

Yurok Tribe

Answers to Subcommittee Member Questions

for the Record for the Hearing held on September 19, 2019

Questions from Rep. Gallego for the Honorable Joe James, Chairman, Yurok Tribe:

1. Can you go into more detail about the long history of this legislation, as well as the vetting process it has gone through at the local level? Please describe your outreach efforts to local tribes and stakeholders, and your efforts to resolve any concerns, and if any changes were made to address those concerns.

Mr. Chairman, our outreach and efforts to reach consensus with our neighbors has proceeded continually since our Tribe first envisioned this legislation decades ago. In 1988 Congress passed the Hoopa Yurok Settlement Act, P.L. 100-580. The Act partitioned the Yurok Reservation from the Hoopa Reservation and distributed the assets of the former Hoopa reservation. In 1988 the Yurok Tribe, while it was federally recognized, did not have an organized government or financial resources to pay for lawyers or lobbyists to advocate on our behalf. Accordingly, we got the short end of the deal. The Hoopa Tribe received over 90,000 acres of timber rich trust land they've used to support a tribal economy, while we received only 5,000 acres of trust land sloped on the sides of the Klamath River with little economic potential. Congress noted this inequity and vowed to continue working with us to recover more land and included in the Act a provision authorizing Yurok to acquire more land adjacent to the reservation and authorized funding for such purpose. The Yurok Tribe has been working on building our land base to support economic development, protect our cultural natural resources, and to preserve our way of life ever since. The Yurok Lands Act is an accumulation of this work that has led to a bill that helps us while also is respectful of other tribal and local entities.

The vetting process was long and lengthy. While we have not maintained an exhaustive list of our full outreach efforts for that entire period, the below list represents our more recent and formal outreach efforts.

March 9, 2016:	Presentation to Trinidad Rancheria
April 1, 2016:	Meeting between Yurok Chairman Thomas O'Rourke and Trinidad Chairman Garth Sundberg
June 24, 2016:	Invitation to Trinidad for Council to Council meeting
August 9, 2016:	Trinidad Rancheria to Yurok Tribe presentation
December 7, 2016:	Yurok Lands Act was introduced as H.R. 6469 in the 114 th Congress
March 17, 2017:	Government to Government meeting with Karuk

March 30, 2017: Government to Government meeting with Tolowa

April 28, 2017: Chair to Chair meeting with Tolowa

May 22, 2017: Meeting of the Northern California Tribal Chairman's Association

May 26, 2017: Government to Government meeting with Tolowa

June 16 2017: Government to Government meeting with Karuk

July 20, 2017: Meeting with staff of Del Norte Board of Supervisors

September 8, 2017: Government to Government with Hoopa Valley

September 22, 2017: Government to Government with Hoopa Valley

September 27, 2017: Yurok Lands Act was introduced as H.R. 3847 in the 115th Congress

January 5, 2018: Government to Government with Elk Valley

February 19, 2019: Yurok Lands Act was introduced as H.R. 1312 in the 116th Congress

February 28, 2019: Wiyot lunch meeting with Chairmen and Vice Chairmen

March 1, 2019: Hoopa and Yurok Chairmen to Chairman meeting

March 1, 2019: E-mail outreach to Big Lagoon Rancheria requesting a meeting. Big Lagoon responded that they did not want to meet.

March 2, 2019: E-mail outreach to Blue Lake Rancheria requesting discussions, no response received.

March 11, 2019: Government to Government meeting with Wiyot

March 12, 2019: Trinidad and Yurok Chairmen to Chairman meeting

March 14, 2019: E-mail outreach to Resighini requesting a government to government meeting to which Resighini responded that they were declining to meet with Yurok.

March 18, 2019: E-mail outreach to Bear River requesting discussions. Bear River responded that their Council was on travel and later follow up requests to meet were met with no response.

- March 18, 2019: E-mail outreach to Tolowa requesting further discussions, no response was received.
- June 14, 2019: Government to Government meeting with Karuk where Yurok requested the letter of support for the H.B. 1312
- July 11, 2019 and July 18, 2019: E-mail outreach to Hoopa Valley requesting a Government to Government meeting. No response received to either inquiry.
- September 17, 2019: Government to Government meeting with Bear River
- October 2, 2019: Government to Government meeting with Karuk

During the vetting process, Yurok, as well as Congressman Huffman, learned of general support for the Bill and also some concerns which were addressed. The Tribe met with Green Diamond Resource Company, which owns much of the land within the Yurok Reservation. We gained its support for the legislation by carefully explaining the benefits of the bill, the Tribe's long term land management goals on the Reservation, and the potential for joint Endangered Species Act permits. Further, the bill has been substantially reduced to address concerns raised by local Rancherias and other entities. Initially, the bill included provisions transferring the Redwood National Park Land within the Yurok Reservation to the Tribe and transfer of BLM lands on the south border of the current Yurok Reservation. The federal government would not support transfer of Redwood National Park Land, so the provision was dropped. The Hoopa Tribe didn't support transfer of the BLM lands, so the provision was dropped.

Also, Trinidad Rancheria expressed concerns similar to those in its current letter dated August 13, 2019. In response, Yurok met with Trinidad Rancheria's Council several times, held several Chairman to Chairman phone calls and conducted staff to staff calls in a good faith attempt to address the Rancheria's concerns. Yurok went through a similar briefing process with all the other Rancherias, tribes and local entities. As a result, these specific changes were made to appease their concerns:

- 1) Confirmation of Yurok's governing documents was limited to the Reservation to ensure that Yurok's jurisdiction is limited to the Yurok Reservation;
- 2) The expanded Yurok Reservation boundary was moved to exclude joint tribal use areas;
- 3) An express saving clause explicitly stating that no other tribal right would be negatively impacted by the bill was added; and
- 4) After significant research, it was shared with the Rancherias that they would be able to participate in NEPA under existing authority if they so choose. The bill does not limit their ability to do so.

These concessions were made to address the Rancheria concerns because they limit the impact of the bill to the Yurok Reservation and ensures they may participate in federal land management in a similar way. After we made these changes we asked the Rancheria, as well as other Rancherias, if there were additional changes we could make to gain their support. The response was either they refused to meet with us or they would never support our legislation because of issues not related to the bill. We remain committed to working with our neighbors who are willing to engage with us in good faith.

2. Can you expand upon the Yurok Tribe’s collaboration with the U.S. Forest Service on this legislation?

The Tribe has a long-historical relationship with the U.S. Forest Service because it currently manages much of our “high country” to the east and the Yurok experimental forest to the north of the Yurok Reservation. The initial discussions regarding transfer of 1229 acres of the Yurok experimental forest grew out of government-to-government meetings with the forest service regarding forest management problems. Also before the Hoopa-Yurok Settlement Act (“HYSA”), the BIA identified the Yurok Experimental Forest as an ideal piece of land to transfer to the Yurok Tribe. The HYSA included transfer of 14 acres of the experimental forest that included old U.S. Forest Service buildings that the Tribe used to house its original tribal offices. The intent was to eventually transfer the rest of the forest to the Tribe.

More recently, within the last five years, the Tribe has held in-person meetings and conference calls with the U.S. Forest Service regarding transfer of the Forest in the lands legislation, as well as the other provisions of the bill. This included meeting with the Bay Area Regional Office of the U.S. Forest Service Research Branch, local forest supervisors (several of them over the years), and headquarters staff, including the tribal relations staff in D.C. These meetings often included representatives from Congressman Huffman’s office and Senator Feinstein’s office.

The one concern the Forest Service expressed was a desire to continue its research in the forest. In response, language ensuring this was added to Sections 3(d)(f):

(d) GOVERNMENT-TO-GOVERNMENT AGREEMENTS.—Not later than one year after the date of the enactment of this Act, the Secretary of Agriculture and the Tribe—

- (1) shall enter into government-to-government consultations;
- (2) shall develop protocols to ensure that research activities of the Forest Service on lands taken into trust pursuant to subsection (b) shall continue in perpetuity; and

(f) “USE OF TRUST LAND.—Land taken into trust pursuant to subsection (b) shall—

- (1) be managed by the Tribe for conservation and research purposes;”

This language should protect the Forest Service’s interests. The Tribe is willing to continue discussions with the Forest Service should it have remaining questions.

Questions from Rep. Huffman for The Honorable Joe James, Chairman, Yurok Tribe:

1. Chairman James, can you please describe the Yurok Tribe’s intentions regarding the confirmation of governing documents? I understand Yurok’s Constitution applies to your “Ancestral Lands,” which extend beyond the boundaries of your Reservation. How would this provision impact such Ancestral Lands that are outside the boundaries of the Reservation?

Confirmation of the Tribe’s Governing Documents would not impact ancestral lands outside of the Reservation boundaries because the Lands Legislation explicitly provides that the confirmation the documents is limited to within the Yurok Reservation. Section Seven of the legislation states:

“The governing documents of the Tribe and the governing body established and elected thereunder, as recognized by the Secretary and in effect on the date of the enactment of this Act, are hereby ratified and confirmed and *shall only have effect within the revised Yurok Reservation.*”

While the Yurok Constitution in Article I Sections 1-3 confirms the Tribe’s authority within ancestral lands, the effect of the language in Section 7 of the Lands Legislation is to expressly limit the Constitutional authority of the Tribe to the revised Yurok Reservation. The result is that Section 7 of the Lands Legislation does not impact – in any way – any area off the Yurok Reservation.

The Tribe understands this clearly. In fact, previous versions circulated several years ago of the Lands Legislation did not include the last clause limiting the effect to the Revised Reservation. The Tribe wanted the Constitutional provision confirmed to help with off-reservation protection of sacred sites, cultural natural resources, and critical trust resources. But, during the process of meeting with other Tribes, including the Trinidad Rancheria, who expressed concern about the potential impact of the Tribe having jurisdiction off-reservation, they shared this concern with Congressman Huffman’s office. In response, as a concession to accommodate other tribal concerns, Yurok worked with Rep. Huffman’s office to add the language limiting the effect of the Constitution to the revised Yurok Reservation. The language was carefully drafted to ensure that it accomplished the intent of limiting Yurok’s jurisdiction to the Revised Reservation. The bill would not have been introduced before that goal was securely met. Should there be any question as to whether the language is strong enough, Yurok is open to amending the language to ensure that intent is fully captured by the bill language.

2. Can you please explain why Sec. 8 and Sec. 9 of H.R. 1312 are important to the Yurok Tribe and its relationship with neighboring Tribes?

The Yurok Tribe is committed to supporting tribal sovereignty and the rights of neighboring tribes. Through this legislation the Yurok Tribe seeks to address historical wrongs in the Hoopa Yurok Settlement Act and improve partnerships with the federal government. The Tribe in no way desires to harm the rights of neighboring tribes. Sections 8 and 9 are important to the Tribe because they make it explicitly clear that the legislation will have no impact on other tribal rights.

Specifically, the Savings Clause in Section 9 is important because it makes clear that this legislation will not have any impact on any rights of other federally recognized tribes. Over the last four years of local outreach, meeting with each tribe, we heard concerns regarding the perceived impacts of the legislation on other tribal rights. We addressed many of those concerns through eliminating provisions of the bill such as transfer of BLM lands, changing the location of the revised reservation boundary to exclude joint use areas, and limiting confirmation of the governing documents to the revised reservation. While these changes were meaningful concessions to us and addressed the initial issues raised by the other tribes, some Rancherias continued to oppose the bill. When we met with them to discuss what else could be done to gain their support, nothing was offered and there was no good faith effort to continue discussions. Despite this, we wanted to ensure that the bill had no unintended consequences on other tribal rights. Accordingly, Section 9 was added to make it expressly clear that nothing in the bill will impact any tribal right. This is important because should in the future there be an unanticipated interpretation of the bill that could lead to impacting a tribal right, Section 9 will make clear that nothing in the bill will impact other tribal rights.

Section 8 is important because it clarifies that the Yurok Lands Act will in no way delegate Federal authority to the Yurok Tribe on land outside the revised Yurok Reservation. Including this clause in the legislation is important because it shows the limitations of this legislation and provides assurances that the legislation will not impact anything outside the revised reservation boundaries. We want all local stakeholders to have confidence that this legislation is limited to the Reservation because we want to continue being good and cooperative neighbors to all local tribes, Rancherias, and governments. This is our intent and we believe it is clear in the legislation, however, that the Tribe would be open to amending the language to ensure that intent is fully captured by the Bill language.

Questions for the Record by Republican Members

Questions from Rep. Bishop for the Honorable Joe James, Chairman, Yurok Tribe:

1. On page 5 of your written statement, you explain that your tribe's carbon project involves "selling collected carbon." Can you describe what selling collected carbon entails?

The Tribe has two carbon projects on tribally owned fee lands adjacent to the reservation that are registered under the California Air Resources Board's cap-and-trade program. The forests first have a baseline carbon amount and each year additional annual growth captures incrementally more carbon that can then be sold. In the forest, after the forest verification cycle is complete, the State of California issues to the Tribe carbon "offsets" that represent one ton of captured carbon per offset. The Tribe then has a volume of offsets that it can sell to companies who want to buy the offsets either to support their regulated emissions requirements or want the offsets to offset their non-regulated practices.

This creates a significant amount of income for the Tribe which has very limited economic opportunities because of the very remote and rural location of the Reservation. Notably, the fee

lands supporting this project would be added to the Yurok Reservation through the Yurok Lands Act. In this way, the Yurok Lands Act supports the Tribe's limited economic opportunities.

2. Does the 2006 cooperative management agreement, confirmed and authorized under section 5(e)(4) of the bill, facilitate the removal of dams on the Klamath River?

No. The 2006 cooperative agreement, attached as Exhibit A, does not in any way facilitate the removal of dams on the Klamath River.

3. Can you submit to the Committee a complete copy of the tribe's governing documents that would be ratified and confirmed under section 7?

The Tribe's Constitution is attached at Exhibit B.

4. The Hoopa Valley Tribe owns fee land in the narrow area of mostly BLM land between their reservation and the Yurok Reservation. They have suggested that the BLM land between their parcel and their reservation be conveyed to the Hoopa Valley Tribe instead of to the Yurok Tribe (under Section 2(3) of the bill) to avoid isolating their tract. Would you support that?

The Yurok Tribe seeks clarification as to which parcel of land the Hoopa Tribe is concerned will be isolated. In previous meetings with Hoopa, it identified lands on the southwestern Yurok reservation boarder. In response, the Yurok Tribe adjusted the proposed revised reservation boundary to exclude those lands which should have taken care of this concern. Should we be mistaken, we are open to finding solutions.

5. Several Indian tribes have expressed concern about provisions in Section 5 of the bill that would give special status to and ratify certain agreements of the Yurok Tribe over the millions of acres in the Klamath River watershed. Would you support limiting the effect of those provisions to the Yurok Reservation to avoid effects on other tribes and lands?

Throughout the vetting process the Tribe took great caution to avoid negative impacts on other tribes and lands and we included multiple provisions making this abundantly clear. We remain committed to this and are open to good faith efforts toward this goal. Section 5 of the lands legislation authorizes cooperative agreements with RNP and U.S. Forest Service, confirms the Tribe's 2006 Cooperative Agreement with the DOI, and authorizes a role of the Tribe in NEPA environmental review of federal actions affecting Yurok resources. These provisions do not affect other tribes nor do they prevent any other tribe from proceeding in the same fashion. Indeed, that is a major goal of these provisions, to create new and better models for working with the Federal Government.

Currently, Tribes are authorized to participate in NEPA and enter into cooperative agreements with federal agencies. Specifically, the Federal Land Policy and Management Act of 1976, 43 U.S.C. § 1737(b); Endangered Species Act, 16 U.S.C. § 1531 *et seq.*; Fish and Wildlife

Coordination Act, 16 U.S.C. § 661 *et seq.*; National Park Service Organic Act, 16 U.S.C. § 1 *et seq.*; and the Klamath River Basin Fisheries Resource Restoration Act, 16 U.S.C. § 460ss *et seq.*; and others authorize tribes to participate as cooperative agencies and co-lead agencies. The lands legislation does not affect this authority in any way. To ensure this, specific language was added to Section 5(d):

“(d) NO LIMITATION ON EXISTING AUTHORITY.— 1 Nothing in this section shall limit ability of the Tribe or any other federally recognized Indian Tribe to participate in any process triggered by a requirement under NEPA as a joint lead or a cooperating agency.”

Accordingly, other local tribes can continue to exercise the option of participating in NEPA and the Yurok Lands Act would not effect this authority.

A good example of how this plays out in the local area is the California Condor reintroduction program which this section of the lands legislation is modeled after. The State of California, federal government, Yurok, and several NGOs identified condor reintroduction as a priority for the state. The groups realized that reintroduction would not be successful without sufficient habitat and prey which would require significant areas of land throughout California and coordinated prey and habitat restoration. This would require coordination with multiple jurisdictions and land owners. It would also require a NEPA analysis because the project is considered a major federal action for purposes of NEPA. Accordingly, public meetings were held, interested and relevant parties were identified, and the NEPA process began. Nineteen different entities including state, tribal, and federal agencies and NGOs entered into an MOU. The Yurok Tribe, along with Redwood National Park, and California were made co-leads for purposes of the NEPA work. This has allowed the co-leads to make the project as strong as possible by choosing project details that are biologically beneficial and efficient across jurisdictional boundaries. On a very practical level, it has reduced the federal workload because the NEPA process now benefits from other experts. This model results in good policy and land management decisions.

Section 5(e)(4) of the 2006 Cooperative Agreement with the Department of Interior was reached as a result of settling the 2002 fish kill lawsuit. In 2002 the largest fish kill in American history occurred on the lower 12 miles of the Klamath River on the Yurok Reservation. The Tribe sued the federal government for breach of trust for managing the Klamath River in a way that caused the fish kill. The lawsuit was settled. The Hoopa Tribe, which was a party to a companion case, settled its case for \$1 million. Yurok refused the money, and requested a cooperative management agreement to be more involved in federal management of the Klamath River to prevent a fish kill from happening again. The Lands Legislation confirms the cooperative agreement and directs DOI to better implement it to prevent another catastrophic fish kill. Its terms mostly relate to budget and restoration activities related to management of the Klamath River. It is attached as Exhibit C.

EXHIBIT A

COOPERATIVE AGREEMENT
between
UNITED STATES DEPARTMENT OF THE INTERIOR
and
YUROK TRIBE
for the
COOPERATIVE MANAGEMENT OF TRIBAL AND FEDERAL LANDS
AND RESOURCES IN THE KLAMATH RIVER BASIN OF CALIFORNIA

I. STATEMENT OF JOINT OBJECTIVES:

A. Purpose. This Cooperative Agreement (Agreement) is made and entered into between the United States Department of the Interior (DOI) and the Yurok Tribe (Tribe) to coordinate and cooperatively manage Federal and Tribal lands and resources within the Klamath Basin in California, both within the Yurok Reservation as well as the related basin, upstream river, and Pacific Ocean resources subject to the jurisdiction or authorities of various DOI agencies and bureaus. This Agreement will provide more consistent, economical, effective, and collaborative management of Federal and Tribal lands and natural resources while furthering the Trust relationship that exists between DOI and the Tribe. This Agreement will also greatly expand the resources available to address the shared goals of DOI and the Tribe to improve our collective understanding of the river system and its dynamics, improve the health and vitality of the fishery, and identify and develop programs for natural resource management and service delivery in order to provide long-term benefits to the Tribe, local communities, and the general public and to improve the condition of the basin's natural resources. DOI and the Tribe anticipate that this Agreement will be the foundation for subsequent, continuing, and specific collaborative programs in natural resource management, including but not limited to land and water management, fisheries management, water quality monitoring, land use planning, data gap analysis, interpretation and outreach, and Tribal-interagency management initiatives which will enhance the opportunity to identify and resolve issues critical to the success and survival of a healthy river-based ecosystem in the lower Klamath Basin.

B. Objective. DOI and the Tribe intend to establish an ongoing collaborative government-to-government relationship for management of land, water and other natural resources which will inure to the benefit of DOI, the Tribe, and the communities, as well as the ecosystem and economy of the Klamath River Basin. This Agreement provides a

mechanism to coordinate natural resource management programs, develop joint planning and management initiatives, and coordinate program and budget priorities through the cooperative allocation of resources and the development of long-term resource management and programmatic goals between the signatories. The Agreement will improve DOI and Tribal services to the Tribal and local communities and the general public by improving Klamath River resources management, addressing the health of the fishery, and establishing related programs for restoration and management of natural resources. The Agreement will provide an opportunity for the Tribe to bring to bear its acknowledged scientific expertise, its knowledge of the basin, and the wealth of its culture and traditions to its collaborative relationship with DOI. The Agreement will provide a mechanism by which the Tribe and DOI may further the protection and preservation of Tribal cultural values and practices while collaborating on management of basin natural resources. The Agreement will accomplish these objectives by developing mechanisms for increasing the potential contribution and participation in federal programs by the Tribe while also realizing broader benefits to Klamath Basin communities, the general public, federal agencies and the scientific community.

C. Authority. The Federal Land Policy and Management Act of 1976, 43 U.S.C. § 1737(b); Endangered Species Act, 16 U.S.C. § 1531 *et seq.*; Fish and Wildlife Coordination Act, 16 U.S.C. § 661 *et seq.*; National Park Service Organic Act, 16 U.S.C. 1 *et seq.*; and Klamath River Basin Fisheries Resource Restoration Act, 16 U.S.C. § 460ss *et seq.*, among others, provide that the Secretary of the Interior may undertake programs of resource management through Cooperative Agreements.

D. Benefits. Cooperative undertakings within the scope of this agreement will result in increased public management effectiveness, enhancement of natural resource program coordination, opportunity for joint public outreach, and a greater level of consistency and effectiveness in public and Tribal land use planning. This cooperative relationship provides DOI with access to resources and services not otherwise available, as well as the benefit of continued contributions by and involvement of Tribal officials, planners, resource specialists and the general Tribal membership in public land management. This broader partnership to further the federal-Tribal relationship is critical to providing a higher level of public service and to involving the Tribal government and the public in the development and coordination of resource management programs and cooperative land-use planning and management opportunities.

II. DEFINITIONS:

A. DOI: Means United States Department of the Interior, including its agencies, offices, and bureaus.

B. TRIBE: Means the Tribal Government, the Executive Offices, and/or authorized staff and agents of the Yurok Tribe.

C. AGREEMENT: Means this Cooperative Agreement.

III. SCOPE:

A. DOI agrees to:

Coordinate and consult with the Tribe, as frequently as required by DOI agencies and at least annually, through the Assistant Secretary, Policy Management and Budget or his/her designee and/or appropriate regional and other officials to identify opportunities for the development of land and resource management programs and coordination of resource program priorities and initiatives.

Identify opportunities for development of cooperative initiatives for coordinated management of land and water resources, beneficial data collection, fisheries or other natural resource management programs, land management initiatives, public outreach and such other programs which may offer opportunities for more efficient resource management.

Seek specific opportunities to involve the Tribe in DOI land and resource management activities in a more active role in furtherance of the federal-Tribal relationship and the partnership established under this Agreement.

Coordinate, organize, and assure appropriate government professional and management involvement in programs within the scope of this Agreement.

B. The TRIBE agrees to:

Coordinate and consult with the DOI, as often as necessary and at least annually, to identify Tribal land management priorities, resources and opportunities for joint Tribal-DOI program development.

Coordinate, organize, and assure appropriate Tribal governmental, Tribal member, professional, and executive involvement in programs within the scope of this Agreement.

Seek to identify opportunities for governmental partnerships and cooperative programs, including the identification of Tribal resources available for such initiatives.

Identify and provide appropriate staff and other resources for planning and implementation of initiatives developed pursuant to this Agreement.

C. DOI and the TRIBE agree to:

Establish an on-going joint management group to cooperate in identifying opportunities for collaborative projects pursuant to this Agreement, including program development, budget preparation, planning, and all other aspects necessary to make effective the purposes and objectives of this Agreement.

Conduct and collaborate on specific programs to further the goals and objectives of this Agreement and improve resource conditions, and in doing so: identify and achieve managerial efficiencies; identify and cooperatively address data gaps on fisheries, land, water and other natural resources and systems; involve where appropriate other parties to achieve critical resource management; and accomplish Tribal and agency program priorities and address comprehensive program issues.

Meet as necessary and at least annually to identify specific resource management, planning, scientific, economic, and other appropriate joint management opportunities.

Enter into separate agreements ("Task Orders") with respect to specific resource management projects, identifying the project goals, contributions of both parties, tasks to be performed, completion dates, and related matters as appropriate to the project; comply with the terms of the Task Orders developed in accordance with this Agreement; enter into initial task orders simultaneous with the signing of this Agreement; and identify, prepare, and carry out future task orders as the parties and circumstances determine.

Cooperatively seek additional partnerships, and where appropriate funds, and authorities to achieve shared Tribal and DOI management goals and work to identify additional resources, agencies, and authorities that can facilitate the goals of the parties set forth in this Agreement.

IV. TERM OF THE AGREEMENT:

This Agreement shall become effective on the date of signature (a) by the Secretary of the Interior or his authorized representative and (b) by the Tribal Chairman or his designee. This Agreement shall remain in effect until canceled or modified as provided in Section VI.

V. FINANCIAL SUPPORT:

This document does not authorize the transfer of funds or anything of intrinsic monetary value, nor does it confer upon any of the signatories the authority to commit the federal government or the Tribe to the expenditure of funds. Nothing in this Agreement shall be construed to commit a federal official to expend funds not appropriated by Congress. To the extent that the

expenditure or advance of money or the performance of any obligation of the United States under this Agreement is to be funded by appropriation of funds by Congress, the expenditure, advance, or performance shall be contingent upon the appropriation of funds by Congress that are available for this purpose and the apportionment of such funds by the Office of Management and Budget. No breach of this Agreement shall result and no liability shall accrue to the United States in the event that funds are not appropriated or apportioned.

It is anticipated by the signatories that, at a future date, the transfer of funds, dedication of equipment, delegation or assignment of personnel, and other tangible commitment of fiscal, labor and non-labor resources will be necessary to implement the intent of this Agreement. Such commitments and transfers shall be specifically developed and described through individual task orders or other appropriate instruments implementing this Agreement, and transfers shall be accomplished by separate procurement, financial assistance, or other appropriate instruments, which will be approved and issued by appropriate officials of the Tribe and DOI and be subject to the standard terms and conditions for such instruments.

VI. MODIFICATION AND TERMINATION:

This Agreement may be modified, amended, or supplemented by mutual consent of the parties. Either party may propose modification by notifying the other in writing. Termination may be requested by either party through notification of the other signatory. The notified party shall respond within 30 days. The parties agree to seek a mutually acceptable schedule to negotiate any modifications in the Agreement. In the event that this Agreement is terminated by either or both of the parties, the parties shall have a continuing obligation to comply with the terms of task orders or other instruments covering existing or ongoing specific collaborative projects.

VII. GENERAL PROVISIONS:

Nothing in this Agreement shall modify or abrogate the statutory or other authorities of either party signatory to this Agreement.

Each of the signatories warrants that he or she is authorized to enter into this Agreement on behalf of the party for whom the signatory has executed the Agreement.

VIII. COUNTERPARTS:

This Agreement may be executed in counterpart originals and each copy will have the same force and effect as if signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement:

APPROVALS:

U.S. DEPARTMENT OF THE INTERIOR

By: _____
Assistant Secretary-Policy, Management and Budget Date

YUROK TRIBE

By: Howard McConnell 6-16-06
Tribal Chairman Date

IN WITNESS WHEREOF, the parties have executed this Agreement:

APPROVALS:

U.S. DEPARTMENT OF THE INTERIOR

By: R. Thomas Kleiman 6/12/06
Assistant Secretary-Policy, Management and Budget Date

YUROK TRIBE

By: _____
Tribal Chairman Date

EXHIBIT B

CONSTITUTION

OF THE

YUROK TRIBE

November 19, 1993
Amended: October 10, 2018

We, the members of the Yurok Tribe, also known historically as the Pohlik-lah, Ner-er-ner, Petch-ik-lah, or Klamath River Indians, hereby adopt this constitution and establish our tribal government.

PREAMBLE

Our people have always lived on this sacred and wondrous land along the Pacific Coast and inland on the Klamath River, since the Spirit People, Wo-ge' made things ready for us and the Creator, Ko-won-no-ekc-on Ne-ka-nup-ceo, placed us here. From the beginning, we have followed all the laws of the Creator, which became the whole fabric of our tribal sovereignty. In times past and now Yurok people bless the deep river, the tall redwood trees, the rocks, the mounds, and the trails. We pray for the health of all the animals, and prudently harvest and manage the great salmon runs and herds of deer and elk. We never waste and use every bit of the salmon, deer, elk, sturgeon, eels, seaweed, mussels, candlefish, otters, sea lions, seals, whales, and other ocean and river animals. We also have practiced our stewardship of the land in the prairies and forests through controlled burns that improve wildlife habitat and enhance the health and growth of the tan oak acorns, hazelnuts, pepperwood nuts, berries, grasses and bushes, all of which are used and provide materials for baskets, fabrics, and utensils.

For millennia our religion and sovereignty have been pervasive throughout all of our traditional villages. Our intricate way of life requires the use of the sweathouse, extensive spiritual training, and sacrifice. Until recently there was little crime, because Yurok law is firm and requires full compensation to the family whenever there is an injury or insult. If there is not agreement as to the settlement, a mediator would resolve the dispute. Our Indian doctors, Keg-ae, have cared for our people and treated them when they became ill. In times of difficulty village headmen gather together to resolve problems affecting the Yurok Tribe.

Our people have always carried on extensive trade and social relations throughout our territory and beyond. Our commerce includes a monetary system based on the use of dentalium shells, Terk-n-term and other items as currency. The Klamath River was and remains our highway, and we from time beginning utilized the river and the ocean in dugout canoes, Alth-way-och, carved from the redwood by Yurok craftsmen, masterpieces of efficiency and ingenuity and have always been sold or traded to others outside the tribe. Our people come together from many villages to perform ceremonial construction of our fish dams, Lohg-en. Our traditional ceremonies – the Deerskin Dance, Doctor Dance, Jump Dance, Brush Dance, Kick Dance, Flower Dance and others – have always drawn hundreds, and sometimes thousands, of Yuroks and members of neighboring tribes together for renewal, healing, and prayer. We also have always traveled to the North and East to the high mountains on our traditional trails to worship the creator at our sacred sites, - Doctor Rock, Chimney Rock, Thkla-mah (the stepping-stones for ascent into the sky world), and many others.

This whole land, this Yurok country, stayed in balance, kept that way by our good stewardship, hard work, wise laws, and constant prayers to the Creator.

Our social and ecological balance, thousands and thousands of years old, was shattered by the invasion of the non-Indians. We lost three-fourths or more of our people through unprovoked massacres by vigilantes and the intrusion of fatal European diseases. The introduction of alcohol weakened our social structure, as did the forced removal of our children to government boarding schools, where many were beaten, punished for speaking their language, and denied the right to practice their cultural heritage. After gold miners swarmed over our land we agreed to sign a “Treaty of Peace and Friendship” with representatives of the President of the United States in 1851, but the United States Senate failed to ratify the treaty. Then in 1855, the United States ordered us to be confined on the Klamath River Reserve, created by Executive Order, (pursuant to the Act of March 3, 1853 10 Stat. 226,238) within our own territory.

In 1864 a small part of our aboriginal land became a part of the Hoopa Valley Indian Reservation which was set apart for Yuroks and other Indians in Northern California. This became known as the 12-mile “Square.” In 1891, a further small part of our aboriginal land was added when “The Extension” to the Hoopa Valley Indian Reservation was set aside by executive order authorized by the 1864 statute, which created the Hoopa Valley Indian Reservation. This statutory reservation extension extended from the mouth of the Klamath River, including the old Klamath River Reserve, about 50 miles inland and encompassed the river and its bed, along with one mile of land on both sides of the river.

But even this small remnant of our ancestral land was not to last for long. In the 1890’s individual Indians received allotments from tribal land located in the Klamath River Reserve portion of the Hoopa Valley Reservation and almost all of the remainder of the Reserve was declared “surplus” and opened for homesteading by non-Indians. The forests were logged excessively and the wildlife was depleted. Even the great salmon runs went into deep decline due to over fishing and habitat destruction. In the mid 1930’s the State of California attempted illegally to terminate traditional fishing by Yurok people, the river’s original – and only – stewards from Bluff Creek to the Pacific Ocean. Our fishing rights were judicially reaffirmed in the 1970’s and the 1980’s after many legal and physical battles.

Throughout the first 140 years of our tribe’s dealing with the United States, we never adopted a written form of government. We had not needed a formal structure and were reluctant to change. The United States had decimated the Yurok population, land base, and natural resources and our people were deeply distrustful of the federal government.

Yet we, the Yurok people, know that this is the time to exercise our inherent tribal sovereignty and formally organize under this Constitution. We do this to provide for the administration and governance of the modern Yurok Tribe that has emerged, strong and proud, from the tragedies and wrongs of the years since the arrival of the non-Indians into our land. Our sacred and vibrant traditions have survived and are now growing stronger and richer each year.

The Yurok Tribe is the largest Indian tribe in California, and while much land has been lost, the spirit of the Creator and our inherent tribal sovereignty still thrives in the hearts and minds of our people as well as in the strong currents, deep canyons, thick forests, and high mountains of our ancestral lands.

Therefore, in order to exercise the inherent sovereignty of the Yurok Tribe, we adopt this Constitution in order to:

- 1) Preserve forever the survival of our tribe and protect it from forces which may threaten its existence;
- 2) Uphold and protect our tribal sovereignty which has existed from time immemorial and which remains undiminished;
- 3) Reclaim the tribal land base within the Yurok Reservation and enlarge the Reservation boundaries to the maximum extent possible within the ancestral lands of our tribe and/or within any compensatory land area;
- 4) Preserve and promote our culture, language, and religious beliefs and practices, and pass them on to our children, our grandchildren, and to their children and grandchildren on, forever;
- 5) Provide for the health, education, economy, and social well-being of our members and future members;
- 6) Restore, enhance, and manage the tribal fishery, tribal water rights, tribal forests, and all other natural resources; and
- 7) Insure peace, harmony, and protection of individual human rights among our members and among others who may come within the jurisdiction of our tribal government.

ARTICLE I – TERRITORY, JURISDICTION AND AUTHORITY

SECTION 1 – Ancestral Lands

The Ancestral Lands of the Yurok Tribe extend unbroken along the Pacific Ocean coast (including usual and customary off-shore fishing areas) from Damnation Creek, its northern boundary, to the southern boundary of the Little River drainage basin, and unbroken along the Klamath River, including both sides and its bed, from its mouth upstream to and including the Bluff Creek drainage basin. Included within these lands are the drainage basin of Wilson Creek, the drainage basin of all streams entering the Klamath River from its mouth upstream to and including the Bluff Creek and Slate Creek drainage basins, including the village site at Big Bar (except for the drainage basin upstream from the junction of Pine Creek and Snow Camp Creek), and the Canyon Creek

(also known as Tank Creek) drainage basin of the Trinity River, the drainage basins of streams entering the ocean or lagoons between the Klamath River and Little River (except for the portion of the Redwood Creek drainage basin beyond the McArthur Creek drainage basin, and except for the portion of the Little River drainage basin which lies six miles up from the ocean). Our Ancestral Lands include all submerged lands, and the beds, banks and waters of all the tributaries within the territory just described. Also included within the Ancestral Lands is a shared interest with other tribes in ceremonial high country sites and trails as known by the Tribe, as well as the Tribes usual and customary hunting, fishing and gathering sites. The Ancestral Lands are depicted on the “Map of Yurok Ancestral Lands”, on file in the Yurok Tribal Offices.

SECTION 2 - Territory

The territory of the Tribe consists of all Ancestral Lands, and specifically including, but not limited to, the Yurok Reservation and any lands that may hereafter be acquired by the Tribe, within or without Ancestral Lands.

SECTION 3 – Jurisdiction

The jurisdiction of the Yurok Tribe extends to all of its member wherever located, to all persons throughout its territory, and within its territory, over all lands, waters, riverbeds, submerged lands, properties, air space, minerals, fish forests, wildlife, and other resources, and any interest therein now or in the future.

SECTION 4 – Authority of Tribal Government

This Constitution is a delegation of specific tribal authority from the Yurok People to the Tribe’s governing bodies and this Constitution hereby reserves to the people all authority not delegated to the Tribe’s governing bodies. Members of the governing bodies shall have no authority to act inconsistent with the objectives enumerated in the Preamble to this Constitution.

SECTION 5 – Tribal Offices

It shall be the goal of the Tribe to establish its primary tribal offices within our Ancestral Lands.

ARTICLE II-Membership

SECTION 1-Base Membership Roll

Those persons on the Settlement Roll who made or were deemed to have made an election pursuant to the Yurok Tribal Membership Option shall constitute the base membership roll of the Yurok Tribe.

SECTION 2 – Yurok Tribal Membership Roll

After approval of the Yurok Tribal Constitution, a revised Yurok Tribal Membership Roll shall be prepared and periodically updated, that shall include all those persons on the Base Membership and meet the following criteria:

- a) Has a biological parent who is an enrolled member of the Yurok Tribe, and
- b) Possesses at least one-eighth (1/8) degree of Indian Blood. Indian Blood is defined as all U.S. Native American Indian or Alaskan Natives.

SECTION 3 – Tribal Membership Based Upon Extraordinary Circumstances

In extraordinary circumstances, a person may be determined to be eligible for membership in the Yurok Tribe. For purposes of this subsection, “extraordinary circumstances” shall be defined to include:

- a) Applicant must possess at least one-eighth (1/8) degree of Indian Blood (as defined in Article II, Section 2), and be
- b) A full or half sibling of an allottee of land on the Yurok Reservation with the same qualifying ancestry, and lineal descendants of such persons, or
- c) Any adopted person whose biological parents would have qualified if alive for the Yurok Membership Roll, or
- d) Allottees of the Yurok Reservation, and lineal descendants of such persons, when that applicant and lineal ancestors have not been enrolled members of another Tribe.

SECTION 4 – Limitations on Membership

- a) No person who exercised the lump sum buy-out option under 25 USC Section 1300i, 5(d) shall qualify for membership in the Yurok Tribe.
- b) The Yurok Tribe does not allow “Dual Enrollment.” No person who is a member of any other Federally Recognized Indian Tribe shall qualify for membership or remain in the Yurok Tribe, unless he or she has relinquished in writing his or her membership in such other Tribe.
- c) No person who is a lineal descendant of a present or former member of another Tribe and who is without a parent enrolled with the Yurok Tribe shall qualify for membership in the Yurok Tribe.

ARTICLE III – Election of Yurok Tribal Council

SECTION 1 – Election

The Yurok Tribal Council shall consist of: nine (9) members: a Tribal Chairperson, a Vice-Chairperson and seven (7) Council Members. The Chairperson and the Vice-Chairperson shall be elected at-large by the eligible voters of the Tribe. The other seven (7) Council Members shall be elected by Districts, with the eligible voters in each of the seven (7) Districts electing one Council member to represent the District.

SECTION 2 – Council Districts

There shall be seven (7) Districts, described as follows:

WEITCHPEC DISTRICT – This includes all Ancestral Lands located upriver of Coon Creek on the Klamath River. Included within the District are the ancestral villages of Otsepor, Lo’olego, Weitspus, Pekwututl, Ertlerger, Wahsekw, Kenek, Tsetskwi, and Kenekpul.

PECWAN DISTRICT – This includes all Ancestral Lands downriver, including Coon Creek, on the Klamath River from the Weitchpec District to and including Blue Creek on the north side of the river and Ah Pah Creek and its drainage area on the south side of the river, included within the District are the ancestral villages of Merip, Wa’asel, Kepel, Murekw, Himetl, Kohtskuls, Keihkes, Meta, Sregon, Yohter, Pekwan, Kolotep, Wohtek, Wohkero, Serper, Ayotl, Nagetl, and Erner.

ORICK DISTRICT – This includes all Ancestral Lands located downriver on the Klamath River from the Pecwan District and south of the center line of the Klamath River. Included within the District are the ancestral villages of Turip, Wohkel, Otwego, Wetkwau, Osegen, Espau, Sikwets, Orek, Tsahpek, Hergwer, Tsotskwi, Pa’ar, Oslokw, Keihkem, Ma’ats, Opyuweg, Tsurau, Sumeg and Metskwo.

NORTH DISTRICT – This includes all land north of the Ancestral Lands, east of the Pacific Ocean, west of a north-south line passing through Chimney Rock and within 60 miles of the Ancestral Lands.

EAST DISTRICT – This includes all land east of the Ancestral Lands, east of a north-south line passing through Chimney Rock, east of the generally north-south mountain ridge passing through Schoolhouse Peak, and within 60 miles of the Ancestral Lands.

SOUTH DISTRICT – This includes all land south of the Ancestral Lands, east of the Pacific Ocean, west of the generally north-south mountain ridge passing through Schoolhouse Peak, and within 60 miles of the Ancestral Lands.

SECTION 3 – Terms of Office

- a) The terms of office for the Chairperson, Vice-Chairperson, and the Council Members shall be three (3) years, except that in the first election, the terms of office for Council Members shall be staggered and determined as follows:
 - 1) The candidate receiving the highest percentage of votes in his/her District shall be elected for a three (3) year term;
 - 2) The candidates receiving the second, third and fourth highest percentages of the votes in their respective districts shall be elected for two (2) year terms;
 - 3) The remaining three (3) candidates shall be elected for one (1) year terms;
 - 4) In the event of a tie among or between the candidates who, by reason of the percentage of votes received in the candidates; respective districts, would be entitled to serve an Initial term of more than one (1) year; any such tie shall be broken by the tied candidates drawing of lots to determine which candidates shall be entitled to serve an initial term of more than one year.

- b) Each Tribal Officer and Council Member shall be inaugurated as the first order of business at the first regular Council meeting following his/her election and his/her term shall commence upon inauguration.

SECTION 4 – Voter Registration

Each member of the Yurok Tribe, who has attained the age of eighteen (18) upon the date of the election shall be eligible to vote, provided that person has registered to vote. Each eligible Voter shall choose to register in one (1) of seven Districts; provided the eligible voter is a resident of a District, he/she must register within that District or if the eligible voter is not a resident within a District, he/she shall choose to register in the North, South or East District. An eligible voter must register when they move into or out of a District, pursuant to Section 4 of this Article, within ninety (90) days before the next regularly scheduled Council election.

SECTION 5 – General Qualifications for Office

- a) No person who is a candidate for or elected to any Tribal office, or is to be appointed by the Yurok Council to any position of trust shall ever have been convicted of gross misconduct, been terminated from employment with the Tribe for theft, fraud, embezzlement, or have been convicted of a crime requiring registration as a sex offender and/or have been convicted or exonerated due to

successful affirmative defense to murder. No person who is a candidate for or elected to any Tribal office, or is to be or has been appointed by the Yurok Council to any position of trust shall, at the time of candidacy, election or appointment have been convicted of any violent felony or crime of moral turpitude within ten (10) years of the date of election or appointment, and every candidate for election or appointment to any Tribal office or position who ever has been convicted, or found not guilty due to an affirmative defense except self-defense, of any felony or crime of moral turpitude shall, upon announcement of his/her candidacy or application for appointment, fully disclose to the Yurok Council the fact and date of each such conviction, the court in which convicted, the sentence imposed and the place and manner in which the sentence was served or otherwise discharged. Each candidate for elected or appointed office shall be subject to a criminal background check.

- b) Any person who, upon or subsequent to announcing his/her candidacy for election to any Tribal office or applying for any appointed position of trust, is formally charged with, but not yet convicted of, any crime of violence, or moral turpitude, shall disclose to the Tribal Council and/or the Election Committee the fact of such prosecution upon becoming aware of the pendency thereof.
- c) Any person required to make disclosure of a criminal conviction or prosecution hereunder who fails to do so within thirty (30) days may be barred or removed from the office of appointed position for which the person was a candidate when the required disclosure was not made.
- d) Any elected Tribal officer or appointed Tribal official who is formally charged with a violent felony or crime of moral turpitude while in office shall be immediately suspended from office, effective with the date of initiation of such prosecution. If said officer or official is acquitted or the prosecution is terminated without a conviction, and provided that upon such termination of prosecution the term of office to which the officer or official was elected or appointed has not yet expired, the officer or official shall be reinstated to serve the remainder of his/her term of office of appointment.

SECTION 6 – Qualifications for Tribal Chairperson and Vice-Chairperson

The Tribal Chairperson and Vice-Chairperson must be Tribal Members of at least thirty (30) years of age upon election, and must actually reside and maintain their principle residence within 60 miles of the Tribal territory for at least one (1) year prior to election and remain in residence throughout the term of office.

SECTION 7 – Qualifications for Council Member Representing a District

A Council Member must be a Tribal Member of at least twenty-five (25) years of age upon election, must be registered with and actually reside and maintain their principle

residence within the District when elected, and must remain an actual resident of the District throughout the term of office.

SECTION 8 – Primary Election

A primary election shall be conducted in October of each year, for each office that the term is to expire. Voting shall be by secret ballot. Absentee ballots shall be available upon written request by eligible voters and mailed in a timely manner to such voters. Those running for office who receive more than 50 percent of the ballots cast for the office shall be elected.

SECTION 9 – Run-off Elections

When positions remain unfilled after the primary election, then a run-off election shall be conducted in November following the primary election. Voting shall be by secret ballot. Absentee ballots shall be available upon written request by eligible voters and mailed in a timely manner to such voters. The run-off shall be between the two candidates receiving the most votes in the primary election. The candidate receiving the most votes in the run-off election for each position shall be elected.

SECTION 10 – Filling of Vacant Positions

If, subsequent to his/her election, the Tribal Chairperson, Vice-Chairperson, or any member of the Tribal Council resigns, dies, or becomes permanently or indefinitely incapacitated, as determined by the Yurok Tribal Council, the Yurok Tribal Council shall declare the office vacant. If the vacancy occurs during the first year of the term to which the elected official was elected, the Yurok Tribal Council shall fill the vacancy for the unexpired portion of said term by appointing the person who received the next highest number of votes in said election, providing the candidate received at least thirty (30) percent of the total votes cast. If the elected official to be replaced was unopposed in said election, or if the candidate receiving the next highest number of votes did not receive at least thirty (30) percent of the total votes cast for that office, or if the vacancy occurs more than one (1) year prior to the expiration of the term, the vacancy shall be filled by a special election called and conducted pursuant to Section 10 of this Article.

ARTICLE IV – DUTIES AND POWERS OF THE YUROK COUNCIL

SECTION 1-Tribal Chairperson

The Chairperson shall be the chief executive officer of the Tribe, and in that capacity shall have the following authority and duties:

- a) To preside over all meetings of the Yurok Tribal Council and the Tribal Voting Membership, and to vote only in case of a tie;
- b) To call special meetings of the Yurok Tribal Council or the Tribal Voting Membership as necessary with the request of Council members or Tribal members as provided in this Constitution;

- c) To faithfully implement and enforce the legislative enactments and policies of the Yurok Tribe;
- d) To execute such contracts, agreements, and other documents on behalf of the Yurok Tribe as have been duly authorized by the Yurok Tribal Council in the exercise of authority delegated by this Constitution, or by the Tribal Voting Membership;
- e) To act as the principal spokesperson and representative for the Yurok Tribe in its dealings with all other governmental and non-governmental entities, or to delegate such duties to other Tribal officers or officials as may be authorized by the Yurok Tribal Council;
- f) To appoint persons to serve in unelected positions within the executive or judicial branches of the Tribal government and to advisory committees that have been created by the Yurok Tribal Council, with the advice and consent of the Yurok Tribal Council, and otherwise to implement such personnel policies and procedures as may be established by the Yurok Tribal Council. Efforts will be made to balance representation of the Advisory Committees between on and off Reservation.
- g) To take such actions, including removal and/or barring of persons from Tribal lands, as may be necessary to safeguard the health and/or safety of the Yurok Tribe or its natural resources from imminent danger pending action by the Yurok Tribal Council, provided, however, that the Chairperson first shall have attempted to convene a special meeting of the Yurok Tribal Council on the issue. If such emergency action was not preceded by a meeting of the Yurok Tribal Council authorizing such action, the Tribal Chairperson shall, within forty-eight (48) hours after taking such action, convene a special meeting of the Yurok Tribal Council at which the only item of business shall be responding to the emergency. If the Yurok Tribal Council declines to ratify the Chairperson's emergency action, or if no meeting is held within the time allowed therefore, said action shall cease to have any force or effect upon the earlier of the Yurok Tribal Council's vote not to ratify such action or the expiration of forty-eight (48) hours after the action.
- h) To prepare and present to the Yurok Tribal Council for approval, no later than one hundred and twenty (120) days prior to the beginning of each fiscal year, a proposed annual Tribal financial plan that sets forth in detail the then current assets of the Yurok Tribe, the sources and amounts of all anticipated Tribal revenues for the year, and a Tribal budget for said year.

SECTION 2 – Vice-Chairperson

The Vice-Chairperson shall have the following authority and duties:

- a) To preside over meetings of the Yurok Tribal Council or Tribal Voting Membership in the absence of the Chairperson;
- b) To act in place of the Chairperson as the spokesperson or representative of the Yurok Tribe upon written delegation by the Chairperson or the Yurok Tribal Council;
- c) To assume the office and duties of the Chairperson upon the Chairperson's death, resignation, or removal, or a determination by a two-thirds (2/3) majority vote of a quorum of the Yurok Tribal Council that the Chairperson has become permanently or indefinitely incapacitated to an extent that prevents the Chairperson from fulfilling the obligations of the office.

SECTION 3 – Other Tribal Officers

The Tribal Secretary shall be elected by the Yurok Tribal Council from among its duly-elected members at the first regular Tribal Council meeting following each annual election, and shall have the following duties and authorities:

- a) To faithfully prepare and maintain the official records of the proceedings of all meetings of the Tribal Voting Membership and the Yurok Tribal Council;
- b) To certify and maintain custody of all resolutions, legislative enactments, and other official actions of the Yurok Tribal Council and the Tribal Voting Membership;
- c) To send and receive and maintain custody of all official correspondence and documents of the Yurok Tribe;
- d) To act as the custodian and keeper of the seal of the Yurok Tribe.

SECTION 4 – Miscellaneous Other Officers

At its first regular meeting following each annual election, and from time to time thereafter as it may deem appropriate, the Yurok Tribal Council may elect from its members such other officers as it may deem necessary to effectively fulfill its obligations and exercise its authority.

SECTION 5 – Yurok Tribal Council

- a) Except as otherwise reserved to the Tribal Voting Membership by this Constitution, the legislative power of the Yurok Tribe hereby is delegated by the Tribal Voting Membership to the Yurok Tribal Council, and in the exercise thereof the Yurok Tribal Council shall have the authority to enact legislation, rules and regulations not inconsistent with this Constitution to further the

objectives of the Yurok Tribe as reflected in the Preamble to this Constitution; administer and regulate affairs, persons and transactions within Tribal Territory; enact civil and criminal laws; promulgate policies regarding elected Tribal officials' and Tribal employees' use, possession or sale of illegal drugs, and the unlawful use or abuse of legal drugs and controlled substances; manage Tribal lands and assets and appropriate and authorize the expenditure of funds owned by or available to the Yurok Tribe; charter and regulate corporations and entities of all kinds; provide for the exclusion of persons and/or entities from Tribal affairs and/or Tribal Territory under appropriate circumstances; and obtain and generate revenue for Tribal purposes through taxation and fees upon income, property, transactions and sales within Tribal Territory; provided however, that laws that affect the fundamental rights of Tribal members such as taxation of Tribal members, and the Waiver of claims issue shall not be effective until approved in a referendum among the Tribal Voting Membership pursuant to Article XI of this Constitution. Settlement Account Trust Funds, including earned interests, from the Hoopa-Yurok Settlement Act of 1988, shall not be used until the Tribal Council has prepared a proposal for its intended use and received a majority vote of approval from the Tribal Voting Membership.

- b) The Yurok Tribal Council shall fix and prescribe salaries and allowances for all appointed officials and the employees of the Yurok Tribe.
- c) The Yurok Tribal Council shall prescribe salaries and allowances, if any, for all elected officials of the Tribe. No setting or adjustment of salaries and allowances shall be done without at least thirty (30) days notice that it will be on the Tribal Council agenda. No increase in compensation shall be effective until one (1) year from the date of approval has passed.
- d) The Yurok Tribal Council shall by ordinance provide a system for assuring the reasonable and appropriate access by tribal members to tribal records and meetings.
- e) The Yurok Tribal Council shall by ordinance within ninety (90) days of the election of the first Yurok Tribal Council under this Constitution, prescribe enrollment procedures and establish an Enrollment Committee whose members shall be appointed by the Chairperson with the advice and consent of the Yurok Tribal Council.
- f) The Yurok Tribal Council shall by ordinance prescribe election procedures for Tribal elections. The Yurok Tribal Council shall by Ordinance establish an Election Board whose members shall be appointed by the Chairperson with the advice and consent of the Yurok Tribal Council.
- g) The Yurok Tribal Council shall act upon all appointments requiring its confirmation within thirty (30) days.

- h) The Yurok Tribal Council shall have the authority to act on behalf of the Tribe to acquire, lease, assign, and manage all tribal property, but shall not sell any tribal land, nor lease tribal land for a period of 20 years or more, unless approved by a referendum submitted to the voting membership pursuant to Article XI.
- i) The Yurok Council shall by ordinances prescribe a Drug Testing policy for Council Members, a Conflict of Interest policy, and a Mandated Meeting policy for operation of Council business. These ordinances shall be adopted within one (1) year of installation of the Tribal officials elected in the initial Tribal election.
- j) No legislation, ordinance, or other major action shall be enacted unless approved by at least five (5) members of the Yurok Tribal Council, including a vote by the Tribal Chairperson if needed.
- k) The Yurok Tribal council district representatives shall conduct quarterly meetings within their respective districts.

ARTICLE V – YUROK TRIBAL COUNCIL MEETINGS

SECTION 1 – Frequency

The Yurok Tribal Council shall meet at least once a month. Each meeting will begin and end with a traditional prayer.

SECTION 2 – Quorum

Six (6) members of the Yurok Tribal Council, or 2/3 of the members if there are vacancies, must be present to constitute a quorum. The Chairperson shall be counted for purposes of constituting a quorum.

SECTION 3 – Special Meetings

The Tribal Chairperson and three (3) Yurok Tribal Council members, may call a special meeting of the Yurok Tribal Council at any time they deem necessary by notifying each Council Member in any expedient way at least twenty-four (24) hours in advance of the meeting. Inability to notify all members after reasonable efforts shall not prevent such special meeting from occurring provided a quorum is present.

SECTION 4 – Public Meetings

All regular and special meetings of the Yurok Tribal Council shall be open to the members of the Yurok Tribe. The Yurok Tribal Council shall provide an opportunity for public comment by Tribal members at each Yurok Tribal Council meeting. The Yurok Tribal Council may meet in executive session upon determination by the Chairperson or an affirmative vote of a majority of the Council Members present that protection of the Yurok Tribe's legal rights, commercial interests and/or privileges against compelled

disclosure or the privacy of specific persons requires that specific matters be discussed or voted upon in confidence. All votes, including votes on matters discussed in executive session and the subject of which must remain confidential, shall be by roll call in open session, and all votes shall be a matter of public record.

SECTION 5 – Roll Call Voting

Roll call votes showing how each member of the Yurok Tribal Council voted on all motions shall be recorded in the minutes of the Council. Motions that die of a lack of a second will also be recorded.

SECTION 6 – Consensus

In accordance with Tribal tradition, the Yurok Tribal Council shall attempt to conduct business by consensus whenever possible.

ARTICLE VI – ANNUAL MEMBERSHIP MEETING

SECTION 1 – Annual Membership Meeting

An annual meeting of the Tribal membership shall be held on a Saturday in July or August designated by the Yurok Tribal Council, unless the Yurok Tribal Council directs the Chairperson to give notice of a different date at least sixty (60) days in advance of the alternative meeting date. In addition, the Tribal Chairperson with the consent of the Yurok Tribal Council may call special meetings of the membership with ten (10) days notice when there is a matter of great urgency that requires a meeting of the membership.

SECTION 2 - Powers

The Yurok Tribal Council shall preside over the Annual Membership Meeting and all special meetings. There shall be no binding tribal laws adopted by the membership at the meeting, but the membership, if 20% of the eligible voters are present, may, by majority vote, adopt resolutions setting out goals expressing the sense of the tribal membership. In addition, if 20% of the eligible voters are present, the members may by majority vote propose initiatives that shall be voted upon by the Tribal Voting Membership under the voting provisions of Article XI.

ARTICLE VII – TRIBAL JUSTICE SYSTEM

The judicial power of the Yurok Tribe shall be vested in such Tribal court(s) as may from time to time be established by ordinances enacted for that purpose. Said ordinances shall ensure the impartiality and independence of the Judiciary by specifying causes and procedures for removal and prescribing reductions in rates of compensation greater than those that may be applied to the Yurok Tribal Council and/or the Tribal Chairperson; define the jurisdiction of each court created thereunder; specify the manner of selection, term of office and qualifications of judges; and provide for the adoption of the procedures under which each such court shall function. In special circumstances as defined by appropriate ordinance, the Yurok Tribal Council shall sit as a Tribal trial or appellate

court. The Tribal judicial system, whenever possible, shall give full recognition and weight to Tribal customs, including traditional methods of mediation and dispute resolution.

ARTICLE VIII – OATH OF OFFICE

All elected and appointed officials shall take the following oath:

“I, _____, do solemnly swear (or affirm) that I will uphold and defend the Constitution, sovereignty and traditions of the Yurok Tribe, and I will perform the duties of my office with honesty and fidelity.

I further swear (or affirm) that I will devote my best efforts to help the Yurok Tribe achieve its objectives as stated in the Preamble of its Constitution.”

ARTICLE IX – BILL OF RIGHTS

In the exercise of its powers of self-government, consistent with its culture and tradition, the Tribe shall not deprive any person within its jurisdiction of the rights reflected in the Indian Civil Rights Act, 25 USC SECTION 1301 et seq.

In addition, the Tribe shall not take any action that would abridge any tribal religious or traditional practices.

ARTICLE X – RECALL OF OFFICIALS

SECTION 1 – Grounds for Recall

Any elected official of the Yurok Tribe shall be subject to recall for willful neglect of duty, corruption in office, habitual drunkenness or use of illegal drugs, incompetency, incapability of performing his/her duties or committing any offense involving moral turpitude, or conduct seriously detrimental to the sovereignty or traditions of the Yurok Tribe while in office.

SECTION 2 – Recall Election

Upon written petition of at least thirty (30) percent of the eligible voters of the Yurok Tribe, presented to and verified by the Election Board (or Yurok Tribal Council until an Election Board is established), a special Tribal Voting Membership election shall be called to consider the recall of the elected official named in the petition. In the case of a Yurok Tribal Council Member serving from a district, the petition requirement shall be at least thirty (30) percent of the eligible voters from the district represented by a Yurok Tribal Council member. A special district membership election shall be called by the Yurok Tribe to consider the recall of the elected official named in the petition. Voting shall be by secret ballot. Absentee ballots shall be available upon written request by eligible voters and mailed in a timely manner to such voters. The election shall be held within sixty (60) days from the date the petition is verified; provided, that any petition submitted within four (4) months of the next annual election shall be placed on the ballot

of the annual election. The position occupied by the official shall be declared vacant if at least two-thirds (2/3) of those voting (all Yurok voters in the case of the Tribal Chairperson or Vice-Chairperson, or all district voters in the case of Tribal Council Members) support the recall. Vacant positions shall be filled in accordance with Article III, Section 10.

SECTION 3 – Limits on Recall

No more than one (1) recall election shall be held in any one calendar year with respect to any specific tribal official.

ARTICLE XI – INITIATIVE AND REFERENDUM

SECTION 1 – Initiative

The Tribal Voting Membership shall have the right to propose any legislative measure by a petition signed by at least twenty (20) percent of the eligible voters. Each such petition shall be filed with the Election Board (or Yurok Tribal Council until an Election Board is established) at least sixty (60) days prior to the next annual election at which time it shall be placed on the ballot. Voting shall be by secret ballot. Absentee ballots shall be available upon written request by eligible voters and mailed in a timely manner to such voters. If approved by a majority of those participating in the election, the petition shall be in full force and effect immediately.

SECTION 2 – Referendum

The Yurok Tribal Council by approval of at least five (5) members may refer any legislative measure to the Tribal Voting Membership by directing at least thirty (30) days in advance that said measure be placed on the ballot at the next annual election or by calling for a special election. Voting shall be by secret ballot. Absentee ballots shall be available upon written request by eligible voters and mailed in a timely manner to such voters. If approved by a majority of those participating in the election, the referendum shall be in full force and effect immediately.

ARTICLE XII – AMENDMENT

SECTION 1 – Amendment Proposed

Amendments to this Constitution may be proposed by the Yurok Tribal Council and shall require at least five (5) affirmative votes, or by a petition containing the entire text of the amendment and signed by not less than twenty (20) percent of the Tribal Voting Membership.

SECTION 2 – Adoption

Adoption by not less than two-thirds (2/3) of those voting shall be required to amend this Constitution. Amendments shall be effective upon certification of the election results by the Election Board (or Yurok Tribal Council until an Election Board is established).

ARTICLE XIII – SEVERABILITY CLAUSE

In the event that any Article, section or provision of this Constitution is held invalid, it is the intent of the Yurok Tribe that the remaining Articles, sections and provisions of this Constitution shall continue in full force and effect.

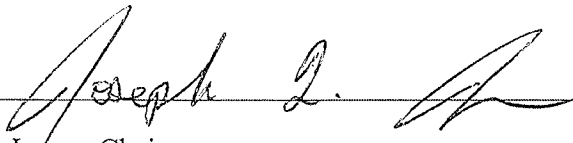
ARTICLE XIV – EFFECTIVE DATE AND INITIAL ELECTION

This Constitution shall become effective when approved by an election of the Tribal Voting Membership of the Tribe, conducted by the Secretary of the Interior and/or the Yurok Interim Council. The initial election for Tribal Chairperson, Vice-Chairperson, and Yurok Tribal Council Members shall occur within one hundred and twenty days (120) of the ratification of this Constitution. A run-off election, if necessary, shall occur within thirty (30) days of the initial election. The Chairperson, Vice-Chairperson, and the Yurok Tribal Council Members shall take office upon certification of the election by the Election Board.

The Yurok Interim Council shall provide for an independent Election Board for the primary and run-off election, shall notify Tribal Members of the date to file for candidacy and dates of initial and run-off elections, and shall conduct the election in accordance with Article III, Section 1-10, of this Constitution, and shall remain in office until the installation of the tribal officials elected in this tribal election.

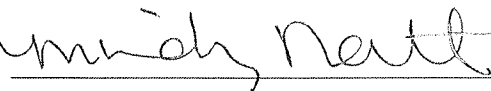
****CERTIFICATION****

This is to certify that the Yurok Constitution was amended in Article III, Section 5 – General Qualifications for Office was updated to amend criteria and to make criminal background checks mandatory. This amendment was placed on the ballot by an affirmative vote of the Tribal Council and was adopted by a 2/3 vote of the majority in a General Election held on October 10, 2018. The Tribal Member vote was 841 Yes, 111 No, which is 82.29% of the 1,022 voting Tribal Members.



Joseph L. James, Chairperson

Yurok Tribal Council

ATTEST: 

Mindy Natt, Secretary

Yurok Tribal Council

****CERTIFICATION****

This is to certify that the Constitutional Amendment CA001 was amended to the Yurok Constitution to Article IV, Section 5 – Duties and Powers of the Yurok Tribal Council. Shall there be an addition of the sentence at the end of the paragraph, “Settlement Account Trust Funds, including earned interest, from the Hoopa Yurok Settlement Act of 1988, shall not be used until the Tribal Council has prepared a proposal for its intended use and received a majority vote of approval from the Tribal Voting Membership.” This amendment was placed on the ballot by an affirmative vote of the Tribal Council and was adopted by a 2/3 vote of the majority in a General Election held on October 11, 2000. The Tribal Member vote was 751 Yes, 111 No which is 87% of the 862 voting Tribal Members.

Susan Masten, Chairperson

Yurok Tribal Council

ATTEST:

Lori Hodge, Executive Assistant

Yurok Tribal Council

RESOLUTION OF THE YUOK TRIBE INTERIM COUNCIL

Resolution No.: 93-62
Date Approved: November 24, 1993
Subject: Certification of Constitution
Ratification Election

WHEREAS: The Yurok Interim Council is the governing body of Yurok Tribe as authorized by the Hoopa-Yurok Settlement Act (Public Law 100-580) as amended, and

WHEREAS: A draft of a Constitution for the Yurok Tribe, dated October 22, 1993 has been presented to the membership for ratification on October 23, 1993, and

WHEREAS: The Certified Public Accounting Firm of Anderson, Somerville, Borges and Kerrigan was retained to conduct said ratification election and certify the result, and

WHEREAS: The aforementioned election has been conducted with the ballots to be postmarked not later than November 10, 1993; and a majority of Yurok Tribal members have approved the Constitution of the Yurok Tribe by a vote of seven hundred and twenty-two (722) in favor of adoption and five hundred and forty-five (545) against adoption, and

WHEREAS: Said election result represents 57% of the voting majority in support of adoption of the Constitution for the Yurok Tribe dated October 22, 1993, now

THEREFORE BE IT RESOLVED:

The results of the Constitution Ratification election have been certified by the Certified Public Accounting firm of Anderson, Somerville, Borges and Kerrigan and that said certification is hereby accepted and approved by the Yurok Interim Tribal Council, and

BE IT FURTHER RESOLVED:

That the Yurok Interim Council, on behalf of the Yurok Tribe, hereby certifies that the Constitution for the Yurok Tribe dated October 22, 1993 is adopted and is now in effect.

CERTIFICATION

This is to certify that this Resolution was approved at a duly called Special Meeting of the Yurok Tribe Interim Council on November 24, 1993, at which a quorum was present and that this Resolution (#93-62) was adopted by a vote of 3 FOR and 0 AGAINST with no abstentions. This Resolution has not been rescinded or amended in any way.

Susie L. Long, Chair

Yurok Tribe Interim Council

ATTEST:

Maria Tripp, Council Member

Yurok Tribe Interim Council

Susan Masten, Council Member

Yurok Tribe Interim Council