

See R#97-169-DSB

7/21/97

*msb*

RESOLUTION NO. 95-54 DSB

A RESOLUTION ENTITLED "A RESOLUTION APPROVING CONTRACT OF EMPLOYMENT WITH CHRISTOPHER D. QUALE AS LEGAL COUNSEL WITH LEGAL DEPARTMENT OF THE THREE AFFILIATED TRIBES".

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

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, The Tribal Business Council has reviewed and considered the proposed contract between the Three Affiliated Tribes and Christopher D. Quale and deems it advisable and beneficial to the interests of the Tribes to enter into said proposed contract;

NOW, 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 Christopher D. Quale (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.

*Rec'd  
4-13-95  
mb*

memorandum

*Forward to  
Chairman w/cover  
letter*

DATE:

APR 04 1995

REPLY TO  
ATTN OF:

Aberdeen Tribal Government Services

SUBJECT:

Renewal of In House Counsel Contract No. A00C14201231

TO:

Acting Superintendent, Fort Berthold Agency

Attached are documents of approval for the renewal of In House Counsel Contract No. A00C14201231 between the Three Affiliated Tribes of the Fort Berthold Reservation and the law firm of Christopher D. Quale, New Town, North Dakota. The contract is approved with the following understandings:

1. This contract is approved with the understanding that any compensation from appropriated funds must be approved prior to the service being performed in accordance with 25 CFR 89.40 ET SEQ., as promulgated in the Federal Register, Rules and Regulations, Pages 3966-3969.
2. All vouchers for compensation and expenses be submitted for our approval prior to payment in accordance with our regulations under 42 IAM 6.6.6., after approval by the Tribal Council.
3. The effective date is retroactive from February 1, 1995, through July 31, 1997.



Acting Area Director

cc: Chairman, Three Affiliated Tribes

Christopher D. Quale  
P.O. Box 471  
New Town, North Dakota 58763

*note: This will be filed in Perso Book  
with Perso # 95-54-DSB.*

*mb*

BUREAU OF INDIAN AFFAIRS  
ABERDEEN AREA OFFICE  
ABERDEEN, SOUTH DAKOTA

The renewal of In House Counsel Contract No. A00C14201231 between the Three Affiliated Tribes of the Fort Berthold Reservation and the law firm of Christopher D. Quale, P.O. Box 471, New Town, North Dakota 58763 is approved pursuant to 25 USC 476 as delegated by 10 BIAM 3.1.

The effective date is retroactive from February 1, 1995, through July 31, 1997.



Acting Area Director

Date: 4-4-95

attach R#95-54-DSB



# United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Aberdeen Area Office

115 Fourth Avenue S.E.

Aberdeen, South Dakota 57401

IN REPLY REFER TO:

Tribal Government Services

*myat,  
Under Ad/ATTN  
1231 + A  
Pup  
3-31-95*

FEB 22 1995

Memorandum

To: Superintendent, Fort Berthold Agency

From: Tribal Government Services

Subject: Tribal Resolution

We have received Tribal Resolution No. 95-54-DSB enacted by the Tribal Business Council of the Three Affiliated Tribes.

The resolution has been referred to Tribal Government Services for approval and the Field Solicitor for comments.

Comments:

(Sgd) Paul W. Picotte

Tribal Government Officer

cc: Chairman, Three Affiliated Tribes  
Tribal Government Services  
Office of the Field Solicitor, Fort Snelling, MN  
File

*attach. R# 95-54-DSB*

# memorandum

DATE: February 15, 1995

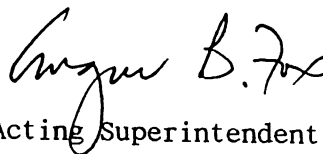
REPLY TO  
ATTN OF: Acting Superintendent, Fort Berthold Agency

SUBJECT: Attorney Contract - Three Affiliated Tribes and Christopher D. Quale

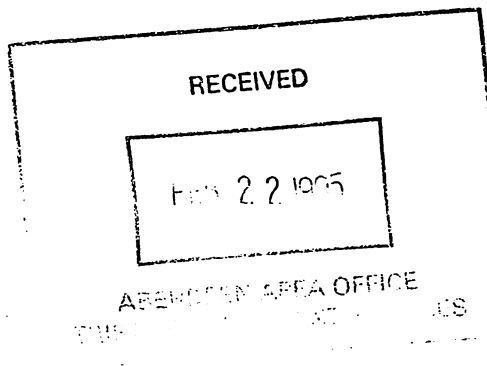
TO: Aberdeen Area Director  
Attn: AAO Tribal Government MC 304

The Three Affiliated Tribes have submitted an attorney contract with Christopher D. Quale effective February 1, 1995 through July 31, 1997. The authorizing Resolution is also attached.

We are recommending approval of the contract as it appears complete.

  
Acting Superintendent

Attachment



*Henry*

*UBx  
143*

Mandan, Hidatsa, and Arikara Tribes

LEGAL DEPARTMENT

Tribal Administration Building  
HC3 Box 2  
New Town, North Dakota 58763  
(701) 627-3621

February 7, 1995

Larry Burr, Acting Supt.  
Bureau of Indian Affairs  
Fort Berthold Agency  
New Town, ND 58763

Re: Attorney Contract

Dear Mr. Burr:

Enclosed is the original copy of the In House Counsel Contract for Christopher D. Quale, Esq., and Tribal Resolution 95-54-DSB.

If you need any further information please contact our office.

Sincerely,

*Danile J.W. Henry*  
Danile J.W. Henry  
Paralegal/Legal Dept.

**RECEIVED**  
BRANCH OF ADMINISTRATION  
FEB - 9 1995  
**FORT BERTHOLD AGENCY**  
NEWTOWN, N. DAKOTA 58763

RECEIVED  
FEB 22 1995  
ADMINISTRATIVE SERVICES

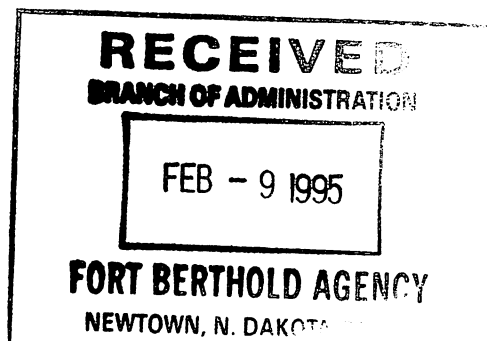
**IN HOUSE COUNSEL CONTRACT**

**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 February, 1995, by and between the Three Affiliated Tribes of the Fort Berthold Reservation, and Christopher D. Quale, Attorney at Law, residing at Bismarck, 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 #95-54 -DSB of the Tribal Business Council, adopted on the 26th day of January, 1995, which is hereunto attached and made a part hereof, hereby contracts with, retains, and employs Christopher D. Quale as in house counsel in the matters hereinafter mentioned.

2. It shall be the duty of Christopher D. Quale, 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.



*Attach. R# 95-54-DSB*



3. The **ATTORNEY**, in the performance of the duties required of him under this Contract, shall be subject to the supervision and direction of the Tribal Business Council 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 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 compensation in the amount of Fifty-Eight Thousand and 00/100 Dollars (\$58,000.00) 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 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 **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.

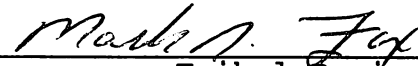
12. The **ATTORNEY** stipulates that he is a fully licensed member in good standing of the Bars of the States of North Dakota and Minnesota and, to the best of his knowledge, no disciplinary proceedings have been instituted against him by any bar association of any jurisdiction of the United States or 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 throughout the period commencing on the 1st day of February, 1995, and terminating on the 31st day of July, 1997.

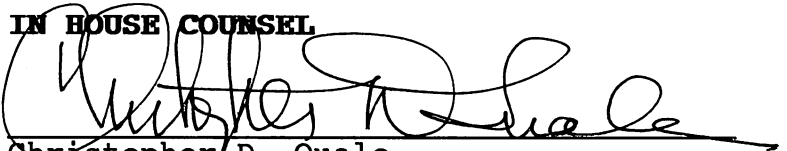
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the day and year first above written.

**THREE AFFILIATED TRIBES**

BY:   
Chairman, Tribal Business Council

AND:   
Treasurer, Tribal Business Council

**IN HOUSE COUNSEL**

  
Christopher D. Quale

**RECEIVED**

**BRANCH OF ADMINISTRATION**

FEB - 9 1995

RESOLUTION NO. 95-54 DSB

**FORT BERTHOLD AGENCY**

A RESOLUTION ENTITLED "A RESOLUTION APPROVING CONTRACT OF EMPLOYMENT WITH CHRISTOPHER D. QUALE AS LEGAL COUNSEL WITH LEGAL DEPARTMENT OF THE THREE AFFILIATED TRIBES".

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

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 and 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, The Tribal Business Council has reviewed and considered the proposed contract between the Three Affiliated Tribes and Christopher D. Quale and deems it advisable and beneficial to the interests of the Tribes to enter into said proposed contract;

NOW, 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 Christopher D. Quale (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.

RECEIVED

FEB 22 1995

ABERDEEN AREA OFFICE  
TRIBAL GOVERNMENT SERVICES

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

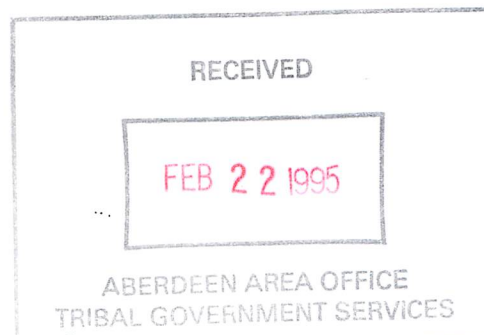
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 26 day of January, 1995 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 26 day of January, 1995

Daylon Spotted Bear  
Secretary, Tribal Business Council

ATTEST:

  
\_\_\_\_\_  
Chairman, Tribal Business Council



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 26 day of January, 1995 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 26 day of January, 1995

Daylon Spotted Bear  
Secretary, Tribal Business Council

ATTEST:

  
\_\_\_\_\_  
Chairman, Tribal Business Council