

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, Vance Gillette has satisfactorily served as legal counsel, Contract No. A00C14200802, since March 6, 1981 and his Contract is up for renewal.

THEREFORE BE IT RESOLVED, that the attached attorney contract between the Three Affiliated Tribes and Vance Gillette is hereby approved.

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 Reservation, hereby certify that the Tribal Business Council is composed of 11 members of whom 7 constitutes a quorum, 8 were present at a Regular Meeting, thereof duly called, noticed, convened and held on the 9 day of September 1982; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 7 members, 1 members opposed, 0 members abstained, 0 members not voting, and that said resolution has not been rescinded in any way.

Chairman (voting) (~~not voting~~)

DATED THIS 9 DAY OF Sept, 1982.

Albi Walker
SECRETARY, TRIBAL BUSINESS COUNCIL

ATTEST:

Austin H. Bismuth
CHAIRMAN, TRIBAL BUSINESS COUNCIL

GENERAL COUNSEL CONTRACT

THIS AGREEMENT, made and entered into this 9th day of September, 1982, 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:

WITNESSETH:

1. That the TRIBE, under the authority vested therein by Resolution of the Tribal Business Council adopted on the 9th day of September, 1982, 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 general 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, as required by law, except the claims before the Indian Claims Commission.
3. The ATTORNEY in the performance of the duties required of Vance Gillette under this contract, shall be subject to the supervision and direction of the Tribal Business Council of the Three Affiliated Tribes.
4. 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 or 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 he may receive.

5. In consideration of the services to be rendered, the ATTORNEY shall receive a compensation of sixty dollars (\$60.00) per hour limited to an annual total of \$30,000.00, payable monthly, Provided, That if less than four hours of services are rendered, the fee due that date shall not exceed one half of the daily fee, plus all necessary and reasonable expenses, including traveling expenses, long distance telephone calls and telegraph, printing of documents, photostats and such like expenses, but not including office expenses such as rent, light, heat and stenographic or clerical services. Mileage shall be paid at the rate of thirty-five cents (\$.35) per mile traveled in connection with business of the TRIBE. The expenses paid shall not exceed \$7,000.00 per annum, unless additional amounts are authorized by the tribal council and approved by the Secretary of the Interior or his authorized representative. Except in emergency situations, advance approval shall be obtained for such additional amounts. Payment of compensation and reimbursement of expenses shall be made only upon the submission of proper vouchers and approval of the Secretary of the Interior or his duly authorized representative. 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 Secretary of the Interior of the TRIBE, and no attorney having any interest in the contract or in the fee 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 unless there is left surviving one attorney or more who is a party to this contract or who holds an interest therein under an assignment duly approved by the Tribal Business Council and the Secretary of the Interior or his authorized representative, in which event such surviving attorney or attorneys shall serve as the ATTORNEY under this contract until it expires or is terminated in accordance with the terms hereof.

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 Director, 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. This contract may also be terminated for cause by the Secretary of the Interior after a hearing on reasonable notice. If the Secretary finds that the interests of the TRIBE so require, he may suspend the contract and the payment of all compensation due or accruing to the attorneys thereunder pending a hearing which shall be held without unreasonable delay.

10. 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 upon an appropriation by Congress from tribal funds held by the United States to the credit of the TRIBE.

11. The ATTORNEY shall render to the TRIBE and to the Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE not less frequently than semi-annually and at such other times as may be requested by the Secretary of the Interior or his authorized representative.

12. ATTORNEY stipulates that he is a fully licensed member in good standing of the bar of the state of North Dakota, and to the best of his knowledge no disciplinary proceedings have been instituted against him by any bar association or any jurisdiction of the United States or its territories which are pending and/or unresolved and he 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 for a period of one (1) year beginning with the date of approval by the Secretary of the Interior or his authorized representative 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.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written.

THREE AFFILIATED TRIBES

By *Arthur H. Beckett*

VANCE GILLETTE, ATTORNEY AT LAW

By *Vance Gillette*

VANCE GILLETTE
Attorney At Law
Box 2379
Blairarck, ND 58502