

Nisqually Indian Tribe

Contract for Professional Services

This contract, executed on the Nisqually Indian Reservation on the date indicated below between the NISQUALLY INDIAN TRIBE, hereinafter referred to as the “TRIBE,” and _____, hereinafter referred to as the “CONTRACTOR,” to secure the personal services of the CONTRACTOR to provide (cultural, personal, etc.) _____ services for the Nisqually _____ Department. By signing below, the parties have agreed to the following:

1. **CONTRACT REPRESENTATIVES.** The addresses and principal representatives of the parties are as follows:

TRIBE:

Tribal Administrator
Nisqually Indian Tribe
4820 She-Nah-Num Dr. SE
Olympia, WA 98513
360-456-5221

CONTRACTOR:

On behalf of the TRIBE, all communications for this contract shall be through: _____, Director (manager, supervisor) of the _____ program.

2. **TRIBE:** The TRIBE is a federally recognized Indian Tribe having a governing body and reserved sovereign powers over persons, property, and activities within the jurisdictional boundaries of the Nisqually Indian Reservation, located in the State of Washington. The governing representative body of the TRIBE, the Nisqually Tribal Council, enters into contracts with various funding entities to provide services to members of the TRIBE, hereby enters into this contract through its representatives to secure the personal services of the CONTRACTOR to satisfy requirements of those contracts.
3. **CONTRACTOR:** The TRIBE is contracting with the CONTRACTOR because of his/her special knowledge and skills in _____. Accordingly, this contract is not assignable by the CONTRACTOR. The CONTRACTOR is an independent contractor and is not an employee of the TRIBE.
4. **CONTRACTOR’S DUTIES AND RESPONSIBILITIES:** The CONTRACTOR shall provide the TRIBE with professional services in support of the tribe’s _____ program, # _____. These duties shall include _____ (*required – attach scope of work with timeline of deliverables.*) The CONTRACTOR will provide these services under the supervision of _____ Director, not to exceed \$00.00 without prior approval of the Tribal Administrator. No contract shall exceed \$150,000.00 without a resolution of the Tribal Council authorizing the amount.
5. **TERMS OF CONTRACT:** The contract start-up date shall be the date this contract is signed by both parties, and shall expire on December 31, 2026, unless

otherwise extended in writing at the option of the TRIBE. In-house routing and review are to be completed prior to contract signature. Contract work shall not begin until contract is signed.

6. **COMPENSATION:** The CONTRACTOR shall perform the above duties for an hourly rate of (spell out) _____ dollars (\$00.00) for work performed under this contract not to exceed _____ hours per week. Total compensation shall not exceed (spell out) _____ dollars (\$00.00.) Compensation shall not include travel time, mileage, or other travel related expenses. The CONTRACTOR shall submit either a monthly or bi-monthly billing to the TRIBE. As an independent contractor, the CONTRACTOR shall be solely responsible for payment of applicable federal and state taxes and workman's compensation insurance coverage. The Contractor shall also be responsible for his/her own medical insurance, dental insurance, retirement, and all other fringe benefits. If an independent contractor is paid at an hourly rate, the parties to this Contract recognize and agree that it is a matter of convenience, and that the contractor must complete the job within the time estimate the parties have agreed to.

7. **TERO TAX – TRIBAL PREFERENCE:** CONTRACTOR shall review and comply with all portions of Nisqually Tribal Code, Title 42 (Tribal Employment Rights Ordinance or "TERO") and shall comply with all rules, regulations, guidelines and orders of the Nisqually Tribal Employment Rights Commission. If applicable, Contractor will provide a list of jobs related to this Contract to the Nisqually Tribal Building Department upon signing this Contract. Contractor will ensure that subcontractors also comply with this provision.

In the course of performing the contracted work Contractor shall give preference to qualified Native Americans in all hiring, promotion, training, lay-offs, and all other aspects of employment. To the extent permitted by applicable federal law, preference shall be given in the following order: (i) To Nisqually tribal members; (ii) To spouses and descendants of Nisqually tribal members; (iii) To other Native Americans living on or near the Nisqually Indian Reservation. NTC § 42.03.1

Preference in contracting and subcontracting shall be given first to enterprises owned and controlled by the Nisqually Tribe or by Nisqually Tribal members. If no Nisqually government or tribal member business is qualified, then preference shall be given to other Native American owned businesses located on or near the Nisqually Reservation. NTC § 42.03.3.

A TERO tax to raise revenue for Tribal operations and the operation of the TERO Commission is imposed as follows: (a) Every covered employer or entity with a contract or subcontract shall pay a one time tax of 1.75% of the total project/contract costs, i.e., equipment, labor, materials and operations and any increase of the contract/project or subcontract amount. NTC § 42.13.01.

8. **PAYMENT:** The CONTRACTOR shall submit dated, itemized invoices to the Nisqually Accounts Payable for work performed under this contract (ap@nisqually-nsn.gov .) Upon Financial Services' receipt of approval from the Program Director, invoice payment shall be provided within fourteen (14) days.

9. **ASSIGNMENT OF CONTRACT:** The CONTRACTOR will not assign, transfer, convey, pledge, or encumber this contract or the right, title or interest, or their power to execute same; or any monies due hereunder, without the consent in writing of the TRIBE, this agreement being intended to secure the personal/professional services of the CONTRACTOR.
10. **TERMINATION:** Either party may terminate this contract immediately for cause with written notice to the other party. Either party may terminate this contract without cause within thirty (30) days of notice to the other party. Notice shall be in writing and shall not be effective until received by the other party, either through regular mail or by hand delivery. The TRIBE may terminate this contract with written notice to the CONTRACTOR immediately upon the TRIBE's receipt of notice that funds are not available through its funding sources to pay the CONTRACTOR for his/her services under this contract. Termination under this clause shall relieve the CONTRACTOR from his/her outstanding duties to perform and the TRIBE from its outstanding duty to pay for services not performed.
11. **GOVERNING LAWS:** The laws of the Nisqually Indian Tribe govern this contract. Venue for any cause of action to enforce the terms of this contract shall be by the Nisqually Tribal Court. Nothing in this contract shall be construed as a waiver of the Tribe's sovereign immunity from suit.
12. **CONDUCT:** CONTRACTOR, subordinates and subcontractors are to honor the TRIBE's work standard. Professional behavior is expected at all times. Harassment of any kind shall not be tolerated. This includes, but is not limited, to sexual misconduct, bullying, physical or verbal abuse of Nisqually employees and/or guests. Failure to comply may result in immediate termination of this contract or may restrict individual offenders from entering the Nisqually campus.
13. **BACKGROUND CHECK:** Any CONTRACTOR working with children, vulnerable adults and/or elders is required to successfully pass a background check which will include fingerprinting. This agreement is subject to background check ___ Yes, ___ No.
14. **CONFIDENTIALITY:** The CONTRACTOR will abide by all Federal, State and Tribal requirements regarding confidentiality of client information. The CONTRACTOR further agrees to keep strictly confidential any personal information given to him/her in fulfilling the duties of this contract.
15. **FILES, RECORDS AND DOCUMENTATION:** Any file, record, statistics or other information generated by the CONTRACTOR or to which the CONTRACTOR gains access is the sole property of the TRIBE and may not be used in any reports, publications or other documents public or private. It is the express intent of the parties that all Work Product or deliverables created by CONTRACTOR hereunder shall be work made for hire as defined in United States copyright law, 17 U.S.C. § 101 et. seq. and the Nisqually Tribe shall be the sole owner of all copyrights, patents, inventions, discoveries and trade secrets in the same, including the right to change, edit, and distribute same throughout the world. To the extent that any Materials may not be deemed works made for hire,

CONTRACTOR hereby irrevocably assigns to the Nisqually Tribe all its rights, title and interest therein.

16. **MODIFICATIONS:** No subsequent modifications or amendments of this agreement shall be in force or effect unless signed in writing by the authorized representative of the TRIBE and the CONTRACTOR made part of this agreement.
17. **ENTIRE CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties. No Contract or understanding, verbal or otherwise, of the parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in this Contract or subsequent written amendments.
18. **TITLE AND HEADINGS:** All titles and paragraph headings utilized within this Contract are for the convenience of the parties only. The headings have no independent meaning separate from the paragraph to which they refer.
19. **SEVERABILITY:** If any term or provision of this Contract is held invalid, the remaining provisions shall not be affected and shall remain in full force and effect.
20. **DEBARMENT:** If contract amount is \$25,000 or over, the contractor shall submit completed debarment certification informing the Tribe that the contractor is not suspended or debarred from bidding on federal contracts and that there are no pending proposals or complaints against the contractor. *Applies to this contract* ____ *Yes*, ____ *No*. *If required, verified report attached* ____ *Yes* ____ *No*.
21. **DAVIS/BACON:** If contract amount is \$2,000 or over, and the contract is federally funded, the contractor shall submit completed Davis/Bacon certification informing the Tribe that the contractor's employees receive prevailing wages and provide certified payrolls. *Applies to this contract* ____ *Yes*, ____ *No*
22. **THPO:** Thirty day (30) notice must be given to the Tribal Historic Preservation Officer, prior to any ground disturbance or tree removal, for review and determination of what level of survey is needed to better protect the cultural, historical and archaeological resources of the TRIBE. A THPO representative shall be present at all dig sites, regardless of size or depth of dig, in order to prevent any damage to known or potential cultural resource sites. *Applies to this contract* ____ *Yes*, ____ *No*

Completed Conflict of Interest Disclosure form provided on _____.

Completed W9 required. Provided with contract on (date) _____ and received by (initial) _____ in Financial Services OR on file _____.

By: _____
Nisqually Indian Tribe
Tribal Administrator

By: _____
Contractor

- ___ CA – Lorilee Morsette
- ___ TA – Natosha Rosado
- ___ TA – Julius (Joe) Kautz

Date: _____

Date: _____

SCOPE OF WORK

DIRECTIONS - List detail or include contractor's proposal HERE