



Little River Band of Ottawa Indians

1762 U.S 31 South
Manistee MI 49660
(231) 723-8288

RESOLUTION NO. #00-1218-04

APPROVING ATTORNEY CONTRACT WITH HELEN ANN YUNIS

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, Helen Ann Yunis has, since June 2000, been employed by the Tribe under an agreement which engaged Ms. Yunis to provide legal, consulting and training services focusing on Indian Child Welfare and juvenile matters; and

WHEREAS, the Tribe has been satisfied with the work performed by Ms. Yunis and desires to expand the scope of services and employ Ms. Yunis as a regular, salaried employee of the Tribe; and

WHEREAS, the Tribal Attorney, in consultation with the Tribal Ogema, negotiated an attorney employment agreement with Helen Ann Yunis under which Ms. Yunis would serve as attorney 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 Attorney Agreement with Helen Ann Yunis, employing Ms. Yunis as a Tribal Attorney for a two (2) year period beginning January 1, 2001.

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 in Manistee, Michigan on December 18, 2000, by a vote of ____ in favor, ____ opposed, ____ absent, and ____ abstentions. A quorum of the Tribal Council being present for such vote.

Date: _____

Charles Fisher, Council Recorder

Attest:

Joan Spalding, Council Speaker

LITTLE RIVER BAND OF OTTAWA INDIANS

ATTORNEY CONTRACT

THIS AGREEMENT, made and entered into this 18th day of December, 2000, by and between the Little River Band of Ottawa Indians ["TRIBE"] and Helen Ann Yunis, whose address is 424 N. Spruce Street, Traverse City, Michigan ["ATTORNEY"].

WITNESSETH:

1. The TRIBE, under the authority vested therein, by resolution of the Tribal Council adopted on the 18th day of December, 2000, which is hereunto attached and made a part hereof, hereby contracts with, retains and employs Helen Ann Yunis, as ATTORNEY in the matters herein mentioned.

2. DUTIES.

2.1 It shall be the ATTORNEY'S duty, to act as attorney and 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. ATTORNEY'S duties shall include serving as Counsel for the Tribe's Housing Commission and may include serving as Assistant Prosecutor. *juvenile*
other legal work

2.2 The ATTORNEY, in the performance of the duties required of her under this Contract, shall be subject to the direct supervision and direction of the Tribe's General Counsel. The ATTORNEY shall at all times and on all matters act in the interests of the TRIBE.

negotiated
placed
2.3 It is understood that the ATTORNEY will be working just under full-time (80%) and will be working, on average, not less than 32 hours per week during the term of this contract.

3. COMPENSATION.

A. SALARY AND EXPENSES.

In consideration of the services to be rendered, the ATTORNEY shall receive a salary of \$60,000.00 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 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. ATTORNEY'S salary will be paid in weekly installments, or in accord with the TRIBE'S normal payroll procedures. 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.

6. TERMINATION. This Contract may be terminated by either party by giving 30 days written notice to the other party.

7. ATTORNEY'S STANDING. The ATTORNEY stipulates that she is a fully licensed member in good standing of the Bar of the State of Michigan, that she may legally practice before all State and Federal courts located within the State of Michigan and 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.

8. 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; and (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.

9. 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.

10. 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.

12. TERM. This Contract shall be effective for a period of two (2) years beginning January 1, 2001. 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: Robert Guenthardt
Tribal Ogema

Helen Ann Yunis
