



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

A Resolution Entitled: "Approval of Consultant Contract with Law E Tech of Brandon, South Dakota"

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 and By-laws of the Three Affiliated Tribes was adopted by membership of the Tribes on May 15th, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior; 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 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, The MHA DOT wishes to contract the services of Law E Tech to provide software development services for monitoring of truck traffic on the Fort Berthold Indian Reservation.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby approves the consultant agreement (attached) with Law E Tech pursuant to the attached Consultant Agreement; and

NOW BE IT FINALLY RESOLVED, the total compensation for the Consultant Agreement with Law E- Tech not to exceed \$50,000.00.

**CONSULTANT CONTRACT
BETWEEN THE THREE AFFILIATED TRIBES, MHA DOT 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 the MHA Department of Transportation, with a mailing address of 306 Main Street, New Town, North Dakota 58763.

THE PARTIES AGREE AS FOLLOWS:

- 2. CONTRACT PURPOSE:** The MHA DOT having utilized Law E Tech for the past years in the capacity of Software Development and the firm having developed a customized solution and satisfactorily fulfilling the contract obligations. MHA DOT requests software to track truck traffic on the Three Affiliated Tribes Reservation. The Consultant is agreeable to providing such services to the designated programs of the Three Affiliated Tribes on the terms and conditions set out in this contract.
- 3. TERM OF CONTRACT:** The term of this Contract will begin on May 15th 2014, and will remain in full force and effect until May 15th 2015.
- 4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT: Scope of Work.** The Contractor shall provide GPS Innovations, our value proposition is very clear: we help companies with vehicle and/or equipment assets to improve safety, reduce costs and better manage their fleet. We achieve this through our range of Smarter Fleet Solutions, which blends the latest telematics & electronics technology with state-of-the-art wireless communications capabilities. 3 clear objectives which are very important to our clients (and may be just as important to you): 1. Safer: improve driver safety by highlighting dangerous or un-safe driving behavior before it becomes a problem. 2. Greener: our driver feedback systems and fuel economy reporting will assist to reduce fuel costs and carbon emissions. 3. Leaner: technology solutions should only ever be implemented if they can reduce costs, improve productivity and create efficiencies. Utilizing GPS as a technology-based partner which connects you with vehicles and people as often (or little) as you desire. Information generated gives you a real-time 'finger on the pulse' view of how vehicles/people/assets are behaving and/or performing. There are various business problems that our solutions solve for our clients:

- Verify employee/consumer movements in real-time
- Verify attendance, arrival and departure at a particular location
- Automatically collect precise vehicle performance information
- Reduce vehicle and business operating expenses
- Improve productivity and efficiency of mobile employees
- Report on historical information and events
- Automate data collection and remove time-consuming manual data entry (e.g. Log Book).

5. SOFTWARE OWNERSHIP:

Contractor has been hired to develop and code the software described. Upon completion and payment of services rendered. The Three Affiliated Tribe shall be the owner of the customized code written for the development of the system. Any additional updates and maintenance will be separate. Any request for the code to be transferred will be honored upon receiving and in a timely manner.

6. COMPENSATION AND PAYMENTS:

EXPENSES: The total budget for this Agreement is \$75,000.00. Except upon prior authorization of the Three Affiliated Tribe, the Nation shall have no liability for fees or expenses that exceed the budget amount for the development of the software. Any Hardware that would be required to run the software or GPS Tracking devices located in individual trucks would be the responsibility of the owner, and is not included with this contract. 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 separate from the contract amount and at a rate of \$750.00 per day including travel expenses.

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 entities 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. All work product must be delivered to MHA DOT at the termination of this contract.

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 MHA Tribal Employment Rights Office as mandated by the Certified Indian Contractor requirements of the MHA DOT ordinance of the Three Affiliated tribes of the Fort Berthold Reservation. Contractor agrees to indemnify and hold harmless the Three Affiliated Tribes of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, or relating to the work of Contractor.

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(s) of the MHA DOT 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. INTELLECTUAL PROPERTY:

Any and all work product developed in whole or in part by Consultant in connection with the services or otherwise developed by Consultant in performance of this this contract will be the exclusive property of the Three Affiliated Tribes.

22. SOVEREIGN IMMUNITY:

Nothing in this Consultant Agreement shall be construed, held or interpreted as a waiver of the sovereign immunity of the Three Affiliated Tribes, its officials, agents or assigns.

AGREED AND APPROVED:

CONSULTANT:

By _____
Kelvin Lawrence, Owner

Date

THREE AFFILIATED TRIBES:

By: _____
Richard Hall, MHA DOT Administrator

Date

By: _____
Tex G. Hall, Chairman

Date

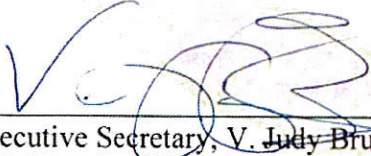


CERTIFICATION

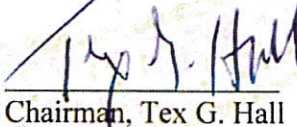
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the tribal Business Council is composed of seven (7) members of whom five (5) constitute a quorum, 7 were present at a Special-Budget Meeting thereof duly called, noticed, convened and held on the 12th day of June, 2014, 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 12th day of June, 2014.



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

ATTEST:


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