

**PARTICIPATION AGREEMENT ESTABLISHING AN ALASKA TRIBAL-
STATE-FEDERAL TRANSPORTATION TASK FORCE**

Statement of Purpose

The Alaska Tribal-State-Federal Transportation Task Force has been established to improve the delivery of transportation programs and projects that serve Alaska communities by facilitating communication and coordination between the State of Alaska, Alaska Tribal Governments and the Federal Government. Complex land ownership patterns, remote and isolated project locations, high project mobilization costs and a short construction season make transportation project development costly and logistically difficult. The Task Force will:

- 1. Provide an ongoing forum for inter-governmental dialogue;
- 2. Facilitate implementation of transportation programs and projects;
- 3. Facilitate communications and dissemination of information regarding transportation policy and program issues.

Guiding Principles

This Agreement reflects and supports the government-to-government relationship between the Alaska Tribal Governments, the State of Alaska, and the Federal Government. The members agree to the following guiding principles:

- 1. To recognize that Task Force members are equal partners focused on people, economies, natural and human environments and improving the quality of life for all Alaskans.
- 2. To recognize the importance of collaborative partnerships.
- 3. To respect the knowledge, experience, perspectives, and needs of the other members.
- 4. To move forward the shared goals of their stakeholders and constituents through improved working relationships and partnership building.
- 5. To collaborate to develop an effective and efficient consultation framework, ensuring the long-term prosperity of this agreement.
- 6. To dedicate the appropriate level of resources to achieve success.
- 7. To recognize and support the need to engage the shared strength, skills, and expertise in a collaborative effort to achieve success in transportation related activities.
- 8. To work together in a proactive and cooperative manner.

9. To utilize honest, straightforward communication.

Protocols

1. Structure and Membership

A. Membership

The members to this Agreement are the signatories. Task Force membership is open to all federally recognized Alaska Tribal governments, Tribal Consortiums, State government agencies and Federal government agencies. A member may withdraw its participation from this Agreement by providing written notice to the Joint Chairs.

To be respectful of the sovereignty interests and decision-making authority of Tribal leaders and State and Federal policymakers, only duly authorized Tribal, State or Federal representatives may authorize Task Force membership for their respective government, organization or agency. Formal membership will be accomplished through the execution of this Agreement by a duly authorized Tribal, State or Federal representative.

Tribes within a consortium may delegate their membership interest and/or voting rights to their consortium, as indicated in the Agreement to Participate provision of this Agreement. Tribes which delegate only their voting rights to their consortium may continue to participate in the Task Force as non-voting members. Tribes which delegate their membership interest shall be considered to have also delegated their voting rights to the consortium. A Tribal consortium shall have an amount of votes equivalent to the number of Tribes which have delegated their membership interests and/or voting rights to the consortium. Tribal consortia that have been delegated membership and/or voting rights shall themselves be considered members for all Task Force purposes. Tribes may at any time re-establish their membership interests and/or voting rights from a consortium by submittal of a new Agreement to Participate and notifying the consortium of their changed status. Tribes and consortia may be represented on the Task Force through employees or officials of the organization.

B. Joint Chairs -- Federal, State, Tribal

At the first meeting of each calendar year, the State, Federal, and Tribal caucuses will each appoint one person to serve as a joint chairperson of the Task Force for the year. The Tribal caucus will endeavor to appoint Tribal joint chairpersons from all geographic regions of the State on a rotating basis, provided however that all Joint Chairs may serve multiple, consecutive terms if agreed to by their respective caucuses.

The Joint Chairs shall have the following powers:

- i. Control over the conduct of meetings;

- ii. Preparation of meeting agendas shall be prepared by consensus among the Joint Chairs and shall be distributed no later than one week in advance of Task Force Meetings;
- iii. To appoint a temporary designee. Designees shall only be appointed on a temporary basis as necessary for reasons such as unavoidable absence. During the period of temporary assignment, the designee shall have full Joint Chair authority.
- iv. Such other duties as specifically assigned in other sections of this Agreement.

C. Working Groups

The Joint Chairs may establish one or more Work Groups. The Work Groups shall report to the Task Force on specific issues and make recommendations or reports. Work Groups shall be comprised of Task Force members, plus such other individuals as approved by the Joint Chairs. Work Groups are not authorized to make decisions for the Task Force.

D. Secretary

The Task Force members shall appoint one or more Secretaries who shall be responsible for recording Task Force decisions and accomplishments, maintaining the contact list, arranging teleconferences and meetings, disseminating information to Task Force members and others on the contact list and keeping minutes of meetings. In addition, the Secretaries shall be responsible for maintaining accurate membership lists, including individual and consortia voting rights.

2. Communications

A. General Communications Protocol

Communications to Task Force members will be coordinated through the Joint Chairs. The Joint Chairs shall distribute information according to a contacts list maintained by the Task Force. The list shall include all members of the Task Force and may include other interested individuals. The Task Force members shall be responsible to advise the Task Force Joint Chairs and Secretary of any changes to contact information.

In recognition of Alaska's unique geography and in furtherance of the Task Force Statement of Purpose, and unless specifically agreed otherwise by consensus vote, faxed signatures or electronically signed documents shall be treated as if they were originals.

B. Dissemination of Information

When agreed by the Joint Chairs, information may be forwarded to the Alaska Tribal Technical Assistance Center (TTAC) and Local Technical Assistance Program (LTAP) to be posted on their web sites. Information may also be distributed or posted in any other manner agreed to by the Joint Chairs.

The members agree to exchange information in good faith, and where possible to exchange information in advance of meetings where such information will be discussed. All members agree not to divulge information shared by others in confidence outside of Task Force or Work Group meetings. Members may report on Task Force activities and discussions to their constituencies.

Members may respond to media questions but may do so only on behalf of their own organization, not on behalf of the Task Force. Statements made to the media on behalf of the Task Force must first be approved by the Joint Chairs.

3. Meetings

A. Frequency

The Task Force will meet at such times and places as agreed to by the members, but no less than twice a year. Special meetings may also be called.

B. Attendance

Members shall strive in good faith to attend all meetings.

Task Force and Work Group meetings may also be attended by interested members of the public.

C. Conduct of Meetings

The Joint Chairs will be responsible to run the meetings, and to set reasonable rules in the conduct of the meetings.

Non-Task Force members may speak to technical issues when requested by the Joint Chairs but may not debate. Members of the public may submit written comments to the Task Force. Other individuals may participate at the discretion of the Joint Chairs.

D. Distribution of Minutes

The Joint Chairs shall arrange for distribution of draft meeting minutes. Task Force meeting minutes will be distributed to Task Force Members within 30 days of a meeting for review, and will be presented at the next regularly scheduled meeting for approval.

E. Caucus

From time to time, it may become necessary or desirable for Tribal, State or Federal members to meet in private for debate, discussion, or for other reasons. To that end, a Tribal, State or Federal Caucus can be requested. Caucuses shall be declared by the Joint Chairs.

Caucuses are not public meetings, but are intended solely for the respective Caucuses and invited guests.

F. Fees and Expenses

The Joint Chairs are authorized to establish fees to cover the cost of meetings and other Task Force expenses.

4. Task Force Goals and Objectives

The Task Force may set goals, tasks, or performance objectives by consensus vote.

5. Task Force Decision Making

The Task Force will operate by consensus between the Joint Chairs, and majority/substantial majority agreement internally among the Tribal caucus. The Task Force will strive towards achieving consensus on all issues addressed. For both preliminary and final consensus voting, each voting member Tribe shall have one vote and each consortia shall have the number of votes delegated to the consortia in accordance with Section 1.A. of this Agreement, regardless of the number of representatives attending any meeting in which voting is taking place.

A. Preliminary Consensus

An issue will be deemed to have reached Preliminary Consensus if, during a Task Force Regular or Special Meeting, the State Joint Chair, Federal Joint Chair, and Tribal Joint Chair reach agreement. The Tribal Joint Chair shall cast his/her vote on an issue in accordance with the majority vote of the voting member Tribes/consortia present at the meeting.

B. Ratification Process

If Preliminary Consensus has been achieved, the Tribal, State and Federal caucuses shall ratify or reject the result of the Preliminary Consensus as follows:

Tribal Caucus:

Voting member Tribes/consortia will be notified and given an opportunity to vote for final consensus. Voting may be accomplished through an information sheet and ballot approved by the Joint Chairs, or through resolution, ratifying letter, or other means, at the discretion of the Joint Chairs. Other materials may be provided at the discretion of the Joint Chairs.

Voting member Tribes/consortia shall have 45 days from the post date of regular mail or email to vote or otherwise respond, unless a different period has been specified. At least two-thirds (substantial majority) of voting member Tribes/consortia must cast votes in favor of the preliminary consensus position on the issue in order for it to be ratified by the Tribal Caucus. Failure to provide any response within the specified deadline shall be deemed an abstention, but

the number of votes held by member Tribes or consortia that do not respond within the specified deadline will not be counted as “votes cast” in determining whether the required two-thirds support has been obtained.

State/Federal Caucuses:

The State and Federal Joint Chairs may establish their own internal processes for ratifying or rejecting the result of the Preliminary Consensus.

C. Final Vote

Once the Tribal, State and Federal Caucuses have internally reached a decision as provided in the Ratification Process above, the matter will be scheduled for a Final Consensus vote.

Final Consensus exists where all three Joint Chairs vote in favor of the Preliminary Consensus position on the issue. The Tribal Joint Chair shall cast his/her vote in accordance with the internal result of the substantial majority vote of the voting member Tribes/consortia. The Joint Chairs may vote in any manner agreed to and do not need to wait for a regularly scheduled meeting to vote and achieve Final Consensus.

Dissensions, abstentions or reservations may be submitted to the Task Force, and will be noted in future meeting minutes.

If Final Consensus is not achieved, the matter may be referred to a Working Group in accordance with Section 1(C).

6. Closed Decisions

Decisions reached in accordance with the Task Force Decision Making procedures will not be reopened without the consensus of the Task Force.

7. Good Faith

All Task Force members agree to act in a good faith effort to improve the delivery of transportation infrastructure in Alaska by encouraging a free and open exchange of ideas, views and information. Personal attacks will not be tolerated during or outside of meetings or through electronic media such as email.

8. Sovereignty and Disclaimers

In executing this Agreement, no member waives any rights, including treaty rights, immunities, sovereign immunities, or jurisdiction it may possess. This Agreement in no way diminishes any rights or protections afforded any persons or entities, whether parties or not, under applicable tribal, state, federal or international law. Through the provisions of this Agreement the parties strengthen their collective ability to successfully address and resolve

issues of mutual concern. This Agreement is a policy directive and does not create legally binding or enforceable rights. By signing this Agreement, no member is making an admission, nor may this Agreement be used in any court of law.

9. Amendment

Any member may propose amendments to this Agreement. Proposed amendments must be presented to the Joint Chairs for informational purposes before circulation to all the members. The party proposing the amendment is responsible for circulating the amendment to all members. Each member shall have at least sixty days from circulation to review the proposed amendment. The proposed amendment takes effect only if approved in accordance with the Task Force Decision Making rules above.

AGREEMENT TO PARTICIPATE

Federal Participation:

_____ [Name of Federal Agency] hereby agrees to participate as a member in the Federal-State-Tribal Alaska Transportation Task Force.

Authorized Representative Title Date
E Mail Address: _____

State Participation:

_____ [Name of State Agency] hereby agrees to participate as a member in the Federal-State-Tribal Alaska Transportation Task Force.

Authorized Representative Title Date
E Mail Address: _____

Tribal Governments Only:

_____ [Name of Tribal Government] hereby agrees to participate in the Federal-State-Tribal Alaska Transportation Task Force as follows (check **only one** box and fill in as appropriate, then sign where indicated):

- ▶ The Tribe will participate in the Task Force as a full member with voting rights.
- ▶ The Tribe will participate in the Task Force as a non-voting member. Voting rights are hereby delegated to:

[name of Tribal Consortium in which the Tribe is a member]

- ▶ The Tribe will be participating through its Tribal consortium, and hereby delegates full membership, including voting rights, to:

[name of Tribal Consortium in which the Tribe is a member]

Authorized Representative Title Date
E Mail Address: _____

Tribal Consortia:

_____ [Name of Tribal Consortium] hereby agrees to participate as a member in the Federal-State-Tribal Alaska Transportation Task Force as follows (check appropriate box and sign as indicated):

[#] _____ Tribes that are members of the consortium have delegated full membership rights in the Task Force to the consortium.

[#] _____ Tribes that are members of the consortium have delegated only voting rights in the Task Force to the consortium.

[#] _____ Total Task Force Votes of the Consortium (add number of Tribes delegating full membership plus number of Tribes delegating only voting rights)

Authorized Representative	Title	Date
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E Mail Address: _____