



Little River Band of Ottawa Indians

375 River Street
Manistee MI 49660
(231) 723-8288

ORIGINAL

Resolution No. #01-1017-61

**Authorizing the Tribal Ogema, or in the absence of, the
Tribal Council Speaker to Execute a Professional Services
Agreement with Integrated Media Group, Inc.
for Preparation of Design and Bid Specifications for the
Sound and Video Systems for Little River Casino Resort**

WHEREAS, the Tribe's status as a federally-recognized Indian tribe was reaffirmed and restored by Congress pursuant to Public Law 103-324, 108 Stat. 2156 (25 U.S.C. §1300k et seq.)(hereinafter "Little River Act"); and

WHEREAS, the Tribe 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, pursuant to Article IV, Section 5 (a)(4) and Article V, Section 5(a)(3) and (8) of the Tribal Constitution, the Tribal Ogema, or in the absence of, the Tribal Council Speaker, is authorized to represent the Tribe in its relations with other organizations and manage the economic affairs/enterprises of the Tribe, in a manner consistent with the Tribal Constitution and resolutions of the Tribal Council; and

WHEREAS, the Tribal Council, pursuant to Article IV, Section 7 (b) of the Constitution, has the power to authorize and ratify agreements and contracts negotiated by the Tribal Ogema; and

WHEREAS, the Construction Management Team authorized the Information Systems Department for Little River Casino Resort to solicit assistance from a consultant to prepare design specifications for utilization in the bid process for the sound, video and paging systems for Little River Casino Resort; and

WHEREAS, the IS Manager did request and receive the required consulting services from Integrated Media Group, Inc. at a cost of \$5,000.00; and

WHEREAS, the Construction Management Team and Little River Casino Resort IS Manager are recommending approval of a Professional Services Agreement and the invoice received from Integrated Media Group, Inc. For the services provided.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians hereby authorizes the Tribal Ogema, or in the absence of, the Tribal Council Speaker, to execute a Professional Services Agreement with Integrated Media Group, Inc., for the services performed and invoiced in connection with preparation of design and bid specifications for the sound and video systems for the Little River Casino Resort expansion.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 6 FOR, 1 AGAINST, 2 ABSENT, and 0 ABSTAINING, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held at the Little River Band Community Center on October 17, 2001, in Manistee, Michigan. A quorum of the Tribal Council being present for such vote.



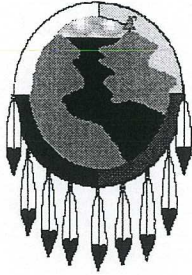
Janine M. Sam, Council Recorder

Attest:



Stephen Parsons, Council Speaker

Distribution: Tribal Council Records
Tribal Ogema
Accounting Department (ATTN: Dale Magoon)
CMT



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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 Integrated Media Group, Inc. ("Contractor"), P.O. Box 135, Byron Center, Michigan 49315-0135.

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

Preparation of design specifications for integrated sound, video and paging system for Little River Casino Resort facilities suitable for requesting bids for design and installation of such systems.

Payment for Services. Subject to any changes in the scope of work described in attachments, in exchange for the Services, the LRB shall pay to Contractor the total amount of \$5,000.00, plus any late fees up to \$300.00.

Relationship of Parties: The parties to this Agreement understand that Contractor is an independent contractor with respect to LRB, and 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, the 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.

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FAX (231) 723-8020

Indemnification: Contractor voluntarily agrees to entirely indemnify the LRB and hold the LRB harmless from any and all claims, losses, expenses, fees, including attorney fees, costs, and judgments which may be asserted against the 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 the 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 that is proprietary to the 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 the LRB all records, notes, documentation and other items that 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 that 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 referenced 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.

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Work Product: It is agreed that reproducible documents, including drawings and specifications, reviewed copies of shop drawings, record drawings and other documents created pursuant to this Agreement, including copyright and other intellectual property, in original form and on electronic media, will be prepared for a specific project and will become property of the LRB both upon acceptance of the project, or upon termination, and must be delivered to the LRB as follows: upon completion, 45 days, upon termination, 14 days. The Contractor shall be permitted to retain original sketches and copies, including reproducible copies of drawings and specifications for information, reference, and submittals for publication in books and architectural journals and archiving in museum collections.

Accounting: The LRB reserves the right to access and audit the Contractor's accounting records relative to the work under and in compliance with this Agreement.

Additional Fees: There will be no additional services or fees under this Agreement unless authorized in writing by the LRB's Director of Economic Development and Tribal Ogema prior to the commencement of such additional services.

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: _____

Stephen Pauls

By: _____

Its: Tribal Ogema Council Speaker

Its: _____

Date: 10-18-01

Date: _____

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