



**Little River Band of Ottawa Indians  
Tribal Council**  
2608 Government Center Drive  
Manistee, MI 49660  
(231) 723-8288

**Resolution #17-0719-248**

*Adoption of Master Service Agreement for Services and Master Agreement for Tribal Events and  
Approval for Tribal Ogema to Execute these Agreements*

WHEREAS, the status of the *Gaá Čhíng Ziibi Daáwaa Aníshinaábek* (Little River Band of Ottawa Indians) as a sovereign and Treaty-making power is confirmed in numerous treaties, from agreements with the initial colonial powers on this land, to various treaties with the United States; and

WHEREAS, the Little River Band of Ottawa Indians (Tribe) is descended from, and is the political successor to, the Grand River Ottawa Bands, signatories of the 1836 Treaty of Washington (7 Stat. 491) with the United States, as reaffirmed by federal law in P.L. 103-324, enacted in 1994; and

WHEREAS, the Tribe adopted a new 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 Tribe adopted amendments to the Constitution on April 26, 2004, which became effective upon approval by the Assistant Secretary-Indian Affairs on May 13, 2004; and

WHEREAS, the Tribe adopted amendments to the Constitution on July 11, 2016 which became effective upon approval by the Assistant Secretary-Indian Affairs on August 24, 2016; and

WHEREAS, the Tribal Council is authorized by Article IV, Section 7(a)(1) and (2) to exercise the inherent powers of the Tribe by establishing laws through the enactment of ordinances and adoption of resolutions to govern the conduct of Tribal Members and others within the Tribe's jurisdiction and to promote, protect and provide for the public health, peace, morals, education and general welfare of the Tribe and its members; and

WHEREAS, the Tribal Council is authorized by Article IV, Section 7(b) to authorize and ratify agreements and contracts negotiated by the Tribal Ogema on behalf of the Tribe with political subdivisions or private parties on all matters within the authority of the Tribal Council; and

WHEREAS, the executive powers of the Tribe are vested in the Tribal Ogema according to Article V, Section 1 of the Constitution; and

WHEREAS, the Tribal Ogema is authorized to consult, negotiate and execute agreements and contracts on behalf of the Tribe with governments, political subdivisions and private parties, subject to authorization and ratification by Tribal Council; and

WHEREAS, the Tribal Ogema by and through the Tribe's Unified Legal Department and Purchasing Manager drafted two Master Agreements (attached by reference) for general use within the government departments that protect the Tribe's sovereignty and interests; and

WHEREAS, the Tribal Council finds that the Master Agreement for Services and the Master Agreement for Tribal Events, revised versions February 2017 or later, do not require a waiver of sovereign immunity; and

WHEREAS, the Tribal Council and Ogema find that these agreements can be expedited by establishing maximum approval amounts and maintaining the requirement of legal review.

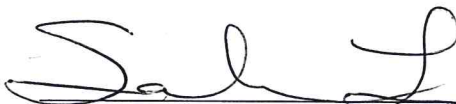
NOW THEREFORE IT IS RESOLVED, that the Tribal Council adopts the blanket template, "Master Agreement for Tribal Events", and approves the Tribal Ogema's execution of these agreements when under the value of \$2500.01, excluding lodging.

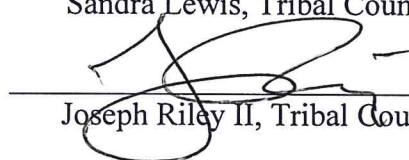
FURTHER IT IS RESOLVED, that the Tribal Council adopts the blanket template, "Master Agreement for Services" and approves the Tribal Ogema's execution of these agreements when under \$5000.01 in total value.

FINALLY IT IS RESOLVED, that the Unified Legal Department will continue to review all agreements to ensure no terms are changed and no Tribal Council review is required.

**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, 0 ABSTAINING, and 2 ABSENT, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held on July 19, 2017 at the Government Center in Manistee, Michigan, with a quorum being present for such vote.

  
Sandra Lewis, Tribal Council Recorder

  
Joseph Riley II, Tribal Council Speaker

Attest:

Distribution: Council Records  
Tribal Ogema  
Unified Legal Department

LARRY ROMANELLI, OGEMA  
PHONE: (231) 723-6823  
FAX: (231) 723-3270

**LITTLE RIVER BAND OF  
OTTAWA INDIANS**  
2608 GOVERNMENT CENTER DRIVE  
MANISTEE, MI. 49660  
PHONE: (231) 723-8288  
FAX: (231) 398-6883

TRIBAL COUNCIL  
PHONE: (231) 723-6845  
FAX: (231) 398-0674

## MASTER AGREEMENT FOR SERVICES

This Contract for Services is between the Little River Band of Ottawa Indians ("Band"), a  
federally recognized Indian Tribe,  
and

Contractor name:

Address:

City:

State:

Zip code:

Phone no:

Federal ID Number (or social security number if self-employed):

---

## RECITATIONS

The Band, as represented by the Office of Ogema, and the Contractor, \_\_\_\_\_,  
(collectively known as the "Parties") do hereby mutually agree and covenant the following:

1. TERM. The length of this Contract is from the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ to  
the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

2. SERVICES. The Contractor shall be responsible for providing the following services:  
(Check one of the following)

☐ as listed in \_\_\_\_\_, attached & incorporated herein. ☐ as listed in the  
space provided.

3. PAYMENT. The Band agrees to pay the Contractor in accordance with the terms of this  
agreement. Payment for Services is limited to a maximum of \_\_\_\_\_. The Band agrees  
to pay the Contractor in the following manner:



4. GRANT FUNDING. The services described in this contract:

(Check one of the following)

☐ are not paid with grant funds. ☐ are paid with grant funds as described in the space provided and/or as described in \_\_\_\_\_, attached & incorporated herein.

---

---

---

5. NON-DISCLOSURE. No information resulting from this Contract or made accessible to the Contractor may be communicated to any third party for any purpose without the express written permission of the Band.

6. CONFIDENTIALITY. Both Parties recognize and acknowledge that this Contract creates a confidential relationship between the Band and the Contractor. Information exchanged, whether written, oral or otherwise, is confidential in nature. Contractor agrees not to use, directly or indirectly, for its benefit or for the benefit of others, during the term of this Contract, or anytime thereafter, any confidential information which is or may be acquired or developed in connection with or as a result of this Contract.

7. CONTRACTOR RESPONSIBILITIES. Contractor shall apply the necessary skill, effort and diligence consistent with custom and tradition associated with Contractor's performance, art, craft or trade and shall provide all materials needed for Contractor's performance, presentation or service as described in Paragraph 2 of this Agreement.

8. WARRANTIES. Contractor represents and warrants to the Band that it has the experience and ability to perform the services required by this Contract; that it will perform in a professional manner; and that it, or agents acting on its behalf, have the power to enter into and perform this Contract.

9. INSURANCE. Contractor will obtain and maintain throughout the term of this Contract carry appropriate insurance which meets the Band's requirements. Contractor agrees provide the Band with the Certification of Insurance as detailed herein:

a. WORKERS COMPENSATION. The Contractor warrants and represents that it carries the appropriate workers compensation policy coverage and that no persons employed or performing under the terms of this Contract are excluded under that coverage. The Contractor agrees to and shall indemnify and hold the Band harmless against and from any and all loss, damages or costs incurred for any workers compensation claims including but not limited to attorney's fees. The Contractor shall provide the Band with a copy of the Contractor's workers compensation coverage policy prior to signing this Contract;

b. Employer's liability or similar insurance for damages arising out of bodily injury, by accident or disease, including death at any time resulting there from, sustained by employees of Contractor while engaged in performing this Agreement in an amount of no less than \$500,000;

c. Comprehensive general liability insurance for bodily injury liability, including death, property damage liability, incurred in connection with the performance of this Agreement with minimum limits of \$1,000,000 in respect of claims arising out of personal injury, or sickness or death in any one accident or disaster, and \$500,000 in respect of claims arising out of property damage in any one accident or disaster.

d. Comprehensive automobile liability insurance in respect of motor vehicles owned, licensed or hired by Contractor for bodily injury liability, including death and property damage, incurred in connection with the performance of this Agreement with minimum limits of \$1,000,000 in respect of claims arising out of personal injury, or sickness, or death in any one accident or disaster, and \$500,000 in respect of any claims arising out of property damage in any one accident or disaster

The Contractor warrants and represents that it currently has and will maintain during the term of this Agreement the insurance coverage described herein.

10. TAXES.

a. Employment Taxes. The Contractor shall be responsible for all withholding and any other employment taxes due to any taxing authority.

b. Sales and Use Tax. The Band is exempt from Michigan sales and use tax on tangible personal property and materials for affixation that are purchased and used within the reservation. The Contractor shall be responsible for obtaining tax exemption certificates from the Band's Tax Office if taxable materials are included in this Contract.

11. ASSIGNMENT, SUBCONTRACTING. This Contract may not be assigned by either Party for any reasons. The Contractor may sub-contract any or all services provided in the Contract with the prior written approval of the Band, provided that all terms, limitations, and requirements of this Contract shall be applicable to any sub-contractor.

12. TERMINATION. This Contract may be terminated upon thirty (30) days advance written notice by either Party. In the event of termination, no payment of services shall be rendered unless the service was rendered or produced prior to receipt of notice of termination.

13. INDEPENDENT CONTRACTOR STATUS. The Parties hereto expressly understand and agree that Contractor is acting as an independent contractor in the performance of each and every part of this Agreement. Contractor has no authority to bind, obligate, or speak for the Band. Contractor is not currently an employee of the Band or any of its enterprises, and Contractor will promptly notify the Purchasing Office of the Tribal Government if there are any in that status.

14. PROTECTION OF PROPERTY AND PERSONS. Contractor shall at all times conduct Contractor's activities safely and shall provide necessary safeguards for the protection of participants, members of the public and real and personal property. Contractor shall indemnify and hold the Tribe harmless for any and all property, injury or other loss or damage resulting from the negligence of the Contractor, and for claims brought against and or expenses (including attorney fees) incurred by the Tribe resulting from Contractor's activities.



15. **VALIDITY OF CONTRACT.** This contract shall not be valid or enforceable prior to ratification by the Tribal Council. Tribal Council ratified this Contract pursuant to Resolution# \_\_\_\_\_.
16. **ENTIRE AGREEMENT.** This Contract, together with Attachments referenced and incorporated in the Contract, reflects and contains the entire agreement between the Parties.
17. **VENUE; CHOICE OF LAW.** Venue for any dispute arising out of this Contract shall be the Little River Band of Ottawa Indians Tribal Court. This Contract, and any disputes arising out of this Contract, shall be governed by the laws of the Little River Band of Ottawa Indians.
18. **SOVEREIGN IMMUNITY.** Nothing in this Contract shall be construed to be a waiver of the sovereign immunity of the Little River Band of Ottawa Indians or any of its subordinate enterprises or entities.
19. **AMENDMENT.** Any amendment to this Contract must be made in writing and must be signed by the Parties and ratified by the Tribal Council.
20. **SEVERABILITY.** Should any provision of this Contract, or part thereof, be held under any circumstances in a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Contract or other part of such provision.
21. **NOTIFICATION OF TRIBAL REGISTRATION REQUIREMENTS FOR SEX OFFENDERS.** In accordance with the Tribe's Sex Offender registration laws, Ordinance #11-400-11, any sex offender (Tribal member and non-tribal member) from any jurisdiction has a duty to register with the Tribe's Public Safety Department if they work, live, or go to school on Tribal land. This includes any individual who provides services to the Tribe and its Enterprises, whether they are a contractor, employee, vendor, or an employee of a vendor. Tribal land includes all land owned by the Tribe, whether in fee or Trust. Registration in another jurisdiction does not absolve an offender from their obligations to register under Tribal law.

Little River Band of Ottawa Indians

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

Its: Tribal Ogema

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

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

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

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

LARRY ROMANELLI, OGEMA  
PHONE: (231) 723-6823  
FAX: (231) 723-3270

**LITTLE RIVER BAND OF  
OTTAWA INDIANS**  
2608 GOVERNMENT CENTER DRIVE  
MANISTEE, MI. 49660  
PHONE: (231) 723-8288  
FAX: (231) 398-6883

TRIBAL COUNCIL  
PHONE: (231) 723-6845  
FAX: (231) 398-0674

## MASTER AGREEMENT FOR TRIBAL EVENTS

This Contract for Services is between the Little River Band of Ottawa Indians ("Band"), a  
federally recognized Indian Tribe,  
and

Contractor name:

Address:

City:

State:

Zip code:

Phone no:

Federal ID Number (or social security number if self-employed):

---

## RECITATIONS

The Band, as represented by the Office of Ogema, and the Contractor, \_\_\_\_\_,  
(collectively known as the "Parties") do hereby mutually agree and covenant the following:

1. TERM. The length of this Contract is from the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ to  
the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

2. SERVICES. The Contractor shall be responsible for providing the following services:  
(Check one of the following)

☐ as listed in \_\_\_\_\_, attached & incorporated herein ☐ as listed in the  
space provided.

---

---

---

---

3. PAYMENT. The Band agrees to pay the Contractor in accordance with the terms of this  
agreement. Payment for Services is limited to a maximum of \_\_\_\_\_. The Band agrees  
to pay the Contractor in the following manner:

---

---

---



4. GRANT FUNDING. The services described in this contract:

(Check one of the following)

☐ are not paid with grant funds. ☐ are paid with grant funds as described in the space provided and/or as described in \_\_\_\_\_, attached & incorporated herein.

---

---

---

5. NON-DISCLOSURE. No information resulting from this Contract or made accessible to the Contractor may be communicated to any third party for any purpose without the express written permission of the Band.

6. CONFIDENTIALITY. Both Parties recognize and acknowledge that this Contract creates a confidential relationship between the Band and the Contractor. Information exchanged, whether written, oral or otherwise, is confidential in nature. Contractor agrees not to use, directly or indirectly, for its benefit or for the benefit of others, during the term of this Contract, or anytime thereafter, any confidential information which is or may be acquired or developed in connection with or as a result of this Contract.

7. CONTRACTOR RESPONSIBILITIES. Contractor shall apply the necessary skill, effort and diligence consistent with custom and tradition associated with Contractor's performance, art, craft or trade and shall provide all materials needed for Contractor's performance, presentation or services as described in Paragraph 2 of this Agreement.

8. WARRANTIES. Contractor represents and warrants to the Band that it has the experience and ability to perform the services required by this Contract; that it will perform in a professional manner; and that it, or agents acting on its behalf, have the power to enter into and perform this Contract.

9. TAXES.

a. Employment Taxes. The Contractor shall be responsible for all withholding and any other employment taxes due to any taxing authority.

b. Sales and Use Tax. The Band is exempt from Michigan sales and use tax on tangible personal property and materials for affixation that are purchased and used within the reservation. The Contractor shall be responsible for obtaining tax exemption certificates from the Band's Tax Office if taxable materials are included in this Contract.

10. ASSIGNMENT, SUBCONTRACTING. This Contract may not be assigned by either Party for any reasons. The Contractor may sub-contract any or all services provided in the Contract with the prior written approval of the Band, provided that all terms, limitations, and requirements of this Contract shall be applicable to any sub-contractor.

11. TERMINATION. This Contract may be terminated upon thirty (30) days advance written notice by either Party. In the event of termination, no payment of services shall be rendered unless the services were rendered or produced prior to receipt of notice of termination.

12. INDEPENDENT CONTRACTOR STATUS. The Parties hereto expressly understand and agree that Contractor is acting as an independent contractor in the performance of each and every part of this Agreement. Contractor has no authority to bind, obligate, or speak for the Band. Contractor is not currently an employee of the Band or any of its enterprises, and Contractor will promptly notify the Purchasing Office of the Tribal Government if there are any in that status.

13. PROTECTION OF PROPERTY AND PERSONS. Contractor shall at all times conduct Contractor's activities safely and shall provide necessary safeguards for the protection of participants, members of the public and real and personal property. Contractor shall indemnify and hold the Tribe harmless for any and all property, injury or other loss or damage resulting from the negligence of the Contractor, and for claims brought against and or expenses (including attorney fees) incurred by the Tribe resulting from Contractor's activities.

14. VALIDITY OF CONTRACT. This contract shall not be valid or enforceable prior to ratification by the Tribal Council. Tribal Council ratified this Contract pursuant to Resolution# \_\_\_\_\_.

15. ENTIRE AGREEMENT. This Contract, together with Attachments referenced and incorporated in the Contract, reflects and contains the entire agreement between the Parties.

16. VENUE; CHOICE OF LAW. Venue for any dispute arising out of this Contract shall be the Little River Band of Ottawa Indians Tribal Court. This Contract, and any disputes arising out of this Contract, shall be governed by the laws of the Little River Band of Ottawa Indians.

17. SOVEREIGN IMMUNITY. Nothing in this Contract shall be construed to be a waiver of the sovereign immunity of the Little River Band of Ottawa Indians or any of its subordinate enterprises or entities.

18. AMENDMENT. Any amendment to this Contract must be made in writing and must be signed by the Parties and ratified by the Tribal Council.

19. SEVERABILITY. Should any provision of this Contract, or part thereof, be held under any circumstances in a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Contract or other part of such provision.

20. AUTHORIZATION FOR PHOTOGRAPHIC IMAGES AND RECORDINGS. By signing this Agreement, Contractor acknowledges that photographs and/or digital recordings may be taken during the Tribal Event and conveys all rights, titles, and interests concerning the photographic images and/or digital recordings to the Little River Band of Ottawa Indians. Contractor further understands that these photographic images and/or digital recordings may be published and/or posted in whole or part without compensation, reservation, or limitation for any educational or promotional purposes that the Tribe deems appropriate. This authorization extends to all present and future media, including the internet or Tribal website. Contractor voluntarily waives all rights to these photographic images and/or digital recordings.

21. NOTIFICATION OF TRIBAL REGISTRATION REQUIREMENTS FOR SEX OFFENDERS. In accordance with the Tribe's Sex Offender registration laws, Ordinance #11-400-11, any sex offender (Tribal member and non-tribal member) from any jurisdiction has a duty to register with the Tribe's Public Safety Department if they work, live, or go to school on Tribal land. This includes any individual who provides services to the Tribe and its Enterprises, whether they are a contractor, employee, vendor, or an employee of a vendor. Tribal land includes all land owned by the Tribe, whether in fee or Trust. Registration in another jurisdiction does not absolve an offender from their obligations to register under Tribal law.

Little River Band of Ottawa Indians

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

Its: Tribal Ogema

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

\_\_\_\_\_

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

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

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