

FORECAST MIDWEST MEMORY GRANT SUB-CONTRACT

THIS AGREEMENT, made this ___ day of _____ between the Keweenaw Bay Indian Community, hereinafter called "KBIC," of 16429 Beartown Rd, Baraga, MI 49908, and the City of Marquette, of 300 W. Baraga Ave., Marquette, MI 49855 hereinafter called "City."

WITNESSETH: That for and in consideration of the payments and Agreements hereinafter mentioned, the parties hereby agree as follows:

1. Project Name.

The name of the Project shall be Seven Grandfather Teachings Monument.

2. Scope of the Work.

City must provide all the material, supplies, labor, and other services necessary to perform fiscal management for grant funding of the Forecast Public Art Grant as described in the Forecast Memory Grant Agreement dated January 1, 2025 ("Grant Agreement," attached as Exhibit A). City will make commercially reasonable efforts to assist KBIC in complying with the Grant Agreement. These efforts include providing KBIC financial reports or other proof that the City's expenditures comply with the Grant Agreement. City will also ensure that any subcontractors it engages comply with this Agreement.

3. Time of Completion.

The completion date of this Project is December 31, 2026. Despite this completion date, each Party will make commercially reasonable efforts to comply with the Grant Agreement until the Grant Agreement's obligations are terminated.

4. Terms and Conditions

City shall perform all services outlined in the Grant Agreement for implementation of grant-related activities on behalf of KBIC per paragraph 10 of the Grant Agreement.

5. Fee.

Services and reimbursable costs will be billed regularly per the allocation of funds outlined in the Grant Agreement. However, the total amount payable by KBIC to City for these services and costs shall not exceed \$110,000.00. KBIC may provide City with the funds in one lump sum.

6. Billings/Payments.

City shall invoice for services rendered and reimbursable costs incurred on a regular basis. Each invoice shall be due and payable within sixty days of the invoice date. City may, after ten days' written notice to KBIC, suspend the performance of services until all past due amounts are paid.

7. Independent Consultant.

The relationship between KBIC and City, as created under this Agreement, is that of principal and independent contractor. Neither the terms of this Agreement nor the performance thereof is intended to directly or indirectly benefit any person or entity not a party hereto or such person or entity is not intended to be or shall be construed as being a third-party beneficiary of this Agreement unless specified by name herein or in an Amendment hereto, executed by the parties.

8. Miscellaneous.

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall remain effective and binding upon the parties hereto. The heading or title of a section is provided for convenience and information and shall not serve to alter or affect the provisions included herein. All obligations arising before the termination of this Agreement, as well as all provisions of this Agreement allocating responsibility or liability between the KBIC and the City, shall survive the completion of services and the termination of this Agreement. No waiver, discharge, or renunciation of any claim or right of City arising out of breach of this Agreement by KBIC shall be effective unless in writing signed by City and supported by separate consideration. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by email, facsimile, or similar electronic means shall operate and be accepted as originals. Each of the Parties shall reasonably execute and deliver such additional documents, instruments, conveyances, and assurances and take further actions as may be reasonably required to carry out the provision of this Agreement and give effect to the transactions contemplated by it. No waiver, modification, or amendment of the Agreement or any covenant, condition, or limitation contained in the Agreement shall be valid unless in writing and duly executed by both Parties. The Agreement contains the entire contract and understanding by and between the Parties, and no statements, promises, or inducements made by either Party or agent of either Party that are not contained in this written Agreement shall be valid or binding.

9. Ownership Of Documents And Works Of Art.

All documents produced under this Agreement, as well as all works of art produced under the Grant Agreement shall be the property of City and may be used by City for any other endeavor without the written consent of the KBIC.

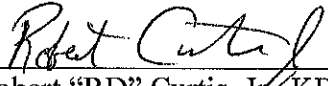
10. Sovereign Immunity.

Nothing in this Agreement will be construed as an express or implied waiver of either Party's sovereign immunity.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

KEWEENAW BAY INDIAN COMMUNITY

Date: 7-18-25


By: Robert "RD" Curtis, Jr., KBIC President

CITY OF MARQUETTE

Date: _____

By: Jessica Hanley, Mayor

Date: _____

By: Kyle Whitney, Clerk

APPROVED AS TO SUBSTANCE:

Karen M. Kovacs
City Manager

APPROVED AS TO FORM:

Suzanne C. Larsen
City Attorney