



# MANDAN, HIDATSA, & ARIKARA NATION

Three Affiliated Tribes • Fort Berthold Indian Reservation

HC3 Box 2 • New Town, North Dakota 58763-9402

TRIBAL BUSINESS COUNCIL  
Office (701) 627-4781  
Fax (701) 627-3805

## MINUTES OF

### SPECIAL TRIBAL BUSINESS COUNCIL MEETING

WEDNESDAY, SEPTEMBER 27, 1995, 1:40 P.M.

#### I. CALL MEETING TO ORDER & PRAYER.

Meeting called to order at 1:40 p.m., by Chairman Russell D. Mason, Sr. A moment of silent prayer was held.

#### II. ROLL CALL.

Roll was called by Secretary Daylon Spotted Bear. Members present were:

Russell D. Mason, Sr., Chairman  
Edwin Hall, Vice Chairman  
Mark N. Fox, Treasurer  
Daylon Spotted Bear, Executive Secretary  
Austin Gillette, East Segment Councilman  
Ivan Johnson, West Segment Councilman  
George Fast Dog, North Segment Councilman

All members present. Quorum established.

Visitors Present: Evadne Gillette, Ken Stevenson, LCM Bankruptcy Attorney Max Rosenberg, LCM Board Member Ted Danks, LCM Board Chairman John Fox, Jr., Mandaree Community Development Specialist Lisa Redford, FBHA Director Terry Red Fox.

Employees Present: Marian Spotted Bear, Recording Secretary; C. J. Packineau, Sergeant at Arms; Tribal Programs Analyst John Danks, MR&I Director Texx Lone Bear, BOR Representatives Eric Soderquist, Tom Thompson and Ruth Lien, Acting Comptroller Frank Henry, Cletus Medicine Crow and Donna Howling Wolf (Tribal Court), Dialysis Program Administrator Teresa Price, Personnel Director Florence Brady, Christopher D. Quale and Tom Disselhorst (Legal).

#### III. ANNOUNCEMENTS/REPORTS.

Treasurer Mark N. Fox reported on the consultation meeting with BIA and the Office of Trust Funds Management (OTFM) he had attended in Las Vegas, NV, along with the Intertribal Monitoring Association (ITMA) Meeting held later. He stated he was on the board of directors for ITMA and has been renewed for another two years.

Chairman Mason said the Tribes had hosted the "Dakota Territories Council of Chairmen" on Saturday, which he and Edwin Hall had attended. He thanked Sherry Hall for coordinating the meeting, and the good job she did in setting up the resources for the meeting. He thanked Treasurer Fox for stopping in at the meeting and sharing the trust issues regarding the meetings he had attended. Chairman Mason said the Tribes were not members of this organization, but supported their issues.

Chairman Mason said he serves on Senator Dorgan's Medicare/Medicaid ND Committee, and Senator Dorgan is going to be in Williston on Tuesday, October 3, at 7:30 a.m., for an open meeting. He, along with Susan Fredericks, Health Consultant, will be going. On October 5, there will be a meeting with Mr. Hoff (phonetic) of Trinity Hospital at 1:00 p.m. Also at 1:00 on the 5th, Treasurer Fox and John Danks have scheduled a work session on personnel issues.

Mr. Gillette said there will be a formal rededication of the Scout Cemetery on October 7 beginning at 10:00 a.m. and a meal afterwards. He also said there will be a preconstruction meeting on Friday on MR&I.

**IV. APPROVAL OF MINUTES.**

**A. Special Meeting, June 02, 1995.**

Councilman Fox requested a change on page 3, paragraph IV.E. Changes noted. Mr. Fox made **MOTION** to approve minutes, with changes. **SECOND** by Mr. Gillette.

**VOTE:** 7 in favor. Minutes Approved.

**B. Regular Meeting, September 14, 1995.**

Councilman Fox requested a change on page 2, third paragraph; and also on page 12, Item XV. Councilman Gillette requested an addition on page 4, Item D, and made **MOTION** to approve minutes, as amended. **SECOND** by Mr. Fox.

**VOTE:** 7 in favor. Minutes Approved.

**C. Council Minutes Regarding Range Units 201 and <sup>208</sup>~~238~~.**

Councilman Gillette said we have a conflicting set of minutes in regards to Range Units 201 and <sup>208</sup>~~238~~, which has caused confusion in the billing for the two parties involved (Elmer Fredericks and FayAnn Moberg). He said the Bureau now has their final billing according to the way it is supposed to be broken down, and they are correct now. Chairman Mason asked for recommendations on how to resolve this, and whether or not the

*(msd)*

*(msd)*

committee could resolve this. Mr. Gillette said it had already been done, that Chairman Mason had informed the Bureau in writing, but they wanted formal minutes of the council. He said, "We gave 800 acres to Elmer, we took 800 acres away from Faye's old unit, that's it, bill them accordingly, it's as simple as that. Mr. Dreher refuses to accept that letter."

Mr. Gillette then made a **MOTION** that the letter from the Chairman, as far as the Tribal Business Council is concerned, is sufficient, and write it in a letter that this action was taken today. **SECOND** by Edwin Hall. Chairman Mason then asked Mr. Gillette to have Kyle Baker, NRA, draft the letter. Mr. Gillette said he would do so.

**VOTE:** 6 in favor, 1 abstention. Motion Carried.

**V. APPROVAL OF AGENDA.**

**A. Additions:**

1. Councilman Spotted Bear added an addition for the well/sewer applicant list.
2. Chairman Mason added Ambrose Hosie regarding lease of farm pasture that was awarded to a non-member.
3. Councilman Johnson added Segment Employment for the Mandaree Area.
4. Councilman Fox added Legal Department summaries and updates.
5. Councilman Gillette asked about filling vacancies that were ready to be hired. Councilman Fox stated there is a special meeting set up for October 5th, and selections could be made at that time.
6. Councilman Fox added a Tribal Court issue in regard to closing out their contract and claims for leave.
7. Councilman Fast Dog added an appointment for North Segment Housing Board.
8. Councilman Gillette added a financial request from a college student.
9. Councilman Hall added MR&I personnel issue and a recommendation for reassignment of office space.

**MOTION** to approve agenda, as amended, made by Ivan

Johnson, **SECOND** by Mark N. Fox, who then **retracted** his second in order to add another item to the agenda, which was continuation of employment for Cultural Tourism workers. Mr. Fox then **Seconded** the motion again.

**VOTE:** 6 in favor, 1 stepped out. Agenda approved, as amended.

**VI. NEW BUSINESS.**

A. MR&I Update and BOR Visit.

Texx Lone Bear gave an update to the council on the MR&I Program, after which visiting BOR officials Eric Soderquist, Tom Thompson, and Ruth Lien visited with the council. Councilman Hall asked about accessing O&M monies at this time for the Twin Buttes and Four Bears Treatment Plants. Mr. Soderquist suggested that a letter be submitted to BOR on this request, and they would check it out. Mr. Gillette asked about replacing the filters for the Twin Buttes Water Treatment Plant, and Mr. Soderquist advised him to include this request also in the letter. Chairman Mason asked Mr. Lone Bear to draft up this letter to BOR.

B. Placement of Twin Buttes and Four Bears Treatment Plants under Operations & Maintenance Program (OM&R).

Councilman Hall made a **MOTION** for the Three Affiliated Tribes to request BOR to put Twin Buttes and Four Bears Treatment Plants under the Operations & Maintenance Program. **SECOND** by Councilman Spotted Bear.

**Discussion:** Austin Gillette stated he would like to add that, in the event that they can, the minor repair costs like filters, etcetera, be considered if they can't do the whole overall project.

**VOTE:** 7 in favor. Motion Carried.

C. Transfer of Utilities Commission to MR&I Program.

John Danks submitted a memorandum recommending that the Tribes' Utilities Commission be placed under the supervision of Texx Lone Bear, Director of the MR&I Program.

**MOTION** by Edwin Hall to approve this move, **SECOND** by Councilman Fox.

**Discussion:** Councilman Gillette said he would like Legal to develop a charter for the Tribes' water/sewer system department. Chairman Mason asked Mr. Lone Bear

to work on this with Legal.

**VOTE:** 4 in favor, 2 abstentions, 1 stepped out.  
Motion Carried.

D. Transfer of Low Income Home Energy Assistance Program to Social Services Department.

John Danks submitted a memorandum recommending the reassignment and supervision of the Tribes' Low Income Home Energy Assistance Program (LIHEAP) to the Social Services Department, and that office space be provided within this Department for this program.

**MOTION** to approve by Edwin Hall, **SECOND** by Mark N. Fox.

**Discussion:** Councilman Gillette said when we review the reorganization of our departments this will supplement it, and it also will add some staff that can be assigned some other duties beyond the fuel assistance program, and he wondered if the Tribe could come up with a "Master Application" form that could be used for all programs. Mr. Danks said they will work on this.

**VOTE:** 7 in favor. Motion Carried.

E. LCM Bankruptcy Proceedings and Visit with Max Rosenberg, LCM Attorney.

Mr. Rosenberg updated the council on the present status of the bankruptcy proceedings of LCM, after which Mr. Austin Gillette requested, for the record, "that it be reflected that this is the Wilkinson Administration's mismanagement of our tribal funds that has caused us to sit here for over an hour discussing this bankruptcy, and it's not the end of it."

F. Tribal Court.

1. Extension of Judge Frank Pommersheim's Consultant Agreement.

**MOTION** to approve extension to January 15, 1996, by Councilman Gillette, **SECOND** by Councilman Johnson.

**VOTE:** 7 in favor. Carried.

2. Extension of Cletus Medicine Crow's Consultant Agreement.

**MOTION** to approve extension to January 15, 1996, by Councilman Gillette, **SECOND** by Mr. Johnson.

**VOTE:** 7 in favor. Carried.

3. **RESOLUTION** on Distribution of and Increases in Filing Fees.

**MOTION** to approve by Austin Gillette, **SECOND** by Mark N. Fox. **Discussion:** Councilman Gillette **AMENDED** his motion to include filing fees of \$10.00 for Items 13, 14, and 15; Councilman Fox withdrew his first motion and seconded the new motion.

**VOTE:** 7 in favor. Carried.  
**Resolution No. 95-193-DSB**

4. Tribal Court Request for Termination of Employment of Catherine Smith, Clerk of Court, for Medical Reasons.

**MOTION** to approve by Councilman Johnson, **SECOND** by Councilman Fox.

**VOTE:** 7 in favor. Approved.

5. Consultant Agreement for Anthony Hale, Jr., to Serve as Magistrate.

**MOTION** to approve by Councilman Fox, **SECOND** by Councilman Johnson.

**VOTE:** 7 in favor. Approved.

6. Request for Payment of Accrued Annual Leave to Three Tribal Court Employees.

Request presented by Dixie Howling Wolf, Office Manager. Chairman Mason requested Tribal Programs Analyst John Danks and Personnel Director Florence Brady to explain their position to the council, for the record. Mr. Danks said surplus leave in excess of 160 hours can be paid out in a lump sum at the end of a fiscal year, provided funds are available; and leave balances for FY95 haven't been accumulated yet.

**MOTION** by Councilman Fox to approve request for Anthony Hale, Jr., consistent with the personnel policies and procedures, **SECOND** by Councilman Johnson.

**Discussion:** Councilman Gillette requested Personnel look into leave that was denied in the past for Shelly Yellow Bird. Chairman Mason

stated amendments need to be made as soon as possible to the Personnel Policies & Procedures on compensatory time and other leave issues.

**VOTE:** 7 in favor. Approved.

G. Dialysis Program.

Consultant Agreement for Dialysis Social Worker, Evadne Gillette.

**MOTION** by Edwin Hall to approve, **SECOND** by Mark N. Fox.

**VOTE:** 6 in favor, 1 abstention. Carried.

H. Addition to Well Applicant List.

**MOTION** by Councilman Spotted Bear to add Marlien Mossett Gillette to the existing well applicant list, **SECOND** by Edwin Hall.

**VOTE:** 6 in favor, 1 abstention. Passed.

I. Ambrose Hosie Request to Address Council on Range Unit in White Shield.

Chairman Mason advised that Mr. Hosie was not present, and asked that the Chairman of the Natural Resource Committee explain, for the record, why the committee made the selection that they did. Mr. Gillette explained there was 160 acres of pasture currently being leased by Wade Billadeau, and Mr. Hosie put in for this. Mr. Hosie was given an opportunity to match the bid of Mr. Billadeau, but he didn't. Chairman Mason asked the Natural Resource Committee to take a look at getting more revenue from tribal lands, in accordance with the recommendation of Mr. Gillette.

**NOTE:** Council recessed meeting at 4:18 p.m. and reconvened at 4:37 p.m. All members in attendance.

J. North Segment Housing Board.

Councilman Fast Dog made a **MOTION** to remove Mariel Fox from the Housing Board due to her indebtedness to the Tribe, and to temporarily appoint Bernadine Young Bird as a representative to the Fort Berthold Housing Board from the North Segment. **SECOND** by Ivan Johnson.

**Discussion** on whether or not he was planning on having a segment election on this. Mr. Fast Dog said he tried to have one, but it didn't work out.

**VOTE:** 3 in favor, 0 opposed, 1 abstained, 3 against.  
Motion Denied.

**MOTION** by Mark N. Fox that, because of her arrearages, Mariel be removed from the Housing Board, **SECOND** by Austin Gillette.

**VOTE:** 7 in favor. Motion Passed.

K. Financial Request for College Student, Brett Gillette; Council Action on Policy for Education Grants.

Mrs. Evadne Gillette presented an education grant request of \$1,500 on behalf of Brett, who is a senior at Dartmouth College. Treasurer Fox suggested that the council consider giving the Chairman and himself grant authority of \$500 for education grants if the student can prove unmet need. **MOTION** made by Councilman Johnson to approve the suggestion of Mr. Fox, **SECOND** by Edwin Hall.

**Discussion:** Mr. Gillette said last year the council gave \$6000 to tribal members to fly to Australia to play in football games, and this could have helped a lot of college students. He suggested the council develop a policy that is fair to everybody.

**VOTE:** 7 in favor of \$500 education grants for students documenting unmet need, grants to be approved by Treasurer and Chairman. Motion Carried.

**MOTION** to authorize a \$500 grant to Brett Gillette, based on submission and proving of unmet need by student, made by Edwin Hall, **SECOND** by Daylon Spotted Bear.

**Discussion** by Austin Gillette that the council consider putting the previous action on educational grants in resolution form.

**VOTE:** 7 in favor. Motion Carried.

VII. **OTHER BUSINESS.**

A. Request for Personnel Action on LCM CEO.

Chairman Mason requested a motion be entertained on the appointment of Ted Danks as Acting Chief Executive Officer for LCM until one is selected, and that Mr. Danks' existing responsibilities continue as road planner and there will be no adjustment in his salary. **MOTION** to approve by Edwin Hall, **SECOND** by Austin Gillette.



**Discussion** by Mark N. Fox as to what is going to happen to John Fox, Jr. He was advised John is the Chairman of the Board of Directors. Chairman Mason said he would ask the Board of Directors to decide what the action would be. Austin Gillette requested a meeting with the Board of Directors before any action is taken on this, and withdrew his second. Motion withdrawn by Edwin Hall. Deferred. **NO ACTION.**

B. Resolution on Public Access to Mahto Bay.

Tribal Staff Attorney Thomas Disselhorst presented the resolution he had drafted on the recommendations of the Natural Resources Committee for resolving the issue of public access to Mahto Bay, whereupon lengthy discussion was held. After discussion, Austin Gillette made **MOTION** to approve, **SECOND** by Daylon Spotted Bear.

**VOTE:** 5 in favor, 1 opposed, 1 abstained. Passed.  
**Resolution No. 95-194-DSB**

C. Resolution on Designation of West Segment Community Building Project Administrator.

Resolution presented by Lisa Redford, Mandaree Community Development Specialist, and grantwriter for the project. Reference was made to the previously-passed resolution (95-094-DSB) which designates the Mandaree Community Development Specialist as administrator of the Mandaree Project. After discussion on management of the rest of the ICDBG project by Jeanette Coffey, **MOTION** was made by Ivan Johnson to approve resolution, **SECOND** by George Fast Dog.

**VOTE:** 5 in favor, 2 abstained. Passed.  
**Resolution No. 95-195-DSB**

D. FY95 Tribal Revenue Programs Budget.

Resolution presented by Treasurer Mark N. Fox for program budgets operated under tribal revenue funds during FY95. After discussion of adjustments and amendments to be made to resolution, **MOTION** was made by Mr. Fox for approval, **SECOND** by Edwin Hall.

**VOTE:** 6 in favor, 1 absent and not voting. Passed.  
**Resolution No. 95-196-DSB**

E. Repayment of Unauthorized Employment.

Mr. Fast Dog advised that Finance, Personnel, and his office were going to get together on this and work something out on the repayment.

F. Approval of Secretary for West Segment Office under Segment Employment Program.

**MOTION** made by Austin Gillette to approve Roseann Johnson as Secretary for the West Segment Councilman's Office, **SECOND** by Edwin Hall.

**VOTE:** 6 in favor, 0 opposed, 1 abstained. Approved.

G. Tourism Cultural Development Office.

**MOTION** by Mark N. Fox to extend the employment of Terry Lyson and Dean Brady until October 13, 1995, **SECOND** by George Fast Dog.

**VOTE:** 7 in favor. Approved.

H. Legal Department Updates and Summaries.

Tribal Attorney Christopher D. Quale gave an update on the arbitration proceedings.

**MOTION** by Mark N. Fox for approval of the Tribes' gaming attorneys to file the necessary documentation in tribal court to address the Tribes' request for postponement of the arbitration proceedings with Bruce H. Lien, **SECOND** by Edwin Hall.

**VOTE:** 7 in favor. Passed.

I. FY95 Tribal Administration Budget.

**MOTION** by Mark N. Fox to approve this resolution, with corrections and amendments, **SECOND** by Edwin Hall.

**VOTE:** 7 in favor. Approved.  
**Resolution No. 95-197-DSB.**

**Discussion** on indirect money for White Shield utilities and maintenance by Austin Gillette, duly noted by Treasurer Fox.

VIII. **ADJOURNMENT.**

**MOTION** to adjourn by Mark N. Fox, **SECOND** by Edwin Hall.  
**VOTE:** 7 in favor. Meeting adjourned at 5:43 p.m. Next scheduled meeting will be a special meeting on October 5, 1995.


**CERTIFICATION OF MINUTES**

I, the undersigned, as Acting Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation on October 12, 1995, hereby certify that the Tribal Business Council is composed of seven (7) members, of whom five (5) members constitute a quorum.


Six members were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 12th day of October, 1995, whereupon the Minutes of September 27, 1995, were presented for approval by the Three Affiliated Tribes Recording Secretary.

Said Minutes were duly approved by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 1 member absent and not voting; and that these Minutes have not been rescinded or amended in any way, except as noted by council when approved.

Dated this 12th day of October, 1995.

  
\_\_\_\_\_  
Edwin Hall, Acting Secretary  
Tribal Business Council

ATTEST:

  
\_\_\_\_\_  
Russell D. Mason, Sr. Chairman  
Tribal Business Council

## CONSULTANT AGREEMENT

This Agreement is made this 27th day of September, 1995, by and between the Fort Berthold District Court and **ANTHONY HALE, JR.**, New Town, North Dakota 58763.

### WITNESSETH:

1. BE IT KNOWN, that for the purposes of this Agreement, the Parties involved shall hereinafter be known as the Fort Berthold District Court, or as the "Party of the First Part", and as the Consultant, or as the "Party of the Second Part"; and

2. FURTHER, that in consideration of the undertaking set forth and described herein, P. Diane Avery, District Judge, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purposes:

**The Consultant will serve as a Magistrate for the purpose of presiding over arraignments. Arraignment proceedings shall be held each day, if needed, for two (2) hour court sessions. The Consultant shall also be available, if needed, in emergencies for the signing of warrants.**

3. FURTHER, that the Consultant shall be retained for the period beginning **October 2, 1995**, and ending **September 30, 1996**.

4. FURTHER, that the Consultant will be entitled to compensation for services rendered in connection with the performance of the scope as stated in Paragraph 2, hereinabove for which the Consultant is retained. The actual schedule of payments shall be as follows:

The Consultant will be paid \$16.00 per hour for a two (2) hours work; payments for said services shall be paid out of the Court's Fines and Costs budget.

5. FURTHER, that it is hereby stipulated that compensation as described shall constitute full payment for services rendered, and that additional assessments of expenses not identified herein shall be the sole responsibility of the Consultant; and

6. FURTHER, that the Consultant shall submit periodic reports as requested by the Part of the First Part and is required by this Agreement to submit a final Consultant Project Report, both narrative and financial, pertaining to the performance of services rendered. The Consultant is required to keep an accurate record of time incurred in connection with such services, and he shall, when requested, furnish additional information to the Party of the First Part. The Consultant shall not be entitled to any payment fees unless and until he has provided the aforementioned information with respect thereto, in the form and substance acceptable to the authorized representative of the Party of the First Part; and

7. FURTHER, that the Consultant hereby agrees that during the 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 Fort Berthold District Court;

Nor shall the Consultant, when retained by the Party of the First Part, compete with the Fort Berthold District Court 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 Court;

Nor shall the Consultant make any other use of information provided, compiled or gathered pertaining to the Court's business methods, operations, costs, proposals, budgets, projections, court records and/or any other information of a confidential or sensitive nature to which the Consultant was privy to for the period of time which he was retained under this Agreement;

And, that upon termination or completion of the Consultant's services 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 Court or accumulated by the Consultant in the performance of this Agreement;

And, that all reports, legal research, documents and statistical information compiled, developed and/or written by the Consultant in the performance of services under this Agreement are now and shall remain the sole property of the Fort Berthold District Court and that all rights to such materials are also the sole property of the Fort Berthold Court; and

8. FURTHER, that this Agreement may be terminated at any time, with or without cause, by either Party, upon notice in writing. This written notice shall be deemed sufficiently given if posted by certified mail and shall be effective on or before ten (10) working days after receipt of the Notice to Terminate by the other Party.

And, any and all services performed up to and including the final date of this Agreement due to termination shall be deemed allowable for payment after the final review and acceptance of the items specified within Parts 6 and 7 of this Agreement. The request for payment shall be submitted along with these required items and shall clearly note that this is a request for "Final Payment Due to Termination"; and

10. AND FINALLY, that this Agreement constitutes the entire understanding between the Party of the First Part and the Party of the Second Party, and that no amendment or modification hereof shall be effective unless reduced in writing and executed by both Parties with the appropriate approvals.

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IN WITNESS WHEREOF, the Parties hereto identified have executed this Agreement as of the date first written, and do hereby certify that the signatures signifying approval and acceptance are true and authorized representatives of the respective Parties involved in this Agreement.

APPROVAL:

/s/ \_\_\_\_\_  
RUSSELL "BUD" MASON,  
Chairman, Three Affiliated Tribes

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

/s/ \_\_\_\_\_  
MARK FOX,  
Chairman, Judiciary Committee

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

ACCEPTANCE:

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

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

## CONSULTANT AGREEMENT

This Agreement is made this 27th day of September, 1995, by and between the Fort Berthold District Court and **CLETUS MEDICINE CROW**, P. O. Box 567, New Town, North Dakota 58763, Telephone No. (701) 627-4176.

WITNESSETH:

1. BE IT KNOWN, that for the purposes of this Agreement, the Parties involved shall hereinafter be known as the Fort Berthold District Court, or as the "Party of the First Part", and as the Consultant, or as the "Party of the Second Part"; and

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:

**To serve as Judicial Assistant to Special Judge Frank Pommersheim in the matter of: Tex Hall, et al. vs. Three Affiliated Tribes, Tribal Business Council**

3. FURTHER, that the Consultant shall be retained for the period beginning **October 2, 1995**, and ending **January 15, 1995**. *1996*

4. FURTHER, that the Consultant will be entitled to compensation for services rendered in connection with the performance of the scope as stated in Paragraph 2, hereinabove for which the Consultant is retained. The actual schedule of payments shall be as follows:

\$15.00 per hour for legal research and writing as assigned by Special Judge and will act as liaison between all parties of record and/or special appearances and Special Judge; maintenance of Official Court File; interacting with all parties of record regarding filing of pleadings



and answering questions therefrom; recording court hearings, telephonic conference calls (in the event of appeal or upon request, transcripts will be provided at the parties' own expense); noticing and setting of court hearings;

Expenses for travel shall be paid in addition to the above fees if deemed required by the Consultant. The rate of pay for fees and expenses shall not exceed Two Thousand Dollars (\$2000.00).

5. FURTHER, that it is hereby stipulated that compensation as described shall constitute full payment for services rendered, and that additional assessments of expenses not identified herein shall be the sole responsibility of the Consultant; and

6. FURTHER, that the Consultant shall submit periodic reports as requested by the Party of the First Part and is required by this Agreement to submit a final Consultant Project Report, both narrative and financial, pertaining to the performance of services rendered. The Consultant is required to keep an accurate record of time incurred in connection with such services, and he shall, when requested, furnish additional information to the Party of the First Part. The Consultant shall not be entitled to any payment fees unless and until he has provided the aforementioned information with respect thereto, in the form and substance acceptable to the authorized representative of the Party of the First Part; and

7. FURTHER, that the Consultant hereby agrees that during the 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 Fort Berthold District Court;

Nor shall the Consultant, when retained by the Party of the First Part, compete with the Fort Berthold District Court 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 Court;

Nor shall the Consultant make any other use of information provided, compiled or gathered pertaining to the Court's business methods, operations, costs, proposals, budgets, projections, court records and/or any other information of a confidential or sensitive nature to which the Consultant was privy to for the period of time which he was retained under this Agreement;

And, that upon termination or completion of the Consultant's services 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 Court or accumulated by the Consultant in the performance of this Agreement;

And, that all reports, legal research, documents and statistical information compiled, developed and/or written by the Consultant in the performance of services under this Agreement are now and shall remain the sole property of the Fort Berthold District Court and that all rights to such materials are also the sole property of the Fort Berthold Court; and

8. FURTHER, that this Agreement may be terminated at any time, with or without cause, by either Party, upon notice in writing. This written notice shall be deemed sufficiently given if posted by certified mail and shall be effective on or before ten (10) working days after receipt of the Notice to Terminate by the other Party.

And, any and all services performed up to and including the final date of this Agreement due to termination shall be deemed allowable for payment after the final review and acceptance of the items specified within Parts 6 and 7 of this Agreement. The request for payment shall be submitted along with these required items and shall clearly note that his is a request for "Final Payment Due to Termination"; and

10. 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 in writing and executed by both Parties with the appropriate approvals.

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IN WITNESS WHEREOF, the Parties hereto identified have executed this Agreement as of the date first written, and do hereby certify that the signatures signifying approval and acceptance are true and authorized representatives of the respective Parties involved in this Agreement.

APPROVAL:

/s/ 

Russell "Bud" Mason  
Chairman, Three Affiliated Tribes

Date: 9/27/95

ACCEPTANCE:

/s/   
Consultant

Date: 9/28/95