



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

A Resolution entitled "Approval of Supervising Attorney Contract: Damon K. Williams"

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 renew the Attorney Contract for Damon K. Williams to serve as the Tribe's Supervising Attorney; and

WHEREAS, The contract between Damon K. Williams and the Tribe is attached hereto and the Tribal Business Council approves of said contract.

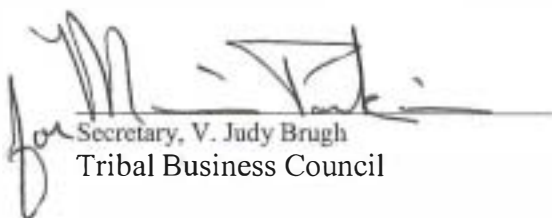
NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council hereby approves the Supervising Attorney Contract for Damon K. Williams and hereby authorizes the Tribal Chairman to execute the same on behalf of the Tribe.

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, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 17 day of April, 2013, 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vote of 6 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.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 [] Voting. [] Not Voting.

Dated this 17 day of April, 2013.


Secretary, V. Judy Brugh
Tribal Business Council

ATTEST:

Chairman, Tex G. Hall
Tribal Business Council

**EMPLOYMENT CONTRACT
THREE AFFILIATED TRIBES
SUPERVISING ATTORNEY**

THIS EMPLOYMENT CONTRACT, made and entered into this 17th day of April 2013 by and between the Three Affiliated Tribes of 404 Frontage Road, New Town, ND, 58763 (Hereinafter referred to as "TRIBE") and Damon K. Williams, Attorney at Law, of PO Box 512 New Town, ND 58763 (Hereinafter referred to as "ATTORNEY").

WITNESSETH

The Tribal Business Council, pursuant to the authority granted by the Tribal Business Council and the Constitution and By-Laws of the Tribe hereby contracts with ATTORNEY to act as the Tribe's SUPERVISING ATTORNEY for the Three Affiliated Tribes and its Legal Department under the following terms and conditions:

1. **SCOPE OF WORK:** The ATTORNEY'S responsibilities under this Contract are as follows:
 - A. The ATTORNEY shall provide legal advice and counsel to the Three Affiliated Tribes, the Tribal Business Council and all programs, entities and sub-divisions of the TRIBE, including but not limited to representation before tribal, federal and state courts and administrative agencies; review, draft and negotiation of contracts, including PL 93-638 contracts with federal governmental agencies and other outside agencies; review and file claims on behalf of the TRIBE; drafting and reviewing of resolutions, ordinances, statues, and policies and procedures; legal research and drafting of opinions and memorandum regarding legal issues relevant to the Tribe and its entities; attendance at the Tribal Business Council and subcommittee meetings; prepare and review all necessary documents for real estate transactions; attend meetings and serve on committees, task forces, etc. as directed by the Tribal Business Council; provide legal representation to the following specific departments and programs: Judicial Committee, Human Resources Department, Tribal Health Department, Tex Fox Justice Center; provide legal advice and guidance to other programs and departments as directed or requested by the Tribal Business Council and program directors. ATTORNEY shall also provide advice and legal counsel to tribal non-governmental entities including 4 Bears Casino, Fort Berthold Development Corporation, MHA Enterprises and other tribal for profit and not for profit corporations when such advice or representation does not provide a conflict of interest with ATTORNEY's duties to the TRIBE that cannot be adequately resolved through proper disclosures. The ATTORNEY shall perform other duties as may be from time to time be assigned by the Tribal Business Council, any member of the Tribal Business Council or the Chief Executive Officer.

The ATTORNEY shall be knowledgeable of the Tribe's history, laws, treaties, resources and other information and data necessary to perform the duties as set out in the Contract.

- A. Full Family 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 the plan.
- C. All annual and sick leave as accrued in accordance with the TRIBE's PPM.
- D. All other leave and holiday benefits as set out in the TRIBE's PPM.
- E. All legally mandated employee benefits.
- F. Payment of all licensing fees, annual bar and professional association dues and Continuing Legal Education fees and expenses.

4. **TERMINATION / TERM / SEVERANCE:**

A. **TERM:** The Term of this Contract shall be for a two-year period that shall begin on August 21, 2013, after the expiration of ATTORNEY's current contract. The Contract shall end on August 19, 2015.

B. **TERMINATION BY ATTORNEY:** ATTORNEY may terminate this Contract by giving sixty (60) day written notice to the TRIBE. ATTORNEY shall be entitled to all provisions under this CONTRACT until the date of actual termination including but not limited to all salary and benefits.

C. **TERMINATION BY TRIBE:** The TRIBE may terminate this Contract by giving sixty (60) day written notice to ATTORNEY. The following provisions shall apply to said termination:

1. **TERMINATION WITHOUT CAUSE:** Upon sixty (60) day written notice, the TRIBE may terminate this contract without cause, in which case the ATTORNEY shall be entitled to not less than his BASE SALARY and all benefits to which he would have been entitled to at the time of termination, if any, prorated through the last day of the pay period which ATTORNEY's last day falls within, plus an additional payment equal to twelve months of salary and which shall also include payment for all annual leave or its equivalent as accrued by ATTORNEY up to the last day of the pay period which ATTORNEY's last day of employment falls within. ATTORNEY's last day of employment shall include all reasonable time necessary to properly transfer, sever and close all current and outstanding legal matters relating to the TRIBE for which the ATTORNEY remains legally and ethically responsible for. The ATTORNEY shall endeavor to minimize the time that is required to take such actions mentioned in the foregoing sentence by seeking to

The ATTORNEY shall work full time, Monday through Friday which includes a minimum of forty hours a week and shall work overtime as necessary to fulfill the duties as set forth in this Contract.

The ATTORNEY's duties shall also include, but are not limited to:

1. Preparation of a budget for the Legal Department (including submittal and approval of the budget by the Tribal Business Council) and approval of all expenditures of the Legal Department including but not limited to: salaries, benefits, equipment, supplies, telephone (including cell phones and internet access), legal materials, internet research services), Bar membership fees, court fees, copying, postage, and other mailing or shipping costs, notary public fees, travel and training (including Continuing Legal Education requirements) and other such expenses as from time to time are necessary of the Legal Department.
2. Develop an understanding of the skill of each staff attorney and all other attorneys employed by the TRIBE and its entities and other staff members. Develop mechanisms for supervision and assignment of legal work of each attorney and Legal Department staff that takes into account the needs of various departments and entities of the TRIBE for which legal services are needed.
3. Develop and maintain a mechanism to monitor the progress towards accomplishment of legal tasks assigned to staff attorneys and all attorneys employed by the TRIBE, outside legal counsel and Legal Department staff.
4. Provide overall administrative supervision of the Legal Department, including staff attorneys and all other attorneys employed by the TRIBE and Legal Department staff, including such things as signing time sheets, requests for leave, resolving disputes where possible and other supervision.

B. TERMS AND CONDITIONS OF EMPLOYMENT: In addition to the duties described in paragraph 1a, the ATTORNEY shall adhere to the following conditions:

1. **SUPERVISION:** The ATTORNEY shall be under the immediate supervision of the Tribal Business Council.
2. **TRIBAL POLICY COMPLIANCE:** The ATTORNEY 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 except where in conflict

with any provision of this Contract. In those instances where the TRIBE's policies and this Contract are in conflict, the provisions of this Contract shall control.

3. **TRAVEL:** The ATTORNEY shall be available to travel and attend meetings outside the Fort Berthold Reservation as requested or required to perform and fulfill the duties of this Contract.
 - C. The ATTORNEY shall perform other duties as may be assigned by the Tribal Business Council, any individual member of the Tribal Business Council or an sub committee and the Chief Executive Officer.
 - D. ATTORNEY certifies that he is licensed to practice law in the States of North Dakota, Kansas and is a member in good standing of the North Dakota and Kansas State Bar Associations and will at all times continue such membership as well as admission to practice law before the Fort Berthold District Court and the Federal District Court for the State of North Dakota as may be necessary.
 - E. ATTORNEY 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 ATTORNEY shall be compensated as follows:
 - A. **BASE SALARY:** The ATTORNEY shall be paid an annual salary of \$130,724.00.
 1. ATTORNEY shall be eligible for any COLAs or other incentive payments available under Tribal policies.
 - B. **EMPLOYMENT STATUS:** The Attorney is classified as EXEMPT from the overtime provisions of the Fair Labor Standards Act and is therefore not entitled to overtime pay.
 - C. **HOUSING:** ATTORNEY shall be provided suitable family housing for the duration of the contract with ATTORNEY responsible for all utilities. Upon termination of this or any future contract, ATTORNEY shall be provided a ninety day grace period to rent or purchase any dwelling he is provided by the TRIBE.
 1. ATTORNEY at any time under this Contract, may request to purchase the dwelling provided to him under this Contract and shall be eligible for any homebuyer's assistance offered by the TRIBE.
3. **BENEFITS:** The ATTORNEY shall be entitled to the following employee benefits during the terms of the Contract:

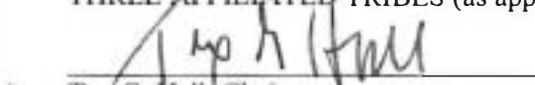
transfer such matters, where possible and practicable to other attorneys employed by the TRIBE.

2. **TERMINATION WITH CAUSE:** Upon sixty (60) days notice, the TRIBE may terminate this Contract for cause, in which case ATTORNEY shall receive the Base Salary and all benefits to which he would have been entitled to at the time of termination, if any, prorated through the last day of the pay period which ATTORNEY's last day falls within. This shall include all annual leave or its equivalent as accrued by ATTORNEY up to the last day of the pay period in which ATTORNEY's last day falls within including all associated benefits. Proper cause for termination under this Contract shall be expressly limited to: (1) a finding of an ethical violation as provided in an ethical determination by a state licensing body and its agencies; (2) loss of license to practice law in any State for cause other than non-renewal; or (3) a material breach of the terms of this Contract including a willful failure to perform the duties set out herein as specifically related to parts (1) or (2) of this section. Failure to perform where ATTORNEY is ethically or legally prohibited from performing any duty shall not provide sufficient cause for a determination for breach of any provision of this Contract.

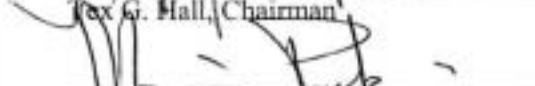
- 5. **CONFLICT OF INTEREST:** ATTORNEY agrees that he shall refrain from engaging in any outside work that in direct conflict with any direct interests of the TRIBE.
- 6. **SEVERABILITY:** It is understood and agreed by both parties that if any provision or term of this Contract is held to be illegal or void, the validity of the remaining terms and provisions shall not be affected.
- 7. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be held to waive the Sovereign Immunity of the Tribe, its officials, officers, agents and assigns.

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

THREE AFFILIATED TRIBES (as approved by Resolution 13-058, April 17, 2013)



Tex G. Hall, Chairman



Mervin Packineau, Treasurer


4-17-13

Date

4-17-13

Date

ATTORNEY



Damon K. Williams One LLC

4/17/13

Date