



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

RESOLUTION NO. #00-0408-05

**APPROVING RENEWAL OF GENERAL COUNSEL
CONTRACT WITH WILLIAM BROOKS**

WHEREAS, the Tribal Council of the Little River Band of Ottawa Indians is the governing body of the Tribe, pursuant to the Tribe's Constitution; and

WHEREAS, the Tribal Council did approve a General Counsel Attorney Contract with William Brooks, for a period commencing May 1, 1997 through April 30, 2000, pursuant to Article VII, Section 1(i) of the Tribe's Interim Constitution; and

WHEREAS, the Tribal Council has been satisfied with the services provided by Mr. Brooks and desires to renew and update that contract for an additional three (3) year period commencing January 1, 2000 through December 31, 2002; 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

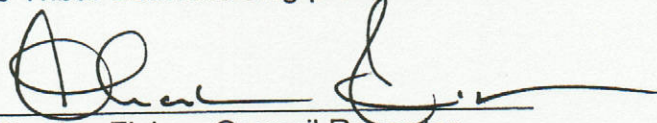
WHEREAS, the Tribal Council is authorized to approve attorney contracts pursuant to Article IV, Section 7 of the Tribe's Constitution.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians that the attached General Counsel Contract with William J. Brooks, is hereby approved and the Tribal Council Speaker is authorized to execute the Contract on behalf of the Tribal Council, forward the contract to the Bureau of Indian Affairs, and request that the Contract be approved by the Secretary of the Interior or his designated agent.

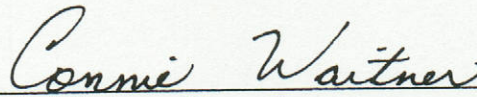
CERTIFICATION OF ADOPTION

This resolution was adopted by the Tribal Council of the Little River Band of Ottawa Indians its Regular Session held at the Little River Band Community Center on April 8, 2000, by a vote of 9 in favor, 0 opposed, 0 absent, and 0 abstentions. A quorum of the Tribal Council being present for such vote.

Date: 4/8/2000


Charles Fisher, Council Recorder

Attest:


Connie Waitner, Councilor

LITTLE RIVER BAND OF OTTAWA INDIANS

GENERAL COUNSEL

ATTORNEY CONTRACT

THIS AGREEMENT, made and entered into this 8th day of April, 2000, by and between the Little River Band of Ottawa Indians ["TRIBE"] and William J. Brooks, whose address is 385 ½ River Street, Manistee, Michigan ["ATTORNEY"].

WITNESSETH:

1. The TRIBE, under the authority vested therein, by resolution of the Tribal Council adopted on the 8th day of April, 2000, which is hereunto attached and made a part hereof, hereby contracts with, retains and employs William J. Brooks, as ATTORNEY in the matters herein mentioned.

2. DUTIES.

2.1 It shall be the ATTORNEY'S duty, to act as General Counsel for and on behalf of the TRIBE and to appear as such before all Federal, State and Tribal courts, tribunals, departments, agencies, and committees of the Congress and State Legislatures on those matters requested by the TRIBE. General Counsel duties shall include assigning work to any Special Counsel employed by the Tribe and monitoring and approving the work of such Special Counsel.

2.2 The ATTORNEY, in the performance of the duties required of him under this Contract, shall be subject to the primary supervision and direction of the Tribal Council of the Little River Band of Ottawa Indians. The ATTORNEY, in the performance of duties required of him under this Contract on behalf of Executive Departments and Executive officials shall be subject to the supervision and direction of the Tribal Ogema, to the extent the direction of the Tribal Ogema is consistent with, or authorized by, enactments or directives of the Tribal Council. The ATTORNEY shall at all times and on all matters act in the interests of the TRIBE.

2.3 The ATTORNEY, subject to the approval of the Tribal Council and the Secretary of the Interior or his authorized representative, may employ for work hereunder such Special Counsel, or other attorneys as they may select; provided that neither the TRIBE nor the Government is to owe any additional compensation by reason of such employment, unless such attorneys are employed pursuant to a Special Counsel Contract which is approved by the Tribal Council, and the Secretary of the Interior or his authorized representative.

3. COMPENSATION.

A. SALARY AND EXPENSES.

In consideration of the services to be rendered, the ATTORNEY shall receive a salary of \$75,000.00 per calendar year plus all necessary and reasonable expenses, including traveling expenses, long distance telephone calls, printing and copying of documents and like expenses, but not including office expenses such as rent, utilities and clerical services. The expenses paid shall be approved and payable in accordance with the TRIBE'S Personnel Policies and Expense/Purchasing Policies. The expenses payable shall be included and approved as part of the annual budget and subject to approval of appropriations by the Tribal Council. The amount of expenses may be amended by the parties to this Contract due to currently unknown changes in financial circumstances, or to the inclusion of services not encompassed in the work of General Counsel. The amount of salary may be adjusted annually for cost of living increases or other salary adjustments in accordance with the Tribe's Personnel Policies.

B. FRINGE BENEFITS

During the term of this Contract, the ATTORNEY shall also receive the following fringe benefits:

1. Insurance (s) : The ATTORNEY shall also receive those insurance benefits provided other Tribal employees, including:
 - c. Blue Cross/Blue Shield or other family medical and health insurance;
 - c. Term Life Insurance;
 - c. Sickness and accident insurance.
2. 401(k) or other pension plan, subject to the terms and conditions of eligibility and contribution limits of such plans.
3. Bar association dues in the Federal Bar Association; Michigan State Bar Association; and local Bar Association.
4. Other: Such other benefits, privileges, terms or conditions of employment accorded to other Tribal employee's shall be accorded to the ATTORNEY during the term of this Contract.

4. PAYMENTS. Payments for expenses shall be due upon approval of itemized and verified vouchers or time/salary record submitted by the ATTORNEY. The TRIBE agrees to expedite approval of all expense vouchers. Payment of expenses under this Contract is contingent upon the availability of funds to the TRIBE.

5. NON-ASSIGNABILITY. No assignment of the obligations of this Contract, in whole or in part, shall be made without the consent, previously obtained of the Tribal Council, and the approval of the Secretary of the Interior or his authorized representative. Any assignment so made must comply with the provisions of 25 U.S.C. Section 84.

6. TERMINATION. This Contract may be terminated by either party by giving 30 days written notice to the other party, the Secretary of the Interior or his authorized representative and the Area Director. This Contract may also be terminated for cause by the Secretary after a hearing on reasonable notice. If the Secretary finds the interest of the TRIBE so requires, he may suspend the Contract and the payment of all compensation due hereunder pending a hearing which shall be held without unreasonable delay. If the Contract shall be terminated, the ATTORNEY shall receive such compensation as the Secretary of Interior or his authorized representative may determine equitably to be due through the date of termination.

7. REPORTS AND REVIEW OF CONTRACT. The ATTORNEY shall render to the TRIBE and the Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE not less frequently than annually and at such other times as may be requested by the Secretary of the Interior or his authorized representative.

8. ATTORNEY'S STANDING. The ATTORNEY stipulates that he is a fully licensed member in good standing of the Bar of the State of Michigan, that he may legally practice before all State and Federal courts located within the State of Michigan and to the best of his knowledge, no disciplinary proceedings have been instituted against him by any bar association of any jurisdiction in the United States or its territories. Any false affirmations to this paragraph will be grounds of immediate termination of this Contract by the Tribe.

9. NOTICES. Any notice required by this Contract shall be given as follows: (a) if to the ATTORNEY, by hand delivery or mail to ATTORNEY'S last known address; (b) if to the TRIBE, by hand delivery or mail to Little River Band of Ottawa Indians, 1762 U.S. 31 South, Manistee, MI 49660; and (c) if the Secretary, by hand delivery or mail to BIA, Michigan Agency, 2901 1/2 1-75 Business Spur, Sault Ste. Marie, MI 49783.

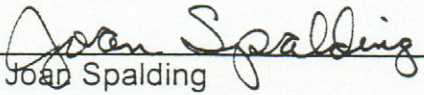
10. MISCELLANEOUS. If any part or provision of this Contract or to the application thereof shall be judged invalid, the validity of other parts or provisions hereof shall not be affected thereby. The TRIBE and ATTORNEY acknowledge that the effectiveness of this Contract is subject to the express condition precedent of approval by the Secretary of the Interior or his duly authorized representative.

11. AMENDMENT BY WRITTEN ENDORSEMENT. This Contract embodies all agreements existing between the TRIBE and ATTORNEY and no term or condition hereof shall be held to be amended or waived in any respect except by written instrument, signed by the TRIBE and the ATTORNEY, and approved by the Secretary of the Interior or his duly authorized agent.

12. TERM. This Contract shall be effective for a period of three (3) years beginning January 1, 2000. This Contract may, however, be terminated as provided in Paragraph 6.

IN WITNESS HEREOF, We have hereunto set our hands and seals on the day and year first above written.

Little River Band of Ottawa Indians


By: Joan Spalding
Tribal Council Speaker

William J. Brooks (P43014)

Approved pursuant to authority redelegated to the Area Director by the Commissioner of Indian Affairs in 10 BIAM 3 (dated January 20, 1975) and redelegated to me in 10 BIAM 3.1.

By: _____
Anne Bolton, Superintendent

Date: _____