

RESOLUTION OF THE GOVERNING BODY OF THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION

A Resolution entitled, "Renewal of Attorney Contract for Tyra Wilkinson"

- WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
WHEREAS, The Three Affiliated Tribes Constitution authorizes and empowers the Mandan, Hidatsa & Arikara Tribal Business Council to engage in activity on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and
WHEREAS, Article VI, Section 3(a) of the Three Affiliated Tribes Constitution authorizes and specifically authorizes and empowers the Tribal Business Council to employ legal counsel; and
WHEREAS, Article VI, Section 3(c) of the Three Affiliated Tribes Constitution specifically authorizes and empowers the Tribal Business Council to administer any funds within the exclusive control of the Tribe and to make expenditures from available Tribal funds for the public purposes of the Tribe, including payment of salaries and other compensation to Tribal officials and employees, which includes consultants and legal counsel; and
WHEREAS, The Tribe has previously contracted with Tyra L. Wilkinson as a staff attorney to provide legal services to the Tribe, and that contract is at an end on May 14, 2003; and
WHEREAS, To date, Tyra L. Wilkinson has performed the services required of her as an attorney for the Tribe in a satisfactory manner and her contract with the Tribe should be renewed in accordance with the attached contract.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council hereby renews the contract that presently exists between Tyra L. Wilkinson and the Three Affiliated Tribes for a period of two (2) years, to commence on May 15, 2003 and to terminate on May 14, 2005, at the rate of \$50,000 per year; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Tribal Business Council hereby authorizes the Chairman, Vice-Chairman or Treasurer of the Tribe to execute an extension of Ms. Wilkinson's contract, subject to legal review.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at Regular meeting thereof duly called, noticed, convened and held on the 28th day of April, 2003, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [X] Voting. [] Not Voting.

Dated this 28th day of April, 2003.

Daylon Spotted Bear
Acting Executive Secretary, Daylon Spotted Bear
Tribal Business Council

ATTEST:

[Signature]
Chairman, Rex C. Hall
Tribal Business Council

IN HOUSE COUNSEL CONTRACT

THIS AGREEMENT, made and entered into pursuant to the Constitution and By-laws of the Three Affiliated Tribes, and 25 U.S.C. Sec. 476 and 25 C.F.R. Secs. 89.1-89.6, this 15th day of May, 2003, by and between the Three Affiliated Tribes of the Fort Berthold Reservation, and Tyra L. Wiliksinon, Attorney at Law, residing at New Town, North Dakota.

WITNESSETH: That, in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree as follows:

1. The Three Affiliated Tribes, hereinafter referred to as the **TRIBE**, under the authority vested therein by Resolution #03-172 - **DSB** of the Tribal Business Council, adopted on the day of 4/28, 2003, which is hereunto attached and made a part hereof, hereby contracts with, retains, and employs Tyra L. Wilkinson as in house counsel in the matters hereinafter mentioned.

2. It shall be the duty of Tyra L. Wilkinson, hereinafter referred to as the **ATTORNEY**, to act as in house counsel for and on behalf of the **TRIBE** and to appear as such before all federal and state courts, tribunals, departments, agencies, and committees of the Congress and the state legislatures.

3. The **ATTORNEY**, in the performance of the duties required of her under this Contract, shall be subject to the supervision and direction of the Tribal Business Council of the **TRIBE** and the Supervising Attorney of the Three Affiliated Tribes Legal Department.

4. The **ATTORNEY**, subject to the approval of the Tribal Business Council and the Secretary of the Interior or his authorized representative, may employ for work hereunder such attorney and attorneys as he may select; provided that, neither the **TRIBE** nor the Government is to owe any additional compensation by reason of such employment, all compensation of such employed counsel to be paid by the **ATTORNEY** out of any compensation which she may receive.

5. In consideration of the services to be rendered, the **ATTORNEY** shall receive compensation in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) per year payable biweekly. The additional operating expenses paid shall not exceed the amount of the authorized and approved funds budgeted for the **ATTORNEY**, unless additional amounts are authorized by the Tribal Business Council. Payment of compensation and reimbursement of expenses shall be made only upon the submission of proper vouchers. Expenses shall be itemized and verified by the **ATTORNEY** and shall also be approved by the Tribal Business Council.

6. No assignment of the obligations of this Contract, in whole or in part, shall be made without the consent, previously obtained, of the Tribal Business Council and the approval of the Secretary of the Interior or his authorized representative; nor shall any assignment or encumbrance be made of any interest of the **ATTORNEY** in the compensation to be paid under this Contract, without such consent; provided, that if such an assignment of the obligations of this Contract, or assignment or encumbrance of any interest in the compensation to be paid, is made in violation of the provisions of this paragraph, the Contract may be terminated at the option of the **TRIBE** or of the Secretary of the Interior, and no attorney having any interest in the Contract or in the compensation provided herein shall be entitled to any compensation whatever for any services rendered or expenses incurred subsequent to the date of termination.

7. The death of the **ATTORNEY** shall terminate this Contract.

8. This Contract may be terminated by the **ATTORNEY** by giving thirty (30) days written notice to the **TRIBE**. If the Contract shall be so terminated, the **ATTORNEY** shall receive such compensation as may be determined equitably to be due to the date of termination.

9. This Contract may also be terminated for cause after a hearing on reasonable notice.

10. It is mutually understood and agreed that payment of compensation and expenses under the terms of this Contract shall be contingent upon the availability of funds in the Tribal treasury or upon an appropriation by Congress from Tribal funds held by the United States to the credit of the **TRIBE**. It is expressly agreed that the **ATTORNEY** shall have the right to negotiate an increase in compensation should available Tribal funds support any such negotiated increase.

11. The **ATTORNEY** shall render to the **TRIBE** 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 **TRIBE**.

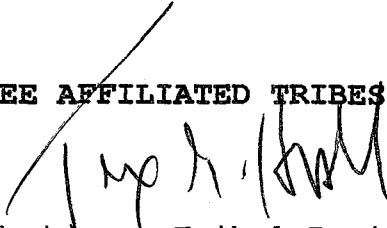
12. The **ATTORNEY** stipulates that she is a fully licensed member in good standing of the State of North Dakota and, to the best of her knowledge, no disciplinary proceedings have been instituted against her by any bar association of any jurisdiction of the United States or its territories which are pending and/or unresolved and she has not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.

13. This Contract shall be in force throughout the period commencing on the 15th day of May, 2003, and terminating on the 14th day of May, 2005.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

THREE AFFILIATED TRIBES

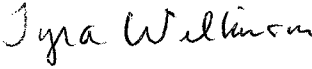
BY:


Chairman, Tribal Business Council

AND:


Secretary, Tribal Business Council

IN HOUSE COUNSEL


Tyra L. Wilkinson