

**APRIL 2015 SESSION
CROW TRIBAL LEGISLATURE**

JOINT ACTION RESOLUTION NO. JAR15-05

INTRODUCED BY DARRIN OLD COYOTE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE
CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

**“RESOLUTION AUTHORIZING THE CHAIRMAN OF THE EXECUTIVE BRANCH
TO ENTER INTO AN AGREEMENT WITH AKIN GUMP STRAUSS HAUER &
FELD, LLP TO INSTRUCT THE U. S. BANK TRUST NATIONAL ASSOCIATION MT
 (“ESCROW AGENT”) UPON ENFORCEABILITY OF THE CROW WATER
SETTLEMENT TO TRANSMIT PAYMENT FROM THE ESCROW ACCOUNT
DIRECTLY TO AKIN GUMP STRAUSS HAUER & FELD, LLP TO PAY THE AKIN
GUMP STRAUSS HAUER & FELD, LLP OUTSTANDING BALANCE RELATED TO
THE CROW WATER SETTLEMENT LEGAL REPRESENTATION AND
SERVICES.”**

WHEREAS, the Crow Tribe entered into a contract with Akin Gump Strauss Hauer & Feld, LLP (“Akin Gump”) to provide legal services related to Congressional enactment and implementation of the Crow Tribe’s Water Settlement; and

WHEREAS, under contract Akin Gump performed legal services that successfully enacted the Crow Tribe Water Rights Settlement Act of 2010, Public Law 111-291 (124 Stat. 3097);

WHEREAS, under contract Akin Gump performed legal services that resulted in enforceability of the Crow Water Settlement through publishing in a statement of findings in the Federal Register that the Crow Tribe had met the conditions for enforceability; and

WHEREAS, the Crow Tribe has an outstanding bill for legal services provided under contract with Akin Gump; and

WHEREAS, upon enforceability of the Crow Water Settlement the State contribution of \$15 million, along with any accrued interest that was deposited in an escrow account with the above referenced Escrow Agent will become available to the Crow Tribe; and

WHEREAS, the Chairman of the Executive Branch has authority and responsibility pursuant to the “enumerated powers” in Article IV, Section 3 of the Constitution and Bylaws of the Crow Tribe of Indians to represent the Crow Tribe in negotiations with Federal, State and local governments and other agencies, corporations, associations, or individuals in matters of welfare affecting the Crow Tribe; to “negotiate and approve or prevent any sale, disposition,

lease or encumbrance of Tribal lands, interests in lands or other Tribal assets, including buffalo, minerals, gas and oil with final approval granted by the Legislative Branch;” and

WHEREAS, the Legislative Branch has authority and responsibility pursuant to its “powers and duties” in Article V, Section 2(d) of the Constitution “to grant final approval or disapproval of items negotiated by the Executive Branch of Government pertinent to the sale, disposition, lease or encumbrance of Tribal lands, interests in lands or mineral assets,” and in Article V, Section 2(f) to “grant final approval or disapproval of limited waivers of sovereign immunity by the Executive Branch when waivers are necessary for business purposes;” and

WHEREAS, the Chairman of the Executive Branch has negotiated the terms of the agreement with Akin Gump to provide written notification to the Escrow Agent that upon enforceability of the Crow Water Settlement that the Escrow Agent shall transmit money from the escrow account directly to Akin Gump to pay the Akin Gump outstanding balance related to the Crow Water Settlement legal representation and services that have been rendered on behalf of the Crow Tribe;

WHEREAS, the agreement between the Crow Tribe and Akin Gump to direct the Escrow Agent to pay the outstanding legal bill from the Crow Water Settlement escrow account directly to Akin Gump is in the best interests of the Crow Tribe;

NOW, THEREFORE, BE IT RESOLVED BY THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL EXECUTIVE BRANCH:

Section 1. That the Agreement between the Crow Tribe and Akin Gump and direction to the Escrow Agent to provide payment from the escrow account to Akin Gump upon enforceability of the Crow Water Settlement is hereby approved;

Section 2. That the approval granted herein is effective on the date of approval of this Resolution, and is subject only to such further approvals, acknowledgements or concurrences as are required by Federal law for the pledge or assignment of the funds from the escrow account to Akin Gump.

CERTIFICATION

I hereby certify that this Joint Action Resolution entitled “**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE EXECUTIVE BRANCH TO ENTER INTO AN AGREEMENT WITH AKIN GUMP STRAUSS HAUER & FELD, LLP TO INSTRUCT THE U. S. BANK TRUST NATIONAL ASSOCIATION MT (“ESCROW AGENT”) UPON ENFORCEABILITY OF THE CROW WATER SETTLEMENT TO TRANSMIT PAYMENT FROM THE ESCROW ACCOUNT DIRECTLY TO AKIN GUMP STRAUSS HAUER & FELD, LLP TO PAY THE AKIN GUMP STRAUSS HAUER & FELD, LLP OUTSTANDING BALANCE RELATED TO THE CROW WATER SETTLEMENT LEGAL REPRESENTATION AND SERVICES.**” was duly enacted by the Crow Tribal Legislature with a vote of 12 in favor 1 opposed, and 1 abstaining and that a quorum was present on this 22nd day of April, 2015.



Sen. R. Knute Old Crow, Sr
Speaker of the House
Crow Tribal Legislature

ATTEST:



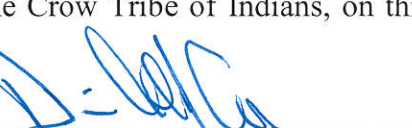
Sen. Conrad Stewart
Secretary Pro Tem
Crow Tribal Legislature



EXECUTIVE ACTION

I hereby
X approve or
_____ veto.

This Joint Action Resolution entitled “**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE EXECUTIVE BRANCH TO ENTER INTO AN AGREEMENT WITH AKIN GUMP STRAUSS HAUER & FELD, LLP TO INSTRUCT THE U. S. BANK TRUST NATIONAL ASSOCIATION MT (“ESCROW AGENT”) UPON ENFORCEABILITY OF THE CROW WATER SETTLEMENT TO TRANSMIT PAYMENT FROM THE ESCROW ACCOUNT DIRECTLY TO AKIN GUMP STRAUSS HAUER & FELD, LLP TO PAY THE AKIN GUMP STRAUSS HAUER & FELD, LLP OUTSTANDING BALANCE RELATED TO THE CROW WATER SETTLEMENT LEGAL REPRESENTATION AND SERVICES.**” pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 and Article IV, Section 3(k) of the Constitution and Bylaws of the Crow Tribe of Indians, on this 4 day of May, 2015.



Darrin Old Coyote, Chairman
Crow Tribal Executive Branch

EXHIBIT A

JAR15-05 "Resolution Authorizing the Chairman of the Executive Branch to Enter into an Agreement with Akin Gump Strauss Hauer & Feld, LLP to Instruct the U.S. Bank Trust National Assoc. MT (Escrow Agent) Upon Enforceability of the Crow Water Settlement to Transmit Payment from the Escrow Account Directly to Akin Gump Strauss Hauer & Feld, LLP to Pay the Akin Gump Strauss Hauer & Feld, LLP Outstanding Balance Related to the Crow Water Settlement Legal Representation and Services."

Bill or Resolution: JAR15-05 **Introduced by:** Chairman Darrin Old Coyote **Date of Vote:** 4/22/2015
Number

<u>Representative:</u>	Yes	No	Abstained
G. Three Irons	<u> X </u>	<u> </u>	<u> </u>
B. Rogers	<u> X </u>	<u> </u>	<u> </u>
P. Hill	<u> </u>	<u> </u>	<u> X </u>
E. Birdinground	<u> X </u>	<u> </u>	<u> </u>
A.Coyote-Runs, Sr.	<u> X </u>	<u> </u>	<u> </u>
V. Nomee	<u> </u>	<u> </u>	<u> </u>
T. Gros Ventre	<u> X </u>	<u> </u>	<u> </u>
P. Alden, Jr.	<u> </u>	<u> </u>	<u> </u>
V. Crooked Arm	<u> X </u>	<u> </u>	<u> </u>
P. Spotted Horse, Sr.	<u> X </u>	<u> </u>	<u> </u>
L. DeCrane	<u> X </u>	<u> </u>	<u> </u>
C. Goes Ahead	<u> </u>	<u> </u>	<u> </u>
B. Hugs	<u> X </u>	<u> </u>	<u> </u>
G. Real Bird, Jr.	<u> X </u>	<u> </u>	<u> </u>
B. Good Luck	<u> </u>	<u> X </u>	<u> </u>
G. Stewart	<u> </u>	<u> </u>	<u> </u>
C. Stewart <i>Secretary Pro-Tem</i>	<u> X </u>	<u> </u>	<u> </u>
R. Old Crow, Sr. <i>Speaker of the House</i>	<u> X </u>	<u> </u>	<u> </u>
Totals:	<u> 12 </u>	<u> 1 </u>	<u> 1 </u>

Result of Vote:

Passed


Not Passed

Tabled

Veto-Override


 Senator R. Knute Old Crow, Sr.
 Speaker of the House

4-22-15
 Date


 Senator Conrad J. Stewart
 Secretary Pro-Tem

5/1/15
 Date

Akin Gump

STRAUSS HAUER & FELD LLP

DONALD R. PONGRACE
202.887.4466/fax: 202.887.4288
dpongrace@akingump.com

March 27, 2015

Darrin Old Coyote, Chairman
Crow Indian Tribe
P.O. Box 340
Bacheeitché Avenue
Crow Agency, MT 59022

Dear Chairman Coyote:

This letter sets forth the terms for the Tribe to fulfill its outstanding and overdue obligations for payments due to Akin Gump in accordance with the engagement letter of December 21, 2012 (“Engagement Letter”).

The Engagement Letter confirmed the previous engagement letter of 2009 in which the firm had agreed to assist the Tribe in obtaining the successful enactment of its water settlement legislation. The firm did succeed in that engagement, and as a result, as set forth in the Engagement Letter, the Tribe had an obligation to pay the firm a total of \$2,147,727, which was then due and payable. In the Engagement Letter, the firm agreed to defer payment of this amount pursuant a payment schedule for this balance, with payments anticipated each December in the amount of \$500,000. The Tribe agreed to the payment schedule and to pay interest on the outstanding amount until it was paid in full, at a rate of 3% per year. The Tribe made one payment of \$500,000 in December 2012, but has not made any of the others. The current amount due at this point on this first contingency obligation is \$1,647,727 in principal plus interest, with the amount now due being approximately \$1,761,000.

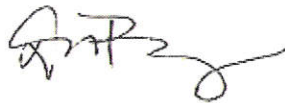
In addition to the deferral of payments and interest, the firm also agreed to undertake a new representation of the Tribe, again on a contingency basis, with payments due on a regular monthly basis, and with the unpaid balance to be paid from the Escrow Fund held by the State, with the amount of unpaid balance. As of today, the current unpaid contingency balance is approximately \$1,000,000. This amount will likely go up somewhat to account for the work we still have to do to get the settlement completely enforceable which we will currently expect to occur by March 2016.

Thus, our current estimate of total fees due to the firm at this time is approximately \$2,700,000. To ensure that this longstanding amount due is promptly and fairly paid to the firm upon the achievement of enforceability, which will be marked by a notice published in the Federal Register, the Tribe agrees to provide instructions to the Escrow Agent to pay the firm directly from the Escrow Fund an amount to be provided to the Tribe just prior to the publication

Darrin Old Coyote, Chairman
March 27, 2015
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of the Federal Register notice. The Tribe further agrees that it shall provide written irrevocable instructions to the Escrow Agent within seven (7) days of the execution of this letter and a Tribal Joint Action Resolution approving this letter agreement that the Escrow Agent shall pay directly to the firm an amount no less than \$2,700,000 immediately upon the publication of the notice, with any balance due to the firm to come in a second escrow payment.

Sincerely,



AKIN GUMP STRAUSS HAUER & FELD LLP
Donald R. Pongrace

AGREED:

CROW INDIAN TRIBE

By:


DARRIN OLD COYOTE, CHAIRMAN

Date:

3-27-15