

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 of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities for the welfare and benefit of the Tribes and of the enrolled members thereof; and
- WHEREAS, Article VI, Section 3 (a) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to present and prosecute any claims of the Three Affiliated Tribes before any court, and to employ attorneys of record for such services; and
- WHEREAS, In March 1980, the Three Affiliated Tribes instituted a court action (entitled Three Affiliated Tribes vs. Wold Engineering) in the District Court of Ward County, Northwest Judicial District, against Wold Engineering, wherein said Tribes sought monetary damages on a claim that said Wold Engineering had negligently designed the water intake system for the Four Bears Village, situated within the exterior boundaries of the Fort Berthold Reservation; and
- WHEREAS, The Tribes were represented in said court action by John O. Holm, Dickinson, North Dakota, who, at the time of the institution of said action, was retained by the Tribes pursuant to General Counsel Contract A0014206986, which Contract terminated on the 30th day of November, 1980; and
- WHEREAS, In an Opinion filed July 1, 1982, the Supreme Court of North Dakota, on appeal, affirmed the judgment of the District Court dismissing the Complaint of the Three Affiliated Tribes for lack of subject matter jurisdiction over a civil action instituted by an Indian tribe as plaintiff against non-Indians as defendants, wherein the cause of action arose within the exterior boundaries of an Indian reservation; and
- WHEREAS, It was (and continues to be) the considered position of the Tribal Business Council of the Three Affiliated Tribes that the decision of the Supreme Court of North Dakota, in Wold Engineering, is erroneous and extremely adverse to the interests and welfare of the Tribes and of the individual enrolled members thereof in the context of their ability to secure adequate legal relief in any judicial forum for damages caused by non-Indians resulting from transactions occurring within the exterior boundaries of the Fort Berthold Reservation; and

WHEREAS, On the 6th day of August, 1982, the Tribal Business Council, via Resolution #83-131, formally acted to continue the retention of John O. Holm as Attorney of Record for the Three Affiliated Tribes in said Wold Engineering, directing said John O. Holm to appeal the decision of the Supreme Court of North Dakota to the United States Supreme Court on a petition for writ of certiorari; and

WHEREAS, On the 25th day of April, 1983, the United States Supreme Court did grant review on writ of certiorari; and

WHEREAS, On the 13th day of May, 1983, the Tribal Business Council, via Resolution #83-125-S, formally requested that John O. Holm serve in the capacity of "of counsel" in conjunction with the Legal Department of the Three Affiliated Tribes for the purpose of providing assistance to said Legal Department in the preparation of the Tribes' brief and the appearance before the United States Supreme Court, in Three Affiliated Tribes vs. Wold Engineering; and

NOW, THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby formally approves the Special Counsel Contract entered into between the Three Affiliated Tribes and John O. Holm, an originally executed photostatic copy of which Contract is attached hereto.

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, 7 were present at a REGULAR Meeting thereof duly called, noticed, convened and held on the 16 day of June, 1983; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 7 members, 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 16 day of June, 1983.

Dennis A. Hahn  
Secretary, Tribal Business Council  
(Acting)

ATTEST:

Alvin Spotted Tail  
Chairman, Tribal Business Council

SPECIAL COUNSEL CONTRACT

THIS AGREEMENT, made and entered into this 1st day of December, 1980, by and between Alyce Spotted Bear and Dennis Huber, acting for and on behalf of the Three Affiliated Tribes of the Fort Berthold Reservation, and John O. Holm, Attorney at Law, residing at Dickinson, North Dakota.

WITNESSETH:

1. That the Three Affiliated Tribes, hereinafter referred to as the TRIBE, under the authority vested therein by resolution of the Tribal Business Council, adopted on the 6th day of August, 1982, which is hereunto attached and made a part hereof, hereby contracts with, retains, and employs John O. Holm as attorney in the matter hereinafter mentioned.

2. It shall be the duty of John O. Holm, hereinafter referred to as the ATTORNEY, to act as co-counsel for and on behalf of the TRIBE and to appear as such before the United States Supreme Court throughout the appeal thereto on Petition for Writ of Certiorari in the action entitled Three Affiliated Tribes of the Fort Berthold Reservation vs. Wold Engineering, P.C., vs. Schmidt, Smith & Rush. Special counsel duties shall not be deemed to include and will not include any services in connection with the 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 of the Three Affiliated Tribes.

4. The ATTORNEY, subject to the approval of the Tribal Business Council and the Secretary of the Interior or his authorized representative, 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 compensation as and for attorney fees in the amount of Seventy and 00/100 Dollars (\$70.00) per hour for all actual and documented services rendered to the TRIBE throughout the course of his performance of the particular services identified hereinabove, plus all necessary and reasonable expenses actually incurred during the course of his performance of said

services. The expenses paid shall not exceed Two Thousand and 00/100 Dollars (\$2,000.00) per annum, unless additional amounts are authorized by the Tribal Business Council and approved by the Secretary of the Interior or his authorized representative. Except in emergency situations, advance approval shall be obtained for such additional amounts. Payment of compensation and reimbursement of expenses shall be made only upon the submission of proper vouchers. Expenses shall be itemized and verified by the ATTORNEY and shall also be approved by the Tribal Business Council.

6. No assignment of the obligations of this Contract, in whole or in part, shall be made without the consent, previously obtained, of the Tribal Business Council and the approval of the Secretary of the Interior or his authorized representative, nor 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; 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 of 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 termination.

7. The death of the ATTORNEY shall terminate this Contract, unless there is left surviving one attorney or more who holds an interest therein under an assignment duly approved by the Tribal Business Council and the Secretary of the Interior or his authorized representative, in which event such surviving attorney or attorneys shall serve as the ATTORNEY under this Contract until it expires or is terminated in accordance with the terms hereof.

8. This Contract may be terminated by either party by giving thirty (30) days written notice to the other party, to the Secretary of the Interior or his authorized representative, and to the Area Director, and if the Contract shall be so terminated, the ATTORNEY shall receive such compensation as the Secretary of the Interior or his authorized representative may determine equitably to be due to date of termination.

9. This Contract may also be terminated for cause by the Secretary of the Interior after a hearing on reasonable notice. If the Secretary finds

that the interests of the Three Affiliated Tribes so require, he may suspend the Contract and the payment of all compensation due or accruing to the ATTORNEY, pending a hearing which shall be held without unreasonable delay.

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

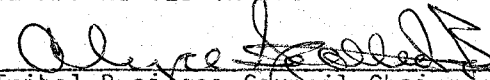
11. The ATTORNEY shall render to the TRIBE and to the Secretary of the Interior or his authorized representative a written report of the services rendered to the TRIBE not less frequently than semi-annually and at such other times as may be requested by the Secretary of the Interior or his authorized representative.

12. The ATTORNEY stipulates that he is a fully licensed member in good standing of the Bar of the State of North Dakota, and, to the best of his knowledge, no disciplinary proceedings have been instituted against him by any bar association of any jurisdiction of the United States or its territories which are pending and/or unresolved, and he has not been disbarred or suspended from the practice of law in any jurisdiction in the United States or its territories.

13. This Contract shall be in force from the date first mentioned hereinabove throughout the course of the appeal to the United States Supreme Court, on Petition for Writ of Certiorari, in the action entitled Three Affiliated Tribes of the Fort Berthold Reservation vs. Wold Engineering, P.C., vs. Schmidt, Smith & Rush.

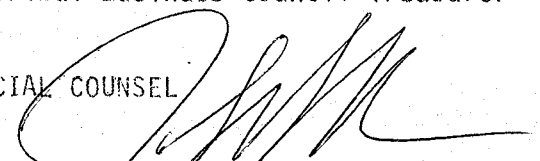
IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first above written.

THREE AFFILIATED TRIBES

BY:   
Tribal Business Council Chairman

AND:   
Tribal Business Council Treasurer

SPECIAL COUNSEL

  
John O. Holm, Attorney