

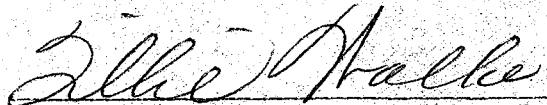
RESOLUTION OF THE GOVERNING BODY OF  
THE THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION

- WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS, The Constitution and By-laws of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to engage in activities for the welfare and benefit of the Tribes and Tribal members; and
- WHEREAS, The Three Affiliated Tribes of the Fort Berthold Reservation wishes to contract with the Native American Rights Fund (NARF) for consultant services in connection with review of the Tribe's code and such other legal investigation and/or research of problem areas designated by the Tribes and agreed to by NARF; and
- WHEREAS, The Tribes have contacted NARF and have discussed these matters with NARF staff and they have indicated they are willing to assist the Tribes; and
- NOW THEREFORE BE IT RESOLVED, that the Tribal Chairman is hereby authorized and directed to negotiate and execute a consultant contract with NARF for the above purposes.

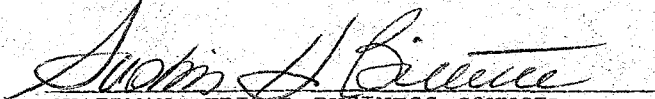
C E R T I F I C A T I O N

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 constitutes a quorum, 10 were present at a Regular Meeting, thereof duly called, noticed, convened and held on the 14 day of January 1982; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 10 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said resolution has not been rescinded or amended in any way.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 14 DAY OF JANUARY, 1982.

  
SECRETARY, TRIBAL BUSINESS COUNCIL

ATTEST:

  
CHAIRMAN, TRIBAL BUSINESS COUNCIL

## CONSULTANT CONTRACT

1. This agreement is made and entered into by and between the Three Affiliated Tribes of the Fort Berthold Reservation by Mr. Austin Gillette, Chairman of the Tribal Business Council, and the Native American Rights Fund, a non-profit law firm located at 1506 Broadway, Boulder, Colorado 80302.

2. The Three Affiliated Tribes of the Fort Berthold Reservation, hereinafter referred to as the Tribes, under authority conferred by resolution of the Tribal Business Council adopted on the 14th day of January, 1982, which is attached hereto and made a part hereof, hereby contracts with, retains and employs as consultants in the matters described herein, the Native American Rights Fund (NARF) and any attorney designated by NARF.

3. It shall be the duty of the Native American Rights Fund:

(a) to investigate specific problem areas, as designated by the Tribes, in connection with a review of the Tribes' code;

(b) to make recommendations to the Tribes in response to the problem areas investigated pursuant to subparagraph 3(a);

(c) to undertake the necessary work to carry out the recommendations agreed to by the Tribes, such as the writing of a new code section, the revision of an existing tribal code section or such other appropriate means as agreed upon by the Tribes and NARF; and

(d) to undertake such other legal investigation and/or research as agreed upon by the Tribes and the Native American Rights Fund.

NARF reserves the right to decline to undertake the investigation of any problem(s) designated by the Tribes.

4. NARF, in performance of the duties required under this contract, shall be subject to the supervision and direction of the Tribal Business Council, or such person or persons designated by the Council.

5. In consideration of the services to be rendered, NARF shall be compensated at the rate of \$45.00 per hour, and reimbursed for all reasonable out-of-pocket expenses of the services provided under this agreement. The fees and expenses paid under this contract shall not exceed \$40,000.00. Compensation and reimbursement of fees and expenses shall be made upon the submission of quarterly statements including expense vouchers.

6. No assignment of the obligations of this contract, in whole or in part, shall be made, nor shall any assignment or encumbrance be made of any obligation of the Tribes to compensate NARF for fees and to reimburse expenses.

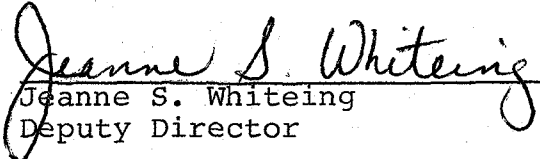
7. This contract may be terminated by either party by giving thirty days written notice to the other party.

8. NARF shall make to the Tribes a written report of the services rendered no less frequently than semi-annually and at such other times as may be requested by the Tribes.

9. This contract shall be in force for a period of three years beginning with the date of approval by the Tribes.

Date: 28 December 1981

NATIVE AMERICAN RIGHTS FUND

  
Jeanne S. Whiteing  
Deputy Director

Date: 1-14-82

THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION

  
Austin H. Gillette  
Chairman