking lot is inadequate

Karuk Community Development Corporation
 Earnings History - Monthly Report for Eileen
 From 1/1/2012 Through 12/31/2012

KARUK COMMUNITY DEVELOPMENT CENTER

<u>Employee Last Name</u> <u>First, MI Name</u>		<u>Hrs in PayPeriod// annual</u>			
		<u>Percentage of COLA/to</u>			
		<u>COLA .50 per hour for next year</u>	<u>current annual salary</u>		
Administration					
1	Burcell Pamela K.	1,040	2.50%	80	
1	Snapp-Silfies Darlene V.	1,040	1.73%	80	
1	Super Archie L.	1,040	3.33%	80	
Happy Camp Computer Center					
30	Johnson Emma Lee M.	1,040.00	1.85%	80	
30	Talley Bari G.	780.00	2.08%	JD RIF and 20 IMLS//1560	
.0072 COLA (less than 1%) funded by Head Start in January 2013					
Head Start					
42	Brown Patricia L.	665.60	1.27%	80//2080	.18 cents per hour // \$374.40 per year
42	Bussard Rana L.	739.20	3.93%	80//1760	.08 cents per hour// \$140.80 per year 2080-320hrs laid off during summer
42	CROY NICHOLE	704.00	2.89%	80//1760	.10 cents per hour// \$176 per year 2080-320hrs laid off during summer
42	GOODWIN-SANCHEZ DONNA	633.60	1.86%	80//1760	.14 cents per hour// \$246.40 per year 2080-320hrs laid off during summer
42	Harmon Kristy	721.60	3.42%	80//1760	.09 cents per hour// \$158.40 per year 2080-320hrs laid off during summer
42	Head Elke R.	677.60	4.89%	70//1540	.06 cents// \$92.40 1820-280hrs laid off during summer
42	Jerry Josephine A.	662.20	4.60%	70//1540	.07 cents// \$103.67 1820-280hrs laid off during summer
42	Kelner Veronique	567.60	4.75%	60//1320	.07 cents // \$92.40 1560-240hrs laid off during summer
42	Parham Alisha M.	677.60	4.89%	70//1540	.06 cents// \$92.40 1820-280hrs laid off during summer
42	Peters Leona	756.80	4.30%	80//1760	.07 cents // \$126.72 2080-320hrs laid off during summer
42	RODRIQUEZ MARLENE	704.00	2.84%	80//1760	.10 cents // \$178.30 2080-320hrs laid off during summer

Karuk Community Development Corporation
 Earnings History - Monthly Report for Eileen
 From 1/1/2012 Through 12/31/2012

42	Sakota	Nell	646.80	4.02%	70//1540	.08 cents// \$123.20	1820-280hrs laid off during summer
42	TIRATERRA	NATHAN L.	756.80	4.41%	80//1760	.07 cents//\$123.20	2080-320hrs laid off during summer
Naa Vura Yeeshiip							
46	Barmore	Rivkah L.		1.89%	80		
		Dessie (transferred from Tribe did not receive one per Laura Mayton)	funded by grant funded by grant				
46	Busby			4.76%	80		
Klamath Campaign							
71	Tucker	Steven C.	1,040	1.59%	80		
Amkuuf							
78	Arwood	Roy F.	1,040	3.85%	80		
78	Butterfly	Kathleen	1,040	4.55%			
78	Gregory Jr.	Ricky L.			on call		
78	Randazzo	Candishawn	390	5.26%	30//780		
78	Robinson	Sheila M.			on call		

\$17,363.40

Effective 10/1/2012

Fire Crew ** NOT INCLUDED **

11	Albers	Herman H.					* next step increase
11	Arteche	Joseph G.					approved by KCDC
11	Bentley	Spencer R.					Board funded by
11	Brink	Jerry E.					BIA fire/fuel reductions
11	Caulder	David W.					
11	Counts Jr.	Eric E.					
11	Courts	James L.					
11	Donahue	Franklin E.					
11	Frank	Vyron					
11	Gayle	Travis T.					
11	Griffin	Raymond C.					
11	Jerry	Neimiah A.					
11	Jerry	William H.					
11	McLaughlin	James C.					
11	Okazaki	Kenji K.					
11	Sanchez	Michael C.					
11	Stanshaw	Allen D.					
11	Super	Marshall V.					
11	Super	Nickolas J.					
11	Super	Taylor R.					
11	Titus	Phillip A.					
11	Tripp	Phillip D.					
11	Ward	David R.					

Tribal Council Report
Karuk Tribe Department of Transportation
Council Meeting: November 29, 2012

Submitted by: Sandi Tripp, Director of Transportation
Date: November 21, 2012

IRR News

As you may recall we have been awaiting our new Tribal Transportation Program Agreement (PA) from the US Department of Transportation-Federal Highway Administration. This PA is the overarching Agreement that identifies the authority under which we are able to obtain funding for the Karuk Department of Transportation for the purposes of planning, research, design, engineering, construction and maintenance of highway, road, bridge, parkway, or transit facility programs or projects that are eligible for funding pursuant to the Indian Reservation Roads Program regulations 25 CFR Part 170. We did receive the PA and I am pleased to submit our new PA for your approval.

Please find attached for your review and approval Action Item #1 – (Request for Approval #13-A-001) FHWA/Karuk Tribal – Transportation Program Agreement (AP) FY 13

Referenced Funding Agreement #DTFH69-13H-00051

We have also been awaiting our new Tribal Transportation Referenced Funding Agreement (RFA) from the US Department of Transportation-Federal Highway Administration. This document is developed pursuant to the PA, identified above. The overall purpose of the RFA is to identify our funding and set forth specific conditions. These conditions include terms that identify the specific Karuk Tribal Transportation Programs, functions, services and activities to be preformed, funds to be provided, the time and method of payment and relevant provisions to which we agree in Section h of this document.

We did receive the RFA which reflects the initial amount of 178/365 of FY13 Program levels being made available (\$335,255.14), and I am pleased to submit our new FY 13 RFA for your review and approval.

Please find attached for your review and approval Action Item #2 – (Request for Agreement #13-A-002) FHWA/Karuk Tribal – Referenced Funding Agreement #DTFH69-13H-00051

STAGE Transit Project

I met with the Siskiyou County Transportation Program Executive Director this month and we have identified the basic changes that need to occur for our new transit agreement. I am currently in the process of incorporation the changes; of which include, public comment received from current transit riders. A couple of the changes that will be included in the preliminary draft document is a change in scheduling to allow for the bus to arrive in Happy Camp a bit earlier in the morning and discontinuing the mid day run on Thursday. These changes will help to ensure valuable overall service to the ridership.

While at the National Tribal Transportation Conference last week I was able to attend a meeting with the Federal Transit Administration (FTA) on the new Tribal Transportation Program that was approved in MAP-21. As noted in last months Council report, there was a significant funding increase from \$15 million to \$30 million. This program has two funding categories; the first category is formula based for Tribes that have existing Transit Programs

and the second category awards funding through a competitive process for Tribes that want to start up new Transit programs. We fit the first category for this funding and I now have clear direction on what I need to do to begin the process of receiving funding through a new formula strategy. If our funding is sufficient enough we will be able to either continue funding the current transit program with STAGE or start our own transit service. I will share all relevant information that I receive through this new process with Council as it becomes available.

Red Cap Bikeway

We are currently in the environmental compliance process for the Red Cap Bike Way Project and as you know we have contracted with LACO Associates to complete this phase of the project. Last month I presented a scope of work modification for our contract with LACO Associates; and, we are now on track with them to move the Environmental process along. I will be meeting with all the stakeholders on this project on November 26th to ensure we have full coordination and collaboration to expedite this current phase of the project.

Happy Camp Streetscapes (Complete Streets Project)

I met with Caltrans D1 in Redding on September 26, 2012, to discuss solid funding opportunities for the Happy Camp Streetscapes Project. At the meeting we discussed multiple funding sources that can potentially fund this large project. We also agreed that we the Tribe will begin the development of a Project Study Report (PSR) for this project. I am working with Lumos and Associates as well as a newly appointed Caltrans Engineer to begin the preliminary design for this project. I have confidence that as we move this project along and stay engaged with Caltrans at the NAAC and other relevant forums we will see this project come to fruition. I will share all relevant information with Tribal Council as it becomes available.

KCDC/KTHA Parking Facility

This project is currently moving through the environmental compliance process. I recently requested and received a record search for this project from Northeast Information Center (NEIC). The report examines the official maps and records for archaeological sites and survey. Once the report was received I worked with FHWA to review recommendations of the NEIC. Although the NEIC suggests professional archaeologist do a Cultural Resources Study, FHWA would be fine with us providing a cultural monitor on site and adhering to our policies for inadvertent discoveries; but, it is necessary for THPO to concur. I then sent the NEIC Report out to our THPO and she concurred with the NEIC and requested the archaeological study.

I have identified a qualified professional Archaeologist and I am currently awaiting the next KRAB meeting to ensure coordination before any on the ground Cultural Resources reviews are preformed. I will share all relevant information with Tribal Council as it becomes available.

Transportation Maintenance

Bucky Lantz, Lead Roads Maintenance Worker has been hard at work this month ensuring safe ingress/egress on Tribal roads and facilities.

DOT Maintenance Projects include; but, are not limited to the following:

- Route stripping in the communities of Happy Camp, Orleans and Yreka
- Speed Hump – Construction project inspection and monitoring

- Debris and brush removal from multiple KTHA routes including Yreka, Happy Camp and Orleans
- Repainted curbs as needed on all KTHA routes in Yreka
- Maintained equipment maintenance and updated the Departmental Equipment repair
- Winterization of all tribal routes for unobstructed drainage, including street sweeping, gutter and down drain clearing
- Reviewed select routes to identify maintenance and project needs

Action Items:

Action Item #1 - Please find attached for your review and approval Action Item #1 – (Request for Approval #13-A-001) FHWA/Karuk Tribal – Transportation Program Agreement (AP) FY 13

Action Item #2 - Please find attached for your review and approval Action Item #2 – (Request for Agreement #13-A-002) FHWA/Karuk Tribal – Referenced Funding Agreement #DTFH69-13H-00051

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 Karuk Tribe Number Assigned: 13-A-001
 MOU
 Agreement Funder/Agency Assigned: US Dept of Transportation -FHWA
 Amendment Prior Amendment: _____

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

Requestor: Sandi Tripp Date: November 19, 2012

Department/Program: Transportation

Name of Contractor or Parties: US Dept. of Transportation - Federal Highway Administration

Effective Dates (From/To): October 1, 2012 September 30, 2013

Amount of Original: N/A

Amount of Modification: _____

Total Amount: _____

Funding Source: 2231-00

Special Conditions/Terms:

Brief Description of Purpose:
This Transportation Program Agreement (PA) is entered into by the Federal Highway Administration on behalf of the US Department of Transportation for the purposes of planning, research, design, engineering, construction, and maintenance of highway, road, bridge, parkway, or transit facility programs or projects that are located on or which provide access to Karuk Tribe or a community of the Tribe and are eligible for funding pursuant to the IRR Program regulations as identified in 25 CFR Part 170.

**** REQUIRED SIGNATURES ****

Sandi Tripp 11/19/2012
Requestor 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
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Karuk Tribe



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**RESOLUTION OF THE
KARUK TRIBE**

Resolution No: 12-R-_____
Date Approved: November 29, 2012

RESOLUTION AUTHORIZING THE TRIBAL TRANSPORTATION PROGRAM AGREEMENT TO BE ENTERED INTO WITH THE FEDERAL HIGHWAYS ADMINISTRATION ON BEHALF OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION; FOR THE PURPOSES OF PLANNING, RESEARCH, DESIGN, ENGINEERING, CONSTRUCTION AND MAINTENANCE OF HIGHWAY, ROAD, BRIDGE, PARKWAY, OR TRANSIT FACILITY PROGRAMS OR PROJECTS THAT ARE ELIGIBLE FOR FUNDING PURSUANT TO THE INDIAN RESERVATION ROADS PROGRAM REGULATIONS 25 CFR PART 170

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 wishes to enter into this Tribal Transportation Program Agreement with the United States Department of Transportation and the Federal Highway Administration, under the authority of the Constitution and By-Laws of the Karuk Tribe, as well as, the authority granted by Chapter 2 of Title 23, United States Code, as amended by Section 1119 of the Moving Ahead for Progress in the 21st Century Act (MAP-21); now

THEREFORE BE IT RESOLVED; The Karuk Tribe recognizes and accepts the responsibilities in this Tribal Transportation Program Agreement as set forth in Article I, II, III, IV and V of said Agreement; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the Tribal Transportation Program Agreement between the Karuk Tribe and the United States Department of Transportation and Federal Highway Administration for the purposes of planning, research, design, engineering, construction and maintenance of highway, road, bridge, parkway or transit facility programs and projects that are eligible for funding pursuant to the Indian Reservation Roads Program Regulations 25 CFR Part 170.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 12-R-_____ which was approved at a regular monthly Tribal Council meeting on November 29, 2012, 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

**TRIBAL TRANSPORTATION PROGRAM
AGREEMENT
BETWEEN
THE KARUK TRIBE
AND
THE UNITED STATES DEPARTMENT OF
TRANSPORTATION**

ARTICLE I – AUTHORITY AND PURPOSE

Section 1. Authority. This Tribal Transportation Program Agreement (hereinafter “the Agreement”) is entered into by the Administrator, Federal Highway Administration, (hereinafter “Administrator”), for and on behalf of the United States Department of Transportation (hereinafter “DOT”) and by the Karuk Tribe (hereinafter “the Tribe”) (collectively hereinafter the “Parties”), under the authority of the Constitution and By-Laws of the Tribe and by resolution of the Tribal Government, a copy of which is attached hereto, and under the authority granted by Chapter 2 of Title 23, United States Code, as amended by Section 1119 of the Moving Ahead for Progress in the 21st Century Act (MAP-21), Pub. L. 112-141, (July 6, 2012) and the Delegations of Authority set forth in 49 CFR § 1.85. This agreement will be implemented in a manner consistent with Executive Order 13175 (Nov. 6, 2000, 65 Fed. Reg. 67249) (Consultation and Coordination with Indian Tribal Governments); the Presidential Memorandum on Tribal Consultation dated November 5, 2009; the DOT’s Order regarding Programs, Policies, and Procedures Affecting American Indians, Alaska Natives, and Tribes (DOT 5301.1, November 16, 1999); and the U.S. DOT Tribal Consultation Plan found at <http://www.fhwa.dot.gov/tribal/news/consultation.html>; all as amended by MAP-21. This Agreement authorizes the Tribe to perform the planning, research, design, engineering, construction, and maintenance of highway, road, bridge, parkway, or transit facility programs or

projects that are located on or which provide access to Karuk Tribe or a community of the Tribe and are eligible for funding pursuant to the Indian Reservation Roads (IRR) Program regulations (25 CFR Part 170). This Agreement is made pursuant to 23 U.S.C. § 202(b)(7) and 25 CFR Part 170, as amended by section 1119 of MAP-21, and in accordance with the Indian Self-Determination and Education Assistance Act (hereinafter “the ISDEAA”), Pub. L. 93-638, as amended (25 U.S.C. § 450 et seq.).¹

Section 2. Purpose. The purposes of this Agreement are as follows:

- (1) to transfer to the Tribe all of the functions and duties that the Secretary of the Interior would have performed with respect to a program or project under Chapter 2 of Title 23, United States Code, other than those functions and duties that cannot be legally transferred under the ISDEAA, together with such additional activities as the Tribe may perform under MAP-21 and 25 CFR Part 170;
- (2) to carry out the Federal Highway Administration’s (FHWA) statutory requirements pursuant to section 1119 of MAP-21 and to maintain and improve its unique and continuing government-to-government relationship with and responsibility to the Tribe; and
- (3) to provide the Tribe or its designee, under a Referenced Funding Agreement (RFA), its formula share of TTP funds pursuant to MAP-21 and 25 CFR Part 170, and those additional amounts as the Administrator determines equal the amounts that would have been withheld for the costs of the Bureau of Indian Affairs for administration of the program or project, together with such additional Federal Lands Highways funds as

¹ The Tribe and FHWA have recognized that each Party has a different understanding as to the application of the ISDEAA (Act) and its implementing regulations (25 CFR Parts 900 and 1000) to this Agreement. It is expressly understood that through the execution of this Agreement, neither party waives any rights regarding the application of the aforementioned Act and its regulations to this Agreement and no precedent is established for future agreements with this Tribe or any other Indian Tribe. The parties agree to work in good faith to resolve this issue in future agreements.

the Tribe may receive or otherwise be entitled to through a formula or competitive grant, award, earmark or other appropriation to the Department of Transportation (DOT). The Bureau of Indian Affairs' Pacific Regional Office shall continue to receive the funds identified in 23 U.S.C. § 202(a)(6) for certain program management and oversight (PM&O) activities and project-related administrative expenses as further identified in Article II, Section 2 and in approved RFAs (Attachment A).

ARTICLE II – TERMS, PROVISIONS, and CONDITIONS

Section 1. Effective Date and Term. This agreement shall become effective upon the date of its approval and execution by authorized representatives of the Tribe and the Administrator and shall remain in effect until amended pursuant to Article 5, Section 10 or terminated pursuant to Article 5, Section 8.

Section 2. Funding.

A. Subject to the availability of funding and in accordance with 23 U.S.C. § 202(b)(7), the Administrator shall provide to the Tribe or its designee, through an electronic transfer, a single annual lump sum funding amount equal to the amount that the Tribe would otherwise receive for the TTP formula in accordance with 23 U.S.C § 202(b)(3), and such additional amount, as determined by the Administrator that would have been withheld by the BIA for the administration of the Tribe's TTP or projects. The Parties agree to annually provide the Tribe the amounts that would have been withheld for the costs of the BIA for administration of the Tribe's program or projects as provided in 23 U.S.C.§ 202(b)(7)(E) and further identified in Attachment A to this Agreement.

B. Upon the execution of this Agreement and the RFA by both Parties, and subject to the availability of funds and the determination of the Tribe's annual funding percentage per 23 U.S.C § 202(b)(3), the Administrator shall notify the Tribe or its designee, in accordance with

Article IV, section 5, that the funds identified in the RFA are available. The Tribe shall submit electronic banking information under an ACH Vendor/Miscellaneous Payment Enrollment Form (see Attachment B) to the Administrator and the Administrator shall provide to the Tribe a single advance payment in the amount identified in the attached RFA within thirty (30) calendar days of his receipt of the Payment Enrollment Form. The Parties agree that the RFA will be renegotiated annually on a Federal fiscal year basis.

C. Pursuant to 23 U.S.C. § 202(b)(7)(B), all funds shall be paid to the Tribe without regard to the organizational level at which the Department of the Interior or the DOT has previously carried out under the Federal Lands Highways Program, the programs, functions, services, or activities (PFSAs) involved.

D. Pursuant to 25 CFR §§ 170.607 – 170.608, Contract Support Costs are an eligible cost and the Tribe may use their TTP Program allocation to pay such costs. The Tribe shall include a line item for Contract Support Costs in the Tribe's project construction budgets. The Tribe may also include, as eligible Contract Support Costs, one-time start-up costs and preaward costs incurred by the Tribe in the initial year of this Agreement in accordance with 25 U.S.C. §§ 450j-1(a)(5) and (6). The parties acknowledge that TTP funds are distributed pursuant to a statutory formula to the federally recognized Tribes in the United States. A Tribe's total share of TTP funds includes all direct and indirect costs associated with the TTP. The Parties expressly acknowledge there are no additional TTP funds available for any additional indirect costs which are incurred.

E. Funds advanced to the Tribe under this Agreement shall be used by the Tribe as permitted under 23 U.S.C. § 202(a)(1) and 25 CFR Part 170, as amended by MAP-21, other applicable laws, and as authorized under this Agreement. The Tribe reserves the right to reallocate funds among the eligible projects identified on an FHWA-approved TTP Transportation Improvement Program (TTPTIP), so long as such funds are used in accordance with Federal appropriations law. Funds advanced to the Tribe pending disbursement for a purpose authorized under the Agreement shall be placed in appropriate savings, checking or

investment accounts. For purposes of this Agreement, such funds when invested or deposited by the Tribe shall be subject to the following:

(i) Advanced funds not immediately spent for program activities may be invested only in obligations of the United States, in obligations or securities that are guaranteed or insured by the United States, or mutual (or other) funds registered with the Securities and Exchange Commission and which only invest in obligations of the United States or securities that are guaranteed by the United States;

(ii) If not invested, advanced funds must be deposited into accounts that are insured by an agency or instrumentality of the United States or must be fully collateralized to ensure protection of the funds, even in the event of a bank failure;

(iii) Interest and investment income that accrue on any funds provided for by agreement become the property of the Tribe in accordance with the provisions of 25 U.S.C. § 450j(b) and may be used on projects and activities identified on an FHWA approved TTPTIP; and

(iv) Upon the receipt of funds under this Agreement, the Tribe shall expend the funds for the purposes set forth in this Agreement and as authorized by law; provided however that the Tribe may accumulate multiple annual allocations of TTP funds when necessary to fund an eligible project which requires more than one fiscal year of funding and is identified on a tribal TIP or a tribal priority list (25 CFR Part 170).

F. The Tribe may use funds provided under this agreement for flexible financing as provided in 23 U.S.C. § 122; 25 CFR §§ 170.300 – 303, and other applicable laws, as amended by MAP-21.

G. 1. The Tribe may issue bonds or enter into other debt financing instruments under 23 U.S.C. §122, as amended by MAP-21, with the expectation of payment of TTP funds to satisfy the instruments, including, but not limited to, the repayment of loan principal and interest on such debt instruments. When the Tribe elects to use flexible financing to advance construct an eligible project or projects under this Agreement, the Administrator agrees (i) to maintain the project(s) on the FHWA-approved TTPTIP until all debt instruments, including interest thereon, are repaid in full by the Tribe, and (ii) at the option and direction of the Tribe (after receipt of electronic banking information on the Payment Enrollment Form by the Administrator), to provide all or a portion of the funds the Tribe is eligible to receive under this Agreement directly to a trustee or other depository so designated by the Tribe pursuant to the provisions of any RFA received by the Administrator thereunder.

2. The designation of an eligible debt financing instrument for reimbursement with funds awarded under this Agreement shall not –

- a) constitute a commitment, guarantee, or obligation on the part of the United States to provide for payment of principle or interest on the eligible debt financing instrument entered into by the Tribe; or
- b) create any right of a third party against the United States for payment under the eligible debt financing instrument.

H. As authorized by 25 CFR § 170.301, the Tribe may use TTP funds to:

- (i) leverage other funds; and
- (ii) pay back loans or other finance instruments for a project that:
 - (a) the Tribe paid for in advance of the current year using non-TTP funds, including Tribal funds; and

(b) was included in an FHWA-approved TTPTIP.

I. The Tribe may use TTP funds awarded under this Agreement to meet matching or cost participation requirements for any Federal or non-Federal transit grant or program.

J. The Parties agree that this Agreement is entered into, and that funds are made available to the Tribe, in accordance with the ISDEAA pursuant to 23 U.S.C. § 202(b)(7), as amended by section 1119(a) of MAP-21. Payments made by the Administrator under this Agreement shall be made in accordance with Article II, Section 2.B. herein. In the event funds due the Tribe under this Agreement are not paid to the Tribe in accordance with the requirements of Article II, Section 2.B., the Parties shall rely upon the dispute resolution provisions set forth in Article II, Section 4 of this Agreement.²

Section 3. Powers. The Tribe shall have all powers that the Secretary of the Interior would have exercised in administering the funds provided to the Tribe for such program under 23 U.S.C. § 202(b)(7)(H), except to the extent that such powers are powers that inherently cannot be legally transferred under the ISDEAA. Such powers shall include, but are not limited to the Secretary of the Interior's powers under 25 CFR Part 170, together with such duties and responsibilities as may be performed by an Indian Tribe under the 25 CFR Part 170 regulations or as are otherwise permitted by law.

Section 4. Dispute Resolution. In the event of a dispute arising under this Agreement, the Tribe and the Administrator agree to use mediation, conciliation, arbitration, and other dispute resolution procedures authorized under 25 CFR § 170.934. The goal of these dispute resolution procedures is to provide an inexpensive and expeditious forum to resolve disputes. The Administrator agrees to resolve disputes at the lowest possible staff level and by consent whenever possible.

² The language of footnote 1 is incorporated by reference herein.

Section 5. Construction of this Agreement. This Agreement shall be construed in a manner to facilitate and enable the transfer of programs authorized by 23 U.S.C. § 202, as amended by MAP-21.

Section 6. Activities to be Performed. The activities covered by this Agreement are:

- Transportation Planning;
- Construction Management;
- Program Administration;
- Design;
- Construction;
- Road Maintenance as authorized under 23 U.S.C. § 202(a)(8)(A), as amended by MAP-21 (the greater of 25% of the funds allocated to a Tribe through the TTP funding formula as defined in 23 USC 202(b) or \$500,000 may be expended for the purpose of maintenance, excluding road sealing which shall not be subject to any limitation);
- Development and negotiation of Tribal-State Road Maintenance agreements authorized under 23 U.S.C. § 202(a)(8)(C), as amended by MAP-21; and
- Other TTP Program-eligible activities authorized under Chapter 2 of Title 23 (including TTP Safety and Bridge) or 25 CFR Part 170, as each may be amended by MAP-21, or other applicable law.

Section 7. Limitation of Costs. The Tribe shall not be obligated to continue performance under this Agreement that requires an expenditure of funds in excess of the amount of funds awarded under this Agreement or the RFA. If, at any time, the Tribe has reason to believe that the total amount required for performance of this Agreement, or a specific activity conducted under this Agreement or the RFA would be greater than the amount of funds provided under this Agreement or the RFA, the Tribe shall provide reasonable notice to the Administrator. If the Administrator does not increase the amount of funds allocated under this Agreement or the RFA, the Tribe may suspend performance of the Agreement until such time as additional funds are made available.

Section 8. Carryover. Any funds provided to the Tribe under this Agreement or the RFA which have not been expended at the conclusion of the fiscal year in which such funds were allocated shall remain in the custody of the Tribe and be used for the purposes authorized under this Agreement. Determination of the priority and amount of funds to be used for each program, function, service or activity shall be the responsibility of the Tribe, except as limited by law or otherwise proscribed by this Agreement.

Section 9. Applicable Regulations. 25 CFR Part 170, and any amendments thereto apply to this Agreement.³ The Tribe may seek a waiver of these regulations to the extent permitted by law and as set out in 25 CFR §§ 170.625 and 170.626.

Section 10. Use of Tribal Facilities and Equipment. The Parties agree that the Tribe shall be permitted to utilize TTP and other Federal Lands Highway funds awarded under this Agreement to pay such lease/rental rates, as well as to maintain such facilities and equipment when performing PFSAs under this Agreement. For purposes of this Agreement, in those cases where the Tribe reasonably determines, and provides written notice and analysis documentation to the Administrator that the purchase of equipment is more cost effective than the leasing of equipment, the Parties agree that the purchase of construction equipment shall be an allowable cost to the Tribe, as permitted under 25 CFR Part 170, Appendix A to Subpart G, so long as not more than 25% of the Tribe's TTP Program funds or a maximum of \$500,000 are used for this purpose.

ARTICLE III – RESPONSIBILITIES OF THE TRIBE

³ The language of footnote 1 is incorporated by reference herein.

Section 1. A. Health and Safety. In exercising responsibility for carrying out the eligible programs and projects under this Agreement, the Tribe assures the Administrator that within available funding, they will meet all applicable health, safety, and labor standards related to the administration, planning, engineering and construction activities performed. To this end, and within available funding, the Tribe agrees to obtain or provide qualified personnel, equipment, materials, and services necessary to administer the transportation programs, including opportunities that provide for Indian preference in employment and sub-contracting as mandated by 25 U.S.C. § 450e(b).

B. Program Standards and Regulations. The Tribe agrees to initiate and perform the contracted programs and projects in accordance with the requirements of 25 CFR Part 170, as amended by MAP-21. Additionally, the Tribe may, at its sole option, adopt applicable FHWA or BIA policies, procedures, program guidelines and memoranda, or develop tribal policies, procedures, program guidelines and memoranda which meet or exceed federal standards to facilitate operation or administration of any aspect of the programs assumed by or delegated to the Tribe under this Agreement.

C. Plans, Specifications and Estimate (PS&E) Approval Authority.

(1) Tribal and BIA-owned facilities. The Tribe is authorized to review and approve plans, specifications and estimates (“PS&E”) project packages in accordance with the requirements of 25 CFR §§ 170.460 through 170.463, as amended by 23 U.S.C. § 202(b)(5), and will provide a copy of said PS&E approval to the facility owner and FHWA. The Tribe hereby:

- a) provides assurances under this Agreement that the construction will meet or exceed applicable health and safety standards;
- b) agrees to obtain the advance review of the PS&E from a State-licensed civil engineer who has certified that the PS&E meets or exceeds the applicable health and safety standards; and

c) agrees to provide a copy of the State-licensed civil engineer's certification to the Deputy Assistant Secretary for Tribal Government Affairs, with a copy to the Federal Lands Highways Associate Administrator and BIA.

(2) Facilities owned or maintained by a public authority other than the Tribe or the BIA. In the interest of building stronger government-to-government relations in transportation planning and coordination, the Tribe voluntarily agrees to perform its PS&E review and approval function as to facilities owned or maintained by a public authority, as that term is defined in 23 U.S.C. § 101(a)(20), as follows. For a facility owned or maintained by a public authority other than the BIA or the Tribe, in addition to satisfying the requirements of paragraph (C)(1) herein, the Tribe further agrees to:

- (a) provide the public authority an opportunity to review and comment on the Tribe's PS&E package when it is between 75 and 95 percent complete, unless an agreement between the Tribe and the public authority states otherwise;
- (b) allow the public authority at least 30 days for review and comment on the PS&E package, unless the Tribe and the public authority agree upon a longer period of time;
- (c) before soliciting bids for the project(s), certify in writing to the Administrator that it afforded the public authority an opportunity to review and comment on the PS&E package and received no written comments from the public authority that prevent the Tribe from proceeding with the project.⁴

⁴ The Parties agree that these procedures establish no precedent for future agreements with this Tribe or any other Indian Tribe, nor waives any rights of the Parties.

D. Transportation Planning and Inventory. Within available funding, the Tribe further agrees to carry out a transportation planning process and provide this information to the BIA, with courtesy copies to FHWA, as may be reasonably necessary for the BIA to maintain an updated inventory of TTP eligible facilities per 23 U.S.C. § 202(b)(1), and to develop the annual TTP Transportation Improvement Program (TTPTIP).

E. Easements, Maintenance and Utility Agreements, Environmental Assessments. In coordination with local jurisdictions and to the extent required by Federal law and 25 CFR Part 170, the Tribe agrees to develop appropriate construction easements, maintenance and utility agreements needed for the construction of TTP facilities carried out under this Agreement. The Tribe agrees to perform all environmental and archeological review functions under this Agreement in accordance with 25 CFR Part 170, Section 6002 of SAFETEA-LU, codified at 23 U.S.C. § 139, and other applicable laws, as amended by MAP-21.

F. Construction.

1) In accordance with the FHWA-approved TTPTIP, the Tribe agrees to initiate and complete TTP construction projects in accordance with the approved PS&E and any Tribally-approved change orders and shall periodically ensure that construction engineering is performed according to applicable FHWA, BIA or Tribal standards which meet or exceed federal standards.

2) The Tribe agrees to expend TTP funds on:

(a) program and administrative expenses authorized under:

- (i) this Agreement;
- (ii) 25 CFR Part 170, as amended by MAP-21;
- (iii) OMB Circular A-87; or
- (iv) other applicable laws; and

(b) construction activities on projects that are listed on an FHWA-approved TTPTIP.

3) Once a TTP construction project is completed, the Tribe will prepare for the Administrator a final construction report and as-built plans for final inspection in accordance with 25 CFR Part 170.

4) The Tribe agrees to allow FHWA Officials or by mutual agreement, a delegated representative of FHWA, the opportunity to visit project sites on a monthly basis or at critical project milestones, provided that FHWA gives the Tribe reasonable advance written notice. These visits are intended to allow FHWA to carry out its oversight and stewardship responsibilities for the TTP or project(s) assumed by the Tribe under this Agreement. FHWA will not provide direction or instruction to the Tribe's contractor or any subcontractor at any time.

G. Reporting Requirements. The Tribe shall provide the Administrator a courtesy copy of its annual single agency audit report; semi-annual progress reports which contain a narrative of the work accomplished; and semi-annual financial status reports using an SF269A - Financial Status Report (Short Form) or such similar form as is used by the DOT. The Tribe shall provide the Administrator the semi-annual reports within ninety (90) days following the conclusion of the reporting period, which shall run from October 1 to March 31 and from April 1 to September 30. The Tribe understands the stewardship and oversight responsibilities of the FHWA and recognizes that the success of this Program Agreement requires that the FHWA receive timely all required reports in a timely manner.

ARTICLE IV – RESPONSIBILITIES OF THE ADMINISTRATOR

Section 1. Provision of Funds. The Administrator shall provide funds pursuant to the RFA to the Tribe to carry out this Agreement in accordance with Article II, Section 2 of this Agreement.

Section 2. Authorize Project Work. The Administrator authorizes the Tribe to carry out preliminary engineering, construction engineering, development of management systems, construction, and maintenance of the programs and projects carried out by the Tribe under this Agreement for PFSAs and projects/facilities included on an FHWA-approved TTPTIP in accordance with the approved PS&E packages, this Agreement, and applicable laws and regulations.

Section 3. Coordination with BIA.

A. The Administrator shall coordinate with the Bureau of Indian Affairs (BIA) concerning transportation functions and activities delegated by law to that agency to aide the Tribe in the proper and efficient administration of the PFSAs performed by the Tribe under this Agreement.

B. The Administrator will encourage a representative of the BIA, with knowledge of the TTP Program, to meet at least annually with a designee of the Tribe and the Administrator to review their respective duties and obligations under MAP-21, the TTP, applicable regulations, and this Agreement with the goal of identifying actions which the Tribe, the Administrator and the BIA can take to ensure the Tribe's successful administration of the transportation PFSAs carried out under this Agreement.

Section 4. Coordination with Public Authorities. The Administrator, or his authorized FHWA representative, upon the Tribe's request, shall coordinate with representatives of a public authority to assist the Tribe during the public authority's review of a PS&E package or final inspection of a completed project to ensure that the public authority's input during the review and comment period, or during the final inspection does not interfere with the Tribe's efficient administration of projects performed under this Agreement.

Section 5. Designated Officials. All notices, proposed amendments, and other written correspondence between the Parties shall be submitted to the following officials:

To the Tribe:

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

To the FHWA:

Associate Administrator
Federal Lands Highways (HFL-1)
U.S. Department of Transportation
1200 New Jersey Ave, SE, Room E61-316
Washington, D.C. 20590

With a copy to:

Tribal Transportation Director
Karuk Tribe
P.O. Box 1016
Happy Camp, CA. 96039

With a copy to:

Tribal Transportation Program Manager
(HFPD-9)
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Ave, SE, Room E61-311
Washington, D.C. 20590

Section 6. Federal Construction Standards. The Administrator may provide information about Federal construction standards as early as possible in the construction process. If Tribal construction standards are consistent with or exceed applicable federal standards, the Tribe's proposed standards will be accepted. The Administrator may also accept commonly used industry construction standards, including design and construction standards adopted by the State of California.

Section 7. Joint Inspection. The Administrator shall conduct the final project inspection jointly with the Tribe and facility owner and shall notify the BIA Regional Office that construction has been completed in accordance with the project plans and specifications for the purpose of project acceptance, inclusion, or data update in the BIA's TTP Inventory.

Section 8. Technical Assistance. Upon the request of the Tribe and subject to the availability of funds, the Administrator shall provide or make available technical assistance to the Tribe to aide the Tribe in carrying out its responsibilities under this Agreement.

Section 9. Reporting. The Administrator shall provide the Tribe with semi-annual reports on program matters of common concern to the parties. The times for these reports are identical to those set out in Article III, Section 1(G).

Section 10. Notice of Additional Funds. If the Administrator receives notice of the availability of additional funding for any purpose authorized under this Agreement, including the availability of unspent TTP funds, the Administrator shall promptly notify the Tribe regarding such funding so that the Tribe may apply for any funds they may be eligible to receive on the same basis as any other Indian Tribe.

ARTICLE V – OTHER PROVISIONS

Section 1. Eligibility for Additional Funding and Services. The Tribe shall be eligible, under this Agreement, to receive additional TTP funds on the same basis as other Indian Tribes according to the Tribal Transportation Allocation Methodology (TTAM) set forth in 25 CFR Part 170, as well as other funds of the DOT, not included in this Agreement, which are available to the Tribe on a competitive, formula, or other basis, including non-recurring funding such as High Priority Project funding, and Congressional earmarks such as Public Lands Highways Discretionary grants. Whenever there are errors in calculations or other mistakes regarding estimates of available funding which may need to be renegotiated, both Parties agree to take action as necessary to correct such errors.

Section 2. Access to Data Available to the Administrator to Administer the Program. The Tribe is administering a federal program under the authority of MAP-21, in accordance with the ISDEAA, and by resolution of the Tribal government. In order for the Tribe to carry out this program effectively and without diminishment of federal services to program beneficiaries, and

consistent with this Agreement, the Administrator shall provide the Tribe with all releasable data and information necessary to carry out the PFSA's assumed by the Tribe under this Agreement.

Section 3. Sovereign Immunity. Nothing in this Agreement shall be construed as—

- (1) affecting, modifying, diminishing, or otherwise impairing the sovereign immunity from suit enjoyed by the Tribe; or
- (2) authorizing or requiring the termination of any existing trust responsibility of the United States with respect to the Indian people.

Section 4. Trust Responsibility. Nothing in this Agreement shall absolve the United States from any responsibility to individual Indians and the Tribe, including responsibilities derived from the trust relationship and any treaty, executive order, or agreement between the United States and the Tribe.

Section 5. Federal Tort Claims Act/Insurance. In accordance with the provisions of Pub.L. 101-512, Title III, § 314, 104 Stat. 1959, as amended Pub.L. 103-138, Title III, § 308, 107 Stat. 1416 (25 U.S.C. § 450f, note), for purposes of Federal Tort Claims Act coverage under this Agreement, the Tribe and its employees are deemed to be employees of the Federal government while performing work under this Agreement. This status is not changed by the source of the funds used by the Tribe to pay the employee's salary and benefits unless the employee receives additional compensation for performing covered services from anyone other than the Tribe. The Tribe is also authorized to use the funds provided under this Agreement to purchase such insurance coverage as may be necessary and prudent, in the determination of the Tribe. In full recognition of and without undermining the federal tort claims protection provided in this section, the Parties understand and agree that prudent project management requires that Tribal contractors purchase adequate workers compensation, auto and general liability insurance when completing construction projects funded under this Agreement. Accordingly, the Tribe

shall include in any construction contracts entered into with funds provided under this Agreement a requirement that Tribal contractors maintain workers compensation, auto and general liability insurance coverage consistent with statutory minimums and local construction industry standards. The Parties understand and agree that this insurance requirement does not apply to the Tribe itself.

Section 6. Indian and Tribal Preference.

A. Federal law gives hiring and training preferences, to the greatest extent feasible, to Indians for all work performed under the TTP. Under 25 U.S.C. § 450e(b), Indian organizations and Indian-owned economic enterprises are entitled to a preference, to the greatest extent feasible, in the award of contracts, subcontracts, and sub-grants for all work performed under the TTP.

B. The Tribe's employment rights and contracting preference laws, including tribal preference laws, apply to this Agreement.

C. With respect to 23 U.S.C. 202(a)(10), the Tribe shall have established procurement management standards which shall provide for full and open competition in accordance with 25 C.F.R. Part 900, Subpart F, as authorized by 23 U.S.C. 202(b)(7)(G) and (H). Tribal labor and tribal force account procedures may be employed on any tribal transportation project pursuant to 23 U.S.C. 202 (a)(3). If the Tribe wishes to use a procurement method that is not provided for in its established procurement management standards or its tribal force account procedures for a particular tribal transportation project, the FHWA shall promptly review and respond to a written request from the Tribe justifying the alternative procurement method. In making its decision, FHWA shall work within the project procurement schedule and comply with the liberal construction requirements of 25 C.F.R. 170.2(h) and the federal obligations set forth in 25 C.F.R. 170.103.

Section 7. Severability. Should any portion or provision of this Agreement be held invalid, it is the intent of the Parties that the remaining portions or provisions thereof continue in full force and effect.

Section 8. Termination of the Agreement. On the date of the termination of the Agreement by the Tribe as authorized under 23 U.S.C. § 202(b)(7)(J), as amended by MAP-21, or if the Administrator makes a specific written finding and provides notice to the Tribe in accordance with this Agreement that the Tribe is no longer eligible to receive funding under this section as authorized under MAP-21, the Administrator shall allocate the funds that would have been provided to the Tribe under the Agreement to the Secretary of the Interior to provide continued transportation services in accordance with applicable law; provided however, that if the Tribe disputes the Administrator's eligibility determination, the Parties may utilize the dispute remedies available under Article II, Section 4 herein, and the Administrator shall suspend any decision to transfer funds to the Secretary of the Interior pending the outcome of the dispute. At the Tribe's election, the Tribe may perform such functions, services and activities as it chooses to include in an ISDEAA contract or agreement to be entered into with the Secretary of the Interior upon the termination of this Agreement.

Section 9. Amendments. Any modification of this Agreement shall be in the form of a written amendment and shall require the signed agreement of a duly authorized representative of the Tribe and the Administrator. The Parties agree to work together in good faith, following the implementation of this Agreement, to identify additional issues or matters that should be addressed in this Agreement subject to the Parties' mutual written consent.

Section 10. Good Faith. The Parties agree to exercise the utmost good faith in the implementation and interpretation of this Agreement and agree to consider and negotiate such additional provisions as may be required to improve the delivery and cost-effectiveness of transportation services.

Section 11. Successor Agreements.

A. Tribal Transportation Program Agreement. No later than six months prior to the expiration of this Agreement, the Parties shall commence negotiation of a successor Tribal Transportation Program Agreement. It is the intent of the Parties to have a successor Agreement in place to run concurrent with the highway reauthorization legislation which succeeds MAP-21.

B. Referenced Funding Agreement. Ninety (90) days before the expiration of each year's RFA, the Parties shall commence negotiation of the subsequent year's RFA.

Karuk Tribe

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

By _____
Russell A. Attebery,
Tribal Chairman

By _____
Victor M. Mendez,
Administrator

Date

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 CONTRACT/ MOU/ AGREEMENT

Check One: Contract Karuk Tribe Number Assigned: 13-A-002
 MOU
 Agreement Funder/Agency Assigned: US Dept of Transportation -FHWA
 Amendment Prior Amendment: _____

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

Requestor: Sandi Tripp Date: November 19, 2012

Department/Program: Transportation

Name of Contractor or Parties: US Dept. of Transportation - Federal Highway Administration

Effective Dates (From/To): October 1, 2012 September 30, 2013

Amount of Original: \$335,255.14

Amount of Modification: N/A

Total Amount: \$335,255.14

Funding Source: 2231-00

Special Conditions/Terms:

The funding amount shown in this RFA reflects the initial 178/365 of FY 13 Program levels being made available.

Brief Description of Purpose:

This Referenced Funding Agreement (RFA) is pursuant to the Tribal Transportation Program Agreement between the Karuk Tribe and the FHWA for the purposes of comprehensive transportation planning, research, design, engineering, construction, as well as maintenance and transit programs located on or which provide access to Tribal Lands.

** REQUIRED SIGNATURES **

Sandi Tripp 11/19/2012
Requestor Date

**Chief Financial Officer Date

**Director, Administrative Programs & Compliance Date

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

Other Date

REFERENCED FUNDING AGREEMENT

Pursuant to Karuk Tribe Tribal Transportation Program Agreement With the Department of Transportation for Fiscal Year 2013

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

(b) Effective Date.- This RFA shall be effective as of October 1, 2012, following its approval and execution by authorized representatives of the Tribe and FHWA.

(c) Purpose.- The purpose of this RFA is to set forth specific conditions for Fiscal Year 2013 funding under the Program Agreement, including terms that identify the specific programs, functions, services and activities (PFSAs) to be performed, the funds to be provided, the time and method of payment, and such other provisions to which the Parties agree.

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

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

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

Prior Year Funds

IRR Program Tribal Shares:	\$	TBD
IRR Transportation Planning Funds (2%)	\$	TBD
Other Funding (as described):	\$	TBD
<hr/>		
Tribe's share of Program/Project-related administrative funds as authorized by section 202(b)(7)(E) of title 23	\$	<u>TBD</u>
 Total Prior Year Funding		 \$TBD

FY 2013 Tribal Transportation Program Funding and other FLH funds:

TTP Funds	\$	327,805.03
TTP Transportation Planning Funds (2%)	\$	7,450.11
 Tribal High Priority Projects Program Funds	\$	 0.00
Tribal Transportation Facility Bridge Funds	\$	0.00
TTP Tribal Safety Program Funds	\$	0.00
 Other Chapter 2 (FLH Program) Funds (as described)	\$	 0.00
<hr/>		
Tribe's share of Program/Project-related administrative funds as authorized by section 202(b)(7)(E) of title 23	\$	<u>TBD</u>
 Total FY 2013 Funds:		 \$ 335,255.14 ¹

Total Amount for this RFA: **\$ 335,255.14**

SUMMARY

Amount of this RFA	\$	335,255.14
<u>Amount provided through prior FY 2013 RFAs</u>	<u>\$</u>	<u>0.00</u>
Total Amount provided to date through FY 2013 RFAs	\$	335,255.14

¹ The Parties acknowledge that the funds shown in this RFA reflect the initial amount with 178/365 of FY13 Program levels being made available.

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

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

(h) Other Provisions.-

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

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

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

(j) Notice of Additional Funds.- If the Department of Transportation receives notice of the availability of additional FY 2013 funding for any purpose authorized under the Program Agreement and RFA, including the availability of unspent TTP funds, the Administrator shall promptly notify the Tribe regarding such funding so that the Tribe may access and apply for any funds they may be eligible to receive.

(k) Successor Funding Agreements.- Ninety (90) days before the expiration of this RFA, the Parties shall commence negotiation of a successor RFA.

Karuk Tribe

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

By _____
Russell A. Attebery,
Tribal Chairman

By _____
Joyce A. Curtis, Associate Administrator,
for Office of Federal Lands Highway

Date

Date

**LOA: Fund (15X0G60050); Budget Year (0000); BPAC (114G600500); Object Class Code (25304)
CFDA 20.205**

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
Post Office Box 249
Orleans, CA 95556
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Fax: (530) 627-3445

**DEPARTMENT OF NATURAL RESOURCES
TRIBAL COUNCIL REPORT
November 2012**

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

Action Items

WATER RESOURCES COORDINATOR/ Crystal Bowman

Current Sampling and WQ Reports

WQ Staff:

1. Sampling for nutrients began to be monthly in November and will continue through February to be collected at this frequency.
2. Fish Disease sampling continues to be collected every week, a project in cooperation with the Yurok Tribe and Oregon State University.
3. Sampling for bacteria in the mainstem Klamath and tributaries will be weekly through the winter months.
4. Datasondes deployed and calibrated every two weeks at selected location, Iron Gate, mainstem above Shasta and Salmon River through the winter month. Other mainstem locations have been pulled and will be sent to manufacturer for annual maintenance.

WQ Coordinator:

1. Collected monthly periphyton samples with crew.
2. Adding QA/QC requirements for the lab certification and developed list of necessary actions for the Karuk lab to disseminate to the crew for the addition of testing drinking water as well as recreational water.

Water Quality Meetings and Trainings

1. Attended the following Teleconferences
 - a. Tribal Water Quality Workgroup discussed with Kier and Associates the 2012-2013 tasks and completion dates for the next fiscal year of funding.
 - b. Discussed 2011 periphyton results for report to on KHSA funded special study, Yurok/Karuk/Watercourse attended.

2. Attended the North Coast Water Quality Control Board Agricultural Waiver sub-group committee meeting (Scott/Shasta and Mid-Klamath). Discussed the waiver language and implementation.
3. Hosted meeting between Karuk DNR, Siskiyou County Ag Dept. and USFWS to discuss the use of herbicides to control Leafy Spurge in Siskiyou Co.
4. Hosted and facilitated the Klamath Basin Monitoring Program bi-annual meeting in Yreka at Karuk Council chambers.
5. Attended blue-green algae working group meeting to discuss the final report being produced and data issues to resolve.

State and Federal Processes

1. Reviewed, developed and submitted comments for the 2012 Interim Measures and Interim Conditions (IMIC) KHSA funded projects PacifiCorp is embarking on as part of the settlement agreement.
2. Reviewed drafted waiver outline components for the NCRWQCB Agricultural Waiver program sub-group meeting.

Administrative

Grants

1. Continued developing work plan and budget for the ANA proposal to be submitted by Craig. Work plan includes Treatment in the Same Manner as the State, Dwinnel Limnology Study and Real-Time Datasondes for Scott and mainstem sites.
2. Editing the BOR funded Tribal Water Quality Workgroup Proposal for financial approval.

Reporting

1. Drafted, completed and submitted EPA CWA 106 and GAP tribal water quality workgroup component final, 4th quarter report.

Miscellaneous Tasks

1. Organized all office files, monthly Council report, paid all invoices to date, procurements and submitted mileage logs and travel requests.
2. Wrote an article for the Klamath Riverkeeper newsletter on 2012 BGA Klamath Results and monitoring program overview.
3. Developing talking points for Michael Thom at RTOC.
4. Completed contract paperwork for Jake Kann 2012-2013.
5. Developing contract paperwork for Kier and Associates 2012-2013.

KLAMATH CAMPAIGN COORDINATOR/ Craig Tucker

Summary

- **KBRA amendment process progressing**
- **Hoopla Media efforts need response**
- **Scott River diversions under investigation**
- **Shasta litigation update**
- **DFG begins new fish flow assessment process**
- **Action item: 2013 BOR AFA Modification I**

KBRA amendment process progressing

Humboldt County just approved KBRA amendments November 14. Other Parties are in process of considering the measures and making decisions. If all Parties to Agreement fail to approve amendments, there will likely be a big decision to make regarding future of KBRA. I will keep you posted.

Hoopla Media efforts need response

The Hoopla Tribe continues to “poor it on” in the media bashing the Klamath Agreements despite the current crisis created by dams and poor main stem flows. Hoopla continually allege that the Klamath Agreements undermine or somehow provide lower river flows than what is needed. Hoopla fails, however, to provide a significant technical argument focused on the KBRA flow plan.

I believe the real reason the Hoopla oppose the KBRA is found on their website’s diatribe against the agreements when they state, “...*the estimated \$1 billion price tag for the KBRA likely will divert funds from the already under funded Trinity restoration program. (For example, the FY 2010 budget is \$11.02 million, \$6.4 million below the Program requirements.)*”

The KBRA provides recourse for the Tribes if the United States fails to fully fund the Agreement, i.e., the Karuk, Yurok, and Klamath Tribes commitment to not file additional litigation or senior water rights claims against the US is waived in the event that the KBRA restoration programs are not fully funded and dam removal is not carried out. The Hoopla failed to negotiate a similar provision in the Trinity ROD. Thus, it appears to me that the Hoopla does not want to see money spent restoring the Klamath out of fear that it would somehow affect Trinity funding. There is no indication that this would actually be the case.

In the media, the Hoopla do not make this point, instead deriding the Agreements as leading to the destruction of the Klamath fishery and “termination” of tribal rights. Neither of these statements is based on the facts of the matter. The Settlement Parties

must continue to counter Hoopa's claims in the media or else they will begin to be publicly accepted as truths. There is no better spokesman on this issue than elected tribal leaders.

We ask that council be prepared to approve letters to newspapers and opinion editorials to counter these claims. We will draft and circulate materials as the need arises.

Scott River

Some of the letters of complaint we have filed and the emailed photos of illegal diversions are having some effect. The State Water Board Water Rights Divisions are conducting what I would call a preliminary investigation on the Scott River. It is unclear to me that the State Water Board has the political will to make real change, but we will see. Meanwhile the Siskiyou BOS just adopted a Ground Water Management Plan written by the irrigators that really doesn't manage anything other than expectations (which they keep low). The Plan is allegedly based on the Ground Water Study by Dr. Thomas Harter; however, this study has not been released. In other words, the Siskiyou BOS approved a management plan based on a study that has not been published.

When and if this plan is released, we will have our consultants provide a technical review.

Shasta Litigation

As reported to council last week, we just had a settlement conference with MWCD regarding our litigation. MWCD wants to put stay on litigation while we talk, but have failed for months to respond to our settlement proposal and still refuse tell who their expert witnesses are. Thus, it is difficult to commit to talks when they won't identify who we should discuss technical issues with or when we should meet. Looks likely that as this moves to court and costs more money that MWCD will at least provide opportunity for real science based discussion on solutions. I will keep council informed of future developments.

DFG begins new fish flow assessment process

In yet another attempt to work with landowners, CA DFG is coordinating a community based effort to develop fish flow needs assessment to determine what flows are indeed recommended at various reaches of the Scott and Shasta Rivers at various times of year. I expect that by intimately involving landowners, this process won't get very far before it is torpedoed, but we plan to attend meetings and participate in process.

2013 BOR AFA Modification I

The Bureau has offered to provide additional funds through a modification of our 2013 Annual Funding Agreement. As of the writing of this report, materials are under review with fiscal.

ENVIRONMENTAL EDUCATION PROGRAM/Jeanette Quinn

Fisheries Biology & Water Quality. On October 17 I took 4 students from Orleans Elementary to Forks of Salmon for an introductory salmon survey. Orleans Elementary 6th-8th graders surveyed a short reach below the old hatchery on Camp Creek on October 31, November 7 and 14. Jillienne Bishop, MKWC Education Coordinator, co-led the surveys with me.

Happy Camp Elementary 6th-8th graders surveyed a reach just above “The Eddy” on Indian Creek on October 26 and November 2. Alan Crockett and Mike Hentz, US Forest Service, co-led the surveys with me.

Other Projects: Bat Lesson. I created a PowerPoint presentation about Bats in September. On November 6 I shared this presentation in the 1st-3rd grade class at Junction Elementary. Students learned about echolocation, what different species of bats eat, bat anatomy, and species of bats found near Somes Bar during the PowerPoint presentation. The students also learned that many species of bats are endangered or threatened due to habitat loss, natural disasters, disease, and other factors. After the presentation students played a game outside to test their skills using echolocation. One student, the “bat,” wore a blindfold. Two other students were “moths” and the remaining students were “trees” that marked the perimeter of the echolocation zone. The bat had to locate the moths using his/her voice to simulate how bats use echolocation to catch insect prey.

ECO-CULTURAL RESTORATION SPECIALIST/Bill Tripp

The Western Region Phase III Risk Report is complete. One key overarching recommendation that I got in there in the third hour is:

“Expand collaborative land management, community and fire response opportunities across all jurisdictions, and invest in programmatic actions and activities that can be facilitated by Tribes and partners under the Indian Self-Determination and Education Act (as amended), the Tribal Forest Protection Act, and other existing authorities in coordination with the UN Declaration on the Rights of Indigenous Peoples.”

I believe that with this being a recommendation that overarches all three goal areas, the potential is enhanced to build capacity of tribal fire management programs across all

jurisdictions, while also gaining recognition of our own constitutional jurisdiction, and becoming the hub of local collaborative networks.

I submitted some comments for consideration in regards to how this can be incorporated into the action planning process which is beginning now. I was recommended to be a part of the team that considers the stakeholder comments and draft the Cohesive Strategy action plan for review and edit. This team was compiled in early November and we should have a final draft together by February.

I missed this Fall's Northern California Prescribed Fire Council Meeting in Tahoe to participate in a conference in Montana. Frank Lake and I presented the Keynote address, and were an integral part of the field presentations and workshops. We were well received and I believe more people are starting to see the value of traditional ecological knowledge and its application to fire management. The Salish and Kootenai College wants to incorporate the Pikyav, Sparking a Change, and Catching Fire videos into their forestry curriculum.

I have also been working with a master's student to help guide her thesis on the spiritual aspects of fire. We did numerous interviews and I believe she has a good foundation for developing a solid thesis to help tell that side of the story.

We had a Berkeley Collaborative meeting in early October to gain an understanding on how the multiple components of ongoing activities will best fit together. After this meeting I started working with a few community volunteers on getting a concept proposal developed for the new DOI Landscape Resilience Program that is taking the place of the BIA Hazardous Fuels Program. So we can be ready when the program comes out with funding.

I tried to participate with the planning process for getting a cultural burn completed as part of the Tanoak Acorn study that is being conducted by Arielle Halpern from Berkeley. Everything was in place for this to happen, but Cal-Fire would not approve a permit to the Orleans/Somes Bar Fire Safe Council due to a State wide burn ban. This raises the question that why would the State of California have jurisdiction over our cultural burning activities which is a civil, not criminal matter. The discussion made its way to the Northern California Prescribed Fire Council meeting in Tahoe, and there is plenty of support for changing State Law to address the issue in that forum. In addition the collaborative fire video being made by the Mid-Klamath Watershed Council and Klamath Salmon Media Collaborative got shown and was well received by the attendees.

I have been attending KRAB meetings and more consultation is coming in regards to a large prescribed fire planning effort in the Trinity Wilderness in the Megram Fire footprint that I recommended during the 2009 Backbone Fire.

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

EPA PPG

- Meeting the PPG Grant Program Objectives
- Submitting 4th Quarter Report
- Editing FY 2013 GAP Work plan
- Process invoices from consultants
- Prepare documents for Council review/approval
- Grant Research & Administration

Energy Program

- Program Quarterly Report completed and submitted.
- SF 424 Resubmitted.
- Contractor has been selected for the DNR Complex Project; contract to be approved at the 11/29 Council Meeting.
- Coordination of procurement of a commercial gas range, Installation set for first week in December 2012.
- 6 month extension was granted!

BUDGETS/ Bob Rohde

Current and on-going daily/weekly/monthly tasks

- Review monthly fiscal documentation, prepare and distribute budget summary reports for Natural Resources staff
- Continuous budget modifications to adjust for change in indirect and wage adjustments
- Create requests for proposals (RFP)
- Develop, modify and process contracts
- Continuous updating and modification of project status spreadsheet
- Develop, modify and process agreements
- PAN (Personnel Action Notice) wage and billing code adjustments
- Prepare resolutions and process proposals for Council approval
- Assist all coordinators with budget management activities
- Meet with coordinators for project/budget review

Attachments for Council review; to be presented at the next council meeting:

If any questions or comments, please contact either Bob Rohde Email: brohde@karuk.us, or 530-627-3446 x 3016, or Carlotta Whitecrane cwhitecrane@karuk.us, or 530-627-3446 x 3014.

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Toz Soto DATE: 10/30/2012

DEPARTMENT: Fish/DNR
 DEADLINE: _____ DATES: _____
 E: none AMOUNT: \$200,000 FROM: 10/1/2012 TO: 10/1/2014

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

The proposal is for fisheries project funding through the Klamath River Inter-Tribal Fish and Water Commission.

REVIEW:	COMPLIANCE	CFO	OTHER:
NARRATIVE:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Pay rates vary from actual!</i>
BUDGET:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
INDIRECT COST:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
MATCH	<input type="checkbox"/>	<input type="checkbox"/>	
DOCUMENTATION:	<input type="checkbox"/>	<input type="checkbox"/>	
TRIBAL RESOLUTION:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



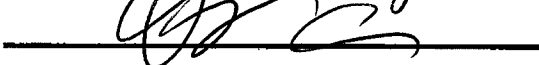
COMMENTS: No cost share required

COMPLIANCE: Need a Resolution
Check on hrly rate to see if recent COLA has been added

CFO: _____

OTHER: _____

REQUIRED SIGNATURES*

REQUESTOR*		DATE <u>10/30/12</u>
CFO*		DATE <u>11-20-2012</u>
COMPLIANCE*		DATE <u>11/19/2012</u>
CHAIRMAN	_____	DATE _____
OTHER	_____	DATE _____

FY 2012 Karuk Tribe Proposals for the Klamath River Inter-Tribal Fish and Water Commission

Project ID # 20121

Klamath River Coho Salmon Habitat Restoration

Requested Funds: \$44,000

The Karuk Tribal Fisheries Program is currently planning and implementing habitat restoration focusing on improving Coho salmon performance and survival.

The project includes construction of off-channel rearing ponds, flood plain re-connectivity, in-stream cover enhancement and riparian planting, thermal refugia enhancement and project effectiveness monitoring. Work will focus on the Klamath River mainstem river corridor and key Coho spawning and rearing tributaries. Project partners include the Middle Klamath Watershed Council and individual landowners.

During 2010, project partners completed construction of three off-channel ponds along Seiad Creek and habitat enhancement of eight thermal refugia sites along the Klamath mainstem corridor.

During 2011, project partners completed construction of two additional off-channel ponds in Seiad Creek. Additionally, the Tribe completed 65 percent level of project design and began the permitting process for the Seiad Creek Channel Reconstruction and Habitat Restoration Project.

During 2012 and 2013, the Karuk Tribe proposes to work collaboratively with the Middle Klamath Watershed Council to develop project designs for construction of one additional off channel pond located in lower Seiad Creek. The Tribe will work with the construction contractor during actual construction of the off-channel habitats for the “design build” portion of the off channel pond project.

The Tribe is planning to implement the construction phase of the Seiad Creek Channel Reconstruction and Habitat Restoration Project during the fall of 2013. The project is designed to restore 3000 linear feet of stream channel located within Seiad Creek. Funding for this project is currently proposed under California Department of Fish and Game’s fisheries grants program and PacifiCorp’s Coho Enhancement Fund. It is anticipated that Salmon Recovery funds would be used as project cost share with the other state and private funding sources.

During the post project phase, the Tribe will monitor Coho salmon utilization upon juvenile Coho entering the newly constructed habitats and continue to monitor Coho utilization through the fall and winter months until Coho juveniles leave as smolts the following spring.

Additionally, the Tribe will participate with the locally established planning forums where projects are cooperatively identified and prioritized within the Middle Klamath River Sub-Basin.

Objectives

- Assist with planning and design of off-channel habitat ponds along the Klamath River corridor.
- Construct at least two off-channel ponds along the middle Klamath corridor.
- Assist with final planning and construction costs of the Seiad Creek Channel Reconstruction and Habitat Restoration Project.
- Participate in cooperative restoration planning forums

Deliverable: The Tribe will provide a restoration actions report summarizing the status of the project objectives.

Project ID # 20122

Spring /Summer/Fall Mainstem Out-migrant Salmonid Monitoring on Klamath River at Big Bar and Lower Salmon River

Requested Funds: \$65,000

The Karuk Tribe has conducted juvenile salmonid out-migrant monitoring in the mainstem Klamath River at Big Bar since 1997 and in the mainstem Salmon River since 2001. The Salmon River Restoration Council (SRRC) has cooperated with trapping operations since 2002 by providing labor for trap operations. The Tribe proposes to work in cooperation with SRRC and operate rotary traps seven days per week on the mainstem Klamath River and Salmon Rivers. Trapping operations will begin in April and continue into July and or until holding live fish is not feasible due to poor water quality. Water quality in the Salmon River has not been a problem during past trapping operations and therefore will continue thru the August and September time frame. Monitoring will continue in the mainstem Klamath through the fall months (October-December) to capture fall redistribution of Coho salmon juveniles. Additionally a trap will be operated in the mainstem Klamath above Happy Camp.

Objective

- Build long term trend data for out-migrant salmonid monitoring on the mainstem Klamath River and Salmon River.

Deliverable: Data collected during trapping operations will be checked for quality assurance and entered into the comprehensive trapping database where it will be usable for fisheries managers.

Project ID # 20123**Middle Klamath River Tributary Summer Steelhead and Spring Chinook Snorkel Census****Requested Funds: \$14,000**

Summer Steelhead and spring run Chinook salmon are both species of special concern by both state and federal agencies. Middle Klamath River tributary populations are the last viable wild socks that remain in the Klamath Basin. The surveys will contribute to a data set that dates back more than twenty years for some tributaries. This annual survey is a very important for long term monitoring and evaluation of recovery efforts. Snorkel surveys will be conducted during the summer months on the Salmon River, Wooley Creek, Bluff Creek, Red Cap Creek, Camp Creek, Dillon Creek, Clear Creek, Elk Creek, Indian Creek, Thompson Creek, Grider Creek and the lower Scott River. Surveys will be conducted in coordination with other participating agencies and tribes.

Objective

- The project objective is to continue long-term adult summer Steelhead and spring Chinook population monitoring on major Middle Klamath River tributaries.

Deliverable: The Tribe will coordinate with cooperators and conducts the surveys during the summer of 2013. Data will be provided to the lead agency for inclusion into a long term trend monitoring data base. A final report will include the Pacific Coast Salmon Recovery Fund performance measures for the category of Salmon Research, Monitoring, and Evaluation Projects.

Project ID # 20124**Klamath River Flow Study Activities Support****Funding Requested: \$24,000**

The purpose of this request is to support the Klamath River Flow Study. The Karuk Fisheries Program will assist the US Fish and Wildlife Service and US Geologic Survey with Flow Study efforts on going on the mainstem Klamath River. These efforts will include out-migrant fish trapping and sampling in the river reaches downstream of Iron Gate Dam to the confluence of the Scott River. Data will assist development of the fish production model SALMOD, development of habitat suitability curves and determining fish health and viability of juveniles. Information gathered during this study is intended to assist with mainstem Klamath River flow recommendations and water management issues. Additionally, the data collected will assist with ongoing dam removal efforts and current Secretarial Determination on removal of Klamath River hydroelectric dams.

Objective

- Provide assistance with data collection on the mainstem Klamath River directly below Iron Gate Dam and further develop a flow based production model.

Deliverable: The Tribe will provide staff needed to operate and maintain out-migrant smolt traps at two locations on the mainstem Klamath below Iron Gate Dam. The Tribe will assist with beach seining, fish health sampling and weekly trap catch efficiencies. The Tribe will actively coordinate efforts with US Fish and Wildlife Service and US Geologic Survey.

Project ID # 20125

Monitoring Tributary Flow and Water Temperature Contributions to the Mainstem Klamath River

Requested Funds: \$25,000

Stream flow and water quality conditions in the mainstem Klamath River limit the production of salmonids during the late spring, summer and early fall. Water quality in the mainstem Klamath River is highly influenced by tributary inputs. Water temperatures in the mainstem Klamath River typically reach lethal levels for salmonids during warm summer months except within the downstream vicinity of cold water tributaries confluences, commonly known as “thermal refugia”. Cold water contributions from tributaries are critical for salmonid survival during the summer months. Water conservation, protection of cold water sources and monitoring is a prioritized need in the Klamath River Basin.

Water temperature data loggers will be placed in all significant tributaries and bracketed in the mainstem Klamath River around major tributaries. Summer discharge measurements will be conducted during the low flow period, at monthly intervals, on all significant tributaries in the project area to establish baseline discharge information and calibration data for existing flow gauges. New flow gauges will be installed in Seiad Creek as an effort to monitor effects of ongoing flow and channel restoration projects occurring in the watershed.

Objectives

- The objective of this project is to monitor water quality and stream flow quantity contributions from tributaries to the mainstem Klamath River and continue to build a long term data set of baseline conditions utilized by salmon.
- Monitor effects of flow and channel restoration projects ongoing in Klamath River tributaries.

Deliverable: The Tribe will compile all monitoring data, check for quality assurance and summarize findings and result in a format compatible for sharing with other agencies and stakeholders in the Klamath Basin.

Project ID # 20126

Spring Chinook Spawning Abundance in the Salmon River

Requested Funds: \$10,000

The Salmon River is one of the few remaining rivers in California with a viable population of wild spring run Chinook salmon. The Salmon River is an undammed river that flows into the Klamath River. Historically the Klamath River had a predominantly spring run population, but today that has shifted to a dominate fall run population due to dams blocking habitat and hatchery practices. Currently the Chinook salmon in the Salmon River consists of a fall returning population and spring returning population. The fall population usually spawns in the lower reaches of the North Fork Salmon River and South Fork Salmon River and the mainstem Salmon River. The fall run typically spawns from mid October through November. The spring run population spawns typically in the upper reaches of the North Fork and South Fork during mid September through mid October. Spawning surveys for the spring run population have only recently begun to be monitored through effort by the Salmon River Restoration Council, U.S. Forest Service and Karuk Tribe. Traditionally the fall run population was assessed for harvest management purposes, but this does not include the spring run because they are not targeted during commercial, tribal and sport harvest. Recent efforts to restore the Klamath Rivers spring run Chinook include dam removal and fish passage to the upper Klamath Basin where the spring run salmon were once abundant. Efforts are underway to evaluate reintroduction of salmon to the Upper Klamath Basin therefore understanding the Salmon River population will likely be an important action leading up to a reintroduction effort.

The Tribe proposes to work collaboratively with the Salmon River Restoration Council and other cooperators to implement the spawning surveys from mid September through mid October.

Objectives

- Determine the spawning abundance of Salmon River spring run Chinook salmon.
- Determine the spatial distribution, spawn timing and spawning habitat characteristics of Salmon River spring run Chinook salmon.
- Collect biological samples from carcasses including, length, sex ratio, scales and otoliths for age structure and analysis of life history tactics.

Deliverable: The Tribe will summarize results including survey methods, maps of spawning locations, carcass mark and recapture results and recommendation for future monitoring.

Project ID # 20127

Middle Klamath River Adult Coho Spawner Escapement Estimate

Requested Funds: \$18,000

The Karuk Tribal Fisheries Program initiated adult Coho spawning surveys in the Middle Klamath River tributaries (for the purpose of this study the Middle Klamath is the area between the Scott River and Trinity River) in 2003 and now conducts surveys annually. Data regarding Coho salmon spawning and distribution is limited and has not been well documented in tributaries of the Mid-Klamath River. A long term goal of this work is to develop accurate estimates for Coho spawning escapement in the Mid-Klamath River. An increased understanding of current Coho distribution and spawning will support management actions and restoration efforts. The Tribe has established working relationships and cooperation with private landowners that are willing to grant access to primary Coho spawning and rearing tributaries including Seiad Creek, Indian Creek, Grider Creek, Sandy Bar Creek, Stanshaw Creek and South Fork of Clear Creek. The Tribe has also established a working relationship with the Siskiyou Resource Conservation District (RCD) in the Scott River which shares the common objective with the Karuk Tribe to increase our understanding of Coho research and recovery actions within the Scott River watershed. Additional spawning tributaries identified by our efforts are located on public land and include; Kings Creek, Independence Creek, Titus Creek, Cade Creek, Little Horse Creek, Little Grider Creek, Irving Creek, Aikens Creek, Boise Creek, Swillup Creek, Ti Creek, Rock Creek and Fort Goff Creek. The Tribe will survey suspected spawning reaches within the listed tributaries once every two weeks from early December 2012 through mid-January 2013.

Objectives

- Document tributaries where Coho spawn or do not spawn in order to further clarify origin of rearing juveniles as natal, non-natal or combination of both.
- Determine relative abundance of spawners and map spawning locations and determine long term population abundance trend.

Deliverable: The Tribe will conduct Coho spawning surveys from early December 2012 through mid January 2013. Spawning locations will be mapped and biological data, such as number and approximate size of Coho observed will be collected. Furthermore, tissue samples from Coho carcasses will be collected for future genetic analyses. Tissue samples will be collected using a protocol which is compatible for genetic analysis. All pertinent data will be summarized in a brief data summary report.

Karuk Department of Natural Resources

**Please submit the following information:*

PROJECT TITLE:	Project ID # 20123-Middle Klamath River Tributary Summer Steelhead
FUNDER:	KRITFWC/Salmon Recovery Fund
DATES OF WORK:	2012-13
TODAYS DATE:	
YOUR NAME:	Toz Soto

Position Title	Pay Rate	Hours to Work	WORKERS COMP RATE	# of months worked	Annual Leave Accrual	Base Hours	TOTAL Wages	Social Security (FICA) 6.2%	Medicare (MEDI) 1.45%
ADD	ADD	ADD	1. EMPLOYEE SPECIFIC: YOU MUST ENTER	(used to calculate health insurance costs)	2. see below				
Lead Biologist	23.50	40	1.260%	1	0	40	940.00	58.28	13.63
Field Biologist	18.50	40	8.269%	1	0	40	740.00	45.88	10.73
Fisheries Tech	13.50	160	8.269%	1	0	160	2,160.00	133.92	31.32
Fisheries Tech	13.50	160	8.269%	1	0	160	2,160.00	133.92	31.32
							\$6,000.00	\$372.00	\$87.00

Cells that may need manual adjustment.

- 1 Position specific, ask Tamara for current rate.
- 2 Only for permanent staff that DO NOT take any annual leave (ie. they cash out).
- 3 SUTA column can not exceed \$434. If the cell turns blue, change by hand to 0.
- 4 Employees must work more than 6 months. \$526.34 less 3% of wages. Incl
- 5 Employees must work more than 6 months. Seasonal/temp not eligible

wages	6000
fringe benefits	2898
supplies	300
equipment	1000
travel	802
contractual*	0
subtotal	11000
idc or admin*	3000
total	14000

***IF YOU HAVE AN ADMIN CAP, ENTER % IN BC**

idc	3000
admin	3000
	<u>0</u>

d and Spring Chino

FRINGE BENEFITS					Total Salaries & Fringe	Indirect % of wages	TOTAL
State Unemployment (SUTA)	Workers Comp	HEALTH	RETIREMENT	Total Fringe Benefits			
3. CAN NOT EXCEED \$434		4. EMPLOYEE SPECIFIC: YOU MUST CHECK	5. EMPLOYEE SPECIFIC: YOU MUST CHECK			50.00%	
58.28	11.84	491.80	47.00	680.83	1,620.83	470.00	2,090.83
45.88	61.19	497.80	37.00	698.48	1,438.48	370.00	1,808.48
133.92	178.61	0.00	0.00	477.77	2,637.77	1,080.00	3,717.77
133.92	178.61	455.20	108.00	1,040.97	3,200.97	1,080.00	4,280.97
\$372.00	\$430.26	\$1,444.80	\$192.00	\$2,898.06	\$8,898.06	3,000.00	11,898.06

at annual leave hours)
) \$434.
 udes employee costs. Automatically adjusts based on # of months

DX:

hourly rate

*includes all
costs*

52.27085
45.212015
23.236065
26.756065

Please note information/activities are for the period of: 10/26/2012 through 11/29/2012.

Action Item(s): no action items during this reporting period.

Projects:

KCDC: I worked with Happy Camp and Orleans Workforce Development Trainers and Computer Center Coordinators Emma Lee Johnson and Bari Talley on tracking possible sources of funding for their centers and educational programs. We are currently reviewing two funding sources that had been sought after in FY 2012 and denied:

- **U.S. Dept of Education: Indian Education—Demonstration Grants for Indian Children.** This program is designed to improve the education opportunities and achievement of preschool, elementary, and secondary school Indian children by developing, testing, and demonstrating effective services and programs.
- **Corporation for National and Community Service (CNCS): AmeriCorps State, National and Indian Tribes Planning Grant.** The purpose of a planning grant is to support the development of AmeriCorps programs so that KCDC can better prepare to compete for the more equitable AmeriCorps program grant in the following grant cycle.

DNR: I have been working with the Department of Natural Resources on two projects:

- **ANA Environmental Regulatory Enhancement for FY 2013** – with Craig Tucker
- **Possible Acquisition of the Tishaniik Dance Grounds** – with Jaclyn Goodwin, Scott Quinn, and Leaf Hillman. Although this is not a grant per se, there is a possible source of external funding with the Archaeological Conservancy, the President of which I had the good fortune to meet at the National Historic Preservation Conference in Spokane early this month.

KARUK LANGUAGE:

In preparation for this grant proposal development, I have been in contact with members of the Karuk Language Restoration Committee and with staff members of the Northwest Indian Language Institute, University of Oregon. Several members of the original committee have agreed to meet on November 30 to discuss a future submission of the following:

ANA Native American language Preservation and Maintenance for FY 2013 – To this end, I have been revising the **Karuk Language Restoration Strategic Ten Year Plan** for public release, as well as reviewing the Denial Letter and Scores for the ANA proposal for FY 2012.

Meetings Attended:

11/05/2012 – Staff Meeting

11/05/2012 – KCDC Meeting

11/07/2012 – HC High School Director Angelika Brown

11/08/2012 – Health Board Meeting

11/19/2012 – DNR Craig Tucker, Toz Soto, Crystal Brown

Further to my Council Report, you will find the **Written Report** on my out-of-state travel to the 2012 National Trust for Historic Preservation: Beyond Boundaries, Spokane, WA. attached.

2012 National Trust for Historic Preservation: Beyond Boundaries, Spokane, WA

Written Report

11/02/2012

The National Trust for Historic Preservation is a semi-governmental institution based in Washington D.C. that provides support and encouragement for grassroots preservation efforts. I attended the annual conference in Spokane from Oct.30-Nov.2 in an effort to educate myself on three areas of historic preservation that are directly influenced by the Grant Writer and Resource Developer:

1. Native Language Restoration and Preservation
2. Indigenous Landscapes - National Historic Landmarks and National Register programs
3. The Native American Graves Protection and Repatriation Act (NAGPRA)

This conference was **very valuable** not only for its many educational sessions, but also for the wealth of significant professional connections I made. In addition, I found the following problem areas to be of direct importance to our Tribe's mission, and therefore worth every effort from the Grant's Department to find, develop, and fund programs that could be used to solve them.

4. Strategic Plan Development
5. Public Meeting Organization
6. Continuation of Public Dialog
7. Media Coverage for Community Education Purposes

I would like to thank the Tribal Council for making attendance to the Conference possible.
Yôotva yôotva !

Tuesday, October 30, 2012

2013 Historic Preservation Fund (HPF) - Operations Grant through the National Park Service

This eight hour grants workshop was geared to grant program managers and SHPO/THPOs. It was lead by three National Park Service staff, versed in both the grants and compliance issues as well as having some kind of educational background in historic preservation.

Wednesday, October 31, 2012

A Coyote in the Hen House? New Partnerships for Tribal Interpretations. 8am-12 noon. The Northwest Museum of Arts & Culture.

This educational session was lead by the Director of the Plateau Center for American Indian Studies at Washington State University, Michael Holloman, a Colwell Tribal member. He addressed new ways of preserving museum collections while working with a variety of Tribes, Elders and academic institutions.

Best Practices and Solutions, 2 -4:15 pm

Opening Reception, 7:30 – 9 pm.

Thursday, November 01, 2012

Pre-Conference Breakfast 8-9am Asian Pacific Islanders Historic Preservation group

Planning Short Course: A Powerful Preservation Tool 10:15 – 11:45

This session was organized and moderated by the Department of Commerce and the Planning Association of Washington. I found the tips for developing a comprehensive strategic plan from Paul Rogerson, former Director of the Olympic National Park to be very helpful.

Kalispel Tribe Language Preservation 3:00 – 4:30

First National Trust Powwow 5-7

Friday November 2, 2012

Conversation Starter Session: Telling Richer Stories of Place 8:30 – 9:45

This was an excellent session with four minority group leaders introducing their project for historic places. I think some of these ideas could be used, especially the idea of creating a cultural landscape, restoring Tribal-used paths and plotting out traditional gathering/ hunting grounds.

Indigenous Cultural Landscapes: New Ideas on Place 10:15 – 11:45

Cultural Respect and Negotiation: Native Americans and Environ. Stewardship 1:15 – 2:45

Protecting Historic Places on Public Lands: Case for Removing the Elwha Dams 3:00-4:30

This was an encouraging session that discussed the reasons why it was chosen to remove the dams and how the Salish Tribal Center of the World was recovered after decades of being under the lake. Ellen Gage, Historic Architect from the Olympic Nat'l Park suggested that sharing information for public interpretation to be absolutely essential for the success of dam removal ventures.

Karuk Department of Tribal Lands Management

November 29, 2012 Council Report

Scott Quinn – Director

Activities from October 18, to November 15, 2012

1. NCAI – I attended the NCAI Annual Convention from 11/21 to 11/24 (please see separate report).
2. KR RV Park – I have been in constant contact with the lawyer regarding the evictions at the park and can give you an update upon request. KTHA is working on the Environmental Review Record. Once this is complete they will issue a FONSI/RROF and be able to release the funds to the Tribe for the purchase of the property. Once this is done we can start contemplating design plans for new bathrooms and what ever other improvements we may be able to complete. On 11/15 I met with Buster, Laura, and Tiffany to review the Park Manager Proposals. We are waiting for the response from the last applicant.
3. CASINO – On 11/5 Buster and I met with a potential bank financier in Yreka. I attended the NIGA Gaming Commissioner Level I Training from 11/6 to 11/9 with Dora and Jaclyn. The training was good and gave a good outline of the duties of a commissioner. On 11/14 myself, Jaclyn, Dora, and Buster with the City of Yreka's Gaming Workgroup to discuss the MOU with the City. Later that day we also met with a potential financier/developer. We came to the consensus that we should initiate a contract for the Casino TEIR ASAP.
4. HUD – Today I received a stack of KTHA Environmental Documents that Sara Spence prepared and I need to review prior to Chairman Attebery's signature as the Responsible Entity.

Approvals:

2012 NCAI Convention, Sacramento, CA
Scott Quinn, Director of Tribal Lands Management
October 22, 2012 to October 24, 2012

On the opening day ceremonies and speakers were very good. I especially liked the comment from Governor Brown's representative: knowing who you are gives you Pride & Dignity, and letting others know who you are gives you Strength and Unity. We also heard that we are in the sixth month of a Continuing Resolution, and that a 8.2% cutback in native American Funding is likely coming.

In a video address from Interior Secretary Ken Salazar, he stated the importance of the BIA Fee to Trust Realty Program that in 2007/2008 there were only 17 approved applications nationally, and there were over 1,000 approved applications in 2012. The new Assistant Secretary Indian Affairs (ASIA), Kevin Washburn, was introduced. He said he believes in Tribal Self Governance because he seen it occur as a child when a local tribe took over a BIA health clinic he attended. He also supports Obama's "All of the Above" Energy Policy. We also heard from both Romney and Obama's representatives.

A representative from Google Earth gave a nice presentation on how some tribes in other countries are using Google Earth to map their resources and tell their story.

We also had a local caucus with the BIA, Yurok, Hoopa, and Trinidad Tribes to discuss law enforcement issues. Most of the problems are coming from the lack of federal law enforcement on federal lands. We then met with the BIA alone and talked about the Tebbe Fee to Trust Application, the Trust Reform Consortium, and \$150,000 in funding for Watershed.

Another presentation I attended was on Internet Gaming. The debate over internet gaming is determining if the proposed attempts will be a Threat or an Opportunity. Some Tribes see it as a threat to gaming exclusivity. The House has indicated that they will not consider a bill on this subject unless it is attached to a must-pass bill. They also mentioned that at least one Tribe has included internet gaming language in their state compact.

The HEARTH ACT presentation was almost cancelled since 4 of the 5 speakers canceled. It looks like we should develop our own tribal leasing ordinance to help expedite tribal home ownership on tribal lands.

CONSTRUCTION MANAGER
WORK LOG
From 10-18-12 to 11-21-12

- 10-18-12 Office paperwork. Crew schedules Write Council report. Finish assembly of CHS dispensary drawer. Draw plans for concrete forms
- 10-19-12 Fabricate brackets for I.T. Check on current project status.
- 10-22-12 Hard rain all night. Time cards/mileage sheets. Work on schedule with Daniel. Three crew out sick. Measure sheds for moving, one to log building for wood shed and one for maint equipment storage. Work with Sam to hang CHS drawer.
- 10-23-12 Office paperwork. Still two crew out. Assemble new lawn sweeper. Take contractor to ranch for bid to cleanup RV Park debris.
- 10-24-12 Supplies paperwork. Staff meeting. Work on scheduling. Work on roof estimate for boiler room roof. Call Dan Falkenstein to reschedule septic system project, dependant on winter storms now.
- 10-25-12 Measure trailers at ranch for shed moves. Patch chair for Ellen. Run down invoice from Ray-Mac for Housing. Clean up inside of #120.
- 10-26-12 Invoice/packing slip paperwork. Finish boiler room roof estimate. Hel-p load shed.
- 10-29-12 Orleans to haul supplies to Monty. PO/packing slip/invoice paperwork.
- 10-30-12 Medford to pick up second set of gym doors and maintenance supplies.
- 10-31-12 Order roofing for boiler room. Help Daniel set up router for dado cuts. Repair moving dolly. Staff meeting. Brake on router non functional, take apart to see if it can be fixed.
- 11-01-12 Invoice paperwork. Make template for Sam. Work with Dale on I.T. problem. Check on things at ranch, find gutter screens for Phil to use at log building.
- 11-02-12 Invoice paperwork. Take Daniel to Log Building top show deck project. Talk to Tiffany about Orleans bid. See Patty White about office furniture issues. See Sami about Grainger invoice.

- 11-05-12 Time cards/mileage sheets. Staff meeting/crew schedule. Yreka maint. position paperwork. Check at ranch for updates of last weekends break in. Attend bid opening meeting.
- 11-06-12 Review bid paperwork. Attend bid review meeting. Talk to Jody about finishing RV Park trash project. See Tiffany about office furniture assembly dates.
- 11-07-12 Office paperwork. Work with Mike T on electrical layout for cameras and lights at auto shop. Help Daniel diagnose exterior light wiring for timer connections.
- 11-08-12 Go over road improvement at ranch with Daniel. Go over schedule with crew. Order supplies. Monitor Transportation project at Housing for Sandi
- 11-09-12 Pay roll. Check "hazard" trees at ranch with Wes. Go over wiring with Daniel for People's Center. Talk with contractor for speed bump project at HC Housing. Office paperwork. Meet with Eric and Daniel for camera layout.
- 11-12-12 Holiday Veterans Day
- 11-13-12 Invoice/packing slip/mileage sheet paperwork. Work schedule. Order supplies. Check on mechanics, one out sick. Work with contractors on schedule for two roads projects. (Sandi and Bucky on training)
- 11-14-12 Orleans to monitor road job, boring 18 holes and setting 18 post anchors.
- 11-15-12 Invoice/packing slip paperwork. Check out concrete forms placed for used oil tank at auto shop. Write RFP for proposed HVAC project. Research travel policy to be able to answer questions from staff.
- 11-16-12 Yreka to attend two pre-bid meetings for the Yreka Wellness Center One for Engineers/ Architects and one for Environmental Assessment.
- 11-19-12 Office paperwork. Make supply lists for Daniel. Layout. Cut to length and assemble desk shelf.
- 11-20-12 Invoice paperwork. Work on crew schedules. Work on shelves. Help Phil and Sam on heater electrical. Help Daniel with timer electrical

LOW INCOME ASSISTANCE PROGRAM
COUNCIL REPORT
November 29, 2012

Ayukii Tribal Council,

We just received our second award letter for Fiscal Year 2013 for the Low Income Home Energy Assistance Program's funding. The award is in the amount of \$54,666 and represents our allotment for this year. The previous award of \$82,907 was from a reallocation from 2011 which brings our total amount of assistance for this Fiscal Year to \$137,573. Last year's award was actually larger than this year but the combination of the two gives us our largest award ever. We will be discussing the possibility of increasing the assistance amounts in the near future with the program's committee to allow us to be more practical on how we administer this funding throughout the year.

Our CSD program has used all of the funding at this time. There are a few possibilities where a budget modification could allow us to help a limited amount of households and we are considering that at this time. The timeline for spending this funding runs through the end of December.

Our LIAP Committee is continuing to provide emergency assistance to as many families as possible that have made request. However we still have to take into account any previous usage of this program during the current fiscal year to try to avoid assisting the same applicants more than once. We do our best to explain that this fund is limited and is set up to be a safety net for emergency situations that might arise and is in place to cover the whole tribal enrollment, including those members who reside outside of our service area.

There is still no word of any awards for this year's HIP applicants. With regards to the current HIP projects and the confidentiality that pertains to them, we will no longer be providing any information on the status of those projects in these reports. If there are any questions about the remaining projects we would like to answer those questions in private.

Our General Assistance Work Experience Program has one person currently signed up and volunteering within the Tribe. We will continue to encourage anyone who is eligible and wants to work the program to apply.

With the help of Annie Smith we do have five different caregivers helping four elders at this time through our Adult Services Program.

We have provided statistics from last month's payments so that you can see the breakdown of the programs assistance in each category. If you have any questions please contact me.

Yootva.
Robert Attebery
LIAP Administrator

<u>Program</u>	<u>Code</u>	<u>Program Period</u>	<u>Budget</u>	<u>Year to Date</u>		<u>%</u>
					<u>Balance</u>	
GA	2130-57	10/1/12 to 9/30/13	40000	3652	36348	9%
CSD	6063-08	1/1/12 to 12/31/12	16295	16295	0	100%
LIAP	1000-00	10/1/12 to 9/30/13	12000	348	11652	3%
LIHEAP	4011-08	10/1/12 to 9/30/13	137573	17950	119623	13%
Burial Assistance	2130-57	10/1/12 to 9/30/13	30000	0	30000	0%
Adult Services	2130-57	10/1/12 to 9/30/13	10000	2164	7836	22%

Number of People Assisted from October 21, through November 21, 2012

GA.....	16
	(16 Payments)
CSD.....	9
	(9 Payments)
LIAP.....	1
LIHEAP.....	40
	(40 Payments)
Burial Assistance.....	0
Adult Services.....	0

Breakdown of Services

Electricity.....(LIHEAP...17).....(CSD...2).....	19
Shelter.....(GA...4).....(CSD...1).....	5
Food.....(GA...10).....(CSD...1).....(LIAP...1).....	12
Wood.....(LIHEAP...7).....(CSD...2).....	9
Kerosene.....(LIHEAP...12).....(CSD...3).....	15
Propane.....(LIHEAP...4).....	4
Clothes.....(GA...1).....	1
GAWEP.....	1

Tamara Barnett
Human Resources Manager

November 21, 2012
Tribal Council Report

Completed

10/15: Stormie Jackson, Orleans Custodian (Member of other tribe)
11/1: Angela Baxter, DUI Program Manager (Karuk Descendent)
11/6: Genevia Lopstein, Head Start Bus Monitor/Cook Assistant, (Parent)
11/6: Dawn Mechling, Yreka RDA (Non-Indian)
11/13: Julie Burcell, Peoples Center Coordinator/THPO (Tribal Member)
11/19: Nancy Davis, On-Call Receptionist Orleans Clinic (Non-Indian)

Pending

- Human Resources Manager, Interviews 12/3
- Emergency Preparedness Coordinator, Interviews 12/5
- GIS Resource Inventory Specialist, Closed 10/29
- Medical Director, open until filled
- Deputy Director, closes 11/21
- Part Time Admin Assistant Social Services, Orleans, closes 11/21
- KCDC Letters on Intent, closes 11/21
- TANF Admin Assistant, closes 11/28
- TANF Family Services Assistant, closes 11/28
- Head Start Bus Monitor/Cook Assistant, closed 11/20

Director Evaluations

The Director's evaluation due for December is the Construction/Maintenance Director a date will need to be selected so that it can be scheduled; I have provided the necessary forms to Fred.

Annual Awards Banquet

The Banquet will be held Friday, December 7, 2012 at the Siskiyou Golden Fairgrounds in Yreka, Ca.

ACTION ITEM: We have 8 of the \$100.00 cashier's checks left, I was hoping to get approval to use them as prizes at the Awards Banquet.

Job Description Changes

ACTION ITEM Library Assistant- Orleans Panamnik Center Library, can I get a vote to approve the change to the Library Assistant Job Description. I've attached a copy of the job description.

POSITION DESCRIPTION

Title: Library Assistant

Reports To: Librarian

Location: ~~Happy Camp People's Center and~~ Orleans Panamnik Center ~~Libraries~~Library

Salary: \$12.00 per hour

Classification: Part Time (~~20-15~~ hours/week), Temporary Grant Funding through 9/30/~~2012~~2014, Non Exempt

Summary: Under the supervision of the Panamnik ~~and People's~~ Center Library ~~Coordinatorians~~, to perform a wide variety of responsible clerical and other specialized Karuk Tribal Library duties relative to the general operation of a tribal public library, and to related work as assigned. These duties will include supporting library staff, assisting library patrons, managing the library collection, computer/research work. This position will also be trained and mentored in standard library procedures by the Library Services Consultant during the first two years of employment.

This position is also a training opportunity for commonly marketable skills that can be applied to other future jobs, including customer service, online research (the basis for library services including reference and assistance of library guests), data entry, online database operation and maintenance (both pertaining to cataloging), and product merchandising (pertaining to library displays and re-shelving of books).

Responsibilities:

1. Assist patrons in becoming familiar with locating print and non print resources.
2. Assist patrons in learning basic library skills, and selection of literature, reference materials, and a variety of media.
3. Assist patrons in the circulation of library materials, use of the online catalog, and use of online database resources.
4. Help maintain library media equipment.
5. Check books and other materials in and out, processes interlibrary loans.
6. Collect library fees and fines.
7. Process existing and new library materials.
8. Prepare library books for binding.

9. Input data into electronic card catalog and circulation system.
10. Maintain record on overdue library materials.
11. Repair library books.
12. Assist with inventory of library books and library media equipment and materials.
13. Assist in keeping the library clean and orderly, including shelving books and other media.
14. Assist with library displays.
15. 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.
16. Be polite and maintain a priority system in accepting other job duties as assigned.

Qualifications:

1. Ability to work effectively with Native American people in culturally diverse environments.
2. Ability to manage time well and work under stressful conditions with an even temperament.
3. Ability to establish and maintain harmonious working relationships with other employees and the public.
4. Ability to understand and follow oral and written instructions.
5. Familiarity with office methods, practices, and procedures, including filing systems, receptionist and telephone techniques, and library correspondence as directed by supervisor.
6. Basic reference books and media found in public libraries.
7. Basic computer skills.
8. Able to work independently and as a team.
9. Good customer service skills.
10. Professional appearance.

Requirements:

1. High school diploma or GED is preferred.
2. Must have the ability to operate computer equipment, library media equipment and other office machines
3. Must have the ability to lift/carry books, supplies and library media equipment weighing up to 35 pounds
4. Must have the ability to work with a variety of patrons

5. Must adhere to confidentiality policies.
6. Must successfully pass a pre-employment drug screening test and be willing to submit to a criminal background check.

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

Council Approved: January 27, 2011, November 29, 2012

Chairman's Signature: _____

Employee's Signature: _____

TERO Director's Report - November 2012

WPA

TERO understands that more information and clarification is required for the proposed Workforce Protection Act. I will be providing more information to you that you should have by Council meeting time and I am happy to answer any questions. We have requested a new meeting date to meet with the Council to review this important step for our tribal government.

Tribal Labor Force Agreement

We are still working on a strategy for a construction training project with Labor Unions. There has been some communication with the Housing Director and one union rep regarding if a tribal labor agreement could be utilized using HUD funding. We are looking into the matter. The Union Rep (who was at the Council meeting) is going to the TERO Legal Updates conference next month.

Caltrans TERO Fee

I am waiting on receipt of the TERO fee for the Ukonom Culverts project. We will be receiving approximately \$650.00.

TERO Legal Update 2012

Myself and two TERO commissioners will be attending the Legal Update conference in Las Vegas the second week of December. We hope to gain some technical assistance in regards to how we have been working on our workforce protection act and also on Tribal OSHA's. We have learned these are vital to have in place when engaging in any big economic venture that will employ a lot of tribal members and others. We will report upon our return.

TERO / Native Employment Works (NEW) Collaboration

We have talked about holding Application/Resume/Interview training for our three communities this late winter/early spring. We see this need in many interview panels and know this would be a beneficial training for many tribal members. Stay tuned for more information.

Child Care

Child Care Local

We received approximately 14K less in child care funding this fiscal year that will make the upcoming year a bit "tight". I do not foresee as many "quality" activities for the upcoming year (summer programs) but will remain vigilant in budgeting and try to determine the best activities that will benefit the most children and families.

This shortfall in funding is due to more tribes participating in the child care program and flat funding from Congress that translates into less funding for tribes.

Child Care State

Our regional office provided a training calendar for the upcoming year. I will provide a copy at the Council meeting. Some meeting locations have yet to be determined but I am looking at meetings in Sacramento, San Francisco and hosting tribes from the north state.

Tribes are still being excluded from the state's "Race to the Top" Early Learning challenge grant that is funding the development of 16 regional Quality Rating and Improvement Systems (QRIS) so that is why tribes in the state and the Tribal Child Care Association of California are working on our own. California tribes are the first tribes working on a quality rating and improvement system and so there are many eyes on the federal level observing our work.

The regional office has created a "snapshot" of tribal child care in California and I will submit this document for your review and information at the council meeting.

Child Care National

The National Indian Child Care Association is busy keeping up with the Feds (I am vice-chair of the association). Currently the Feds are seeking comments on the block grant funding application and we are formulating comments. We are also looking at the new compilation of senate and house committees that affect child care funding. Reauthorization of child care funding has not happened since 1996 and keeps getting reprioritized so it is important for us to continue carrying our voice and message to DC. This year is a prime example of how the tribal set aside needs to increase as all tribes across the board are receiving less funding for child care this fiscal year.

NICCA will be holding our national conference in August next year and I am on the conference committee.

Respectfully Submitted,

Dion Wood, TERO

Budget:

Program	Ending Period	Budget	Expense to date	Balance	% used
Higher Education	Nov. 2012	\$81,207	\$9,100	\$72,107	11%
Travel Training		\$6,000	\$0	\$6,000	0%
Tutoring		\$13,000	\$0	\$13,000	0%
Vehicle Expense					
Mileage		\$2,500	\$0	\$2,500	0%
Supplies		\$2,000	\$0	\$2,000	0%
Meeting					
Snacks/Supplies		\$500	\$0	\$310	0%
Special Activities		\$5,000	\$0	\$5,000	
Advertisement		\$100	\$0	\$100	
Totals	Nov. 2012	\$110,507	\$9,100	\$101,407	8%

Administrative Programs & Compliance

Tiffany Ashworth
November 29, 2012

Please note information/activities are for the period of: 10/23/2012 through 11/20/2012.

Action Item(s):

12-C-114 – For consideration and approval of contract 12-C-114 to Bari Talley for travel to the Autry Center and video record the documentation/consultation visit for the NAGPRA Grant #06-12-GP-570, in the amount of \$4,000.00 for services, plus travel not to exceed \$1,211.00. Total contract is: \$5,211.00.

12-C-115 – For consideration and approval of contract 12-C-115 to Julian Lang for travel to the Autry Center to photograph objects during the documentation/consultation visit, integrating Karuk language and the preparation of a print ready booklet documenting objects, process and including the Karuk language in accompanying text for the NAGPRA Grant #06-12-GP-570, in the amount of \$9,200.00 for services, plus travel not to exceed \$1,211.00. Total contract is: \$10,411.00.

12-C-116 – For consideration and approval of contract 12-C-116 to Geena Talley for travel to the Autry Center and video record the documentation/consultation visit for the NAGPRA Grant #06-12-GP-570, in the amount of \$4,000.00 for services, plus travel not to exceed \$1,211.00. Total contract is: \$5,211.00.

13-C-010 – For consideration and approval of contract 13-C-010 to Cimarron Medical Informatics, LLC. for the installation of the RPMS-to-Dentrix interface software, including training and maintenance, in the amount of \$8,670.00. This interface software is proprietary used by Indian Health Services. In addition to the contract, a Business Associate Agreement is incorporated as Attachment A to ensure HIPPA regulations are upheld by the vendor.

Over Limit Fee – For consideration and approval to cover the over limit fee using discretionary funding for Tribal related purchases that over extended the approved credit limit.

Project(s):

Orleans Clinic Project: Staff met with Adams Commercial General Contracting, Inc. on November 19, 2012 to fully execute the contract. Staff was advised by Will Adams the design is approximately 90 percent complete and a pre-construction conference will be held the week of November 26, 2012.

2012 HUD ICDBG – Project is under the direction of Erin Hillman, KTHA Executive Director. Attended the pre-bid conference for the Architectural and Engineering and the Environmental Assessment on November 16, 2012.

HIP Project – Pending completion of the Request for Proposal (RFP) for a Geotechnical Engineer.

LIAP – Provided assistance to four LIAP recipients by overseeing the purchase of food and essential items.

Emergency Management: No activity occurred during this reporting period.

Meetings Attended:

- Administrative staff meetings
- Department staff meetings – Department staff meetings are being held every two weeks on Mondays at 9:00 a.m. Each staff member provides an overview of the tasks they are working on, their funding levels, problems/concerns and travel/time off.

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract Number Assigned: 12-C-115
MOU
Agreement

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

Requestor: Helene Rouvier Date: August 20, 2012

Department/Program: People's Center / NAGPRA

Name of Contractor or Parties to Agreement: Julian Lang

Effective Dates (From/To): August 23, 2012 / July 31, 2014

Amount of Contract: \$9, 200 plus travel (not to exceed \$1,211)

Funding Source: NAGPRA Grant #06-12-GP-570

Brief Description of Purpose:

To photograph objects at Autry Museum during documentation/consultation visit. Integrate Karuk language as feasible. Prepare print ready booklet documenting objects, process, and incorporating Karuk language in accompanying text. Due to advertized 1% TERO fee will remain off

** REQUIRED SIGNATURES **

Helene Rouvier
Requestor

8/20/12
Date

Laura Mayton
**Chief Financial Officer

10-29-2012
Date

[Signature]
**Director, Administrative Programs & Compliance

10/29/2012
Date

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

10-30-12
Date

Other _____ Date _____

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract x Number Assigned: 12-C-115
MOU []
Agreement []

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

Requestor: Helene Rouvier Date: August 20, 2012

Department/Program: People's Center / NAGPRA

Name of Contractor or Parties to Agreement: Julian Lang

Effective Dates (From/To): August 23, 2012 / July 31, 2014

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Brief Description of Purpose: To photograph objects at Autry Museum during documentation/consultation visit. Integrate Karuk language as feasible. Prepare print ready booklet documenting objects, process, and incorporating Karuk language in accompanying text.

** REQUIRED SIGNATURES **

Requestor: Helene Rouvier Date: 8/20/12

**Chief Financial Officer: Laura Mayton Date: 8-23-2012

**Director, Administrative Programs & Compliance Date

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

Other Date

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Contract Number: 12-C-115

This Agreement, dated as of November 8, 2012, is between the Karuk Tribe (hereinafter “the TRIBE”) and Julian Lang (hereinafter “INDEPENDENT CONTRACTOR”), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from November 8, 2012 to July 31, 2014.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, Ten Thousand Four Hundred Eleven Dollars and Zero Cents (\$10,411.00) which includes \$9,200.00 for services and \$1,211.00 for travel expenses. All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. The Tribal staff person responsible for overseeing this Agreement and approving invoices for payment shall be the People’s Center Coordinator or authorized representative.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney’s fees for Independent Contractor’s negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any required public liability, public damage and/or Worker’s Compensation Insurances shall be the sole responsibility of the Independent Contractor.

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

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three (3) year period preceding this Agreement had one or more public (Federal, State or local) transactions terminated for cause or default.
16. **Applicable Law:** This Agreement shall be governed by the laws of the United States of America and by Karuk Tribal law. In the absence of Federal or Tribal law, relevant laws of the State of California shall be applicable. Independent Contractor is required to comply with Office of Management and Budget Circular A-102 and is responsible for understanding and compliance with applicable grant administration requirements as set forth in the Federal agency codifications of the grants management common rule. This provision is not intended to waive the Tribe's sovereign immunity status or submit the Tribe to any jurisdiction inconsistent with such status.
 17. **Indian Preference:** This Contract shall be executed in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding source requirements.
 18. **Tribal Employment Rights Ordinance (TERO):** Independent Contractor acknowledges that a one percent (1%) TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500.00.
 19. **Sovereign Immunity:** Nothing in this Agreement shall be construed or interpreted to relinquish the sovereign immunity of the Tribe.

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

INDEPENDENT CONTRACTOR

Julian Lang
P.O. Box 2276
McKinleyville, CA 95519
(707) 839-4962
SSN: 551-86-3447

KARUK TRIBE

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

Signature and Date

Signature and Date

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

Excerpt from the Native American Graves Protection and Repatriation Action FY2012 Grant Application funded as the NPS NAGPRA Documentation/Consultation grant #06-12-GP-570.

Section 2. Project Description (continued)

C. Personnel Qualifications. Who will carry out the Project Activities? List all project personnel, including consultants. Describe their responsibilities and the amount of time each will dedicate to the project. If particular individuals have already been identified to participate in the project, briefly describe how their experience and qualifications are appropriate to successfully achieve the stated objectives. If you plan to hire new personnel or consultant(s), describe the criteria that will be used to competitively select these individuals or services. ***All Federal grants require consultants to be competitively selected*** (see page 14 of the guidelines for more information). **Attach brief resumes** (no more than 2 pages) for project personnel and position descriptions for personnel still to be chosen.

3. Helene Rouvier, Karuk People's Center Coordinator will be implementing the project.
4. Helene will be responsible for reporting, monitoring progress, developing contracts with consultants, coordinating meetings, guiding and directing the Museum Registrar, and developing the final report for the project.
- 5.
6. Helene Rouvier works for the Karuk Tribe as the People's Center Coordinator and Tribal Historic Preservation Officer. She has also worked for the Wiyot Tribe in Loleta, CA as the Cultural Director and Tribal Historic Preservation Officer, and the Mechoopda Maidu in Chico, California. Helene's museum experience includes internships at the Clarke Historical Museum and the Phoebe Hearst Museum of Anthropology. In addition, Helene has worked in culture resource management for several years, conducting fieldwork in various locations throughout the West. Throughout her professional life, Helene has been responsible for budgetary and grants management, and has successfully administered programs for cultural revitalization. She has developed close relationships with a number of cultural practitioners committed to continuing Karuk traditions and arts. These networks will support successful projects for living arts.

Leaf Hillman, will serve as a cultural consultant. Leaf is descended from a prominent dance owning family from the Karuk Village of Pishpisharihuk, near Katimin, the Karuk center of the world. Today, this place is referred to as Somes Bar. Leaf was bequeathed stewardship over the dances by an uncle and trained to be a World Renewal Priest when he was 14. Today, Leaf continues the tradition of administering the ceremonies and associated dances in cooperation with other dance owners. These ceremonies are part of Pikyowish, or Karuk annual world renewal, whereby the world is remade each year using a formula prescribed to the Karuk people by the Creator at the beginning of time. It is due to this history that Mr. Hillman is well suited for the role of male cultural consultant in this process.

Wilverna Reece (aka Verna) was born in Yreka, California in 1946. She started weaving in 1979 in Happy Camp, CA. Her teachers were Grace and Madeline Davis. She has been teaching for 20 years or more. Verna has demonstrated weaving in Washington DC, at the Clarke Museum in Eureka, California, at the California Indian Basketweavers Association; for Coos Bay Tribes, Boy Scouts in Virginia, and at the Sacramento Museum. It is because of her extensive knowledge and experience of Karuk Baskets and Culture that she is perfectly suited to serve as female cultural consultant for the project.

Geena and Bari Talley, this mother-daughter team has been very successful in creating videos through recording Karuk Elders and Culture Consultants. They participated in the Karuk Voices-Oral History Project in 2010. They are both Karuk Tribal Members and have a strong relationship with their culture. This unique team will build capacity within the Karuk Tribal Membership, as well as bring a vibrant and unique aspect to the documentation. Ms. Geena Talley will attend the 3-day Consultation to video-record the consultation. Bari and Geena Talley will be tasked with editing, revising, and preparing the final draft of the Consultation/Documentation Video.

Julian Lang, Julian Lang is a Karuk Tribal member and a fluent speaker of the language. He was surrounded by Karuk Language in the home until he was 12 years old. At that time he began to actively study the Karuk Language. He has been teaching the language since 1980. It is this unique expertise that makes him a critical resource for this project. He will photograph Karuk items during the consultation and documentation session. He will then be responsible for developing a booklet to document the Consultation/Documentation Session. Mr. Lang is currently developing a similar booklet for the Clarke Museum. The booklet will include text about the Karuk Tribe and captions for the items—using Karuk Language as necessary to make the document culturally relevant.

Section 2. Project Description (continued)

D. Schedule of Completion. Consultation/Documentation grant projects must be completed within 24 months. Repatriation Grant projects must be completed within 12 months. Using a table or outline format, list each objective, the major activities needed to complete the objective, and the timeframe associated with each activity.

Objective 1: Provide NAGPRA training for new People’s Center Advisory Committee member museum registrar.

ACTIVITY	MO.
Identify NAGPRA Training with an emphasis on Introduction to NAGPRA and/or new NAGPRA regulations for Determining Cultural Affiliation such as the NAGPRA: Determining Cultural Affiliation presented through the National Preservation Institute in Denver Colorado.	1
Send new People’s Center Advisory Committee Member and Museum Registrar to the training.	1,2
Training Attendees give overview and refresher report to People’s Center Advisory Committee on what was learned in training.	1,2

Objective 2 Consultation with Autry National Center to identify, evaluate, and document Karuk items.

ACTIVITY	MO.
Notify Autry National Center of NAGPRA award.	1
Develop contracts with elder/cultural experts who will assist the People’s Center Coordinator and Youth Council Member to consult and document process.	2
Phone/In Person Coordination with Autry National Center and Elder/Cultural experts for specifics	7
Full 3-day visit to Autry National Center based on recommendations from staff at the Autry National Center.	8-10
Follow-up meeting with People’s Center Advisory Committee to discuss items reviewed and supplement documentation information.	11
Develop Draft Documentation Video and Booklet narrative with Karuk Language included.	9-12
Present Video and booklet to Tribal Council and People’s Center Advisory Committee.	13
Develop Final Version of Video and Booklet and make copies for Karuk Library, collaborating museums including the Autry National Center, and NAGPRA for reference, guidance, and information.	14

Objective 3 Develop Priority and Action List for repatriation of items.

ACTIVITY	MO.
Hold meeting with People’s Center Advisory Committee upon completion of testing and develop repatriation priority list	11
Make claims for Karuk items	12-14

Objective 4 Determine if and to what extent hazardous and harmful contamination exists on Karuk items.

ACTIVITY	MO.
Consult and coordinate with Autry National Center for testing on Karuk items.	14
Test items at Autry National Center	15-20
Get report from Autry National Center on Karuk items	21
Develop Excel Database of Karuk Items at Autry National Center	24

Compensation Breakdown:

\$ 9,200.00 for service activities

\$ 1,211.00 for travel expenses

\$10,411.00 Total Contract

PROCUREMENT DOCUMENTATION

Check One: Small Purchase (less than \$5,000) Date: 8/20/2012
Large Purchase (more than \$5,000)**
Independent Contractor Agreement Under \$2,000
x Independent Contractor Agreement Over \$2,000**
Construction Contract
Other:

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

Requestor: Helene Rouvier
Department/Program: People's Center / NAGPRA
Funding Source: NAGPRA Grant #06-12-GP-570

Table with 5 columns: Company Name, Date, Price, Contact/Phone, Indian. Row 1: Julian Lang, 2/29/2012, \$9,200 + travel, 707-839-4962, yes.

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

Handwritten note: need sections of grant that support being written in.

Comments: Julian Lang identified as participating consultant in grant application

** REQUIRED SIGNATURES **

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

Requestor signature: Helene Rouvier
Chief Finance Officer signature: Laura Mayton

Date: 8/20/12
Date: 8-23-2012

Director of Administrative Programs & Compliance
Chairman

EPLS



Excluded Parties List System

**Search Results Excluded By
Individual : Julian Lang
State : CALIFORNIA
as of 20-Aug-2012 1:56 PM EDT**

Your search returned no results.

REQUEST FOR MODIFICATION OF PROGRAM PLAN/ STAFFING PLAN/ BUDGET

Requestor Name: Helene Rouvier Date: 7/10/2012

Department/ Program: People's Center / NAGPRA

Modification to: ~Plan ~ Staff ~ Budget

~ Other Describe: _____

Effective Dates: July 1, 2012 - July 31, 2014

Affected Funding Sources (BIA, IHS Compacts, or Contract Title and Number:

NPS NAGPRA Documentation/Consultation Grant #06-12-GP-570

Affected Accounting Codes _____

Narrative Justification-Please describe reasons for requested modification.

SEE ATTACHED

Description	Account Number	Increase/ Decrease	
SALARIES	7015	\$ -	\$ 29,000.00
FICA/ MCARE	7101	\$ -	\$ 2,218.50
SUTA	7102	\$ -	\$ 434.00
WKMNS COMP	7103	\$ -	\$ 323.54
RETIREMENT	7105	\$ -	\$ 1,450.00
TRAVEL/TRAINING	7300	\$ -	\$ 7,857.00
SUPPLIES	7500	\$ -	\$ 2,700.00
OTHER COSTS (services/stipends)		\$ -	\$ 7,900.00
CONTRACTUAL	7601	\$ -	\$ 17,200.00
EMPLOYEE HEALTH INS	7601.05	\$ -	\$ 5,089.96
IDC	9999	\$ -	\$ 14,500.00
		\$ -	\$ 88,673.00

SIGNATURES

Requestor _____

Chief Financial Officer _____

Contract Compliance _____

Tribal Chairperson _____

* If this request is for line item adjustments and transfers that do not affect a program's overall budget or staff salaries/ wages, submit directly to the Chief Financial Officer.

**** IF A CONTRACT MODIFICATION FORM OR PERSONNEL ACTION IS REQUIRED, PLEASE ATTACH.**

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract Number Assigned: 12-C-114
MOU
Agreement

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

Requestor: Helene Rouvier Date: August 20, 2012

Department/Program: People's Center / NAGPRA

Name of Contractor or Parties to Agreement: Bari Talley

Effective Dates (From/To): August 23, 2012 / July 31, 2014

Amount of Contract: \$4,000

Funding Source: NAGPRA Grant #06-12-GP-570

Brief Description of Purpose:
To edit, revise, and prepare final draft video recording of documentation/consultation visit at Autry Museum.
Work with videographer Geena Talley to review footage, keep copies of original unedited footage for Tribal and Grant records. Due to advertized 19% TERO fee will remain. *[Signature]*
** REQUIRED SIGNATURES **

Helene Rouvier
Requestor *8/20/12*
Date

Laura Mayton
**Chief Financial Officer *10-29-2012*
Date

[Signature]
**Director, Administrative Programs & Compliance *10/29/2012*
Date

Dion Wood
**Director of Self Governance(MOU/MOA) or TERO (Contracts) *10-30-12*
Date

Other Date

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract x Number Assigned: 12-C-114
MOU []
Agreement []

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

Requestor: Helene Rouvier Date: August 20, 2012

Department/Program: People's Center / NAGPRA

Name of Contractor or Parties to Agreement: Bari Talley

Effective Dates (From/To): August 23, 2012 / July 31, 2014

Amount of Contract: \$4,000

Funding Source: NAGPRA Grant #06-12-GP-570

Brief Description of Purpose: To edit, revise, and prepare final draft video recording of documentation/consultation visit at Autry Museum. Work with videographer Geena Talley to review footage, keep copies of original unedited footage for Tribal and Grant records.

** REQUIRED SIGNATURES **

Requestor: Helene Rouvier Date: 8/20/12

**Chief Financial Officer: Laura Mayton Date: 8-23-2012

**Director, Administrative Programs & Compliance Date

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

Other Date

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Contract Number: 12-C-114

This Agreement, dated as of November 8, 2012, is between the Karuk Tribe (hereinafter “the TRIBE”) and Bari Talley (hereinafter “INDEPENDENT CONTRACTOR”), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from November 8, 2012 to July 31, 2014.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, Five thousand two hundred eleven dollars and zero cents (\$5,211.00). All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. The Tribal staff person responsible for overseeing this Agreement and approving invoices for payment shall be the People’s Center Coordinator and/or Authorized Designee.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney’s fees for Independent Contractor’s negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any required public liability, public damage and/or Worker’s Compensation Insurances shall be the sole responsibility of the Independent Contractor.

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

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three (3) year period preceding this Agreement had one or more public (Federal, State or local) transactions terminated for cause or default.
16. **Applicable Law:** This Agreement shall be governed by the laws of the United States of America and by Karuk Tribal law. In the absence of Federal or Tribal law, relevant laws of the State of California shall be applicable. Independent Contractor is required to comply with Office of Management and Budget Circular A-102 and is responsible for understanding and compliance with applicable grant administration requirements as set forth in the Federal agency codifications of the grants management common rule. This provision is not intended to waive the Tribe's sovereign immunity status or submit the Tribe to any jurisdiction inconsistent with such status.
 17. **Indian Preference:** This Contract shall be executed in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding source requirements.
 18. **Tribal Employment Rights Ordinance (TERO):** Independent Contractor acknowledges that a one percent (1%) TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500.00.
 19. **Sovereign Immunity:** Nothing in this Agreement shall be construed or interpreted to relinquish the sovereign immunity of the Tribe.

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

INDEPENDENT CONTRACTOR

Bari Talley
P.O. Box 175
Orleans, CA 95556
(530) 627-3081
SSN: 223-98-3964

KARUK TRIBE

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

Signature and Date

Signature and Date

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

Excerpt from the Native American Graves Protection and Repatriation Action FY2012 Grant Application funded as the NPS NAGPRA Documentation/Consultation grant #06-12-GP-570.

Section 2. Project Description (continued)

- C. **Personnel Qualifications.** Who will carry out the Project Activities? List all project personnel, including consultants. Describe their responsibilities and the amount of time each will dedicate to the project. If particular individuals have already been identified to participate in the project, briefly describe how their experience and qualifications are appropriate to successfully achieve the stated objectives. If you plan to hire new personnel or consultant(s), describe the criteria that will be used to competitively select these individuals or services. ***All Federal grants require consultants to be competitively selected*** (see page 14 of the guidelines for more information). **Attach brief resumes** (no more than 2 pages) for project personnel and position descriptions for personnel still to be chosen.

Helene Rouvier, Karuk People's Center Coordinator will be implementing the project. Helene will be responsible for reporting, monitoring progress, developing contracts with consultants, coordinating meetings, guiding and directing the Museum Registrar, and developing the final report for the project.

Helene Rouvier works for the Karuk Tribe as the People's Center Coordinator and Tribal Historic Preservation Officer. She has also worked for the Wiyot Tribe in Loleta, CA as the Cultural Director and Tribal Historic Preservation Officer, and the Mechoopda Maidu in Chico, California. Helene's museum experience includes internships at the Clarke Historical Museum and the Phoebe Hearst Museum of Anthropology. In addition, Helene has worked in culture resource management for several years, conducting fieldwork in various locations throughout the West. Throughout her professional life, Helene has been responsible for budgetary and grants management, and has successfully administered programs for cultural revitalization. She has developed close relationships with a number of cultural practitioners committed to continuing Karuk traditions and arts. These networks will support successful projects for living arts.

Leaf Hillman, will serve as a cultural consultant. Leaf is descended from a prominent dance owning family from the Karuk Village of Pishpisharihuk, near Katimin, the Karuk center of the world. Today, this place is referred to as Somes Bar. Leaf was bequeathed stewardship over the dances by an uncle and trained to be a World Renewal Priest when he was 14. Today, Leaf continues the tradition of administering the ceremonies and associated dances in cooperation with other dance owners. These ceremonies are part of Pikyowish, or Karuk annual world renewal, whereby the world is remade each year using a formula prescribed to the Karuk people by the Creator at the beginning of time. It is due to this history that Mr. Hillman is well suited for the role of male cultural consultant in this process.

Wilverna Reece (aka Verna) was born in Yreka, California in 1946. She started weaving in 1979 in Happy Camp, CA. Her teachers were Grace and Madeline Davis. She has been teaching for 20 years or more. Verna has demonstrated weaving in Washington DC, at the Clarke Museum in Eureka, California, at the California Indian Basketweavers Association; for Coos Bay Tribes, Boy Scouts in Virginia, and at the Sacramento Museum. It is because of her extensive knowledge and experience of Karuk Baskets and Culture that she is perfectly suited to serve as female cultural consultant for the project.

Geena and Bari Talley, this mother-daughter team has been very successful in creating videos through recording Karuk Elders and Culture Consultants. They participated in the Karuk Voices-Oral History Project in 2010. They are both Karuk Tribal Members and have a strong relationship with their culture. This unique team will build capacity within the Karuk Tribal Membership, as well as bring a vibrant and unique aspect to the documentation. Ms. Geena Talley will attend the 3-day Consultation to video-record the consultation. Bari and Geena Talley will be tasked with editing, revising, and preparing the final draft of the Consultation/Documentation Video.

Julian Lang, Julian Lang is a Karuk Tribal member and a fluent speaker of the language. He was surrounded by Karuk Language in the home until he was 12 years old. At that time he began to actively study the Karuk Language. He has been teaching the language since 1980. It is this unique expertise that makes him a critical resource for this project. He will photograph Karuk items during the consultation and documentation session. He will then be responsible for developing a booklet to document the Consultation/Documentation Session. Mr. Lang is currently developing a similar booklet for the Clarke Museum. The booklet will include text about the Karuk Tribe and captions for the items—using Karuk Language as necessary to make the document culturally relevant.

Section 2. Project Description (continued)

D. Schedule of Completion. Consultation/Documentation grant projects must be completed within 24 months. Repatriation Grant projects must be completed within 12 months. Using a table or outline format, list each objective, the major activities needed to complete the objective, and the timeframe associated with each activity.

Objective 1: Provide NAGPRA training for new People’s Center Advisory Committee member museum registrar.

ACTIVITY	MO.
Identify NAGPRA Training with an emphasis on Introduction to NAGPRA and/or new NAGPRA regulations for Determining Cultural Affiliation such as the NAGPRA: Determining Cultural Affiliation presented through the National Preservation Institute in Denver Colorado.	1
Send new People’s Center Advisory Committee Member and Museum Registrar to the training.	1,2
Training Attendees give overview and refresher report to People’s Center Advisory Committee on what was learned in training.	1,2

Objective 2 Consultation with Autry National Center to identify, evaluate, and document Karuk items.

ACTIVITY	MO.
Notify Autry National Center of NAGPRA award.	1
Develop contracts with elder/cultural experts who will assist the People’s Center Coordinator and Youth Council Member to consult and document process.	2
Phone/In Person Coordination with Autry National Center and Elder/Cultural experts for specifics	7
Full 3-day visit to Autry National Center based on recommendations from staff at the Autry National Center.	8-10
Follow-up meeting with People’s Center Advisory Committee to discuss items reviewed and supplement documentation information.	11
Develop Draft Documentation Video and Booklet narrative with Karuk Language included.	9-12
Present Video and booklet to Tribal Council and People’s Center Advisory Committee.	13
Develop Final Version of Video and Booklet and make copies for Karuk Library, collaborating museums including the Autry National Center, and NAGPRA for reference, guidance, and information.	14

Objective 3 Develop Priority and Action List for repatriation of items.

ACTIVITY	MO.
Hold meeting with People’s Center Advisory Committee upon completion of testing and develop repatriation priority list	11
Make claims for Karuk items	12-14

Objective 4 Determine if and to what extent hazardous and harmful contamination exists on Karuk items.

ACTIVITY	MO.
Consult and coordinate with Autry National Center for testing on Karuk items.	14
Test items at Autry National Center	15-20
Get report from Autry National Center on Karuk items	21
Develop Excel Database of Karuk Items at Autry National Center	24

Compensation Breakdown:

\$4,000.00 for service activities

\$1,211.00 for travel expenses

\$5,211.00 Total Contract

PROCUREMENT DOCUMENTATION

Check One: Small Purchase (less than \$5,000) **Date:** 8/20/2012
 Large Purchase (more than \$5,000)**
 Independent Contractor Agreement Under \$2,000
 x Independent Contractor Agreement Over \$2,000**
 Construction Contract
 Other: _____

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

Requestor: Helene Rouvier
Department/Program: People's Center / NAGPRA
Funding Source: NAGPRA Grant #06-12-GP-570

COMPARATIVE SUMMARY (Minimum of Three Required)				
Company Name	Date	Price	Contact/Phone	Indian
Bari Talley	2/24/2012	\$4,000	530-627-3996	yes

Name of Selected Vendor: Bari Talley

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

Need grant documentation to support

Comments: Bari Talley identified as participating consultant in grant application

**** REQUIRED SIGNATURES ****

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

Helene Rouvier
Requestor

8/20/12
Date

Laura Mayton
Chief Finance Officer

8-23-2012
Date

Director of Administrative Programs & Compliance

Date

Chairman

Date

REQUEST FOR MODIFICATION OF PROGRAM PLAN/ STAFFING PLAN/ BUDGET

Requestor Name: Helene Rouvier Date: 7/10/2012

Department/ Program: People's Center / NAGPRA

Modification to: ~Plan ~ Staff ~ Budget

~ Other Describe: _____

Effective Dates: July 1, 2012 - July 31, 2014

Affected Funding Sources (BIA, IHS Compacts, or Contract Title and Number:

NPS NAGPRA Documentation/Consultation Grant #06-12-GP-570

Affected Accounting Codes _____

Narrative Justification-Please describe reasons for requested modification.

SEE ATTACHED

Description	Account Number	Increase/ Decrease		
SALARIES	7015	\$	-	\$ 29,000.00
FICA/ MCARE	7101	\$	-	\$ 2,218.50
SUTA	7102	\$	-	\$ 434.00
WKMNS COMP	7103	\$	-	\$ 323.54
RETIREMENT	7105	\$	-	\$ 1,450.00
TRAVEL/TRAINING	7300	\$	-	\$ 7,857.00
SUPPLIES	7500	\$	-	\$ 2,700.00
OTHER COSTS (services/stipends)		\$	-	\$ 7,900.00
CONTRACTUAL	7601	\$	-	\$ 17,200.00
EMPLOYEE HEALTH INS	7601.05	\$	-	\$ 5,089.96
IDC	9999	\$	-	\$ 14,500.00
		\$	-	\$ 88,673.00

SIGNATURES

Requestor _____

Chief Financial Officer _____

Contract Compliance _____

Tribal Chairperson _____

* If this request is for line item adjustments and transfers that do not affect a program's overall budget or staff salaries/ wages, submit directly to the Chief Financial Officer.

**** IF A CONTRACT MODIFICATION FORM OR PERSONNEL ACTION IS REQUIRED, PLEASE ATTACH.**



Excluded Parties List System

**Search Results Excluded By
Individual : Bari Talley
State : CALIFORNIA
as of 20-Aug-2012 1:58 PM EDT**

Your search returned no results.

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract Number Assigned: 12-C-116
MOU
Agreement

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

Requestor: Helene Rouvier Date: August 20, 2012

Department/Program: People's Center / NAGPRA

Name of Contractor or Parties to Agreement: Geena Talley

Effective Dates (From/To): August 23, 2012 / July 31, 2014

Amount of Contract: \$4,000 plus travel not to exceed \$1,211

Funding Source: NAGPRA Grant #06-12-GP-570

Brief Description of Purpose:

Travel to Autry Center and video record the documentation/consultation visit. Ensure the video recording equipment is working as needed. Work with Bari Talley to edit, revise, and prepare final draft video of visit.

Due to advertized 1% TERO fee will remain. **REQUIRED SIGNATURES** \$52.11

Helene Rouvier
Requestor *8/20/12*
Date

Laura Mayton
**Chief Financial Officer *10-29-2012*
Date

[Signature]
**Director, Administrative Programs & Compliance *10/29/2012*
Date

Quon Wood
**Director of Self Governance(MOU/MOA) or TERO (Contracts) *10-30-12*
Date

Other Date

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract x Number Assigned: 12-C-116
MOU []
Agreement []

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

Requestor: Helene Rouvier Date: August 20, 2012

Department/Program: People's Center / NAGPRA

Name of Contractor or Parties to Agreement: Geena Talley

Effective Dates (From/To): August 23, 2012 / July 31, 2014

Amount of Contract: \$4,000 plus travel not to exceed \$1,211

Funding Source: NAGPRA Grant #06-12-GP-570

Brief Description of Purpose: Travel to Autry Center and video record the documentation/consultation visit. Ensure the video recording equipment is working as needed. Work with Bari Talley to edit, revise, and prepare final draft video of visit.

** REQUIRED SIGNATURES **

Helene Rouvier (signature) 8/20/12 Date

Laura Mayton (signature) 8-23-2012 Date
**Chief Financial Officer

**Director, Administrative Programs & Compliance Date

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

Other Date

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Contract Number: 12-C-116

This Agreement, dated as of November 8, 2012, is between the Karuk Tribe (hereinafter "the TRIBE") and Geena Talley (hereinafter "INDEPENDENT CONTRACTOR"), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from November 8, 2012 to July 31, 2014.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, Five Thousand Two Hundred Eleven Dollars and Zero Cents (\$5,211.00). All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. The Tribal staff person responsible for overseeing this Agreement and approving invoices for payment shall be the People's Center Coordinator or authorized representative.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney's fees for Independent Contractor's negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any required public liability, public damage and/or Worker's Compensation Insurances shall be the sole responsibility of the Independent Contractor.

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

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three (3) year period preceding this Agreement had one or more public (Federal, State or local) transactions terminated for cause or default.
16. **Applicable Law:** This Agreement shall be governed by the laws of the United States of America and by Karuk Tribal law. In the absence of Federal or Tribal law, relevant laws of the State of California shall be applicable. Independent Contractor is required to comply with Office of Management and Budget Circular A-102 and is responsible for understanding and compliance with applicable grant administration requirements as set forth in the Federal agency codifications of the grants management common rule. This provision is not intended to waive the Tribe's sovereign immunity status or submit the Tribe to any jurisdiction inconsistent with such status.
 17. **Indian Preference:** This Contract shall be executed in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding source requirements.
 18. **Tribal Employment Rights Ordinance (TERO):** Independent Contractor acknowledges that a one percent (1%) TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500.00.
 19. **Sovereign Immunity:** Nothing in this Agreement shall be construed or interpreted to relinquish the sovereign immunity of the Tribe.

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

INDEPENDENT CONTRACTOR

Geena Talley
P.O. Box 175
Orleans, CA 95556
(530) 627-3996
SSN: 539-37-0667

KARUK TRIBE

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

Signature and Date

Signature and Date

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

Excerpt from the Native American Graves Protection and Repatriation Action FY2012 Grant Application funded as the NPS NAGPRA Documentation/Consultation grant #06-12-GP-570.

Section 2. Project Description (continued)

C. Personnel Qualifications. Who will carry out the Project Activities? List all project personnel, including consultants. Describe their responsibilities and the amount of time each will dedicate to the project. If particular individuals have already been identified to participate in the project, briefly describe how their experience and qualifications are appropriate to successfully achieve the stated objectives. If you plan to hire new personnel or consultant(s), describe the criteria that will be used to competitively select these individuals or services. *All Federal grants require consultants to be competitively selected* (see page 14 of the guidelines for more information). **Attach brief resumes** (no more than 2 pages) for project personnel and position descriptions for personnel still to be chosen.

3. Helene Rouvier, Karuk People's Center Coordinator will be implementing the project.
4. Helene will be responsible for reporting, monitoring progress, developing contracts with consultants, coordinating meetings, guiding and directing the Museum Registrar, and developing the final report for the project.
- 5.
6. Helene Rouvier works for the Karuk Tribe as the People's Center Coordinator and Tribal Historic Preservation Officer. She has also worked for the Wiyot Tribe in Loleta, CA as the Cultural Director and Tribal Historic Preservation Officer, and the Mechoopda Maidu in Chico, California. Helene's museum experience includes internships at the Clarke Historical Museum and the Phoebe Hearst Museum of Anthropology. In addition, Helene has worked in culture resource management for several years, conducting fieldwork in various locations throughout the West. Throughout her professional life, Helene has been responsible for budgetary and grants management, and has successfully administered programs for cultural revitalization. She has developed close relationships with a number of cultural practitioners committed to continuing Karuk traditions and arts. These networks will support successful projects for living arts.

Leaf Hillman, will serve as a cultural consultant. Leaf is descended from a prominent dance owning family from the Karuk Village of Pishpisharihuk, near Katimin, the Karuk center of the world. Today, this place is referred to as Somes Bar. Leaf was bequeathed stewardship over the dances by an uncle and trained to be a World Renewal Priest when he was 14. Today, Leaf continues the tradition of administering the ceremonies and associated dances in cooperation with other dance owners. These ceremonies are part of Pikyowish, or Karuk annual world renewal, whereby the world is remade each year using a formula prescribed to the Karuk people by the Creator at the beginning of time. It is due to this history that Mr. Hillman is well suited for the role of male cultural consultant in this process.

Wilverna Reece (aka Verna) was born in Yreka, California in 1946. She started weaving in 1979 in Happy Camp, CA. Her teachers were Grace and Madeline Davis. She has been teaching for 20 years or more. Verna has demonstrated weaving in Washington DC, at the Clarke Museum in Eureka, California, at the California Indian Basketweavers Association; for Coos Bay Tribes, Boy Scouts in Virginia, and at the Sacramento Museum. It is because of her extensive knowledge and experience of Karuk Baskets and Culture that she is perfectly suited to serve as female cultural consultant for the project.

Geena and Bari Talley, this mother-daughter team has been very successful in creating videos through recording Karuk Elders and Culture Consultants. They participated in the Karuk Voices-Oral History Project in 2010. They are both Karuk Tribal Members and have a strong relationship with their culture. This unique team will build capacity within the Karuk Tribal Membership, as well as bring a vibrant and unique aspect to the documentation. Ms. Geena Talley will attend the 3-day Consultation to video-record the consultation. Bari and Geena Talley will be tasked with editing, revising, and preparing the final draft of the Consultation/Documentation Video.

Julian Lang, Julian Lang is a Karuk Tribal member and a fluent speaker of the language. He was surrounded by Karuk Language in the home until he was 12 years old. At that time he began to actively study the Karuk Language. He has been teaching the language since 1980. It is this unique expertise that makes him a critical resource for this project. He will photograph Karuk items during the consultation and documentation session. He will then be responsible for developing a booklet to document the Consultation/Documentation Session. Mr. Lang is currently developing a similar booklet for the Clarke Museum. The booklet will include text about the Karuk Tribe and captions for the items—using Karuk Language as necessary to make the document culturally relevant.

Section 2. Project Description (continued)

D. Schedule of Completion. Consultation/Documentation grant projects must be completed within 24 months. Repatriation Grant projects must be completed within 12 months. Using a table or outline format, list each objective, the major activities needed to complete the objective, and the timeframe associated with each activity.

Objective 1: Provide NAGPRA training for new People’s Center Advisory Committee member museum registrar.

ACTIVITY	MO.
Identify NAGPRA Training with an emphasis on Introduction to NAGPRA and/or new NAGPRA regulations for Determining Cultural Affiliation such as the NAGPRA: Determining Cultural Affiliation presented through the National Preservation Institute in Denver Colorado.	1
Send new People’s Center Advisory Committee Member and Museum Registrar to the training.	1,2
Training Attendees give overview and refresher report to People’s Center Advisory Committee on what was learned in training.	1,2

Objective 2 Consultation with Autry National Center to identify, evaluate, and document Karuk items.

ACTIVITY	MO.
Notify Autry National Center of NAGPRA award.	1
Develop contracts with elder/cultural experts who will assist the People’s Center Coordinator and Youth Council Member to consult and document process.	2
Phone/In Person Coordination with Autry National Center and Elder/Cultural experts for specifics	7
Full 3-day visit to Autry National Center based on recommendations from staff at the Autry National Center.	8-10
Follow-up meeting with People’s Center Advisory Committee to discuss items reviewed and supplement documentation information.	11
Develop Draft Documentation Video and Booklet narrative with Karuk Language included.	9-12
Present Video and booklet to Tribal Council and People’s Center Advisory Committee.	13
Develop Final Version of Video and Booklet and make copies for Karuk Library, collaborating museums including the Autry National Center, and NAGPRA for reference, guidance, and information.	14

Objective 3 Develop Priority and Action List for repatriation of items.

ACTIVITY	MO.
Hold meeting with People’s Center Advisory Committee upon completion of testing and develop repatriation priority list	11
Make claims for Karuk items	12-14

Objective 4 Determine if and to what extent hazardous and harmful contamination exists on Karuk items.

ACTIVITY	MO.
Consult and coordinate with Autry National Center for testing on Karuk items.	14
Test items at Autry National Center	15-20
Get report from Autry National Center on Karuk items	21
Develop Excel Database of Karuk Items at Autry National Center	24

Compensation Breakdown:

\$4,000.00 for service activities

\$1,211.00 for travel expenses

\$5,211.00 Total Contract

PROCUREMENT DOCUMENTATION

Check One: Small Purchase (less than \$5,000) **Date:** 8/20/2012
 Large Purchase (more than \$5,000)**
 Independent Contractor Agreement Under \$2,000
 Independent Contractor Agreement Over \$2,000**
 Construction Contract
 Other: _____

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

Requestor: Helene Rouvier
Department/Program: People's Center / NAGPRA
Funding Source: NAGPRA Grant #06-12-GP-570

COMPARATIVE SUMMARY (Minimum of Three Required)				
Company Name	Date	Price	Contact/Phone	Indian
Geena Talley	2/24/2012	4000 + travel	530-627-3996	yes

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

Need grant sections for Ms. Talley being written in.
[Signature]

Comments: Geena Talley identified as participating consultant in grant application

**** REQUIRED SIGNATURES ****

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

[Signature: Helene Rouvier]
 Requestor

8/20/12
 Date

[Signature: Laura Mayton]
 Chief Finance Officer

8-23-2012
 Date

 Director of Administrative Programs & Compliance

 Date

 Chairman

 Date

**Search Results Excluded By
Individual : Geena Talley
State : CALIFORNIA
as of 20-Aug-2012 2:00 PM EDT**

Your search returned no results.

REQUEST FOR MODIFICATION OF PROGRAM PLAN/ STAFFING PLAN/ BUDGET

Requestor Name: Helene Rouvier Date: 7/10/2012

Department/ Program: People's Center / NAGPRA

Modification to: ~Plan ~ Staff ~ Budget

~ Other Describe: _____

Effective Dates: July 1, 2012 - July 31, 2014

Affected Funding Sources (BIA, IHS Compacts, or Contract Title and Number:

NPS NAGPRA Documentation/Consultation Grant #06-12-GP-570

Affected Accounting Codes _____

Narrative Justification-Please describe reasons for requested modification.

SEE ATTACHED

Description	Account Number	Increase/ Decrease		
SALARIES	7015	\$	-	\$ 29,000.00
FICA/ MCARE	7101	\$	-	\$ 2,218.50
SUTA	7102	\$	-	\$ 434.00
WKMNS COMP	7103	\$	-	\$ 323.54
RETIREMENT	7105	\$	-	\$ 1,450.00
TRAVEL/TRAINING	7300	\$	-	\$ 7,857.00
SUPPLIES	7500	\$	-	\$ 2,700.00
OTHER COSTS (services/stipends)		\$	-	\$ 7,900.00
CONTRACTUAL	7601	\$	-	\$ 17,200.00
EMPLOYEE HEALTH INS	7601.05	\$	-	\$ 5,089.96
IDC	9999	\$	-	\$ 14,500.00
		\$	-	\$ 88,673.00

SIGNATURES

Requestor _____

Chief Financial Officer _____

Contract Compliance _____

Tribal Chairperson _____

* If this request is for line item adjustments and transfers that do not affect a program's overall budget or staff salaries/ wages, submit directly to the Chief Financial Officer.

**** IF A CONTRACT MODIFICATION FORM OR PERSONNEL ACTION IS REQUIRED, PLEASE ATTACH.**

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

Karuk Tribe



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

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

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: Contract Karuk Tribe Number Assigned: 13-C-010
 MOU
 Agreement Funder/Agency Assigned: _____
 Amendment Prior Amendment: _____

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

Requestor: Patricia White Date: November 16, 2012

Department/Program: KTHHSP-RPMS

Name of Contractor or Parties: Cimarron Medical Informatics, LLC

Effective Dates (From/To): From within 30 days of award of contract To: one year period after implementation of the interface

Amount of Original: \$8,500
Amount of Modification: \$200,170 \$170.00 for TERO (2%)
Total Amount: ~~\$8,700~~ 8,670

Funding Source: 3000-41-7500.01 (\$4350.00) and 3000-42.7500.01 (\$4350.00)

Special Conditions/Terms:

Reference Contract/Agreement dated November 8, 2012- RPMS-Dentrix Interface implementation including licensing and software. Originally approved on 11/8/2012, per email vendor was not aware of the 2% TERO tax. **REQUIRED SIGNATURES** ** Contract amount increased to cover TERO tax.

Patricia White Requestor 11-16-12 Date

Laura Mayton **Chief Financial Officer 11-16-2012 Date

[Signature] **Director, Administrative Programs & Compliance 11/19/2012 Date

[Signature] **Director of Self Governance(MOU/MOA) or TERO (Contracts) 11-20-2012 Date

Other _____ Date _____

Tiffany S. Ashworth

From: Patti White
Sent: Tuesday, November 20, 2012 1:11 PM
To: Tiffany S. Ashworth; Dion Wood
Subject: FW: Karuk and Dentrax interface

I sent a message to Bill Mason at Cimarron. He agrees to the change in the contract to \$8,670.00. Please put the paperwork in my box. I will arrange to take to Council for approval.

Patti

“There is no short cut to achievement. Life requires thorough preparation -- veneer isn't worth anything.” George Washington Carver

Patricia White
RPMS Site Manager
Karuk Tribal Health and Human Services Program
P.O. Box 1016
Happy Camp, CA 96039
pwhite@karuk.us
Phone: (530) 493-1600 ext 2053
Toll Free (800) 505-2785 ext 2053

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From: BILLMASON@aol.com [mailto:BILLMASON@aol.com]
Sent: Tuesday, November 20, 2012 1:05 PM
To: Patti White
Subject: Re: Karuk and Dentrax interface

Patti -

Absolutely. I just made it \$8,700 to have a round number.

Bill

In a message dated 11/20/2012 1:38:45 P.M. US Mountain Standard Time, pwhite@karuk.us writes:

Bill,

I sent the information back to our contract compliance officer and TERO department and received this back from them.

“After review of the information, the quote is for \$8,500; however, due to the 2% TERO fee issue, the vendor upped the contract amount for the “unexpected expense”. This unexpected expense only totals \$170.00; therefore the total contract amount is \$8,670.00.”

Will you agree to the total amount of \$8,670.00 for the contract? If so I will proceed with taking the contract back to our Council for signature.

Patti

“There is no short cut to achievement. Life requires thorough preparation -- veneer isn't worth anything.” George Washington Carver

Patricia White

RPMS Site Manager

Karuk Tribal Health and Human Services Program

P.O. Box 1016

Happy Camp, CA 96039

pwhite@karuk.us

Phone: (530) 493-1600 ext 2053

Toll Free (800) 505-2785 ext 2053

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From: BILLMASON@aol.com [mailto:BILLMASON@aol.com]

Sent: Tuesday, November 13, 2012 4:03 PM

To: Patti White

Subject: Re: Karuk and Dentrix interface

Thanks, Patti -

Will do.

Bill

In a message dated 11/13/2012 4:35:58 P.M. US Mountain Standard Time, pwhite@karuk.us writes:

I am going to take this back to the Health Board for the modification to change the amount from \$8500 to \$8700 to cover the 2% TERO Tax. I apologize for have not caught that before I sent to you. Please hang on to what I sent you and I will resend the corrected contract as soon as I can.

Thank you,

~Patti

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Patricia White

RPMS Site Manager

Karuk Tribal Health and Human Services Program

P.O. Box 1016

Happy Camp, CA 96039

pwhite@karuk.us

Phone: (530) 493-1600 ext 2153

Toll Free (800) 505-2785 ext 2153

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From: BILLMASON@aol.com [mailto:BILLMASON@aol.com]
Sent: Friday, November 09, 2012 3:30 PM
To: Patti White
Subject: Re: Karuk and Dentrux interface

Hi Patti -

Received the two documents - thank you.

We were not informed in advance that there is to be a 2% TERO Tax. If that is the case, our Proposal price must be modified from \$8,500 to \$8,700 to cover this unexpected expense.

If the TERO Tax does not need to be considered, then I will mark through it on the Contract and we can both initial the mark-through, and proceed as originally planned.

Please let me know how you wish to proceed.

Bill

In a message dated 11/9/2012 10:28:56 A.M. US Mountain Standard Time, pwhite@karuk.us writes:

The Karuk Tribal Health Board approved your proposal for the Dentrux-RPMS interface. Attached are scanned copies of the contract and a business associate agreement for your review. Please call or email me with any questions or concerns.

I will be mailing the originals to you today, for your signature. After you receive, review and sign where indicated. After you sign return the originals to my attention.

I would like to begin to prepare for this interface. Please forward any tips or suggestion to me that you may have. I do know that we may

have some issues with names that have been entered into the Dentrix system that may not match RPMS. I am going to start working with staff as soon as possible to make corrections.

I look forward to working with Cimarron on this project.

~Patti

“There is no short cut to achievement. Life requires thorough preparation -- veneer isn't worth anything.” George Washington Carver

Patricia White

RPMS Site Manager

Karuk Tribal Health and Human Services Program

P.O. Box 1016

Happy Camp, CA 96039

pwhite@karuk.us

Phone: (530) 493-1600 ext 2153

Toll Free (800) 505-2785 ext 2153

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From: BILLMASON@aol.com [<mailto:BILLMASON@aol.com>]
Sent: Wednesday, October 31, 2012 3:11 PM
To: Patti White
Subject: Re: Karuk and Dentrix interface

Sorry, Patti -

Not sure how that got left out. The corrected version is attached to this message.

Bill

In a message dated 10/31/2012 11:25:59 A.M. US Mountain Standard Time, pwhite@karuk.us writes:

Bill,

In the email from 10.24.2012 you said that there would be end-user support for a period of one year from implementation, yet this not included in your proposal letter.

Could you please add this to the letter and resubmit to me.

I am preparing my item to submit to our Health Board.

Thank you,

Patti

“There is no short cut to achievement. Life requires thorough preparation -- veneer isn't worth anything.” George Washington Carver

Patricia White

RPMS Site Manager

Karuk Tribal Health and Human Services Program

P.O. Box 1016

Happy Camp, CA 96039

pwhite@karuk.us

Phone: (530) 493-1600 ext 2153

Toll Free (800) 505-2785 ext 2153

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From: BILLMASON@aol.com
[mailto:BILLMASON@aol.com]
Sent: Friday, October 26, 2012 3:31 PM
To: Patti White; Cimarronmi@aol.com
Subject: Re: Karuk and Dentrix interface

Patti -

If both locations operate off of the same RPMS server, there would be only the one cost for the organization.

Bill

In a message dated 10/26/2012 10:35:44 A.M. US Mountain Standard Tim, pwhite@karuk.us writes:

We have two dental locations. Would the cost and licensing be per location, or for the organization?

~Patti

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Patricia White

RPMS Site Manager

*Karuk Tribal Health and Human Services
Program*

P.O. Box 1016

Happy Camp, CA 96039

pwhite@karuk.us

Phone: (530) 493-1600 ext 2153

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From: BILLMASON@aol.com
[mailto:BILLMASON@aol.com]
Sent: Thursday, October 25, 2012 3:19 PM
To: Patti White; Cimarronmi@aol.com
Subject: Re: Karuk and Dentrix interface

Patti -

Our proposal is attached. Please
acknowledge receipt - thanks.

Bill

In a message dated 10/24/2012 3:20:36 P.M. US Mountain Standard Time, pwhite@karuk.us writes:

Yes, please give us a formal proposal. We want to move ahead with this.

Thank you,

~Patti

“There is no short cut to achievement. Life requires thorough preparation -- veneer isn't worth anything.” George Washington Carver

Patricia White

RPMS Site Manager

Karuk Tribal Health and Human Services Program

P.O. Box 1016

Happy Camp, CA 96039

pwhite@karuk.us

Phone: (530) 493-1600 ext 2153

Toll Free (800) 505-2785 ext 2153

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reply email and delete this message.*

From: BILLMASON@aol.com
[mailto:BILLMASON@aol.com]
Sent: Wednesday, October 24,
2012 3:15 PM
To: Patti White;
cimarronmi@aol.com;
karen@mundy.com;
cmimark@me.com;
cima@paulbunyan.net
Subject: Re: Karuk and Dentrix
interface

Hello Patti -

The Cimarron RPMS-Dentrix
Interface costs \$8,500. This
includes installation, testing with
Dentrix, implementation, and
software maintenance and end-
user support for a period of one
year from implementation.

If you would like a formal proposal,
please let me know.

Bill Mason

In a message dated 10/24/2012
11:55:32 A.M. US Mountain
Standard Time, pwhite@karuk.us
writes:

Thank you. At this time
the clerks are still doing
data entry into the RPMS
dental package after the

Dentrix visit is completed by the provider. We are very interested in getting more information on an interface.

~Patti

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Patricia White

RPMS Site Manager

Karuk Tribal Health and Human Services Program

P.O. Box 1016

Happy Camp, CA 96039

pwhite@karuk.us

Phone: (530) 493-1600 ext 2153

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*sender by reply email and
delete this message.*

From: Thomas Love
[mailto:cimarronmi@aol.com]
Sent: Wednesday,
October 24, 2012 11:49
AM
To: karen@mundy.com;
cmimark@me.com;
cima@paulbunyan.net
Cc:
BILLMASON@aol.com;
Patti White
Subject: Re: Karuk and
Dentrix interface

Karen, Patti,

We - Cimarron - developed the first dental interface and Dentrix was selected by IHS as the preferred commercial dental systems. We continue to support the interface in a few places though most have switched to the official IHS version of the Dentrix/ RPMS interface. Very simply, the RPMS side of the interface sends patient demographic information from RPMS to the Dentrix side for every new patient added via pat. reg. and every time a patient's demographic data is updated.

The Dentrix side sends the dental procedure data to RPMS for each patient dental procedure recorded in Dentrix. The RPMS

side then adds the dental procedure data to the V DENTAL file in PCC and the DENTAL PROCEDURE file in the Dental package so that the dental data is available for health summaries and reporting from both PCC and Dental package reports.

I'll have to defer to Bill in terms of the cost for the Cimarron/RPMS side of the interface.

Tom Love

Cimarron Medical
Informatics

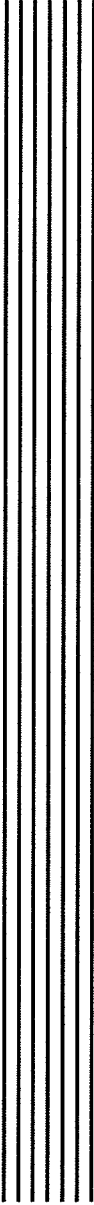
907-783-3343
cimarronmi@aol.com

-----Original Message-----

From: Karen
<karen@mundy.com>
To: Mark Williams
<cmimark@me.com>;
Dennis Yost
<cima@paulbunyan.net>;
Tom Love
<cimarronmi@aol.com>
Cc: Bill Mason
<BILLMASON@aol.com>;
Karen Mundy
<karen@mundy.com>;
pwhite
<pwhite@karuk.us>
Sent: Wed, Oct 24, 2012
10:25 am
Subject: Karuk and
Dentrix interface

Mark, Tom or Dennis,

Patti White at Karuk in CA is looking for information on a Dentrix interface. Would one of you be able to help her? I guess Karuk did not go



through the IHS channels
so now they are on their
own.

Karen L Mundy, BS, MT
(ASCP), CPC

Cimarron Medical
Informatics, LLC

karen@mundy.com

Office phone: 505-865-
6548

*** WARNING*** This
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November 2, 2012

History:

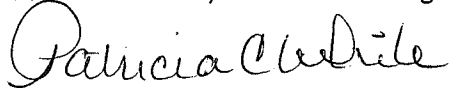
In 2012 the Dentrax Enterprise [electronic dental record (EDR)] software and implementation/set-up was purchased from Henry Schein Inc. In August a training and implementation was held at the Yreka Clinic. Dental began using the Dentrax product immediately following the training. This implementation and set up did not include an interface with RPMS. The interface is needed to link the EDR to the RPMS so that our patients' dental information is attached to their record in RPMS.

Justification:

There are currently only two sources for this interface, one is from IHS and the other is Cimarron Medical Informatics.

Because we did not go through the Indian Health Service's channels to purchase and implement Dentrax/EDR we are ineligible to use or obtain the interface that was built for their use. This leaves Cimarron Medical Informatics, LLC as the only source for this product.

Patricia C. White, RPMS Site Manager

A handwritten signature in cursive script that reads "Patricia C. White".



AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES
Contract Number: 13-C-010

This Agreement, dated as of November 29, 2012, is between the Karuk Tribe (hereinafter “the TRIBE”) and Cimarron Medical Informatics, LLC (hereinafter “INDEPENDENT CONTRACTOR”), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from within 30 working days of award of contract and to one year after implementation date of interface.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, Eight-thousand, Six-hundred, Seventy dollars and no/100 cents (\$8,670.00). All invoices must be submitted no later than thirty (30) days past the end date of this Agreement as stated in Clause 2 above. The RPMS Site Manager and/or Authorized Designee shall be responsible for overseeing this Agreement and approving invoices for payment.
4. **Claims for Compensation:** Independent Contractor agrees that he/she shall not be entitled to and shall not claim compensation for services performed under this Agreement from another federally funded source of compensation for the same work performed, same working hour(s) or same working day(s). It is further agreed by the Independent Contractor that any claim for compensation submitted in violation of this clause shall, if paid, be recoverable by the Tribe.
5. **Warranty, Indemnity and Hold Harmless:** Independent Contractor warrants and represents that it has every legal right to enter into the Agreement and to perform in accordance with its terms and that it is not and will not become a party to any Agreement with anyone else which would be in violation of the rights granted to the Tribe hereunder. Independent Contractor will indemnify and hold the Tribe harmless from and against any losses, damages and liabilities, including reasonable attorney’s fees for Independent Contractor’s negligent performance or unexcused failure to perform services under this agreement. The Tribe makes no warranty, indemnity or hold harmless agreement.
6. **Independent Contractor Status:** It is understood and agreed between the parties that the Tribe shall not be obligated to withhold any federal, state or local taxes from fees paid to the Independent Contractor, nor shall the Tribe have any liability for such withholding. Further, any required public liability, public damage, and/or Worker’s Compensation Insurances shall be the sole responsibility of the Independent Contractor.

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

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

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three (3) year period preceding this Agreement had one or more public (Federal, State or local) transactions terminated for cause or default.
16. **Applicable Law:** This Agreement shall be governed by the laws of the United States of America and by Karuk Tribal law. In the absence of Federal or Tribal law, relevant laws of the State of California shall be applicable. Independent Contractor is required to comply with Office of Management and Budget Circular A-102 and is responsible for understanding and compliance with applicable grant administration requirements as set forth in the Federal agency codifications of the grants management common rule. This provision is not intended to waive the Tribe's sovereign immunity status or submit the Tribe to any jurisdiction inconsistent with such status.
17. **Indian Preference:** This Contract shall be executed in accordance with the Indian Preference Act of 1934 (Title 25, USC, Section 47) and/or the Tribal Employment Rights Ordinance (TERO), based on funding source requirements.
18. **Tribal Employment Rights Ordinance (TERO):** Independent Contractor acknowledges that a two percent (2%) TERO fee will be imposed on the gross value of any contract initiated within the interior/exterior boundaries of the Karuk Ancestral Territory, provided that the total contract or annual gross revenues meet or exceed \$2,500.00.
19. **Sovereign Immunity:** Nothing in this Agreement shall be construed or interpreted to relinquish the sovereign immunity of the Tribe.

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

INDEPENDENT CONTRACTOR

Cimarron Medical Informatics, LLC
William B. Mason
6901 N. Gleneagles Drive
Tucson, AZ 85718
TIN/SSN: 86-0840182

KARUK TRIBE

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

Signature and Date

Signature and Date

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

Background:

Cimarron Medical Informatics has developed and refined RPMS software that facilitates interfacing the Dentrrix Dental Data System with the RPMS. The interface system provides functionality for passing patient registration information from the RPMS to Dentrrix and passing clinical information from Dentrrix to the RPMS Patient Care Component.

This contract or purchase order and its associated costs are for a single-facility software license for use of this Cimarron product by the Karuk Tribal Health Center.

Scope of Work:

Cimarron Medical Informatics will provide the following services to implement the RPMS-to-Dentrrix interface for your facility:

Install and checkout on the RPMS computer, all RPMS-to-Dentrrix interface software.

Transmit selected fields of the RPMS Patient File to the Dentrrix computer. This is a one-time activity at the beginning of the project that will result in the Dentrrix System having a complete patient file containing all patients registered in the RPMS.

Initiate the interface link which passes all registration transactions – new patients and modifications of existing patients – to the Dentrrix System.

Initiate the software link which receives and files dental services data from the Dentrrix System into the RPMS PCC.

Provide telephone orientation/training to the Dental Department and RPMS Site Manager in use of the interface.

Provide documentation of the interface.

Software maintenance and end-user support will be included for a period of one year from the date of implementation of the interface.

Period of Performance:

The interface system will be implemented and operational within 30 working days of award of this contract. This time frame is subject to the willingness and cooperation of Dentrrix staff to meet this time frame.

Refer to Proposal from William Mason, Cimarron Medical Informatics, LLC dated October 25, 2012.

Attachment A: Karuk Tribal Business Associate Agreement

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

Karuk Tribe **Business Associate Agreement** **Attachment "A"**

Attachment to Contract Number 13-C-010 –Dentrix/RPMS Interface

This Business Associate Agreement effective on November 29, 2012 is entered into by and between Cimarron Medical Informatics, LLC hereinafter referred to as the "Business Associate", and Karuk Tribe, hereinafter referred to as the "Covered Entity".

The purpose of this Agreement is to comply with the Standards for Privacy of Individually Identifiable Health Information ("Protected Health Information" or PHI) published on December 28, 2000, by the Secretary of the U.S. Department of Health and Human Services ("HHS") to amend 45CFR §Part 160 and §Part 164 (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

This Agreement sets forth the terms and conditions pursuant to which PHI that is provided, created, received, and or quarantined or ultimately destroyed by the Business Associate from or on behalf of the Covered Entity will be handled.

1. Services. The Business Associate provides implementation of software that facilitates interfacing the Dentrix Dental Data System to the Resource Patient Management System (RPMS) for the Covered Entity that may involve the use and disclosure of PHI. A disclosure of PHI could be accidental or incidental during the course of business.

2. Responsibilities of Business Associate. With regard to its use and/or disclosure of PHI, the Business Associate hereby agrees to safeguard reasonably all PHI from misuse as required by law. Further, to:

- (a) Use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise required by law;
- (b) Use reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and or disclosure of PHI.
- (c) Assist the Covered Entity and comply with the Business Associates duties to offer individuals access to health information and a history of certain disclosures.
- (d) Advise the Covered Entity when any breaches or violations have occurred.
- (e) Return to the Covered Entity, quarantine, or destroy, as requested by the Covered Entity, within thirty (30) days of the termination of this Agreement, all PHI in Business Associates possession. If information systems of Business Associate do not or cannot reasonably destroy all PHI, Business Associate agrees to quarantine PHI and hold in a state of enforced isolation, said PHI for a period of up to six (6) years. After six (6) years, quarantined PHI will be eligible for destruction.
- (f) Preserve, store, and/or destroy compiled PHI which become ordinary business records of BA. These are collected in the normal, ordinary course of business, in accordance with generally accepted standards for the preservation, storage, and/or destruction of said business records.

3. Term. This Agreement shall be come effective on the Effective Date and shall continue in effect until all obligations of the parties have been satisfied, unless terminated as provided herein or by mutual agreement of the parties.

4. Termination. The Covered Entity may immediately terminate this Agreement and any related agreement if it determines that the Business Associate has breached a material provision of this Agreement. Alternatively, the Covered Entity may choose to: provide the Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement. If termination is not feasible, the Covered Entity shall report the breach to the Secretary of HHS. This Agreement will automatically terminate without further action by the parties upon termination or expiration of the Business Associate Service Agreement. Said action to terminate and the extinguishment of all obligations herein shall be deemed and accepted as a release of any and all claims existing between the parties and shall be considered liquidated damages.

5. Amendments: Construction. This Agreement may not be modified nor shall any provision hereof be waived or amended except in a writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as bar to or waiver of any right or remedy as to subsequent events. Notwithstanding anything to the contrary, the purpose of this Agreement is to assist the Covered Entity in its HIPAA compliance requirements and nothing herein should be construed to add any additional rights or responsibilities to either party that is not specifically required by HIPAA, the Security Regulation, and/or the Privacy Regulation.

6. Other Agreements. This Agreement shall modify the any existing agreement between the parties. In any discrepancy between this Agreement and any other Agreement between the parties, the terms of this Agreement, with respect to issues of HIPAA law and PHI, shall prevail.

7. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

8. Governing Law. This Agreement shall be governed by the laws of the State of California.

Business Associate:
Cimarron Medical Informatics, LLC

Covered Entity:
Karuk Tribe

By: _____

By: _____

Print Name: William B. Mason

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

 To print, select File then Print from the browser menu.

Account Detail

ASHWORTH, TIFFANY 1641

Since Last Statement			
Previous Balance	\$1,598.43	Total Available Credit*	\$0.00†
Payments and Credits	\$0.00	Total Available Cash*	\$0.00†
Posted Transactions	\$1,180.20	Total Credit Limit	\$2,500.00
Total Pending Transactions	\$0.00	Total Cash Limit	\$500.00
New Balance*	\$2,778.63	Minimum Payment Due 12/01/2012	\$278.63

Since Last Statement			
Purchase Date	Post Date	Description	Amount
11/09/2012	11/13/2012	NORTHWEST TROPHY AND ENGR - 541-7721722, OR	\$43.00
11/10/2012	11/13/2012	BIGFOOT OUTLET STORE - HAPPY CAMP, CA	\$600.00
11/16/2012	11/19/2012	WAL-MART #1630 - YREKA, CA	\$123.27
11/16/2012	11/19/2012	WAL-MART #1630 - YREKA, CA	\$249.93
11/16/2012	11/19/2012	WAL-MART #1630 - YREKA, CA	\$125.00
11/19/2012	11/19/2012	OVERLIMIT FEE	\$39.00

* May not include some items pending for processing.

† Account is currently more than 30 days past due or credit not available at this time.

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Toz Soto DATE: 10/30/2012

DEPARTMENT: Fish/DNR
 DEADLINE: none AMOUNT: \$200,000 DATES FROM: 10/1/2012 TO: 10/1/2014

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

The proposal is for fisheries project funding through the Klamath River Inter-Tribal Fish and Water Commission.

REVIEW:	COMPLIANCE	CFO	OTHER:
NARRATIVE:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<i>Pay rates vary from actual!</i>
BUDGET:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
INDIRECT COST:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
MATCH	<input type="checkbox"/>	<input type="checkbox"/>	
DOCUMENTATION:	<input type="checkbox"/>	<input type="checkbox"/>	
TRIBAL RESOLUTION:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



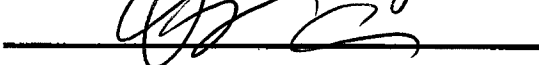
COMMENTS: No cost share required

COMPLIANCE: Need a Resolution
Check on hourly rate to see if recent COLA has been added

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*		DATE <u>10/30/12</u>
CFO*		DATE <u>11-20-2012</u>
COMPLIANCE*		DATE <u>11/19/2012</u>
CHAIRMAN	_____	DATE _____
OTHER	_____	DATE _____

Erin Hillman- Executive Director, KTHA
Report for Tribal Council
November 29, 2012



Action Items: Personnel-

Part Time Tutor - Education Center, Yreka:

The number of users of the Education Center increased dramatically when it was relocated in the former Head Start building. The Tribe's Education Program has not been able to provide a tutor under a contract (it has been difficult to find someone). This is a part time position, and will be under Scott Nelson's direct supervision, it does not qualify as a contract. It is 20 hours per week. We are hoping the higher salary and number of hours will attract applications.

Part Time Fiscal Clerk- Happy Camp:

In 1999 our staff consisted of only 15 employees and half as many rental/homeowner units. Our staff and activities have grown to the point we have to add a part time fiscal clerk to support our Fiscal Department.

I respectfully request Council approval for the two attached position descriptions to be advertised as soon as possible.

Action Items: Resolutions-

I will have two resolutions to submit for the approval of the Tribal Council. The first resolution is to authorize Michael Thom to sign escrow documents related to the purchase of the Forcher/Skyline Property in Happy Camp.

The second resolution is to authorize the signing of escrow documents related to the sale of a single family home to a Tribal Member who qualified for a loan through the KTHA Home Loan program! These resolutions are being prepared by Ashlee and will be emailed separately for your review.

Annual Performance Report-

Karuk Tribal Housing Authority staff met on the 27th and provided data and narrative for the completion of the 2012 APR.

Yreka Wellness Center-

The Environmental Assessment and Architect/Engineering pre bid date was November 16th, 10:00 am and 1:30 pm respectively and the closing date for the bids was changed to December 6th at 5:00 pm. The pre bid conferences were well attended, especially for the Architect/ Engineering contract. All construction staff attended, Fred and Tiffany were also in attendance.

At the A/E prebid, prospective contractors made the recommendation to leave the site for the construction at the basketball court. Citing many factors, including cost to move dirt behind the

community center, location of the city's sewer line in proximity to the construction site, water drainage, and parking, the majority of those in attendance voiced their opinion that the proposed alternative would be much more costly to construct. Choosing not to move the site is consistent with the wishes of the community.

I provided a complete draft of the Annual Status and Evaluation Report (ASER) and back up forms to Tiffany Ashworth so that the ASER could be submitted to HUD on time by the Tribe.

NAHASDA reauthorization-

Ann Escobar and I are still participating in the NAIHC Legislative Committee conference calls as they are scheduled. The proposed language changes are to be discussed again at the Legal Symposium in December. NAIHC will carry those recommendations that are agreed on by consensus at the December 10th Legislative Committee meeting.

Training- Environmental Reviews-

We received notice that both Sara Spence and I passed our exam for the Environmental Review Training. This certification is part of a Leadership Series through NAIHC.

Negotiated Rulemaking: Formula-

Michael Thom was nominated by his fellow Board of Commissioners for a seat on the Neg Reg committee. The nomination was submitted on November 9th.

Louden House-

No offers yet.

Blue House-

We have ordered an appraisal, but consistent with the Council wishes will not pursue the purchase until Spring.

Construction/ Maintenance-

The contract for the design of the Happy Camp duplexes has been awarded to KAS and Associates. They were the low bidder; we received three responsive, responsible bids.

Planning Meeting BOC/ Council:

The site for the Planning Meeting has been selected. The meeting, scheduled for March 19th through the 21st (18th and 22nd are travel days) will take place at the Hilton Garden Inn in Redding.

Reminder: Please send your suggestion for agenda items from the Tribal Council or Board of Commissioners by February 20th so that staff members can prepare information for the meeting. Our Attorney, Ed Goodman will be making at least two presentations at this Planning Sessions. Part of his presentation will be on the reauthorization of NAHASDA, including Negotiated Rulemaking, and other regulatory and policy issues.

Hoopa Project-

KTHA BOC granted a waiver to allow the location of the replacement home to be set outside the footprint of the existing house. Additional environmental review work will be completed and we will be moving forward on this project. Thanks to all; KTHA staff, BOC and Council for showing incredible patience as we have moved through this process.

Self-Monitoring Policy-

The draft of the revised KTHA Self-Monitoring Policy is about one-half complete.

Women's Domestic Violence Shelter-

Ann and I met with April A. and Tanya B. to begin the planning process for the Domestic Violence Shelter that will be a joint project between KTHA, and the Tribal Court. We are very excited to be a part of this project.

Travel/Training-

Charlene Naef, Randy Hobbs and I attended an Amerind Conference in Orlando Florida, October 29- November 1st. The first day was a General Session with presentations by former Tampa Bay Buccaneer Jim Warne (married to one of our neighbors- Hoopa Tribal Member of the Sherman family) and a speech by NCAI President Jefferson Keel. Information regarding the efforts to establish a monument in Washington DC for Native American Servicemen was presented. The rest of the conference included varied training sessions and workshops on safety programs, liability insurance, workman's compensation insurance, renters/homeowners insurances and board members training. This was my first time attending this conference and would recommend it to our CFO and Human Resources Mgr. in the future. During the conference we also attended a session on the Negotiated Rulemaking and our regional meeting with the Nevada-Cal Tribal Housing Authorities.

Upcoming-

Eric Cutright and I are to develop a list of tasks for the Information Technology Agreement between Tribal IT and KTHA. We are to meet on November 29th.

December 10 -14th, Ann Escobar, Michael Thom, Charlene Naef, Cathy Meinert and I will be traveling to the NAIHC Legal Symposium in Las Vegas. The first day will include the Legislative Committee meeting and the regional meetings (Nevada-Cal).

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

POSITION DESCRIPTION

- Title:** Part Time Fiscal Clerk
- Reports to:** Chief Finance Officer
- Location:** Karuk Tribe Housing Authority, Happy Camp
- Salary:** \$10.00 to \$12.00 per hour, depending on experience
- Summary:** Shall perform finance duties under the supervision of the Chief Finance Officer including but not limited to preparation of payroll, processing and reconciliation of travel, preparation of statistical reports, filing, and other related projects as assigned. Shall be available to cover for employee absences as necessary.

Classification: Part Time (20 hours per week, days/hours negotiable), Regular, Non Exempt

Responsibilities:

- 1) Shall process and reconcile all Travel Advances for employees and BOC members as necessary; includes flight arrangements, lodging, car rentals and other necessary arrangements. When necessary, shall invoice outside agencies for reimbursable travel. When necessary, shall forward travel deductions for processing.
- 2) Shall enter, run and process payroll, including the liquidation of outstanding employee debts such as travel and expense advances, child support garnishments, and other deductions as necessary.
- 3) Shall process and pay all payroll taxes as required.
- 4) Shall maintain payroll files and ensure audit readiness.
- 5) Shall compile a variety of statistical reports, correspondence, documents, forms, spreadsheets, and other items as requested.
- 6) Shall assist with filing as requested.
- 7) Shall be cross-trained in all other areas of finance department including but not limited to accounts payable, purchase orders, bank reconciliations, cash receipts, and research.
- 8) Shall be available and willing to work additional hours as necessary to cover department duties during employee absences, travel, and planned vacation.
- 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) Demonstrates the ability to work effectively with Native American people in culturally diverse environments.
- 2) Exhibits the ability to manage time well and work under stressful conditions with an even temperament.
- 3) Displays the ability to establish and maintain harmonious working relationships with other employees and the public.
- 4) Demonstrates the ability to understand and follow oral and written instructions.

Requirements:

- 1) Must have a high school diploma or equivalency. One year college level accounting or experience in an accounting related field highly desired.
- 2) Must have demonstrated competence in word processing, spreadsheets, office equipment and general computer usage.
- 3) Must be a self-starter, well organized and willing to learn new skills
- 4) Must possess valid driver's license, good driving record, and be insurable by the Tribe's insurance carrier.
- 5) Must adhere to confidentiality policy.
- 6) Must successfully pass a drug screening test and criminal background check.

Tribal Preference Policy: In accordance with the TERO Ordinance, Tribal Preference will be observed in hiring. Positions with the Karuk Tribe Housing Authority will also be subject to preference in accordance with applicable NAHASDA and Indian Self Determination and Education Assistance Act criteria.

Resident Preference: The Karuk Tribe Housing Authority shall give preference to qualified individuals residing within the KTHA housing communities. This preference shall not supersede tribal preference.

Board Approved: November 19, 2012

Council Approved: November 29, 2012

Chairman's Signature: _____

Employee's Signature: _____

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

POSITION DESCRIPTION

Title: Temporary Tutor

Reports to: Resource Development Manager

Location: Yreka

Salary: \$11.00 per hour

Hours: Tutoring: Tuesday through Friday 2:30-4:30pm). Additional hours may be required as needed for Center supervision.

Classification: Temporary, Part Time (8 to 10 hours per week), Non Exempt

Summary: The Tutor shall provide assistance for the students on any assignments, activities, or projects in any academic field as needed, and shall keep detailed records on attendance, progress and goals of the program, as well as progress and goals for the students, and other duties as assigned by the Karuk Tribe Housing Authority and the Resource Development Manager. Shall provide Education Center supervision in the absence of the Resource Development Manager as needed.

Responsibilities:

1. Shall assist students, grades K-12, with any assignments, activities, projects, reports, or school related work.
2. Shall coordinate with Resource Development Manager to assess the needs and requirements of the program on a monthly basis.
3. Shall supervise all students.
4. Shall review each student's schoolwork assignment, assisting with corrections.
5. Shall teach students basic computer skills and operations of computer software/programs.
6. Shall keep daily record of attendance, student progress, subjects that each student required assistance, and other duties as assigned.
7. Shall prepare a monthly report of progress and a short program assessment.
8. Duties may include working on site at the local elementary school.
9. Shall complete, and file with the Resource Development Manager, a career goals assessment with all students in 6th grade and above.

10. Shall provide Education Center supervision in the absence of the Resource Development Manager, as needed.
11. Shall be polite and maintain a priority system in accepting other position related job duties as assigned.

Qualifications:

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

Requirements:

1. Non-students must possess high school diploma or equivalency. AA Degree preferred.
2. Current students must have 2.5 GPA or higher.
3. Must have minimum of one (1) year experience in working with students, grades K-12.
4. Must possess demonstrated Math skills at or above the 6th grade level.
5. Must have knowledge necessary for tutoring in Math, English, Science, History, Arts, Computers, Native American Studies, and other areas as needed.
6. Must possess basic computer skills, and have knowledge of Microsoft Office on a PC computer.
7. Must adhere to confidentiality policy and be knowledgeable of Family Educational Rights and Privacy Act (FERPA).
8. Must successfully pass a pre-employment drug screening test and criminal history check.

Tribal Preference Policy: In accordance with the TERO Ordinance, Tribal Preference will be observed in hiring. Positions with the Karuk Tribe Housing Authority will also be subject to preference in accordance with applicable NAHASDA and Indian Self Determination and Education Assistance Act criteria.

Resident Preference: The Karuk Tribe Housing Authority shall give preference to qualified individuals residing within the KTHA housing communities. This preference shall not supersede tribal preference.

Board Approved: November 5, 2012

Council Approved: November 29, 2012

Chairman's Signature: _____

Employee's Signature: _____

Action Item:

None at this time

Monthly Updates:

I will not be at the Council Meeting; I will be attending the **Self Governance Strategy Session** in Uncasville, CT November 26th-29th. Key issues to be discussed will be Sequestration, Contract Support Costs, P.L. 102-477-Indian Employment and Training Act, Title IV-DOI Self Governance Amendments, Title VI-HHS Self-Governance Expansion, Legislative Fix for Carcieri, 2012 Election Recaps, Self-Governance Strategic Plan Development, Improving Coordination and Advocacy on Priority Issues, and Self-Governance and the Implementation of the Indian Health Care Improvement Act. I am excited to meet with other Self-Governance Coordinators and other experts in the Tribal Self-Governance Field to discuss these highly important topics.

Forest Service:

On November 1st I attended the SHPO/ Forest Service Meeting. This was a valuable meeting that highlighted some of the successes of working with the Forest Service and helping to protect and strengthen our cultural resources. An important thing to remember is that this is a never-ending process for us at the Tribe to keep working with the Forest Service and advocating for our needs.

On November 13 I met with Chris Frisbee, Klamath National Forest Deputy District Ranger. Ms. Frisbee indicated they are looking to do more collaboration and coordination with the Tribe and other interested groups. They hope to start implementing a strong collaborative approach to Forest Management. She will be working on the Government to Government MOU with me. After the Summit Meeting myself, Chris Frisbee, Earl Crosby, Robert Goodwin, and Bill Tripp started going over the MOU. There were several comments that took up our 2 hour time scheduled for the meeting so we decided for everyone to track their comments in the document and we can re-convene to discuss just the comments and should allow for a speedier review. After this meeting Chris and I met again to discuss some procedural things about Forest Service Planning Processes. We both came to the conclusion that a reiteration about the purpose and agenda of the Project Coordination Meetings is needed so staff feels like the meetings are productive and meaningful, as well as satisfying the need for consultation for the Tribe.

On November 19th I attended the Forest Service Summit Meeting, which was a successful engagement. One thing that I took away from the meeting is the extensive timeframes that we are working with in the Forest Service. This is why it is important to begin working on Management Strategies for the Katimiin area within that MOU. Nolan stated that we can meet after the first of the year to start working on these projects. I think it will be best for us to begin working on the Inaam Agreement as there will be less influence and concern from outside entities, which will hopefully allow for a smooth process.

Gaming

November 6th-9th I attended the Gaming Commissioner Training in Las Vegas. Please see my attached report. On November 14th we had a meeting with the City of Yreka regarding our MOU. A variety of concerns were addressed. They feel like they can meet our needs, they just want to know more details and specifics of our development to analyze how it will impact other businesses, such as gas stations/hotels, as well as future development (larger storing and processing capacity for sewer and water). I received some valuable information from Jason Ramos at the Blue Lake Casino about their water usage that I think will be a realistic guideline for our Casino/Hotel Development. I have contacted both Blue Lake Police Department and Redding Police Department to get more information on the impacts the casino has had on their cities and how to hear back from them before the next MOU meeting on November 28th.

THPO- KTHA.

There are three projects we reviewed for KTHA. One was a no action as it was solely a home acquisition. The other two will require a cultural monitor during ground disturbing activity. One project is the construction of privacy homes in Orleans Housing and the other is the construction of a Ramada Roof.

THPs.

Berryman Forestry is performing a project out near Mount Shasta City, there shouldn't be any cultural concerns for us.

Green Diamond Resource Company is performing a Timber Harvest Plan near the Hoopa and Yurok Tribe reservations. We have advised them to contact those tribes if they have not already.

MKWC Amphitheater- Myself, Bill Tripp, Leaf Hillman, Earl Crosby, and Scott Quinn met with Bill Reich (Archaeologist) to discuss the MKWC Amphitheater project and it's potential impacts on cultural resources. Michael Stearns from MKWC was able to come out and discuss their project concept with us further. They want a "tiered, flat" seating area for "stage" performances. There is an old building they can remove and use the cement foundation as the "stage" with minimal improvements. They initially wanted to cut out seating levels (the chairs would be brought in they just need to level the ground and tier it somewhat so those in back could see over those in front). Scott and others suggested using more fill than removing dirt and that seemed like a logical solution that satisfied the Tribes needs. We also proposed having the Tribe pay for a survey of the property that would allow us to place an easement/right-of-way on the property that would be on the title of MKWC were ever to sell the property. This is something that bill Reich will draft in the report and we will see if MKWC would be interested in working on this with us.
Shasta Trinity Prescribed Fire.

KRAB MEETING

On November 16th we held our monthly KRAB Meeting. We discussed the above projects as well as had guests from the Shasta Trinity National Forest to discuss a Fuels Reduction Project, as well as

We are following up on BIA Award Letter. We have reached a dead end at the BIA National Office in Washington D.C. and are now being told to follow up with the Office of Trust Services. I should have more information on this next week.

New projects for the coming weeks include reviewing Dion's Union Project, working with the Happy Camp Coordinating Council, enhancing and expanding our ICW Agreement with the State of California, and researching the BIA 477 Funding Program.

**Gaming Commissioner Certification I, Las Vegas NV
November 6th-9th, 2012**

Joseph Eve & National Indian Gaming Association:

The Gaming Commissioner Certification was a very good training session. We received two large handbooks that will help us with the establishment and development of a solid Gaming Operation. There were a few different models and methods to developing a "Tribal Gaming Regulatory Agency", including how many people are on the commission (recommended sizes are 3, 5, and 7), the terms, how they are selected (appointed or elected), and whether they serve under another "sub-entity" similar to the Karuk Tribal Housing Authority. Overall Functions of the Tribal Gaming Regulatory Agency are to manage budgets, staff, funding, basic procedures, investigations, compliance monitoring, licensing, hearing and appeals, fines, assessments, penalties.

As you can see these are very important components of the Tribal Gaming Operation. Although it may seem as though the Gaming Commission is partly manage the casino (employees, licensing, audits), they should be seen as "regulating" not MANAGING. Additional it was highly emphasized that for the Gaming Commission to effectively regulate oversight there must be functional separating between the operation of the Tribal Gaming and the regulation of Tribal Gaming. This eliminates the politics.

There is a lot of responsibility and delegated authority in the gaming commission. We will need to develop strong policies and procedures the detail how we act and respond the incidences that come up so when issues arise we can fall back on "the book" to see if we are acting in accordance with our policies and procedures, and if not we need to educate staff or modify the policies and procedures to meet our needs.

There was a great deal of discussion on completing and internal audit. There are several tools and checklists that are already developed to assist the Gaming Commission on properly evaluating the gaming operation. One of the major requirements by the National Indian Gaming Commission is the Minimum Internal Control Standard. NIGC and IIA Standards require the Internal Audit so we have no choice in having one in place; however, this will increase the integrity, credibility, and progressive functioning of our Casino so it is not a bad thing. Especially once we have all of the controls in place, the audit will become a more standard event that shouldn't scare anybody or make them feel like they are being questioned.

An exciting presentation was given on avoiding cheats and scams. We learned that most scams are assisted/completed by an employee of the casino. This is why it is so important to have solid policies and procedures in place. The presenter emphasized, "the procedure beats the move", this is in reference to how people shuffle, deal, and exchange cards (flat on the table, no "looking", and having a solid inventory of cards/chips).

We have a lot of decisions to make and lots of information and materials to put together, but this training was a great jumping off point for the Gaming Commission. Thank you for this great training opportunity!!

Jaclyn Goodwin, Self-Governance Coordinator

NCAI Annual Convention 2012- Training Report

Jaclyn Goodwin, Self-Governance Coordinator

The National Congress of American Indians 2012 Annual Convention was an excellent opportunity for me to start meeting our fellow Tribal Leaders, Federal Representatives, and additional resources available in Indian Country.

We were able to meet with our Regional Director for the Bureau of Indian Affairs, Amy Dutschke and her assistant Kevin Bearquiver. At this meeting we discussed the California Trust Consortium Funds. Apparently when tribes such as Karuk, Yurok, and Hoopa initially began putting money into the consortium there was no method to how much each Tribe allocated to the fund. We ended up putting in \$60,000, Yurok and Hoopa also put in around \$60,000. There are other tribes who are only putting in \$25,000. If we stop putting money into this fund we will not get services for Land-Into Trust at the Sacramento office which has been highly valuable and efficient for Scott when working on our Trust Applications. We discussed leaving a lower amount and still being able to receive the services, this seemed like a viable option. Additionally at this meeting we brought up the Watershed Funding from 2007, May didn't seem very concerned about the funding as they have "so much to do" as it is in the current year and to go back 5 years was a lot for them to do. They have contacted the Office of Self Governance and Office of Trust Services in Washington D.C. and are waiting to hear back from them. The matter didn't seem urgent to them. WE have contacted the D.C office separately and they say they are working on the issue as well but we still have not received a definitive answer from anyone on where the money went and if we will be seeing the funds any time soon.

Prior to the meeting with Amy and Kevin we met with a group of other tribes including the Yurok Tribe, the Hoopa Tribe, and the Trinidad Rancheria. Federal Representatives included Amy Dutschke, Kevin Bearquiver, Jon Chaudhuri, and Charlie Edington from Office of Justice Services. The primary issue we discussed was the growing problem of large illegal marijuana growing operations. The Hoopa and Yurok Tribe have had a significantly difficult time trying to get assistance with raids and clean-ups of marijuana operations. Perhaps this is something that we can bring up at our Forest Service Coordination Meeting as they must receive assistance from a group of people here on the Klamath for clean ups and raids. The idea at the end of the meeting was for the Tribes to get together a bullet point paper of issues and potential solutions. It sounds like this was done in the past so we will attempt to address the problem again.

I was able to attend a variety of valuable informational listening sessions.

The first session was Strengthening Native Families through Indian Child Welfare. Highlights of the session included how important Indian Child Welfare is to Tribal Sovereignty. They related the adoption of Indian Children into non-Native families to cultural genocide and a way to indirectly assimilate Tribal People. They discussed that since 1978 when the Indian Child Welfare Act was established there have been no amendments. One of the most important things I took away from this session is the importance of having support from Tribal Leaders in our Indian Child Welfare Program. Tribal Leaders need to understand the high importance of this program and get in touch with staff to see how they can help them strengthen the program. This highlights another important point discussed, the funding from the BIA Compact that supports ICW is not enough to have an adequate program. We need to leverage funding with other programs such as Health and human Services within the Tribe such as Public Health Nurses, Dental, and Medical, as well as work with partners in the area such as county and other non-profit organizations. I was able to meet Suzanne Garcia of the Washoe Tribe in California and Nevada. She has been working very diligently with California ICWA Representatives to establish an agreement for ICWA services. I am now in touch with Ms. Garcia and will be working with her and April Attebury in the near future on implementing ICWA agreements between our ICWA Program and the State of California.

Another session I attended was the Tribal Government Subcommittee. There were three resolutions being reviewed for recommendations. One was from the Hoopa Tribe asking the President of the United States to give an order to all staff to stop putting the Tribal Trust Responsibility on the table when negotiating and providing services to Tribes. Federal Employees have been using it as leverage and a bargaining point with Tribes; this is not how things should go. They should uphold the Tribal Trust Responsibility to the greatest extent feasible as this is our right and of course, their responsibility. The next resolution related to this, but also had points in it regarding the Office of Special Trustee and the National Indian Trust Commission. It was asking for Congressional Actions to sunset the Office of Special Trustee. The other resolution was very regionally specific to Alaska Native Americans. It was requesting that Tribes have the ability to compact their Indian Health Service Funding if they want to, as it is now there are many consortiums that are providing services to a group of Tribes, some Tribes find this beneficial but other Tribes have experience problems and limited service availability. This session was very interesting and it helped me learn about some of the issues we as Tribal Nations are facing together and how the NCAI forum allows us to stand together in a unified voice.

Another informational session I attended was the Emergency Preparedness and FEMA. There are a lot of things going on in Indian Country that are increasing Tribal Capacity in the face of disasters. Many Tribes have whole programs dedicated to Emergency

Preparedness. One Tribe has a whole GIS system that can map out an area that will be affected by the disaster, from that map they can identify how many employees and how much staff time will be lost in the event of a disaster. The Red Cross came and did an excellent presentation about the resources they have available to help Tribes in the state of a disaster. FEMA did a presentation on different initiatives they have going on, including the most pressing issue—the Stafford Act, which will reduce confusion for Tribes when declaring emergencies. Hopefully more of these things can be incorporated into our new Emergency Preparedness Project as more funding becomes available.

I was able to meet with the Tribal Relations Director for the USDA. She had a lot of information about the different programs and opportunities available to the Tribes including NRCS, NIFA, Forest Services, etc. one Tribe has received over \$76 BILLION dollars over a period of three years for water/infrastructure development. These are funding sources that we could potentially be looking into for projects on Tribal Land and within our communities.

Special events I was able to attend including the Cultural Night and the California Indian Legal Services 45th Anniversary Celebration. AT these events I was able to meet various Tribal Leaders, staff, and other members of the Native American Business Community. I look forward to attending the event again next year. Thank you for this great opportunity.