



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

RESOLUTION NO. #00-0724-11

**APPROVING GENERAL COUNSEL EMPLOYMENT CONTRACT WITH
JO ANNE HOUSE TO SERVE AS LEGISLATIVE COUNSEL**

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 of self-government secured to it under the 1836 Treaty of Washington (7 Stat. 491) and the 1855 Treaty of Detroit (11 Stat. 621); and

WHEREAS, the Little River Band of Ottawa Indians is descended from, and is the political successor to, Grand River Ottawa Bands which were signatories of the 1836 Treaty of Washington (7 Stat. 491), as reaffirmed under P.L. 103-324, enacted on September 21, 1994; and

WHEREAS, the Tribal Attorney, in consultation with the Tribal Ogema, negotiated a General Counsel employment agreement with Jo Anne House under which Ms. House would serve as Legislative Counsel for the Tribe; and

WHEREAS, the Tribal Council, pursuant to Article IV, Section 7(b) and (e) of the Constitution of the Little River Band of Ottawa Indians ("Tribal Constitution"), has the power to authorize and ratify agreements and employ legal counsel on behalf of the Tribe; 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 Tribal Council finds that negotiation and execution of such an agreement is in the best interests of the Tribe.

NOW THEREFORE BE IT RESOLVED, that the Tribal Council of the Little River Band of Ottawa Indians hereby authorizes the Tribal Ogema, Robert Guenthardt, and the Tribal Council Speaker, to execute the attached General Counsel Agreement with Jo Anne House, employing Ms. House as the Tribe's Legislative Counsel for a three (3) year period beginning October 2000.

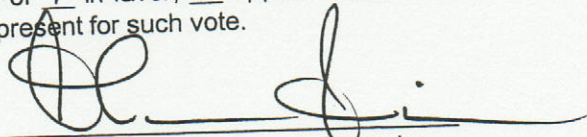
Certificate of Adoption

This resolution was adopted by the Tribal Council of the Little River Band of Ottawa Indians at a Regular Session of the Tribal Council held at the Little River Band Community Center

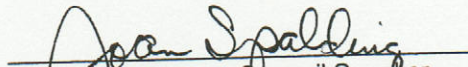
SERVING MANISTEE, MASON, WEXFORD AND LAKE COUNTIES
FAX (616) 723-8761

in Manistee, Michigan on July 24, 2000, by a vote of 7 in favor, 0 opposed, 2 absent, and 0 abstentions. A quorum of the Tribal Council being present for such vote.

Date: 7/24/00


Charles Fisher, Council Recorder

Attest:


Joan Spalding, Council Speaker

LITTLE RIVER BAND OF OTTAWA INDIANS

LEGISLATIVE COUNSEL

ATTORNEY CONTRACT

THIS AGREEMENT, made and entered into this ___th day of July, 2000, by and between the Little River Band of Ottawa Indians ["TRIBE"] and Jo Anne House, whose address is 450 Country Court, Oneida, Wisconsin 54155 ["ATTORNEY"].

WITNESSETH:

1. The TRIBE, under the authority vested therein, by resolution of the Tribal Council adopted on the 24th day of July, 2000, which is hereunto attached and made a part hereof, hereby contracts with, retains and employs Jo Anne House, as ATTORNEY in the matters herein mentioned.

2. DUTIES.

2.1 It shall be the ATTORNEY'S duty, to act as Legislative Counsel for and on behalf of the TRIBAL COUNCIL of the TRIBE, which duties shall include: assisting with the review, drafting and amendment to Tribal laws and ordinances; providing legislative reviews of state and federal laws and regulations; preparing presentations for the Tribal Council and General Membership regarding proposed laws and regulations; and, to appear before any Federal, State and Tribal courts, tribunals, departments, agencies, and committees of the Tribe, U.S. Congress and State Legislatures on those matters requested by the TRIBAL COUNCIL. Legislative Counsel duties may 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 her 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 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, may employ for work hereunder such Special Counsel, or other attorneys as they may select; provided that the TRIBE shall not 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.

3. COMPENSATION.

A. SALARY AND EXPENSES. In consideration of the services to be rendered, the ATTORNEY shall receive a salary of \$90,000.00 per calendar year plus all necessary and reasonable expenses, including traveling expenses, long distance telephone calls, printing and copying of documents and like expenses. The salary shall be paid in weekly installments or other installments in accordance with the Tribe's standard payroll procedures. 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 Legislative Counsel. The amount of salary may be adjusted annually for cost of living increases or other salary adjustments approved by the Tribal Council.

B. FRINGE BENEFITS. During the term of this Contract, the ATTORNEY shall also receive the following fringe benefits:

1. Insurance (s) : The ATTORNEY shall receive those insurance benefits provided other Tribal employees, including:
 - c. Blue Cross/Blue Shield or other family medical and health and dental 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; Wisconsin State Bar Association; and local Bar Association.
4. Fees and expenses associated with Continuing Legal Education that may be required by the Michigan or Wisconsin State Bars. Funds necessary for those fees and expenses shall be included and approved as part of the annual budget for the Legislative Counsel.
5. 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.
6. The ATTORNEY shall also be entitled to a one time relocation assistance payment of \$10,000.00, payable as follows: \$5,000.00 to be paid not less than 10

days before the date upon which the ATTORNEY officially begins her employment with the Tribe; and \$5,000.00 payable within 30 days after the ATTORNEY begins her employment with the Tribe. The ATTORNEY is responsible for providing the Tribe with at least 21 days written notice of her official start date. The ATTORNEY agrees she will repay the relocation assistance payment to the Tribe in the event she voluntarily terminates her employment with the Tribe less than one year (365 days) after her start date.

4. 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.

5. TERMINATION. This Contract may be terminated by either party by giving 60 days written notice to the other party. If the Contract shall be terminated, the parties shall make good faith efforts to agree on the amount of compensation that may equitably be due through the date of termination. If the parties are unable to reach agreement within 15 days after the date of termination, the ATTORNEY shall receive such compensation as the Tribal Court may determine equitably to be due through the date of termination.

6. ATTORNEY'S STANDING. The ATTORNEY agrees that she will use her best efforts to become a fully licensed member in good standing of the Bar of the State of Michigan within one year from the date of her employment. The ATTORNEY stipulates that to the best of her knowledge, no disciplinary proceedings have been instituted against her 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.

7. 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.

8. 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.

9. 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.

10. TERM. This Contract shall be effective for a period of three (3) years beginning on the ATTORNEY'S start date. This Contract may, however, be terminated as provided in Paragraph 5.

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

By: Robert Guenthardt
Tribal Ogema

Jo Anne House
Attorney
