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## TECHNICAL ASSISTANCE AGREEMENT

between

**The Tulalip Tribes of Washington**  
and

**The Puget Sound Clean Air Agency**

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This Technical Assistance Agreement (TAA) is made and entered into on this 15<sup>th</sup> day of April, 2004, between the Tulalip Tribes of Washington, hereinafter referred to as "Tulalip" and the Puget Sound Clean Air Agency, hereafter "PSCAA".

1.0 **Background.** The Tulalip Tribes protect Reservation air quality through an air program that includes regulatory, enforcement and education activities. The chief objective of Tulalip's air program, however, is to monitor reservation air quality, both to ascertain levels of Particulate Matter (PM) and to confirm continued attainment of the National Ambient Air Quality Standards (NAAQS).

Tulalip's particulate monitoring program, using nephelometry since its inception in 1999, provides a continuous characterization of fine particulate levels at two locations on the reservation. In preparing to adopt a Tribal Implementation Plan (TIP), the Tribes have identified an expanded set of objectives for its monitoring program. These involve better understanding of the data through conversion to PM<sub>2.5</sub> standards, increased access to the data through use of a telemetry system, and authentication of the data through quality assurance and control.

Realizing these objectives requires that Tulalip build upon its internal technical resources, while maximizing its use of external resources. For the Tulalip Tribes, PSCAA has provided an on-going source of technical support. As such, the Tribes recognize the continued *and* broader scope of assistance that PSCAA can provide. As the regional air quality agency, for example, PSCAA can provide: a) a framework for converting and comparing Tulalip's data with local data; b) a conduit for information on new monitoring technologies, and c) a policy link for Tulalip as changes occur in regional and state-wide strategies.

At the same time, technical assistance must be viewed as a means to an end, which in this case, is Tulalip's capacity to independently operate a monitoring program and produce viable data. Thus certain elements of this technical assistance agreement are intended to be transitional in nature. Other elements, such as data sharing and coordination, will continue long-term.

2.0 **Objectives.** Through this agreement, Tulalip seeks to:

2.1 Delineate the technical services that Tulalip will receive from PSCAA, and to establish contract terms for fair and reasonable compensation for these services;

2.2 Establish a plan for enhancing the proficiency of tribal personnel engaged in operating Tulalip's air quality monitoring stations;

2.3 Minimize duplicative efforts and resource expenditures by determining which functions should be conducted by PSCAA and which should rest with Tulalip; and,

2.4 Institute a model for information sharing and policy development between tribal governments and regional air quality authorities, particularly as federal programs continue to devolve and tribes assume new responsibilities.

3.0 **Description of Work.** PSCAA agrees to perform the following services under such terms and conditions as are set forth in this contract.

3.1 **Convert Data to PM<sub>2.5</sub> and Air Quality Index (AQI) Values.** To characterize fine particulate levels and compare their readings to the National Ambient Air Quality Standards (NAAQS), Tulalip will convert its nephelometer readings to PM<sub>2.5</sub> and to AQI values. PSCAA will train Tulalip's Air Quality Field Specialist to conduct these conversions and interpret the information (i.e., reading a regression chart).

3.2 **Assist with Quality Control Procedures.** Using EPA's Quality Assurance Handbook for Air Pollution Measurement Systems, Volume II, and 40 CFR Part 58, Appendix A, as references, PSCAA will train Tulalip's Air Quality Field Specialist in performing regular quality control procedures.

3.3 **Provide Training and Assistance with Equipment.** Using Ecology's Nephelometer Procedures (Document #01-02-001, Feb, 2001), PSCAA will train Tulalip's Air Quality Field Specialist to perform regular operation and maintenance procedures, including instrument calibration.

3.4 **Assist with Quarterly Quality Assurance Audits.** PSCAA will work with Tulalip staff to conduct four quality assurance audits, once each quarter. The audit will be performed on both nephelometers operated by Tulalip. If the audit shows that the Tulalip sampler is outside of  $\pm 7\%$  agreement, then PSCAA will assist Tulalip in performing a flow calibration before the next sample run.

3.5 **Participate in TAA Effectiveness Review.** On a quarterly basis, Tulalip and PSCAA staff will jointly evaluate the effectiveness of this agreement. The goal of this review will be to ensure that:

- a) The methods of communication for exchanging information and data are functioning as intended (i.e., internet, telemetry system, etc.); and,
- b) The training provided by PSCAA enables Tulalip personnel to increasingly perform the designated tasks independently.

4.0 **Timeline** PSCAA will conduct the work described in Section 3.0, above, at intervals and frequencies specified in each section. All services rendered under this Agreement shall be complete within twelve months.

5.0 **Payment for Services.** For completion of the services described in Section 3.0, above, PSCAA will be paid the sum of \$1,250.00.

6.0 **Relationship of Parties.** It is understood and agreed between the parties that PSCAA and its employees shall at all times be an independent contractor and not an employee of Tulalip, and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein.

7.0 **Termination.** This Agreement can be terminated on ten days' written notice by either party. After termination, PSCAA will receive payment for all work completed to date of termination and all expenses incurred or obligated to date of termination, upon proper billing and authorization.

8.0 **Non-Assignability.** This Agreement shall not be assigned.

9.0 **Intellectual Property.** All work performed by PSCAA under this Agreement shall be the property of the Tribes.

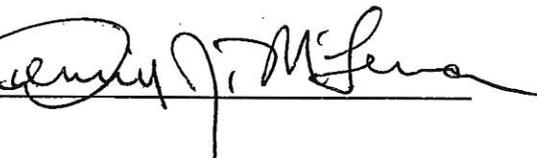
10.0 **Confidentiality.** PSCAA shall keep confidential all information regarding the Tribes received as a result of its performance of its duties under this Agreement, to the extent allowed by law.

11.0 **Disputes.** Disputes arising under this Agreement shall be resolved in the Tulalip Tribal Court. This section shall not be considered a waiver of immunity.

TULALIP TRIBES OF WASHINGTON

By: 

PUGET SOUND CLEAN AIR AGENCY

By: 

THE TULALIP TRIBES  
OF  
WASHINGTON

RESOLUTION NO. 04 050

BE IT RESOLVED, By the Board of Directors of the Tulalip Tribes of Washington, an Indian Tribe organized pursuant to the Indian Reorganization Act of June 18, 1934, (25 USCA 476-477) and in accordance with its Constitution Article VI, Section 1, (a) and the By-Laws as approved by the Secretary of the Interior, and

WHEREAS: the Tulalip Tribes' Department of Environment is responsible for protecting air quality on the Tulalip Indian Reservation; and

WHEREAS: the Tulalip Department of Environment strives to protect air quality through its efforts in implementing a comprehensive tribal air quality protection program; and

WHEREAS; the Tulalip Department of Environment has two Air Quality stations to monitor particulate matter; and

WHEREAS: funding for the Tulalip air program has historically been provided by the U.S. Environmental Protection Agency, and Tulalip is eligible to apply for new funding through the 105 grant program, available in 2004,

WHEREAS: a Technical Assistance Agreement is a requirement for a Tribal Implementation Plan to fulfill eligibility requirements and

NOW THEREFORE BE IT RESOLVED: that the Tulalip Tribes enter into a Technical Assistance Agreement with the Puget Sound Clean Air Agency.

PASSED this 6<sup>th</sup> day of Feb. 2004 in Regular Sessions with a quorum present, by a vote of 5 FOR and 0 AGAINST.

Attested:

Marie Zackuse  
Marie Zackuse, Secretary

Herman A. Williams Jr.  
Herman A. Williams Jr., Chairman