

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

*A Resolution entitled, "Consultant Contract for Legal Services with Tom Disselhorst"*

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

**WHEREAS,** The Three Affiliated Tribes Constitution authorizes and empowers the Mandan, Hidatsa & Arikara Tribal Business Council to engage in activity 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 authorizes and specifically authorizes and empowers the Tribal Business Council to employ legal counsel; and

**WHEREAS,** Article VI, Section 3(c) of the Three Affiliated Tribes Constitution specifically authorizes and empowers the Tribal Business Council to administer any funds within the exclusive control of the Tribe and to make expenditures from available Tribal funds for the public purposes of the Tribe, including payment of salaries and other compensation to Tribal officials and employees, which includes consultants and legal counsel; and

**WHEREAS,** The Tribe has previously contracted with Thomas M. Disselhorst as a staff attorney to provide legal services to the Tribe, and that contract is at an end on May 1, 2003; and

**WHEREAS,** The legal work contemplated to be completed by Thomas M. Disselhorst on behalf of the Tribe is not yet finished through no fault of Mr. Disselhorst, and in order to provide assistance to the new attorney hired to replace Mr. Disselhorst, and in order for the work to be completed in a timely manner, there needs to be a consultant contract between the Tribe and Mr. Disselhorst; and

**NOW THEREFORE BE IT RESOLVED,** that the Tribal Business Council hereby approves a consultant contract with Mr. Disselhorst for a period of 5 months, to commence on May 2, 2003 and be completed on September 30, 2003, with total hourly legal fees not to exceed \$15,000; and

**NOW THEREFORE BE IT FURTHER RESOLVED,** that the Tribal Business Council hereby authorizes the Chairman, Vice-Chairman or Treasurer of the Tribe to execute the attached consultant contract with Mr. Disselhorst, subject to legal review.

THREE AFFILIATED TRIBES  
CONSULTANT AGREEMENT

This Agreement is made this 28<sup>th</sup> day of April, 2003, by and between the THREE AFFILIATED TRIBES Tribal Business Council (Title of Tribal Department) by and through the Tribal Housing Division and Thomas M. Disselhorst, whose mailing address is P.O. Box 2463, Bismarck, North Dakota 58802.

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 or as the "Party of the First Part", and as the "Consultant" or the "Party of the Second Part", whether one or more; and
2. FURTHER, that in consideration of the undertaking set forth and described herein, the Three Affiliated Tribes, Tribal Business Council, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purposes (s): (If additional space is needed, attach another sheet identifying the appropriate Part)

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 Tribal Legal Department on issues of a continuing nature and which were not contemplated to be completed prior to the termination of the legal services contract in effect with the Consultant through May 1, 2003, in which the Consultant has been involved to date, including, but not limited to: Loan closing with Marshall Group for Tribe; litigation involving Frank Whitecalfe in which Mr. Whitecalfe's legal position is in support of the rights of the Tribal TERO office and the Tribal Justice center involving USDA Loan application; and such other matters as may be assigned to the Consultant regarding matters not contemplated to be completed by May 1, 2003, including assistance in representing the Tribe in state court matters until such time as new counsel for the Tribe, Steven Kelly, is fully licensed in North Dakota.

3. FURTHER, that the Consultant shall be retained for the period beginning May 2, 2003 and ending, October 1, 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 Seventy Five \$75.00 dollars per hour and shall also be compensated for reasonable expenses. The parties hereby understand and agree that the consultant shall be limited to four hours of billing per day unless authorized in advance by the supervising attorney of the Tribe's Legal Department. The parties intend and understand that consultant compensation for services provided in compliance with this agreement shall be paid out of the tribal Legal Department budget and or the general operating budget of the Three Affiliated Tribes. The Consultant shall forward to the Legal Department a billing statement for services describing in sufficient detail as to work preformed, and by whom and the Legal Department shall complete the purchase order and process payment of same. SPECIAL PROVISION: Hourly fees for legal services contemplated under this Agreement shall not exceed \$15,000 during the term of this contract.
5. FURTHER, that the Consultant hereby agrees that during such time that he is retained by the Party of the First Part 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, when retained by the Party of the First part, 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 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 Party of the First Part, 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 Party of the First Part and the Party of the Second Part, 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 Counsel.

APPROVAL:

/a/ \_\_\_\_\_  
 Department Administrator

Date: \_\_\_\_\_

/a/ \_\_\_\_\_  
 Chairman, Tribal Business Counsel

Date: 5-1-03

/a/ \_\_\_\_\_  
 Treasurer, Tribal Business Counsel

Date: \_\_\_\_\_

ACCEPTANCE  
 /s/ \_\_\_\_\_  
 Consultant

Social Security # 547-74-8641  
 -or-

P.O. Box 2463  
 Address

Federal ID #: \_\_\_\_\_

Bismarck, ND 58502  
 City, State

zip code Telephone

THREE AFFILIATED TRIBES  
CONSULTANT AGREEMENT

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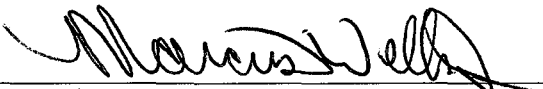
APPROVAL:

/a/ \_\_\_\_\_  
Department Administrator

Date: \_\_\_\_\_

/a/ \_\_\_\_\_  
Chairman, Tribal Business Council

Date: \_\_\_\_\_

/a/   
Treasurer, Tribal Business Council

Date: 5-1-03

ACCEPTANCE:

/s/   
Consultant

Social Security # \_\_\_\_\_  
-or-

\_\_\_\_\_  
Address

Federal ID #: \_\_\_\_\_

\_\_\_\_\_  
City, State

\_\_\_\_\_  
zip code Telephone

**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 Regular meeting thereof duly called, noticed, convened and held on the 28<sup>th</sup> day of April, 2003, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman  Voting.  Not Voting.

Dated this 28<sup>th</sup> day of April, 2003.

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

ATTEST:

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