



CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT IS BETWEEN

Yurok Tribe 190 Klamath Boulevard Klamath, California 95548 707-482-1350	AND	[contractor name] [contractor business name] [contractor address] [(xxx) xxx-xxxx]
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FOR THE YUROK TRIBE

Department:

Contact Person:

Phone Number:

Brief Description of Contract:

Contract Provisions At-a-Glance

Contract Amount: _____	Contract Time Frame: _____
Department Code: _____	Project Code: _____
Account Code: _____	

Department Review (please submit to departments in order listed):

Department Director: _____ **Date:** _____

1) LEGAL: _____ Date: _____ 2) FISCAL: _____ Date: _____

3) TERO: _____ Date: _____ 4) EXECUTIVE DIRECTOR: _____ Date: _____



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, entered into as of the date of last signature ("Effective Date"), is between **YUROK TRIBE** and _____ ("Contractor") (collectively, "the Parties").

The Parties agree as follows:

1. **Project Covered.** Yurok Tribe hereby engages Contractor to provide _____ ("the Project"). Services will be provided as detailed in the Project request for proposals and Contractor's proposal for services, which are attached and incorporated into this Agreement. **[Please fill in the blank with a brief description of the services to be provided. Requests for proposals, the proposal for services, the bid documents, or other documents specifying the services to be provided should be attached to the agreement.]**

2. **Taxpayer Identification Number.** Prior to commencing the Project, Contractor shall provide Yurok Tribe with a duly executed IRS Form W-9 and obtain an Employer Identification Number (EIN) from the IRS and an EDD registration number.

3. **No Training or Instructions.** Yurok Tribe enters into this Agreement based on Contractor's demonstrated ability to perform the type of services that it believes, and that Contractor has represented, are needed to accomplish the Project. Consequently, Yurok Tribe does not contemplate providing Contractor with any training or instructions with respect to the Project.

4. **Intent of Independent Contractor Relationship.**

(a) The Parties intend that the relationship created by this Agreement shall be that of service recipient and independent contractor.

(b) For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), income tax withholding requirements, California Personal Income Tax Withholding ("PIT"), California Unemployment taxes ("UI"), California Disability Insurance ("SDI"), and all other federal, state and local laws, rules and regulations, Contractor (and all Contractor's respective employees, if any) shall be treated as an independent contractor and not as an employee with respect to Yurok Tribe.



5. **No Benefits.** None of the benefits that are provided by the Yurok Tribe to its employees shall be available to Contractor (or Contractor's employees, if any, which for purposes of this paragraph shall be included in the term "Contractor"). Contractor's exclusion from benefit programs maintained by Yurok Tribe is a material term of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non-employee with respect to Yurok Tribe. To the extent that Contractor may become eligible for any benefit programs maintained by Yurok Tribe (regardless of the timing of or reason for eligibility), Contractor hereby waives all rights to participate in these programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor agrees that, consistent with his independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits.

6. **Tax Reporting and Filing.** Contractor acknowledges and agrees that Contractor shall be responsible (as a self-employed individual) for filing all tax returns, tax declarations, and tax schedules, and for the payment of all taxes required, when due, with respect to all compensation earned by Contractor under this Agreement. Yurok Tribe will not withhold any employment taxes from compensation it pays Contractor. Rather, Yurok Tribe will report the amount it pays Contractor on IRS Forms 1099, to the extent required to do so under applicable Internal Revenue Code provisions and state or local law.

7. **Compensation.** Contractor's compensation for the Project shall not exceed \$_____, payable upon completion of the Project. Contractor shall be solely responsible for all costs incurred in connection with the accomplishment of the Project. Upon receiving each invoice for this contract, the Yurok Tribe Fiscal Department shall have thirty (30) working days to process payment. **[Generally, this section should include a provision indicating a maximum, do not exceed amount and state how compensation shall be paid, such as upon completion or monthly invoices. The maximum, total contract amount stated should include any TERO fee. If appropriate to the contract, this section may also include the following sentence "Project costs shall not exceed the amount identified in this section unless agreed to in advance in writing by the Director of the [Insert contracting department name]."]**



8. **Liability Insurance.** [The amount of liability insurance required should be filled in here. Generally, \$1,000,000 is appropriate. If the contracting department is unsure of what, if any, insurance is required, a request for assistance in determining the amount should be addressed to the Office of the Tribal Attorney and/or the Fiscal Department.] Liability insurance, in the amount of _____ is required to be obtained by the Contractor no less than five (5) days prior to commencement of this project. A certificate of insurance naming the Yurok Tribe as additionally insured shall be filed with the Yurok Tribe at the same time. The Tribe will assume no liability based upon negligence or intentional acts of the Contractor and should such negligence or intentional acts occur, Contractor agrees to assume full liability and indemnify and hold Yurok Tribe harmless for all such actions.

9. **Equipment and Tools.** Contractor shall provide and be responsible for maintaining any equipment and tools that Contractor uses, or determines is necessary, to accomplish the Project.

10. **Manner, Time, and Location.** [Fill in specifics, attach in an addendum such as a scope of work document, or write in "Not applicable."]

11. **Right to Engage Assistants.** Contractor shall have the right to engage others to assist in the accomplishment of the Project. Contractor shall be solely responsible for paying all compensation owed to any assistants engaged and for paying, and/or withholding and remitting to the appropriate government agency, any applicable employment taxes that might be owed with respect to this compensation. Contractor also shall indemnify and hold Yurok Tribe harmless against any and all liabilities attributable to the obligations imposed on Contractor under this Paragraph 11. The Parties acknowledge that Contractor shall retain the exclusive right to determine which workers Contractor shall engage for these purposes. Contractor agrees to provide proof of Workers' Compensation insurance coverage for all assistants he engages.

12. **Tribal Employment Rights Ordinance (TERO).** Contractor acknowledges that Contractor has had the opportunity to read the Yurok Tribe TERO Ordinance, is fully aware of the legal effects of the TERO Ordinance on this agreement, and agrees to comply with the TERO Ordinance, including payment of all applicable



TERO fees. The TERO fee of _____ will be automatically deducted upon receipt of any invoice. *[Fill in the TERO fee percentage. The TERO Ordinance calls for a one-time fee of 3% of the total contract for construction contracts or ½ of 1% (.5%) for all other contracts. Education, cultural, child care, fiscal, and TERO contracts are exempt from the TERO fee. If the contracting department is unsure of what the appropriate TERO fee percentage or amount should be, contact the TERO Office.]*

13. **Performing Services for Others.** Yurok Tribe agrees that Contractor may perform services for others, so long as the performance of these services does not interfere with the completion of the Project.

14. **Status Reports.** *[If status reports are required or desired fill-in here. Otherwise attach in addendum, scope of work document, or write in "Not applicable."]*

15. **Confidentiality.** Contractor agrees that it obtains only the right to use any data and information provided by the Yurok Tribe, its agents, or its representatives or developed by Contractor for the sole purpose of completing the Project. Contractor agrees that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to the data or information is transferred or licensed from the Yurok Tribe to Contractor. This Agreement does not grant Contractor the right to reveal, discuss, or transfer any data to third parties, other than as provided in this Agreement. Contractor understands and agrees that, despite any wording to the contrary in this Agreement, it shall not transfer cultural data to third parties without written authorization from the Yurok Tribe. The provisions of this section will survive the expiration or termination of this Agreement.

16. **Ownership of Information and Documents.** Any and all data, information, discussions, memoranda, presentations and documents developed or prepared by Contractor for the Project shall be held in strict confidence and shall not be used by Contractor for any other work unless approved by the Yurok Tribe in writing prior to any disclosure of such information. The Yurok Tribe may require all such information to be marked with the legend "Property of the Yurok Tribe - Confidential - Do Not Disclose." Immediately upon expiration, suspension, or termination of this agreement, Contractor agrees to provide the Yurok Tribe all such data, documents, and other information, whether generated by Contractor or received by Contractor from the Yurok Tribe, that



is in Contractor's possession or under its control. This shall not preclude disclosure of information pursuant to judicial or administrative processes of the Yurok Tribal Court or other court with competent jurisdiction. The provisions of this section will survive the expiration or termination of this Agreement.

17. **Completion Date.** Contractor agrees to complete the Project by no later than _____, 20___. Failure to complete the Project by _____, 20__ shall subject Contractor to a financial obligation of \$_____.

18. **Termination For Cause.** In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate this Agreement with no advance notice if, after providing the breaching Party with notice of the breach, the breaching Party fails to cure the breach within ten (10) days after receipt of the notice of breach. In such case, the Yurok Tribe may complete the Project by whatever method the Yurok Tribe deems expedient.

19. **Termination by the Yurok Tribe for Convenience.** The Yurok Tribe reserves the right to terminate the Agreement at any time upon determination of the Tribal Council that it is in the best interest of the Yurok Tribe. The Yurok Tribe shall provide Contractor notice specifying the date of termination. All finished or unfinished work and materials previously paid for shall, at the option of the Yurok Tribe, become the Yurok Tribe's property. Contractor shall be paid for all costs incurred for work provided up to the date of termination.

20. **Sovereign Immunity.** Nothing in this agreement shall be deemed or construed to be a waiver of the sovereign immunity of the Yurok Tribe, its officials or employees acting within their official or individual capacities.

21. **Drug and Alcohol Policy.** Contractor and all employees or subcontractors of Contractor working on Tribal property are subject to the Yurok Tribe's Drug and Alcohol Free Workplace Policy.

22. **Indemnification.** Contractor indemnifies and holds harmless Yurok Tribe from and against any and all liabilities, losses, damages, claims or causes of action, and any connected expenses (including reasonable attorneys' fees) that are caused, directly or indirectly, by or as a result of the performance by



Contractor or its employees or agents of the Project. The Yurok Tribe indemnifies Contractor for any and all claims resulting from the Yurok Tribe's use of data, documents, or other information prepared by the Contractor for the Project for purposes beyond those of this Agreement.

23. **Performance Bond.** The Tribe reserves the right to require that a bond satisfactory to the Approving officer in an amount equal to the value of this contract be delivered before a notice to proceed is issued.

24. **Notices.** Any notice under this Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to Yurok Tribe or to Contractor at the corresponding address below. Contractor shall be obligated to notify Yurok Tribe in writing of any change in his address. Notice of change of address shall be effective only when done in accordance with this Paragraph.

Yurok Tribe's Notice Address:

[tribal contact person]
[tribal department]
Yurok Tribe
190 Klamath Boulevard
Klamath, California 95548
(707) 482-1350

Contractor's Notice Address:

[contractor name]
[contractor business name]
[contractor address]
[(xxx) xxx-xxxx]

25. **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of Contractor's engagement by Yurok Tribe. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Contractor, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of Yurok Tribe, now or in the future, apply to



Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

26. **Amendments; Waivers.** This Agreement may not be amended except by an instrument in writing, signed by each of the Parties. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

27. **Assignment; Successors and Assigns.** Neither Yurok Tribe nor Contractor shall assign any rights or obligations under this Agreement.

28. **Severability.** If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect, however, nothing in this section shall be construed to waive the Yurok Tribe's sovereign immunity.

29. **Account Number.** Payment for services rendered by Contractor shall be made from account number _____.

30. **Dispute Resolution.** In the event of any dispute between the Parties, Contractor will not stop work but will continue to diligently complete the Project in the manner directed by the Yurok Tribe. The Parties agree that any and all actions which may arise from or out of this dispute that cannot be amicably resolved shall be adjudicated in Yurok Tribal Court. This Agreement shall be governed by and construed in accordance with the law of the Yurok Tribe.

31. **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

32. **Contractor Acknowledgment.** Contractor acknowledges that Contractor has read and understands this agreement and has had the opportunity to consult legal counsel in regard to this Agreement. Contractor further acknowledges that Contractor has entered into it freely and voluntarily and based on Contractor's own judgment and not on any representations or promises other than those contained in this Agreement and further agrees to



submit to the jurisdiction of the Yurok Tribal Court for all actions arising out of this Agreement.

The Parties have duly executed this Agreement as of the date first written above.

(contractor name)
(contractor business name)

YUROK TRIBE

(department manager name)
(Tribal Department)

Thomas O'Rourke, Sr., Chair
Yurok Tribe

