



Little River Band of Ottawa Indians

375 River Street
Manistee MI 49660
(231) 723-8288

Resolution No. 02-0717-01

**Authorizing the Tribal Ogema, or in the absence of, the Tribal Council Speaker to
Execute a Second Addendum to the Contract with Nancy A. Kida
to Provide Legal Services to Tribal Members**

WHEREAS, the Tribe's status as a federally-recognized Indian tribe was reaffirmed and restored by Congress pursuant to Public Law 103-324, 108 Stat. 2156 (25 U.S.C. §1300k et seq.)(hereinafter "Little River Act"); and

WHEREAS, the Tribe adopted a 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 has approved an appropriation of funds in the Legal Department Budget for Fiscal Year 2002 to establish a Legal Assistance Program for Tribal members; and

WHEREAS, the Tribal Council intends to continue that program during Fiscal Year 2002; and

WHEREAS, the Tribal Council has entered into an Independent Contractor Agreement, and First Addendum, with Nancy A. Kida to provide legal services to Tribal Elders and other Tribal members through June 30, 2002; and

WHEREAS, the Tribal Council wishes to extend the Agreement with Nancy A. Kida through December 31, 2002; and

WHEREAS, pursuant to Article IV, Section 5 (a)(4) and Article V, Section 5(a)(3) and (8) of the Tribal Constitution, the Tribal Ogema, or in the absence of, the Tribal Council Speaker, is authorized to represent the Tribe in its relations with other organizations and manage the economic affairs/enterprises of the Tribe, in a manner consistent with the Tribal Constitution and resolutions of the Tribal Council; and

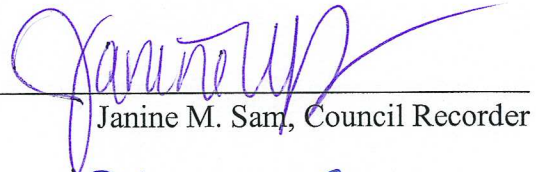
WHEREAS, the Tribal Council, pursuant to Article IV, Section 7 (b) of the Constitution, has the power to authorize and ratify agreements and contracts negotiated by the Tribal Ogema.

NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians that the attached Second Addendum to the Independent Contractor Agreement with Nancy A. Kida is hereby approved and the Tribal Ogema, or in the absence of, the Tribal Council Speaker, is authorized to execute the Amendment on behalf of the Tribe.

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 July 17, 2002, by a vote of 8 in favor, 0 opposed, 1 absent, and 0 abstentions. A quorum of the Tribal Council being present for such vote.

Attest:


Janine M. Sam, Council Recorder


Stephen Parsons, Council Speaker

Distribution: Council Records
Accounting Dept.
Legal Department
Tribal Ogema
Nancy Kida

SECOND ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT
(Little River Band of Ottawa Indians/Nancy A. Kida)

This Addendum to the Personal Services Agreement, dated as of July 10, 2002, between the Little River Band of Ottawa Indians (the "Tribe") and Nancy A. Kida ("Nancy Kida").

WHEREAS, the Tribe and Nancy Kida entered into an Independent Contractor Agreement, dated June 27, 2001; and

WHEREAS, the Tribe and Nancy Kida entered into an Addendum to Independent Contractor Agreement, dated December 19, 2001, extending the term of the Original Agreement through June 30, 2002; and

WHEREAS, the Tribe and Nancy Kida desire to extend the term of the Independent Contractor Agreement through the balance of calendar year 2002; and

WHEREAS, the Tribal Ogema has proposed a Second Addendum to the Agreement to cover the period between July 1, 2002 through December 31, 2002.

NOW THEREFORE, THIS SECOND ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT PROVIDES AS FOLLOWS:

1. Paragraph 2 of the original Personal Services Agreement is hereby amended to read as follows:
 2. Term. The term of this Agreement shall be extended for a period beginning on January 1, 2002, and ending on December 31, 2002 (the "Term"), or such earlier date on which it may be terminated under Section 9 of this Agreement. The parties will make diligent efforts to negotiate mutually acceptable terms for a new Agreement, consistent with program priorities approved by the Tribal Council, no later than November 1, 2002.
2. Paragraph 3 of the original Independent Contractor Agreement is hereby amended to read as follows:

Compensation. For all services rendered by the Contractor under this Agreement, the Tribe shall pay to the Contractor \$95.00 per hour of service. Contractor will be reimbursed at one-half her normal hourly rate (\$47.50 per hour) for time spent traveling between Contractor's residence in Beulah and Manistee.

The Contractor understands the budgetary limitations on this Agreement and understands that the Tribe will not be obligated to pay more than \$50,000.00 for hourly fees for services rendered between July 1, 2002 and December 31, 2002 without prior approval from the Tribe's General Counsel. The Tribe will also reimburse the Contractor for reasonable expenses incurred in connection with the services provided within the amounts budgeted for such expenses. Authorized expenses include: mileage at \$0.345 per mile, filing fees, long-distance telephone, postage, computerized legal research. The Tribe will reimburse the Contractor for the cost of professional liability insurance required under Section 8 of this Agreement. The Contractor will not incur unauthorized expenses or cumulative expenses in excess of \$10,000.00, without approval of the Tribe's General Counsel. The Contractor shall be paid in weekly installments in accordance with the Tribe's regular vendor payment procedure. The Contractor understands that her relationship shall be that of an independent contractor and the Tribe will not withhold taxes or social security payments from any sum paid under this Agreement.

3. Paragraph 4 of the original independent contractor agreement is amended to read as follows:

Contractor's Duties and Obligations. The Contractor shall maintain Office Hours at space provided by the Tribe at least two (2) full days per week during the term of this Agreement to provide legal advice and legal services to Tribal Elders and Tribal members Tribe in accordance with the Scope of Work described below.

[Remainder of Section Unchanged]

4. Except as amended by this Second Addendum, the original Independent Contractor Agreement and First Addendum to that Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Independent Contractor Agreement on the day and year first above written.

LITTLE RIVER BAND OF OTTAWA INDIANS

By: Jonnie J. Sam, II
Jonnie J. Sam, II

Dated: 7/19/02

Its: Tribal Ogema

CONTRACTOR:

Nancy A. Kida
Nancy A. Kida

Dated: 6-28-02

SECOND ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT
(Little River Band of Ottawa Indians/Nancy A. Kida)

This Addendum to the Personal Services Agreement, dated as of July 10, 2002, between the Little River Band of Ottawa Indians (the "Tribe") and Nancy A. Kida ("Nancy Kida").

WHEREAS, the Tribe and Nancy Kida entered into an Independent Contractor Agreement, dated June 27, 2001; and

WHEREAS, the Tribe and Nancy Kida entered into an Addendum to Independent Contractor Agreement, dated December 19, 2001, extending the term of the Original Agreement through June 30, 2002; and

WHEREAS, the Tribe and Nancy Kida desire to extend the term of the Independent Contractor Agreement through the balance of calendar year 2002; and

WHEREAS, the Tribal Ogema has proposed a Second Addendum to the Agreement to cover the period between July 1, 2002 through December 31, 2002.

NOW THEREFORE, THIS SECOND ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT PROVIDES AS FOLLOWS:

1. Paragraph 2 of the original Personal Services Agreement is hereby amended to read as follows:
 2. Term. The term of this Agreement shall be extended for a period beginning on January 1, 2002, and ending on December 31, 2002 (the "Term"), or such earlier date on which it may be terminated under Section 9 of this Agreement. The parties will make diligent efforts to negotiate mutually acceptable terms for a new Agreement, consistent with program priorities approved by the Tribal Council, no later than November 1, 2002.
2. Paragraph 3 of the original Independent Contractor Agreement is hereby amended to read as follows:

Compensation. For all services rendered by the Contractor under this Agreement, the Tribe shall pay to the Contractor \$95.00 per hour of service. Contractor will be reimbursed at one-half her normal hourly rate (\$47.50 per hour) for time spent traveling between Contractor's residence in Beulah and Manistee.

The Contractor understands the budgetary limitations on this Agreement and understands that the Tribe will not be obligated to pay more than \$50,000.00 for hourly fees for services rendered between July 1, 2002 and December 31, 2002 without prior approval from the Tribe's General Counsel. The Tribe will also reimburse the Contractor for reasonable expenses incurred in connection with the services provided within the amounts budgeted for such expenses. Authorized expenses include: mileage at \$0.345 per mile, filing fees, long-distance telephone, postage, computerized legal research. The Tribe will reimburse the Contractor for the cost of professional liability insurance required under Section 8 of this Agreement. The Contractor will not incur unauthorized expenses or cumulative expenses in excess of \$10,000.00, without approval of the Tribe's General Counsel. The Contractor shall be paid in weekly installments in accordance with the Tribe's regular vendor payment procedure. The Contractor understands that her relationship shall be that of an independent contractor and the Tribe will not withhold taxes or social security payments from any sum paid under this Agreement.

3. Paragraph 4 of the original independent contractor agreement is amended to read as follows:

Contractor's Duties and Obligations. The Contractor shall maintain Office Hours at space provided by the Tribe at least two (2) full days per week during the term of this Agreement to provide legal advice and legal services to Tribal Elders and Tribal members Tribe in accordance with the Scope of Work described below.

[Remainder of Section Unchanged]

4. Except as amended by this Second Addendum, the original Independent Contractor Agreement and First Addendum to that Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Independent Contractor Agreement on the day and year first above written.

LITTLE RIVER BAND OF OTTAWA INDIANS

By: Jonnie J. Sam, II
Jonnie J. Sam, II

Dated: 7/19/02

Its: Tribal Ogema

CONTRACTOR:

Nancy A. Kida
Nancy A. Kida

Dated: 6-28-02