

INDEPENDENT CONTRACTING AGREEMENT

Parties

1. The Little Traverse Bay Bands of Odawa Indians (hereafter “LTBB”) is a federally recognized Indian Tribe.
2. **Nicholas Deleary, 111 East River Rd., Chippewa of the Thames First Nation, Muncey, ON N0L1Y0**, (hereafter “Contractor”) is an independent contractor.

SERVICES AND PAYMENT

3. **Scope:** Contractor shall perform the following services connected with the DIA-MACPRA Consultation related to Community Development research/training and technical support, according to the LTBB’s Tribal Historic Preservation Officer’s (THPO) specifications.

The Contractor’s scope of work shall consist of the following:

- Contractor shall work in coordination with the LTBB THPO Melissa Wiatrolik, offering professional technical advice as part of the DIA-MACPRA specifically focusing on:
 - Telephone and digital video support to the Tribal Preservation team and oversight committee as the community determines its liaison communication links
 - Facilitate community healing path and processes of repatriation (when requested)
 - Deliver technical knowledge related to:
 - Anishinaabeg Indigenous knowledge
 - Respectful community cultural practices and standards
 - Genealogical, historical, and Indigenous knowledge
 - Indigenous scientific knowledge
 - Culture and teachings intended to strengthen the inherent values, Foundations for community restoration, repatriation, healing, and development
- Contractor shall provide one or more on-site visits per quarter (every 3 months) to support LTBB’s planning and work.
- Contractor shall provide ongoing support to the DIA-MACPRA team in facilitating and documenting the repatriation process.
- Contractor shall provide an activities report with invoice detailing communications, work completed, expenses, and accountable financial records.
- Contractor understands that he will not seek a separate contract with LTBB related to DIA-MACPRA planning and consultation as long as Nicholas Deleary is engaged in the Community.
- Contractor shall be reimbursed in US Dollars for authorized travel expense with submittal of invoice with original receipts attached;
 - Hotel USD
 - Mileage at \$.575/km USD
 - Per diem at the Canadian Federal Treasury Board Rate - USD
- The Contractor’s fee is as follows:
 - \$1,000.00 USD/day or (\$133.33 USD per Hour)
 - Actual Itemized Travel Expense \$ USD

The Contractor’s anticipated fee of not to exceed **\$5,000.00 USD** includes all expenses required for completing the contract objectives.

Any changes to the scope of work for this contract shall require prior written approval of LTBB Accounting Contracts Personnel for payment to be honored.

4. **Payment.** LTBB will pay the Contractor up to and not to exceed a total of **\$5,000.00 USD**. The Contractor shall submit invoices to the Accounting Office located at 7500 Odawa Circle, Harbor Springs, Michigan 49740.
5. **Term.** This Agreement shall begin on **May 10, 2023** and shall terminate on **December 31, 2023**, unless terminated earlier under paragraph 6. In the event that the project is incomplete at the expiration date, LTBB shall have the option of extending this agreement or terminating this agreement and adjusting any final payment to the percentage that the job is complete as determined by LTBB Accounting Contracts Personnel.
6. **Termination.**
 - A. **Voluntary.** Either party may terminate this contract on fourteen (14) days written notice to the other Party for any reason at which time all fees will be adjusted on a prorated basis as determined by LTBB Accounting Contracts Personnel.
 - B. **Involuntary.** LTBB may terminate this contract immediately and without prior notice if the Contractor engages in any conduct that threatens the health, safety, or welfare of the Tribe or its citizens, or the Contractor engages in any conduct which violates Tribal law and/or applicable Federal or State laws.

7. **Assignment.** No assignment of the obligations of this contract, whether in whole or in part, may be made without the consent, previously obtained, of LTBB. No assignment or encumbrance of any interest in the compensation to be paid under this contract, whether in whole or in part may be made without the approval of LTBB. In the event an assignment of the obligations under this contract or of any interest in the compensation to be paid under this contract is made in violation of this paragraph, the contract may be terminated at the option of LTBB.
8. **Independent Contractor.** The Parties understand and agree that this Agreement is for independent contracting services. LTBB provides no benefits to Contractor including, by way of example only, unemployment insurance, health insurance, worker's compensation insurance or any type of paid leave. Contractor is responsible for payment of all liability insurance, and applicable federal, state, and local income taxes.
9. **Additional Contractual Requirements.** The Parties understand that LTBB has enacted a statute, WOS 2012-008, the Sex Offender Registration and Notification Statute, to fulfill the obligations of sex offender registration and notification. All contractors, including their employees, subcontractors and their employees that are sex offenders that are mandated to register are required to update their registry with the LTBB Law Enforcement when working on sites under the jurisdiction of LTBB.
10. **Debarred or Excluded.** Parties assure LTBB that Contractor and Subcontractors do not appear on the debarred list. Parties understand that LTBB shall verify that Contractor and Subcontractors are not listed as excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Nonprocurement suspension and debarment. Contractor shall be immediately terminated by LTBB for assigning, whether in whole or in part, any portion of contracted obligation to a subcontractor listed as debarred or excluded.
11. **Disputes.** The Contractor acknowledges that LTBB is a sovereign government and therefore retains all aspects of sovereignty including immunity from suit. If a dispute arises regarding any portion of this contract, LTBB may choose to waive its sovereign immunity and adjudicate the issue in LTBB Tribal Court. LTBB Tribal Court is the only forum in which LTBB waives its sovereign immunity.
12. **Confidentiality.** Contractor agrees to use any information obtained or accessed from LTBB, only as needed for the performance of his or her scope of work and not to use such information for any other purpose. In addition, the Contractor will not disclose or use any information it may receive or develop as a result of its contacts with LTBB for any purpose other than to perform his or her scope of work. Contractor agrees to maintain in confidence any proprietary information acquired from the Tribe under this Agreement except which becomes available to the public without fault of the Contractor.

LITTLE TRAVERSE BAY BANDS IS REQUIRED, PER THE IRS, TO REPORT QUALIFYING PAYMENTS TO A VENDOR OF \$600 OR MORE IN A CALENDAR YEAR TO THE IRS ON FORM 1099.

The undersigned Parties have read, understood all the terms of, and freely enter into this Agreement. This agreement is not fully executed until all parties have signed. This agreement cannot be altered orally. It can only be altered in writing by an Amendment signed by all parties.

Emily Proctor, LTBB Legislative Leader

Date

Contractor's Signature

Date

Contractor Printed Name and Title

Full Legal Name of Business Entity

Contracts Office Use Only

All Documents Received _____ Date Received _____

Notes:

Signature: _____ Date _____

Mandy Szocinski, Contracts Manager