



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

A Resolution entitled, "Authorization for the Chairman to sign an attorney contract with Sonosky, Chambers, Sachse, Endreson and Perry, LLP."

- WHEREAS,** This Nation has accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS,** The Three Affiliated Tribes Constitution authorizes and empowers the Tribal Business Council to engage in activity on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and
- WHEREAS,** the Tribal Business Council has previously authorized a contract with the law firm of Sonosky, Chambers, Sachse, Endreson and Perry, LLP to assist the Tribes in assuming the programs, functions, services, and activities associated with the Fort Berthold Rural Water Supply project in Tribal Business Council Resolution No. 03-095-RP; and
- WHEREAS,** the Tribal Business Council requires additional legal services from Sonosky, Chambers, Sachse, Endreson and Perry LLP in the areas of transportation, law enforcement, water and other such matters as may be directed by the Tribal Business Council and agreed to by the law firm, in order to ensure that the Tribes receive the full benefits and privileges of the federal policy of tribal self-determination and self-governance;
- WHEREAS,** Sonosky, Chambers, Sachse, Endreson & Perry, LLP is a well established and experienced national Indian law firm which represents Indian tribes in the negotiation of contracts and agreements under the Indian Self-Determination and Education Assistance Act and has broad experience in the fields of Tribal transportation, law enforcement and other Indian law matters; and
- WHEREAS,** the Tribal Business Council desires to retain the law firm of Sonosky, Chambers, Sachse, Endreson & Perry, LLP to provide additional legal services to the Tribes on an individual basis and also as part of a coalition of Tribal clients on transportation matters ("Tribal Transportation Coalition"), and to undertake such additional legal services as the Tribe may assign and the attorneys may agree to perform;



NOW, THEREFORE, BE IT RESOLVED, the Three Affiliated Tribes' Tribal Business Council hereby authorizes the Tribal Chairman to sign the attached attorney contract with the law firm of Sonosky, Chambers, Sachse, Endreson and Perry, LLP to assist the Tribes in the areas of transportation, law enforcement, water and other such matters as may be directed by the Tribal Business Council or Tribal Chairman and agreed to by Sonosky, Chambers, Sachse, Endreson and Perry, LLP.

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, 7 were present at a **Regular TBC** Meeting thereof duly called, noticed, convened and held on the **10th** day of **May**, 2007, 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.

Chairman [] Voting. [] Not Voting.

Dated this 10th day of May, 2007.

ATTEST:

Executive Secretary, Judy Brugh
Tribal Business Council

Chairman, Marcus Wells, Jr
Tribal Business Council

ATTORNEY CONTRACT

This contract is entered into by and between the Three Affiliated Tribes of the Fort Berthold Reservation, 308 Four Bears Complex, New Town, North Dakota 58763 (hereinafter ATribes@) and Sonosky, Chambers, Sachse, Endreson & Perry, LLP, 1425 K Street, N.W., Suite 600, Washington, D.C. 20005 (hereinafter AAttorneys@).

WITNESSETH

1. Employment.

The Tribes hereby employ and retain the Attorneys to provide legal services to the Tribes on an individual basis in connection with Indian self-determination contracting, law enforcement, transportation, water and such other matters as the Tribal Business Council may direct and the Attorneys may agree to perform. The Tribes further employ and retain the Attorneys to provide legal services on collective transportation matters as part of a coalition of Indian tribes, known as the Tribal Transportation Coalition. The legal services authorized under this contract for the Tribal Transportation Coalition include but are not limited to: (1) advocating for Tribal transportation funding and program improvements with Members of Congress, the Department of Transportation and the Department of the Interior; (2) monitoring and reporting on the work of the IRR Program Coordinating Committee established pursuant to the IRR Program regulations; (3) advising the Tribes on transportation funding opportunities; and (4) helping the Tribes understand and access Tribal transportation program benefits available under federal law. The parties understand and agree that the attorneys, in carrying out Tribal Transportation Coalition work only, shall advocate for the best interests of all Indian Tribes and shall not favor particular Tribes or Bureau of Indian Affairs' Regions.

The Attorneys agree to devote their full professional ability to their obligations under this contract. Services rendered by partners, associate lawyers, of counsel lawyers, law clerks or paralegals employed by the firm in carrying out the obligations of this Contract constitute services of the Attorneys. Services under this contract shall be coordinated through James Glaze.

2. Compensation.

The Attorneys shall be compensated for work relating to individual Tribal matters at the rates set out below:

Partners and counsel	not to exceed \$300 per hour
Associates	not to exceed \$240 per hour
Law clerks and paralegals	not to exceed \$110 per hour

The Attorneys shall be compensated for all work relating to the Tribal Transportation Coalition at the reduced rate of not to exceed \$35 per hour for the time of partners, associates and

of counsel attorneys and not to exceed \$15 per hour for the time of law clerks and paralegals, based on actual hours worked attributed to all members of the Tribal Transportation Coalition.

The compensation under this contract shall not exceed \$250,000 per contract year without the written consent of the Tribes. The Attorneys shall have no obligation to render services beyond the maximum amount unless prior authorization has been made by the Tribes and agreed to by the Attorneys. The contract year shall run from October 1 to September 30, unless otherwise agreed to by the Tribes and the Attorneys in writing.

3. Expenses.

The Attorneys shall be reimbursed for all necessary and reasonable expenses incurred by the Attorneys in fulfilling the obligations of this contract. The expenses shall include, but shall not be limited to, traveling expenses, including airfare, lodging, car rentals and mileage at 31 cents per mile when a privately-owned automobile is used; long distance telephone; telefax; overnight courier services, notary fees; filing fees; taxi fares; court reporters; transcripts; costs of printing or reproducing documents; and the like. Such expenses shall not exceed \$15,000 during a contract year without the written consent of the Tribes. The Attorneys, in lieu of itemizing each long distance phone call, shall report the total amount expended each month for all long distance calls made in carrying out the obligations of this contract; provided however that the Attorneys shall keep a record of each long distance phone call made in carrying out the obligations of this contract.

4. Payment and Interest on Past Due Payments.

The Tribes shall promptly pay the Attorneys' compensation and expenses incurred under this contract within thirty (30) days after the Attorneys' presentation of a properly verified invoice to the appropriate payment official of the Tribes. If the Tribes fail to pay the properly verified invoice within thirty (30) days of its receipt by appropriate payment official of the Tribes, the Attorney may charge interest on the past due amount at a rate not to exceed one-half of one percent (.5%) per month.

5. Reports.

A statement of the services rendered by the Attorneys and expenses incurred under this contract shall accompany each invoice for compensation.

6. Effective Date and Term.

This contract shall become effective as of the date of its execution by authorized representatives of the Tribes and the Attorneys and shall continue in effect for a period of three (3) years.

7. Extension.

This contract may be extended by mutual written agreement of the Tribes and the Attorneys.

8. Termination.

This contract may be terminated by either party, with out without cause, upon 15 days= written notice to all parties in interest, and if the contract shall be so terminated, the Attorneys shall receive no compensation for services rendered after the date of the termination.

9. Assignment.

No assignment of this contract shall be made, in whole or in part, without the consent of the Tribes.

10. Federal Obligations.

Attorneys understand that compensation under this contract may be funded with moneys received from the federal government under an agreement with the Secretary of Interior, as authorized by the Indian Self-Determination and Education Assistance Act, 25 U.S.C. 450 *et seq.* Attorneys are expected to comply, to the extent applicable, with the terms and conditions of the above-mentioned self-determination agreement.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the dates and at the placed shown below.

<hr/> <p>Place</p> <hr/> <p>Date</p>	<p>THREE AFFILIATED TRIBES OF THE FORT BERTHOLD RESERVATION</p> <p>By:</p> <hr/> <p>Marcus Wells Jr., Chairman</p>

<hr/> <p>Place</p> <hr/> <p>Date</p>	<p>SONOSKY, CHAMBERS, SACHSE, ENDRESON & PERRY, LLP</p> <p>By: _____ James E. Glaze</p>
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CERTIFICATE

In connection with the employment of this firm under an Attorney Contract by and between the Three Affiliated Tribes of the Fort Berthold Reservation and Sonosky, Chambers, Sachse, Endreson & Perry, LLP, it is hereby certified as follows:

That each member of this firm is fully licensed as a member of the bar in good standing and that to the best of my knowledge no disciplinary proceedings have been instituted against any member of this firm by any bar association of any jurisdiction of the United States or its territories which are pending and/or unresolved, and that no member of this firm has been disbarred or suspended from the practice of law in any jurisdiction of the United States or its territories.

The partners of this firm are:

Harry R. Sachse
Reid Peyton Chambers
William R. Perry
Lloyd Benton Miller
Douglas B. L. Endreson
Myra M. Munson
Anne D. Noto
Colin Cloud Hampson
Mary J. Pavel
James E. Glaze
David C. Mielke
Gary F. Brownell
Donald J. Simon
Douglas W. Wolf
Richard D. Monkman

Other attorneys of the firm are:

Marisa K. Flannery
Melanie B. Osborne
Aaron M. Schutt (of counsel)
Jennifer Thomas
William F. Stephens
Addie C. Rolnick
Katherine E. Morgan
Carole A. Holley
Arthur Lazarus, Jr. (of counsel)
Kay E. Maassen Gouwens (of counsel)
Roger W. DuBrock (of counsel)
Matthew S. Jaffe (of counsel)

SONOSKY, CHAMBERS, SACHSE,
ENDRESON & PERRY, LLP

By:

James E. Glaze, Esq.

Dated this ___th day of ___, 2007

Steve Kelly

From: James E. Glaze [JGLAZE@SONOSKY.COM]
Sent: Tuesday, May 08, 2007 4:38 PM
To: Vonnie Alberts; Marcus Wells Jr.; Steve Kelly
Subject: RE: Thank you letters for DC trip

Chairman Wells, Vonnie and Steve, I enclose a proposed attorney contract and draft Council resolution for your consideration. Please let me know if you would also like me to prepare a cover letter or memorandum for the Tribal Business Council explaining the terms of the agreement in greater detail.

If you do not want a cover letter or memorandum, here are a few things to note. This contract, if approved by the Tribal Council, would retain us as the Tribes' attorneys only on specific individual matters that you direct and we agree to perform, specifically in the areas on self-determination contracting, transportation, law enforcement and water issues. The Three Affiliated Tribes would also become part of our Tribal Transportation Coalition. Although our partner rate for all new clients is now \$350 per hour, our Partner Management Committee has agreed to allow me to propose a rate of \$300 per hour for partners, given our longstanding relationship with the Three Affiliated Tribes. However, this rate is a necessary increase from our prior rate of \$250 per partner hour. I hope this new rate is acceptable to the Tribal Business Council. Also, our attorney rate for work done a part of the Tribal Transportation Coalition is only \$35 per attorney hour because we are able to spread this reduced rate across multiple tribal clients. The maximum annual attorney compensation under this contract is \$250,000 and the maximum expenses are \$15,000 without prior written agreement of the Tribes. I have also included a small interest provision of one-half of one percent per month to encourage the prompt payment of our invoices. Please let me know if these terms are acceptable to the Tribal Business Council.

If this contract proposal is acceptable, I will send overnight to Steve and/or Vonnie three signed originals of the contract. Chairman Wells should sign them all, keep two copies for your files and return one to me for our files. Please let me know if there is anything further that you need from me. We are privileged and honored to serve as outside counsel for the Three Affiliated Tribes of the Fort Berthold Reservation. I look forward to working with you on these new matters.

Best regards, Jim Glaze

James E. Glaze
Sonosky, Chambers, Sachse, Endreson & Perry, LLP
1425 K Street, N.W., Suite 600
Washington, DC 20005
Telephone: (202) 682-0240
Facsimile: (202) 682-0249

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-----Original Message-----

From: James E. Glaze
Sent: Tuesday, May 08, 2007 12:46 PM
To: 'Vonnice Alberts'; Marcus Wells Jr.; Nathan Hale; Frank White Calfe; Judy Brugh; Barry Benson;

Malcolm Wolf; Mervin Packineau

Cc: Steve Kelly; Jennifer Fyten; Laurie Alberts; Roger Bird Bear; Lester Crowsheart; Texx Lone Bear; Will Stephens

Subject: Thank you letters for DC trip

Chairman Wells and Vonnie, as you requested, I enclose draft thank you letters that you may send to the Congressional delegation and BIA Director Pat Ragsdale, following your productive DC meetings last week. I see that Ken Royse also prepared a thank you letter which may be appropriate for Reclamation Commissioner Johnson and his staff.

Vonnie, fyi, we included the addresses for the three Congressional offices in one letter, but I recommend that you prepare individual letters for each of the three Congressional offices for the Chairman's signature. I also left space in the Congressional letters for you to add appropriate information about the hospital project, since Dan is working with the Tribes on that issue. If you only want to address the water issues in this letter, please delete the bolded text. Please let me know if I can be of further assistance with regard to these letters. I would also appreciate receiving a copy of the final signed letter for our files. Thank you.

As you also requested, I am working on a proposed attorney contract to expand our firm's representation to the roads, law enforcement and other self-determination contracting issues that we discussed while you were here in Washington D.C. I will forward it to you, Vonnie and Steve Kelly later today. It is a great pleasure and honor for us to represent the Three Affiliated Tribes of the Fort Berthold Reservation. Please let me know if we can be of further assistance in these matters.

Best regards, Jim Glaze

James E. Glaze

Sonosky, Chambers, Sachse, Endreson & Perry, LLP

1425 K Street, N.W., Suite 600

Washington, DC 20005

Telephone: (202) 682-0240

Facsimile: (202) 682-0249

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-----Original Message-----

From: Vonnie Alberts [mailto:valberts@mhanation.com]

Sent: Friday, April 13, 2007 4:54 PM

To: Marcus Wells Jr.; Nathan Hale; Frank White Calfe; Judy Brugh; Barry Benson; Malcolm Wolf; Mervin Packineau

Cc: Dan Press; James E. Glaze; Steve Kelly; Jennifer Fyten; Laurie Alberts; Roger Bird Bear; Lester Crowsheart

Subject: FW: McKenzie water sales income

FYI...Please read e-mail below.

From: Ken Royse [mailto:ken.royse@bartwest.com]

Sent: Thursday, April 12, 2007 1:25 PM

To: Vonnie Alberts; Fred W. Fox

Subject: McKenzie water sales income

Vonnie and Fred, it appears I may have given you incorrect or old information relative to the water income gained by FBRW in selling water to McKenzie County.

I had told you the income generated was captured by the USBR and offset against the annual OMR appropriations from them. I had that information from earlier meetings with the USBR and FBRW in which that was their position--- the meetings I am referring to occurred at the time of negotiation with McKenzie on a contract and appears to be prior to TAT infringing the current 638 contracts with the government.

Now however, because you have a 638 contract, the program revenue cannot be captured by the government and is available for FBRW to retain and use. Although I have talked to the local USBR office again (recently) on this and they (some of them) still believe that they are able to capture that income, I have also visited with Jim Glaze and Dan Press and it is clear that such revenue capture cannot be done.

I apologize for giving you bad information. I was trying to pass on the position of the local USBR office and it appears I talked to either the wrong person or failed to clarify my question on this issue to them.

Ken

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