



LUMMI INDIAN BUSINESS COUNCIL
2616 KWINA RD • RELINGHAM, WASHINGTON 98226-9298 • (206) 734-8180

DEPARTMENT: _____

EXT. _____

COMPACT OF SELF-GOVERNANCE BETWEEN THE LUMMI INDIAN NATION AND THE UNITED STATES OF AMERICA

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Article I Authority and Purpose

Section 1 -- Authority. This agreement, denoted a Compact of Self-Governance (hereinafter referred to as the "Compact"), is entered into by the Secretary of the Interior (hereinafter referred to as the "Secretary"), for and on behalf of the United States of America pursuant to the authority granted by Title III of P.L. 100-472, and by the Lummi Indian Business Council by the authority of the Constitution and Bylaws of the Lummi Nation of the Lummi Indian Reservation (hereinafter referred to as the "Tribe").

Section 2 -- Purpose. This Compact shall be liberally construed to achieve its purposes:

(a) This Compact is to carry out an unprecedented Self-Governance Demonstration Project, authorized by Title III, P.L. 100-472, which is intended as an experiment in the areas of planning, funding and program operations within the Government-to-Government relationship between Indian Tribes and the United States. The Demonstration Project encourages experimentation in order to determine how to improve this Government-to-Government Relationship and promote the perpetuation of the Tribe. The outcome of the experiments can not be known in advance, and each experiment, as reflected in each specific Compact, binds no party beyond the terms of each specific Compact.

(b) This Compact is to enable the Lummi Nation to redesign programs, activities, functions, and services of the Bureau of Indian Affairs; to reallocate funds for such programs, activities, functions, or services according to its tribal priorities; to provide such programs, activities, functions, and services, as determined by its tribal priorities; to enhance the effectiveness and long term financial stability of its tribal government; and to reduce the Federal Indian service bureaucracy.

(c) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Lummi Nation through the establishment of a meaningful demonstration policy and project for tribal self-governance as proposed by the Lummi Nation which will allow the Tribe to: take its rightful place in the family of governments in the federal constitutional system; remove federal obstacles to effective self-governance; reorganize tribal government programs and services; and provide a documented example for the development of future Federal-Indian policy. This policy of tribal self-governance shall permit an orderly transition from federal domination of programs and services to allow Indian tribes meaningful authority to plan, conduct, and administer those programs and services to meet the needs of their people. To implement the Self-Governance Project, the Department of the Interior is also expected to reorganize to provide the same level of service to other tribal governments and demonstrate new policies and methods to provide improved service delivery to address tribal needs. In fulfilling its responsibilities under the Compact, the Secretary hereby pledges that the Department will conduct all relations with the Tribe on a government-to-government basis.

Section 3 -- Tribal Law and Forums. The duly enacted laws of the Tribe shall be applied in the execution of this Compact and the powers and decisions of the Tribe's Court shall be respected, to the extent that federal law, construed in accordance with the applicable canons of construction and Title III of P.L. 100-472, is not inconsistent.

Article II Terms, Provisions and Conditions

Section 1 -- Term. The term of this Compact begins October 1, 1990 and shall extend thereafter throughout the time period authorized by Title III of P.L. 100-472, and any subsequent amendments thereto.

Section 2 -- Effective Date. Once this compact is approved and signed by the Tribe and the Secretary, it shall be forthwith submitted by the Secretary or an authorized representative and the Tribe to the Select Committee on Indian Affairs of the United States Senate, the Committee on Interior and Insular Affairs of the United States House of Representatives and to the tribes served by the Puget Sound Agency, and shall be effective ninety days after such submission, unless otherwise provided by law. Successor Annual Agreements shall be likewise submitted.

Section 3 -- Funding Amount. Subject only to the appropriation of funds by the Congress of the United States and to adjustments pursuant to Section 106(b) of P.L. 100-472, the Secretary or an authorized representative shall provide to the Tribe the total amount specified in the Annual Agreement incorporated by reference in Article VI, Section 2.

Section 4 -- Payment. Payments shall be made as expeditiously as possible in compliance with applicable Treasury Department regulations and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions. To the extent authorized by law, for each fiscal year covered by the Compact, the Secretary or an authorized representative will make available the funds specified for that fiscal year under the Annual Agreement by paying to the Tribe on a quarterly basis one-quarter of the total amount provided for in the Annual Agreement for that fiscal year, or by using an instrument such as a letter of credit, or other method authorized by law, or a combination thereof, as may be specified in the Annual Agreement. To the extent applicable, each quarterly payment shall be made on the first day of each quarter of the fiscal year except for the first quarter, for which the quarterly payment shall be made on or before ten calendar days of the date on which the Office of Management and Budget apportions the appropriations for that fiscal year for the programs, activities, functions and services subject to the Compact.

Section 5 -- Reports to Congress. In order to implement Section 305 of Title III of P.L. 100-472, on each January 1 and July 1, throughout the period of the Compact, the United States shall make a written report to the Congress, which shall separately include the views of the Tribe, concerning the relative costs and benefits of carrying out this Compact, based on mutually determined baseline measurements jointly developed by the parties pursuant to Section 17 of this Article.

Section 6 -- Audits.

(a) The tribe shall provide to the Designated Official an annual single organization-wide audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. 7501, et. seq., and shall adhere to generally accepted accounting principles and Circular A-128 of the Office of Management and Budget as follows:

(i) The costs of this Compact consist of the direct and support costs, including indirect costs, actually incurred in the performance of this Compact, determined in accordance with the cost principles set forth in the OMB Circular A-87 in effect as of October 1, 1990; provided, however, that if the Office of Management and Budget revises any provisions of such Circular:

1. The revisions shall not apply to the Compact unless agreed to by the Tribe or until the Secretary determines their applicability as provided below.
2. The Secretary shall immediately review the revisions in consultation with the Tribe to determine if the revisions are detrimental to the self-governance project or inconsistent with the intent of the Act.
3. If it is determined that the revisions are neither detrimental nor inconsistent with the intent of the Act, the Secretary will amend this Compact to include those revisions.

(ii) Consistent with the intent of Title III of P.L. 100-472, and subject to the concurrence of the Office of Management and Budget which the Secretary or an authorized representative shall make best efforts to obtain, allowable costs without secretarial approval shall include:

1. **Depreciation and Use Allowances.** The computation of use allowances or depreciation shall be based on the acquisition cost of the assets involved. Where actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used in the computation.
2. **Publication and printing costs.** Publication costs include the costs of printing or other reproduction through the information media (including processes of composition, plate products produced thereby, including books, newspapers and newsletters, as well as radio, television and the production of video tapes) for any purpose in support of the compact program, including, but not limited to, providing program-related information to the Indian community.
3. **Rental/Lease Costs.** The building, space, and related facility costs of space, land and personal property whether or not owned by an Indian Tribe are allowable subject to any statutory limitations and to the extent that they are reasonable in light of such factors as rental cost of comparable property; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.
4. **Automatic Data Processing Equipment (ADP).** The costs of ADP equipment are allowable whether or not owned by the Tribe subject to any statutory limitations and to the extent that they are reasonable in light of such factors as rental cost of comparable property; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased.
5. **Supplemental Funding.** Costs incurred to obtain supplemental funds are allowable to the extent that the funds generated are used to further the contract goals and objectives. Funds generated are treated as program income. Costs of investment counsel and staff and similar costs incurred to enhance income from fund raising efforts are allowable.
6. **Investment Management.** These costs are unallowable. However, costs associated with investments covering pension, self-insurance or other funds which include Federal participation are allowable.
7. **Idle Facilities and Idle Capacity.** These costs, exclusive of repairs and maintenance, and unallowable, except to the extent that they are necessary to accommodate for fluctuation in workload, or they were necessary when acquired but are now idle because of changes in program requirements or other causes which could not have been reasonably foreseen.
8. **Interest.** These costs are unallowable except for those pertaining to charges incurred for: (i) Interest paid on capital expenditures such as buildings, major building reconstruction and remodeling, or acquisition or fabrication of capital equipment; and (ii) Interest on loans entered into as a result of delays by the Secretary in providing the funds under the award in accordance with the advance payment or reimbursement schedule agreed to.
9. **Lobbying.** Lobbying costs of contractors are unallowable to the extent prohibited by applicable statutory restrictions; and
10. **Professional Service and Litigation Costs.** Cost of legal, accounting, consulting and related costs in connection with the prosecution or defense of claims against the Federal Government in court are unallowable. The cost of such services in connection with contract disputes or other matters related to the performance of the contract until a final administrative decision is reached is allowable.

(c) No other audit or accounting standards, except as specified in Article IV, Section 2, shall be required by the Secretary or an authorized representative of the Tribe. To the extent that tribal law is not inconsistent, small and minority business audit firms shall be afforded maximum practical opportunity to participate in fulfilling the

requirements herein. The preference requirements of the Indian Self-Determination and Education Assistance Act, as amended, 25 U.S.C. § 450e(b), shall apply to such audits pursuant to Section 2 of Article V of this Compact.

Section 7 -- Records. The following provisions will supplement tribal law on document disclosure and will govern record keeping associated with this Compact:

(a) Except for previously provided copies of tribal records which the Secretary or an authorized representative demonstrates are clearly required to be maintained as part of the Department of the Interior's record keeping system, tribal records shall not be deemed federal records, and shall not be subject to the Privacy Act, 5 U.S.C. § 552a, or the Freedom of Information Act, 5 U.S.C. § 552.

(b) The Tribe shall maintain a record keeping system, and provide reasonable access to records to the Secretary or an authorized representative, which permits the Department of the Interior to meet its minimum legal record keeping program requirements under the Federal Records Act, 44 U.S.C. § 3101, et seq., and which will allow for retrocession of this Compact in whole or in part pursuant to Section 13 of this Article.

(c) The Tribe shall maintain in its record keeping system all documents necessary for the annual audit requirement in Section 6 of this Article, and shall provide reasonable access to records to the Secretary or an authorized representative.

Section 8 -- Property.

(a) At the request of the Tribe, the Secretary or an authorized representative shall make available to the Tribe reasonably divisible real property, facilities, equipment, and personal property that the Department had previously utilized to provide the programs, activities, functions and services now consolidated by the Tribe pursuant to Article III of this Compact. A mutually agreed upon list specifying the property, facilities, and equipment so made available shall also be prepared and periodically revised.

(b) Subject to the agreement of the General Services Administration, the Secretary hereby delegates to the Tribe the authority to acquire such "excess" property as may be appropriate in the judgment of the Tribe to support the programs, activities, functions, and services designated under Article III of this Compact. The Secretary or an authorized representative agrees to make best efforts to assist the Tribe in obtaining such confiscated or excess property as may become available to tribes or local governments. Subject to the agreement of the General Services Administration, a Screener Identification Card (General Services Administration Form 2946) shall be issued to the Tribe no later than the effective date of this Compact. The Designated Official shall upon request assist the Tribe in securing the use of this Card.

(c) The Tribe shall upon acquisition of excess United States Government property provide adequate documentation to the Secretary or an authorized representative so that such property can be properly recorded in the Bureau of Indian Affairs Property Inventory.

(d) The Tribe shall determine what capital equipment, leases, rentals, property or services, it shall require to perform its obligations under Title III of this Compact, and shall acquire and maintain records of such capital equipment, property rentals, leases, property or services through tribal procurement procedures.

Section 9 -- Savings. If it becomes apparent that funds allocated by the Tribe pursuant to its budget process, to any activity as defined in the Annual Agreement are in excess of that needed for such activity, the Tribe may reallocate that excess to any other activity under this Compact. Any funds not expended during the term of any of the Fiscal years of this Compact may be carried over to the succeeding Fiscal year, but such carry-over shall not diminish the amount of funds that the Tribe is authorized to receive in that succeeding Fiscal year or in any subsequent Fiscal year.

Section 10 -- Use of Motor Vehicles. Subject to the agreement of the General Services Administration, the Secretary hereby authorizes the Tribe to obtain Interagency Motor Pool vehicles and related services, if available, for performance of any activities under this Compact.

Section 11 -- Regulatory Authority. The Secretary and the Tribe agree to utilize the following procedures governing the establishment and application of regulations under this Compact:

(a) **Program Rules.** The Tribe agrees to abide by all existing federal program rules published in the Federal Register in carrying out the programs, services and functions under the Compact. The Tribe may adopt its own rules to be used in place of the existing federal rules. However, if the Tribe decides to replace federal rules the Tribe shall give written notice to the Designated Official.

(b) **Federal Regulations.** In order to put to good use the Secretary's waiver authority as authorized by Section 303(e) of P.L. 100-472, the Secretary will seek to expedite the waiver of any federal regulation which the Secretary or the Tribe determine presents an obstacle to the carrying out of the Compact, its purposes, and the programs, activities, functions, and services pursuant to the Compact, under the following procedures:

(i) prior to the effective date of the Compact, the Secretary or an authorized representative and the Tribe will seek to identify any federal regulations that may require waiver in order effectively to carry out the Compact;

(ii) if at any time the Tribe determines that one or more specific federal regulations requires waiver to effectively carry out the Compact, the Tribe may submit a written request for waiver to the Designated Official and the Secretary shall render a written decision to the Tribe within thirty days of receipt of the request.

(iii) The Secretary shall act in the best interest of the affected Indians and shall grant the requested waiver unless he determines that the applicable statutes cannot reasonably be interpreted as permitting the requested waiver.

Section 12 -- Disputes.

(a) Obligations of the United States under this Compact shall be deemed the same as "duties" under Section 110 of the Indian Self-Determination and Education Assistance Act Amendments of 1988, P.L. 100-472.

(b) In addition or as an alternative to remedies and procedures prescribed by section 110 of the Indian Self-Determination and Education Assistance Act Amendments of 1988, P.L. 100-472, the parties jointly may:

(i) Submit disputes under this Compact to third-party mediation, which for purposes of this Section means that the Secretary or an authorized representative and the Tribe nominate third parties who together choose a third party mediator ("third-party" means a person not employed by or significantly involved with either the Tribe or the Secretary or the Department of the Interior); or

(ii) Submit the dispute to the Tribe's Court; or

(iii) Submit the dispute to mediation processes provided for under the Tribe's law.

(c) The Secretary shall be expected to accept decisions reached by mediation processes or the tribal court, but shall not be bound by any decision which might be in conflict with the interests of the Indians or the United States.

Section 13 -- Retrocession. The retrocession provisions of Section 105(e) of P.L. 100-472, and any regulations thereunder, are herein adopted, except that the effective date of such retrocession of this Compact, in whole or in part, shall be 45 calendar days from the date of request by the Tribe unless the Tribe requests an effective date that is more than 45 calendar days, in which case the Tribe's requested date shall be the effective date of such retrocession. If the United States and the Tribe mutually agree to an effective date of less than 45 calendar days from the date of the request by the Tribe, the mutually-agreed upon date shall be the effective date of such retrocession.

Section 14 -- Tribal Administrative Procedures. Tribal law and tribal forums shall provide administrative due process rights pursuant to the Indian Civil Rights Act of 1968, 25 U.S.C. § 1301, et seq., that persons, or groups of persons, may have with respect to services, activities, programs, and functions that are provided by the Tribe pursuant to this Compact.

Section 15 -- Successor Annual Agreement. Negotiations for a successor Annual Agreement, as provided for in Article VI, Section 2, shall begin no later than 120 days in advance of the conclusion of the preceding Annual Agreement. Pursuant to Section 301 and 303(a) of P.L. 100-472, the Secretary shall make best efforts to continue and to promote this demonstration project in preparing budgets for subsequent years. The Tribe is hereby assured that future funding of successor Annual Agreements shall only be reduced pursuant to the provisions of Section 106(b) of the Indian Self-Determination and Education Assistance Act Amendments of 1988, P.L. 100-472. The Secretary or an authorized representative agrees to prepare and supply relevant information, and promptly to comply with the Tribe's requests for information reasonably needed to determine the funds that may be available for a successor Annual Agreement as provided for in Article VI, Section 2 of this Compact.

Section 16 -- Secretarial Approval.

(a) Every contract entered into by the Tribe in connection with a program, activity, function, or service encompassed by this Compact, shall be in writing, identify the interested parties, their authorities and purposes, state the work to be performed, the basis for any claim, the payments to be made, and the term of the contract which shall be fixed. Contracts which comport with the requirements of this section but which might be void without Secretarial approval under 25 U.S.C. § 81, shall be expeditiously reviewed by the Secretary under the following procedure:

(i) if at any time the Tribe determines that a contract may be subject to 25 U.S.C. § 81, the Tribe may submit a written request for approval to the Designated Official and the Secretary or an authorized representative shall render a written decision to the Tribe within thirty days of receipt of the request.

(ii) If the Secretary or an authorized representative determines that 25 U.S.C. § 81 does not apply, he shall proceed to review the contract and shall make a determination indicating that he would not wish his view of 25 U.S.C. § 81 to subject the contract to an assertion it is null and void and, not wishing to disrupt the Tribe's legitimate contracting activity, has accommodated the Tribe by reviewing and approving (or disapproving) the contract.

(b) If any power or act of the Tribe, including amendments to the Tribe's Constitution relevant to this Compact, is subject to the approval of the United States, under the Tribe's Constitution and Bylaws, and a written request for such approval is neither granted nor denied within thirty days following the making of such request, such approval shall be deemed to have been granted.

Section 17 -- Establishment of Baseline Measures. Baseline measures for programs, services, functions, and activities previously performed by the Lummi Nation under the authority of P.L. 93-638 or other legal authority shall be established upon performance of the Lummi Nation up to and including fiscal year 1990. Baseline measures for programs, services, functions, and activities previously performed or not performed by the Bureau of Indian Affairs shall be established upon performance of the Bureau of Indian Affairs up to and including fiscal year 1990. A task force shall be established within 45 days of the signing of this Compact by the Designated Officials (Article V, Section 1) to develop the mutually acceptable baseline measures. The task force shall consist of academic representatives, and an equal number of representatives of the Lummi Nation and the Secretary, unless otherwise mutually agreed. The inclusion of academic representatives shall be dependent upon the availability of financial resources. The task force recommendations for the establishment of baseline measures shall be completed by January 15, 1991, ratified by the Designated Officials by January 31, 1991, and shall become an attachment to this Compact. The task force shall also establish baseline measures for those programs, services, functions and activities for the Lummi Nation retained by the Secretary or an authorized representative, and the Bureau of Indian Affairs shall report to the Secretary or an authorized representative and the Lummi Nation.

Article III Obligations of the Tribe

Section 1 -- Consolidation. With the exception of the specific responsibilities of the United States identified and retained in Article IV, Section 3, and the programs, activities, functions, and services pursuant to either P.L. 95-471, or Title XI of P.L. 95-561, the Tribe will perform the programs, activities, functions and services as provided for in the Annual Agreement, as provided for in Article VI, Section 2 of this Compact. To the extent a program, activity, function, or service included within such Annual Agreement is included within a contract or grant entered into pursuant to P.L. 93-638, or is

subject to any obligation arising from such contract or grant, that contract or grant is terminated and the parties' obligations shall be governed by this Compact.

Section 2 -- Amount of Funds. The total amount of funds covered by the consolidation and redesign provided for in Section 1 of this Article that the Secretary or an authorized representative shall make available to the Lummi Nation shall be determined in an Annual Agreement between the Secretary and the Tribe, which shall be incorporated in its entirety to this Compact and attached hereto as provided for in Article VI, Section 2.

Section 3 -- Tribal Programs. The Tribe agrees to provide such programs, activities, functions, and services that are identified in the Annual Agreement. The Tribe pledges to practice utmost good faith in upholding its responsibility to provide such programs, activities, functions and services.

Section 4 -- Trust Services for Individual Indians. To the extent that the Annual Agreement endeavors to provide trust services to individual Indians that were formerly provided by the Secretary or an authorized representative, the Tribe will maintain at least the same level of service as was previously provided by the Secretary or an authorized representative. The Tribe pledges to practice utmost good faith in upholding its responsibility to provide such service. Trust Services for individual Indians means only services that pertain to land or financial management connected to individually held allotments.

Section 5 -- Reallocation. Reallocation of funds from one program, activity, function, or service to another within a General Budget Category, or from one General Budget Category to another shall be governed only by tribal law and procedure and shall not require Secretarial consent. In the event a reallocation involves 30% or more, on a cumulative annual basis, of funds for a physical resource trust or trust fund management function performed by the Tribe, the Tribe shall provide notice to the Secretary's Designated Official, together with an explanation of how the Tribe's responsibilities will continue to be fulfilled.

Article IV Obligations of the United States

Section 1 -- Trust Responsibility. The United States reaffirms its trust responsibility to Lummi Nation of the Lummi Indian Reservation to protect and conserve, the trust resources of the Lummi Nation and of individual Indians, of the Lummi Indian Reservation. Nothing in this Compact is intended to, nor should be interpreted, to terminate, waive, modify or reduce the Trust responsibility of the United States to the Tribe or individual Indians. The Secretary pledges to practice utmost good faith in upholding said trust responsibility.

Section 2 -- Trust Evaluations. The United States shall require in accordance with this Compact an annual trust evaluation of any physical resource trust management function being performed by the Tribe pursuant to Article III and the Annual Agreement. Evaluations shall not be burdensome and shall be conducted on a cost effective basis. Without prejudicing the Secretary's statutory authorities, such Trust Evaluations are intended to enable the United States to exercise its necessary supervision or oversight relative to its trust obligations to the Tribe and individual Indians, provided that the Tribe may specifically impose on itself additional requirements pursuant to the Annual Agreement.

(a) For purposes of this section a Trust Evaluation means a program outcome evaluation to determine whether the responsibility of the United States, as reflected in federal law or in Section 1 of this Article, is being met.

(b) Information and analysis obtained in the performance of such evaluations shall be immediately provided to the Tribe's designated representative. The Tribe agrees to cooperate in Trust evaluations.

(c) If the United States' Designated Official determines from such evaluations, or from any other source, that trust resources are endangered by the Tribe's action or inaction, the United States' Designated Official shall immediately notify the Tribe of its specific concerns relative to the specific, identified, physical trust asset.

(d) Unless a physical trust asset is in imminent jeopardy, which for purposes of this Compact shall mean either significant devaluation or loss of an asset or significant loss or devaluation of the income from such asset caused by the Tribe's action or inaction, which would occur within 60 days, the United States shall not take back the responsibility for management of that endangered trust resource, but to the extent resources are available, shall provide sufficient and appropriate assistance to the Tribe to enable the protection, and conservation of Trust

assets. If the physical trust asset is in imminent jeopardy, as defined in this subsection, the United States shall, upon two (2) days advance written notice to the Tribe, immediately take over the responsibility for the management of such endangered physical trust asset, and may use a reasonable portion of funds remaining available for such program for that purpose, notwithstanding any other provisions of this Compact.

Section 3 -- Programs Retained. As specified in the Annual Agreement, the United States hereby retains the programs, services, functions, and activities with respect to the Tribe that are not specially assumed by the Tribe in the Annual Agreement. The Secretary agrees that a Program Outcome Evaluation shall be performed by a Compact Evaluation Team, which shall consist of one representative of the Secretary, and one representative of the Tribe, annually as to each program, activity, function, or service which is retained by the United States pursuant to this Section. Evaluations shall not be burdensome and shall be conducted on a cost effective basis. The findings and recommendations of the Evaluation Team shall be reported to the Tribe and the Secretary or an authorized representative.

Section 4 -- Financial and other Information. The Tribe shall be eligible for new programs, activities, services and functions on the same basis as other tribes and the Secretary or an authorized representative shall advise the Tribe of the funding available for such programs. To assist the Tribe in monitoring compliance with Section 303(a) (6) of P.L. 100-472, the United States shall provide:

- (a) monthly copies of Bureau of Indian Affairs' Status of Obligations reports of the Central Office concerning Portland Area obligations;
- (b) monthly status of Obligations reports of the Area Office concerning programs, activities, functions, and services performed in the Portland Area which are comparable to those performed by the Tribe under this Compact; and
- (c) revisions in such program plans, guidelines or budgets as they are made.

Responses providing other information which may be requested by the Tribe shall be made within ten working days.

Article V Other Provisions

Section 1 -- Designated Officials. On or before the effective date of this Compact, both the United States and the Tribe shall provide each other with a written designation of a senior official as its representative/liason official for notices, proposed amendments to the Compact and other purposes for this Compact.

Section 2 -- Indian Preference in Employment, Contracting and Subcontracting. Tribal law shall govern the provision of Indian Preference in Employment, Contracting, and Subcontracting pursuant to this Compact. Section 104 of P.L. 100-472 shall apply to individuals who leave federal employment for tribal employment.

Section 3 -- Insurance. The Tribe shall be fully covered by such liability insurance or equivalent coverage that the Secretary or an authorized representative provides or obtains pursuant to Section 102(c) of the Indian Self Determination and Education Assistance Act Amendments of 1988, P.L. 100-472. Additionally, the Tribe shall be fully covered by all liability coverage under the Federal Tort Claims Act that is made available to the Secretary or an authorized representative or to P.L. 93-638 contractors and their employees under federal law, as the same may be amended from time to time, and shall be responsible in the same manner as P.L. 93-638 contractors.

Section 4 -- Compact Modifications or Amendments. To be effective any modifications of this Compact shall be in the form of a written amendment to the Compact, and shall require the written consent of the Tribe and the United States.

Section 5 -- Construction. In the Implementation of this Compact, the Secretary, to the extent feasible, shall interpret Federal laws and regulations in a manner that facilitates this Compact in accordance with Section 303(e) of P.L. 100-472.

Section 6 -- Officials Not To Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of any contract executed pursuant to this Compact, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any contract under this Compact if made with a corporation for its

general benefit.

Section 7 -- Covenant Against Contingent Fees. The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul any contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 8 -- Penalties. The parties agree that the criminal penalties set forth in 25 U.S.C. 450d apply to all activities conducted pursuant to this Compact.

Section 9 -- Wage and Labor Standard. The parties agree that the wage and labor provisions set forth in 25 U.S.C. 450e apply to all laborers and mechanics employed by contractors or subcontractors in the construction, alteration, or repair, including painting or redecorating of buildings or other facilities on connection with this Compact.

Article VI Attachments

Section 1 -- Approval of Compact. The resolution of the Lummi Nation approving this Compact is attached hereto as Attachment 1.

Section 2 -- Annual Agreement. The negotiated and duly approved Annual Agreement with respect to Lummi Nation identifying those programs, services, functions, and activities, to be performed, the General Budget Category assigned, and the funds to be provided, is hereby incorporated in its entirety in this Compact and attached hereto as Attachment 2. This Compact shall be in effect only during the term of any such Annual Agreement.

DATED THIS 27th DAY OF June 1990.

LUMMI NATION

BY Sam Cagey Sr.
Sam Cagey, Sr., Chairman

UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR

BY Eddie F Brown
Eddie F Brown
Assistant Secretary - Indian Affairs

