

**CONTRACT  
FOR GOODS AND/OR SERVICES**

This Contract is entered into within the Stillaguamish Tribe of Indians, Indian Country, this 27 day of July, 2016, between Snohomish County, a government agency at 3000 Rockeller Avenue, Everett WA hereafter referred to as the "Contractor", and the Stillaguamish Tribe of Indians, a federally-recognized sovereign Tribe (hereafter "Tribe"), located within the Stillaguamish Tribe of Indians, Indian Country, Arlington, Washington. This Contract consists of this written agreement and all attached "Contract Documents" described in Section 7 of this Contract. Scope of work for this contract will be executed by Tamara Neuffer, for the Stillaguamish Tribe of Indians Natural Resources Department located at 22712 6<sup>th</sup> Ave. NE, Arlington WA and Chrys Bertolotto, for Snohomish County located at 600 128th St SE, Everett, WA.

**1. Description of Goods and/or Services**

Contractor shall provide the goods and/or services described in the attached "Exhibit A", in accordance with this Contract and Contract Documents.

**2. Contract Price**

2.1 The Tribe agrees to pay Contractor for the goods and/or services the price described in "Exhibit A." Payment of this amount is subject to additions or deductions in accordance with the provisions of this Contract.

2.2 Payment shall be as set out in Section 3 of this Contract.

**3. Method of Payment**

3.1 The Tribe shall make payments to Contractor on the following basis (select one option):

       Option 1: 100% upon delivery of conforming goods and/or services.

  X   Option 2: In accordance with the payment schedule attached as "Exhibit B".

3.2 Any payment to be made under either Option 1 or Option 2 above may be withheld if:

3.2.1 The goods and/or services are found to be defective and the defect is not remedied;

3.2.2 In the opinion of the Tribe, Contractor's performance is not consistent with the terms of this Contract; or

3.2.3 Contractor fails to comply with any applicable law or regulation, or to pay any applicable tax, fee or license.

**4. Claims**

4.1 By making payment, the Tribe waives all claims except those arising out of:

4.1.1 Faulty goods and/or services appearing after delivery or completion;

- 4.1.2 Goods or services that do not comply with the Contract documents;
- 4.1.3 Outstanding claims of liens;
- 4.1.4 Failure of Contractor to comply with any special guarantees or warranties required by the Contract Documents.

4.2 Contractor, by accepting payment, waives all claims against the Tribe as to those goods and/or services except those that he or she has previously made in writing, and which remain unsettled at the time of acceptance.

## **5. Starting and Completion Dates**

This Contract shall be effective upon execution by both parties, and shall automatically terminate on December 31, 2016 unless renewed or extended in writing by both parties. Project work can begin as early as June 1, 2016.

## **6. Default and Termination**

6.1 This Contract may be terminated by either party without prejudice to any other remedy that the non-defaulting party may have if the other party defaults in performance of any provision of this Contract. The non-defaulting party shall give the defaulting party ten (10) days' written notice of the non-defaulting party's intention to terminate this Contract, within which time the defaulting party may cure the default condition to the satisfaction of the non-defaulting party. Should the defaulting party be Contractor, the Tribe may, pursuant to Section 3 of this Contract, withhold any portion of the Contract Price still owing at the time of the default.

6.2 The Tribe may also terminate this Contract for its convenience without cause. Should the Tribe elect to terminate under this subsection 6.2, the Tribe shall give the Contractor written notice of the termination, which shall be effective immediately upon receipt, or three days after mailing, first-class, postage prepaid, whichever comes first, unless a later termination date is given. The Tribe shall pay for all goods and/or services properly provided up to the effective date of the termination. Contractor shall have no additional rights against the Tribe except for the payment provided under this subsection 6.2.

## **7. Contract Documents**

The Contract Documents on which the Contract is based are as follows: this Contract, together with such supplementary agreements and conditions as are attached to this Contract, and which are labeled as Exhibits to this Contract. The Contract Documents together form the Contract for the goods and/or services herein described. In the event of a conflict between this Contract and any document attached to it, the terms of this Contract govern.

## **8. Contract Officer**

8.1 Tamara Neuffer is the designated Contract Officer (CO) for the purpose of this Contract and shall provide general administration of the Contract as the Tribe's representative.

8.2 Chrys Bertolotto is Contractor's representative for this Contract, and shall be responsible for the performance of this Contract, and shall have signature authority for the Contractor for all matters related to this Contract.

## **9. Responsibilities of Contractor**

Contractor's duties and rights in connection with the project herein are as follows:

9.1 **Payment of Taxes, Procurement of Licenses and Permits:** Contractor shall pay any applicable tribal, federal, state, and local taxes required by law in connection its performance under this Contract and shall secure all necessary licenses and permits, paying the fees therefore.

9.2 **Compliance with Laws and Regulations:** Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all public authorities relating to the performance of this Contract. If any of the Contract Documents are at variance therewith, he or she shall notify the Contract Officer promptly upon discovery of such variance.

9.3 **Responsibility for Negligence of Employees and Subcontractors:** Contractor assumes full responsibility for acts, negligence or omissions of all its employees under this Contract, for those of its subcontractors and their employees, and for those of all other persons doing work under contract with it.

9.4 **Warranty of Fitness of Goods and/or Services:** Contractor represents and warrants to the Tribe that goods and/or services provided under this Contract will be of good quality, free of defects, and in conformity with the Contract Documents. It is understood between the parties hereto that all goods and/or services that are not so in conformity are defective.

9.5 **Indemnity and Hold Harmless Agreement:** Contractor agrees to indemnify and hold harmless the Tribe, and its entities, and the officers, agents and employees of each, from and against all claims, damages, losses, and expenses related to or arising from Contractor's goods and/or services as set out in this Contract. Such expenses include reasonable attorneys' fees if it is necessary for the Tribe to commence or defend an action arising out of or associated in any way with Contractor's performance of this Contract. Such claims include, but are not limited to, claims for bodily injury, illness or death, property damage (including loss of use, or other damage) which are caused in whole or in part by Contractor's negligent act or omission, or that of Contractor's subcontractor, or that of anyone employed by them or for whose acts Contractor or Contractor's subcontractor may be liable.

## **10. Jurisdiction and Venue; Applicable Law; Sovereign Immunity**

10.1 Contractor and Tribe agree that the sole and exclusive jurisdiction over any disputes arising out of this Contract shall be in the Stillaguamish Tribe of Indians Tribal Court.

10.2 Any dispute shall be determined under the laws of the Stillaguamish Tribe of Indians.

10.3 Nothing herein shall be deemed to waive the sovereign immunity of the Stillaguamish Tribe of Indians, or its enterprises, agents, or employees.

## **11. Independent Contractor**

It is understood that the Contractor is operating as an independent contractor, and as such shall comply with all applicable laws and regulations and shall pay all applicable taxes and other assessments and hold the Tribe harmless from the consequences of any act or omission of whatever kind or nature of Contractor or its employees or agents of whatever kind. Contractor shall not have any right as an employee of the Tribe, and no employee-employer relationship is established by this Contract. Further, the Contractor is responsible for reporting this income to the applicable federal and/or state agencies. The Contractor is responsible for all taxes associated with this income.

## **12. Insurance**

Contractor shall provide and continuously maintain in effect during the term of this Contract general liability insurance, naming the Tribe as an additional insured, in the amount of no less than \$1,000,000 per occurrence. Contractor shall furnish the Tribe with a certificate of insurance prior to beginning any work under this Contract.

## **13. Records**

Contractor will maintain adequate financial records, in accordance with generally accepted accounting practices, such that the Contractor can clearly and easily identify all claimed costs and expenses and the relatedness of the those costs and expenses to this Contract.

## **14. Certification of Non-Segregated Facilities**

By signing this Contract, Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of Contractor's establishments, and that Contractor's employees are not permitted to perform their services at any location, under this Contract, where segregated facilities are maintained. Contractor agrees that failure to abide this certification is a breach of this Contract.

## **15. Non-Discrimination**

Contractor shall comply with Title VI of the Civil Rights Act of 1964, (Public Law 88-352; 42 USC 200d-1) which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **16. Entire Agreement; Amendments**

This Contract contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Contract may be modified only in writing with the written consent of both Parties.

## **17. Severability**

If any part of this Contract is held unenforceable, the rest of the Contract will continue in effect.

**18. No Partnership**

This Contract does not create a partnership relationship. Contractor does not have authority to enter into contracts on the Tribe's behalf.

**19. Assignment**

(Check applicable provision.)

Either Contractor or the Tribe may assign or subcontract any rights or obligations under this Contract.

**OR**

Contractor may not assign or subcontract any rights or obligations under this Contract without the Tribe's prior written approval.

**20. Tax Exemption**

The Tribe is exempt from state taxes for goods and services received in Indian Country as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, certain excise taxes, and others. Contractor is eligible for an exemption from state taxes for goods and services provided to the Tribe in Indian Country, as provided in WAC 458-20-192 including, but not limited to, state and local sales tax, Business & Occupation tax, and others. Contractor shall comply with WAC 458-20-192 to perfect the exemption from state taxation.

**21. Execution**

(Check applicable provision.)

The parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Signatures transmitted by facsimile shall have the same effect as original signatures.

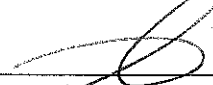
**OR**

This Agreement shall be executed in duplicate originals, with each party retaining one fully executed duplicate original of the Agreement.

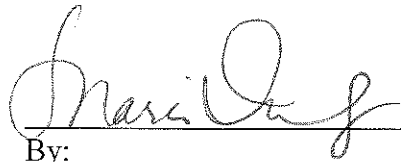
IN WITNESS WHEREOF, the parties have executed this Contract within the Stillaguamish Tribe of Indians, Indian Country, Arlington, Washington, on the date herein indicated.

DATE: 7/27/16

THE STILLAGUAMISH TRIBE OF INDIANS

  
By: ~~Shawn Yarity~~ *Ted A. Wright*  
Title: ~~Chairman~~ *Executive Director*  
Address: PO Box 277  
Arlington, WA 98223  
Telephone: (360) 652-7326  
Facsimile: (360) 659-3113

DATE: 7-13-16

  
By: \_\_\_\_\_ *7/13/16*  
Title: \_\_\_\_\_  
Address: Marcia Isenberg  
Deputy Executive  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Taxpayer I.D.: \_\_\_\_\_

**EXHIBIT A**  
**Climate Change Curriculum Proposal**  
**Partnership of Stillaguamish Tribe and Snohomish County**

**Purpose:** Develop and pilot standards-based climate change curriculum for middle/high school that can be implemented by formal or informal educators, and produce final curriculum.

**Scope of Work:**

1. Curriculum Scoping (3 months...190 hours)
  - a. Interview 6 – 10 Middle school / High school teachers to explore their needs and perceived gaps in climate change education.
  - b. Gather and review existing curriculums, literature on climate change education experiences
  - c. Identify local climate change risks and mitigation /adaptation strategies.
  - d. Develop white paper on recommendations.
2. Curriculum Development (1-2 months... 100 hours)
  - a. Clarify teacher / project staff roles,
  - b. Draft preliminary class / field schedule, materials, activities, homework and any culminating/group projects for team review.
  - c. Draft pilot teacher training materials to orient teachers to the goals, strategies and materials for achieving them for team review.
  - d. Draft and finalize evaluation methodology to assess effectiveness in reaching goals including post interviews /surveys with participating teachers.
3. Teacher Training (1-2 months...120 hours)
  - a. Finalize schools / teachers enrolled in the pilot program / secure commitments on pilot program teacher roles.
  - b. Organize logistics /agenda of preliminary teacher orientation and hold potentially at outset of school year.
4. Pilot Implementation (dependent on curriculum length- full year versus unit...180 hours)
  - a. Implement pilot program at two schools (max 8 classes), as recommended plan stipulates. It is expected to include at least monthly in classroom and field lesson support, inviting guest speakers and activity leaders and arranging overnight field trip to park site experiencing impacts of climate change today.
  - b. Adapt curriculum as experiences and feedback demand.
5. Finalize curriculum, program goals /expectations and teacher training (1-2 months... 60 hours)
  - a. Review all assessment and evaluation results for pilot program and teacher training to determine needed changes.
  - b. Refine, to whatever degree is necessary, goals /purpose, proposed schedules and roles, classroom and field trip activities, evaluation approaches, teacher training framework, teacher guides, or other associated materials.
6. Administration (20 hours)
  - a. Reporting and record keeping, as required.

**Snohomish County (WSU Extension) Budget**

	Unit	Cost / Unit	Total
Salary / Benefits Sno Co	670 hours	\$37	\$24,790
Teacher Materials to Distribute	8 teachers	\$70	\$560
Office / Project Supplies			\$200
Travel	2,344 miles	.54/mile	\$1,266
Printing and Copying	1,500 copies	.12/copy	\$180
Subtotal			\$26,996
Overhead	10%		\$2,699
Total			\$29,695



**EXHIBIT B**

**PAYMENT SCHEDULE**

**Billings and Payment.** Invoices for Contractor services may be submitted, either on completion of such services or on a monthly basis. Invoices are payable upon receipt of the invoice. Fees for services (compensation and expenses) will not exceed \$29,695 without prior written authorization.

Payment Schedule

Full payment of \$29,695 on December 12, 2016