

RESCINDED

9-26-97

R#97-225

msb

1 of 2

Resolution #95 215-EH

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

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 Thomas M. Disselhorst (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.

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 12TH day of OCTOBER, 1995, by and between the Three Affiliated Tribes of the Fort Berthold Reservation, and Thomas M. Disselhorst, 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 #95-215-DSB of the Tribal Business Council, adopted on the 12th day of October, 1995, which is hereunto attached and made a part hereof, hereby contracts with, retains, and employs Thomas M. Disselhorst as in house counsel in the matters hereinafter mentioned.

2. It shall be the duty of Thomas M. Disselhorst, 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 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 Forty-Eight Thousand and 00/100 Dollars (\$48,000.00) 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/her 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/her 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/her 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/she 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/her 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/her authorized representative.

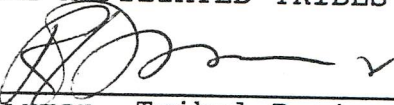
12. The **ATTORNEY** stipulates that he is a fully licensed member in good standing of the Bar of the State of North Dakota

and, to the best of his knowledge, no disciplinary proceedings have been instituted against him by any bar association 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 9th day of October, 1995, and terminating on the 8th day of October, 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: Mark A. Fox
Treasurer, Tribal Business Council

IN HOUSE COUNSEL


Thomas M. Disselhorst

(Tape 3)

MOTION made by Austin Gillette to authorize Todd Hall and Dave Brendsel to negotiate with the Community First National Bank for a loan and authorize Chairman Mason and Treasurer Fox to sign the documents. Motion seconded by Ivan Johnson.

Discussion: Mr. Gillette stated, as part of the repayment package, the tribes should establish a policy of not giving any buffalo away until our financial situation is stable, since we are using the buffalo as collateral and will owe money on them. He noted there is a moratorium on distribution of buffalo at this time.

Motion: Austin Gillette
Second: Ivan Johnson
Vote: 7 in favor. Motion Carried.

H. Personnel Actions.

1. Staff Attorney Selection.

Mark Fox named the top five candidates whom he had rated for this position.

Austin Gillette stated one of the top five candidates, Mr. Tom Disselhorst, was in the building, and he requested that Mr. Disselhorst be allowed an opportunity to meet with the council so they could ask him questions. Mr. Disselhorst met with the council and answered their questions. He has worked with Turtle Mountain recently, and as advisor to United Tribes Technical College for several years.

MOTION made by Edwin Hall to hire Mr. Disselhorst as the Three Affiliated Tribes' Staff Attorney. Mark Fox seconded Mr. Hall's motion.

Vote: 6 for, 1 abstained. Carried.

2. Approval for Third Staff Attorney Position.

Mark Fox requested approval from the council to initiate for advertisement and possible selection of a third attorney to get the advertising process

THOMAS M. DISSELHORST
ATTORNEY AT LAW

Attachment #3 to
95-215-EH
1 of 1
311 E. THAYER AVE., SUITE 129
P.O. BOX 2463
BISMARCK, NORTH DAKOTA 58502
TELEPHONE: 701-258-2769
TELEFAX: 701-258-0502

October 6, 1995

Russell "Bud" Mason, Sr.
Chairman
Three Affiliated Tribes
HC 3, Box 2
New Town, North Dakota 58763

Re: Bruce Lien Co. and Three
Affiliated Tribes Arbitration
Arbitration No. 56 133 00057 95
Resignation as Party Appointed
Third Arbitrator

Dear Chairman Mason:

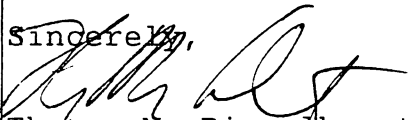
For the reasons stated below, I hereby resign as your party appointed arbitrator, effective October 7, 1995.

First, the Three Affiliated Tribes Tribal Court has stayed, by Tribal Court order dated October 6, 1995, the arbitration proceeding set to begin on Monday, October 9, 1995. Since you have now offered me a full time staff position as staff attorney for the Three Affiliated Tribes, I believe it would be a conflict of interest for me to continue in my capacity as your party appointed arbitrator.

Second, in light of the pending review by the National Indian Gaming Commission of the Management Agreement between Bruce H. Lien Co. and the Three Affiliated Tribes, which I believe may significantly affect the terms of the Management Agreement on which the issues to be arbitrated rest, I do not believe that I can ethically represent the Three Affiliated Tribes in a situation where the supposed neutral arbitrator does not accept the review authority of the Federal government over such management contracts. This is especially true in light of a Management Agreement which purportedly affects the sovereign rights of the Three Affiliated Tribes to regulate its gaming enterprise.

It will remain my intent to assist the Tribes in determining a replacement party appointed arbitrator at the Tribes' earliest opportunity. Thank you for allowing me to be of service to you.

Sincerely,


Thomas M. Dissethorst
Attorney at Law

TD:TD

cc: Nancy Quam, American Arbitration Association

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, 6 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 12th day of October, 1995; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 1 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 12th day of October, 1995.

acty Edna Hall
Secretary, Tribal Business Council

ATTEST:

[Signature]
Chairman, Tribal Business Council