

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 on behalf of and in the interest of 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 employ attorneys to provide legal services to the Tribes and to determine their fees; and
- WHEREAS, In March, 1983, certain officers of the Tribal Business Council duly executed a Charter creating a Tribal profit corporation known as Three Affiliated Tribes Construction Company with the intent that said chartered corporation would enter into a joint venture with a certain professional association known as Martell and Associates, P.A. for the purpose of the submission by the joint venture of formal bids on two housing construction projects to be advertised by the Fort Berthold Housing Authority; and
- WHEREAS, In view of the fact that the bid submission on said construction projects has been limited to local Indian preference firms, the Tribal Business Council directed that Three Affiliated Tribes Construction Company make application to the Department of Housing and Urban Development for a grant of prequalification as a local Indian preference firm; and
- WHEREAS, Ronald A. Hodge, Attorney at Law, Bismarck, North Dakota, possesses a high level of expertise and competence in the areas of business law, construction law, and federal Indian law and a substantial familiarity with and understanding of the regulations of the Department of Housing and Urban Development; and
- WHEREAS, Upon consideration of such professional attributes, the Tribal Business Council deems it advisable to retain said Ronald A. Hodge for the purpose of securing his legal representation of the joint venture identified hereinabove, commencing with the matter of the application of Three Affiliated Tribes Construction Company for prequalification as a local Indian preference firm and continuing through the process of bidding and the award of contracts on the two housing construction projects mentioned hereinabove;

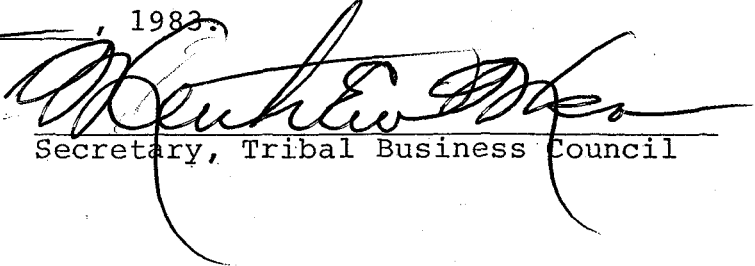
NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes, pursuant to its Constitutional power and authority, hereby approves the attached Special Counsel Contract between the Three Affiliated Tribes and Ronald A. Hodge and directs the appropriate officers of the Tribal Business Council to duly execute said Contract on behalf of the Tribes.

CERTIFICATION

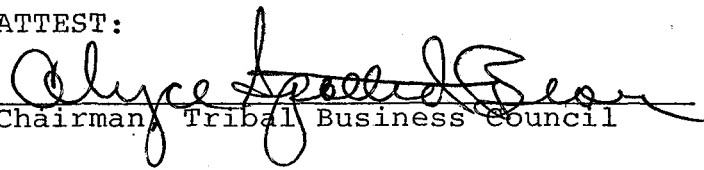
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 11 members of whom 7 constitutes a quorum, 11 were present at a SPECIAL Meeting thereof duly called, noticed, convened and held on the 30 day of JUNE, 1983; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 7 members, 4 members opposed, — members abstained, — members not voting and that said resolution has not been rescinded or amended in any way.

CHAIRMAN (Voting) (Not Voting)

Dated this 30 day of JUNE, 1983.


Secretary, Tribal Business Council

ATTEST:


Chairman, Tribal Business Council

SPECIAL COUNSEL CONTRACT

THIS AGREEMENT, made and entered into this 1st day of March, 1983, 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 Ronald A. Hodge, Attorney at Law, residing at Bismarck, 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 day of June, 1983, which is hereunto attached and made a part hereof, hereby contracts with, retains, and employs Ronald A. Hodge as attorney in the matter hereinafter mentioned.

2. It shall be the duty of Ronald A. Hodge, hereinafter referred to as the ATTORNEY, to act in the capacity of legal counsel, in conjunction with the Legal Department of the Three Affiliated Tribes, for the joint venture entered into by and between Three Affiliated Tribes Construction Company and Martell and Associates, P.A. 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 No 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 No 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. Payments 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. 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 throughout the period commencing on the date first written above through the date on which the contract for Fort Berthold Housing Authority Project No. ND5-13 is awarded.

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

THREE AFFILIATED TRIBES

BY: *Alvin Spalding*
Tribal Business Council Chairman

AND: *Don Huer*
Tribal Business Council Treasurer

SPECIAL COUNSEL

Ronald A. Hodge
Ronald A. Hodge Attorney