



Little River Band of Ottawa Indians
1762 U.S. 31 South
Manistee MI 49660
(231) 723-8288

RESOLUTION NO. #99-1221-02

**AUTHORIZING EXECUTION OF PERSONAL SERVICES AGREEMENT
WITH BOWDEN/ASSOCIATES, INC. FOR PLANNING AND
TECHNICAL ASSISTANCE AND APPROPRIATING
\$20,000.00 FROM NET GAMING REVENUES TO FUND SUCH SERVICES**

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 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 Tribal Council, pursuant to Article IV, Section 7(b) of the Constitution of the Little River Band of Ottawa Indians ("Tribal Constitution"), has the power to authorize and ratify agreements and contracts negotiated on behalf of the Tribe with the federal government; and

WHEREAS, the Tribal Ogema, pursuant to Article VI, Section 5(a) of the Tribal Constitution, is authorized to negotiate and execute contracts on behalf of the Tribe, provided such contracts are approved and ratified by the Tribal Council; and

WHEREAS, the Tribe has established a number of administrative, governmental and health/human service programs, pursuant to its contracts for federal funds under the authority of the Indian Self-Determination Act (P.L. 93-638, as amended); and

WHEREAS, the Tribe is in the process of conducting strategic planning to guide the growth and development of Tribal government, services to Tribal members and the Tribal Community; and

WHEREAS, Bowden/Associates, Inc. have proposed a scope of work to perform consulting services to assist the Tribe with developing its human resource programs and better planning the growth and development of Tribal programs; and

WHEREAS, the Tribal Council desires to enter into a Personal Services Agreement with Bowden/Associates, Inc. for the scope of work proposed by Bowden/Associates, Inc.

WHEREAS, the Tribal Council, pursuant to Article IV, 7(i)(2) of the Constitution, has the power to manage any funds within the exclusive control of the Tribe and to appropriate such funds for the benefit of the Tribe and its members; and

WHEREAS, the net gaming revenues received from 1999 operations can be utilized to pay for the costs associated with the work performed under this Agreement.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians hereby approves the appropriation of \$20,000.00 of the gaming revenues for the purpose of paying the fees and expenses associated with services provided by Bowden/Associates,;

SERVING KENT, LAKE, MANISTEE, MASON, MUSKEGON, NEWAYGO,
OCEANA, OTTAWA AND WEXFORD COUNTIES
FAX (231) 723-8020

IT IS FURTHER 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 direct Huntington National Bank to withdraw \$20,000.00 from Account No. 01182019510 to be transferred to the General Fund Account for the purpose described above.

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 an Emergency Session of the Little River Band of Ottawa Indians' Tribal Council called for this purpose on December 21, 1999, in Manistee, Michigan, with a quorum being present for such vote.



Charles Fisher, Council Recorder



Attest:

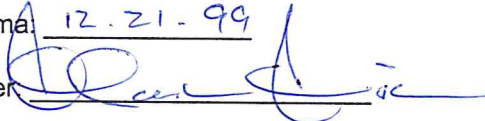
Elaine Porter, Councilor

Presentation of Resolution Appropriating Tribal Funds to Tribal Ogema:

Pursuant to Article V, Section 5(a)(6) and Section 5(c) of the Tribal Constitution, the foregoing Resolution appropriating Tribal funds has been presented to the Tribal Ogema by the Tribal Council Recorder for his/her approval.

Date delivered to Tribal Ogema: 12.21.99

Signature of Council Recorder



Action by the Tribal Ogema: ☒ Approved ☐ Disapproved (attach comments)

Date: 12-21-99

Signature of Ogema:



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is made by the Little River Band of Ottawa Indians, a federally-recognized Indian Tribe, whose address is 1762 U.S. 31 South, Manistee, Michigan 49660 ("Tribe") and Bowden/Associates, Inc., whose address is 5140 Brackett Road, Williamsburg, Michigan 49690, ("Contractor").

WHEREAS, the Tribe desires to retain the services of the Contractor to assist the Tribe in the completion of the objectives and tasks defined in the Scope of Work; and

WHEREAS, the Contractor has the experience and expertise necessary to complete the services sought by the Tribe in a professional manner; and

WHEREAS, the Tribe wishes to utilize the services and abilities of the Contractor for this purpose and the Contractor is willing to offer his/her services under the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. Engagement and Duties. During the term of this Agreement, the Tribe engages Bowden/Associates, Inc., as an Independent Contractor. The Contractor shall be responsible for completing the objectives and tasks defined in the Scope of Work set forth in Attachment A (or any subsequent Scope of Work agreed to by the parties), the terms and conditions of which are incorporated herein and made a part of this Agreement by reference thereto.

2. Term. This Agreement shall begin on the date signed by both parties and shall terminate upon the completion of the tasks defined in the Scope of Work, or by the date specified in such Scope of Work. For purposes of the Scope of Work defined in Attachment A, the "term" of this Agreement shall expire no later than March 31, 2000.

3. Compensation.

a. Rate. In return for the services outlined in Attachment A, the Contractor shall be paid at the rate of thirty-five dollars (\$35.00) per hour, including travel time.

b. Billing. Contractor shall be responsible for submitting a billing statement to the Tribal Ogema and Tribal Manager

summarizing, by day and project, the number of hours worked and expense incurred. Billing statements must be submitted before 5:00 p.m. Friday. The Tribal Ogema and Tribal Manager will have the authority to approve billing statements submitted and submit such statements for payment. The Tribe will pay billing statements in full within two weeks after the same are submitted.

c. Restrictions on Billing. (1) The Contractor shall not be entitled to compensation for hours of work performed on any project in excess of the number specified in the Scope of Work, unless Contractor receives prior written approval for additional hours from the Tribal Council; (2) The Contractor shall not be entitled to compensation for work performed after the expiration of the term of this Agreement, unless an extension of the term is granted in writing by the Tribal Ogema and Tribal Manager.

d. Withholding. Contractor understands that his/her relationship shall be that of an independent contractor and the Tribe will not withhold taxes or Social Security payments from any sum paid under this Agreement.

4. Reporting. The Contractor shall submit a written report to the Tribal Ogema not less than monthly detailing the work performed during the previous month under the Scope of Work. The Tribal Ogema shall be responsible for providing copies of such reports to the Tribal Council.

5. Work Product.

a. Reports. The Contractor shall deliver all written reports or other work product specified in the Scope of Work to the Tribal Ogema prior to the expiration of such Agreement or such other date agreed to by the parties.

b. All Materials Produced are Property of the Tribe. Contractor acknowledges that all materials produced by the Contractor in the performance of his/her duties under this Agreement are the exclusive property of the Tribe and shall be transferred to the Tribe upon completion or termination of this Agreement.

6. Payment of Expenses. In addition to the compensation provided for herein, Contractor shall be entitled to payment for all reasonable and necessary expenses incurred in connection with the performance of his/her duties under this Agreement.

7. Cooperation of Tribe. While this Agreement is in effect, to facilitate the work, the Tribe will use its best efforts to provide such assistance and cooperation as Contractor may request in scheduling meetings and providing source materials requested by Contractor to assist in the completion of his/her duties. Any equipment provided to Contractor to assist in the completion of his/her duties shall be returned to the Tribe in good working order and condition at the expiration of this Agreement.

8. Changes to Contractor's Duties or Scope of Work. If the Tribe desires to make significant changes to the services proposed or conditions associated with the Contractor's duties as presently described, the Tribe shall notify the Contractor and meet to arrive at a mutually satisfactory amendment to this Agreement. Amendments which do not require a modification of any line item in any program budget may be approved by the Tribal Controller and the Tribal Manager.

9. Termination. This Agreement may be terminated by either party provided written notification is given thirty days prior to the date of termination. The Tribal Ogema may also terminate this Agreement on behalf of the Tribe if, in the judgment of the Tribal Ogema, Contractor is failing to make satisfactory progress toward completing the objectives specified in the Scope of Work.

THEREFORE, for and in consideration of the mutual covenants and promises between the parties, it is agreed that the Contractor shall furnish services and the Tribe shall make payment for the same in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Little River Band of Ottawa Indians

By: Joan Spalding 12-21-99
Joan Spalding, Acting-Ogema Date

Bowden/Associates, Inc.

By: Onlee Bowden
Onlee Bowden Date

Little River Band of Ottawa Indians
Fees & Services

Project Scope:

Provide Little River Band of Ottawa Indians with consulting services that will focus on the following activities:

- Review current job descriptions
- Provide direction with regard to job titles, job duties and qualifications
- Review 2000 budget and devise a working organizational structure that reflects budget
- Attend Tribal Council's strategic planning session in January
- Provide government with a process for developing and achieving a one year set of goals
- Design a professional training and development program for growth and development.
- Redesign an employment interview assessment tool and provide training on using it.
- Review and redesign performance evaluation process and tools / provide training.

Fees and Travel expenses:

Project Type: Organizational Development
Rate: \$35.00 per hour at 16 to 24 hours per week
Total costs per week including travel time and mileage reimbursement - \$1200.08.
Contract is valid through 3/31/00 (16 wks)
Contract will not exceed maximum amount of hours without written approval.
Travel Expenses: Client will be charged for travel time at the rate of \$35.00 per hour
Mileage reimbursement @ current federal rate of 31.5 cents per mile
Invoicing: Client will be invoiced at the end of each week
Payment time frame: Client will pay Bowden & Associates, Inc. in full within two weeks of receiving invoice. (Invoice will be faxed)

I (we) agree to the conditions as stated above: ☒ With changes: ☐ (Please check one)

State any modifications:

Joan Spalding / Little River / 12-21-99 Name, Organization and Date
Band of
Ottawa Indians