

PERSONAL SERVICES CONTRACT (PSC)

**IN CONSIDERATION** of the mutual covenants hereinafter contained, the Quileute Tribe (hereinafter the TRIBE) and       (hereinafter the CONTRACTOR), mutually agree as follows:

# PARTIES’ ADDRESS AND TELEPHONE

|  |  |
| --- | --- |
| QUILEUTE TRIBE (TRIBE) |       (CONTRACTOR) |
| Mailing Address: | PO Box 279 | Mailing Address: |       |
| City/State/ZIP: | LaPush, WA 98350-0279 | City/State/ZIP: |       |
| Telephone: | (360)       | Telephone |       |
|  |  | EIN or SS# |       |

# PURPOSE OF CONTRACT AND DEFINITION

The purpose of this Contract is to provide unique personal services for the Quileute Tribe as identified in paragraph 3, below. The essence of this CONTRACT is CONTRACTOR’s unique expertise, qualifications to perform the services identified within the Scope of Work, and CONTRACTOR’s provision of goods and materials is secondary to those unique personal services. The term CONTRACTOR also includes any SUBCONTRACTOR employed by CONTRACTOR to perform any duties under this Contract. All SUBCONTRACTORS shall be fully bound by the terms and conditions of this Contract.

# SCOPE OF WORK

The CONTRACTOR will perform the following services:

(Preference is for definition of work/services to be written directly into this Contract; otherwise, a detailed scope of work or a description of deliverables may be attached as an addendum)

# TRIBAL CONTRACT REPRESENTATIVE

The Tribal Contract Representative for this Contract shall be      . CONTRACTOR will direct all communications concerning this Contract, including billings, to the Tribal Contract Representative.

# CONTRACT AMOUNT

The Contract Amount is       and      /100 DOLLARS ($     .     ), and shall not be exceeded except upon the prior written authorization of the TRIBE. Hourly rate is $\_\_\_\_\_\_\_\_\_\_\_\_\_.

# METHOD OF BILLING, PAYMENT

**A. Submission of Billing –** CONTRACTOR shall submit billings of fees and costs incurred under this Contract on a monthly basis to the Tribal Contract Representative, unless otherwise agreed in writing by the **TRIBE**. The Tribal Contract Representative must approve all billings for payment.

 **i. Allowed Costs and Expenses –**  *(detail type and price of costs, materials, goods, and expenses for which the Tribe will be billed under this CONTRACT)*. Noother costs and expenses shall be allowed unless agreed to in writing by the parties to this Contract. No expense will be reimbursed unless a receipt is provided.

**B. Method of Payment –** TRIBEshall payCONTRACTORby check within 30 days of approval for payment by the Tribal Contract Representative.

# EFFECTIVE DATE; CONTRACT TERM

The Effective Date of this Contract is the date this Contract is executed by the TRIBE. This Contract shall be in full force and effect from the Effective Date of       , 20      until      , 20     , unless terminated earlier.

# QUALIFICATIONS

By his/her signature hereto, CONTRACTOR certifies that s/he possesses the necessary training, expertise, and experience to perform the Scope of Work identified in paragraph 3 to the standard acceptable in CONTRACTOR’S industry or profession.

# FEDERAL REQUIREMENTS

**A.** Unless the Contract Amount is under $10,000, **CONTRACTOR** shall, subject to Quileute hiring preferences, comply with equal employment opportunity---Executive Order 11246, as amended by Executive Order 11375.

**B.** If the Contract Amount exceeds $2,000 for construction, or $2,500 total, CONTRACTOR, agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act.

**C.** If the Scope of Work in this Contract involves research, development, experimental, or demonstration work, additional provisions, which shall include a notice of grantor Agency requirements regarding reporting, patents, copyrights, and rights to data, shall be attached to this Contract as an appendix.

**D.** If the Contract Amount exceeds $100,000, CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under sections 306 and 508 or the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations, Corps of Engineers permitting requirements, and tribal environmental ordinances, permitting procedures and other applicable environmental regulatory requirements.

**E.** If the Contract Amount exceeds $25,000, the attached **FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION** statement must be signed for this Contract to be valid.

# INDEMNIFICATION

**A.** CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend and hold the TRIBE harmless from and against any and all claims, causes, actions, suits, or allegations (collectively "claims") by any third party, alleging any damage or injury, including but not limited to bodily injury (including death), personal injury, and/or property damage (including attorney fees and costs) arising out of, pertaining to, or in any way connected with CONTRACTOR'S performance of its obligations under this Contract, including but not limited to claims that allege the negligence of CONTRACTOR in combination with the negligence of any other party or person, including the TRIBE; provided, however, that claims arising from and based upon the sole and exclusive willful or intentional misconduct of the TRIBE are excluded from CONTRACTOR'S obligation under this provision.

**B.** CONTRACTOR, shall, at its sole expense, procure and maintain such insurance as identified in **APPENDIX A, INSURANCE REQUIREMENTS FOR CONTRACTORS**, attached, providing coverage to CONTRACTOR and its employees or agents engaged in the performance of this Contract.

# INDEPENDENT CONTRACTOR STATUS; NO FEDERAL WITHHOLDING

The TRIBE will not withhold federal withholding tax, social security, insurance premiums, or any other benefits or gratuities from payments made to CONTRACTOR.

# NO ASSIGNMENT OF CONTRACT

This Contract is intended to secure the unique personal services of the CONTRACTOR**.** Accordingly, CONTRACTOR agrees that he/she will not assign, transfer, convey, pledge, or encumber this Contract or his/her right, title, or interest therein, or his power to execute same, or any monies due or to grow due hereunder, without the prior written consent of the TRIBE**.**

# NO WAIVER OF SOVEREIGN IMMUNITY

By entering into this Contract the TRIBE does not waive its sovereign immunity from suit and nothing herein shall be construed as a waiver of any such immunity. If CONTRACTOR seeks to bring a claim arising under this Contract, CONTRACTOR shall follow all requirements of Quileute Sovereign Immunity Ordinance.

# MONITORING AND EVALUATION; RECORDS RETENTION; INSPECTION

CONTRACTOR shall make available its accounts and records for audit, monitoring, and evaluation by the TRIBE upon the TRIBE’S reasonable written notice to CONTRACTOR.

# GOVERNING LAW; QUILEUTE B&O TAXES; BUSINESS LICENSING REQUIREMENT

**A.** CONTRACTOR and TRIBE agree that this Contract has been executed and substantially performed within the exterior boundaries of the Quileute Reservation, and that entry into this Contract establishes a consensual relationship between CONTRACTOR and the TRIBE.

**B.** This Contract shall be governed by the laws of the TRIBE, and by federal law where tribal law does not exist both as to interpretation and performance.

**C.** **Quileute Business License Required.** CONTRACTOR shall obtain and maintain for the duration of this Contract a business license issued by the Quileute Tribe.

**D. Quileute Business & Occupation Tax Required.** All fees for services (not expenses, goods or materials) paid under this Contract shall be deemed to be “gross sales” within the meaning of the Quileute Tribe’s Business Licensing and Tax Ordinance and CONTRACTOR shall be liable for Quileute Business and Occupation (B&O) Tax in the amount of five percent (5%) of gross sales generated within the Quileute Reservation. By its signature below, CONTRACTOR agrees that it will transmit payment for B&O tax it owes under this paragraph to the Tribe at a minimum of every calendar quarter; furthermore, CONTRACTOR agrees that if it does not make such payment, the TRIBE will withhold five percent (5%) payment for each invoice submitted as payment of the applicable B&O tax.

**CONTRACTOR**: By my initials marked here, I acknowledge that I will pay to the Tribe B&O tax owed under paragraph 15.D. [ ]  every calendar quarter or [ ]  the TRIBE will withhold applicable B&O tax from each payment made under this Contract.

**TRIBAL CONTRACT REPRESENTATIVE**: By my initials marked here, I acknowledge that CONTRACTOR will pay to the Tribe B&O tax under paragraph 15 .D. [ ]  every calendar quarter or [ ]  the TRIBE will withhold applicable B&O tax from each payment made under this Contract .

# NO USE OF TRIBE’S NAME, MARKS, OR INSIGNIA

CONTRACTOR shall not use the TRIBE’S name or trademarks in any advertising, marketing or other promotional materials without the TRIBE’S express written consent before each specific use. Notwithstanding the foregoing, CONTRACTOR may list the TRIBE in a client list or personal resume.

# ENTIRE AGREEMENT, MODIFICATION, AND NOTICE

This Contract contains the entire agreement between the parties and may be modified only in writing signed by both parties hereto. Any such changes, including changes to the Scope of Work or in the Contract Amount shall be approved by either the Quileute Tribal Council or delegated to the General Manger to be valid. Any notices required to be given pursuant to this Contract shall be sent by U.S. Mail, return receipt requested, to the address of the parties stated in paragraph 1 hereto.

# TERMINATION

**A.** Upon 30 days’ written notice to the other party herein, either party may terminate this Contract without further obligation to perform hereunder, save for proper accounting of all funds and duties.

**B.** The TRIBE shall have the right to terminate this Contract with no notice if the TRIBE**,** in its sole discretion, determines that CONTRACTORor its performance of the Scope of Work violates the law of the TRIBE or of the United States or that it poses an immediate threat to the health, safety and welfare of the TRIBE.

# FACSIMILE SIGNATURE

The parties agree that signatures on an electronic facsimile of this document shall be considered legal and binding by all parties.

|  |  |
| --- | --- |
| **CONTRACTOR** | **QUILEUTE TRIBE** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name | By my signature below, I certify that all applicable tribal and federal laws and regulations, including personnel and procurement policies, have been followed in the solicitation and grant of this contract.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Funding Program Director |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Motion/Program/Grant Number |
|  | By my signature below, I certify that all applicable grant requirements have been followed in the solicitation and grant of this contract.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contract & Grants Office |
|  | By my signature below, I certify that all applicable tribal and federal laws and regulations, including personnel and procurement policies, have been followed in the solicitation and grant of this contract.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_General Manager Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tribal Chair Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Required only if contract amount is over $5,000.00 |
|  |  |
|  | Note: this Contract shall not be considered executed by the Tribe unless every signature required above is made |

**FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION**

1. Title 28 of the Code of Federal Regulations (CFS), Part 67, provides that executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and non-financial assistance and benefits. Debarment or suspension of a participant in a program by one agency has government wide effect. It is the policy of the Federal Government to conduct business only with responsible persons, and these guidelines will assist agencies in carrying out this policy.

2. Certification regarding Debarment, Suspension, Ineligibility and other responsibility matter – Primary Covered Transactions. Certifications must be completed and submitted by recipients of discretionary awards to the awarding agency’s program offices during the application stage. Block/formula recipients are exempt from submission of this certification but are responsible for monitoring sub recipient submissions of the lower tier certification and for maintaining them at the State level.

3. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. This requirement includes persons, corporations, etc., who have critical influence on or substantive control over the award. The direct recipient will be responsible for monitoring the submission and maintaining the official sub recipient certification.

I, the above-named **CONTRACTOR** herein or its duly authorized representative, do hereby certify that the **CONTRACTOR** named above is not presently Debarred, or Suspended, or Ineligible from doing business with programs and activities involving Federal financial and non-financial assistance and benefits of $25,000 or more.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix A

INSURANCE REQUIREMENTS FOR CONTRACTORS

[ ]  **WORKMEN’S COMPENSATION** – In the event that a contractor engages employees in the performance of this contract, CONTRACTOR must certify coverage of any paid employees and submit evidence of such coverage in amount acceptable to the TRIBE or be listed on the State of Washington, Department of Labor & Industries, list of self-insured employers at http://www.lni.wa.gov/ClaimsIns/Insurance/SelfInsure/EmpList/FindEmps.

[ ]  **PROFESSIONAL LIABILITY**-If CONTRACTOR is a licensed professional (such as a health care provider, attorney, accountant, etc.), s/he must provide proof of current professional licensing and professional liability insurance with limits acceptable to the TRIBE**.**

[ ]  **COMMERCIAL GENERAL LIABILITY-** CONTRACTOR must certify, and provide proof of coverage, that it has current commercial general liability insurance with a minimum bodily injury and property damage per occurrence limit of $500,000. The policy shall include Products/Completed Operations coverage with a minimum of $500,000. The policy shall contain the following provisions:
1. Blanket contractual liability coverage for liability assumed under this Contract, including but not limited to liability assumed under paragraph 10 and all contracts and subcontracts relative to this Contract.
2. Independent contractors coverage.
3. Thirty (30) day notice of cancellation in favor of the TRIBE.

[ ]  **AUTOMOBILE LIABILITY INSURANCE,** for all CONTRACTOR'S owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.