



GAMYU

Issue #04

February 15, 2013

The Great Spirit created Man and Woman in his own image. In doing so, both were created as equals. Both depending on each other in order to survive. Great respect was shown for each other; in doing so, happiness and contentment was achieved then, as it should be now.

The connecting of the Hair makes them one person; for happiness or contentment cannot be achieved without each other.

The Canyons are represented by the purples in the middle ground, where the people were created. These canyons are Sacred, and should be so treated at all times.

The Reservation is pictured to represent the land that is ours, treat it well.



The Reservation is our heritage and the heritage of our children yet unborn. Be good to our land and it will continue to be good to us.

The Sun is the symbol of life, without it nothing is possible – plants don't grow – there will be no life – nothing. The Sun also represents the dawn of the Hualapai people. Through hard work, determination and education, everything is possible and we are assured bigger and brighter days ahead.

The Tracks in the middle represent the coyote and other animals which were here before us.

The Green around the symbol are pine trees, representing our name Hualapai – PEOPLE OF THE TALL PINES -

HUALAPAI TRIBE OFFICE OF THE CHAIRPERSON

Sherry J. Counts
Chairwoman

P.O. Box 179 • Peach Springs, Arizona 86434 • (928) 769-2216
1-888-769-2221

Philbert Watahomigie, Sr.
Vice Chairman

Feb. 12, 2013

Members of the Hualapai Tribe:

Thank you for contacting me with your questions about the U.S. District Court decision regarding the Grand Canyon Skywalk dispute. I wanted to share some important facts with our community and address any of your concerns.

I'm very proud of the Hualapai Tribe and our many successes over the last several months:

- In December, Grand Canyon West saw its highest visitor count in history, with more than 5,200 tourists from around the world coming to GCW.
- The Hualapai Tribe has been successfully managing operations at the Grand Canyon Skywalk since we terminated our contract with Mr. Jin. We are proud of this accomplishment and believe it bodes well for finishing the work Mr. Jin failed to complete, while giving our visitors the experience they deserve.
- The Tribe has taken over management of our pontoon operation and the Ranch. This is a critical step for our economic self-determination and helps ensure success in those business ventures for decades to come.
- We recently broke ground on the Tribe's child-care facility, which will give dozens of children the opportunity to learn and grow in a beautiful environment. We all look forward to the completion of that important project.
- Our culture, arts and language classes are thriving, and it gives me great joy to know that so many children are learning the Hualapai language.

Regarding the U.S. District Court ruling on Monday, the Tribal Council is discussing a variety of legal options. As you know, we have always considered an array of possibilities to bring this painful and avoidable matter to a resolution. That includes paying Mr. Jin fair-market value for the Skywalk management agreement, which he has repeatedly turned down in an effort to take more money from the Hualapai people.

The Tribal Council remains eager to find a resolution to this situation with Mr. Jin. I will, of course, keep you posted as we move forward with this process. Please let me know if you have any questions or feedback.

Sincerely,


Sherry J. Counts
Chairwoman, Hualapai Tribe

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February 15, 2013

30 DAY PUBLIC REVIEW & COMMENT

The Hualapai Tribal Council is requesting public review and comments on the draft Hualapai Indian Tribe's Minor's Trust for 30 days, effective February 15, 2013 through March 29, 2013.

Please get your comments into Wanda Easter at the Hualapai Tribal Administration Office by March 29, 2013.

Philbert Watahomigie, Sr.

Vice Chairman

Summary of Certain Articles of Hualapai Indian Tribe's Minors' Interest

ARTICLE II -- TRUST CREATION, PURPOSE, AND OWNERSHIP

- This Article describes the creation of the trust as a "Grantor trust" under the Internal Revenue Code, which is important for tax purposes.
- Section 2.3 clarifies that the Tribe, and not the beneficiaries, own the principal of the trust.

ARTICLE III -- CONTRIBUTION AND ELIGIBILITY

- Section 3.1 describes the source of the contribution (that is, the portion of the settlement that has been set aside for the minors). The Tribal Council will adopt, by separate resolution, an allocation plan which will describe in further detail how the contributions will be disbursed to the beneficiaries. (Basically, the plan simply will say that each minor is allocated an equal per-capita amount of the settlement payment.)
- Section 3.2 further details establishing and maintaining eligibility of a beneficiary.

ARTICLE IV -- STATUS OF TRUST FUND

- Article 4 deals with the mechanics of the trust.
- Specifically, it establishes the following:
 - The trust fund is the sole property of the Tribe (Again, this is important for tax reasons).
 - A beneficiary's interest is not subject to the claims of a creditor and may not be pledged/attached upon.
 - The Trustee shall determine the trust investments.
 - How earnings/losses should be credited.
- This Article also establishes certain duties of the Trustee including the establishment of a bookkeeping account and reporting requirements.
- Finally, this section discusses the limitation on liability of the Tribe—specifically, the Tribe's obligation to pay a beneficiary is limited to the account balance for that beneficiary.

ARTICLE V -- DISTRIBUTIONS TO TRUST BENEFICIARIES

- This Article deals with the payments/distributions to beneficiary.
- Specifically, under 5.1(b), once a minor attains the age of 18, the account balance shall be distributed.

ARTICLE VI -- DISTRIBUTIONS WHEN TRIBE IS INSOLVENT

- The trust is subject to the claims of general creditors of the Tribe.
- This section describes the effect of insolvency on the distributions to the beneficiaries.

ARTICLES X -- XII -- TRUSTEE

- These Articles deal with the Trustee and any successor trustee
- Article X deals with the appointment and specific powers/responsibilities of the Trustee and the Tribe's indemnification of the Trustee.
- Article XI deals with the resignation and removal of a Trustee and transfer to a successor Trustee.
- Article XII addresses the appointment of a successor Trustee.

ARTICLE XIII -- IRREVOCABILITY, AMENDMENT OR TERMINATION

- Once formed, the trust is irrevocable. However, the trust agreement may be amended pursuant to the terms of this Article.
- The Trust only terminates once the beneficiaries are no longer entitled to receive benefits pursuant to the trust agreement.

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ARTICLE I DEFINITIONS

Whenever used in this Trust Agreement, the following words and phrases shall have the meanings set forth below, unless the context plainly requires a different meaning. When the defined meaning is intended, the term is capitalized. Except as otherwise indicated by context, terms used in the singular may also include the plural, and terms used in the plural may also include the singular.

Section 1.1 Account. "Account" means the separate bookkeeping account established under the Trust pursuant to Section 4.5 on the behalf of each Beneficiary to hold his or her share of the Trust Fund.

Section 1.2 Beneficiary. "Beneficiary" means a member of the Tribe for whom an Account under Section 4.5 has been established.

Section 1.3 Code. "Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated and in effect there under.

Section 1.4 Contribution. "Contribution" means the portion of the settlement payments received by the Tribe in connection with the lawsuit denominated *The Hualapai Tribe v. Kenneth L. Salazar, et al.*, filed in the United States District Court for the District of Columbia on December 28, 2006, Case Number 06cv02239 that are contributed to the Trust under Section 3.1.

Section 1.5 Effective Date. "Effective Date" means the effective date of the Tribal Council resolution adopting this Trust Agreement.

Section 1.6 Eligible Member. "Eligible Member" means an individual (i) who is duly enrolled in the Tribe as of the Effective Date, (ii) who is neither in arrears on any personal loans made by the Tribe nor the obligor of any past due outstanding debt to the Tribe, and (iii) who has not yet attained age 18.

Section 1.7 Insolvency/Insolvent. "Insolvency" or "Insolvent" means the Tribe is unable to pay its debts as they become due or the Tribe is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

Section 1.8 Investment Policy. "Investment Policy" means the policy adopted by the Tribe to provide guidance on and the minimum performance standards of the investment vehicles in which the Trust Fund may be invested.

Section 1.9 Tribal Council. "Tribal Council" means the Hualapai Tribal Council. With respect to the Tribe's duties and powers set forth in this Trust Agreement, the Tribal Council has the authority to act on behalf of the Tribe.

Section 1.10 Tribal Court. "Tribal Court" means the judicial branch of the Tribe.

Section 1.11 Tribe. "Tribe" means the Tribe of the Hualapai Indian Reservation, Arizona.

Section 1.12 Trust. "Trust" means the Hualapai Indian Tribe's Minors' Trust, established under this Trust Agreement.

Section 1.13 Trust Agreement. "Trust Agreement" means Hualapai Indian Tribe's Minors' Trust Adopted Pursuant to Resolution No. _____, effective on _____, 2013, and as may hereafter be amended from time to time.

Section 1.14 Trust Fund. "Trust Fund" means the Contribution made to the Trust as principal and the earnings or losses thereon, until such amounts are distributed under Article V.

Section 1.15 Trustee. "Trustee" means the trustee or trustees qualified and acting from time to time.

ARTICLE II TRUST CREATION, PURPOSE, AND OWNERSHIP

Section 2.1 Creation; Purpose. The Tribe hereby creates and establishes the Trust. The purpose of the Trust is to hold and invest the Contribution on behalf of the Eligible Members.

Section 2.2 Grantor Trust. The Trust is intended to be an irrevocable grantor trust, of which the Tribe is the grantor, within the meaning of Sections 671 through 679 of the Code, and shall be construed accordingly.

Section 2.3 Tribe as Owner; Right of Beneficiaries and Creditors of the Tribe. The Tribe shall be the owner of the principal of the Trust and any earnings or losses thereon. The Trust Fund shall be held separate and apart from other funds of the Tribe and shall be used exclusively for the benefit of the Beneficiaries (and, to the extent provided in Section 6.2, general creditors of the Tribe) as set forth herein. The Beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, the Trust Fund or any assets of the Trust. At all times during the continuance of the Trust, the Trust Fund shall be subject to the claims of the Tribe's general creditors under applicable federal, state, local and Tribal law.

ARTICLE III CONTRIBUTION AND ELIGIBILITY

Section 3.1 Contribution.

(a) Source of Contribution. The Contribution shall be made from a portion of the settlement payments described in Section 1.4 and shall be per capita payments for the benefit of the Eligible Members in accordance with an allocation plan adopted by the Tribe.

(b) **Amount of Contribution.** The Tribal Council shall hold a meeting to determine, in its discretion, the amount of the Contribution to make to the Trust on behalf of the Eligible Members entitled thereto.

(c) **Timing of Contribution.** The Contribution shall be made and allocated to the Account of each such Beneficiary on a per capita basis, as of the Effective Date, as determined by the Tribal Council. Neither the Trustee nor any Beneficiary shall have any right to compel such deposits.

Section 3.2 Rules for Establishing and Maintaining Eligibility.

(a) **Establishing Children as Beneficiaries.** Eligibility and, to the extent applicable, any benefit waiting period, shall be determined based solely on the tribal membership roll.

(b) **Maintaining Eligibility Where Member Has Past Due Liability.** Tribal members who are in arrears on personal loans made by the Tribe or have any past-due outstanding debt to the Tribe may be required to bring their debt current to be considered an Eligible Member. Any member refusing to correct a delinquency may have his or her per capita share of the Contribution that would otherwise be contributed to this Trust automatically offset by the outstanding principal balance of the debt. If the Tribe elects to offset, Tribal members with a past-due outstanding debt shall be notified of such liability in writing by the Tribe at least thirty (30) days prior to the Contribution. Any Tribal member who has been notified of an outstanding debt and who reasonably believes such debt is not owed can request a hearing before the Tribal Court.

(c) **Impact of Violation of Certain Tribal Laws on Eligibility.** Any Tribal member who violates any law of the Tribe that specifically provides for the withholding of per capita benefits as a penalty or remedy, as the case may be, may have his or her share of the Contribution withheld in accordance with such law, provided such law was duly adopted within thirty (30) days prior to distribution of per capita benefits and comports with the Indian Civil Rights Act and provided that the Tribal member is afforded due process in contesting the violation.

ARTICLE IV STATUS OF TRUST FUND

Section 4.1 **Property of the Tribe.** The Trust Fund shall remain solely the property of the Tribe and subject only to the claims of the Tribe's general creditors, until such amounts are used to make distributions in accordance with Article V. The Tribe is not obligated to purchase any property or rights to support the promises made under this Trust to each Beneficiary.

Section 4.2 **Not Subject to Alienation by the Beneficiary.** The interest of any Beneficiary shall not be subject to the claims of any creditor of the Beneficiary, or spouse for alimony or support, or others, or to legal process (including an equitable division of property incident to the dissolution of marriage), and may not be voluntarily or involuntarily alienated or encumbered, anticipated, assigned (either at law or equity), pledged or subject to attachment,

garnishment, levy, execution, bankruptcy or other legal or equitable process. Additionally, the assets of this Trust shall not be considered the Beneficiary's assets in any way, including for purposes of determining the Beneficiary's eligibility to receive support from other sources in connection with the Beneficiary's financial hardship.

Section 4.3 Investment by Tribe. The Trustee shall direct the investment of the Trust Fund to the extent permitted in applicable investment vehicles and in accordance with the Investment Policy. A Beneficiary shall not, under any circumstances, acquire any property or beneficial interest in any investment asset of the Tribe by virtue of his or her participation in this Trust.

Section 4.4 Earnings and Losses. Any earnings, losses, and changes in market value of the underlying investment funds shall be credited to each Beneficiary's Account each calendar quarter in accordance with each Beneficiary's Account balance relative to the Account balances of all other Beneficiaries. Such earnings, losses, and changes in market value shall be credited to each Beneficiary's Account on a quarterly basis until it is distributed to the Beneficiary.

Section 4.5 Accounts. The Trustee shall establish a separate bookkeeping account on behalf of each Eligible Member under the Trust. Each Account shall be adjusted for the applicable Beneficiary's share of:

- (a) The Contribution made under Section 3.1;
- (b) Earnings or losses credited to the Trust Fund under Section 4.4; and
- (c) Distributions under Article V.

Section 4.6 Report of Account Balance. The Trustee shall advise the parent or guardian of each Beneficiary of his or her Account balance at least annually on a date determined by the Trustee.

Section 4.7 Extent of Tribe Liability. The obligation of the Tribe to pay a Beneficiary the amounts contributed to the Trust on his or her behalf shall be limited to the Account balance for that Beneficiary, as determined from time to time in accordance with Section 4.5. The Tribe's obligation shall not be increased by the amount, if any, by which the Eligible Member's share of the amount contributed under Section 3.1 exceeds the Beneficiary's Account balance.

ARTICLE V DISTRIBUTIONS TO TRUST BENEFICIARIES

Section 5.1 Timing and Form.

(a) **In General.** Any distributions to a Beneficiary shall be made to such Beneficiary in accordance with Section 5.1(b). Notwithstanding the foregoing, any advance distributions made to a Eligible Member due to an unforeseen emergency shall be made in accordance with Section 5.4.

(b) **Minor Eligible Members.** In the case of any Eligible Member who has attained the age of 18, the Account balance of such Beneficiary shall be distributed by the Trustee to the Beneficiary.

Section 5.2 Tax Reporting. At the time of distribution to the Beneficiary or another party on behalf of the Beneficiary, the Trustee shall make provision for any applicable tax, reporting, and/or withholding (as directed by the Tribe) that may be required with respect to the payment of benefits.

Section 5.3 Death of Beneficiary. If the Beneficiary should die before his or her Account is distributed in full under Section 5.1 or Section 5.4, as applicable, his or her Account may be paid subject to a valid will or trust of the Beneficiary. If no such will or trust exists, the Beneficiary's share may be paid under applicable Arizona or tribal intestacy laws. If neither the Arizona nor tribal intestacy law applies, the Beneficiary's Account shall escheat to the Tribe as soon as administratively feasible. The Tribal Council shall be responsible for notifying the Trustee of the Beneficiary's death.

Section 5.4 Advance Emergency Distributions. Prior to the time the Beneficiary reaches the age of eighteen (18), the Trustee may, in its sole discretion, authorize distributions from the Trust Fund to the Beneficiary, to his or her parents or guardians, or directly to a third-party provider to defray unreimbursed medical expenses or other expenses for health, education or welfare incurred by or on behalf of the Beneficiary, provided that such distributions do not exceed such member's Account balance at the time of distribution. Any request for such disbursements shall include a detailed budget and justification for amounts necessary to meet essential living needs (including specific health, education, or welfare costs). The petitioning parent or guardian must show that the amounts requested to defray unreimbursed medical expenses or expenses for health, education, or welfare are reasonable and necessary. The Trustee may also require that the petitioning parent or guardian submit receipts documenting expenditures made from funds disbursed hereunder before any future disbursements are made.

To receive a distribution under this Section, the applicant must satisfy such rules and procedures that are adopted by the Trustee; provided that such rules are consistent with this Section 5.4. The Trustee, after due consideration of the facts and in its sole discretion, shall determine whether an advance distribution shall be made. If such application for an advance emergency distribution is approved by the Trustee, the distribution shall be payable in a single payment as soon as administratively feasible after such approval.

Notwithstanding the foregoing provisions of this Section 5, it is the Tribe's intention that the Trust assets be held for the benefit of the Beneficiaries. Such amounts may be distributed in advance only upon proof that the Beneficiary (and any individual acting on the Beneficiary's behalf) does not have access to other possible sources of support, including:

(a) federal, state, and local government sources of support for similarly situated individuals;

(b) reimbursement or compensation by insurance or otherwise; or

(c) the Beneficiary's own assets (or the assets of the Beneficiary's immediate family), to the extent that the liquidation of such assets would not itself cause financial hardship.

Any individual aggrieved by a decision of the Trustee may appeal to the Tribal Court; provided a distribution may only be awarded consistent with this section.

Section 5.5 Determination of Benefits. The entitlement of a Beneficiary to amounts held in the Trust shall be determined by the Trustee, and any claim for such amounts shall be considered and reviewed under the procedures set out in this Trust Agreement.

Section 5.6 Review Procedures for Distributions.

(a) Distributions under Section 5.1. The Trustee may prescribe procedures for Beneficiaries who wish to obtain review of whether a distribution under Section 5.1 has been properly made. After the Trustee's (or Tribal Court's, as applicable) evaluation of the request for review, the Trustee's (or Tribal Court's, as applicable) final decision shall be made and communicated to the claimant within 90 days of receipt of the request by the Trustee (or Tribal Court, as applicable), unless special circumstances require an extension. The communication shall identify the reasons for the Trustee's (or Tribal Court's, as applicable) determination and shall reference any pertinent Trust provisions upon which the decision is based.

(b) Distributions under Section 5.4. The Trustee or the Tribal Court may also prescribe procedures for Beneficiaries who wish to obtain review of whether a distribution under Section 5.4 has been properly made. After the Tribal Court's evaluation of the request for review, the Tribal Court's final decision shall be made and communicated to the claimant within 90 days of receipt of the request by the Tribal Court, unless special circumstances require an extension. The communication shall identify the reasons for the Tribal Court's determination and shall reference any pertinent Trust provisions upon which the decision is based. Any determination by the Tribal Court of a reconsidered claim shall be made in the Tribal Court's sole discretion.

ARTICLE VI DISTRIBUTIONS WHEN TRIBE IS INSOLVENT

Section 6.1 Suspension of Distributions. The Trustee shall cease regular and advance emergency distributions of Accounts to Beneficiaries and hold the assets in trust for the benefit of the Tribe's general creditors during any period when the Tribe is Insolvent or if the Trustee believes or has reason to believe that the Tribe is Insolvent.

Section 6.2 Claims of Creditors. At all times during the continuance of this Trust, the Trust Fund shall be subject to claims of general creditors of the Tribe under any applicable federal, state, or Tribal law, as set forth below.

(a) The Tribal Council shall have the duty to inform the Trustee in writing of the Tribe's impending Insolvency. If a person claiming to be a creditor of the Tribe alleges in writing to the Trustee that the Tribe has become Insolvent, the Trustee shall notify the Tribal Court and the Tribal Court shall conduct an investigation to determine whether the Tribe is Insolvent and, pending such determination, the Tribal Court may direct the Trustee to discontinue the distribution of any funds allocable to the Beneficiaries under the Trust.

(b) Unless the Trustee knows or has reason to know of the Tribe's Insolvency (e.g., by receiving notice from the Tribe or a person claiming to be a creditor alleging that the Tribe is Insolvent), the Trustee shall have no duty to inquire whether the Tribe is Insolvent. The Trustee may in all events rely on such evidence concerning the Tribe's solvency as may be furnished to the Trustee and that provides the Trustee with a reasonable basis for making a determination concerning the Tribe's solvency.

(c) If at any time the Tribal Court determines that the Tribe is Insolvent, the Trustee shall suspend payments to the Beneficiaries and shall hold the assets of the Trust Fund for the benefit of the Tribe's general creditors.

(d) The Trustee shall resume the payment of benefits to the Beneficiaries in accordance with Article V of this Trust Agreement only after the Tribal Court has determined that the Tribe is not Insolvent (or is no longer Insolvent).

(e) Nothing in this Trust Agreement shall in any way diminish any rights of the Beneficiaries to pursue their rights as general creditors of the Tribe with respect to benefits due under this Trust or otherwise.

Section 6.3 Resumption of Distributions. Provided that there are sufficient assets in each affected Beneficiary's Account, if the Trustee suspends the payment of benefits from the Trust pursuant to Section 6.2 and subsequently resumes such payments under Section 6.2(d), the first payment following such discontinuance shall include the aggregate amount of all payments due to the Beneficiary under the terms of this Trust for the period of such discontinuance, less the aggregate amount of any payments made to the Beneficiary by the Tribe in lieu of the payments provided for hereunder during any such period of discontinuance.

ARTICLE VII LIMITATION ON PAYMENTS

Except as provided in Article VI (Distributions When Tribe Is Insolvent) and Section 5.3 (Reversion to Tribe at Death of Beneficiary) hereof the Tribe, Tribal Council, and Tribal Court shall have no right or power to direct the Trustee to return to the Tribe or to divert to others any portion of the Trust Fund before all payments of benefits have been made to the Beneficiaries pursuant to the terms of this Trust.

ARTICLE VIII AUTHORITY OF TRIBE AS GRANTOR

During the term of this Trust, and as long as the Tribe has not relinquished any of the powers set forth in this Article VIII, the trust estate under this Trust Agreement is intended to be a "grantor trust" in its entirety, of which the Tribe shall be treated as the owner for federal income tax purposes within the meaning of Sections 671 through 679 of the Code, and the provisions of this Trust Agreement shall be construed in accordance with that intention. Accordingly, the Tribe, acting through the Tribal Council, shall have the right, at any time and from time to time, and in its sole discretion without the approval or consent of any person in a fiduciary capacity, to reacquire trust assets by substituting other property of equivalent value.

ARTICLE IX DISPOSITION OF INCOME

During the term of this Trust, all income received by the Trust, net of expenses and taxes, shall be accumulated and reinvested.

ARTICLE X TRUSTEE

Section 10.1 Appointment. The Tribal Council has the authority to appoint the original and any successor Trustee(s). If there is more than one Trustee and any Trustee fails to qualify or ceases to serve and no successor is appointed, such Trustee need not be replaced and the remaining Trustee or Trustees may act alone. No bond or other security will be required in any jurisdiction of any Trustee.

Section 10.2 Administration. Any requirement that any Trustee qualify in court is waived.

Section 10.3 Special Powers and Duties. In exercising all powers conferred by law or by this Trust Agreement, the Trustees empowered to act shall do so unanimously except as otherwise provided by law and as described below:

(a) Delegation and Control. The Trustee(s) empowered to perform a particular ministerial or discretionary act may delegate authority to perform such act to any one or more of them. Whenever such authority has not been so delegated as to a particular act and there are three or more Trustees acting under this Trust Agreement who are empowered to perform such act, the same may be performed, on behalf of all, by a majority to those empowered, with or without the concurrence of the minority. No Trustee who failed to join or concur in such act shall be held liable for the consequences thereof. If any successor Trustees are not corporate Trustees, such successor Trustees shall from time to time designate one or more of the Trustees who shall have the responsibility for physical possession and custody of all the Trust Fund and for maintaining all trust books, records, and accounts; provided that the Trustees shall have the power to employ accountants or other agents to maintain all trust books, records, and accounts. If Trustee and any successor Trustee continue to be a corporate Trustee, then, whenever acting, the corporate Trustee alone shall have custody of the Trust Fund and shall maintain or employ accountants or other agents to maintain all trust books, records, and accounts.

(b) **Control Over Bank Accounts.** A Trustee, without the signature or concurrence of any other Trustee, may deposit funds into, withdraw funds from, and draw checks upon any bank account held as in the Trust Fund in performance of the duties, powers, and responsibilities conferred or imposed upon the Trustee generally under this Trust Agreement.

(c) **Accounting by Trustee.** Trustee shall keep accurate and detailed records of all investments, receipts, disbursements, and all other transactions required to be made, including such specific records as shall be agreed upon in writing between the Tribal Council and Trustee. The Trustee shall provide such records upon written request from a Beneficiary.

Section 10.4 General Powers. Except as otherwise limited by this Trust Agreement, Trustee shall have the following powers or duties, which are exercisable without approval, order, or license of any court:

(a) **Administration.** This Trust shall be administered by the Trustee, unless delegated to another individual(s), committee, or entity. The Trustee shall have all powers necessary to administer the Trust, including, without limitation, the discretionary authority to interpret the provisions of this Trust Agreement, to decide all questions of eligibility, to establish rules and forms for the administration of the Trust, and to appoint individuals, committees, and entities, and any other agents they deem advisable to assist in the administration of the Trust.

(b) **Disposition.** To sell, exchange, or otherwise dispose of any asset upon any terms and conditions to any person, corporation or entity, whether or not a Beneficiary, Trustee, or agent under this Trust Agreement.

(c) **Investment.** To exercise any of the powers contained in the Arizona Trust Code, enacted by the legislature of the State of Arizona being Chapter 11 of Title 14 of the Arizona Revised Statutes.

(d) **Dealing With Assets.** To hold any of the Trust Fund in the Trustee's name without disclosure of fiduciary capacity or in the name of a nominee and to exercise all rights and powers respecting any assets that could be exercised by a competent adult owning the same.

(e) **Deposits.** To deposit cash in any depository, notwithstanding personal interest in the depository.

(f) **Distributions.** To determine values, distribute like and unlike assets to different beneficiaries or trusts, make distributions in cash or kind at any time.

(g) **Agents, Delegation.** To employ agents, lawyers, investment counsel, accountants, banks, or trust companies and others to delegate both ministerial and discretionary powers to them with liability only for reasonable care in their selection and without regard to any prohibition regarding self-dealing or conflict of interest by fiduciaries and to pay for services rendered by such persons as a Trust administration expense.

(h) **Tax Returns.** To prepare and file any and all fiduciary tax returns, if any, that may be required by law.

(i) **Other Powers.** To exercise all other powers conferred on fiduciaries generally by law, to the extent they are not inconsistent with other provisions of this Trust Agreement, and to perform all other acts necessary or advisable to administer the Trust.

Section 10.5 Actions of the Trustee. Subject to the review provisions in Section 5.6, all determinations, interpretations, rules, and decisions of the Trustee shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Trust.

Section 10.6 Limitation of Powers. Notwithstanding any powers granted to the Trustee pursuant to this Trust Agreement or to applicable law, the Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains from there within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Code.

Section 10.7 Responsibility. The Trustee shall act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; provided, however, that Trustee shall incur no liability to any person for any action taken pursuant to a direction, request, or approval given by the Tribal Council or Tribal Court that is contemplated by, and in conformity with, the terms of this Trust and is given in writing by the Tribal Council or Tribal Court. In the event of a dispute between the Tribe and a party, the Trustee may apply to a court of competent jurisdiction to resolve the dispute. The Hualapai Indian Tribe waives its immunity from suit to actions that arise under this Trust Agreement in the Hualapai Tribal Court, and in such actions waives any claim of the failure to exhaust administrative remedies.

Section 10.8 Compensation and Expenses. The Tribe shall pay all administrative and Trustee's fees and expenses. If not so paid, the fees and expenses shall be paid directly from the Trust.

Section 10.9 Trustee Indemnification. If the Trustee undertakes or defends any litigation arising in connection with this Trust, the Tribe agrees to indemnify the Trustee against the Trustee's costs, expenses, and liabilities (including, without limitation, attorneys' fees and expenses) relating thereto and to be primarily liable for such payments. If the Tribe does not pay such costs, expenses, and liabilities in a reasonably timely manner, the Trustee may obtain payment from the Trust.

ARTICLE XI RESIGNATION AND REMOVAL OF TRUSTEE

Section 11.1 Resignation. Any Trustee shall have the power to resign, without the approval of the Tribe, Tribal Council, or Tribal Court by written instrument delivered to the Tribal Council at least 30 days before it is to be effective. In the event of the Tribal Council's

failure, refusal, or inability to appoint a successor Trustee upon the resignation of the last remaining Trustee, the Tribal Council shall serve as Trustee.

Section 11.2 Removal. The Tribal Council may remove a Trustee upon 10 days' written notice of such removal.

Section 11.3 Transfer to Successor Trustee. Upon resignation or removal of the Trustee and appointment of successor Trustee, all assets shall subsequently be transferred to the successor Trustee. The transfer shall be completed within 60 days after receipt of notice of resignation, removal or transfer, unless the Tribal Council extends the time limit. The successor Trustee may rely on a copy of any of the records of proceedings, resolutions, or votes of the Trustee, provided that such records are certified by one or more of the Trustees.

ARTICLE XII APPOINTMENT OF SUCCESSOR

Section 12.1 Appointment Effective. If the Trustee resigns or is removed in accordance with Section 11.1 or Section 11.2, the Tribal Council may appoint any third party, such as a bank trust department or other party, that may be granted trustee powers under state or Tribal law, as a successor to replace the Trustee upon resignation or removal. The appointment shall be effective when accepted in writing by the new Trustee, who shall have all of the rights and powers of the former Trustee. The former Trustee shall execute any instrument necessary or reasonably requested by the Tribe or the successor Trustee to evidence the transfer.

Section 12.2 Prospective Responsibility. The successor Trustee need not examine the records and acts of any former Trustee and may retain or dispose of existing Trust assets, subject to Article X hereof. The successor Trustee shall not be responsible for, and the Tribe shall indemnify and defend the successor Trustee from, any claim or liability resulting from any action or inaction of any prior Trustee or from any other past event, or any condition existing at the time they become successor Trustee.

ARTICLE XIII IRREVOCABILITY, AMENDMENT OR TERMINATION

Section 13.1 Amendment. This Trust Agreement shall not be subject to revocation. This Trust Agreement may be amended by a written instrument executed by the Trustee and approved by a majority of the members of the Tribal Council; provided, however, that any amendment that in any way limits the beneficial interests of any one or more of the Beneficiaries must be approved by a majority of the votes of all Tribal members who are eligible to vote on Tribal matters and no amendment shall make the Trust revocable. Any vote by Tribal members shall take place at a duly called Tribal Membership meeting which meeting shall take place no later than 90 days after the date a majority of the Tribal Council has approved such amendment.

Section 13.2 Termination. The Trust shall not terminate until the date on which the Beneficiaries are no longer entitled to benefits pursuant to the terms of this Trust Agreement. Upon termination of the Trust, any assets remaining in the Trust shall be returned to the Tribe.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Severability. Any provision of this Trust Agreement that is prohibited by law shall be ineffective to the extent of any such prohibition, without invalidating the remaining provisions hereof.

Section 14.2 Indemnification. The Tribal Council, the Trustee, and any person exercising properly delegated administrative functions or duties who is also an employee of the Tribe shall be indemnified by the Tribe from and against any and all liabilities (including any settlements) arising by reason of any act or failure to act made in good faith in accordance with the provisions of the Trust. For this purpose, liabilities include expenses reasonably incurred in the defense of any claim relating to the Trust.

Section 14.3 Governing Law. This Trust Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of Arizona.

ARTICLE XV

EFFECTIVE DATE

This Trust Agreement was adopted by the Hualapai Tribal Council by Resolution No. _____ dated _____, to be effective on _____.

[Signature appears on the following page.]

IN WITNESS WHEREOF, the Tribe have duly executed and delivered this Trust Agreement, and it is effective as of the date set forth in Article XV above.

Approved:

Name:

Its:

3218371/14431-0001

RESCHEDULE OF TRIBAL ENVIRONMENTAL REVIEW COMMISSION

DUE TO SCHEDULING WE HAVE CHANGED THE TRIBAL ENVIRONMENTAL REVIEW COMMISSION MEETING FROM THE FEBRUARY 20, 2013 TO FEBRUARY 27, 2013 AT 10 A.M. AT THE CULTURAL DEPARTMENT. IF YOU HAVE ANY QUESTIONS OR ANYTHING TO ADD TO THE AGENDA PLEASE CALL MICHELLE ZEPHIER AT THE HUALAPAI PLANNING DEPARTMENT AT 928-769-1310

Schedule for Mohave Pest Control Service Peach Springs Community



Attention ALL low rent tenants of Hualapai Housing, here is the 2013 schedule for Pest Control Service. All homebuyers & homeowners needing Pest Control Service can contact Lisa at (928) 377-3365. The cost to spray your home is \$29.00.

- | | | | | | |
|--------------|----------|--------------|----------|---------------|----------|
| • 01-08-2013 | 17-13 | • 05-14-2013 | 17-13 | • 09-10-2013 | 17-13 |
| • 01-22-2013 | 17-4 | • 05-28-2013 | 17-4 | • 09-24-2013 | 17-4 |
| • 02-12-2013 | 17-7&8 | • 06-11-2013 | 17-7&8 | • 10-08-2013 | 17-7&8 |
| • 02-26-2013 | 17-10&12 | • 06-25-2013 | 17-10&12 | • 10-22-2013 | 17-10&12 |
| • 03-12-2013 | 17-13 | • 07-09-2013 | 17-13 | • 11-12-2013 | 17-13 |
| • 03-26-2013 | 17-4 | • 07-23-2013 | 17-4 | • 11-26-2013 | 17-4 |
| • 04-09-2013 | 17-7&8 | • 08-13-2013 | 17-7&8 | • 12-10-2013 | 17-7&8 |
| • 04-23-2013 | 17-10&12 | • 08-27-2013 | 17-10&12 | • 12-17-2013* | 17-10&12 |

Services will be performed on the 2nd and 4th Tuesday of each month.

* notes change in rotation date, due to a holiday period.

Mohave Pest Control will only spray the Exterior Area of your rental, if you wish to have the interior area sprayed, please notify the Resident Specialist a few days before your project is scheduled.

Thank you.

Hualapai Tribal Forestry

By: Charles A. Murphy



Tribal Forestry has condemned a number of chainsaws that are no longer worth repairing. The saws may still have some good parts, however, local members are welcome to view the saws at the Hualapai Tribal Office and take one if they wish at no charge. I am only giving one per person on a first come first serve basis at this time.

2013 Hualapai FOOD HANDLER TRAINING

**Hualapai Heath & Wellness Center
Large conference room**

MONTH	DATE	TIME	INSTRUCTOR
January	Jan 24	10:00 AM - 12:00 PM	Isaac
April	Apr 18	10:00 AM - 12:00 PM	Isaac
June	Jun 20	10:00 AM - 12:00 PM	Isaac
August	Aug 15	10:00 AM - 12:00 PM	Isaac
Oct	Oct 24	10:00 AM - 12:00 PM	Isaac



Hualapai Adult Detention Center
P.O. Box # 69
924 Rodeo Way
Peach Springs, AZ -86434-
Phone #: (928) 769-2345
Fax#: (928) 769-2459



NEW VISITATION DAYS AND HOURS

EFFECTIVE FEBRUARY 2, 2013

*******BY APPOINTMENT ONLY*******

SATURDAY & SUNDAY

STARTING TIME	ENDING TIME
9:30 AM	11:30 AM
1:30 PM	4:30 PM
6:00 PM	8:00 PM

ALL VISITATIONS WILL BE APPOINTMENT ONLY. TO REQUEST AN APPOINTMENT PLEASE CALL 769-2345 MONDAY THRU FRIDAY 9:00 AM TO 4:00 PM.

VISITATION RULES

- 1. ALL VISITORS MUST PROVIDE SOME FORM OF PICTURE IDENTIFICATION TO THE OFFICER/S/ IN EXCHANGE FOR A VISITOR PASS.**
- 2. VISITATION WITH AN INMATE IS LIMITED TO 15 MINUTES (ONLY 4 PEOPLE ALLOWED IN VISITATION ROOM PER VISIT).**
- 3. NO ONE UNDER THE AGE OF 18 IS ALLOWED UNLESS ACCOMPANIED BY A PARENT OR GAURDIAN.**
- 4. IF A PERSON APPEARS TO BE INTOXICATED OR SMELLS OF ALCOHOL, A PORTABLE BREATH TEST CAN BE CONDUCTED FOR EVIDENCE OF BLOOD ALCOHOL CONTENT OF THE INDIVIDUAL***VISITATION WILL BE DENIED.**
- 5. ALL PURSES/BAGS MUST BE LEFT IN YOUR VEHICLE.**
- 6. ALL VISITORS MUST BE DRESSED APPROPRIATELY.**
- 7. NO FOOD, BEVERAGES, CELL PHONES, CAMERAS, CONTAINERS OR OTHER PROPERTY IS ALLOWED IN THE VISITING AREA.**
- 8. IF YOU HAVE BEEN INCARCERATED WITH IN THE LAST 90 DAYS YOU WILL NOT BE ALLOWED VISITATION.**



Hualapai Adult Detention Center
P.O. Box # 69
924 Rodeo Way
Peach Springs, AZ -86434-
Phone #: (928) 769-2345
Fax#: (928) 769-2459



- 9. WARRANT CHECKS WILL BE CONDUCTED ON ALL VISITORS.**
- 10. ALL VISITORS ARE SUBJECT TO SEARCH.**
- 11. VISITS MAY BE DENIED AT ANYTIME. DUE TO BEHAVIOR OF VISITOR /S/ AND INMATE.**
- 12. VISITORS MAYBE ASKED TO LEAVE THE FACILITY IN THE EVENT OF AN EMERGENCY.**
- 13. VISITATION MAYBE DENIED FOR THE ABOVE REASONS BUT LIMITED TO.**

IF YOU ARE A VICTIM OF DOMESTIC VIOLENCE YOU WILL NOT BE ALLOWED ANY TYPE OF COMMUNICATION WITH THE INMATE.

***** PLEASE BE AWARE THAT THIS IS SUBJECT TO CHANGE WITH OUT PRIOR NOTICE, THE INMATE CAN LOSE VISITATION RIGHTS DUE TO INAPPROPRIATE BEHAVIOR. VISITION IS A PRIVILEGE. DO NOT NEGLECT THIS PRIVILEGE *****



ADMINISTRATION FOR
CHILDREN & FAMILIES

90 7th Street, San Francisco CA 94103 www.acf.hhs.gov

January 17, 2013

Dear Colleague:

The federal Earned Income Tax Credit (EITC) can provide a working family with a refund up to \$5,981. The IRS estimates, however, that 20 percent of eligible workers fail to claim this important tax credit. We want to ensure that all low-income families who worked in 2012 know about the EITC.

We encourage you to celebrate the seventh annual EITC Awareness Day on Friday, January 25, 2013, by sponsoring or partnering to support an awareness event. The goal is to generate extensive print, electronic and social media coverage about the EITC, who is eligible and how to claim the tax credit. Materials to support awareness activities can be found on the EITC Central web site at www.eitc.irs.gov. Local EITC and asset building coalitions are also a good resource for EITC outreach materials and information. You can find your local coalition through an internet search or by emailing the IRS at eitc.program@IRS.gov.

There are many opportunities to promote EITC awareness through the EITC Central web site. You will find an

array of useful marketing tools, including communication messages, sample newsletter articles and how-to tips in both English and Spanish. In addition, many low-income families and individuals who claim the EITC use paid preparers even though they are eligible for free tax preparation assistance. Free tax preparation assistance is available through the IRS Volunteer Income Tax Assistance (VITA) program. Most VITA sites offer free electronic filing for faster refunds. VITA sites can be located through 211 and 311 information systems, by call 1-800-906-9887, and by searching for VITA sites on www.irs.gov.

EITC refunds can represent a major opportunity for low-income working families to build assets and increase their financial security. To provide additional opportunities to save at tax time, the IRS allows tax filers to automatically buy U.S. Saving Bonds when filing for tax refunds. Tax filers who are getting refunds can buy U.S. Saving Bonds for others, as well as for themselves and the Savings Bond purchase option is available to tax filers without bank accounts. The minimum bond purchase is \$50, making it possible to build savings one bond at a time. For more information on Savings Bonds, visit <http://bondsmakeiteasy.org/>.

EITC refunds can also be used to open Individual Development Accounts (IDAs) through an Assets for Independence (AFI) Project. IDAs are matched savings accounts that enable low income and low-wealth individuals to save for a specified goal within a defined time frame. This savings goals are homeownership, small business ownership, and post-secondary education. For more information on IDAs and EITC, visit <http://idaresources.org>

Please join us in getting the word out about EITC and these important financial resources. Together, we can ensure that all EITC eligible workers and families receive the credit that they earned.

Sincerely,
Robert E. (Bob) Garcia
Acting Regional Administrator

Heathy Relationships

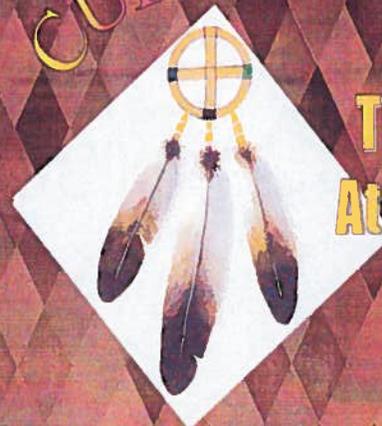
Mondays

5-7 p.m.

Social Services Building

Any questions please contact the Hualapai Human Services Office at 928.769.2269

CULTURAL NIGHT



Traditional
Attire Making

Story Telling



Wednesdays

6-8 p.m.

Social Services Building

Any questions please call the Hualapai Human Services at 928.769.2269

Hualapai Domestic Violence Program Women's Support Group

Thursdays

6-8 p.m.

Social Services
Building



ANY QUESTIONS PLEASE
CONTACT THE HUALAPAI
HUMAN SERVICES AT
928.769.2269

IT'S THAT TIME OF THE YEAR AGAIN

**DO YOU HAVE A JOB? HAVE
MONEY DOWN? COME IN TODAY
GUARANTEED CREDIT APPROVAL!**

*DON'T WAIT FOR YOUR TAX MONEY
TO COME IN TO BUY A CAR OR TRUCK,
BRING US YOUR W2 AND LET US DO
YOUR TAXES FOR YOU AND WE WILL
GET YOU INTO A RIDE TODAY! CALL FOR
DETAILS

"TAX TIME IS HERE!" Hello my name is Evan Scott.
Don't know where to go or what to do, but your
looking for a reliable vehicle? Don't know who to trust?
"Come in today and find out why my CUSTOMERS come
back for all their buying needs."

CALL TODAY 928.640.2867

**GET YOUR NEW CAR
OR TRUCK TODAY!!!!**



5160 N. Test Drive - Flagstaff, AZ 86004
(928) 522-2720 - Fax (702) 567-2261
JLundie@FindlayAuto.com • www.FlagVW.com

Bring in newslet-
ter for an extra
\$500.00 off any
new or pre-
owned vehicle!

**MAY 25-27, 2013
MEMORIAL WEEKEND**

**39th PHIPPEN MUSEUM
WESTERN ART SHOW & SALE**



FREE ADMISSION ON PRESCOTT'S
HISTORIC COURTHOUSE PLAZA

phippenartmuseum.org

SPECIAL EVENT

APRIL 6, 2013 7 PM
YAVAPAI COLLEGE PERFORMING ARTS
CENTER



TICKETS AVAILABLE FEBRUARY 4, 2013
Ticket prices range from \$20 to \$45
www.ycpac.com or 928 776 2000
**DON EDWARDS
AND RICH O'BRIEN
WITH THE
PRESCOTT POPS
SYMPHONY**

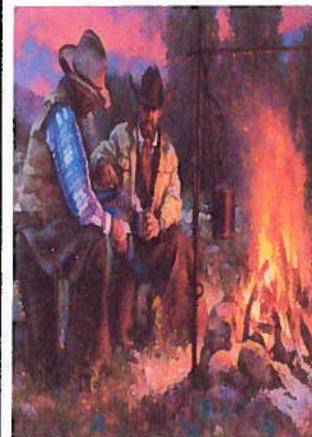


donedwardsmusic.com

prescottpops.com

AUGUST 8-10, 2013

**26th ARIZONA
COWBOY POETS
GATHERING**



Thursday
Aug 8
Baxter
Black
Friday
Aug 9
Dave
Stamey
Saturday
Aug 10
Belinda
Gail

TICKETS
AVAILABLE
JUNE 3

azcowboypoets.org

EDUCATION & TRAINING INFORMATION

Job Corps Outreach & Admission Office

Community Partners,

Due to the recent announcement of the enrollment suspension, the Job Corps Outreach and Admissions office will be closed February 6th, 2013 until further notice.

Any questions you have regarding the status of enrollment for an applicant you have referred will be addressed by the Phoenix Job Corps admissions office at 602-322-2886 after that date.

Any applicant who has completed the interview process and whose file is still awaiting documents has been sent to the Phoenix office, and documents can be faxed to the efax number below, or their

fax number which is 602-322-7087 putting it to my attention. If mailing documents, mail to: Phoenix Job Corps-Admissions Attn: Ann Tatham/Reid Graser 518 S. 3rd St. Phoenix, Arizona 85004

Any applicant who has completed the interview process and whose file has all required documents has been sent to the Phoenix office, and will still be processed and held until the suspension is lifted. The admissions/records department will attempt to contact each applicant on file to see if they are still interested when the suspension is lifted.

Any applicant who has not completed the interview process must reapply when the suspension is lifted.

You may contact the Phoenix Job Corps center at 602-322-2886 or 602-254-5921 if you have additional questions regarding the status of the suspension. You may also log on to the website www.jobcorps.gov to see any updates.

Ann M. Tatham
US Job Corps Outreach & Admissions
2625 N. King St.
Flagstaff, AZ 86004
(928) 774-0500 Office
(404) 207-1115 EFax



February 7, 2013

PEACH SPRINGS SCHOOL

P.O. Box 360
Peach Springs, AZ 86434
928 769 2813
Dr. Anthony J. Perkins, Superintendent

Art Students of the Week

The following Students were Selected for the week of February 7, 2013

Deleane Benson
8th Grade, Mr. Medal

Courtney Powskey
8th Grade, Mr. Medal

Jubren Siyuja
8th Grade, Mr. Medal

Kobe Siyuja
8th Grade, Mr. Medal

Annette Smith
8th Grade, Mr. Medal

Donnell Yazzie
2nd Grade, Ms. Rich

DeAndre Lewis
6th Grade, Mrs. Guthrie

Congratulations to these creative students!

Hualapai Higher Education Deadline Dates

Summer - April 1st
Fall/Winter - July 1st
Spring - November 1st

Education Corner: Vivian's New Hours

I am in the office 9:00 a.m. to 12 noon,
Monday - Thursdays and
8:00 a.m. to 12 noon.

GED/on-line high school classes

MONDAY - FRIDAY
1:00 p.m. - 4:00 p.m.

5:00 p.m. - 6:00 p.m.
Computer hour for 13 years and older

Congratulations!!!

Kim Davis has received her GED!!

This is a great accomplishment!!!



You can reach Vivian at 928-769-2200 here at the Hualapai Training Center.

PEACH SPRINGS ELEMENTARY SCHOOL

**Kindergarten Round Up
Wednesday, February 13, 2013**

11:00 a.m.-1:00 p.m.

&

4:00 p.m.-6:00 p.m.

**Complete a registration
packet, meet the
Kindergarten teachers,
and select a kindergarten
testing time for
February 21st**



Peach Springs Unified School District No. 8
Peach Springs Elementary School-403 Diamond Creek Road
Peach Springs, Arizona 86434

Dear Peach Springs Elementary School Kindergarten to Grade 2 Parents,

It is important to inform you of some significant changes to Arizona Revised Statutes regarding the promotion and retention of third grade students **next year**. We are asking that you continue to be an integral part of your child's second grade academics to assure success for the upcoming school year.

Please note that these changes do not take effect until the school year 2013-14. This school year's second grade students (2012-13) will be the first group of third grade students to be impacted by this legislation.

The newly revised law states that a student shall not be promoted from the third grade if the student obtains a score on the AIMS reading test (or a successor test) that demonstrates he or she is **reading far below the third grade level**. It remains critically important that all of Peach Spring Elementary School Second grade students are reading proficiently by the end of third grade.

Beginning in 2013-2014 school year, there are two exemptions from ARS §15-701.

In accordance with the new law, a school district or governing board or the governing body of a charter school may be allowed to promote a pupil who earns an AIMS score that falls far below the third grade level for any of the following reasons:

- English Language Learners or Limited English Proficient that have received less than two years of English instruction; and
- Students with disabilities provided that the pupil's individualized education program (IEP) team and the pupil's parent or guardian agree that promotion is appropriate based on the pupil's IEP.

The revised statute (A.R.S. § 15-701) can be accessed at the following website:

<http://www.azleg.gov/ars/15/00701.htm> . If you have questions or need additional information please contact Transformation Coordinator, Mr. Fernando P. Madrid, at (928) 769-2202 ext. 119 or email madridf@psusd8.org .

PEACH SPRINGS ELEMENTARY SCHOOL

Stanford 10 Countdown-2.5 months-April 15th (Grade 2)

AIMS Countdown-2.5 months-April 15th (Grades 3-8)

February 2013 Events

February 4th Home game v. Mt. Tipton 4:00 p.m. Girls/5:00 p.m. Boys

February 5th Governing Board Meeting 5:30 p.m.

Away game v. Black Mountain 4:30 p.m. Girls/5:30 p.m. Boys

February 7th **Half day Progress Reports and Parent/Teacher Conferences**

Kindergarten Dismiss 11:30 a.m./Grades 1-8 Dismissal 12:30 p.m.

February 12th Bullying Prevention (Part 1) classes for Grades K-1

February 13th Bullying Prevention (Part 2) classes for Grades K-1

February 18th No School-Presidents Day

February 19th **Parent Academy 6:00-8:00 p.m. Life Skills** (Food will be served)

February 21st 100th day of school

Teens Actively Seeking Kindness-Bullying classes for grades 6-8

Kindergarten Testing for 2013/2014 school year students

March 4-7 Benchmark Testing

March 7th End of Third Grading Period

March 11-14 Spring Break

Tutoring is available Monday-Wednesday every week. Please sign your child up for additional assistance. We have teachers waiting to help.

Volunteers are needed to assist in the Library. Tribal employees receive three (3) hours a week of paid volunteer time to assist in the school. Please consider using this time.

Homework is important and is an extension of your child's day to practice and keep their academic skills sharp. By providing time and motivation your child will come to school happy and be prepared for the next challenge. We need our children to be the next *intelligent* leaders. Signing your child's planner ensures that you have checked their homework and shows your child you care.

Tardies are still high. YOU have the power as a parent to change this habit. School starts at 7:45 a.m.

Thank you parents for encouraging your child to do well.

Love goes a long way.

2012 - 2013

Peach Springs School YEARBOOK Dedications

Buy

Buy a dedication to celebrate your Peach Springs student. Congratulate them on a great year, show their hard work, or send them to High School with a special note.

Sell

Try and get a local business owner (Peach or Kingman) to buy an ad. The Yearbook offers great exposure to Peach Springs Families.

<u>Size</u>	<u>Family Rates</u>	<u>Business Rates</u>
3 lines of text (90 characters)	\$5.00	N/A
1/8 page (4.2x2.7in)	\$10.00	\$25.00
1/4 page (4.2x5.5in)	\$20.00	\$50.00
1/2 page (8.5x5.5in)	\$50.00	\$100.00
1 page (8.5x11in)	\$100.00	\$200.00

HOW

Just send Mrs. Morrison a photo and what you want to say, and the yearbook staff will make it for you. If you want to create your own ad, just send a high resolution PDF. Attach materials below or email your dedication to morrisonn@psusd8.org. Payment must be submitted with the dedication order.

Return this form to your teacher. PLEASE DON'T FORGET TO INCLUDE YOUR PAYMENT.

Child's Name _____ Teacher _____

Your Name _____ Email _____ Phone _____

Choose Size/Rate: _____ 3 lines _____ 1/8 Page _____ 1/2 Page _____ Full Page

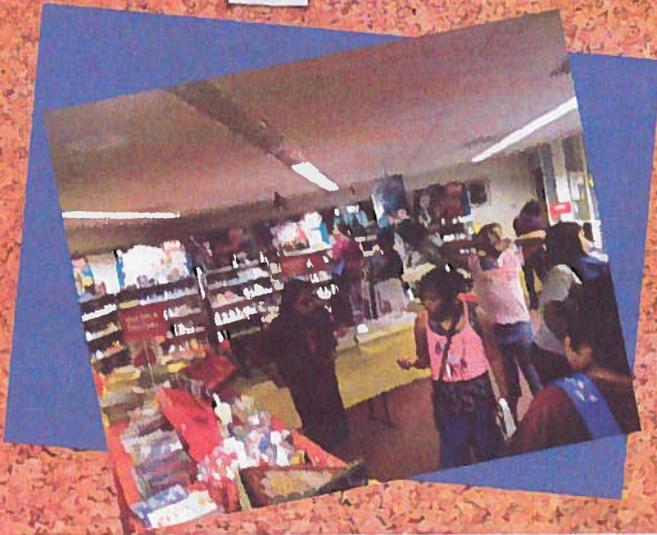
Check One ** If you are purchasing more than one ad, please fill out one form for each ad. **

Message: _____

Submittal Deadline is February 28th, 2013

yearbook

'12-13



PEACH SPRINGS SCHOOL

ORDER YOUR BOOK BY APRIL 11, 2012!

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44 PAGES

FULL COLOR

PEACH SPRINGS SCHOOL YEARBOOK ORDER FORM

Student Name _____

Homeroom Teacher _____ RM# _____

Phone Number _____

I would like to order _____ (quantity) yearbooks

Make checks payable to: Peach Springs School Student Council
Return order form to: Mrs. Morrison; along with your payment.

Questions?
Mrs. Morrison 769-2613
morrisonn@psusd8.org



YOU'RE INVITED TO OUR BOOK FAIR

READING GIVES YOU SUPER POWER!



Dates: March 4th - 8th, 2013

Times: Monday - Wednesday = Noon - 4:45 pm
Thursday = Noon - 7pm / Friday = 10am - 3pm

Where: Peach Springs School Library



 SCHOLASTIC

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HEALTH & SAFETY INFORMATION

Fatty foods: Xtreme Eating Awards 2013

<http://www.cbsnews.com> | Credit: Center for Science in the Public Interest



The Country Fried Steak & Eggs at IHOP is made up of deep-fried steak with gravy, two fried eggs, deep-fried potatoes, and two buttermilk pancakes. The meal has a total of 1,760 calories, 23 grams of saturated fat, 3,720 milligrams of sodium, and 11 teaspoons of added sugar.

HEART HEALTH AWARENESS

February is National Heart Month — a great time to make sure your ticker is tickin' properly. We've all heard it: change your diet, maintain a healthy weight, be physically active, quit smoking. But why? Can this advice **REALLY HELP** you lower your cholesterol and improve your heart health? **YES!** Making small changes in your daily routine can add up to big benefits and help you live a healthier, more balanced life.



LOOK CAREFULLY AT YOUR DIETARY HABITS AND START FITTING EXERCISE INTO YOUR DAILY ROUTINE. THESE TYPES OF CHANGES CAN REALLY PAY OFF WHEN IT COMES TO PROTECTING YOUR HEART AND PREVENTING MAJOR ILLNESS OR DEATH.

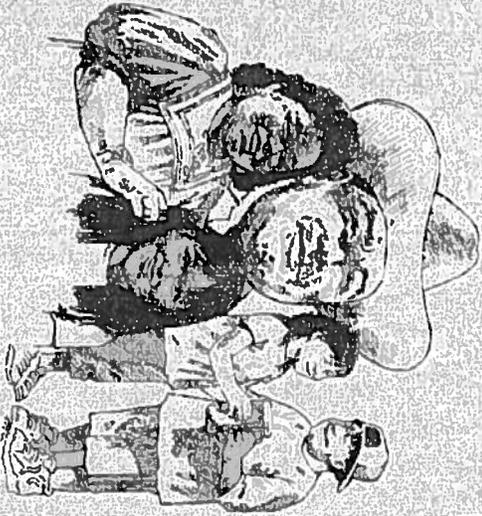
What is pre-diabetes?

Pre-diabetes happens when a person's blood sugar is higher than normal, but not high enough to be diabetic.

Other names for this problem are:

- ▶ borderline diabetes
- ▶ impaired glucose tolerance
- ▶ impaired fasting glucose

All of these problems mean a person has blood sugars that are higher than normal.



Pre-diabetes is not that big of a deal, right?

If a person:

- ▶ Has any pre-diabetes increases a person's chance for heart disease.
- ▶ It can also lead to diabetes.

People who have pre-diabetes can take steps NOW to not get diabetes.

Could I have pre-diabetes and not know it?

Yes. People who have pre-diabetes don't feel anything. In fact, many people have diabetes and don't know it.

How do I know if I am at risk for pre-diabetes?

Check each box that fits you.

- family members have diabetes
- overweight
- Native American
- 30 or older
- had gestational diabetes or had a baby who weighed more than 9 pounds at birth
- had high sugar in the past
- have high blood pressure
- have high LDL and high triglyceride blood tests

Look at the numbers below to learn your risk for having pre-diabetes.

- 0-1 low risk
- 2-4 some risk
- 5-6 high risk
- 7-8 very high risk

My risk of having pre-diabetes is high. What can I do?

Get your blood sugar checked. Ask your doctor or field nurses and doctors or field nurses to check your sugar.

If your sugar is high, get it checked again at the hospital or clinic.



What can I do to prevent or delay getting diabetes?

Think about how you live your life each day. What can you change? Check each thing you will do:

- Lose 10-15 pounds
- be physically active 30 minutes each day
- drink less soda and sweet drinks
- eat less sugar foods
- eat less refined foods
- eat less high fat foods

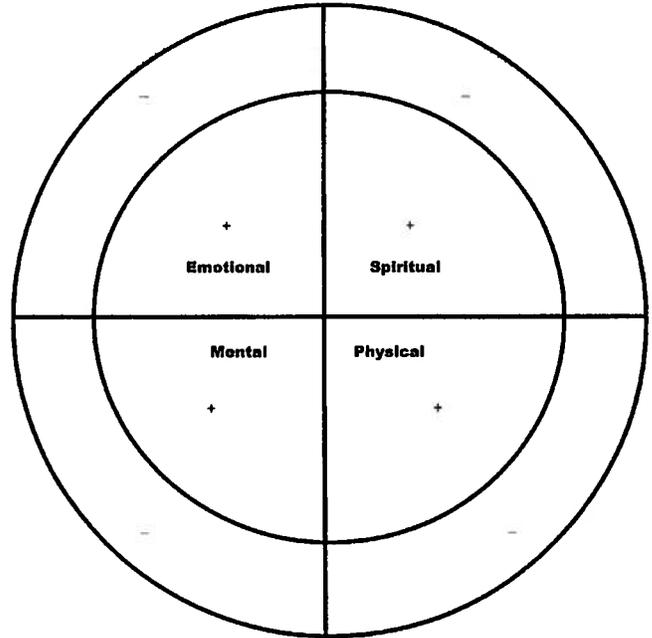


Mind/ Emotion/Body/Spirit
How they Work Together

Primary Emotion	System Imbalance	Healing Emotion	Healing Action
Fear	Kidney/Bladder	Courage /Love Fearlessness Facing the fear	Breath work Visualizing tranquility Meditation/Prayer
Sadness/Grief	Lungs	Happiness/Joy Love	Physical Activity alternated with rest and naps
Pain/Loss	Heart	Pleasure/Bliss Love	Playing Laughter
Anger	Liver Gall Bladder	Forgiveness/ Generosity Love	Peaceful practice Ceremony

HOW WELL AM I?

In each direction, write your strengths and your areas that may need improvement.



The Spirit Essence is always intact...unblemished, Powerful andLove Heals.
One can reconnect/reestablish the Mind/Emotion and Body with Spirit Essence to recreate and reestablish your original Balance /Harmony/ Health & state of well being.

María Trevizo • The Healing Circle, Olympia, WA 98508 • (360) 259-0734
cedarcircle@earthlink.net

The Healing Circle 2008
María Trevizo

All materials courtesy of María Trevizo and the Native Wellness Institute, www.nativewellness.com

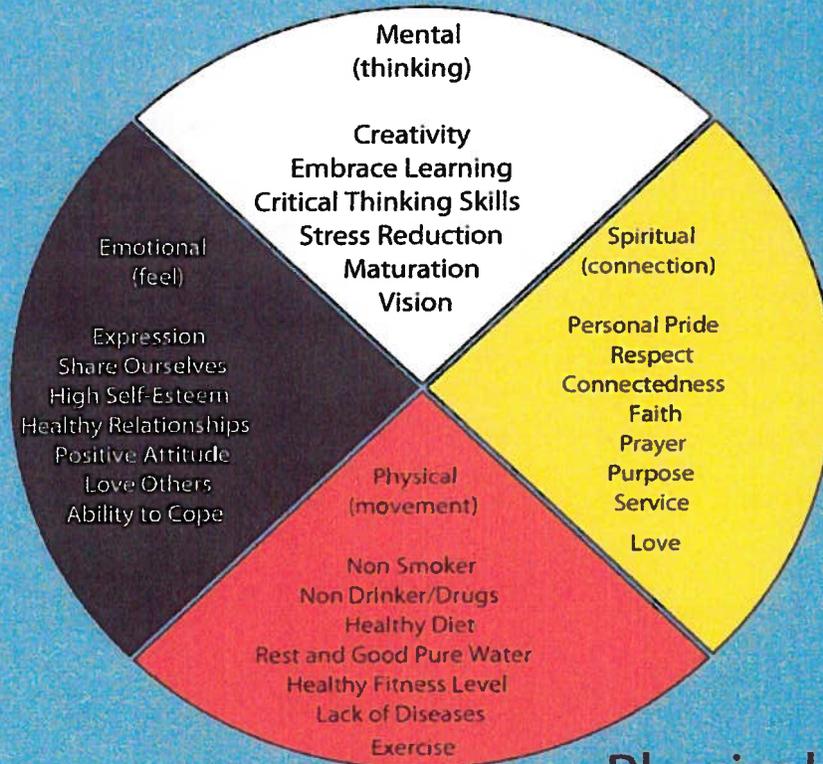
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Mental

Emotional

Spiritual

Physical



**FREE AND REDUCED PRICE POLICY STATEMENT FISCAL YEAR 2013
FOR THE CHILD AND ADULT CARE FOOD PROGRAM**

(NON-PRICING ONLY)

1. Hualapai Tribe assures the Arizona Department of Education, Child Nutrition Programs Office, that all children at the sites described on the application forms are served the same meals at no separate charge regardless of sex, race, color, age, handicap, or national origin, and there is no discrimination in the course of the food service.
(NAME OF SPONSOR)
2. We will submit a public release to the information media serving the area from which the childcare institution draws attendance announcing the availability of meals at no separate charge to children in attendance. In addition, the income eligibility guidelines will be included in the public release below.

Monique Murren-Aguirre Health + Disabilities 2/4/2013
(SIGNATURE OF SPONSOR) (TITLE) (DATE)

Submit a copy of the following public release to a local media source:

To: Gamyu Date: 2/4/2013

The Hualapai Tribe announces the sponsorship of the USDA
(NAME OF SPONSOR)

Child and Adult Care Food Program. Meals will be made available to enrolled children at no separate charge without regard to sex, race, color, age, handicap or national origin. Any person who believes that he/she has been discriminated against in any USDA related activity should write immediately to the Secretary of Agriculture, Washington, DC 20250. Household income determines the amount of money USDA will reimburse us to provide meals to enrolled children. The income eligibility guidelines listed below are used to determine our reimbursement for fiscal year 2013.

<u>FREE</u>				<u>REDUCED</u>			
Family Size:	*Year	**Month	**Week	Family Size:	*Year	**Month	**Week
1	14,521	1,211	280	1	20,665	1,723	398
2	19,669	1,640	379	2	27,991	2,333	539
3	24,817	2,069	478	3	35,317	2,944	680
4	29,965	2,498	577	4	42,643	3,554	821
5	35,113	2,927	676	5	49,969	4,165	961
6	40,261	3,356	775	6	57,295	4,775	1,102
7	45,409	3,785	874	7	64,621	5,386	1,243
8	50,557	4,214	973	8	71,947	5,996	1,384
Each Additional Member Add:	+5,148	+429	+99	Each Additional Member Add:	+7,326	+611	+141

Meals will be provided at: Hualapai Head Start Program
(LOCATION)

Signed Monique Murren-Aguirre



"We Come To You"

I.H.S. Peach Springs Health Center

February 20, 2013

8 am—5 pm

943 Hualapai Way

To schedule an appointment, please call: 928-769-2921

- ✓ CHS coverage with Colorado River Service Unit (CRSU)
- ✓ Full field digital Mammography and CAD computerized reading
- ✓ We are now able to accommodate breast implant patient

Patients under the age of 30 must provide a Doctor's referral
(Unless family history or symptomatic)

Please bring the following information:

Location of prior mammogram films

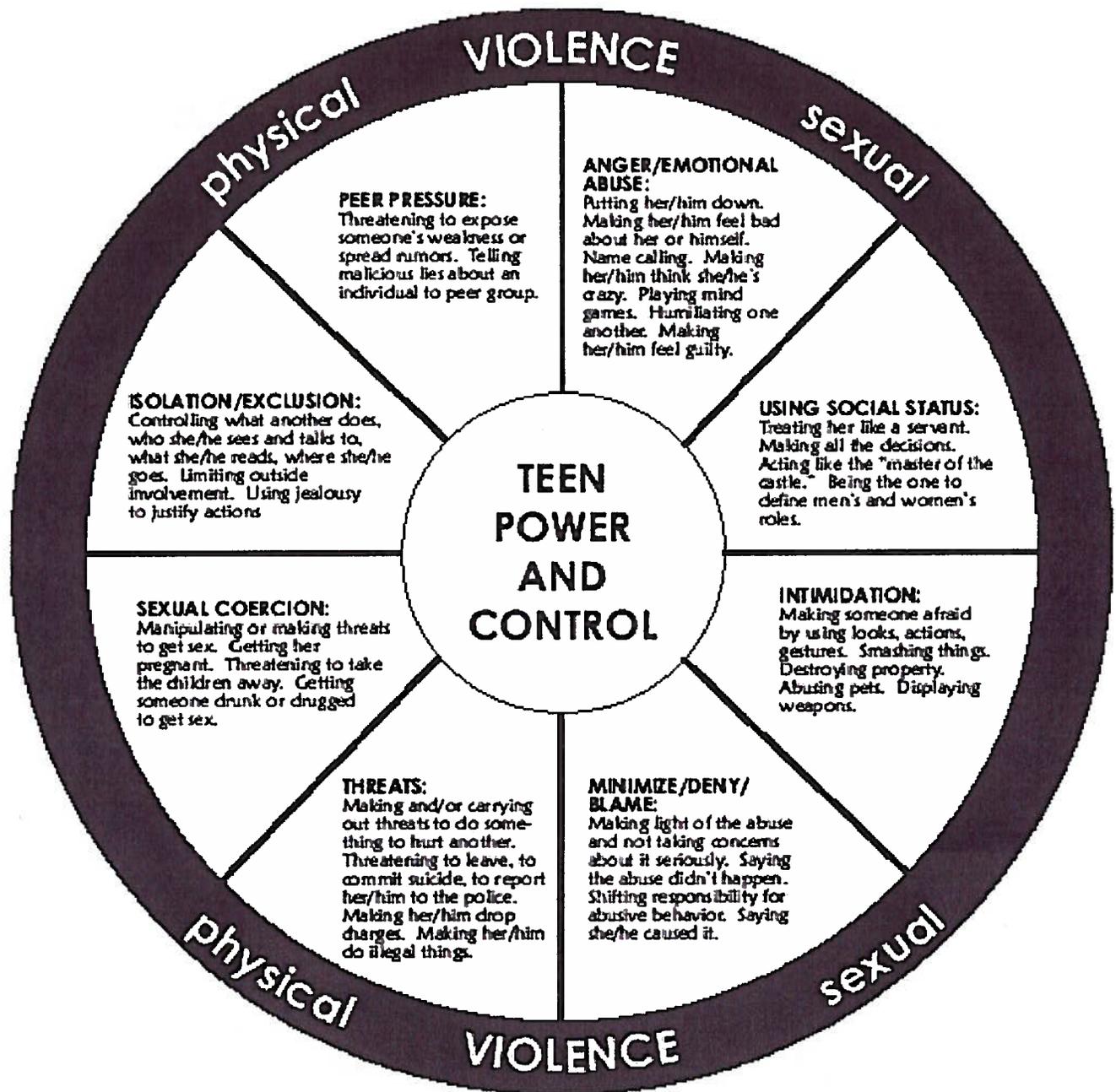
Recommended Baseline Age:

35-40



15 minutes could save your life!

TEEN POWER AND CONTROL WHEEL



Produced and distributed by:

Developed from:
Domestic Abuse Intervention Project
202 East Superior Street
Duluth, MN 55802
218.722.4134



NATIONAL CENTER
on Domestic and Sexual Violence
training • counseling • advocacy
4813 Shoal Creek Blvd. • Austin, Texas 78764
512.487.8020 (phone and fax) • www.ncdv.org

Teen Dating Violence Awareness Month

Teen dating violence often is hidden because teenagers typically:

- Are inexperienced with dating relationships
- Are pressured by peers to act violently
- Want independence from parents
- Have "romantic" views of love

Teen dating violence is influenced by how teenagers look at themselves and others.

Young men may believe:

- They have the right to "control" their female partners in any way necessary.
- "Masculinity" is physical aggressiveness.
- They "possess" their partner.
- They should demand intimacy.
- They may lose respect if they are attentive and supportive toward their girlfriends.

Young women may believe:

- They are responsible for solving problems in their relationships.
- Their boyfriend's jealousy, possessiveness and even physical abuse, is "romantic".
- Abuse is "normal" because their friends are also being abused.
- There is no one to ask for help.

Teenagers can choose better relationships when they learn to identify the early warning signs of an abusive relationship, understand that they have choices, and believe they are valuable people who deserve to be treated with respect.

Early Warning signs that your date may eventually become abusive:

- | | | |
|-----------------------------|--|--------------------------------|
| • Extreme jealousy | • Isolates you from friends and family | • feelings |
| • Controlling behavior | • Uses force during an argument | • Cruel to animals or children |
| • Quick involvement | • Shows hypersensitivity | • Verbally abusive |
| • Unpredictable mood swings | • Believes hypersensitivity | • Abused former partner |
| • Alcohol and drug use | • Believes in rigid sex roles | • Threatens violence |
| • Explosive anger | • Blames others for his problems or | |

Common clues that indicate a teenager may be experiencing dating violence:

- | | | |
|-----------------------------------|----------------------------------|----------------------|
| • Physical signs of injury | • Indecision | • Pregnancy |
| • Truancy, dropping out of school | • Changes in mood or personality | • Emotional outburst |
| • Failing grades | • Use of drugs/alcohol | • Isolation |

Help is available for teenagers:

If you are a teenager involved in an abusive relationship, you need to remember that no one deserves to be abused or threatened. Remember you cannot change your batterer, and in time the violence will get worse. You need to take care of yourself. Talk to a trusted adult or locate a shelter or agency serving victims of domestic abuse in your community. Together, you can talk about making a plan to end the relationship and remain safe.

Call the Domestic Violence 24-hour hotline, 1-866-331-9474 or 1-866-331-8453 TTY. Help is available 24 hours a day, 7 days a week.

Sating Safety

- Consider double-dating the first few times you go out with a new person.
- Before leaving on a date, know the exact plans for the evening and make sure a parent or friend knows these plans and what time to expect you home. Let your date know that you are expected to call or tell that person when you get in.
- Be aware of your decreased ability to react under the influence of alcohol or drugs.
- If you leave a party with someone you do not know well, make sure you tell another person you are leaving and with whom. Ask a friend to call and make sure you arrived home safely.
- Assert yourself when necessary. Be firm and straightforward in your relationships.
- Trust your instincts. If a situation makes you uncomfortable, try to be calm and think of a way to remove yourself from the situation.

Safety Planning for Teens

You should think ahead about ways to be safe if you are in a dangerous or potentially dangerous relationship. Here are some things to consider in designing your own safety plan.

- What adults can you tell about the violence and abuse?
- What people at school can you tell in order to be safe - teachers, principal, counselors, security?
- Consider changing your school locker or lock.
- Consider changing your route to/from school.
- Use a buddy system for going to school, classes and after school activities.
- What friends can you tell to help you remain safe?
- If stranded, who could you call for a ride home?
- Keep a journal describing the abuse.
- Get rid of or change the number to any beepers, pagers or cell phones the abuser gave you.
- Keep spare change, calling cards, number of the local shelter, number of someone who could help you and restraining orders with you at all times.
- Where could you go quickly to get away from an abusive person?
- What other things can you do?

Hualapai Domestic Violence Program
P.O. Box 480, Peach Springs, AZ 86434
(928) 769-2269

COMMUNITY MESSAGES

Healthy Heart

Diabetes Word Search



L O L I G S V M A B B X N F P O
 L Y T C T B B A N S B O H I R P
 A T U O H N I N S U L I N O C N
 O G J B U O B A G H O J O T P F
 A P D M E I L G V E O D Z I N D
 A X I S S T O E W A D P I F R E
 M H A S G I O M S L P A H E P A
 S A B N E R D E M T R N X S I F
 Z F E A Z T S N T H E C E O S L
 U M T S S U U T S Y S R P C M O
 G A E Y I N G E S H S E O U F W
 H S S Q P C A A I E U A P L A D
 S I C S O E R R K A R S N G M F
 L E M P E V T E T R E H E F I L
 C A W E Y M R W X T T E S C L U
 A R L M E S E P O E N O E P Y T

Find the following hidden words:
 Healthy heart, exercise, management, blood pressure, diabetes, family,
 nutrition, blood sugar, cholesterol, insulin, glucose, type one, type two,
 pancreas, life,

HAPPY BIRTHDAY
 Happy Birthday
 We want to wish Andrea and Lorena Zephier "Happy Birthday". We love both of you with all our hearts.
Mom, Goda, Grandpa, Larry, Codie, Peter & Malachi

♥ ♥ ♥ ♥
 Happy Belated 9th Birthday to "Sonny-Boy"
 Wyatt Joseph Samson
 Feb. 5th, 2013

We love you so much!
Love, Mom and Dad, Grandma, Sister and Brother
Thank you Uncle Moe & Fam for the bike!

♥ ♥ ♥ ♥ ♥ ♥
 Happy Belated Birthday to Terra Wellington
 Feb. 9th, 2013

Whoa, lady you're gettin' there! The big ?-o! Just kiddin'
 ☺ Hope you enjoyed your day.

♥ ♥ ♥ ♥ ♥ ♥
 Happy Valentine's Day and Happy Birthday to Savanna
 and Ann Samson

♥ ♥ ♥ ♥ ♥ ♥
 Happy Anniversary to Mr. & Mrs. Morris Samson, Jr.
 Also, congratulations, brother Morris Samson, Jr. for
 your two year sobriety.

Love the "Fam", we are all proud of you

♥ ♥ ♥ ♥ ♥ ♥
 Welcome baby boy "Lorenz Dean Bravo", born on Janu-
 ary 23rd, 2013 to Natalie Sinyella and Bad Jun!
 Congrats and welcome to parenthood.
Maydena Samson