



YERINGTON PAIUTE TRIBE

171 Campbell Lane
Yerington, Nevada 89447
(775) 463-3301
(775) 883-3895

Consultation Protocol Between the Yerington Paiute Tribe And the State of Nevada

I. PREAMBLE

This protocol provides a framework for a government-to-government relationship between the Yerington Paiute Tribe of Nevada through the body of the Yerington Paiute Tribal Council and the Nevada Division of Environmental Protection (NDEP), through its Administrator. Both parties to this agreement share a responsibility to provide for and protect the health, safety, and welfare of their citizens. It is recognized that to achieve these goals it is in the interest of both parties to improve the communication and relationship between their independent governments.

This agreement supports the parties' discussion and resolution of issues that will translate the government-to-government relationship into more efficient, improved regulatory oversight of Yerington Paiute Tribal Lands and Non-Indian Lands that impact the safety and welfare of the Tribal Lands and membership. The agreement will provide for a general framework to improve communication and resolve issues as they arise. The parties agree to recognize the implementation of this agreement, which requires an understanding of each party's authority.

II. PARTIES

A. Yerington Paiute Tribe

The Yerington Paiute Tribe of Nevada is a unique and independent government, with management and decision-making structures, which exercises inherent sovereign authority and a responsibility to provide for and protect the health, safety and welfare of all of its tribal members.

The Yerington Paiute Reservation and Trust Lands comprise approximately 1,638 acres of Tribal Land located 85 miles southwest of Reno, Nevada. The Reservation is divided between the Campbell Ranch area, which has 90 households and the Yerington Colony, which has a total of 58 households. The Tribal population category is small, and as of January 2004, had an enrollment of 1,191 members.

The Tribe established an Environmental Office in 1996 using a General Assistance Program (GAP) grant from the Environmental Protection Agency (EPA), to address impacts to its land and people from outside sources, and to develop environmental awareness within its own structure. The Environmental Office has six separate programs, which consists of the following: The General Assistance Program, Clean

Water Act Section 106, Clean Air Act Section 103, Natural Resources Damage Assessment and Restoration, Superfund, and a Radon Program. The office is located at the Tribal Community Center, and the Environmental Director reports to the Tribal Manager.

B. Nevada Division of Environmental Protection

The Nevada Division of Environmental Protection, through its mission statement, is tasked “to preserve and enhance the environment of the state in order to protect public health, sustain healthy ecosystems and to contribute to a vibrant economy”.

The NDEP was established in 1974 and has continuously strived to improve environmental protection to Nevada citizens. NDEP is responsible for the state-funded regulatory programs for the protection for the protection of health and welfare and environment of the public. NDEP is divided into nine units, which consist of the following: Administration and eight bureaus- the Bureaus of Air Quality Planning, Air Pollution Control, Water Pollution Control, Water Quality Planning, Mining Regulation and Reclamation, Environmental Information and Planning, Corrective Actions, Waste Management, and Federal Facilities. NDEP provides staff support for the State Environmental Commission and the Board to Review Petroleum Claims.

NDEP recognizes that the federal government has the primary responsibility for assisting Tribes to regulate and manage the environment within Indian Country. NDEP recognizes the sovereignty of the Yerington Paiute Tribal government and their jurisdiction over lands within Indian Country as defined by federal law. (The definition in federal law includes all lands within reservation boundaries [18 U.S.C.A. § 1151] and will not assert authority over Indian Country.

V. IMPLEMENTATION PROCESS AND RESPONSIBILITIES

Consultation and Consideration of the Interests of Other Governments

For purposes of this agreement, “consultation” is defined as a face-to-face meeting between the Administrator or his designee and the Tribal Chairman or his designee.

For the purposes of meaningful consultation, the parties agree to:

1. Operate within a government-to-government relationship.
2. Consult, to the greatest extent practicable with one another whenever actions may cause impacts to the parties. These consultations should be open and candid so that all interested parties may determine the potential impact of proposed actions.
3. Assess the impact of proposed plans, projects, programs, and activities by the parties on public resources, tribal resources, and assure the tribes’ rights and concerns are taken seriously and input and comments properly obtained and addressed.

4. Take appropriate steps to remove procedural impediments to working directly and effectively with tribes on activities affecting the property or rights of tribes.
5. Work cooperatively with other agencies to accomplish the goals of this protocol.

In consideration of the above, the NDEP supports the strengthening of Tribal capacity for environmental management and regulation. The NDEP is committed to developing cooperative relationships with the Tribe, and will respect the environmental concerns and capabilities of the Tribe. Actions undertaken by the NDEP which may impact the Yerington Paiute Tribe shall be implemented in an informed and sensitive manner, respectful of tribal sovereignty, traditional and cultural values, beliefs and principles of tribal members, individual rights, public and government agencies. The NDEP requests that Tribes show similar respect for the environmental concerns of the State of Nevada.

While this protocol addresses the relationship between NDEP and the Yerington Paiute Tribe its ultimate purpose is to improve regulatory oversight delivered to the people by the parties. The parties will meet at least twice per year to establish goals for improved regulatory oversight and identify the obstacles to the achievement of goals.

III SOVEREIGNTY AND DISCLAIMERS

This protocol is intended to build confidence among the parties in the government-to-government relationships to outlining a process for its implementation. It is also intended to enhance such relationships within the respective government structures of the parties. As stated above, the parties will strive to reinforce the government-to-government relationships through consultation and agreement on matters of mutual concern. This protocol does not in itself address substantive issues.

Each of the parties to this protocol recognizes and respects the independence of each party. In executing this protocol, no party waives any tribal governmental rights including treaty rights, sovereign immunities or jurisdiction and nothing in this protocol creates a right of action against NDEP or the reverse for failure to comply within the protocol. Through this protocol, the parties strengthen their collective ability to successfully resolve issues of mutual concern.

While the relationship described by this protocol provides increased ability to solve problems, it likely will not result in a resolution of issues. Therefore, inherent in their relationship is the right of each of the parties to elevate an issue of importance to any decision-making authority of another party, including where appropriate, that party's executive office.

To the extent the provisions of this protocol apply to each signatory, they shall apply to and be binding upon such signatory, their respective officers, directors, employees successors-in-interest and assigns.

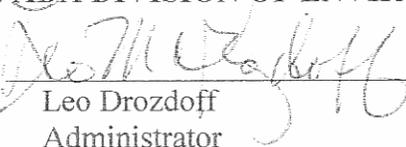
Each undersigned individual represents and warrants that he or she is fully authorized by the party he or she represents to enter into, or otherwise sign, this protocol and to legally bind such party to the terms and conditions of this protocol that expressly apply to such party. This protocol continues in effect unless modified by mutual agreement or terminated by either party. Either party upon thirty (30) days prior written notice to the other party, may terminate this protocol in the event that either party fails, refuses to follow or perform with the guidelines stated in this protocol. If the failure of performance can be remedied within a thirty (30) day period, then the notice of termination shall be null and void. In addition, upon sixty (60) day advance written notice, either party may terminate this contract without reason or cause. Upon termination of this contract, the parties hereto shall have no further obligation hereunder except for obligations accruing prior to the termination date.

Entered into on this 25th day of October, 2005 by the following:

YERINGTON PAIUTE TRIBE

By: 
Wayne M. Garcia
Tribal Chairman

NEVADA DIVISION OF ENVIRONMENTAL PROTECTION

By: 
Leo Drozdoff
Administrator