

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

WHEREAS, This Corporation is an Indian Chartered Corporation as defined by the Indian Reorganization Act of June 18, 1934, and authority is granted under said Act; and

WHEREAS, The Three Affiliated Tribes are in need of general counsel services on the local level; and

WHEREAS, The general counsel needed is exclusive from that of tribal claims against the United States;

NOW THEREFORE BE IT RESOLVED, that the Three Affiliated Tribes of the Fort Berthold Reservation hereby accept and approve the General Counsel Contract with William J. Sankow, Attorney at Law, and that the Contract be made a part of this resolution.


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 18 members of whom 7 constituting a quorum were present at a Special Meeting, thereof duly called, noticed, convened and held on the 27th day of December, 1972; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, none opposed, no abstentions, none passed, and that the said Resolution has not been rescinded or amended in any way. Chairman not voting.

Dated this 27th day of December, 1972.

  
Secretary, Tribal Business Council  
Three Affiliated Tribes

ATTEST:

  
Vice Chairman, Tribal Business Council  
Three Affiliated Tribes

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FORT BERTHOLD AGENCY  
NEW TOWN, N. DAKOTA

GENERAL COUNSEL CONTRACT

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of December, 1972, by and between the Three Affiliated Tribes of North Dakota, through their authorized Tribal officials, and William J. Janklow, Attorney at Law, residing at Pierre, S. D.

WITNESSETH:

1. That the Three Affiliated Tribes of North Dakota, hereinafter referred to as the TRIBE under the authority vested therein, by resolution of the Tribal Business Council, adopted on the 21<sup>st</sup> day of December, 1972, which is hereunto attached and made a part hereof, hereby contracts with, retains, and employs William J. Janklow, as Attorney in the matters herein mentioned.

2. It shall be the duty of William J. Janklow, hereinafter referred to as the ATTORNEY to act as General Counsel for and on behalf of the TRIBE and to appear as such, when required before all Federal and State Courts, tribunals, departments, agencies and committees of the Congress and the State Legislatures. The duties of the ATTORNEY, shall include, but shall not be exclusive of:

- (a) General legal advice to Tribal Council and its officers, including on site meetings with the Tribal Council or its officers when requested.
- (b) Economic, commercial and business advice and representation in regards to economic development, contracting, negotiation, and general business development of the TRIBE.
- (c) Legal representation in defense of all legal actions which have or will be brought against TRIBE during the term of this agreement.
- (d) Legal representation for TRIBE in civil actions brought on behalf of TRIBE.

It is expressly understood that the General Counsel duties of ATTORNEY shall not be deemed to include and will not include any services in connection with tribal claims against the United States.

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 or the Tribal Chairman, of the Three Affiliated Tribes of North Dakota.

4. The ATTORNEY may employ for work hereunder such attorney or 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 a retainer of \$4,000 per annum. This retainer fee shall entitle the Tribe to 133 hours of legal services, advice and representation. In the event that additional services, advice or representation are needed by the TRIBE, the attorney shall be compensated at the rate of \$30.00 per hour, but in no event shall the total services of the attorney exceed the sum of \$10,000 per annum. The retainer fee shall be paid by the Tribe upon the date of the approval of this Contract by the Secretary of Interior or his authorized representative.

6. In the event that the ATTORNEY is required to seek or retrieve monies or other assets due the TRIBE, then the ATTORNEY shall be paid upon the basis of a contingent fee. The contingent fee shall be based upon 30% of the actual cash value amount actually collected for the TRIBE after deductions for expenses involved in prosecution of the claim. In the event that no monies are collected, then for that case, the ATTORNEY shall receive no fee. For all matters pursued on a contingent fee basis, the ATTORNEY shall receive no hourly fee.

7. The ATTORNEY shall be entitled to be paid all necessary and reasonable expenses, including traveling expenses, when using personal automobile, a mileage allowance of 10 cents per mile will be allowed, long distance telephone calls and telegraph, printing of documents, photostats and such like expenses. When the ATTORNEY travels by airplane on behalf of the TRIBE, the ATTORNEY shall be reimbursed for the actual amount of the travel charge to the ATTORNEY.

The expenses paid shall not exceed the sum of \$2,000 per annum, unless additional amounts are authorized by the Tribal Business Council, and approved by the Secretary of Interior or his authorized

representative.

Payment of compensation and reimbursement of expenses shall be made only upon the submission of proper vouchers and approval of the Secretary of Interior or his duly authorized representative.

Expenses shall be itemized and verified by the ATTORNEY, and shall be approved by the Tribal Business Council through the enactment or a formal resolution.

Statements for expenses and fees shall be submitted by the ATTORNEY to TRIBE on a monthly basis. Statements shall be submitted to TRIBE by the 15th of the month following the month within which the service was performed.

8. No assignment of the obligations of this contract, in whole or in part, shall be made without the consent and approval by the enactment of a formal resolution of the Tribal Business Council and the approval of the Secretary of the Interior or his authorized representative no 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 and approval, 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 Secretary of the Interior or the TRIBE, and no attorney having any interest in the contract or in the fee provided herein shall be entitled to any compensation whatever for any services rendered or expenses incurred subsequent to the date of such termination.

9. This contract may be terminated by either party by giving 90 days written notice to the other party, the Secretary of Interior or his authorized representative, and if the contract shall be so terminated, the ATTORNEY shall receive such compensation as the Secretary of Interior or his authorized representative may determine equitable to be due to date of termination.

10. This contract may also be terminated for cause by the Secretary of Interior after a hearing on reasonable notice, If the Secretary finds that the interest of the Three Affiliated

Tribes so requires, he may suspend the contract and the payment of compensation due or accruing to the attorneys thereunder pending a hearing which shall be held without unreasonable delay.

11. It is mutually understood and agreed that payment of compensation and expenses under the terms of this contract shall be contingent upon 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.

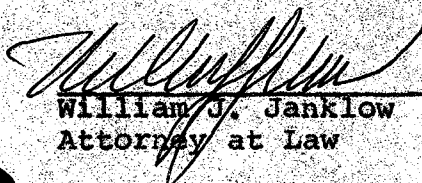
12. The ATTORNEY shall render to the TRIBE and the Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE. Such statement of services may be set forth in the vouchers submitted for payment which shall not operate to eliminate full description and explanation of the type, variety and complexity of the services rendered to the TRIBE in accordance with the contract.

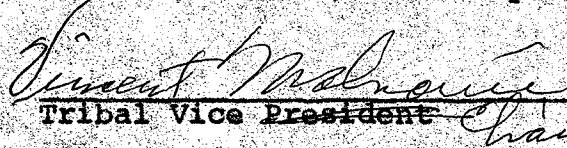
13. This contract shall be in force for a period of 1 year, beginning 14 December, 1972, and shall become effective upon the date of its approval by the Secretary of Interior or his authorized representative.

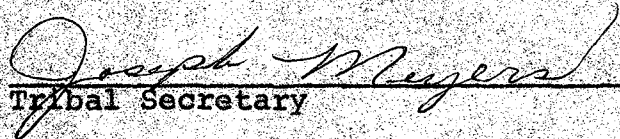
14. This contract may be renewed, extended and/or amended.

*Vote - 6 for, none opposed - Chairman not voting*

THREE AFFILIATED TRIBES by:

  
William J. Janklow  
Attorney at Law

  
Tribal Vice President

  
Tribal Secretary

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DEC 29 1972

FORT BERTHOLD AGENCY  
NEW TOWN, N. DAKOTA