

Coquille Indian Tribe
CONTRACT FOR SERVICES

ACCOUNTING USE ONLY

P.O. # _____

Tracking # _____

Contractor's Name: _____
As it appears on W-9

This Agreement between the Coquille Indian Tribe ("the Tribe") of 3050 Tremont Street, North Bend, OR 97459 and _____ ("Contractor") of _____ is for Contractor to provide the services to the Tribe as more fully described below.

1. Purpose.

The purpose of this Agreement is for the Tribe to hire Contractor to _____.

2. Term.

This Agreement will become effective on the date of the last signature and shall expire on _____, unless both parties sign a document extending this contract term.

3. Scope of Work and Deliverables.

[Please use paragraphs A and B, below, whenever attaching a detailed scope of work and/or budget to this agreement. Alternatively, you may write the scope of work here and delete paragraphs A and B. Feel free to ask the Tribal Legal or Financial Management Departments if any or all of the following paragraphs apply to this Agreement. *Please delete- info only.*]

- A. Attached as Exhibit A and incorporated into this Agreement, is a Scope of Work detailing Contractor's work obligations and required deliverables. The Tribe's receipt of these deliverables is a condition precedent to Contractor's compensation.

- B. Attached as Exhibit B and incorporated into this Agreement, is a Project Budget detailing the types and amounts of allowable costs authorized under this Agreement.

4. Fees & Compensation.

Subject to the provisions of this Agreement and the availability of Tribal appropriations, Contractor shall be paid an amount not to exceed \$_____ for all fees and out of pocket expenses. Contractor must submit invoices before the Tribe will authorize payment. If progress payments are authorized, Contractor may submit invoices no more frequently than monthly. The Tribe will only consider invoices including the valid Tribal purchase order number(s) assigned to this Agreement. Invoices must describe the services provided, including the dates of service, and other detail as required by the Tribe. The Tribe will pay Contractor's invoice within thirty (30) days after the Tribe authorizes Contractor's invoiced charges. Before issuing payments under this agreement, the Tribe may require Contractor to provide a completed and signed IRS Form W-9. The Tribe will not make advance payments under this Agreement.

5. Tribal Contact.

For all purposes under this Agreement, the Tribal Contact Person is _____;
Tel: (541) 756-0904; Fax: (541) 756-0847; Email: _____. Contractor must direct any question or concerns regarding any aspect of this Agreement to this Contact Person or his/her delegate.

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6. Indemnification.

Contractor will defend and indemnify the Tribe, its members, directors, officers, employees, representatives and agents and hold each of them harmless from, against, and in respect of any and all actions, causes of action, claims, costs, damages, demands, expenses, liabilities, and losses (including legal and accounting fees and other expenses incurred in connection with any of the foregoing) resulting from, in connection with, or arising out of any one or more of the following: (a) any breach of any agreement, covenant, representation, or warranty of Contractor made in connection with this Agreement or in any agreement, instrument, or other document delivered pursuant to or in connection with this Agreement, or any violation of applicable funding conditions or regulations; and (b) any liability of the Tribe or any of its officers, directors, members, employees, representatives or agents arising from this Agreement and/or Contractor's services provided under this Agreement other than as a result of Tribe's sole negligence.

7. Assignment.

Contractor shall not assign this Agreement, in whole or in part without the advance written consent of the Tribe.

8. Limitations.

Contractor agrees to comply with applicable laws, regulations, procedures, and other requirements established by the funding agencies or the Tribe for work or use of funds under this Agreement. Contractor agrees to limit and not advise, recommend, or perform work beyond Contractor's expertise or the approved Scope of Work of this Agreement.

9. Sovereign Immunity.

Nothing in this Agreement waives the sovereign immunity of the Coquille Indian Tribe. Contractor does not have the ability or authority to waive the Tribe's sovereign immunity or consent to be sued on behalf of the Tribe.

10. Amendments.

This Agreement may be amended, modified, or changed only by mutual consent and approval, in writing, by both parties.

11. Independent Contractor.

Contractor stipulates that he/she is an independent contractor and not an employee of the Tribe; and therefore is responsible for all licenses, fees, worker compensation insurance premiums, unemployment insurance premium, permits, or taxes required as a condition for operating as a business. The Tribe will not withhold any money from Contractor's pay for taxes, FICA, FUTA, or for any other purpose. Contractor's work may be done on and/or off-site to accomplish the Scope of Work of this Agreement.

12. Termination.

Either party may terminate this Agreement at any time for any reason by sending written notice via certified or registered mail to the opposite party at the address written above. Unless a termination notice states otherwise, termination shall take effect seven days after the date of receipt of the termination notice as indicated on the registered mail receipt.

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13. Records Access.

Contractor agrees to provide access to books, documents, papers and records of the Contractor which are directly pertinent to the Contractor's work under this Agreement for the purpose of making audit examination, excerpts, and transcripts to the applicable Federal agencies, the Controller General of the United States, and any of their duly authorized representatives, or Coquille Indian Tribe representatives, for a time period of not less than three years from the termination and/or completion of this Agreement.

14. Coquille Tribal Jurisdiction.

Generally, and for the purposes of enforcement of rights under this Agreement, Contractor consents to the jurisdiction of the Coquille Indian Tribe, Coquille Tribal Council, and the Coquille Tribal Court.

15. Dispute Resolution.

Whenever possible, the parties shall attempt to amicably resolve disputes under this Agreement. Subject to paragraph 9 of this Agreement and its jurisdictional bar to court action between the parties, the Coquille Tribal Court shall exclusively hear all disputes arising out of or relating to this Agreement.

16. Confidentiality.

Any reports, information or data given to or prepared or assembled by the Contractor under this Agreement which the Coquille Indian Tribe requests to be confidential shall not be made available to any individual or organization without the prior written approval of the Coquille Indian Tribe's Contact identified in paragraph 5.

17. Use of Work Product.

The Coquille Indian Tribe shall own all intellectual property rights in all reports, data, plans, images, recordings, or other materials or items prepared by the Contractor.

18. Integration.

This Agreement, including all attached exhibits, contains the entire Agreement between the parties as to the above described subject matter. This Agreement supersedes all prior agreements between the parties pertaining to the subject matter.

19. Remedies Cumulative.

The rights and remedies of the Coquille Indian Tribe and the Contractor provided in this Agreement are cumulative to any other rights and remedies available under applicable law.

20. Time is of the Essence.

Time is of the essence in Contractor's performance of services under this Agreement.

21. Invalidity of Provisions.

In the event any provision of this Agreement is declared invalid or is unenforceable by a court exercising proper subject matter jurisdiction, such provision shall become void and shall not invalidate any other provision contained in this Agreement.

22. Applicable Law; Required Background Investigations.

The laws of the Coquille Indian Tribe shall govern, in all respects, the interpretation of this Agreement. While carrying out this Agreement, Contractor agrees to comply with all requirements under Coquille Tribal Law. Contractor agrees that all of Contractor's employees will submit to criminal background investigations, and if necessary, adjudications, to determine whether they satisfy the Tribe's Minimum Standards of Character.

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BACKGROUND CHECK QUALIFICATIONS:

Tribal Human Resources Director (or designee) shall determine whether a background check is required and initial below:

Background is required _____ Background is not required _____
 Background is on file _____

A background check is required for employees, contractors, temporary hires, and all other types of personnel, when their written or unwritten duties involve: (1) Personal interaction with children at least once per week; (2) The authority to direct, supervise, mentor, care for, detain, or control children, in any manner, or (3) Serving within the chain of command over a person described in (1) or (2), above.

23. Insurance.

Contractor must carry insurance policies offering the following minimum coverage levels, if checked as required by the Tribal Legal Department. Contractor must provide a current and valid certificate of insurance demonstrating all required coverage levels before working under this Agreement. The Tribe shall have no obligation to pay Contractor until Contractor has fully complied with this Paragraph.

<u>Not Required</u>	<u>Required</u>	<u>Type</u>	<u>Minimum Coverage Levels</u>
<input type="checkbox"/>	<input type="checkbox"/>	General Liability*	\$1,000,000 Each Occurrence \$2,000,000 Policy Aggregate \$5,000 Premise Medical
		*All covering operations, completed operations, contract disputes and personal injuries.	
<input type="checkbox"/>	<input type="checkbox"/>	Automobile	\$1,000,000 Combined Single Limit
<input type="checkbox"/>	<input type="checkbox"/>	Errors & Omissions	\$2,000,000 Policy Aggregate

Approvals:

 By: Executive Director, Coquille Indian Tribe (or designee)

Date _____

 By: [TYPE CONTRACTOR'S NAME HERE]

Date _____