

**JULY 2010 SPECIAL SESSION OF THE CROW TRIBAL LEGISLATURE
JOINT ACTION RESOLUTION NO. JAR10-11**

INTRODUCED BY CEDRIC BLACK EAGLE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE
CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

“APPROVAL OF THE 2010 CROW SHAKOPEE ARBITRATION RESOLUTION”

WHEREAS, under Article IV, Section 3(c) of the Constitution and Bylaws of the Crow Tribe of Indians adopted by the members of the Crow Tribe of Indians on July 14, 2001 (as amended to date, the “Constitution”), the Executive Branch referred to therein (the “Executive Branch”), has the power to engage in any business that will further the economic well-being of the members of the Crow Tribe of Indians (the “Crow Tribe”) and undertake any economic development activity which does not conflict with the provisions of the Constitution; and,

WHEREAS, under Article V, Section 2(a) of the Constitution, the Legislative Branch referred to therein (the “Legislature”), has the power and the duty to promulgate and adopt laws, resolutions, ordinances, codes, regulations, and guidelines in accordance with this Constitution and federal laws for the governance of the Crow Tribe; and,

WHEREAS, arbitration has proven in many jurisdictions to be a preferred method of dispute resolution in business transactions; and,

WHEREAS, the Crow Tribe of Indians has arranged to borrow \$3,000,000 from the Shakopee Mdewakanton Sioux Community (the “Community”) in order to finance the construction and development of a new casino on the Crow Tribe’s reservation lands (the “Community Loan”); and,

WHEREAS, the Crow Tribe has not yet passed a general arbitration act giving legal authority to contractual agreements to resolve disputes through arbitration; and,

WHEREAS, the Community requires a Tribal arbitration resolution as a necessary precedent to loan closing; and,

WHEREAS, the terms of this Resolution will apply only to the financing documents related to Community Loan;

NOW THEREFORE, BE IT RESOLVED BY THE LEGISLATURE AND THE EXECUTIVE BRANCH OF THE CROW TRIBE:

That the attached 2010 Crow Shakopee Arbitration Resolution is hereby adopted and approved.

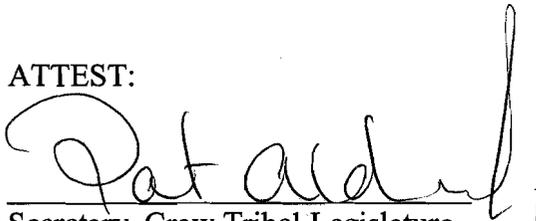
CERTIFICATION

I hereby certify that this Joint Action granting "**APPROVAL OF THE 2010 CROW SHAKOPEE ARBITRATION RESOLUTION**" was duly approved by the Crow Tribal Legislature with a vote of 12 in favor, 1 opposed, and 5 abstained and that a quorum was present on this 9th day of July, 2010.



Speaker of the House
Crow Tribal Legislature

ATTEST:



Secretary, Crow Tribal Legislature



EXECUTIVE ACTION

I hereby
 approve,
 veto

this Joint Action Resolution granting "**APPROVAL OF THE 2010 CROW SHAKOPEE ARBITRATION RESOLUTION**" pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 of the Constitution and Bylaws of the Crow Tribe of Indians on this 12 day of July, 2010.



Chairman, Executive Branch
Crow Tribe of Indians

JAR Entitled: "APPROVAL OF THE 2010 CROW SHAKOPEE ARBITRATION RESOLUTION"

Bill or Resolution
Number:

JAR 10-11 Introduced by: Executive Branch Date of Vote: 7/9/2010

<u>Representative:</u>	<u>YES</u>	<u>NO</u>	<u>ABSTAINED</u>
H. Two Leggins	<u>X</u>	<u> </u>	<u> </u>
V. Pretty Paint	<u>X</u>	<u> </u>	<u> </u>
C.J. Stewart	<u>X</u>	<u> </u>	<u> </u>
K. Shane	<u>X</u>	<u> </u>	<u> </u>
S. Backbone, Sr.	<u>X</u>	<u> </u>	<u> </u>
O. Half, Jr.	<u>X</u>	<u> </u>	<u> </u>
W. Plainfeather	<u>X</u>	<u> </u>	<u> </u>
R. Old Crow, Sr.	<u> </u>	<u> </u>	<u>X</u>
M. Not Afraid	<u>X</u>	<u> </u>	<u> </u>
V. Crooked Arm	<u>X</u>	<u> </u>	<u> </u>
L. DeCrane	<u> </u>	<u> </u>	<u>X</u>
C. Goes Ahead	<u> </u>	<u> </u>	<u>X</u>
B. Hugs	<u>X</u>	<u> </u>	<u> </u>
G. Real Bird, Jr.	<u> </u>	<u> </u>	<u>X</u>
M. Backbone	<u>X</u>	<u> </u>	<u> </u>
D. Wilson	<u> </u>	<u>X</u>	<u> </u>
P. Alden, Jr.	<u>X</u>	<u> </u>	<u> </u>
<i>Secretary of the House</i>			
M. Covers Up, Sr.	<u> </u>	<u> </u>	<u>X</u>
<i>Speaker of the House</i>			
Totals:	<u>12</u>	<u>1</u>	<u>5</u>

Result of Vote:

Passed

Not Passed

Tabled

Veto-Override


 Manuel Covers Up, Sr. Date
 Speaker of the House


 Patrick Alden, Jr. Date
 Secretary of the House

2010 CROW SHAKOPEE ARBITRATION RESOLUTION

Section 1. Short Title and Purpose

- (a) Short title. These provisions shall be entitled "The 2010 Crow Shakopee Arbitration Resolution."
- (b) Purpose. It is the purpose of this Resolution to authorize the arbitration of disputes in contractual agreements related to the "Community Loan (defined below) and to provide for the enforcement of agreements to arbitrate, and the enforcement of resulting arbitration awards, by the Crow Nation Tribal Court and any and all other courts of the Crow Tribe whether now existing or hereafter created (the "Tribal Court").

Section 2. Scope of Resolution and Repeal of Inconsistent Provisions

- (a) Scope. The application of this Resolution is limited to the proposed \$3,000,000 loan from the Shakopee Mdewakanton Sioux Community (the "**Community**") to the Crow Tribe (the "**Community Loan**") and the written documents, instruments and certificates related thereto, including without limitation, a certain promissory note in the amount of \$3,000,000 by the Crow Tribe in favor of the Community, a Credit Agreement between the Tribe and the Community, a Depository Agreement among First National Bank & Trust Co. of Williston (the "**Depository**"), the Community and the Tribe, a Security Agreement by the Crow Tribe in favor of the Community, any control agreements that may be entered into among the Crow Tribe, the Community and a control bank, and any other agreements, documents or certificates related to the foregoing (collectively, the "**Loan Documents**") in which the parties thereto agree to settle by arbitration any controversy arising out of such contract or instrument.

For avoidance of doubt, this Resolution only applies to the Loan Documents and to the Community, the Depository and any persons expressly entitled to benefit from the Loan Documents to whom the Tribe has waived its sovereign immunity in any Loan Document to permit arbitration and shall be the law of the Tribe so long as any obligation pursuant to the Loan Documents remains unpaid or unperformed.

- (b) Inconsistent provisions. For purposes of the Community Loan and the Loan Documents only, any prior legislation or other laws of the Crow Tribe ("**Tribal Laws**") that are inconsistent with the purpose and procedures established by this Resolution are hereby superseded by this Resolution.

Section 3. Enforceability of Agreements to Arbitrate

Any agreement listed in Section 2(a) by the Crow Tribe or by any authorized subdivision, instrumentality, component or agency of the Crow Tribe, validly entered into

pursuant to all applicable law and in accordance with Section 2(a) hereof (each an “Authorized Agreement”), shall be valid and enforceable.

Section 4. Law to be Applied

- (a) In any Authorized Agreement, the parties may agree upon the jurisdiction whose substantive law shall govern the interpretation and enforcement of the contract, instrument or controversy. Such choice of law shall be valid and enforceable, and not subject to revocation by one party without the consent of the other party or parties thereto.
- (b) In any proceeding in the Crow Tribal Court relating to a contract or other instrument within the scope of Section 2(a) hereof, whenever the contract or other instrument in which an Authorized Agreement appears sets forth a choice of law provision, the Crow Tribal Court shall apply the procedural rules of the Crow Tribal Court and the substantive law of the jurisdiction selected in such choice-of-law provision; provided, however, that no procedural rule of the Crow Tribal Court shall bar, unreasonably delay or impair any action, proceeding or remedy where such action, proceeding or remedy would not be barred, unreasonably delayed or impaired by the procedural rules of the courts of the jurisdiction whose substantive law applies.
- (c) In any proceeding in the Crow Tribal Court relating to a contract or other instrument within the scope of Section 2(a) hereof, whenever such contract or other instrument does not set forth a choice of law provision, the Crow Tribal Court shall apply the substantive law of the Crow Tribe, including any applicable choice-of-law principles.

Section 5. Stay of Proceedings in Tribal Court and Order to Proceed with

Arbitration

- (a) If any action for legal or equitable relief or other proceeding is brought in the Crow Tribal Court by any party to any contract or instrument within the scope of Section 2(a) hereof, the Crow Tribal Court shall not review the merits of the underlying action or proceeding, but shall stay the Crow Tribal Court action or proceeding until an arbitration has been had in compliance with the agreement.
- (b) A party to any contract or other instrument within the scope of Section 2(a) hereof claiming the neglect or refusal of another party thereto to proceed with an arbitration thereunder may make application to the Crow Tribal Court for an order directing the parties to proceed with arbitration in compliance with the Authorized Agreement. In such event, the Crow Tribal Court shall order the parties to arbitration in accordance with the provisions of the Authorized Agreement and the question of whether an obligation exists to arbitrate the dispute at issue shall be decided by the arbitrator(s).

Section 6. Advice of the Court on Tribal, State or Federal Law

At any time during an arbitration authorized hereunder, upon request of all the parties to the arbitration, the arbitrator(s) may make application to the Crow Tribal Court for advice on any question of Crow Tribal law or state or federal law arising in the course of the arbitration so long as such parties agree in writing that the advice of the Crow Tribal Court shall be final as to the question presented and that it shall bind the arbitrator(s) in rendering any award. The arbitrator(s) may make application to any state or federal court of competent jurisdiction for advice on any question of state or federal law arising in the course of the arbitration so long as such parties agree in writing that the advice of such state or federal court shall be final as to the question presented and that it shall bind the arbitrator(s) in rendering any award.

Section 7. Notice to the Parties

An arbitration award shall be in writing and signed by the arbitrator(s). The arbitrator(s) shall provide written notice of the award to each party as required by applicable law or rule or, if not otherwise so specified, by certified or registered mail, return receipt requested.

Section 8. Application for Order Confirming Award; Record to be Filed with Clerk of Court; Effect and Enforcement of Judgment

- (a) At any time within one year after an arbitration award has been rendered in accordance with this Resolution and the parties thereto notified thereof, any party to the arbitration may make application to the Crow Tribal Court for an order confirming the award.
- (b) Any party applying to the Crow Tribal Court for an order confirming an arbitration award shall, at the time the award is filed with the clerk of the Crow Tribal Court for entry of judgment thereon, file true and correct copies of the following papers with the clerk: (1) the agreement to arbitrate; (2) if applicable, the Tribe's resolution approving application of this Resolution; (3) written identification of the arbitrator(s) and any material documenting the selection or appointment of the arbitrator(s); (4) any written agreement requiring or agreeing to the reference of any question as provided in Section 6 hereof; (5) each written extension of the time, if any, within which to make the award; (6) the award; and (7) evidence that all parties to the arbitration have received notice of the filing or the intent to file an application to the Crow Tribal Court for confirmation of the arbitration award.
- (c) An arbitration award shall not be subject to review or modification by the Crow Tribal Court, but shall be confirmed strictly as provided by the arbitrator; provided that the Crow Tribal Court may nevertheless decline to enforce any arbitration award if it finds that any of the following occurred:
 - (1) the award was procured by corruption, fraud or undue means;

- (2) there was evident partiality or corruption on the part of the arbitrator(s);
- (3) the arbitrator(s) were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy, or were guilty of any other misbehavior by which the rights of any party have been prejudiced; or
- (4) the arbitrator(s) exceeded their powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

Where an arbitration award is so vacated, the Tribal Court may, in its discretion, direct a rehearing by the arbitrator(s).

- (d) In any of the following cases where the Tribal Court is authorized to make an order regarding arbitration, the Tribal Court may make an order modifying or correcting the arbitration award upon the application of any party to the arbitration:
 - (1) where there was an evident material miscalculation of figures or an evident material mistake in the description of any person, thing or property referred to in the award;
 - (2) where the arbitrator(s) have awarded upon a matter not submitted to them, unless it is a matter not affecting the merits of the decision upon the matter submitted; or
 - (3) where the arbitration award is imperfect in matter of form not affecting the merits of the controversy.

The order may modify and correct the award, so as to effect the intent thereof and promote justice between the parties.

- (e) The judgment confirming or order modifying and correcting an award shall be docketed as if it were rendered in a civil action in Crow Tribal Court. The judgment so entered shall have the same force and effect in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in the Crow Tribal Court. When the award requires the performance of any other act than the payment of money, the Crow Tribal Court may direct the enforcement thereon in the manner provided by law.

Section 9. Arbitration Award Not Appealable

No further appeal may be taken from an order issued by the Tribal Court pursuant to this Resolution enforcing an agreement to arbitrate or an award issued by an arbitrator.

Section 10. Jurisdiction of the Tribal Court

To the extent allowed by federal law, the jurisdiction of the Tribal Court over any action to enforce an agreement to arbitrate, to compel arbitration pursuant to such an agreement to arbitrate and to enforce an award made by an arbitrator pursuant to such agreement to arbitrate, contained in any contract, agreement or other instrument described in Section 2(a) of this Resolution, shall be concurrent with the jurisdiction of any state or federal court over such contract, agreement or other instrument. Any consent to the jurisdiction of a state or federal court contained in an Authorized Agreement, and any waiver of the obligation of the parties to exhaust Tribal Court remedies, shall be valid and enforceable in accordance with its terms when approved by a resolution of the Crow Tribal Legislature.

Section 11. Police Powers and Judgment Enforcement Remedies

The Crow Tribe's police powers shall be available to secure and support any arbitration award rendered in accordance with this Resolution, and all police or other law enforcement officials of the Tribe shall carry out any orders that may be entered by the Tribal Court pursuant to this Resolution.

Section 12. Severability

If any section or part thereof of this Resolution or the application thereof to any party shall be held invalid for any reason whatsoever by a court of competent jurisdiction or by federal legislative action, the remainder of the relevant section or part of this Resolution shall not be affected thereby and shall remain in full force and effect.

Section 13. No Waiver of Sovereign Immunity

Nothing in this Resolution is or shall be interpreted to constitute a waiver of the sovereign immunity of the Crow Tribe or any of its officers, employees or agents acting within the scope of their authority.



Crow Country

LEGISLATIVE BRANCH OF THE CROW TRIBAL GOVERNMENT

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Arrow Creek

Carlson Goes Ahead
Lawrence DeCrane
Bryce J. Hugs

Big Horn:

Valley of the Give Away

Vincent Crooked Arm
Marlin D. Not Afraid
Patrick Alden, Jr.
Secretary of the House

Dunmore:

Black Lodge

Conrad J. Stewart
V. Jeannie Pretty Paint
H. Noel Two Leggins

Reno:

Center Lodge

Shawn E. Backbone, Sr.
Kenneth G. Shane
Oliver Half, Jr.

Lodge Grass:

Valley of the Chief

Manuel Covers Up, Sr.
Speaker of the House
Rudolph K. Old Crow
Woodrow Plainfeather

Wyola:

Mighty Few

Dana Wilson
Gordon Real Bird, Jr.
M. Tye Backbone

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William Old Crow
Finance Officer
Admin. Asst.

Sheri Chandler
Office Assistant

Kenny Pretty On Top
Maintenance/Custodian
Sergeant at Arms

Leslie Plainfeather
Legal Assistant

OFFICIAL CERTIFICATE OF DELIVERY

I, Pat Alden, Jr., Secretary of the Legislative Branch of the Crow Tribal Government, hereby this Transitional Action do deliver a True and Correct Official copy of the Final Approval for the following Bill:

INTRODUCED BY CEDRIC BLACK EAGLE, CHAIRM
CROW TRIBAL EXECUTIVE BRANCH

“JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

“APPROVAL OF THE 2010 CROW SHAKOPEE ARBITRATION RESOLUTION”

No. JAR10-11 to Michelle Wadley in the

Position of: Administrative Assistant for the

Crow Tribal Executive Branch.

Done and dated this 28 day of July, 2010 @ 3:10 a.m./p.m.

Secretary of the House
Legislative Branch of the
Crow Tribal Government

Served by:

Jackie Blacksmith
Legislative Branch Staff

Cc: file





LEGISLATIVE BRANCH OF THE CROW TRIBAL GOVERNMENT

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Wyola:

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Dana Wilson
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Jackie Blacksmith,
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Assist.

Sheri Chandler
Office Assist./Receptionist
/Editor

Kenny Pretty On Top
Maintenance/Custodian
Sergeant at Arms

OFFICIAL CERTIFICATE OF DELIVERY

I, Pat Alden, Jr. Secretary of the Legislative Branch of the Crow Tribal Government hereby
this Transitional Action do deliver a True and Correct Official copy

Of the Final Approval for the following:

INTRODUCE BY CEDRIC BLACK EAGLE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL
EXECUTIVE BRANCH ENTITLED:

“Approval of the 2010 Crow Shakopee Arbitration Resolution

JAR10-11 to Dean Bird in the
Position of: Comb clerk for the
Crow Tribal Judicial Branch.

Done and dated this 29th day of July, 2010 @ 4:24 a.m./p.m.

Pat Alden Jr.
Secretary Of The House
Legislative Branch of the
Crow Tribal Government

Served by:

Jackie Blacksmith
Legislative Branch Staff



Cc: file