



NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

REQUEST FOR PROPOSALS

FOR

TRANSPORTATION CONSULTING SERVICES

SOLICITATION NO.: TTP 2017-01

DUE DATE: MARCH 22, 2017

PUBLISHED: FEBRUARY 22, 2017

**MAILING ADDRESS:
P.O. BOX 728
NORTH FORK, CA 93643**

**PHYSICAL ADDRESS:
33143 ROAD 222
NORTH FORK, CA 93643**

TABLE OF CONTENTS

- A. INTRODUCTION**
- B. PROJECT DESCRIPTION AND BACKGROUND**
- C. SCOPE OF SERVICES**
- D. PROPOSED TIMELINE**
- E. SUBMITTAL DEADLINE**
- F. PROPOSAL CONTENTS & EVALUATION CRITERIA**
- G. OTHER SUBMITTALS**
- H. SELECTION PROCESS**
- I. PROTEST PROCEDURES**
- J. CONTRACT REQUIREMENTS**

ATTACHMENTS

- A. TRIBAL TRANSPORTATION NEEDS ASSESSMENT & INTERIM LONG RANGE PLAN**
- B. SAMPLE AGREEMENT FORM**

A. INTRODUCTION

The North Fork Rancheria of Mono Indians of California (Tribe) is requesting proposals (RFP) from qualified transportation consulting firms to develop a tribal transit plan. The Tribe has implemented mobility service strategies identified in a 2010 Tribal Transportation Needs Assessment & Interim Long Range Plan (Attachment A), and is seeking a qualified consultant to develop a tribal transit plan to analyze the existing service and needs, and to develop a plan for long term sustainability of the program. A tribal transit plan shall be developed in accordance with recognized standards for long range transportation plans, and proposals shall include a scope of services that describes the proposed phases and tasks.

B. PROJECT DESCRIPTION AND BACKGROUND

The North Fork Rancheria of Mono Indians of California established the North Fork Rancheria Tribal Transit Program (NFRTP) in June 2012 to address a recently completed Tribal Transportation Needs Assessment & Interim Long Range Transportation Plan (Attachment A). The NFRTP provides demand-responsive transit service to the physically and economically isolated residents of North Fork Rancheria and surrounding allotment/trust lands in the North Fork area. The NFRTP provides demand-responsive transit service to essential services within a 50 mile radius of the tribal government office, which includes portions of Fresno, Madera, and Mariposa County.

North Fork is an unincorporated community in Madera County, California. North Fork is both physically and economically isolated, lacking many basic services. North Fork is located at an elevation of 2,638 feet in a rural mountainous setting along the western slope of the Sierra Nevada mountain range at the border of the Sierra National Forest. It is 41 miles east of the City of Madera (County Seat), 45 miles northeast of the City of Fresno, and 18 miles southeast of the small town of Oakhurst. The 2010-2014 American Community Survey 5-Year Estimate for the 93643 zip code encompassing North Fork has an estimated population of 2,724. The community is home to the North Fork Rancheria of Mono Indians and its tribal government operations, which provide a range of programs and services extending throughout Fresno, Madera, and Mariposa Counties. The Tribe holds 367 acres of land in trust, with another 1,524 acres of public domain allotment land held in trust by United States for the benefit of individual Indians. The lack of a true land base and highly fractionalized public domain allotment lands pose many obstacles toward meeting essential community development needs.

Tribal members face many needs that are critical to the cultural, social, and economic viability of the community. Decent, safe, and affordable housing is a scarce and valuable resource of the Tribe. High levels of unemployment and underemployment exist among tribal members. The 2010-2014 American Community Survey for the 93643 zip code indicated an unemployment rate of 27.2% for American Indians. In addition, there is a shortage of community facilities and infrastructure to meet the needs of the Tribe and its members. While a census boundary does not exist that truly reflects the poverty of North Fork and its tribal and non-tribal trust lands, school data for North Fork Elementary reflects that 75.5% of students qualify for Free & Reduced Price Meals, an indicator of a disadvantaged community.

Article VI (b) of the Tribe's Constitution states that Tribal Council is responsible to promote the health, education and general welfare of the members of the Tribe and to administer charity and such other services as may contribute to the social and economic advancement of the Tribe and its members. Promoting and providing transportation services for tribal members is an essential

factor towards promoting the health, welfare, and economic well-being of the Tribe and its members, and is therefore an essential governmental function of the Tribe.

Recognizing a need for improved transportation, the Tribe worked with Caltrans to have Tribal Transportation Needs Assessment & Interim Long Range Transportation Plan completed in June 2010 (Attachment A). The assessment identified adequate transportation as a critical need for the viability of the North Fork Tribal Area. The Tribe hired a Transportation Planner, and determined that Title 23 U.S. Code Sec. 202(a)(1)(B) authorizes the use of Bureau of Indian Affairs (BIA) Tribal Transportation Program (formerly Indian Reservation Roads Program) funds for transit as defined in Title 25 of the Code of Federal Regulations Part 170. The Tribe and BIA coordinated to identify transit as a need and a revised Transportation Improvement Program (TIP) was approved in March 2012. In April 2012, a vehicle was ordered and the hiring process began for a Transportation Service Manager. On June 5, 2012, Tribal Council formally established the North Fork Rancheria Tribal Transit Program (NFRTP).

A FY 2012 FTA TTP competitive grant of \$305,026 for capital acquisitions and operating assistance was a significant achievement for the Tribe. This allowed for the Tribe to expand from one vehicle to three, greatly enhancing the programs ability to serve an isolated population to essential services. With the passage of Moving Ahead for Progress in the 21st Century (MAP-21) and the new formula program for transit, the Tribe took an early initiative to access formula funds to sustain its newly established transit program. Unfortunately, The Tribe was not eligible for formula funding in FY 2013, because FY 2011 data from National Transportation Database (NTD) was used and the Tribe had not yet established its program in FY 2011. In lieu of formula funds, the Tribe applied for FY 2013 FTA competitive funding for operating assistance and was awarded \$150,000. In FY 2014, the formula utilized FY 2012 NTD data, which was only representative four months of service and only resulted in \$3,300. As a result of the annual formula being less than \$20,000, the Tribe was eligible and applied for FY 2014 competitive funding to help support operations. FTA ultimately combined FY 2014 & 2015 competitive funding, and awarded \$171,949. In FY 2015, the Tribe received \$16,312 in formula funds, utilizing FY 2013 NTD data reflecting a year of service for only one vehicle. In FY 2016, the Tribe was allocated \$55,942 in formula funds utilizing NTD data from FY 2014, the first year reflecting three service vehicles. As, as result of the increase in formula funds the Tribe was no longer eligible for competitive funding for operating assistance due to receiving a TTP formula allocation of over \$20,000. The Tribe was awarded FY 2016 FTA competitive funding in the amount of \$66,994 for the capital acquisition of a light shuttle bus that will allow for improved services strategies, increased ridership and efficiency.

In addition to FTA funds, the Tribe has been aggressively seeking other funding to address transportation. The Tribe was awarded a FY 2012 HUD Indian Community Development Block Grant (ICDBG) of \$605,000 to construct a Transportation and Training Center. The application was the culmination of coordinating efforts between local and regional partners in support of the Tribe establishing a transit service. The Center includes a state of the art space for vocational training in the auto mechanics industry, and will create a certification and job placement program. Construction was completed in July 2014, and serves as headquarters of the tribal transit program. The Tribe was also awarded a 2014 U.S. Department of Agriculture (USDA) Rural Business Enterprise Grant (RBEG) of \$216,000 to purchase automotive tools and equipment for the new center. The automotive tools and equipment were fully installed in September 2015 and will be used for vocational training and fleet maintenance.

The four FTA TTP competitive awards, a HUD ICDBG, and USDA RBEG are an indication of the Tribe's financial commitment and capacity toward transportation. The Tribe has firmly

committed to establishing and operating a tribal transit program and continues to leverage funding for transportation oversee by the Bureau of Indian Affairs, and also continues to seek funds from all available sources for the promotion of transportation.

The NFRTTP has the following objectives and benefits:

- Improve Mobility and Access: Mobility and access between North Fork and the surrounding communities, including Madera, Chowchilla, and Fresno is limited. There are only two major roadways through North Fork that provide access to other parts of the County and transit services are limited for people living in remote areas. The NFRTTP will address these issues by developing a set of transportation alternatives that enhance the existing transportation system by providing more travel choices and better connectivity.
- Stimulate the Economy: The unemployment rate in the project area is higher than the national average, with many residents living in surrounding areas commuting up to 40-50 miles each way for work in the cities of Madera, Chowchilla, and Fresno. The NFRTTP will address this issue by improving the transportation options and network connectivity. Additionally, the Tribe has proposed a casino pending federal approval; it is expected to stimulate the economy for the tribe and entire region by providing more jobs, investment, and opportunities. Future transit plans include a fixed route service for tribal members to employment opportunities at the proposed casino and other employment destinations.
- Enhance Public Safety and Security: Enhanced transit operations and other transportation modes will ensure the safety and security of travel for people, goods, services, and information.
- Reflect Community Values: Tribal members have strong community values and a rich cultural history that is deeply embedded in the area. It is essential that transit service balance and integrate tribal values through public outreach efforts and coordination with tribal members.
- Enhance the Environment: A unique characteristic of the project area is its environmental features, it is essential that the growth and economic development of the region does not affect the environment. The tribal transit program will promote sustainable transportation alternatives that meet the needs of the residents as well as the environment.

In the short time since NFRTTP has been established, ridership and Vehicle Revenue Miles (VRM) have substantially increased. A FY 2012 FTA TTP grant was significant for the Tribe, allowing expansion from one vehicle to three. A 15 passenger van arrived and began service in September 2013, and a 10 passenger wheelchair accessible van arrived and began service in December 2013. The data below reflects the services expansion.

VRM as Reported to the National Transportation Database:

- FY 2012 (6/5/2012* – 9/30/2012): 10,997
 - FY 2013 (10/1/2012 – 9/30/2013): 26,891
 - FY 2014 (10/1/2013 – 9/30/2014): 79,152
 - FY 2015 (10/1/2014 – 9/30/2015): 98,614
- * Establishment

The Tribe's investment in transit has aided in serving mobility to healthcare and other essential services. Overall, the NFRTTP's service has enhanced the community's viability by providing transportation to essential services, improving self-sufficiency, and the quality of life for the community members. The service has improved access and filled gaps to important destinations

and services that were not previously served by any other public transportation service. Due to the physical and economic isolation of the area, many residents rely on the system to access healthcare, social services, banking, groceries, and many other essential services not available in North Fork. The future light shuttle bus was sought to provide the tribal transit with increased capacity. It is proposed that the light shuttle bus will allow the tribe to implement other services strategies defined in the transportation needs assessment and interim long range plan. Options such as a flex-route will allow the tribe to increase ridership to important destinations and services. The larger capacity vehicle and proposed service will improve efficiency by reducing the number of trips and will allow the tribe to service more people without dramatically increasing operating costs.

C. SCOPE OF SERVICES

The Tribe seeks a qualified transportation consulting firm to develop a tribal transit plan in accordance with recognized standards for long range transportation plans. Proposals shall include a scope of services that describes the proposed phases and tasks.

The FHWA lays out eight steps to developing and implementing a successful LRTP (the following list is taken directly from FHWA's "Developing a Long Range Transportation Plan" document):

https://www.fhwa.dot.gov/planning/processes/tribal/planning_modules/lrtp/page02.cfm#h

1. Establish Policy, Goals and Objectives – set overall goals for how the tribal transportation system should be designed, built, operated and maintained over the next 20 years.
2. Analyze Transportation System Conditions – evaluate existing conditions to determine what future investments to make.
3. Perform Needs Analysis – compare the goals and objectives for the transportation system with the existing baseline system conditions. The needs analysis addresses the gap between current conditions and the future.
4. Set Priorities – prioritize the needs identified during the transportation planning process.
5. Establish a Funding Plan – to create a realistic transportation plan, conduct a financial analysis of the specific projects included in the plan. Without identifying reliable funding sources, the recommended solutions that are developed can easily become a ‘wish list.’
6. Develop the Plan – have a systematic approach for developing the plan document.
7. Develop the Program – this includes data assessment, appraisal of identified planning needs, and consideration of available or anticipated fiscal resources to result in the development, scheduling, and planning of a list of identified transportation improvements.
8. Implement and Monitor the Plan– for a plan to be successful it must be implemented effectively, and the performance should be regularly monitored to ensure that the plan meets the intended objectives.

3. Supervision to be exercised over the design team by firm's management (10)

Rating Factor 3: Responsiveness of the proposal in clearly stating an understanding of the work to be performed (30)

1. Approach/Response to Scope of Services of the project (10)
2. Availability of the organization for this project and reasonableness of overall time estimates (10)
3. Fee Schedule/Cost Proposal: Include a detailed itemized cost statement showing various classes of staff hours at appropriate rates delineated by the proposed Scope of Services. If specific tasks are optional, please provide explanation of scalability with specific references to the budget line items provided. Provide rates for additional services such as policy updates. (10)

Rating Factor 4: Preference (10)

1. Indian-owned firms will be allocated (10) points.

MAXIMUM POINTS: 100

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

In accordance with 2 CFR 200.321, small and minority businesses, women's business enterprises, and labor surplus area firms shall have the maximum practicable opportunity to participate in contracts awarded.

G. OTHER SUBMITTALS

1. Certifications

- a. Submit a certified statement for non-debarment, suspension, or prohibition from professional practice by any Federal, State, or Local Agency. The statement shall read: "This is to certify that (Firm's Name) involved with this work, is not debarred, suspended, or otherwise prohibited from contracting by any Federal, State, or Local Agency."
- b. If qualifying for preference in contracting as a Native American owned enterprise or tribal organization, please submit qualifications and documents substantiating 51 % ownership.
- c. Submit a written commitment, as follows, that this work will be top priority with the firm and will be completed in an efficient and prompt manner: "This is to certify that, if selected as (Firm Name), will make the work to be performed under this Agreement top priority and will complete the work in an efficient and prompt manner."

H. SELECTION PROCESS

The Tribe, at its sole discretion, shall determine whether a particular Contractor has the qualifications to conduct the desired service for the Tribe.

1. Proposals will first be examined to eliminate those that are non-responsive to stated requirements.
2. Award shall be made to the most responsible Contractor whose proposal is determined to be the most advantageous to the Tribe taking into consideration the terms and conditions set forth in this RFP.
3. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.
4. The Tribe reserves the right to accept or reject, in part or in whole, any or all proposals submitted.
5. The Tribe reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Contractor's price contained in the cost proposal.
6. The Tribe reserves the right to negotiate further with the successful Contractor. The content of the RFP and the successful Contractor's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.
7. By submission of proposals pursuant to this RFP, Contractor acknowledges that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.
8. The use of interviews by teleconference to further evaluate the proposals shall be at the discretion of the Tribe. If utilized, all applicants invited to participate in the oral interviews will be ranked after the interview process.

I. PROTEST PROCEDURES

1. Protest of Award: Any person or responder who disputes the decision to award an Agreement or who has been adversely affected by a decision of intended or actual purchase award may file a written notice of protest with the Contracting Officer for the Tribe.
2. Filing the Protest: The person or responder must file his protest in writing within ten (10) calendar days of the date of the letters of award of contract or the notification to unsuccessful responders.
3. Content of Formal Written Notice of Protest: The formal written notice must be printed, typewritten, or otherwise duplicated in legible form. The content of the formal written notice of protest must contain:
 - a. The name and address of the person or responder filing the protest and an explanation of how their substantial interests have been affected by the Tribe's notice of the intended or of actual purchase award;
 - b. A statement of how and when the person or responder filing the protest received notice of the bid solicitation or notice of intended or actual award;

- c. A statement of all issues of disputed material facts. If there are none, the protest must so indicate;
 - d. A concise statement of the ultimate facts alleged, as well as the Tribe's policies which entitle the person or responder filing the protest to relief;
 - e. A demand for relief to which the person or responder deems themselves entitled; and
 - f. Any other information which the person or responder contends is material.
4. Response to Protest: Upon receipt of a notice of protest, timely filed, the solicitation process or award process will be stopped until the protest is resolved. The Tribe, if it deems necessary, may set forth in writing particular facts and circumstances which require continuance of the solicitation process on an emergency basis without the above mentioned delay in order to avoid immediate and serious danger to health, safety, or welfare. This written determination will specifically detail the facts underlying the Tribe's decision and will constitute final action.
5. Resolution: The Tribe may request such other information pertaining to the matter as deemed appropriate. Within ten days of the date of receipt of the written protest, the Tribe will notify the person or responder making the protest of its decision.

J. CONTRACT REQUIREMENTS

The respondent selected for this effort must be fully qualified to perform the services described above. The selected Contractor must also comply with the Tribe's requirements:

1. Contract: The Contractor shall execute an Agreement with the Tribe substantially in the format as in Attachment B.
2. Schedule of Project(s): The Contractor shall provide the required services and shall complete the assigned project activities in the agreed to time frame.
3. Insurance: The Contractor shall maintain in full force and effect during the entire Contract term the Insurance requirements as described in the Request for Proposal.
4. Drug-Free Work Place: The Contractor must comply with the Federal Drug-Free Work Place Act.
5. Indian Preference: To the maximum extent possible, in accordance with Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450e(b)), the selected Contractor agrees to actively provide, to the greatest extent feasible: (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of any subcontracts under this contract to Indian organizations or Indian-owned economic enterprises as defined in Section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452)
6. Anti-Kickback Act: The Contractor and all its sub-contractors shall comply with the Copeland "Anti-Kickback Act" (18 U.S.C. 276c) as supplemented in U. S. Department of Labor Regulations (29 CFR, Part 3.) This Act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the

construction, completion, or repair of public works, to give up any part of the compensation to which he is otherwise entitled. The Contractor and all its sub-contractors shall report all suspected or reported violations to the Tribe.

7. Incorporated: All requirements of the Request for Proposals and the representations made in the proposal that are not in conflict with provisions of the Contract shall be incorporated by reference and made an integral part of the Contract as though fully set forth.

8. Retention and Inspection of Records: Access shall be given by the Contractor to the Tribe, federal cognizant agencies, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for five (5) years after the Tribe has made final payment and all other pending matters are closed.



Tribal Transportation Needs Assessment & Interim Long Range Transportation Plan

North Fork Rancheria of Mono Indians of California

June 2010



TABLE OF CONTENTS

1. Introduction 1

2. Community Demographic Profile..... 4

 2.1 Demographic Profile Methodology 4

 2.2 Community Demographic Profile..... 5

 2.2.1 Population..... 5

 2.2.2 Labor Force 6

3. Major Trip Generators / Mobility Needs 7

4. Transportation Alternatives 8

 4.1 Current Transportation Alternatives 8

 4.2 Future Transportation Alternatives 12

5. A Way Forward 13

 5.1 Future Transportation / Mobility Service Strategies 13

 5.2 Preparation of Community Transportation Plan..... 14

LIST OF FIGURES

Figure 1-1: North Fork Rancheria Study Area 3

Figure 2-1: North Fork Rancheria Population Growth on-or-near the reservation 5

Figure 2-2: Labor Force Evolution on-or-near the North Fork Rancheria 6

Figure 4-1: Madera County Connection System Map 8

Figure 4-2: Eastern Madera County Senior Bus Service Area 11

LIST OF TABLES

Table 4-1: Eastern Madera County Service Schedule 10

1. Introduction

This report provides for a *Tribal Transportation Needs Assessment* specific to the North Fork Rancheria of Mono Indians (North Fork Rancheria). In so doing, the report provides the foundation for a future development of a more comprehensive long-range transportation plan.

This report was prepared by IBI Group under contract to the California Department of Transportation (Caltrans).

The project area consists of the land owned by the North Fork Rancheria and surrounding areas where tribal members live and work, including the roadways that lead in and out of tribal land.

The North Fork Rancheria of Mono Indians have inhabited the San Joaquin Valley for hundreds of years. Throughout history, tribal members have had to move from place to place due to government land regulations and the economy. After the closure of their reservation, tribal members purchased and settled on land located at the foothills of the Sierra Nevada Mountains in the community of North Fork. However, in 1961, the federal government terminated the Tribe's federally recognized status and transferred the Rancheria land to fee for the lone resident then living on the Rancheria. The Tribe's status as a federally recognized Indian tribe was restored in 1983 under a court-approved settlement. Four years later, the lands within the Rancheria boundaries were restored as "Indian Country." The Tribe subsequently elected a governing body and later adopted a constitution in 1996.

The community of North Fork is surrounded by the Sierra National Forest to the east and the City of Oakhurst to the west. Located at the exact center of California, North Fork is the gateway to the historic Sierra Vista Scenic Byway. North Fork is an unincorporated community in the County of Madera. The County of Madera is predominately agricultural, with some recent developments in the business sector, while the community of North Fork relied mostly on the lumber business until it went out of business in 1996. Currently, the community of North Fork consists of mostly scattered residential neighborhoods and a business district with some retail, commercial, and office buildings. The rocky land is unsuitable for agriculture, and the lumber business was closed in the 1990s. As a result, a majority of tribal members and area residents commute to the cities of Madera and Chowchilla, located approximately 40 miles away for work and other services not provided in the community such as health care services, social security services, DMVs, and other government facilities.

The North Fork Rancheria is designated to have about 80 acres of land located in the unincorporated community of North Fork near Oakhurst, Madera County (Figure 1-1). Flexible, responsive, and locally based connections would need to address both regional and local needs.

More importantly any service recommendations would have to be based on community participation and tribal sovereignty:

"In seeking to understand what works and what does not, context is everything. Each tribe has its own culture, history, geographic considerations, population density and size, and extent of road mileage and other transportation facilities for

which is responsible, among other factors that may enter into its decisions and affect its capabilities.”¹

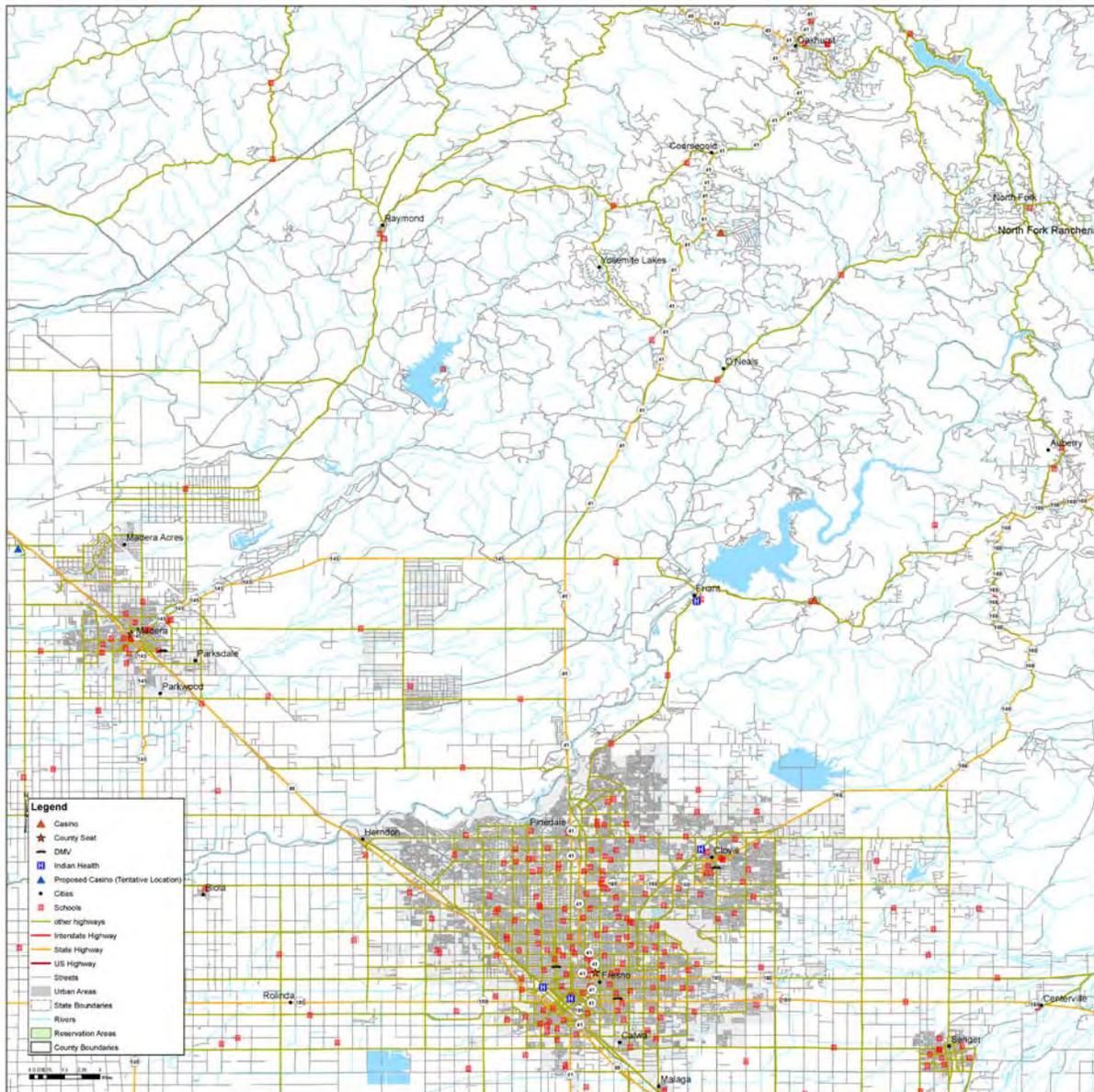
To this end community involvement was a cornerstone of the efforts in producing this report. Numerous meetings were facilitated with tribal leaders, and representatives from tribal agencies.

This report is organized into the following four chapters:

- Chapter 2: Community Demographic Profile – presents demographic data, including population and socio-economic characteristics of the study area. Population estimates to the year 2015 are also provided.
- Chapter 3: Major Trip Generators / Mobility Needs - key trip generators that generate mobility needs for the study area residents. This description is based on input from community leaders, and various stakeholder groups.
- Chapter 4: Transportation Alternatives – profiling existing transportation resources and services available.
- Chapter 5: A Way Forward – opportunities for future transportation service strategies as well as presenting targeted next steps to advance the preparation of a detailed long-range transportation plan.

¹ Transportation Research Board, [NCHRP Synthesis 366: Tribal Transportation Programs](#), (2007), p. 33.

Figure 1-1: North Fork Rancheria Study Area



Sources: ESRI base mapping, internet.

Note: All trip generator locations are approximate, subject to change if better source is available.

2. Community Demographic Profile

2.1 Demographic Profile Methodology

The demographic profile was assembled considering two major information sources:

- Indian Labor Force Reports, published by the Bureau of Indian Affairs (BIA)
- Year 2000 Census Detailed Tables, published by the U.S. Census Bureau

The Indian Labor Force Reports provide estimates of tribal service populations and labor market information, determinate by representatives of each tribe and certified as accurate by their tribal leader or designate.

Some general definitions apply:

- The tribal service population was determined considering members of tribes living “on or near” the reservation and that were eligible to use the tribe’s BIA funded services
- Near reservation considers areas or communities adjacent or contiguous to the reservation and the criteria considers the number of Indian people native to the reservation living in the area, designation by the tribal governing body that the members living in the area are affiliated with the tribe and reservation, geographic proximity to the area and the administrative feasibility of providing an adequate level of services

The information extracted from the BIA reports allows the understanding of the population growth, as well as the behavior of the economically active population in the area. The data presented in this report depends on data available to the BIA for each of the reports that were published. The reports are published every two years and the reports published from 1981 to 1995 contain a disclaimer that data was an estimate and did not represent a count. Data from subsequent reports was provided to the BIA by the tribes, and represent more accurate figures in terms of population and labor. For the purposes of this report, all data will be presented, but only data from the 1997 report and newer will be used for comparison.

The available Census 2000 data was compiled to provide a socio-economic breakdown of characteristics such as automobile ownership, median household income and commute to work patterns.

Information is complemented by other sources when possible. Detail presented for each tribe may vary due to amount of information available.

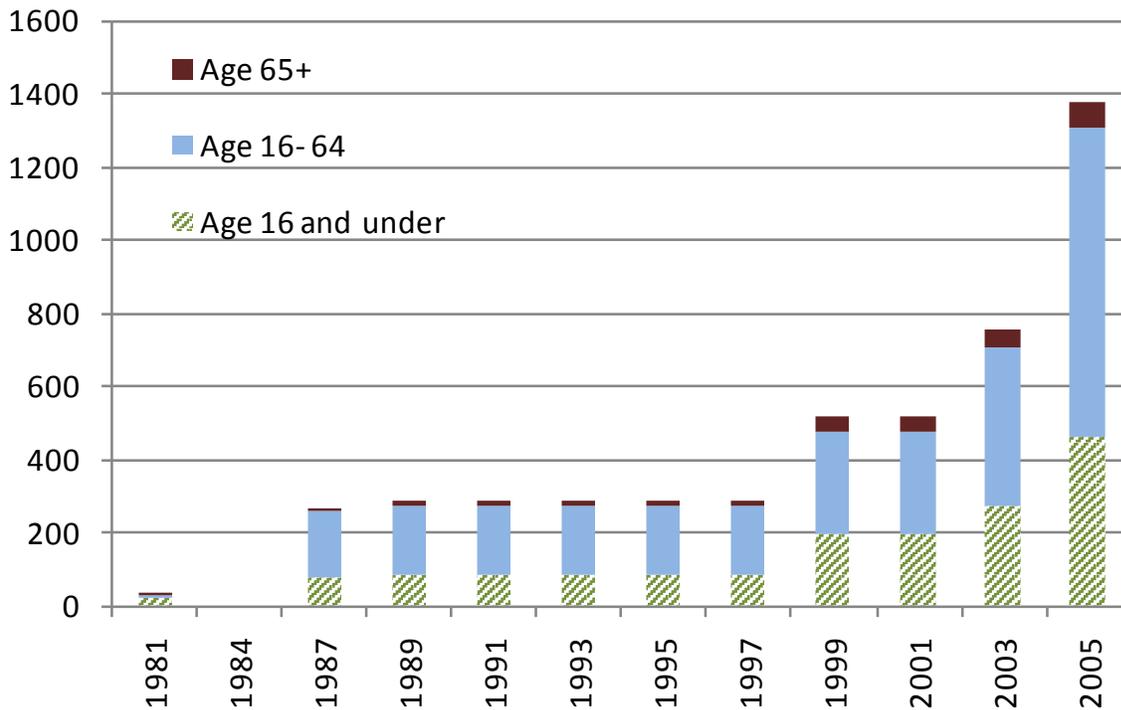
2.2 Community Demographic Profile

The North Fork Rancheria is located in Madera County in the community of North Fork, with about 80 acres of land designated to the Rancheria, but placed in private ownership. Since the restoration of the tribe, the Rancheria has purchased land to attend the needs of their community.

2.2.1 Population

The last statistic available on population reported to be living on-or-near the North Fork Rancheria is referent to year 2005, and the estimated population was 1377 members. The evolution of the overall population living on-or-near the reservation can be observed in Figure 2-1.

Figure 2-1: North Fork Rancheria Population Growth on-or-near the reservation



Source: Indian Population and Labor Force Reports, BIA (publications from 1981 to 2005)

Note: population totals are the same in year 1989, year 1991, year 1993 and year 1995 reports

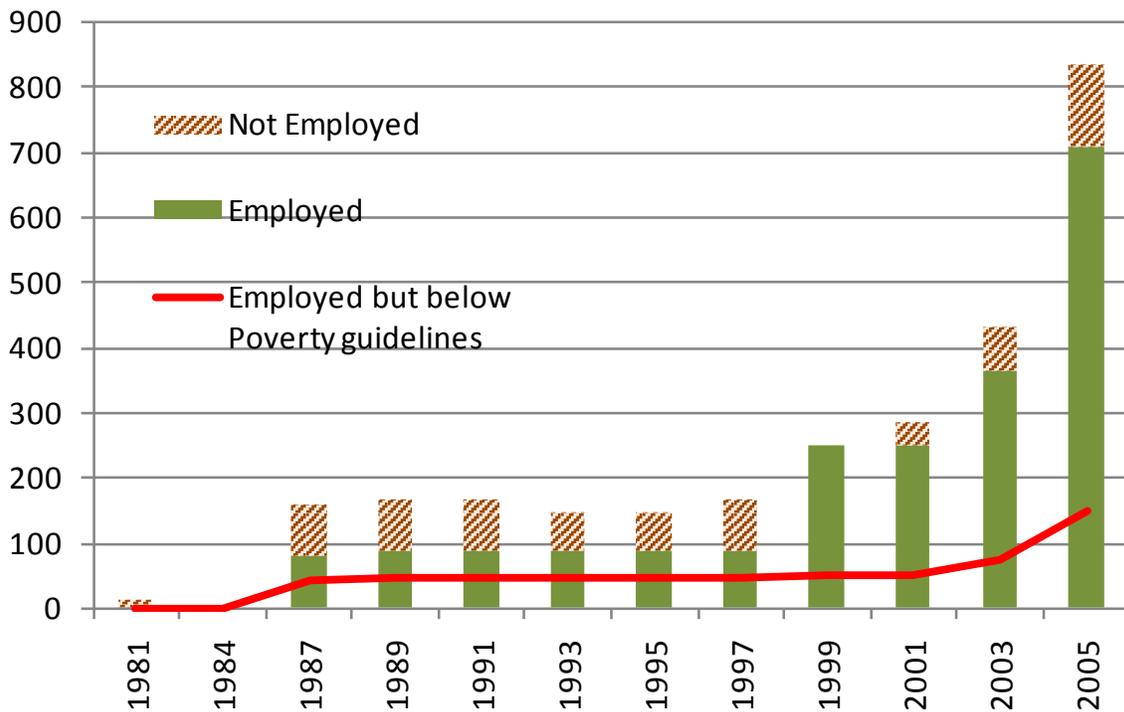
The population figures reported for North Fork Rancheria show that the service population has grown an average of 18% per year between 1999 and 2005. Considering this growth rate, the tribe's population living on-or-near the reservation is likely to increase to about 3150 members in 2010 and to 7210 in 2015. If the Tribe's population grows at the rate observed for Madera

County (2.7% per year for the same period of time)², the population living on-or-near the reservation is estimated to reach 1570 individuals in 2010 and 1790 individuals in 2015.

2.2.2 Labor Force

Statistics on labor force contained in the BIA reports show that in 2005, almost 60% of the service population of the North Fork Rancheria was considered to be available to work. The evolution of this segment of the population can be observed in Figure 3-4.

Figure 2-2: Labor Force Evolution on-or-near the North Fork Rancheria



Source: Indian Population and Labor Force Reports, BIA (publications from 1981 to 2005)

Notes: 1995 labor force totals were used in 1997 report

Employed population below poverty guidelines for year 1995 considered individuals earning less than \$9,000

Employed population below poverty guidelines for years 1987-1993 considered individuals earning less than \$7,000

² Madera County Economic Forecast Year 2006 – California Department of Transportation

3. Major Trip Generators / Mobility Needs

In addition to destinations in North Fork and Oakhurst (16 miles from North Fork), most of the major trip generators for Tribal members living on-or-near the Rancheria are located in Fresno, Clovis or Madera (County seat).

One local trip generator, the Tribal Administration Office is located in a historic building in North Fork. The North Fork Rancheria purchased in 2000, 61.5 acres of land for a housing development in North Fork. The development includes the community center facility as well as a family wellness center and individual homes for qualifying tribal members. The Tribe has also purchased other properties in North Fork and the Clovis area to place homes for their members. North Fork also operates its own Temporary Assistance to Needy Families (TANF) program, which has the goal of ensuring that low income families receive essential services.

Members of the tribe can receive health care at the Central Valley Indian Health Center located in Clovis, about 42 miles southwest of the Rancheria. Among the services the facility provides are: medical, dental, nutritional and substance abuse counseling. Service is also available at the Fresno American Indian Health Project, located around 45 miles southwest of the reservation. There is also a local health center in North Fork – North Fork Indian and Community Health Center, offering medical, outreach and women/infants/children services, Monday through Thursday and every other Friday from 8:00 AM to 5:00 PM.

The closest library and post office can be found in North Fork, and the closest locations with a DMV office are Clovis and Madera, about 42 miles from the Rancheria. The closest social security office is located in Madera, although there is also an office in Fresno.

North Fork is most likely the location where students living on-or-near the reservation will attend school. Although there is no specific data on the enrollment of North Fork Rancheria students, the reported enrollment of American Indian/Alaskan Native students was about 23% of the total enrollment.

The Tribe has plans to open an entertainment destination with a hotel, spa, restaurants and casino-style gaming among the amenities. The project site, located on 305 acres of land off the State Route 99, between Madera and Chowchilla, about 38 miles from the town of North Fork, is estimated to open in 2012 or 2013, and to generate about 1,500 jobs.

4. Transportation Alternatives

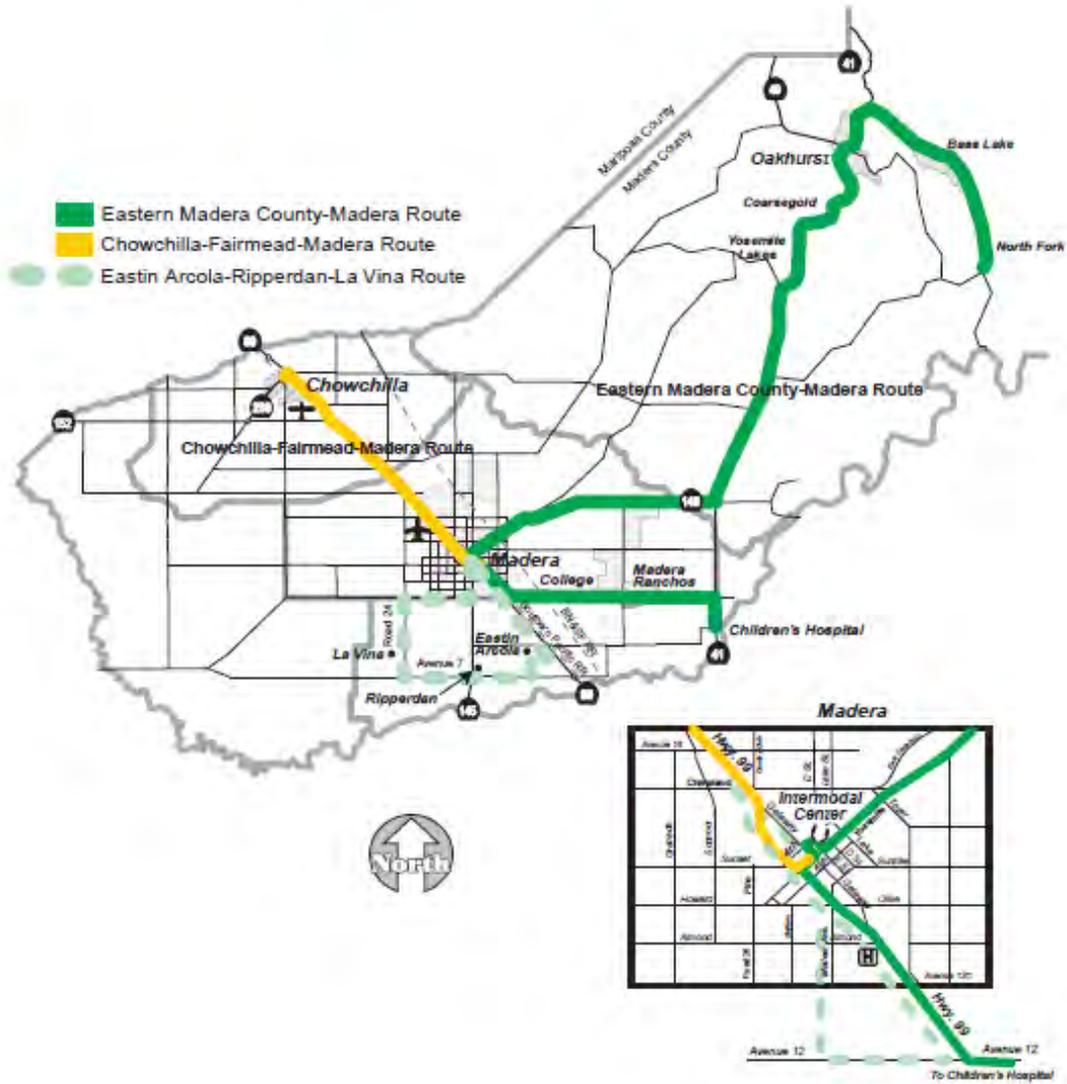
4.1 *Current Transportation Alternatives*

Madera County offers an intercity fixed-route system – Madera County Connection - that connects the county seat (Madera) to cities located to the northwest (Chowchilla and Fairmead), to the southwest (Eastin Arcola, Ripperdan and La Vina) and cities to the west (Madera Ranchos, Coarsegold, Oakhurst, Bass Lake and North Fork). An intermodal center, located in downtown Madera is a common stop for all three routes. At the intermodal station, riders can also transfer to other systems, such as the Madera Area Express (serving the City of Madera), and to Greyhound regional bus lines.

Service on the Eastern Madera County – Madera Route stops in North Fork three times a day in each direction, roughly at 7:00 AM, 11:50 AM and 7:25 PM. Figure 4-1 illustrates the areas covered by the Madera County Connection, and Table 4-1 contains the schedule for the route that services North Fork.

Figure 4-1: Madera County Connection System Map

MADERA COUNTY CONNECTION SYSTEM MAP



Source: Madera County Transportation Commission – Madera CTC

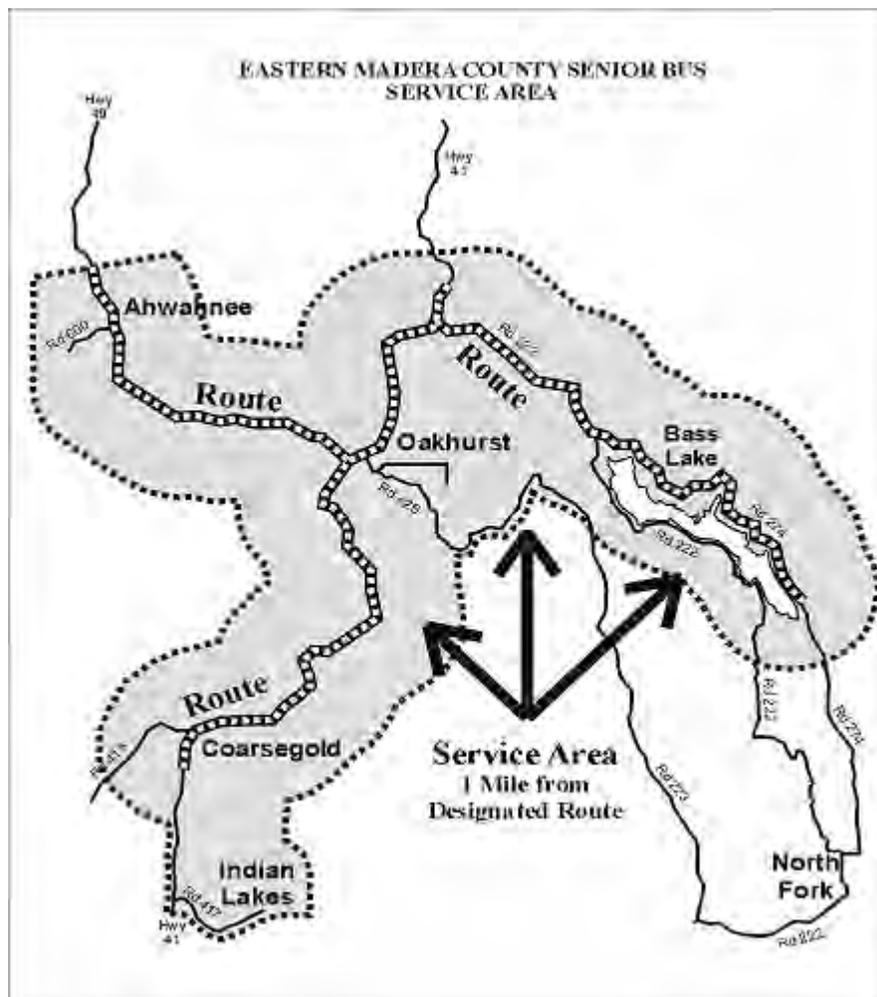
Table 4-1: Eastern Madera County Service Schedule

Route Description	WEEKDAYS	AM	AM	PM	PM
CHILDREN'S HOSPITAL - MADERA - EASTERN MADERA COUNTY	Children's Hospital		9:30	2:41	5:05
	Rolling Hills - Ave. 10 1/2 / Hwy. 41		9:35	2:46	5:10
	Madera Ranchos Market		9:45	2:56	5:20
	Madera Community College		9:55	3:10	5:30
	Downtown Madera	6:00	10:05	3:20	5:40
	Hwy 41 / Road 145 - Park & Ride Lot	6:20	10:25		6:00
	Hwy 41 / Road 200 - Park & Ride Lot	6:31	10:35		6:10
	Yosemite Lakes Park / Hwy. 41		10:39		6:14
	Chevron (Meadow Ridge Road)		10:55		6:30
	Coarsegold - Historic Village		11:00		6:35
	Oakhurst - Medical Center		11:10		6:45
	Oakhurst - Met Cinema		11:11		6:46
	Oakhurst - Community College		11:15		6:50
	Oakhurst - 41969 Hwy 41 / Calworks		11:20		6:55
	Road 222 / Hwy 41		11:22		6:57
	Bass Lake - Government Center		11:27		7:02
	Bass Lake - Pines Resort		11:32		7:07
	North Fork - Lyonz Den	7:00	—		—
	North Fork - Supermarket		11:50		7:25
	EASTERN MADERA COUNTY - MADERA - CHILDREN'S HOSPITAL	North Fork - Lyonz Den	7:00	11:51	
North Fork - Supermarket		—	—		7:26
Bass Lake - Pines Resort		7:16	12:08		
Bass Lake - Government Center		7:21	12:23		
Road 222 / Hwy 41		7:25	12:28		
Oakhurst - 41969 Hwy 41 / Calworks		7:27	12:30		
Oakhurst - Community College		7:31	12:35		
Oakhurst - Met Cinema		7:33	12:39		
Oakhurst - Medical Center		7:39	12:40		
Coarsegold - Historic Village		7:49	12:50		
Chevron (Meadow Ridge Road)		7:57	1:06		
Yosemite Lakes Park / Hwy. 41		8:05	1:22		
Hwy 41 / Road 200 - Park & Ride Lot		8:09	1:26		7:50
Hwy 41 / Road 145 - Park & Ride Lot		8:20	1:36		8:00
Downtown Madera (Arrive)		8:40	1:56		8:20
Downtown Madera (Depart)		8:50	2:01	4:25	
Madera Community College		9:00	2:11	4:35	
Ranchos - Ave.12 / Jason Ct.		9:10	2:21	4:45	
Rolling Hills - Ave. 10 1/2 / Hwy. 41		9:20	2:31	4:55	
Children's Hospital		9:25	2:36	5:00	

Source: Madera County Transportation Commission – Madera CTC

The county also operates a weekday demand-response service – Eastern Madera County Senior Bus – for senior citizens and persons with disabilities, servicing eligible residents within a one mile of a designated route, but service area stops in Bass Lake, and does not reach North Fork, as can be observed in Figure 4-2. Riders must call and schedule the ride, and the fare associated with this service is \$1.50. A volunteer demand-response service serves the eastern area of Madera County – Eastern Madera County Escort Service, servicing North Fork, Bass Lake, Oakhurst, Coarsegold and Ahwahnee areas. The service provides medical trips from these areas to Madera, Fresno and Clovis on weekdays from 8:00 AM to 5:00 PM, with a fare of \$10.00.

Figure 4-2: Eastern Madera County Senior Bus Service Area



Source: Madera County Transportation Commission – Madera CTC

There is Amtrak service in Madera. The service runs seven days a week, with six daily stops at the Madera Station in each direction. The San Joaquin Route provides connection from Sacramento and San Francisco Bay Area to Bakersfield. The station is located about 1.3 miles east of the intersection of Story Road and State Route 145 (where the Eastern Madera County – Madera Route runs).

There are a number of social service transportation providers in Madera County. The Community Action Partnership of Madera County, providing transportation services for Head Start students to schools located in Madera, Chowchilla, Fairmead, North Fork and Oakhurst areas, Monday through Friday, 6:00 AM to 5:00 PM. Pacific Family Health Inc. provides medical services in Madera County, and transportation is provided to and from the treatment center and to other medical appointments for dialysis clients as necessary throughout the county, Monday through Saturday from 5:00 AM to 9:00 PM.

No fixed routes enter Tribal land, but the Eastern Madera County – Madera Route runs close to the Rancheria.

From Madera, drivers should take the State Route 145 east entering State Route 41 in the northbound direction and then exiting at Road 200/North Fork Road and continue on this road until the Rancheria. To reach the Rancheria from Fresno, the path is very similar, with drivers entering State Route 41 in the northbound direction in Fresno.

One of the Tribe's challenges is to provide adequate access to the people that live in the allotments. The roads leading to these properties are generally perceived to lack maintenance, and potential problem in emergency situations.

4.2 *Future Transportation Alternatives*

No future transportation alternatives are currently programmed for the study area.

5. A Way Forward

While having citing Tribal transportation needs, the current Caltrans study scope did not include detailed transportation alternatives development or service planning. Section 5.1 however identifies an initial set of transportation/mobility service strategies. Rancheria administration officials have applied for Caltrans EJ funding for the preparation of a comprehensive long-range transportation plan – Community Transportation Plan.

5.1 Future Transportation / Mobility Service Strategies

Based on identified needs and within a framework recognizing existing transportation resources serving or in proximity to the North Fork Rancheria, the following is a set of practical and implementable service alternatives for the near term (five-year horizon) as well as a more strategic long range timeframe. Again, there is a need to further refine these strategies and undertake detailed service planning. The latter will result in detailed ridership estimates, service parameters, operating and capital cost requirements as well as administrative or governance considerations. The emphasis is on ensuring Tribal autonomy over the transportation services designed to serve their local and regional needs.

Service strategies should, at a minimum, meet priority mobility needs while being efficient and sustainable.

The range of potential service strategies could include, but certainly not be limited to:

- Flexroute or tribal and general public dial-a-ride services
- Service expansion to fill gaps or serve destinations not currently served
- Lifeline services (for example, service coverage once a week or bi-weekly)
- Volunteer driver reimbursement programs
- Subscription bus services
- Service strategies specific to the casino entertainment development addressing employee and guest access
- New service contract agreements with other county services (letters of understanding or more formal service contracts)

Any proposed transit alternatives will include the following information:

- Revenue hours and miles
- Estimated ridership based on peer experience, demographics, land use plans and population growth
- Conceptual schedules (service span and frequency)
- Vehicle types
- Service area coverage, including route and coverage maps
- Potential partnerships and service providers
- Applicable service policies and parameters

- Probable range of operating (and capital) costs
- Roles and responsibilities

5.2 Preparation of Community Transportation Plan

The purpose of the Community Transportation Plan (CTP) is to create a visionary document that lays the foundation for transportation improvements in the project area and surrounding communities for the next 25 years. The recommended transportation improvements will have the following objectives and address the following:

- a) **Improve Mobility and Access:** Mobility and access between North Fork and the surrounding communities, including Madera, Chowchilla, and Fresno is limited. There are only two major roadways that travel through North Fork that provide access to other parts of the County and transit services are limited. The study area is in need of more adequate access for people living in more remote areas, particularly during emergency situations. Roads leading to these areas generally lack maintenance and frequent transit services. The CTP will address these issues by developing a set of transportation alternatives that enhance the existing transportation system by providing more travel choices and better connectivity.
- b) **Stimulate the Economy:** The unemployment rate in the project area is higher than the national average, with many residents living in the surrounding areas commuting up to 40 miles each way for work in the cities of Madera, Chowchilla, and Fresno. The CTP will address this issue by improving the roadway and transportation network that commuters travel on daily. The transportation improvements proposed in the CTP will not only aid residents, but also tourists traveling to the Sierra National Forest and future visitors to the proposed Indian Casino and Entertainment Resort. This new development is currently in the planning stages and is expected to stimulate the economy for the Tribe and entire region by providing more jobs, investment, and opportunities.
- c) **Enhance Public Safety and Security:** Developing a transportation plan will greatly aid in enhancing the public safety and security of the region as well. The study area is located near the Sierra National Forest and is sparsely populated. The majority of the roads leading in and out of North Fork travel along stretches of mountainous regions with minimal lighting and signage. The CTP will include projects that physically improve the transportation infrastructure as well as enhance transit operations and other transportation modes to ensure the safety and security of travel for people, goods, services, and information.
- d) **Reflect Community Values:** The North Fork Rancheria of Mono Indians have strong community values and a rich cultural history that is deeply imbedded in the project area. It is essential that the CTP propose projects that balance and integrate tribal values through public outreach efforts and coordination with tribal members.
- e) **Enhance the Environment:** A unique characteristic of the project study area is its environmental features. It is essential that the growth and economic development of the region does not affect the existing wildlife. Steps must be taken to protect and cultivate the surrounding environment. The transportation projects recommended in the CTP will look at sustainable transportation alternatives that meet the needs of the residents as well as the environment.

The CTP will essentially be an implementation strategy that identifies short-term and long-term projects for the project area. The development and approval of the CTP will enable the Rancheria to leverage funds from the Federal Government Tribal Transit Funding Program and start implementing projects. Building on the Financial Plan that will be developed as part of the CTP, the Rancheria can begin applying for short-term, lower cost projects and plan for long-term projects with higher capital operating costs.

The Community Transportation Plan will complement the San Joaquin Valley Blueprint Planning efforts. Throughout the development of the CTP and after its approval, the Rancheria will work closely with the Madera County Transportation Commission to efficiently enhance the transportation system, provide sustainable transportation options and meet the needs of the surrounding communities and environment.

SAMPLE AGREEMENT FORM

AGREEMENT TO _____
FOR _____
FOR THE
NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

CONTRACT NUMBER _____

Agreement made and entered into this _____ day of _____, 2017, by and between the North Fork Rancheria of Mono Indians (the "Tribe") and _____ (the "Contractor").

WITNESSETH

WHEREAS, the Tribe wishes to retain the Contractor and the Contractor wishes to provide _____, and

WHEREAS, the Contractor has proposed to provide said services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the North Fork Rancheria and the Contractor agree as follows:

1. **Project Description:**
The Project consists of

2. **Scope of Services:**
The Contractor shall provide those services described in its proposal which is incorporated herein by reference as though set forth in full. However, with respect to conflict or ambiguity between this Agreement and the proposal, this Agreement shall control.

The Tribe shall provide a knowledgeable person to coordinate the Tribe's activities and staff with the Contractor.

3. **Incorporated:**
All requirements of the Request for Proposals and the representations made in the Contractor's proposal that are not in conflict with provisions of this Agreement are hereby incorporated by reference and made an integral part of the Agreement as though fully set forth herein.

4. **Schedule of Performance:**
The services of the Contractor shall commence within upon full execution of this contract agreement. This Agreement shall terminate on _____, 2017 unless otherwise modified in writing prior to such termination.

5. **Compensation:**
Compensation shall be paid to the Contractor upon receipt and approval by the Tribe of an invoice setting forth work actually completed. Total payment under this contract shall not exceed _____ dollars and _____ cents (\$ _____.__).

6. **Invoices and Payments:**

The Contractor will submit an invoice itemizing the services performed and expenses incurred in a form acceptable to the Tribe. Payment to the Contractor will normally be made within 45 days upon receipt of invoice and verification by the North Fork Rancheria of services rendered and expenses incurred. The Tribe may withhold payment to the Contractor pending resolution of, in an amount equal to questioned, disputed or disapproved amounts, for work not completed or delivered as required by the terms of this Agreement.

7. **Invoices Shall be Transmitted to:**

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA
P.O. Box 929
North Fork, California 93643

Attention: Chief Financial Officer

Payment of approved amounts shall be transmitted to:

Notices that may be issued by the parties shall be transmitted to the above address.

8. **Independent Contractor:**

In the performance of the services hereunder, the Contractor shall be an independent contractor and not an employee of the Tribe or related entities. The employees furnished by the Contractor to perform the work shall be deemed to be the Contractor's employees exclusively and said employees shall be paid by the Contractor for all services. The Contractor shall be responsible for all obligations and reports covering Social Security, Unemployment Tax and other reports required by any applicable State or Federal law. Contractor shall not have authority to act on behalf of the Tribe in any capacity whatsoever nor to bind the Rancheria to any obligation whatsoever.

9. **Indemnification:**

To the fullest extent permitted by law, the Contractor shall assume the defense of, indemnify and save harmless the Tribe and its officers and employees (collectively "Indemnities") from any claim, loss, damage, injury (including, without limitation, injury to or death of an employee of the Contractor or its sub-Contractors) and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation) that arise directly, in whole or in part, from (1) the services under this Agreement, or any part thereof and/or (2) any act or omission of the Contractor, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"), even if such Liabilities are caused in part by the negligence of any Indemnities, subject to the provisions set forth in this Section. To the extent, however, that the foregoing provision imposes an obligation of the Contractor that does not involve any negligence or other breach of obligation on the part of the Contractor or its sub-Contractors, then, provided the Contractor is in compliance with its insurance obligations under Section 11 below, such obligation shall be limited to the extent to which it is covered by the Contractor's insurance and that of its sub-Contractors, in no event, however, shall the Contractor's liability or indemnification responsibilities be so limited in the event of negligence or other breach of obligation on the part of the Contractor or its sub-Contractors.

The Contractor assumes no liability whatsoever for the sole negligence or willful misconduct of any Indemnity or the contractors of any Indemnity.

The Tribe shall include a provision in the construction contract with the general contractor on the project requiring the general contractor to indemnify the Contractor for the negligence of the general contractor and its subcontractors. The risk of an inadvertent omission of such provision is on the Contractor. Therefore, the Contractor shall review the construction contract prior to bidding to ensure that a provision has been included in the draft of the bid documents.

The Contractor's indemnification obligations for claims involving "Professional Liability" (claims involving acts, errors, or omissions in the rendering of professional services) and "Economic Loss Only" (claims involving economic loss which are not connected with bodily injury or physical damage to property) shall be limited to the extent of the Contractor's negligence or other breach of duty.

10. Termination:

The Tribe may, at any time prior to completion of the work, terminate this Agreement for any reason, including, but not limited to, default by the Contractor or circumstances beyond the control of Contractor. In the event the Tribe terminates this Agreement for convenience, the Contractor, within ten (10) days of receiving such notice, shall submit an invoice to the Rancheria in an amount which represents the compensation for services actually performed to the date of termination and for which the Contractor has not been previously compensated. Upon payment of the sum found due, the Tribe shall be under no further obligation to the Contractor financial or otherwise.

11. Insurance:

The Contractor shall maintain in full force and effect during the entire contract term Commercial and/or Comprehensive General Liability (including owned and not-owned automobile insurance) Insurance in the minimum limits set forth below and in a solvent company or companies that maintain a rating of "B+" or better and admitted to sell insurance in California through the Department of Insurance. This insurance must be under the usual terms employed by casualty companies in California, naming the Tribe and its respective members, officers, agents and employees as additional insured. Such insurance shall protect such additional insured and indemnify them against direct or contingent loss or liability for bodily injury, death and/or property damage arising in any manner from the Contractor's performance of this Agreement with the North Fork Rancheria, or the nature of the services provided, or any operations under or connected with this Agreement with the North Fork Rancheria.

A. The Contractor will maintain in force, during the full term of the Agreement, insurance as follows:

(1) Worker's Compensation Employers' Liability with limits as required by State of California (currently **\$1,000,000** for each accident).

(2) Comprehensive General Liability Insurance with limits not less than **\$1,000,000** per person per occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, and Completed Operations coverage. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion of the Contract.

- (3) Comprehensive Automobile Liability Insurance with limits not less than **\$1,000,000** each occurrence Combined Single Limit Bodily Injury and Property Damage.

The Contractor and the Tribe acknowledge that the insurance coverage limits provided above may not be sufficient to cover possible (unforeseen and unanticipated) claims. Therefore, subject to further negotiations after the execution of this Agreement, this Section 11.0 may be amended in writing to provide for an increase in coverage and for a correlative increase in the Contractor' fee.

B. Comprehensive General Liability and Comprehensive Automotive Liability Insurance policies shall be endorsed to provide the following:

- (1) Name as ADDITIONAL INSURED the North Fork Rancheria, its Officers, and Members of the Tribal Council, Agents and Employees, The County of Madera.

- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not increase the insurer's limits of liability.

- (3) All policies shall be endorsed to provide thirty (30) days advance written notice to the Rancheria of cancellation, non-renewal or reduction in coverage, mailed to the following address:

North Fork Rancheria of Mono Indians of California
P.O. Box 929
North Fork, CA 93643
Attention: Chief Financial Officer

- (4) Certificates of Insurance, in form and with insurers satisfactory to the Tribe, evidencing all coverage above, shall be furnished to the Tribe prior to award and before commencing any operations under this Agreement, with complete copies of policies to be furnished promptly upon the written request of the Rancheria, at the following address:

North Fork Rancheria of Mono Indians of California
P.O. Box 929
North Fork, CA 93643

Attention: Chief Financial Officer

- (5) Any coverage which the Contractor proposes to self-insure, or any intention to operate vehicles other than automobiles (i.e., boats, aircraft, etc.) shall require prior Tribe approval of the appropriate insurance to be agreed upon.

Approval of the insurance by the Tribe shall not relieve or decrease the liability of the Contractor hereunder. This Agreement shall terminate immediately, without notice to the Contractor, upon any lapse of required insurance coverage. The Contractor shall be advised that should the Contractor through its negligence fail to meet the professional standards of care and performance of its services

that result in additional costs to the Tribe, it will be the intention of the Tribe to recoup these costs from the Contractor.

12. **Assignment:**

The Contractor shall not make an assignment of this Agreement's proceeds or claims arising under this Agreement without obtaining prior written permission from the Tribe. In no event shall the Contractor assign the duties to be performed under this Agreement.

13. **Indian Preference in Hiring:**

The work to be performed under this proposal is subject to Section 7(b) of the Indian Self-Determination Act (25 U.S.C. 450 e (b)). Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations or Indian-owned economic enterprises.

14. **Employment Practices:**

In the performance of this agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall, in all respects in the performance of this agreement, comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60). The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination rates or pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Labor Department setting forth the provisions of this non-discrimination clause. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color or national origin.

15. **Anti-Kickback:**

The Contractor shall comply with the Copeland "Anti-Kick-back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR. Part 3). This act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to the Tribe.

16. **Drug-Free Workplace:**

The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of the controlled substance is prohibited on the Tribe's premises. The Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

17. **Work Hours and Safety Standards Act:**

This Agreement is subject to and incorporates, by reference herein, the provisions of the Contract Work Hours and Safety Standards Act, Sections 103 and 107, (40U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). The Contractor hereby declares that it is in compliance with said provisions.

- 18. **Administrative Remedy for Contract Interpretation:**
Should any question arise as to the meaning and intent of this Agreement, the matter shall, prior to any other action or legal remedy, be referred to the Contracting Officer who shall decide the true meaning and intent of the Agreement.

- 19. **Applicable Law and Venue:**
This Agreement shall be constructed and interpreted solely in accordance with the laws of the State of California. The venue for any dispute resolution, including legal action or any other method, shall be the County of Madera.

- 20. **Ordinances:**
The Contractor shall complete work on this Project to conform to all applicable Federal, State, and local laws, codes, ordinances, and regulations as modified by any waivers which may be obtained from the appropriate jurisdictions.

- 21. **Retention and Inspection of Records:**
Access shall be given by the Contractor to the North Fork Rancheria, or any of its duly authorized representatives, to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions. All records pertinent to this Agreement shall be retained for three (3) years after the Rancheria has made final payment and all other pending matters are closed.

- 22. **Entire Agreement:**
This Agreement constitutes the entire understanding between the North Fork Rancheria and the Contractor concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first written above.

**NORTH FORK RANCHERIA OF
MONO INDIANS OF CALIFORNIA**

CONTRACTOR

Signature

Signature

Title

Title

Date

Date