

**[DRAFT SSA FOR SOUTHEAST ISLAND SCHOOL DISTRICT (SISD)]**

**CENTRAL COUNCIL OF TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA**

**STANDARD SERVICE AGREEMENT**

This Agreement (“Agreement”), is entered into the 1st day of January, 2019 (“Effective Date”), by and between the Central Council of Tlingit and Haida Indian Tribes of Alaska (“Tlingit & Haida”) 320 W. Willoughby Ave, Suite 300, Juneau, AK 99801 and Southeast Island School District (SISD) (“Contractor”) PO Box 19569 Sandy Beach Road, Thorne Bay, AK 99919 (individually, “Party” and collectively, “the Parties”).

Indicate below whether Contractor is a small, minority owned or women owned business.

<input type="checkbox"/> Small business	<input type="checkbox"/> Minority owned business	<input type="checkbox"/> Women owned business
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**Recitals:**

**Whereas**, Tlingit & Haida desires to contract for the provision of services to provide comprehensive program for Alaska Native communities serving Tlingit and Haida students to support their developmental ecologies, academic achievement, cultural values practices and preservation and teach resiliency;

**Whereas**, the Contractor has represented that it is capable of providing the necessary contractual services desired by Tlingit & Haida;

**Now Therefore:** in consideration of the mutual promises of the parties contained in this Agreement and described below, the Parties agree as follows:

**1. GENERAL.**

**A. SCOPE OF WORK.** Contractor (SISD/Student Support Card Supervisor) agrees to provide the following services:

- Allow a 0.25 staff person, reimbursed by ASTRIDE funding, to serve as the project’s Local Student Resiliency leader; duties are outlined in the Local Leader Position Description
- Coordinate and support applicable staff to attend Professional Development trainings to: plan quarterly review meetings with participating students; improve their progress monitoring, communications and connections with students they work with; and, more effectively support students to understand how their developmental ecology and academic work relate to the student’s academic and other life goals
- Time and support for school staff to receive training, such as during in-services and at multi-partner, off-site trainings

- Encourage applicable staff and community members (example: working in education and behavioral /mental health) to attend project-related trainings and activities
- Encourage students and staff to attend project-related events and activities including, but not limited to Phlight Clubs, cultural values alignment sessions, connecting activities, etc., as applicable
- As an LEA experienced in delivering ANE grants, SISD will support Central Council in implementing, delivering and managing the ASTRIDE project as the applicant and fiscal agent and provide AMY McDonald as the main contact in supporting Central Council.

**B. LOCATION OF WORK. Southeast Alaska and Prince of Wales –Thorne Bay Alaska.**

**2. SCHEDULE.** Contractor shall provide services on the following schedule:

<b>Month</b>	<b>Timelines, continuous Improvement and Milestones</b>	<b>Responsible Partners</b>
<b>Jan 2019</b>	Identify staff and partners of award, set-up joint meetings, and secure contracts, procure related office and computer and other supplies and begin developing instruments for evaluation.	Project Director (PD), Project Coordinator (PC) & Project/Partner Leaders (PL)
	Identify member for the Advisory Team (AT) and conduct first AT meeting.	PD, PC, Superintendents, Project/Partner Leaders, support from Brightways Learning (BL) and External Evaluator (EE)
	Identify elementary, middle and high school students, using school calendars set definite timelines staff development and student activities Phlight Clubs, Kaleidoscope Lessons, etc.)	PD, Project/Partner Leaders/staff, support from Brightways Learning (BL) and External Evaluator (EE)
	<b>Begin</b> Professional Development for staff and community training for the full implementation of the Phlight Culbs, Kaleidoscope Academies, Student Support Card and PRISM/Kaleidoscope lessons. <b>Begin</b>	Advisory Team (AT), EE and Project/Partner Leaders/staff

	Cultural & Resiliency Trainings for staff, parents and community.	
	AT meetings in communication with EE; Review progress and implementation status.	Project/Partner Leaders/staff and Advisory Team
<b>Feb 2019</b>	Second Professional Development, courseware utilization and cultural curriculum. Motivational Sessions by Alyssa London and AT meeting with evaluator for process evaluation – Annual Performance Report (APR) is completed.	Project/Partner Leaders/staff and AT
<b>Mar 2019</b>	Review APR, Reports and Student Support Card and assessments. Continues with PC, KA, PRISM/Kaleidoscope Lessons	Project/Partner Leaders/staff, AT
<b>Apr 2019</b>	Joint meeting of ASTRIDE AT and Regional Leaders. Debrief on YR1 implementation and collect data; discuss considerations for implementation next year. Continue with Phlight Clubs, Kaleidoscope Academies, PRISM/Kaleidoscope Lessons	PD, all Project/Partner Leaders/staff, AT, EE and other partner participants
<b>May 2019</b>	Continue all programs and AT meeting with EE for process and summative evaluation data collection/review; 3 <sup>rd</sup> Quarterly update report on implementation timelines and programmatic review.	PD, Project Coordinator (PD), all Project/Partner Leaders/staff, AT, EE and other partner participants
<b>June 2019</b>	Summer Adult Phlight Clubs for staff, parents, and community. Culture Camp / Resiliency PD for Staff, community members: Begin developing Teacher assessment.	Project/Partner Leaders/ Staff, AT, PC
<b>Aug 2019</b>	Identify elementary, middle and high school students	Project/Partner Leaders/staff
<b>Sept 2019</b>	Inform partners and staff of award, employ grant personnel. Identify and secure members for Advisory Team (AT).	Project Director (PD), Project Coordinator (PC) & Project/Partner Leaders/staff

<b>Oct 2019</b>	Begin development of instruments for evaluation (surveys, PD evaluations and training)	PD, PC & Superintendents, Project/Partner Leaders, with support from Brightways Learning (BL0 External Evaluator (EE)**
<b>Nov 2019</b>	Identification of elementary, middle school and high school students for potential participation in activities. Using school calendars set definite timelines for staff development and student activities (Phlight Clubs, Kaleidoscope Lessons, ect.)	Project/Partner Leaders/staff and Advisory Team (AT)
<b>Dec 2019</b>	Begin Staff and Community Training, Phlight Clubs, Kaleidoscope Academies and PRISM/Kaleidoscope Lessons. Begin Cultural & Resiliency Trainings for Staff, Parents and Community. AT Meeting to monitor implementation progress,- Quarterly update report on implementation timelines	Project/Partner Leaders/staff and Advisory Team and other project participants
<b>Annually</b>	Cycle begins again for program implementation and review. Modifications to project are made based on APR review	PD, PC Project/Partner Leaders/staff, AT, EE

3. **TERM.** The Term of this Agreement begins on January 1, 2019 and terminates on December 31, 2021 unless extended by written agreement of the Parties.

4. **COMPENSATION.**

A. Tlingit & Haida agrees to compensate Contractor for the services provided under this Agreement, as follows: **For Student Support Card Supervisor, Amy McDonald, cost of services are based on approximately 0.33 FTE@\$84,000 + 38% fringe benefits: in YR1 \$38,254 and YR2 \$38,254 plus 3% increase in YR3: \$39,402; Management Team & Staff Training meetings/travel annual average: \$1800.00; Annual Cultural Activity Supplies: \$1500.00/partner; Annual Phlight Club Training events average: \$1800.00 Not to exceed: \$ 41,600.00.**

[ALL activities To Be Determined on an annual basis.]

**B.** Payment shall be made upon Tlingit & Haida's approval of Contractor's monthly invoices. Contractor's invoices must detail the work performed during the preceding month and estimate the percentage of work accomplished to date. Central Council shall make payment to Contractor at the address specified above.

#### **STANDARD TERMS**

- 5. TERMINATION.** The obligation to provide further services under this Agreement may be terminated:
  - A.** For cause, by Tlingit & Haida upon **5** days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party;
  - B.** For convenience, by Tlingit & Haida upon Contractor's receipt of notice from Tlingit & Haida. Convenience shall include circumstances under which Tlingit & Haida's federal funding is not appropriated, is rescinded or otherwise taken away. In the event of termination for convenience, the Contractor shall be compensated for work performed prior to the termination date, including reimbursable expenses then due.
- 6. DISPUTES.** The Parties agree to enter into good faith negotiations to resolve any disputes that arise out of or relate to this Agreement. If disputes cannot be settled through negotiation, the Parties agree to present the disputes to Tlingit & Haida Executive Central Council for resolution. The decision of the Tlingit & Haida Executive Central Council shall be final and binding upon the Parties.
- 7. AMENDMENT.** The terms of this Agreement may be modified or amended only upon the signed, written agreement of both parties.
- 8. NOTICES.** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address listed on page one (1) of this Agreement and given personally, by facsimile, by registered or certified mail postage prepaid, by a commercial courier service or by electronic mail. All notices shall be effective upon the date of **MAILING**.
- 9. SUCCESSORS AND ASSIGNS.** Tlingit & Haida 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, agreements, and obligations of this Agreement. The Contractor shall not assign, sublet or transfer any interest in this Agreement or obligation hereunder without the written consent of Tlingit & Haida.
- 10. EMPLOYEES AND CONSULTANTS.**

**A.** The work required under this Agreement will be performed by the Contractor, its employees, subcontractors 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 Agreement.

**B.** Tlingit & Haida retains the right to approve or reject the use of any subcontractor or sub-consultant. The Contractor will notify Tlingit & Haida in writing of the Contractor's intent to employ a sub-consultant. Tlingit & Haida shall notify the Contractor within ten (10) day(s) if it rejects the proposed employment. Otherwise, the Contractor shall proceed with the employment of the sub-consultant as proposed.

- 11. INDEPENDENT CONTRACTOR.** The parties intend that in performance of services pursuant to this Agreement, Contractor shall act at all times as an independent contractor and not as an employee of Tlingit & Haida. Nothing in this Agreement is intended to create an employer-employee relationship between Tlingit & Haida and Contractor or any of Contractor's employees, officers, owners or agents. Contractor will be solely and entirely responsible for his acts and those of his agents, employees, and sub-Contractors and none of said persons shall be considered employees of Tlingit & Haida for any purpose.
- 12. INDEMNIFICATION.** Contractor agrees to defend, indemnify and hold harmless Tlingit & Haida for any claims, causes of action or liability resulting from the negligence or other acts of Contractor or its employees arising from or relating to the performance of this Agreement.
- 13. SOVEREIGN IMMUNITY.** The Central Council of Tlingit and Haida Indian Tribes of Alaska is a federally recognized Indian tribe and as such possesses sovereign immunity. Neither this Agreement nor any provision in this Agreement is intended to be, shall be deemed to be or may be construed as a waiver of Tlingit & Haida's sovereign immunity. Nothing in this Agreement may be construed to constitute the agreement of Tlingit & Haida to suit in the courts of the State of Alaska.
- 14. GOVERNING LAW.** The validity, interpretation and performance of this Agreement shall be governed by: first, the law of the Central Council of Tlingit and Haida Indian Tribes of Alaska, including traditional tribal law and tribal common law; second, federal law, including federal statutory and common law; and third, in the absence of applicable tribal and federal law, the laws of the State of Alaska, provided, however, that references to the laws of the State of Alaska shall not be construed as an admission or concession by Tlingit & Haida that the State of Alaska or any subdivision or agency thereof has authority to promulgate laws applicable to Tlingit & Haida.
- 15. SEVERABILITY.** Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, who agree that the Agreement shall be amended to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**16. WAIVER.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**17. INTEGRATION.** This Agreement represents the entire integrated agreement between Tlingit & Haida 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 Tlingit & Haida and the Contractor.

**18. RECORDS ACCESS.** As stipulated in the requirements set forth by 2 CFR § 200.336:

Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of Tlingit & Haida which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Tlingit & Haida's personnel for the purpose of interview and discussion related to such documents.

**19. EQUIPMENT.** As stipulated in 2 CFR § 200.313 the following regulations and procedures are in effect for all equipment acquired through grant funds:

**A. Title.** Subject to the obligations and conditions set forth in this section, title to equipment acquired under a grant or subgrant will vest upon acquisition in Tlingit & Haida.

**1.** Equipment must be used by Tlingit & Haida in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and Tlingit & Haida must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(a) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(b) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

**2.** During the time that equipment is used on the project or program for which it was acquired, Tlingit & Haida must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was

originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

3. Notwithstanding the encouragement in §200.307 Program income to earn program income, Tlingit & Haida must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.
4. When acquiring replacement equipment, Tlingit & Haida may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

**B. Management Requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum meet the following requirements:

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation on the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the grantee or sub grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

**C. Disposition.** When original or replacement equipment acquired under grant or sub grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, Tlingit & Haida must request disposition instructions from the



Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

1. Items of equipment with a current per unit fair market value in less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
2. Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by Tlingit & Haida or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit Tlingit and Haida to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
3. In cases where a grantee or sub grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub grantee to take excess and disposition actions.

**D. Federal Equipment.** Title to federally-owned property remains vested in the Federal Government. Tlingit and Haida must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, Tlingit & Haida must report the property to the Federal awarding agency for further Federal agency utilization.

## **20. INTANGIBLE/INTELLECTUAL PROPERTY**

- A.** Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in Tlingit & Haida. The Contractor shall transfer such title to Tlingit & Haida. Tlingit & Haida must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).
- B.** Tlingit & Haida may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so (unless restricted by Tlingit & Haida in the grant agreement).

C. Tlingit & Haida is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.”

D. The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. (unless restricted by Tlingit & Haida in the grant agreement).

**21. MISCELLANEOUS PROVISIONS.** In addition to other provisions required by the Federal agency or Tlingit & Haida, all contracts made by Tlingit & Haida under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (“Councils”) as authorized by 41 U.S.C. 1908, shall include administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(C) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. Tlingit & Haida shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Tlingit & Haida shall report all suspected or reported violations to the Federal awarding agency. The contracts shall also include a provision for compliance with the Copeland “Anti-Kickback” Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Tlingit & Haida shall report all suspected or reported violations to the Federal awarding agency.

(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by Tlingit & Haida in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient shall comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or

otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) Pursuant to 2 CFR §200.322 Procurement of recovered materials. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page one (1).

**CENTRAL COUNCIL OF TLINGIT AND  
HAIDA INDIAN TRIBES OF ALASKA**

**CONTRACTOR**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** President, COO, or CFO Only

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Tax ID # 92-0036505**

**Tax ID, Business License or SSN#**

**PLEASE NOTE: AS 23.20.265 prohibits an employer which contracts with a contractor or subcontractor from making any payment to that contractor or subcontractor for a debt due until the contractor or subcontractor has paid any Employment Security taxes due for personal services performed by individuals employed by the contractor or subcontractor arising out of the contract or subcontract.**