

SEATTLE INDIAN SERVICES COMMISSION  
MINUTES OF THE MEETING

March 20th, 2007

Ms. Rosalee Walz – Chairman at 6:25pm, called the Tuesday, March 20th meeting of the Seattle Indian Services Commission to order.

**Present were:**

|  |   |
|--|---|
| <b>Chairman-Rosalee Walz, Commissioner</b>                       | Seattle Indian Health Board             |
| <b>Vice-Chairman-Iris Friday, Commissioner</b>                   | American Indian Women’s Service League  |
| <b>Treasurer-Augustine McCaffery, Commissioner</b>               | United Indians of All Tribes Foundation |
| Carla Jones, Commissioner  | Seattle Indian Center                   |
| Howard Hansen, Commissioner                                      | Seattle Indian Health Board             |
| Les Liggins, Commissioner (3/21/07 pending paperwork submission) | Seattle Indian Center                   |

**Absent were:**

|                             |   |
|-----------------------------|---|
| Andrina Abada, Commissioner | American Indian Women’s Service League  |
| Debora Juarez, Commissioner | United Indians of All Tribes Foundation |

**Staff/Public Present**

|                     |            |
|---------------------|------------|
| J. Michael Marshall | SISC Staff |
| Carol Peloza        | SISC Staff |
| Joseph Catania      | SIC Staff  |
| Victorine Joyner    | SIC Staff  |

**AGENDA ITEMS:**

1. **Approval of Agenda** – Ms. Walz requested a motion be made to approve the agenda. Mr. Hansen made a motion to approve the Agenda as submitted, seconded by Ms. Friday, the motion carried.
  
2. **Approval of Minutes** – Ms. Walz requested a motion be made to approve the minutes of February 20th, 2007, so moved by Ms. McCaffery and seconded by Ms. Friday, the motion carried.
  
3. **Executive Director’s Report.**
  - a. Financial Reports

| OPERATING ACCOUNT     |                |            |
|-----------------------|----------------|------------|
| MONTH-CLAIMS          | CHECK NUMBERS  | AMOUNT     |
| JULY-06 - DECEMBER 06 | 14214 TO 14509 | 581,507.13 |
| JANUARY-07            | 14510 TO 14570 | 100,782.52 |
| FEBRUARY-07           | 14571 TO 14607 | 81,799.96  |

| SISC PAYROLL ACCOUNT |              |            |
|----------------------|--------------|------------|
| JULY 06-DECEMBER-06  | 7696 TO 7757 | 120,108.35 |
| JANUARY-07           | 7758 TO 7769 | 20,241.81  |
| FEBRUARY-07          | 7770 TO 7781 | 18,300.45  |

| TRADITIONS & BEYOND   |              |          |
|-----------------------|--------------|----------|
| JULY-06 – DECEMBER-06 | 4541 TO 4545 | 2,018.87 |
| JANUARY-07            | 4546         | 60.00    |
| FEBRUARY-07           | 4547 TO 4549 | 1,029.04 |

Mr. Marshall presented the February financial report and stated that if there were any questions that he would be more than happy to answer them. Ms. Walz asked if there were any question on the financial report, Mr. Hansen asked what T & B was, it was explained to him hearing no further questions, Ms. Walz requested a motion to approve the report, so moved by Ms. McCaffery, seconded by Mr. Hansen motion carried.

Repairs – Mr. Marshall informed the Board that Mr. James Jensen was hired March 5<sup>th</sup> to make various repairs to the Leschi Center and Pearl Warren Building. The significant amount of that will be making repairs to windows in the Pearl Warren Building.

#### **4. OLD BUSINESS**

**Seattle Indian Center Rent Issues** – Mr. Marshall went into a brief history of the Indian Center’s rent issues–

Request from the Seattle Indian Center dated February 15<sup>th</sup> to forgive March’s rent.

February 20<sup>th</sup> Board meeting the Commission you had some questions regarding February & January rent but were not able to get any answers at that time.

You directed staff to generate a letter to the Indian Center that listed a schedule that would allow them to get current with the rent by June 30th. The rent would continue to be accepted a half a month late on the 15<sup>th</sup> and the other on the last day of the month the first of the following month, with the assumption that the late fees and interest would continue to be waived.

Met with Joseph & Victorine about some other possibilities.

February 26<sup>th</sup> Letter from the Commission to the Center.

When there was no response to the letter, consistent with the Board action last time, we filed a three-day pay or vacate letter, when we did not receive the rent.

On March 12<sup>th</sup> our attorneys received a letter from Jim Akins that basically said the Indian Center has incurred damages in excess of \$42,000 and they believed the Seattle Indian Services Commission was responsible for those liabilities and that we had not done the things that we had needed to do as far as maintenance was concerned, and they sent us a schedule of the money that was spent. This went to the attorney and there was a phone conversation apparently. During the phone conversation their attorney told our attorney that we would be having a check delivered for the back rent, the other thing in that letter stated, could we all sit down and talk and he restated that we should sit down and talk about this.

We received a letter from James Hopkins on the 15<sup>th</sup> of March with a check enclosed for one (1) months rent, and the offer to lessen the impact of the reimbursement, they are assuming that we would make them of \$42,000, they would be willing to accept a reduction in each months rent by \$6,630 until I assume the \$42,000 would be paid off. This was given to our attorney, the letter along with the check. There was still no mention of the \$4,430 owed for January or the \$16,630 owed for Februarys rent and no mention of how we were going to handle the future, so the attorney said not to take it, so we did not accept it. At this point where we are is our attorneys are preparing to file the summons and complaint and asking for a show cause hearing in late next week or early April, by which the SIC will owe \$54,220, plus attorney fees.

**Mr. Hansen** asked if questions were okay as he had several that were relative to that letter from Akin & Fine.

- 1) Who authorized them to do that work?
- 2) Did SIC pursue a standard required procedure regarding repairs?
- 3) Did they come to this organization and say that they wanted certain things done or that there were certain problems and ask that they were done?
- 4) Was there a request for further discussion if that was refused?
- 5) Why the arbitrary decision by SIC to involve what was not explained, I don’t understand where they are coming from, if they, are they just coming from their own assumptions?

**Mr. Marshall**, I assume that.

**Mr. Hansen**, Somewhere down the line a person always has to go to base to find out what they are standing on and I want to know what it is about these people that they determine they are going to be able to run their landlords?

**Mr. Marshall**, One of the things I can do is, that I did somewhat of an analysis of the money that they claim was payments, we filed a pay or vacate against the Indian Center on the 13<sup>th</sup> of November in the year 2002, more than half of the payments they’re claiming were made prior to that date.

**Mr. Hansen**, Did they request that they be able to do that?

**Mr. Marshall**, No.

**Mr. Hansen**, Then where’s their grounds?

**Mr. Marshall**, They can spend money obviously and do things to the building within the limits of the lease.

**Mr. Hansen**, How can their decision to spend money involve the Seattle Indian Services Commission, if they have not had permission or discussion? If they make that choice, that should be their own choice. It certainly doesn’t seem to me that, that involves us and for them to arbitrarily make their decision.

**Ms. Pelozo**, I've asked a couple of the employees have they read the lease? The lease, which you got at the last meeting, is quite clear on the procedures they are supposed to use in this type of situation. Your first question, they were not authorized.

**Mr. Hansen**, The answer is no.

**Ms. Pelozo**, In the lease, when you look at the lease, anything that is done to that building they are supposed to write or ask your guys permission to change the building. They have not done that in anything they have done to that building.

**Mr. Hansen**, That is what I wanted to know.

**Ms. Pelozo**, Did they follow procedures, no, that is why I have been asking them have you read your lease? It is quite clear in there what the procedure is. The basis for this?? Part of the problem Mike & I have been having is in the meeting and what happens in the meeting and what goes on as soon as the door closes is completely different than what has occurred in the meeting.

**Ms. Jones**, In a meeting with?

**Ms. Pelozo**, Indian Center staff.

**Ms. Jones**, I just wanted to get clarification.

**Ms. Hansen**, Well it appears to me, I used to have a couple of rentals and before they could even polish the doorknob I wanted to know what they were going to be doing so that I could approve it and if they didn't come to me one guy put in a hot water tank and then tried to knock it off of his, he wanted a bigger water tank so he took out a fairly new one and put in a bigger one and tried to get me to pay for it, and that did not function worth a darn it didn't work. It seems to me that what these people here are doing, they're like the cart pushing the horse.

**Ms. Pelozo**, At this point in time, we are not sure exactly, all the work they have done to the inside. The only way we would know that is to take the plans that were approved and walk through that building. But nothing, they did request skylights and those were approved, they paid for those themselves, so they are responsible for that repair which is one of the items that they listed in their letter. We don't know what they've done in there because they haven't requested approval.

**Mr. Marshall**, The only time there've been requests is when there's been money tied to it. We did something, we provided cabinetry for the front classrooms they asked for it and we provided it. The question I would have about the money the Indian Center claims we owe them, is that the events that triggered the owing of the money since that event, which is our first notification, actually, through you (referencing Ms. Jones) about the day care issue that states \$5700 is actually owed not \$42,000. So it's very hard for me to understand how a check to Lowe's or a payment to Lowe's on September 27<sup>th</sup> of 2001 is relative in respect to a day care issue that was first time we ever notified of it was on the 18<sup>th</sup> verbally on the 18<sup>th</sup> of January.

**Mr. Hansen**, It appears to me that this body is doing what they want us to do. They're making all kinds of noises and they're stalling the issue and all the rest of that. I can't understand, why our attorneys, can't show them, their attorneys, where they don't have no leg to stand on.

**Ms. Pelozo**, Mike had mentioned that our attorney had been talking to their attorney. Our attorney, when he got done talking to their attorney, was under the assumption that when we got the check, it would be for the full amount. He did not expect a check for this amount.

**Mr. Marshall**, He was very surprised at one months rent.

**Mr. Hansen**, Five percent didn't work on it.

**Ms. Pelozo**, He was of the understanding from attorney to attorney that we would get paid in full. Then we would negotiate after. Our attorney is continuing, he sited to Mike, this is what is going to happen and he is continuing on with the process, it hasn't stopped. He is in the process or may have already filed the summons and complaint. I think there are four or five steps.

**Mr. Hansen**, They have a statement in here from the letter from Aiken & Fine, in the second paragraph, on account of SISC's breach of that duty. What breach of duty are they referring to?

**Ms. Pelozo**, Your guess is as good as mine. I think they are alluding to the repairs. One of the things we already contended is that the reason for the day care is not only just the building. Prior to July of last year we could not get from the State of Washington what was wrong with the child care, but after that they started posting it, you can go online and search Tillie Cavanaugh Child Care Center and see exactly how many complaints have been filed against that child care and for what.

**Mr. Hansen**, The attorneys will take care of all of that? Bringing all the relative issues to?

**Ms. Pelozo**, The only issue right now is the rent. Any other issue is an additional legal issue, right now they owe rent, there were procedures to pay it and none of them have been followed. This other, the day care issue isn't even in consideration right now, it's not an issue.

**Mr. Hansen**, They're bold.

**Ms. Walz**, It's in the hands of the attorneys?

**Mr. Marshall**, Yes.

**Ms. Pelozo**, Yes, until we receive all the rent, unless we receive all the rent, if we only receive a portion of it, the process continues on.

**Ms. McCaffery**, I'm inclined to let the attorneys take care of it.

**Ms. Jones**, It's out of our hands now. It's in process right now.

**Ms. Walz**, So we will leave it to our attorneys to work it through the system.

**Ms. Jones**, This is very sad, the City was very surprised, they thought we were six months or eight months behind and they were shocked to hear that it was such a short amount of period in which they were behind in the rent at that time it was January & February I guess and also the current month.

**Ms. Pelozo**, Our PDA Coordinator, Jill Simmons and then Jennifer Chan, since the beginning of this action has been cc'd. The Indian Center called the Mayor's Office and it was funneled down to Al Poole, we have also passed on correspondence to him and he has also requested that he be kept informed of anything we got.

**Ms. Walz**, Which we hope is the rent.

**Ms. Pelozo**, I did ask them if there were any funds in the City that the Indian Center could go after, and I was informed that they missed the boat.

**Mr. Hansen**, There were some at some point?

**Ms. Pelozo**, There were at some point, yes, there were at some point but they could only now apply for 2008.

**Ms. Walz** asked If there was any other discussion or should we let the attorneys handle it now.

**Ms. Jones**, That's all we can do. I do know that word had come from the City that was encouraging mediation instead of having attorneys fees get racked up on both sides but now its with the insurance attorneys and the insurance attorneys and the attorneys and that's who's getting money out of this whole thing now instead of repairs that whose to say what that needed to be taken care of due to emergency situations with the child care and things funneled along so that's, now everything is in the attorneys hands.

**Ms. Pelozo**, On the other issues they raised, we are in contact with the State of Washington and are requesting correspondence regarding the childcare center and the lost revenue.

**Ms. Walz**, Is there anything else on that anyone, Mike is there anything else?

**Mr. Marshall**, Well I do feel, I'm sorry, I do feel compelled to say, there has been a lot of talk about attempts at getting together and talking about these issues, but there has never been I mean as I said Joseph and Victorine came over and I thought that the conversation was very beneficial and that we were at least kind of beginning to address some of the issues both long and short term and then after that there was no further communication and I'm assuming that's because the notice was filed and then Akin says we want to talk to you but there is no attempt to talk. Talking to someone requires trying to do it and that hasn't happened, that simply hasn't happened.

**Ms. McCaffery**, I think that the initial letter that went over, should have triggered some discussion and some agreement, it was pretty straight forward in what the request was and the financial schedule and is meeting all the legal requirements in terms of what is required to do that, so that should have been the trigger right there to have that conversation and to come to some agreement, if they wanted to come to some agreement.

**Ms. Walz**, Or a different schedule.

**Ms. Jones**, One thing I know that is going on over there is, the Executive Director has been on sabbatical and that was at the end of December that that began and we are dealing with an Acting Director at this point and that's something that couldn't have occurred at the most worst time and I know that we are trying to work with this and now we feel like our hands are tied I thought that this letter that was sent over was in the best effort off trying to that the Center sent to Mike with the check was trying to offer up something that they can do.

**Mr. Marshall**, Do you understand that there was two months rent that's owed that weren't mentioned in that letter? It didn't even say-

**Ms. Jones**, I would say that that comes from, the lack of mentioning that, maybe that could have been a part of dialog that started, okay we got this, where's there is no mention in your letter about-

**Mr. Marshall**, We did that.

**Ms Jones**, I'm just saying-

**Mr. Marshall**, We had that dialog after the last meeting when they asked us to forgive March's rent. Joseph was here and we asked him well what about January and February or the part of January and February, and he says I can't I'll bring that back, but I can't answer that, because I'm not authorized to

answer that, well, we understood that. The information was on the table at that point, what about January and February and there has been absolutely no indication from anybody that they're an issue.

**Ms. Pelozo**, The \$42,000 they're claiming they're owed, you just got the lease, you read it, it's quite clear in there, for any repairs in that building they were supposed to get the landlords approval.

**Ms. Jones**, My thing right now, were I am at, is the rent. All of you know that I'm involved with real estate and I have rental properties as well, and I know that is a critical issue. I also know what a critical issue is to our community and it is that Center over there regardless if you want to talk about it for the food bank or for the child care or for the 24/7 program that's over there or whatever programs that are offered there, that is essential to the area and to our people. I am offering up right now and I want it on record, I mean all of this phone calls back and forth about this or that, I want to offer up as to be a liaison to try get these two groups together to get a happy medium and get attorneys out of our pockets and that's out of both sides.

**Ms. Pelozo**, Right now our attorney fees will be billed to the Indian Center.

**Ms. Jones**, And the attorney's of the Indian Center's, the Insurance Companies are saying the same thing. Why can't we come together and do this, I mean three months, we are looking at three months rent, and they have given one months rent.

**Ms. Pelozo**, Carla, all they had to do was say, I can't pay the rent, give us two thousand dollars.

**Ms. Jones**, They have an Acting Director.

**Mr. Marshall**, No, they didn't have an Acting Director, they didn't have an Acting Director when this started Carla, they didn't have an Acting Director.

**Ms. Pelozo**, They did not have an Acting Director when this started.

**Ms. Jones**, Okay.

**Mr. Marshall**, This has been going on for-

**Ms. Pelozo**, Camille was just over there last week-

**Ms. Jones**, We are talking about-

**Mr. Marshall**, I know this has been going on-

**Ms. Jones**, We are talking about January February and March's rent right now that is what we are talking about-

**Mr. Marshall**, The Reason why we are there-

**Ms. Jones**, Not 2002-

**Mr. Marshall**, No, we didn't bring up 2002 you guys did that wasn't us.

**Ms. Jones**, Well, at the first part of this meeting you-

**Mr. Marshall**, You're saying that we owe you money from 2002.

**Ms. Jones**, At the first point of this meeting, you were going back, you started at 2002 I'm going 2002?

**Ms. Pelozo**, Have you read the letter?

**Mr. Marshall**, That's right because the letter you sent to us-

**Ms. Jones**, I didn't send it, but what I am saying-

**Mr. Marshall**, Is claiming expenses from 2002 relevant to this rent of January, February, March.

**Ms. Jones**, I want to look at January, February and March, that seems like it makes sense to me and and the Center has appointed me and asked me to be a Commissioner and it seems like a no brainer.

**Mr. Marshall**, But do you understand what I am saying?

**Ms. Jones**, I do.

**Mr. Marshall**, Then if you want to look at January, February and March.

**Ms. Jones**, I do.

**Mr. Marshall**, Then have them take off everything but January, February and March, off the table and we will talk about it.

**Ms. Jones**, That's the whole part of the whole thing is to get all together and that is what I am saying. I would be an advocate in opening a dialog for that, or a liaison, or a meeting, or a mediator, or something and stop attorney fees from racking up on all this.

**Ms. Pelozo**, But a dialog for what, they owe the rent, where they can't pay it or where we get it in schedules or what?

**Ms. Jones**, That's what I'm talking about, that's what the meeting would be in regards to, doesn't that make sense?

**Mr. Marshall**, Well no.

**Ms. Pelozo**, No.

**Ms. Jones**, That doesn't make sense?

**Mr. Marshall**, No it doesn't make sense.

**Mr. Hansen**, If there has been some effort on our part in order to-

**Ms. Jones**, Rosalee-

**Ms. Walz**, If it had been earlier, I think so.

**Mr. Hansen**, -If we have made a discussion effort and they haven't answered it and we are going to do this that and the other thing why should it continue? If it hasn't happened in the past why should it be assumed that it is going to happen now if you do this, this time then we'll do it. I really have a lot of trouble with this whole thing, this kind, it is very confusing and very arbitrary and between landlords and renters I don't see that routine, frankly.

**Ms. Peloza**, This would be the issue, the Commission itself has its own bills and its own responsibilities to the Indian Community. It has two buildings not just one and on the issues, now when we're paying our bills we rely on the Health Boards rent payment to make our bills, now we have other bills that come in for repairs that we rely on the Indian Center. I'll call them, are we going to have a check, yes, but I can't get it to you because my money hasn't been deposited in the bank. Well they are telling me the money is coming I'm sitting here waiting, I'll call five times, I get no response, nobody will call me back and then we don't get a check. The last check we got for four thousand dollars, the only reason I think we got it was I told them I mailed out bills based on you saying you would pay the rent, and we needed four thousand right that second to pay Royal Glass. These are Commission's bills, you know you guys here at the table have your own bills it just isn't the Indian Center. We have other money and that this goes to, for the community, not just the Indian Center, and you know we are not meeting the Commission's obligations which is why you are sitting at this table for the Seattle Indian Services Commission, not for the Indian Center not for the Health Board not for the Service League you are here to represent the Seattle Indian Services Commission to the community and right now you know we are having trouble here.

**Ms. Jones**, I know it's very sad.

**Ms. Peloza**, We don't have a money tree, we don't have a bank account we spent, \$177,000 to put on a new roof because the Indian Center was leaking, people forget that, we didn't put it on there because we wanted a new roof, we put it on there because we had already spent \$20,000 to Advance Construction for scuppers because they thought maybe that was why it was leaking, on and on and on to the tune of..., we put that roof on there for the Indian Center. Now we get a lot of, what's been coming at us is, you're not doing anything to help us, and I've been sitting here thinking, I personally went over there and washed the Indian Center down, I didn't see their staff, no one else, I went in there with Clorox, masks and personally cleaned that out so they wouldn't get the day care shut down. I looked up on the internet, what do they needed to do to keep going and we did whatever we could to make sure this would happen, and what do we get.

**Mr. Marshall**, We don't even get a phone call returned and that's the problem, when you say come to the table and negotiate in good faith, I'm all for it, but if you're not going to answer my phone calls and you're not going to initiate a phone call that says we're having trouble. We have yet, have yet, except for the letter the Commission got at the last meeting, had the Indian Center say we have some trouble with this financially, in any kind of way we can react to, it's kind of like give us the money, give us the rent free. First of all we can't do that, we are a public development authority, the State Auditor would have us up a tree if we wrote off two or three months rent, we can't do it, they got on our case because we weren't charging you late fees-

**Ms. Jones**, Charging the Seattle Indian Center,

**Mr. Marshall**, Yes, the Seattle Indian Center, late fees and interest that was what brought us back to the Commission I had to call Camille up and say would you please request that we waive the fees, okay I'll do that and they did, but I had asked for it before, we need to have somebody request that the fees get waived and the Commission can take action on it and then it's okay, and they did. There's a lot of water under the bridge unfortunately, and I think that's really, really unfortunate and I think that the way to deal with this is not to say that now that we are on the verge and the lawyers are involved - now lets talk about it, where was the let's talk about it say in February when you were a month behind in your rent or a month and a half behind in your rent, where was let's talk about it say in the beginning of this month, it wasn't there and it's not like we don't respond when we are asked, we do. Tell me to shut up Rosalee.

**Mr. Hansen**, When you made the remark about a Director that's on a sabbatical, somebody made the remark, you did-

**Ms. Peloza**, Carla did.

**Mr. Hansen**, Then nothing can be done until this Director comes back or what is the purpose of an Acting Director.

**Ms. Jones**, To do the best they can with what they are dealing with.

**Mr. Hansen**, Well an Acting Director it seems he's just-

**Ms. Jones**, He's just been putting fires out, trying to put them out.

**Mr. Hansen**, It seems that if the Director isn't there that the Acting Director is the Director.

**Ms. Peloza**, The Acting Director of the Seattle Indian Center does not have the authority to act without the permission of the Executive Director.

**Mr. Hansen**, Well then there is no purpose in having that individual it would appear.

**Ms. Peloza**, They report back to her.

**Mr. Hansen**, The Acting Director?

**Ms. Peloza**, Yes.

**Mr. Hansen**, But if there is no authority there what's the purpose of listening?

**Ms. McCaffery**, I would think the Acting Director, actually, since they would be normally hired by a Board which is what is the usual procedure in any governance system with an organization, the Board of Directors have the purview over the Executive Director Acting Director whoever that person is and I would assume those two would work together to make decisions that need to be made. I serve on a lot of Boards and I know what the process is, I don't understand.

**Mr. Hansen**, I sense a major stall, I just have the feel of that, and it's not pleasant.

**Ms. Peloza**, One of the conversations we had with them was in them giving up space and then that was the end of that conversation. At the time it was brought up, we thought they couldn't come up with the money but no one will say that directly, I honestly don't think they have it.

**Mr. Marshall**, Well to be honest with you I don't think they have it either.

**Ms. Peloza**, Not necessarily.

**Mr. Marshall**, I don't want to sit here and believe for one minute that the Indian Center is sitting on \$50,000 or \$60,000 and they can pay this and make it go away and then we can talk about the other issues I don't want to believe that for one second, I want to believe that they don't have the money.

**Ms. Jones**, I don't believe they do.

**Mr. Marshall**, You don't think we do is what you said right?

**Ms. Jones**, I don't think they do.

**Mr. Marshall**, Right-

**Ms. Jones**, Remember I am here.

**Mr. Marshall**, That's right.

**Ms. Walz**, Any other discussion we've got attorneys moving this forward in the system and we'll follow that process.

**Ms. Peloza**, Debora was the one interested in revising the documents but she unfortunately had to be in Yakima. We can table that until next months meeting.

**Mr. Marshall**, Technically next month is the month in which you elect officers.

**Ms. Walz**, We will definitely have that on the agenda

**Ms. Peloza**, Yes we will.

**Ms. McCaffery**, How does that work?

**Mr. Marshall**, As you know all too well, putting it on the agenda doesn't necessarily insure that it gets acted on.

**Ms. Walz**, What is the procedure for us to invite nominations for-

**Mr. Marshall**, Typically we have just done it at the meeting.

**Ms. Walz**, So with that unless there is something else.

**Ms. Jones**, I have something, it just caught my eye, on your report about James Jensen, was this position published anywhere else or were there any other candidates that were being considered?

**Ms. Peloza**, Actually, what happened was, we hired James Jensen because he's Camille's son in law and he can get into the Indian Center and make the repairs. Part of the problem we have been having is, they won't allow the contractors in there to make repairs. He has done some of the day care repairs for us because he has access to the building, he has excellent credentials and he can do the work. So we hired him for, on a contract basis and so he did do some of the repairs to the day care.

**Ms. Jones**, He-him, as an employee of the, over there, he just flat-out just quit his job without any notice.

**Mr. Marshall**, No that's not what happened,

**Ms. Peloza**, No, actually there was a meeting and he was given the option to either have-

**Ms. Jones**, This is what was reported to me-

**Mr. Marshall**, Right-

**Ms. Peloza**, He discussed it with me, we hired him because of his credentials and he was doing the day care repairs and then we have leaks on this side of the building and I said, can you look at these, he said yah-

**Ms. Jones**, And this is the same south side-

**Ms. Peloza**, No, this is our building, here-

**Mr. Marshall**, This building-

**Ms. Jones**, I am, our building with the same south side.

**Ms. Pelozo**, He said he could fix it and if someone is on our payroll, we do not have to pay them prevailing wage, if they do contract work they have to be paid prevailing wage, he said he didn't mind being an employee while he did this work. We thought we would kill two birds with one stone, he would just be on our payroll and just periodically do things that needed to be repaired at the Indian Center and things that needed to be repaired here, he wasn't going to be a full time employee. Then the Indian Center met with him and gave him an ultimatum, he could not work for the Commission, he had to chose if he was going to work for the Indian Center or the Commission but they would not allow him to work for both, because of that he said he will work with us, we have the money.

**Ms. Jones**, I just wanted to ask about that-

**Ms. Pelozo**, We did not at any time want to pull him away, we had no trouble with him working both places, we thought it just would be easier because he was her son in law and he would have access to get these repairs done, they would not let Advance Construction in. Advance Construction has come in, and we can prove it, on numerous occasions to do the work and they weren't allowed in, we had trouble with that with the plumbers to.

**Mr. Hansen**, What is the name again of that son in law is it?

**Ms. Pelozo**, James Jensen

**Mr. Marshall**, It's on the report.

**Ms. Pelozo**, It's on the report, we just hired him so we could get the repairs done at the Indian Center, but they didn't want him working for us.

**Ms. Jones**, I hope they let him in.

**Mr. Marshall**, They probably won't, now.

**Ms. Walz**, Is there any announcements or anything for the good of the order?

**Ms. Pelozo** asked Ms. Friday about her event in April.

**Ms. Friday**, April 7<sup>th</sup> there is a Financial Resource Fair at Wilson Pacific Center and it includes a number of vendors from the lending, credit repair and community organizations that will be there, there will be a number of different classes that are offered on - how to read a credit report, how to repair your credit, how to interview for a job, resume writing. The Financial Fair will take place from 11:00 until 2:30 in the afternoon, on April 7<sup>th</sup>.

**Ms. Walz** adjourned the March 20th Board meeting of the Seattle Indian Services Commission at 6:30pm.

Respectfully submitted: Carol Pelozo, Assistant Director