

Smith River Rancheria, 140 Rowdy Creek Road, Smith River, CA 95567 (707) 487-9255			
Contract Number	CT-XXXX-XXXX		
Contract Amount	\$0000000		
Vendor	CONTRACTOR		
Project	TITLE		
Purpose	DESCRIPTION		
Timeline	Start Date		End Date
Department(s)	Department		
Fund	XXX		
Program	XXXX		
Activity	XXXX		
TERO Fee	Yes		

PROFESSIONAL SERVICES CONTRACT

CT-XXXX-XXXX

This contract is made between the Smith River Rancheria (SRR), 140 Rowdy Creek Road, Smith River, California 95567, hereinafter referred to as "Tribe", and **CONTRACTOR NAME AND ADDRESS** hereinafter referred to as "Contractor".

The Tribe and the Contractor agree as follows:

I. Purpose of Contract:

The purpose of this agreement is to establish conditions whereby SRR will be provided certain services by:

Contractor: **CONTRACTOR NAME AND ADDRESS**
Employer ID#: _____

II. Specific Tasks/Projects:

Contractor agrees to perform the following tasks and projects (hereinafter referred to as "Work") within the time limits established in this contract. The Contractor shall supply all necessary labor, materials, and equipment unless otherwise agreed in writing. Specific task and projects to be completed by the Contractor are as follows:

Project Location: **Smith River Rancheria
140 Rowdy Creek Road
Smith River, CA. 95567**

Project Activities: **(Ok to attach a work scope as Attachment "A")**

Contractor shall render such services conscientiously and shall devote his best efforts and abilities thereto, at such times during the term hereof, and in such manner as SRR and Contractor shall mutually agree, it being acknowledged that Contractor's services shall be non-exclusive and performed at such places and at such times as are reasonably convenient to Contractor. Contractor shall observe all policies and directives promulgated from time to time by SRR, its Tribal Council and its Officers.

Any alteration or deviation from the above specifications involving extra cost or material or labor will only be executed upon written orders for the same, and will become an extra charge over the sum mentioned in this contract. All arrangements must be made in writing and approved by the parties to this contract pursuant to Paragraph IX of this contract.

III. Contract Price and Limits on Payment:

It is understood and agreed between the parties that the Contractor shall be paid a total of _____ Dollars US (\$ _____) for the work to be performed under this Agreement and Contractor shall not have any right to make a claim against SRR for any

Initial

Date

amount in excess of the contract price set out in the Agreement unless such additional price has been agreed to between the parties pursuant to Paragraph IX of this Agreement.

IV. Compensation and Method of Payment:

SRR agrees to compensate the Contractor in a total amount not to exceed the maximum sum of _____ Dollars US with a 2.5% TERO Fee (Not To Exceed \$_____) withheld proportionality from each payment made to Contractor, inclusive of all costs and expenses, to be paid in progress payments as follows:

An initial payment of \$_____ shall be paid upon execution of this Agreement.
The balance of \$_____ shall be paid upon completion and acceptance by SRR.

OR

Payments shall be made on an invoiced basis and shall be paid upon completion and acceptance by SRR of the deliverables identified in Attachment "A".

All such compensation shall be payable without deduction, including no deduction for federal income, social security, or state income taxes. Contractor shall be solely liable for payment of any taxes and/or fees which may be applicable under the terms and conditions of this Agreement.

V. Effect of Final Payment:

Final payment or release of the retainage pursuant to Paragraph III shall not relieve the Contractor from liability for defective Work, or limit SRR's rights to have the Work properly performed by the Contractor, or limit SRR's right to require the Contractor to correct any defective Work. The parties agree that all rights that are otherwise available shall be preserved notwithstanding final payment.

VI. Time:

It is agreed between the parties that time is of the essence in the completion of the Work pursuant to this contract. The Contractor agrees to commence Work no later than _____, 20__, and unless prevented by the unreasonable action of SRR or modification pursuant to Paragraph IX of this agreement, shall complete the Work by _____, 20__.

VII. Independent Contract:

It is agreed between the parties that the Contractor is an Independent Contractor and is not an employee of SRR nor is the Contractor or his/her employees or agents eligible to receive any of the rights or benefits otherwise available to Tribal employees. It is agreed the Contractor shall be free from the direction and control of SRR over the means and manner of performing work under this contract, subject only to the right of SRR to specify the desired results. It is agreed that the Contractor shall be solely responsible for the payment of all taxes, fees and salaries to any employee(s) that are required by law or agreement. It is further agreed that SRR shall have no duty with respect to the Contractor other than to provide the contract price set out in

Paragraph III of this agreement unless such additional duties are expressly set up in this contract.

VIII. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SRR and its guests, agents, and employees from and against claims, damages, losses and expenses, including but not limited to attorneys fees arising out of or resulting from the performance of the Contractor's Work pursuant to the contract provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly employed by the Contractor or anyone for whom the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

IX. Contract Modifications:

The contractor shall not perform any additional or different work other than that specifically set out in this contract, unless this contract has been modified in writing prior to the commencement of the additional Work. The Contractor agrees that there shall be no duty on behalf of the Tribe to pay to the Contractor under any circumstances whatsoever any additional amount of money other than that set out in Paragraph III of this contract, unless such modification of the contract price is agreed to in writing as provided in this paragraph. This agreement shall not be modified except as provided in this paragraph: (a) If the contract modification will not result in an increase in the contract price the contract modification shall be approved in writing by the Smith River Rancheria Tribal Chairperson or his/her designee; (b) If the contract price is changed, the proposed contract modification shall be referred to the Smith River Rancheria Tribal Council for action. The Tribal Council shall either approve or disapprove the contract modification. It is agreed between the parties that SRR shall not be liable for any additional amount of money unless the Tribal Council, pursuant to this paragraph, approves in writing the contract modification for the payment of an additional contract price.

X. Subcontracting:

The parties agree that all of the tasks and projects to be performed pursuant to this agreement shall be performed by the Contractor and its subcontractors or other third parties. The Tribe may attach any reasonable condition or limitation to the employment of a subcontractor. SRR and Contractor agree that all or part of the Scope of Work that is contracted out to subcontractors will be the sole responsibility of Contractor and will be paid by Contractor.

XI. Project Manager:

The Project Manager shall be the Tribal Administrator. The work performed under this Agreement shall be under the direct supervision of the Project Manager, or his/her designated Tribal official.

XII. Termination:

SRR may terminate the agreement without penalty or costs if the funds received or otherwise provided become unavailable. If this agreement is terminated pursuant to this paragraph SRR shall send to the Contractor a written notice of such termination. SRR shall be liable to the Contractor for all Work completed prior to the date that the notice of termination is delivered. SRR may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if: (1) the Contractor fails to provide services satisfactory to SRR, within the time specified herein, or (2) if, for any reason the timely completion of such Work is rendered improbable, impossible, not feasible or illegal.

XIII. Attorneys Fees:

In the event that enforcement of any provisions of this contract, or any right or duty created hereunder requires the initiating of litigation, the prevailing party shall collect reasonable attorney's fees.

XIV. Tribal Court Jurisdiction:

Any controversy or claim arising out of or relating to the compensation to be paid by SRR or the Contractor for the services rendered pursuant to the terms of this Agreement shall be resolved through the SRR Tribal Court. By entering into this Agreement, Contractor expressly consents to the jurisdiction of the SRR Tribal Court, in the resolution of any disputes related to this Agreement.

XV. Defenses:

It is agreed between the parties that all rights, remedies and defenses which would otherwise be available to any of the parties to this agreement in law or equity shall be preserved, and shall not be affected by the agreement unless expressly modified or abrogated pursuant thereto.

XVI. Disclosure of Information:

Contractor shall not disclose or appropriate to his/her own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any proprietary or confidential information of SRR or any of SRR's affiliates or subsidiaries of which Contractor has been or hereafter becomes informed, whether or not developed by Contractor, including, but not limited to, information pertaining to customer lists, services, methods, processes, prices, profits, contract terms or operating procedures, except as required in connection with Contractor's performance of this Agreement, or as required by a governmental authority. SRR shall have the right to obtain injunctive relief, without bond, for violation of the terms of this paragraph, and the terms of this paragraph shall survive the term of the Agreement. Contractor agrees that all documents or the work product generated on behalf of SRR in connection with this Agreement is the property of SRR.

XVII. TERO & Indian Self Determination and Education Assistance Act

The work to be performed under this Contract is on a project subject to the Smith River Rancheria Tribal Employment Rights Ordinance (TERO) and section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C.A. 450e(b)) (“Indian Act”). Section 7(b) requires that to the greatest extent feasible:

- (a) Preferences and opportunities for training and employment shall be given to Indians; and
- (b) Preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned economic enterprises.

The parties to this Contract shall comply with the provision of section 7(b) of the Indian Act. In connection with this Contract, Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned economic enterprises, and preferences and opportunities for training and employment to Indians.

XVIII. Cost Assignment:

Activities completed under the contract will be charged to:

Fund: _____. Activity: _____, Program: _____.

XIX. Conflict of Interest:

If Contractor becomes aware of any business activity that might reasonably be considered of interest to SRR, or may have the appearance of being of interest to SRR, Contractor shall promptly report such business activities to SRR. If Contractor wishes to be employed by any other agency, entity, or company, whether known to SRR, or otherwise, Contractor may proceed on the understanding that, if conflicts of interest do arise, Contractor shall promptly cease such activities and shall report such conflicts to SRR.

XX. Assignment:

This Agreement is a personal one, being entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily, or by operation of law, assign or otherwise transfer the obligations incurred on its part pursuant to the terms of the Agreement without the prior written consent of SRR. Any attempted assignment or transfer by Contractor of its obligation without such consent shall be wholly void.

XXI. Notice:

Any notice required or given hereunder shall be sufficient if in writing, and if sent registered or certified mail, postage prepaid, addressed as follows:

Smith River Rancheria
Russ Crabtree
140 Rowdy Creek Road
Smith River, CA. 95567
Tel: 707.487.9255
Fax: 707.487.0930

[Company]
[Proprietor or Principal]
[Street Address]
[City, State, & Zip Code]
Tel:
Fax:

XXII. Signatures:

This contract is entered into between the parties on the date set out below as represented by the affixed signatures. Those persons signing on behalf of the respective parties represent that they are authorized to sign and to bind their principles.

SMITH RIVER RANCHERIA

By: _____
Russ Crabtree, Tribal Administrator

_____ Date

By: _____
Kara Brundin Miller, Tribal Chairperson

_____ Date

CONTRACTOR *[Insert company name]*

By: _____

_____ Date

Title

Printed Name

Initial

Date