



Washington State
Department of Transportation
Douglas B. MacDonald
Secretary of Transportation

Southwest Region
11018 Northeast 51st Circle
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Vancouver, WA 98668-1709
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March 19, 2007

Ms. Kate Valdez
Yakama Nation
PO Box 151
Toppenish, WA 98948

Re: I-5, CS 0601, MP 0.27
Columbia River Crossing Project
Yakama Nation
Agreement No. GCA 5202

Dear Ms. Valdez:

Enclosed for your review and execution on behalf of the Yakama Nation are 2 originals of the referenced agreement. This agreement provides for the State to reimburse you for the cost of the staff support associated with the Historic Seminar for the Columbia River Crossing Project.

If acceptable, please obtain the appropriate signature for execution of both originals in the space provided and return them both to me for further processing. Please do not date the first page since it will be dated when executed by this Department.

If there are any questions please, call George Humphrey at (360) 905-2296.

Sincerely,

^{DFP}
Douglas P. Ficco
Director
Columbia River Crossing Project

DPF:gch

Enclosure

c Project Controls

AGREEMENT NUMBER GCA 5202

This AGREEMENT is to be effective on the _____ day of _____, 2007, between the State of Washington, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter "WSDOT", and the Yakama Nation, hereinafter "CONTRACTOR", collectively "PARTIES" and individually "PARTY".

Contractor Name Yakama Nation
Address PO Box 151
City, State & Zip Code Toppenish, WA 98948
Phone _____
E-mail Address _____
Washington State UBI No. _____
Federal ID No. 91-0576806

WHEREAS, WSDOT Columbia River Crossing Project is hosting the History Seminar on March 20, 2007 in Vancouver, Washington, hereinafter referred to as "the conference" and/or "the meeting;" and

WHEREAS, WSDOT requires speakers and/or participants for the conference/meeting; and

WHEREAS, CONTRACTOR has the needed qualifications and has agreed to provide services as a speaker for the conference and/or participant at the meeting; and

NOW, THEREFORE, pursuant to Chapter 39.29 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, **IT IS MUTUALLY AGREED AS FOLLOWS:**

1. GENERAL. CONTRACTOR will provide services as a speaker for the conference and/or participate in the meeting being hosted by WSDOT. WSDOT will pay CONTRACTOR for speaking and/or participating services and/or reimburse CONTRACTOR for travel and lodging costs according to Section 2, Payment.

2. PAYMENT.

2.1 WSDOT will pay CONTRACTOR a one time, lump sum amount of, (\$ 0) for speaking at the conference, which is the maximum amount payable for speaking services under this AGREEMENT.

2.2 WSDOT will reimburse CONTRACTOR for directly related travel expenses in accordance with WSDOT travel policies. WSDOT will pay for the CONTRACTOR's lodging during the conference or meeting. The maximum amount of travel expense allowed to be billed under this AGREEMENT shall not exceed One Hundred Sixty Six Dollars and Eighty Four Cents, (\$ 166.84).

2.3 The maximum amount payable for the entire AGREEMENT shall not exceed One Hundred Sixty Six Dollars and Eighty Four Cents, (\$ 166.84).

2.4 No other compensation, expenses, or costs related to attending and participating in the conference or meeting will be allowed to be billed or paid under this AGREEMENT.

2.5 WSDOT will pay CONTRACTOR upon receipt of properly completed invoices, which shall be submitted to the conference manager or meeting organizer. Payment shall be considered timely if made by the WSDOT within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

2.6 No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by WSDOT.

3.0 INDEMNIFICATION. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, officials, agents and employees of WSDOT, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

4.0 INDEPENDENT CAPACITY. The PARTIES intend that an independent contractor relationship will be created by this contract. The CONTRACTOR will not hold himself/herself out as, or claim to be an officer, employee, or agent of the WSDOT or of the state of Washington by reason hereof, nor will the CONTRACTOR make any claim of right, privilege or benefit which would accrue to such employee under law.

5.0 TAXES. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the CONTRACTOR or its staff shall be the sole responsibility of the CONTRACTOR

6.0 TERMINATION. WSDOT may terminate this AGREEMENT upon 30 days prior written notification to the CONTRACTOR. If this AGREEMENT is so terminated, WSDOT shall reimburse the CONTRACTOR for actual costs incurred and non-cancelable obligations as of the effective date of termination. The CONTRACTOR may terminate the AGREEMENT upon 30 days written notice to WSDOT but will not receive any reimbursement for costs already incurred and non-cancelable obligation as of the effective date of termination.

7.0 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the PARTIES. This AGREEMENT may be modified only by written agreement signed by both PARTIES.

8.0 AMENDMENTS. This AGREEMENT may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.

9.0 DISPUTE RESOLUTION

In the event that a dispute arises under this AGREEMENT, the PARTIES agree to participate in mediation prior to formal legal action.

10.0 VENUE

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right of obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction in Thurston County.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the day and year last written below.

Signature: _____	_____	91-0576806
Name: _____	DATE	FEDERAL TAX ID
CONTRACTOR		NUMBER

Signature: _____	_____
Name: _____	DATE
WSDOT	



Agreement Edit Information

Return this form and original executed agreement to HQ Accounting Services

Agreement Review <input type="checkbox"/> Region Approved and Executed (Standard form UT only) <input type="checkbox"/> HQ Agreement Review Transmittal Required		Agreement Number GCA 5202	Supplement Number
Agreement Retention <input type="checkbox"/> Retain Agreement for six (6) years after closure <input type="checkbox"/> Agreement requires permanent retention (75 years)		Agreement Manager Doug Ficco	Region Southwest
Payor/Payee Name and Address Yakama Nation PO Box 151 Toppenish, WA 98948	Org. Code 441101	All Reports will be sent to this Organization Number	
	Start Date	Vouchers will not be paid for work performed before this date	
	End Date	Vouchers will not be paid for work performed after this date	
Federal Employer ID Number OR Social Security Number 91-0576806			
Project Title Columbia River Crossing			
Project Description Speaker			
Payable Agreement Work by Others to be PAID by WSDOT		Reimbursable Agreement Work by WSDOT to be REIMBURSED by OTHERS	
Maximum Amount Payable \$166.84		Amount Reimbursable to WSDOT 0	
Management Reserve Fund (Funds setup when requested) 0		Reciprocal Overhead Agreement Number (If applicable) N/A	
Allowed Overrun Percent 0		Allowed Overrun Percent 0	
Preparer's Signature		Date 3/16/2007	Phone 360-905-2296



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