



Little River Band of Ottawa Indians
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(616) 723-8288

ORIGINAL

RESOLUTION NO. #00-0408-07

**APPROVING AMENDMENT NO. 2 TO SPECIAL COUNSEL
CONTRACT WITH PENINSULA LEGAL SERVICES, P.C.**

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 negotiate and approve the form of a Special Counsel Contract with Peninsula Legal Services, for a period commencing October 14, 1999, pursuant to Article IV, Section 7 of the Tribe's Constitution, which Contract was approved by the Superintendent of the Bureau of Indian Affairs – Michigan Agency; and

WHEREAS, circumstances have arisen, which substantially increased the number of hours required in order for Peninsula Legal Services to complete the scope of work contemplated in the original Contract; and

WHEREAS, the Tribal Council wishes to amend the scope of work under the Contract, including the additional work contemplated by Amendment No. 1, to include other election matters; and

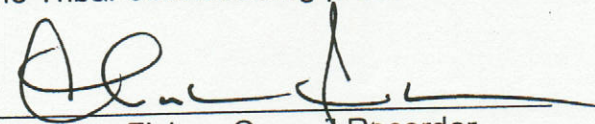
WHEREAS, the Tribal Council has been satisfied with the work of Peninsula Legal Services and wishes to amend its Contract with Peninsula Legal Services, in accordance with terms described in the attached Amendment No. 2 to increase the annual ceiling on fees chargeable under the Contract.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians that the attached Amendment No. 2 to the Special Counsel Contract with Peninsula Legal Services, P.C. 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 or his designated agent.

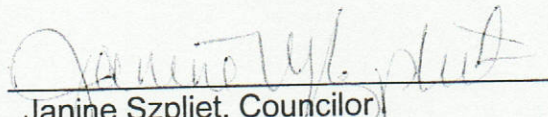
CERTIFICATION OF ADOPTION

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 8 in favor, 1 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:


Janine Szpliet, Councilor

AMENDMENT NO. 2 TO SPECIAL COUNSEL CONTRACT BETWEEN
PENINSULA LEGAL SERVICES, P.C. AND LITTLE RIVER BAND OF OTTAWA INDIANS

WHEREAS, the Little River Band of Ottawa Indians ("Tribe") and Peninsula Legal Services, P.C. ("the Firm"), of 27465 Southfield Road, Lathrup Village, Michigan 48076, entered into a Special Counsel Attorney Contract ("Contract") dated October 10, 1999, which Contract was approved by the Superintendent of the Michigan Agency of the Bureau of Indian Affairs on November 8, 1999; and

WHEREAS, paragraph 6 of the Contract establishes an annual ceiling on fees chargeable to the Tribe by the Firm during each contract year; and

WHEREAS, the Tribal Council previously approved Contract Amendment No. 1, which amends paragraph 6 of the Contract to allow up to \$8,000.00 to be charged in connection with services relating to the Firm performing the duties of Tribal Prosecutor; and

WHEREAS, the Tribe has been satisfied with the services provided by the Firm under the Contract; and

WHEREAS, the complexity of the issues involved in resolving the legal matters on behalf of the Election Board under the original scope of work defined in Contract required substantially more time than the Tribe and the Firm projected; and

WHEREAS, the Tribe wishes to amend the scope of work defined in paragraph 2 of the Contract to have the Firm handle additional responsibilities on behalf of the Election Board regarding other election matters and to further amend paragraph 2 to permit the Firm to perform other work as may be assigned by the Tribe's General Counsel; and

WHEREAS, the additional work involved in completing the original scope of work and the expanded scope of work require increasing the ceiling on fees and expenses established by paragraph 6 of the Contract.

NOW THEREFORE, THE TRIBE AND FIRM AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Paragraph 2 of the Contract is amended to read as follows:

2. It shall be the duty of Peninsula Legal Services, P.C. to act as special counsel for and on behalf of the Election Board of the Tribe, and to perform the following services for the Election Board:

To provide legal advice and counsel to the Election Board in addressing and resolving election matters, including election dispute(s) and/or challenge(s) filed in connection with pending run-off election for the Office of Tribal Ogema, the pending election to fill a vacancy on the Tribal Council, any recall petitions and/or recall elections, special elections, and any further election required by an Election Board decision upholding a challenge to such pending election(s).

[The rest of paragraph 2 in the original Contract remains the same, with the additional language included in Amendment No. 1.]

The Firm shall act as Special Tribal Prosecutor for the purposes of handling criminal complaint(s) referred to it by the Tribal Attorney for the purpose of investigating such complaints, with the aid of the Tribal Police and such other agencies as may be

necessary, and exercising prosecutorial discretion in the issuance of any formal charges, warrants, etc.; to prosecute such warrants, and/or charges if issued, to final conclusion of trial and appeal, should there be an appeal taken by the person or persons charged. The Tribe is mindful of the vast prosecutorial experience of Prentiss M. Brown, an affiliate of the firm, and it is understood that, where possible, and subject to the discretion of the firm, Mr. Brown shall exercise the duties of special prosecutor.

The Firm may be assigned other matters by the Tribe's General Counsel and with respect to such matters, shall act at the direction of and under the supervision of the Tribe's General Counsel.

Paragraph 6 of the Contract is amended to increase the annual ceiling of fees as follows:

6. In consideration if the services to be rendered, Peninsula Legal Services, P.C., shall receive compensation for individual attorney time at the rate of \$187.50 per hour, not to exceed \$125,000.00 per annum without the approval of the Tribe and the Secretary of the Interior or his authorized representative, plus all reasonable expenses, include travel expense (mileage at the rate of \$0.31 per mile, individual attorney time for travel a one half the rate of \$187.50 per hour, lodging and meals), fax charges, photocopy expense, long distance telephone charges, computerized research (if used, at the rate charged Peninsula Legal Services, P.C. for such services by Lexis-Nexis) and other similar expenses, but not including office overhead expense, such as rent, light, heat and stenographic or clerical services. The expenses paid shall not exceed \$30,000.00 per annum unless additional amounts are authorized by the Tribal Council and approved by the Secretary of the Interior or his authorized representative. Except in emergency circumstances, advance approval shall be obtained for such additional fees and expenses. Payment of compensation and reimbursement of expenses shall be made only upon submission of proper vouchers and approval by the Tribal Council and the Secretary of the Interior or his authorized representative.

Except as amended by this Amendment, the original Contract as amended by Amendment No. 1, is ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract this 27th day of March 2000.

LITTLE RIVER BAND OF OTTAWA INDIANS

By: Joan Spalding
Joan Spalding

Dated: 4-08-00

Its: Tribal Council Speaker

PENINSULA LEGAL SERVICES, P.C.:

By: _____

Dated: _____