

**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 administer the funds within the exclusive control of the Tribes and to make expenditures from available tribal funds for the public purposes of the Tribes; and

WHEREAS The Economic Development Administration (EDA) and U.S. Department of Commerce has federal funding available which provides the Three Affiliated Tribes with a Planning Grant and the opportunity for the Tribe to apply for grant funds for public works and facilities and other economic development financing, including technical assistance; and

WHEREAS, The goal of the Three Affiliated Tribes' Tribal Business Council is to advance the economic and community development of the Mandan, Hidatsa and Arikara Nation and to improve the economic well-being of the residents of the Fort Berthold Indian Reservation; and

WHEREAS, The proposed consultant project will provide a newly-written 2002 Comprehensive Economic Development Strategy Plan for the Mandan, Hidatsa and Arikara Nation which will meet and satisfy the EDA's standards and procedures; and

WHEREAS, The Tribal Business Council will utilize JTAC Economic Development Funds to hire an experienced consultant, who has the wherewithal, knowledge, ability and necessary time to focus on putting this plan into written format for publication and distribution.

NOW, THEREFORE, BE IT RESOLVED, The Tribal Business Council hereby authorizes a consultant agreement with Native American Research and Resource Development, Inc. to perform this contract on behalf of the Three Affiliated Tribes in the amount of \$5,000, of which \$2,500 shall be paid immediately and \$2,500 shall be paid when the final product is accepted and approved by the Tribal Business Council.

BE IT FURTHER RESOLVED, Native American Research and Resource Development, Inc. shall work closely with the CEDS Office Director, Tribal Program Staff, Tribal Business Council, Tribal Entities and others to ensure accurate input and comments generated from community members and tribal representatives from each of the six (6) tribal segments, along with the Chairman-at-large, are included in the plan.

**THREE AFFILIATED TRIBES
CONSULTANT AGREEMENT**

This Agreement is made this **14th** day of **March 2002**, by and between the **THREE AFFILIATED TRIBES, Tribal Community Economic Development Services** and **Mike Cross** of Native American Research and Resource Development, Inc., 429 5th Street North, New Town, North Dakota 58763.

WITNESS TO:

1. BE IT KNOWN, that for the purpose of this Agreement, the Parties involved shall herein after be known as the "**Community Economic Development Services**" or as the "Party of the First Part", Three Affiliated Tribes, 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, **Community Economic Development Services**, Program Director, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purpose(s):

1. **Research, review and incorporate all culturally-appropriate historic economic development history, literature, studies, etc. on the Three Affiliated Tribes economic development that has occurred during the time period since the last published OEDP dated October 19, 1992.**
2. **Prepare an initial draft document of the current Tribal CEDS Overall Economic Development Strategy Plan for initial review of the four main elements: Analysis, Vision, Action Plan, and Evaluation.**
3. **Finalize a Review Draft OEDP that satisfies the Department of Commerce's Economic Development Administration standards and procedures outlined in the CFED: Strategic Planning for Economic Development Recommended Guidelines (Dept. of Commerce 2001).**
4. **Submit for final review and approval to the Three Affiliated Tribes within a ninety (90) day contract period as agreed upon and published in a signed Tribal Consultant Agreement with appropriate Tribal Resolution and Tribal Contract Number affixed thereto.**
5. **Total of 200 contract hours @ \$25.00/hour for a total of \$5,000.00. Agreement made to pay one-half of contract \$2,500 in advance and the final one-half \$2,500 upon completion of the document for a total contractual payment of \$5,000.00.**

3. FURTHER, that the Consultant shall be retained for the period beginning March 14, 2002 , and ending June 14, 2002.

4 FURTHER, that the Consultant will be entitled to compensation for services rendered in connection with the performance of the scope as stated in Part 2 above for which he has been retained; and, that the payments shall be authorized in accordance with Tribal Resolution **02-055-MWJR** attached hereto as Appendix A; and, that the payments shall not be authorized until after the required approvals for this Agreement have been obtained; and, that compensation shall be made from ~~Contract #~~ **(JTAC EcDev Funds)** by the use of the actual invoice; and, that the schedule of and method of payments shall be as follows:

Payment One: one-half of total contract payable immediately	\$2,500.
Payment Three: final one-half or balance payable upon completion at 90 days	\$2,500.
Total Contract Amount to be Paid.	\$5,000.00

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 all applicable Terms and Conditions of the contract # N/A referred to in Part 4 are hereby required to be complied with by the Consultant. A copy of the applicable Terms and Conditions are available to the Consultant upon request to the Tribe and are made a part of this Agreement; and

7. FURTHER, that such compensation shall be paid to the Consultant in accordance with the Three Affiliated Tribes payment Policies and in accordance with the special Terms of this Agreement as provided for within Parts 4, 5 and 6 above. The request for final payment of services rendered under this Agreement shall have all required reports and other items specified within Parts 8 and 9 attached and that the invoice shall note this is a "Final Payment Request Due To Completion"; and

8. FURTHER, that the Consultant shall submit the 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. He shall not be entitled to any payment of consultant fees unless and until he has provided the afore mentioned information with respect thereto, in form and substance acceptable to the authorized representative of the Party of the First Part; and

9. FURTHER, that the Consultant hereby agrees that during such 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 Three Affiliated Tribes;

Nor shall the Consultant, when retained by the Party of the First Part, compete with the Three Affiliated Tribes 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 Three Affiliated Tribes;

Nor shall the Consultant make any other use of information provided, compiled or gathered pertaining to the Three Affiliated Tribes such as business methods, operations, costs, proposals, budgets, projections 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 his service 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 Three Affiliated Tribes or accumulated by him in performance of this Agreement;

And, that all reports and/or other documents compiled, developed and/or written by the Consultant - i.e. proposals, analyses, writings, sound recordings, pictorial reproductions or other materials connected with the performance of services under this Agreement are now and shall remain the sole property of the Three Affiliated Tribes and that all rights to such materials are also the sole property of the three Affiliated Tribes; and,

10. 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 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 8 and 9 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,

11. FURTHER, that each Party shall have the right to seek legal redress for any alleged breach of this Agreement by the other Party by instituting the appropriate cause of action in a court of competent jurisdiction;

12. FURTHER, that the Consultant hereby states that this Agreement is not planned to be his/her sole source of income for the Calendar Year(s) applicable to the period stated within Part 3 of this Agreement.

13. 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 to 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 authorized representatives of the respective Parties involved in this Agreement.

APPROVAL:

Marian Spotted Bear Date: 3-13-02
Marian Spotted Bear, Program Director, Community Economic Development Services

Steve D. Salven Date: 3-20-02
Contract Specialist Emerita

Ray H. Hall Date: 3-13-02
Committee Chairman

Patricia D. Thomas Date: 3-22-02
Contracting Officer TAT Office Manager

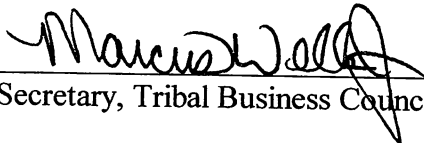
NA Date: _____
~~Tribal Property Officer~~

ACCEPTANCE:

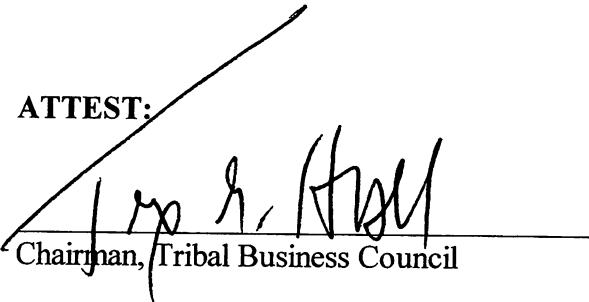
Mike Cross 3-13-02
SSN: 501-46-0821
Federal ID#: 45-0429937
Mike Cross
429 5TH Street North
New Town, North Dakota 58763
1-701-627-2798
fax 1-701-627-4555

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 seven (7) members, of whom five (5) members constitute a quorum. 6 members were present at a Special Meeting thereof duly called, noticed, convened, and held on the 25th day of March 2002, whereupon this Resolution was duly adopted and approved by the affirmative vote of 5 members, 0 opposed, 1 members abstained, 0 members not voting and that said Resolution has not been rescinded or amended in any way.


Secretary, Tribal Business Council

ATTEST:


Chairman, Tribal Business Council