



**RESOLUTION OF THE GOVERNING BODY
OF THE
THREE AFFILIATED TRIBES
OF THE
FORT BERTHOLD INDIAN RESERVATION**

A Resolution entitled, "Approval of Dan H. Israel Consultant Agreement"

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 Three Affiliated Tribes Constitution specifically authorizes and empowers the Tribal Business Council to employ legal counsel; and

WHEREAS, Article VI, Section 5(c) of the Three Affiliated Tribes Constitution empowers the Tribal Business Council to administer any funds within the executive control of the Tribe and to make expenditures from available Tribal funds for the public purposes of the Tribe, including the payment of salaries, and other compensation to Tribal Officials and employees, which includes consultants and legal counsel; and

WHEREAS, There are three pending cases that may adversely impact the water levels of Lake Sakakawea; and

WHEREAS, The Tribal Business Council desires to protect the Tribe's interests concerning the water levels of Lake Sakakawea and believes it would be prudent to retain special legal counsel to protect the Tribe's interest in any litigation and federal legislation concerning the Lake and/or the operation and maintenance thereof; and

WHEREAS, Dan Israel has expressed an interest in serving as special legal counsel to the Three Affiliated Tribes with respect to litigation concerning Lake Sakakawea and federal legislation pertaining to the Lake and the U.S. Corps of Engineers; and

WHEREAS, The Tribal Council desires to retain Dan Israel as general legal counsel for Three Affiliated Tribes under the terms and conditions of the Consultant Agreement attached hereto.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council hereby formally approves the Consultant Agreement with Dan Israel, a copy of which is attached, and authorizes and directs the Tribal Chairman to execute the originals of the attached document.

**THREE AFFILIATED TRIBES
CONSULTANT AGREEMENT**

This Agreement is made this 27th day of May, 2003, by and between the **THREE AFFILIATED TRIBES' TRIBAL BUSINESS COUNCIL** and **DAN H. ISRAEL** whose mailing address is 304 27th St. Boulder, Colorado 80305.

WITNESSETH:

1. BE IT KNOWN, that for the purposes of this Agreement, the Parties involved shall herein after be known as the "Three Affiliated Tribes" and as the "Consultant" and collectively as the "Parties".
2. FURTHER, that in consideration of the undertaking set forth and described herein, the Three Affiliated Tribes as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purposes:

∟ Nature and Scope of Services:

- A. Enactment of a 12 year Missouri River monitoring legislation with 638 contracting and treatment of Tribes as equal governments with States and federal government
- B. Enactment of 638 legislation requiring the Corps of Engineers to contract with Missouri, Snake and Columbia River Tribes on all aspects of Corps functions which impact Reservations located on these Rivers. This work would be undertaken on a cooperative basis with the Native American Rights Fund.
- C. Represent the Nation in intervening in the comprehensive American Rivers litigation in order to assure that treaty, trust assets, cultural properties, environmental justice and economic development for Missouri River Reservations are all pushed as goals which the Corps of Engineers must take into account as it moves forward to manage the Missouri River under modern Congressional policies. Represent the Nation in working with North Dakota and EPA to use the Clean Water Act temperature requirements as a technique to keep Lake Sakakawea full. Intervene in the recently filed suit by the downstream navigators to pull water out of Lake Sakakawea and to stop the stocking of Walleye.

3. FURTHER, that the Consultant shall be retained for the period beginning June 1, 2003, and ending May 31, 2004. The Consultant acknowledges and agrees that Three Affiliated Tribes may terminate this contract at any time without cause upon seven days notice.

The terms and conditions of this agreement shall be extended upon written consent of the parties.

4. FURTHER, that the Consultant will be entitled to compensation for services at the rate of pay of \$ 2,200.00 dollars per month (not to exceed \$26,400.00) and shall also be compensated for reasonable expenses (not to exceed \$ 5,000.00).

As a precondition to payment for services, the Consultant shall forward to the Legal Department a billing statement for services on a bi-monthly basis describing in sufficient detail as to work performed and by whom and the Legal Department shall complete the purchase order and process payment of same.

5. FURTHER, that the Consultant hereby agrees that during such time that he is retained by the Tribe as a Consultant under this Agreement, he will not render services, give advice or counsel, release, give or disclose information, documents or any like instruments to any other person or entity which is engaged in or is likely to become engaged in activities which are or could possibly be competitive with the interests of the Three Affiliated Tribes or have a legal conflict with the Three Affiliated Tribes absent consent of the Tribes.

Nor shall the Consultant compete with Three Affiliated Tribes on his own account or for his own benefit or engage in any activity that creates or is likely to create a conflict of interest between himself and the Three Affiliated Tribes when retained by the Tribes;

Nor shall the Consultant make any other use of information provided, compiled or gathered pertaining to the Three Affiliated Tribes such as business methods, operations, costs, proposals, budgets, projections and/or any other information of a confidential or sensitive nature to which the Consultant is privy to under this Agreement;

And, that upon termination or completion of his service to the Three Affiliated Tribes, the Consultant agrees to return and/or submit all written and other materials, which are not matters of public record, furnished by the Three Affiliated Tribes or accumulated by him in performance of this Agreement;

And, that all reports and/or other documents compiled, developed and/or written by the Consultant – i.e. proposals, analyses, writings, sound recordings, pictorial reproductions or other materials connected with the performance of services under this Agreement are now and shall remain the sole property of the Three Affiliated

Tribes and that all rights to such materials are also the sole property of the Three Affiliated Tribes; and,

6. AND FINALLY, that this Agreement constitutes the entire understanding between the Parties and that no amendment or modification hereof shall be effective unless reduced to writing and executed by both Parties with the appropriate approvals.

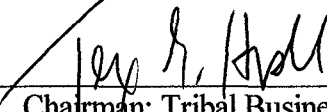
IN WITNESS HEREOF, the Parties hereto identified have executed the Agreement as of the date first written, and do hereby certify that the signatures signifying Approval and Acceptance are true authorized representatives of the respective Parties involve in this Agreement.

This agreement is subject to performance and final adoption of the Three Affiliated Tribes' Tribal Business Council.


APPROVAL:

/a/ _____
Department Administrator

Date: _____

/a/ 
Chairman; Tribal Business Counsel

Date: 5-27-03

/a/ 
Treasurer; Tribal Business Counsel

Date: 5-27-03

ACCEPTANCE:

/s/ _____
Consultant

Social Security # _____

-or-

Address

Federal ID #: _____

City, State

zip code

Telephone

Law Office**304 27th St.
Boulder, CO 80305****Daniel H. Israel, P.C.****Ph: 303-543-0384
Fax: 303-494-1297
Cell :303-246-9027****MAY 6, 2003****To: Steve Kelly Esq. and Rich Mayer****From: Dan Israel**

Re: Ongoing legal matters of importance to the Nation where my past work and expertise is of value

As a followup to conversations with both of you, I summarize below ongoing matters where I have been involved and where my expertise can be of value to the Nation. My practice has focused on water supply development, protection of Tribal treaty rights as major Rivers are being reoperated under the Endangered Species Act, the expansion of Indian Trust Asset and Environmental Justice concepts so as to increase Tribal-federal agency partnerships and contracting, and the development of Tribal-Non Indian water supply and natural resource restoration legislation in Congress. I have represented for 20 years a numbers of Tribes in their dealings with the Bureau of Reclamation, the United States Fish and Wildlife Service and the Corps of Engineers.

1. While I did not develop the Dakota Waters Resources Act of 2000, I used my contacts in the House and the Senate (Senator Ben Campbell is an old friend from southwest Colorado days) to help push that important legislation through.

2. I played a prominent role in having introduced S.531 (introduced in the House and Senate in 2002 and reintroduced by Senator Dorgan on March 5, 2003). This is the Missouri River Monitoring Bill which authorizes for over 12 years up to \$15 million a year for scientific studies, monitoring, and suggestions for opportunities for improving the natural and economic resources of the Missouri River. I had inserted a 638 provision (and gained the support of all 7 Missouri River states for the 638 provision) so as to permit the Tribes to receive federal funds

to develop state of the art scientific capabilities on their Reservations. I have played a principal role in drafting the legislation and in using my contacts on both the House and Senate sides to move this bill forward. As a result, the Nation's influence in Missouri River strategy matters and its ability to influence Congressional action have not gone unnoticed .

3. Based on my experiences in other Rivers, I have become an active participant in the Missouri River Basin Association planning for this legislation and for a stakeholder Committee which will assist in making decisions for future River operations. Because of my efforts, that Association now supports having 4 Tribal seats on the policy committee side by side with the 7 state seats. I have been able to get the backing of that important organization to support treaty rights, Indian Trust Assets ,and Environmental Justice concepts as an integral part of future planning for the use of Missouri River resources. In the future, the Corps of Engineers will have a smaller role in River decision making and the Tribes, states, and environmental groups will have a larger role and I have been an effective advocate and strategist for this long overdue evolution.

4. I have used my extensive experience in mineral joint ventures and water supply matters to negotiate an oil and gas agreement during 2001 and 2002 which did not go forward and to identify resource and environmental issues and procedures for a proposed refinery on the Reservation.

5. Finally, since my contract lapsed two months ago, I have kept a close eye on three important lawsuits emerging in the Missouri River and have sent memos to the Tribal Council. They are Case No. 03-556 WPC which is a notice of violation of the Clean Water Act filed by North Dakota with the Corps of Engineers. North Dakota asserts-correctly I believe- that the Corps must reduce Lake Sakakawea temperatures by reducing its spills. The State 's attorney general has asked me to ask the Nation to join and has indicated that EPA would also like the Nation involved. This case will not only help to keep Lake levels high ,but will also enable the Nation hopefully to secure the blessing of North Dakota for a cold water walleye hatchery. I have so advised the Tribal Council of these matters.

6. American Rivers has filed a major lawsuit in the District of Columbia,

CV 00241 seeking to force the Corps to adopt the 2001 Biological Opinion of the Fish and Wildlife Service. Several States have intervened to move the case to the Missouri River Basin and to fight the influence of the environmental groups. The lawsuit also seeks to elevate fish and wild issues to a level equal to flood control. Not a word about treaty rights, Indian trust assets, and environmental justice. The Nation should intervene once that lawsuit is transferred, probably to Nebraska. The American Rivers lawyer-David Hayes is a friend of mine who was second in command beneath Bruce Babbitt at Interior. If the Nation were to become a party, I am confident I could have the Nations's vital interests play an important role in the resolution of that major lawsuit. This lawsuit will most definitely play an important role in setting guidelines for the future management of the Missouri River.

7.The lower River navigation corporations have recently a filed a lawsuit in the federal district court in Nebraska. Civ No. 03CV142. Included in their list of defendants are the Corps Of Engineers and the State of North Dakota Department of Fish and Game. They are seeking a court ruling forcing additional releases from Lake Sakakawea and other relief-all designed to force as much water south on the Missouri River below Sioux City Iowa. Again if the Nation were to intervene, it would not only demand that treaty rights, Indian trust assets, and Environmental Justice be considered and enforced, but also it would once again team up with the State of North Dakota. Such an alliance can operate, I believe, to enhance the Nation's influence and opportunities re fisheries development and habitat restoration at Lake Sakakawea.

8.Hopefully, this information will be of assistance to both of you as you evaluate my proposal for a renewed contract.



CERTIFICATION

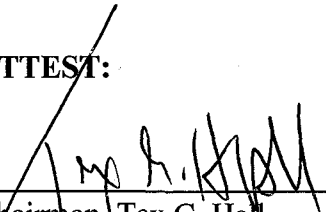
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 5 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 27th day of May, 2003,

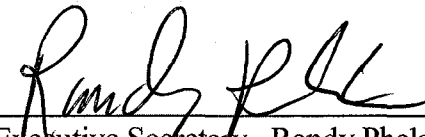
that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 4 members, 1 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman Voting. [] Not Voting.

Dated this 27th day of May, 2003.

ATTEST:


Chairman, Tex G. Hall
Tribal Business Council


Executive Secretary, Randy Phelan
Tribal Business Council