

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

76-9

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

WHEREAS, The Three Affiliated Tribes (hereinafter referred to as the "Tribes") currently have an agreement with the law firm of Wilkinson, Cragun & Barker (hereinafter referred to as the "Attorneys") for said firm to act as general legal counsel to the Tribes; and

WHEREAS, Said contract was due to expire effective December 31, 1975; and

WHEREAS, The Tribes wish to renew this general legal services contract with the Attorneys; and

WHEREAS, The Attorneys have advised the Tribes that, due to inflation and other factors, they cannot maintain the current level of services to the Tribes unless the provisions of the contract are amended to reflect the standard hourly rates currently charged by the Attorneys for each Attorney's services; and

WHEREAS, The Attorneys have agreed not to change the standard hourly rates set out in Attachment A to the contract for a period of one (1) year, from January 1, 1976 to December 31, 1976; and

WHEREAS, The Attorneys have agreed that the Tribes will be entitled to a ten percent (10%) discount from the standard hourly rates listed in the Attorney Rate Schedule appended to the contract as Attachment A; and

WHEREAS, Under Paragraph 2 of said contract it may be renewed and amended by Resolution of the Tribal Business

Council and endorsed by the Attorneys and approved by the Secretary of the Interior;

NOW, THEREFORE, BE IT RESOLVED, that the Attorney contract for general legal services with Wilkinson, Cragun & Barker (Contract No. AOOC14201145) as restated to reflect the current standard hourly rates charged by the Attorneys, is hereby renewed for an additional two (2) year period to expire on December 31, 1977.

BE IT FURTHER RESOLVED, that the Chairman of the Tribal Business Council and the Secretary of the Tribal Business Council are authorized to execute said contract on behalf of the Three Affiliated Tribes.

CERTIFICATION

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 9 constituting a quorum were present at a Special Meeting, thereof duly called, noticed, convened and held on the 20th day of January, 1976; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 8 members, 0 members opposed, 0 abstentions, X passed, and that the said Resolution has not been rescinded or amended in any way. Chairman Not voting.

Dated this 20th day of January, 1976.

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

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

We hereby endorse the above Resolution:

WILKINSON, CRAGUN & BARKER

By: Jerry C. Straus
Jerry C. Straus, Partner

ATTORNEY CONTRACT

Res. 76-09

THIS AGREEMENT, effective as of the first day of January, 1976, is made and entered by and between the THREE AFFILIATED TRIBES OF THE FORT BERTHOLD RESERVATION, NORTH DAKOTA, hereafter called "the Tribes", and the law firm of WILKINSON, CRAGUN & BARKER, 1735 New York Avenue, N.W., Washington, D.C., hereafter called "the Attorneys".

W I T N E S S E T H :

1. The Tribes hereby continue to retain and employ the Attorneys as General Counsel, the entire contract (AOOC14201145) being restated herein.

2. The Tribes contract with, retain and employ the Attorneys as their general counsel for the period January 1, 1976 to December 31, 1977. This contract may be extended for successive two (2) year terms by the Secretary of the Interior upon submission of a written request by the Attorneys and an authorizing resolution by the Tribes, or upon resolution of the Tribes' Business Council, endorsed by the Attorneys.

3. It shall be the duty of the Attorneys to render general legal services to the Tribes, as requested by the Tribes, including representation before the Department of the Interior, committees of Congress, other federal agencies or departments, and all matters relating to tribal rights and property under applicable federal law. The Attorneys do not undertake to represent or advise the Tribes on matters of local law involving no question of tribal property or rights under federal laws, treaties, regulations or the Constitution of the United States. Should matters arise which require the retention of North Dakota counsel, it is contemplated that the Tribes will enter into a separate contract for such services.

4. Any partners or regularly employed associates of the Attorneys' firm may be associated in the work under this contract without further consent.

5. The Attorneys obligate themselves to report, at approximately six-month intervals, to the Tribes respecting the services in the performance of this contract.

6. As compensation for their services, the Attorneys shall be entitled to fees based upon the standard hourly rates in general effect, subject to the approval of the Tribal Business Council and the Secretary of the Interior or his authorized representative. A current schedule of attorney and lawclerk rates is appended to this contract as Attachment A. Pursuant to the prior agreement of the parties, the Tribes shall be entitled to a 10% discount from the standard hourly rates in effect during the life of this contract. In the event the Attorneys associate other attorneys, the current rate schedules of such attorneys shall likewise be sent to the Business Council and the Secretary. The Attorneys agree not to change the standard hourly rates set out in Attachment A hereto for a period of one (1) year, from January 1, 1976 to December 31, 1976. The Business Council and the Secretary shall be notified immediately of any change in the standard hourly rates charged by the Attorneys for each Attorney's services proposed for the remaining term of the contract, and no such change shall be effective until 30 days after such notice is given.

7. The Attorneys shall be reimbursed for all ordinary and necessary expenses incurred in conjunction with rendering legal services pursuant to this contract.

8. The Attorneys shall not be reimbursed for fees earned in any one year in excess of fifteen thousand dollars (\$15,000.00), without the approval of the Tribes and the Secretary, or for ordinary and necessary expenses earned in any one year in excess of one thousand five hundred dollars (\$1,500.00), without the approval of the Tribes and the Secretary.

9. The payment of fees earned by the Attorneys under the provisions of this contract are subject to the availability of funds obtained by the Tribes for that purpose. It is recognized that funds are currently available for the Tribes to pay any fees agreed upon in this contract, such funds having become available to the Tribes upon the recovery of a judgment in one of the claims of the Tribes pending before the Indian Claims Commission and the United States Court of Claims. Compensation shall be payable monthly upon presentation by the Attorneys of properly verified vouchers which may be submitted directly to the official empowered by the Secretary of the Interior or his authorized representative to approve and make such payments.

10. It is also recognized that there are sufficient funds to reimburse the Attorneys for current expenses, and such expenses shall be paid upon presentation by the Attorneys of properly verified vouchers which shall be subject to audit by the Business Council and, where required by regulations, the Secretary of the Interior or his authorized representative.

11. No assignment of this agreement, in whole or in part, shall be made without the consent of the Tribal Business Council and the Secretary of the Interior or his authorized representative, but this agreement shall, without

assignment, inure to the benefit of and be binding upon any attorney or law firm which becomes the legal successor to Wilkinson, Cragun & Barker as now constituted; and in the event of the death, incapacity or withdrawal of any of the partners of said firm, this agreement shall continue without regard to said death, incapacity or withdrawal, and inure to the benefit of and be binding upon the surviving partner or partners. Any assignment of this agreement, if made, shall comply with 25 U.S.C. §84. Any assignment of the obligation of this contract and/or any assignment or encumbrance of any interest in the compensation agreed to be paid, made in violation of the provisions of this Paragraph, shall operate to terminate this contract, and in such event, the Attorneys shall not be entitled to receive any compensation whatever for any services rendered subsequent to the date of termination of this contract.

12. This contract may be terminated by the Secretary of the Interior or his authorized representative for reasonable cause, after hearing, upon 60 days' notice to all parties in interest and upon approval of the Tribal Business Council, and if said contract be so terminated, the Attorneys shall receive no compensation after the date of termination. If the Secretary finds that the interests of the Tribes so require, he may suspend the contract and the payment of all compensation due or accruing to the attorneys thereunder pending a hearing which shall be held without unreasonable delay. This contract may also be terminated by either party upon 60 days' written notice, or sooner, if the parties so agree. Any false affirmations in this document will be grounds for immediate termination of this contract by the Tribes.

13. The Attorneys stipulate that they are fully licensed members in good standing of the bar of the District of Columbia; and to the best of their knowledge that no disciplinary proceedings have been instituted against them by any bar association of any jurisdiction in the United States or its territories.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the 30th day of January, 1976.

THE THREE AFFILIATED TRIBES OF
THE FORT BERTHOLD RESERVATION
NORTH DAKOTA

By: _____
Rose Crow Flies High, Chairperson
Tribal Business Council

By: Austin Gillette
Austin Gillette, Secretary
Tribal Business Council

WILKINSON, CRAGUN & BARKER

By: Jerry C. Straus
Jerry C. Straus, Partner