

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

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) authorizes and empowers the Tribal Business Council to employ legal counsel; and

WHEREAS, There is a need for the appointment of a Special Judge in the matter of Tex Hall, et al. vs. Tribal Business Council; and

WHEREAS A Special Judge has previously been appointed in the above-identified case, to-wit: Mr. Frank Pommersheim from the University of South Dakota, School of Law; and

WHEREAS, The Consultant Agreement and Resolution regarding the appointment of Special Judge Pommersheim will expire on January 15, 1996 and there is a need to continue the services of the Special Judge because of the on-going litigation; and

WHEREAS, Litigation in this matter has not been resolved between the parties; and

WHEREAS, Mr. Cletus Medicine Crow is currently employed as a Consultant to oversee and administer the above-referenced lawsuit through its duration; and

WHEREAS, Mr. Cletus Medicine Crow is paid at the rate of Eighteen Dollars (\$18.00) per hour, that such fees for Mr. Medicine Crow has been approximately One Thousand Dollars (\$1000.00) for the past three (3) months; and

WHEREAS, the Tribal Judiciary has already expended approximately Eight Thousand Dollars (\$8,000.00) from the Court's funding and that the continued funding by the Court for the Special Judge and Consultant will seriously jeopardize the continued operations of the Court; and

WHEREAS, the Tribal Business Council being duly convened at its Regularly Scheduled Meeting on the 11th day of January, 1996, voted to have the funding for the Special Judge and the Consultant be paid out of Tribal revenues; and

WHEREAS, the rate of pay for the Special Judge shall be as follows:

\$750.00 per day for court hearings and for legal research, per day; \$375.00 shall be paid for conference calls, 1/2 day court hearings; and for the preparation for the case for court hearings.

NOW, THEREFORE, BE IT RESOLVED, that the Special Judge, Frank Pommersheim, is hereby employed to continue presiding over the case of Tex Hall, et al. vs. Tribal Business Council until resolution of the impending lawsuit; and

## 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 **January 15, 1996**, and shall remain in effect for the duration of this litigation.

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:

\$18.00 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 question 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 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

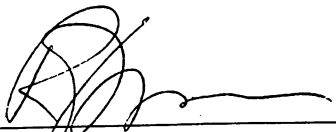
8. FURTHER, that this Agreement may be terminated at any time, with or without cause, by either Party, upon notice in writing. This written notice shall be deemed sufficiently given if posted by certified mail and shall be effective on or before ten (10) working days after receipt of the Notice to Terminate 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 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 Party, and that no amendment or modification hereof shall be effective unless reduced in writing and executed by both Parties with the appropriate approvals.

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: 1-12-96

ACCEPTANCE:

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

Date: January 12, 1996

BE IT FURTHER RESOLVED, that the Special Judge, Frank Pommersheim and the Consultant, Cletus Medicine Crow, shall submit their billing to Mr. Mark Fox, Chairman of the Judiciary Committee for reimbursement.

BE IT FINALLY RESOLVED, that the amount of Tribal revenue funds to be utilized for the purposes stated herein are not to exceed five thousand dollars (\$5,000.00).

### CERTIFICATION

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Regular meeting thereof duly called, noticed, convened, and held on the 11<sup>th</sup> day of January, 1996; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 11<sup>th</sup> day of January, 1996.

Daylon Spotted Bear  
Secretary, Tribal Business Council

ATTEST:

  
Tribal Business Council

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