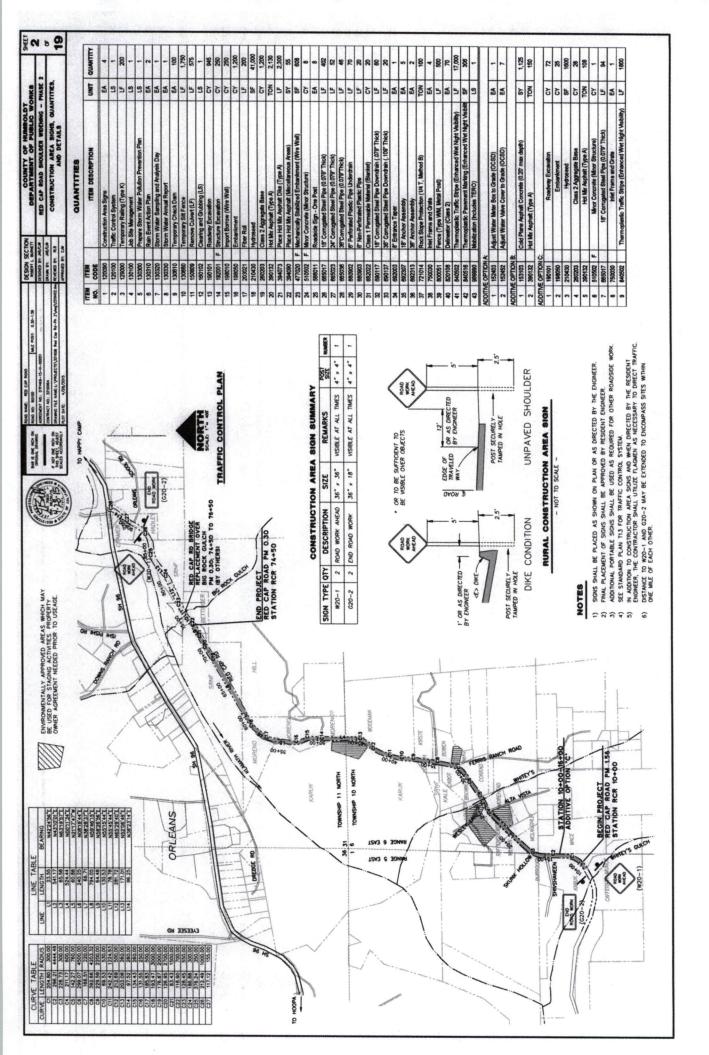
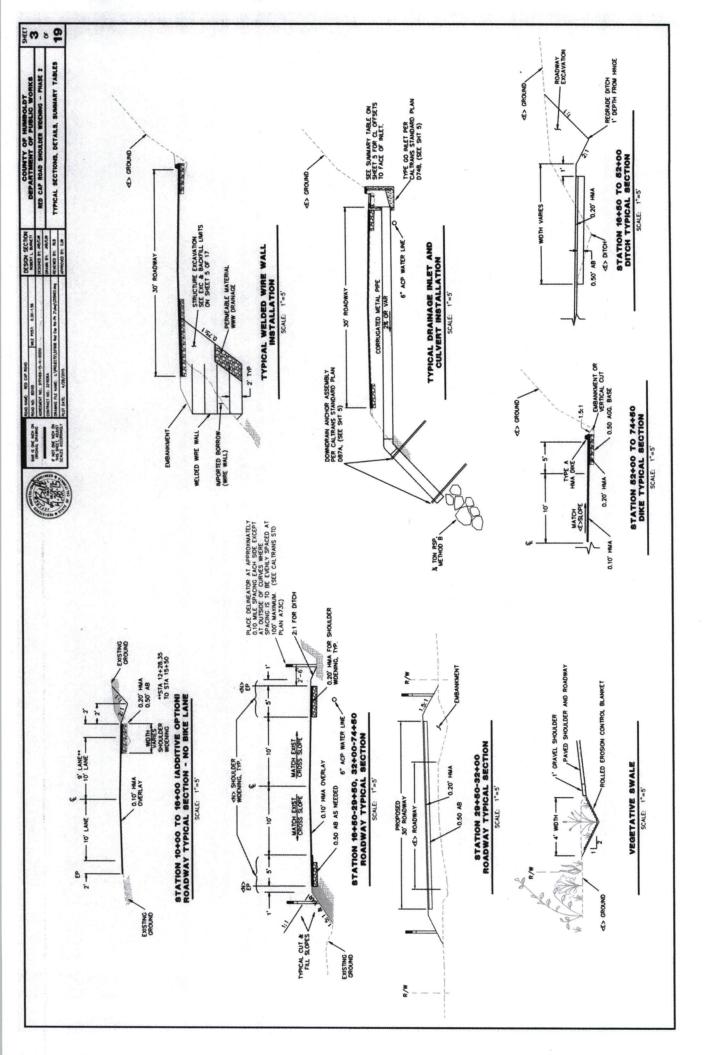
DEPARTMENT OF PURILOW WORKS    Mac 700 to 185-154   DEPARTMENT OF PUBLIC WORKS   1	WORKS STAND TO NOITE	WIDENING Filme of the Redword 1-00051	RECOMMENDED  SEPTEMBER AND BOLL BOLL BOLL BOLLED BOLL BOLL BOLL BOLL BOLL BOLL BOLL BOL	APPROVED  CHALLES IN THE STATE OF THE STATE	INDEX OF SHEETS  1 CORR SHEET  2 CONSTRUCTION AREA SIGNS, CUNNITIES, AND DETAILS  3-6 COUNTINGS, THYSICAL SECTIONS, AND DETAILS  3-11 PLAN AND PROFILE, AND SECTION  14-19 CHOSS SECTIONS	NOTES THE CONTRACTOR SHULL HAVE A CLASS "A" LICENSE FOR THIS PROJECT. REFERENCE TO CALTRANS STANDARD PLANS DATED 2010	DESIGN DESIGNATION TRAFF VALUE ADT (PRESENT-06)-266 TRAFF VALUE ADT (PRESENT-06)-266 DESIGN SPEED V=35 MPH & 45 MPH (POSTED SPEEDLMNTS) ORIGINAL LOW BD PRICE (CONSTITUTIO BT ORIGINAL LOW BD PRICE (COMPLETE) / (CONSTITUTION COST S
77 - 2018 (274) (	GOUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS AND THE KARUK TRIBE PROJECT PLANS FOR CONSTRUCTION OF	RED CAP ROAD (8Q100) SHOULDER WIDENING PHASE 2 - P.M. 0.30 TO 1.56 AGREEMENT NO. DTFH69-15-H-00051	CONTRACT NO. 321606A	RED CAF ROAD PH 0.3  BIG FOCK GLACH SINGE  REPLACEMENT AGE-TIT  ORLEANS  END PROJECT  END PROJECT	SH 95 FN 74-50 FN 0.30, STA 74-50 SITE LOCATION RED CAP ROAD (PHASE 2) PM 0.30 TO PM 1.56	REGIN PROJECT RED CAP ROAD PM 1.56, STA 10+00	STE MAP SCALE 1"=2000'
	COHA THE TOTAL T	RED C.	DEL NORTE CO. MORTE CO. MO	DO CILLION OF THE PARTY OF THE	OD ALINIHA	Andrew OT	LOCATION MAP NOT TO SCALE

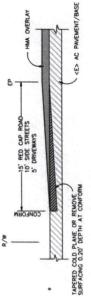




NAME RED CAP BOAD		DESIGN SECTION	COUNTY OF HUMBOLDT
3 NO. 80100	MAX POST: 0.30-1.56	ACREAT L. BURNETT	DEPARTMENT OF PUBLIC WORKS
EMENT NO: DTH68-15-H-000.		DESCRIP BY: JAB/CAR	RED CAP ROAD SHOULDER WIDENING - PHASE 2
CHTRACT NO: 321506A		DRAME BY JABALIE	
WHE FLE NAME: L'YMOLECTS\X	MONECES/AZHEOM And Cap Ro-Pn 21/amp1/CD94D4 dwg	REVENED BY: RLB	TYPICAL SECTIONS AND DETAILS
. DATE: 4/28/2015		APPROVED BY: CAW	

	NOT PAINTED ON - PLACE AS DIRECTED. DN THE ROADWAY
	NOT PAINTED ON - PLACE AS DIRECTED. DN THE ROADY
9	NOTE: # ROADWAY
COLD PLANE	PAINTED WARK LIMITS AS P
	COLD PLANE LI
	COLD

<E> EP>



TYPICAL LONGITUDINAL SECTION AT CONFORMS NOT TO SCALE

# TAPERED COLD PLANE OR REMOVE SURFACING 0.20 DEPTH AT CONFORM

NISTALL CHRISTY OB TRAFFIC BOX (OF APPROVED EQUAL) AND CAST ROW CONTRINS SERVEY, OR "MONAMENT" AS APPROPRIATE. TO THE DAY OF OF THE REST OF SUNFEY WOUNDERT, AND SET THE LOT PROSED OF THE REST OF SUNFEY WOUNDERT, AND SET THE LAST ON. COLLAR (3000 PSI MIN)
OVER 6" CLASS 2 AB (E) TRACE WIRE (IF PRESENT) (E) RISER PIPE (IF PRESENT)-SES AC ROADWAY SURFACE AFTER FINAL PAYING

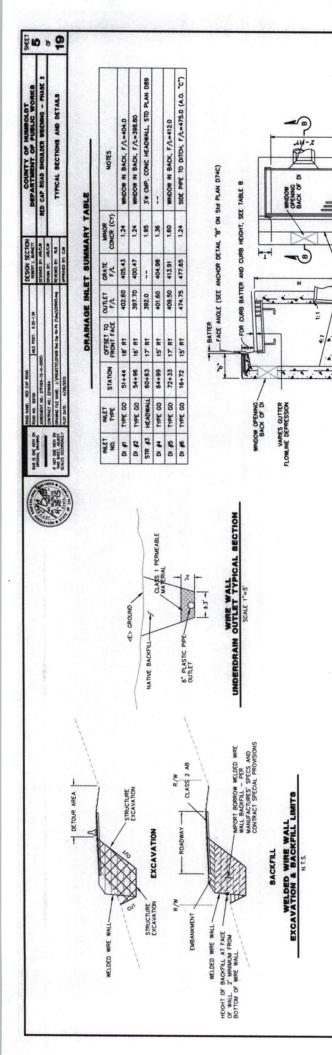
TRAFFIC BOX NOTES:

.. INFORMERSON, THE NEW TRAFFIC BOX SHALL NOT COME INTO CONTACT WITH THE RISER PIPE, AND

(E) AND COPPER TRACE WITE SHALL BE THEFACED AS SHOWN.

2. THE CONTRACTOR SHALL COMPLETELY DEMOLISH (E) CONCRETE COLLARS TO A DEPTH OF 12". 3. FOR MONUMENTS - SEE SPECIAL PROVISIONS SECTION 15 "EXISTING FACILITIES"

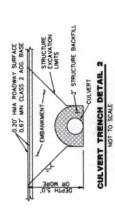
ADJUST TRAFFIC BOX COVER TO GRADE DETAIL
ADDITIVE OPTION
NOT TO SCALE



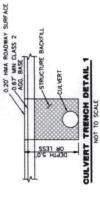
# CULVERT REPLACEMENT TABLE

NOTE: ALL NEW CULVERTS TO BE CORRUGATED STEEL PIPE

STATION	EXIST.	EXIST.	REPLACE REPLACE SIZE LENGTH	REPLACE	DOWNDRAIN	ANCHOR ASSEMBLY	NOTES
16+72	;	1	18.	40,+54			ADDITIVE OPTION "C"
26+25	48"	37'	1				2x48" CMP CULVERTS, <p> WWW HEADWALL</p>
30+81	12"	34.	18.	.94			
32+73	12"	13,	18.	.91			DWY CULVERT
33+59	12"	.09	18.	.09			DWY CULVERT
34+75	18"/24"	35,	24"	52,			
50+45	12"	75.	18.	.08			OUTLET THRU WWW
51+44	12"	36.	18.	40,			<p> GO DI, OUTLET THRU WWW</p>
54+96	18.	.09	18,	.09			<€> OMP, <₽> GO D!
60+63	18.	20,+00	36.	.94	50,	2	<e> OMP, <p> CONC HEADWALL</p></e>
64+99	18"	45.+DD	18.	20,	40.	3	<e> OMP, <p> GO DI</p></e>
72+33	12"/18"	20,+0D	*81	.00	20,	2	√P> G0 DI
	BASE BI	BASE BID TOTAL	*81	405,	.09		
		TOTAL	24-	52,			



NOTE: REFER TO CALTRANS STD PLANS A62F FOR CULVERT INSTALLATION



TOTAL 36" 46"

### TYPE GO DRAINAGE INLET

PLAN

SECTION B-B

2.-8

TABLE A

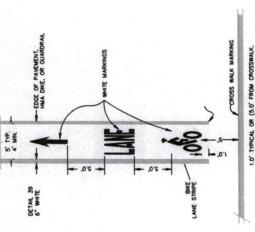
	H=3-0 TO	H=3-0 TO 8-0 (T=6")H=8-1 TO 20-0 (T=8"	H=8-1-10	20-0 (1=8
TYPE	H=3'-0" (CY)	ADDITIONAL PCC PER FOOT (CY)	H=8'-1" (CY)	ADDITIONAL PCC PER FOOT
8	1.24	0.245	3.39	0.346
9	1.62	0.322	4.36	0.446
FOR	TABLE BASED ON 8" FLOO FOR PIPE OPENINGS, AND QUANTITY OF CONCRETE, N	TABLE BASED ON 8" FLOOP SLAB, NO DEDUCTION FOR PIPE OPENINGS, AND CURB TYPE GYING HIGHEST DUANTITY OF CONCRETE, NO DEDUCTIONS OR	CURB TYPE GIVING DEDUCTIONS OF	CTION G HIGHEST R
ADA	JSTMENTS AR	ADJUSTMENTS ARE TO BE MADE TO THESE QUANTITIES BECAUSE OF PIPE OPENINGS, DIFFERENT FLOOR	FFERENT FL	QUANTITIES

TABLE B

-	1. 1+7	A1-8 8" 2" T+7" T+6"	81-6 6 4 7+5 7+4	
S. P.	A1-	A1-	-18	THE RESIDENCE AND ADDRESS OF THE PERSON NAMED IN

7

	HOND HAME: RED CAP ROAD		DESIGN SECTION	COUNTY OF HUMBOLDT
BAR IS ONE SHOW ON SHOULD NO. BOYOU	MOND NO. BOTOD	ME POST 0.30-1.56	ROBERT L. BURNETT	DEPARTMENT OF PUBLIC WORKS
OPICHIAL DRAMMS	ADDEEMENT NO.: DITHES-15-H-	90091	DESCRIED BY: JAB/CAR	RED CAP ROAD SHOULDER WIDENING - PHASE 2
-	CONTRACT NO: 321606A		DRAWN BY: JAB/CAR	
NOT ONE MON ON NES DATT, ADAIST	DRAWES FLE NAME: L. VPICATOR	F ADT DRE RICH DR JOHNSON FILL HAME: 1/PROJECTS/2010S RAW CAS RA-Ps 3/dwg/CD980S dwg REVENED BY: RLB	REVENED BY: RLB	TYPICAL SECTIONS, DETAILS, SUMMARY TABLES
CALES ACCOMONGLY	PLOT DATE: 4/28/2015		APPROVED BY: CAR	



1.0° TYPICAL OR (5.0° FROM CROSSWALK, IF PRESENT), OR CROSSROAD, OR 1000' INTERVALS

### BICYCLE LANE MARKINGS DETAIL

2" CALV

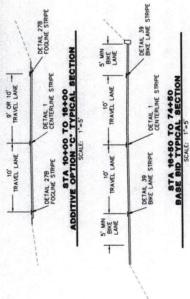
(E) AC DIKE OR CONC CURB

## STRIPING AND MARKING SUMMARY

THERMOPLASTIC PAVEMENT MARKING	MARKIN	9
DESCRIPTION	COLOR	AREA
STOP BAR	WHITE	45
'STOP' (4 TOT.) (22sf)	WHITE	88
'35' MPH (2 TOT.) (16.5sf)	WHITE	33
BIKE LANE SYMBOL (10 TOT.) (14sf)	WHITE	140
	TOTAL	306s

STRIPING	LENGTH	6200	,02	12460	TOTAL 18.
PAVEMENT	COLOR	4" YELLOW	4" YELLOW	6" WHITE	
THERMOPLASTIC PAVEMENT STRIPING	DESCRIPTION	DETAIL 1	DETAIL 21	DETAIL 39 & 39A	

(INCLUDES ADDITIVE OPTION "C")





BIKE LANE

- BOLT, TYP





- (E) GRADE SLOPE TO DRAIN

END

TO BE FLATTENED

CONC BASE

SIGN DETAILS

SIGN INSTALLATION DETAIL

### NEW SIGN SUMMARY

(HxW)	18"x26", 5"x12"	18"x26", 5"x8"		
SIZE	18"×26"	18"x26"	18"x26"	30"×30"
LOCATION	17+50(R)	17+50(L)	46+00(R,L), 69+00(R,L) 18"x26"	29+00(L), 33+00(R)
DESCRIPTION	BIKE LANE, BEGIN	BIKE LANE, END	BIKE LANE	CURVE WARNING SIGN
4	-	-	4	2
SIGN TYPE OTY	& R81A	& R818	R81	W1-2
S	RB1	188	-	

SIGN DETAILS ARE GOVERNED BY CALTRANS STANDARD PLANS YEALD SIDE SIGNS INSTALLATION DETAILS" RS1, RS2, RS4, RF4 HE MUTCD; AND CURRENT COLANTY OF HUMBOLUT DPW.

# SURVEY CONTROL & MONUMENT COORDINATES

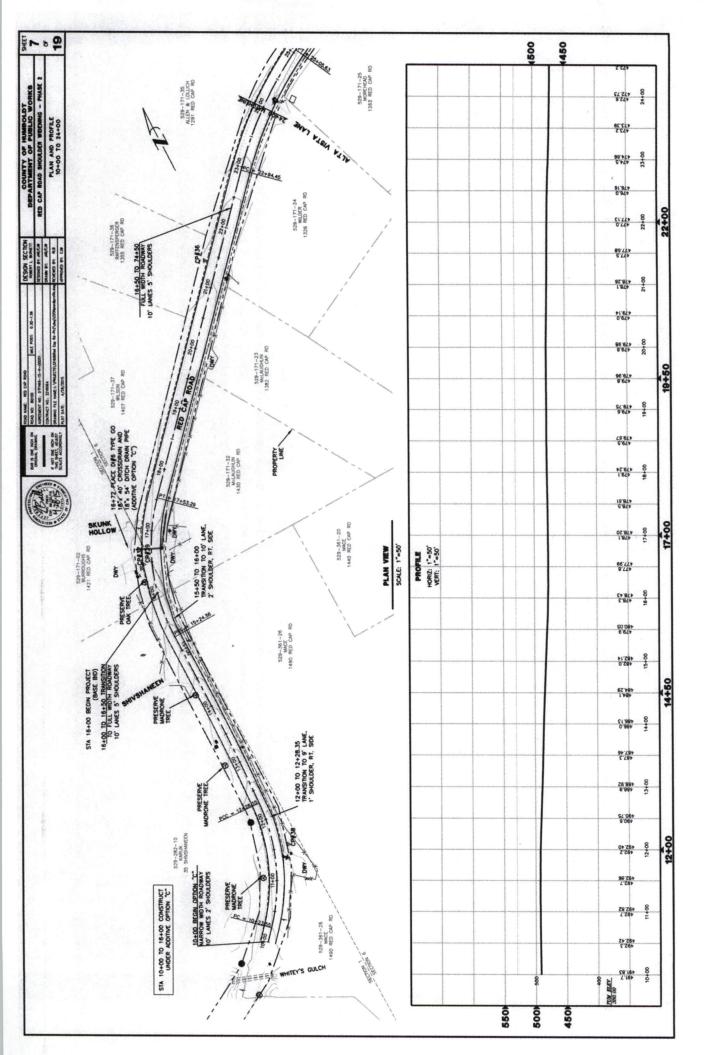
DESCRIPTION CP800SPIKE	FDUSDA3.25"ALCAP	CP800SPIKE	CP800SPIKE	CPBODSPIKE	CP800SPIKE	CPMAGNALDPWTAG	CP80DSPIKE	CP800SPIKE	FDREBAR	CP80DSPIKE	FD1 GIPBENTTIEDATGD	FD1"GIP	FD2.5"BC-0PC#5-RE1754-1963	FD1\2*GPLS4829	FD1\2"GPLS4829	FDUSDA3.25 ALCAP	FD2.5"BC-OPC#4-RE1754-1963	set80dspike	CP800SPIKE-FORMERLY11	set80dspike	set80dspike	set80dspike	set60dspike	set60dspike	set60dspike	fdusda3,25° alcapAP2	fdusda3.25° alcapAP3	set8Odspike	set80dspike	setmagnaliðkápætag	set80dinep	set80dspike	setmognoil&dpwtog	set80dspike	fd1-3/4" dlumcapstampedis 3945	cpset-cutspk-inrock-under96brdg	cpset60dspkflg	set60dspikeshnrorngflag+-0.2dee	set80dspkshnr	set80dspkorngflag4fltafasstr0.3	fd-rm6-brsscp-raingage	fd-rm7-brsscp-rocksiide	fd-rm8-brsscp-concslabcorner	fdbrsscp-h150-hwy96brdg
	FC	O	O	O	O	O	O	O	5	Ö	F	F.	E	14	F	7	F	20	O	š	in .	8	8	26	20	5	P P	S	8	8	8	8	20	ě	fd.	U	C	8	20	8	fe.	16	2	100
452.19	443.07	440.76	428.07	408.52	406.40	407.15	402.84	400.77	397.52	442.71	449.95	00.0	435.09	00.0	00.00	00.00	406.67	404.22	414.35	412.41	412.88	409.04	405.01	416.60	411.34	413.20	413.78	410.43	410.31	460.90	471.41	476.53	477.09	496.44	477.24	369.55	414.28	434.15	408.72	406.89	414.32	378.94	373.96	417.72
20000.00	19819.88	20070.13	20085.13	20329.04	20332.29	20333.89	20251.76	20288.21	20471.29	19824.24	20051.07	20388.97	20192.35	19724.91	19642.99	19697.58	20418.07	20985.27	21342.38	21706.86	22019.31	22294.14	22572.65	22918.17	23183.31	21649.65	21855.46	21918.10	21938.16	19975.97	19572.49	19168.85	18843.40	18841.58	18849.62	22526.79	22449.32	21956.28	22704.02	22374.06	22458.29	22486.77	22487.00	23105.19
NORTHING 10000.00	10021.96	10329.21	10639.41	11023.67	11326.83	11597,75	11883.31	12145.30	12404.41	10019.98	10078.30	11313.18	10591.44	10004.33	9913.89	10244.63	11419.62	12701.72	12913.77	13134.96	13338.29	13464,45	13659.43	13734.15	14098.72	13048.79	13187.81	13240.24	13294.75	9744.77	9440.08	9159.80	8786.89	8289.72	8790.90	14153.95	14231.53	13180.58	13704.85	13509.58	14239.95	14193.52	14204.57	14267.92
PNT.	2	3	4	2	9	7	80	6	10	13	14	15	16	17	18	19	20	21	22	23	24	26	27	28	29	30	31	32	33			36		38	39	40	41		43		100	101	102	104

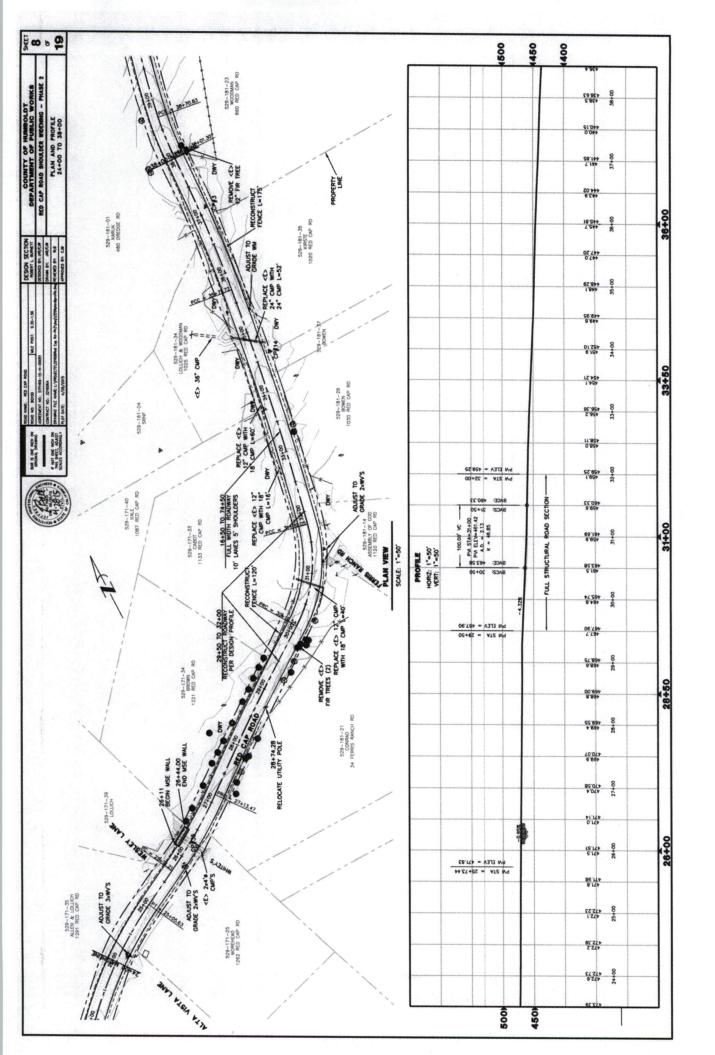
DATE OF FIELD SURVEY: MAY, JUNE 2010 & JULY 2013
BASIS OF BEARING: BOOK 21 OF SURVEYS PAGE 59.
BASIS OF ELENATION: NOVO 29 PER TIES TO USGS GAGE UPSTREAM OF THE US 96 BRIDGE. CP#100
EL=414.32.

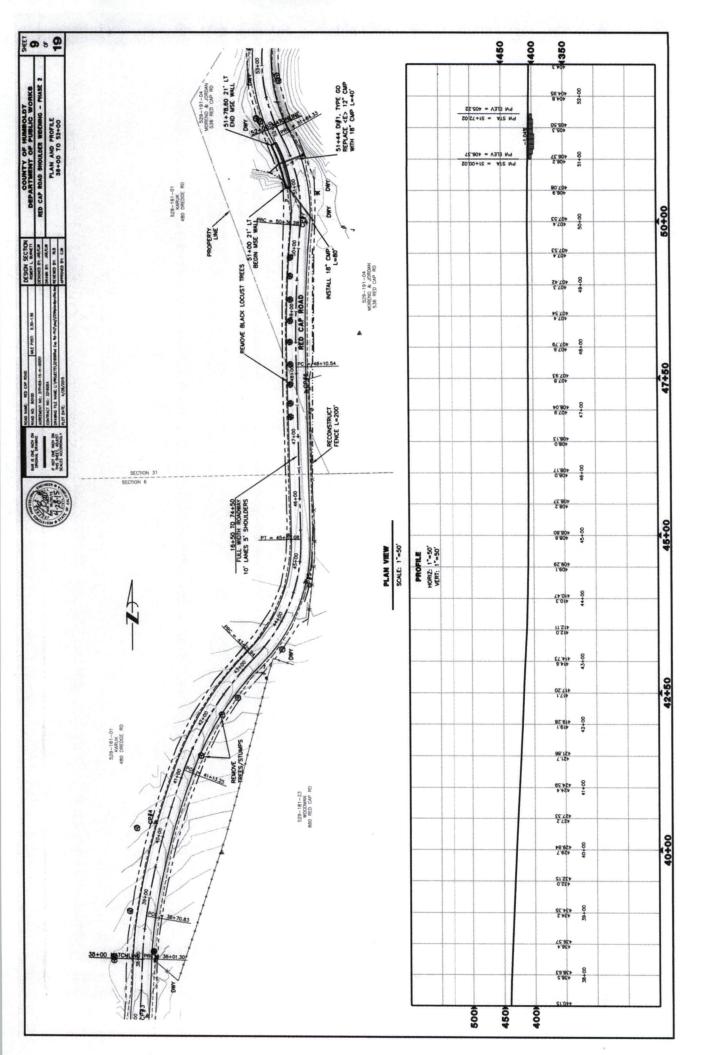
RIGHT OF WAY: THOUS STANDWIGHOUS OF STANDWING 36+854 RIGHT-OF-WAY IS 50' WIDE. 23' EACH SIDE OF CENTERJAK PER SUBDIVISION MAP DEDICATIONS TO THE COUNTY OF MANAGOLT FOR PUBLIC ROLD PURPOSES. (TIOGETHER WITH SLOPE MANAGOLT WAYS, ROLD CARGES) SET. BOOK B OF PARCEL MAPS, BOOK TO OF MARCE TATATY, BOOK 22 OF WANS, RACES 26'-22E BOOK B OF PARCEL MAPS, PAGES 9-10, BOOK 4 OF PARCEL MAPS, RACEL MAPS.

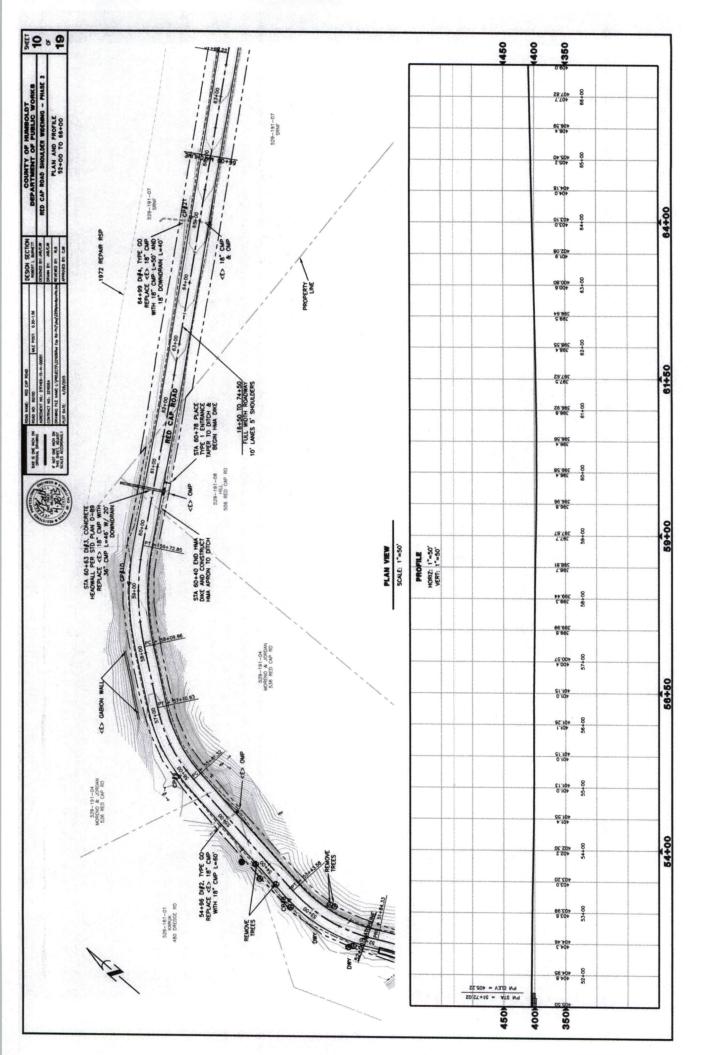
FROW STA. 36+86± TO 61+80± AND STATION 86+30± TO EDLO OF PROCEST IS MENDED COMMON! LAW PEDELOCHNON VIA LONGINE PUBLIC USE AND MANITEMANCE BY THE COUNTY. A 50' MICE STEPS 25' EACH SIZE OF COUNTY. A 50' MICE STEPS 25' EACH SIZE OF COUNTY. A 50' MICE STEPS 25' EACH STATION OF THE PROCEST IS STATION STATION OF THE PROCEST IS STATION STATION OF THE PROCEST IS STATION STATION AS TO STATION STATION STATION.

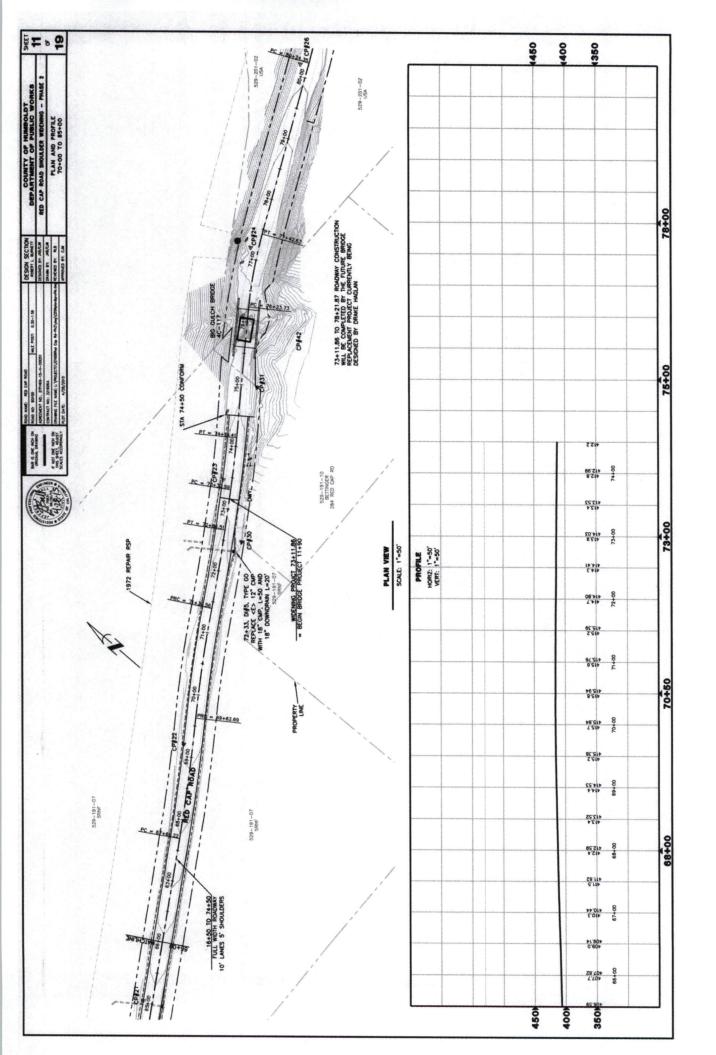
FROM STATION 61+60± TO STATION 86+30± OVER LANDS OF USA, RICHT-OF-WAY IS 66'WDE, 33' EACH SUB OF CENTRAINE PER USE FERRIY WITH US FOREST SERVICE, O'HER THAN THE AREA NEAR BIG GULCH BRIDGE, APPROX. STATION 75+75, AREA NEAR BIG GULCH BRIDGE IS MAPLED COMMON LAW DEDICATION FOR AN INFEGLURELY SHAPED AREA.

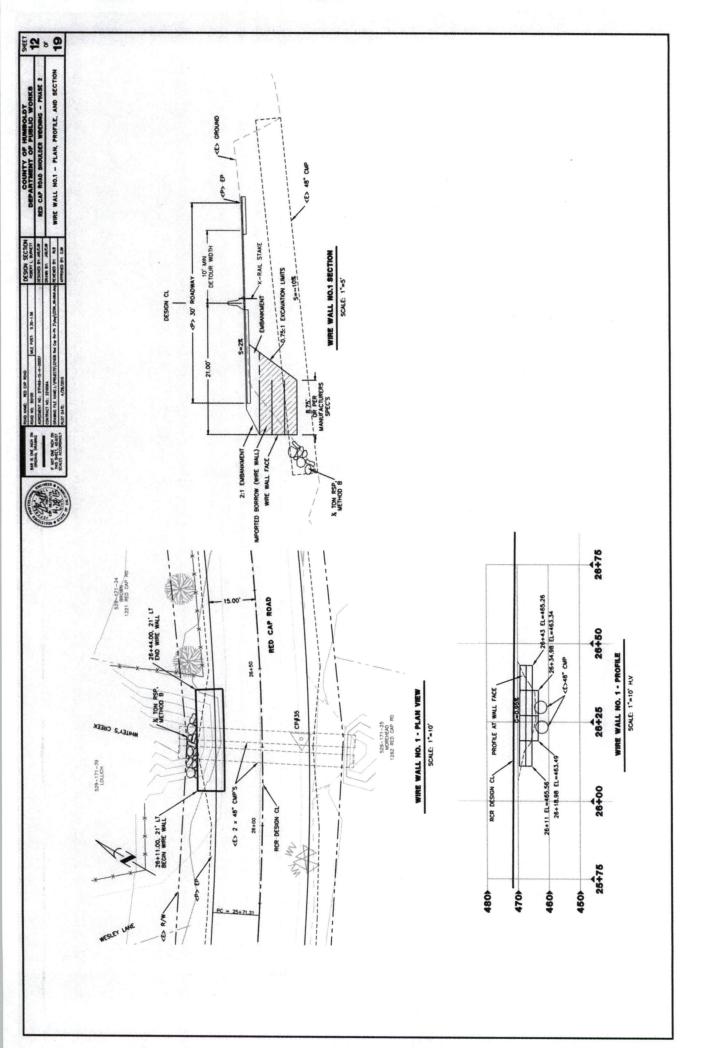


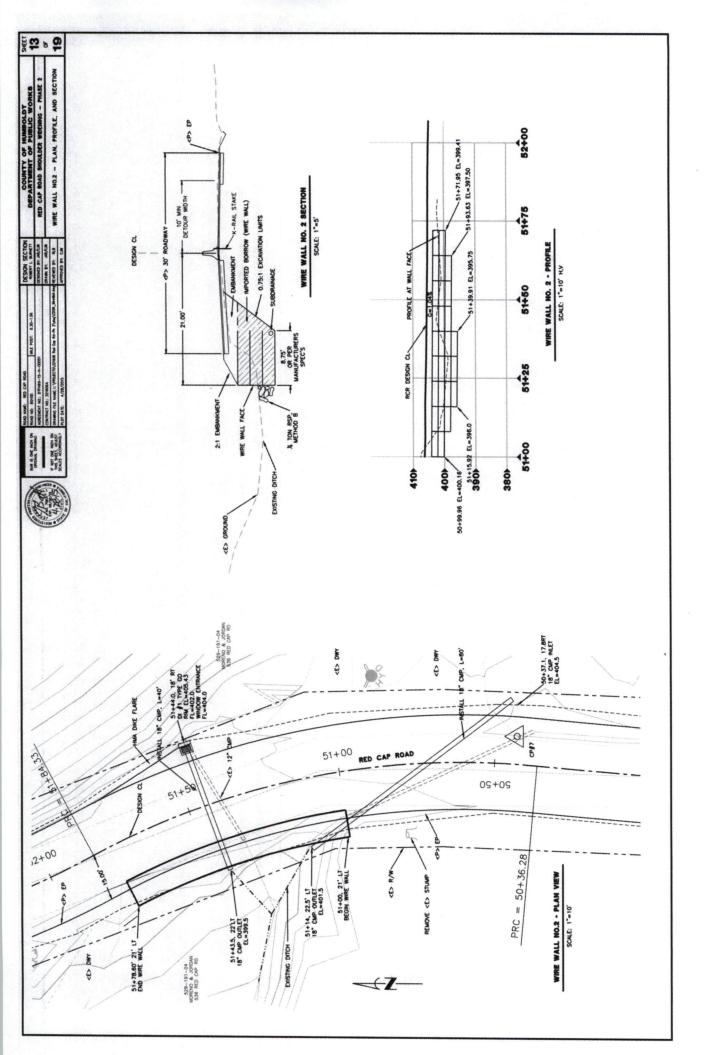


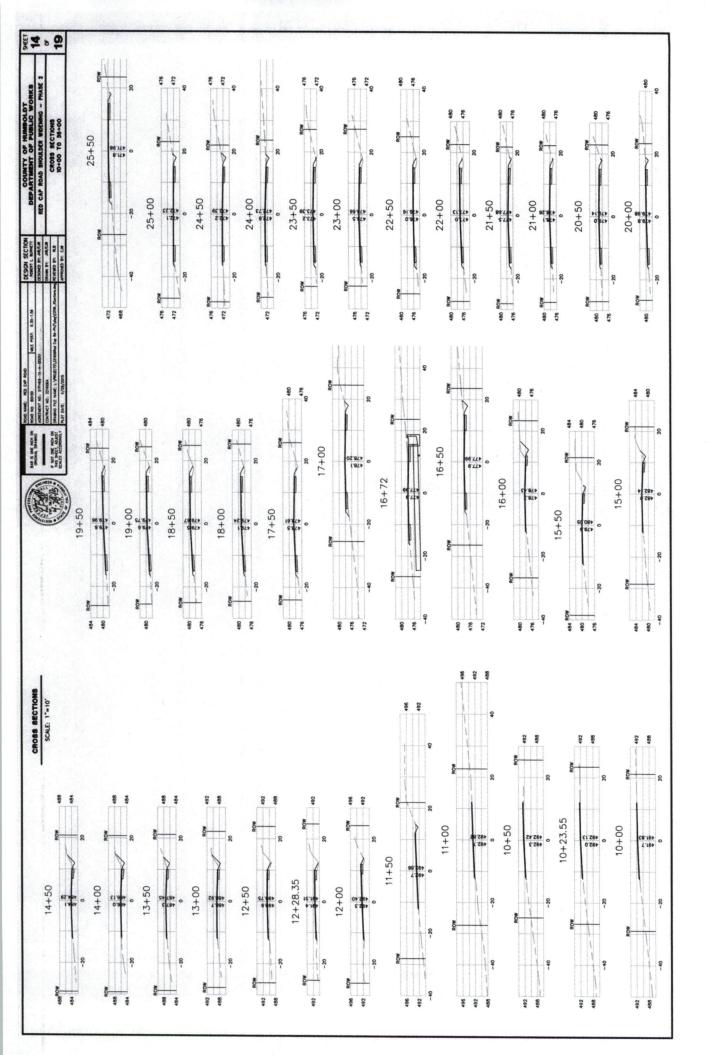


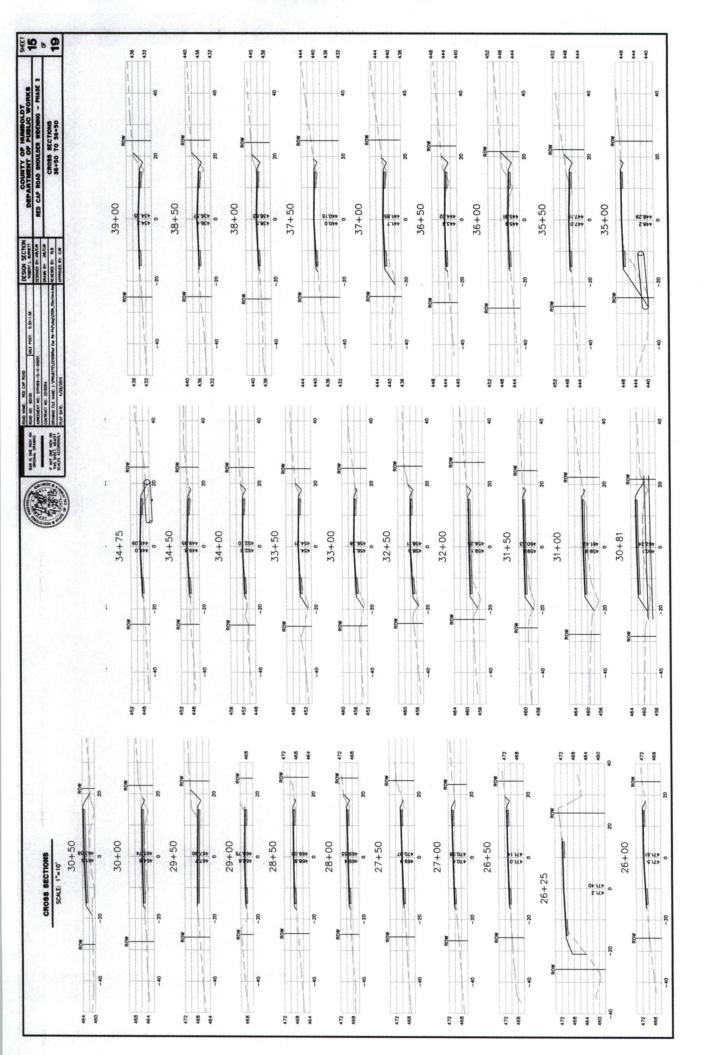


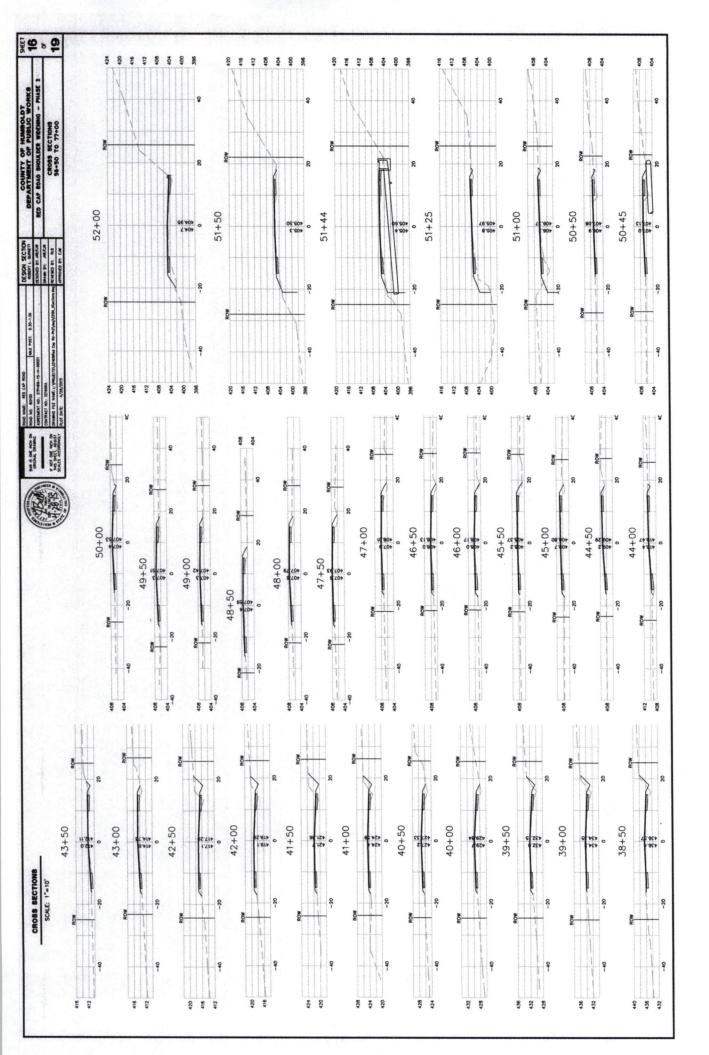


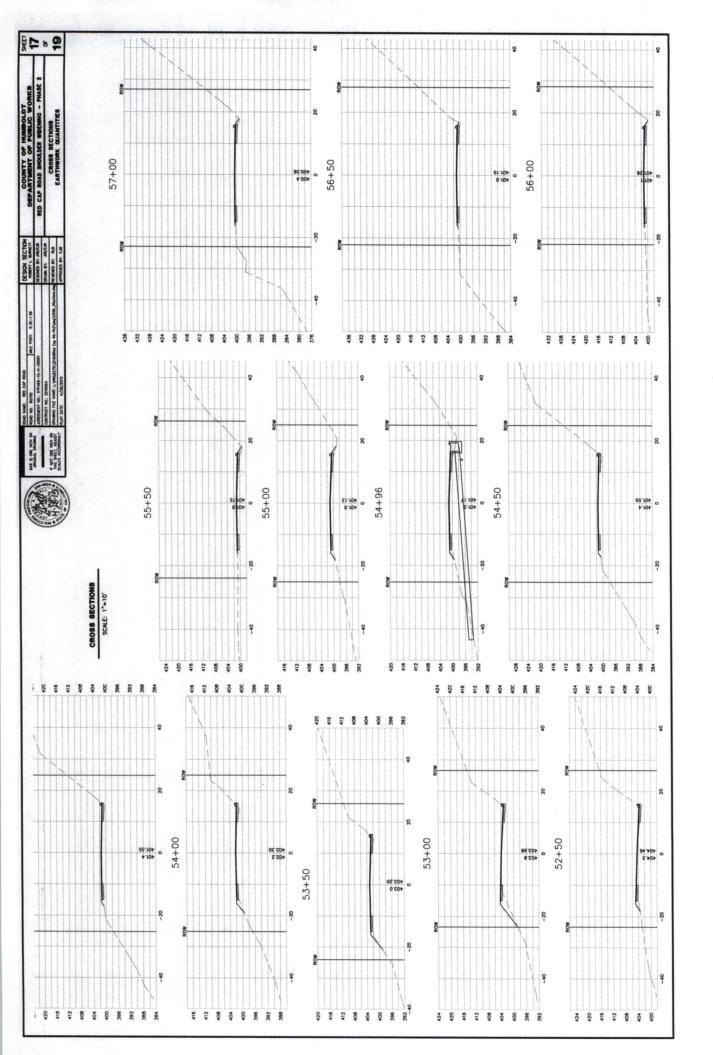


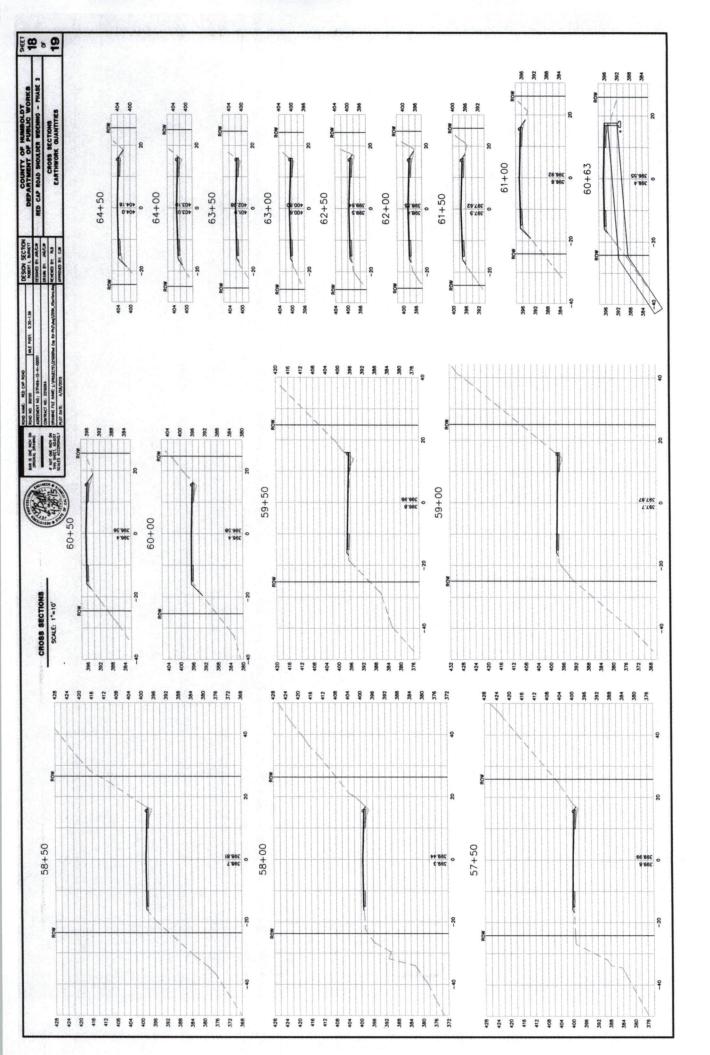


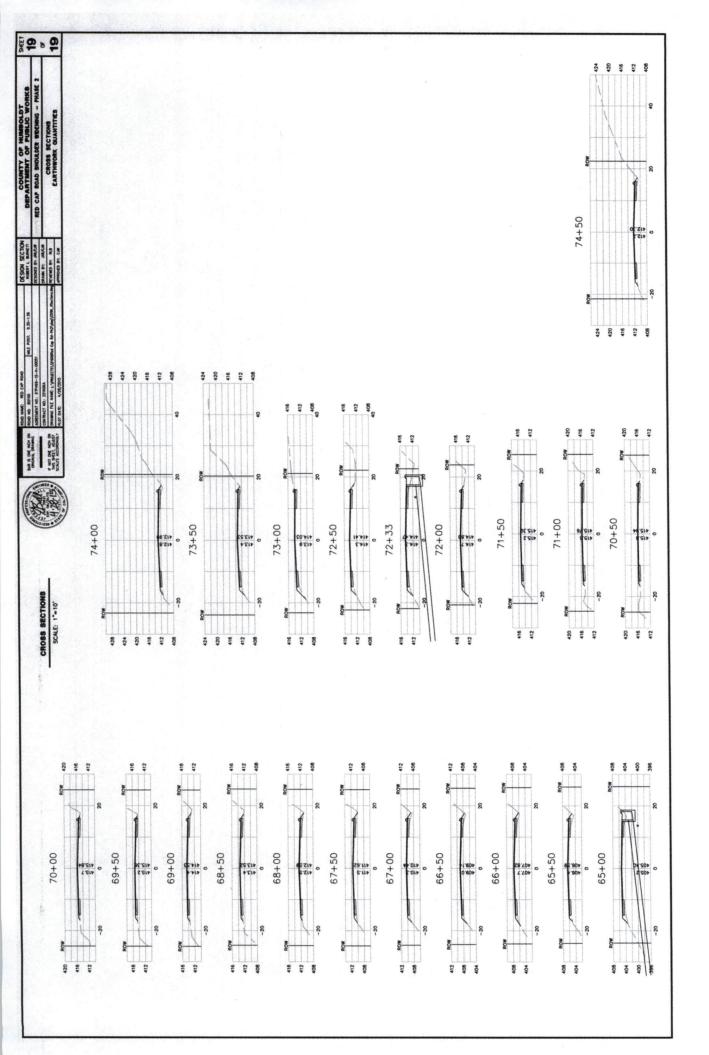












### MEMORANDUM OF AGREEMENT BY AND BETWEEN THE KARUK TRIBE AND COUNTY OF HUMBOLDT

This Memorandum of Agreement (MOA), entered into this \_\_\_\_\_day of \_\_\_\_\_, 2015 identifies and sets forth the joint and individual responsibilities of the Karuk Tribe, hereinafter referred to as "TRIBE," and the County of Humboldt, hereinafter referred to as "COUNTY," in the improvements to that approximately 1.3 mile section of Red Cap Road (8Q100), which is located within the town of Orleans in Humboldt County, California.

### WITNESSETH:

WHEREAS, the parties hereto mutually desire to implement improvements to that approximately 1.3 mile section of Red Cap Road (8Q100) that is located within the town of Orleans; and

**WHEREAS**, TRIBE has secured the necessary funding through the Federal Highway Administration Tribal Transportation Program (FHWA TTP) and other programs to undertake the actions outlined herein; and

WHEREAS, the parties mutually agree to undertake the actions outlined herein; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants contained herein, it is hereby understood and agreed by and between the parties hereto as follows:

### 1. PERFORMANCE:

- A. TRIBE will obtain approval for all funding for the project from the Federal Highway Administration (FHWA).
- B. The parties hereto have jointly prepared the necessary National Environmental Policy Act, California Environmental Quality Act, and National Historic Preservation Act documents and submitted these documents and received approval.
- C. The parties hereto have jointly surveyed, designed, and prepared the construction plans, specifications, and estimates for the proposed road improvements.
- D. COUNTY will prepare the construction bid package for review by TRIBE; and advertise and bid the project for construction. COUNTY will submit the qualified, responsive, low bid for approval by TRIBE, prior to award of the construction contract.
- E. COUNTY will administer the project in accordance with all applicable requirements of the FHWA TTP and all other terms and conditions of this MOA.
- F. TRIBE will provide resident engineering and cultural monitoring services for the duration of the project.
- G. TRIBE shall reimburse COUNTY for the construction contract and contract administration expenses.

- H. If requested by TRIBE, COUNTY will provide construction surveying services.
- I. COUNTY will be responsible for managing the relocation of any utilities out of the construction areas within the existing right of way prior to construction of the road.
- J. Reimbursements by TRIBE to COUNTY shall not exceed the availability of funding as identified in Amendment Number 2 to the Referenced Funding Agreement dated January 8, 2015 (Agreement No. DTFH69-15-H-00051) between TRIBE and the Department of Transportation, executed on April 7, 2015, which is attached hereto as Exhibit A and incorporated herein by reference.

### 2. <u>ADDITIONS NOT LIMITED</u>:

Nothing in this MOA precludes TRIBE, FHWA or COUNTY from bringing additional resources to implement the project as outlined herein or in subsequent construction documents.

### 3. OWNERSHIP AND MAINTENANCE:

- A. This MOA does not change any aspect of COUNTY's ownership or continuing maintenance responsibilities of that approximately 1.3 mile section of Red Cap Road located within the Karuk Tribe's ancestral territory.
- B. This MOA does not add any ownership or continuing maintenance responsibilities to TRIBE of that approximately 1.3 mile section of Red Cap Road located within the Karuk ancestral territory.

### 4. INDEPENDENT CAPACITY:

- A. It is understood that this MOA is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association.
- B. TRIBE assumes exclusively the responsibility for acts of TRIBE's employees, agents and subcontractors, other than COUNTY, as they relate to the services to be provided during the course and scope of this MOA.
- C. COUNTY assumes exclusively the responsibility for COUNTY's employees, agents and subcontractors as they relate to services to be provided during the course and scope of this MOA.

### 5. REVIEW BY LICENSED PERSONNEL:

Work performed by employees of TRIBE that are determined to be mutually cooperative, such as surveying or engineering work, shall be reviewed and subject to change by COUNTY employees who are appropriately licensed by the State of California in the subject fields, if such licensing is required.

### 6. TERM:

This MOA shall begin upon execution by both parties and shall remain in full force and effect, unless sooner terminated as provided herein, until September 30, 2018, or until completion of the work subject to this MOA, whichever is sooner.

### 7. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

The Karuk Tribal Council certifies by its signature below that TRIBE is not a Nuclear Weapons Contractor, in that TRIBE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons system or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. TRIBE agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this MOA if it determines that the foregoing certification is false or if TRIBE becomes a nuclear weapons contractor.

### 8. AMENDMENTS:

No amendments to, or alteration of, the terms of this MOA shall be valid unless made in writing by means of a written amendment signed by all parties.

### 9. <u>LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY:</u>

TRIBE does not waive its sovereign immunity or consent to suit in any court except as expressly stated in this section and subject to the limitations and considerations stated in this section.

- A. <u>Limited Waiver and Consent to Suit</u>. TRIBE waives its sovereign immunity and consents to suit as to "Covered Claims" as defined in Section (B)(1) below. TRIBE's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity, which is attached hereto as Exhibit B and incorporated herein by reference.
- B. <u>Conditions and Limitations</u>. This waiver and consent is subject to the following conditions and limitations:
  - 1. <u>Covered Claims</u>. This waiver and consent only applies to claims by COUNTY that TRIBE has violated any provision of this MOA or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this MOA. It does not include tort claims, claims for exemplary or punitive damages, lost profits, emotional damages, or any other claims not sounding in contract.
  - 2. <u>Covered Claimants</u>. This waiver and consent only applies to COUNTY, and not to any other person, entity, including any commercial or governmental entity or group, and not to any successor or assign of COUNTY.
  - 3. <u>Covered Courts</u>. This consent to suit only applies to the California State Courts in Humboldt County, and appropriate state appellate courts. TRIBE does not consent to suit in any other court.
  - 4. Remedies. This waiver and consent is specifically limited to an award of foreseeable monetary damages constituting a reimbursement of funds for obligations not performed

by TRIBE under the terms of this MOA, not to exceed to the total project cost contemplated under this MOA, and/or specific performance to compel enforcement of this MOA. This waiver of immunity expressly does not allow for recovery of attorneys fees or other costs associated with litigation of Covered Claims, or post-judgment interest. Any judgment awarded COUNTY pursuant to this section may only be satisfied from allocated FHWA TTP project funds and not from any other property or assets of TRIBE.

5. <u>Duration</u>. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only for such period as this MOA remains in effect, and only as to claims arising during the effective period of this MOA, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals therefrom until the underlying legal claim or claims have been finally determined.

### 10. DISPUTES:

If a dispute arises involving the interpretation, implementation or enforcement of this MOA, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

### 11. TERMINATION:

- A. Either party may terminate this MOA by providing the other party with thirty (30) days advanced written notice. Receipt of such notice by either party shall begin the thirty (30) day period required for termination.
- B. In the event of any termination of this MOA, COUNTY shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination, provided such services were rendered satisfactorily.

### 12. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOA shall be in writing and served personally, or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works

Attention: Thomas K. Mattson, Director of Public Works

1106 Second Street Eureka, CA 95501

TRIBE: Karuk Tribe Department of Transportation

Attention: Sandi Tripp, Director

PO Box 1016

Happy Camp, CA 96039

### 13. <u>RECORD RETENTION AND INSPECTION:</u>

- A. <u>Maintenance and Preservation of Records</u>. TRIBE agrees to timely prepare accurate and complete financial and performance records, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOA, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising there from.
- B. <u>Inspection of Records</u>. All records referenced by this section shall be made available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California, the Federal Government or COUNTY upon adequate notice and a showing that such inspection, audit or reproduction is necessary or required.

### 14. SEVERABILITY:

If any provision of this MOA, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOA.

### 15. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOA shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOA.

### 16. <u>JURISDICTION AND VENUE</u>:

This MOA shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this MOA shall be litigated in the State of California and venue shall lie in the County of Humboldt.

### 17. <u>INTERPRETATION</u>:

This MOA, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

### 18. <u>INDEPENDENT CONSTRUCTION:</u>

The titles of the sections, subsections, and paragraphs set forth in this MOA are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this MOA.

### 19. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

### 20. ENTIRE AGREEMENT:

This MOA contains all of the terms and conditions agreed upon by the parties hereto and no other agreements between the parties, oral or otherwise, regarding the subject matter of this MOA shall be deemed to exist or to bind either of the parties hereto. In addition, this MOA shall supersede in its entirety any and all prior agreements of the parties.

### 21. AUTHORITY TO EXECUTE:

LADIUZ TRIDE.

Each person executing this MOA represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOA. Each party represents and warrants to the other that the execution and delivery of this MOA and the performance of such party's obligations hereunder have been duly authorized.

RARUK IRIDE:		
By:	Date:	
<b>COUNTY OF HUMBOLDT:</b>		
By:Estelle Fennell Chair, Humboldt County Board of Supervisors	Date:	