

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 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 P. Diane Avery 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 P. Diane Avery (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.

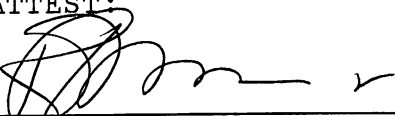
C E R T I F I C A T I O N

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, 6 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 24th day of May, 1996; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 6 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 24th day of May, 1996.

Daylon Spotted Bear
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 24th day of May, 1996, by and between the Three Affiliated Tribes of the Fort Berthold Reservation, and P. Diane Avery, Attorney At Law, residing at New Town, 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 #96-____-DSB of the Tribal Business Council, adopted on the 24th day of May, 1996, which is hereunto attached and made a part hereof, hereby contracts with, retains, and employs P. Diane Avery as in house counsel in the matters hereinafter mentioned.

2. It shall be the duty of P. Diane Avery, 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 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 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 Fifty-Six Thousand, One Hundred, Sixty and 00/100 Dollars (\$56,160.00) per year payable biweekly. The additional 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.

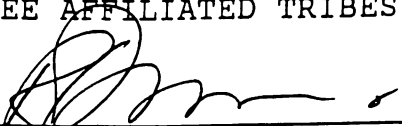
11. The ATTORNEY shall render to the TRIBE and to the Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE not less frequently than annually and at such other times as may be requested by the TRIBE or the Secretary of the Interior or his authorized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

12. The ATTORNEY stipulates that she is a fully licensed member in good standing of the Bars of the States of North Dakota and New Mexico, 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 the United States or its territories.

13. This Contract shall be in force throughout the period commencing on the 24th day of May, 1996, and terminating on the 24th day of May, 1998.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands 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 Avéry