



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

A Resolution entitled, "Tribal Housing Division, Revised Existing Military Housing Policy."

WHEREAS, this Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

WHEREAS, the Three Affiliated Tribes' Constitution authorizes and empowers the Mandan, Hidatsa & Arikara Tribal Business Council to engage in activity on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and

WHEREAS, Article VI, Section 5(c) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to administer funds within the exclusive control of the Tribes and to make expenditures from available Tribal funds for public purposes of the Tribes; and

WHEREAS, the Tribal Housing Division has been created by the Tribal Business Council for the purpose of constructing homes for the members of the Three Affiliated Tribes and developing financial resources for the members of the Three Affiliated Tribes, for the lease or purchase of the homes; and

WHEREAS, the Tribal Housing Division is a Tribal Entity created for the purpose of constructing and financing homes for the members of the Three Affiliated Tribes and in order to fulfill its mandate the Tribal Housing Division administers the Dreamcatcher program, the Elder Homes Program and the Home Buyer Assistance Program; the Tribal Housing Division also evaluates real estate loan applications for equitable financing; and

WHEREAS, the Tribal Housing Division also administers the Dreamcatcher, "Project Walking Shield." The Three Affiliated Tribes implementing Project Walking Shield by and through the Tribal Housing Division and authorized a budget in the amount of \$435,000 to relocate and setup former military housing and proposes to use the units for qualified renters and purchasers; and

WHEREAS, the Tribal Housing Division has revised the existing military housing policies in order to create a policy reflecting the needs of the members and authorizes the Tribal Housing Division to recoup the cost of the relocation of the units by entering into loans with each qualified applicant not to exceed \$13,700 per applicant; and

WHEREAS, the Revised Existing Military Housing Policies are attached hereto and made a part hereof by this reference and any and all policies adopted previously for the Military Housing Project are hereby rescinded by this resolution; and

Acceptance are true authorized representatives of the respective Parties involve in this Agreement.

APPROVAL:

/a/ _____
Chairman, Tex G. Hall

Date: _____

/a/ _____
Secretary, Randy Phelan

Date: _____

/a/ _____
Housing Division, Connie R. Wilkinson

Date: _____

ACCEPTANCE:

/s/ _____
Consultant, Gary M. Beaudry

Social Security # 501-62-1427

-or-

619 East Beckwith
Address

Federal ID #: _____

Missoula, Montana
City, State

59801
zip code

406-728-7396 Cell 406-370-5788
Telephone Number

THREE AFFILIATED TRIBES

CONSULTANT AGREEMENT

This Agreement is made this 8th day of January, 2004, by and between the THREE AFFILIATED TRIBES, Housing Division (Title of Tribal Department) 404 Frontage Road, New Town, North Dakota 59763 and Gary M. Beaudry, Beaudry Law Office, 619 E. Beckwith, Missoula, Montana 59801 (Name of Consultant).

WITNESSETH:

1. BE IT KNOWN, that for the purposes of this Agreement, the Parties involved shall herein after be known as the "Housing Division" or as the "Party of the First Part" or "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, The Three Affiliated Tribes, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purposes (s):

Nature of Services:

The Consultant shall provide legal services to the Three Affiliated Tribes and provide consultation in the form of legal advice as necessary to the Tribal Housing Division. Legal services shall include, document preparation, review of documents, negotiations with all entities providing services from the facilitation and completion of the housing development, attendance of necessary meetings, and giving legal advice to the Tribal Business Council and agents and assigns of the Three Affiliated Tribes. Representing the Three Affiliated tribes in any employee disputes in appropriate forums, courts and administrative hearings and in litigation in disputes with home buyers, contractors, banks and financial institutions. The nature and scope of services shall also extend to any other legal services assigned by the Tribal Business Council and agents and assigns thereof and as agreed to in writing as an addendum to this agreement by the Consultant.

3. FURTHER, that the Consultant shall be retained for the period beginning February 1, 2004 and ending August 31, 2004.
(month, day and year) (month, day and year)
4. FURTHER, that the Consultant will be entitled to compensation for services at the rate of pay of Seventy-five (\$75.00) dollars per hour and shall also be compensated if required to travel. The parties hereby understand and agree that the consultant compensation shall not exceed \$20,000 dollars. The parties intend and understand that the consultant compensation for legal services provided in compliance with this agreement shall not flow from in any way from ONAP (NAHASDA) funds, but rather shall be paid out of the Housing Division Department budget and or the general

operating budget of the Three Affiliated Tribes. The Consultant shall forward to the Housing Division a billing statement for services describing in sufficient detail as to work performed, and the Housing Division shall complete a purchase order and process payment of the same.

5. 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,

6. 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;
7. 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 HEREOF, the Parties hereto identified have executed the Agreement as of the date first written, and do hereby certify that the signatures signifying Approval and



NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council hereby adopts and authorizes the Revised Existing Military Housing Policies and hereby authorizes and directs the Tribal Housing Division, to proceed with accepting application and providing financing for qualified tribal members for the purchase of the military housing and approve lease agreements for qualified lessees making application for rental of housing units provide by Project Walking Shield.

CERTIFICATION

I, the undersigned, as 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 seven (7) members of whom five (5) constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 8th day of January, 2004 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 [X] Voting. [] Not Voting.

Dated this 8th day of January, 2004.

Randy Phelan
Executive Secretary, Randy Phelan
Tribal Business Council

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