

AMENDED STANDARD SERVICE AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 2006 by and between the **RAVEN TRADITIONAL COUNCIL** and _____ (hereinafter referred to as "**Contractor**").

WITNESSETH:

Raven Traditional Council intends to award the **Contractor** for providing the necessary contractual services to **Raven Traditional Council** and/or its **Raven community**.

The **Contractor** agrees to abide by all the rules, regulations, and ordinances of **Raven Traditional Council**.

The Contractor agrees to submit to the Federally recognized Tribe's system of Traditional Justice system which consists of a review by the Tribal Council, appeal to the Traditional Elders council on application of values to the facts, and final appeal to the community qaseguluk on the basis of application of modern facts to traditional values.

Furthermore, if found responsible above, the staff will assess costs and the Contractor hereby consents to pay for all the fines, collection costs, legal fees, and can include shipping costs (either by barge or plane) if equipment is left behind for providing the services on this agreement pursuant to the following schedule:

Violators of any provision of this Contract shall be penalized as follows:

- 1st offence: \$50.00 or community service cleaning up the mess of the violator.
(Contractor only - \$5,000.00 plus pay for any equipment freight if it is left behind) (Outside company - \$25,000.00 fine)
- 2nd offence: \$75.00 or community service cleaning up the mess of the violator.
(Contractor only - \$10,000.00) (Outside company - \$50,000.00 fine)
- 3rd offence: \$100.00 or community service cleaning up the mess of the violator.
(Contractor only - \$15,000.00) (Outside company - \$75,000.00 fine)

Conformance with Traditional Values and respect for the environment. The Tribal Council enforces the following values: protection of the sustainability of the environment, ensuring that our subsistence resources and way of life will continue for the next seven generation, respect for the health of elders and the welfare of our youth. Examples of applying these values include but are not limited to: hazardous waste, toxics and construction debris, including broken equipment, cannot be left in the village, waste may only be disposed in the place and manner approved by the tribe.

Before the work begins, contractor must sign an agreement to pay for shipping costs to send the equipment back to where they got it from. **If agreement is not signed**, company will be referred to as **outside company**.

NOW, THEREAFTER, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

Article I. GENERAL

- A. SCOPE OF WORK:** This is an Agreement entered into to obtain (may attach paper explaining work)

_____ for the **Raven Traditional Council**, and/or its **Raven community**.

- B. LOCATION OF WORK:** The Project is located within the area governed by the **Raven Traditional Council**.

Article II. CONTRACTOR'S SERVICES

- A. Contractor** agrees to provide all Basic Services as set forth and specifically made a part hereof by reference **Scope of Work**.

Article III. TIME

- A. COMMENCEMENT OF SERVICES:** **Contractor's** services shall commence the date it was signed and be effective and executed same day.
- B. EXPIRATION OF SERVICES:** This Agreement shall be effective the day it was signed by both parties and end only if **Contractor** fulfills its part on the agreement.

Article IV. TERMINATION

- A.** This Agreement may be terminated by fulfilling the **agreed contract for service, has no fines to pay to Raven Traditional Council, includes no collection fees, and has left no equipment** in old and new Raven site. If one of terms is unsatisfactory, termination will not take effect until all of the terms are satisfactory condition. In addition, the **Raven Traditional Council** may terminate the Agreement in its discretion at any time on 30 day(s) written notice to the **Contractor**. In the event of such termination the **Contractor** shall be compensated for work performed prior to the termination date, including Reimbursable Expenses then due.

Article V. DISPUTES

- A. In the event of any dispute arising under this Agreement, as a condition precedent of any action being initiated by the **Contractor**, the **Contractor** shall submit to the **Raven Traditional Council**, within 30 day(s) of the date of the event giving rise to the dispute, a written statement of the **Contractor's** claim which shall include a full description of the basis for said claim, its amount, and the contract provision(s) relied upon.

Article VI. CHANGES

- A. The **Raven Traditional Council** retains the right to make additions or deletions to the scope of the services hereunder and the compensation to be paid to **Contractor** shall be adjusted accordingly, at the request of the **Raven Traditional Council**, the **Contractor** shall prepare a written amendment, change, together with such supporting data as necessary to reflect the manner in which any change is compensation has been calculated. In the event of dispute between the parties as to the appropriate adjustment to compensation, the **Contractor** shall proceed with the work as ordered by the **Raven Traditional Council** and any thereafter submit its claim through the disputes procedures specified here.

Article VII. NOTICES

- A. All notices required or permitted under this Agreement shall be delivered as stated hereunder. Notice shall be deemed complete upon mailing.

Article VIII. SUCCESSORS AND ASSIGNS

- A. The **Raven Traditional Council** and the **Contractor** each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The **Contractor** shall not assign, sublet or transfer any interest in this Agreement of obligation hereunder without the written consent of the **Raven Traditional Council**.

Article IX. EMPLOYEES AND CONSULTANTS

- A. The work required under this Contract will be performed by the **Contractor**, its employees and consultants. The **Contractor** shall have the sole right to designate which of its employees shall perform the services required to be performed under this Standard Service Agreement. ***All such persons or entities become under the jurisdiction of the Tribe and the Contractor continues to be liable for all of their actions and responsibilities.***

B. The **Raven Traditional Council** retains the right to approve or reject the use of any sub-consultant. The **Contractor** will notify the **Raven Traditional Council** in writing of the **Contractor's** intent to employ a sub-consultant. The **Raven Traditional Council** shall notify the **Contractor** if it rejects the proposed employment. Otherwise, the **Contractor** shall proceed with the employment of the sub-consultant as proposed.

Article X. INTEGRATION

A. This Agreement represents the entire integrated agreement between the **Raven Traditional Council** and the **Contractor** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **Raven Traditional Council** and the **Contractor**.

Article XI. INDEPENDENT CONTRACTOR

A. The parties intend that the relation between them created by this Agreement is that of employer-independent **Contractor**. **Contractor** will be solely and entirely responsible for his acts and those of his agents, employees, and sub-**Contractors**. If contractor hired employee(s) from Raven, Raven employee(s) is responsible for his own actions.

RAVEN TRADITIONAL COUNCIL

CONTRACTOR

Sign: _____

Sign: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Sign: _____

Sign: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax ID number

Tax ID, Business license or Social Security # *

IRS # 92-0000000

***PLEASE NOTE:**

Alaska Statute 23.20.265 states that, "If you are an employer, and you contract work to another employer, it is your responsibility to be sure that the employer has paid all Employment Security Taxes before you make payment to that employer.:"