

**CONTRACT BETWEEN SITKA TRIBE OF ALASKA
AND THE CITY AND BOROUGH OF SITKA POLICE DEPARTMENT
FOR DOMESTIC VIOLENCE INVESTIGATOR**

This Contract For Services is made between *City and Borough of Sitka Police Department*, (hereinafter “SPD”), and *Sitka Tribe of Alaska*, a federally recognized Indian Tribe, (hereinafter “Sitka Tribe”).

I. AWARD DETAILS

Funding for this contract has been provided as a subaward to City and Borough of Sitka (DUNS No. 063373831) by US Department of Justice Office on Violence Against Women, Federal Award Number FAIN 2017-TW-AX-0070, awarded to Sitka Tribe October 1, 2017 (total award \$899,604). CFDA Number 16.587.

II. CONTRACT PERIOD

The contract period commences on the date the contract has been signed by all parties and ends on September 30, 2020. The contract may be extended for one year by mutual consent of the parties if funding is available.

II. SCOPE OF WORK

The SPD agrees to designate one or more staff persons to increase investigation and prosecution of crimes involving domestic violence and sexual assault, who would be primarily responsible for investigation, case follow-up and prosecutorial coordination for crimes involving domestic violence and sexual assault. The SPD’s primary responsibilities are:

- Monitoring and reviewing the domestic violence related cases reported to SPD
- Responding to serious felony domestic violence cases
- Tracking and monitoring compliance for Domestic Violence Protective Orders for the Sitka area
- Educating victims and providing referrals for coordination of services for domestic violence victims and their children for the Sitka area
- Tracking and monitoring the probation conditions of unsupervised misdemeanor and felony domestic violence offenders
- Assisting with the follow-up needs on at least 75% of domestic violence cases as funding and workload permit
- Following the progress of prosecution and assisting the District Attorney with additional follow-up requests
- Serving on an advisory committee with representatives from Sitka Tribe of Alaska and Sitkans Against Family Violence

- Developing and facilitating specialized training on Stalking, Strangulation, and Safety Planning for law enforcement, advocates, medical personnel, and other victim service agencies
- Collaborating with Sitka Tribe of Alaska and Sitkans Against Family Violence to create a sexual assault response team

III. POINT OF CONTACT AT SITKA TRIBE

The SPD's point of contact with Sitka Tribe is Alicia Gassman, General Manager, or in her absence, Melonie Boord, Social Services Director. All verbal or written communications regarding this contract should be made through this point of contact at Sitka Tribe. The designated point of contact is for communication purposes only. Any amendments to the contract must be approved by the signatory to this contract.

IV. METHOD OF PAYMENT

The SPD will be paid a maximum of \$249,600 for salary and benefits for an investigator and \$8,310 for OVW-allowed training and travel based on expenditures.

Sitka Tribe will pay the SPD by check upon receipt of a monthly invoice reflecting a detailed description of work performed during the period. No other compensation will be paid to the SPD.

V. SCHEDULED PAYMENT

Sitka Tribe will pay the SPD by check within thirty (30) days of receiving the SPD's invoices.

VII. RELATIONSHIP OF THE PARTIES

Under the terms of this contract, the SPD is an independent contractor. The provisions of this contract do not create, and shall not be construed to create, any relationship between the parties other than that of independent parties contracting with each other solely for the purpose of effecting the provisions of this contract. Neither party is the agent, employee, or representative of the other. The SPD is also responsible for health or accident insurance, any business license fees, liability or property damage insurance, professional insurance and all federal, state and local taxes associated with completing the provisions of this contract. Because the SPD is not an employee of Sitka Tribe, Sitka Tribe will not withhold income tax, make Social Security payments, pay unemployment benefits, provide workers compensation insurance, or pay any taxes for or on behalf of the SPD.

SPD shall provide Sitka Tribe of Alaska a copy of their Worker's Compensation Insurance Coverage Certificate upon signing of this contract.

VIII. MODIFICATION

This contract is the entire understanding between the parties with respect to the subject matter of this contract and may only be modified by executing a written addendum to this contract or a new written contract.

IX. NO ASSIGNMENT CLAUSE

This contract for services shall not be assigned or subcontracted to any other person or entity without the prior written consent of Sitka Tribe and the SPD.

X. TERMINATION OF THE CONTRACT

Notwithstanding anything in this contract to the contrary, Sitka Tribe may terminate this contract for cause upon seven days written notice to the SPD if the SPD has not performed in accordance with this contract. In the event of such termination initiated by STA, no compensation will be paid unless the services rendered are deemed sufficient for the purposes of this agreement.

Notwithstanding anything in this contract to the contrary, either party may terminate this contract, in whole or in part, upon ninety days written notice to the other party. In the event of such termination initiated by STA, SPD will be paid for all work performed up until the date the termination is effective, which shall be no less than ninety days.

XI. CONFIDENTIALITY

The SPD shall hold any information made available by Sitka Tribe pursuant to the provisions of this contract in strict confidence. The SPD shall also keep confidential any information acquired pursuant to the provisions of this contract.

XII. LIABILITY

The SPD agrees to fully defend, indemnify and hold harmless Sitka Tribe and its officers, employees and agents, from and against every claim, demand, or cause of action, and any liability, cost or expense (including but not limited to attorney's fees), arising out of, or incidental to, any act, omission, or negligence of the SPD.

XIII. SPD'S AND SITKA TRIBE REPRESENTATIONS

The SPD warrants and represents that it is qualified to perform the provisions of this contract and has obtained business licenses, permits or governmental approvals, or professional licenses required for the performance of this contract. SPD shall abide by the requirements of the grant award, including but not limited to compliance with the following federal laws and regulations:

- a. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- b. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- c. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- e. All applicable restrictions on the use of federal funds set out in federal appropriations statutes, including 2 C.F.R. 200.
- f. All applicable provisions of 41 U.S.C. 4712, which prohibits reprisals against employees for disclosure of information relating to gross mismanagement or violation of law relating to a federal grant.
- g. E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- h. The information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- i. Sitka Tribe warrants and represents that it is qualified to perform the provisions of this contract and has obtained business licenses, permits or governmental approvals, or professional licenses required for the performance of this contract. Sitka Tribe shall abide by the requirements of the grant award. To the extent that costs are disallowed by the granting agency and/or Sitka Tribe is required to repay grant funds as a result of an audit, Sitka Tribe shall indemnify and hold SPD harmless if SPD was fully compliant with grant requirements and applicable Federal law.

XV. ACCESS TO RECORDS AND RECORDS RETENTION

SPD shall provide access to Sitka Tribe, Department of Justice Office of Violence Against Women, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the SPD as necessary to meet the requirements of 2 C.F.R. §§ 200.330, 331, and federal and tribal audit requirements for the purpose of making audit, examination, excerpts, and transcriptions. Such access shall not include access to confidential police records, including personally identifiable information, reports about specific cases, or investigatory reports.

SPD is responsible for retention of all required records related to this contract for three years after the contract term, or longer if requested by Sitka Tribe.

XVII. NO OBLIGATION TO FEDERAL GOVERNMENT

Sitka Tribe and SPD acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Sitka Tribe or SPD, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

XVIII. PROHIBITION ON USE OF FUNDS FOR LOBBYING

No funding made available under this contract may be used by SPD, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express approval by Sitka Tribe and the federal granting agency. Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB circulars.

XIX. FALSE CLAIMS ACT

False statements or claims made in connection with this contract may result in fines, imprisonment, and debarment from participating in federal grants or contracts, and/or other remedy available by law. Sitka Tribe will notify any potential fraud, waste, abuse, or misconduct to the appropriate federal official.

XX. DISPUTE RESOLUTION

Sitka Tribe of Alaska is a federally recognized Indian Tribe that possesses sovereign immunity from suit. Nothing in this contract shall be construed to be a waiver of sovereign immunity by Sitka Tribe except to the limited extent necessary to permit SPD to pursue a dispute resolution mechanism permitted under this contract or to seek judicial review to enforce any binding decision or award issued in accordance with such dispute resolution mechanisms. Sovereign immunity is not waived as to any employee, Tribal Council member, or agent of Sitka Tribe, and Sitka Tribe hereby specifically reserves and retains its sovereign immunity, and all rights and privileges pertaining thereto except to the limited extent expressly stated in this Section and subject to the following specific conditions:

- A. The limited waiver of sovereign immunity by Sitka Tribe of Alaska is solely for the purpose of dispute resolution and is granted only to the City and Borough of Sitka and shall not be extended to any third party;

- B. The limited waiver of sovereign immunity will apply only to contractual claims arising out of or under this contract with City and Borough of Sitka and does not apply to any non-contractual claims or to claims under any other agreement between the parties. Furthermore, nothing contained in the limited waiver of sovereign immunity shall be construed to create a contractual relationship with or a cause of action in favor of any third party against Sitka Tribe of Alaska other than claims which might be asserted by City and Borough of Sitka;
- C. The limited waiver of sovereign immunity shall be effective as of the date of the contract with City and Borough of Sitka and shall continue until the completion, expiration, termination, or cancellation of that contract, plus the expiration of the statute of limitations on any cause of action or claim arising directly out of the contract except that the limited waiver of sovereign immunity shall remain effective for any dispute resolution proceeding then pending and until the conclusion of any enforcement action therefrom in court;
- D. An award from any dispute resolution proceeding or in court shall be limited to actual damages and shall not exceed the contract price specified in Section IV of this contract with City and Borough of Sitka; and
- E. Any enforcement or execution of an order or judgment in connection with enforcement of the contract with City and Borough of Sitka may be satisfied only from Sitka Tribe of Alaska's monetary funds. Nothing in this limited waiver of immunity shall be construed as a waiver or consent to the levy of any judgment, lien, attachment or encumbrance upon any other funds, assets or income or any real property or interest in any real property of Sitka Tribe of Alaska, whether held in trust for the benefit of Sitka Tribe of Alaska by the United States, as restricted fee land or in fee simple.

IN WITNESS WHEREOF, the parties have executed this contract for services on the last date of the signatures provided below.

KathyHope Erickson
Tribal Chairman
Sitka Tribe of Alaska

Keith Brady
Administrator
City and Borough of Sitka

DATED: _____

DATED: _____