KAWERAK, INC.

P.O. BOX 948 • NOME, ALASKA 99762

TELEPHONE: (907) 443-5231 • FAX: (907) 443-3708

SERVING THE VILLAGES OF:

BREVIG MISSION
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ELIM
GAMBELL
GOLOVIN
KING ISLAND
KOYUK
MARY'S IGLOO
NOME
SAVOONGA
SHAKTOOLIK
SHISHMAREF
SOLOMON
STEBBINS
ST. MICHAEL
TELLER
UNALAKLEET
WALES
WHITE MOUNTAIN

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LEGAL OFFICE - FAX COVER SHEET

Date: February 23, 2001 No. of Pages: 15

To: Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, D.C. 20554

Dockets 96-45 + 97-21

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From: Bruce Baltar
General Counsel
Kawerak, Inc.

Sirs:

Attached hereto is a Request for Review of an RHCD-USAC decision and a supporting affidavit. While we understand the FCC does not normally accept filings of this type via FAX, I spoke to Mr. Caton in your office yesterday and was informed we could do so in this instance. The originals including all exhibits will be sent by express mail today.

By this letter, Kawerak requests that any irregularities in the filing or with the filing deadline be waived. Although the documents were ready yesterday (the filing deadline is today), our remote location made their physical conveyance to Washington, D.C. problematic. Nome is not served by express carriers such as Federal Express, and Kawerak does not maintain a law firm, lobbyist or other office in Washington.

Sincerely,

Bruce Baltar

Bruce Baltar

No. of Copies rec'd 0+1
List A B C D E

Bruce Baltar, Attorney
General Counsel
Kawerak, Inc.
P.O. Box 948
Nome, Alaska 99762
(907) 443-4340

FEDERAL COMMUNICATIONS COMMISSION

In the Matter of:

Request for Review by Kawerak, Inc. and
Native Village of Elim (HCP# 10687)
Native Village of Koyuk (HCP# 10690)
Native Village of Saint Michael (HCP# 10692)
Native Village of Shaktoolik (HCP# 10694)
Native Village of Shishmaref (HCP# 10695)
Stebbins Community Association (HCP# 10697)
Native Village of Teller (HCP# 10698)
Native Village of Unalakleet (HCP# 10699)
Native Village of Wales (HCP# 10701)
Native Village of Diomede (HCP# 10702)
Native Village of White Mountain (HCP# 10703)
Native Village of Brevig Mission (HCP# 10745)

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Of Decision of the Universal Service Administrator.

FCC Docket Nos. 97-21 and 96-45.

REQUEST FOR REVIEW

Kawerak, Inc. and the twelve tribal governments referenced above request review of a January 24, 2001 decision by the Universal Service Administrative Company, Rural Health Care Division (RHCD), denying their applications for RHCD universal service support. The parties' interest in the matter is that the RHCD denial removes universal service support for the operation of a Wide Area Network serving Kawerak and the named tribal governments.

ISSUE PRESENTED

Whether RHCD-USAC erred in concluding the twelve tribal government offices named in the Kawerak consortium applications are not eligible for universal services support as "local health departments and agencies" pursuant to 47 USC §254(h)(5)(B)(iii).

I. Factual Background

A. KAWERAK IS A TRIBAL CONSORTIUM

Kawerak's principle argument is that RHCD misunderstood the nature of Kawerak, which is a consortium of tribal governments, and of the particular tribal offices for which Kawerak applied for universal service support. The applications cover a Wide Area Network (WAN) linking Kawerak and twelve local tribal government offices. The particular tribal sites are the health and human services offices of the individual tribes. *See,* Affidavit of Loretta Bullard, attached hereto as Exhibit 1. (Exhibit 1 supports the factual assertions in this and following sections.)

Kawerak is an Alaska Native regional non-profit organization, which is an entity unique to the special circumstances and history of rural Alaska. Alaska is divided into 12 Native regions, each of which has one or more regional non-profit entities that provide federally-funded services for local tribal communities. Kawerak, like its sister regional non-profits, has a dual identity: on the one hand it is a non-profit corporation under state law; on the other hand it is also a consortium of tribal governments, recognized as such by the federal government. *See* Exhibit 2, Kawerak's Compact of Self-Governance with the United States.

Alaska Native tribes have a long history of banding together into regional consortia to pool resources and achieve efficiencies of scale in providing services to extremely remote locations. The Kawerak consortium is made up of twenty[1] federally recognized tribal governments. Its headquarters are in Nome, on the Seward Peninsula in northwest Alaska. Its constituent tribes are Native villages scattered over a surrounding area of 22,000 square miles, with 570 miles of coastline. They include some of the most remote communities in the United States. Little Diomede, for example, is an island community in the Bering Straits only three miles from the Russian island of Big Diomede. There are no roads linking the region to the outside world, and only one affected village, Teller, is linked to Nome by road.

Kawerak provides a wide variety of services to its tribes, including educational services (scholarships and various adult education programs), child protection, counseling, law enforcement, land management, and core tribal government support.

Although Kawerak itself, as a non-profit corporation, is eligible for and receives grant funding for various purposes from state and federal agencies, it receives most of its funding and provides most services as a consortium of tribes. Kawerak's biggest funding source, representing about 60% of its total operations, is a regional tribal Compact of Self-Governance, through which Kawerak operates virtually all Bureau of Indian Affairs programs for nineteen tribes. Kawerak is eligible to compact as a tribal consortium pursuant to Title IV of the Indian Self-Determination and Education Assistance Act,

[1] Although Kawerak has 20 member tribes, 19 participate in its Self-Governance Compact and only 12 tribal offices are included in the applications denied by RHCD-USAC.

specifically 25 USC §458bb(b)(2). Kawerak has been a self-governance consortium compactor since FY 1992.

Thus, Kawerak is both a non-profit corporation and a tribal consortium operating with delegated authority from its member tribes. Although Kawerak could reconstitute itself as a purely tribal organization, maintaining a corporate structure assists in transacting business with outside entities. Financial institutions, insurance companies, and even many state and federal agencies are simply not familiar with tribal consortia.

B. THE RHCD-USAC APPLICATIONS ARE FOR LOCAL TRIBAL OFFICES

Kawerak provides services to its constituent tribes through a variety of mechanisms. Some services are provided directly from Kawerak's main offices in Nome, but Kawerak also places staff in the villages under the supervision of the tribe and transfers some compact funds and administrative responsibility to the tribes via sub-recipient agreements. In addition, each tribe provides services from its own resources or through government grants it receives independently from Kawerak.

Each tribe is a sovereign entity. *See generally*, the Department of Interior's 1993 list of federally recognized tribal entities, 58 Fed. Reg. 54,364 (Oct. 21, 1993), listing all of Kawerak's tribes. Although the tribes are small, ranging from about 150 to 1100 in population, they provide a full range of government services, either from their own resources or grants or through Kawerak. Because the tribes are small, tribal services are not as compartmentalized into separate departments or offices as is the case in larger governments.

The WAN is one service Kawerak provides the tribes. The tribal offices linked by the WAN and covered by the RHCD applications are the tribal equivalent of state or county "Health and Human Services" departments. The applications do not cover Kawerak's main offices or all of Kawerak's village work sites. The applications are for tribal offices that provide, among other health-related services, family and mental health counseling, drug and alcohol screening, and tribal administrative oversight of local health clinics, in addition to social services. The tribes provide, from these offices, most services that any local health agency would provide except for direct medical care. (Direct medical services are provided by Kawerak's sister consortium, the Norton Sound Health Corporation, which operates the Indian Health Service hospital in Nome and satellite clinics in most villages.)

The particular staffing pattern in the offices varies by tribe depending on their particular agreements with Kawerak, but whether tribal employees, Kawerak employees, or both staff the offices, they are still tribal offices. The tribal governments own the offices, and all of the staff is under the day-to-day supervision of the tribe even if they are on the Kawerak payroll.

The relationship between Kawerak and tribe in regard to these offices is indicated by the FFC Form 465s, which identify the Health Care Provider by village name ("Elim Office," "Koyuk Office," etc.). Each village has a separate HCP number, and in each instance the president of the tribe is provided as the local contact for the HCP. Kawerak, since it is operating the WAN and pays the bills, signed the applications and is listed as the contact for mailing purposes.

C. PROCEDURAL BACKGROUND

These applications are for "Year 3," covering the period 7/1/2000 through 6/30/2001.

The genesis of these universal service applications was in 1996, when Kawerak and the Norton Sound Health Corporation (NSHC), and two other regional agencies entered a Memorandum of Agreement to jointly explore means of providing internet access to Bering Straits villages. Two of the organizations dropped out, but Kawerak and NSHC eventually decided to jointly develop a Wide Area Network linking their main offices with the Kawerak/tribal offices and NSHC's village clinics. The necessary contracts were entered and installation of the hardware took place in 1999 and 2000, and the system came on line in some villages beginning in March of 2000. The WAN is satellite based, since there are no land lines between the villages or between Nome and larger communities such as Anchorage.

NSHC submitted "Year 1" RHCD applications covering its sites and Kawerak's sites. These applications had no particular effect since the WAN system was not operational and no universal service subsidy was used that year.

Prior to the Year 2 (1999) applications, NSHC decided to end the joint relationship with Kawerak for purposes of RHCD-USAC funding. NSHC had previously taken the lead on developing the WAN and seeking funding, and Kawerak was not fully familiar with the qualification requirements for RHCD universal services. Since Kawerak/ tribal staff provides counseling at the village offices, Kawerak submitted the FCC 465 Forms under the "community mental health center" eligibility category. The form did not allow multiple categories to be listed.

The Year 2 applications were approved, and Kawerak received some subsidized services that year as village sites began coming on line in March of 2000.

Kawerak submitted timely Year 3 applications, covering the period July 1, 2000 through June 30, 2001. Although the 465 form changed, Kawerak filled them out the same as in the prior year since there had been no problem in Year 2. One difference is that the Year 3 form did not ask for the same information from consortia as did the Year 2 form. *See* Year 2 and Year 3 FCC Form 465 examples, from Elim, attached hereto as Exhibits 4 and 5.

On December 5, 2000, RHCD issued a decision finding that Kawerak is not a rural health care provider and denying all twelve village applications. The decision turned primarily on the definition of "community mental health center." Kawerak appealed this decision to RHCD on December 15, raising the argument that – however the forms were filled in – the particular sites served qualify as tribal health departments. RHCD denied the appeal on January 24, 2001. This Request for Review follows.

II. ARGUMENT

Both the December 5 denial letter from RHCD-USAC and its January 24th denial of Kawerak's appeal fundamentally misconstrue the nature of Kawerak and of the applications themselves. These applications were by an umbrella tribal consortium (Kawerak) for the benefit of and on behalf of twelve tribal governments.

The January 24th decision repeated RHCD-USAC's prior rationale, based on a U.S. Department of Health and Human Services definition of "community mental health center." The decision focused on that definition while summarily rejecting Kawerak's

argument, apparently without understanding it, that the 12 applications were for *local tribal government* health and social services offices that meet the "local health department or agency" eligibility category of 47 USC §254(h)(5)(B)(iii) and the companion regulations, 47 CFR §54.601.

The decision states: "Kawerak, Inc. does not appear [sic] be or to represent itself to the public as a 'local health department or agency' within the meaning of the regulations..." and further, that "Kawerak only claims that is a functional equivalent of a 'local health department or agency,' rather than actually being a 'local health department or agency' as that term is understood by the FCC..."

These statements miss the point by a wide margin. Kawerak itself is consortium of tribal governments. The fact the consortium is incorporated does not change the organic reality of the organization. Kawerak administers more than $8 million in Bureau of Indian Affairs funding annually because it is eligible to do so as a consortium of tribes; it is the sole tribal signatory on the regional Compact of Self-Governance with the United States.

Kawerak, as such, does not represent itself to be a "local health department or agency" for the same reason the State of Alaska would not – providing health-related services are a relatively small part of what Kawerak does.

More importantly, Kawerak is not making a "functional equivalency" argument. Rather, the twelve tribal offices for which Kawerak submitted RHCD-USAC applications are the *tribal government* equivalent of state, county or municipal "health departments" and thus *are* "local" health departments or agencies within the meaning of the statute. They are offices of the tribes, not merely "Kawerak" offices. These sites are the Native

Village of Elim's health and social services office, the Native Village of Koyuk's health and social services office, etc. They do the same things that any state or municipal health department would do, albeit on a smaller scale.

Kawerak submitted these applications and indeed provides the WAN services for and on behalf of the local tribal governments, as their agents. Most of Kawerak's program services are provided this way; it is the way tribal consortia do business.

Kawerak acknowledges it could have done a better job identifying and establishing the tribal offices' eligibility in the applications and in subsequent communications with RHCD. However, the RHCD program has been a shifting target. FCC Form 465 only allowed one eligibility category to be marked. After two years of finding these offices eligible as community mental health centers, this year RHCD-USAC applied a new definition taken from another agency to conclude they are not eligible. The DHHS definition requires state licensure as CMHC's, with no allowance for tribal licensure even though tribes have as much licensing authority as do states.

This decision had the effect of denying a subsidy to Kawerak and its tribes they had every reason to expect to continue, in a manner than leaves Kawerak retroactively liable for unsubsidized telecommunication services back to July 1, 2000. There are serious due process concerns with this system.

III CONCLUSION

Kawerak respectfully urges the FCC to reverse the RHCD-USAC determination that the offices covered by these applications are not eligible for universal services support. The January 24 RHCD-USAC decision, to the extent it considered the

applicability of the "local health agency" definition, did not consider that the applications were by a consortium of tribal governments, for local tribal government offices.

Kawerak relies on a prior FCC decision defining public health services: "For purposes of Section 254, we define "public health services" to mean health-related services, including non-clinical, informational, and educational public health services, that local public health departments or agencies are charged with performing under federal and state laws." CC Docket 96-45, FCC 97-157, part XI.B. paragraph 10 (released May 8, 1997).

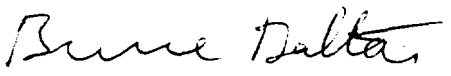
In explaining the definition, that decision says: "We also agree with those commentators suggesting that telecommunication services used by public health agencies to provide health-related services – including the education of the public and health care community about matters of importance to public health, the collection and dissemination of public health data to appropriate government entities; the coordination of public response to disasters, and the prevention and control of diseases – should be eligible for universal service support." *Id.*

These above functions are provided by the tribes from the subject offices, using a combination of local tribal and Kawerak resources. Kawerak executed the applications because the WAN services for which the subsidy is needed are funded by Kawerak from

its tribal self-governance compact, which in turn is authorized by the tribes and operates under authority delegated to Kawerak by the tribes. The RHCD-USAC decision simply did not consider the status of the tribes as local governments or Kawerak's status as a tribal consortium.

Dated: February 23, 2001

Respectfully Submitted,



Bruce Baltar
General Counsel
Kawerak, Inc.
P.O. Box 948
Nome, Alaska 99762
(907) 443-4340

Exhibits

1. Affidavit of Loretta Bullard
2. Compact of Self-Governance between Kawerak, Inc. and the United States
3. Kawerak, Inc. Articles of Incorporation, as amended
4. Elim "Year 2" FCC Form 465
5. Elim "Year 3" FCC Form 465
6. December 5, 2000 Denial Letter from RHCD-USAC
7. December 28, 2000 Appeal by Kawerak of the December 5 Decision
8. January 24, 2001 RHCD-USAC Decision Denying Kawerak's Appeal

AFFIDAVIT OF LORETTA BULLARD

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STATE OF ALASKA }
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} SS
}
SECOND JUDICIAL DISTRICT }

I, Loretta Bullard, being first duly sworn, state:

1. I am the President of Kawerak, Inc., and have been the Kawerak president continuously since July of 1991.

2. At Kawerak, the President is the organization's chief executive officer and its highest-ranking employee. As President, I report directly to the Kawerak Board of Directors and am ultimately responsible for all of Kawerak's operations. I am personally familiar with Kawerak's internal structure, its finances, and its program operations.

3. Kawerak, Inc. is a non-profit corporation incorporated under state law in 1973. However, it is a particular kind of corporation commonly referred to as an "Alaska Native regional non-profit." Alaska is divided into 12 Native regions, established in their present boundaries by the Alaska Native Claims Settlement Act (ANCSA) of 1971. ANCSA settled aboriginal land claims in Alaska, and among other things set up 12 regional "for profit" business corporations to administer Native lands and ANCSA settlement funds. At the time the for-profit ANCSA corporations were being established, non-profit corporations were also established along the same regional boundaries to provide health and social service functions that the ANCSA corporations could not provide. Most of these non-profits, including Kawerak, were successors in interest to unincorporated regional Native associations formed in the 1960's, or earlier, to lobby for Native land claims.

4. Kawerak's service area is the Bering Straits Region, encompassing Nome and all of the coastal communities around Norton Sound from Stebbins and St. Michael in the south to Shishmaref in the north, plus communities on St. Lawerence Island and Little Diomede Island. All of these communities are Alaska Native villages as defined in ANCSA, and are federally recognized tribes.

5. Kawerak, Inc., like most of our sister regional non-profits, is also a consortium of tribal governments. The members of Kawerak are the tribal governments of the 20

EXHIBIT
1

Native villages in our region. Each tribe has one seat on the Kawerak Board of Directors, which is usually filled by the tribal president.

6. Kawerak's largest single funding source is its Compact of Self-Governance with the United States, through which we administer virtually all Bureau of Indian Affairs services available to the region. Nineteen of Kawerak's twenty member tribes participate in the Compact. Our current FY 2001 Annual Funding Agreement for BIA and related services is in excess of $8.5 million. Kawerak is able to compact BIA programs because it is a consortium of tribes, not because of its non-profit corporation status. The Kawerak Compact exists only through the authorization of the tribal governments: the tribes authorize Kawerak to provide the BIA service, but in any given year a tribe can decide to allow the BIA to provide the service or assume the program itself under a separate contract with the BIA.

7. Kawerak's compact services are provided to the tribes in a variety of ways. Some services are provided by Kawerak from Nome; we also place staff in the villages under tribal supervision and we pass through more than $1 million of compact funds for tribal administration.

8. A key to efficient administration of our compact is good telecommunications links to the tribal offices. To that end, Kawerak established a Wide Area Network (WAN) which came online in the spring of 2000.

9. The WAN links Kawerak's main offices to tribal offices in 12 of our villages. The particular tribal offices served by the WAN house the tribe's social and health services (other than direct medical care) and some tribal administration. The offices in all instances are owned by the tribe, and are staffed by people who may be on either Kawerak or the tribe's payroll depending on the positions and our agreements with the particular tribe. All staff in these offices, whether or not on Kawerak's payroll, are under the day-to-day supervision of the tribal councils.

10. In my opinion, the tribal/Kawerak offices served by the WAN are the tribal equivalent of health and human service department of any state government. Tribal and Kawerak staff in these offices provide a variety of health-related functions including counseling, alcohol and drug screening, community health education, environmental surveys, disaster coordination, as well as social services.

11. The Kawerak WAN has been funded from Kawerak compact funds and a USDA grant specifically for the WAN equipment. All staff in the offices are paid either from Kawerak compact funds or local tribal funds. We do not have any "non-compact" staff in these offices.

12. The difference in cost to the Kawerak compact between unsubsidized rates and the universal service fund rate is $1,900 per month per site versus $121.60 per month per site.

FURTHER AFFIANT SAYETH NOT.

Loretta Bullard

Subscribed and sworn to or affirmed before me at Nome, Alaska, on February 21, 2001.

Notary Public

My commission expires: 5/23/04

Carolyn Kulukhon, Notary Public
State of Alaska
My Commission Expires 5/23/2004

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COMPACT OF SELF-GOVERNANCE

&

ANNUAL FUNDING AGREEMENT

between

KAWERAK, INC.

and the

UNITED STATES OF AMERICA

EXHIBIT

2

COMPACT OF SELF-GOVERNANCE

between

KAWERAK, INC.[1]

and the

UNITED STATES OF AMERICA

* * * * * * * *

ARTICLE I - AUTHORITY and PURPOSE

Section 1. Authority. This agreement, denoted a Compact of Self-Governance (hereinafter referred to as the "Compact"), is entered into by the Secretary of the Interior (hereinafter referred to as the "Secretary"), for and on behalf of the United States of America pursuant to the authority granted by Title III of P.L. 100-472, and by Kawerak, Inc., for and on behalf of the tribes of the Bering Straits region of Alaska, pursuant to the Articles and Bylaws of Kawerak, Inc., and the Constitutions and Bylaws of the member Tribes.

Section 2. Purpose. This Compact shall be liberally construed to achieve its purposes:

(a) This Compact is to carry out an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 100-472, which is intended as an experiment in the areas of planning, funding and program operations within the Government-to-Government relationship between Indian Tribes and the United States. The Demonstration Project encourages experimentation in order to determine how to improve this Government-to-Government relationship and promote the perpetuation of the member tribes of Kawerak. The outcome of the experiments can not be known in advance, and each experiment, as reflected in each

Note: Footnote explanations are attached at the end of the Annual Funding Agreement.

specific Compact, binds no party beyond the terms of each specific Compact.

(b) This Compact is to enable Kawerak and/or member tribes who may be administering their own programs under subcontract with Kawerak, to redesign programs, activities, functions, and services of the Bureau of Indian Affairs; to reallocate funds for such programs, activities, functions, or services according to tribal priorities; to provide such programs, activities, functions, and services, as determined by Kawerak or any subcontracting member tribes; to enhance the effectiveness and long term financial stability of Kawerak and the individual member tribal governments; and to reduce the Federal-Indian service bureaucracy.

(c) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to Kawerak and its member tribes through establishment of a meaningful demonstration policy and project for tribal self-governance as proposed by Kawerak which will allow the member tribes of Kawerak to: take their rightful place in the family of governments in the federal constitutional system; remove federal obstacles to effective self-governance; reorganize tribal government programs and services; and provide a documented example for the development of future Federal-Indian policy. This policy of tribal self-governance shall permit an orderly transition from federal domination of programs and services to allow Indian tribes meaningful authority to plan, conduct, and administer those programs and services to meet the needs of their people. To implement the Self-Governance Project, the Department of the Interior is also expected to reorganize to provide the same level of service to other tribal governments and demonstrate new policies and methods to provide improved service delivery to address tribal needs. In fulfilling its responsibilities under the Compact, the Secretary hereby pledges that the Department will conduct all relations with Kawerak on a government-to-government basis.

Section 3. Tribal Law and Forums. To the extent applicable, the duly enacted laws and regulations of the member tribes shall be applied in the execution of this Compact, and the powers and decisions of the tribal court or courts of the members shall be respected, to the extent that federal law, construed in accordance with the applicable canons of construction and Title III of P.L. 100-472, is not inconsistent.

Article II - Terms, Provisions and Conditions

Section 1. Term. The term of this Compact begins January 1, 1992 and shall extend thereafter throughout the time period authorized by Title III of P.L. 100-472, and any subsequent amendments thereto.

Section 2. Effective Date. Once this compact is approved by the member tribes of Kawerak, and signed by an authorized representative of Kawerak and the Secretary, it shall be forthwith submitted by the Secretary or an authorized representative and Kawerak to the Select Committee on Indian Affairs of the United States Senate, the Committee on Interior and Insular Affairs of the United States House of Representatives and to the tribes served by the Nome Agency, and shall be effective ninety (90) days after such submission, unless otherwise provided by law. Successor Annual Funding Agreements shall be likewise submitted.

Section 3. Funding Amount. Subject only to the appropriation of funds by the Congress of the United States and to adjustments pursuant to Section 106 (b) of P.L. 100-472, the Secretary or an authorized representative shall provide to Kawerak the total amount specified in the Annual Funding Agreement incorporated by reference in Article VI, Section 2.

Section 4. Payment. Payments shall be made as expeditiously as possible in compliance with applicable Treasury Department regulations and shall include

financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. To the extent authorized by law, and as specified in the Annual Funding Agreement, for each fiscal year covered by the Compact, the Secretary or an authorized representative will make available the funds specified for that fiscal year by paying to Kawerak the negotiated funding pursuant to the current federal P-638 Payment System.

Section 5. Reports to Congress. In order to implement Section 305 of Title III of P.L. 100-472, on each January 1 and July 1 throughout the period of the Compact, the United States shall make a written report to the Congress, which shall separately include the views of Kawerak and its member tribes, concerning the relative costs and benefits of carrying out this Compact, based on mutually determined baseline measurements jointly developed by the parties pursuant to Section 17 of this Article.

Section 6. Audits.

(a) Kawerak shall provide to the Secretary's Designated Official an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. Section 7501, et seq., and shall adhere to generally accepted accounting principles and Circular A-128 of the Office of Management and Budget as follows:

(i) The costs of this Compact consist of the direct and support costs, including indirect costs, actually incurred in the performance of this Compact, determined in accordance with the cost principles set forth in the OMB Circular A-87 in effect as of October 1, 1990; provided, however, that if the Office of Management and Budget revises any provisions of such Circular:

1. The revisions shall not apply to the Compact unless agreed to by Kawerak or until the Secretary determines their applicability as

provided below.

2. The Secretary shall immediately review the revisions in consultation with Kawerak to determine if the revisions are detrimental to the self-governance project or inconsistent with the intent of the Act.

3. If it is determined that the revisions are neither detrimental nor inconsistent with the intent of the Act, the Secretary will amend this Compact to include those revisions.

(ii) Consistent with the intent of Title III of P.L. 100-472, and subject to the concurrence of the Office of Management and Budget which the Secretary or an authorized representative shall make best efforts to obtain, and subject to the OMB decision letter of 7/16/91, regarding the request to relax and/or eliminate a number of administrative requirements, including certain provisions of Circular A-87, allowable costs without secretarial approval shall include:

1. **Depreciation and Use Allowances.** The computation of use allowances or depreciation shall be based on the acquisition cost of the assets involved. Where actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used in the computation.

2. **Publication and printing costs.** Publication costs include the costs of printing or other reproduction through the information media (including processes of composition, plate making, press work, binding, and the end products produced thereby, including books, newspapers and newsletters, as well as radio, television and the production of video tapes) for any purpose in support of Compact programs, including, but not limited to,

providing program-related information to the Native community.

3. **Rental/Lease Costs.** The building, space, and related facility costs of space, land and personal property whether or not owned by a Tribe are allowable subject to any statutory limitations and to the extent that they are reasonable in light of such factors as rental cost of comparable property; fair market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.

4. **Automatic Data Processing Equipment (ADP).** The costs of ADP equipment are allowable whether or not owned by Kawerak subject to any statutory limitations and to the extent that they are reasonable in light of such factors as rental cost of comparable property; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.

5. **Supplemental Funding.** Costs incurred to obtain supplemental funds are allowable to the extent that funds generated are used to further the contract goals and objectives. Funds generated are treated as program income. Costs of investment counsel and staff and similar costs incurred to enhance income from fund raising efforts are allowable.

6. **Investment Management.** These costs are unallowable. However, costs associated with investments covering pension, self-insurance or other funds which include Federal participation are allowable.

7. **Idle Facilities and Idle Capacity.** These costs, exclusive of repairs and maintenance, are unallowable, except to the extent they are

necessary to accommodate for fluctuation in workload, or they were necessary when acquired but are now idle because of changes in program requirements or other causes which could not have been reasonably foreseen.

8. **Interest.** These costs are unallowable except for those pertaining to charges incurred for: (i) Interest paid on capital expenditures such as buildings, major building reconstruction and remodeling, or acquisition or fabrication of capital equipment; and (ii) interest on loans entered into as a result of delays by the Secretary in providing the funds under the award in accordance with the advance payment or reimbursement schedule agreed to.

9. **Lobbying.** Lobbying costs of contractors are unallowable to the extent prohibited by applicable statutory restrictions; and

10. **Professional Service and Litigation Costs.** Cost of legal, accounting, consulting and related costs in connection with the prosecution or defense of claims against the Federal Government in court are unallowable. The costs of such services in connection with contract disputes or other matters related to the performance of the contract until a final administrative decision is reached are allowable.

(b) No other audit or accounting standards, except as specified in Article IV, Section 2, shall be required by the Secretary or an authorized representative of Kawerak. To the extent that tribal law is not inconsistent, small and minority business audit firms shall be afforded maximum practical opportunity to participate in fulfilling the requirements herein. The preference requirements of the Indian Self-Determination and Education Assistance Act, as amended, 25 U.S.C. Section 450e(b), shall apply to such audits pursuant to Section 2

of Article V of this Compact.

Section 7. Records. The following provisions will supplement tribal law on document disclosure and will govern record keeping associated with this Compact:

(a) Except for previously provided copies of tribal records which the Secretary or an authorized representative demonstrates are clearly required to be maintained as part of the Department of the Interior's record keeping system, tribal records shall not be deemed federal records, and shall not be subject to the Privacy Act, 5 U.S.C. Section 552a, or the Freedom of Information Act, 5 U.S.C. Section 552.

(b) Kawerak and the member tribes which receive direct funding pursuant to subcontracts with Kawerak shall maintain accurate record keeping systems, and provide reasonable access to records to the Secretary or an authorized representative, which permits the Department of the Interior to meet its minimum legal record keeping program requirements under the Federal Records Act, 44 U.S.C. Section 3101, et seq., and which will allow for retrocession of this Compact in whole or in part pursuant to Section 13 of this Article.

(c) Kawerak and member tribes shall maintain in their record keeping systems all documents necessary for the annual audit requirement in Section 6 of this Article. and shall provide reasonable access to records to the Secretary or an authorized representative.

Section 8. Property.

(a) At the request of Kawerak, the Secretary or an authorized representative shall make available to Kawerak reasonable divisible real property, facilities, equipment, and personal property that the Department had previously utilized to provide the programs, activities, functions and services now consolidated by Kawerak pursuant to Article III of this Compact. Unless otherwise prohibited by federal statute, this shall

include the transfer to Kawerak of real property held, but no longer utilized by BIA. A mutually agreed upon list specifying the property, facilities, and equipment so made available shall also be prepared and periodically revised.

(b) Subject to the agreement of the General Services Administration, the Secretary hereby delegates to Kawerak the authority to acquire such "excess" property as may be appropriate in the judgement of Kawerak to support the programs, activities, function, and services designated under Article III of this Compact. The Secretary or an authorized representative agrees to make best efforts to assist Kawerak in obtaining such confiscated or excess property as may become available to tribes or local governments. Subject to the agreement of the General Services Administration, a Screener Identification Card (General Services Administration Form 2946) shall be issued to Kawerak no later than the effective date of this Compact. The Designated Official shall upon request assist Kawerak in securing the use of this Card.

(c) Kawerak shall upon acquisition of excess United States Government property provide adequate documentation to the Secretary or an authorized representative so that such property can be properly recorded in the Bureau of Indian Affairs Property Inventory.

(d) Kawerak shall determine what capital equipment, leases, rentals, property or services, it shall require to perform its obligations under Title III of this Compact, and shall acquire and maintain records of such capital equipment, property rentals, leases, property or services through tribal procurement procedures.

Section 9. Use of Motor Vehicles. Subject to the agreement of the General Services Administration, the Secretary hereby authorizes Kawerak to obtain Interagency Motor Pool vehicles and related services, if available, for performance of any activities under this Compact.

Section 10. Savings/Carry-Over. If it becomes apparent that the funds allocated by Kawerak pursuant to its budget process are in excess of that needed for such activity, Kawerak may reallocate that excess to any other activity allowable under the Compact. Any funds not expended during the term of any of the fiscal years of this Compact may be carried over to the succeeding fiscal year, but such carry-over shall not diminish the amount of funds that Kawerak is authorized to receive in that succeeding fiscal year or in any subsequent fiscal year.

Section 11. Regulatory Authority. The Secretary and Kawerak agree to utilize the following procedures governing the establishment and application of regulations under this Compact:

(a) Program Rules. Kawerak and those member tribes directly administering funds received pursuant to this Compact through Kawerak agree to abide by all existing federal program rules published in the Federal Register in carrying out the programs, services and functions under the Compact, except that Kawerak, and any subcontracting member tribes acting through Kawerak, may adopt their own rules to be used in place of the existing federal rules. However, if Kawerak and/or any member tribes decide to replace federal rules written notice shall be provided to the Designated Official.

(b) Federal Regulations. In order to put to good use the Secretary's waiver authority as authorized by Section 303(e) of P.L. 100-472, the Secretary will seek to expedite the waiver of any federal regulation which the Secretary or Kawerak determines will present an obstacle to the carrying out of the Compact, its purposes, and the programs, activities, functions, and services pursuant to the Compact, under the following procedures:

(i) prior to the effective date of the Compact, the Secretary or an authorized representative and Kawerak will seek to identify any federal regulations that may require waiver in order effectively to carry out the Compact;

(ii) if at any time Kawerak determines that one or more specific federal regulations require waiver to effectively carry out the Compact, Kawerak may submit a written request for waiver to the Designated Official and the Secretary shall render a written decision to Kawerak within thirty (30) days of receipt of the request.

(iii) The Secretary shall act in the best interest of Kawerak and its tribal members and shall grant the requested waiver unless he determines that the applicable statutes cannot reasonably be interpreted as permitting the requested waiver.

Section 12. Disputes.

(a) Obligations of the United States under this Compact shall be deemed the same as "duties" under Section 110 of the Indian Self-Determination and Education Assistance Act Amendments of 1988, P.L. 100-472.

(b) In addition or as an alternative to remedies and procedures prescribed by section 110 of the Indian Self-Determination and Education Assistance Act Amendments of 1988, P.L. 100-472, the parties jointly may:

(i) Submit disputes under this Compact to third-party mediation, which for purposes of this Section means that the Secretary or an authorized representative and Kawerak nominate third parties who together choose a third party mediator ("third-party" means a person not employed by or significantly involved with either Kawerak or the Secretary or the Department of the Interior); or

(ii) Submit the dispute to a tribal court with competent jurisdiction; or

(iii) Submit the dispute to mediation processes provided for under tribal law, or rules and regulations adopted by Kawerak.

(c) The Secretary and Kawerak shall be bound by decisions reached by mediation processes, tribal court, or agreed upon decision-making processes, but shall not be bound by any decision which shall be in conflict with the interests of other tribes or the United States.

Section 13. Retrocession. The retrocession provisions of Section 105(e) of P.L. 100-472, and any regulations thereunder, are herein adopted, except that the effective date of such retrocession of this Compact, in whole or in part, shall be forty-five (45) calendar days from the date of request by Kawerak unless Kawerak requests an effective date that is more than forty-five (45) calendar days, in which case Kawerak's requested date shall be the effective date of such retrocession. If the United States and Kawerak mutually agree to an effective date of less than forty-five (45) calendar days from the date of the request by Kawerak, the mutually-agreed upon date shall be the effective date of such retrocession.

Section 14. Tribal Administration Procedures. Tribal law and tribal forums shall provide administrative due process rights pursuant to the Indian Civil Rights Act of 1968, 25 U.S.C. Section 1301, et seq., to protect the rights that persons, or groups of persons may have with respect to services, activities, programs, and functions that are provided by Kawerak pursuant to this Compact.

Section 15. Successor Annual Agreement. Negotiations for a successor Annual Funding Agreement, as provided for in Article VI, Section 2, shall begin no later than 120 days in advance of the conclusion of the preceding Annual Funding Agreement. Pursuant to Section 301 and Section 303(a) of P.L. 100-472, the Secretary shall make best efforts to continue and to promote this demonstration project in preparing budgets for subsequent years. Kawerak is hereby assured that future funding of successor Annual Funding Agreements shall only be reduced pursuant to the provisions of Section 106(b) of the Indian Self-Determination and Education Assistance Act Amendments of 1988, P.L. 100-472. The Secretary or an

authorized representative agrees to prepare and supply relevant information, and promptly to comply with Kawerak's requests for information reasonably needed to determine the funds that may be available for a successor Annual Funding Agreement as provided for in Article VI, Section 2 of this Compact.

Section 16. Secretarial Approval.

(a) Every contract entered into by Kawerak or a member tribe in connection with a program, activity, function, or service encompassed by this Compact, shall be in writing, identify the interested parties, their authorities and purposes, state the work to be performed, the basis for any claim, the payments to be made, and the term of the contract which shall be fixed. Contracts which are in accordance with the requirements of this section but which might be void without Secretarial approval under 25 U.S.C. Section 81, shall be expeditiously reviewed by the Secretary under the following procedure:

(i) If at anytime Kawerak determines that a contract may be subject to 25 U.S.C. Section 81, Kawerak may submit a written request for approval to the Designated Official and the Secretary or an authorized representative shall render a written decision to Kawerak within thirty (30) days of receipt of the request.

(ii) If the Secretary or an authorized representative determines that 25 U.S.C. Section 81 does not apply, he shall proceed to review the contract and shall make a determination indicating that he would not wish his view of 25 U.S.C. Section 81 to subject the contract to an assertion it is null and void and, and not wishing to disrupt Kawerak's legitimate contracting activity, has accommodated Kawerak by reviewing and approving (or disapproving) the contract.

(b) If any power or act of Kawerak or its member tribes,

including amendments to Kawerak's Articles and Bylaws, or amendments to the member tribes Constitutions relevant to this Compact, is subject to the approval of the United States under the relevant Articles, Constitution and/or Bylaws, and a written request for such approval is neither granted nor denied within thirty (30) days following the making of such request, such approval shall be deemed to have been granted.

Section 17. Establishment of Baseline Measures. Baseline measures for programs, services, functions, and activities previously performed by the B.I.A., Kawerak or any of its member tribes under the authority of P.L. 93-638 or other legal authority, shall be established by mutual agreement within 90 days of the signing of this Compact, and reviewed by Kawerak and the B.I.A. following the signing of each successor Annual Funding Agreement.

ARTICLE III - OBLIGATIONS OF KAWERAK, INC.

Section 1. Consolidation. With the exception of the specific responsibilities of the United States identified and retained in Article IV, Section 3, and the programs, activities, functions, and services pursuant to either P.L. 95-471, or Title XI of P.L. 95-561, Kawerak and the subcontracting member tribes will perform the programs, activities, functions and services as provided for in the Annual Funding Agreement, as provided for in Article VI, Section 2 of this Compact. To the extent a program, activity, function, or service included within such Annual Funding Agreement is included within a contract or grant, that contract or grant is terminated and the parties' obligations shall be governed by this Compact.

Section 2. Amount of Funds. The total amount of funds covered by the consolidation and redesign provided for in Section 1 of this Article that the Secretary or an authorized representative shall make available to Kawerak shall be determined in an Annual Funding Agreement between the Secretary and Kawerak, which shall be incorporated in its entirety in this Compact and attached

hereto as provided for in Article VI, Section 2.

Section 3. Tribal Programs. Kawerak and any member tribes under subcontract with Kawerak agree to provide such programs, activities, functions, and services that are identified in the Annual Funding Agreement, subject to any modifications, revisions or additions Kawerak may subsequently make. Kawerak and its member tribes pledge to practice utmost good faith in upholding its responsibility to provide such programs, activities, functions and services.

Section 4. Trust Services for Individual Natives. To the extent that the Annual Funding Agreement endeavors to provide trust services to individual Natives that were formerly provided by the Secretary or an authorized representative, Kawerak will maintain at least the same level of service as was previously provided by the Secretary or an authorized representative. Kawerak pledges to practice utmost good faith in upholding its responsibility to provide such service. Trust Services for individual Natives means only services that pertain to land, financial management connected to individually held allotments, or reindeer.

Section 5. Reallocation. Reallocation of funds from one program, activity, function, or service to another shall be governed only by tribal law and/or internal procedures, rules and regulations as Kawerak and/or its member tribes under subcontract may establish and shall not require Secretarial consent. In the event a reallocation involves 30% or more, on a cumulative annual basis, of funds for a physical resource trust or trust fund management function performed by Kawerak or a member tribe, Kawerak shall provide notice to the Secretary's Designated Official, together with an explanation of how any applicable trust responsibility will continue to be fulfilled.

Article IV - Obligations of the United States

Section 1. Trust Responsibility. The United States reaffirms its trust responsibility to the member tribes of Kawerak, the tribes' individual members, and to protect and conserve the trust resources of the member tribes and individual Natives. Nothing in this Compact is intended to, nor should be interpreted, to terminate, waive, modify or reduce the trust responsibility of the United States to the member tribes of Kawerak or individual Natives. The Secretary pledges to practice utmost good faith in upholding said trust responsibility.

Section 2. Trust Evaluations. The United States shall require in accordance with this Compact an Annual Trust Evaluation of any physical resource trust management function being performed by Kawerak or any member tribe pursuant to Article III and the Annual Funding Agreement. Evaluations shall not be burdensome and shall be conducted on a cost effective basis. Without prejudicing the Secretary's statutory authorities, such trust evaluations are intended to enable the United States to exercise its necessary supervision or oversight relative to its trust obligations to Kawerak's tribal members, provided that Kawerak or any member tribe under subcontract may specifically impose on itself additional requirements in addition to those provided under Article III above and the Annual Funding Agreement.

(a) For purposes of this section an Annual Trust Evaluation means a program outcome evaluation to determine whether the responsibility of the United States, as reflected in federal law or in Section 1 of this Article, is being met.

(b) Information and analysis obtained in the performance of such evaluations shall be immediately provided to Kawerak's designated representative. Kawerak agrees to cooperate in trust evaluations.

(c) If the United States' Designated Official determines from such evaluations, or from any other source, that trust resources are endangered by the action or inaction of kawerak or any of its subcontracting member tribes,

the United States' Designated Official shall immediately notify Kawerak of its specific concerns relative to the specific, identified, physical trust asset.

(d) Unless a physical trust asset is in imminent jeopardy, which for purposes of this Compact shall mean either significant devaluation or loss of an asset or significant loss or devaluation of the income from such asset caused by the action or inaction of Kawerak or any of its subcontracting member tribes, which would occur within sixty (60) days, the United States shall not take back the responsibility for management of that endangered trust resource, but to the extent resources are available, shall provide sufficient and appropriate assistance to Kawerak, or as applicable, a member tribe, to enable the protection, and conservation of trust assets. If the physical trust asset is in imminent jeopardy, as defined in this subsection, the United States shall, upon two (2) days advance written notice to Kawerak, immediately take over the responsibility for the management of such endangered physical trust asset, and may use a reasonable portion of funds remaining available for such program for that purpose, notwithstanding any other provisions of this Compact.

Section 3 - Programs Retained. As specified in the Annual Funding Agreement, the United States hereby retains the programs, services, functions, and activities with respect to Kawerak and its member tribes that are not specifically assumed by Kawerak in the Annual Funding Agreement. The Secretary agrees that a Program Outcome Evaluation shall be performed by a Compact Evaluation Team, which shall consist of one representative of the Secretary, and one representative of Kawerak, annually as to each program, activity, function, or service which is retained by the United States pursuant to this Section. Evaluations shall not be burdensome and shall be conducted on a cost effective basis. The findings and recommendations of the Evaluation Team shall be reported to Kawerak and the Secretary or an authorized representative.

Section 4 - Financial and other Information. Kawerak and all of its member tribes shall be eligible for new programs, activities, services and functions on the same basis as other tribes and the Secretary or an authorized representative shall advise Kawerak of the funding available for such programs. To assist Kawerak in monitoring compliance with Section 303(a)(6) of P.L. 100-472, the United States shall provide Kawerak with:

(a) monthly copies of Bureau of Indian Affairs' Status of Obligations reports of the Central Office concerning Juneau Area obligations, or in the event a new reporting system is implemented by B.I.A., the closest equivalent replacement report; and

(b) monthly Status of Obligations, or in the event a new reporting system is implemented by B.I.A., the closest equivalent reports of the Juneau Area Office and Nome Agency Office concerning programs, activities, functions and services performed in the Juneau Area Office and Nome Agency Office which are comparable to those performed by Kawerak under this Compact; and

(c) revisions in such program plans, guidelines or budgets as they are made.

Responses providing other information which may be requested by Kawerak shall be made within ten (10) working days.

ARTICLE V - OTHER PROVISIONS

Section 1 - Designated Official. On or before the effective date of this Compact, both the United States and Kawerak shall provide each other with a written designation of a senior official as its representative/liaison official for notices, proposed modifications to the Compact and other purposes under this Compact.

Section 2 - Indian Preference in Employment, Contracting

and Subcontracting. Applicable policies or rules of Kawerak, or the tribal law, rules or regulations of subcontracting member tribes shall govern the provision of Indian preference in employment, contracting and subcontracting pursuant to this Compact. Section 104 of P.L. 100-472 shall apply to individuals who leave federal employment for tribal employment.

Section 3 - Insurance. Kawerak or any member tribes under subcontract with Kawerak pursuant to this Compact shall be fully covered by such liability insurance or equivalent coverage that the Secretary or an authorized representative provides or obtains pursuant to Section 102(c) of the Indian Self Determination and Education Assistance Act Amendments of 1988, P.L. 100-472. Additionally, Kawerak and subcontracting member tribes shall be fully covered by all liability coverage under the Federal Tort Claims Act that is made available to the Secretary or an authorized representative or to P.L. 93-638 contractors and their employees under federal law, as the same may be amended from time to time, and shall be responsible in the same manner as P.L. 93-638 contractors.

Section 4 - Compact Modifications. To be effective, any modifications of this Compact shall be in writing, and shall require the written consent of Kawerak and the United States. Any modifications proposed by Kawerak shall be reviewed and acted upon within thirty (30) of receipt by the Designated Official.

Section 5 - Construction. In the implementation of this Compact, the Secretary, to the extent feasible, shall interpret Federal laws and regulations in a manner that facilitates this Compact, in accordance with Section 303(e) of P.L. 100-472.

Section 6 - Officials Not to Benefit. No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise therefrom; but this provision shall not be

construed to extend to any contract under this Compact if made with a corporation for its general benefit.

Section 7 - Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For each breach or violation of this warranty the Government shall have a right to annul any contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 8 - Penalties. The parties agree that the criminal penalties set forth in 25 U.S.C. 450(d) apply to all activities conducted pursuant to this Compact.

Section 9 - Wage and Labor Standards. To the extent applicable, Kawerak and any subcontracting member tribes agree to abide by the wage and labor provisions set forth in 25 U.S.C. 450(e) as to all laborers and mechanics employed by contractors in the construction, alteration, or repair, including painting or redecorating of buildings or other facilities in connection with this Compact.

ARTICLE VI - ATTACHMENTS

Section 1 - Approval of Compact. The resolutions of the member tribes of Kawerak approving this Compact are attached hereto as Attachment 1.

Section 2 - Annual Funding Agreement. The negotiated and duly approved Annual Funding Agreement with respect to Kawerak identifying those programs, services, functions, and activities to be performed, and the funds to be

provided, is hereby incorporated in its entirety in this Compact and attached hereto as Attachment 2. This Compact shall be in effect only during the term of any such Annual Funding Agreement.

DATED THIS 30 **DAY OF** September, **1991.**

KAWERAK, INC.

By: _____
Stanton Katchatag, Chairman

By: _____
Loretta Bullard, President

UNITED STATES OF AMERICA,
DEPARTMENT OF THE INTERIOR

By: _____
Eddie F. Brown
Assistant Secretary - Indian Affairs

KAWERAK, INC. Compact of Self-Governance

ATTACHMENT I.
LIST OF ORIGINAL TRIBAL AUTHORIZING RESOLUTIONS
(THE ORIGINAL RESOLUTIONS ARE IN KAWERAK COMPACTING FILES)

Stebbins Community Association, Resolution 91-03-09, dated 9/11/91.

Native Village of Teller, Resolution 91-09-06-01, dated 9/6/91.

Native Village of Mary's Igloo, Resolution 91-09-06-04, dated 9/6/91.

Tasikmiute Tribe, Native Village of St. Michael, Resolution 91-09-17, dated 9/17/91.

Chinik Eskimo Community, Resolution 91-03, dated 9/10/91.

Native Village of Gambell, Resolution 91-03, dated 9/15/91.
(Note: Gambell withdrew from the Kawerak Compact in FY 1995.)

Native Village of Solomon, Resolution 91-09-01, dated 9/21/91.

Native Village of Shishmaref, Resolution 91-09, dated 9/30/91.

Native Village of Shaktoolik, Resolution 91-06, dated 9/12/91.

Native Village of Savoonga, Resolution 91-11, dated 9/18/91.

Native Village of Brevig Mission, Resolution 91-02, dated 9/20/91.

Native Village of Council, Resolution 91-09-03, dated 9/11/91.

Native Village of White Mountain, Resolution 91-09-16-01, dated 9/16/91.

Native Village of Unalakleet, Resolution 91-01-91, dated 9/23/91.

Native Village of Diomede, Resolution 91-04, dated 9/25/91.

Native Village of Wales, Resolution 91-02, dated 9/26/91

Native Village of Elim, Resoluiton 91-02, dated 9/25/91.

Native Village of Koyuk, Resoluiton 91-05, dated 9/10/91.

King Island Native Community, Resoluiton 91-04, dated 10/1/91.

(Note: Nome Eskimo Community joined the Kawerak Compact in FY 1996.)