



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

A Resolution entitled "Approval of Attorney Contract With 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 and Bylaws authorizes and empowers the Mandan, Hidatsa and Arikara Tribal Business Council to engage in activity on behalf of and in the best interest and welfare of the Tribes and the enrolled members thereof; and

WHEREAS, The Tribal Business Council is authorized to retain legal counsel on behalf of the Tribe; and

WHEREAS, The Tribal Business Council desires to employ Tyra Wilkinson as a staff attorney for the Tribe's legal department; and

WHEREAS, The contract between Tyra Wilkinson and the Tribe is attached hereto and the Tribal Business Council approves of said contract.

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council hereby approves the attorney contract submitted by Tyra Wilkinson and hereby authorizes the Tribal Chairman to execute the same on behalf of the Tribe.

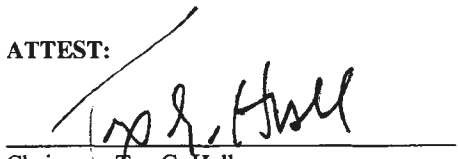
CERTIFICATION

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, 5 were present at a T.B.C. Meeting thereof duly called, noticed, convened and held on the 3rd day of Feb, 2006, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.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 Voting. [] Not Voting.

Dated this 3rd day of Feb, 2006.


Secretary, Nathan Hale
Tribal Business Council

ATTEST:

Chairman, Tex G. Hall
Tribal Business Council



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C E R T I F I C A T I O N

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, __ were present at a _____ Meeting thereof duly called, noticed, convened and held on the ____ day of _____, 2006, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of ____ members, ____ members opposed, ____ members abstained, ____ members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] Voting. [] Not Voting.

Dated this ____ day of _____, 2006.

ATTEST:

Secretary, Nathan Hale
Tribal Business Council

Chairman, Tex G. Hall
Tribal Business Council

EMPLOYMENT CONTRACT
THREE AFFILIATED TRIBES
Staff Attorney

THIS EMPLOYMENT CONTRACT, made and entered into this ___ day of February, 2006 by and between the Three Affiliated Tribes, of 404 Frontage Road, New Town, N.D. 58763 (Hereinafter referred to as TRIBE) and Tyra Wilkinson, Attorney at law, of New Town, N.D. Hereinafter referred to as EMPLOYEE).

WITNESSETH

The Chairman of the Three Affiliated Tribes , pursuant to authority granted by the Three Affiliated Tribes Tribal Business Council and the Constitution and By-laws of the Tribe, hereby contracts with the EMPLOYEE to act as a Staff Attorney for the Three Affiliated Tribes Legal Department under the following terms and conditions:

1. **SCOPE OF WORK:** The EMPLOYEE'S responsibilities under this Contract are as follows:
 - A. The EMPLOYEE shall provide legal advice and counsel to the Three Affiliated Tribes, The Tribal Business Council and all program, entities and sub-divisions of the Tribe, including but not limited to representation before tribal, federal and state courts and administrative agencies; review, drafting and negotiation of contracts; review and file claims on behalf of Tribe; drafting and reviewing of resolutions, ordinances, statutes, and policies and procedures; legal research and drafting of opinions and memorandum regarding legal issues relevant to the Tribe and its entities; attendance at Tribal Business Council and sub-committee meetings; attend meetings and serve on committees, task forces, etc as directed by Tribal Business Council; provide legal representation to the following specific departments and programs: Judicial Committee and the Social Services Department; provide legal advice and guidance to other programs and departments as directed or requested by Tribal Business Council, supervisor or program

directors. The EMPLOYEE shall perform other duties as may from time to time be assigned by the Supervisor, the Tribal Chairman or any member of the Tribal Business Council or by the Chief Executive Officer.

The EMPLOYEE shall be knowledgeable of the Tribe's History, laws, treaties, resources, and other information and data necessary to perform the duties set out in this Agreement.

The EMPLOYEE shall work full-time, Monday through Friday which shall include at a minimum forty hours a week.

In the absence of the Legal Department's Supervising Attorney, the EMPLOYEE shall perform all administrative duties of the supervising attorney.

B. In addition to the duties described in paragraph 1 A, the EMPLOYEE shall adhere to the following conditions:

1. **Supervision:** The EMPLOYEE shall be under the immediate supervision of the Supervisory Attorney.

2. **Tribal Policy Compliance:** The EMPLOYEE shall in the performance of duties hereunder comply with the Tribe's Personnel Policies and Procedures Manual and Supplemental Employment Policies and Procedures, the Property and Procurement Manual, the applicable portions of the Accounting Manual and any other applicable policies, procedures, rules or regulations of the Tribe.

3. **Travel:** The EMPLOYEE shall be available to travel and attend meetings outside of the Fort Berthold Reservation as requested or required to perform and fulfill the duties of this contract.

C. The EMPLOYEE shall perform other duties as may be assigned by the Tribal Chairman, any member of

the Tribal Business Council or any sub committee, the Chief Executive Officer or the Supervisor.

- D. EMPLOYEE certifies that she is licensed to practice law in the State of North Dakota and is a member in good standing of the North Dakota State Bar Association and will at all times continue such membership as well as admission to practice before the Fort Berthold Tribal District Court and the Federal District Court for the State of North Dakota as may be necessary.
 - E. EMPLOYEE shall at all times adhere to the Professional Rules of Conduct governing attorneys in performing the duties set out in this contract.
2. **COMPENSATION:** In consideration of the duties performed in paragraph 1, the EMPLOYEE shall be compensated as follows:
- A. **Base Salary:** The EMPLOYEE shall be paid an annual salary of \$80,000.
 - B. **Employment Status:** The Employee is classified as exempt from the overtime provisions of the Fair Labor Standard Act and is therefore not entitled to overtime pay.
3. **BENEFITS:** The EMPLOYEE shall be entitled to the following employee benefits during the term of this contract:
- A. Medical, Dental, Life, and Short Term Disability Insurance under the terms and conditions of the Tribe's Insurance plan
 - B. Participation in the Tribe's 401-K retirement plan under the terms and conditions of that plan.
 - C. Accumulation of annual and sick leave in accordance with the Tribe's PPM.
 - D. All other leave and holiday benefits set out in the Tribe's Personnel Policies and Procedures Manual.
 - E. All legally mandated employee benefits.
 - F. The use of a company vehicle for work related travel and for commuting to and from work.

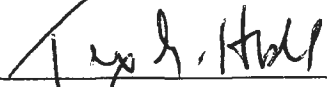
G. Payment of annual bar association dues.

4. **TERMINATION/TERM:**

A. **Term:** The term of this Contract shall be for a two year period commencing January 1, 2006 and ending December 31st, 2007.

B. **Termination:** This Contract may be terminated by the Employee by giving fourteen 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. This Contract may be terminated by the Tribe only for cause after hearing on reasonable notice.

IN WITNESS THEREOF we have hereunto set our hands and seals.



Tex G. Hall
Chairman
Three Affiliated Tribes

9-14-06

DATE

Tyra L. Wilkinson
Attorney at Law
EMPLOYEE

DATE