

## **Little River Band of Ottawa Indians**

375 River St.

Manistee, MI 49660

(231) 723-8288

**ORIGINAL**

RESOLUTION NO. #01-0718-02

### **APPROVING THE LITTLE RIVER BAND OF OTTAWA INDIANS CONTRACTING WITH GREAT LAKES ENVIRONMENTAL CENTER FOR WATER QUALITY ANALYSIS**

WHEREAS, the Little River Band of Ottawa Indians is a federally recognized tribe, as reaffirmed under P.L. 103-324, enacted on September 21, 1994, with property rights secured to it under the 1836 Treaty of Washington (7 Stat. 491) and the 1855 Treaty of Detroit (11 Stat. 621); and

WHEREAS, the Little River Band of Ottawa Indians is descended from, and is the political successor to certain Grand River Ottawa Bands, which were signatories of the 1836 Treaty of Washington (7 Stat. 491), as reaffirmed under P.L. 103-324, enacted on September 21, 1994; and

WHEREAS, the Little River Band of Ottawa Indians reserved certain rights to hunt, fish, trap, and gather natural resources from the lands and waters in those portions of Michigan which were ceded under the 1836 Treaty.

WHEREAS, the Little River Band of Ottawa Indians adopted a Constitution, pursuant to a vote of the membership on May 27, 1998, which Constitution became effective upon its approval by the Assistant Secretary Indian Affairs on July 10, 1998; and

WHEREAS, the Tribal Council of the Little River Band of Ottawa Indians is the governing body of the Tribe, pursuant to the Tribe's Constitution; and

WHEREAS, the maintenance and preservation of the Tribe's treaty rights, including the reserved right to hunt, fish, trap, and gather natural resources are critical priority of the Tribe; and

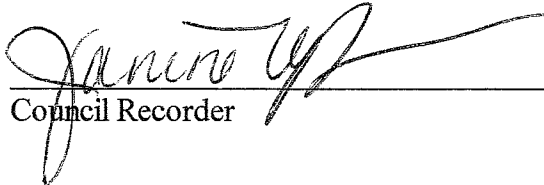
WHEREAS, the Little River Band of Ottawa Indians Conservation Department requests approval to contract with Great Lakes Environmental Center for Water Quality Analysis.

NOW, THEREFORE, BE IT RESOLVED, that the Little River Band of Ottawa Indians will contract with Great Lakes Environmental Center for Water Quality Analysis.

CERTIFICATION OF ADOPTION

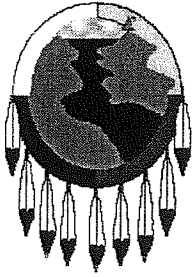
This resolution was adopted by the Tribal Council of the Little River Band of Ottawa Indians during a regular Session held at the Little River Band of Ottawa Indians Community Center on July 18, 2001, by a vote of 7 in favor, 0 opposed, 0 absent, and 0 abstentions. A quorum of the Tribal Council being present for such a vote.

Date: 07/18/2001

  
\_\_\_\_\_  
Council Recorder

Attest:

  
\_\_\_\_\_  
Tribal Council Speaker



**Little River Band of Ottawa Indians**  
375 River Street  
Manistee MI 49660  
(231) 723-8288 Fax: (231) 723-8020

## PROFESSIONAL SERVICES CONTRACT

This contract is a professional services agreement (Agreement) between the Little River Band of Ottawa Indians (LRB), 375 River Street, Manistee, Michigan 49660, and Great Lakes Environmental Center (hereafter "Contractor"), of  
, Traverse City, Michigan 49686.

**Description of Services:** On or beginning on or before August 1, 2001, Contractor shall perform the following professional services (Services) for the benefit of LRB:

Perform sample analysis for a variety of water quality parameters, as directed by the LRB's Water Quality Specialist. The initial parameters to be tested and charges per sample are described on the Contractor's May 31, 2001 proposal (Attachment A) Additional parameters may be mutually agreed to by the Contractor and LRB's Water Quality Specialist

**Payment for Services.** Subject to any changes in the specifications described in Attachments A, in exchange for the Services, LRB shall pay to Contractor an amount not to exceed \$10,000.00 in accordance with the schedule described in Attachment A. Charges for any additional water quality parameters to be tested for shall be agreed to in writing by the Contractor and LRB and shall be subject to the \$10,000.00 ceiling on total charges.

**Relationship of Parties:** The parties to this Agreement understand that Contractor is an independent contractor with respect to LRB, an not an employee, and that each party shall be solely responsible for the conduct of their respective employees and agents in connection with the performance of their obligations hereunder. As such, LRB shall not provide to Contractor or Contractor's employees, if any, any fringe benefits such as health or accident insurance, paid vacation or other time off, or any other employee benefit.

Contractor acknowledges Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor and Contractor's employees, if any.

**Indemnification:** Contractor voluntarily agrees to entirely indemnify LRB and hold LRB harmless from any and all claims, losses, expenses, fees, including attorney fees, costs, and judgments which may be asserted against LRB resulting from Contractor's or Contractor's employees' acts or omissions in connection with this Agreement. Contractor voluntarily waives any and all rights to recover from LRB for any injury which Contractor or Contractor's employees, if any, may sustain while performing Services under this Agreement and which are the result of their acts or negligence.

**Confidentiality:** Contractor shall not at any time, or in any manner, either directly or indirectly, use information which is proprietary to LRB for the personal benefit of Contractor, nor shall Contractor divulge, disclose, or communicate in any manner any such information Contractor shall protect such information and treat it as strictly confidential. This contract provision shall continue in effect after termination of this Agreement. Upon contract termination, Contractor shall return to LRB all records, notes, documentation and other items which were used, created, or controlled by Contractor during the term of this Agreement.

**Governing Law:** This Agreement shall be construed according to the laws of the LRB. In the absence of controlling laws of the LRB, this Agreement shall be construed according to the laws of the State of Michigan. The parties agree that the situs of this transaction is on LRB Tribal lands.

**Jurisdiction for Resolution of Disputes:** The parties agree that LRB Tribal Courts shall have original and exclusive jurisdiction over any dispute which may arise under this Agreement.

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**Entire Agreement:** This writing, including any Attachments specifically reference in this writing, contains the entire Agreement of the Contractor and LRB, and there are no promises or conditions in any other agreement whether

written or oral which pertain to this Agreement. This Agreement may not be modified in any way except with a writing signed by both parties.

In witness hereto, the parties warrant and represent that they have the right, power, and authority to execute this Agreement on behalf of their respective organizations, and so signify by affixing their signatures below.

LRB

Contractor

By: \_\_\_\_\_  
Robert Guenthardt

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

Its: Ogema \_\_\_\_\_

Its: \_\_\_\_\_

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

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