

**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 legal counsel, with the selection of counsel and the determination of the amount of attorney fees and related expenses being subject to the approval of the Secretary of the Interior or his authorized representative pursuant to 25 U.S.C. Section 476; 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, including the payment of salaries and other compensation to Tribal officials and employees; and
- WHEREAS,** The Tribal Business Council has reviewed and considered the proposed contract between the Three Affiliated Tribes and Hobbs, Straus, Dean & Walker, LLP and deems it advisable and beneficial to the interests of the Tribes to enter into said proposed contract;
- NOW, THEREFORE, BE IT RESOLVED,** That the Tribal Business Council of the Three Affiliated Tribes, pursuant to its Constitutional authority, hereby formally approves entry into the Attorney Services Contract between the Three Affiliated Tribes and Hobbs, Straus, Dean & Walker, LLP (a photostatic copy of which Contract is attached hereto and made part hereof), subject to the approval of the Secretary of the Interior or his authorized representative pursuant to 25 U.S.C. Section 476 as

ATTORNEY SERVICES CONTRACT

April 1, 1999

1. The Three Affiliated Tribes of the Fort Berthold Reservation ("Tribe"), acting through its Tribal Business Council, hereby retains the law firm of Hobbs, Straus, Dean & Walker, LLP (the "Attorneys") to represent the Tribe on such matters as may be assigned to them by Tribal Business Council, by resolution of the Tribal Business Council, by the Chairman, or through the Tribe's Legal Department. The Attorneys shall do no work for the Tribe without such an assignment.

2. It is understood that any attorney of Hobbs, Straus, Dean & Walker, LLP, including partners, associates, and of counsel, is authorized to perform service under this contract.

3. For work on such assignments, the Attorneys shall receive a fee of ~~\$165.00~~ ^{170.00} per hour through March 31, 2000. Such fee shall be increased to ~~\$173.00~~ per hour on April 1, 2000, and to ~~\$181.00~~ per hour on April 1, 2001. The rate for non-attorney legislative affairs specialists shall be two-thirds the rate for the Attorneys, and the rate for paralegals and law clerks shall be one-half the rate for the Attorneys. Non-working travel time on authorized trips shall be compensated at half the rates stated. Said compensation shall not exceed \$200,000.00 in any calendar year unless additional amounts are authorized by the Tribe. If additional amounts are not authorized, the Attorneys shall not be obligated to perform any additional services.

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4. The Attorneys shall be reimbursed for all necessary and proper expenses incurred in connection with the performance of their duties, including, but not limited to: traveling

expenses, including actual travel expenses when in travel status on authorized tribal business, including tourist class air fare (or first class air fare, if tourist class is unavailable) and mileage at twenty and one-half (20.5) cents per mile when privately owned automobiles are used, provided, that if the automobile is rented, the Attorneys shall be reimbursed for actual expenses, long distance telephone calls, telegrams, notary and registration fees, taxi fares, cost of printing or reproducing documents and stenographic service while in travel status, and provided further, that such expenses shall not exceed Thirty Thousand Dollars (\$30,000.00) per annum unless additional amounts are authorized by the Tribe and approved by the Secretary of the Interior or his duly authorized representative.

5. The Attorneys shall bill the Tribe monthly for fees and expenses. Bills shall be itemized and verified by the Attorneys. The payment of compensation and expenses as provided herein shall be contingent upon the availability of funds in the Tribe's treasury or upon an appropriation by Congress from the Tribe's funds held by the United States for the account of the Tribe.

6. This Agreement shall be effective as of April 1, 1999, upon approval by the Secretary, and, unless sooner terminated in accordance with the terms hereof, shall remain in full force and effect until March 31, 2002. This Agreement may be terminated by the Tribe or the Attorneys, upon thirty (30) days notice in writing to the other parties.

7. No assignment of the obligations of the Attorneys under this Agreement, in whole or in part, and no assignment or encumbrance of any interest of the Attorneys in the compensation agreed to be paid under this Agreement shall be made without the consent, previously obtained of the Tribe and the Secretary or his authorized representative. Any assignment of the obligations under this Agreement, or any assignment or encumbrance of any

interest in the compensation agreed to be paid thereunder in violation of the provisions of this paragraph, shall operate to terminate this Agreement, and in such event the Attorneys shall not be entitled to receive any compensation whatever for any services rendered subsequent to the date of termination of this Agreement.

8. The death, withdrawal, or addition of any partner or associate in the Attorneys' firm or any change in the firm name shall not operate to terminate or otherwise modify this Agreement. Services rendered on behalf of the Tribe by any partner, associate, paralegal, law clerk, of counsel in, of counsel affiliated with the Attorneys' firm shall constitute services performed by the Attorneys in accordance with this Agreement. The Attorneys shall notify the Tribe in writing, of the death, withdrawal, or addition of any partner of the firm or any change in its name.

9. The Attorneys shall submit to the Tribe not less frequently than semi-annually, a statement of services rendered on behalf of the Tribe.

10. The Tribe acknowledges that as of March 31, 1999, it is indebted to Hobbs, Straus, Dean & Walker, LLP in the amount of \$72,164.08 for legal services and expenses incurred as of that date. The Tribe agrees that it will pay to the Attorneys at least \$15,000 per month until such time as its bill is current.

HOBBS, STRAUS, DEAN & WALKER, LLP

THE THREE AFFILIATED TRIBES
OF THE FORT BERTHOLD RESERVATION

By: Hans Walker, Jr.
Hans Walker, Jr.

Tex Hall, Chairman

APPROVED:

ATTEST:

Secretary of the Interior
of the United States of
America, by Superintendent,
Fort Berthold Agency, Bureau of
Indian Affairs, United States
Department of the Interior

Secretary
Tribal Business Council

By:

Date:

delegated by 10 BIAM 3.1.

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 7 members of whom 5 constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 16th day of April, 1999; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 16th day of April, 1999.

Daylon Spotted Bear
Secretary, Tribal Business Council

ATTEST:

Tom R. Hall
Chairman, Tribal Business Council