

Water/Wastewater  
 Programs

MEMORANDUM OF AGREEMENT

January 5, 2017

Tanana Chief's Conference (TCC) has requested that University of Alaska Southeast (UAS) provide instructional services for the workshop(s) as defined below.

**Workshop:** Water Treatment & Distribution System  
 Operator Training (Provisional Level 1)

**Location:** Fairbanks, Alaska

**Date:** Mar 26 – 30, 2017

**Time:** Monday - Thursday, 8:00 am - 5:00 PM

**UAS Water/Wastewater Programs will provide:**

- Instructor for 4-day workshop
- Curriculum, PowerPoint presentation, handouts
- Course agenda, pencils, and miscellaneous materials
- Evaluation forms and certificates for Continuing Education Units

<sup>TCC</sup>  
~~ARWA~~ will provide:

- Fee to UAS:
 

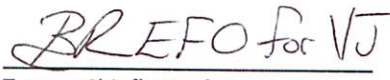
Instructor Fee:	\$	3,864
Airfare:	\$	600
Hotel:	\$	674
Per Diem:	\$	458
Ground Trans:	\$	222
Supplies:	\$	75
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Subtotal:	\$	5,893
UAS Admin Fee:	\$	589
<b>Total Cost:</b>	<b>\$</b>	<b>6,482</b>

- Student manual for each attendee (*Introduction to Small Wastewater Systems*, 3<sup>rd</sup> Ed 2007)
- Classroom space appropriate for number of attendees
- Provide break refreshments during the workshop (if possible)
- Arrange for certification exams with DEC.

Rescheduling the date and/or times of the workshop, if required, will be by mutual agreement of each party. If workshop is canceled within 15 days of the scheduled date, <sup>TCC</sup>ARWA will reimburse UAS for cost incurred (airfare, deposits, etc).

  
 Timothy J. Anderson  
 Program Manager

Jan 5, 2017  
 Date

 1/8/17  
 Tanana Chief's Conference Date

  
 Jill Hanson, Manager  
 Sitka Community Education

9 Jan 17  
 Date

\_\_\_\_\_  
 Roxanna K Felkl, Director  
 UAS Budget, Grants and Contracts Date

# Services Contract

(not for procuring equipment, supplies, property, construction, repair, or leasing)

Tanana  
Chiefs  
Conference

This contract is between Dena' Nena' Henash, d/b/a Tanana Chiefs Conference, an Alaska nonprofit corporation (TCC), 122 First Avenue, Suite 600, Fairbanks AK 99701, and University of Alaska Southeast (UAS) (Contractor), at address 1332 Seward Avenue, Sitka, AK 99835.

**1. Scope of Services to be Performed By Contractor ("the Services").** This contract is between TCC and Contractor to

Provide: 4-day classroom training for water operators to take Water Treatment and Water Distribution Provisional Level State Certification Exams.

**2. Management.** The TCC Office of Environmental Health (OEH) Department will manage this contract for TCC. Timothy Anderson will manage this contract for Contractor. If a party changes its contract manager then the party will promptly notify the other in writing of the change.

**3. Term of Contract.** Subject to Section 9, the Services will start on 3/26/17 and end on 3/30/17 unless modified by written agreement signed by both parties.

**4. Payment.** Contractor will be paid 4 days instruction, airfare, hotel, per diem, ground transportation, supplies, and administrative fee.

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The total value of this contract is not to exceed \$ 6,482.

Upon receipt of a properly prepared invoice, payment will be made no later than 30 (thirty) days after TCC determines that the Scope of Services agreed upon is being adhered to, satisfactory progress made, and Contractor has furnished TCC with Contractor's taxpayer identification number and all required documents.

Note:

- a. the Contractor is responsible to arrange its own travel,
- b. TCC will only reimburse reasonable, coach class airfare and the receipt(s) must be attached to the Contractor's invoice,
- c. [\*if applicable\*] the per diem rate is \$\_\_\_\_\_per day. Contractor shall include any per diem payable on its invoice,
- d. [\*if applicable\*] the travel time rate is \$\_\_\_\_\_per hour. Contractor shall include any travel time payable on its invoice,
- e. [\*if applicable\*] other travel expenses to be reimbursed are:  
\_\_\_\_\_. Contractor shall include any travel expenses to be reimbursed on its invoice,
- f. there will be no advance payment to Contractor of the above items unless otherwise mutually agreed in writing. If payable, they must be invoiced by Contractor.

**5. Insurance and Indemnification by Contractor.** Before starting performance of the Services, Contractor will provide to TCC proof of all insurance required or customary in connection with the Services or for the type of work, including workers' compensation insurance, in amounts acceptable to TCC. Except for claims arising out of acts caused by the sole negligence of TCC or its employees, Contractor shall indemnify and hold harmless TCC, its employees, agents, officers, and directors for any claims arising out of an act or omission of any nature whatsoever of the Contractor, or its employees, causing damage to any person or property in the performance of this contract.

**6. Native Hire.** If this contract involves a federal program or if the State of Alaska is acting under congressional delegation of federal trust authority then Contractor will provide employment preference for Native Americans in activities under this contract under Public Law 93-638 and other applicable laws. Contractor shall list all job solicitations for work under this contract with the TCC Human Resources Department. This provision shall not apply to Contractor's employees hired before the effective date of this contract.

**7. Compliance.** Contractor agrees to comply with all applicable federal and state laws, orders and regulations including, but not limited to, Executive Order 11246, as amended, and the regulations at 41 CFR 60-1 through 60-60, and 36 United States Code (USC)

§2012, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and §503 of the Rehabilitation Act of 1973, as amended, and the requirements listed at 41 CFR 60-741, the VETS-100 reporting requirement listed at 41 CFR 61-250.10, and any applicable criminal history or background check requirements.

**8. Records and Retention.** Contractor will provide TCC, the Comptroller General of the United States, and any federal or state grantor agency that contributed any portion of the contract funding, access to any books, documents, papers, and records of Contractor related to the contract for the purpose of making audits, examinations, excerpts and transcriptions. Contractor agrees to maintain all such records for at least 3 (three) years from the date when final contract payment is made by TCC to Contractor.

**9. Termination.** Either party may terminate this contract without cause upon 15 days' prior written notice to the other party. If TCC terminates this contract without cause, Contractor shall be paid for the percentage of total work under the contract satisfactorily completed, less advances. TCC may terminate this contract immediately for a breach, non-performance or material non-compliance. If TCC terminates this contract because of breach, non-performance, or material non-compliance with the terms of this contract or Contractor terminates this contract for a reason other than a breach by TCC, Contractor shall be liable to TCC for damages equal to the difference between the contract price and cost to TCC to complete the work.

**10. Privacy and Confidentiality.** TCC is required to safeguard the privacy of its clients and to protect their rights to confidentiality. Federal or state privacy or confidentiality laws and regulations protect certain information including a client's identity or presence for purposes of treatment. Contractor is responsible to apprise itself of and abide by the provisions of all federal or state laws and regulations that may apply including, but not necessarily limited to, the Alcohol and Other Drug Confidentiality Rule, 42 CFR Part 2, and the Health Insurance Portability and Accountability Act Privacy Rule, 45 CFR Sections 160 and 164, and to preserve and safeguard the privacy and confidentiality of TCC clients. Contractor shall not disclose the identity of any TCC client or share any information or observations regarding any TCC client. Contractor shall keep confidential all information about any TCC employee learned in connection with this contract or performance of the Services. Contractor shall hold all information made available by TCC to Contractor in strict confidence. If Contractor has any questions regarding matters of privacy or confidentiality, Contractor is to contact the TCC contract manager.

**11. Independent Contractor.** Contractor is an independent contractor, not an employee of TCC. Contractor shall possess a valid, current Alaska business license and City of Fairbanks business license, if applicable, and such other permits and licenses required to perform the work required by this contract. Contractor is solely responsible for all taxes, employee withholdings, workers' compensation insurance, and unemployment insurance.

**12. Expenses.** TCC and Contractor will each pay for the negotiation and performance of their respective obligations under this contract.

**13. Prohibition on Subcontracting and Assignment.** Contractor agrees not to subcontract to any extent the Services without the prior written consent of TCC. Neither party may assign its rights, interests or obligations under this contract without the prior written consent of the other party.

**14. Disclosure of Potential Conflicts of Interest.** Before signing this contract, Contractor agrees to disclose to the TCC contract manager any relationship that may be a potential conflict of interest related to the performance of the Services. A potential conflict of interest includes, but is not limited to, Contractor being related within the third degree of blood relationship to an employee of TCC, Contractor having an existing financial interest with TCC, or Contractor having an existing financial interest with any person involved in the signing of this contract. By signing this contract, Contractor represents and warrants that it has made all required disclosures to TCC. Any breach of this Section will be considered a material breach of this contract.

**15. Contractor's Representations.** Contractor represents and warrants that Contractor is qualified to perform the Scope of Services outlined in Section 1, and has obtained all professional licenses, business licenses, permits, or governmental approvals necessary for performance of the Services.

**16. Debarment and Suspension Certification.** Contractor certifies that neither it nor its principals are listed on the Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension."

**17. Equal Employment Opportunity.** Subject to Section 6, Contractor will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 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."

**18. Anti-Lobbying Certification.** (This provision applies if the contract amount exceeds \$100,000). Contractor agrees that it has not and will not use 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 the awarding of any Federal contract, grant, or any other award covered by 31 USC §1352.

**19. Clean Air Act and Federal Water Pollution Control Act Certification.** (This provision may apply if the contract amount exceeds \$100,000). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act as amended (33 USC §1251 et seq.).

**20. Rights to Inventions Made Certification.** (This provision is applicable if the contract is for the performance of experimental, developmental, or research work). Contractor agrees that the Federal Government and TCC shall have all rights to any resulting invention in accordance with 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.

**21. Severability.** If any provision of this contract is held invalid, such provision is ineffective only to the extent prohibited or invalidated by law, without invalidating the remaining provisions of this contract.

**22. Complete Contract.** This contract, together with any attachments or other documents expressly referenced, comprises the complete agreement between the parties and supersedes any prior understandings, contracts or representations by or between the parties.

**23. Counterparts.** This contract may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

**24. Governing Law and Forum.** The internal law of the State of Alaska, without regard to conflicts of laws principles, governs the construction, validity, interpretation, and performance of this contract. Any claim under this contract shall be filed in the courts of the State of Alaska, Fourth Judicial District at Fairbanks.

25. **Headings.** Headings in this contract are used for reading convenience only.

26. **Amendment and Waiver.** This contract may not be amended or waived except by a writing signed by both parties. No course of dealing will amend or waive any part of this contract.

27. **Notices.** All notices, demands and other communications to be given under this contract will be in writing and will be deemed to have been given when personally delivered or 3 (three) days after being mailed by first class mail, or when receipt is acknowledged if sent by fax or other electronic transmission. Notices, demands, and communications will, unless another address is specified in writing, be sent to the respective addresses indicated above.

28. **Attachments.** This contract  has/  does not have an attachment consisting of one (1) pages that is incorporated herein.

JR EFO for VJ  
Tanana Chiefs Conference  
President or EFO Signature

1/18/17  
Date

Timothy Anderson  
Contractor Signature

Feb 5, 2017  
Date

By: Timothy Anderson  
Name of Contractor

EIN or SSN: 92-6000147  
Telephone No.: 907-747-7756  
Fax No.: 907-747-7753  
Email: Tim.Anderson@uas.alaska.edu