

**THE TULALIP TRIBES**  
**PROFESSIONAL SERVICES CONTRACT**  
**Business Name**

**Project # 2025-014**

**Phase I Design Services –  
Integrative Health Facility**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the Tulalip Tribes of Washington hereinafter referred to as TULALIP and **BUSINESS NAME AND ADDRESS**.

**1. EFFECTIVE DATE:** This contract shall be effective once executed by all parties to this contract.

**2. TERM:** The term of this contract shall expire on \_\_\_\_\_, 202X. This contract term may only be extended by mutual written agreement of both parties.

**3. SCOPE OF WORK:** The scope of work under this Contract for Contractor shall be, at the direction of the Contract Officer, as follows:

The scope of work for services is more fully set forth in **Exhibit A**, which is incorporated as a part of this contract.

**4. CONTRACT OFFICER:** The Contract Officer for the Tribes shall be **Crystal Reyes**. The Contract Officer shall be responsible for directing the work of Contractor on behalf of the Tribes. The Contract Officer shall authorize all work by Contractor under this Contract. No payment for services or expenses shall be made to Contractor without authorization by the Contract Officer.

The Contract Officer may designate staff representatives to confer with Contractor relative to Contractor's services under the terms of this contract. The work in progress will be reviewed from time to time by Tribes at the discretion of Tribes or on the request of Contractor.

**5. FEES AND PAYMENT:** Payment for the Contractor services shall be made according to the rates and schedules set forth in **Exhibit A**. Total payment for fees and expenses shall not exceed \$ \_\_\_\_\_. Such payment will be considered full compensation for all personnel, materials, supplies, and equipment used in carrying out the work.

Payment is subject to Contractor submitting invoices documenting all hours expended under this contract by Contractor and Contractor's personnel. Invoices shall be subject to approval by Contracting Officer.

Payment to Contractor shall be due not later than 30 (thirty) days after invoicing. Acceptance of final payment by Contractor constitutes a waiver of all claims by Contractor. Contractor fees will be payable on monthly statements. Such statements must give a detail of time worked by each class of employee and the expenses incurred for which billing is made.

**6. SCHEDULE OF WORK:** On approval of this agreement, the Contracting Officer will issue a notice to proceed with the work. Contractor must utilize their best efforts in the prosecution of the work pursuant to the Scope of Work. Work shall be completed according to the schedule of work set forth in **Exhibit A**. Such schedule is

subject to changes pursuant to Notice from the Contract Officer to the Contractor, or as mutually agreed by the parties.

**7. WORK CHANGES:** The Contracting Officer may order changes in scope or character of the work, either decreasing or increasing the amount of Contractor's services. In the event that such changes are ordered, Contractor will be entitled to full compensation for all work performed prior to receipt of notice of change. Increased compensation for changes must be authorized in writing by the Tribes.

In the event Contractor is delayed in the performance of their services by circumstances beyond the Contractor's control, the Contractor will be granted a reasonable adjustment in the schedule for work as described in **Exhibit A**. All claims for adjustments in the schedule of completion must be submitted to Tribes by Contractor within 3 days of the time of occurrence of the circumstances necessitating the adjustment.

Contractor should not undertake any work beyond the scope of this agreement unless such additional work is approved in advance and in writing by Tribes.

**8. STANDARD OF CARE.** Contractor shall perform its services in accordance with generally accepted standards presently maintained by other professionals engaged in the same type of work in Washington.

**9. COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated hereunder. The Tribes may terminate this Agreement for any reason by providing at least thirty (30) days prior written notice to the other party, provided that either party may terminate this Agreement with seven (7) days' prior written notice if the other party fails substantially to perform its obligations under this Agreement. In the event of termination, Contractor shall be paid in accordance with the compensation terms of this Agreement for services provided in accordance with the scope of services up to the date of termination.

Upon termination, Contractor shall promptly deliver to Tribes all materials, documents, data or work product produced by or in the possession of Contractor that relate to work performed under this Contract. All work performed by Contractor under this Contract shall be the property of the Tribes. The Contractor shall be permitted to retain copies, including reproducible copies of drawings and specifications for information, reference, and use in connection with the Contractor's endeavors. The Contractor shall not be responsible for any use of the said documents, drawings, specifications or other materials by the Tribes on any project other than the project specified in this Agreement.

**10. CONFIDENTIALITY.** The Contractor shall keep confidential all information regarding the Tribes received as a result of this performance of his duties under this Contract. Consultant is hired to provide technical expertise and assistance to Enhancement Biologist for said project described in Exhibit A. Contractor is hired to provide assistance as an expert in collecting offshore sampling. As necessary for this work to be performed, Contractor will be provided and have access to confidential information relating to the Tribes legal and policy strategies. The parties expect that Contractor will in the course of consulting develop additional confidential information. Contractor agrees that no confidential information shall be disclosed to any third party without the express consent of the Contracting Officer.

**11. INDEMNIFICATION/HOLD HARMLESS.** The Contractor agrees to indemnify and hold harmless the Tulalip Tribes, its respective officers, employees, agents, and representatives from and against liability for all claims,

losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the Contractor's acts, errors, or omissions in services provided pursuant to this Agreement. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Tribes and Contractor, they shall be borne by each party in proportion to its negligence.

**12. RECORD KEEPING:** Contractor agrees to maintain for inspection by Tribes for seven (7) years after final payment for all books, records, documents and other evidence pertaining to the costs and expenses of this contract.

**13. WORK PRODUCT:** Any and all work product, reports, data, findings, maps under this contract shall become the property of and remain under the sole proprietorship of Tribes. Contractor assigns all copyright in such materials to the Tulalip Tribes. Contractor will not release or disclose any information obtained as a result of performing work under this contract, either orally or in writing, unless expressly approved in writing by the Tribes.

**14. SUCCESSOR BOUND:** Tribes and Contractor each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this contract and to the partners, successors, and legal representatives of such other party with respect to all terms and conditions of this contract, subject to appropriate federal law and regulations.

**15. NON-ASSIGNABILITY:** This is a personal services contract and the obligations of either party may not be assigned or otherwise transferred in whole or in part.

**16. INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and not an employee of the Tribes. Contractor is and shall be responsible for and hold Tribes harmless from payment of all applicable taxes, fees or other payments required to be paid to any government by Contractor as a result of payments by Tribes to Contractor under this contract.

**17. INTEGRATION:** This agreement document represents the entire and complete agreement of the parties and supersedes all negotiations and representations, either written or oral. This contract may be amended or modified only in writing as agreed to by both parties.

**18. COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall abide by all applicable laws and regulations in his performance of work by obtaining all required applicable licenses, permits or other governmental authorizations necessary, if applicable, for said performance.

**19. INDIAN / TRIBAL PREFERENCE:** Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin or handicap, with regard to employment. For work performed under this contract, Contractor shall comply with applicable provisions of the Tribal Employment Rights Ordinance, TTC 9.05

**20. NOTICE OF LEGAL PROCEEDINGS:** Contractor shall promptly notify Tribes of any litigation arising from or affecting its operations under this contract, including any bankruptcy or insolvency proceedings of Contractor or of its assignees or subcontractors. Contractor shall not assign his rights under this contract without first obtaining Tribes' written approval.

**21. LIMITATION ON LIABILITY:** Contractor hereby acknowledges and agrees that it shall not be entitled to payment for services or otherwise including damages in excess of the fee amount specified in this contract.

**22. BREACH; REMEDIES:** Tribes may immediately suspend work under this contract upon delivery to Contractor of a written notice of breach. Suspension shall continue until Tribes’ authorized representative certifies in writing that the breach is remedied. If in the sole opinion of the Contracting Officer, Contractor remains in breach after seven (7) days from the notice of suspension, Tribes may terminate this contract without further notice. Any failure by Tribes to suspend or terminate this contract in case of breach shall not waive Contractor’ duty to perform. Failure by Contractor to perform on his part any duty, term or condition, herein shall constitute a breach. Failure of Tribes to assert any claim or right at any time under this contract shall not waive its right to assert any claim or right at a later time.

**23. NOTICE:** All notices required by this contract shall be in writing and shall not be effective unless delivered personally or via U.S. mail, to the individuals identified as follows:

Tulalip Health System  
Attn: Crystal Reyes  
6406 Marine Drive, Suite A  
Tulalip, WA 98271

**24. APPLICABLE LAW:** The parties agree that the laws of the Tribes shall apply to the interpretation and enforcement of this contract. Nothing in this contract constitutes or shall be construed as a waiver of sovereign immunity of the Tribes, its subordinate entities officers, directors or employees.

**25. SOVERIGN IMMUNITY.** Nothing in this contract shall be interpreted as a waiver of the Tribes’ sovereign immunity.

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**IN WITNESS WHEREOF,** the parties have executed this agreement at the Tulalip Indian Reservation as of the day and year first above written.

**Attest:**

<b>Contractor:</b>	<b>Tulalip Tribes Contract Officer:</b>	<b>Tulalip Tribes:</b>
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<b>Signature</b>	<b>Crystal Reyes</b>	<b>Teri Gobin</b>
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<b>Title</b>	<b><u>Grants &amp; Contracts Manager</u></b> <b>Title</b>	<b><u>Chair</u></b> <b>Title</b>
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<b>Date</b>	<b>Date</b>	<b>Date</b>