

AGREEMENT ON INDIAN EMPLOYMENT AND CONTRACTING RELATED REQUIREMENTS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE ON THE ROSEBUD RESERVATION

This agreement is between the South Dakota Department of Transportation (the "Department") and the Rosebud Sioux Tribe (the "Tribe").

Both the Department and the Tribe believe it is mutually beneficial to enter into this agreement for the improvement of state highway system that lies within the exterior boundaries of the Rosebud Reservation and dependent Indian communities within the area set forth, Section 2 of the Act of March 2, 1889 (25 Stat. 888).

The parties agree as follows:

- 1) The success of this agreement is predicated upon both parties acting in accord with the following principles:
 - a) Both parties agree that they are interested in:
 - i) making planned improvements to highways within the exterior boundaries of the Rosebud Reservation and dependent Indian communities within the area set forth, Section 2 of the Act of March 2, 1889 (25 Stat. 888),
 - ii) providing increased employment opportunities for Indian people in the area,
 - iii) providing for On-the-Job Training opportunities through the Contractor as established by the department through the On-the-Job Training special provision.
 - b) Compliance enforcement is a joint responsibility of the Tribe and the Department and all activities in this regard will be conducted with mutual respect for each other's responsibilities. To this end, neither party will impose monetary or other sanctions without providing advance notice to the other party and do encourage informal resolution of problems involving all interested parties.
 - c) For the highway construction and maintenance projects within the boundaries of the Rosebud Reservation and dependent Indian communities within the area set forth, Section 2 of the Act of March 2, 1889 (25 Stat. 888), the Department will extract key elements of the Tribal TECRO ordinance, including provision for mutually acceptable employment preference level; use of a core crew; reporting requirements and enforcement; these to be incorporated into a contract Special Provision to be used by the Department. (see Attachment No. 1)
 - d) The key TECRO elements, as forth in the Special Provision cited in "c." above, would be embodied in a special Compliance Plan which the Tribe and the Department agree will be used on the department's highway construction and maintenance projects and would be the basis of Tribal TECRO enforcement. (see Attachment No. 2)
 - y e) The Tribe acknowledges that the Department cannot extend Indian Preference in subcontracting of projects federally funded or funded by other funds due to

(ON OR NEAR)

FHWA policy but that the Department will use the existing Disadvantaged Business Enterprise (DBE) Program to facilitate and encourage the use of local Indian-owned businesses to the maximum extent possible. The Tribe also acknowledges that the bid procedures and contract law governing these procedures clearly indicates that all supplier/ subcontractor quotes are to be provided to bidders no later than the evening prior to the scheduled bid opening and that their prices must be reasonably competitive in order to be considered.

- f) The department acknowledges that in accordance with Rosebud Sioux Tribe Ordinance 86-03, "All covered employers, for all positions involving employment within the Rosebud Reservation, shall give preference to qualified Indians in the order of priority set forth in Sec. 202, in all hiring, promotion, training, layoffs, and all other aspects of employment. Such employers shall comply with all applicable rules, regulations, guidelines, and orders of the Tribal Employment & Contracting Rights Commission."
- g) The Tribe agrees that any TECRO fee collected from contractors shall not be higher than two percent (2%). The fee is to be based on the total contract dollar amount multiplied by the percentage of the portion of the project located within the exterior boundaries of the Rosebud Reservation and dependent Indian communities within the area set forth, Section 2 of the Act of March 2, 1889 (25 Stat. 888).
- h) For construction projects, the TECRO Special Provisions shall apply to an entire project and not just the portion located within the boundaries of the Rosebud Reservation with the exception of the fees that are calculated based on the portion located within reservation boundaries and dependent Indian communities within the area set forth, Section 2 of the Act of March 2, 1889 (25 Stat. 888). This provision will not apply to maintenance projects such as crack sealing, chip sealing, striping, lighting, etc. The second paragraph under "Enforcement" on page 4 of the Special Provision will be deleted from the Special Provision for Maintenance Projects unless the majority of the project or group of projects let together is within the reservation boundaries.
- i) ~~The Tribe shall impose no other fees, taxes or assessments on the contractors other than those specified in this agreement such as the 2% TECRO fee and other fees, taxes or assessments covered under the Tribal/State Tax Collection agreement.~~
- j) All highway construction and maintenance work performed by department employees is exempt from TECRO requirements. Department employees are defined as permanent employees as well as the seasonal and temporary employees who perform winter and summer maintenance functions.

TAKE
OUT

~~i)~~

2. To provide for stability and predictability in the Department planning and bid letting, both parties agree to maintain this agreement through the term specified below and until the final completion of any project let prior to the termination date and through the final acceptance all projects let prior to the termination date. Modifications or changes in the agreement or any of the attachment therein can be made through mutual consent and will be effective after being reduced to writing and signed by officials for each party.

X 3. It is the intent of all parties that this agreement shall be implemented on a cooperative basis without regard to jurisdictional issues. Nothing herein shall prevent the Tribe, State or any contractor from instituting any litigation pertaining to any jurisdictional issue with regard to the employment rights code or any other matter.

4. Nothing in this agreement shall be construed as an admission or other concession on part of the Rosebud Sioux Tribe that it lacks jurisdiction or authority to impose any license, fee, tax, assessment, or make any other collection from a contractor, subcontractor, or person voluntarily entering upon the Rosebud Indian Reservation or any of its property wherever situated.

By signature below, the Rosebud Sioux Tribe and the State of South Dakota, Department of Transportation, agree to adhere to this agreement and the attached documents:

- Attachment #1 – Special Provision for Indian Employment and Contracting on the Rosebud Reservation (Construction Projects)
- Attachment #2 – Rosebud Sioux Tribe TECRO Compliance Plan

The Tribe and Department further agree the above-referenced attachments and this agreement shall be applicable to highway construction and maintenance projects within the exterior boundaries of the Rosebud Reservation for the period of February 1, 2004 to September 30, 2009.

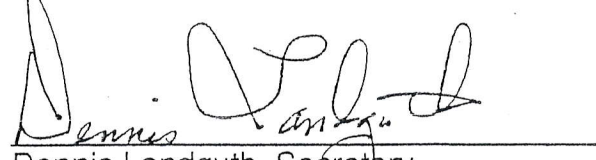
ROSEBUD SIOUX TRIBE



Charles Colombe, President
Rosebud Sioux Tribe

Date 2/19/04

STATE OF SOUTH DAKOTA



Dennis Landguth, Secretary
Department of Transportation

Date 2-23-04

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR
INDIAN EMPLOYMENT AND CONTRACTING ON THE
ROSEBUD SIOUX RESERVATION

PROJECT NO. ; PCEMS
TODD COUNTY
[MONTH] [DATE], 2004

PURPOSE

The purpose of the Indian Employment and Contracting Special Provision is to establish the specifications for Indian preference and the responsibilities of contractor and subcontractors for this project.

All [or "A portion"] of this project is located within the exterior boundaries of the Rosebud Sioux Reservation.

Title 23 United States Code (USC), Section 140(d), recognizes and permits the preferential employment of Indians living on or near a reservation on projects and contracts on Indian reservations roads. The State of South Dakota and the Department of Transportation, consistent with the intent of Section 140(d), affirms that it is their policy to encourage employment of minorities.

DEFINITIONS

For the purposes of this Special Provision, the following definitions shall apply:

- A. **Indian:** An enrolled member of a federally recognized Indian tribe.
- B. **Qualified Indian Applicant** is defined as one or more of the following:
 - 1) Applicants approved by the contractor based on job performance on other jobs.
 - 2) Applicants who have demonstrated or are presently demonstrating their work qualifications during a probationary work period on this project.
 - 3) Applicants certified by local referral agencies, including Tribal TECRO offices, as having adequate skills and training necessary to perform the duties of the position.
- C. **Core Crew Employee:** A member of a contractor's or subcontractor's crew who is a regular, permanent employee and is in a supervisory or other key position such that the employer would risk likely financial damage or loss if that position was filled by a person who had not previously worked for that contractor or subcontractor. A regular, permanent employee is one who is and has been on the contractor's payroll for at least one prior construction season, or is an owner of the firm, in contrast with a person who is hired on a project-by-project basis.

- D. **Pre-Employment Standards:** Directly related job standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing an entry level position as well as jobs at a higher level which, with a reasonable amount of training, are normally filled by progression from an entry-level position. This applies to those persons who at the time of application for employment are not fully qualified for the available job but have general potential of becoming qualified through a reasonable amount of training.

DEPARTMENT RESPONSIBILITIES

The Department (Civil Rights Office):

- A. Will monitor Contractor and Subcontractors for compliance with the requirements of this special provision and will perform necessary reviews of contractors and subcontractors to ensure compliance with the Special Provisions.
- B. Will assist the Contractor and Subcontractor with any disputes with the TECRO Office or other Tribal entity.
- C. Will establish On-the-Job Training opportunities as specified in the On-the-Job training special provision.

CONTRACTOR RESPONSIBILITIES

- A. Contractors and subcontractors will give preference in employment opportunities under this contract to qualified Indian applicants who can perform the work required regardless of race, color, creed, age, sex, religion, national origin or tribal affiliation to the extent set out in the paragraphs below.
- B. The Contractor and subcontractors will not use pre-employment standards, qualifications, criteria or other personnel requirements as barriers to Indian employment except when such criteria or standards are required by business necessity. The Contractor and Subcontracts have the burden of showing that such criteria or standards are required by business necessity.
- C. The contractor agrees that Indians will be given preference for at least seventy percent (70%) of the project work force provided that sufficient qualified Indian applicants are available. The phrase "work force" shall not include "core crew employees".
- D. The contractor agrees to require that subcontractors shall meet the Indian preference in employment requirements as specified in the preceding paragraph. Prior to commencing work, contractors and subcontractors are expected to contact the Rosebud Sioux Tribe TECRO office concerning an identified core crew, project work force needs and (sub)contractor/TECRO interface.
- E. The contractor shall provide the TECRO Director at least twenty-four hours notice to locate and refer a qualified Indian applicant for any vacancy or new position. The contractor and subcontractors may recruit and hire workers from whatever sources are available and by

whatever process, provided that the contractor and/or subcontractors notify the TECRO Office of any job vacancies, positions or any negotiated positions.

- F. The contractor and all subcontractors will provide for maintenance of records and be prepared to furnish such periodic reports documenting compliance under this Special Provision as the State shall determine necessary. This includes submitting the following information on a weekly basis to the Tribal TECRO Office:
1. Weekly TECRO Employment Report which includes the following data (forms for this item available from the TECRO office):
 - a) Wage and Hour Reports
 - b) New Hires or terminations, and disciplinary action taken
 - c) Promotions
 2. The employer shall submit copies of official payrolls to the TECRO Office on a weekly basis.
- G. The contractor and subcontractors agree that all qualified Indian employees will be adequately trained for the position for which they are hired. All Indian employees will be evaluated and paid in accordance with current company policies, TECRO policies and contract provisions.
- H. Nothing in this Special Provision shall be construed to interfere with the contractor's ability to dismiss any employee for cause including, but not limited to, lack of adequate skills or training, inability to perform by virtue of state or federal law, or breach of the contractors standards of conduct.

OTHER PROVISIONS

This Special Provision supplements but does not replace the existing equal employment opportunity and disadvantaged business enterprise requirements, which may be contacted in this contract.

The Tribal TECRO office will maintain a Job Skills Bank, listing available Indians by job classification based on skill level as indicated on their TECRO application. The contractor and all subcontractors agree to utilize the Tribal TECRO office to locate qualified applicants.

The contractor is authorized to include in the bid an amount necessary to cover the two percent (2%) employment rights fee which is applicable to this project, based on the portion of the project which is located within the boundaries of the Rosebud Reservation and dependent Indian communities within the area set forth, Section 2 of the Act of March 2, 1889 (25 Stat. 888). It has been determined that [percent] percent (XX%) of the project is within those boundaries; therefore the contractor is authorized to include a TECRO fee amount based on XX% of the total contract dollar amount.

The Rosebud Sioux Tribe has an Indian Preference Subcontracting goal, which has been established at the same level as the Department's DBE goal for this project and is concurrent with the Department's DBE goal. The Tribe recognizes that FHWA policy does not permit the Department to extend Indian preference in subcontracting for this project and is satisfied that the Department and the Contractor will seek qualified and DBE-certified Indian firms for this project. The Contractor shall make every reasonable effort to inform certified Indian DBE firms

of the subtracting opportunities of the project and to solicit bids from such firms. Contact the Tribal TECRO office at 605-747-2322 or the Department Civil Rights office at 605-773-3540 for assistance.

In accordance with Rosebud Sioux Tribe Ordinance 86-03, "All covered employers, for all positions involving employment within the Rosebud Reservation, shall give preference to qualified Indians in the order of priority set forth in Sec. 202, in all hiring, promotion, training, layoffs, and all other aspects of employment. Such employers shall comply with all applicable rules, regulations, guidelines, and orders of the Tribal Employment & Contracting Rights Commission."

ENFORCEMENT

The contractor and all subcontractors are hereby made aware that this Special Provision is made part of the contract requirements, and that the Department of Transportation will monitor and enforce these provisions in a manner similar to other special provisions, as outlines in Division I, General Provisions of the Standard Specifications for Roads and Bridges, 2004 edition.

The TECRO Special Provisions shall apply to the entire project and not just the portion located within the boundaries of the Rosebud Reservation with the exception of the fees that are calculated based on the portion located within reservation boundaries and dependent Indian communities within the area set forth, Section 2 of the Act of March 2, 1889 (25 Stat. 888). **[This paragraph is deleted for Maintenance Projects such as chip sealing, crack sealing, striping, lighting, etc. unless the majority of the project or group of projects let together is within the reservation boundaries.]**

It is the intent of all parties that this Special Provision shall be implemented on a cooperative basis without regard to jurisdictional issues. Nothing herein shall prevent the Tribe, State or any contractor from instituting any litigation pertaining to any jurisdictional issue with regard to the employment rights code or any other matter.

Nothing in this agreement shall be construed as an admission or other concession on part of the Rosebud Sioux Tribe that it lacks jurisdiction or authority to impose any license, fee, tax, assessment, or make any other collection from a contractor, subcontractor, or person voluntarily entering upon the Rosebud Indian Reservation or any of its property wherever situated.

ROSEBUD SIOUX TRIBE
TRIBAL EMPLOYMENT AND CONTRACTING RIGHTS OFFICE
COMPLIANCE PLAN
STATE DEPARTMENT OF TRANSPORTATION PROJECTS

COMPANY

DATE

PROJECT

NOTE:

Any contractor/subcontractor not submitting an acceptable compliance plan may be denied the right to commence or continue business on the Rosebud Sioux Reservation

AGREEMENT BETWEEN
THE ROSEBUD SIOUX TRIBAL EMPLOYMENT AND CONTRACTING RIGHTS OFFICE
AND

This agreement is entered into on this date _____ between THE ROSEBUD SIOUX TRIBAL EMPLOYMENT AND CONTRACTING RIGHTS OFFICE (TECRO) and _____ (Employer) with respect to employment practices on the Rosebud Sioux Reservation on South Dakota Department of Transportation Project Number _____

1. EMPLOYMENT PRIORITY

The TECRO Director shall be given at least twenty-four hours notice to locate and refer a qualified Indian applicant for any vacancy or new position. An Employer may recruit and hire workers from whatever sources are available to him and by whatever process he so chooses, provided that he shall notify TECRO of any job vacancies, positions, or any negotiated positions. The Tribal TECRO office will use its Job Skills Bank to assist the Employer in meeting the stipulated hiring goal for this project.

TECRO will maintain a Job Skills Bank, listing available resident Indians by job classification based on skill level as indicated on their TECRO application to be used to fill job vacancies, new positions, or any other negotiated position under this agreement.

Employer agrees to consider to hire, either for a job vacancy or new positions all available local Indians and Indian applicants who meet pre-employment standards.

2. PRE-EMPLOYMENT STANDARDS

For the purpose of this agreement, pre-employment standards are those directly job related standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing entry job as well as jobs at a higher level which, with a reasonable amount of further training, are normally filled by progression from the entry job. This provision applies to those persons who at the time of application for employment are not fully qualified for the available job but have general potential of becoming qualified through a reasonable amount of training.

Employer will not use qualifications, criteria, or other personnel requirements as barriers to Indian employment except where such criteria are required by business necessity. Employers shall have the burden of showing that such criteria or requirements are required by business necessity.

3. TRAINING AND SALARY

The Employer agrees that all local Indians and Indian employees will be adequately trained for the position for which they are hired. All Indian employees will be evaluated and paid in accordance with current employer and company policy, TECRO policies and contract provisions.

4. DISCRIMINATION

There shall be no discrimination in wage rates, fringe benefits, hiring, or for other employment related activity on the basis of race, color, creed, age, sex, national origin or religion.

5. EMPLOYMENT GOALS

The Employer agrees that Indians will be given preference for at least seventy percent (70%) of the project work force provided that sufficient qualified Indian applicants are available. The phrase "work force" shall not include "core crew employees". The Employer agrees to consult with the Tribal TECRO officials to locate qualified applicants for those positions.

The Employer (Prime Contractor) agrees to require that subcontractors shall meet the Indian preference in employment requirements as specified in the proceeding paragraph.

Nothing in this agreement shall be construed to interfere with the Employer's ability to dismiss any employee for cause including, but not limited to, lack of adequate skills or training, inability to perform by virtue of state or federal law, or breach of the contractors standards of conduct.

Nothing in this agreement shall be construed as an admission or other concession on part of the Rosebud Sioux Tribe that it lacks jurisdiction or authority to impose any license, fee, tax, assessment, or make any other collection from a contractor, subcontractor, or person voluntarily entering upon the Rosebud Indian Reservation or any of its property wherever situated.

6. EMPLOYMENT RIGHTS FEE

The Employer (Prime Contractor) shall pay a TECRO fee of two percent (2%) of the total contract dollar amount in accord with the following (check one):

() It is hereby agreed that the fee shall be paid in _____ payments of equal amounts of \$ _____ over the life of this Agreement. The last payment will be due no later than _____ and shall be adjusted to reflect any increases or decreases in total contract amount due to change orders or other contract changes.

() It is hereby agreed that payments shall be made in amounts of two-percent (2%) of progress payments received from the State of South Dakota over the life of this Agreement. The last payment will be due no later than 10 days following final payment from the State of South Dakota and shall be adjusted to reflect any increases or decreases in total contract amount due to change orders or other contract changes.

This free shall be made payable by check to the Rosebud Sioux Tribal Employment and Contracting Rights Office, which will be deposited in specific account by the Rosebud Sioux Tribal Treasurer.

7. INSPECTIONS

The TECRO Director or designees shall have the right to inspect all sites where employment is taking place under the provisions of this agreement upon the Rosebud Sioux Reservation.

8. RECORDS

The Employer shall submit the following on a weekly basis to the TECRO Office:

- (A) Weekly TECRO Employment Report which includes the following data (forms for this item available from the TECRO office):
 - 1. Wage and Hour Reports
 - 2. New Hires or terminations, and disciplinary action taken
 - 3. Promotions
- (B) The employer shall submit copies of official payrolls to the TECRO Office on a weekly basis.

9. ASSISTANCE

If the Employer deems that an employee's performance is such that he or she is in danger of being suspended or terminated, the Employer shall contact TECRO for assistance in resolving the problem.

10. EMPLOYMENT POLICIES AND PROCEDURES

It is further understood that the Employer recognizes that all or a part of its operations are taking place within a unique cultural setting within the exterior boundaries of the Rosebud Sioux Reservation. Employers will consider and takes into account Tribal Holidays and other cultural customs so as to promote rather than hinder the employment of Native Americans on the project.

11. LAYOFFS

If a layoff is required, the Employer shall conduct a layoff consistent with its obligations under Section 5 of this agreement. Any layoffs must be justified by business considerations.

12. PRIME RESPONSIBLE FOR COMPLIANCE OF SUBCONTRACTORS

The Employer (Prime Contractor) will be held responsible and accountable for assuring that any subcontracts let under this contract have a signed compliance plan, and that the subcontractor shall meet the Indian employment preference requirements and shall follow all stipulations under this compliance plan.

13. JURISDICTION

It is agreed that this Compliance Plan shall be implement on a cooperative basis without regard to jurisdiction. Nothing herein shall prevent the Tribe, State or any contractor from instituting any litigation pertaining to any jurisdictional issue with regard to the employment rights code or any other matter.

Nothing in this agreement shall be construed as an admission or other concession on part of the Rosebud Sioux Tribe that it lacks jurisdiction or authority to impose any license, fee, tax, assessment, or make any other collection from a contractor, subcontractor, or person voluntarily entering upon the Rosebud Indian Reservation or any of its property wherever situated.

13. DURATION

This agreement shall be for the life of this specific project.

TECRO COMPLIANCE PLAN

Contract Amount \$ _____ TECRO Fee at 2% _____

Company _____

Project No. _____

Superintendent _____

Local Phone Number _____ Alt. Phone _____

Mailing Address _____
(Box or Street) (City) (State)

Local Mailing Address (if different from above) _____

Date Project Start _____ Date Project End _____

Core Crew Definition:

A member of the contractor's or subcontractor's crew who is a regular permanent employee and is in a supervisory or other key position such that the employer would risk likely financial damage or loss of that position were filled by a person who had not previously worked for that contractor or subcontractor. A regular, permanent employee is one who is and has been on the contractor's or subcontractor's payroll for at least one prior construction season, or is an owner of the firm, in contrast with a person who is hired on a project-by-project basis.

Core Crew and Classification:

Estimated Number of Other Workers by Job Classification:

Training Positions:

DATE

TECRO DIRECTOR, ROSEBUD SIOUX TRIBE

DATE

AUTHORIZED COMPANY OFFICIAL

TITLE

ADDRESS

ADDENDUM #1

**AGREEMENT ON INDIAN EMPLOYMENT AND CONTRACTING RELATED
REQUIREMENTS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE
ON THE ROSEBUD RESERVATION**

This addendum is to the Agreement on Indian Employment and Contracting Related Requirements for Highway Construction and Maintenance on the Rosebud Reservation and is between the South Dakota Department of Transportation (the "Department") and the Rosebud Sioux Tribe (the "Tribe").

Both the Department and the Tribe believe it is mutually beneficial to enter into this addendum for the purpose of defining "dependent Indian communities".

"Dependent Indian Communities" as it is used in the agreement and as it is defined by 18 U.S.C., Section 1151(b) is strictly the area within the community boundaries. TECRO would apply to highway construction and maintenance projects on highways within dependent Indian Communities and not apply to the highways leading to or from the dependent Indian communities outside the exterior Rosebud Reservation boundaries.

By signature below, the Rosebud Sioux Tribe and the State of South Dakota, Department of Transportation, agree to adhere to this addendum.

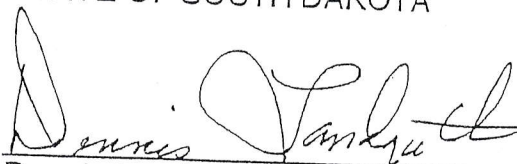
The Tribe and Department further agree this addendum shall be applicable to highway construction and maintenance projects within the exterior boundaries and dependent Indian communities within the area set forth, Section 2 of the Act of March 2, 1889 (25 Stat. 888) of the Rosebud Reservation for the period of February 1, 2004 to September 30, 2009.

ROSEBUD SIOUX TRIBE



Charles Colombe, President
Rosebud Sioux Tribe

STATE OF SOUTH DAKOTA



Dennis Landguth, Secretary
Department of Transportation

Date

2/19/04

Date

2-23-04

AMENDMENT NUMBER 1 TO
AGREEMENT ON INDIAN EMPLOYMENT AND CONTRACTING RELATED
REQUIREMENTS FOR HIGHWAY CONSTRUCTION AND MAINTENANCE
ON THE ROSEBUD RESERVATION

WHEREAS, on February 1, 2004, the State of South Dakota, acting by and through its Department of Transportation, hereinafter referred to as "Department," and the Rosebud Sioux Tribe, hereinafter referred to as "Tribe," entered into an agreement for the improvement of the state highway system that lies within the exterior boundaries of the Rosebud Reservation which agreement, hereinafter referred to as "Agreement," was signed by representatives of each party; and,

WHEREAS, Department and Tribe wish to amend the Agreement to extend the term of the Agreement;

NOW, THEREFORE, the Agreement shall be amended as follows:

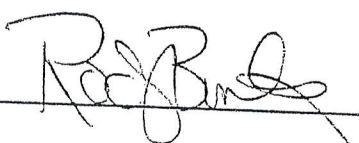
The last paragraph on Page 3 of Agreement shall be amended to read as follows:

The Tribe and Department further agree the above-referenced attachments and this Agreement shall be applicable to highway construction and maintenance projects within the exterior boundaries of the Rosebud Reservation for the period of February 1, 2004, to September 30, 2011.

Except as specifically modified by this Amendment, all the terms and conditions of the original Agreement referred to above shall remain in full force and effect.

In witness hereto, the parties signify their agreement by signatures affixed below.

Rosebud Sioux Tribe

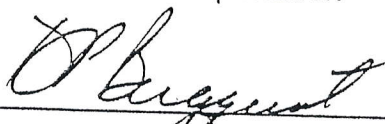
By: 

Name: Rodney Bordeaux

Its: President

Date: 2/18/09

State of South Dakota
Department of Transportation

By: 

Name: Darin P. Bergquist

Its: Secretary

Date: 5/14/09