

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 of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities 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 Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to employ legal counsel and to determine their fees; and

WHEREAS, The proposed reorganization of the Legal Department of the Three Affiliated Tribes provides sufficient funds for the employment of an additional attorney within the Department in the capacity of Staff Attorney; and

WHEREAS, It is the considered judgment of the Tribal Business Council that, upon the basis of its scrutiny of her qualifications, P. Diane Johnson would provide meritorious services in assuming the duties and responsibilities inherent in the position of Staff Attorney with the Legal Department; and

WHEREAS, The Tribal Business Council has reviewed the proposed In-House Counsel Contract between the Three Affiliated Tribes and P. Diane Johnson;

NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council hereby approves entry into the In-House Counsel Contract between the Three Affiliated Tribes and P. Diane Johnson, said Contract to be effective throughout the period commencing on the 30th day of January, 1986 and terminating on the 30th day of September, 1988 (a true and correct photostatic copy of which Contract is attached hereto and made part hereof).

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, 11 were present at a Special Meeting

IN-HOUSE COUNSEL CONTRACT

THIS AGREEMENT, made and entered into this 30th day of January, 1986, by and between Alyce Spotted Bear and Paul Goodiron, acting for and on behalf of the Three Affiliated Tribes of the Fort Berthold Reservation, and P. Diane Johnson, Attorney at Law, residing at New Town, North Dakota.

WITNESSETH:

1. That the Three Affiliated Tribes, hereinafter referred to as the TRIBE, under the authority vested therein by Resolution of the Tribal Business Council, adopted on the 30th day of January, 1986, which is hereunto attached and made a part hereof, hereby contracts with, retains, and employs P. Diane Johnson as Attorney in the matters hereinafter mentioned.

2. It shall be the duty of P. Diane Johnson, 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. In-House Counsel duties shall not be deemed to include and will not include any services in connection with Tribal claims against the United States.

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 Three Affiliated Tribes.

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 or attorneys as she 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 a compensation of \$28,500.00 per year payable biweekly; provided, that if less than four (4) hours of services are rendered, the compensation due that date shall not exceed one-half ( $\frac{1}{2}$ ) of the daily compensation, plus all necessary and reasonable expenses. The expenses paid shall not exceed Two Thousand and 00/100 Dollars (\$2,000.00) per annum, unless additional amounts are authorized by the Tribal Business 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. 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 or 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 (1) attorney or more who holds an interest herein 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 thirty (30) days written notice to the other party, to 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 the 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 Three Affiliated Tribes so require, he may suspend the Contract and the payment of all compensation due or accruing to the ATTORNEY, 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 term 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.

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. The ATTORNEY stipulates that she is a fully licensed member in good standing of the Bar 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 30th day of January, 1986, and terminating on the 30th day of September, 1988.

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

THE THREE AFFILIATED TRIBES

BY: *Alvin L. Anderson*  
TRIBAL BUSINESS COUNCIL CHAIRPERSON

AND: *Nathan Paul Goodwin*  
TRIBAL BUSINESS COUNCIL TREASURER

IN-HOUSE COUNSEL

*P. Diane Johnson*  
P. DIANE JOHNSON

Resolution No. 86-16-C con'd

thereof duly called, noticed, convened and held on the 30 day of January, 1986; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 11 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 30 day of January, 1986.

John Chasing  
Secretary, Tribal Business Council

ATTEST:

Oliver Skolden  
Chairman, Tribal Business Council