

THIS IS A PROFESSIONAL SERVICES AGREEMENT between the Port Gamble S'Klallam Tribe (hereinafter "PGST" or "Tribe,") and, _____ (hereinafter "Contractor,") for the purpose of providing services according to the terms herein.

Term of Agreement:

This agreement shall commence upon _____ and terminate on _____.

Scope of Work:

The Contractor agrees to perform the work at the direction of _____.

Statement of Work and Standards to be Performed:

Compensation:

The Contractor agrees to perform all professional services set forth in the Scope of Work section of this Agreement and the parties agree that the Tribe will compensate the Contractor for such services at \$_____.

The Contractor shall prepare and submit an invoice monthly. The Contractor shall supply, at Contractor's sole expense, all other equipment, tools, materials, and/or supplies to accomplish the work agreed to be performed not otherwise agreed to in writing above.

This is an agreement between the Tribe and a Contractor. There shall be no fringe benefits, holiday pay or other benefits that would accrue to an employee.

Tax Duties and Liabilities

Contractor understands that Contractor is responsible to pay, according to law, Contractor's income taxes. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment taxes (e.g., Social Security), to be paid by Contractor according to law.

INDEPENDENT CONTRACTOR AGREEMENT
Port Gamble S'Klallam Tribe
CONTRACTOR: _____

Initials

Initials

Initials

The TRIBE will not withhold or pay federal, state, local income, or payroll tax of any kind on behalf of the Contractor. The Contractor shall not be treated as an employee for any services performed hereunder for tax purposes, or any other purposes.

Workers Compensation

No workers compensation insurance shall be obtained by TRIBE concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

Confidentiality

The Contractor understands that they are responsible for maintaining confidentiality in regard to information relating to the Port Gamble S'Klallam Tribe and failure to maintain confidentiality may result in the immediate termination of this Agreement.

Assignment

The Contractor shall not assign any obligations, rights or fees under this Agreement, in whole or in part, without prior written approval of the Tribe.

Amendments

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

Termination

Termination Without Cause: Either party may terminate this agreement in whole or in part hereto, upon 30 days advance written notice to the other party. The parties shall deal with each other in good faith during the 30-day period after any notice of intent to terminate without cause has been given.

Termination With Cause: With reasonable cause, either party may terminate this agreement effective immediately upon giving written notice of termination for cause. Reasonable cause includes but is not limited to:

- a) Material violation of this agreement;
- b) Inaccuracies in background information provided to TRIBE or disqualifying information discovered upon thorough professional background investigation of Contractor.

Responsibilities Upon Termination

The Contractor agrees to return to Tribe all documents and materials in the Contractor's possession which belong to the Tribe and all documents and materials produced or obtained by the Contractor with funds paid by the Tribe under this agreement.

Non- Waiver

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be waiver of such rights or a waiver of any subsequent breach.

No Authority to Bind TRIBE

The Contractor has no authority to enter into contacts or agreements on behalf of TRIBE.

Declaration by Contractor

The Contractor declares that Contractor has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

How Notices Shall be Given

Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

Entire Agreement

This is the entire agreement of the parties and cannot be changed or modified orally.

Severability

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

No Waiver of Sovereign Immunity

The Tribe enters into this Agreement pursuant to its governmental authority and nothing herein shall be deemed to be a waiver of the Tribe's sovereign immunity. This contract has been entered into within the jurisdiction of the Port Gamble S'Klallam Tribe and is subject to the laws of the Port Gamble S'Klallam Tribe.

Conflict of Interest

The Contractor will not engage in work with another tribe or entity with interests that conflict with the Tribe. If Contractor becomes aware of potential conflict of interest, Contractor will immediately notify Tribe in writing of potential conflict.

Independent Contractor Information

Name (*Individual*) _____

Business Name (*If Applicable*) _____

INDEPENDENT CONTRACTOR AGREEMENT
Port Gamble S'Klallam Tribe
CONTRACTOR: _____

Initials

Initials

Initials

- Individual/Sole Proprietor
- Exempt from backup withholding
- Exempt – *Fisheries/Court Payments/Respite Care*
- Medical/Dental
- Other – 501C, LLC, SP, _____

SSN: _____ TIN: _____

Address (*Remittance*) _____
*(If 1099 Misc. is mailed to a
 Different address, please specify)* _____

Contact Person _____ Telephone No: _____

Fax No: _____ Email or Web Address _____

Signatures

Signed by Contractor:

_____ Date _____

Approved as to form by TRIBE:

_____ Date _____

Tribal Attorney

Signed by Authorizing Director:

_____ Date _____

Director

(By signing this, Director certifies compliance with the Tribe's Purchasing Policy, Budget Process, and that the Contractor is not listed on the Debarment List.)

Signed by (if over \$5,000.00)

_____ Date _____

Administrative Director (or Executive Director in A.D. absence)
Port Gamble S'Klallam Tribe

<p>For Accounting Use Only</p> <p>Posted:</p> <p> Initials</p> <p>.....</p> <p> Date</p>
