

**THE TULALIP TRIBES
PROFESSIONAL SERVICES CONTRACT**

Consultant Name

Project Name

This agreement is entered into this ___ day of **MONTH YEAR**, between the Tulalip Tribes of Washington (the "Tribes" or "Tulalip") and **Consultant & 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 _____. 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 Consultant 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.

OR

[DESCRIBE SCOPE OF WORK]

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

The Contract Officer may designate staff representatives to confer with Consultant relative to Consultant'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 at the request of Consultant.

5. FEES AND PAYMENT: Payment for the Consultant services shall be made according to the rates and schedules set forth in **Exhibit B**. 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 Consultant submitting invoices documenting all hours expended under this contract by Consultant and Consultant's personnel. Invoices shall be subject to approval by Contract Officer.

Payment to Consultant shall be due not later than thirty (30) days after invoicing. Acceptance of final payment by Consultant constitutes a waiver of all claims by Consultant. Consultant 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. Consultant 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 C**. Such schedule is subject to changes pursuant to Notice from the Contract Officer to the Consultant, or as mutually agreed by the parties.

7. WORK CHANGES: The Contract Officer may order changes in scope or character of the work, either decreasing or increasing the amount of Consultant's services. In the event that such changes are ordered, Consultant 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 Consultant is delayed in the performance of their services by circumstances beyond the Consultant's control, the Consultant will be granted a reasonable adjustment in the schedule for work as described in **Exhibit C**. All claims for adjustments in the schedule of completion must be submitted to Tribes by Consultant within 3 days of the time of occurrence of the circumstances necessitating the adjustment.

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

8. STANDARD OF CARE. Consultant shall perform its services in accordance with generally accepted standards presently maintained by other professionals engaged in the same type of work in the State of 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, Consultant 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, Consultant shall promptly deliver to the Tribes all materials, documents, data or work product produced by or in the possession of Consultant that relate to work performed under this Contract. All work performed by Consultant under this Contract shall be the property of the Tribes. The Consultant shall be permitted to retain copies, including reproducible copies of drawings and specifications for information, reference, and use in connection with the Consultant's endeavors. The Consultant 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 Consultant 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 the Tribes and in order for the Scope of Work to be performed, Consultant may be provided and have access to confidential information relating to the Tribes' internal information, data, strategies and operations. Consultant may, in the course of consulting, also develop additional confidential information. Consultant agrees that no confidential information shall be disclosed to any third party without the express consent of the Tribes.

11. INSURANCE. Consultant will maintain the following levels of insurance during the term of this Agreement. The Tribes will be named as an additional insured on Consultant's Commercial General Liability and Automobile Liability insurance policies.

- a. Worker's Compensation (and Employer's Liability Insurance)--as required by applicable state statute.
- b. Commercial General Liability--\$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate.
- c. Automobile Liability--minimum of \$1,000,000 combined single limit for bodily injury and property damage.
- d. Professional Liability (E&O) --\$1,000,000 each claim and in the aggregate.

12. INDEMNIFICATION/HOLD HARMLESS. The Consultant 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 Consultant'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 Consultant, they shall be borne by each party in proportion to its negligence.

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

14. WORK PRODUCT: Any and all work product, including reports, data, findings, drawings, notes and maps created pursuant to this contract shall become the property of and remain under the sole proprietorship of the Tribes. Consultant assigns all copyright in such materials to the Tribes. Consultant 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. USE OF ARTIFICIAL INTELLIGENCE PROHIBITED: 15. USE OF ARTIFICIAL INTELLIGENCE PROHIBITED:

Consultant agrees it shall not utilize Artificial Intelligence such as ChatGPT to analyze data, or draft or synthesize reports, and will not upload any Tulalip provided information into any type of artificial intelligence program, website or database to perform or generate any work in completing this contract. Violation of this section of the Contract by using artificial intelligence shall be considered a material breach of this Agreement.

15. SUCCESSOR BOUND: 16. SUCCESSOR BOUND: The Tribes and Consultant each binds themselves and their partners, agents, assigns, successors and legal representatives of such other party to this Agreement 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.

16. NON-ASSIGNABILITY: 17. 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.

17. INDEPENDENT CONSULTANT: 18. INDEPENDENT CONSULTANT: Consultant is an independent Consultant and not an employee of the Tribes. Consultant is and shall be responsible for and hold the Tribes harmless from payment of all applicable taxes, fees or other payments required to be paid to any government by Consultant as a result of payments by the Tribes to Consultant under this contract.

~~18. INTEGRATION:~~19. 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.

~~19. COMPLIANCE WITH APPLICABLE LAWS:~~20. COMPLIANCE WITH APPLICABLE LAWS: Consultant 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 for said performance.

~~20. INDIAN / TRIBAL PREFERENCE:~~21. INDIAN / TRIBAL PREFERENCE: Consultant 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, Consultant shall comply with applicable provisions of the Tulalip Tribal Employment Rights Ordinance, TTC Ch. 9.05.

~~21. NOTICE OF LEGAL PROCEEDINGS:~~22. NOTICE OF LEGAL PROCEEDINGS: Consultant shall promptly notify the Tribes of any litigation arising from or affecting its operations under this Agreement, including any bankruptcy or insolvency proceedings of Consultant or of its assignees or subconsultants. Consultant shall not assign its rights under this Agreement without first obtaining the Tribes' written approval.

~~22. LIMITATION ON LIABILITY:~~23. LIMITATION ON LIABILITY: Consultant 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.

~~23. BREACH; REMEDIES:~~24. BREACH; REMEDIES: Tribes may immediately suspend work under this Agreement upon delivery to Consultant of a written notice of breach. Suspension shall continue until the Tribes' authorized representative certifies in writing that the breach is remedied. If in the sole opinion of the Contract Officer, Consultant remains in breach after seven (7) days from the notice of suspension, Tribes may terminate this Agreement without further notice. Any failure by the Tribes to suspend or terminate this contract in case of breach shall not waive Consultant' duty to perform. Failure by Consultant to perform on its part any duty, term or condition, herein shall constitute a breach. Failure of the Tribes to assert any claim or right at any time under this Agreement shall not waive its right to assert any claim or right at a later time.

~~24. NOTICE:~~25. 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:

~~25. APPLICABLE LAW:~~26. APPLICABLE LAW: The parties agree that the laws of the Tulalip Tribes of Washington shall apply to the interpretation and enforcement of this contract. Disputes under this Agreement shall be resolved in the Tulalip Tribal Court. Nothing in this contract constitutes or shall be construed as a waiver of sovereign immunity of the Tribes, or its subordinate entities, officers, directors or employees.

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

PROJECT # & NAME

The Tulalip Tribes

MONTH YEAR OF CONTRACT

Attest:

Consultant:

Signature

Title

Date

Tulalip Tribes

Signature

Title

Date