

**PERSONAL SERVICES CONTRACT
BETWEEN
THE SPOKANE TRIBE OF INDIANS
AND
EES Consulting, Inc**

This agreement is entered into on the Spokane Indian Reservation in Wellpinit, Washington, this 12th day of May 2006, between the Spokane Tribe of Indians and EES Consulting, Inc. (EESC), for the purpose of providing analysis of Toe-width data on the Spokane Indian Reservation.

ARTICLE 1: PARTY REPRESENTATIVES AND CONTRACT DOCUMENTS

1.01 The party representatives for purposes of this contract shall be as follows:

TRIBE: Debbie Wulff, Acting Executive Director
Spokane Tribe of Indians
P.O. Box 100
Wellpinit, WA 99040

Service Provider: Pete Rittmueller
EES Consulting, Inc.
1155 N. State St. # 700
Bellingham, WA 98225
360-734-5915

*Technical Contact: Brian Crossley
(509) 258-9042 (x20)*

WA UBI# 601-744-923 Fed Id 91-1739563

1.02 The contract document consists of this written agreement and all documents referenced herein and attached hereto.

ARTICLE 2: SERVICES TO BE PERFORMED BY PROVIDER

The service provider, EESC; is retained because of its knowledge, reliability, confidentiality, pricing, and customer service. The service provider, EESC; agrees under this contract and according to the posted RFP, to provide the following services, analysis and short report of Toe-width field data of Little Chamokane and Spring Creek.

2.01. Services will not exceed \$4,000.00 without a written agreement between both parties 30 days prior to contract expiration.

2.02. The service provider, EESC will perform these services on and off the Spokane Indian Reservation.

2.03. The term of this contract shall be from the date of signature plus 130 days, unless extended or sooner terminated pursuant to the terms of this contract.

2.04. Service provider, EESC enters into this agreement, and remains throughout the term of this agreement an independent business owner and not an employee of the Spokane Tribe of

Indians. Service provider, EESC; is not entitled to the rights or benefits afforded to Tribes employees, including but not limited to disability or unemployment insurance, workers compensation, medical insurance, sick leave, or any other employment benefit. Service provider, EESC; is responsible for providing, at his/her expense, employers taxes, applicable workers compensation and unemployment insurance, appropriate liability insurance, and applicable licenses for his/her type of business.

ARTICLE 3: COMPENSATION

3.01. Service provider, EESC; will submit a separate invoice to the accounts payable department for an amount not to exceed \$4,000.00.

ARTICLE 4: EXPENSES

4.01. In connection with the services to be performed for Tribe under this contract, the service provider, EESC; will be responsible for it's expense, travel and all associated costs for the fulfillment of this contract.

ARTICLE 5: GENERAL PROVISIONS

5.01. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the terms of this agreement. Each party to this agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone dealing on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this agreement shall be valid as between the signing parties.

5.02. Modifications: Any modification of this agreement will be effective only if it is in writing and signed by both parties.

5.03. Waiver: The failure of either party to insist on strict compliance with any terms, covenants, or conditions of this agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power of all and or any other times. Nothing in this agreement shall be construed to waive the Tribes sovereign immunity from suit.

5.04. Partial Invalidity: If any provision in this agreement is held by Tribal Court to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

5.05. Governing Law: This agreement shall be governed by the Laws of the Spokane Tribe of Indians. The proper forum is the Spokane Tribal Court.

5.06. Attorneys Fees. If any legal action is commenced or necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

5.07. Termination. Either party may terminate this contract at any time, without cause upon providing the other party thirty (30) days written notice, or with cause upon providing the other party one (1) day written notice, or by mutual agreement.


5.08. Severability. The illegality or unenforceability of any word, phrase, or provision of the contract shall not in any way affect or impair the legality or enforceability of the remaining words, phrases, or provisions of the contract.

SPOKANE TRIBE OF INDIANS:



EXECUTIVE DIRETOR

5-18-06
DATE



SERVICE PROVIDER

6-2-06
DATE