



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

*A Resolution entitled, "Approval of the Renewal – Law E Tech Compliance Project Management – Professional Consultant Contract from January 1, 2012 through September 30, 2012"*

- WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-Laws pursuant to said Act; and
- WHEREAS,** The Constitution of the Three Affiliated Tribe 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,** Article III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and
- WHEREAS,** The (TERO) Tribal Employment Rights Office of the Three Affiliated Tribes have developed a professional and licensed an official TERO website [www.mhatero.com](http://www.mhatero.com) which necessitates a maintenance and servicing of the Official TERO Website;
- WHEREAS,** The (TERO) Tribal Employment Rights Office of the Three Affiliated Tribes have become dependent on the electronic access by the "Covered Employers" providing services within the Fort Berthold Indian Reservation; namely for the Licensing and Certification processing in the Construction and Oil & Gas Development; and
- WHEREAS,** The (TERO) Tribal Employment Rights Office of the Three Affiliated Tribes have been more than satisfied with the Services provided by Law E Tech of Brandon, South Dakota and are hereby requesting the renewal of the Professional Consultant Contract; and
- WHEREAS,** The Law E Tech has provided the services for the TERO of the Three Affiliated Tribes for the last two fiscal years and have adequately performed the services as requested and the TERO Director hereby recommends the renewal the Professional Consultant Contract for calendar year 2012; and
- WHEREAS,** The Law E Tech shall provide specific project for the following Scope of Work stated in part the following: Scope of Work. The Contractor shall provide specific project for continued development of Law E Tech Compliance Project Management System, with addition of CMS Content Management System, with Native American Jobs Skill Bank services to the TERO of the Three Affiliated Tribe or (the "Supervisor").



- A. Content Management System the CMS Customized Content Management System will allow TERO of the Three Affiliated Tribe the ability to change their website with the admin backend. With the Admin Backend, the TAT TERO can add Files, Video's, Photo's or any content to website. All files will be downloadable from the Website.
- B. Compliance Project Management Solutions is the Compliance Arm. It functions as a very large electronic filing cabinet. The system will hold any or all information that TERO has about a contractor or a specific project. Streamlining the compliance process.
- C. Project Manager section that will allow TERO to track a project with the following features: Contract Award, TERO Fees, Contract Award Dollar Amount, Contract Proposed Start and End Dates, General Contractor Designation, Sub-Contractor (primary, secondary).
- D. Native American. Jobs is a job bank plug-in that appears within Tribal TERO's Current website. Through and with utilization of API technology all position's on by TERO of the Three Affiliated Tribe in the area show up directly on the TERO site.; and

**THEREFORE BE IT RESOLVED**, The Tribal Business Council of the Three Affiliated Tribes hereby formally approves the respective renewal of the Professional Consultant Contract with Law E Tech for a 9 month term beginning January 1, 2012 and ending on September 30, 2012 in the amount not to exceed \$45,000.00 for the term of the Contract; and

**BE IT FURTHER RESOLVED**, The total budget for this Contract is not to exceed \$45,000.00.

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**CONSULTANT CONTRACT  
BETWEEN THE THREE AFFILIATED TRIBES AND  
Law E Tech**

**1. PARTIES:**

Law E Tech, with a mailing address of 800 Quartz Ave, Brandon, South Dakota 57005 (605) 370-3310; a duly Certified Indian Contractor of Tribal Employment Rights Office and TERO Tribal Employment Rights office of the Three Affiliated Tribes, with a mailing address of 404 Frontage Road, New Town, North Dakota 58763 (701) 627-4781.

**THE PARTIES AGREE AS FOLLOWS:**

**2. CONTRACT PURPOSE:** The TERO Office and TERO Commission having reviewed the qualifications of the consultant, experience and abilities. The TERO Commission on June 8th, 2011 having made a motion and a second with a unanimous vote supporting the continuance of a contract with the consultant for said services. The Consultant is agreeable to providing such services to the TERO of the Three Affiliated Tribes on the terms and conditions set out in this contract.

**3. TERM OF CONTRACT:** The term of this Consultant Contract will begin on January 1st, 2012 and will remain in full force and effect until September 30th, 2012.

**4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:** Scope of Work. The Contractor shall provide specific project for continued development of Law E Tech Compliance Project Management System, with addition of CMS Content Management System, with Native American Jobs Skill Bank services to the TERO of the Three Affiliated Tribe or (the "Supervisor").

A. Content Management System The CMS Customized Content Management System will allow TERO of the Three Affiliated Tribe the ability to change their website with the admin backend. With the Admin Backend, the TAT Tribal TERO can add Files, Video's, Photo's or any content to website. All files will be downloadable from the Website.

B. Compliance Project Management Solutions is the Compliance Arm. It functions as a very large electronic filing cabinet. The system will hold any or all information that TERO has about a contractor or a specific project. Streamlining the compliance process.

C. Project Manager section that will allow TERO to track a project with the following features: Contract Award, TERO Fees, Contract Award Dollar Amount, Contract Proposed Start and End Dates, General Contractor Designation, Sub-Contractor (primary, secondary).

D. Native American Jobs is a job bank plug-in that appears within Tribal TERO's current website. Through and with utilization of API technology all position's on by TERO of the Three Affiliated Tribe in the area show up directly on the TERO site.

**5. WHERE SERVICES ARE TO BE PERFORMED:** The Services will be performed at the contractors primary office address and as deemed necessary at the TERO Office located at 304 Main Street, New Town, North Dakota.



## **6. COMPENSATION AND PAYMENTS:**

**EXPENSES:** The total budget for this 9 Month Consultant Contract is not to exceed \$45,000.00. Except upon prior authorization of the Three Affiliated Tribes, the Nation shall have no liability for fees or expenses that exceed the budget amount. The Contractor shall have no obligation to provide services or incur expenses in excess of such budget limitation. The Contractor will be compensated the Federal Mileage rate for all requested on site development and training. Training and onsite assisted support services shall be billed at a rate of \$350.00 per day including travel expenses. Customized coding for specific alterations to the software will be billed at an hourly rate of \$75.00 based on direction and approval from estimates provided by the TERO Director of the Three Affiliated Tribes.

## **7. INDEPENDENT CONTRACTOR:**

A. The Consultant assures the Tribe that the Consultant is an independent contractor providing services for the Tribe and that neither the Consultant nor any of the Consultant's employees, agents, sub-Consultants, etc. are employees of the Tribe under this Contract or any subsequent amendment or extension hereof. Consultant has no power or authority to act for, represent, or bind the Tribe any entity affiliated with the Tribe in any manner. Consultant and Consultant's employees are not entitled to any medical coverage, life insurance, or participation in any other benefits afforded to the Tribe's regular employees, or those of Tribe affiliated entities. If the Tribe or any of Tribe affiliated companies are required to pay or withhold any taxes or make any other payment with respect to fees payable to Consultant. Consultant will reimburse the Tribe or the entity in full for taxes paid, and permit the Tribe to make deductions for taxes required to be withheld from any sum due the Consultant.

B. The Consultant is solely responsible for assuring compliance with all legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the employment of any persons providing services to the Consultant or any of its sub-Consultants, under this Contract. The Consultant agrees that the Consultant shall indemnify the Tribe for any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing for resulting from, 1) the Consultant's failure to comply with this Contract, 2) from any ruling of any legal authority or claims by any sub-Consultant, employee or alleged employee of the Consultant, that the Consultant or a person the Consultant has held out to be his/her employee is an employee of the Tribe.

## **8. CONSULTANT NOT TO ENGAGE IN CONFLICTING ACTIVITIES:**

During the time of this Contract, Consultant will not enter into any activity, employment, or business arrangement that conflicts with the Tribe's interests or Consultant's status. The Tribe shall have the option of terminating this Contract at any time if in Tribe's sole judgment; a conflict of interest exists or is imminent. Consultant will advise the Tribe of Consultant's position with respect to any activity, employment, or business arrangement contemplated by Consultant that may be relevant to this Section. For this purpose, Consultant agrees to disclose any such plans to the Tribes prior to implementation.

## **9. WARRANTY THAT CONTRACT DOES NOT COMTEMPLA TE CORRUPT PRACTICES – DOMESTIC OR FOREIGN:**

Consultant represents and warrants that, (a) all payments under this Contract constitute compensation for services performed, and (b) this Contract and all payments, and the use of the payments by Consultant, do not and shall not constitute an offer, payment, or promise, or authorization of payments, and of any money or gift to

an office or political party of, or candidate for political office in, any jurisdiction within or outside the United States. These payments may not be used to influence any act or decision of any official, party, or candidate to use his, her or its influence with a government to affect or influence any act or decision of such government to assist the Tribe in obtaining, retaining, or directing business to the Tribe or any person or other corporate entity. As used in this paragraph, the term "official" means any officer or employee of a government, or any person acting in an official capacity for or on behalf of any government; the term "government" includes department, agency, or instrumentality of a government.

**10. FUNDING AVAILABILITY:**

The Consultant agrees and understands that this Contract is dependent upon available funding. In the event such funding expires or is reduced, this Contract may be terminated or modified by the Tribe at its sole discretion. Modification of the Contract includes, but is not limited to, reduction of the rates or amounts of consideration of the alteration of the manner of the performance in order to reduce expenditures under the Contract.

**11. TERMINATION OF CONTRACT:**

When terminated for cause by either party, this Contract may be terminated immediately upon written notice. Written notice shall be delivered to the addresses set forth under Paragraph 1 above. This Contract may be terminated without cause upon 60 days written notice to the other party. Any notice deadline shall be measured from the date the notice is posted and mailed.

**12. GOVERNING LAW:**

This Contract is subject to and shall be interpreted in accordance with the laws of the Three Affiliated Tribes.

**13. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES:**

The rights and duties under this Contract may not be assigned or delegated by either party without the prior written consent of the other.

**14. ENTIRE CONTRACT AND MODIFICATION:**

This Contract contains the entire Agreement between the parties. This Contract may not be modified except by later written Contract signed by both parties.

**15. INSURANCE & INDEMNIFICATION:**

The Consultant shall have insurance as required by the TERO Tribal Employment Rights Office as mandated by the Certified Indian Contractor requirements of the TERO ordinance of the Three Affiliated tribes of the Fort Berthold Reservation.

**16. JURISDICTION:**

This Contract was executed and is to be carried out on the Fort Berthold Indian Reservation. Any dispute arising under this Contract is subject to the jurisdiction of the Fort Berthold District Court.

**17. COMPLIANCE WITH APPLICABLE LAWS:**

The Consultant shall comply with all applicable Federal, State, and Tribal laws and regulations in performing this Contract. Consultant shall also comply with all of the Tribes policies, procedures and rules.

**18. LIAISON & CONTRACT SUPERVISION:**

Law E Tech; shall be under the Supervision of the Administrator of the TERO Tribal Employment Rights Office of the Three Affiliated Tribes.

**19. SEVERABILITY:**

It is understood and agreed by the parties hereto that if any term or provision of this Contract is held to be illegal, void or in conflict with any applicable Tribal, State or Federal law, the validity of the remaining terms and provisions shall not be affected. And the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**20. WAIVER:**

Waiver of any default, breach or failure to perform under this Contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not to be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

**21. SOVEREIGN IMMUNITY:**

Nothing in this contract shall be held, interpreted, construed or applied as a waiver of the sovereign immunity of the Three Affiliated Tribes, its elected officials, officers, agents or employees.


AGREED AND APPROVED:

CONSULTANT:

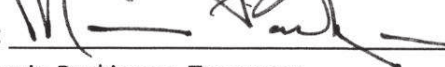
By:   
Kelvin Lawrence, Owner

2-22-12  
Date

THREE AFFILIATED TRIBES:

By:   
Ted G. Hall, Chairman

2-22-12  
Date

By:   
Mervin Packineau, Treasurer

2-22-12  
Date






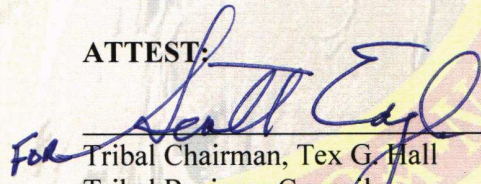
**CERTIFICATION**

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, 5 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 22<sup>nd</sup> day of February, 2012, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 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. [X] Not Voting.

Dated this 22<sup>nd</sup> day of February, 2012.

  
\_\_\_\_\_  
Tribal Secretary V. Judy Brugh  
Tribal Business Council  
Three Affiliated Tribes

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