

**JULY 2010 CROW TRIBAL LEGISLATURE**

**JOINT ACTION RESOLUTION NO. JAR10-12**

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:

**“RESOLUTION AUTHORIZING THE CHAIRMAN OF THE EXECUTIVE  
BRANCH TO OBTAIN A \$1.5 MILLION LINE OF CREDIT FROM FIRST  
INTERSTATE BANK, SECURED BY INTEREST FROM THE 107TH  
SETTLEMENT TRUST FUND, TO PROVIDE FUNDS FOR OPERATION OF THE  
TRIBAL GOVERNMENT .”**

**WHEREAS**, due to lower-than-projected coal taxes and other anticipated Tribal revenues resulting from the nationwide economic recession, the Crow Tribe requires additional funds to maintain essential services and other important governmental functions and to follow through on important Tribal initiatives that will yield great long-term benefits to the Tribe and its members, and

**WHEREAS**, in order to provide for adequate funding for Tribal operations over the coming year, the Executive Branch has made arrangements with First Interstate Bank for a \$1.5 million Line of Credit to be drawn down and fully repaid within the 1-year term of the loan; and

**WHEREAS**, interest income from the Crow Tribal Trust Fund established by the Crow Boundary Settlement Act of 1994 (25 U.S.C. § 1776, *et seq.*) (the “107<sup>th</sup> Settlement Trust Fund”) is available to collateralize the Line of Credit and provide sufficient debt service, and this purpose qualifies as a use “for education, land acquisition, economic development, youth and elderly programs or other tribal purposes” as required by 25 U.S.C. §§ 1776d(d)(1) and (e); and

**WHEREAS**, the Chairman of the Executive Branch has authority and responsibility pursuant to the “enumerated powers” in Article IV, Section 3 of the Constitution and Bylaws of the Crow Tribe of Indians to represent the Crow Tribe in negotiations with Federal, State and local governments and other agencies, corporations, associations, or individuals in matters of welfare affecting the Crow Tribe; to “negotiate and approve or prevent any sale, disposition, lease or encumbrance of Tribal lands, interests in lands or other Tribal assets, including buffalo, minerals, gas and oil with final approval granted by the Legislative Branch;” and to “negotiate and approve limited waivers of sovereign immunity when such a waiver is necessary for business purposes in accordance with Article V, Section 2(f) of [the Constitution;” and

**WHEREAS**, the Legislative Branch has authority and responsibility pursuant to its “powers and duties” in Article V, Section 2(d) of the Constitution “to grant final approval or disapproval of items negotiated by the Executive Branch of Government pertinent to the sale, disposition, lease or encumbrance of Tribal lands, interests in lands or mineral assets,” and in Article V, Section 2(f) to “grant final approval or disapproval of limited waivers of sovereign immunity by the Executive Branch when waivers are necessary for business purposes;” and

**WHEREAS**, the Chairman of the Executive Branch has negotiated the terms of the Line of Credit with First Interstate Bank and understands that the Bank is prepared to approve the Line of Credit according to the terms set forth on the attached Credit Terms Sheet, including a limited waiver of sovereign immunity as set forth in Exhibit A to the Credit Terms Sheet; and

**WHEREAS**, the Line of Credit is in the best interests of the Crow Tribe, and the limited waiver of sovereign immunity is necessary for the business purpose of obtaining the Line of Credit;

**NOW, THEREFORE, BE IT RESOLVED BY THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL EXECUTIVE BRANCH:**

**Section 1. That the Chairman of the Executive Branch of the Crow Tribe is hereby authorized to obtain a Line of Credit for funding continued Tribal Government operations in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), and to pledge and/or assign a portion of the interest from the 107<sup>th</sup> Settlement Trust Fund as security for the loan, all in accordance with the Credit Terms Sheet attached hereto and incorporated herein by reference, subject to final ratification of the final loan documents and agreements by the Legislature as provided in Section 3 below;**

**Section 2. That the limited waiver of sovereign immunity in substantially the form set forth as Exhibit A to the Credit Terms Sheet, attached hereto and incorporated by reference, is hereby approved;**

**Section 3. That the Chairman of the Executive Branch is hereby authorized to execute such additional documents and agreements and take such further actions on behalf of the Crow Tribe of Indians that are necessary to complete and to administer the loan transaction authorized in Sections 1 and 2 above; *provided*, however, that the approval granted by this Resolution is subject to final ratification by further Resolution of the Legislature after all the loan documents and agreements have been finalized and reviewed with the Legislature for consistency with the Term Sheet and the limited waiver in Exhibit A prior to the Chairman’s execution of any such documents and agreements;**

**Section 4. That the funds from the Line of Credit authorized by this Resolution, after payment of transactions costs for the loan, shall be used only for authorized Tribal Government expenditures pursuant to the FY2010 and FY2011 Tribal Budgets approved by the Legislature; and**

**Section 5. That the approval granted herein is effective on the date of approval of this Resolution, and is subject only to final ratification of all the loan documents and agreements by the Legislature after they have been finalized, and to such further approvals as are required by Federal law for the pledge or assignment of the 107<sup>th</sup> Settlement Trust Fund income as security for the loan.**

### **CERTIFICATION**

I hereby certify that this Joint Action Resolution entitled “**RESOLUTION AUTHORIZING THE CHAIRMAN OF THE EXECUTIVE BRANCH TO OBTAIN A \$1.5 MILLION LINE OF CREDIT FROM FIRST INTERSTATE BANK, SECURED BY INTEREST FROM THE 107TH SETTLEMENT TRUST FUND, TO PROVIDE FUNDS FOR OPERATION OF THE TRIBAL GOVERNMENT**” was duly enacted by the Crow Tribal Legislature with a vote of 12 in favor 3 opposed, and 3 abstaining and that a quorum was present on this 12<sup>th</sup> day of **July, 2010**.



Speaker of the House  
Crow Tribal Legislature

**ATTEST:**



Secretary  
Crow Tribal Legislature



**EXECUTIVE ACTION**

I hereby

X approve or

\_\_\_\_\_ veto.

This Joint Action Resolution entitled **“RESOLUTION AUTHORIZING THE CHAIRMAN OF THE EXECUTIVE BRANCH TO OBTAIN A \$1.5 MILLION LINE OF CREDIT FROM FIRST INTERSTATE BANK, SECURED BY INTEREST FROM THE 107TH SETTLEMENT TRUST FUND, TO PROVIDE FUNDS FOR OPERATION OF THE TRIBAL GOVERNMENT”** pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 and Article IV, Section 3(k) of the Constitution and Bylaws of the Crow Tribe of Indians, on this 28 day of July, 2010.



Cedric Black Eagle, Chairman  
Crow Tribal Executive Branch



**EXHIBIT A TO  
CREDIT TERMS SHEET FOR  
CROW TRIBE – FIRST INTERSTATE LINE OF CREDIT 2010**

**DISPUTE RESOLUTION  
AND  
LIMITED WAIVER OF SOVEREIGN IMMUNITY**

**1.1 Arbitration.** (a) Any controversy or claim arising under this Loan Agreement, the 2010 Note or the Collateral Documents shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except as otherwise modified herein, and judgment upon the award rendered by the arbitrator(s) may be entered in a court having jurisdiction thereof as further provided in this Appendix \_\_\_\_.

(b) The arbitration shall be conducted in Billings, Montana. The arbitrator(s) shall have authority to order specific performance and award appropriate injunctive, declaratory or compensatory monetary relief, including interlocutory orders to mitigate damage or prevent irreparable injury to a party, but shall not have authority to award punitive damages or other noncompensatory damages. The Federal Rules of Evidence shall govern evidentiary matters in any arbitration brought hereunder.

(c) The arbitrators’ fees and other all other costs of the arbitration shall initially be borne equally by the parties, but ultimate responsibility for payment of such costs shall be borne by the party against whom the award is rendered, except as the arbitrator(s) may otherwise provide in a written decision.

(d) The award of the arbitrators shall be conclusive and binding on the parties with respect to the matters decided, and shall be complied with by the parties. A party may enter an award and institute Judicial Proceedings to enforce the award in accordance with Section 1.2 of this Appendix \_\_\_\_\_. In such Judicial Proceedings, neither party, without the consent of the other party, shall be entitled to contend that the award should be vacated, modified or corrected.

**1.2 Judicial Proceedings.** (a) A party may commence court proceedings (“Judicial Proceedings”) only to compel the other party to participate in arbitration proceedings or to enforce an arbitration award. All Judicial Proceedings conducted pursuant to this Appendix \_\_\_\_\_ shall be initially commenced in Crow Tribal Court. Any Judicial Proceedings conducted in Tribal Court shall be conducted in accordance with the substantive law of the Federal Arbitration Act and the procedural law of the Crow Tribal Court, to the extent that such procedural law is not inconsistent with the Federal Arbitration Act and the procedures expressly provided herein.

(b) In the event that the Crow Tribal Court refuses to compel a party to participate in arbitration proceedings or to enforce an arbitration award as written, or fails to perform said functions within 60 days after commencement of Judicial Proceedings, or such further time as the parties may mutually agree, either party may transfer (“remove”) the Judicial Proceedings

from Crow Tribal Court to the United States District Court for the District of Montana, or if it lacks jurisdiction, to the Montana Twenty-Second Judicial District Court for Big Horn County, Montana.

(c) Removal of Judicial Proceedings from Crow Tribal Court may be accomplished by filing a notice of removal in Crow Tribal Court and filing an appropriate application in the appropriate federal or state court (the "Deciding Forum") in accordance with the procedural rules of that forum. The notice of removal and application need be executed on behalf of only the removing party, and such removal shall not be opposed or contested by the other party. Upon removal, all proceedings in Crow Tribal Court shall be stayed pending final resolution in the Deciding Forum, and all Tribal remedies shall be deemed exhausted. Upon final resolution of the matter, the order or judgment of the Deciding Forum may be entered in Crow Tribal Court.

(d) The parties waive any rights to pursue judicial proceedings related to this Loan Agreement, 2010 Note and the Collateral Documents any court except as provided in this Appendix \_\_\_\_.

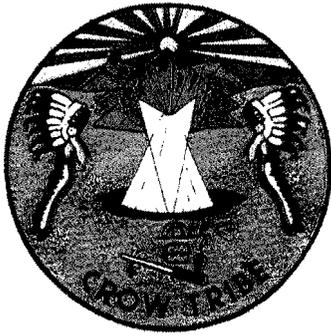
**1.3. Limited Waiver of Borrower's Sovereign Immunity.** The Crow Tribe as Borrower unequivocally and irrevocably grants a limited waiver of its sovereign immunity from suit or the limited purpose of enforcing the Borrower's obligations under this Loan Agreement, the 2010 Note or the Collateral Documents by means of arbitration proceedings, Judicial Proceedings instituted for the purpose of compelling participation in arbitration proceedings, and Judicial Proceedings for the enforcement of arbitration awards, all in accordance with the provisions of this Appendix \_\_\_\_; provided, however, that:

(a) this limited waiver shall only extend to the Bank, its successor and assigns (which includes other owners or holders of the 2010 Note), and no other or third parties;

(b) this limited waiver shall not apply to proceedings in any court except the Judicial Proceedings as provided in Section 1.2 this Appendix D;

(c) this waiver shall extend only for a period of time until all the Borrower's obligations are satisfied under this Loan Agreement, the 2010 Note or the Collateral Documents; and

(d) the monetary relief available against the Crow Tribe pursuant to this waiver shall be limited to amounts that are expressly due and payable pursuant to this Loan Agreement, the 2010 Note or the Collateral Documents (including the costs of arbitration if so awarded against the Borrower pursuant to this Appendix \_\_\_\_), and shall not include any other indirect, consequential, tort, punitive or noncompensatory damages, and in no event shall any judgment or other relief awarded pursuant to this limited waiver result in the encumbrance of any Tribal property or assets which are held in trust for the Crow Tribe by the United States of America except those trust assets specifically pledged or assigned pursuant to this Assignment.



# CROW TRIBAL Executive Branch

Bacheeitchche Avenue P.O. Box 159  
Crow Agency, MT 59022  
Phone: (406) 638-3715 Fax: (406)638-3881

*Cedric Black Eagle, Chairman*  
*Calvin Jefferson Jr., Chairman*  
*Scott Russell, Secretary*  
*Darrin Old Coyote, Vice Secretary*

## **Crow Tribe First Interstate Line of Credit 2010 Credit Terms**

Borrower:	Crow Tribe of Indians
Lender:	First Interstate Bank
Amount:	\$1,500,000
Type and Purpose:	Line of Credit – General Fund Operating Expenditures
Interest Rate:	Wall Street Journal prime interest rate plus 2% with a 6% floor.
Fees:	\$15,000 + Bank's Legal Expenses
Maturity & Repayment:	Interest payments will be due monthly. One quarter outstanding principal payments will be due quarterly. Outstanding principal balance plus interest will be due in full within one-year of issuance.
Collateral:	Interest from the 107 <sup>th</sup> Settlement Funds



# LEGISLATIVE BRANCH OF THE CROW TRIBAL GOVERNMENT

P.O. Box 309 – 144 MAKAWASHA Avenue  
Crow Agency, Montana 59022

Phone: (406) 638-2023/2025/2238

Fax: (406) 638-2030

Crow Country

## Legislative Branch

### Prvor:

#### Arrow Creek

Carlson Goes Ahead  
Bryce Hugs  
Lawrence DeCrane

### Big Horn:

#### Valley of the Give

#### Away

Vincent Crooked Arm  
Marlin D. Not Afraid  
Pat Alden, Jr.

### Dunmore:

#### Black Lodge

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

### Reno:

#### Center Lodge

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

### Lodge Grass:

#### Valley of the Chief

Manuel Covers Up, Sr.  
Speaker of the House  
R. Knute Old Crow, Sr.  
Woodrow Plainfeather

### Wyola:

#### Mighty Few

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

### Staff

Attorney Ron Arneson, Esq.  
Attorney at Law

Leslie Plain Feather  
Legal Assistant

Gerald Jay Harris  
Legal Clerk

Jackie Blacksmith,  
Administrative Officer

William Old Crow  
Finance Officer/Admin.  
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:

Joint Action Resolution of the Crow Tribal Executive Branch  
and Crow Tribal Legislative Branch Entitled:

**“RESOLUTION AUTHORIZING THE CHAIRMAN OF THE EXECUTIVE BRANCH  
TO OBTAIN A \$1.5 MILLION LINE OF CREDIT FROM FIRST INTERSTATE  
BANK, SECURED BY INTEREST FROM THE 107TH SETTLEMENT TRUST FUND,  
TO PROVIDE FUNDS FOR OPERATION OF THE TRIBAL GOVERNMENT .”**

JAR10-12 to Michelle Wadby R 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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TO PROVIDE FUNDS FOR OPERATION OF THE TRIBAL GOVERNMENT .”**

JAR10-12 to Dean Sivill in the  
Position of: Court Clerk for the  
**Crow Tribal Judicial Branch.**

Done and dated this 29<sup>th</sup> 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

