

**RESOLUTION OF THE GOVERNING BODY OF  
THE THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD INDIAN 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 benefits of the Tribes and of the enrolled members thereof; and

**WHEREAS,** The Four Bears Segment has a stockpile of gravel in the gravel pit located adjacent to the pow wow grounds and there is an amount piled for the home access roads within the rural areas within the Four Bears Segment; and

**WHEREAS,** This gravel was stockpiled with FEMA Funds and Tribal Funds to ensure that each home access road in the segment is taken care of during the summer of 2001; and

**WHEREAS,** It has come to the Tribal Business Council attention that there is a shortage of trucks to haul the material to the home access roads, due to only one truck being owned and operated by the Roads Department and that they have two other trucks on loan from the Fort Berthold Housing Authority that are on other projects; and

**WHEREAS,** To complete the project of hauling the home access road gravel to the home sites, there is a need to contract out the hauling to Mr. Eugene Black Feather a resident of the Four Bears Segment and that a contract will be drawn up by the Legal Department of the Three Affiliated Tribes with the amended following stipulations \$58.00 Per Hour not to exceed \$20,000 for the duration of the contract limited to hauling within the Four Bears Segment only, to be monitored by Bruce Nagel, Assistant Director of the Roads Department; and

**WHEREAS,** It is the intent of this Resolution to amend Resolution #01-181-MWJR; specifically to replace paragraph six (6) of Resolution #01-181-MWJR with paragraph six (6) of this Resolution #01-212-MWJR; and

**NOW, THEREFORE, BE IT RESOLVED,** That the Tribe will contract with Sonny Black Feather contractor from the Four Bears Segment, who is available and is Certified Indian Contractor with TERO of the Three Affiliated Tribes and is in good standing; and

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AGREEMENT  
BETWEEN  
THREE AFFILIATED TRIBES  
AND  
EUGENE BLACK FEATHER

THIS AGREEMENT, made and entered into this 14th day of August, 2001, by and between the Three Affiliated Tribes, hereinafter TRIBES, and Eugene Black Feather, hereinafter CONTRACTOR.

WITNESSETH: That for and in consideration of the mutual covenants and agreements made herein, the parties hereto do hereby agree as follows:

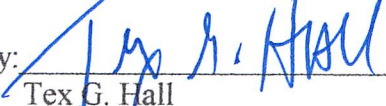
1. The CONTRACTOR shall load, haul, and dump gravel from the Four Bears Segment stockpile of gravel located at the gravel pit adjacent to the pow wow grounds for distribution and repair of the home access roads within the Four Bears Segment only.
2. The parties agree that, the loading, hauling and dumping of gravel under this contract shall be monitored by Bruce Nagel, Assistant Director of the Roads Department.
3. CONTRACTOR shall be compensated at a rate of fifty-eight (\$58.00) dollars per hour, and not to exceed the total sum payments of twenty thousand (\$20,000.00) dollars.
4. The term of this Agreement shall be for the summer construction period of the year 2001 extending to October 15, 2001, unless further extended in writing by the parties.
5. CONTRACTOR shall provide to the TRIBES evidence of adequate liability insurance, and shall hold the TRIBES harmless from any liability arising from any and all damage resulting from CONTRACTOR'S performance under this Agreement.
6. Should any employee of CONTRACTOR or any third party be injured in the performance of this Agreement, CONTRACTOR shall hold the TRIBES harmless from any and all liability arising from the injury of the employee or said third party.
7. CONTRACTOR shall register with the Three Affiliated Tribes' TERO office as a vendor and shall pay the appropriate vendor fee.

8. CONTRACTOR shall begin performance upon acceptance.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands on the day and year first written above.

THREE AFFILIATED TRIBES

By:

  
Tex G. Hall  
Chairman

Tribal Business Council

CONTRACTOR

By:

  
Eugene Black Feather

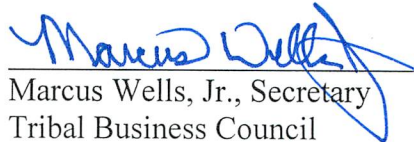
**BE IT FURTHER RESOLVED**, That the Tribal Business Council hereby approves the contract of services from Eugene Black Feather not to exceed \$20,000, to be paid from funds earned on projects by the Roads Department and since deposited within the General Fund of the Tribe.

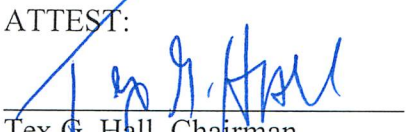
**CERTIFICATION**

I, the undersigned, as the 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 7 members of whom 5 constitute a quorum, 6, were present at a Special Meeting thereof duly called, noticed, convened, and held on Tuesday, August 14, 2001; that the foregoing resolution was duly adopted at such Meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 0 not voting, and that said resolution has not been rescinded or amended in any way.

Dated this 14th day of August 2001.

Chairman ( x ) Voting ( ) Not Voting

  
\_\_\_\_\_  
Marcus Wells, Jr., Secretary  
Tribal Business Council

ATTEST:  
  
\_\_\_\_\_  
Tex G. Hall, Chairman  
Tribal Business Council