

**Little River Band of Ottawa Indians**

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

Resolution No. #02-0710-03

**Authorizing the Tribal Ogema, or in his absence, the Tribal Council Speaker to Execute a Professional Services Agreement with Inter-Tribal Council of Michigan, Inc. for Consulting Services Related to Preparation of a Wetlands Management Plan for the 1855 Reservation in an Amount Not to Exceed \$12,000.00 and Consenting to Have Disputes Resolved in the Commercial Division of the Tribal Court**

WHEREAS, the Band'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 Band 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 Band's Constitution, the Tribal Ogema, or in his/her absence, the Tribal Council Speaker, is authorized to represent the Band in its relations with other organizations and manage the economic affairs/enterprises of the Band, in a manner consistent with the Band's 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 Band's Natural Resource Department and Natural Resource Commission have recommended retention of Inter-Tribal Council of Michigan's Environmental Services Division to complete a wetlands management plan for the 1855 Reservation, including the "Custer" property owned by the Band; and

WHEREAS, the Legal Department, has presented a Professional Services Agreement, which incorporates the Scope of Work for the Project, which is consistent with the scope prepared for the wetland management plan previously prepared by Inter-Tribal Council staff for the Manistee Reserve and which would further provide that any dispute arising under the Agreement would be resolved in the Commercial Division of the Tribal Courts; and

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OCEANA, OTTAWA AND WEXFORD COUNTIES  
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WHEREAS, Article IX, Section 1 of the Constitution preserves the Tribe's immunity from suit except as authorized by resolution or in furtherance of tribal business enterprises; and

WHEREAS, the Tribal Council has determined that execution of a contract with Inter-Tribal Council of Michigan, Inc. will advance important Tribal purposes.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians hereby authorizes the Tribal Ogema, or in his absence, the Tribal Council Speaker, to execute a Professional Services Agreement with Inter-Tribal Council of Michigan, Inc. - Environmental Services Division for consulting services related to the preparation of a wetlands management plan for the 1855 Reservation in Mason County.

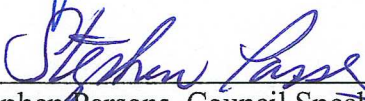
IT IS FINALLY RESOLVED THAT the Tribal Council consents to the jurisdiction of the Commercial Division of the Tribal Court to resolve disputes with Inter-Tribal Council of Michigan, arising under the Agreement, as provided in Professional Services Agreement.

**CERTIFICATE OF ADOPTION**

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 7 FOR, 0 AGAINST, 2 ABSENT, and 0 ABSTAINING, at a Closed Meeting of the Regular Session of the Little River Band of Ottawa Indians Tribal Council held at the Little River Band's Downtown Offices on July 10, 2002, 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: Council Record  
Tribal Ogema  
Legal Department  
Inter-Tribal Council of MI, Inc.



## PROFESSIONAL SERVICES CONTRACT

This contract is a professional services agreement (Agreement) between the Little River Band of Ottawa Indians, a federally recognized Indian tribal government, 375 River Street, Manistee, Michigan 49660 (the "Band") and Inter-Tribal Council of Michigan, Inc., Environmental Services Division ("Contractor"), 3601 Mackinaw Trail, Sault Ste. Marie, Michigan 49783.

**Description of Services:** On or beginning before July 1, 2002, the Contractor shall perform the following professional services (Services) for the benefit of the Band:

Development of a Wetlands Management Plan for the Band's Reservation (Custer and Eden Townships) in Mason County, Michigan. Such work shall be consistent with that performed with respect to the Band's 1836 Reservation. Tasks for completion of the Services shall include:

1. Gather all pertinent hard copy data on the Band's lands relevant to wetlands information sources. Sources will include but not be limited to: NWI, USGS topographical maps, plat book maps, land use maps, soils data and serial photography.
2. Digitize wetlands that are indicated on hard copy information sources within the Band's Reservation. The data will be digitized on ARC VIEW, and Band wetland specific maps will be generated.
3. Identify and digitize all watershed boundaries that the Band's lands and Reservation fall within.
4. Field verify the wetlands that fall within the boundaries of the Band's lands.
5. Identify wetlands within these watersheds with respect to low, medium or high value.
6. Development a comprehensive wetlands management plan for the Band. The plan will incorporate a watershed wetlands management approach to wetlands management.

The Deliverables under this Agreement shall consist of:

1. A Final Project Report outlining recommended management strategies for the 1855 Reservation; and
2. A jurisdictional wetland delineation report for "Custer" Property owned by the Band within the 1855 Reservation.

**Payment for Services.** Subject to any changes in the scope of work described in attachments, in exchange for the Services, the Band shall pay to Contractor the total amount of \$12,000.00. The Band will \$6,000.00 of the total amount following execution of this Agreement with the balance due within thirty (30) days of receipt by the Band of the Deliverables.

**Relationship of Parties:** The parties to this Agreement understand that Contractor is an independent contractor with respect to the Band, 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 Band 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 the Band and hold the Band harmless from any and all claims, losses, expenses, fees, including attorney fees, costs, and judgments which may be asserted against the Band resulting from Contractors or Contractors employees' acts or omissions in connection with this Agreement. Contractor voluntarily waives any and all rights to recover from the Band for any injury which Contractor or Contractors employees, if any, may sustain while performing services under this Agreement and which are the result of their acts or negligence. Contractor shall have no responsibility for claims or losses resulting from the negligence or acts of the Band's representatives or other sub-contractors not under the control or supervision of the Contractor.

**Confidentiality:** Contractor shall not at any time, or in any manner, either directly or indirectly, use information that is proprietary to the Band or the Little River Band of Ottawa Indians 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 Band 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 Band. In the absence of controlling laws of the Band, 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 Little River Band of Ottawa Indians Tribal lands.

**Jurisdiction for Resolution of Disputes:** The parties agree that the Commercial Division of the Band's 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 the Band, 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.

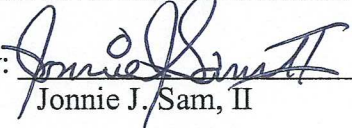
**Work Product:** It is agreed that reproducible documents created pursuant to this Agreement, including copyright and other intellectual property, will be prepared for a specific project and will become property of the Band both upon acceptance of the project, or upon termination, and must be delivered to the Band as follows: upon completion, 45 days, upon termination, 14 days.

**Accounting:** The Band 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 Band's Tribal Council 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.

Little River Band of Ottawa Indians

By:   
Jonnie J. Sam, II

Its: Tribal Ogema

Date: 7/12/02

Contractor

By: \_\_\_\_\_  
Dwight Sargent

Its: MITC ESD Manager

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