

ORIGINALLY EXECUTED COPIES OF RESOLUTION HAS ATTACHED  
ATTORNEY CONTRACT RECEIVED ON 1/16/91 BY TRANSMITTAL  
TO ABERDEEN AREA OFFICE

*Meigh Olson*

Resolution #90-217-TL

**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, with the selection of counsel and the determination of the amount of attorney fees and related expenses being subject to the approval of the Secretary of the Interior or his authorized representative pursuant to 25 U.S.C. Section 476; and
- WHEREAS,** Article VI, Section 5(c) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to administer any funds within the exclusive control of the Tribes and to make expenditures from available Tribal funds for the public purposes of the Tribes, including the payment of salaries and other compensation to Tribal officials and employees; and
- WHEREAS,** Via formal motion, the Tribal Business Council, at its Regular Meeting held on the 13th day of October, 1988, selected and employed P. Diane Johnson to assume the duties and responsibilities inherent in the Staff Attorney position in the Tribal Legal Department, based upon the quality of the services P. Diane Johnson had previously provided to the Three Affiliated Tribes in the capacity of Staff Attorney with the Legal Department from February, 1986 through April, 1987; and
- WHEREAS,** Via Resolution #88-231-TL, the Tribal Business Council subsequently approved entry into an In House Counsel Contract between the Three Affiliated Tribes and P. Diane Johnson, the term of which Contract began on October 1, 1988 and ended on September 30, 1989; and

**WHEREAS,** Via Resolution #89-221-TL, the Tribal Business Council, in the following year, approved the renewal of the above-referenced In House Counsel Contract, the term of which contract renewal began on October 1, 1989 and will end on September 30, 1990; and

**WHEREAS,** The Tribal Business Council has reviewed and considered the proposed renewal contract between the Three Affiliated Tribes and P. Diane Johnson and deems it advisable and beneficial to the interests of the Tribes to enter into said proposed contact;


**NOW, THEREFORE, BE IT RESOLVED,** That the Tribal Business Council of the Three Affiliated Tribes, pursuant to its Constitutional authority, hereby formally approves entry into the In House Counsel Contract between the Three Affiliated Tribes and P. Diane Johnson ( a photostatic copy of which Contract is attached hereto and made part hereof), subject to the approval of the Secretary of the Interior or his authorized representative pursuant to 25 U.S.C. Section 476 as delegated by 10 BIAM 3.1.

**BE IT FURTHER RESOLVED,** That, as provided in Clause 10 of the attached Contract, it is mutually understood and agreed to by the parties to the Contract that payment of compensation and expenses under the terms of the Contract shall be contingent upon the availability of Tribal funds throughout the term of the Contract.

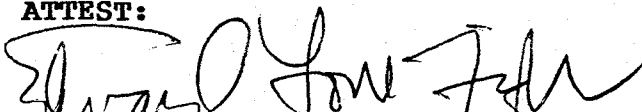
**C E R T I F I C A T I O N**

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 7 members of whom 5 constitute a quorum, 7 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 20th day of September, 1990; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 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 the 18th day of October, 1990.

  
Secretary, Tribal Business Council

**ATTEST:**

  
Chairman, Tribal Business Council

IN HOUSE COUNSEL CONTRACT

**THIS AGREEMENT**, made and entered into pursuant to 25 U.S.C. Sec. 476 and 25 C.F.R. Secs. 89.1-89.6, this 1st day of October, 1990, by and between the Three Affiliated Tribes of the Fort Berthold Reservation, and P. Diane Johnson, Attorney at Law, residing at Mandaree, North Dakota.

**WITNESSETH:** That, in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree as follows:

1. The Three Affiliated Tribes, hereinafter referred to as the **TRIBE**, under the authority vested therein by Resolution #90-207-TL of the Tribal Business Council, adopted on the 20th day of September, 1990, which is hereunto attached and made a part hereof, hereby contracts with, retains, and employs P. Diane Johnson as in house counsel 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.

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 Supervising Attorney of the Legal Department of the **TRIBE**.

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 and 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 compensation in the amount of Forty-Two Thousand and 00/100 Dollars (\$42,000.00) per year payable biweekly. The additional operating expenses paid shall not exceed the amount of the authorized and approved funds budgeted for the **ATTORNEY**, unless additional amounts are authorized by the Tribal Business Council. 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 Supervising Attorney of the Legal Department of the **TRIBE**.

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 **TRIBE** or of the Secretary of the Interior, and no attorney having any interest in the Contract or in the compensation 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.

8. This Contract may be terminated by the **ATTORNEY** by giving thirty (30) days written notice to the **TRIBE**, to the Secretary of the Interior or his authorized representative, and to the Area Director. This Contract may be terminated for cause by the **TRIBE** after a hearing on reasonable notice. 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 **TRIBE** 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 terms 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**. It is expressly agreed that the **ATTORNEY** shall have the right to negotiate an increase in compensation should available Tribal funds support any such negotiated increase.

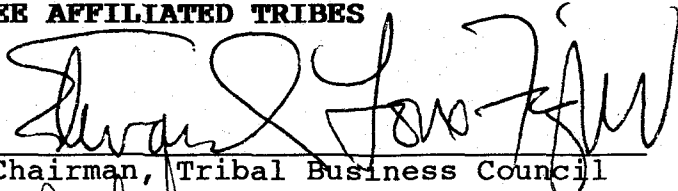
11. The **ATTORNEY** shall render to the **TRIBE** and to the Secretary of the Interior or his authorized representative a written report of the services rendered to the **TRIBE** not less frequently than annually and at such other times as may be requested by the **TRIBE** or the Secretary of the Interior 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 1st day of October, 1990, and terminating on the 30th day of September, 1991.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the day and year first above written.

**THREE AFFILIATED TRIBES**

BY:   
Chairman, Tribal Business Council

AND:   
Treasurer, Tribal Business Council

**IN HOUSE COUNSEL**

P. DIANE JOHNSON  
P. Diane Johnson