Resolution #81- 7/

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

WHEREAS . This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, The Constitution and Bylaws of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities for the welfare and benefit of the tribes and tribal members; and

WHEREAS, The Tribal Business Council contract for legal counsel ended November 30, 1980; and

WHEREAS, Interviews were held with qualified candidates for Tribal Attorney on February 20, 1981; and

WHEREAS. The Tribal Business Council voted by secret ballot to hire Vance Gillette as Tribal Attorney; and

THEREFORE BE IT RESOLVED, that the Tribal Business Council officially approves Vance Gillette as legal counsel for the Tribal Business Council; and

BE IT FURTHER RESOLVED, that a contract with Vance Gillette be entered into immediately.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 11 members of whom 7 constitutes a quorum, 10 were present at a <u>freend</u> Meeting, thereof duly called, noticed, convened and held on the <u>6</u> day of <u>mark</u>, 1981; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of <u>9</u> members, pmembers opposed, / members abstained, _ members not voting, and that said resolution has not been rescinded or amended in any way.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 6 DAY OF March, 1981.

SECRETARY, TRIBAL BUSINESS COUNCIL

ATTEST:

CHAIRMAN, TRIBAL BUSINESS COUNCIL

ATTORNEY CONTRACT

THIS AGREEMENT, made and entered into this <u>6th</u> day of March , 1981, by and between the Governing Body of the Three Affiliated Tribes of the Fort Berthold Reservation, situated at New Town, North Dakota, hereinafter called the TRIBE, and Vance Gillette, Attorney at Law, Post Office Box 2379, Bismarck, North Dakota 58502, hereinafter called the ATTORNEY, is as follows:

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1. That the TRIBE, under the authority vested therein by Resolution of the Tribal Business Council adopted on the <u>6th</u> day of <u>March</u>, 1981, which is hereunto attached, and made a part hereof, hereby contracts with and retains Vance Gillette as ATTORNEY in the matters hereinafter mentioned.

2. The TRIBE will retain the ATTORNEY as legal counsel to appear as such before all Federal and State courts, agencies, and committees of the Congress and State Legislature. Other duties as legal counsel will be in connection with the ordinary business of the TRIBE, its Boards, Corporations, and Sub-divisions except the claims before the Indian Claims Commission.

3. In consideration of the services to be rendered, the ATTORNEY shall receive payments limited to a total of Twenty-Eight Thousand Dollars (\$28,000.00) for the contract period from March 6, ____, 1981 to January 31, 1982. The ATTORNEY shall receive for his services a fee based upon an hourly rate of Fifty-Five Dollars (\$55.00) per hour. The ATTORNEY shall keep an accurate accounting of the number of hours involved and shall submit such accounting to the TRIBE at the end of each month during the duration of this contract.

4. The TRIBE will reimburse the ATTORNEY for all necessary
and reasonable expenses, including long distance telephone calls,
printing of document, in the handling of any lawsuits or ordinary
business, but not including office expenses such as rent, light,
heat, and stenographic services. Mileage shall be at the rate
of Thirty-Five Cents (\$.35) per mile traveled in connection with
the business of the TRIBE. All out-of-pocket expenses incurred by

the ATTORNEY while representing the TRIBE shall be reimbursable from the TRIBE. ATTORNEY expenses to be reimbursed, not exceeding Seven Thousand Dollars (\$7,000.00) per annum, shall be itemized and verified by the ATTORNEY. Payment of compensation and reimbursement of expenses shall be made only upon the submission of proper vouchers.

5. Notwithstanding the above provisions, the ATTORNEY shall receive for his services a maximum of Four Hundred and Forty Dollars (\$440.00) per day, excluding mileage and expenses.

6. It is mutually understood and agreed that payment of compensation and expenses under the terms of this contract shall be contingent upon availability of funds in the tribal treasury or from appropriation of tribal funds by Congress.

7. The ATTORNEY shall tender to the TRIBE and to the Secretary of the Interior or his agents a written report of the services rendered to the TRIBE not less frequently than semiannually and at such other times as may be requested.

8. This contract may be terminated by either party by giving 30 days written notice to the other party, the Secretary of the Interior or his authorized representative, and to the Area Directors, and if the contract shall be so terminated the ATTORNEY shall receive such compensation as the Secretary of the Interior or his authorized representative may determine equitably to be due to date of termination.

9. ATTORNEY stipulates that he is a licensed member in good standing of the Bar of the State of North Dakota and to the best of his knowledge, no disciplinary proceeding have been instituted against him by any Bar Association of any jurisdiction of the United States or its territories.

10. This contract shall commence retroactively from March 6 _____, 1981 and shall continue until January 31, 1982, and may be continued thereafter by mutual consent of the parties and the consent and approval of the Secretary of the Interior or his agents.

VANCE GILLETTE ATTORNEY-AT-LAW BISMARCK, N. DAK. 58501

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DATED at New Town, North Dakota, this 6th day of , 1981. March GOVERNING BODY OF THE THREE AFFILIATED TRIBES Clelle TRIBES THREE AFFILIATED Ĥ റ് VANCE GILLETTE, ATTORNEY AT LAW P.O. Box 2379 Bismarck, ND 58502 VANCE GILLETTE Attorney-At-Law Bismarck, N. Dax. 58501