



**RESOLUTION OF THE GOVERNING BODY
OF THE
THREE AFFILIATED TRIBES
OF THE
FORT BERTHOLD INDIAN RESERVATION**

A Resolution entitled, "Steven A. Kelly, P.C. Consultant Agreement Approval"

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 Three Affiliated Tribes Constitution specifically authorizes and empowers the Tribal Business Council to employ legal counsel; and

WHEREAS, Article VI, Section 5(c) of the Three Affiliated Tribes Constitution empowers the Tribal Business Council to administer any funds within the executive control of the Tribe and to make expenditures from available Tribal funds for the public purposes of the Tribe, including the payment of salaries, and other compensation to Tribal Officials and employees, which includes consultants and legal counsel; and

WHEREAS, Three Affiliated Tribes is in need of general legal counsel to replace Tom Disselhorst who has recently resigned his position; and

WHEREAS, Steven A. Kelly, P.C., d/b/a Kelly Law Firm has expressed an interest in serving as general legal counsel to the Three Affiliated Tribes; and

WHEREAS, the Tribal Council desires to retain Steven A. Kelly as general legal counsel for Three Affiliated Tribes under the terms and conditions of the Consultant Agreement attached hereto.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council hereby formally approves the Consultant Agreement with Steven A. Kelly, P.C., a copy of which is attached, and authorizes and directs the Tribal Chairman to execute the originals of the attached document.

CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 28th day of April, 2003,

THREE AFFILIATED TRIBES

CONSULTANT AGREEMENT

This Agreement is made this 28th day of April, 2003, by and between the THREE AFFILIATED TRIBES' TRIBAL BUSINESS COUNCIL and STEVEN A. KELLY, P.C. d/b/a KELLY LAW FIRM whose mailing address is 303 N. Broadway, Ste. 600, Billings, Montana, 59101.

WITNESSETH:

1. BE IT KNOWN, that for the purposes of this Agreement, the Parties involved shall herein after be known as the "Three Affiliated Tribes" and as the "Consultant" and collectively as the "Parties".
2. FURTHER, that in consideration of the undertaking set forth and described herein, the Three Affiliated Tribes as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purposes:

Nature and Scope of Services:

The consultant shall provide legal services to the Three Affiliated Tribes and provide consultation in the form of legal advice as necessary to the Three Affiliated Tribes for the management of the Tribes Legal Department and general legal affairs. Legal services shall include oversight and supervision of the Three Affiliated Tribes' legal department, document preparation, review of documents, negotiations with all entities doing business with the Tribe, Tribal programs and Tribal entities. Consultant shall also attend necessary meetings, provide legal advice to the Tribal Business Council and agents and assigns of the Three Affiliated Tribes. The nature and scope of services shall also extend to any other legal services requested by the Tribal Business Council.

3. FURTHER, that the Consultant shall be retained for the period beginning April 22, 2003, and ending August 31, 2003.

The terms and conditions of this agreement shall be extended upon written consent of the parties.

4. FURTHER, that the Consultant will be entitled to compensation for services at the rate of pay of \$8,500.00 dollars per month and shall also be compensated for reasonable expenses. The parties intend and understand that consultant compensation for services shall be paid out of the Tribal Legal Department budget and or the general operating budget of the Three Affiliated Tribes. Payment for April, 2003, shall be prorated by days of service divided by Tribal business days for April.

As a precondition to payment for services, the Consultant shall forward to the Legal Department a billing statement for services on a bi-monthly basis describing in sufficient detail as to work performed and by whom and the Legal Department shall complete the purchase order and process payment of same. Consultant's airfare and travel-related expenses shall be paid directly by the Tribe prior to any trip taken by the Consultant.

5. FURTHER, that the Consultant hereby agrees that during such time that he is retained by the Tribe as a Consultant under this Agreement, he will not render services, give advice or counsel, release, give or disclose information, documents or any like instruments 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 or have a legal conflict with the Three Affiliated Tribes absent consent of the Tribes.

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

Nor shall the Consultant 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 the Consultant is privy to under this Agreement;

And, that upon termination or completion of his service to the Three Affiliated Tribes, the Consultant 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 the Consultant – 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,

6. FURTHER, that each Party shall have the right to seek legal redress for any alleged breach of this Agreement by the other Party by instituting the appropriate cause of action in a court of competent jurisdiction;
7. AND FINALLY, that this Agreement constitutes the entire understanding between the Parties and that no amendment or modification hereof shall be effective unless reduced to writing and executed by both Parties with the appropriate approvals.

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

This agreement is subject to performance and final adoption of the Three Affiliated Tribes' Tribal Business Council.

APPROVAL:

/a/ _____
Department Administrator

Date: _____

/a/ _____
Chairman; Tribal Business Counsel

Date: _____

/a/ *Marianne Wells*
Treasurer; Tribal Business Counsel

Date: 5-01-03

ACCEPTANCE:

/s/ *Steven A. Kelly*
Consultant

Social Security # 501-70-6070
-or-

303 W. Broadway, Ste. 600
Address

Federal ID #: 81-6521356

Billings, MT 59101
City, State

_____ 466-294-5014
zip code Telephone

As a precondition to payment for services, the Consultant shall forward to the Legal Department a billing statement for services on a bi-monthly basis describing in sufficient detail as to work performed and by whom and the Legal Department shall complete the purchase order and process payment of same. Consultant's airfare and travel-related expenses shall be paid directly by the Tribe prior to any trip taken by the Consultant.

5. FURTHER, that the Consultant hereby agrees that during such time that he is retained by the Tribe as a Consultant under this Agreement, he will not render services, give advice or counsel, release, give or disclose information, documents or any like instruments 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 or have a legal conflict with the Three Affiliated Tribes absent consent of the Tribes.

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

Nor shall the Consultant 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 the Consultant is privy to under this Agreement;

And, that upon termination or completion of his service to the Three Affiliated Tribes, the Consultant 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 the Consultant – 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,

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

This agreement is subject to performance and final adoption of the Three Affiliated Tribes' Tribal Business Counsel.

APPROVAL:

/a/ _____
Department Administrator

Date: _____

/a/ _____
Chairman; Tribal Business Counsel

Date: _____

/a/ Marcus Wells
Treasurer; Tribal Business Counsel

Date: 5-1-03

ACCEPTANCE:

/s/ Steven A. Kelly
Consultant

Social Security # 501-70-6070
-or-

303 N. Broadway, Ste. 600
Address

Federal ID #: 81-0521356

Billings MT 59101
City, State

_____ 406-294-5014
zip code Telephone

that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 3 members, 1 members opposed, 2 abstained, 0 members not voting; and that said Resolution has not been rescinded or amended in any way.

Chairman Voting [] Not Voting

Dated this 28th day of April, 2003.

ATTEST:

Daylon Spotted Bear
Daylon Spotted Bear
Acting Executive Secretary
Tribal Business Council

Tex G. Hall
Tex G. Hall
Chairman
Tribal Business Council