

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

Res. No. 76-1

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

WHEREAS, the Tribal Land Committee has experienced difficulty in enforcing its leasing rules in cases where non-Indians are involved, and

WHEREAS, the Tribal Land Committee recomends that all leases on Tribal and individual allotted lands contain a requirement that non-Indian operators or lessees agree to subject themselves to jurisdiction of the Fort Berthold Tribal Court, and

NOW, THEREFORE BE IT RESOLVED that the Tribal Business Council will not approve a lease on said land to a non-Indian operator or lessee unless he agrees to submit himself, or herself, to jurisdiction of the Fort Berthold Tribal Court of the Fort Berthold Reservation, in connection with the lease.

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 11 members of whom 7 constituting a quorum were present at a Special meeting, thereof duly called, noticed, convened and held on the 8<sup>th</sup> day of January, 1976; that the foregoing resolution was adopted at such meeting by the affirmative vote of 5 members, 1 members opposed, 0 abstention, X passed, and the said resolution has not been rescinded or amended in any way. Chairperson (voting) (not voting).

Dated this 8<sup>th</sup> day of January, 1976.

ATTEST:

Wayne Packineau  
Rose Crow Flies High, Chairperson  
Tribal Business Council  
Three Affiliated Tribes

Austin Gillette  
Austin Gillette, Secretary  
Tribal Business Council  
Three Affiliated Tribes

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 Constitution and By-Laws of the Three Affiliated Tribes authorizes the Tribal Business Council to engage in the development of their natural resources for the welfare and benefit of the Tribe and Tribal members; and,
- WHEREAS, the Tribe is interested in contacting natural resource development companies for the development of Tribal natural resources; and,
- WHEREAS, the Tribe is in need of assistance from a qualified individual with contacts amongst natural resource developers; and,
- WHEREAS, the Tribe has interest in hiring Beeman Dockrey for this purpose.

NOW, THEREFORE BE IT RESOLVED by the Tribal Business Council of the Three Affiliated Tribes that the attached Contract for Services with Beeman Dockrey is hereby approved.

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 eleven (11) members of whom \_\_\_\_\_ constituting a quorum were present at a regular meeting, thereof duly called, notice, convened and held on the 12th day of August, 1976; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of \_\_\_\_\_ members, \_\_\_\_\_ members opposes with 0 abstentions and passes. That said Resolution has not been rescinded or amended in any way. Chairperson (voting, not voting).

Dated this 12th day of August, 1976.

\_\_\_\_\_  
Austin Gillette - Secretary  
Tribal Business Council  
Three Affiliated Tribes  
Fort Berthold Reservation

ATTEST:

\_\_\_\_\_  
Rose Crow Flies High - Chairperson

## CONTRACT FOR SERVICES

THE THREE AFFILIATED TRIBES of the Fort Berthold Reservation hereinafter referred to as The Tribe, do by this Agreement contract for the services of Beeman Dockrey, Box 1811, Bismarck, North Dakota, 58501. Each party shall perform the covenants as hereinafter set forth.

(1) PURPOSE OF THE CONTRACT. The Tribe has substantial oil and gas resources which in the most part remain undeveloped. Beeman Dockrey, within the terms of this Contract shall assemble oil and gas resource data, and The Tribe will furnish and does hereby consent to the release of information under the Privacy Act and furthermore requests the Bureau of Indian Affairs cooperation in this effort. All plans and data assembled shall remain the property of The Tribe, and upon termination of this Agreement all materials, data, and information furnished shall be returned to The Tribe. Beeman Dockrey will further be responsible for contacting potential oil and gas developers and cause the developers to meet with The Tribe. The location of these meetings shall be the Fort Berthold Reservation.

(2) COMPENSATION. Beeman Dockrey, as an independent contractor, shall receive for his services One Hundred Fifty Dollars (\$150) per day and Fifteen Cents (15¢) per mile for all private automobile mileage traveled. All other transportation shall be compensated by The Tribe at cost, and all other necessary out-of-pocket expenses shall be compensated by The Tribe.

(3) REPORTS. Beeman Dockrey shall cause a written report to be submitted to all Tribal Councilmembers, and the Superintendent of the Fort Berthold Reservation, a report detailing the work he has done, the contacts made, the substance of the contacts, the names and addresses of all people contacted

the number of days or portions thereof spent on this contract and expenses incurred in the appropriate documentation.

(4) TERMINATION. This contract shall terminate when \_\_\_\_\_ amount of funds have been paid to Beeman Dockrey under Paragraph (3) of this Agreement, or upon fifteen (15) days written notice from either party. It is the intention of the parties that the contracts to be done under this contract will be continued if adequate funding is available.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION

By \_\_\_\_\_

Rose Crow Flies High, Chairperson  
Tribal Business Council  
Three Affiliated Tribes

ATTEST:

\_\_\_\_\_  
Austin Gillette, Secretary  
Tribal Business Council  
Three Affiliated Tribes

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By \_\_\_\_\_

Rose Crow Flies High, Chairperson  
Tribal Business Council  
Three Affiliated Tribes

ATTEST:

\_\_\_\_\_  
Austin Gillette, Secretary  
Tribal Business Council  
Three Affiliated Tribes

LAW OFFICES  
FREED, DYNES, MALLOY & REICHERT, P.C.

HOWARD A. FREED  
GEORGE T. DYNES  
HARRY L. MALLOY  
RONALD A. REICHERT

235 SIMS  
DRAWER K  
DICKINSON, NORTH DAKOTA 58601

AREA CODE: 701  
DICKINSON: 225-6711  
225-6712  
225-6713  
HALLIDAY: 938-4537

July 14, 1976

TRIBAL BUSINESS COUNCIL  
Three Affiliated Tribes  
Fort Berthold Reservation  
New Town, ND 58763

RE: Employment of Beeman Dockrey

Dear Tribal Councilmembers:

Please find enclosed herein two contracts for the services of Mr. Beeman Dockrey regarding research development on the Fort Berthold Reservation and a Resolution to that affect.

This may come as a surprise to Mr. Dockrey as the only contract I showed him before was the broad contract for natural resources; however, upon the Tribe's consideration via the coal issue I have prepared a separate contract pertaining to oil and gas resource development so that the Tribe may consider both bearing in mind that one is for just oil and gas and the other is for all natural resources including coal.

I leave this decision to you. Adopt either contract.

Please fill in the blank on the top of page 2 when you know the total amount of the contract.

Yours very truly,

FREED, DYNES, MALLOY & REICHERT, P.C.

*Ronald A. Reichert*

By: RONALD A. REICHERT (ck)

RAR:ck

Enclosures

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\_\_\_\_\_  
Austin Gillette - Secretary  
Tribal Business Council  
Three Affiliated Tribes  
Fort Berthold Reservation

ATTEST:

\_\_\_\_\_  
Rose Crow Flies High - Chairperson



CONTRACT FOR SERVICES

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

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Tribal Business Council  
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