

**Agreement for Contractual Services**

**BETWEEN THE  
YAKAMA NATION  
AND**

THIS AGREEMENT is entered into on the date shown below between (Contractor) and the **Yakama Nation**.

STANDARD TERMS AND CONDITIONS

1. Term:

The period of this agreement shall be from:

2. Performance:

The Contractor agrees to perform the services contemplated by this agreement, which are set forth below in the attached Exhibit "A" Work Description. The Yakama Nation agrees to compensate the Contractor for services provided in the amounts and under the terms and conditions set forth below.

3. Compensation:

The total amount of this contract shall not exceed \$ which includes compensation for services, mileage, travel, and payment or reimbursement for direct actual costs and expenses, as further broken down below and set forth in detail in the attached budget, Exhibit "B".

A. The rate of compensation for Contractor's services shall be as shown in the attached Exhibit "B".

B. The maximum allowable amount of compensation for Contractor's services shall be

- C. The maximum amount of reimbursement (if any) for other direct costs and expenses incurred by Contractor in connection with this contract shall be N/A . The Contractor will not be reimbursed for such costs and expenses unless they were incurred with the prior written approval of the Yakama Nation or its designated representative.
- D. The Contractor shall bill the Yakama Nation on monthly basis. For disbursements made pursuant to this agreement, the Contractor shall submit an invoice(s) and its supporting documentation, including a brief summary of the Contractor's daily activities associated with the tasks identified in Exhibit "A" Work Description, to the Yakama Nation. Unless the parties agree to different terms, such invoice (s) shall be submitted within fifteen (15) working days after the end of the month in which the services were provided and the expenses incurred. The billing cycle will approximately represent the calendar month in which work was performed. Subject to approval of the Yakama Nation, billing cycles may overlap into adjacent months. Upon the Yakama Nation's request, the Contractor will provide oral reports and presentations to the Yakama Tribal Council. Payment will be made within 30 days of invoice submission.

4. Auditable Records:

Contractor shall maintain auditable records during the period of this agreement and for a period of three (3) years following expiration or termination of the agreement. The Yakama Nation, the United States, or their authorized governmental representative shall have access to books or records of the contractor relating to the subject matter of this agreement for audit purposes.

5. Financial Management for Accounting and Audits

Any and all of contractor's records shall be subject to audit and shall be maintained to comply with the Single Audit Act of 1984, P.L. 98-502 (31 United States Code sec. 7501. et seq.) and Office of Management and Budget (OMB) Circular A-128, "Audits of State and Local Governments"

Contractor shall adhere to a systematic accounting method which assures timely and appropriate resolution of audit findings and recommendations. Contractor shall comply with: (a) OMB Circular A-122, Cost Principles for Nonprofit Organizations; (b) OMB Circular A-7 Cost Principles for State and Local Governments; and (c) 48 CFR Parts 31.2 and 931.2 Contracts with Commercial Organizations.

6. Property:

Contractor shall retain no interest in information, data, proposals, papers, copyrights, patents, or any other material or property developed, discovered, invented, and/or accumulated by Contractor in connection with the performance of this agreement. Contractor shall deliver any materials so generated under this agreement upon request or upon the expiration or termination of this agreement.

The dissemination or publication of documents, information, material or other property developed by contractor to any person or entity not a party to this agreement shall require written approval of the Yakama Nation.

7. Access to Governmental Assistance:

Subject to applicable law, the Yakama Nation will provide contractor access to its personnel, facilities, and records necessary to the performance of this agreement.

8. Independent Contractor

Contractor shall be considered an independent contractor and shall not receive benefits to which employees of the Yakama Nation are entitled. Unless expressly agreed otherwise, the Yakama Nation shall not be liable for the payment of any taxes, permits, licenses or other expenses incurred by contractor under this agreement.

9. Subcontracting

Contractor shall be permitted to subcontract the services contemplated by this agreement. Where such subcontracting is authorized, contractor shall utilize Indian Preference in the selection of subcontractors.

10. Assignability

This contract is not assignable.

11. Indemnification

Contractor shall hold harmless, defend and indemnify the Yakama Nation and its officers and employees against any and all losses, costs, damages, expenses or other liabilities whatsoever, arising out of or connected with,

directly or indirectly, contractor's performance of its duties under this agreement, including, but not limited to, accidents or injuries to persons or property.

## 12. Termination

Upon termination, the liability of the parties for further performance of this agreement shall cease, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination.

The Yakama Nation may terminate this agreement, without cause, upon 30 days written notice or may terminate this agreement at any time in event of a breach or violation if any of the terms and provisions of this agreement.

Upon breach, violation or termination of this agreement, the Yakama Nation shall be entitled to enforce its rights under this agreement and recover costs and reasonable attorney's fees. The foregoing shall not in any way limit or restrict any right or remedy at law or equity which would otherwise be available to the Yakama Nation, including, but not limited to, the right to contract with other qualified persons or entities to complete their performance of services identified in or contemplated by this agreement. Termination or expiration of this agreement shall not relieve any party of the obligations of paragraphs 4, 5, 6 and 7 above.

## 13. Force Majeure

This agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, fire regulations, the actions of any government, and other circumstances beyond the control of the parties. If this contract cannot be performed as the result of force majeure, the agreement shall be void, without penalty to any party of its obligations set forth in paragraph 2, 3, 4, 6 and 9 above.

This contract is contingent upon the availability of funds by the Yakama Nation.

## 14. Notice

Notice to the Contractor shall consist of a letter, delivered postage prepaid, addressed to:

Notice to the Yakama Nation shall consist of a letter, delivered postage prepaid, addressed to:

Chairman  
Yakama Tribal Council  
P.O. Box 151  
Toppenish, WA 98948

15. Supervision of Contract/Designated Representative

The Contractor shall act under the supervision of the following designated representative(s) of the Yakama Nation in performing services under this agreement:

Melvin R. Sampson, YKFP Project Manager

16. Compliance Provisions

Contractor shall not discriminate in the performance of this agreement against any person because of handicap, race, age, religion or gender. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their handicap, race, age, religion or gender.

Notwithstanding the above paragraph, contractor shall give preference in employment including authorized subcontracts to qualified Indians, regardless of their handicap, age, religion or gender. Contractor shall comply with the Yakama Nation Tribal Employment Rights Ordinance (TERO) and, to the extent feasible and consistent with the efficient performance of this agreement, shall provide employment and training opportunities to Indians that are not fully qualified to perform under this agreement. Further, contractor may be required to submit a TERO compliance plan.

17. Applicable Law

Contractor shall comply with the laws of the Yakama Nation and all applicable federal laws and regulations.

18. Theft, Embezzlement or Fraud

By federal law, any officer, agent, employee or other person connected in any capacity with this agreement or any authorized subcontract thereunder who embezzles, willfully misapplies, steals or obtains by fraud any of the money, funds, assets or property provided through this agreement shall be subject to fines and/or imprisonment as provided in 18 U.S. C. 1153.

19. Entire Agreement

This agreement incorporates all agreements, covenants and understandings between the parties. No agreement or understanding, verbal or otherwise, shall be valid or enforceable unless contained in this agreement.

20. Dispute Resolution

In the event a dispute arises relating to performance or interpretation of this agreement, the aggrieved party shall submit the matter in writing to the Chairman of the Yakama Tribal Council within ten days. A copy shall be served upon the other party. The Chairman shall convene a meeting of the parties, which shall be held in Toppenish, Washington, to resolve the matter. The decision of the Chairman shall be final and binding upon both parties.

21. Sovereign Immunity

The Yakama Nation, by entering into this agreement, does not waive its sovereign immunity from suit. This agreement shall be governed by the laws of the Yakama Nation and shall become effective on the first day written above.

22. Additional Services

Except as otherwise provided in this contract, no payment for additional services shall be made unless such services and the price therefore have been requested and authorized in advance by the Yakama Nation.

23. Modification

This contract may not be modified except in writing signed by both parties.

24. In addition to the foregoing, the following special requirements are agreed to and shall apply to this contract:

Contractor shall meet all applicable requirements set forth in the contract documents from DOE/BPA for the Yakima Management, Data, And Habitat Project Number 1988-120-25. This contract is subject to the provision of federal funding and work pursuant to this agreement shall not commence until such funding has been obtained by the Yakama Nation. Failure to obtain such funding within the contract term shall void this contract and contractor shall have no cause of action to enforce the terms of this agreement.

Yakama Nation

by \_\_\_\_\_  
Ralph Sampson Jr. Chairman  
Yakama Tribal Council

by \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date