Appendix L: Tribal Service Agreement Examples

1. Yakama Nation and WSDOT South Central Region

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

ENVIRONMENTAL RESOURCES SITE EVALUATION AND EXPERTISE REPORTS AGREEMENT ACTUAL COSTS		ORGANIZATION AND ADDRESS: YAKAMA INDIAN NATION (YIN) OFFICES OF ENVIRONMENTAL RESOURCES P.O. BOX 151, FORT ROAD TOPPENISH, WA. 98948
AGREEMENT NUMBER GCA-1593	MAXIMUM AMOUNT PAYABLE: $100,000 Per Year	PROJECT TITLE AND DESCRIPTION OF WORK: The performance of site reconnaissance, research, resource recovery, and reporting in accordance with assigned tasks regarding, but not limited to the following types of work: Archaeological and Cultural Work; Wetland Identification and Delineation; Botanical and Biological Assessments and Evaluations; etc..
START DATE: _____	COMPLETION DATE: June 30, 2009	

THIS AGREEMENT is made and entered into this 1st day of April 19 99, between the State of Washington, acting through the Washington State Department of Transportation, South Central Region (AGREEMENT Administrator located in Yakima), and Southwest Region (AGREEMENT Cosigner located in Vancouver), hereinafter called the "WSDOT," and the Yakama Indian Nation hereinafter called the "YIN."

WHEREAS, the Federal and State governments and the YIN have declared a public interest in the conservation, preservation, and protection of the State's and YIN's environmental resources through promulgation of appropriate federal, state, and tribal laws and regulations; and

WHEREAS, the Federal Highway Administration, WSDOT, and the YIN desire to perform environmental site reconnaissance and monitoring within the Yakama Indian Reservation to record and preserve knowledge of all environmentally sensitive resources which would be affected by current and pending state and federal aid transportation projects within the Yakama Indian Reservation; and

WHEREAS, the Federal Highway Administration, WSDOT, and the YIN desire to perform environmental research to determine the likelihood of impacts from current and pending state and federal aid transportation projects within the Yakama Indian Reservation; and

WHEREAS, the YIN has the necessary personnel, facilities, tools, and equipment to perform such environmental resource evaluation services; and

WHEREAS, the parties desire to enter into an AGREEMENT under which WSDOT may assign specific tasks to the YIN necessary to ensure the conservation, preservation, and protection of sensitive environmental resources or to obtain necessary environmental resource information;

NOW, THEREFORE, the YIN agrees to conduct research, reconnaissance, site monitoring, or resource recovery as agreed by and between the parties as follows:

Section I
Task Assignment

1. The clauses and general provisions in this AGREEMENT will be incorporated by reference in each task assignment of work awarded to the YIN under this AGREEMENT.

2. This AGREEMENT will be implemented in the form of specific task assignments issued by the WSDOT through the AGREEMENT Administrator located in Yakima and performed by the YIN. The task assignments shall be in writing and signed by both parties. WSDOT is not obligated to assign any specific number of projects to the YIN.

Section II
Authorization of Work

1. Task Assignments issued by the WSDOT through the AGREEMENT Administrator located in Yakima will be made in the format shown in Exhibit A attached hereto and incorporated herein by this reference. In preparing each Task Assignment, the WSDOT shall furnish the YIN the description and scope of work, and the YIN shall provide the WSDOT with an estimate of the cost and time required to complete the assignment. Costs required to estimate a task assignment, not to exceed a maximum of $1,500.00, shall be included as reimbursable costs in each task assignment. After review and approval, the WSDOT shall include the approved cost and date of completion in its Task Assignment Document. A Task Assignment will become effective when all signatures have been obtained on the final Task Assignment Document.

2. In the event the task is not formally authorized, the WSDOT through the AGREEMENT Administrator located in Yakima shall reimburse the costs the YIN has incurred to estimate a task assignment, not to exceed a maximum of $1,500.00, under the terms of a task order under this Agreement.

3. In emergency situations, the WSDOT through the AGREEMENT Administrator located in Yakima may verbally authorize the YIN to begin work on a specific task. The WSDOT shall provide written confirmation within three days of verbal authorization and then follow the procedures outlined above for issuing a written Task Assignment Document as soon as practical. In the event the emergency task is not formally authorized in writing, the WSDOT through the AGREEMENT Administrator located in Yakima shall reimburse the YIN for the costs it has incurred in beginning the emergency task as verbally authorized.

4. If the YIN cannot meet the agreed-upon schedule or cost, it may request additional time or cost and shall notify the WSDOT in writing as soon as practical. An extension of time or cost, at the option of the WSDOT, will be made and authorize in writing by the WSDOT through the AGREEMENT Administrator located in Yakima.

Section III
Scope of Work

The work of the YIN shall consist of all environmental services necessary to complete the assigned task. These services are and may include, but are not limited to, the following:

1. Conduct site reconnaissance and monitoring, to include physical inspection adjacent to and within highway rights of way, material sites, drainage changes, detours, and other construction areas. The precise location and preliminary evaluation of sites will be recorded by standardized methods, and, where necessary, as approved, authorized, and permitted by the appropriate YIN Council and Programs, test holes may be necessary to be dug to determine and verify the character of the environmental features.

The WSDOT will supply the YIN with highway location and construction information that will aid in conducting environmental site reconnaissance, reports, and site monitoring.

2. Provide qualified personnel through YIN tribal members, staff, personnel, or sub-consultants to perform the necessary environmental reviews, studies, and documentation recognized by Federal, State, Tribal, and Local agencies to conduct the site reconnaissance, research, and documentation on highway and other transportation projects within proposed or actual rights of ways including borrow and aggregates deposits. See Exhibit C for professional qualifications questionnaires for some environmental disciplines. Other qualification questionnaires can be added to Exhibit C by the WSDOT and YIN as needed to cover other disciplines.

3. Conduct resource recovery and/or protection, if necessary and unavoidable and as approved, authorized, and permitted by the YIN Council and Programs, to include site encapsulation, excavation; resource evaluation, testing, and cataloging; report writing; and other operations necessary to complete the recovery and/or protection.

4. During the WSDOT Planning or Program Development, conduct reviews of transportation corridors to determine impacts on sensitive environmental resources, and review programmed projects to determine the need for site analysis and environmental expertise reports.

5. During the WSDOT Project Development, conduct field reconnaissance and prepare the environmental expertise reports on a project-by-project basis as required by the WSDOT for compliance with Federal, State, Tribal, and Local laws and regulations.

6. During WSDOT project construction, monitor construction activity, conduct field reconnaissance, and perform resource recovery and/or protection when necessary. Prepare any required environmental resource reports during the construction stage on a project-by-project basis as required by the WSDOT for compliance with Federal, State, Tribal, and Local laws and regulations.

7. Conduct other work related to identification and protection of sensitive environmental resources as determined by the WSDOT for compliance with Federal, State, Tribal, and Local laws and regulations.

The YIN will have complete responsibility for the employment and supervision of all personnel used in completing the assigned work. If the YIN does not have the personnel, time, expertise, or ability to perform the tasks requested by the WSDOT, the WSDOT reserves the first right to perform these tasks with their personnel and/or other sub-consultants. The YIN shall cooperate and coordinate with the WSDOT personnel or their sub-consultants performing tasks and accept their work. At the discretion and approval of the WSDOT, the YIN is allowed to use the services of sub-consultants in performing work under this Agreement subject to the YIN's standard procedures for obtaining services. All sub-consultants hired by the YIN and associated rates and costs must be approved by the WSDOT prior to starting work and will be limited to actual costs including accounting and processing costs incurred by the YIN, see Section VI. - Payment. The YIN shall not charge WSDOT any profit on sub-consultant fees.

Section IV
Reports

Reports documenting the findings of the reconnaissance, monitoring, or resource recovery will be prepared and submitted to the WSDOT no later than the date specified in the Task Assignment Document (see Section II). All reports shall be in a scientifically valid format, that includes as a minimum the information as indicated in Exhibit B, acceptable to federal, state , tribal, and local reviewing agencies. Reports covering archaeological or historical sites that are on or eligible for the National Register of Historic Places will contain appropriate detail as required by 36 CFR Part 800 and revisions thereto. Reports covering biological resources related to threatened and endangered species shall be consistent with section 7 of the Endangered Species Act, 16 U.S.C. § 1536, and revisions thereto. Reports covering wetland identification and delineation issues shall be consistent with Section 404 of the Clean Water Act, 33 U.S.C. § 1344, and revisions thereto, through the 1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands and the 1997 Washington State Department of Ecology "Wetlands Identification and Delineation Manual" and revisions thereto.

Section V
Time for Beginning and Completion

This AGREEMENT shall become effective upon the date shown in the heading as "START DATE". This AGREEMENT shall terminate upon 30 days written notice by the WSDOT through the AGREEMENT Administrator located in Yakima or by the YIN. WSDOT anticipates that it will supplement this AGREEMENT by authorizing additional funds for each new biennium.

Section VI
Payment

Payment to the YIN will be on a cost reimbursement basis for actual direct and related indirect costs.

Direct costs may include the following:

1. Actual salaries and wages paid, based on the YIN's regular scale for YIN personnel directly employed on the project. The YIN shall provide back-up documentation for their pay scale and such documentation shall become a part of this AGREEMENT as an 'Exhibit D'. The WSDOT shall pay actual salaries as supported by the documented pay scale of those employed for the task.

2. Actual payroll costs for employee's benefits. The YIN shall provide back-up documentation for their payroll costs for employee's benefits and such documentation shall become a part of this AGREEMENT as an 'Exhibit D'. The WSDOT shall pay actual costs for employee's benefits as supported by the documented pay scale of those employed for the task.

3. Invoice costs of materials, equipment, and supplies used in conducting the reconnaissance. The YIN shall provide back-up documentation for their materials, supplies, and equipment rates and such documentation shall become a part of this AGREEMENT as an 'Exhibit D'. The WSDOT shall pay actual costs for materials, equipment, and supplies as supported by invoices and the documented rates for those materials, equipment, and supplies used for the task.

4. Equipment rental at rates that the YIN or its sub-consultants charge in their own operations. Equipment rates must be approved and be supported by actual costs verified by receipt(s). Reimbursement for equipment use costs will be limited to only those incurred on the project. The YIN shall provide back-up documentation for their equipment rental rates and such documentation shall become a part of this AGREEMENT as an 'Exhibit D'. The WSDOT shall pay actual costs for materials, equipment, and supplies as supported by invoices and receipts and the documented rates for those materials, equipment, and supplies used for the task.

5. Travel and transportation expenses incurred for travel directly connected with the project at current rates for state employees as specified in the latest edition of the Washington State Department of Transportation Directive ID 13-50 and revisions thereto.

6. Telephone calls and telegrams incurred for the project.

7. Paid leave to YIN employees will not be reimbursed unless such leave was earned on the project.

8. Invoice costs of work performed by sub-consultants. The YIN shall provide back-up documentation for their sub-consultants rates and such documentation shall become a part of this AGREEMENT as an 'Exhibit D'. The WSDOT shall pay actual costs for sub-consultants as supported by invoices and the documented rates for those sub-consultants used for the task.

Reimbursement for indirect costs, supervision costs, and overhead may include the cost of general administrative activities or services consumed during the project task assignments such as: accounting; purchasing and stores; payroll and cashier's office; telephone service, postage, mail service, personnel offices; departmental administrative expense; student services; physical plant operation and maintenance; and heat, power, water, and other utilities.

The maximum amount payable to the YIN shall not exceed one hundred thousand and no/100 dollars ($100,000.00) per calendar year.

The YIN will keep available for inspection by representatives of the WSDOT and the United States governmental agencies, and for a period of three years after final payment on each Task Assignment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records, with the following exception: if any litigation, claim, or audit is started before the expiration of the three-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year retention period starts when the YIN receives final payment on a specific Task Assignment completed under the terms of this AGREEMENT.

The YIN will make the initial payments of all costs incurred in conducting reconnaissance, monitoring, or resource recovery. The YIN's costs will be reimbursed by the WSDOT, when approved in writing by the WSDOT. Invoices detailing the charges and expenses incurred may be submitted not more often than once a month. Reimbursement will not be made for any costs not clearly supported by the YIN's records. Each statement of charges and expenses will include AGREEMENT number, Task Assignment number, project number, and the day, month, and year costs were incurred. Statements for extended or continuing projects will also include a simple balance sheet showing the original plus supplemental Task Assignment authorizations, funds spent to date, and balance remaining. Extended

projects are those lasting more than 90 days from the first day work begins. Extended projects will be billed monthly. All other projects will be short-term and billed once at the completion of the Task Assignment. Statements will also show the date the report, if any, was sent to the WSDOT, or, on extended projects, the anticipated transmittal date.

Section VII
Proprietary Rights

The parties to the AGREEMENT agree that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions will be the sole property of the YIN. However, the YIN agrees to and does hereby grant to all departments and agencies of the state of Washington and the United States government, and to all counties, municipal corporations and regional transportation agencies, an irrevocable, nonexclusive, nontransferable, and royalty-free license to apply each discovery or invention in the manufacture, use, and disposition, according to law, of any article or material, and in the use of any methods that may be developed as a part of the work under this AGREEMENT. The license shall include any updates or modifications made to the discovery or invention.

Section VIII
Inspection of Work

The WSDOT and the Federal Highway Administration will at all times be accorded proper facilities for review and inspection of the work hereunder and will at all reasonable times have access to the premises, and to all data, notes, records, correspondence, instructions, and memoranda of every description pertaining to the work hereunder.

Section IX
Ownership of Data

It is understood that all data or materials gathered during the environmental resource reconnaissance, site monitoring, or recovery will be the property of the YIN, state of Washington, or the legal property owner as determined by applicable law. Since the YIN has vested interest in the property, data and materials found on all lands within the boundaries of the Yakama Indian Reservation will be presumed to belong to the YIN, and they will retain ownership unless ownership is disputed. Data and materials found on privately owned lands may or may not belong to the legal property owner. Data or materials under disputed ownership will be held at the YIN Museum until the legal ownership is determined.

Section X
Equipment and Instrumentation

It is mutually agreed by and between the parties hereto that apparatus and equipment requiring approval, that is purchased with funds provided by the WSDOT shall become the property of the WSDOT and shall be used only in connection with work done for the State under this AGREEMENT. Purchases of apparatus and equipment in excess of $200.00 necessary to complete WSDOT Task Assignments will be at the discretion and approval of the WSDOT Agreement Administrator. Upon completion of the Task, apparatus and equipment authorized for purchase, shall beremanded to WSDOT for storage until needed for use on other Task Assignments under the AGREEMENT.

Section XI
Publication

This AGREEMENT is to develop information for the protection of environmental resources. Unless required by a court or by statute, neither party shall release information developed under this AGREEMENT prior to publication or release to the general public of a report or completion of the specific Task Assignment under which the information was developed, except to the legal property owner, and, when appropriate, the Federal Highway Administration. This exception to RCW 42.17, which requires full access to information concerning the conduct of government, is allowed under RCW 42.17.310(h), (i), and (k). The omission of sensitive or confidential information (especially pertaining to cultural and archeological resources) from published reports as provided within YIN law shall be coordinated with the WSDOT AGREEMENT Administrator in Yakima.

As long as the provision in the preceding paragraph regarding release of information is followed, nothing in this AGREEMENT shall be construed to affect or prohibit the preparation and filing of theses by students working on projects covered by this AGREEMENT in accordance with the practices normally followed or required by the YIN's regulations.

The publication of a report shall give credit to the U.S. Department of Transportation, Federal Highway Administration, where appropriate.

Section XII
Employment

The YIN warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the YIN, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the YIN, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warrant, the WSDOT shall have the right to annul this AGREEMENT without liability, or, at its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the YIN or other persons engaged in the performance of any work or services required of the YIN under this AGREEMENT, shall be considered employees of the YIN only and not of the WSDOT. Any and all claims that may arise on behalf of said employee or other persons, while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the YIN's employees or other persons while so engaged, shall be the sole obligation and responsibility of the YIN.

Section XIII
Non-Discrimination

The YIN agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or termination; rate of pay or other forms of compensation; selection for training; rendition of services. The YIN understands

and agrees that if it violates this non-discrimination provision, this AGREEMENT may be terminated by the WSDOT through the AGREEMENT Administrator located in Yakima now or in the future, unless a showing is made satisfactory to the WSDOT that discriminatory practices have terminated and that recurrence of such action is unlikely. Provided, however, that the terms and provisions of this section shall not be construed to prevent the YIN from giving Indian Preference as permitted by federal law, to supersede General Council Resolution GC-6-98, or to supersede the Yakama Indian Nation Tribal Employment Rights Ordinance (TERO).

During the performance of this contract, the YIN, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with regulations: The YIN shall comply with the regulations relative to nondiscrimination in the same manner as in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21 (hereinafter referred to as the Regulations) as they may be amended from time to time, which are herein incorporated by reference and made a part of this AGREEMENT.

2. Nondiscrimination: With regard to work it performs during the Agreement, the YIN shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin, or handicap, except for a bona fide occupational qualification in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The YIN shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix 11 of the Regulations.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations the YIN makes either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the YIN of the YIN's obligation under this contract to comply with the Regulations relative to nondiscrimination on the grounds of race, creed, color, national origin, sex, age, marital status, and handicap.

4. Information and Reports: The YIN shall provide all information and reports required by the Regulations, or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information relating solely to the work completed under this agreement, and its facilities as may be determined by the WSDOT to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the YIN is in the exclusive possession of another who fails or refuses to furnish this information, the YIN shall so certify to the WSDOT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the YIN's noncompliance with the nondiscrimination provisions of this contract, the WSDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the YIN under the AGREEMENT until compliance, and/or
b. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The YIN shall include the provisions of paragraphs 1 through 5 above in every subcontract, including procurements of materials and leases of equipment, unless exempted by the Regulations or directives issued pursuant thereto. The YIN shall take such action with respect to any sub-

consultant or procurement as is determined after consultation between the YIN Tribal Council and its legal council, the WSDOT and the Federal Highway Administration, and may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the YIN becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the YIN may request the WSDOT to enter into such litigation to protect the interest of the WSDOT, and, in addition, the YIN may request the United States to enter into such litigation to protect the interests of the United States.

Section XIV
Amendment

This AGREEMENT may be amended by written supplemental agreement. Any supplemental agreements shall be mutually agreed upon in writing prior to undertaking any work or incurring any costs covered by such agreement. Changes to Task Assignments made under this AGREEMENT shall be made in writing and signed by the WSDOT's AGREEMENT Administrator located in Yakima and by an authorized YIN official.

Section XV
Assignment of Work

The YIN shall not assign any of the work covered by this AGREEMENT without prior written approval of the WSDOT. If time is of the essence, verbal approval may be granted by the WSDOT's Agreement Administrator located in Yakima, and will be confirmed in writing within 24 hours.

Section XVI
Legal Relations

The YIN shall comply with all tribal, federal, state, and local laws and ordinances applicable to the work to be done under this AGREEMENT.

No liability shall be attached to the WSDOT by reason of entering into this AGREEMENT, except as expressly provided herein. The YIN hereby agrees to hold the WSDOT harmless from all claims and liability due to the activities of itself, its agents, subcontractors or employees arising from the performance of this AGREEMENT or Task Assignments made pursuant to it.

Section XVII
Remedies Cumulative

All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

XVIII
Termination of Agreement

The right is reserved by the Parties to terminate this agreement at any time upon thirty (30) days written notice, by certified mail, to the designated representative of the other party. The designated representatives for the parties are as follows:

YIN: Tribal Chairman
Yakama Indian Nation
Tribal Council
P. O. Box 151
Toppenish, WA. 98948

WSDOT: Agreement Administrator
WSDOT South Central Region
P. O. Box 12560
Yakima, WA. 98909

In the event this AGREEMENT is terminated by the WSDOT through the WSDOT AGREEMENT Administrator located in Yakima other than for default on the part of the YIN, a final payment shall be made to the YIN which, when added to any payments previously made, shall total the actual costs of the work completed at the time of termination.

No payment shall be made for any work completed after ten days following receipt by the YIN of the notice of termination. If the accumulated payment made to the YIN prior to notice of termination exceeds the total amount that would be due when computed as set forth herein above, then no final payment shall be due and the YIN shall immediately reimburse the WSDOT for any excess paid.

If the services of the YIN are terminated by the WSDOT through the WSDOT AGREEMENT Administrator located in Yakima for default on the part of the YIN, the above formula for payment shall not apply.

In such an event, the amount to be paid shall be determined by the WSDOT with consideration given to the actual costs incurred by the YIN in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the WSDOT at the time of termination; the cost to the WSDOT of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to the WSDOT of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the YIN was not in default or that the YIN's failure to perform is without the YIN's or it's employee's default or negligence, the termination shall be deemed to be a termination for the convenience of the WSDOT in accordance with the provision of this AGREEMENT.

Payment for any part of the work by the WSDOT shall not constitute a waiver by the WSDOT of any remedies of any type it may have against the YIN for any breach of this AGREEMENT by the YIN, or for failure of the YIN to perform work required of it by the WSDOT. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the YIN.

Section XIX
No State Obligations to Third Parties

No agreement between the YIN and its sub-consultants shall create any obligation or liability of the WSDOT with regard to this AGREEMENT without the WSDOT's specific written consent and notwithstanding its concurrence in, or approval of, the award of any such agreement or sub-agreement or the solicitation thereof. The YIN hereby agrees to include this provision in all agreements it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement.

Section XX
No Waiver of WSDOT's Rights

Neither the acceptance by the WSDOT nor any payment for the whole or any part of the work, nor any extension of time, nor any possession taken by the WSDOT shall operate as a waiver of any portion of the AGREEMENT or any power herein reserved or any right to damages herein provided, or bar recovery of any money wrongfully or erroneously paid to the YIN. A waiver of any breach of the AGREEMENT shall not be held as a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year above written.

Chairman,
Yakama Indian Nation

South Central Region Administrator,
Washington State Department of Transportation

Southwest Region Administrator,
Washington State Department of Transportation

Approved as to form:

Assistant Attorney General,
Washington State Department of Transportation

Date: Dec 04, 1999

Washington State Department of Transportation

Agreement Edit Information

Return this form and executed agreement to Comptroller's Office – General Accounting

AGENCY	LOCAL AGENCY NUMBER IF APPLICABLE	AGREEMENT NUMBER	SUPPLEMENT NO.
~~408~~ 405		GCA-1593	

CONTRACTOR NAME AND ADDRESS	AGREEMENT MANAGER	REGION
Yakima Indian Nation P.O. Box 151 Toppenish, Washington 98948	Gary Beeman	South Central

ORG. CODE: 452203	ALL REPORTS WILL BE SENT TO THIS ORG. NO.	
START DATE: 4/1/1999	VOUCHERS WILL NOT BE PAID FOR WORK PERFORMED BEFORE THIS DATE.	
FEDERAL EMP. ID NO. OR SOC. SECURITY NO.: FED0315-2 1	END DATE: 6/30/2009	VOUCHERS WILL NOT BE PAID FOR WORK PERFORMED AFTER THIS DATE.

PROJECT TITLE

This agreement will used on highways located on the reservation. The reservation covers SR 22, SR 223, & SR 97 which are located in the Southwest Region and the South Central Region.

Yakima Nation Environmental

PROJECT DESCRIPTION

The Yakima Nation will be providing environmental report upon request on varies projects.

For use by SWR and SCR

AN IRS 1099 MUST BE PREPARED BY THE FOLLOWING DEPARTMENT FOR THE FOLLOWING SERVICES

All fees, commissions, or any other compensation paid to (or on behalf of) any self employed individual.
Business or individual paid royalities or rents.
Physicians or corporations for medical or health services.

VOUCHERS WILL NOT BE PAID IF THE TOTAL AMOUNT ACCUMULATED FOR THIS AGREEMENT EXCEEDS THE AGREEMENT AMOUNT PLUS THE OVERRUN PERCENT.

REIMBURSEABLE EST. AMOUNT	MAXIMUM PAYABLE AMOUNT
	1,000,000.00 ~~$100,000.00~~

THIS AGREEMENT REQUIRES AN IRS 1099 FORM

YES ☐ NO ☒

ALLOWED OVERRUN PERCENT	ALLOWED OVERRUN PERCENT
%	%

WORK ORDER	PROGRAM	APPROPRIATION	OBJECT ACCOUNT	PREPARER'S SIGNATURE
~~0L2899~~	~~P2~~	~~N10 & A10~~	~~JK01~~	Ella Richards

FEDERAL AID PROJECT NO.	DATE	PHONE
	11/10/1999	509 577-1655

DOT Form 130-005 EF
Revised 6/94

AGREEMENT REVIEW TRANSMITTAL

To Mike Rice/Larry Messmer Date December 1, 1998

From F. C. Abel

Agreement No.	Sup No.	C.S.	S.R.	Region	L. No. / Contract
GCA1593				SCR	

Organization
Yakima Indian Nation

Section
Environmental Resource Site Evaluation & Expertise Reports

Type of Work
Interagency

Original Amt / Previous Amt	Sup. Amt	Amt. to Date
$100,000.00		$100,000.00

WE HAVE COMPLETED OUR REVIEW OF THE ABOVE REFERENCED AGREEMENT IN ACCORDANCE WITH DEPARTMENTAL DIRECTIVE D 13-70 (SC) AND:

☐ We have no comments or recommendations for revision to the agreement.
No reply required

☒ We request that you consider the following comments and recommendations and return the original of this form with your approval or comments.

COMMENTS

~~1. Agreement is a GCA.~~
~~2. Agreement needs a completion date, it can not be indefinite.~~
~~3. Section V-7, DOT needs to approve all subcontractors hired by the YIN, to approve rates and costs. No markup on sub costs.~~
4. Need the YIN's backup for their "Scale", or we pay actual salary for those employed.
~~5. Equipment rates must be approved and be supported by actual costs.~~
6. Section VI, Record retention. Change to "Three years from final payment on the agreement". We can not work with 3 years from task completion.

Some changes made, Still problems with agreement. I region going to take a proactive role in project administration????? 6/8/99 F.C.A.

REPLY

☐ Revisions Made. (See Attached)

☐ Comments or recommendations not incorporated because:

Signature	Title	Date

DOT 134-132 ELECTRONIC FORM 4/92

Washington State Department of Transportation

Task Assignment

Agreement No. GCA1593 *(To be filled in by Agreement Manager)*

Task No. _____ Amendment No. _____ Work Order Authorization No. _____

All terms and conditions of this agreement are in full force and effect for this Task Assignment.

Project Information

Project Title _____

Project Location _____

State Route No. _____ Fed. Aid Project No. _____ Control Section _____

Org. Code _____ Other *(If not Highway)* _____

Task Manager Information

Task Manager _____ Phone _____ Mailstop _____

Mailing Address _____

Consultant

Consultant Name Yakama Indian Nation (YIN)

Contact Person _____

Phone 509-865-5121 Fax _____

Scope of Task Assignment

Provide brief description of work and reference attachments for prime consultant and all subconsultants (to include detailed description of work schedule and estimate).

Task Schedule and Cost

	New Task	Task Amendment
Pretask Start Date _____ *No payment for pre-task work done PRIOR to this date*	Pre-Task Amt. _____	Previous Authorized Amt. _____
Task Start Date _____ *No payment for work done PRIOR to this date*	Task Amt. _____	Task Amendment Amt. _____
Task End Date _____ *No payment for work done AFTER this date*	Total Task Amt. _____	Total Amended Task Amt. _____

Approval Signatures

Note: Two original signed Documents are required.

The following signatures authorize (check whichever applies):

☐ Pre-task ☐ Task ☐ Both the Pre-task and Task Assignment

Consultant / Organization _____

Authorized Department Representative _____

Agreement Manager _____ Org. Code _____

Distribution: Originals: ☐ Agency ☐ Consultant ☐ Accountant

Copies: ☐ File ☐ External Audit ☐ Capital Financial Mgmt. ☐ Task Manager ☐ Consultant Services ☐ Other _____

DOT Form 130-010 EF Revised 4/97

EXHIBIT A

PROFESSIONAL QUALIFICATIONS QUESTIONNAIRE

The Secretary of the Interior's Standards define a professional archaeologist as having a graduate degree in archaeology, anthropology, or closely related field plus at least one year of full-time professional experience or equivalent specialized training in archaeological research and at least four months of supervised field and analytical experience in North American archaeology.

Name: _____

Affiliation: _____

1. Graduate Academic Degree:

   Degree:
   Subject:
   Date:
   University:

2. Establishment of at least one year of full-time professional experience or equivalent specialized training in archaeological research:

   Professional Experience:
   Location:
   Duration:

3. Establishment of at least four months of supervised field and analytical experience in North American Archaeology. Please demonstrate that you meet the above listed criteria with project name, location, duration, and superior.

4. Please list reports, papers or presentations that demonstrate your ability to carry research to completion.

5. In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archaeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year

EXHIBIT C

PROFESSIONAL QUALIFICATIONS QUESTIONNAIRE

BIOLOGICAL ASSESSMENTS

Persons performing Biological Assessments for Washington State Department of Transportation (WSDOT) projects must meet the following qualifications:

1. Bachelor's degree or graduate degree in Wildlife, Fisheries, or related field.

2. Minimum two years full-time professional experience as a fisheries biologist, or wildlife biologist or fish and wildlife biologist.

3. Minimum one year of which must be full-time experience involving a variety of threatened and endangered species (including plants, fish and animal species).

Name: _____

Affiliation: _____

1. Academic Degree(s)

   Degree: _____
   Subject: _____
   Date: _____
   University: _____

   Degree: _____
   Subject: _____
   Date: _____
   University: _____

2. Establishment of at least two years full-time professional experience as a fisheries or wildlife biologist:

   Job Title: _____
   Employer: _____
   Duration: _____
   Duties: _____
   _____
   _____

   Job Title: _____

of full-time professional experience at a supervisory level in the study of archaeological resources of the historic period. Please list the supervisory position, project, and duration to meet these criteria:

Position:
Project:
Historic/Prehistoric:
Duration:

To the best of knowledge, this information is correct and accurate.

Name:_____

Date: _____

EXHIBIT C

Cultural Resource Specialist Qualifications -

At times a Cultural Resource Specialist, knowledgeable in Yakama Indian Nation history, and the traditions and cultural needs of the Yakama people, will be needed to interpret cultural resources for potential impacts related to WSDOT projects. When it is determined to be necessary by the YIN, the YIN shall at their discretion, appoint a cultural resource specialist, who meets the qualifications determined acceptable to the YIN, to aid WSDOT in the recognition of sensitive cultural lands and resources.

EXHIBIT C

Job Title: _____
Employer: _____
Duration: _____
Duties: _____
_____
_____

Job Title: _____
Employer: _____
Duration: _____
Duties: _____
_____
_____

3. Establishment of at least six months full-time experience involving wetland identification and delineation as primary function:

Job Title: _____
Employer: _____
Duration: _____
Duties: _____
_____
_____

Job Title: _____
Employer: _____
Duration: _____
Duties: _____
_____
_____

Job Title: _____
Employer: _____
Duration: _____
Duties: _____
_____
_____

To the best of my knowledge, this information is complete and accurate.

Name (signature): _____

Date: _____

EXHIBIT C

PROFESSIONAL QUALIFICATIONS QUESTIONNAIRE

WETLAND DELINEATOR

Persons performing wetland inventories and delineations for Washington State Department of Transportation (WSDOT) projects must meet the following qualifications:

1. Bachelor's degree or graduate degree in Biology, Environmental Science, or related field.

2. Minimum one year full-time professional experience as a field biologist or related area.

3. Minimum six months full-time experience involving wetland identification and delineation as primary function.

Name: _____

Affiliation: _____

1. Academic Degree(s)

   Degree: _____
   Subject: _____
   Date: _____
   University: _____

   Degree: _____
   Subject: _____
   Date: _____
   University: _____

2. Establishment of at least one year full-time professional experience as a field biologist or related profession:

   Job Title: _____
   Employer: _____
   Duration: _____
   Duties: _____
   _____
   _____

Employer: _____
Duration: _____
Duties: _____
_____
_____

Job Title: _____
Employer: _____
Duration: _____
Duties: _____
_____
_____

3. Establishment of at least one year full-time experience involving threatened and endangered species as a primary function:

Job Title: _____
Employer: _____
Duration: _____
Duties: _____
_____
_____

Job Title: _____
Employer: _____
Duration: _____
Duties: _____
_____
_____

Job Title: _____
Employer: _____
Duration: _____
Duties: _____
_____
_____

To the best of my knowledge, this information is complete and accurate.

Name (signature): _____

Date: _____

ACTUAL COST RATES

The Yakama Indian Nation (YIN) uses staff and consultants to do environmental work on the reservation at the actual cost rate basis.

YIN recognizes Greg Cleveland and _____as consultant(s) allowed to do cultural work on the Yakima Indian Reservation at the actual cost rate basis of $ ____.00 per day and $0.__ per mile.

YIN recognizes _____ and _____ as consultant(s) allowed to do wetland biological work on the Yakima Indian Reservation. at the actual cost rate basis of $ ____.00 per day and $0.__ per mile.

YIN recognizes _____ and _____ as consultant(s) allowed to do Biological Assessments and Evaluation work on the Yakima Indian Reservation. at the actual cost rate basis of $ ____.00 per day and $0.__ per mile.

EXHIBIT D