



TE-MOAK TRIBE OF WESTERN SHOSHONE

RESOLUTION OF THE GOVERNING BODY OF THE TE-MOAK TRIBE OF WESTERN SHOSHONE INDIANS OF NEVADA

RESOLUTION NO. 15-TM-29

WHEREAS, this organization is an Indian Organization known as the Te-Moak Tribe of Western Shoshone Indians as described under the Indian Reorganization Act of June 18, 1934 (48 Stat. 984)(IRA) as amended, to exercise certain rights of home rule and to be responsible for the promotion of economic and social welfare of its tribal members; and

WHEREAS, the Te-Moak Tribe of Western Shoshone hereby desires to contract with the law firm of Fredericks Peebles & Morgan LLP for the purpose of pursuing claims to recover contract support costs promised but never paid to the Band by the United States and its agencies.

NOW THEREFORE BE IT RESOLVED, that the Te-Moak Tribe of Western Shoshone hereby enters into the attorney contract, a copy of which is attached hereto and incorporated by this reference, with Fredericks Peebles & Morgan LLP, with Matthew Kelly being the priority contact person, and authorizes the Chairman of the Council to execute the same on the Tribe's behalf.

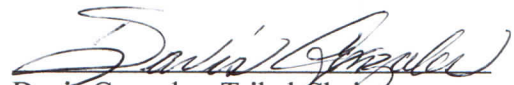
BE IT FURTHER RESOLVED, that the Te-Moak Tribe of Western Shoshone agrees as set forth in the attorney contract to compensate Fredericks Peebles & Morgan LLP at a rate of \$200.00 per hour for partners, \$150.00 per hour for associates, and \$100.00 per hour for law clerks; and

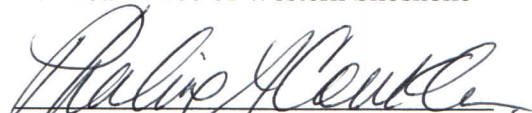
BE IT FURTHER RESOLVED, a telephone poll vote was conducted on September 30, 2015 with a vote of – 7 FOR, 0 AGAINST, and 0 ABSTAINED.

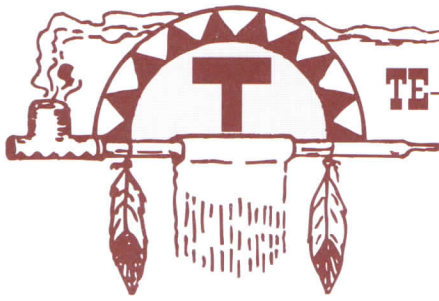
C-E-R-T-I-F-I-C-A-T-I-O-N

I, the undersigned, as Chairman of the Te-Moak Tribal Council do hereby certify that the Te-Moak Tribal Council is composed of nine sworn members of whom seven, constituting a quorum, were present at a duly held Telephone Poll Vote on the 30th day of September, 2015, and that Resolution was duly adopted by a vote of 7 FOR, 0 AGAINST, and 0 ABSTAINED, pursuant to Article 4, Section 12 (b) of the Constitution of the Te-Moak Tribe of Western Shoshone Indians of Nevada.




Davis Gonzales, Tribal Chairman
Te-Moak Tribe of Western Shoshone


Phaline Conklin, Tribal Administrator
Te-Moak Tribe of Western Shoshone



TE-MOAK TRIBE OF WESTERN SHOSHONE

525 Sunset Street • Elko, Nevada 89801
775-738-9251 • Fax 775-738-2345

SPECIAL COUNSEL CONTRACT

THIS AGREEMENT made and entered into this 29th day of October, 2015, between the the Te-Moak Tribe of Western Shoshone Indians of Nevada, (the "Tribe") and the law firm of FREDERICKS PEEBLES & MORGAN LLP, 401 9th Street NW, Washington, D.C. 20004 ("FPM").

WITNESSETH:

1. Attorneys retained. The Tribe, acting through the Tribal Council, under the authority of the Constitution of the Te-Moak Tribe of Western Shoshone Indians of Nevada, has the power and responsibility to employ legal counsel and hereby contracts with, retains and employs FPM for services as provided in Paragraph 2 of this Contract by Resolution of the Tribal Council which is made a part hereof.

2. Legal Services to be Rendered. The Tribe hereby retains FPM to pursue claims against the United States on behalf the Tribe to recover unpaid contract support costs. The duties required of FPM under this Contract shall be subject to the supervision and direction of the Tribal Council. FPM shall only act on such matters as they are specifically directed to act upon either by resolution or direction of the Tribe. Said legal services may include attendance at meetings or participation in teleconferences with representatives of the United States and its agencies, Tribal officials, or accounting professionals retained by the Tribe; the assertion of any valid claims through appropriate legal proceedings; preparation and review of legal documents; assistance in negotiation, preparation and execution of any document; and representation before appropriate agencies, tribunals, and legislative bodies; provided, however, that FPM shall not enter into any agreement without the consent of the Tribe.

3. Place of Performance. The services to be provided under this Contract shall for the most part be performed in and around Washington, D.C. In the event travel to the Tribe or elsewhere is required, FPM shall seek prior authorization from the Tribe.

4. Fees. FPM's fees will be based on the amount of time spent by attorneys and paralegals on the Tribe's matters. Each attorney and paralegal has an hourly billing rate. The rate multiplied by the time spent on the Tribe's behalf, measured in tenths of an hour, will be evaluated by the billing attorney as the basis for determining the fee. FPM's billing rates are as follows:

Partners: \$200 hour

Associates: \$150 per hour

Paralegal/Law Clerks: \$100 per hour

The billing rates of individual attorneys may be adjusted from time to time within the range described above to reflect increased experience and special expertise of the attorneys and paralegals. The rates of FPM may also be adjusted on an annual basis to reflect inflationary cost increases affecting FPM's practice, and the adjusted rates will apply to all services performed thereafter. The Tribe must be informed thirty (30) days in advance of all rate adjustments, in no event shall the rate adjustments exceed five (5) percent annually.

The time for which the Tribe will be charged will include, but will not be limited to, telephone and office conferences with the Tribe and counsel, consultants and others; conferences among our personnel; factual investigation; legal research; responding to the Tribe's requests; drafting of letters and other documents, and travel time.

Balances over 60 days are subject to a service charge of 1.5 % each month. FPM retains the right to discontinue work for non-payment of billed charges.

5. Expenses. In addition to the foregoing, FPM shall be reimbursed for necessary and reasonable expenses incurred in handling the legal affairs of the Tribe and on behalf of the Tribe. FPM shall make best efforts, consistent with its professional responsibilities and the legal needs of the the Tribe, to minimize travel time and expenses. Reimbursable expenses shall include actual travel expenses, automobile mileage shall be reimbursed at the current standard government rate, and expenses for long distance telephone calls and telegraph, printing and mailing (including overnight delivery) of documents, photocopies and such like expenses which may be adjusted on occasion to reflect increases in costs, but shall not include office expenses such as rent, light, heat, and stenographic or clerical services, or expert witness fees.

6. Assignment. No assignment of the obligation of the Contract, in whole or in part, shall be made without the consent of the Trib.

7. Termination by the Tribe or FPM. This Contract may be terminated by the Tribe at any time by giving written notice to Matthew Kelly at FPM at 401 9th Street NW, Suite 700, Washington, DC 20004. This Contract may be terminated by FPM at any time by giving thirty (30) days written notice to the Tribe. If this Contract is so terminated, FPM shall receive all fees generated and costs incurred up to the date of termination.

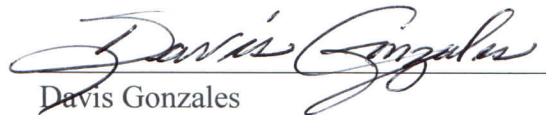
8. Law to Apply. Unless otherwise required by federal or tribal law, this Contract shall be construed in accordance with the laws of the State of California.

9. Effective Date. Notwithstanding its later date of execution, the Tribe and FPM intend that this Contract shall be deemed retroactive and in full force and effect from and including the 1st day of September, 2015.

IN WITNESS WHEREOF, we have hereunto set our hands on this 29th day of September, 2015.

TE-MOAK TRIBE OF WESTERN
SHOSHONE

FREDERICKS PEEBLES & MORGAN LLP



Davis Gonzales
Chairman

Dated: September 29, 2015



Patricia A. Marks
Partner

Dated: September 2, 2015

Te-Moak Tribe of Western Shoshone

Telephone Poll Vote

September 30th, 2015

Te-Moak Tribal Council	Time	YES	NO
<u>Davis Gonzales-Chairman</u>	<u>2:00</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<u>Alice Tybo-Vice-Chairwoman</u> 738-5196 340-3876 (c)	<u>2:16 9/30</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<u>Evelyn Temoke-Roche-Council Member</u> 385-9079 (c) 477-1978 (h)	<u>2:10 9/30</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<u>Gerald Temoke-Council Member</u> 778-1166 (H) 934-9585 (c)	<u>2:40 9/30</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<u>Nick Knight-Council Member</u> 934-5344 (c)	<u>2:23 9/30</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<u>Lydia Johnson-Council Member</u> 455-6552 (h) 374-0417 (c)	<u></u>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<u>Gilbert Temoke-Council Member</u>	<u>2:40 9/30</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
<u>Steve Brady- Council Member</u> 397-0367	<u></u>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<u>Lydell Oppenheim - Council Member</u>	<u>2:40 9/30</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO