



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

A Resolution Entitled "Approval of consultant contract with Robert Lattergrass"

- 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,** Grants for technical assistance to develop this capability are available through the Native American CDFI Development Program of the U.S. Department of the Treasury; and
- WHEREAS,** Robert Lattergrass of Grand Forks has been a Tribal grants writer for many years and has assisted the Three Affiliated Tribes on occasion in the past as a grants writer, and is fully capable of preparing the grant application for up to \$100,000 for technical assistance in developing a CDFI; and
- WHEREAS,** Robert Lattergrass has prepared a consultant contract in the total amount of \$5,500, including expenses, to prepare the grant application on behalf of the Tribe and get it submitted to the U.S. Department of the Treasury by April 15, 2003; and
- WHEREAS,** Mr. Lattergrass's contract conforms to the standards for consultant contracts developed by the Tribal legal department, and the contract has been reviewed by the legal department and is legally sufficient.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Mandan, Hidatsa, and Arikara Tribal Business Council hereby approves the attached consultant contract with Robert Lattergrass to develop a grant application for technical assistance in creating a Community Development Financial Institution; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Tribal Business Council hereby authorizes the Chairman to execute the attached contract on behalf of the Tribe and further authorizes the Chairman or his designee to monitor the progress of this consultant contract and ensure its completion.

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, 6 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 14th day of March, 2003; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

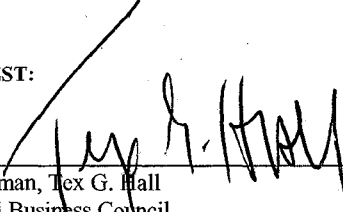
Chairman Voting. [] Not Voting.

Dated this 14th day of March, 2003.



Secretary, Randy Phelan
Tribal Business Council

ATTEST:



Chairman, Tex G. Hall
Tribal Business Council

Agreement between The Three Affiliated Tribes and IMR Services for consulting services dated March 14, 2003.

This Agreement is to furnish certain consulting services is by and between THE THREE AFFILIATED TRIBES, a Tribal Governing Body (hereinafter called "the TAT") and IMR Services, hereinafter called (the "Consultant") located at 319 Stanford Road; Grand Forks, ND.

I. NATURE OF SERVICE

A. The Consultant shall furnish to the TAT the following described services:

Prepare a grant proposal for the TAT to be submitted to the U.S. Department of the Treasury, Community Development Financial Institutions Program. The grant application shall consist of all the items required under the Notice of Funding Availability and which is attached to this agreement.

The grant request will be for a maximum of \$100,000.00.

B. The Consultant shall provide the completed grant proposal to the TAT for signature(s) and for submission 3 days prior to the deadline of April 14, 2003.

C. The Consultant shall prepare the necessary TAT Tribal Resolution for the TAT Tribal Business Council

II. TERM OF AGREEMENT

A. The period of performance for this Agreement shall be from March 14, 2003 through April 14, 2003.

B. If one party gives 10 days' notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within said 10 day period, this Agreement may be terminated by the non-breaching party.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. The TAT will pay the following to the Consultant for services performed:

1. Professional Fees:

\$4,500.00 with a \$1,500.00 down payment, an additional \$1,500.00 due based upon a satisfactory progress report and \$1,500.00 due upon completion and acceptance of the grant proposal by TAT.

2. Other Expenses:

Per Diem at \$90 for a maximum of 5 days; travel expenses (3 trips to New Town from Grand Forks, ND and other expenses; printing, phone calls, binding and faxes. Subtotal \$ 1,000.00

MAXIMUM TO BE PAID UNDER THIS AGREEMENT: TOTAL: \$ 5,500.00

IV. REPORTING

In performing consulting services hereunder, the Consultant shall report to:

Ms. Karen Stevens, TAT

VI. NOTIFICATION

Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to the following:

*For the TAT Tribe: Chairman Tex Hall
Three Affiliated Tribes
New Town, ND*

*For the Consultant: Robert Lattergrass, dba
IMR Services
319 Stanford Road
Grand Forks, ND 58203*

V. TAXES

The compensation stated in Article III. of this Agreement includes all applicable taxes and will not be changed hereafter as the result of Consultant's failure to include any applicable tax, or as the result of any changes in the Consultant's tax liabilities.

VI. ASSIGNMENT OR SUBCONTRACTING

The Consultant may not assign or transfer this agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of the TAT. If the TAT consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee.

VII. COPYRIGHT AND OWNERSHIP

The TAT shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this Agreement. The Consultant warrants that all creators of copyrightable material delivered under this Agreement to the TAT are, at the time of the material's creation, bona fide employees or subcontractors of the Consultant, and that such creation is within the course and scope of the creator's employment.

While ownership of confidential or personal information about individuals shall be subject to negotiated agreement between the TAT and the Consultant, records will normally become the property of the TAT and subject to tribal law and TAT policies governing privacy and access to files.

VIII. CONFLICT OF INTEREST

1. The Consultant shall not hire any officer or employee of the TAT to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this agreement.

IX. CONFIDENTIALITY

The Consultant shall use his or her best efforts to keep confidential any information provided by the TAT and marked "Confidential Information," or any oral information conveyed to the Consultant by the TAT and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to any of the following:

1. Information which the Consultant can demonstrate by written records was known to him or her prior to the effective date of this Agreement;
2. Is currently in, or in the future enters, the public domain other than through a breach of this Agreement or through other acts or omissions of Consultant; or
3. Is obtained lawfully from a third party.

X. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement.

XI. STANDARD FOR PERFORMANCE

The parties acknowledge that the TAT, in selecting the Consultant to perform the services hereunder, is relying upon the Consultant's reputation for excellence in the performance of the services required hereunder. The Consultant shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement of the parties. The Consultant shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein. Nothing in the foregoing shall be construed to alter the requirement that time is of the essence in this Agreement.

XII. DISPUTE RESOLUTION

Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall Tribal Court of the Three Affiliated Tribes, New Town, ND, and any enforcement of the arbitrator's decision shall be brought in the Tribal Court of the Three Affiliated Tribes, New Town, ND.

XIII. ATTORNEY'S FEES

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

XIV. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the consultant and the TAT Tribe.

XXV. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any modification to this Agreement must be on Amendment forms.

XVI. APPLICABLE LAW

This agreement shall be governed by the laws of the Three Affiliated Tribes of the Fort Berthold Reservation, New Town, ND.

IMR SERVICES

THE CHAIRMAN OF THE THREE
AFFILIATED TRIBES

(Signature) (Date)

(Signature) (Date)

501-72-4881
Social Security Number

Title

Phone #: (701) 777-9773

Retention Period: Office of Record, Accounting, Executing Office, 5 years following termination, subject to Federal contract and grant requirements. Other Copies, 0-5 years.

*PRIVACY NOTICE

If the Employer Identification Number is not used, the Social Security Number must be shown. Pursuant to Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The principal use of the number shall be to report payments you have received to Federal, Tribal and State governments.