

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(c) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to administer any funds within the exclusive control of the Tribes and to make expenditures from available Tribal funds for the public purposes of the Tribes; and
- WHEREAS, The tribal people of the Fort Berthold Indian Reservation suffered grievous social and economic harms due to the construction of the Garrison Dam on the Fort Berthold; and
- WHEREAS, The economic and social recovery of the tribal people from the adverse effects of the Garrison Dam is a major priority of the Tribal Council; and
- WHEREAS, The full and complete implementation of the recommendations of the Joint Tribal Advisory Commission (JTAC), rendered on May 23, 1986, would assist the Tribal people in their recovery from the adverse impacts of the Garrison Dam; and
- WHEREAS, The full and complete implementation of the JTAC's recommendations will require both Congressional and federal administrative action; and
- WHEREAS, The firm Moss, McGee, and Bellman (MMB), 122 "C" St. N.W., Washington D.C. 20009, has the necessary skill and expertise to assist the Tribe in achieving its goals in this regard;
- NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council hereby approves that the attached contract, incorporated herein by reference as attachment "A", between the Three Affiliated Tribes and MMB according to the terms and tenor of that contract.

## THREE AFFILIATED TRIBES

C O N S U L T A N T   A G R E E M E N T

This Agreement is made this 28 day of October, 1986, by and between the THREE AFFILIATED TRIBES, and MMB Associates, Inc. of 122 C Street, N.W., Suite 240, Washington, D.C. 20001.

1. BE IT KNOWN, That for the purposes of this Agreement, the Parties involved shall hereinafter be known as the "Tribe" and "MMB".
2. FURTHER, That the purpose of this Agreement between the Tribe and MMB is to enable the Three Affiliated Tribes to ensure the full and complete implementation of the recommendations issued by the Joint Tribal Advisory Commission (JTAC) in their report of May 23, 1986; that is attached herein and is hereby incorporated by reference into the agreement as Attachment "A".
3. FURTHER, That in consideration of the undertaking set forth and described herein, the Tribe, as per the stipulations specified within this Agreement, hereby retains MMB for the following purpose(s): See Attachment "B" that is hereby incorporated by reference into this Agreement.
4. FURTHER, That MMB shall be retained for the time period below described: From September 1, 1986 through and including January 1, 1988.
5. FURTHER, That MMB will be entitled to compensation for services rendered in connection with performance of the Purpose(s) identified in Part B for which he has been retained; and, that compensation shall be made as follows:

At a per hourly rate of Seventy-Five and 00/100 Dollars (\$75.00) per hour, inclusive of all staff costs MMB may incur in the performance of the services described herein in this Agreement. Further, provided that MMB may be reimbursed for reasonable travel expenses incurred as an incidence to the performance of the services described under this Contract, provided, however, that the total amount paid to MMB under this Agreement shall not exceed Thirty Thousand Dollars and 00/100 (\$30,000.00) for the performance of these services as described in this Agreement or for the reimbursement of any travel expenses incurred in connection with the performance of these services. It is further agreed by the parties hereto that MMB shall not receive in excess of Fifteen Thousand Dollars and 00/100 Dollars (\$15,000.00) under the terms of this contract until prior approval has been received from the Tribe, acting by resolution, to incur expenses or costs above that amount.

6. FURTHER, That is hereby stipulated that compensation as described shall constitute full payment for services rendered and that additional assessments of expenses not identified therein shall be the sole responsibility of MMB; and

7. FURTHER That such compensation shall be paid to MMB in accordance with the Three Affiliated Tribes payment policies and in accordance with the special terms of this Agreement as provided for within Parts 5 and 6, and

8. FURTHER That MMB shall submit periodic reports as requested by the Tribe and is required by this Agreement to submit a Final Consultant Project Report, narrative and financial, pertaining to the performance of services rendered. MMB is required to keep accurate record of time incurred in connection with such services, and he shall, when requested, furnish additional information to the Tribe. He shall not be entitled to payment of consultant fees unless and until he has provided the aforementioned information with respect thereto, in form and substance acceptable to the authorized representative of the Tribe; and

9. FURTHER, That MMB hereby agrees that during such time that he is retained by the Legal Department as a Consultant under this Agreement, he will not render services, give advice or counsel, release, give or disclose information, documents or any like instrument to any other person or entity which is engaged in or is likely to become engaged in activities which are or could possibly be competitive with the interests of the Three Affiliated Tribes; and

Nor shall MMB, when retained by the Tribe compete with the Three Affiliated Tribes on his own account or for his own benefit or engage in any activity which creates or is likely to create a conflict of interest between himself and the Three Affiliated Tribes;

Nor shall MMB make any other use of information provided, compiled or gathered pertaining to the Three Affiliated Tribes such as business methods, operations, costs, proposals, budgets, projections and/or any other information of a confidential or sensitive nature to which Consultant was privy to for the period of time for which he was retained under this Agreement;

And, that upon termination or completion of his services to the Tribe, MMB agrees to return and/or submit all written and other materials, which are not matters of public record, furnished by the Three Affiliated Tribes or accumulated by him in performance of this Agreement;

And, that all reports and/or other documents compiled, developed and/or written by MMB, i.e., proposals, analyses, writings, sound recordings, pictorial reproductions or other materials connected with the performance of services under this Agreement are now and shall remain the sole property of the Three Affiliated Tribes and that all rights to such materials are also the sole property of the Three Affiliated Tribes; and

10. FURTHER, this Agreement may be terminated at any time, with or without cause, by either Party, upon notice in writing. Written notice shall be deemed sufficiently given if posted by registered or certified mail; and

11. AND FINALLY, That this Agreement constitute the entire understanding between the Tribe and MMB and that no amendment or modification hereof shall be effective unless reduced to writing and executed by both Parties with appropriate approvals.

IN WITNESS HEREOF, the Parties hereto identified have executed this Agreement as of the date first above written and do hereby certify that the signatures signifying Approval and Acceptance are true authorized representatives of the respective Parties involved in this Agreement.

APPROVAL:  
[Signature]  
Dept. Program Representative

Director of GDU Project  
Title

Steph Francis  
Tribal Finance Representative

Controller  
Title

[Signature]  
Authorizing Officer

Tribal Chairman  
Title

ACCEPTANCE:

[Signature]  
MMB Associates  
122 C St. N.W. #240  
Address  
Washington  
City  
202-783-7305  
Telephone Number

DC.  
State  
20001  
Zip Code  
Federal I.D. # 52-1320253

**SCOPE OF WORK  
GOVERNING AGREEMENT  
BETWEEN LEGAL DEPARTMENT AND MMB**

MMB hereby agrees to:

1. Provide the necessary assistance to the Tribe in obtaining Congressional authorization for compensation to the Three Affiliated Tribes consistent with the Joint Tribal Advisory Committee's (JTAC) recommendation of \$178.4 million for the taking of the lands for the site of the Garrison Reservoir;

2. Provide the necessary assistance to the Tribe in obtaining Congressional appropriations in satisfaction of the above referenced authorization for such appropriations;

3. Provide the necessary assistance to the Tribe in obtaining Congressional authorization for a health care facility on the Fort Berthold Reservation consistent with the recommendations of the Joint Tribal Advisory Committee (JTAC);

4. Provide the necessary assistance to the Tribe in obtaining Congressional appropriations in satisfaction of the above referenced authorization for such health care facility to be built on the Fort Berthold Reservation;

5. Provide the necessary assistance to the Tribe in obtaining, by Congressional or administrative action, additional federal funds to subsidize the electric heating bills of Tribal residents on the Fort Berthold Reservation and to provide additional federal funds for the weatherization of those residences;

6. Provide the necessary assistance to the Tribe in obtaining by Congressional or administrative action the return to the Tribes of the former Indian lands presently administered by the Corps of Engineers as project lands;

7. And to further provide such advice and assistance as the Tribe may request regarding the implementation of the recommendations of the Joint Tribal Advisory Committee (JTAC).

8. MMB further agrees to make its best efforts through the exercise of its special skill and judgment to realize the above referenced goals as agreed to by the parties.

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 constitute a quorum, 7 were present at a SPECIAL Meeting thereof duly called, noticed, convened, and held on the 28 day of OCTOBER, 1986; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Dated the 28<sup>th</sup> day of OCTOBER, 1986.

*Rena Huber*  
Secretary, Tribal Business Council

*Acting*

ATTEST:

*Alyce [Signature]*  
Chairman, Tribal Business Council