

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 5(j) of the Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to protect the natural resources of the Tribes; and
- WHEREAS, Article VI, Section 5(d) of the Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to negotiate with the State Government on behalf of the Tribes; and
- WHEREAS, Article VI, Section 3(a) of the Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to employ attorneys to provide legal services to the Tribes and to determine their fees; and
- WHEREAS, The State of North Dakota, by and through its Attorney General, has indicated its intent, both to the Three Affiliated Tribes and to the Department of the Interior, to negotiate with the Tribes for the purpose of developing a Triba-State water compact relative to the claims of the Tribes to both surface and ground waters situated within the exterior boundaries of the Fort Berthold Reservation; and
- WHEREAS, The Tribal Business Council considers that the protection of the water rights (including Winters rights) of the Three Affiliated Tribes is of utmost importance and that it would be in the best interests of the Tribes to inventory and to determine the nature and scope of Tribal water claims; and
- WHEREAS, The Tribal Business Council has been informed that the proposal previously submitted to the Department of the Interior by the Three Affiliated Tribes requesting funding for the Tribal-State Water Compact Development and Negotiation Project has been approved thereby and that the Tribes have been granted a contract to operate and administer such project, with an operating budget in the amount of \$150,000.00, which budget includes a line item for legal consultant services; and
- WHEREAS, The Law Firm of Fredericks & Pelcyger, Boulder, Colorado possesses substantial knowledge of and a high degree of expertise in the area of Indian water rights and has represented numerous Indian tribes in water rights litigation before the Supreme Court of the United States; and
- WHEREAS, On the 30th day of June, 1983, the Tribal Business Council, via Resolution #83-166-S, formally approved the initial Special Counsel Contract between the Three Affiliated Tribes and the Law Firm of Fredericks & Pelcyger; and

WHEREAS, It is the considered position of the Tribal Business Council that the Law Firm of Fredericks & Pelcyger will continue to provide invaluable assistance to the Three Affiliated Tribes in the development, negotiation, and execution of the proposed Tribal-State Water Compact and particularly in the presentation of such agreement to the Department of the Interior and before the Congress of the United States;

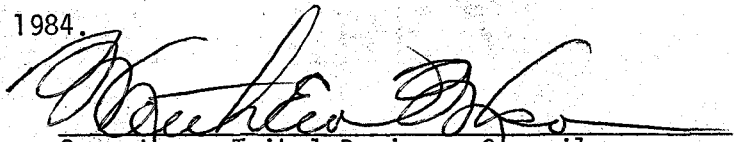
NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes hereby formally approves the Special Counsel Contract entered into by and between the Three Affiliated Tribes and the Law Firm of Fredericks & Pelcyger, an originally executed copy of which Contract is attached 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, 9 were present at a Special Meeting, thereof duly called, noticed, convened, and held on the 26 day of April, 1984; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 2 members opposed, 1 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 26 day of April, 1984.


Secretary, Tribal Business Council

ATTEST:


Chairman, Tribal Business Council

SPECIAL COUNSEL CONTRACT

THIS AGREEMENT is made and entered into this 26th day of April, 1984, by and between the Three Affiliated Tribes of the Fort Berthold Reservation (hereinafter referred to as "the Tribes") and the law firm of Fredericks & Pelcyger, Attorneys at Law, residing at 1007 Pearl Street, Suite 240, Boulder, Colorado 80302 (hereinafter referred to as "the Attorneys"). As used in this Agreement, the term "Secretary" shall mean the Secretary of the Interior, or his duly authorized representative.

WITNESSETH:

1. Employment. The Tribes, pursuant to a resolution of the Tribal Business Council, dated April 26, 1984, a copy of which is attached hereto and incorporated by reference herein, hereby contracts with, retains, and employs the Attorneys in the matter hereinafter mentioned pursuant to the provisions of Section 2103 of the Revised Statutes (Section 81, Title 25, United States Code, as amended).

2. Legal Services. It shall be duty of the Attorneys to advise, assist, and represent the Tribes in developing and asserting their water rights in negotiations with the State of North Dakota. Where necessary or desirable in the performance of legal services hereunder, the Attorneys are authorized to enter into an association with local counsel in the State of North

Dakota who shall be paid out of the compensation provided under Paragraph 3 and Paragraph 4 of this Agreement.

3. Compensation. As consideration for the services rendered pursuant to Paragraph 2 of this Agreement, the Attorneys shall receive a compensation of \$80.00 per hour for associates and \$100.00 per hour for partners and a maximum of \$800.00 per day per attorney. Provided, that if less than four hours of services are rendered, the fee due that date shall not exceed one-half of the daily fee, plus all necessary and reasonable expenses, including traveling expenses, long distance telephone calls and telegraphs, printing of documents, photostats and such like expenses, but not including office expenses such as rent, lighting, heat, and stenographic or clerical services. The compensation and expenses together paid shall not exceed the total maximum amount of \$25,000.00 per the term of this Agreement, unless additional amounts are authorized by the Tribal Business Council and approved by the Secretary of the Interior or his authorized representative. Payment of compensation and reimbursement of expenses shall be made only upon the submission of proper vouchers and approval by the Secretary of the Interior or his authorized representative. Expenses shall be itemized and verified by the Attorneys and approved by the Tribal Business Council prior to reimbursement.

4. Term. This Agreement shall be effective as of February 1, 1984, and shall remain in effect through December 31,

1985, except that it may be terminated at any time upon thirty (30) days written notice by either party. If so terminated, the Attorneys shall be entitled to compensation up to the date of termination upon a quantum merit basis for services actually performed. This Agreement 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 Tribes so require, he may suspend the Agreement and the payment of all compensation hereunder, pending a hearing which shall be held and a decision rendered without unreasonable delay. This Agreement may be renewed at the request of the Tribes for a period not to exceed one (1) year.

5. Assignment. No assignment of the obligation of this Agreement, in whole or in part, shall be made without the consent, previously obtained, of the Tribes 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 Attorneys in the compensation to be paid under this Agreement, without such consent; provided, that if such an assignment of the obligations of this Agreement, or assignment or encumbrance of any interest in the compensation to be paid, is made in violation of the provisions of this Paragraph, the Agreement may be terminated at the option of the Secretary of the Interior or of the Tribes, and no attorney having any interest in the Agreement or in the fee provided herein shall be entitled to any compensation whatsoever for any services rendered or expenses

incurred subsequent to the date of termination.

6. Law Firm. The death, withdrawal, or addition of any partner or associate in the firm of Fredericks & Pelcyger, or any change in the firm name, shall not operate to terminate or otherwise modify this Agreement. Services rendered on behalf of the Tribes by any partner, associate, or paraprofessional in the firm of Fredericks & Pelcyger or by local North Dakota counsel associated with the Attorneys, shall constitute services performed by the Attorneys in accordance with this Agreement. The Attorneys shall notify the Tribes and the Secretary of the Interior, or his authorized representative, in writing, of the death, withdrawal, or addition of any partner or associate of the firm in Colorado, or any change in its name.

7. Good Standing. The undersigned Attorney stipulates that he is a fully licensed member in good standing of the bar of the State of Colorado and to the best of his knowledge no disciplinary proceedings have been instituted against him or his partner, or any of his associates 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.

8. Conflict of Interest. This Agreement comes within the provisions of 25 U.S.C. 450i(f).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates opposite their respective signature.

Attest:

Christopher D. Gualle

Date: APR 26, 1984

THREE AFFILIATED TRIBES
FORT BERTHOLD RESERVATION

By: Alyce J. G. Bean
Chairman

FREDERICKS & PELCYGER

Date: May 3, 1984

By: T. W. J. [Signature]

Pursuant to Delegation of Authority per 230 DM 1 (10 BIAM 2.1) and 10 BIAM 3.1 the foregoing Attorney Contract between the Three Affiliated Tribes of the Fort Berthold Reservation and Fredericks & Pelcyger is hereby approved in accordance with attached letter.

The Contract No. is _____.

Date

Area Director