

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

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 9th day of October, 1997, 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 #97- of the Tribal Business Council, adopted on the 26th day of September, 1997, 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

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 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, 1997, and terminating on the 9th day of October, 1999.

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 \$57,845.00 (Fifty-seven thousand eight hundred forty-five and 00/100 dollars) 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.

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**

\_\_\_\_\_  
Thomas M. Disselhorst

representative pursuant to 25 U.S.C. Section 476 as delegated by 10 BIAM 3.1.

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<sup>th</sup> day of September, 1997; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 26<sup>th</sup> day of September, 1997.

Daylon Spotted Bear  
Secretary, Tribal Business Council

ATTEST:

  
Chairman, Tribal Business Council