

UPPER COLUMBIA UNITED TRIBES

CONTRACT FOR SERVICES WITH ???

THIS AGREEMENT, made this 15th day of November 2018, by and between (“contractor”) and the Upper Columbia United Tribes (hereinafter “UCUT”).

Recitals:

- (1) The UCUT requires specific scientific consultant services to assist in the continuing development and implementation of a wildlife monitoring and evaluation program for its five-member Tribes. This program uses reference habitat conditions, implementation of a cost-effective sampling strategy on member nation lands and other suitable lands as agreed to by the UCUT and contributing to a web-based system for dissemination of data and research results based on UCUT member needs.
- (2) The contractor is qualified and willing to provide professional services as outlined in this agreement

In consideration of the foregoing and mutual premises hereinafter contained, the parties agree that this agreement will be performed in accordance with the following conditions:

GENERAL CONDITIONS

1. Scope of Work

Work to be performed by contractor:

See Appendix A – Scope of Work

2. Performance Period

The performance period of the agreement will extend from the effective date of

November 15, 2018 through September 30, 2019. No expenses will be reimbursed which are incurred prior to the effective date or subsequent to the termination date unless otherwise agreed in writing by the parties here to.

3. Source of Funds

Funding for this contract will be supplied by the UCUT through the UCUT Wildlife Monitoring and Evaluation Program. Base funding is provided through contract with the Bonneville Power Administration (BPA) (BPA Project Number 200800700, under Catalog of Federal Domestic Assistance (CFDA) number 81).

4. Fixed Cost and Expenditure Limitation

The sponsor will reimburse contractor for the firm-fixed price of \$??? negotiated under this agreement unless amended by written mutual agreement.

5. Allowable Cost and Payment

- A. UCUT will reimburse contractor for the firm-fixed price negotiated for the performance of this agreement.
- B. Contractor will submit monthly vouchers to the UCUT to obtain payment.

6. UCUT Program Supervisor

The UCUT Program Supervisor is Marc Gauthier, UCUT Forest Practices Coordinator.

7. Contractors Project Manager

Contractors's Project Managers, responsible to achieve project tasks as outlined in appendix A, are ???.

8. Reporting

Reporting by the contractor to the UCUT shall be made as specified in appendix A: Scope of Work, in writing to the Executive Director of UCUT and the UCUT's Program Supervisor. The Scope of Work identifies reporting requirements.

9. Deliverables

Any deliverables required by this contract are specified in appendix A.

10. Publication and Data Rights

The Tribes retain full ownership, copyright, and retain ultimate control of the use of data. Data collected through the UWMEP or results thereof will not be used for any other purpose, other than UWMEP reporting to the UCUT, without prior written approval from the UCUT Program Supervisor. Any approved publication or presentations will acknowledge the project as the UWMEP led by the UCUT member tribes and funding provided by BPA. Under no circumstances shall the contractor have any rights to the data to use for any purpose other than for direct work under the UWMEP as agreed to by the UCUT.

11. Equipment and Property

The contractor is authorized to acquire for use under this agreement equipment and other tangible property identified in Attachment B.

12. Liability

Each party of this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its officers, or any subcontractors. Neither party is responsible to the other party or any third party for the consequences of any act or omission of any person, firm, corporation, or subcontractor not a party to this agreement with the exception that the contractor will follow all requirements under individual UCUT Tribal Codes and/or Tribal Research Permits (or similar) under which the contractor is granted permission to collect data for the UCUT under the UWMEP. This includes chapter 6.6 research regulations of the Colville Tribes tribal code and the approved scientific collection permit number 2014-14 as well as the 2017 approved Coeur d' Alene scientific collection permit.

13. Termination

It is in the best interest of both parties that all services be carried out within the time frame established. Either party may terminate this agreement upon 90 days written notice to the other party.

For the purposes of this contract, the terms received, means that that the contract deliverables are delivered on or before the dates described in appendix A. Received means that all the required elements described in appendix A are deemed by the UCUT wildlife committee to be present in their initial read of the deliverables described in appendix A. And accepted means that after thorough review by the UCUT wildlife committee that all the required elements in appendix A have been deemed as being addressed and successfully delivered. For example, any of the data sharing and

transferring that is required as a deliverable in the attached SOW has been reviewed to ensure that none of the files are corrupt and that the data have been successfully transferred. For this deliverable, once that level of certainty and satisfaction is reached than the committee will deem that an accepted deliverable.

For each element of the SOW that specifies that it requires acceptance, the UCUT will provide a formal letter of acceptance once the committee reaches that determination.

14. Nondiscrimination

Title VI of the Civil Rights Act 1964 (Public Law 88-352; 42 USC 200d-1) provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity receiving federal financial assistance. Title IX of the Educational Amendments of 1972 (Public Law 92-318; 20 USC 1681-1683), prohibits the exclusion of persons on the basis of sex from any education program or activity receiving federal financial assistance. By acceptance of this agreement, the sponsor and the contractor agree that they will comply with all state and federal laws pertaining to discrimination.

15. Records

The contractor will maintain adequate financial records, in accord with generally accepted accounting practices, to clearly and easily identify expenses of the agreement, to describe the nature of each expense and to establish relatedness to this agreement. All records related to the agreement shall be reasonably available for inspection by the UCUT Project Supervisor, or delegate. The financial records of this agreement will be retained in accord with Washington State Law and OMB Circular A102 Guidelines.

16. Dispute Resolution

In the event a dispute arises involving this agreement, which in severity is not considered a violation of Tribal Code or Tribal Permitting Processes, the parties agree to a dispute resolution process. All disputes shall be heard by an agreed upon mediator or arbitrator. The agreed upon contractor shall conduct the dispute resolution process consistent with due process requirements.

18. Tribal Sovereignty

Nothing under this agreement waives any UCUT member Tribes' sovereign immunity, sovereignty, or ensures that the contractor will have any additional rights.

19. Tribal Jurisdiction

As an invited guest in Indian Country and as the law governing allows, the contractor will fully submit to and be subject to any and all Tribal jurisdiction as applicable through established Tribal Codes and/or by Tribal Resolution.

By acceptance of this contract, the contractor agrees that they will comply with this contract and all other applicable tribal, state, and federal laws.

Approved and agreed:

Eastern Washington University

Upper Columbia United Tribes

BY: _____
(Signature)

(Signature)

(Name)

Donald R Michel
(Name)

(Title)

Executive Director
Upper Columbia United Tribes
(Title)

