

**CHAPTER 2
ORDINANCE OF THE
KARUK TRIBE**

This ordinance, revised July 24, 2014, supersedes all previous ordinances on this subject.

The purpose of this Tribal Ordinance is for the continuing operation of the Karuk Tribe Housing Authority.

Pursuant to the authority vested in the Karuk Tribe by its Constitution, and particularly by Article VI, the Karuk Tribal Council hereby establishes a public body known as the Karuk Tribe Housing Authority (hereinafter referred to as the KTHA), and enacts this ordinance which shall establish the purposes, powers, and duties of the KTHA.

In any suit, action or proceeding involving the validity or enforcement of or relating to any of its contracts, the KTHA shall be conclusively deemed to have become established and authorized to transact business and exercise its power upon proof of the adoption of this ordinance. A copy of the ordinance duly certified by the Secretary of the Council shall be admissible in evidence in any suit, action or proceeding.

ARTICLE I DECLARATION OF NEED

It is hereby declared:

1. That there exists within the Karuk Tribe service area unsanitary, unsafe, and overcrowded dwellings; that there is a shortage of decent, safe, and sanitary dwellings available at rents or prices which persons of low or moderate income can afford; and that such shortage forces such persons to occupy unsanitary, unsafe, and overcrowded dwellings;
2. That these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety protection, fire and accident prevention, and other public services and facilities;
3. That the shortage of decent, safe and sanitary dwellings for Native American persons of low and moderate income is not being met through the private housing market;
4. That the providing of decent, safe and sanitary dwelling accommodations for Native American persons of low and moderate income, are public uses and purposes for which money may be spent and private property acquired and are governmental functions of Tribal concern;
5. That residential construction activity and a supply of acceptable housing are important factors to general economic activity and community development; and
6. That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

ARTICLE II PURPOSES

The KTHA shall be organized and operated to:

1. Acquire and maintain assets. KTHA will strive to alleviate the acute shortage of decent, safe, and

sanitary dwellings for Native American persons of low and moderate income. KTHA will strive to promote and sustain the culture, education, language, health, welfare, self-sufficiency, and economic independence of its residents. Affordable housing services shall include rental, homeownership, and model programs.

2. Provide employment opportunities through the construction, reconstruction, improvement, modernization, addition, alteration or repair and operation of low and moderate income dwellings.
3. Function as the Tribal Designated Housing Entity (“TDHE”) for the Karuk Tribe as appointed by Tribal Resolution 97-R-59 on October 23, 1997.

ARTICLE III DEFINITIONS

The following terms, wherever used or referred to in this ordinance, shall have the following respective meanings, unless a different meaning clearly appears from the context:

BOARD OF COMMISSIONERS means the governing body of the KTHA.

FEDERAL GOVERNMENT includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporate or otherwise, of the United States of America.

FORMULA AREA means Siskiyou and Humboldt Counties

HOMEBUYER means a person(s) who has executed a lease-purchase agreement with the KTHA, and who has not yet achieved homeownership.

HOUSING PROJECT or **PROGRAM** means any work or undertaking to provide or assist in providing decent, safe and sanitary living accommodations for Native American persons of low and moderate income.

OBLIGATION means notes, bonds, interim certificates, debentures, or other forms of obligation issued by the KTHA pursuant to this ordinance.

PERSON(S) OF LOW INCOME means persons or families whose INCOME IS AT OR BELOW 80% OF US MEDIAN INCOME.

PERSON(S) OF MODERATE INCOME means persons or families whose income is between 80 – 100% of U.S. median income limit.

SERVICE AREA means the Formula Area of the KTHA.

TRIBE means the Karuk Tribe.

TRIBAL COUNCIL means the elected officials of the Karuk Tribe.

ARTICLE IV BOARD OF COMMISSIONERS

1. At the option of the Karuk Tribe’s Tribal Council, the affairs of the KTHA may be managed by a Board of Commissioners “BOC” composed of seven persons.
2. The BOC shall be appointed, and may be reappointed or removed, by the Council. Notification

from the Secretary of the Council as to the appointment, reappointment, or removal of any Commissioner shall be conclusive evidence of said action. As vacancies arise, preference shall be given to maintain equal representation from all communities, specifically 2 Orleans, 2 Yreka, and 2 Happy Camp.

3. A Commissioner must be an enrolled member of the Tribe. The Tribal Council shall delegate two (2) members from the existing Council to serve on the BOC, one of which to be filled by the Vice Chairman of the Tribal Council.
4. No person shall be barred from serving on the BOC because she/he is a Tenant or Homebuyer in a housing community of the KTHA. Such Commissioner shall be entitled to fully participate in all meetings concerning matters that affect all of the Tenants or Homebuyers, even though such matters affect her/him as well. However, a Commissioner may not be present at any meeting (except in his capacity as a Tenant or Homebuyer), or be counted or treated as a member of the BOC, concerning any matter involving her/his individual rights, obligations or status as a Tenant or Homebuyer.
5. The term of office shall be four years.
6. The BOC shall elect from among its members a Chairperson, Vice-Chairperson, Secretary, and a Treasurer. In the absence of both the Chairperson and Vice-Chairperson, the Secretary shall preside.
7. Any and all members of the BOC may be removed by the Tribal Council for serious inefficiency, neglect of duty, for misconduct in office, or for missing three consecutive regularly scheduled meetings. The Commissioner will be provided a letter outlining the allegations and may request Council review of the decision in writing within ten working days of the date that the decision is issued. No action will be taken to replace a Commissioner until their appeal is concluded.
8. The Commissioners may receive stipends for their services under NAHASDA Regulations and shall be entitled to compensation for reasonable expenses, including travel expenses incurred in the discharge of their duties in compliance with the approved KTHA travel policy.
9. No fewer than fifty one percent of the BOC shall constitute a quorum for the transaction of business. If at any time quorum is lost, business will not be conducted.
10. The Recording Secretary shall keep complete and accurate records of all meetings and actions taken by the BOC.
11. The Treasurer shall submit a quarterly report and a copy of the KTHA annual audit in written form to the Council.
12. Meetings of the BOC shall be held at regular intervals as provided in the by-laws. Emergency meetings may be held upon 24 hours actual notice and business transacted, provided that not less than majority of the full BOC concurs in the proposed action.

ARTICLE V POWERS AND AUTHORITIES OF THE KARUK TRIBE HOUSING AUTHORITY

1. The KTHA shall have the following powers which it may exercise consistent with the purposes for which it is established:

- a. To adopt and use a corporate seal.
- b. To enter into agreements, contracts and understandings with any governmental agency, Federal, state or local (including the Council) or with any person, partnership, corporation or Indian Tribe; and to agree to any conditions attached to Federal Financial Assistance. KTHA shall have input into decisions that could impact the federal dollars that the KTHA has the responsibility to ensure are used according to federal law and regulations.
- c. To agree, notwithstanding anything to the contrary contained in this ordinance or in any other provision of law, to any conditions attached to Federal Financial Assistance.
- d. To lease property from the Tribe and others of such periods as are authorized by law, and to hold and manage or to sublease the same.
- e. To borrow or lend money, to issue temporary or long term evidence of indebtedness, and to repay the same.
- f. To pledge the assets and receipts of the KTHA as security for debts; and to acquire, sell, lease, exchange, transfer or assign personal property or interests therein.
- g. To purchase land or interest in land or take the same by gift, including the authority to do so on behalf of the Tribe; to lease, rent, lease with option to purchase land or interest in land to the extent provided by law on behalf of the Karuk Tribe.
- h. To undertake and carry out studies and analysis of housing needs, to prepare plans, to execute the same, to operate projects and to provide for the construction, reconstruction, improvement, modernization, addition, alteration or repair of any project or any part thereof.
- i. With respect to any dwellings accommodations, buildings or facilities embraced within any project (including individual cooperative units): To lease or rent, sell, enter into lease-purchase agreements or leases with option to purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the occupancy, rental, care and management of housing units; and to make sure further rules and regulations as the BOC may deem necessary and desirable to effectuate the powers granted by this ordinance.
- j. To finance purchase of a home by an eligible homebuyer in accordance with regulations and requirements of the Department of Housing and Urban Development.
- k. To terminate any lease or rental agreement or lease-purchase agreement when the tenant or Homebuyer has violated the terms of such agreement, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or Homebuyer.
- l. To follow income limits for admission that ensures that dwelling accommodation in a housing project shall be made available to persons of low and moderate income.

- m. To purchase insurance for any property to protect against risk or hazards.
 - n. To invest funds not required for immediate disbursement.
 - o. To establish and maintain bank accounts as may be necessary.
 - p. To employ personnel, permanent or temporary, as the KTHA may require; and to delegate to such employees such powers or duties as the BOC shall deem proper.
 - q. To take such further actions as are commonly engaged in by public bodies of this character as the BOC may deem necessary and desirable to effectuate the purposes of the KTHA.
 - r. To adopt such bylaws as the BOC deems necessary and appropriate, upon approval of the Tribal council.
2. It is the purpose and intent of this ordinance to authorize the KTHA to do any and all things necessary or desirable to secure the financial aid or cooperation of the Federal government in the undertaking, construction, maintenance or operation of any project by the KTHA.
 3. No ordinance or other enactment of the Tribe with respect to the acquisition, operation, or disposition of Tribal property purchased by the KTHA shall be contrary to this ordinance.

Article VI IMMUNITIES OF THE KTHA

1. **Jurisdictional Immunity of the KTHA.** The Tribe hereby confers on the KTHA all of the Tribe's rights, privileges and immunities concerning federal, state, and local taxes, regulation, and jurisdiction, to the same extent that the Tribe would have such rights, privileges, and immunities, if it engaged in the activities undertaken by the KTHA.
2. **Sovereign Immunity of the KTHA.** The Tribe hereby confers on the KTHA sovereign immunity from suit to the same extent that the Tribe would have such sovereign immunity if it engaged in the activities undertaken by the KTHA. The KTHA shall have the power to sue and is authorized to consent to be sued in a court of competent jurisdiction, provided, however, that:
 - a) No such consent to suit shall be effective against the KTHA unless such consent is:
 - (i) explicit, and
 - (ii) contained in a written contract to which the KTHA is a party, and
 - (iii) specifically approved by the BOC of the KTHA, and
 - b) Any recovery against such KTHA shall be limited to:
 - (i) the value of the goods or services which are the subject of the applicable agreement(s) under B(1)(ii) (above), and
 - (ii) in no case shall any recovery exceed the assets of the KTHA.
 - c) Any consent to suit may be limited to the court or courts in which suit may be brought, to

the matters that may be made the subject of the suit and to the assets or revenues of the KTHA against which any judgment may be executed.

- d) Any immunity conferred on the KTHA under these Articles shall not extend, nor be construed to extend, to any action, suit, or judicial proceeding brought or prosecuted by the Karuk Tribe.
- e) Consent to suit by the KTHA shall in no way extend to an action against the Tribe, nor shall a consent to suit by the KTHA in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe. The Tribe shall not be liable for the payment or performance of any of the obligations of the KTHA, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the KTHA.

ARTICLE VII MISCELLANEOUS

1. The KTHA shall submit an annual report, signed by the Chairperson of the BOC, to the Council showing:
 - a. a summary of the year's activities;
 - b. the financial condition of the KTHA;
 - c. a copy of the KTHA Annual Performance Report;
 - d. a copy of the KTHA annual audit; and
 - e. such other information as the KTHA or the Council deem pertinent.
2. During her/his tenure and for one year thereafter, no Commissioner, officer, or employee of the KTHA, or any member of any governing body of the Tribe, or any other public official who exercises any responsibilities or functions with regard to the project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, unless prior to such acquisition, she/he discloses her/his interest in writing to the KTHA and such disclosure is entered upon the minutes of the KTHA, and the Commissioner, officer, or employee shall not participate in any action by the KTHA relating to the property or contract in which she/he has any such interest. If any Commissioner, officer, or employee of the KTHA involuntarily acquired any such interest, or voluntarily or involuntarily acquired any such interest prior to appointment or employment as a Commissioner, officer, or employee, in any such event, shall immediately disclose her/his interest in writing to the KTHA; and such disclosure shall be entered upon the minutes of the KTHA, and the Commissioner, officer, or employee shall not participate in any action by the KTHA relating to the property or contract in which she/he has any such interest. Any violation of the foregoing provisions of this section shall constitute misconduct in office. This section shall not be applicable to the acquisition of any interest in obligations of the KTHA issued in connection with any project, or to the execution of agreements by banking institutions for the deposit of handling of funds in connection with a project or to act as trustee under any trust indenture, or to utility services the rates for which are fixed or controlled by a governmental agency, or to membership on the BOC.
3. Each project developed or operated under a contract or grant providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract or

grant and applicable Federal legislation, with all regulations and requirements prescribed by the Federal government in connection with such assistance.

4. The KTHA shall obtain or provide for the obtaining of adequate fidelity bond for employees and Commissioners handling cash, or authorized to sign checks or certify vouchers.
5. The KTHA shall not construct or operate any project for profit except as allowable under Federal regulations.
6. The property of the KTHA is declared to be public property used for essential public and governmental purposes and such property and the KTHA are exempt from all taxes and special assessments of the Tribe.
7. All property including funds acquired or held by the KTHA pursuant to this ordinance shall be exempt from levy and sale by virtue of an execution, and no execution other than judicial process shall issue against the same nor shall any judgment against the KTHA to be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of the KTHA to bring eviction actions.

ARTICLE VIII COOPERATION IN CONNECTION WITH PROJECTS

1. For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of projects, the Tribe hereby agrees that:
 - a) It will not levy or impose any real or personal property taxes or special assessments upon the KTHA or any project of the KTHA with the exception of TERO and Tribal sales tax.
 - b) Insofar as it may lawfully do so, it will grant such deviations from any present or future building or housing codes of the Tribe as are reasonable and necessary.
 - c) It will do any and all things, within its lawful powers, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of projects.
 - d) Authorization for KTHA to Bring Suits against Tenants
 - (i) The Tribe and KTHA enjoy sovereign immunity from unconsented suit, which immunity is hereby expressly asserted and reserved.
 - (ii) The Tribe authorizes KTHA to bring suit against a tenant or other program participant for eviction, for foreclosure, and for damages, back rents, or other monies owed to KTHA in any state or federal court; provided, however, that bringing such suit in state or federal court does not waive, and may not be construed as waiving, KTHA's sovereign immunity from suit, including but not limited to direct actions, counterclaims, cross-claims, or countersuits, which immunity is hereby expressly asserted and reserved.
 - (iii) No suit brought by KTHA pursuant to this section waives, or may be construed as waiving, the Tribe's sovereign immunity from suit, including but not limited to direct actions, counterclaims, cross-claims, or countersuits, which immunity is hereby asserted and reserved, and the Tribe shall not and may not be joined to any

such suit, nor shall there be any recourse in any such suit against the Tribe or any of its assets or revenues.

- e) The Tribe hereby declares that its powers shall be vigorously utilized and the Tribe will cooperate to the fullest extent possible to enforce eviction of a tenant or homebuyer, or foreclosure of a mortgagor, for non-payment or other contract violations.
- f) The provisions of this Article shall remain in effect with respect to any project, and said provisions shall not be abrogated, changed or modified without the consent of the Karuk Tribal Council.

CERTIFICATION

I hereby certify that the foregoing Ordinance was duly considered by the Karuk Tribal Council at a properly called meeting on **July 24, 2014**, at which a quorum was present and that the same was passed by a vote of 6 in favor, 0 opposed, and 0 abstain.



Russell Attebery, Chairman, Karuk Tribe

Revised: 1/17/05, 9/7/05, 6/4/08, 1/20/10, 9/10/12, 07/24/14.