



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

A Resolution entitled, "Approval of the Water or Waste System Grant Agreement with the United States Department of Agriculture Rural Utility Service in the Amount of \$428,000.00 for the Emergency Mandaree Intake Extension Project."

- WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted and Constitution and By-laws pursuant to said Act; and
- WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribe; and
- WHEREAS,** The Constitution of the Three Affiliated Tribes 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,** Article VI, Section 5 (c) authorizes the Tribal Business Council to administer any property or 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 Three Affiliated Tribes has applied for a U.S.D.A Rural Utility Service Grant in the amount of \$428,000 for the purpose of an Emergency Intake Extension Project at Mandaree, North Dakota; and
- WHEREAS,** the USDA Grant will fund the 100% of the project and there is no tribal match; and
- WHEREAS,** in order for U.S.D.A. to further consider the Tribes' grant application, the Tribal Business Council is required to authorize and execute USDA Form RUS Bulletin 1780-12 (Water or Waste Water Agreement); A Letter of Intent to Meet Conditions dated June 18, 2004; a Resolution Authorizing Letter of Intent to Meet Conditions; A Resolution Authorizing Execution of Request for Obligation of Funds; Resolution Authorizing Execution of Water or Waste Systems Grant Agreement; Resolution Authorizing Execution of Architectural, Engineering and Legal Services Agreements; Legal Services Agreement; RD400-1 Equal Opportunity Agreement; AD-1049 Certification Regarding Drug-Free Workplace Requirements; AD-1047 Certification Regarding Debarment, Suspension, and other Responsibility Matters; SF 3881 Electronic Forms Transfer Payment Enrollment Form; RD 440-11, "Estimate of Funds Needed for 30 day period Commencing on _____"; and Civil Right Compliance Review Pre award Checklist; and



WHEREAS, the above referenced USDA RUS grant agreements have been submitted to the Three Affiliated Tribes Legal Department for review and it has been determined that the above agreements are standard agreements that are substantially similar to previous agreements the Tribe has executed with USDA; and

WHEREAS, the Tribal Business Council desires to approve and authorize the above referenced agreements.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council hereby approves the following USDA forms and Agreements and authorizes Tribal Chairman Tex Hall to sign said documents:

1. Letter of Intent to Meet Conditions dated June 18, 2004;
2. Resolution Authorizing Letter of Intent to Meet Conditions dated June 18, 2004;
3. RD 1940-1, Request for Obligation of Funds;
4. Resolution Authorizing Execution of Water or Waste System Grant Agreement;
5. RUS Bulletin 1780-12 Water or Waste System Grant Agreement;
6. Resolution Authorizing Execution of Architectural, Engineering and Legal Services Agreement;
7. RD 400-1 Equal Opportunity Agreement;
8. AD-1049 Certification Regarding Drug Free Workplace Requirements;
9. AD-1047 Certification Regarding Debarment, Suspension, and other Responsibility Matters-Primary Covered Transactions;
10. RD 400-4 Assurance Agreement;
11. SF 3881 Electronic Forms Transfer Payment Enrollment Form;
12. RD 440-11 Estimate of Funds Needed for 30 day Period Commencing _____; and
13. Civil Right Compliance Review Pre award Checklist.

**USDA 2004 ECWAG LOAN CLOSING ISSUES
PER USDA LETTER OF CONDITION
DATED 6-18-2004**

PART	REQUIREMENT	ACTION NEEDED	RESPONSIBLE PARTY	DATE ACCOMPLISHED
1.	Contribution by applicant	N/A	N/A	N/A
2.	Execute 1780-12, Water and Waste Water Grant Agreement (Form provided to TAT)	Chairman Signature	FBRW	_____
3a.	Title opinion on land purchases	Preliminary Title Opinion	TAT Attorney	_____
3b.	Obtain Easement and Permits; Attorney opinion to Adequacy	Submit R-O-W Map/Permits	FBRW BW TAT Attorney	_____
3c.	Subordination of Mortgages	Attorney opinion	TAT Attached	_____
4.	Construction Account	Designate a construction account	TAT Comptroller	_____
5.	Insurance and Bonding	Proof of TAT Insurance	TAT Comptroller	_____
6a.	Construction Contract Method	Signature on RD 400-6	BW to require	_____
6b.	Plans and Specifications	Approved by State Health and USDA	BW to require	_____
6c.	Bidding and Award	As required by ND State and RUS	BW to require	_____
6d.	Structure Design	Certification to building codes	BW	_____
7a.	Annual Audit	Submit annual audit	TAT Comptroller	_____
7b.	Record Retainage	Maintain 3 years records	TAT Comptroller	_____
8.	Disbursement of Funds	Use Form RD 440-11	BW as needed	_____
9.	Consistency with plans	Review by tribal planning office	BW	_____
10a.	Evidence of Water Supply	Confirm adequate source	BW	_____

PART	REQUIREMENT	ACTION NEEDED	RESPONSIBLE PARTY	DATE ACCOMPLISHED
10b.	Legal Service Agreement	Resolution of Agreement by Business Council	FBRW	_____
10c.	Certified Operator	Evidence of operator certification	BW	_____
10d.	TAT Certificate of Debarment	Execute form AD-1047 by Chairman	FBRW	_____
10e.	Contractor Certificate of Debarment	Contractor to execute AD-1048	BW will require	_____
10f.	Lobbying Certification	Execute 1940-Q by Chairman	FBRW	_____
10g.	Equal Opportunity Agreement	Execute RD 400-1 by Chairman	FBRW	
10h.	Assurance Agreement	Execute RD 400-4 by Chairman	FBRW	
10i.	USDA poster "AND JUSTICE FOR ALL"	Display Poster	FBRW	
10j	Drug Free Work Place	Execute AD-1049 by Chairman	FBRW	
10k.	Engineering and Legal Agreement	Execute Agreement	BW and TAT Legal	
13.	Rehabilitation Act	Comply w/section 504	FBRW	
14.	Disabilities Act	Comply w/Act	FBRW	
15.	Civil Rights Act	Comply w/Act	FBRW	
16.	Age Discrimination Act	Comply w/Act	FBRW	
17.	Equal Credit Opportunity Act	Comply w/Act	FBRW	
18.	Compliance Review	Record Keeping RE: Civil Rights	FBRW	
19.	Disbursement of Funds	Provide as requested	BW	N/A
20.	Closing	Conditions Above	All Parties	N/A

Attachments to Three Affiliated Tribes Letter of Conditions dated June 18, 2004:

- Resolution Authorizing Letter of Intent to Meet Conditions
- Resolution Authorizing Execution of Request for Obligation of Funds
- Resolution Authorizing Execution of Water or Waste System Grant Agreement
- RUS Bulletin 1780-12 Water or Waste System Grant Agreement
- Resolution Authorizing Execution of Architectural, Engineering & Legal Service Agreements.
- Legal Services Agreement
- RD 400-1 Equal Opportunity Agreement
- AD-1049 Certification Regarding Drug-Free Workplace Requirements (Grants)
- AD-1047 Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
- RD 400-4 Assurance Agreement
- SF 3881 Electronic Forms Transfer Payment Enrollment Form
- RD 440-11, "Estimate of Funds Needed for 30 Day Period Commencing _____"
- Civil Rights Compliance Review Pre award Checklist

WATER OR WASTE SYSTEM GRANT AGREEMENT
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE

THIS AGREEMENT dated _____ between

Three Affiliated Tribes of the Fort Berthold Indian Reservation

a public corporation organized and operating under _____

Constitution and Bylaws of Department of Interior

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (sewer) system to serve the area under jurisdiction at an estimated cost of \$ 428,000.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 0.00 of the development cost through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 0.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 428,000.00 or 100.00% percent of said development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306 (a) of the Consolidated Farm and Rural Development Act the purpose only of defraying a part not to exceed 100.00% percent of the development costs, as defined by applicable Rural Utilities Service Instructions.

GRANTEE AGREES THAT GRANTEE WILL:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes

of service, adopted by resolution dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds, for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

All pumps and pumping equipment related to the Emergency Mandaree Intake Extension project.

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/97]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 428,000.00 which it will advance to Grantee to meet not to exceed 100.0% percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Ray G. Hall, Chairman

and attested and its corporate seal affixed by its duly authorized

Attest:

By: _____

(Title) _____

By: _____

(Title) _____

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By: _____

(Title)



United States Department of Agriculture
Rural Development
Rural Development Programs
State Office - Bismarck

June 18, 2004

MR TEX G HALL TRIBAL CHAIRMAN
THREE AFFILIATED TRIBES OF THE
FORT BERTHOLD INDIAN RESERVATION
404 FRONTAGE ROAD
NEWTOWN ND 58767

Dear Mr. Hall:

Emergency Community Water Assistance Grants (ECWAG) authorized under Section 306A of the Consolidated Farm & Rural Development Act (7 U.S.C. 1926 (a)), as amended, is a USDA Rural Development utility program.

It is the policy of the USDA and Rural Development that: No person shall be discriminated against on the grounds of race, color, religion, sex, national origin, age, or disability in employment or in any program or activity conducted or assisted by Rural Development. This policy must be communicated to the public through all appropriate channels, in English and other languages when appropriate, and in mediums that reach persons with hearing and sight impairments, when necessary to ensure total understanding.

Through your receipt of federal loans and/or grants and/or non-mandatory federal assistance you and/or your organization becomes the "recipient" of federal financial assistance. By law, as the recipient of federal assistance you and/or your organization becomes responsible for complying with federal civil rights laws in the administration of your programs and activities. It is your responsibility to assure that the beneficiary (i.e., water user) has an equal opportunity to apply for and receive the benefit of your program or service.

This letter establishes conditions which must be understood and agreed to by the Three Affiliated Tribes before further consideration may be given to your application for assistance for the **Emergency Mandaree Intake Extension Project** and which must be met before the grant funds can be disbursed. Any changes in project cost, source of funds, scope of services or any other significant changes in the project or applicant must be reported to and approved by Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing disbursement of grant funds.

220 East Rosser Avenue • Rm 211 • PO Box 1737 • Bismarck, ND 58502-1737
Ph: (701) 530-2065 • (800) 582-7584 Ext. 5 • TTY (701) 530-2113 • Fax: (701) 530-2111 • <http://www.rurdev.usda.gov/>

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Rural Development is an Equal Opportunity Lender, Provider, and Employer. Complaints of discrimination should be sent to USDA, Director, Office of Civil Rights, Washington, D. C. 20250-9410

Please complete and return the attached RD 1942-46, Letter of Intent to Meet Conditions and RD 1940-1 Request for Obligation of Funds, if you desire that further consideration be given your application. If the conditions set forth in this letter are not met by December 31, 2005, Rural Development reserves the right to discontinue the processing of the application.

This letter is not to be considered as loan and grant approval or as a representation as to the availability of funds. The project has been approved based on the following scenario:

Use of Funds	Amount	Source of Funds	Amount
Administrative, legal, Engineering	\$74,000	USDA, Rural Development	\$428,000
Construction	295,000		
Contingencies	59,000		
Total:	\$428,000		\$428,000

Any costs in excess of \$428,000 will be the responsibility of the Three Affiliated Tribes.

Following are requirements referred to above:

1. Contribution by Applicant:

The Three Affiliated Tribes will budget from the water fund to meet the operation and maintenance expense for the facility.

2. Grant Agreement:

The Three Affiliated Tribes will execute RUS Bulletin 1780-12, Water and Waste System Grant Agreement.

3. Title to Property:

- a. Any land purchase will be acquired by fee, simple title, free and clear of all liens and encumbrances. A preliminary title opinion by the applicant's attorney will be provided.
- b. The Three Affiliated Tribes will be responsible for obtaining adequate easements, rights-of-way, permits, etc., and will furnish evidence thereof in the form of a right-of-way map showing location of all structures, etc., and the attorney will provide an opinion as to adequacy. The appropriate forms will be used.
- c. Consent, release and subordination from holders of outstanding mortgages for easements across private land need not be obtained if the applicant and its attorney determine that such mortgage will not endanger the value or operation of the facility.

4. Construction Account:

All funds from any source provided for the construction will be deposited in a Construction Account. The Institution will be selected by the Three Affiliated Tribes. Grant funds will be deposited in an FDIC Institution. The Institution will pledge collateral in accordance with Treasury Circular No. 176 for deposits in excess of \$100,000. Checks will not be countersigned by Rural Development.

5. Insurance and Bonding:

The Grantee is responsible to assure adequate insurance and fidelity or employee dishonesty bond coverage is maintained. The grantee is encouraged to have their attorney, engineer, and or insurance provider review proposed types and amounts of coverage, including any deductible provisions. The grantee will provide proof to Rural Development that all insurance and bonding coverage is adequate coverage to protect the government's interest in the project.

Workers Compensation coverage will be carried in accordance with State Statute.

6. Construction Contract Documents and Bidding:

- a. All construction will be accomplished by the Contract Method. The Contractor will be required to sign RD 400-6, Compliance Statement.
- b. All plans and specifications must be approved by both the State Health Department and the Rural Utilities Service.
- c. All bidding and awarding of contracts will be in accordance with North Dakota Statute and RUS Instructions.
- d. Structure design will meet the requirements set forth in the current North Dakota Building Code; Uniform Federal Accessibility Standards (UFAS); NFPA Life Safety Code 101 Second Addition; Ashrae 90.75 and all other state and local codes. All floors in any structure will be above the one hundred (100) year floodplain and in accordance with the floodplain ordinance and Executive Order 11988. Structure design will be modest in size, design and cost. The Architect/Engineer will certify that the structure will meet all the current building codes.

7. Accounts, Records and Audits Reports:

The Three Affiliated Tribes will establish a proper set of accounts and records for review and approval by Rural Development prior to closing or start of construction, whichever occurs first.

- a. The Three Affiliated Tribes is required to provide Rural Development with an annual audit or financial statements. The requirements for submitting an audit report are based upon the total amount of Federal financial assistance expended during a Borrower's fiscal year from all Federal sources. Rural Development will designate the type of audit required.

Audited financial statements are to be performed in accordance with Generally Accepted Government Auditing Standards (GAGAS). The Three Affiliated Tribes will employ a Certified Public Accountant or the State Auditor's Office to assist in establishing its books and conducting the audit.

- b. All records, books and supporting materials shall be retained by the borrower for three (3) years after the issuance of the Audit or management reports.

8. Disbursement of Funds:

You may use RD 440-11, "Estimate of Funds Needed for 30 Day Period Commencing _____", to show the amount of funds needed during the 30-day period. We are enclosing a small supply of RD 440-11 for your use - you may reproduce as necessary.

Electronic Funds Transfer (EFT) will be utilized for loan and grant fund disbursement. Complete and return the enclosed SF 3881, Electronic Funds Transfer Payment Enrollment Form, to this office. A benefit of receiving payments by EFT is that your funds are directly deposited to your account.

9. Consistency with Other Plans:

The proposed facility must be consistent with the comprehensive development plan for the area. This will include evidence in writing that the plans for this facility have been reviewed by the Tribal Planning Office

10. Other Requirements:

- a. Water Supply - The Three Affiliated Tribes will provide evidence as to an adequate source prior to Advertisement for Bids. Water permits will be applied for and a Conditional Permit obtained prior to advertisement for bids. The quality of water must meet applicable drinking water standards as set by the Safe Drinking Water Act.
- b. The Three Affiliated Tribes should authorize by resolution and execute the attached Legal Services Agreement with your Legal Counsel who will perform any legal services for the Three Affiliated Tribes relating to this project.
- c. You are required to have a properly certified operator for your Three Affiliated Tribes's water system. You will need to provide the name of the operator and evidence of the certification by loan closing. If your operator is not now certified, you will need to develop a plan whereby the operator will become properly certified within one (1) year of closing.
- d. The Three Affiliated Tribes will execute AD-1047, Certification Regarding Debarment, Suspension and other Responsibility - Primary Covered Transactions.

- e. It is the Three Affiliated Tribes's responsibility to have AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions executed by all Contractors whose contracts exceed \$25,000 and the Three Affiliated Tribes's Engineer and Attorney.
- f. The Three Affiliated Tribes must execute Exhibit A-1 of RD Instruction 1940-Q, Lobbying Certification. The Attorney, Engineer and/or any Contractor whose contract exceeds \$100,000 will also execute the Lobbying Certification and provide it to the Three Affiliated Tribes.
- g. The Three Affiliated Tribes will execute RD 400-1, Equal Opportunity Agreement.
- h. RD 400-4, Assurance Agreement: The recipient must sign and agree to the conditions contained in this Agreement. In accordance with RD 400-4, the recipient must keep such records and submit to the Agency accurate information so that the Agency can ascertain that you are in compliance with this Agreement. This means that you must collect racial/ethnic and gender data of the beneficiaries (users or employees) of your facility or service. You must inform beneficiaries (users or employees) and others of the requirements of this Agreement and inform such persons of the protection assured them against discrimination.
- i. The USDA poster "And Justice for All" must be displayed in a public place.
- j. The Three Affiliated Tribes will execute AD -1049 Certification Regarding Drug-Free workplaces.
- k. The Three Affiliated Tribes will execute an Engineering Agreement which conforms with EJCDC for engineering work and a Legal Services Agreement for outside Legal Counsel for work conducted on the project.

13. Section 504 of the Rehabilitation Act of 1973:

No handicapped individual, solely by reason of their handicap, may be excluded from use of any facility receiving USDA - Rural Development assistance. As the recipient of USDA financial assistance you must comply with Section 504 of the Rehabilitation Act of 1973. Accessibility compliance for programs and activities is required by the primary recipient, ultimate recipient or sub-recipient.

14. The Americans with Disabilities Act (ADA) of 1990:

Protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs or activities that the provider administers regardless of whether the provider is the recipient of federal assistance.

15. Title VI of the Civil Rights Act of 1964:

States that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

16. Age Discrimination Act:

Prohibits discrimination based upon age.

17. Equal Credit Opportunity Act (ECOA):

Prohibits considering in any manner, the race, color, religion, or national origin of a credit applicant in any system of evaluating creditworthiness. If you as the recipient of federal financial assistance are administering programs where credit decisions are made regarding ultimate recipients or sub-recipients, you will be subject to the requirements of ECOA in the administration of these programs.

18. Compliance Reviews:

In order for the Agency to assure compliance by all Recipients who receive federal financial assistance of all Civil Rights requirements, the Agency conducted a Compliance Review and the Three Affiliated Tribes was found to be in compliance with the applicable Civil Rights requirements. Periodic Compliance Reviews will be conducted throughout the term of the loan. As recipient you must keep and provide data on race, gender, national origin and any such records, accounts, and other sources of information and facilities as may be pertinent to ascertaining by the Agency the recipient's compliance with civil rights laws. In general, recipients should have available for the Agency racial and ethnic data showing the extent to which members of minority groups are beneficiaries of federally assisted programs.

If beneficiaries (users) are required to complete an application for the use of the facility or service that you provide, you must collect data by Race (American Indian or Alaska Native, Asian, Black or African American, White); Ethnic Three Affiliated Tribes (Hispanic or Latino, Not Hispanic or Latino); and by Sex. A sample format is attached.

19. Disbursement of Grant Funds:

The Rural Development funds will be advanced as they are needed in the amount(s) necessary to cover the Rural Development proportionate share of obligations due and payable by the Three Affiliated Tribes. Interest earned on grant funds in excess of \$100 per year will be submitted to Rural Development at least quarterly.

20. Closing:

This grant will be closed in accordance with this Letter of Conditions and any additional instructions issued by Rural Development.

If you have any questions, please feel free to contact Matt Burthold or me at (701) 530-2065 or 1-800-582-7584 ext.5, or by email at Dale.Vaneckhout@ND.usda.gov or Matt.Burthold@ND.usda.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Dale Van Eckhout". The signature is written in a cursive style with a large initial "D".

DALE VAN ECKHOUT
Rural Development Program Director

CC MAILING MATRIX:

KEN ROYSE (WITH ALL ATTACHMENTS)
BARTLETT & WEST ENGINEERS
3456 EAST CENTURY AVENUE
BISMARCK, ND 58502-1077

TEX LONE BEAR
FORT BERTHOLD RURAL WATER
PO BOX 399
NEWTOWN ND 58763-9402

LEGAL SERVICES AGREEMENT

This agreement made this 28th day of June, 2004,
between the Three Affiliated Tribes, hereinafter called "Owner",
and Steve Kelly, Attorney at Law, of
New Town, North Dakota, hereinafter called "Attorney."

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A – LEGAL SERVICES

WHEREAS, the Owner is planning to Construct an Emergency Mandaree Intake Extension Project to serve its residents and/or members and the Attorney agrees to perform all the legal services necessary to establish the legal existence of Owner under the laws of the State of North Dakota, and to perform all customary legal services necessary to the organization, financing, construction, and initial operation of the facility constructed, such services to include, but not to be restricted to the following:

1. Search of appropriate records and references to appropriate statutes or other law to establish the legal existence of Owner, or if necessary, prepare and file petitions for incorporation.
2. Preparation for and furnish advice and assistance to the governing body and officers of Owner in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of these meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the facility; (d) preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such elections as may be necessary; (e) the preparation and completion of such obligations as may be necessary to finance the facility; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America; (g) entering into construction contract(s); (h) adoption of By-Laws, Rules and Regulations and rate schedules; and (i) such other corporate action as may be necessary in connection with the financing, construction, and initial operation of the facility.
3. Review of construction contract(s), bid-letting procedure, and surety and contractual bonds in connection therewith.
4. Preparation, negotiation, or review of contract(s) with another entity for other source(s) of water supply, when necessary.
5. Preparation, where necessary, and review of deeds, easements and other right-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the facility and to provide continuous rights-of-way thereto; and providing for the recordation thereof.

6. Obtain necessary permits and certificates from county and municipal bodies, and from State regulatory agencies, and from other public or private sources with respect to the approval of the facility, the construction and operation thereof, pipeline crossings, and the like.
7. Cooperate with the engineer employed by Owner in connection with preparation of tract sheets, easements, and other necessary title documents, construction contract(s), water supply contract(s), health permits, crossing permits, and other instruments.
8. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the facility. The Owner shall pay all bond counsel fees in perfecting the financing aspects, e.g., assessment procedures and completion of documents. Where bond counsel is retained, the local Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of the Owner's obligations.

SECTION B – COMPENSATION

1. Owner will pay the Attorney, fees for professional services rendered, in accordance herewith as follows:
 - a. For all services enumerated in paragraphs A-1 through A-8, a fee to be based on conditions stated below.

 N/A per hour not to exceed \$ N/A
 - b. *Attorney is Staff Attorney for owner.* Additional compensation will be paid for necessary court appearances at the rate of \$250.00 per day.
 - c. In addition, the Owner will pay the Attorney for all out of pocket expenses advanced for filing fees, court costs, and costs advanced in connection with necessary supplies incidental to and in connection with the administration of the loan, both during construction and the organization of the facility. The Attorney shall also be compensated for actual travel expenses as authorized by the Governing Body.
 - d. Where it is necessary to cooperate with and engage certain recognized bond counsel in the preparation of documents necessary for the financing of the facility, the Attorney shall select and negotiate with such recognized bond counsel. The fee is to be paid by the Owner.
2. Said fees to be payable in the following manner and at the following times:

As funds are available, in monthly installments, based upon submission of a monthly progress statement to the Owner with a 20% retainage until final review by USDA, Rural Development is completed.

SECTION C -- OTHER PROVISIONS

1. That upon organization and incorporation, or if properly organized, the Owner shall by appropriate resolution, adopt and ratify this Agreement, that the Owner shall be substituted for the individual Owner as a party to this Agreement, and that the Owner as individuals shall thereupon be relieved of all personal liability existing or arising from this Agreement.
2. If the Owner should not be granted the loan or should not obtain financing for said facility or for any reason fail to continue the facility outlined herein so that it will not be necessary for the Attorney to complete all of the work as outlined in this Agreement, the Owner shall become liable to the Attorney for sum equal to the amount of work he has accomplished on behalf of the Owner to the time it becomes apparent that said financing will not be available or the facility otherwise not be completed.
3. This amount shall be based upon the amount the Attorney has advanced for filing fees, court costs, and other out of pocket items, plus a sum equal to the total hours he has worked on said facility based upon an hourly rate stated above.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three parts on the respective dates indicated below.

(SEAL)

ATTEST:

Typed Name _____

OWNER:

By Tex G. Hall

Typed Name Tex G. Hall

Title Chairman

Date June 28, 2004

(SEAL)

ATTEST:

Typed Name _____

ATTORNEY:

By _____

Typed Name Steve Kelly

Title Staff Attorney

Date June 28, 2004

UNITED STATES OF AMERICA, THROUGH USDA, RURAL DEVELOPMENT without liability for any payments thereunder, hereby concurs in this Agreement.

USDA, RURAL DEVELOPMENT:

By _____

Typed Name _____

Title _____

Date _____

**RESOLUTION AUTHORIZING EXECUTION OF
LETTER OF INTENT TO MEET CONDITIONS**

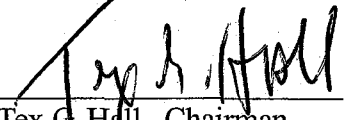
WHEREAS, the Three Affiliated Tribes, McKenzie County, North Dakota, has applied for a loan and/or grant from USDA, Rural Development:

Now, therefore, in order to comply with the requirements of Rural Development, it is hereby resolved by the Tribal Council of the Three Affiliated Tribes that the Chairman and the Secretary shall have executed for and on behalf of the Tribe Form RD 1942-46, Letter of Intent to Meet Conditions.

(SEAL)

Three Affiliated Tribes
(Applicant's Name)

ATTEST:



Tex G. Hall, Chairman

Secretary

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF McKenzie)

I, _____, the duly appointed, qualified and acting Secretary, Three Affiliated Tribes, McKenzie County, North Dakota, do hereby certify that the within and foregoing Resolution is a true and correct copy of the original RESOLUTION duly passed and adopted by the Tribal Council of the Three Affiliated Tribes, North Dakota, at a meeting held on the _____ day of June, 2004, as shown by the official records of the minutes kept by me as Secretary of said meeting, and of the original resolution now on file in my office as Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Three Affiliated Tribes, North Dakota, this _____ day of June, 2004.

(Seal)

Secretary

(7/21/98)

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between

Three Affiliated Tribes of the Fort Berthold Indian Reservation

(herein called "Recipient" whether one or more) and the United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the "Secretary") issued under the authority of Executive Order 11246, as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000--unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of the contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3)- of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office of Director, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts of Federally Assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018. The time required to complete this information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the provisions of the Equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt Federal and Federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the provisions of the Equal Opportunity Clause and the said rules, regulations, and orders, to obtain and furnish to USDA and the Secretary, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as required and such other information as they may require the supervision of such compliance, and to otherwise assist USDA in the discharge of its primary responsibility for securing compliance.
6. To refrain from entering into any contract, or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from government contracts or federally assisted construction contracts pursuant to Part II, Subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by USDA or the Secretary pursuant to such Subpart D.
7. That if Recipient fails or refuses to comply with these undertakings, USDA may take any and all of the following actions: (a) cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the Office of Federal Contract Compliance Program, U.S. Department of Labor.

Signed by the Recipient on the date first written above.

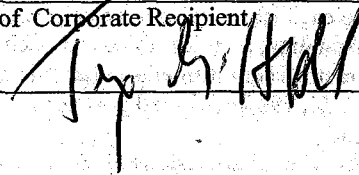
(CORPORATE SEAL)

Attest: _____

Three Affiliated Tribes of the Fort Berthold Indian Reser

Name of Corporate Recipient

By _____



U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

(A) The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, State, zip code)

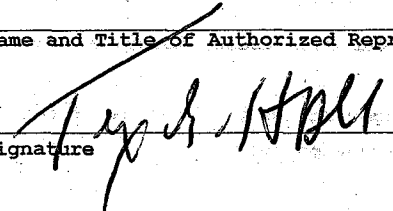
Three Affiliated Tribes of the Fort Berthold Indian Reservation

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature



Date

7-9-04

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Three Affiliated Tribes of the Fort Berthold Indian Reservation

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**RESOLUTION AUTHORIZING EXECUTION OF
REQUEST FOR OBLIGATION OF FUNDS**

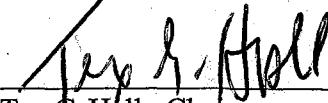
WHEREAS, the Three Affiliated Tribes, McKenzie County, North Dakota, has applied for a loan and/or grant from USDA, Rural Development:

Now, therefore, in order to comply with the requirements of Rural Development, it is hereby resolved by the Tribal Council of the Three Affiliated Tribes that the Chairman and the Secretary shall have executed for and on behalf of the Tribe Form RD 1940-1, Request for Obligation of Funds.

(SEAL)

Three Affiliated Tribes
(Applicant's Name)

ATTEST:



Tex G. Hall, Chairman

Secretary

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF McKenzie)

I, _____, the duly appointed, qualified and acting Secretary, Three Affiliated Tribes, McKenzie County, North Dakota, do hereby certify that the within and foregoing Resolution is a true and correct copy of the original RESOLUTION duly passed and adopted by the Tribal Council of the Three Affiliated Tribes, North Dakota, at a meeting held on the _____ day of June, 2004, as shown by the official records of the minutes kept by me as Secretary of said meeting, and of the original resolution now on file in my office as Secretary.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Three Affiliated Tribes, North Dakota, this _____ day of June, 2004.

(Seal)

Secretary

(7/21/98)

**RESOLUTION AUTHORIZING EXECUTION OF
WATER OR WASTE SYSTEM GRANT AGREEMENT**

WHEREAS, the **Three Affiliated Tribes**, McKenzie County, North Dakota, has applied for a grant from Rural Utilities Service, an Agency of the USDA, Rural Development mission area:

NOW, therefore, in order to comply with the requirements of Rural Utilities Service, it is hereby resolved by the Tribal Council of the **Three Affiliated Tribes** that the President and the Tribal Auditor grant the authority to and execute for and on behalf of the **Three Affiliated Tribes**, RUS Bulletin 1780-12, Water or Waste System Grant Agreement.

(SEAL)

Three Affiliated Tribes

By: _____

Tex G. Hall, Chairman

ATTEST:

By: _____

STATE OF NORTH DAKOTA)

) ss:

COUNTY OF MCKENZIE)

I, _____, the undersigned, as _____ of the **Three Affiliated Tribes**, Garrison, McKenzie County, North Dakota, do hereby certify that the within and foregoing Resolution is a true and correct copy of the original Resolution duly passed and adopted by the Tribal Council of the **Three Affiliated Tribes**, McKenzie County, North Dakota, at a meeting held on the _____ day of June, 2004, as shown by the official records of the minutes kept by me as Auditor of said meeting, and of the original Resolution now on file in my office as Auditor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the **Three Affiliated Tribes**, McKenzie County, North Dakota, and this _____ day of June, 2004.

(SEAL)

<i>For RD use only</i>
Type of assistance:
Case #:

CIVIL RIGHTS COMPLIANCE REVIEW PRE-AWARD CHECKLIST

NAME OF THE FACILITY OR PROJECT: _____

1. What is the **service area** [city/county(s)/state(s)] of this facility or project?

2. Who will be the **potential users or beneficiaries**?(group or geographic area, if appropriate)

3. What are the **ethnicity, race, and gender of the employees and board of directors?** (attach roster, if available)

4. Will all interested individuals be permitted to file an application for services? YES NO
5. Will recipient maintain adequate records on the receipt and disposition of applications, including a list of applicants wishing to become participants? YES NO
6. Does the location of the facility have the effect of denying access to any person on the basis of race, color, national origin, age, sex, or disability? NO YES (explain: _____)
7. Is (or will) the facility (be) accessible to persons with disabilities? YES NO N/A
8. Has a self-evaluation and transition plan for accessibility to persons with disabilities been developed for the facility? YES NO N/A
9. List the methods that will be used by the recipient to inform the community of the service or benefits of the facility. _____
10. If the loan or grant is obtained, will Equal Opportunity posters be displayed? YES NO
11. Will the project's written materials (ads, handbooks, brochures, etc.) have a non-discrimination statement or Equal Opportunity statement? YES NO
12. What efforts will be used to attract minorities, females, and persons with disabilities to the board of directors or advisory board? _____

13. Has the recipient had a finding of non-compliance by RD or another federal agency? YES NO
14. Has a complaint of discrimination been filed against the recipient in the past three years? YES NO
15. Is there any evidence of discrimination or potential discrimination involved in this project? YES NO

Information Provider: Tyrone H. Hall Title: Chairman Date: 7-9-04

SF-3881
ELECTRONIC FUNDS TRANSFER PAYMENT
ENROLLMENT FORM

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to the payee's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the ACH payment system.

PAYEE/COMPANY INFORMATION

NAME:		SSN. OR TAXPAYER ID NO.
ADDRESS:		
CONTACT PERSON NAME-		TELEPHONE NUMBER: ()

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER:	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER	
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL (Could be the same as the ACH Coordinator)	TELEPHONE NUMBER: ()

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY: USDA RURAL DEVELOPMENT/FARM SERVICE AGENCY	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
AGENCY CONTACT NAME: FISCAL CONTROL BRANCH	TELEPHONE NUMBER: (314) 539-2424
WAIVER REQUESTED FOR:	
FINANCIAL HARDSHIP <input type="checkbox"/> PHYSICAL DISABILITY <input type="checkbox"/> MENTAL DISABILITY <input type="checkbox"/> GEOGRAPHIC LOCATION <input type="checkbox"/>	

ASSURANCE AGREEMENT

The Three Affiliated Tribes of the Fort Berthold Indian Reservation
(name of recipient)

404 Frontage Road New Town ND 58763
(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. §1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 14.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
 - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
 - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
 - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
 - (b) As to any personal property acquired, or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation of this agreement the Government may at its option:
 - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, Three Affiliated Tribes of the Fort Berthold Indian Reservation on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Three Affiliated Tribes of the Fort Berthold Indian R
 _____ Recipient
 _____ Date
 7-9-04
 _____ Title
 Chairman

Attest _____

Title

Title




CERTIFICATION

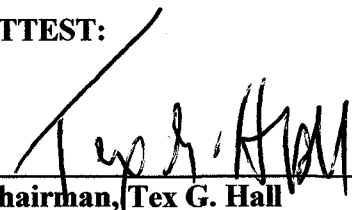
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 29TH day of June, 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 [] voting. [] not voting.

Dated this 29th day of June, 2004.

ATTEST:


Secretary, Randy Phelan
Tribal Business Council
Three Affiliated Tribes


Chairman, Tex G. Hall
Tribal Business Council
Three Affiliated Tribes