



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

A Resolution entitled, "Extension of 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 Tom Disselhorst as a consultant to provide legal services to the Tribe, and that contract ended on September 30, 2003; and

WHEREAS, The legal work contemplated to be completed by Tom Disselhorst and additional work that he has been assigned on behalf of the Tribe is not yet finished through no fault of Mr. Disselhorst, and therefore the contract between the Tribe and Mr. Disselhorst needs to be extended.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council hereby extends the contract that presently exists between Tom Disselhorst and the Three Affiliated Tribes for a period of one year, to commence on October 1, 2003 and to be completed on September 30, 2004; 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 an extension of Mr. Disselhorst's contract, subject to legal review.



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, _____ were present at _____ meeting thereof duly called, noticed, convened and held on the ____ day of _____, 2004 that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of _____ members, _____ members opposed, _____ members abstained, _____ members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] Voting. [] Not Voting.

Dated this ____ day of _____, 2004.

ATTEST:

Secretary, Randy Phelan
Tribal Business Council

Chairman, Tex G. Hall
Tribal Business Council

THREE AFFILIATED TRIBES

CONSULTANT AGREEMENT

This Agreement is made this ____ day of _____, 2004, by and between the THREE AFFILIATED TRIBES Tribal Business Council and Thomas M. Disselhorst, whose mailing address is P.O Box 2463, Bismarck, ND 58502.

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", "Counsel" or the "Party of the Second Part"; 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 Three Affiliated Tribes, including representation of any individual whose certain legal matters have been heretofore been assigned to Counsel by the Tribal Business Council or the Chairman of the Tribe. Legal services shall include, but not be limited to, document preparation, review of documents, preparation of case materials and pleadings, appearance at hearings, attendance at necessary meetings and providing legal advice on various matters to the Tribal Business Council and agents and assigns of the Three Affiliated Tribes.

3. FURTHER, that the Consultant shall be retained for the period beginning October 1, 2003 and ending, September 30, 2004

(month, day and year)

(month, day and year)

The terms and conditions of this agreement shall be extend 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. The parties further understand and agree that the entire amount owed to the undersigned cannot exceed \$20,000, inclusive of all billings for services from May 2, 2003 to September 30, 2004.

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 Council.

APPROVAL:

/a/ _____
Department Administrator

Date: _____

/a/ _____
Chairman; Tribal Business Council

Date: _____

/a/ _____
Treasurer; Tribal Business Council

Date: _____

ACCEPTANCE:

/s/ _____
Consultant

Social Security # _____
-or-

Address

Federal ID #: _____

City, State

zip code

Telephone