

KARUK TRIBE
COUNCIL MEETING AGENDA
Thursday, December 19, 2013, 3 PM, Orleans, CA

A) CALL MEETING TO ORDER – ROLL CALL

AA) PRAYER / KARUK TRIBE MISSION STATEMENT

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

CH) APPROVAL OF THE AGENDA

EE) APPROVAL OF THE MINUTES *(November 21, 2013)*

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

1.

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

1. Dale Josephson, IT Department

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

1. Sandi Tripp, Director of Transportation (written report)
2. Scott Quinn, Director of Land Management (written report)
3. Leaf Hillman, DNR Director (written report)
4. Emma Lee Perez, Grant Writer/Resource Developers (written report)
5. Daniel Goodwin, Maintenance Supervisor (written report)
6. Leloni Colegrove, HR Manager
7. Dion Wood, TERO/Childcare Director
8. Tom Fielden, Emergency Preparedness Coordinator (written report)
9. Julie Burcell, People's Center Coordinator
10. Jaclyn Goodwin, Self-Governance Coordinator (written report)
11. Erin Hillman, Dir. Admin Programs and Compliance (written report)
12. Laura Mayton, Chief Financial Officer (written report)
13. Charles Seaten, KCDC Operations Manager
14. April Attebury, Tribal Court Administrator
15. Ann Escobar, Interim KTHA Director (written report)

II.) REQUESTS *(Five Minutes Each)*

1.)

K) PHONE VOTES *(Five Minutes)*

1. Request approval to approve addendum (1) to contract 13-C-041. Passed.
2. Request approval to authorize an extension on the wolf skin insurance policy. Passed.
3. Request approval of resolution 13-R-142 authorizing submission of a grant proposal to Administration on Aging Title VI Part C. Passed.

M) INFORMATIONAL *(Five Minutes Each)*

N) COMMITTEE REPORTS *(Five Minutes Each)*

- 1.

OO) CLOSED SESSION *(Five Minutes Each)*

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

P) SET DATE FOR NEXT MEETING *(January 23, 2013 at 3 PM in Yreka, CA.)*

R) ADJOURN

**Karuk Tribe – Council Meeting
November 21, 2013 – Happy Camp
Meeting Minutes**

Meeting called to order at 3:01pm by Russell “Buster” Attebery, Chairman

Present:

Russell “Buster” Attebery, Chairman
Michael Thom, Vice-Chairman
Joseph “Jody” Waddell, Secretary / Treasurer
Elsa Goodwin, Member at Large
Crispen McAllister, Member at Large
Sonny Davis, Member at Large
Dora Bernal, Member at Large
Amos Tripp, Member at Large
Bud Johnson, Member at Large

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

Agenda:

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

Minutes of October 24, 2013:

Amos Tripp moved and Jody Waddell seconded to approve the minutes of October 24, 2013, 7 haa, 0 puuhara, 1 (Crispen McAllister) pupitihara.

Buster thanked Council Members, Dora Bernal and Sonny Davis, for their service on the Council. He noted that the Council appreciates their dedication and endless work on the Tribal Council.

Swearing In:

The Election Committee is present to perform the swearing in of Council Member Arch Super. Arch read his oath of office and took his seat as the Yreka District Representative for the Tribal Council. Sonny Davis thanked the Council and Membership for his representation while in office. He stepped down.

Joshua Saxon is present to take his oath of office. He read his oath of office and noted that he is thankful to be elected and to represent the Orleans District. Dora Bernal thanked the Council and Membership for her representation while in office. She stepped down.

Old Business:

None at this time.

Guests:

1.) Alan Dyar, Land Resource Management Plan for Public Lands:

Alan Dyar thanked the Council for allowing him to present an agreement to the Tribe. He is asking that the Karuk Tribe work with them. They begin with the desire to oppose the Monument. The desire to have the management agency (USFS).

The management plan does dove tail with the Tribes management plan minus the “who’s” and “why’s” because they were not aware of them.

Mr. Dyar read a lengthy statement regarding the USFS and their management. He is hoping that the Tribal Council will review their plan and pose any questions to Dan, Bill, George or himself and they will answer some questions.

He would like to have the Tribal Council attend a meeting with Randy Moore to discuss some fitting, restoration work that puts locals back to work.

Amos commented that it is true that the Tribe and other organizations are in the same boat and that they are all looking forward to solutions. There may be differing reasoning but a solution is what the Council is interested in. Amos noted that most of the people from around here are from logging families and adjustments have to be made but a firm solution needs to be discussed.

Alan noted that during their review of the Tribes management plan it contained more detail than theirs but they are present to work on the solutions together.

Buster commented that there have been some ongoing discussions and he would like to keep them going. Buster met with Fred Clark with the USFS and did take the entities management plan. He was able to speak with representatives in DC. He was asking for the ability to have co-management of the forest service lands.

Laura Mayton commented that the Council has already voted to oppose the monument. If there is a monument there will be no local control over what happens here. Laura noted that the whole community pushing for a Tribal reservation rather than joining an organization for shared management would be in the Tribes best interest, and although probably not popular in the community, it would allow the Tribe to work with local agencies and ensure that the locals can make decisions that best serve the community.

Jody noted that the monument is very active and he commented on the monuments that are moving forward and under review. Alan noted that all the boards opposed the monument to ensure there is clear defined opposition. Bill Estes commented that this is one of the most beneficial areas. Bill commented that this area is rare and he believes that it is so important to get the local community and all organizations working together.

2.) Eric Cutright, IT Director:

Eric is present to seek approval of two action items. He first presented agreement 14-A-013 with Peterson power systems. The agreement is for maintenance on two generators in Happy Camp.

Amos Tripp moved and Elsa Goodwin seconded to approve agreement 14-A-013, 8 haa, 0 puuhara, 0 pupitihara.

Jody asked that Mike Tiraterra be onsite when the generator is maintained so that someone else is trained to trouble shoot the equipment.

His second action item is a follow up to agreement 14-A-009. It now included resolution 13-R-138 for a limited waiver of sovereign immunity. Amos noted that there was an oversight on the documents. He wants to be very careful with a waiver of sovereign immunity to ensure it is accurate. Eric noted that he would like to request the removal of the second line. April commented that the limited scope by resolution would need to be clear. Possibly having Stephanie Dolan review the language would be needed.

Director reports:

1.) April Attebury, Tribal Court Administrator:

April did not meet the deadline for her report to be submitted. She is present to provide her written report but has no action items.

Crispen McAllister moved and Arch Super seconded to table April's report, 7 haa, 0 puuhara, 0 pupitihara.

2.) Ann Escobar, Interim KTHA Director:

Ann did not meet the deadline for her report to be submitted. She is present to provide her report but has no action items.

Elsa Goodwin moved and Crispen McAllister seconded to table KTHA's report, 8 haa, 0 puuhara, 0 pupitihara.

3.) Sandi Tripp, Director of Transportation:

Sandi is present to review her report. She has no action items. She provided highlights of her report.

Arch commented that there are a lot of projects being done to complete parking lots. Arch asked that Sandi include before and after shots of the parking lots so the membership knows what the departments are doing.

Elsa Goodwin moved and Crispen McAllister seconded to approve Sandi's report, 8 haa, 0 puuhara, 0 pupitihara.

4.) Scott Quinn, Director of Land Management:

Scott is present to provide his report. There is an agreement NDA that will include resolution 13-R-143 a limited waiver of sovereign immunity.

Scott requested that the resolution be tabled because it is not prepared for presentation to the Tribal Council.

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

5.) Carly Whitecrane, DNR:

DNR submitted their report but there was equipment issues preventing it from being provided to the Council hard copy. Carly would like to present contract 14-C-007 between the Karuk Tribe and KEIR and Associates. It has been signed off by compliance and CFO.

Elsa Goodwin moved and Josh Saxon seconded to approve 14-C-007, 7 haa, 0 puuhara, 1 pupitihara (Amos Tripp).

She then went on to seek approval of modification (2) to agreement 11-A-068.

Elsa Goodwin moved and Crispen McAllister seconded to approve modification (2) to agreement 11-A-068, 8 haa, 0 puuhara, 0 pupitihara.

She then sought approval of a contract with MCWC. It is under agreement 14-A-014.

Amos Tripp moved and Crispen McAllister seconded to approve agreement 14-A-014, 7 haa, 0 puuhara, 1 pupitihara (Josh Saxon).

Josh does fisheries project work for MCWC and he still has leave on the books, so he would like to disclose that he may receive funding from them, so he will abstain from the votes related to MCWC until that is resolved.

She then sought approval of a modification (1) of contract 13-C-005.

Michael Thom moved and Amos Tripp seconded to approve modification (1) to contract 13-C-005, 8 haa, 0 puuhara, 0 pupitihara.

Crispen McAllister moved and Elsa Goodwin seconded to approve DNR's report, 8 haa, 0 puuhara, 0 pupitihara.

6.) Lisa Hillman and Emma Lee Perez, Grant Writers:

Emma Lee is present to review her report and seek approval of resolution 13-R-136. Josh asked if a match was required. Emma Lee noted that the match is being used from BIA and Emma commented that the BIA allows for use of matching funds.

Amos Tripp moved and Bud Johnson seconded to approve resolution 13-R-136, 8 haa, 0 puuhara, 0 pupitihara.

Lisa then addressed the Tribal Council and welcomed the new Council Members.

Amos commented that the National Endowment grant proposal did not get drafted because Julie Burcell decided not to move forward with it. Michael asked if grants that are submitted and are denied then the Tribal Council receive those letters.

Buster inquired about the grants being denied by missing deadlines. Lisa commented that the grants are more competitive currently and very few are missed deadlines, but rather determination of the funding meeting the needs of the Tribe. The grant writers are very active in working with departments on their funding needs.

Amos asked about the Museum Grant. Lisa commented that during Susan Gehr's visit of the People's Center she pulled her support from the project. Amos inquired if the proposal was still moving forward. Lisa noted that it could not move forward without her support. Elsa asked why Susan Gehr would have to support the library sciences grant. Lisa commented that Susan Gehr has the level of expertise and the project was pitched to her two months ago which didn't allow the timeframes to be met. If the grants department had known that the funding wasn't going to be sought, then they could have adjusted its objective. With the short timelines, and not being able to get Erin's review and the Tribal Council's then it will not be sought.

Amos commented that the IMLS grant would have moved the Tribe toward a positive direction. He inquired if there will be other funding opportunities. Erin added that Susan did review the resources and materials in the language office, and with that review, there was work that needed to be done with the equipment onsite prior to moving forward with the IMLS proposal. She noted that Susan will be coming onsite in December and complete an inventory by voluntary basis. This

is needed to begin efficient planning to meet the needs of the Tribe and its language goals. Amos believes that language revitalization is a priority. Erin commented that she understands that and the grant writers are working on it.

Crispen McAllister moved and Michael Thom seconded to approve the Grant Writers report, 8 haa, 0 puuhara, 0 pupitihara.

7.) Daniel Goodwin, Maintenance Supervisor:

Daniel is present to review his report. He noted that Fred asked that a document be handed to Council. He would like the Council to review the bids for repairs to the HVAC system in Yreka. Erin noted that the paperwork needs to be done. Buster commented that the bottom line is that this needs to be resolved. This will be evaluated at a later time.

Elsa Goodwin moved and Crispen McAllister seconded to approve the maintenance report, 8 haa, 0 puuhara, 0 pupitihara.

8.) Le Loni Colegrove, HR Manager:

Le Loni did not meet the deadline for her report to be submitted. She is present to provide her report.

Elsa Goodwin moved and Crispen McAllister seconded to table HR's report, 8 haa, 0 puuhara, 0 pupitihara.

9.) Dion Wood, TERO / Childcare:

Dion first stepped aside as an employee and wanted to speak as a Tribal Member and a resident of the community. Dion would like to request that the Council look options for the generator that runs the Administrative complex in power outages. The noise is beyond excessive and he has requested that it be evaluated on numerous occasions. He asked that the Council come to the location and listen to the noise, just to understand what he and others are talking about. He suggested maybe to review different options such as turning it off for a few hours. Jody believes that there needs to be some sort of noise solutions.

Dion did not meet the deadline for his report to be submitted but he has one action item. Dion would first like to confirm the EEOC training. April commented that for future trainings, she knows organizations that can do onsite training. Erin asked if staff could attend. Dion noted that the training is for the TERO Commissioners and the Tribal Council but staff may be welcomed.

Dion noted that mid January or February will be a meeting, but he would like to seek out of state travel as soon as the National Board meeting is confirmed. The Council commented that they approved that open travel approval in October.

Elsa Goodwin moved and Crispen seconded to table Dion's report, 8 haa, 0 puuhara, 0 pupitihara.

10.) Jill Beckman, GIS / Emergency Coordinator:

Jill is present to review Tom's report. He is away on travel. She noted that the agreement for reimbursement from FEMA will be presented to the Tribal Council in December at their planning meeting.

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

11.)Julie Burcell, People's Center Coordinator:

Julie is not present. She missed the deadline to submit her report.

Elsa Goodwin moved and Crispen McAllister seconded to table Julie's report, 8 haa, 0 puuhara, 0 pupitihara.

12.)Jaclyn Goodwin, Self-Governance Coordinator:

Jaclyn is on travel, report submitted.

Jody Waddell moved and Crispen McAllister seconded to approve Jaclyn's report, 8 haa, 0 puuhara, 0 pupitihara.

13.)Erin Hillman, Director of Administrative Programs & Compliance:

Erin is present to review her report. She has one action item; which is a contract 14-C-016. Erin commented that under an agreement with KTHA the Karuk Tribe passed the IHP project to KTHA. The Contract will need to be approved by the Karuk Tribe though. This is the last of the HIP projects that are on the books.

Amos Tripp moved and Jody Waddell seconded to approve contract 14-C-016, 7 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

She has been working with the Grants Office on an evaluation of the denied grants to evaluate a Happy Camp facility.

She, Laura Mayton, Laura Olivas, and Tamara Barnett met to review and evaluate the duties to assist in drawdowns, reports, project directors and having fiscal points of contact.

Erin then noted that she, Le Loni and Dion have been working on policy changes, and will present them to the Management Team and then to the Tribal Council.

She provided the Tribal Council with a copy of the Senior Nutrition continuation funding proposal. She will be asking for a phone vote next Tuesday.

Josh asked if there would be a proposal drafted for an ICDBG proposal for Happy Camp Clinic. She did explain that the Council will fully participate in the selection of an ICDBG proposal.

Erin noted that Laura, Erin and Barbara have met to discuss clinic options.

Crispen McAllister moved and Elsa Goodwin seconded to approve Erin's report, 8 haa, 0 puuhara, 0 pupitihara.

14.)Laura Mayton, CFO:

Laura is present to review her report. She noted that they are in the process of preparing for the audit. Auditors will be present January 20-21, 2014. They will be back to audit KTHA March 4-14, 2014. Her plan this year is to go up to KTHA to assist them prior to their audit.

She noted that there was a claim made to Indian Health Services for full contract cost services. The amount the Tribe is claiming is 2million dollars, she is sure the Karuk Tribe will not receive the full amount but if the Tribe does win the case then they should receive some assistance. Josh

asked if there were attorney's representing the Tribes in this endeavor. Laura commented that yes, there is attorney's and she submitted the information for the Karuk Tribe, because the Karuk Tribe isn't having their attorney look at stuff. Having full staffing back is working good.

The casino project recently had an article in the Siskiyou Daily News. The notification of the Draft TEIR has been published.

Laura updated the Council on the casino project. The compact is soon to be signed. 70% plans have been done. The Tribe works with ROI, TFA, contractors for the TEIR, and design phases. The interior finishes are picked out and the group of Buster, Jaclyn, Scott and Dora have been working with the City of Yreka.

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

15.)Patty Brown, Head Start:

Patty is present to provide a grant proposal to the Tribal Council. Patty noted that the one-time funding opportunity is available from other Tribes that did not use their funding. She is thankful that Erin provided assistance. The resolution for the grant is 13-R-134 to seek that one time funding and purchase a generator for the Happy Camp facility.

Amos Tripp moved and Josh Saxon seconded to approve resolution 13-R-134, 8 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin moved and Crispen McAllister seconded to approve KCDC's report, 8 haa, 0 puuhara, 0 pupitihara.

Committee Reports:

None at this time.

Phone Votes:

- a) Request approval of the Administrative Plan for Public Assistance. Passed
- b) Request approval to allow Dennis Whittelsey to contact and share information regarding outside law suit. Passed.
- c) Request approval to submit fiscal year 2014 indirect cost proposal with a rate of 50%. Passed.

Closed Session:

Consensus: to refer Tribal Member #DE to KTHA to complete an application for assistance and to also discuss options of appliances with Ann Escobar.

Consensus: to refer the KTHA eviction appeal from Tribal Resident #RM to 12/19 and to have all information presented, including the current grievance policy.

Josh Saxon moved and Arch Super seconded to approve the revised position description for TANF Cultural Activity Coordinator, 7 haa, 0 puuhara, 1 pupitihara (Elsa Goodwin).

Jody Waddell moved and Bud Johnson seconded to approve \$1,000 burial assistance for family member of Tribal Member, 8 haa, 0 puuhara, 0 pupitihara. (CM).

Amos Tripp moved and Josh Saxon seconded to pay the \$95 damage fee to the Super 8 with the condition of Tribal Member #2647 being put on the delinquent list, 8 haa, 0 puuhara, 0 pupitihara.

Michael Thom moved and Elsa Goodwin seconded to allow the checks for employee appreciation as opposed to the gift cards, 8 haa, 0 puuhara, 0 pupitihara.

Elsa Goodwin moved and Crispen McAllister seconded to approve out of state travel for Arch Super, Michael Thom and Jody Waddell to Las Vegas, NV, December 9-13, 2013, 8 haa, 0 puuhara, 0 pupitihara.

Amos Tripp moved and Crispen McAllister seconded to approve a loan to Tribal Member #SO in the amount of \$1,500 with \$50 bi-weekly payments, 8 haa, 0 puuhara, 0 pupitihara.

Arch Super moved and Josh Saxon seconded to approve the updated Committee list for the Tribe, removing former Council Members and seating the newly elected representatives, 8 haa, 0 puuhara, 0 pupitihara.

Crispen McAllister moved and Elsa Goodwin seconded to issue 2 VISA cards (one to Arch Super and one to Josh Saxon) with \$3,000 limits, 8 haa, 0 puuhara, 0 pupitihara.

Crispen McAllister moved and Elsa Goodwin seconded to keep the Enrollment Director Position description the same, 4 haa, 3 puuhara, (Jody Waddell, Bud), 1 pupitihara (Amos Tripp).

Amos Tripp moved and Jody Waddell seconded to allow Arch to volunteer in the enrollment office for three days, 6 haa, 2 puuhara (Crispen McAllister, Elsa Goodwin), 0 pupitihara.

Michael Thom moved and Amos Tripp seconded to allow for the purchase 2 books for the Council Members (1920's lawsuit history and Cramer v. United States), 8 haa, 0 puuhara, 0 pupitihara.

Informational: Josh disclosed that he is a representative of the KBRA on SRRC.

Amos Tripp moved and Elsa Goodwin seconded to approve the sub-agreement, position descriptions, budget modification, the overall plan as presented to bring the Food Securities Grant into compliance and as recommended by DNR, 8 haa, 0 puuhara, 0 pupitihara.

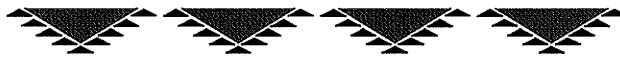
Respectfully Submitted,

Russell "Buster" Attebery, Chairman

Recording Secretary, Barbara Snider

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

Karuk Tribe



Administrative Office

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

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

AGENDA REQUEST FORM

All agenda request forms must be completed and submitted to Executive Secretary, Barbara Snider, prior to being added to a meeting agenda.

Date: 12/10/2013

I request to be added to the meeting 12/19/2013 agenda.
(Meeting Date)

I prefer Open open/closed session. (Note: your item will be evaluated for open or closed session as well. i.e., personnel or confidential matters will be moved to closed session).

THE ITEMS THAT I WILL BE DISCUSSING ARE:

1. Request for Agreement pertaining to Bay Alarm upgrade in Data Center
2. There will also be 5 years of Bay Alarm monitoring the fire & intrusion alarms
3. _____

(Note: please provide as much detail as possible so that your matter can be properly evaluated as some items may have requirements for presentation to other Boards, Committees, Groups or Departments, prior to presentation to the Tribal Council. If so, the Tribal Council will refer you to the appropriate place. If you have already presented your item to others, please note that above.)

Thank you,

NAME: Dale Josephson

TITLE: Network Administrator

ROLL NUMBER: _____

CONTACT INFO: (530) 493-1600 Ext 2050 or djosephson@karuk.us

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REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: ☐ Contract Karuk Tribe Number Assigned: 14-A-016
☐ MOU
☒ Agreement Funder/Agency Assigned: Information Technology
☐ Amendment Prior Amendment: _____

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

Requestor: Dale Josephson Date: December 2, 2013

Department/Program: Information Technology

Name of Contractor or Parties: Bay Alarm

Effective Dates (From/To): Completion of installation 5 years from installation

Amount of Original: \$7,275

Amount of Modification: _____

Total Amount: \$7,275

Funding Source: 1020-15

Special Conditions/Terms:

Brief Description of Purpose:

Upgrade master fire control panel & smoke alarms at Happy Camp Data Center. Provide 24/7 alarm monitoring.

** REQUIRED SIGNATURES **

Dale Josephson
Requestor: Dale Josephson Date: 12/02/2013

[Signature]
**Chief Financial Officer Date: 12-4-13

[Signature]
**Director, Administrative Programs & Compliance Date: 12/5/13

[Signature]
**Director of Self Governance (MOU/MOA) or TERO (Contract) Date: _____

Updated October 25, 2012

This amended version supersedes all previous versions.

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Requestor: Eric Cutright

Date: September 2, 2013

Dept/Program: Information Technology

Funding Source: 1020-15

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

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

Procurement _____ ☐ Three quotes ☐ Sealed Bid ☐ Competitive Proposal

COMPARATIVE SUMMARY <i>(Minimum of Three Required)</i>				
Company Name	Date	Price	Contact/Phone	Indian Y/N
Bay Alarm	07/15/2013	\$ 7,275.00	Yori Niculescu 530-638-1069	No

Name of Selected Vendor: Bay Alarm

Basis:

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

Comments: This purchase and agreement is for fire and security monitoring at the IT data center on Highway 96 in Happy Camp. There is an installation fee of \$3015, and an annual monitoring fee of \$852 for a 5 year term. The other properties in Camp that are monitored, such as the Dental Clinic and the People's Center, use Bay Alarm.

**** REQUIRED SIGNATURES ****

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

by affixing your signature, you acknowledge that you have reviewed the attached information and that it is true and correct.

Eric Wright

Requestor

9/2/13
Date

Laura Mayton
**Chief Financial Officer

9-4-2013

Date

Hans Oliva
**Director, Administrative Programs & Compliance

SEPT 4, 2013
Date

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

Date _____

Other	
-------	--

Date _____



July 15th, 2013
Karuk Tribe

Dear Eric,

I would like to thank you for the opportunity to submit this proposal for your review and approval. Please allow me a brief moment to acquaint you with Bay Alarm Company.

Since 1946, our business has focused on providing business security to companies just like yours. With more than six decades of experience, we understand that loss prevention is a concern for businesses of all sizes. Our job is to take business security off your list of concerns.

With Bay Alarm as your business security partner, you gain the peace of mind that comes with having highly trained professionals handling your commercial security system. Not only are our in-house engineers experts in commercial security system design and integration, but they also provide extensive technical training and ongoing field support to our sales team. All our employees are up-to-date on the latest business security trends and technologies.

At Bay Alarm, we handle all aspects of your commercial security system, including ongoing monitoring. That means you will always be dealing directly with Bay Alarm for your business security needs, 24 hours a day.

Bay Alarm Company is a leader in our industry and we are proud to be affiliated with the following associations and agencies:

California Alarm Association
Central Station Alarm Association
Security Network of America
Nation Burglar and Fire Alarm

National Fire Protection Association (NFPA)
California Automatic Fire Alarm
Underwriters' Laboratories Listed

Thank you for your consideration. If I can be of any assistance by providing clarification or additional information please feel free to contact me. To learn more about Bay Alarm Company please visit us at www.bayalarm.com.

Sincerely,

Yori Niculescu
Commercial Sales Representative
Bay Alarm Company
530-232-3906 Office
530-638-1069 Cell
Yori.Niculescu@bayalarm.com

(Burglar Alarm)-Page 1 of 1

®



Burglar Alarm/ Fire Alarm

BAY ALARM TO INSTALL THE FOLLOWING IN:

One (1) DMP Fire Master Control Panel

One (1) Dedicated Power Supply

One (1) Set of Plans

Two (1) Smoke Detectors

-Bay Alarm to connect to existing horn, motions, and door contacts.

BAY ALARM TO PROVIDE THE FOLLOWING:

One (1) BayNet Feature-(Allows the following functions via secure website)

- Request a Bay Alarm service call
- Change or add emergency call list
- View help screens for your system
- View your account balance
- Edit billing address

Customer Retained Agreement

Total Installation Investment: \$2,420.00

Monthly Monitoring & Full Service on Bay Owned Equipment: \$40.00

- 50% of installation cost due upon signing agreement. Balance due upon completion of installation.
- Full Service Fee covers parts and labor on Bay Owned Equipment.
- Repairs on Customer Owned Devices to be performed on a time plus materials basis.
- Based on a 60 month term.

Eric Cutright

From: Niculescu, Yori <Yori.Niculescu@bayalarm.com>
Sent: Friday, July 26, 2013 4:11 PM
To: Eric Cutright
Subject: Add ons

Hi Eric,

Here are the prices you requested. These prices are contingent on the premise that we install these devices at the same time of the panel installation.

Cellnet:
monthly communication cost : \$28
Installation: \$412

Temperature sensor:
Monthly monitoring: \$3
Installation cost: \$183

Please let me know if you have any further questions.

Yori Niculescu
Commercial Sales
Bay Alarm Company
Redding Branch
2335 Larkspur Lane Suite A | Redding | CA | 96002

530-638-1069<tel:530-638-1069> | Fax 530-241-5680<tel:530-241-5680>
www.bayalarm.com<<http://www.bayalarm.com/>>



www.bayalarm.com
800-610-1000

COMMERCIAL PURCHASE AND/OR SERVICES AGREEMENT

- ☐ 9836 Kitty Ln., Oakland, CA 94603 ☐ 3819 Duck Creek Dr., Stockton, CA 95215 ☐ 1590 S. Lewis St., Anaheim, CA 92805
☐ 60 Berry Dr., Pacheco, CA 94553 ☐ 3475 Orange Grove Ave., N. Highlands, CA 95660 ☐ 1728 Standard Ave., Glendale, CA 91201
☐ 856 Mitten Rd., Burlingame, CA 94010 ☐ 2335 Larkspur Ln., Ste A, Redding, CA 96002 ☐ 1920 S. Archibald Ave., Ste K, Ontario, CA 91761
☐ 1016 Clegg Ct., Petaluma, CA 94954 ☐ 2264 Goodyear Ave., Ventura, CA 93003 ☐ 1250 E. 223rd St., Ste 114, Carson, CA 90745
☐ 1290 Hammerwood Ave., Ste D, Sunnyvale, CA 94089 ☐ 4883 Ranson Ct., Ste C, San Diego, CA 92111

CSFM AUTOMATIC FIRE EXTINGUISHING CONCERN, TYPE 1 LICENSE, A-0471
CALIFORNIA CONTRACTOR'S LICENSE NO. 880138
ALARM OPERATOR'S ACO LIC #28

☒ New System or Takeover ☐ New Owner ☐ Addendum-Alteration Addition ☐ Cancel Former Agreement-Alteration Addition

User hereby authorizes Bay Alarm Company hereinafter "Bay," or assigns to install and/or service a security system under the following conditions and agrees to pay the installation charge upon completion and the service charge in advance at Bay's address, for an initial period of five (5) years, from date the System is operational.

User KARUK TRIBE Phone (800) 505-2785

Address 63735 HWY. 96 City HAPPY CAMP Zip 96039

Bay will sell to you and install the security system ("System") described below and on the attached continuation page(s), and if subscribed to by User, monitor and provide other services pursuant to the terms and conditions of this agreement. Installation will begin approximately 4 weeks, and will be completed approximately 4 weeks. Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. User agrees to pay in addition to charges stated herein all taxes, permits, fees, or any costs relating to the System imposed by any governmental or regulatory body or increases in charges made by the telephone company. User understands there may be a direct telephone company charge for the installation of a telephone interface jack. Services to consist of the following only:

SALE AND INSTALLATION PRICE; PAYMENT:

TOTAL SALE AND INSTALL PRICE: \$ 3,015.00
(Plus Applicable Taxes to be billed separately)

DEPOSIT DUE AT SIGNING: \$ -1,508.00

DUE UPON COMPLETION
OF PREWIRE: \$ _____

BALANCE DUE UPON
SYSTEM COMPLETION: \$ 1,507.00

TYPE SERVICE:

INTRUSION ALARM

☒ Monitored

OPEN/CLOSING OPTIONS

- ☐ E-Autolog
☒ BayNet Plus
☒ Supervised: (select one below)
☒ Central Station Open/Closing
☐ User Keypad Control
☐ Video (addendum required)

- ☐ BAYLINK
☐ BAYNET
☐ CCTV
☐ ACCESS
☐ ELECTRONIC LOCK

- ☐ VIDEO VERIFICATION
☐ VIDEO NOTIFICATION
 (addendum required)

FIRE ALARM

☒ Monitored

FIRE TEST FREQUENCY

- ☒ NFPA 72
☐ Sprinkler Inspection Service
 Bay will inspect _____ risers per quarter

☐ Other _____

FIRE TEST DEVICES

- ☐ Panel Only
☒ Panel & Fire Devices

INDUSTRIAL MONITORING

- ☐ Refrigeration
☒ Temperature Control
☐ Other _____

☐ OTHER _____

COMMUNICATION TYPE:

- ☒ POTS (Plain Old Telephone Service)
☐ Internet Protocol
☐ Local

WIRELESS TRANSMISSION

- ☒ Digital Cellular Alarm Back-Up
☐ Digital Cellular Alarm Only
☐ Other _____

OTHER _____

FOR OFFICE USE ONLY

MONTHLY SERVICE CHARGE: \$ 71.00 Payable quarterly in advance.

BAY ALARM:

USER SIGN, DATE & PRINT NAME HERE

DATE / /
M D YEAR

↓
 USER UNDERSTANDS AND AGREES BY SIGNING BELOW, USER IS BOUND TO
 ALL TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT #1-#7.

YORI NICULESCU 94824
 SALES REPRESENTATIVE AGENT #

APPROVED (Office Use Only) _____ DATE _____

AUTHORIZED SIGNATURE _____ TITLE _____

SIGNER'S NAME (PRINTED OR TYPED) _____

☐ CORP ☐ LLC ☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ OTHER _____

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

User _____

KARUK TRIBE

Address _____

63735 HWY. 96

City _____

HAPPY CAMP

Zip _____

96039

SERVICES PROVIDED:

- ☐ **Monitor Only:** Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.
- ☐ **Full Service:** Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates which include a minimum 30 minute visit charge. **DEVICE BATTERIES EXCLUDED**
- ☒ **Time Plus Materials Service:** : At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

How to Get Service: Call Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.

IF AN INTRUSION ALARM

- Glass break detectors, motion detectors, photo electric beams are for area detection only. User to provide a clear path.
- Wireless Holdup Buttons - User is aware transmitter push button may cease operating without notice and function is affected by battery charge or distance from control unit. User agrees that Bay is neither responsible nor liable and holds Bay harmless from any consequences associated with this device.
- Wireless Devices - User is aware that it is User's responsibility to maintain and replace transmitter batteries when necessary. Bay will provide this service for a fee if User so desires.
- Local authorities may require that you obtain a permit or license to use a monitored alarm system. (See paragraph 6)

IF A TAKEOVER/CONNECT TO USER-OWNED DEVICES

- Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

IF A NEW OWNER LABOR AGREEMENT

- Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

IF A UL CERTIFICATE IS ISSUED

- User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee.
- Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty (30) days in advance by User.

IF INDUSTRIAL MONITORING

- User to supply dry set "C" type contacts and conduit required for Bay connection. Monthly charges include up to two (2) signal transmissions per transmitter per month. An excessive amount over and above this will result in an additional charge per signal above Bay's then prevailing rate.

IF BAYLINK IS SOLD

- User will receive an email from Bay when their system sends a bypass/trouble/open or close signal from their alarm system. User understands that Bay will make reasonable efforts to communicate through email messages only.

IF SOFTWARE IS PROVIDED

- Computer shall be supplied according to Bay's specifications and shall be free from defect.
- User understands and agrees that although protected by appropriate safeguards, installing remote access dial-in software carries some risk of access to and control of the security system by unauthorized persons. It is the User's responsibility to keep the password, installed software, and modem under their control at all times.
- If networking software is installed, it is the User's responsibility to provide and maintain a network that can support any installed software by Bay.

IF A CCTV SYSTEM

- User is aware that there are certain rights to privacy enjoyed by employees and the public. As a condition to this installation, it is the User's responsibility to ensure compliance with all applicable privacy laws. User agrees to provide sufficient lighting to meet required scene illuminations.
- User is solely responsible for providing and maintaining film and/or video tape for CCTV systems.

NETWORK CONNECTIVITY & TRANSMISSION FACILITIES

- User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, system outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time.

PROGRESS BILLING

- User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

USER: _____ KARUK TRIBE
ADDRESS: _____ 63735 HWY. 96 _____ CITY: _____ HAPPY CAMP _____ ZIP: _____ 96039

VOIP TELEPHONE SERVICE

- The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

IF A FIRE SYSTEM

- Smoke/Heat detectors — for area or spot detection only.
- Bay to plan check and apply for city permits. **User agrees to pay all city, permit, plan check, or drawing charges as required.**
- User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.
- If POTS is used, User to provide two (2) User-controlled phone lines.
- User to provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power.
- If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.
- If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.
- User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.
- Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.
- Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fee is payable.
- HVAC system power/shut off is to be provided by mechanical and/or electrical contractors. Bay will monitor only.
- If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.
- Any painting and/or patching is not included unless expressly stated otherwise.
- Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.
- Bay shall install a fire alarm system based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

IF SPRINKLER INSPECTION SERVICE

- If Sprinkler Inspection Service is provided, Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, Article 4.
- Bay is not providing or will not provide design analysis of the premises sprinkler system through the Sprinkler Inspection Service inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer.

IF FIRE INSPECTIONS ARE TO BE PERFORMED

- Bay will perform fire inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate.
- Depending on the type of inspection being performed, User understands and agrees it may cause a disruption in business.

IF AN ADDENDUM-ALTERATION ADDITION AGREEMENT

- User understands and agrees that Bay will leave balance of System as listed per previous agreements.

IF A CANCELS FORMER AGREEMENT

- Contract terms begin upon date the System and/or Service is online.

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY.

THE SYSTEM MUST BE CONNECTED TO A (POTS) PLAIN OLD TELEPHONE SERVICE LINE AND MAY NOT WORK WITH OTHER COMMUNICATION METHODS SUCH AS CELLULAR OR VOIP SERVICES.
(see paragraph 11)

KARUK TRIBE

1) Bay Alarm to Remove 2) Bay Alarm to Relocate 3) Bay Alarm to Install 4) Bay Alarm to Connect 5) Leave Balance of System

PAGE 4 OF 7

User _____

KARUK TRIBE

Address _____

63735 HWY. 96

City _____

HAPPY CAMP

Zip _____

96039

1. **LIMITED WARRANTY:** (a) **WHAT IS COVERED:** For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) **HOW TO GET SERVICE:** Call 1-800-470-1000. (c) **WHAT IS NOT COVERED:** Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. This warranty does not include disposable items such as access control entry cards, telephone cords, camera film or video tape. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. All the implied warranties of merchantability or fitness for any special purpose are limited to the duration of this expressed limited warranty. We do not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (d) **STATE LAW:** Some states do not allow the exclusion or the limitation of consequential or incidental damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

2. **ADDITIONAL COSTS:** User agrees to pay Bay's standard rate for past due or carrying charges and collection costs if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User will receive no credit if System is temporarily disconnected or out of service for any reason. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A re-connection fee in addition to all past due amounts, will be required prior to reactivating System. *Maybe provide assets value so it isn't uncertain?*

3. **BAY IS NOT AN INSURER, LIQUIDATED DAMAGES, LIMITATION OF LIABILITY:** For all Systems and services provided, User acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Bay's negligence, a failure by Bay to perform any of the obligations herein, including but not limited to, installation, monitoring, warranty repair, repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things; a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any police or fire department should they be notified as a result of a signal from or at premises or notified of an audible device sounding; c) The inability to ascertain in advance what portion, if any, of any personal injury, death or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; d) A CCTV or access control system may not observe, detect or prevent an unauthorized intrusion or entry onto the premises; e) The nature of the service to be performed by Bay. **User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring, fire inspections, or the failure of the System equipment in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars (\$1,500.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees.** User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

4. **THIRD PARTY INDEMNIFICATION:** When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or non-operation of the System whether based upon negligence, warranty, contribution, indemnification, strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

5. **SUBROGATION:** So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision. *Set up monthly testing schedule*

6. **USER DUTIES:** You will instruct all other persons who may use the System on its proper use. You will test the System's protective devices and send test signals to our Central Station in accordance with our instructions at least monthly. If the System includes space protection (i.e. microwave, infrared, photo-beams, or other such detectors) you will turn off, control, or remove all things such as air conditioning systems and heaters that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. In the case of a fire alarm System, you will notify us in writing of any change in your fire rating bureau or agency. You are solely responsible for issuing and controlling access control cards and programming changes to the remote access system.

7. **INSTALLATION:** User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability at Bay's current prevailing rate. User has approved the locations

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

User _____
 Address _____ 63735 HWY. 96 _____ City _____ HAPPY CAMP _____ Zip _____ 96039

of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken or loose doors and windows) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. If the System includes an exterior audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. User will provide non-switched electrical outlets for the System's transformers. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After the completion of the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

8. CHARGES, TAXES, RATE INCREASES: All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. Notwithstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User is unwilling to pay such additional monthly charges imposed pursuant to this sub-paragraph and Bay is unwilling to rescind the additional amount, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this sub-paragraph.

9. ASSIGNEES/SUBCONTRACTORS OF BAY: Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including someone who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repair or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

10. MONITORING SERVICE: When a signal from the System is received in Bay's Central Station, Bay will try to telephone the proper police or fire department or other emergency personnel and the first available person on the Emergency Notification List User gives us. You will notify us in writing of any changes in the instructions. User agrees that Bay, at its discretion, may respond to alarms using Bay personnel in addition to or in lieu of police or User's representative. To avoid false alarms, Bay may (a) use the "listen-in" device of the System, if one has been provided, or (b) call User's premises first to determine if an actual emergency exists before Bay calls any authorities. If Bay has reason to believe that no actual emergency exists, Bay may choose not to place such notification calls. Bay may discontinue any part of this service if required to do so by governmental or insurance authorities. User acknowledges and agrees that both User and Bay are required to comply with all laws, rules and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such authorities, now or in the future, require physical or visual verification or multi-telephone verification (e.g. two-call verification or ECV) of any emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the current monthly fee. User consents to the tape recording of all telephonic communications between Bay's Central Station and User's premises. Bay may charge User for non-emergency signals, use of premises keys or alarm response by Bay personnel. If Bay holds premises keys, it is hereby authorized to enter and make a visual inspection of the interior of the premises or protected area. User understands and agrees that Bay's response agents do not have special arrest or law enforcement powers and may act only as ordinary citizens. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System are sent over User's plain old telephone service to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions beyond the control of Bay.

11. EXCESSIVE ALARMS: In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, in its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. **In the event Bay dispatches an agent to respond to an alarm originating from User's premises where User intentionally, accidentally, or negligently has activated the alarm signal and no emergency exists, or if Bay makes any service call caused by the inadvertence or negligence of User, User shall pay Bay a service charge at Bay's then prevailing rates. User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate.** In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE

12. DISCONNECT POLICY: User hereby authorizes Bay to manually or automatically disconnect System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

13. CONTROL COMMUNICATOR: The control communicator is owned by Bay. User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming in order to perform diagnostics, change and/or update information, or disconnect service upon the termination or expiration of this agreement.

14. RENEWAL; ENTIRE AGREEMENT: This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date. It is understood and agreed by and between the parties hereto, that if there is any conflict between this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superceded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge. We retain ownership in the System until the sales price is paid in full. If you fail to make any payment for the purchase of the System you empower us and will permit us to disconnect and remove the System or any part of it from your premises. In addition we may pursue any rights and remedies we may have as a secured creditor under the Uniform Commercial Code or pursue any other rights we may have under the law. Removal or disconnection of the System shall not be deemed a waiver of our rights to collect damages, and we shall be under no obligation to restore your premises to its original condition if we terminate the installation or remove the System or any part of it.

15. GOVERNING LAW: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County California as the exclusive place of venue.

16. LEGAL WAIVERS; JUDICIAL REFERENCE: Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17. IMAGING: User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

18. DEFAULT BY USER; EXPIRATION; TERMINATION: If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against User or his property, or if User makes an assignment for the benefit of creditors, User and Trustee or Assignee appointed to take charge of User's assets shall elect within thirty (30) days to assume or reject this agreement. If assumed, the party assuming this agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Bay adequate assurances of the future performances. Bay shall have the right to terminate this agreement. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement, including loss of profits. Thirty day written cancellation required. At the expiration or termination of this agreement for any reason, Bay is authorized to enter onto the premises of User and remove Bay's identification signs, decals, equipment and reprogram or otherwise modify the control communicator so that it will no longer communicate signals to Bay's Central Station.

19. BAY'S LICENSES: Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95814. Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826.

Please Read Entire Agreement

DATE / /
 M D YEAR

USER UNDERSTANDS AND AGREES BY SIGNING BELOW, USER IS BOUND TO
ALL TERMS AND CONDITIONS ON ALL PAGES OF THIS AGREEMENT #1-#7.

USER SIGN, DATE & PRINT NAME HERE



AUTHORIZED SIGNATURE

TITLE

SIGNER'S NAME (PRINTED OR TYPED)

☐ CORP ☐ LLC ☐ SOLE PROPRIETOR ☐ PARTNERSHIP ☐ OTHER _____

Tribal Council Report
Karuk Tribe Department of Transportation
Council Meeting: December 19, 2013

Submitted by: Sandi Tripp, Director of Transportation
Date: December 11, 2013

Tribal Transportation Program

Safety Summit

Last month I attended the California Tribal Transportation Safety Summit in Sacramento, CA, along with representatives from the Western Tribal Transportation Training and Technical Assistance Program (Western TTAP), California Department of Transportation (Caltrans), Federal Highway Administration (FHWA), and Bureau of Indian Affairs (BIA). It was an informative forum as we reviewed the following points:

- California tribal road safety issues and challenges
- Improving crash data collection, analysis and sharing
- Share experiences and begin developing new tribal safety initiatives
- Identify a list of action items that improve tribal transportation safety
- Develop a process for continuing the dialogue and addressing safety concerns among the Federal, State and Tribal transportation communities.

The conclusion of the meeting was basically that due to new responsibilities for performance measurements, as identified in the current Transportation legislation MAP-21, we must work with enforcement agencies to compel them to recognize the Tribes as partner agencies and allow for input of crash data and into the state data base to ensure equitable access for Tribal Safety Project fund development. The group seemed to be committed to working on a solution and I will initiate the conversation and coordination at the next Caltrans NAAC meeting.

FHWA

While in Sacramento I met with Bob Sparrow, FHWA Tribal Transportation Program Director, and several other FHWA officials to discuss the Karuk Tribe Transportation Program. I presented concerns regarding the minimum attachments that are required to add transportation facility to our TTP Inventory. I cited issues related to jurisdictional resistance when attempting to add a County or City route. We discussed the alternative documentation that will meet the current requirements and FHWA's commitment to review the minimum attachment issue at the next TTPCC meeting.

We further discussed our TTP Safety Fund proposals. FHWA noted that we would soon receive notice of funding for one Safety Plan in the amount of \$12,500 and the funds would be awarded to the Tribe, along with our partial annual allocation, in a FHWA Referenced Funding Agreement (**See attached: Action Item #1**). We also discussed the Tribal Safety funding proposal for Red Cap Road Bikeway that we submitted for \$250,000. FHWA advised me that the NOFA for FY14 Tribal Safety Funds will be published in January 2014 and that we should resubmit the proposal for this upcoming funding cycle. Overall, both this FHWA meeting and the Tribal Safety Summit were very productive and allow for good networking opportunities.

Tribal Transportation Improvement Program

I am currently in the process of developing a Tribal Transportation Improvement Program (TTIP) for FY 2014-2019.

The TTIP is developed through an annual Departmental planning process and is in accordance with 25 CFR, Part 170. The TTIP identifies a multi-year list of immediate implementation priorities for transportation improvement projects and strategies, a financial plan and descriptions (type of work, length and contributors, etc.) for each project in the TTIP. This document is financially constrained in that it is realistic in terms of available funding and is not a wish list, as it must contain eligible projects.

Once approved by Tribal Resolution the Karuk Tribal TTIP will be accepted by FHWA thus becoming “Official” and finally incorporated into the Californian State Transportation Improvement Plan (STIP). At that time we will have full approval to allocate funds to new projects in the TTIP. To clarify, we do have a current Official TTIP that identifies current and upcoming priority projects; this new TTIP will allow us to update the current TTIP with new projects.

FY 2014 Karuk Tribe TTP Estimated Funding Allocation: \$678,716

FY 2015 Karuk Tribe TTP Estimated Funding Allocation: \$721,152

FY 2016 Karuk Tribe TTP Estimated Funding Allocation: \$803,580

On Call Engineering Services – RFQ and Contracts

As you may recall, for the last two years, the Karuk DOT has advertised, as per the Karuk Tribe Procurement Policy, a “Request for Qualification” (RFQ) and obtained the services of select engineering firms to accomplish technical planning and engineering tasks related to Transportation Program responsibilities.

On November 3, 2013 the Karuk DOT advertised the annual RFQ for On-Call Engineering Services (14-RFQ-001), the deadline for responses was October 18, 2013. We received two responses to the RFQ and on November 15, 2013, a Tribal Ranking Team assembled (Sandi Tripp, Erin Hillman and Scott Quinn) and reviewed the two said responses. After review and discussion the Ranking Team identified each of the two firms as highly proficient at either planning or technical project PS&E development, thus compelling the Team to agree to develop two separate Contractual Agreements. The first proposed contractual agreement would be with WHPacific (**See attached: Action Item #2**) for the development of a Karuk Tribe Long Range Transportation Plan and the Tribal Safety Plan. The second proposed contractual agreement would be with the engineering firm GHD, Inc. (**See attached: Action Item #3**) for the development of PS&E packages for select Karuk DOT Priority Projects.

During the meeting on November 15, 2013, the Ranking Team further discussed time frames that are required to complete tasks related to comprehensive technical DOT documents. In this case, the ranking team agreed that the most cost effective contractual agreement process would be to identify the contract duration for one year, with an option to extend for an additional twelve month period. The contractual duration extension would be allowable as per the following review process:

Completion of bi-annual evaluations to ensure all contractual tasks, milestones and deliverables are being accomplished as expected; and, the contractor is found to be in good

standing. At that time the contract duration may be deemed extendable for an additional twelve month period and a contract modification shall be developed for review and Tribal Council approval.

Red Cap Bikeway (RCBW)

As you may recall, I have been working with the County of Humboldt to determine cost to construct estimates. I now have a preliminary estimate to share with Tribal Council. I will bring copies of the Cost Estimate to the upcoming Council meeting for review. Although this project is partially funded through a CA State grant and I am diligently researching to determine a solid funding stream to ensure project delivery as scheduled. If we are successful in obtaining additional funding and can meet our targeted budget, construction implementation will be on schedule for 2014/2015.

In October I met with Humboldt County Department of Public Works to discuss the design, ROW and bridge project related to the RCBW. I now have a preliminary design for the RCBW to share with Council and I will bring copies of the plan set to the upcoming Council meeting for review. I expect to have a public meeting and media event regarding this project within the next two months. We are meeting all project timelines and task milestones for this project. I will share all relevant project information and the preliminary project design with Tribal Council as it becomes available.

KCDC/KTHA Parking Facility

This project is now in the close out phase and Mike Peters Inc. (Contact #13-C-063) is developing the final invoice for this project. The invoice has been reviewed and I have advised the contractor of the particulars of the Tribal tax system and he is now in the process of providing the necessary supporting documentation for this process.

Bucky Lantz did a great job ensuring the project was implemented in a timely manner and as per project specifications. FHWA came for a project review meeting and had very positive feedback on this project. This project is complete and I expect final Project closeout by January 2014. I will share any relevant project information with Tribal Council as it becomes available.

Orleans Wellness Cnt – Asip Road Parking Facility Project

Several months ago I shared with Tribal Council the preliminary design sheet for the Orleans Wellness Center Parking Facility Project. As noted last month I advertised to obtain a professional licensed arborist to assist in the hazard tree removal at this project site. Tribal Council approved a contract with Roll'n Rock Construction and we began tree removal the first week of December. All stump removal and cleanup will commence once the final environmental documents are completed. I have coordinated with Earl Crosby and we will complete the stump removal through a Transportation Program funded joint project.

The revised preliminary design plan is almost complete for this project. I will share all relevant project information and the revised preliminary project design with Tribal Council as it becomes available.

Transportation Maintenance

Bucky Lantz, Lead Roads Maintenance Worker and his crew member(s) have 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:

- Construction Management – KCDC/KTHA Parking Facility Project
- Orleans Wellness Center – Tree Removal
- Emergency Fire FEMA coordination
- Ongoing Roadway winterizing and removal of roadside vegetation in Yreka area routes within the KTHA housing complex.
- Ongoing Gutter and DI maintenance on all Tribal routes including Yreka, Happy Camp and Orleans
- Ongoing equipment maintenance and repair
- Ongoing route review to identify maintenance and project needs

Action Items:

Action Item #1 - FHWA Referenced Funding Agreement #DTFH69-14-H-00051

The funds shown in this RFA reflect the initial amounts made available in FY 2014 as a result of the passage of PL 113-468 which resulted in 107/365 of FY 2014 Program levels being made available. This RFA includes funds awarded to the Karuk Tribe from the Tribal Transportation Program Safety Fund to develop a new Karuk Tribe Transportation Safety Plan.

Action Item #2 - WHPacific Agreement for Independent Contractor Services #14-C-____

For the development of a Karuk Tribe Long Range Transportation Plan and the Tribal Transportation Safety Plan.

Action Item #3 - GHD, Inc. Agreement for Independent Contractor Services #14-C-____

For new and continued development of PS&E packages for select Karuk DOT Priority Projects.

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Sandi Tripp **DATE:** 11/25/2013

DEPARTMENT: Department of Transportation

DEADLINE: 12/12/13 **AMOUNT:** \$ 201,775.74 **DATES FROM:** 10/1/2013 **TO:** 9/30/2014

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

Referenced Funding Agreement with Federal Highway Administration (FHWA) 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 the Karuk Tribe along with related program administration activities and associated transportation services.

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


COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES*

REQUESTOR*		DATE <u>11/25/13</u>
CFO*	_____	DATE _____
COMPLIANCE*	_____	DATE _____
CHAIRMAN	_____	DATE _____
OTHER	_____	DATE _____

REFERENCED FUNDING AGREEMENT

Pursuant to Karuk Tribe's Tribal Transportation Program Agreement With the Department of Transportation for Fiscal Year 2014

(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, 2013, 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 2014 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:

FY 2014 Tribal Transportation Program Funding and other FLH funds:

TTP Funds (23 USC 202(b))	\$	185,069.61
TTP Planning Funds (2%) (23 USC 202(c))	\$	4,206.13
Total FY 2014 Funds	\$	189,275.74*

TTP Tribal Safety Funds (FY13 Funding Application)	\$	12,500.00†
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Total Amount for this RFA: \$ 201,775.74

SUMMARY

Amount of this RFA	\$	201,775.74
Amount provided through prior FY 2014 RFAs	\$	0.00
Total Amount provided to date through FY 2014 RFAs	\$	201,775.74

(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.

* The Parties acknowledge that the funds shown in this RFA reflect the initial amounts made available in FY 2014 as a result of the passage of PL 113-468 which resulted in 107/365 of FY14 Program levels being made available.

† These funds are an award from the Tribal Transportation Program Safety Fund to develop a new Tribal Transportation Safety Plan

(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 2014 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) Fund Availability. – Unless otherwise noted in this RFA, all funds provided by this RFA do not expire at the end of the fiscal year and are available until expended by the Tribe.

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

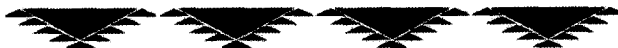
Date

Date

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

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

Karuk Tribe



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

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

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One:

☒
☐
☐
☐

Contract
MOU
Agreement
Amendment

Karuk Tribe Number Assigned: _____

Funder/Agency Assigned: _____
Prior Amendment: _____

FHWA

REQUIRED →

*Procurement Attached

☒

*Budget Attached

☒

*System for Award Management (SAM) (CONTRACTS ONLY)

☒

KCDC/KTHA Notification required

☐

Yes

☒

No

Requestor:

Sandi Tripp

Date: December 4, 2013

Department/Program:

Transportation

Name of Contractor or Parties:

WHPacific

Effective Dates (From/To):

December 19, 2013

December 19, 2014

Amount of Original:

\$40,000

Amount of Modification:

\$0

Total Amount:

\$40,000

Funding Source:

2231-03-7600.13

Special Conditions/Terms:

Brief Description of Purpose:

One year on-call Engineering Services contract with option to extend for one year.

** REQUIRED SIGNATURES **


Requestor

12-10-13
Date

**Chief Financial Officer

Date

**Director, Administrative Programs & Compliance

Date

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

Date

Date

WHPACIFIC, INC.

DUNS: 809807907 CAGE Code: 522M0

Status: Active

9755 SW BARNES RD STE 300

PORTLAND, OR, 97225-0000 ,

UNITED STATES

Entity Overview

Entity Information

Name: WHPACIFIC, INC.
Business Type: Business or Organization
Registration Status: Active
Expiration Date: 10/25/2014

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1278.20131018-1401

WWW1

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



**Request for Contracts
On-Call Engineering Services
Justification Summary
November 22, 2013**

Department of Transportation

On-Call Engineering Services Background Summary

The Karuk Tribe Department of Transportation (DOT) does not currently have the need to employ full time engineering staff, although periodically, the DOT needs technical assistance for select transportation planning efforts and professional engineering assistance to develop select project PS&E packages.

For the last two years, the Karuk DOT has advertised as per the Karuk Tribe Procurement Policy a "Request for Qualification" (RFQ) and obtained the services of select engineering firms to accomplish technical planning and engineering tasks identified by the DOT Director.

On November 3, 2013 the DOT advertised the annual RFQ for On-Call Engineering Services (14-RFQ-001), the deadline for responses was October 18, 2013. We received two responses to the RFQ and on November 15, 2013, a Tribal Ranking Team assembled (Sandi Tripp, Erin Hillman and Scott Quinn) and reviewed the two said responses. After review and discussion the Ranking Team identified each of the two firms as highly proficient at either planning or technical project PS&E development, thus compelling the Team to agree to develop two separate Contractual Agreements:

Contract #1 - WHPacific

Tasks: Development of a LRTP and Safety Plan

Contract #2 - GHD, Inc.

Tasks: Development of PS&E Packages for select Karuk DOT Priority Projects

Contract Duration - Opinion to Extend for two years

During the meeting on November 15, 2013, the Ranking Team further discussed time frames that are required to complete tasks related to comprehensive technical DOT documents. In this case, the ranking team agreed that the most cost effective contractual agreement process would be to identify the contract duration for one year, with an opinion to extend for an additional twelve month period. The contractual duration extension would be allowable as per the following review process:

The Karuk DOT Director shall preform bi-annual evaluations to ensure all contractual tasks, milestones and deliverables are being accomplished as expected; and, the contactor is found to be in good standing. At that time the contract duration may be deemed extendable for an additional twelve month period* and a contract modification shall be developed for review and Tribal Council approval.

*The contract duration extension period shall also be subject to a bi-annual evaluation to ensure all contractual tasks, milestones and deliverables are being accomplished as agreed upon.

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

Karuk Tribe



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Administrative Office

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

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Contract Number: 14-C-_____

This Agreement, dated as of December 19, 2013, is between the Karuk Tribe (hereinafter "the TRIBE") and WHPacific Inc. (hereinafter "INDEPENDENT CONTRACTOR"), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from December 19, 2013 to December 19, 2014, with option to extend for one year.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, Forty thousand dollars and zero cents (\$40,000.00). 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 Department of Transportation Director 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

WHPacific, Inc.
9755 S.W. Barnes Road, Suite 300
Portland, OR 97225
TIN: 203966470

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)

- **Contract Attachment: WHPacific Statement of Qualifications and Fee Schedule**
- **WHPacific and the Karuk Tribe Department of Transportation shall coordinate a formal LRTP Kick-Off meeting to establish overall Plan goals and procedures, as well as a detailed scheduling matrix.**

WHPacific acknowledges the LRTP shall include but not be limited to the following processes and deliverables:

- Establishing a process for determining transportation needs on Karuk tribal lands.
- Preparing or updating plans that define transportation needs and provide improvement recommendations.
- Conduct travel demand studies that help identify and evaluate present and projected social and community development growth patterns based on existing and proposed land use plans and/or other socio-economic information. The development of this plan will include road projects contained in the Tribe's current road construction priority listing and newly identified transportation priority projects to meet projected transportation needs.
- Identify transportation priorities over a long term planning horizon.
- Development of short, mid and long term transportation improvement projects.
- Development of a "maintenance matrix", which will provide a schedule for road maintenance based on road condition, functional classification, safety and other variables.
- Compile and develop all necessary inventory documentation as per CFR Title 25 Subpart 170 guidelines.
- Complete a Karuk Tribal Safety Plan as per MAP21 and FHWA requirements.

Karuk Community Health Clinic
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Fax: (530) 493-5270

Karuk Tribe



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

Administrative Office

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

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One:

☒
☐
☐
☐

Contract
MOU
Agreement
Amendment

Karuk Tribe Number Assigned: _____

Funder/Agency Assigned:
Prior Amendment:

FHWA

REQUIRED → *Procurement Attached

☒

*Budget Attached

☒

*System for Award Management (SAM) (CONTRACTS ONLY)

☒

KCHC/KTHA Notification Policy Selected

☐

Yes

☒

No

Requestor:

Sandi Tripp

Date: December 10, 2013

Department/Program:

Department of Transportation

Name of Contractor or Parties:

GHD, Inc.

Effective Dates (From/To):

December 19, 2013

December 19, 2014

Amount of Original:

\$40,000

Amount of Modification:

Total Amount:

\$40,000

Funding Source:

2231-03-7600.13

Special Conditions/Terms:

Brief Description of Purpose:

One year contract with option to extend, for on-call engineering services.

** REQUIRED SIGNATURES **



12-10-13
Date

**Chief Financial Officer

Date

**Director, Administrative Programs & Compliance

Date

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

Date

Other

Date

GHD INC.

DUNS: 189435238 CAGE Code: 5MTJ2

Status: Active

16451 SCIENTIFIC WAY

IRVINE, CA, 92618-4355,

UNITED STATES

Entity Overview

Entity Information

Name: GHD INC.
Business Type: Business or Organization
POC Name: Michael Carter
Registration Status: Active
Expiration Date: 06/26/2014

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1278.20131018-1401

WWW1

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



**Request for Contracts
On-Call Engineering Services
Justification Summary
November 22, 2013**

Department of Transportation

On-Call Engineering Services Background Summary

The Karuk Tribe Department of Transportation (DOT) does not currently have the need to employ full time engineering staff, although periodically, the DOT needs technical assistance for select transportation planning efforts and professional engineering assistance to develop select project PS&E packages.

For the last two years, the Karuk DOT has advertised as per the Karuk Tribe Procurement Policy a "Request for Qualification" (RFQ) and obtained the services of select engineering firms to accomplish technical planning and engineering tasks identified by the DOT Director.

On November 3, 2013 the DOT advertised the annual RFQ for On-Call Engineering Services (14-RFQ-001), the deadline for responses was October 18, 2013. We received two responses to the RFQ and on November 15, 2013, a Tribal Ranking Team assembled (Sandi Tripp, Erin Hillman and Scott Quinn) and reviewed the two said responses. After review and discussion the Ranking Team identified each of the two firms as highly proficient at either planning or technical project PS&E development, thus compelling the Team to agree to develop two separate Contractual Agreements:

Contract #1 - WHPacific

Tasks: Development of a LRTP and Safety Plan

Contract #2 - GHD, Inc.

Tasks: Development of PS&E Packages for select Karuk DOT Priority Projects

Contract Duration - Opinion to Extend for two years

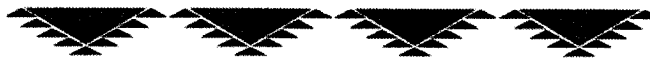
During the meeting on November 15, 2013, the Ranking Team further discussed time frames that are required to complete tasks related to comprehensive technical DOT documents. In this case, the ranking team agreed that the most cost effective contractual agreement process would be to identify the contract duration for one year, with an opinion to extend for an additional twelve month period. The contractual duration extension would be allowable as per the following review process:

The Karuk DOT Director shall preform bi-annual evaluations to ensure all contractual tasks, milestones and deliverables are being accomplished as expected; and, the contactor is found to be in good standing. At that time the contract duration may be deemed extendable for an additional twelve month period* and a contract modification shall be developed for review and Tribal Council approval.

*The contract duration extension period shall also be subject to a bi-annual evaluation to ensure all contractual tasks, milestones and deliverables are being accomplished as agreed upon.

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AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Contract Number: 14-C-_____

This Agreement, dated as of December 19, 2013, is between the Karuk Tribe (hereinafter “the TRIBE”) and GHD, Inc. (hereinafter “INDEPENDENT CONTRACTOR”), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from December 19, 2013 to December 19, 2014, with option to extend.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, Forty thousand dollars and zero cents (\$40,000.00). 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 Department of Transportation Director 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.
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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

GHD, Inc.
718 Third Street
Eureka, CA 95501
TIN: 98-0425935

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)

***See Attached:** GHD, Inc. Statement of Qualifications and Fee Schedule.

Karuk Department of Tribal Lands Management

November 21, 2013 Council Report

Scott Quinn – Director
October 18, 2013 to December 13, 2013

Land – We had a plumbing leak at the White Mtn. Estates MH Park in Yreka. I worked with our park manager Sandra Sheub to remedy it. I also processed November rentals.

I've been working with Jaclyn Goodwin and Patrick Sullivan on the Non Disclosure Agreement language for a property purchase in Yreka. The Council approved the agreement, but we need to add language in Section 11(h) for a Limited Waiver of Sovereign Immunity (see attached resolution and agreement).

I requested Updated Title Reports for Adamson, Yreka Clinic, Upper Katamiin and the Tebbe Properties.

I've been assisting a tribal member to acquire trust ownership in an allotment.

I have been working with a realtor to make an offer on the Tishaniik Property in Orleans. The Council approved an offer which I sent off to the realtor, but the owner has indicated that the seller has another offer so we will need to strategize on our next steps.

I printed a poster for the Acorn Camp.

I looked up Upper Tishaniik information for Eric. He would like me to look for corner markers.

I reviewed 1 KTHA Environmental document for Chairman's signature.

On 11/15/13 I met with Erin Hillman and Sandi Tripp to review on-call engineering service for the Karuk DOT.

I had a last minute request from the BIA for a Solid Waste Funding Proposal. I took a previous BIA unfunded solid waste project and resubmitted. The BIA informed us we will be receiving \$20,000.

I've been working with the Title Company to convey the Happy Camp Seniors Inc. Log Building to the Tribe. We will need documentation from HC Seniors as well as the previous owners.

I gave Jaclyn Goodwin the information she needs for the BIA minimum data reports.

GIS – I made two maps for our the Karuk Department of Transportation for proposals Sandi Tripp is working on.

I made a map of the Klamath Basin for Craig Tucker with the DNR.

I drafted a road map with the city limits to determine the city boundary as its related to county roads and the proposed casino.

CASINO I reviewed the Final Draft TEIR for the Casino project.

On 10/28/2013 I sat in on a phone conference with Jaclyn, Dennis, and the State. I've been working with Jaclyn and Duke Arwood on the timing of a special election for a constitution and the proposed amendment language. I also reviewed Jaclyn and Stephanie's letter to the State.

I have been helping to review proposed NDA's for financing.

On 10/21/13 I met with Chairman Attebery, Laura Mayton, and TFA for meetings with potential financiers.

I solicited estimates and put together a contract, which the Council approved on 11/14/2013, for a Wetlands Delineation of the Tebbe Property.

I reviewed the Casino Design Development Plans, presented them to the Council on 10/21/2013 and send comments to the casino architect. These plans will be the basis of a lump sum price for the casino construction, and the basis for the final construction documents.

On 12/5/13 I participated on a casino conference call.

I reviewed Dennis's new proposed IGA and commented on it.

Completed the Yreka Land Use Permit Application including the Impact Fee Worksheet.

APPROVALS

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
Phone: (530) 627-3452
Fax: (530) 627-3445

**DEPARTMENT OF NATURAL RESOURCES
TRIBAL COUNCIL REPORT
December 2013**

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

Action Item

WATER RESOURCES COORDINATOR/ Crystal Bowman

Current Sampling and WQ Reports

WQ Staff:

1. Sampling for nutrients on the Klamath mainstem from Iron Gate to Orleans and including Scott, Shasta and Salmon River mouth began monthly in November.
2. Rock Lake and Knownothing Watershed monitoring project began in late June and was collected bi-monthly through October at this frequency. Collection included: nutrients, bacteria, sediment, stream flow and water and air chemistry. Since November we have continued only the water and air probes. Collection for heavy metals is being planned to begin in December.
3. Fish Disease sampling continues to be collected every week, a project in cooperation with the Yurok Tribe and Oregon State University.
4. Sampling for bacteria in the mainstem Klamath and tributaries will be weekly at selected locations and the Somes Bar workstation is beginning a new project analyzing bacteria inputs to the drinking water system.
5. Datasondes deployed and calibrated every two weeks at the outlet of Iron Gate dam through the winter months.

Water Quality Meetings and Trainings

Water Resources Coordinator:

1. Attended the following Teleconferences and/or Webinars
 - a. Technical Advisory Committee teleconferences (2) to discuss wetland restoration in the Upper Basin.
 - b. Hosted meeting with Tribal WQ Workgroup to discuss this years allocated funding with Tim Wilhite at EPA.

2. Met with Jill at Happy Camp Karuk GIS department to go over taking points on the Trimble GPS unit for the Somes Bar study. Also, I outlined the mapping needs from her for the project.
3. Attended ANA grant meeting with Leaf, Craig, Lisa and Erin to discuss this year's application and progress.
4. Met with DNR staff, Riverkeeper and others to review Montague Irrigation District law suit settlement agreements.

State and Federal Processes

None.

Administrative

Water Resources Coordinator:

Grants

- a. Reviewing ANA 2012 proposals and budgets, modifying and meeting with Craig to line out tasks

Reports

- a. Analyzing Knownothing temperature probes, QA/QC on data.

Field

- a. WQ Coordinator set up heavy metal sampling, order bottles from lab and designed sampling scheme.
- b. Took final flows and extracted data from temperature probes (air and water) on Knownothing.

Miscellaneous Tasks

- a. Organized all office files, monthly Council report, paid all invoices to date, procurements and submitted mileage logs and travel requests and/or receipts.
- b. Staff meetings (1-2/month) to update accomplishments and prioritize tasks.
- c. Fly position for WQ Tech, review applicants, schedule interviews.

FISHERIES PROGRAM/Toz Soto

The program is working on field projects that include; fall Chinook and Coho spawning surveys, PIT tagging/tracking and Coho ecology studies. Other work includes; Scott and Shasta flow studies involvement, Klamath River flow release scheduling, Montague IGD lawsuit and restoration planning.

Crews are conducting salmon spawning surveys by walking, snorkeling and floating reaches of the mainstem Klamath and its tributaries. Fall Chinook surveys are nearly over for the season, but Coho spawning survey will continue into mid-January. So far the Coho run has been stronger than previous years. Crews are finding good numbers distributed up Seiad Creek, Horse Creek, SF Clear Creek and Elk Creek.

A new PIT tag detection system was recently installed into the lower Seiad Creek constructed off channel rearing ponds. The ponds were constructed during the past two

years and so far juvenile Coho have been documented moving into the ponds from lower Seiad Creek. The new system will detect and document any fish with a PIT tag that enters the ponds or leaves the ponds. The ponds are mainly used by juveniles during the winter months for rearing before smolt migration in the spring. So far we are finding that fish using the ponds have higher growth rates than fish that rear in the creeks. Overall this is an important step in monitoring fish usage of the new habitats and helps us design better restoration projects in the future.

Program biologists will be working closely with other agencies and Tribes as a participant on the newly formed Klamath River Flow Accounting and Scheduling Team. The technical team is in charge of determining a flow schedule that provides maximum benefits to threatened Coho salmon and endangered suckers. Major tasks include the determination of the water year type and providing recommendation for flow releases which protect threatened and endangered species. The goal of the team is to provide information needed to implement a near real-time flow schedule that mimics current conditions.

Other work includes participation in various planning efforts related to fisheries restoration. These efforts are ongoing in the Middle Klamath and Salmon River sub basins. In addition, we are participating in discussions about future Trinity River releases designed to prevent fish kills and benefit fall salmon migration through the lower river. A workshop is being hosted by the Bureau of Reclamation in Redding later this month and will set the stage for future water releases from the Trinity River reservoirs.

For more information regarding the program, please contact Toz Soto at tsoto@karuk.us or 627-3116.

ENVIRONMENTAL COORDINATOR/ Carlotta Whitecrane

KLAMATH CAMPAIGN COORDINATOR/ Craig Tucker

Summary

- **Settlement with Montague Water Conservation District**
- **Klamath Legislative Task Force Concludes**

Settlement with Montague Water Conservation District

As of this writing we are still trading drafts of final settlement terms with MWCD although we are really down to what I would describe as word smithing, all substantial terms are agreed upon.

There is no real change to the terms as presented to the council November 19th. The biggest issue we have been working on with MWCD since then was the trigger point that determines whether a given water year is a drought or non-drought year. In the end we settled on a volume of 18,000 acre feet in Dwinnell reservoir being the determinant. This is simpler and less elegant (and less accurate) method of doing things but a much lower volume of water than MWCD wanted, thus a compromise by both parties.

It is my hope that this document becomes final this week and I can present to council for signature.

Terms of this Agreement must be approved by the Council and signed by the Chairman to become final.

Review of the terms as presented in my previous council report:

Terms

Interim Flow Plan – From now until MWCD is granted ESA permits that detail a long term flow plan, MWCD must abide by the Interim Flow Plan. Historically, since 1926, MWCD released NO water from the dam to the Shasta River except about 3,000 acre feet to meet water rights of two prior water rights holders downstream. The timing for these releases was exclusively to serve irrigation needs and not fish needs. Aside from this all the river received was from the seeps and springs immediately below the dam of a couple cubic feet per minute (cfs). In the last five years or so, MWCD has provided about 400 acre feet in a few years, at request of CA DFW, to help with spring out migration of smolts.

Our interim flow plan will result in a range of flows which vary with hydrologic conditions. The range is 2,250 acre feet in the driest of years and as much as 11,000 acre feet in the wettest of years, with average of about 4,500 acre feet. This is a dramatic increase in flows. I expect that the permitting process will call for even more flows.

According to our modeling, this will have minimal effects on MWCD operations, a point they refute without providing any technical analysis. This is because in most years they will receive the same water allocations as they have in the past. We achieve this water for farms AND water for fish scenario by more actively managing the reservoir and drawing down the reservoir more than MWCD did in the past.

Parks Creek - Parks Creek is important tributary to Shasta, and the confluence is about a mile downstream of the dam. MWCD diverts nearly all of Parks Creek to the reservoir via an artificial canal. Coho spawn in lower Parks Creek and this this hampered by low flows. We did not get as much water for Parks in the Interim Period for Parks as we had hoped, but in most years we will get 300 acre feet in Parks Creek between late November and late December when coho are spawning.

Again, we think we will see agencies mandate higher flows when permits are granted.

ESA Permits - MWCD will have to propose a conservation plan by December 2014 that describes long term flow plan, fish screen at Parks Creek Diversion, habitat restoration below the dam, and other fish restoration measures. The permitting process will involve National Marine Fisheries Service (NMFS) and be a NEPA compliant process which we plan to fully engage in. I hope to see MWCD provide greater flows for fish after permitting than we won in the interim period.

Waivers – In exchange for the above commitments from MWCD, we agreed to the following:

- For 30 years we will not litigate or advocate for fish ladder installation on Dwinnell dam. Our rationale is that fish ladders not likely to achieve fish passage, instead we think that long term, a fish bypass connecting Parks Creek to the Upper Shasta could achieve fish passage.
- For 30 years we will not litigate or advocate that MWCD pay for or provide water to fish passage of any kind. IF we are to see fish bypass around the dam, we would instead advocate for public or foundation funding anyway.
- For 30 years will not file court claims against MWCD seeking to require removal of Dwinnell Dam. Additionally, Plaintiffs will only file court claims against third parties (such as NMFS) seeking removal of Dwinnell Dam if other measures for securing anadromous fish passage to the upper Shasta River have been shown to be infeasible. This does not preclude advocacy with the agencies regarding dam removal. Given that our own studies show that there is little coho habitat above the dam, ESA style litigation to achieve dam removal is unlikely to succeed. Instead, we believe that a dam removal effort at Dwinnell would entail a financial settlement in order to be successful. There is no “hook” with FERC relicensing here as with the PacifiCorp dams.

Fees and Costs – In the end, our attorneys settled for 58 cents on the dollar and we agreed to recover half our expert fees. We agreed to allow MWCD a 6 year payment plan. Total was \$550,000.

Klamath Legislative Task Force

The Klamath Legislative Task Force was convened by Senator Wyden, Senator Merkley, Oregon Governor Kitzhaber, and Congressman Greg Walden soon after last summer's congressional hearing. Leaf Hillman and I represented the Tribe on the Task Force. In a nutshell, the task force was charged to address three issues:

- 1) Reduce costs associated with KBRA/KHSA
- 2) Define method for achieving affordable power costs for Upper Basin Irrigators
- 3) Get more Upper Basin irrigators on board.

The result? The Task Force identified new opportunities to lower the overall federal cost of Klamath Basin restoration efforts by approximately \$300 million, found a reasonable path forward to bring irrigation-related electricity costs down for all upper Basin water users, and created a broader consensus of agreement to resolve water conflicts among the various parties involved. The restoration tasks outlined in the original Settlement Agreements will also now be met at a much lower federal cost (for a total of about \$250 million in new federal appropriations, but spread over 15 years) and without sacrificing the goals of that restoration effort. Perhaps most significantly, Upper Basin water users who had previously opted not to participate in the negotiations process willingly participated in the Task Force and agreed to support the new plan for water allocation in low-water years endorsed by the Task Force.

The power rate issue still being worked out by Parties; however, with last week's roll out of an Agreement in Principle between BOR, Klamath Tribes, and large group of Upper Basin (off-project) irrigators, the stage is set for another run at congressional legislation which is needed to implement the Klamath Agreements. Basically, many of our most outspoken critics had their water shutoff by the Klamath Tribes (after OR courts ruled that the Tribes had senior water rights) last summer and now these people have decided that the KBRA isn't so bad after all!

We hope to see Senator Wyden introduce a bill in the senate in January or February.

The Klamath Basin Task Force: Frequently Asked Questions

October 10, 2013

Q: Why was the Task Force necessary?

A: The Task Force was created to address concerns raised by Senator Ron Wyden about certain elements of the negotiated Klamath Basin Restoration and Klamath Hydroelectric Settlement Agreements (Agreements). Although these Agreements were broadly endorsed by more than 40 public and private stakeholder groups and organizations, Senator Wyden encouraged a reopening of discussions in order to broaden the consensus around a negotiated solution to water allocation issues in the upper Klamath Basin – the region hardest hit by the 2013 drought. Senator Wyden called for the formation of the Klamath Basin Task Force to facilitate these reopened negotiations. The Task Force was also supported by Governor Kitzhaber, Senator Merkley, and Representative Walden. One of the Task Force's chief objectives was to reduce the cost of the restoration elements of the negotiated Agreements.

Q: What were the primary accomplishments of the Task Force?

A: The Task Force identified new opportunities to lower the overall federal cost of Klamath Basin restoration efforts by approximately \$300 million, found a reasonable path forward to bring irrigation-related electricity costs down for all upper Basin water users, and created a broader consensus of agreement to resolve water conflicts among the various parties involved. The restoration tasks outlined in the original Settlement Agreements will also now be met at a much lower federal cost (for a total of about \$250 million in new federal appropriations, but spread over 15 years) and without sacrificing the goals of that restoration effort. Perhaps most significantly, Upper Basin water users who had previously opted not to participate in the negotiations process willingly participated in the Task Force and agreed to support the new plan for water allocation in low-water years endorsed by the Task Force.

Q: How are the new agreements that came out of the Task Force different from the old Settlement Agreements?

A: The agreements that came out of the Task Force are being treated by Senator Wyden (who is most likely to draft the required implementing legislation) as an addendum to the already-negotiated 2010 Klamath Settlement Agreements. As such, these new agreements enhance the terms of the original Settlement Agreements in three central ways: 1) the cost of the federal government's restoration activities has now been reduced by about 38%; 2) plans to connect on-Project irrigators to federal power sources (pending Congressional legislation) have been extended to apply to irrigators in a larger area within the Upper Basin, including off-Project irrigators; and 3) the water allocation formula for low water years has been adjusted to also include off-Project water users/irrigators in the Upper Basin.

Q: What happens next?

A: There will be an open comment period for the public to weigh in on the updated agreements, after which the Oregon Congressional delegation will draft the necessary legislation to implement the agreements.

Q: Why does Congress need to be involved?

A: There are several aspects of these agreements that require Congressional funding or approval. There are many federal interests involved, including federal lands. The Klamath Basin Reclamation Project is a federally-owned and funded effort and the inclusion of off-Project irrigators in federal lower-cost electricity programs requires Congressional action. Congress must also appropriate the funding required for the restoration activities included in the negotiated agreements. While no federal funding will be used for the removal of the four hydroelectric dams currently owned and managed by PacifiCorp, Congressional approval is required for dam removal to move forward as scheduled in 2020.

Q: What did the Task Force agree to with regard to power?

A: The Task Force identified and set out a path to allow both farmers within the Klamath Reclamation Project and farmers and ranchers in the Upper Basin to reduce power costs,

including by receiving lower-cost federal power. Upper Basin farmers and ranchers, who are off-Project irrigators, will begin paying for power at approximately the same rate as the on-Project users. In the past, Upper Basin users paid a higher rate.

Q: What did the Task Force agree to with regard to restoration costs?

A: The Task Force identified significant cost savings – reductions of approximately 38 % – without sacrificing the guaranteed restoration outcomes outlined in the earlier Settlement Agreements. The updated total of Settlement-related federal investment is now estimated to be \$250 million, spread out over 15 years (i.e., about \$16.7 million/year) to help restore a Klamath Basin economy that generates approximately \$600 million annually.

Q: What did the Task Force agree to with regard to water allocation?

A: Klamath Basin water will be more equitably divided between the Upper Basin and Reclamation Project farmers, wildlife refuges, and habitat restoration for the protection of endangered species, including migratory fish like salmon. Notably, a large number of Upper Basin off-Project irrigators have now signed on to the formula for water sharing outlined in the Task Force agreements.

Q: How do these agreements change the impact of recent water adjudications?

A: The Klamath Tribes and the Reclamation Project, both of which were granted senior water rights through the adjudication process, have agreed to abide by the terms of the new settlement agreements outlined by the Task Force once the relevant Congressional legislation becomes law. As such, these groups would not issue a call on water in future low-water years anywhere near to the extent they had to in the drought year of 2013. There would be considerably more water flexibility in future low-water years to see that everyone would either have access to sufficient water or receive reasonable economic compensation for their losses. There would likely be fewer to zero irrigation shutdowns in future droughts. However, without Congressional approval of the Settlement, Upper Basin landowners would remain forever subject to the present adjudication order. Under such circumstances, the annual water allocation process would remain a “first in time, first in right” scramble in which lower priority water users would get little or no water in drought years – and there would be no hope of compensation for their economic losses.

Q: What is the status of dam removal within these agreements?

A: The dam removal portions of the Agreements are on track to be carried out in 2020 as planned, pending Congressional approval. Issues related to dam removal were outside of the Task Force scope of work and therefore were not evaluated by the Task Force. PacifiCorp, which owns and operates the four dams in question (Iron Gate, CopCo 1 & 2 and J.C. Boyle dams), has already determined that the cost of removing the dams pursuant to the Settlement Agreements is lower than the cost would be of retrofitting them with fish ladders and other upgrades that the Federal Energy Regulatory Commission would require for long-term relicensing. Dam removal has already been approved by both the California and Oregon Public Utilities Commissions as the least costly alternative for PacifiCorp’s customers. Since it is the company that owns these dams, dam removal is PacifiCorp’s business decision to make. The cost of dam removal

would not be a federal obligation, but is being paid for by non-federal sources, including \$200 million from PacifiCorp.

Q: What would be different in future drought years if Congress passes legislation to move these negotiated agreements forward?

A: Water would be more readily available to all users in the Upper Klamath Basin – at least sufficient to meet minimal needs – rather than being strictly rationed according to the adjudicated “first come, first served” water rights hierarchy. Junior water right holders would not experience abrupt water shutoffs as they did in 2013, and wildlife refuges would (for the first time) be guaranteed an allocation of water that could avoid another massive bird kill.

Q: What can people do now?

A: During the public comment period individuals can express their personal opinions about the updated agreements that came out of the Task Force process. Residents can also urge Congressman Walden and Senators Merkley and Wyden to ensure a productive future for the Klamath Basin by supporting the bipartisan effort that led to the historic Task Force agreements. An active and concerted supportive effort will give Congress a strong signal that prompt action on this matter would serve the needs of the public in a cost-effective manner.

Q: What groups were represented on the 27-member Klamath Basin Task Force?

A: The Task Force included representatives from many of the same groups that participated in the original Settlement negotiations. Specifically, the Task Force included representatives of the State of Oregon, the Federal government, Upper and Lower Basin water users/irrigators, conservationists, the fishing industry and managers of the wildlife refuges that provide water and habitat for migratory birds along the Pacific flyway. It also included many stakeholder groups that previously opposed the 2010 Settlement Agreements, but who have now come to support this effort as the best alternative for a productive future in the Klamath Basin.

WATERSHED RESTORATION PROGRAM/ Earl Crosby

Watershed Program Activities

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

- 1) Attended the KRAB Meeting.
- 2) Attended Karuk/USFS Project Coordination Meeting in Orleans

- 3) Met with NRCS regarding post-fire rehabilitation opportunities on tribal property in Orleans.
- 4) Attended FEMA Project Mtg in Happy Camp
- 5) Our crew completed the 12N36B Complex in Camp Creek. And demobilized for winter.
- 6) Our crew assisted in the clean-up of debris at the Orleans Clinic Site.
- 7) Participate in a Tribal NCIRWMP conference call regarding planning grant received.
- 8) Participated in a simulated emergency drill.

Funding Update

- 1) Continued working with the CA Dept. of Water Resources Tribal Representative who is administrating a NCIRWMP grant we received. I am still requesting the ability to refine the sub-agreement with the county to include language which protects tribal sovereignty. In addition we are arguing we are exempt from paying Davis-Bacon wages based on our own wage rate. In addition we are accomplishing this restoration activity with tribal employees and not sub-contracting hence Davis Bacon is not applicable.

In conclusion, we would like to thank the Tribal Council for their continued support. I would encourage any Tribal Council Member who can please arrange a time when you can visit the crew as they appreciate it. If you have any questions, please do not hesitate to call me at (530) 469-3454 or email me at ecrosby@karuk.us

Earl Crosby
Watershed Restoration Coordinator

FOOD SECURITY COORDINATOR/Lisa Hillman

Please note information/activities are for the period of: 12/09/2013 through 12/11/2013.

As your new Food Security Program Coordinator, I have spent the first week meeting with a number of stakeholders, balancing budgets, tracking files, and familiarizing myself with the various objectives under the lead of the Karuk Department of Natural Resources, as well as those objectives which require tribal oversight.

Objective 39: Establish a Regional Food Security Library. In a meeting with contracted Librarian Adrienne Harling; DNR's Bill Tripp, Carlotta Whitecrane, Leaf Hillman; Note

taker Leslie Goslin-Burrows, we discussed ways in which the Tribe could provide needed guidance and support for this program. I have since arranged for the first meeting of the Library Advisory Committee, which will be made up of representatives from the tribal communities, the Tribal Library, as well as the schools, academic researchers, and the general public. Their first meeting will be at the Tribal Library in Orleans the second Monday of January, 3 pm.

Objective 16 and 32: Karuk Seasonal Youth Camps and Karuk Seasonal Workshops. Nancy Bailey from the Mid-Klamath Watershed Council and Fire-Safe Council initiated this meeting with me and Ron Reed in which we discussed ways to develop and maintain the Native Plants Garden, aka Daryl “Day Pay” McCovey Memorial Park, located behind the DNR building. Directly tying into the intent of these Food Security objectives, both Ron and I agreed to help coordinate the volunteer activities needed to maintain and beautify this garden park. Environmental Educator Jeanette Quinn later voiced interest in involving the schools with this project. Furthermore, design and development was discussed with an eye to applying jointly for a funding opportunity to support these endeavors (see below).

Objective 38: Create a Native Food Seasonal Calendar. Bill Tripp, Leaf Hillman, Ron Reed and I met with Dr. Frank Lake, the USFS Pacific Southwest Experimental Station representative, to discuss strategies and approaches for engaging tribal youth in to natural resources and traditional food projects, as well as to generally discuss the Food Security objectives he is leading (Objective 38) or involved with (Objectives 8, 12, 16, 32 and 40). He also informed us on other traditional food research projects he has with the Tribe that involve university professors and students.

Proposals Under Consideration:

National Endowment for the Arts: Our Town. The National Endowment for the Arts will provide a limited number of grants, ranging from \$25,000 to \$200,000, for creative placemaking projects that contribute toward the livability of communities and help transform them into lively, beautiful, and sustainable places with the arts at their core. This funding opportunity is open to collaborative partnerships between governments and non-profit organization to improve the quality of community life, encourage greater creative activity, and foster stronger community identity and a sense of place. Together with Mid-Klamath Watershed Council and Fire-Safe Council Nancy Bailey, People’s Center Coordinator Julie Burcell, and Karuk DNR’s Ron Reed, I am researching ideas to tie Food Security and artistic conceptualization into at least two garden projects: the Native Plants Garden, aka Daryl “Day Pay” McCovey Memorial Park, and a garden located behind the People’s Center. Deadline is January 19, 2014.

Other Funding Opportunities:

Funding opportunities continue to be reviewed for eligibility and compatibility with the intent of the Food Security Grant Tribal program goals and objectives.

Yôotva yôotva for this opportunity: I am truly delighted being tasked with this important program for our Tribal community.

CULTURAL BIOLOGIST/Ron Reed

The Fall Acorn/Salmon Workshop/Camp held on November 15th and 16th was termed as an overwhelming success. On Friday evening the group was entertained by the fire ecology video “Catching Fire.” The documentary was introduced by Mid-Klamath Watershed Council executive director and producer, Will Harling. The video was followed up with a panel discussion involving local fire ecologists, tribal practitioners and researchers, all of whom are all natural resource professionals. Bill Tripp (Karuk Tribe), Frank Lake (USFS), and Kathy McCovey (USFS) rounded out the list speakers for the evening. Almost 50 people turned out for the Friday night event and almost 70 for the Saturday activities and dinner. The listening group was entertained by the documentary and was inspired on the facts that “fire” has an important function(s) regarding our tribal culture. The movie was followed by a Puufich (donated by II Sticks) Stew dinner and dessert. The Saturday activities started with a “kippered Salmon” workshop. Daniel Goodwin demonstrated the filleting of the salmon and how the strips were made and articulated the amount of time and effort it takes (3.5 days) to complete, start to finish. Daniel proceeded to “pack” the salmon in jars, with the help of the youth, to prepare for the pressure cooker, to complete the process. Lunch was served as we prepared for the afternoon Acorn Workshop. Blanche Moore demonstrated and articulated the proper identification of the Tan Oak Acorn. She also spoke of acorns as a food and storage was discussed to its fullest. Afterwards, the already processed Acorn Flour was then cooked (demonstrated) into a “mush” and then was provided for the evening meal with the traditional cooked Spring Salmon Dinner cooked by Ken Brink. The kippered salmon that was produced at this camp was distributed to our tribal guests from the Klamath Tribes and tribal elder participants.

North Pacific Landscape Conservation Cooperative (NPLCC)

Kari Noorgarrd has been working on the Karuk Sovereignty Climate Change TEK Grant. I have been supporting her effort in the form of interviews, conference calls and work sessions. The project is ongoing and will be integral for the identification of natural resource management issues in the not too distant future in regards to administrative barriers and solution oriented perspectives of the Karuk Tribe. Kari is currently working on a progress report bring the project up to date.

KT/UC Berkeley Collaborative.

Dan Sarna and Sibyl Diver have been working with DNR the last several years. Dan and Sibyl are both doctoral candidates and currently seeking letters of support regarding acknowledgment of previous work on KDNR initiatives. The “Giving back to the

Community” has helped KDNR by providing technical support and research involving the Food Security Grant, Watershed Restoration, Fire Ecology and k-12 curriculum development.

Arielle Harlpern has been working on Acorn Ecology for the last three years, at least. The concentration of her work has been defined as eco-cultural restoration and Food Security. She has researched, designed and implemented landscape scale experiments on acorns and associated plant communities. Currently, DNR is reviewing a letter of support regarding her Post-Doctoral Fellowship work with the Karuk Tribe.

DEPUTY DIRECTOR OF ECO-CULTURAL REVITALIZATION/Bill Tripp

Fire Adapted Communities Pilot Project

The Karuk Tribe has been selected as one of 8 Hub Organizations Nationally for this 5 year pilot project. We were asked to use the funds to supply financial assistance to one community partner from the Orleans/Somes Bar Community to begin to build this “Hub and Spoke Network” concept. We have since combined first year funds to benefit multiple community partners in the Karuk Territory and initiated an all lands planning process to identify priority project areas that include at a minimum the communities of Happy Camp and Somes Bar.

Due to unavoidable circumstances, we have not had a Collaborative group meeting since the fires started this summer. In any event it was the facilitators (participants of the lead funding organization) that made that decision due to the Forest Supervisors not being available at the meeting. There has been work that is progressing reportable outcomes for the Fire Adapted Communities grant however. Much of this is related to organization of January through June collaborative group meetings, video editing, and attendance at this month’s Northern California Prescribed Fire Council meeting and associated steering committee meeting, in Redding.

A good portion of time in this reporting period has gone toward getting a contract in place with the Mid-Klamath Watershed Council (MKWC) that was intended to cover portions of my time in the development of a comprehensive list of projects, with an estimate of cost and timeframes for completion. This was funded to MKWC from the Forest Service through special program funding that was developed in coordination with the FAC grant. Unfortunately, without our knowledge or informed consent up front, this project had a January 31st 2013 deadline date imposed by the funder. To develop such a list of projects without alignment with the collaborative process seems to be contrary to the intent of the collaborative process. Though this was not our fault I believe that a letter from the Chairman requesting an extension of the MKWC portion of this project to align with the collaborative group timeline is at this point entirely appropriate. The principals of Neo-Colonialism should not impair our ability to coordinate these two related activities, especially since the intent was for them to be reliant on each other. I plan on formulating a draft of this letter for review and signature very soon, as it is gaining ground on my list of priorities. A lot of time has been put toward other aspects of this project. We have developed a landscape scale project prioritization GIS Overlay Assessment that starts to display how the Orleans/Somes Bar Community Wildfire

Protection Plan matches up with some of the practices and potential indicators from the ECRMP. We should be to the point of establishing project polygons soon so we can begin the writing portion of the plan.

Food Securities Project

Things are finally coming together on this project. The MOA with the TANF program has been signed; my evaluation has been completed; the Research Subaward Agreement has been modified, signed and submitted to the funder; the Deputy Director of Eco-Cultural Revitalization and Food Securities Program Coordinator have been approved; the Food securities Program Coordinator has been advertised and hired; all personnel action notices have been submitted; a significant amount of additional progress toward getting this project back on track has been made in the first week since hire alone; and we are getting positive feedback from our project partners. One of the partners attended a KRAB meeting to discuss culturally appropriateness of a food use survey to be distributed to people in the communities of Orleans and Happy Camp. There was some concern as to why this survey was being associated with the food security project, when it was done by an organization that did not have such a survey included as a part of their organizational objectives. There still needs to be further discussion and a written response formulated on the subject and I hope it makes its way up the priority list by the end of the next reporting period.

Karuk UCB Collaborative

I helped direct research partners through a process for getting letters of support reviewed, edited, and signed by Leaf Hillman, Ron Reed and myself to express the support of the Karuk Department of Natural Resources in their applications to fellowship programs. These fellowships will (if funded) help us with the capacity to move forward with many aspects of our departmental mission, as well as achieve components of specific project objectives.

I also had a lot of email communication and a face to face meeting with Frank Lake and Dan Sarna in regard to his research prospectus and how that will help in the realm of connecting the dots on information such as mapping strategies for delineating firesheds, that make up foodsheds within firescapes. This should be very helpful in progressing both the food security and fire adapted community projects now and in the future.

I also had a meeting over the thanksgiving holiday with a researcher that wants to be of assistance in regards to the food security project. We met this individual through the Karuk UCB collaborative and she has been talking to a lot of people locally over the past 6 months. Unfortunately it has taken 6 months to schedule a conversation with her, as the direction she has been steered was leading to a very controversial subject matter revolving around tan oak mushrooms. I need to learn more of her plans, and need to plan on scheduling more time to talk with her after she thinks over some of the different aspects of our lengthy conversation. Frank Lake confirmed that it was a good reality check for her as the intent of the collaborative is to progress tribal research needs, and where she was heading would potentially take 10 years or more to complete. Hopefully she will get to a place soon that she can go through the process of introducing herself to the Council with a summary of what she plans to be looking into for her research.

Fuels Reduction Projects

Though there are Fuels reduction projects under way, the management of these projects are not included in my funded responsibility area. We need a Fire Management Officer,

a Training Specialist/Project Coordinator, and an Administrative Support assistant ASAP or this program will likely cease to exist by September 2014 when the new agreement deadline hits us. Accountability for project completion also needs to be managed. At this point this program could be taken away from us for no other reason than we do not have a Division Supervisor qualified individual managing the program. In my opinion, that the BIA agreement is no longer the mechanism for ensuring the best interests of the Tribe are met, nor for ensuring an agreement is signed that has any semblance of being developed under the principals of self-governance and self-determination. I do believe there is some potential in developing a similar agreement with US Fish and Wildlife Service, since our mission areas align better in the context of this program. Within the purview of the BIA jurisdiction, we are looking at less than 5% interest from their jurisdictional mission area at the scale of tribal territory; when US Fish and wildlife has 100% interest within their jurisdictional program areas that bridges all lands within and adjacent to our lands and territory. It is a better fit, and we need management and coordination staff that can be supervised by the Deputy Director of Eco-Cultural revitalization at the Department of Natural Resources that can see this through before we reach the September 2014 deadline.

I attended a meeting with KCDC and the Tribal Council and discussed these things, but I am under the impression that the urgency of the situation is not entirely understood. I will attempt to work with DNR staff to try to get funds for these positions, and look into ways it can fit within the context of partnerships with other tribal departments; but it should be understood, that the likelihood of getting funds from a grant source while allowing the time for positions to be established, hired and work to progress toward success by the deadline, is a nearly impossible endeavor.

Action Item(s) - Request for authorization to submit **Resolution 13-R-150** to the Bureau of Reclamation (BOR) for \$65,000 to be added as modification 001 to the Karuk Tribe's Annual Funding Agreement (AFA). The funds requested will enable the Tribe to analyze the findings of the report Groundwater Conditions in Scott Valley and the Scott Valley Diagnostic and Treatment (EDT) Model.

Proposals Initiated/Under Consideration:

The Ford Family Foundation Responsive Grants- The Ford Family Foundation provides up to 30% of the total cost of projects to increase the health of underserved children through improved access to health and dental services, preventative services, and education. This funding opportunity could be used to supplement funding needed to construct a Health Clinic in Happy Camp.

HUD-Indian Community Development Block Grant- ICDBG

The ICDBG program provides eligible grantees with direct grants for use in developing viable Indian and Alaska Native Communities, including decent housing, a suitable living environment, and economic opportunities, primarily for low and moderate income persons. The Grants Department has extensively reviewed the prior applications and rating forms. This analysis will help determine next steps for choosing a project. These concepts will be presented to Council who will make the final decision. The NOFA is expected to be available in mid-January and the application due mid-March.

ANA Language Restoration and Immersion- ANA funding provides opportunities to assess, plan, develop and implement projects to ensure the survival and continuing vitality of native languages. We encourage language applicants to involve elders and other community members in determining proposed language project goals and implementing project activities.

Cal Office of Emergency Services (OES) - Tribal Emergency Management Performance Grant (EMPG) – Funding provided under the EMPG can be used to support activities that contribute the tribe's capability to prevent, prepare for, mitigate against, and respond to, and recover from emergencies and disasters.

Proposals Considered and Dismissed:

Institute of Museum and Library Services Sparks Grant- These small grants encourage libraries and archives to test and evaluate specific innovations in the ways they operate and the services they provide. Sparks Grants support the deployment, testing, and evaluation of promising and groundbreaking new tools, products, services, or organizational practices.

Other Funding Opportunities:

Funding opportunities continue to be reviewed for eligibility and compatibility with Tribal program goals and objectives.

Training:

Emma Lee has enrolled in Microsoft 2019 Excel training.

REQUEST FOR TRIBAL COUNCIL AUTHORIZATION TO SUBMIT PROPOSAL TO FUNDING SOURCE

REQUESTOR: Emma Lee Johnson DATE: 12/10/2013

DEPARTMENT: Grants Department

DEADLINE: 12/19/13 AMOUNT: \$65,000 DATES FROM: TO:

BRIEFLY DESCRIBE PURPOSE OF PROPOSAL:

This proposal is a modification 001 to the Karuk Tribe's Annual Funding Agreement (AFA) with the Bureau of Reclamation (BOR). Funds requested in this proposal will enable the Tribe to analyze the findings in the report Groundwater Conditions in Scott Valley and the Scott Valley Diagnostic and Treatment (EDT) Model.

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

COMMENTS:

COMPLIANCE:

CFO:

OTHER:

REQUIRED SIGNATURES*

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

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

Karuk Tribe



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

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

REQUEST FOR RESOLUTION

Check One:

☒

Resolution

Karuk Tribe Number Assigned:

13-R-150

Prior Amendment:

Requestor:

Emma Lee Johnson

☐

Date: December 11, 2013

☐☐

Department/Program:

Grants Department

Brief Description of Purpose:

This proposal is a modification 001 to the Karuk Tribe's Annual Funding Agreement (AFA) with the Bureau of Reclamation (BOR). Funds requested in this proposal will enable the Tribe to analyze the findings of the report Groundwater Conditions in Scott Valley and the Scott Valley Diagnostic and Treatment (EDT) Model.

** REQUIRED SIGNATURES **

**Self-Governance Coordinator

Date

12/13/13

Other

Date



**RESOLUTION OF THE
KARUK TRIBE**

Resolution No: 13-R-150

Date Approved: December 19th, 2013

RESOLUTION AUTHORIZING THE SUBMISSION OF A BUREAU OF RECLAMATION (BOR) MODIFICATION 001 TO THE 2014 BOR ANNUAL FUNDING AGREEMENT (AFA) IN THE AMOUNT OF \$65,000 WHICH WILL ANALYZE THE FINDINGS OF THE SCOTT RIVER GROUNDWATER CONDITIONS REPORT.

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

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

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

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

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

WHEREAS; in Article 32 of the 2008 adopted Declaration on the Rights of Indigenous People, the United Nations declared Indigenous peoples have the right to determine and develop priorities and strategies for the development or use of their lands or territories and other resources; and

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

WHEREAS; the Karuk Tribe serves as a steward of the Klamath Basin's natural resources protecting threatened salmon populations that are a federal trust resource critical to the vitality of our culture; and

THEREFORE BE IT RESOLVED; that the Karuk Tribe will support the efforts to fulfill the requirements of the Bureau of Reclamation AFA; now

THEREFORE BE IT FINALLY RESOLVED; that the Karuk Tribal Council authorizes the submission of the Bureau of Reclamation (BOR) modification 001 of the BOR Annual Funding Agreement (AFA) in the amount of \$65,000.

CERTIFICATION

I, the Chairman, hereby certify the foregoing resolution 13-R-150 which was approved at a regularly scheduled Tribal Council Meeting on December 19, 2013 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

Karuk Tribe Fiscal Year 2014 AFA Modification I Proposal Summary

Prepared by: S. Craig Tucker Ph.D.
Klamath Coordinator, Karuk Tribe
December 12, 2013

Project Title: Bring the Salmon Home to Scott Valley: A Long Range Restoration Plan

Abstract:

This proposal is for a modification of the Karuk Tribe's Annual Funding Agreement (AFA) with the Bureau of Reclamation (BOR) focuses on the final phase of a multi-year plan to understand and describe the hydrology of the Scott Basin, factors affecting water quality impairments, the flow and habitat needs of Scott Basin fisheries, and develop a policy advocacy platform that aims to ensure water quality improvements and the long term viability of Scott Basin Fisheries.

In particular, funds requested in this proposal will enable the Tribe to synthesize the findings of the report *Groundwater Conditions in Scott Valley, CA*¹ and the Scott Valley Ecosystem Diagnostic and Treatment (EDT) Model (full funding pending)² into a long term Scott River Restoration Plan. This is described as Objective 4 of this Proposal.

These analyses and the long term strategy will consider needs of all anadromous species but focus in particular on Endangered Species Act listed coho salmon.

This request is for \$65,000.

Project Background:

A long-term goal of the Karuk Tribe is to restore fisheries habitat by improving hydrologic function and water quality in the Klamath River and key tributaries. Since time immemorial, the Karuk People have relied on fish such as salmon, lamprey, mussels, steelhead, and sturgeon for survival. Over time the Tribe developed strategies to manage and enhance populations of these species through active management techniques, many of which are incorporated into religious and ceremonial practices.

Many factors have contributed to a dramatic decline in virtually every fish species in the Klamath Basin since contact, including logging, agricultural diversions, dam building, commercial fishing and more.

Fish production in the Klamath Basin depends on adequate water quality and quantity in the main-stem as well as that of tributaries which serve as spawning and juvenile rearing habitat. In order to begin the slow process of reversing the current downward trends in fish populations, the

¹ Groundwater Conditions in Scott Valley, California was published March 2012 and was funded by the Bureau of Reclamation Tribal Technical Assistance Program. The report is available online at: www.karuk.us.

² The Karuk Tribe submitted a proposal 11/29/14 to the Bureau of Indian Affairs' Climate Adaptation Grant Program to fund this effort.

Karuk Tribe has developed restoration priorities informed by the scientific literature, analyses by tribal fisheries biologists, and traditional ecological knowledge.

From our previous studies, we have concluded that a top priority for restoring salmon populations basin-wide is the restoration of the Scott River and Shasta River sub-basins, historically the two most prolific and productive tributaries to the Klamath River upstream of the Karuk traditional dip-net fishery. This proposal focuses on the Scott sub-basin in particular.

The Scott River is in Siskiyou County California and enters the Klamath River approximately 150 river miles from the Pacific Ocean. The Scott River is 58 miles long and historically provided optimal habitat for several anadromous species including coho salmon, Chinook salmon, Pacific lamprey, and steelhead trout. The Scott Valley's modest gradient and the close connection of surface flows with cold stores of groundwater contribute to its value as fish habitat. Today the Scott River has been dramatically altered mechanically by dikes and mining. Flow quantity and water quality is impaired by agricultural operations and sedimentation due to poor logging practices. Despite these impairments, the Scott River continues to support modest spawning and rearing populations of coho and Chinook salmon as well as steelhead trout.

Our plan for restoring the Scott River generally involves the following:

- Developing a hydrologic model that describes how water moves through the Valley and the effects of existing dams, diversions, and agricultural wells on this flow;
- Developing an Ecosystem Diagnosis and Treatment (EDT) model to better understand the flow and habitat needs of the various life stages of all anadromous species in the Scott River;
- Understanding the legal and regulatory framework governing land and water use in the Valleys;
- Working with stakeholders and regulatory agencies (local, state and federal) to develop a panel of potential restoration actions that could achieve a long term goal of a restored Shasta River which has self-sustaining populations of native anadromous species that are fishable and improve water quality;
- Evaluating these potential restoration actions using developed hydrologic and fish habitat models;
- Synthesizing the above information into a cohesive long term restoration plan that will serve as a blueprint for Scott River restoration.

The end result will be a restoration strategy that has credible scientific underpinning, is consistent with applicable laws and regulations, and has the buy-in by regulatory agencies, affected tribes, and stakeholders.

Previous funding from the Bureau of Reclamation and the Bureau of Indian Affairs has allowed completion of a report: *Groundwater Conditions in Scott Valley, California* and an accompanying water model. This report and the model are the foundational tools for this effort. We have received partial funding for the remaining elements of the project and seek funds necessary to complete the effort with this and other proposals. In particular, this proposal requests funds to complete Objective 4 described below.

Objective # 1: Build Groundwater Model

Status: complete

In order to develop a broad scope vulnerability assessment or evaluate the potential benefits of specific water conservation projects, resource managers are increasingly using computer models. In the case of the Scott River, the Karuk Tribe has already developed a groundwater model using modflow software. The Karuk Tribe has already committed \$162,000 in staff salaries and consulting fees to complete this phase of the project.

Modflow is the groundwater modeling software most commonly used by state and federal agencies. Our model and associated Preliminary Assessment of Groundwater Conditions in Scott Valley reveal that both increases in groundwater extraction as well as changing weather patterns contribute to the current trend of decreasing surface flows observed in the Scott River in the last 3 decades. This work was performed by S. S. Papadopolus and Associates in Boulder, Colorado.

The model is currently available as a tool which can be used to evaluate potential changes to groundwater use and management including: changes in crop patterns, changes to volumes and rates of groundwater extraction, changes in timing for groundwater extraction, and methods for recharging groundwater aquifers.

Objective # 2: Establish a Stakeholder Work Group to Develop and Model Restoration and Climate Change Scenarios

Status: Partially funded, additional funds pending approval, work in progress

A complex web of regulatory and statutory authorities governs water use in the Scott Valley. California State agencies involved include the State Water Resources Control Board, Department of Water Resources, and the Department of Fish and Wildlife. Federal agencies involved include the United States Forest Service, National Marine Fisheries Service, and the Bureau of Reclamation. Locally, Siskiyou County plays a leading role in groundwater management. Additionally, there are several landowner led organizations involved in restoration efforts.

Often agencies disagree technically and legally on how to enforce applicable laws and regulations and landowners get mixed directions on how to effect water conservation and habitat restoration. In addition to the Karuk Tribe, the Quartz Valley Indian Reservation and the Yurok Tribe are affected by fisheries management decisions in the Scott Valley. All of the aforementioned entities also have some level of technical and/or local expertise that can inform any future restoration programs. Thus, we seek to collaborate with interested parties to guide the development of potential water conservation measures, or scenarios, which can be evaluated using our existing groundwater model.

We hope to not only identify measures that computer models indicate would improve surface flows of the Scott River, but measures that are also politically viable and economically feasible. Additionally, we will model likely future conditions that will occur under different climate changes scenarios such as those identified by Battin et al.³

³ Battin et al., Projected impacts of climate change on salmon habitat restoration *PNAS* 2007 104 (16) 6720-6725; published ahead of print April 5, 2007, doi:10.1073/pnas.0701685104

Already we have held several preliminary meetings with a number of the stakeholders mentioned above. Our next steps require development of a work group that can inform our process of scenario development and evaluation. The actual model runs would be performed by engineers at SSPA and delivered to the group in the form of a report.

Objective #3: Develop an Ecosystem Diagnostic and Treatment (EDT) model for the Scott River (partially funded)

Status: Partially funded, work not yet in progress

An Ecosystem Diagnosis and Treatment (EDT) model will allow us to better understand the relationships between stream flows, water quality, habitat, and fish production in the Scott River. This analysis will provide the Tribe as well as other resource managers and stake holders a tool for evaluating conservation measures intended to improve fish habitat. The EDT model has been applied to watersheds throughout the Pacific Northwest providing insight and guidance to on the ground restoration projects.

The EDT model allows stakeholders and resource managers to evaluate specific restoration activities based on projected fish production. In addition, it informs us as to which projects and which reaches of the river system are of the highest priority for fish production.

Whereas the groundwater model helps us figure out how to get volumes of water to specified reaches of river at specified times of year, the EDT model helps us understand where and when the water is needed to maximize fish production.

Partial funding for the EDT modeling has been received; additional funds have been requested from the Bureau of Indian Affairs Climate Adaptation Program.

Objective #4: Synthesis Water Model and Fish Production Model into a Long Term Restoration Plan

Status: Seeking funds with this proposal

In order to develop a long term restoration plan for the Scott River, we must first evaluate three key questions: 1) What steps can be taken to better manage limited water resources to benefit fisheries while considering the needs of local agriculture, 2) How do we prioritize which reaches of river and what kinds of habitat features should be the focus of restoration projects, and 3) How do we factor a changing climate into our management plans? We must also consider current effort by state and federal fisheries agencies, local landowner groups and resource conservation districts, and other Tribes who are also focused on restoring Klamath Basin fisheries. It is our belief that our efforts can only be successful if we collaborate with these other parties to draw on their expertise and cultivate their political support for the restoration strategies we develop in this process.

We have broken down the problem into distinct pieces. Development of the groundwater model helps us evaluate water management strategies; the EDT model will guide prioritization of discreet habitat restoration projects; meetings with local agencies and landowners provide insight into which water management strategies and restoration projects are politically viable.

However, in order to truly present a long term restoration plan, the results of the aforementioned analyses must be synthesized into one comprehensive plan. This Long Term Restoration Plan for

the Scott River will present our findings and layout a blueprint for restoration which will not only serve to inform our policy advocacy, but will provide a long term vision that agencies and landowners currently lack.

Project Team

S. Craig Tucker, Ph.D., Klamath Coordinator: Dr. Tucker will serve as the project manager. Dr. Tucker has worked for the Karuk Tribe for 10 years overseeing many projects including the Tribe's involvement in developing the Klamath Basin Restoration Agreement and Klamath Basin Hydroelectric Settlement Agreement.

Toz Soto – Lead Fisheries Biologist: Mr. Soto was born and raised in the heart of Karuk territory and received a bachelor's degree in fisheries from Humboldt State University. Mr. Soto has worked for the Tribe for 15 years and directs a wide array of fisheries restoration projects. He has published several papers on the life history strategy of Klamath River coho in peer reviewed journals. Mr. Soto will be the lead science advisor for the Project.

Crystal Bowman – Water Quality Coordinator: Ms. Bowman resided in Scott Valley for several years and worked explicitly on Scott River water quality issues for the Quartz Valley Indian Community before joining the team at Karuk Department of Natural Resources in 2009. Her working knowledge of Scott Valley agricultural practices will inform development and evaluation of conservation strategies that will be evaluated by the Scott Valley Groundwater Model.

Project Budget

Line Item Budget	BOR	Match	Totals
PERSONNEL			
Klamath Campaign Coordinator	\$ 19,224.00	\$ 34,000.00	\$ 53,224.00
Fringe Benefits	3,157.00		3,157.00
Subtotal	\$ 22,381.00	\$ 34,000.00	56,381.00
TRAVEL			
Mileage/Travel		\$ 2,000.00	\$ 2,000.00
Subtotal		\$ 2,000.00	\$ 2,000.00
SUPPLIES			
Supplies	\$ 9,888.00	\$ 500.00	\$ 10,388.00
Subtotal	\$ 9,888.00	\$ 500.00	\$10,388.00
Consultants			
Consultant	\$ 23,000.00	\$80,000	\$ 103,000.00
Subtotal	\$ 23,000.00	\$80,000	\$ 103,000.00
Costs			
Direct Cost Totals	\$55,269	\$116,500	\$88,269
Indirect Totals @ 50.62% of salary	\$ 9,731.00		\$ 9,731.00
TOTALS			
Direct & Indirect Costs	\$ 65,000.00	\$116,500	\$ 181,500.00

Budget Narrative

Personnel – The Klamath Coordinator will organize and participate in meetings with agencies as well as local stakeholders. Additionally, the Klamath Coordinator will hire and manage consultants. Position will work 600 hours on the project at a rate of \$32.04 per hour. Total personnel: \$19,224

Federal Match Personnel- Matching funds will be contributed by Bureau of Reclamation and Bureau of Indian Affairs. Federal matching funds will contribute \$34,000 in salaries at a rate of 32.04 per hour for a total of 1061 hours. Total funds contributed: \$34,000

Fringe– Benefits for staff are calculated at the Karuk Tribes rate of (FICA, 6.2%; Medicare, 1.45%; State Unemployment, 6.2%; Worker's Compensation, 8.98%; and Retirement, 5%), SDI (State Disability) 1.2%). Total fringe benefits: \$3,157

Travel- \$0

Federal Match- Travel- Matching funds will be contributed by Bureau of Reclamation and Bureau of Indian Affairs. Federal matching funds will contribute \$2,000 towards travel. Mileage is calculated at the GSA approved rate of 0.555 per mile. Travel roundtrip from Orleans to Yreka is approximately 230 miles x 0.555= 127.65 per trip. The mileage budget will allow for approximately 16 trips from Orleans, CA to Yreka, CA and Scott Valley, CA to complete the necessary objectives of the grant. Total mileage: \$2,000

Supplies – Supplies are calculated at \$9,888. Supplies are needed to conduct meetings. Flip charts, paper and general office supplies are needed for handouts and presentations. Total supplies: \$9,888

Federal Match- Supplies- Matching funds will be contributed by Bureau of Indian Affairs. Federal matching funds will contribute \$500 towards office supplies, charts, paper and general office supplies. Total supplies: \$500

Consultants – The following consultants will be hired to conduct the outlined grant activities. S.S. Papadopolus and Associates have developed the Scott Groundwater model and previous report, Groundwater Conditions in Scott Valley, CA. Biostream Environmental and Jones Stokes will collaborate on development of EDT model. Consultants will be hired at a rate of \$100 per hour and commit to 230 hours of work towards this project. Total for consultants: \$23,000

Federal Match- Consultants- Matching funds will be contributed by Bureau of Reclamation and Bureau of Indian Affairs. Federal matching funds will contribute \$80,000 towards additional modeling scenarios performed by S.S. Papadopolus and Associates at a rate of \$24/hour.

CONSTRUCTION MANAGER

DAILY LOG

From 11-14-13 to 12-11-13

11-14-13 Work with Sam on clutch problem. Write Council report. Finish table top panel.

11-15-13 Fiscal paperwork. Work on table. Applicant selection for job interviews.

11-18-13 Time cards and mileage forms. Orleans to check on gutter installation at Senior center. Approved to pay. Check thermostat while there at DNR. Check electrical circuit at ranch for guys. Send list of questions from I.H.S. to P.E. Engineer regarding Yreka HVAC evaluation.

11-19-13 Work with HVAC engineer . Attend evaluation meeting with Council. Glue 1st table leg panels together.

11-20-13 Maintenance position interviews. Dental appointment. Saw cut and size table legs. Dado cut table leg to foot.

11-21-13 Put table legs together. Office work.

11-22-13 Staff meeting. Working in office.

11-25-13 ANNUAL LEAVE

11-26-13 ANNUAL LEAVE

11-27-13 ANNUAL LEAVE

11-28-13 HOLIDAY

11-29-13 HOLIDAY

12-2-13 Time cards mileage forms. Fiscal paperwork. Call Sandi, updates on upcoming projects. Order supplies.

12-3-13 Orleans to monitor start of tree removal for future parking lot project for Senior Center and Wellness Center. Work on Tanf table.

12-4-13 Very cold today 21 degrees. Get crew started with cold related issues. Paper work for request for Contract.

12-5-13 Yreka, take broken window from Orleans Language room out for repair. Pick up lumber and plywood for shop re-hab. Order pre-fab carport for Duckworth boat.

12-6-13 Snow early, still very cold. Start guys on snow removal and cold issues. Work on procurement/contract paperwork.

12-9-13 Deal with cold issues. Work on contract paperwork.

Emergency Preparedness Program
December 19, 2013

Please note information/activities are for the period of: 11/15/2013 through 12/12/2013.

Action Item(s):

- Approval of Threat Hazard Identification Risk Assessment (THIRA) for Department of Homeland Security Grant Compliance.

Emergency Management TF:

- Make final edits on THIRA
- Facilitated Table Top Exercise (TTE) with KEEPR team.
- Send out warning and safety related emails for distribution concerning severe winter weather and precautions to take.

Projects TF:

- Bring together training cadres for classes to be instructed and prepare class materials.
- Prepare scenario for TTE; work with National Weather Service to provide relevant data and Jill Beckman for maps.
- Prepare final packets and forward approved Project Worksheets to FEMA for disaster recovery work in Orleans to rebuild from the August wildfire.

Projects JB:

- Assist Happy Camp and Orleans/Somes Bar Fire Safe Councils with KNF All Lands Special Funds Grant for community fire planning.
- Helped assemble packet and final project worksheet estimates for council vote.
- Received flood data from the BOR and finalized 100-year flood maps for Happy Camp and Yreka. Could not get flood data for Orleans. Will keep working on this.
- Assist Crystal Robinson with GIS work for the Community Water Protection Project for Somes Bar Workstation area.

Meetings/Training Attended TF:

- 11/17 thru 11/21 Attended L580 Emergency Management for Tribal Governments in Blue Lake.
- 12/2 thru 12/4 Instructed ICS 300 in Happy Camp.
- 12/6 Meeting with Erin to Finalize THIRA and discuss contracting out consultation services for Radio Communications Project.
- 12/9 CERT and Neighborhood watch meeting, discussed recruitment, patrol schedules, resources available for a major disaster and getting identification for Neighborhood Watch and CERT members.
- 12/10 KEEPR Team meeting and TTE involving setting up a clear line of communications between the Communities served by the Tribe, initial notification procedures and assigning roles and responsibilities.

Meetings Attended JB:

- 11/19 FEMA conference call for public comment on small project dollar amount. Did not have any comments to submit.
- 11/19 meeting with Sam Ronveaux from FEMA to review Project Worksheets with Laura Mayton, Sandi Tripp, Erin Hillman, Earl Crosby, Steve Mitchell.

- 11/20 USFS Coordination Meeting to discuss radio repeater project.
- 11/20, 11/21, 11/22, 12/11, and 12/12 Fire Safe Council Workdays to help with 2013 KNF All Lands Special Funds Grant to do community Fire Planning for Happy Camp and Orleans/Somes Bar areas.
- 11/21 Met with Crystal Robinson (DNR) to assist with GIS work for Community Water Protection Project.
- 11/21 Tribal Council Meeting
- 12/2, 12/3 and 12/4 I-300 Course on use of ICS in Happy Camp
- 12/10 At home sick, but participated in KEEPR meeting Flood scenario via conference call.

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Karuk Tribe

Threat Hazard Identification Risk Assessment



Approval date:

December 19, 2013

Threat Hazard Identification Risk Assessment Approval

This assessment was reviewed and approved by the Tribal Council on December 13, 2013.

Certification

I, the Chairman, hereby certify the following Threat Hazard Identification Risk Assessment is duly adopted by a vote of ____AYES, ____NOES, ____ABSTAIN. The tribal council is comprised of ____members of which ____voted.

Russell Attebery, Chairman

THIRA

Threats and Hazards

Category	Threat/Hazard	Context
Natural	Flood	Local flooding occurs when streams and rivers are inundated by rain-on-snow events. Facilities or homes near lowland rivers or streams are highly vulnerable to flooding. The Flooding could last from 3 days to 4 weeks washing out highway 96 and bridges.
Human caused	Cyber Attack	A cyber-attack on utilities would cause major disruption to the entire Karuk territory, disrupting power, phone and computer access. The disruption could last several days to several weeks
Technological	Dam Failure	Dam failure of Iron Gate, Copco I or II, Dwindell, or the J.C. Boyle dams. Impacts could last several weeks to several months.
Natural	Wildfire	Wildfire outcomes are determined by weather, fuels, terrain, and, to a lesser extent, suppression efforts. Large scale, hot wildfires can cause catastrophic impacts to forests, particularly Karuk Trust lands and resources on National Forest lands we continue to use.
Natural	Sinkhole / Landslide / Expansive Soils	Landslides that can impact our resources, homes, roads, facilities, and other assets are typically triggered by heavy precipitation events or other cumulative impacts, including wildfire events. The intensity of past logging, road construction, and lack of road maintenance by the United States Forest Service has also aggravated mass landslide incidents.
Natural	Earthquake	Our geography is extremely mountainous; the extent of damage from a Cascadia Earthquake event could be crippling and widespread, cutting off access in and out of the area. There is only one primary access route in western Siskiyou County, Highway 96, which is narrow and winds through the mountains along the Klamath River.

Natural	Volcanic Eruption	Nearby volcanic Mount Shasta, 35 miles southeast of Yreka is believed to have erupted at least once per 600 years. The last known eruption was thought to occur in 1786. Catastrophic impacts due to a major eruption on the northwest face of Mount Shasta could be tremendously devastating to the Karuk domain.
Natural	Drought	Drought events in the Klamath Mountains stress trees, and promote insect & disease attacks that kill forests. Prolonged drought will also kill forest stands. Drought conditions encourage wide scale wildfires that are devastating. Prolonged episodes of drought impact domestic and tribal water systems.
Natural	Hazardous Air Quality	Air Quality. Particulate matter created by intense wildfires is an ongoing health and safety threat. Severity of wildfire smoke emissions is random in both time and space depending on fire intensity, fuel type conditions, and meteorological influences. Inhalation of smoke particulates less than 10 microns in size-1 millionth of a meter, have a particularly long residence time in the atmosphere and are a concern because of respiratory toxicity. Carbon monoxide levels from prolonged smoke are a serious health and safety issue.

Planning Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Attend local public meetings and work with tribal members and residents when developing a predefined plan. Attend operational Area meetings and discussing with Tribal, Local, State, Private, Non-Governmental and Federal cooperators on the planning process and how we can collaborate and cooperate on our planning efforts.	Community and cooperator collaboration will provide for a cohesive plan that the tribal community, residents and cooperators will be able to support.
Cyber Attack	Ability to have a response plan in place to deter, identify and isolate cyber security threats before they affect the information and technology equipment.	A safe and secure cyber network that is resilient to cyber-attacks.
Dam Failure	Attend local public meetings and work with tribal members and residents when developing a predefined plan. Attend operational Area meetings and discussing with Tribal, Local, State, Private, Non-Governmental and Federal cooperators on the planning process and how we can collaborate and cooperate on our planning efforts.	Community and cooperator collaboration will provide for a cohesive plan that the tribal community, residents and cooperators will be able to support.
Wildfire	Attend local public meetings and work with tribal members and residents when developing a predefined plan. Attend operational Area meetings and discussing with Tribal, Local, State, Private, Non-Governmental and Federal cooperators on the planning process and how we can collaborate and cooperate on our planning efforts.	Community and cooperator collaboration will provide for a cohesive plan that the tribal community, residents and cooperators will be able to support.
Sinkhole / Landslide /	Attend local public meetings and work with tribal members and residents	Community and cooperator collaboration will provide for a cohesive

Expansive Soils	when developing a predefined plan. Attend operational Area meetings and discussing with Tribal, Local, State, Private, Non-Governmental and Federal cooperators on the planning process and how we can collaborate and cooperate on our planning efforts.	plan that the tribal community, residents and cooperators will be able to support.
Earthquake	Attend local public meetings and work with tribal members and residents when developing a predefined plan. Attend operational Area meetings and discussing with Tribal, Local, State, Private, Non-Governmental and Federal cooperators on the planning process and how we can collaborate and cooperate on our planning efforts.	Community and cooperator collaboration will provide for a cohesive plan that the tribal community, residents and cooperators will be able to support.
Volcanic Eruption	Attend local public meetings and work with tribal members and residents when developing a predefined plan. Attend operational Area meetings and discussing with Tribal, Local, State, Private, Non-Governmental and Federal cooperators on the planning process and how we can collaborate and cooperate on our planning efforts.	Community and cooperator collaboration will provide for a cohesive plan that the tribal community, residents and cooperators will be able to support.
Drought	Ability to identify drought conditions before and as they develop to be able to mitigate the negative effects on the community, fauna, flora and water supply.	Community and cooperator collaboration will provide for a cohesive plan that the tribal community, residents and cooperators will be able to support.
Hazardous Air Quality	Attend local public meetings and work with tribal members and residents when developing a predefined plan. Attend operational Area meetings and discussing with Tribal, Local, State, Private, Non-Governmental and Federal cooperators on the planning process and how we can collaborate and	Community and cooperator collaboration will provide for a cohesive plan that the tribal community, residents and cooperators will be able to support.

	cooperate on our planning efforts.	
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Capability Targets

Develop an interoperable plan with Local, State, Tribal, Federal and NGO's to plan for events using NIMS and ICS that may be implemented within 24 hours of an incident.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Incident Management	Incident Management Team	Type III	3
Incident Management	EOC Management Support Team	Type III	1
Geospatial Information Systems	GIS Analyst	Type II	3
Incident Management	Liaison Officer	Type III	3
Incident Management	Incident Commander	Type III	3
Incident Management	Safety Officer	Type III	3
Incident Management	Finance/Administration Section Chief	Type III	3
Incident Management	Logistics Section Chief	Type III	3
Incident Management	Planning Section Chief	Type III	3
Incident Management	Operations Section Chief	Type III	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
Office of Emergency Management	Organization	1
Information Technology Unit	Organization	1
Law Enforcement and Investigations Unit	Organization	1
Public Health Department	Organization	1

Public Information and Warning Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Develop a public warning system to inform the residents and vulnerable populations of the impending danger with direction of what to do next.	Failure of public messages leading to increased strain on Tribal and public resources, leading to increased loss of life and/or property leading to further impact on emergency services.
Cyber Attack	Develop an Information Technology program that will perform a mass notification to system users of the impending threat to the network with instructions on what to do if the users system becomes compromised and safeguards to prevent system infection.	Failure to do so could lead to sensitive personal, private and medical information being accessed by unauthorized personnel. It may also lead to the loss of critical Tribal information needed to maintain continuity of operations.
Dam Failure	Develop a public warning system to inform the residents and vulnerable populations of the impending danger with direction of what to do next.	Failure of public messages leading to increased strain on Tribal and public resources, leading to increased loss of life and/or property leading to further impact on emergency services.
Wildfire	Develop a public warning system to inform the residents and vulnerable populations of the impending danger with direction of what to do next.	Failure of public messages leading to increased strain on Tribal and public resources, leading to increased loss of life and/or property leading to further impact on emergency services.
Sinkhole / Landslide / Expansive Soils	Post notices at city/town limits with information on road closures due to landslides. Develop an Information Technology program that will perform a mass notification to affected residents in the communities affected by the landslides.	Current information on road conditions may lead to less traffic on impacted roadways.
Earthquake	Develop a public messaging system to inform the residents and vulnerable populations with direction of what to do next and locations of medical and	A public messaging system informs the public on needed information to locate medical, shelter and recovery facilities.

	shelter facilities.	
Volcanic Eruption	Develop a public warning system to inform the residents and vulnerable populations of the impending danger with direction of what to do next.	Failure of public messages leading to increased strain on Tribal and public resources, leading to increased loss of life and/or property leading to further impact on emergency services.
Drought	Develop a web page that may be accessed by Tribal members and the public to track local and national drought trends. Provide information on the site with water conservation methods, and utilizing drought resistant plants in landscaping to curb unnecessary water use.	An informed public will have the ability to implement water conservation methods that would lead to more water available to stream and creeks that affect water temperature in the main confluence of the Klamath River.
Hazardous Air Quality	Develop a web page that may be accessed by Tribal member's residents and vulnerable populations with locations of clean air facilities, medical facilities and information on contacting tribal public Health for assistance.	An information web page would allow Tribal members, vulnerable populations and residents with quick access to find locations for clean air and mitigation measures to take in unhealthy air emergencies.

Capability Targets

Inform 100% of residents of the impending danger/hazardous situations with direction on what to do.
Educate and inform public on dangers and impacts of threat/hazards

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Incident Management	Evacuation Liaison Team (ELT)	Type I	3
Geospatial Information Systems	GIS Analyst	Type II	3
Incident Management	EOC Management Support Team	Type III	1

Incident Management	EOC Operations Section Chief	Type III	2
Incident Management	EOC Planning Section Chief	Type III	2
Incident Management	Incident Commander	Type III	3
Incident Management	Operations Section Chief	Type III	3
Incident Management	Logistics Section Chief	Type III	3
Incident Management	Planning Section Chief	Type III	3
Incident Management	Safety Officer	Type III	3
Incident Management	Liaison Officer	Type III	3
Incident Management	Finance/Administration Section Chief	Type III	3
Fire and Hazardous Materials	Public Safety Telecommunication	Type II	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
Office of Emergency Management	Organization	1
Information Technology Unit	Organization	1
Law Enforcement and Investigations Unit	Organization	1
Public Health Department	Organization	1

Operational Coordination Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Manage incident in a Unified or Single Command in a Multiagency/Multi-Jurisdictional Incident Management Team.	Operating under a Single or Unified/Multi Agency/Jurisdictional command will lead to an efficient use of resources.
Cyber Attack	Work with other Tribal, Local, State, Private Non-Governmental and Federal Cyber Security Teams on matters of National security in the event of a wide spread cyber security threat targeting different government agencies.	Sharing of information may lead to isolating and eliminating threats to Tribal Information and Technology.
Dam Failure	Manage incident in a Unified or Single Command in a Multiagency/Multi-Jurisdictional Incident Management Team	Operating under a Single or Unified/Multi Agency/Jurisdictional command will lead to an efficient use of resources.
Wildfire	Manage incident in a Unified or Single Command in a Multiagency/Multi-Jurisdictional Incident Management Team	Operating under a Single or Unified/Multi Agency/Jurisdictional command will lead to an efficient use of resources.
Sinkhole / Landslide / Expansive Soils	Manage incident in a Unified or Single Command in a Multiagency/Multi-Jurisdictional Incident Management Team	Operating under a Single or Unified/Multi Agency/Jurisdictional command will lead to an efficient use of resources.
Earthquake	Manage incident in a Unified or Single Command in a Multiagency/Multi-Jurisdictional Incident Management Team	Operating under a Single or Unified/Multi Agency/Jurisdictional command will lead to an efficient use of resources.
Volcanic Eruption	Manage incident in a Unified or Single Command in a Multiagency/Multi-Jurisdictional Incident Management Team	Operating under a Single or Unified/Multi Agency/Jurisdictional command will lead to an efficient use of resources.
Drought	Work with Agriculture and	Implementing long term strategies to

	Meteorological Agencies to develop long term operational strategies to mitigate the effects of long term drought conditions.	mitigate with the effects of long term drought may lead to more water available in tributaries to flow into the Klamath River allowing for a more productive salmon run.
Hazardous Air Quality	Manage incident in a Unified or Single Command in a Multiagency/Multi-Jurisdictional Incident Management Team	Operating under a Single or Unified/Multi Agency/Jurisdictional command will lead to an efficient use of resources.

Capability Targets

Cooperate with Local, State, Tribal, Federal and NGO's to have the ability to respond to the event using NIMS and ICS within the first 24 hours of an incident.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Incident Management	Incident Management Team	Type III	3
Incident Management	EOC Management Support Team	Type III	1
Incident Management	EOC Operations Section Chief	Type III	2
Incident Management	EOC Planning Section Chief	Type III	2
Incident Management	Incident Commander		3
Incident Management	Liaison Officer		3
Incident Management	Safety Officer		3
Incident Management	Finance/Administration Section Chief		3

Incident Management	Logistics Section Chief		3
Incident Management	Operations Section Chief		3
Incident Management	Planning Section Chief		3

Resource Requirements: Other Resources

Resource	POETE	Number Required
Office of Emergency Management	Organization	1
Information Technology Unit	Organization	1
Law Enforcement and Investigations Unit	Organization	1
Public Health Department	Organization	1

Forensics and Attribution Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	N/A	N/A
Cyber Attack	Quickly identify cyber security threat location and share information with Tribal, Local, State, Private Non-Governmental and Federal Cooperators leading to the capture, arrest and prosecution of the perpetrator(s).	A safe and secure cyber network that is resilient to cyber-attacks.
Dam Failure	N/A	N/A
Wildfire	N/A	N/A
Sinkhole / Landslide / Expansive Soils	N/A	N/A
Earthquake	N/A	N/A
Volcanic Eruption	N/A	N/A
Drought	N/A	N/A
Hazardous Air Quality	N/A	N/A

Capability Targets

Provide a qualified Tribal Investigator within 24 hours of the incident who is skilled in evidence gathering and forensic sciences.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
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Resource Requirements: Other Resources

Resource	POETE	Number
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		Required
Law Enforcement and Investigations Unit	Organization	1

Intelligence and Information Sharing Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to determine the availability of Tribal resources to assist in filling damage assessment, search and rescue, firefighting, debris removal, Incident Management Team positions and recovery efforts, should the resources be requested.	Sharing information and intelligence with cooperators will lead to less duplication of efforts and more efficient use of resources to preform life saving measures and recovery efforts.
Cyber Attack	Tribal Information and Technology Department and Tribal Judicial Services work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators in matters concerning national security.	Sharing of information may lead to isolating and eliminating threats to Tribal Information and Technology.
Dam Failure	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to gather and share information to determine the cause of a dam failure.	Sharing of information leading to a dam failure may help determine whether the dam failure was due to a technological failure or a terrorist act.
Wildfire	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to gather and share information to determine the cause of the wildfire.	Sharing of information leading to the wildfire may help determine if the fire was a natural, accidental starts or an act of terrorism.
Sinkhole / Landslide / Expansive Soils	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to determine the availability of Tribal resources to assist in removal of debris and slope stabilization should the resources be requested.	Sharing information and intelligence with cooperators will lead to less duplication of efforts and more efficient use of resources to preform life saving measures and recovery efforts.

Earthquake	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to determine the availability of Tribal resources to assist in filling damage assessment, search and rescue, firefighting, debris removal, Incident Management Team positions and recovery efforts, should the resources be requested.	Sharing information and intelligence with cooperators will lead to less duplication of efforts and more efficient use of resources to preform life saving measures and recovery efforts.
Volcanic Eruption	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to determine the availability of Tribal resources to assist in filling damage assessment, search and rescue, firefighting, debris removal, Incident Management Team positions and recovery efforts, should the resources be requested.	Sharing information and intelligence with cooperators will lead to less duplication of efforts and more efficient use of resources to preform life saving measures and recovery efforts.
Drought	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to share information on the latest methods and technologies to mitigate the effects of long term drought conditions.	Sharing information and intelligence with cooperators may lead to a collaborative effort to overcome the effects of long term drought.
Hazardous Air Quality	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to share information on the latest methods and technologies to mitigate the effects of long term exposure to hazardous air quality condition.	Sharing information and intelligence with cooperators may lead to a collaborative effort to overcome the effects of long term exposure to hazardous air quality condition.

Capability Targets

Have an Emergency Services Department fully operational with Law Enforcement, Emergency Medical Services, Fire Department, IT Security Experts and Judicial system acting in cooperation with Local, State, Tribal and Federal cooperators throughout the entire length of an incident.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Emergency Medical Services	Advanced Emergency Medical Technician	Type I	1
Incident Management	Incident Management Team	Type III	3
Emergency Medical Services	EMS Physician	Type I	3
Fire and Hazardous Materials	Fire Officer	Type II	1
Fire and Hazardous Materials	Wildland Fire Officer	Type II	1
Fire and Hazardous Materials	Wildland/Urban Interface Protection Specialist	Type I	1
Medical and Public Health	Advanced Practice Registered Nurse	Type I	3
Medical and Public Health	Behavioral Health Specialist, Licensed	Type I	1
Medical and Public Health	Behavioral Health Specialist, Unlicensed	Type I	2
Medical and Public Health	Medical Unit Team Leader	Type I	1

Resource Requirements: Other Resources

Resource	POETE	Number Required
Information Technology Unit	Organization	1
Law Enforcement and Investigations Unit	Organization	1
Office of Emergency Management	Organization	1

Public Health Department	Organization	1
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Interdiction and Disruption Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Have the ability to protect tribal facilities in floodplains from floodwaters through built in barriers and/or raised foundations.	Minimal disruption to Tribal operations and little to no damage to Tribal Infrastructure
Cyber Attack	Detect and prevent malware, viruses, etc. before networks are infected. Have firewalls in place capable of intercepting cyber security threats.	Minimal disruption to Tribal operations and little to no damage to Tribal Infrastructure
Dam Failure	N/A	N/A
Wildfire	Have the ability to easily control fire spread in urban interface areas allowing for quick containment of fires or lessen the severity and effects of fires around the community.	Frequent fuels treatments in and around rural communities and houses may result in less structural and resource loss in and around the community.
Sinkhole / Landslide / Expansive Soils	N/A	N/A
Earthquake	N/A	N/A
Volcanic Eruption	N/A	N/A
Drought	N/A	N/A
Hazardous Air Quality	N/A	N/A

Capability Targets

Protect 100% tribal resources from threats to natural, man-made or technological threats and/or hazards 100% of the time.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number
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			Required
Law Enforcement	Law Enforcement Patrol Team (Strike Team)		3
Law Enforcement	Public Safety Dive Team	Type III	3
Animal Health Emergency	Animal Disease Epidemiologist	Type I	1
Emergency Medical Services	Air Ambulance (Rotary-Wing)	Type II	1
Emergency Medical Services	Air Medical Transport Pilot (Rotorcraft)	Type I	2
Fire and Hazardous Materials	Fuel Tender (Gasoline, Diesel, AvGas, and Gas Tanker)	Type II	4
Fire and Hazardous Materials	Brush Patrol, Firefighting (Type VI Engine)	N/A	6
Fire and Hazardous Materials	Crew Transport (Firefighting Crew)	Type I	2
Fire and Hazardous Materials	Crew Transport (Firefighting Crew)	Type II	6
Fire and Hazardous Materials	Hand Crew	Type I	1
Fire and Hazardous Materials	Hand Crew	Type II	3
Fire and Hazardous Materials	Water Tender, Firefighting (Tanker)	Type III	6
Fire and Hazardous Materials	Emergency Vehicle Technician	Type I	9
Fire and Hazardous Materials	Fire Apparatus Driver/Operator	Type I	38
Fire and Hazardous Materials	Wildland Firefighter	Type I	22

Fire and Hazardous Materials	Wildland Firefighter	Type II	74
Fire and Hazardous Materials	Fire Officer	Type II	1
Fire and Hazardous Materials	Wildland Fire Officer	Type II	1
Fire and Hazardous Materials	Wildland/Urban Interface Protection Specialist	Type I	1
Fire and Hazardous Materials	Haz-Mat Officer	Type I	1
Fire and Hazardous Materials	Plans Examiner	Type II	1
Fire and Hazardous Materials	Fire Inspector	Type II	1

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Screening, Search, and Detection Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Forecast Flooding based upon recent current and forecast weather conditions using remote automated weather stations, local forecast precipitation prediction models to execute a timely and orderly evacuation when needed.	Accurately predicting precipitation, snowfall, temperature and other climatological conditions may lead to more accurate flood prediction when assessing the need to evacuate.
Cyber Attack	Detect and eliminate cyber-attacks using state of the art spyware detection software.	Less disruption of information technology systems and a safe and secure records database that contains personal and identifiable information, confidential tribal information and financial records.
Dam Failure	N/A	N/A
Wildfire	Accurately identify area that are prone to reoccurring wildfire from human starts and/or that are affected from heavy fuel loadings and local weather that influences the direction, rate of spread and intensity of the flaming front.	Accurately identify areas around communities and urban interface areas that are prone to unplanned ignitions where local weather influences fire spread, intensity, and direction of the flaming front. Accurately identify fuel loading conditions that contribute to high intensity, high severity, high mortality and high resource damage in and around local communities and urban interface areas.
Sinkhole / Landslide / Expansive Soils	Accurately identify slide areas that threaten critical transportation routes, community infrastructure and waterways that may cause further infrastructure damage if diverted from slide activity.	Have the ability to identify areas to take mitigation measures to prevent or lessen the impact of major land slides.
Earthquake	Monitor seismic activity to accurately predict a Cascadia Earthquake event to	The ability to respond to and recover from a Cascadia Earthquake event in

	prepare for the response and recovery that that is associated with an event of such magnitude	efficient and effective manner.
Volcanic Eruption	Monitor seismic activity to accurately predict volcanic eruptions to make an informed decision for evacuations of communities and persons threatened from the pyroclastic flow and fallout resulting from an eruption.	Have an orderly evacuation of communities that sit in the pyroclastic/lahar zone of Mt. Shasta that would minimize injury or the loss of life.
Drought	Monitor past present and long term climatological forecast models to make informed decisions on mitigation measures to take mitigating the effects of the threat of long term drought conditions	Have ample water so supply streams and creeks that flow into the main tributary of the Klamath River and enough water to supply the local populations with drinki9ng and irrigation water to meet their subsistence needs.
Hazardous Air Quality	Set up air quality monitors in populated areas during fire season when the area is subject to a high risk of wildfires creating unhealthy to hazardous air quality conditions.	Accurately monitor air quality when a fire starts to determine actions to take to ensure action is taken to protect the elderly and those with chronic health conditions form serious medical complications resulting from long term exposure to unhealthy air quality.

Capability Targets

Identify 100% of natural caused disasters through monitoring weather, and environmental conditions.

Detect 100% of human caused disasters on tribal property through electronic surveillance. Discover

100% of technological threats through Information Technology monitoring software

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Geospatial Information Systems	GIS Analyst	Type II	1

Resource Requirements: Other Resources

Resource	POETE	Number Required
Information Technology Unit	Organization	1
Law Enforcement and Investigations Unit	Organization	1

Access Control and Identity Verification Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Tribal and Community responders will have access to response zones that require needed response and recovery efforts.	Tribal and community responders will not face unnecessary delays due to security access issues allowing for an efficient timely response.
Cyber Attack	Tribal Clinic records will remain secure and confidential with only authorized personnel gaining access to the files. Tribal computer systems will only be able to be accessed by authorized Tribal employees.	Safe and secure records and database systems containing critical personal, fiscal, and cultural information.
Dam Failure	Tribal and Community responders will have access to response zones that require needed response and recovery efforts.	Tribal and community responders will not face unnecessary delays due to security access issues allowing for an efficient timely response.
Wildfire	Tribal and Community responders will have access to response zones that require needed response and recovery efforts.	Tribal and community responders will not face unnecessary delays due to security access issues allowing for an efficient timely response.
Sinkhole / Landslide / Expansive Soils	Tribal and Community responders will have access to response zones that require needed response and recovery efforts.	Tribal and community responders will not face unnecessary delays due to security access issues allowing for an efficient timely response.
Earthquake	Tribal and Community responders will have access to response zones that require needed response and recovery efforts.	Tribal and community responders will not face unnecessary delays due to security access issues allowing for an efficient timely response.
Volcanic Eruption	Tribal and Community responders will have access to response zones that require needed response and recovery efforts.	Tribal and community responders will not face unnecessary delays due to security access issues allowing for an efficient timely response.
Drought	Tribal and Community responders will	Tribal and community responders will

	have access to response zones that require needed response and recovery efforts.	not face unnecessary delays due to security access issues allowing for an efficient timely response.
Hazardous Air Quality	Tribal and Community responders will have access to response zones that require needed response and recovery efforts.	Tribal and community responders will not face unnecessary delays due to security access issues allowing for an efficient timely response.

Capability Targets

100% of critical infrastructure access points to be accessed by authorized personnel with the use of biometric security measures.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
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Resource Requirements: Other Resources

Resource	POETE	Number Required
Information Technology Specialists	Team	1

Cybersecurity Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	N/A	N/A
Cyber Attack	Tribal Communication Information and Technology Department has secure network from terrorist attack and/or threats.	Safe and secure records and database systems containing critical personal, fiscal, and cultural information that remains unharmed from cyber-attacks or natural disasters that will allow for a smooth transition into our continuity of government plan.
Dam Failure	N/A	N/A
Wildfire	N/A	N/A
Sinkhole / Landslide / Expansive Soils	N/A	N/A
Earthquake	N/A	N/A
Volcanic Eruption	N/A	N/A
Drought	N/A	N/A
Hazardous Air Quality	N/A	N/A

Capability Targets

Be free from outside attack on Tribal Information and Technology system having 100% of internal computer systems to be accessed by authorized personnel with the use of biometric security measures.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
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Resource Requirements: Other Resources

Resource	POETE	Number Required
Information Technology Unit	Organization	1

Physical Protective Measures Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Tribal facilities in located in floodplains will have flood control barriers that are easily installed prior to a pending flood.	Tribal records and critical information at Tribal offices will remain safe and secure in the event of severe flooding.
Cyber Attack	A secure communications, information and Technology system that is impervious to physical destruction from natural causes or terrorists acts.	Safe and secure records and database systems containing critical personal, fiscal, and cultural information that remains unharmed from cyber-attacks or natural disasters that will allow for a smooth transition into our continuity of government plan.
Dam Failure	Tribal facilities in located in floodplains will have flood control barriers that are easily installed prior to a pending flood.	Tribal records and critical information at Tribal offices will remain safe and secure in the event of severe flooding.
Wildfire	Check points will be identified and established to assure only authorized Emergency Responders and other authorized personnel enter the affected areas.	Emergency responders can focus their attention on initial scene assessment without adding additional unauthorized personnel entering the scene becoming potential victims.
Sinkhole / Landslide / Expansive Soils	Check points will be identified and established to assure only authorized Emergency Responders and other authorized personnel enter the affected areas.	Emergency responders can focus their attention on initial scene assessment without adding additional unauthorized personnel entering the scene becoming potential victims.
Earthquake	Check points will be identified and established to assure only authorized Emergency Responders and other authorized personnel enter the affected areas.	Emergency responders can focus their attention on initial scene assessment without adding additional unauthorized personnel entering the scene becoming potential victims.
Volcanic Eruption	Check points will be identified and established to assure only authorized Emergency Responders and other authorized personnel enter the affected	Emergency responders can focus their attention on initial scene assessment without adding additional unauthorized personnel entering the scene becoming

	areas.	potential victims.
Drought	Click here to enter desired outcomes (optional)	Click here to enter impacts (optional)
Hazardous Air Quality	Check points will be identified and established to assure only authorized Emergency Responders and other personnel enter the affected areas.	Emergency responders can focus their attention on initial scene assessment without adding additional unauthorized personnel entering the scene becoming potential victims.

Capability Targets

Harden physical protective measures for all high priority critical infrastructure and key resource assets with moderate to very high vulnerability to flooding and fire hazards. Protect all essential critical facilities within the jurisdiction against acts of terrorism or crime through appropriate physical protective measures, to include the means necessary to maintain structures, materials, products, and systems of key operational activities and facilities against an identified threat/hazard.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Public Works	Civil/Field Engineer	Type I	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
Information Technology Specialists	Team	1
Law Enforcement and Investigations Unit	Team	1

Risk Management for Protection Programs and Activities Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Emergency operations plans will be reviewed for accuracy and updated with any needed changes annually.	A plan that will be up to date with the best and most current information to handle the emergency situation at hand.
Cyber Attack	Emergency operations plans will be reviewed for accuracy and updated with any needed changes annually.	A plan that will be up to date with the best and most current information to handle the emergency situation at hand.
Dam Failure	Emergency operations plans will be reviewed for accuracy and updated with any needed changes annually.	A plan that will be up to date with the best and most current information to handle the emergency situation at hand.
Wildfire	Emergency operations plans will be reviewed for accuracy and updated with any needed changes annually.	A plan that will be up to date with the best and most current information to handle the emergency situation at hand.
Sinkhole / Landslide / Expansive Soils	Emergency operations plans will be reviewed for accuracy and updated with any needed changes annually.	A plan that will be up to date with the best and most current information to handle the emergency situation at hand.
Earthquake	Emergency operations plans will be reviewed for accuracy and updated with any needed changes annually.	A plan that will be up to date with the best and most current information to handle the emergency situation at hand.
Volcanic Eruption	Emergency operations plans will be reviewed for accuracy and updated with any needed changes annually.	A plan that will be up to date with the best and most current information to handle the emergency situation at hand.
Drought	Emergency operations plans will be reviewed for accuracy and updated with any needed changes annually.	A plan that will be up to date with the best and most current information to handle the emergency situation at

		hand.
Hazardous Air Quality	Emergency operations plans will be reviewed for accuracy and updated with any needed changes annually.	A plan that will be up to date with the best and most current information to handle the emergency situation at hand.

Capability Targets

Update all Tribal program risk assessments for all critical Tribal infrastructure and key resource assets. Assemble risk assessments to recognize and prioritize protection actions that can implemented for 3 Tribal Clinics, 3 tribal Housing Communities and administrative offices in Yreka, Happy Camp and Orleans.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
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Resource Requirements: Other Resources

Resource	POETE	Number Required
Office of Emergency Management	Organization	1
Office of Emergency Management	Team	3
Public Health Department	Organization	1
Public Health Department	Team	3

Supply Chain Integrity and Security Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Quickly Identify alternate routes of transportation in the event of road closures due to flooding.	Response personnel will have the ability to transport patients and critical supplies in and out of the affected area.
Cyber Attack	N/A	N/A
Dam Failure	Quickly Identify alternate routes of transportation in the event of road closures due to flooding and road failure.	Response personnel will have the ability to transport patients and critical supplies in and out of the affected area.
Wildfire	Quickly Identify alternate routes of transportation in the event of road closures due to fire activity.	Response personnel will have the ability to transport patients and critical supplies in and out of the affected area.
Sinkhole / Landslide / Expansive Soils	Quickly Identify alternate routes of transportation in the event of road closures due to landslides.	Response personnel will have the ability to transport patients and critical supplies in and out of the affected area.
Earthquake	Quickly Identify alternate routes of transportation in the event of road closures due to structural damage to bridges and roadways as a result of the Cascadia Earthquake event.	Response personnel will have the ability to transport patients and critical supplies in and out of the affected area.
Volcanic Eruption	Quickly Identify alternate routes of transportation in the event of road closures due to volcanic fallout and flow activity.	Response personnel will have the ability to transport patients and critical supplies in and out of the affected area.
Drought	N/A	N/A
Hazardous Air Quality	Tribal response personnel will easily pass through road closure check points to deliver needed medical supplies and equipment to those residents impacted for the effects of unhealthy and hazardous air conditions.	Response personnel will have the ability to transport patients and critical supplies in and out of the affected area.

Capability Targets

Secure and strengthen the resilience of all key transportation and supply routes in the potential impact area, transportation methods between communities, and materials in transit between supplier and consumer.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Geospatial Information Systems	GIS Analyst	Type II	1
Public Works	Civil/Field Engineer	Type I	1

Resource Requirements: Other Resources

Resource	POETE	Number Required
Information Technology Unit	Organization	1
Law Enforcement and Investigations Unit	Organization	1

Community Resilience Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Tribal and local residents have the ability to care for the basic needs of their family during the first 72 hours of a flood event that leaves them isolated from all other resources.	Response personnel will be able to focus efforts to assist those with chronic health conditions and residents in the immediate flood area.
Cyber Attack	Cyber-attacks will go unnoticed by Tribal employees, tribal and local residents due to a secure cyber security network in place.	There will be no loss of critical information or identity theft, allowing for a more productive workforce and a community safe from the impacts of identity theft.
Dam Failure	Tribal and local residents have the ability to care for the basic needs of their family during the first 72 hours of a flood event that leaves them isolated from all other resources.	Response personnel will be able to focus efforts to assist those with chronic health conditions and residents in the immediate flood area.
Wildfire	Tribal and local residents have the ability to stay and defend their residents and structures from wildfires with little threat of resource or property damage. Fires will burn around communities and residents with low intensities and short resonance time.	Response personnel will be able to focus efforts in areas that are not resilient to the negative effects of wildfire.
Sinkhole / Landslide / Expansive Soils	Tribal and local residents have the ability to care for the basic needs of their family during the first 72 hours of a flood event that leaves them isolated from all other resources.	Response personnel will be able to focus efforts to assist those with chronic health conditions and residents in the immediate slide area.
Earthquake	Tribal and local residents have the ability to care for the basic needs of their family during the first 72 hours of a Cascadian Earthquake event that leaves them isolated from all other	Response personnel will be able to focus efforts to assist those with chronic health conditions and the influx of refugees fleeing the affected areas.

	resources.	
Volcanic Eruption	Tribal and local residents have the ability to care for the basic needs of their family during the first 72 hours of a volcanic event that leaves them isolated from all other resources.	Response personnel will be able to focus efforts to assist those with chronic health conditions and the influx of refugees fleeing the affected areas.
Drought	Tribal and local residents have the ability to remain as self-sufficient through a period of drought as they are through periods of no drought.	Tribal and community members will be less reliant on other means of subsistence allowing the tribe to focuses efforts on areas that cannot easily recover from the effects of a long term drought.
Hazardous Air Quality	Tribal and local residents have the ability to provide a clean air in their households throughout the entirety of the unhealthy air event. A clean air facility be available for visitors and residents who cannot provide an area free of hazardous air quality.	A healthier community with no persistent ill effects due to long term exposure to unhealthy and hazardous air quality.

Capability Targets

Ensure 100% of tribal households in the affected area are educated regarding measures to be taken to safeguard their homes and businesses. Ensure that more than 85% of the population is prepared and equipped to handle their basic needs in the first 72 hours following an event.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Fire and Hazardous Materials	Wildland/Urban Interface Protection Specialist	Type I	1
Fire and Hazardous Materials	Fire Officer	Type II	1
Fire and Hazardous Materials	Haz-Mat Safety Officer	Type I	1
Fire and Hazardous	Fire Inspector	Type II	1

Materials			
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Resource Requirements: Other Resources

Resource	POETE	Number Required
Office of Emergency Management	Organization	1
Office of Emergency Management	Team	3
Public Health Department	Organization	1
Public Health Department	Team	3

Long-term Vulnerability Reduction Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Move all Tribal infrastructures out of the 500 year flood plain.	No loss of critical information or records.
Cyber Attack	An information technology and communication system that is impervious to cyber-attacks by continually updating and upgrading technology firewalls and anti-spyware/virus software.	IT department will spend less time removing harmful viruses that attack the system and employees will be more productive.
Dam Failure	Move all critical Tribal infrastructures out of the rainy day flood zone.	No loss of critical information or records.
Wildfire	A long term prescribed fire plan that will allow for landscape scale treatments around Tribal communities bring the area back into its natural fire regime/return interval allowing for low to moderate fire intensities and low severity burns with little to no resource damage.	The negative effects of wildfire will be greatly reduced. Responders will be able to focus their efforts on areas that pose a greater risk to the negative effects of wildfire.
Sinkhole / Landslide / Expansive Soils	Slide mitigation plans will be implemented lessening the impact and severity where they do occur.	Road closures will be minimized allowing for responders to transport needed supplies in and out of the affected area.
Earthquake	Tribal facilities and residential structures will be built to current building codes to withstand earthquakes. Tribal members and residents will have ample food, water and medical supplies on hand to last 7 days.	Response personnel will be able to focus efforts to assist those with chronic health conditions and the influx of refugees fleeing the affected areas.
Volcanic Eruption	Tribal members and residents will have escape plans and ready bags with needed medical supplies and personal	Response personnel will be able to focus efforts to assist those with chronic health conditions and the influx

	items in the event of a volcano evacuation warning. Tribal members and residents outside the affected area will have ample food, water and medical supplies on hand to last 7 days.	of refugees fleeing the affected areas.
Drought	Tribal and community members will have a long term plan in place to mitigate the effects of long term drought.	Tribal and community members will be less reliant on other means of subsistence allowing the tribe to focuses efforts on areas that cannot easily recover from the effects of a long term drought.
Hazardous Air Quality	Tribal and community members' residents in high risk area to unhealthy air quality will be equipped with H-Vac or air purification systems to reduce and or eliminate the effects of long term unhealthy to hazardous air quality condition.	A healthier community with no persistent ill effects due to long term exposure to unhealthy and hazardous air quality.

Capability Targets

Make risk reduction a priority in all capital improvement projects. Develop a strategy to reduce or eliminate 100% of risks from natural, technological, and human caused hazards for people and property in 5 years.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
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Resource Requirements: Other Resources

Resource	POETE	Number Required
Office of Emergency Management	Organization	1
Information Technology Unit	Organization	1
Law Enforcement and Investigations Unit	Organization	1
Public Health Department	Organization	1

Risk and Disaster Resilience Assessment Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Tribal members, responders and residents informed on the risks and threats of flooding and able to assess what the needed supplies and equipment will be for self-sufficiency in the event of major flooding.	Tribal members, responders and residents able to make sound assessments on the risk versus benefit when making a decision whether or not to take a particular action.
Cyber Attack	Tribal members, responders and residents informed on the risks and damages caused by cyber-attack and able to assess what measure to take to mitigate those risks and damages.	Tribal members, responders and residents able to make sound assessments on the risk versus benefit when making a decision whether or not to take a particular action.
Dam Failure	Tribal members, responders and residents informed on the risks and threats of flooding and able to assess what the needed supplies and equipment will be for self-sufficiency in the event of major flooding due to a dam failure.	Tribal members, responders and residents able to make sound assessments on the risk versus benefit when making a decision whether or not to take a particular action.
Wildfire	Tribal members, responders and residents informed on the risks and damages caused by wildfires and able to assess the risks and damages caused by wildfire and mitigation actions to take to minimize the risk.	Tribal members, responders and residents able to make sound assessments on the risk versus benefit when making a decision whether or not to take a particular action.
Sinkhole / Landslide / Expansive Soils	Tribal members, responders and residents informed on the risks and damages caused by landslides and asses the risks associated with living in an area prone to landslides and the measures to take to mitigate those risks.	Tribal members, responders and residents able to make sound assessments on the risk versus benefit when making a decision whether or not to take a particular action.
Earthquake	Tribal members, responders and residents informed on the risks and	Tribal members, responders and residents able to make sound

	damages caused by earthquakes and assesses the risks associated with living in an area susceptible to a Cascadia Event and the measures to take to mitigate those risks.	assessments on the risk versus benefit when making a decision whether or not to take a particular action.
Volcanic Eruption	Tribal members, responders and residents informed on the risks and damages caused by volcanic eruptions and assesses the risks associated with living in an area susceptible to a volcanic eruptions and the measures to take to mitigate those risks.	Tribal members, responders and residents able to make sound assessments on the risk versus benefit when making a decision whether or not to take a particular action.
Drought	Tribal members, responders and residents informed on the risks and damages caused by long term drought and assesses the risks associated with living in an area susceptible to long term drought and the measures to take to mitigate those risks.	Tribal members, responders and residents able to make sound assessments on the risk versus benefit when making a decision whether or not to take a particular action.
Hazardous Air Quality	Tribal members, responders and residents informed on the risks and health problems caused by long term unhealthy air exposure and assesses the risks associated with living in an area susceptible to long term unhealthy air exposure and the measures to take to mitigate those risks.	Tribal members, responders and residents able to make sound assessments on the risk versus benefit when making a decision whether or not to take a particular action.

Capability Targets

Conduct a risk assessment every 2 years that includes information about localized vulnerabilities and consequences. Compare and prioritize 3 of the worst-case, plausible hazards and threats to the impacted area, and assess their impact on the resilience of 3 communities and jurisdictions.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
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Resource Requirements: Other Resources

Resource	POETE	Number Required
Office of Emergency Management	Organization	1
Information Technology Unit	Organization	1
Law Enforcement and Investigations Unit	Organization	1
Public Health Department	Organization	1

Threats and Hazard Identification Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Identify past flooding incidents and the affects that they have had on Tribal, Local, State, Private, Non-Governmental and federal infrastructure, incorporating a lessons learned approach into the analysis and planning process for future incidents. Coordinate with local state and other tribal government in planning responses to threats and hazards.	A lessons learned approach to analyzing and planning for a single or cooperative response will lead to less duplication of effort and a more efficient use of resources.
Cyber Attack	Identify cyber threats both past and present and the affects that they have had on the system incorporating a lessons learned approach into analysis and planning process for future cyber-attacks. Coordinate with Tribal, Local, State, Private, Non-Governmental and Federal cooperators when planning for widespread cyber-attacks.	A lessons learned approach to analyzing and planning for a single or cooperative response will lead to less duplication of effort and a more efficient use of resources.
Dam Failure	Identify past dam failure incidents and the affects that they have had on Tribal, local, state, and federal infrastructure, incorporating a lessons learned approach into the analysis and planning process for future incidents. Coordinate with Tribal, Local, State, Private, Non-Governmental and Federal cooperators in planning responses to threats and hazards.	A lessons learned approach to analyzing and planning for a single or cooperative response will lead to less duplication of effort and a more efficient use of resources.
Wildfire	Identify past wildfire incidents and the affects that they have had on Tribal, local, state, and federal resources, both natural and cultural, incorporating a lessons learned approach into the	A lessons learned approach to analyzing and planning for a single or cooperative response will lead to less duplication of effort and a more efficient use of

	analysis and planning process for future incidents. Coordinate with Tribal, Local, State, Private, Non-Governmental and Federal cooperators in planning responses to threats and hazards.	resources.
Sinkhole / Landslide / Expansive Soils	Identify past landslide incidents and the affects that they have had on Tribal, local, state, and federal infrastructure, incorporating a lessons learned approach into the analysis and planning process for future incidents. Coordinate with Tribal, Local, State, Private, Non-Governmental and Federal cooperators in planning responses to threats and hazards.	A lessons learned approach to analyzing and planning for a single or cooperative response will lead to less duplication of effort and a more efficient use of resources.
Earthquake	Identify past earthquake incidents and the affects that they have had on Tribal, local, state, and federal infrastructure, incorporating a lessons learned approach into the analysis and planning process for future incidents. Coordinate with Tribal, Local, State, Private, Non-Governmental and Federal cooperators in planning responses to threats and hazards.	A lessons learned approach to analyzing and planning for a single or cooperative response will lead to less duplication of effort and a more efficient use of resources.
Volcanic Eruption	Identify past volcanic eruptions and the affects that they have had on Tribal, local, state, and federal infrastructure, incorporating a lessons learned approach into the analysis and planning process for future incidents. Coordinate with Tribal, Local, State, Private, Non-Governmental and Federal cooperators in planning responses to threats and hazards.	A lessons learned approach to analyzing and planning for a single or cooperative response will lead to less duplication of effort and a more efficient use of resources.
Drought	Identify past and present long term drought events and the affects that they have had on Tribal, local, state,	A lessons learned approach to analyzing and planning for a single or cooperative response will lead to less duplication of

	and federal resources, incorporating a lessons learned approach into the analysis and planning process for future incidents. Coordinate with Tribal, Local, State, Private, Non-Governmental and Federal cooperators in planning responses to current and future drought events.	effort and a more efficient use of resources.
Hazardous Air Quality	Identify past unhealthy air quality events and the affects that they have had on Tribal, local, state, and federal populations and resources, incorporating a lessons learned approach into the analysis and planning process for future incidents. Coordinate with Tribal, Local, State, Private, Non-Governmental and Federal cooperators in planning responses to unhealthy air quality events.	A lessons learned approach to analyzing and planning for a single or cooperative response will lead to less duplication of effort and a more efficient use of resources.

Capability Targets

Identify 3 of the worst-case, plausible threats and hazards to the region and provide timely and accurate data on these threats and hazards through a continual process of data collection and analysis.

Encourage neighboring jurisdictions to identify threats and hazards on an annual basis. Every 3 years, update the threats and hazards list with known and emerging threats and hazards and use pertinent models to estimate potential consequences in collaboration with all partners.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Geospatial Information Systems	GIS Analyst	Type II	1

Resource Requirements: Other Resources

Resource	POETE	Number
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		Required
Office of Emergency Management	Organization	1
Information Technology Unit	Organization	1
Law Enforcement and Investigations Unit	Organization	1
Public Health Department	Organization	1

Critical Transportation Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to expedite road opening operations to allow critical access to affected communities. Make response vehicles and personnel easily identifiable to cooperation agencies to eliminate confusion and allow for an orderly evacuation and movement of needed supplies into affected areas.	A cooperative effort in opening roads would expedite the ability for emergency responders to get needed supplies into affected communities freeing up air resources for other critical operations. This will also allow evacuees a safe passage out of the affected area to facilities that may better meet their needs.
Cyber Attack	N/A	N/A
Dam Failure	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to expedite road opening operations to allow critical access to affected communities. Make response vehicles and personnel easily identifiable to cooperation agencies to eliminate confusion and allow for an orderly evacuation and movement of needed supplies into affected areas.	A cooperative effort in opening roads would expedite the ability for emergency responders to get needed supplies into affected communities freeing up air resources for other critical operations. This will also allow evacuees a safe passage out of the affected area to facilities that may better meet their needs.
Wildfire	Make response vehicles and personnel easily identifiable to cooperation agencies to eliminate confusion and allow for an orderly evacuation and movement of needed supplies into affected areas.	Emergency personnel will be able to get needed supplies into affected area and facilitate in evacuations.
Sinkhole / Landslide / Expansive Soils	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to expedite road opening operations to allow critical access to affected communities. Make response vehicles and personnel easily	A cooperative effort in opening roads would expedite the ability for emergency responders to get needed supplies into affected communities freeing up air resources for other critical operations. This will also allow

	identifiable to cooperation agencies to eliminate confusion and allow for an orderly evacuation and movement of needed supplies into affected areas.	evacuees a safe passage out of the affected area to facilities that may better meet their needs.
Earthquake	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to expedite road opening operations to allow critical access to affected communities. Make response vehicles and personnel easily identifiable to cooperation agencies to eliminate confusion and allow for an orderly evacuation and movement of needed supplies into affected areas.	A cooperative effort in opening roads would expedite the ability for emergency responders to get needed supplies into affected communities freeing up air resources for other critical operations. This will also allow evacuees a safe passage out of the affected area to facilities that may better meet their needs.
Volcanic Eruption	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to expedite road opening operations to allow critical access to affected communities. Make response vehicles and personnel easily identifiable to cooperation agencies to eliminate confusion and allow for an orderly evacuation and movement of needed supplies into affected areas.	A cooperative effort in opening roads would expedite the ability for emergency responders to get needed supplies into affected communities freeing up air resources for other critical operations. This will also allow evacuees a safe passage out of the affected area to facilities that may better meet their needs.
Drought	N/A	N/A
Hazardous Air Quality	Make response vehicles and personnel easily identifiable to cooperation agencies to eliminate confusion and allow for an orderly evacuation and movement of needed supplies into affected areas.	Emergency personnel will be able to get needed supplies into affected area and facilitate in evacuations.

Capability Targets

Within 24 hours of an incident, establish physical access to affected areas by clearing 15 miles of roads, transport up to 50 persons with medical needs and 50 persons to temporary shelters, and deliver required resources to save lives and to meet the needs of 200 disaster survivors.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Public Works	Maintenance and Repair Team – Light Equipment Public Works	Type I	3
Search and Rescue	US&R Task Forces	Type II	3
Geospatial Information Systems	GIS Analyst	Type II	3
Emergency Medical Services	Emergency Medical Task Force	Type I	3
Incident Management	Incident Management Team	Type III	3
Fire and Hazardous Materials	Hand Crew	Type II	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Environmental Response/Health and Safety Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Tribal emergency and medical staff will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to allow medical team to access elders and residents with health concerns to assess and administer any needed treatments or medications.	Tribal members, residents and community members will receive needed health and safety services in the event of widespread a disaster or emergency.
Cyber Attack	Tribal information and technology department will have access to government and private sector technological resources to help support the response to targeted attacks on Tribal cyber networks and its systems.	The Tribal cyber network will recover quickly from cyber-attacks and confidential patient information will not be compromised.
Dam Failure	Tribal emergency and medical staff will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to allow medical team to access elders and residents with health concerns to assess and administer any needed treatments or medications.	Tribal members, residents and community members will receive needed health and safety services in the event of widespread a disaster or emergency.
Wildfire	Tribal emergency and medical staff will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to allow medical team to access elders and residents with health concerns to assess and administer any needed treatments or medications.	Tribal members, residents and community members will receive needed health and safety services in the event of widespread a disaster or emergency.
Sinkhole / Landslide / Expansive Soils	Tribal emergency and medical staff will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to allow medical team to access elders and residents with health concerns to assess and administer any	Tribal members, residents and community members will receive needed health and safety services in the event of widespread a disaster or emergency.

	needed treatments or medications.	
Earthquake	Tribal emergency and medical staff will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to allow medical team to access elders and residents with health concerns to assess and administer any needed treatments or medications.	Tribal members, residents and community members will receive needed health and safety services in the event of widespread a disaster or emergency.
Volcanic Eruption	Tribal emergency and medical staff will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to allow medical team to access elders and residents with health concerns to assess and administer any needed treatments or medications.	Tribal members, residents and community members will receive needed health and safety services in the event of widespread a disaster or emergency.
Drought	Tribal Department of Natural resources will work with the community member and other natural resource professionals in the Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop methods for sustaining a biodiversity self-sufficient food source that promotes the health and safety of our tribal members and populations in their isolated communities.	Rural communities will be able to remain self-sufficient providing sustenance and promoting the health and wellbeing of for families and tribal member living in the affected communities.
Hazardous Air Quality	Tribal emergency and medical staff will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to allow medical team to access elders and residents with health concerns to assess and administer any needed treatments or medications.	Tribal members, residents and community members will receive needed health and safety services in the event of widespread a disaster or emergency.

Capability Targets

During the first 72 hours of an incident, conduct health and safety hazard assessments and disseminate guidance and resources, including the deployment of health assessment teams, to support health and

safety actions for Tribal elder population, clinic patients with compromised immune systems and persons with COPD throughout the Tribal Aboriginal territory and service area.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Emergency Medical Services	Emergency Medical Task Force	Type I	3
Medical and Public Health	Advanced Practice Registered Nurse	Type I	3
Medical and Public Health	Public Health and Medical Team in a Shelter	Type I	3
Mass Care	Shelter Management Team	Type III	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Fatality Management Services Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to establish a temporary mortuary to support the county medical operations when decedents cannot be transported out of the affected area. Have grief counseling available to the bereaved.	Provide for accountability to family of the deceased and allow surviving family members a place for reunification and closure.
Cyber Attack	N/A	N/A
Dam Failure	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to establish a temporary mortuary to support the county medical operations when decedents cannot be transported out of the affected area. Have grief counseling available to the bereaved.	Provide for accountability to family of the deceased and allow surviving family members a place for reunification and closure.
Wildfire	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to establish a temporary mortuary to support the county medical operations when decedents cannot be transported out of the affected area. Have grief counseling available to the bereaved.	Provide for accountability to family of the deceased and allow surviving family members a place for reunification and closure.
Sinkhole / Landslide / Expansive Soils	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to establish a temporary mortuary to support the county medical operations when decedents cannot be transported out of the affected area. Have grief counseling available to the bereaved.	Provide for accountability to family of the deceased and allow surviving family members a place for reunification and closure.

Earthquake	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to establish a temporary mortuary to support the county medical operations when decedents cannot be transported out of the affected area. Have grief counseling available to the bereaved.	Provide for accountability to family of the deceased and allow surviving family members a place for reunification and closure.
Volcanic Eruption	Work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to establish a temporary mortuary to support the county medical operations when decedents cannot be transported out of the affected area. Have grief counseling available to the bereaved.	Provide for accountability to family of the deceased and allow surviving family members a place for reunification and closure.
Drought	N/A	N/A
Hazardous Air Quality	N/A	N/A

Capability Targets

Within 24 hours of a request to support a mass fatality incident, establish initial morgue operations, prepare for the arrival of Disaster Mortuary Operational Response Teams (DMORTs) support, and obtain refrigeration units and other resources to recover or collect up to 50 fatalities over 50 square miles and provide counseling services to 25% of the bereaved.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Medical and Public Health	Emergency/Critical Care Team	Type I	3
Medical and Public Health	Public Health: Receiving, Staging, and Storing (RSS) Task Force	Type I	3
Incident Management	Crisis Incident Stress Management Team	Type I	3

Mass Care	Shelter Function Leader	Type I	3
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Resource Requirements: Other Resources

Resource	POETE	Number Required
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Infrastructure Systems Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Tribal Maintenance, IT, Housing, KCDC, DNR, Administrative, Medical, Dental and Emergency Management departments work together as the KEEPR (Karuk Employees Emergency Preparedness Response) Team to respond to incident and to mitigate disruption to Tribal operations.	It allows the Tribal Government to continue operations providing critical lifesaving health, safety and logistical needs to Tribal member and the communities we serve.
Cyber Attack	Tribal Maintenance, IT, Housing, KCDC, DNR, Administrative, Medical, Dental and Emergency Management departments work together as the KEEPR (Karuk Employees Emergency Preparedness Response) Team to respond to incident and to mitigate disruption to Tribal operations.	It allows the Tribal Government to continue operations providing critical lifesaving health, safety and logistical needs to Tribal member and the communities we serve.
Dam Failure	Tribal Maintenance, IT, Housing, KCDC, DNR, Administrative, Medical, Dental and Emergency Management departments work together as the KEEPR (Karuk Employees Emergency Preparedness Response) Team to respond to incident and to mitigate disruption to Tribal operations.	It allows the Tribal Government to continue operations providing critical lifesaving health, safety and logistical needs to Tribal member and the communities we serve.
Wildfire	Tribal Maintenance, IT, Housing, KCDC, DNR, Administrative, Medical, Dental and Emergency Management departments work together as the KEEPR (Karuk Employees Emergency Preparedness Response) Team to respond to incident and to mitigate disruption to Tribal operations.	It allows the Tribal Government to continue operations providing critical lifesaving health, safety and logistical needs to Tribal member and the communities we serve.
Sinkhole /	Tribal Maintenance, IT, Housing, KCDC,	It allows the Tribal Government to

Landslide / Expansive Soils	DNR, Administrative, Medical, Dental and Emergency Management departments work together as the KEEPR (Karuk Employees Emergency Preparedness Response) Team to respond to incident and to mitigate disruption to Tribal operations.	continue operations providing critical lifesaving health, safety and logistical needs to Tribal member and the communities we serve.
Earthquake	Tribal Maintenance, IT, Housing, KCDC, DNR, Administrative, Medical, Dental and Emergency Management departments work together as the KEEPR (Karuk Employees Emergency Preparedness Response) Team to respond to incident and to mitigate disruption to Tribal operations.	It allows the Tribal Government to continue operations providing critical lifesaving health, safety and logistical needs to Tribal member and the communities we serve.
Volcanic Eruption	Tribal Maintenance, IT, Housing, KCDC, DNR, Administrative, Medical, Dental and Emergency Management departments work together as the KEEPR (Karuk Employees Emergency Preparedness Response) Team to respond to incident and to mitigate disruption to Tribal operations.	It allows the Tribal Government to continue operations providing critical lifesaving health, safety and logistical needs to Tribal member and the communities we serve.
Drought	Tribal Maintenance, IT, Housing, KCDC, DNR, Administrative, Medical, Dental and Emergency Management departments work together as the KEEPR (Karuk Employees Emergency Preparedness Response) Team to respond to incident and to mitigate disruption to Tribal operations.	It allows the Tribal Government to continue operations providing critical lifesaving health, safety and logistical needs to Tribal member and the communities we serve.
Hazardous Air Quality	Tribal Maintenance, IT, Housing, KCDC, DNR, Administrative, Medical, Dental and Emergency Management departments work together as the KEEPR (Karuk Employees Emergency Preparedness Response) Team to respond to incident and to mitigate	It allows the Tribal Government to continue operations providing critical lifesaving health, safety and logistical needs to Tribal member and the communities we serve.

	disruption to Tribal operations.	
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Capability Targets

After the first 24 hours, restore 90% of the critical infrastructure to include all affected Tribal Offices and Tribal Clinics.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Public Works	Repair Restoration Team – Communications	Type I	3
Public Works	Damage Assessment Team - Debris	Type I	3
Public Works	Maintenance and Repair Team – Light Equipment Public Works	Type I	3
Public Works	Disaster Management Recovery Team – Public Works	Type I	3
Law Enforcement	Law Enforcement Patrol Team (Strike Team)		3
Incident Management	Rapid Needs Assessment Team	Type I	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Mass Care Services Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Serve 20% of the population, providing food, shelter, warmth and medical care. Care for pets and domestic animal displaced from the flood waters. Provide these services for up to 14 days.	20% of the population will have access to food, shelter, warmth and medical care. Pets and domesticated animals will receive needed care.
Cyber Attack	N/A	N/A
Dam Failure	Serve 20% of the affected communities, providing food, shelter, warmth and medical care. Care for pets and domestic animal displaced from the flood waters. Provide these services for up to 14 days.	20% of the population will have access to food, shelter, warmth and medical care. Pets and domesticated animals will receive needed care.
Wildfire	Serve 20% of the affected communities, providing food, shelter, warmth and medical care. Care for pets and domestic animal displaced from the wildfires. Provide these services for up to 14 days.	20% of the population will have access to food, shelter, warmth and medical care. Pets and domesticated animals will receive needed care.
Sinkhole / Landslide / Expansive Soils	Serve 20% of the affected communities, providing food, shelter, warmth and medical care. Care for pets and domestic animal displaced from the landslides. Provide these services for up to 14 days.	20% of the population will have access to food, shelter, warmth and medical care. Pets and domesticated animals will receive needed care.
Earthquake	Serve 100% of the Tribal members in the affected communities, providing food, shelter, warmth and medical care. Care for pets and domestic animal displaced from the earthquake. Provide these services for up to 14 days.	100% of the Tribal members in the affected communities will have access to food, shelter, warmth and medical care. Pets and domesticated animals will receive needed care.

Volcanic Eruption	Serve 100% of the Tribal members in the affected communities, providing food, shelter, warmth and medical care. Care for pets and domestic animal displaced from the volcanic eruption. Provide these services for up to 14 days.	100% of the Tribal members in the affected communities will have access to food, shelter, warmth and medical care. Pets and domesticated animals will receive needed care.
Drought	Serve 100% of the Tribal members in the affected communities, providing food and medical care. Care for pets and domestic animal. Provide these services for up to 12 months.	Tribal members will have health and food services available during times of drought when food and water are scarce
Hazardous Air Quality	Serve 20% of the affected communities, providing clean air centers and medical care. Care for pets and domestic animal displaced from unhealthy air quality. Provide these services for up to 14 days.	20% of the population will have access to food, shelter, warmth and medical care. Pets and domesticated animals will receive needed care.

Capability Targets

Provide shelter to 50 people for 14 days, provide meals to 100 people for 14 days, and provide potable Water 100 people for 14 days.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Medical and Public Health	Specialty Services Team	Type II	3
Emergency Medical Services	Emergency Medical Task Force	Type I	3
Mass Care	Temporary Child Care Support Services Team	Type III	3
Incident Management	Individual Assistance Disaster Assessment Team	Type I	5
Incident Management	Shelter Management Team	Type III	1

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Mass Search and Rescue Operations Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Assemble Tribal Search and Rescue team to work with Local Sheriff's department in Search and Rescue operations following a severe flooding event.	A coordinated effort for search and rescue operations will lead to less duplication of effort and an efficient use of resources. A cooperative effort should lead to greater amount of area covered in a shorter time period resulting in a lower fatality rate due to a shorter period of exposure to the elements and hazardous environment.
Cyber Attack	N/A	N/A
Dam Failure	Assemble Tribal Search and Rescue team to work with Local Sheriff's department in Search and Rescue operations following a dam failure followed by a severe flooding event.	A coordinated effort for search and rescue operations will lead to less duplication of effort and an efficient use of resources. A cooperative effort should lead to greater amount of area covered in a shorter time period resulting in a lower fatality rate due to a shorter period of exposure to the elements and hazardous environment.
Wildfire	Assemble Tribal Search and Rescue team to work with Local Sheriff's department in Search and Rescue operations following large fire.	A coordinated effort for search and rescue operations will lead to less duplication of effort and an efficient use of resources.
Sinkhole / Landslide / Expansive Soils	Assemble Tribal Search and Rescue team to work with Local Sheriff's department in Search and Rescue operations following landslides affecting rural communities.	A coordinated effort for search and rescue operations will lead to less duplication of effort and an efficient use of resources. A cooperative effort should lead to greater amount of area covered in a shorter time period resulting in a lower fatality rate due to a shorter period of exposure to the elements and hazardous environment.

Earthquake	Assemble Tribal Search and Rescue team to work with Local Sheriff's department in Search and Rescue operations following a Cascadia Earthquake event.	A coordinated effort for search and rescue operations will lead to less duplication of effort and an efficient use of resources. A cooperative effort should lead to greater amount of area covered in a shorter time period resulting in a lower fatality rate due to a shorter period of exposure to the elements and hazardous environment.
Volcanic Eruption	Assemble Tribal Search and Rescue team to work with Local Sheriff's department in Search and Rescue operations following a volcanic eruption.	A coordinated effort for search and rescue operations will lead to less duplication of effort and an efficient use of resources. A cooperative effort should lead to greater amount of area covered in a shorter time period resulting in a lower fatality rate due to a shorter period of exposure to the elements and hazardous environment.
Drought	N/A	N/A
Hazardous Air Quality	N/A	N/A

Capability Targets

Coordinate the deployment of law enforcement, fire, and search and rescue assets within the first 24 hours of an incident with the capability to search for and rescue 100 people and 25 animals spread across a variety of environments, including damaged urban structures, simultaneous searches in rural and urban interfaces and flooded areas.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Search and Rescue	Mountain SAR Team		6
Incident Management	Incident Management Team	Type III	3

Emergency Medical Services	Emergency Medical Task Force	Type I	3
Geospatial Information Systems	GIS Analyst	Type II	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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On-scene Security and Protection Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Work with local law enforcement and Tribal security Officers to ensure affected residential areas are safe and secure from human threats for residents unable to evacuate and that evacuated areas are secure from looting and vandalism.	Tribal members and residents unable to evacuate will be safe and secure from outside human threats and those who have evacuated will be assured that properties left behind will be free from tooting and vandalism.
Cyber Attack	N/A	N/A
Dam Failure	Work with local law enforcement and Tribal security Officers to ensure affected residential areas are safe and secure from human threats for residents unable to evacuate and that evacuated areas are secure from looting and vandalism.	Tribal members and residents unable to evacuate will be safe and secure from outside human threats and those who have evacuated will be assured that properties left behind will be free from tooting and vandalism.
Wildfire	Work with local law enforcement and Tribal security Officers to ensure affected residential areas are safe and secure from human threats for residents unable to evacuate and that evacuated areas are secure from looting and vandalism.	Tribal members and residents unable to evacuate will be safe and secure from outside human threats and those who have evacuated will be assured that properties left behind will be free from tooting and vandalism.
Sinkhole / Landslide / Expansive Soils	Work with local law enforcement and Tribal security Officers to ensure affected residential areas are safe and secure from human threats for residents unable to evacuate and that evacuated areas are secure from looting and vandalism.	Tribal members and residents unable to evacuate will be safe and secure from outside human threats and those who have evacuated will be assured that properties left behind will be free from tooting and vandalism.
Earthquake	Work with local law enforcement and Tribal security Officers to ensure affected residential areas are safe and secure from human threats for	Tribal members and residents unable to evacuate will be safe and secure from outside human threats and those who have evacuated will be assured that

	residents unable to evacuate and that evacuated areas are secure from looting and vandalism.	properties left behind will be free from tooting and vandalism.
Volcanic Eruption	Work with local law enforcement and Tribal security Officers to ensure affected residential areas are safe and secure from human threats for residents unable to evacuate and that evacuated areas are secure from looting and vandalism.	Tribal members and residents unable to evacuate will be safe and secure from outside human threats and those who have evacuated will be assured that properties left behind will be free from tooting and vandalism.
Drought	N/A	N/A
Hazardous Air Quality	Work with local law enforcement and Tribal security Officers to ensure affected residential areas are safe and secure from human threats for residents unable to evacuate and that evacuated areas are secure from looting and vandalism.	Tribal members and residents unable to evacuate will be safe and secure from outside human threats and those who have evacuated will be assured that properties left behind will be free from tooting and vandalism.

Capability Targets

Provide security for 3 shelters, 3 reception centers, and 3 pharmaceutical distribution centers by tribal security officers for 100 participants for 14 days. Within 24 hours, establish a safe and secure environment to decrease the risk of further damage among 100% households without power and with only 25% of response personnel able to respond.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Law Enforcement	Law Enforcement Patrol Team (Strike Team)		6
Incident Management	EOC Management Support Team	Type III	1

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Operational Communications Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Set up satellite communication systems to communicate between affected areas cut off from normal means of communication. Use two way radio repeater systems to communicate with responders in the field.	An effective communications link between cooperators in all affected communities leads to a common operating picture, less duplication of effort and a more efficient use of resources.
Cyber Attack	Communicate with cooperators on a daily basis to assess and share information on effective and ineffective measures taken to lessen the impacts of cyber-attacks on internal and external systems and the effect it has on the cyber networks.	An effective communications link between cooperators in all affected communities leads to a common operating picture, less duplication of effort and a more efficient use of resources.
Dam Failure	Set up satellite communication systems to communicate between affected areas cut off from normal means of communication. Use two way radio repeater systems to communicate with responders in the field.	An effective communications link between cooperators in all affected communities leads to a common operating picture, less duplication of effort and a more efficient use of resources.
Wildfire	Communicate with cooperators on a daily basis to assess and share information on effective and ineffective measures taken to lessen the impacts that wildfire has on the affected communities.	An effective communications link between cooperators in all affected communities leads to a common operating picture, less duplication of effort and a more efficient use of resources.
Sinkhole / Landslide / Expansive Soils	Set up satellite communication systems to communicate between affected areas cut off from normal means of communication. Use two way radio repeater systems to communicate with responders in the field.	An effective communications link between cooperators in all affected communities leads to a common operating picture, less duplication of effort and a more efficient use of resources.
Earthquake	Set up satellite communication systems to communicate between affected	An effective communications link between cooperators in all affected

	areas cut off from normal means of communication. Use two way radio repeater systems to communicate with responders in the field.	communities leads to a common operating picture, less duplication of effort and a more efficient use of resources.
Volcanic Eruption	Set up satellite communication systems to communicate between affected areas cut off from normal means of communication. Use two way radio repeater systems to communicate with responders in the field.	An effective communications link between cooperators in all affected communities leads to a common operating picture, less duplication of effort and a more efficient use of resources.
Drought	Communicate with cooperators and NGO's on a monthly basis to assess and share information on effective and ineffective measures taken to mitigate the effects of the long term drought.	An effective communications link between cooperators in all affected communities leads to a common operating picture, less duplication of effort and a more efficient use of resources.
Hazardous Air Quality	Communicate with cooperators on a daily basis on air quality conditions in the affected communities and effective measures taken to keep the tribal and community members at home in a clean air environment.	Healthier population that can stay in their homes rather than evacuating placing a strain on other affected communities.

Capability Targets

Within the first 4 hours of an incident, establish reliable, interoperable voice and data communications between 100% of responders within the Tribal service area. Ensure the ability to share data, including photographs and live video, among Siskiyou and Humboldt command posts.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Incident Management	Communications Support Team (CAP)	Type III	3

Resource Requirements: Other Resources

Resource	POETE	Number
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		Required
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Public and Private Services and Resources Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Activate Karuk Employee Emergency Preparedness Response (KEEPR) Team and establish a Unified Command or Single command structure under ICS to deliver needed resources to tribal and community members.	A coordinated response with cooperators will lead to a more efficient response and less duplication of effort giving the response team to serve a greater number of the effected population.
Cyber Attack	N/A	N/A
Dam Failure	Activate Karuk Employee Emergency Preparedness Response (KEEPR) Team and establish a Unified Command or Single command structure under ICS to deliver needed resources to tribal and community members.	A coordinated response with cooperators will lead to a more efficient response and less duplication of effort giving the response team to serve a greater number of the effected population.
Wildfire	Activate Karuk Employee Emergency Preparedness Response (KEEPR) Team and establish a Unified Command or Single command structure under ICS to deliver needed resources to tribal and community members.	A coordinated response with cooperators will lead to a more efficient response and less duplication of effort giving the response team to serve a greater number of the effected population.
Sinkhole / Landslide / Expansive Soils	Activate Karuk Employee Emergency Preparedness Response (KEEPR) Team and establish a Unified Command or Single command structure under ICS to deliver needed resources to tribal and community members.	A coordinated response with cooperators will lead to a more efficient response and less duplication of effort giving the response team to serve a greater number of the effected population.
Earthquake	Activate Karuk Employee Emergency Preparedness Response (KEEPR) Team and establish a Unified Command or Single command structure under ICS to deliver needed resources to tribal and community members.	A coordinated response with cooperators will lead to a more efficient response and less duplication of effort giving the response team to serve a greater number of the effected population.

Volcanic Eruption	Activate Karuk Employee Emergency Preparedness Response (KEEPR) Team and establish a Unified Command or Single command structure under ICS to deliver needed resources to tribal and community members.	A coordinated response with cooperators will lead to a more efficient response and less duplication of effort giving the response team to serve a greater number of the effected population.
Drought	N/A	N/A
Hazardous Air Quality	Activate Karuk Employee Emergency Preparedness Response (KEEPR) Team and establish a Unified Command or Single command structure under ICS to deliver needed resources to tribal and community members.	A coordinated response with cooperators will lead to a more efficient response and less duplication of effort giving the response team to serve a greater number of the effected population.

Capability Targets

During the first 24 hours of an incident, deliver essential public and private services and resources needed to save lives and meet the needs of 100% of the people in the impacted area.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Incident Management	Incident Management Team	Type III	3
Incident Management	EOC Management Support Team	Type III	1
Mass Care	Shelter Manager	Type III	3
Mass Care	Shelter Registration Leader	Type I	3
Medical and Public Health	Public Health and Medical Support Team Leader in a Shelter	Type I	3
Medical and Public Health	Mobile Field Medical Team	Type II	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Public Health and Medical Services Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Deliver needed medications in the event the flooding causes an outbreak of waterborne illnesses. Provide medical services to those with chronic health conditions and provide emergency medical services as needed.	The probability of wide spread illnesses and diseases would be minimized due to the community having access to critical assistance that would not normally be available post disaster.
Cyber Attack	Have all medical record and medication inventories backed up in the event the main server has been compromised.	Medical records will be intact allowing medical personnel and responders to have access to patient records.
Dam Failure	Deliver needed medications in the event the flooding causes an outbreak of waterborne illnesses. Provide medical services to those with chronic health conditions and provide emergency medical services as needed.	The probability of wide spread illnesses and diseases would be minimized due to the community having access to critical assistance that would not normally be available post disaster.
Wildfire	Deliver needed medications to affected communities. Provide medical services to those with chronic health conditions and provide emergency medical services as needed.	The probability of wide spread illnesses and diseases would be minimized due to the community having access to critical assistance that would not normally be available post disaster.
Sinkhole / Landslide / Expansive Soils	Deliver needed medications to affected communities. Provide medical services to those with chronic health conditions and provide emergency medical services as needed.	The probability of wide spread illnesses and diseases would be minimized due to the community having access to critical assistance that would not normally be available post disaster.
Earthquake	Deliver needed medications to affected communities. Provide medical services to those with chronic health conditions and provide emergency medical services as needed.	The probability of wide spread illnesses and diseases would be minimized due to the community having access to critical assistance that would not normally be available post disaster.
Volcanic Eruption	Deliver needed medications to affected communities. Provide medical services	The probability of wide spread illnesses and diseases would be minimized due

	to those with chronic health conditions and provide emergency medical services as needed.	to the community having access to critical assistance that would not normally be available post disaster.
Drought	Deliver needed medications to affected communities. Provide medical services to those with chronic health conditions and provide emergency medical services as needed.	The probability of wide spread illnesses and diseases would be minimized due to the community having access to critical assistance that would not normally be available post disaster.
Hazardous Air Quality	Deliver needed medications to affected communities. Provide medical services to those with chronic health conditions and provide emergency medical services as needed.	The probability of wide spread illnesses and diseases would be minimized due to the community having access to critical assistance that would not normally be available post disaster.

Capability Targets

Within 8 hours of the receipt of medical countermeasures from the Federal Government, distribute and dispense medications to 100% of exposed people, including 100% of medical evacuees.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Incident Management	Airborne Transport Team (Fixed-Wing)	Type III	1
Medical and Public Health	Public Health: Isolation and Quarantine	Type II	3
Medical and Public Health	Public Health: Receiving, Staging, and Storing (RSS) Task Force	Type I	3
Emergency Medical Services	Emergency Medical Task Force	Type I	3
Emergency Medical Services	Medical Supply Coordinator	Type I	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Situational Assessment Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	With the use of interoperable and/or redundant communications system participate in scheduled conference calls and/or planning meetings and attend community town hall meetings to gather and disseminate information to Tribal, Local, State, Private, Non-Governmental and Federal cooperators.	This will allow decision makers to make the best decision possible based on the most current information available. This also allows for collaboration and cooperation among officials.
Cyber Attack	With the use of interoperable and/or redundant communications system participate in scheduled conference calls and/or planning meetings and attend community town hall meetings to gather and disseminate information to Tribal, Local, State, Private, Non-Governmental and Federal cooperators.	This will allow decision makers to make the best decision possible based on the most current information available. This also allows for collaboration and cooperation among officials.
Dam Failure	Use interoperable redundant communications system to gather and disseminate information to Tribal, Local, State, Private, Non-Governmental and Federal cooperators.	This will allow decision makers to make the best decision possible based on the most current information available. This also allows for collaboration and cooperation among officials.
Wildfire	Participate in scheduled conference calls, planning meetings and community town hall meetings to gather and discriminate information to Tribal, Local, State, Private, Non-Governmental and Federal cooperators.	This will allow decision makers to make the best decision possible based on the most current information available. This also allows for collaboration and cooperation among officials.
Sinkhole / Landslide / Expansive Soils	With the use of interoperable and/or redundant communications system participate in scheduled conference calls and/or planning meetings and attend community town hall meetings to gather and disseminate information	This will allow decision makers to make the best decision possible based on the most current information available. This also allows for collaboration and cooperation among officials.

	to Tribal, Local, State, Private, Non-Governmental and Federal cooperators.	
Earthquake	With the use of interoperable and/or redundant communications system participate in scheduled conference calls and/or planning meetings and attend community town hall meetings to gather and disseminate information to Tribal, Local, State, Private, Non-Governmental and Federal cooperators.	This will allow decision makers to make the best decision possible based on the most current information available. This also allows for collaboration and cooperation among officials.
Volcanic Eruption	With the use of interoperable and/or redundant communications system participate in scheduled conference calls and/or planning meetings and attend community town hall meetings to gather and disseminate information to Tribal, Local, State, Private, Non-Governmental and Federal cooperators.	This will allow decision makers to make the best decision possible based on the most current information available. This also allows for collaboration and cooperation among officials.
Drought	Participate in scheduled conference calls, planning meetings and community town hall meetings to gather and disseminate information to Tribal, Local, State, Private, Non-Governmental and Federal cooperators.	This will allow decision makers to make the best decision possible based on the most current information available. This also allows for collaboration and cooperation among officials.
Hazardous Air Quality	Participate in scheduled conference calls, planning meetings and community town hall meetings to gather and disseminate information to Tribal, Local, State, Private, Non-Governmental and Federal cooperators.	This will allow decision makers to make the best decision possible based on the most current information available. This also allows for collaboration and cooperation among officials.

Capability Targets

Within 16 hours of an incident, gather and compile situation reports from Yreka, Happy Camp, Orleans, Humboldt County and Siskiyou County to develop and maintain a common operating picture.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number
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			Required
Incident Management	EOC Management Support Team	Type III	1
Incident Management	Incident Management Team	Type III	3
Geospatial Information Systems	GIS Analyst	Type II	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Economic Recovery Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected communities will be able to return to a sense of normalcy following a catastrophic incident allowing for a sense of economic stability to the communities.
Cyber Attack	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected communities will be able to return to a sense of normalcy following a catastrophic incident allowing for a sense of economic stability to the communities.
Dam Failure	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected communities will be able to return to a sense of normalcy following a catastrophic incident allowing for a sense of economic stability to the communities.
Wildfire	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected communities will be able to return to a sense of normalcy following a catastrophic incident allowing for a sense of economic stability to the communities.
Sinkhole / Landslide / Expansive Soils	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected communities will be able to return to a sense of normalcy following a catastrophic incident allowing for a sense of economic stability to the communities.
Earthquake	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected communities will be able to return to a sense of normalcy following a catastrophic incident allowing for a sense of economic stability to the communities.
Volcanic Eruption	KEEPR Team will work with Tribal, Local, State, Private, Non-	Affected communities will be able to return to a sense of normalcy following

	Governmental and Federal cooperators to develop a short and long term recovery plan.	a catastrophic incident allowing for a sense of economic stability to the communities.
Drought	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected communities will be able to return to a sense of normalcy following a catastrophic incident allowing for a sense of economic stability to the communities.
Hazardous Air Quality	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected communities will be able to return to a sense of normalcy following a catastrophic incident allowing for a sense of economic stability to the communities.

Capability Targets

Within 2 weeks, return public services to a pre-disaster level of service. Within 7 days of an incident, develop a Recovery Support Strategy (RSS) in concert with whole community partners and a specific timeline to restore community infrastructure sites.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Law Enforcement	Law Enforcement Patrol Team (Strike Team)		3
Animal Health Emergency	Large Animal Rescue Strike Team	Type I	3
Animal Health Emergency	Large Animal Transport Team	Type I	3
Animal Health Emergency	Small Animal Rescue Strike Team	Type I	3
Animal Health Emergency	Small Animal Transport Team	Type I	3
Incident Management	Crisis Incident Stress Management Team	Type III	3

Incident Management	Donations Management Personnel/Team	Type II	3
Public Works	Damage Assessment and Repair Team – Sewer Mains	Type I	3
Public Works	Damage Assessment and Repair Team – Water Pump Facilities	Type I	3
Public Works	Damage Assessment, Repair and Start-Up Team – Wastewater Lift and Pump Station	Type II	3
Public Works	Damage Assessment, Repair and Start-Up Team - Wastewater Treatment Facilities		3
Public Works	Disaster Management Recovery Team – Public Works	Type I	3
Public Works	Public Works Emergency Management Support Team	Type I	3
Public Works	Repair and Restoration Team – SCADA	Type I	3
Public Works	Repair Restoration Team – Communications	Type I	3
Geospatial Information Systems	GIS Analyst	Type II	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Health and Social Services Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	Established KEEPR team will identify the needs of the Tribal Members and the Communities we serve and implement a recovery plan to provide, social services and health and human service, individual family services and case management needs.	Tribal members and community members will receive the services needed to help cope with the environment and physical changes caused by the disaster.
Cyber Attack	N/A	N/A
Dam Failure	Established KEEPR team will identify the needs of the Tribal Members and the Communities we serve and implement a recovery plan to provide, social services and health and human service, individual family services and case management needs.	Tribal members and community members will receive the services needed to help cope with the environment and physical changes caused by the disaster.
Wildfire	Established KEEPR team will identify the needs of the Tribal Members and the Communities we serve and implement a recovery plan to provide, social services and health and human service, individual family services and case management needs.	Tribal members and community members will receive the services needed to help cope with the environment and physical changes caused by the disaster.
Sinkhole / Landslide / Expansive Soils	Established KEEPR team will identify the needs of the Tribal Members and the Communities we serve and implement a recovery plan to provide, social services and health and human service, individual family services and case management needs.	Tribal members and community members will receive the services needed to help cope with the environment and physical changes caused by the disaster.
Earthquake	Established KEEPR team will identify the needs of the Tribal Members and the Communities we serve and implement a recovery plan to provide, social	Tribal members and community members will receive the services needed to help cope with the environment and physical changes

	services and health and human service, individual family services and case management needs.	caused by the disaster.
Volcanic Eruption	Established KEEPR team will identify the needs of the Tribal Members and the Communities we serve and implement a recovery plan to provide, social services and health and human service, individual family services and case management needs.	Tribal members and community members will receive the services needed to help cope with the environment and physical changes caused by the disaster.
Drought	Established KEEPR team will identify the needs of the Tribal Members and the Communities we serve and implement a recovery plan to provide, social services and health and human service, individual family services and case management needs.	Tribal members and community members will receive the services needed to help cope with the environment and physical changes caused by the long term effects of the drought.
Hazardous Air Quality	Established KEEPR team will identify the needs of the Tribal Members and the Communities we serve and implement a recovery plan to provide, social services and health and human service, individual family services and case management needs.	Tribal members and community members will receive the services needed to help cope with the environment and physical changes caused by the long term effects of the unhealthy air quality.

Capability Targets

Within 2 days, coordinate assistance programs to help Tribal individuals, households, and businesses meet basic needs and return to self-sufficiency. Within 5 days, provide Tribal members long-term individual and family services, case management, assistance with unmet needs, and health and human services as local resources are available.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Incident Management	Crisis Incident Stress Management Team	Type III	3

Incident Management	Individual Assistance Disaster Assessment Team	Type I	3
Law Enforcement	Law Enforcement Patrol Team (Strike Team)		3
Mass Care	Temporary Child Care Support Services Team	Type III	3
Public Works	Disaster Management Recovery Team – Public Works	Type I	3
Medical and Public Health	Specialty Services Team	Type II	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Housing Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected Tribal members and residents will be able to return to a standard of living that is comparable to their circumstances pre disaster.
Cyber Attack	N/A	N/A
Dam Failure	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected Tribal members and residents will be able to return to a standard of living that is comparable to their circumstances pre disaster.
Wildfire	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected Tribal members and residents will be able to return to a standard of living that is comparable to their circumstances pre disaster.
Sinkhole / Landslide / Expansive Soils	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected Tribal members and residents will be able to return to a standard of living that is comparable to their circumstances pre disaster.
Earthquake	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected Tribal members and residents will be able to return to a standard of living that is comparable to their circumstances pre disaster.
Volcanic Eruption	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term recovery plan.	Affected Tribal members and residents will be able to return to a standard of living that is comparable to their circumstances pre disaster.

Drought	N/A	N/A
Hazardous Air Quality	KEEPR Team will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to develop a short and long term housing plan based on short and long term weather forecasts as well as the conditions that are causing unhealthy air quality to determine housing needs.	Affected Tribal members and residents will be able to return to a standard of living that is comparable to their circumstances pre disaster.

Capability Targets

Within 3 weeks, ensure KTHA/Tribal household residences have been repaired and reoccupied or direct housing/rental units have been found for residents with destroyed homes that will not be rebuilt. Within 3 days of an incident, develop an RSS to identify housing needs, determine available options for temporary housing for people sheltered, and plan for permanent housing.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Incident Management	Donations Management Personnel/Team	Type II	3
Incident Management	Rapid Needs Assessment Team	Type I	3
Public Works	Damage Assessment Team - Debris	Type I	3
Public Works	Disaster Management Recovery Team – Public Works	Type I	3
Public Works	Maintenance and Repair Team – Light Equipment Public Works	Type I	3
Public Works	Road Sweeper	Type III	6
Public Works	Snow Blower (Chassis Mounted)	Type III	6
Public Works	Grader	Type III	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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Natural and Cultural Resources Core Capability

Desired Outcomes and Impacts

Threat/Hazard	Desired Outcomes	Impacts
Flood	KEEPR Team Cultural resource personnel will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to assure minimal disturbance to culturally sensitive areas.	Karuk Tribal Members and their families will be able utilize, enjoy and rely on the resources that have been here since time began.
Cyber Attack	N/A	N/A
Dam Failure	KEEPR Team Cultural resource personnel will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to assure minimal disturbance to culturally sensitive areas.	Karuk Tribal Members and their families will be able utilize, enjoy and rely on the resources that have been here since time began.
Wildfire	KEEPR Team Cultural resource personnel will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to assure minimal disturbance to culturally sensitive areas.	Karuk Tribal Members and their families will be able utilize, enjoy and rely on the resources that have been here since time began.
Sinkhole / Landslide / Expansive Soils	KEEPR Team Cultural resource personnel will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to assure minimal disturbance to culturally sensitive areas.	Karuk Tribal Members and their families will be able utilize, enjoy and rely on the resources that have been here since time began.
Earthquake	KEEPR Team Cultural resource personnel will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to assure minimal disturbance to culturally sensitive areas.	Karuk Tribal Members and their families will be able utilize, enjoy and rely on the resources that have been here since time began.

Volcanic Eruption	KEEPR Team Cultural resource personnel will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to assure minimal disturbance to culturally sensitive areas.	Karuk Tribal Members and their families will be able utilize, enjoy and rely on the resources that have been here since time began.
Drought	KEEPR Team Cultural resource personnel will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to assure minimal disturbance to culturally sensitive areas.	Karuk Tribal Members and their families will be able utilize, enjoy and rely on the resources that have been here since time began.
Hazardous Air Quality	KEEPR Team Cultural resource personnel will work with Tribal, Local, State, Private, Non-Governmental and Federal cooperators to assure minimal disturbance to culturally sensitive areas.	Karuk Tribal Members and their families will be able utilize, enjoy and rely on the resources that have been here since time began.

Capability Targets

Within 3 days of an incident, develop an RSS to mitigate impacts and stabilize all natural and cultural resources by removing debris, repairing historic sites, and restoring personnel/community records/key documents that were destroyed.

Resource Requirements: NIMS Tier I Resources

Group	Resource	Type	Number Required
Incident Management	Incident Management Team	Type III	3

Resource Requirements: Other Resources

Resource	POETE	Number Required
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THIRA Post-assessment Questions

Department/Agency Participation

Department/Agency	Number Participating
Emergency Management	0
Homeland Security	0
Fusion Center	0
Law Enforcement/Public Safety	0
Fire/EMS	0
Public Health	0
Historic/Cultural Resources	0
Environment	0
Transportation	0
Agriculture	0
Executive Branch	0
Other (specify)	
Other (specify)	
Other (specify)	
Other (specify)	
Other (specify)	
Other (specify)	
Not Applicable	True

Non-governmental Participation

Non-governmental organization	Number participating
American Red Cross	

Faith-based organization	
Other VOAD	
Disability or access/functional needs community	
Community advocacy group	
Education community	
Hospital/Healthcare organization	
Utilities/Public works	
Private sector/Business	
Port authority/Other port organization	
Other (specify)	
Other (specify)	
Other (specify)	
Other (specify)	
Other (specify)	
Not Applicable	True

Levels of Government Participating

Level of government	Number participating
Federal government	
State/Territory	
County	
UASI	
Other city	
Tribe	

Other (specify)	
Other (specify)	
Other (specify)	
Not Applicable	True

Participant List

Data Sources

Tribal Hazard Mitigation Plan

Limitations

Models are limited in scope and do not calculate enough variables.

Tools

Flood maps; HAZUS-MH

People's Center and Tribal Historic Preservation Office
Karuk Tribe Council Meeting
December 19, 2013

Submitted by Julie Burcell

Action Items:

Approval of Contract # _____ for tribal monitor to work on Siskiyou Telephone Happy Camp to Thompson Creek fiber optic project. Not to exceed \$60,000.00.

Approval to improve and maintain People's Center Museum and Gift Shop Facebook page for store advertising, event announcements and as a medium to provide information about Karuk culture and history (see attached page summary and statistical information).

Tribal Historic Preservation Office

THPO continued to work with State level taskforce developing protocols for consultation and compliance with Section 106 for federal agencies and federally-funded projects. A working meeting is scheduled January 22-23 in Fresno to begin drafting content in partnership with the State Historic Preservation Office.

Working closely with the Karuk Resource Advisory Board (KRAB), review of a wide-variety of internal and external projects occurred throughout the month. Among the projects reviewed were 6 undertakings proposed by FEMA for rehabilitation of the Orleans Fire area, and the Orleans Wellness Center parking lot project.

The KRAB working group met on December 3, 2013. Primary topics of discussion included:

- Follow-up on results of Red Cap Road survey with Humboldt State archaeologists. Additional fieldwork is scheduled December 17. THPO and Leaf Hillman will be joining HSU staff for overview of area of potential effect for the Bike Path project.
- A letter from the Six Rivers National Forest requesting Tribal attendance at a post-fire analysis meeting was reviewed. The KRAB decided that an open forum meeting would not be conducive to effective communication of Tribal concerns, and therefore recommended an internal meeting between key staff and council prior to a meeting between Six Rivers staff and Tribal leadership/staff. Date(s) for the meeting need to be set.
- Le Loni Colegrove and Dion Wood joined the group via conference call to discuss the status of the monitoring program. Positions descriptions for the monitors were reviewed, and the need for a formal written protocol for use of monitors in various situations was emphasized. A new monitoring class will be offered this spring. We would like to increase our monitoring pool, and recruit people with traditional cultural knowledge who might also be fit and trained for fire assignments.

- Deborah Giraud from the University of California Extension program presented the results of a food security research project (not the larger project we are taking part in). The group had concerns about the overlap between the two projects, in particular, ensuring that the communities we serve are not overwhelmed with requests for feedback and involvement in on-the-ground activities.

NAGPRA

Our request for repatriation of the albino wolf has not yet been approved. We were, however, granted a six month extension on our loan so we will be able to continue to care for the wolf while a decision is made.

We have requested an audience with the decision maker and are waiting to hear from UC Berkeley in regard to the specifics.

People's Center

The Strategic Plan for the People's Center continues to be a primary focus for the Museum. The People's Center Advisory Committee is currently reviewing the draft final, and provided valuable feedback to Museum Coordinator and consulting planner, Megan Roche at our December 12 meeting. Final comments are to be submitted by PCAC by December 23. The document will be finalized at our January 14 planning meeting and presented to Council for review shortly after that. As discussed in previous reports, the plan represents a significant accomplishment for the People's Center, and will serve to guide program development and overall museum functions for the next 10 years.

The gift shop increased store inventory in preparation for holiday shopping, and is offering a 10% discount for all non-tobacco merchandise.

Museum staff is working closely with IT to install a set of video cameras in the store.

The Clark Museum exhibit will be broken down and returned to Eureka Friday, December 20. New installations will occur immediately following and will showcase the Tribe's artifact and basketry collections as well as historic photographs.

Three different culture classes are being held at the People's Center weekly: an arrow making class for men/boys, a flower dance preparation class for young ladies, and the basketweaver's class. The weavers will be breaking for the holidays through the end of December.

Museum Coordinator presented information about library and museum programming to both the Indian Parent Committee and a Teacher's working group at Happy Camp elementary school.

Library

The two branches of the Karuk library program have been working hard to implement the IMLS and State Library grants. Highlights for the program include:

- *Aak Utkirihiti (He/She is looking into the fire), Mobile Device Literacy Collaborative:* The California State Libraries granted an LSTA Pitch an Idea award to KCDC, who will act as the lead agency for the project, which is a collaboration between the computer centers, education centers, local schools and libraries. The project provides mobile technology devices (like iPads, Samsung tablets, and/or Kindles) and 15 hours per week staff time to computer center/education centers in Orleans, Happy Camp and Yreka. The staff will visit the local schools with the mobile technology to support literacy and cultural education, create student driven content, and expand library services to students in our communities. The devices will also expand services to our local education/computer centers and tribal libraries. *The \$60,000 award is the first time California State Libraries has granted to a tribal library in this state.*
- *Technology and Digital Library* staff members are also taking technology training, which will be essential in developing digital ways to offer the Karuk collections.
 - Museum Coordinator and Bari Talley are members of the newly formed Karuk Tribal Advisory committee which will work with the Klamath Basin Digital food Security Librarian, Adrienne Harling, to establish a tribal knowledge base.
 - Bari and Victoria Hays, Workforce Development Coordinator at Happy Camp Computer Center, are registered for iPad 101: Teaching with Tablets, through Humboldt County Office of Education in January.
 - Bari participated in four trainings with a team from SF State, the Youth Leadership Institute and youth from the Klamath Basin (originally with the Karuk Youth Leadership Council). They have been actively working to improve community health by organizing youth conferences, using iPods to develop health surveys, participate in physical fitness activities, and increase healthy food awareness.
- *NW California Regional Tribal Library Network* - The team is organizing a regional Tribal Library Network that will serve tribal communities and/or manage tribal cultural information for better communication at the local, regional and state levels.
- *Expanding community service through community outreach* - The tribal libraries are actively working on outreach to local schools to help support literacy. In that effort we have purchased culturally-relevant reading sets and are developing curriculum to be checked out by teachers locally. Additionally, we are planning story telling and crafting events to bring young readers into the library.
- *Library Website Development* – staff have been working with IT to plan a website that will be organized effectively to provide information on programs and services available to our communities through the tribal libraries, and computer/education centers.

You are posting, commenting, and liking as Karuk People's Center Museum and Gift Shop — Change to Julie Burcell



Karuk People's Center ...

Timeline

Recent

Admin Panel

Promote Page

Like Comment Share

28 4

559 people saw this post

Boost Post


Karuk People's Center Museum and Gift Shop shared a link.
November 7

<http://www.tworivertribune.com/2013/10/orleans-poet-artist-summons-spirit-people-for-upcoming-art-show/>



TWO RIVERS TRIBUNE ~ ONLINE | Orleans Poet, Artist, Summons Spirit People for Upcoming Art Show
www.tworivertribune.com

We would not exactly confuse Brian Tripp's sculptured birds with real plumed woodpeckers, but if his artwork took flight, we might not be too surprised. He is readying the birds and other work for a

Like Comment Share

7

200 people saw this post

Boost Post


Karuk People's Center Museum and Gift Shop
November 6

More Gift Ideas



Like Comment Share

20 1

301 people saw this post

Boost Post


Karuk People's Center Museum and Gift Shop
November 6

Fall 2013 Acorn Camp


Karuk People's Center Museum and Gift Shop
November 7

From American Folklife Center - Track 1: Ellen Brazill Grant sings Konomiu lullaby, Somes Bar 1926.

<http://www.loc.gov/folklife/sampler/CAudio.html#track1>

Like Comment Share

10 1

828 people saw this post

Boost Post


Karuk People's Center Museum and Gift Shop
November 6


Like Comment Share

61 2 5

1,268 people saw this post

Boost Post


Karuk People's Center Museum and Gift Shop
November 6

Gift Shop Holiday Sale - Veteran's Day to New Year's 10% Off



Like Comment Share

22 1 4

526 people saw this post

Boost Post

See Your Ad Here













































Julie Burcell likes Karuk People's Center Museum and Gift Shop's photo.

The Boys Having Fun Gambling



12 1

Boost Post

Reach: Organic / Paid										Post Clicks	Likes, Comments & Shares
Published	Post	Type	Targeting	Reach	Engagement	Promote					
11/16/2013 5:03 pm	 The Boys Having Fun Gambling			287	101 34	<div>Boost</div>					
11/16/2013 4:23 pm	 Salmon and Acorns Cooking			44	78 5	<div>Boost</div>					
11/16/2013 3:59 pm	 Cracking Acorns			23	66 2	<div>Boost</div>					
11/16/2013 3:59 pm	 Ready for Canning			45	72 4	<div>Boost</div>					
11/16/2013 3:59 pm	 Father-Daughter Team			155	151 4	<div>Boost</div>					
11/15/2013 2:45 pm	 Internship Opportunity - School for Advance Research, Indian Arts Center http://sarweb.org			146	3 1	<div>Boost</div>					
11/15/2013 8:55 am	 Agenda for this weekend's gathering!			690	160 35	<div>Boost</div>					
11/12/2013 9:43 am	 November is Native American Heritage Month! http://nativeamericanheritagemonth.gov/			271	6 15	<div>Boost</div>					
11/10/2013 10:59 am	 Timeline Photos			559	65 53	<div>Boost</div>					
11/07/2013 3:40 pm	 In honor of Karuk elder Fred Ruff. Prayers for his family. http://www.siskiyoudaily.com/article			302	34 9	<div>Boost</div>					
11/07/2013 12:58 pm	 From American Folklife Center - Track 1: Ellen Brazill Grant sings Konomiu lullaby, Somes Bar			828	50 32	<div>Boost</div>					
11/07/2013 10:58 am	 http://www.tworivertribune.com/2013/10/orleans-poet-artist-summons-spirit-people-for-upcoming-			200	20 7	<div>Boost</div>					
11/06/2013 5:04 pm	 Timeline Photos			1.3K	147 116	<div>Boost</div>					
11/06/2013 5:03 pm	 More Gift Ideas			301	70 25	<div>Boost</div>					



Karuk People's Center Museum and Gift Shop

 Ads Manager

Export Data



Overview

👍 Likes

 Reach

Visits

Posts

 People

Your Fans

People Reached

People Engaged

Check-ins

The people who like your Page

Women

■ 72%

Your Fans

■ **46%**

All Facebook

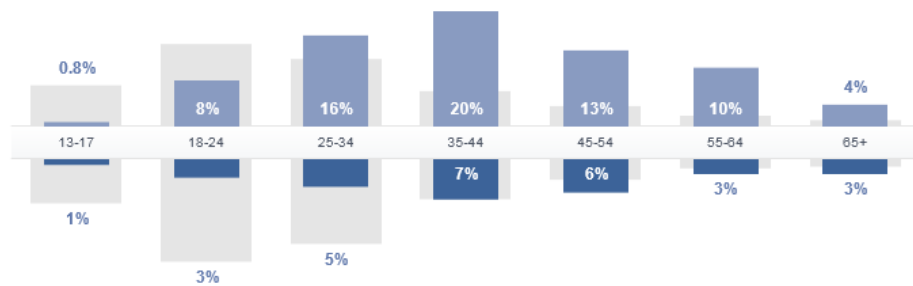
Men

■ 27%

Your Fans

■ **54%**

All Facebook



Country	Your Fans	City	Your Fans	Language	Your Fans
United States of America	475	Happy Camp, CA	55	English (US)	468
Canada	4	Yreka, CA	19	English (UK)	16
Chile	2	Redding, CA	16	English (Pirate)	2
Croatia	2	Orleans, CA	15	Turkish	2
Turkey	2	Eureka, CA	14	Spanish (Spain)	2
Spain	2	Hoopa, CA	12	Spanish	1
Belgium	1	Crescent City, CA	11	Portuguese (Brazil)	1
Switzerland	1	Chico, CA	10	French (Canada)	1
Portugal	1	McKinleyville, CA	9	Portuguese (Portugal)	1
Germany	1	Seiad Valley, CA	7	Dutch (Belgium)	1

[See More](#)

Action Items:

Stephanie Dolan Contract 14-C-018 for on-call legal services

Monthly Updates:

Emergency Preparedness

As you know I attended the FEMA L580-Emergency Management Framework for Tribal Governments. The course was very informative and there was a great opportunity for networking.

I have been reviewing the Emergency Operations Plan that Tom Fielden has updated. I have also been reviewing the Hazard Mitigation Grant Program Administrative Plan. I should be done reviewing these by the end of the month.

I drafted a letter to the Forest Service requesting that they prioritize the Radio Repeater Project that Tom Fielden is working on. We still need to get a consultant on to help with technical specifications, but it will be important that the Forest Service technical staff is available and moves the project forward in a timely manner so we meet project deadlines.

Cal-Trans

On December 9th Erin Hillman and I attended a meeting with Cal-Trans. Sandi Tripp set this meeting up to discuss our MOU with Cal-Trans. The meeting was very productive. We will be having an internal meeting to discuss the changes to the MOU after they are sent out and then we will meet with Cal Trans again to hopefully review a "90%" complete document.

Related to Cal-Trans, the California State Transportation Agency released their draft consultation policy. We are requesting that they extend the comment period and have more direct dialogue with Tribal leaders on the project. See attached letter.

Bureau of Indian Affairs

I am working on completing the screener card application/request for Excess Government Equipment. I have to get specific information from Jody and Mike Tiraterra for the applications. I should have these completed by the time of the Council Meeting.

I haven't had a chance to review the BIA Fire Agreement yet, but this is on my to-do list.

KRAB

I attended the monthly KRAB Meeting on December 3rd. The meeting was productive. We have been covering a few issues outside of the scope of the "THPO Plan" but the group is the perfect forum for these types of concerns. We may need to have discussions and planning about the future workings of the group to be sure that the original intent of the group isn't lost.

On December 5th we had a small conference call among staff to discuss the property in Orleans that you approved to submit a bid on. Please let me know if you would like an update, at this point no official counter-offer has been submitted to Scott Q.

I am still waiting to hear back from California Water Resources Control Board Legal Counsel about the “final legal opinion” regarding river closures for Tribal Ceremonies.

A hot topic at our KRAB meetings has been attempting to get some land, or a “reservation”. Interestingly we received a request from a Tribal Member related to this issue as well (question about hunting within aboriginal territory). I would like to set up some planning meetings in the near future with identified staff members and Tribal Council to discuss more details about this topic and to develop a strategy.

Compact

I have been corresponding with the media regarding the compact. KOB in Medford requested pictures for the casino, as well as several others including the Del Norte County Newspaper, and the Medford Mail Tribune. Scott and I drafted a response to Siskiyou Daily News, David Smith regarding the release of the TEIR. Additionally we drafted a press release of our own announcing the governor’s signature of the compact. We need to develop a plan of action for responding to both media and requests to work at the casino, I will be talking to you about this at our upcoming gaming meeting.

Scott Quinn and I will be reviewing our documents and requirements of the compact and providing a strategy for getting ordinances, policies, etc., in place once the Compact is approved through the state legislature.

Resolutions

I have been reviewing some resolutions, but I haven’t been reviewing all resolutions. Please give a reminder to staff that I need to review resolutions before they are submitted for final approval to avoid errors, etc. Also, a reminder to staff, the Self-Governance Office needs a copy of all resolutions (signed original).

Other

At the planning meeting Council Member Josh Saxon asked about the possibility of developing an agreement with PG&E for tree removal, etc. to be provided by local Tribal Members. I will be looking into this. Additionally, another topic that came up last month was renewable energy. We need to discuss this topic more to get a strategy if this is something that we want to make a priority. Another request of Council Member Saxon was harvesting some sugar pines using the Farm Bill authority. I will be looking into this request as well.

FEMA Training Report -Emergency Management Framework for Tribal Governments

Jaclyn Goodwin-Self-Governance Coordinator

(E580)-November 17th, 18th, 19th, and 20th, 2013

The focus of this training was implementing an emergency operations plan (EOP) and helping to distinguish roles between responders to emergencies such as the Emergency Manager, the Incident Commander, and the long list of people that will assist and work with these people in response to an emergency. We also covered a review of the whole “system” of Emergency Preparedness and response such as the stages (mitigation, preventions, response, and protection).

A small section of the course covered legal and financial responsibility during emergency management. This section had a lot of great information such as sample Tribal Resolutions and other documents that help “activate” the Emergency Operations Plan. The Emergency Operations Plan is a legal document when it is activated. This is something to keep in mind when reviewing all aspects of the emergency operations plan.

One of the things that really helped me at the training was going over the difference between Command and Coordination. During an incident you have a person who is the Incident Commander, they are responsible for determining the plan of action, with input from others of course—but they are overall in charge of the incident response. The Emergency Manager plays a role of coordination and support. Even though it seems like the Emergency Manager would be the one saying, “hey we need 10 buses, 4 generators, food for 300 people, etc,” this is actually the role of the Incident Commander and staff. The Emergency Manager will coordinate with them to let them know what resources they have and what resources they will have to order. We also discussed Mutual Aid Agreements which will be critical in our communities since we have such limited resources. Collaborating with the County, local community members, and outside agencies such as Red Cross are the only way we will effectively be able to response to an emergency.

At the end of the class we did a few scenarios to give us an idea of the steps of an emergency and how even the best plans, there will still be difficult decisions to be made during an emergency. Thank you for the opportunity to attend this training. The information gathered at this training will help me assist and coordinate on our planning, preparedness and response to emergencies.

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

Karuk Tribe



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

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

REQUEST FOR CONTRACT/ MOU/ AGREEMENT

Check One: ☒ Contract
☐ MOU
☐ Agreement
☐ Amendment

Karuk Tribe Number Assigned: 14-C-018

Funder/Agency Assigned: none
Prior Amendment: none

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

Requestor: Jaclyn Goodwin

Date: November 25, 2013

Department/Program: Self Governance

Name of Contractor or Parties: Stephanie Dolan

Effective Dates (From/To): December 12, 2013 December 11, 2014

Amount of Original: \$150/hr

Amount of Modification: _____

Total Amount: #VALUE!

Funding Source: (Use Fund Account Code)

Special Conditions/Terms:

Brief Description of Purpose:

This will allow Stephanie Dolan to provide on-call legal services for various needs of the Tribal Council on a "per project" basis at \$150/hr.

** REQUIRED SIGNATURES **

Jaclyn Goodwin
Requestor

12/3/13
Date

Laura Mayton
**Chief Financial Officer

12-9-2013
Date

[Signature]
**Director, Administrative Programs & Compliance

12/4/13
Date

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

Date

Other

Date

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AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

Contract Number: 14-C-018

This Agreement, dated as of December 12, 2013, is between the Karuk Tribe (hereinafter “the TRIBE”) and Stephanie J. Dolan, Attorney at Law (hereinafter “INDEPENDENT CONTRACTOR”), who agree as follows:

1. **Description of Services:** The Tribe hereby retains Independent Contractor to provide the services described in the attached *Description of Independent Contractor Services and Activities*.
2. **Duration:** The term of this Agreement shall be from December 12, 2013, to December 11, 2014.
3. **Compensation:** Independent Contractor will be compensated as provided in the attached *Description of Independent Contractor Services and Activities*, for the total amount of \$150/hr. (one hundred fifty dollars per hour). 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 Executive Council Members shall be responsible for overseeing this Agreement and will approve 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. The Karuk Tribe reserves the right to approve of subcontracting intention on the part 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

Stephanie J. Dolan
Attorney at Law
560-A NE "F" St, PMB 404
Grants Pass, OR 97526
(530) 575-5818
TIN: 551-08-2305

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)

The Attorney and the Tribe agree as follows:

Legal Services. Attorney shall act as legal counsel for and on behalf of the Tribe, and is authorized and directed to render legal services on those specific projects and matters assigned to them by the Tribe, as designated from time to time by the Karuk Tribe Tribal Chairperson or his/her designee.

Fees. As compensation for services performed under this Agreement, the Attorney shall receive fees at the rate of \$150.00 per hour. Such compensation shall cover all general operating expenses of the Attorney, with the exception of reimbursable expenses described in subsection below. Attorney may increase fees only after expiration of 45 days advance written notice to the Tribe. Such notice shall inform the Tribe of their right to cancel, prior to the effective date of the new fee structure. Hourly rate for travel time incurred shall be at \$50 per hour.

Expenses. The Tribe shall reimburse the Attorney for actual and reasonable expenses incurred by the Attorney in connection with the services performed under this Agreement, including long-distance telephone calls, postage, federal express or similar courier delivery charges, photocopying, travel, meals and lodging incidental to performance of this Agreement, and like expenses. Air and Automobile travel costs will be reimbursed pursuant to the Tribe's fiscal policies. The Attorney shall make best efforts, consistent with its professional responsibilities and the legal needs of the Tribe, to schedule travel and incur expenses in a way that will achieve the most economical rates.

Statements. Attorney shall submit to the Tribe a monthly bill, summarizing the services rendered, costs and expenses incurred, and the disbursements for which reimbursement is sought.

Prompt Payment. The Tribe shall pay all bills within 30 days, and it shall promptly notify Attorney of any erroneous or disputed fees or expenses.

HTTP://MEMBERS.CALBAR.CA.GOV/FAL/MEMBER/DETAIL/183821

ATTORNEY SEARCH

Stephanie Jayne Marie Dolan - #183821

Current Status: Active

This member is active and may practice law in California.

See below for more details.

Profile Information

The following information is from the official records of The State Bar of California.

Bar Number:	183821		
Address:	Attorney at Law 560-A NE F St PMB 404 Grants Pass, OR 97526 Map it	Phone Number:	(541) 955-5234
		Fax Number:	(541) 955-5235
		e-mail:	Not Available
County:	Non-California	Undergraduate School:	Univ of California Santa Barbara; CA
District:	Outside California		
Sections:	None	Law School:	U of San Francisco SOL; San Francisco CA

Status History

Effective Date	Status Change
Present	Active
10/29/2001	Active
1/1/2000	Inactive
12/2/1996	Admitted to The State Bar of California

Explanation of member status

Actions Affecting Eligibility to Practice Law

Disciplinary and Related Actions

Overview of the attorney discipline system.

This member has no public record of discipline.

Administrative Actions

This member has no public record of administrative actions.

[Start New Search »](#)

Search Results

Current Search Terms: stephanie* Dolan*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

SAM | System for Award Management 1.0

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December 4, 2013

Requestor: Jaclyn Goodwin, Self-Governance Coordinator

Contract #:

Sole Source Justification for Legal Services Contract with Stephanie Dolan:

Scope of work is unique and the deliverable(s) require specialized skills or qualifications.

Stephanie Dolan has been providing legal services for the Karuk Tribe since 2006. She has invaluable knowledge about the Karuk Tribe including both organizational and governmental history. She drafted the current Karuk Constitution and also assisted with the development of several codes and tribal laws. The Karuk Tribe often needs legal review and assistance on many of these current issues that are heavily related to past tribal decisions and government actions.

Offering these services to another attorney would not be valuable to the Tribe as they do not have the unique legal knowledge about the Karuk Tribe. It would be a waste of time and money to have another attorney provide these services. Additionally, Stephanie Dolan is relatively local, within a 2.5 hour drive of the Karuk Administration Office and provides an extremely reasonable rate compared to other attorneys. Frequently, Stephanie provides legal services free of charge. The Karuk Tribe has had a great relationship with Stephanie Dolan and it is in the best interest of the Tribe to have a current Contract with her.

Brian Kelly
Secretary
California State Transportation Agency
915 Capitol Mall Suite 350 B
Sacramento, CA 95814

Re: Proposed Tribal Consultation Policy

The Karuk Tribe would like to request an extension on the request for comments on the draft California State Transportation Agency Tribal Consultation Policy. Our Self-Governance Coordinator attended the first meeting regarding the new policy on September 4th, 2013. After attending the meeting it was understood that the Consultation policy would be put out to Tribes and there would be subsequent meetings to provide feedback. The Karuk Tribe Transportation Director received the Draft Consultation Policy via email on November 15th, 2013. While 45 days may be sufficient amount of time for commenting on minor modifications to a policy, we feel that the creation of a completing new policy needs additional vetting and further discussion among Tribal Leaders throughout California. Additionally, the fact that our Self-Governance Coordinator, who attended the actual Consultation Meeting did not receive notification of the draft consultation policy leaves us to believe that there are several other California Tribes that did not receive a copy of the consultation policy either.

At initial review of the Draft Consultation policy it appears that many of the concerns and suggestions at the initial meeting were left out. Among the many concerns for the Karuk Tribe is a lack of accountability measures.

Please outreach to the California Tribes and seek another date where Tribes can come together to discuss the Consultation Policy once more and from there we can look at another comment period and preparation of a final document. IF you have any questions please contact our Self-Governance Coordinator at (530) 493-1600 or email her at jaclyngoodwin@karuk.us. Yôotva.

Sincerely,

Russell Attebery
Karuk Tribal Chairman

Cc: Carol Farris

Director of Administrative Programs and Compliance
Report to Tribal Council
December 19, 2013



The cleanup and organizing continues. I was able to develop and submit the pass through contracts to Hoopa, Elk Valley, Cedarville and Alturas Rancherias. The CSD grant agreements for Karuk (Direct and Pass Through Funding) is normally received in late January or early February. Both contracts came early this year, so the State could execute them on time. Our next step is to send the pass through contracts out by the end of May each year. Elk Valley Rancheria had returned their completed application for their contract for 2012 funding in June, 2012 but it was never processed on our end. Their 2012 funding was incorporated into the 2013 contract.

For our Direct Funds, I duplicated last year's budget. We use these funds for energy assistance, food vouchers, housing vouchers, 10% of LIAP Administrator wages, summer assistant, youth leadership, youth physical activities, elders and tutoring for students. Even duplicating last year's budget wasn't simple, I had to sign up for and download updated forms.

Orleans Clinic Project-

I completed and submitted a revised Implementation Schedule, per HUD's request. I am working on the close out documents. Adherence to an approved Implementation Schedule will help us with points for our next application.

2012 HUD ICDBG-

The Yreka Wellness Center design is currently being revised; it is scheduled to be back out for bid by February 1, 2014.

Compliance-

If there are no changes to the template proposed for director's council reports, I would like to request approval at this time, so that I can send out to the staff with instructions.

There continue to be contracts and agreements submitted to this office for review the day before or the day of the request for approval. At times, these are legitimate last minute reviews. However, have been several cases recently where these last minute requests are not. I have determined that the best way to deal with this is to return requests so that all corrections are made, instead of doing them in order to get them through the system faster. I hope this encourages staff to start the review process sooner.

Education Program-

The tutoring contracts are being updated so that they reflect the current TERO fee (2%). I've received a few reports of late payments to tutors, and am working to resolve these issues. Lester has created a combined tutor timesheet/student progress report that I expect to streamline this process.

Grants Office-

We are currently advertising to replace Lisa Hillman, who took the Food Security Program Coordinator position at DNR.

Fiscal-

I researched and completed the processing of two payments for Galea Wildlife for the Environmental Review Requirement (biological portion) of the Indian Creek Bridge- Wastewater Pipeline Replacement, and Happy Camp Wastewater Treatment projects.

Siskiyou Telephone Contracts were received after the work had begun for a monitoring job; they were forwarded to Julie Burcell for processing.

I processed a few KCDC drawdowns while we work out our fiscal procedures. The Americorp funding that the Project Officer states is in our Division of Payment Management account has not arrived.

Reports:

Minority Owned Business/ Women Owned Business (MB/WBE) reports for EPA Performance Partnership Grant, 2010 and 2012 were submitted- were recorded as being submitted previously, but may have been routed incorrectly at EPA.

New Contract /Grant Review (December 12, 2013):

2014 State CSD Direct Funds	\$42,000	E. Hillman
2014 State CSD Pass Through Funds	\$61,711	E. Johnson-Perez
FEMA Project Worksheets : 2013 Fire	\$443,719	J. Beckman
USFW Environmental Education	\$15,000	C. Whitecrane
Food Security (2 nd Year)	\$278,581	L. Hillman

Vendor Contracts Reviewed (December 12, 2013):

14-C-014	Earthprint Technologies	\$138,400	E. Cutright	Reviewed
14-C-015	Native Link LLC	\$250,438	E. Cutright	Reviewed
14-C-016	AB Construction	\$241,853	E. Hillman	Approved
14-C-017	Native Am. Mental Health	\$46,200	P. Hobbs	Reviewed
14-C-018	Stephanie Dolan	\$150/hr.	J. Goodwin	Reviewed
14-C-019	Tara Towne	\$12/hr.	D. Arwood	Approved
14-C-020	Christopher Bickford	\$12/hr.	D. Arwood	Approved
14-C-021	Julian McCovey	\$12/hr.	D. Arwood	Approved
14-C-022	Sammi J. Goodwin	\$12/hr.	D. Arwood	Approved
14-C-023	Frontier Consulting Eng.	\$3,320	F. Burcell	Approved
14-C-024	WHPacific	\$40,000	S. Tripp	Reviewed
14-C-025	GHD	\$40,000	S. Tripp	Reviewed

RFP/IFB Reviewed and Posted (December 12, 2013)

No RFP's or IFB's were submitted for review during the last reporting period.

Areements /MOU's/Policies Reviewed and Edited (December 12, 2013)

14-A-014	MKWC	\$10,000	C. Whitecrane	Approved
14-A-015	10 th Agriculture Assoc.	\$455	L. Colegrove	Approved
14-A-016	Bay Alarm	\$7,275	D. Josephson	Reviewed
14-A-017	Siskiyou Telephone	\$60,000	J. Burcell	Reviewed

Reviewed: Threats, Hazards Identification and Risk Assessment for Emergency Preparedness Department, a requirement for the Homeland Security Grant (radios).

Awards:

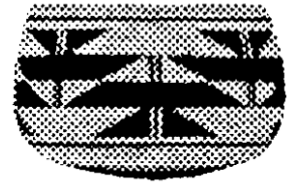
2014 Child Care Block Grant	\$11,020
2014 State Title IV E	\$101,000

Meetings Attended:

- KEEPR – Table Top Exercise
- Gaming Finance
- HC Coordinating Council
- Cal Trans Government to Government (MOU)
- Council Planning
- Conference Call- Broadband Project

DATE: December 12, 2013

TO: KTHA - BOC
FROM: Ann Escobar, Interim KTHA Executive Director



SUBJECT: KTHA Director's Report

Construction Projects: There has been two construction meeting held. We continue to go over the current projects and keep us on schedule with communication with all key KTHA staff.

- A. **Home Replacement/Rehabilitation Programs:** We currently have three home replacements in process, with one almost complete. We have two home rehabilitation projects in process, of which one is near completion. Our construction staff has been busy working with lots of projects to maintain.

Housing Improvement Program Joint Project (HIP): There has been joint work with the Tribal and KTHA staff to continue with the project. The contract for construction was approved. Permit applications should be submitted before Christmas with construction starting by the end of January. The home is a two bedroom with a covered porch, backup generator, woodstove an HVAC system.

Comstock Fire Rehabilitation: This project is currently out to bid a second time for the design services. The first round there was one incomplete bid and the other was high. The bids were due on December 3, 2013.

Blue House Purchase: There are some items that will need to be replaced and work needs to be done on the home before it is ready for occupancy. The work has been put off currently due to the unit prep and the recent storm damages throughout the KTHA communities.

Yreka Wellness Center: We are currently in the redesign phase for this project due to the higher than anticipated bids for construction. We will be in receipt of a 90% redesign on December 20, 2013.

HC Emergency Housing (RV Park): This project will be a two phase project; trailer relocation and then the setup of the Ramada's, decks and utilities. During the first round of bids for the transportation of the trailers there was one bid received, so we are advertising again. In the meantime, Richard has started on the material procurement and procurement for the gravel. Richard, Steve and the force account crew have been working on the site work.

HC Duplexes (Old Highway): We are still waiting on approval from Cal-trans. They are reviewing our proposed plans for the storm water runoff concern. It is anticipated at this time that this project may not go forward until spring

Fourth Avenue home: This project is now complete and waiting for the County to do a final inspection, which should occur the beginning of December. The

interior of the home will need a little clean up and the home necessities will be put in place.

Lower Tishawnik Single Family Home: The building permit has been submitted to Humboldt County by the contractor. Permits have not been issued yet. In late October the County submitted questions to the contractor regarding missing information on the plans. The response from both KTHA and the contractor were submitted to the County on November 12th. It was requested that a new plan checker be assigned to our project.

KTHA Executive Director: The interviews for the Executive Director position will be held on December 20, 2013. We look forward to welcoming our new Executive Director.

Yreka KTHA Building Monument: The project will consist of two side benches along the walk way and filing in the hole with cement hole that will have a basket design etched in, the style is similar to the other etched stones. There was a site visit and only one bidder showed and the bids were due on December 9th; We will be readvertising this month.

Winter Storm Update: As you may be aware, the recent storm had an effect on several KTHA units. There were broken pipes, frozen pipes and frozen water heaters. The KTHA maintenance were working fast to repair the pipes as they were brought to our attention. This affected the ability to work on unit prep.

Indian Housing Plan (IHP) Update: It is my goal to complete the APR in the coming week, once the BOC has been able to approval the report I will forward on for your review and approval. I had worked on the APR in Las Vegas and hoped to wrap it up prior to this meeting but computer problems kept this from happening. Please be on watch for the report. Thank you for your patience and understanding. This has been a busy month.

KTHA Staff Reports:

Carter Bickford, Chief Financial Officer

Month end closing; Journal entries, account analysis and Bank reconciliations completed for November 2013. Work for year-end closing and audit prep continuing. LOCCS access had expired and has been reestablished and we have started drawing HUD funds down again. Annual Performance Report (APR) is being completed this week to be submitted to SWONAP before the end of December. Normal day to day operation of the Fiscal Department continues to proceed smoothly.

Steve Mitchell, Construction Inspector

Projects currently out to bid: FEMA home transport and set up on Second Ave.

Projects currently in the planning phase: Happy Camp Duplexes – Resident center in Happy Camp – Ramada construction on Second Ave. - Yreka Wellness Center – Home replacement in Happy Camp – Home replacement in Orleans.

Projects currently in the construction phase: Home replacement in Hoopa – Site work at Second Ave. – Storm damage repair in Happy Camp.

Projects waiting on Permits: Lower Camp Creek home – Tribal HIP home

Emergency Preparedness: Continue to coordinate with Tom Fielden and other Tribal dept. regarding the disaster declaration for the fires this past summer

Mitchell Continued...

Maintenance staff continue to work on unit prep and work orders. Annual repairs are addressed as time allows. Landscaping position has been filled. The custodian position in Happy Camp has been filled as well as the second maintenance/landscaper position in Orleans's Camp.

Sara Spence, Executive Assistant

Environmental: The solar panels on the Yreka maintenance shop and Wellness Center were approved in the 2014 Indian Housing Plan so an environmental will be started once it gets closer to possible completion. The environmental for the demo and reconstruction of the fire destroyed home in Orleans was completed.

Construction: All projects continue to move ahead, priorities are constantly shifting so the list of outstanding and new projects to be completed is a work in progress.

Administrative: Three contracts were assigned; 1) Dunsmuir Home Rehab, 2) Second Avenue FEMA Ramada Plans, and 3) Comstock Fire Rehab A/E.

Human Resources: After two additional rounds of advertising, interviews have been scheduled for the Executive Director vacancy for Friday, December 20 in Happy Camp from 10am to 4pm. Sterling Conrad was hired as the new full time Orleans Landscape/Maintenance position and started on December 5.

John Parton was hired as the Happy Camp Custodian and started on November 14. The additional laborer for the Happy Camp Force Account Crew Ramada project was advertised and closed, applications are awaiting review.

Respectfully Submitted: Ann Escobar