



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

A Resolution entitled, “Approval of White Shield Segment Senior Apartment Complex Construction Contract – White Shield Segment and Dakota Territory Custom Homes pursuant to prior authorization”

WHEREAS, The Three Affiliated Tribes (the “MHA 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 MHA Nation 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 MHA Nation 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 MHA Nation provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council; and

WHEREAS, Article VI, Section 5(c) of the Constitution of the MHA Nation specifically authorizes and empowers the Tribal Business Council to administer funds within the exclusive control of the Tribes; and

WHEREAS, Tribal Business Council through prior action dated March 22, 2012 approved \$3,000,000.00 to the White Shield Segment for the “210 Homes” Allocation”; and

WHEREAS, The White Shield Segment desires to utilize this allocation for the proposed White Shield Senior Apartment Complex Project.

NOW, THEREFORE, BE IT RESOLVED that the Tribal Business Council of the Three Affiliated Tribes hereby approves the (Attached) Contract with Dakota Territory Custom Homes to construct the White Shield Senior Apartment Complex Project; and

BE IT FURTHER RESOLVED, the total amount approved under this Contract shall be \$1,838,644.00 which shall include a down payment upon execution of 25% of the total contract price.

PROFESSIONAL SERVICES CONTRACT
BETWEEN THE Three Affiliated Tribes BY AND THROUGH the White Shield Segment,
Mr. Fred Fox, Segment Council Representative, AND
Dakota Territory Custom Homes

1. PARTIES:

Dakota Territory Custom Homes with a mailing address of 3803 Valcartier St. Bismarck ND 58503 (605) 370-3310; and the Three Affiliated Tribes, White Shield Segment , ATTN: Mr. Fred Fox, White Shield Segment Council Representative whose office is located at 404 Frontage Rd New Town, North Dakota 58763.

THE PARTIES AGREE AS FOLLOWS:

- 2. CONTRACT PURPOSE:** The White Shield Segment through its represented officials have through a carefully thought out design/build process and having utilized the contractor in the past for housing satisfactory White Shield has selected Dakota Territory Development for the General Construction Contract, and development of the White Shield Senior Housing Complex to be located in White Shield ND, in a designated location.
- 3. TERM OF CONTRACT:** The term of this Contract will begin upon signing and will remain in full force and effect until completion and final inspection. It is anticipated that a move in date in late October or Early November. An entire construction schedule will be provided prior to start.
- 4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR/COMPANY:** *Scope of Work.* Dakota Territory Custom Homes will custom build the floor plan agreed upon by the White Shield Segment and that of which is attached to this contract. The final plans and specifications have been approved by our plant engineer. Included will be a turnkey package for the Segment.
- 5. Proposal Outline Included: Attached is the description.**

Dakota Territory Development will provide all of the on-site works for the completion of the White Shield Segment Senior Apartments. Including the Basements, Water/Sewer/Electrical. All of these will be completed prior to final inspection. Coordinated with designated official., Mr. Larry Turjillo and Ms. Linda Gonzales as representatives for the Segment..

- 5. WHERE SERVICES ARE TO BE PERFORMED:** The building of the houses will occur at the plant in Madison South Dakota. The on-site work we will perform on the designated locations.

6. COMPENSATION AND PAYMENTS:

EXPENSES: The total amount for this Agreement is \$1,838,644.00 for the White Shield Segment Senior Apartment Complex. We require 25% down payment prior to starting work. Additional payments for the contract will adhere to the construction schedule and work completed. Five (5%) percent of the overall contract will be retained by the Segment and released upon final inspection by the Segment's representative.

7. INDEPENDENT CONTRACTOR:

- A. Dakota Territory Custom Homes assures the Tribe that the Company is an independent contractor providing services for the Tribe and that neither the Company nor any of the Company's employees, agents, sub-Contractors, etc. are employees of the Tribe under this Contract or any subsequent amendment or extension hereof. Company has no power or authority to act for, represent, or bind the Tribe any entity affiliated with the Tribe in any manner. Contractor and Contractor'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 Contractor/Company. Contractor/Company 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 Contractor/Company.

- B. The Contractor/Company and its sub-Contractors are 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 Contractor or any of its sub-Contractors, under this Contract. The Contractor/Company agrees that the Contractor/Company shall indemnify the Tribe for any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing for resulting from, 1) the Contractors failure to comply with this Contract, 2) from any ruling of any legal authority or claims by any sub-Contractor, employee or alleged employee of the Contractor, that the Contractor or a person the Contractor has held out to be his/her employee is an employee of the Tribe.

8. CONTRACTOR/COMPANY NOT TO ENGAGE IN CONFLICTING ACTIVITIES:

During the time of this Contract, Contractor/Company will not enter into any activity, employment, or business arrangement that conflicts with the Tribe's interests or Contractor/Company'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. Contractor/Company will advise the Tribe of Contractor/Company's position with respect to any activity, employment, or business arrangement contemplated by Contractor/Company that may be relevant to this Section. For this purpose, Contractor/Company 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:

Contractor/Company represents and warrants that, (a) all payments under this Contract constitute compensation for contractual services performed, and (b) this Contract and all payments, and the use of the payments by Contractor/Company, 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 Contractor/Company 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. GOVERNING LAW:

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

12. 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.

13. 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.

14. INSURANCE & INDEMNIFICATION:

The Contractor/Company shall have insurance as required to protect the value of the homes. Insurance will continue until final payment and approved inspection by the White Shield Segment. At which time we will notify the Three Affiliated Tribes that we will release our insurance and the Three Affiliated Tribes will then be required to insure its own assets, in this case the Safe Haven Homes.

15. 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.

16. COMPLIANCE WITH APPLICABLE LAWS:

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

17. LIAISON & CONTRACT SUPERVISION:

Dakota Territory Custom Homes; shall be under the Supervision of the Project Supervisor as designated by the committee.

18. 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.

19. 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.

20. SOVEREIGN IMMUNITY:

Nothing in this Agreement shall be held, interpreted or construed as a wavier of the Sovereign Immunity of the Three Affiliated Tribes, its officials, officers, agents and/or assigns.

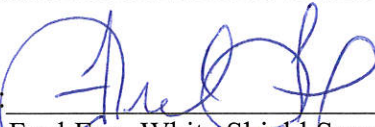
AGREED AND APPROVED:


CONTRACTOR/COMPANY:

By _____
Kelvin Lawrence, Owner

Date

THREE AFFILIATED TRIBES:

By:  _____
Fred Fox, White Shield Segment Rep.
Three Affiliated Tribes

 _____
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 26th day of August, 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 26th day of August, 2014.

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

ATTEST:

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