



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

A Resolution Entitled: “Service Contract for Dr. Alden Big Man Jr.”

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, Article VI, Section 5 (1) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies; and

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes desires to execute a contract with Dr. Alden Big Man Jr. in the amount of \$100,000 under an approved Contract for Services to assist the Natural Resources and Solid Waste Division with special projects as outlined in the Task Orders of the Contract, under the supervision of the Natural Resources Administrator. Payment for Services shall be derived from the Natural Resources Project Budget 0132, and Solid Waste Division 0060.

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**MASTER SERVICE AGREEMENT BETWEEN
THE THREE AFFILIATED TRIBES AND
BIG MAN AND ASSOCIATES**

This contract is entered into on November 22, 2013, between the Three Affiliated Tribes, 404 Frontage Road, New Town, North Dakota 58763 (hereinafter "Tribe") and, Dr. Alden Big Man D.B.A as Big Man & Associates, (hereinafter "Consultant") Box 70, New Town, ND 58763

WITNESSETH:

Whereas, the TRIBE desires to secure certain professional services in connection with the Execution of certain projects within the Natural Resources Department. It is understood that the CONSULTANT has specialty expertise necessary to augment the TRIBES'S capabilities and the CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services for a variety of tribal realty survey projects.

NOW THEREFORE, the parties agree to as follows.

1. SCOPE OF WORK

This Contract establishes the general conditions for the term of the Master Services Agreement. The CONSULTANT shall furnish all the expertise and other resources necessary to complete all tasks as described in each individual Task Order issued by the TRIBE and agreed to by the CONSULTANT. The CONSULTANT'S services are intended to provide support and assistance to the TRIBE in connection with each Task Order. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and timely completion of its work.

Scope of Work

3. TERM OF CONTRACT

The term of this contract shall be for the period from December 15, 2013 through December 14, 2015, unless terminated sooner in accordance with the applicable provisions of this contract. By agreement of the TRIBE and the CONSULTANT, the term of this contract can be extended through an amendment of the Contract.

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

CONSULTANT shall render the following services to the Tribe:

Task 1 - Management of Solid Waste Program including direct supervision of employees in order to comply with required EPA standards under RCRA. Furthermore, the contract will include serving as a Liaison for the tribe between the BIA, IHS and Community Members to conduct meetings to improve Solid Waste program and to address and correct immediate needs.

Task 2 – Creation of a draft “Energy Industry Relations Protocol Manual” (EIRPM) to help all parties dealing directly with the Sovereign Nation of the Three Affiliated Tribes. The Manual will include a brief historical introduction intended to educate non-members on the history of the TAT Nation including land base, enrollment and culture. Below are some additional key elements that will be included in the EIRPM so Energy Industry Execs., subcontractors and other vendors will be able to navigate the MHA system utilized by the Three Affiliated Tribal Business Council.

- Defining the role of the Tribal Business council along with a Directory for all Energy related Programs and Tribal Segments
- Communicational Organizational Chart defining Tribal Agency Roles and Responsibilities, Signature Authorities, Reporting and all forms of Regulatory Compliance
- TERO ordinances, Permit Procedures
- Environmental Policies and Permit Procedures, Contact information
- THPO (Tribal Historic Preservation Office) Policy and Procedures, including Contact information
- ROW/Easement Policy and Procedures as put forth by the TAT Business Council
- Offset Rules and Regulations, and Contact Information
- Current Missouri River Resolutions as put forth and passed by the TAT Business Council
- Flaring Resolution
- All other Pertinent Tribal Resolutions

Task 3 – Interim Water Permitting policy (High Priority)

- Technical Review of current permits issued by the tribe.
- Technical assistance to Administrator in bringing applicants into compliance with Interim Water Permit Policy
- Technical Assistance and Review of New Applications
- Aquifer Monitoring Well Development, Engineering and Procurement

-Development of Tribal Water Well site inventories.

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Task 4 – Emergency Industry Disaster Response Protocols:

This task will include creating a manual identifying and classifying disaster protocols. The Consultant will work with the Natural Resources Administrator and the Homeland Security Coordinator and the Enforcement Team comprised of multiple tribal departments to create a Disaster Preparedness Manual for the Ft Berthold Reservation. The document will be used by Law Enforcement Agencies and Emergency Responders. Appropriate Call Trees and Identified Incident Command will be developed specific to incident type. Consultant will work with the Enforcement Team and Industry officials in facilitation of emergency drills for several types of incidence including major pipeline spill, compressor station fire, well head blow out or explosion, propane leak, hazardous chemical spill and other types of probable emergency incidence. This document is essential to the more efficient use of human resources and equipment in emergency coverage of the reservation.

Task 5 – Continue as Construction Manager for the New Solid Waste Building and inert pit and ensure it is operational by summer of 2014. This will include development of an educational component establishing a recycling program which will likely begin in K-5 classes that will have a cohort group to collect data as the education is implemented. The data will then be used to make necessary adjustments to the program and will soon encompass a reservation wide educational recycling program.

Task 6 – Create a TAT review sheet for Cultural Resource Inventories and Environmental Assessments Tracking system to ensure the tribe can complete appropriate comments before the designated time frame to ensure tribal resources are protected for future generations.

Task 7 – The Natural Resources lacks a traveling booth exhibit in which informational pamphlets, employment recruitment and other essential components are needed to have living presentation to introduce the TAT Natural Resources Department and its Agencies to the tribal and state public and the Energy industry. Consultant will design and procure media services to develop promotional and informational materials needed.

5. WHERE SERVICES ARE TO BE PERFORMED:

Services will be performed at the Ft Berthold Indian Reservation.

6. COMPENSATION AND PAYMENTS:

In consideration of the services to be performed the Consultant shall be paid by lump sum by Task Order, unless otherwise specified in an individual Task Order and shall not exceed the amounts specified in the Task Orders unless authorized in writing by the TRIBE. Should additional services be required that are outside the SCOPE OF WORK as specified in the individual Task Order, and that are approved in writing by the Tribes Natural Resources Administrator, the CONSULTANT shall be compensated in accordance with the rates specified in the Rate Schedule (Attachment A) that is attached to the Task Order. The total compensation under this Contract shall not exceed \$100,000 without written approval of the Tribe. Tribe will provide Consultant with sufficient office resources, specialized equipment and vehicle use in the performance of the contract.

7. INVOICING

The CONSULTANT will invoice the TRIBE monthly for each Task Order. Each invoice will be accompanied by a brief status report outlining the work completed during each invoice period. Invoicing will be based on the percentage completed for specific task outlined in each Task Order. Expenses will be reimbursed at costs outlined in the attached fee schedule.

8. 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 or 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 affiliated 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 or 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. GOVERNING LAW:

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

14. 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.

15. 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.

16. INSURANCE & INDEMNIFICATION:

Without limiting the CONSULTANTS'S indemnification of the TRIBE, CONSULTANT, shall at all times during the terms of this Contract and extended terms thereof, provide and maintain at its own expense, the following types of insurance protecting the interests of the TRIBE. 1. Automobile Liability Insurance in an amount not less than \$500,000 for any hired, owned or non owned vehicles used in performance of the work. 2. Professional Liability Insurance in amounts not less than \$500,000 insuring the CONSULTANT for professional errors or omissions in the performance of work under this agreement. If Requested by the TRIBE, CONSULTANT will provide Certificates of Insurance in form and content satisfactory to the TRIBE, evidencing coverage stated above.

17. 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.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with all applicable Federal, State, and Tribal (i.e. TERO) laws and regulations in performing this Contract. Consultant shall also comply with all of the Tribe's policies, procedures, and rules.

19. LIAISON & CONTRACT SUPERVISION:

The MHA Nation, Natural Resources Administrator shall be the supervisor over the Consultant and the Consultant's work.



MANDAN, HIDATSA & ARIKARA NATION
Three Affiliated Tribes * Fort Berthold Indian Reservation
404 Frontage Road * New Town, North Dakota 58763-9402

DATE: December 1, 2013

TO: James Grinnell, Human Resource Director

FROM: Claryca Mandan, Natural Resources Administrator

Live Signature: Claryca Mandan

RE: Temporary Appointment- Dr. Alden Big Man
Title: Interim Solid Waste Director
Rate of pay: \$45.00 pr hr.
Effective: Dec 1, 2014
Location: Solid Waste Program, New Town
Background Check completed: **yes**
Background Check favorable or unfavorable:

The Natural Resources Department is requesting an additional (90) day temporary appointment of Dr. Alden Big Man as (Director) of Solid Waste Program). The position has been advertised for 90 days with no applicants. Due to the critical public health threat, management and supervision of the Solid Waste division is required until construction of new facility is completed and the position is permanently filled.

The Natural Resources Department would like to make this appointment effective December 1, 2013. If you have any concerns or questions please contact me at (701) 421-6184. Thank you for your time and consideration.

Concurrence:

Tex "Red Tipped Arrow" Hall
Tex "Red Tipped Arrow" Hall, Chairman
Tribal Business Council

1-10-14
Date

**SERVICE CONTRACT
BETWEEN THE THREE AFFILIATED TRIBES AND Dr. Alden Big Man**

1. PARTIES:

This contract is between the Three Affiliated Tribes, with a mailing address of 404 Frontage Road, New Town, North Dakota 58763 (701) 627-4781 and Alden Big Man, PO Box 70 New Town ND PH: Soc Sec

THE PARTIES AGREE AS FOLLOWS:

2. **CONTRACT PURPOSE:** Dr. Big Man will be responsible to the MHA Nations Administrator of Natural Resources and to produce and publish an Energy Industry Relations Reference Manual on behalf of the MHA Nation Natural Resource Department and its agencies.
3. **TERM OF CONTRACT:** This contract begins Dec 1 2013 and ends on June 30th 2014. The term may be modified or renewed upon mutual consent of both parties.
4. **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:**

Consultant shall render the following services to the Tribe:

1. Provide technical support to the MHA Nation Natural Resources Administrator in the compilation, writing, and publication of an Energy Industry Reference Manual (Guide Book) to help all Industry executives, subcontractors and vendors doing business within the boundaries of the Sovereign Nation of the Three Affiliated Tribes. The Manual will describe industry protocols, contain directories and basic information to assist the industry in navigating tribal requirements. The Reference Guide will also contain a brief historical introduction intended to educate non-members on the history of the TAT Nation including land base, enrollment and culture and variance in land base. Below are the key additional elements that will be included in the Guide Book.
 - Defining the role of the Tribal Business Council and its Committees along with a Directory for all Energy related Programs and Tribal Segment information.
 - Communicational Organizational Chart, defining tribal agency roles and responsibilities.
 - TERO Ordinances, Permit Procedures

- Environmental Code, Permit Procedures, Compliance Reporting and Contact Information
- THPO (Tribal Historic Preservation Office) Policy, Procedures, Contact Information, and Contract Monitors.
- ROW/Easements Requirements as Adopted by the Tribal Business Council and Tribal Easement Program Services
- Offset Ordinances
- Current Missouri River Resolutions
- Flaring Resolution
- Man Camp Resolution
- All other Pertinent Tribal Resolutions

5. **WHERE SERVICES ARE TO BE PERFORMED:** The Services are to be rendered within the boundaries of the Ft Berthold Indian Reservation with primary duty station being the Natural Resources Department, Tribal Administration headquarters.

6. **COMPENSATION AND PAYMENTS:** Dr. Alden Big Man is to be compensated \$100 per hr with a cap of no more than \$10,000 dollars in the execution of this contract.

7. **EXPENSES:** The Three Affiliated Tribes shall bear the expense of all reasonable and customary costs in the execution of the services rendered. The Tribe shall bear the costs of all associated expenses for tribally owned equipment utilized in the execution of this contract. The Tribe will provide for the contractors use, office space, supplies, communications equipment, and bear the cost of publication for the performance of this contract. Contractors mileage for use of own vehicle will be reimbursed at the standard tribal rate.

8. **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 affiliated entity in full for taxes paid, and permit the Tribe to make deductions for taxes required to be withheld from any sum due to Frankie Lee 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.

9. 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.

10. 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.

11. 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.

12. TERMINATION OF CONTRACT:

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13. GOVERNING LAW:

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

14. 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.

15. 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.

16. INSURANCE & INDEMNIFICATION:

Contractor agrees to maintain the proper licenses, authorities and insurance appropriate to cargo and transport of tribal solid waste. Contractor will indemnify and hold harmless the Tribe for any unknown or unforeseen events related to exposure to hazardous or radioactive waste.

17. 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.

18. 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.

19. LIAISON & CONTRACT SUPERVISION: **Supervision** for this contract will be provided by the Environmental Division Director or his designate along with concurrence from the Natural Resources Administrator.

20. 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.

22. 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.

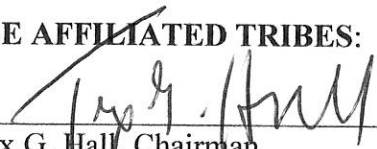
AGREED AND APPROVED:

CONSULTANT:

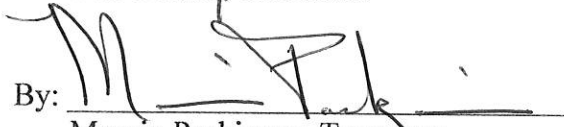
By _____

_____ Date

THREE AFFILIATED TRIBES:

By: 
Tex G. Hall, Chairman

1-9-14
Date

By: 
Mervin Packineau, Treasurer

1-9-14
Date




CERTIFICATION

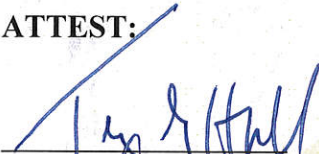
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 9th day of January, 2014, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 1 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 9th day of January, 2014.



Executive Secretary V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

ATTEST:


Chairman Tex G. Hall
Tribal Business Council
Three Affiliated Tribes