



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

A Resolution Entitled: "Approval of the Consultant Agreement with KAT Communications of Bismarck, North Dakota, 58501"

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 Mandan, Hidatsa, and Arikara Department of Transportation wishes to contract the services of KAT Communications to provide training and program development.

NOW THEREFORE BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby approves the consultant agreement with KAT Communications of Bismarck, North Dakota, pursuant to the attached Consultant Agreement; and

NOW BE IT FURTHER RESOLVED, the total compensation and expenses for the Consultant Agreement with KAT Communications shall not exceed \$30,000.00 without express written consent of the Tribal Business Council.

(Certification page to follow)



1025 N. 3rd Street, Ste. 1 Bismarck, ND 58501

888 571.5967 FREE
701 250 5166 FAX

CONSULTANT and NONDISCLOSURE AGREEMENT

This is an Agreement, effective March 13th, 2015 between KAT Communications, Inc., with headquarters at 1035 North 3rd Street, Bismarck ND (KAT) and the Mandan Hidatsa Arikara Department of Transportation (MHADOT) by its Director Richard Hall, 9710 Highway 23, New Town, ND 58763.

WITNESSETH:

WHEREAS, KAT is in the business of providing Program Development, Project Management, Training and Consulting Services; and

WHEREAS, the MHADOT desires to employ KAT services in the future program development of MHADOT services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. STATEMENT OF WORK

KAT agrees to perform professional consulting services in the area of program development and training services through the issuance of Statement of Work (Attachment A). Other Statements of Work may be presented to KAT during the Term of this Agreement from time to time in response to changing requirements. If accepted by KAT, such Statements of Work may be attached to this Agreement by the issuance of a subsequent Change Order.

KAT warrants to the MHADOT that any required professional services will be performed competently and in accordance with the standard of care usually and reasonably expected in performance of such services and with applicable MHADOT standards.

2. TERM OF AGREEMENT

This engagement shall terminate six (6) months from the date of signing. This agreement may be extended for additional periods to meet requirements by express written agreement between the consultant and the Tribal Business Council.

Consultant and Non-Disclosure Agreement
KAT Communications

3. LIAISON

The MHADOT's representative responsible for the technical administration of the work to be performed by KAT shall be Richard Hall, MHA DOT Director, or such other individual who may be designated by MHADOT from time to time.

4. FEES AND PAYMENT

KAT will be compensated at a rate of \$125 per hour for consulting services and \$40 per hour for administrative services completed in the performance of work identified within Statement of Work (Attachment A). Authorized travel (including time spent while in travel mode), out-of-pocket expenses, and other non-hourly authorized expenses incurred by KAT will be reimbursed to KAT by the MHADOT. The MHADOT shall pay only for actual, documented expenses incurred by KAT at fair and reasonable rates. Travel shall be reimbursed in accordance with Government travel regulations and generally accepted practices.

KAT shall bill the MHADOT for services performed hereunder. Monthly invoices for services and expenses shall be submitted. The invoice will contain a reasonably detailed description of the work performed, the amount of billable time expended, and any receipts or other documentation supporting reimbursable expenses as previously approved. Compensation for the work performed and billed under this Agreement shall not exceed the amount of \$30,000 (thirty thousand dollars) without the consent of the Tribal Business Council.

Each invoice submitted by KAT under this Agreement shall contain the following information:

- a. Project/Charge Number: **14-MHADOT-1959**
- b. Invoice number and date
- c. Period of Performance for which the invoice was submitted,
- d. Personnel, by labor category title, who have worked under this Agreement with the number of hours worked in each category on a current and cumulative basis
- e. Total labor costs on a current and cumulative basis

Invoices shall be submitted to the MHA DOT, New Town, ND 58763. The MHADOT shall pay amounts due pursuant to such invoices within thirty (30) calendar days from the receipt of an acceptable invoice. An initial payment of \$5000 will be due at signing of contract and shall be applied to the last invoice rendered for services under this Consultant and Nondisclosure Agreement.

This contract cannot exceed \$30,000.00 without the express written consent of the Tribal Business Council.

5. INDEPENDENT CONTRACTOR

The parties acknowledge that KAT is an independent contractor, shall not be deemed an employee or agent of the MHADOT and shall have no authority to make any commitments on behalf of MHADOT or to bind the MHADOT in any way. KAT has executed Attachment C "Disclaimer on Employee Benefits".

KAT shall indemnify the MHADOT against all liability and loss in connection with, and shall assume responsibility for, payment of all due federal, state, and local taxes or contributions as required under employment insurance, social security, and income tax laws with respect to KAT engaged in the performance of this Agreement.

In accordance with Federal Law, the MHADOT shall submit to the Internal Revenue Service an annual Form 1099 statement of income for all payments made to KAT. The Contractor will execute "Release from Liability for Tax Withholding", Attachment B, and will be made part of this Consulting Agreement.

6. CONFIDENTIAL INFORMATION

It is contemplated that pursuant to the rendering of services hereunder, information and data of a confidential and/or proprietary nature may be disclosed to KAT. Such information and data includes, but is not limited to, all past, present, and/or future plans, provisions, designs, forms, formats, procedures, methods, and other information relating to the MHADOT's technology, technical data, product patent, and copyright data, know how, research and development data and programs, rates, financial data, legal data, marketing data, and other technical and business data. KAT agrees to accept such data in confidence, not to disclose such data to others and to refrain from using such data for purposes other than as directed hereunder by MHADOT.

KAT shall not in any manner advertise the fact that it has been furnished, or contracted to furnish, MHADOT the services herein specified without first obtaining the prior consent of the MHADOT. KAT shall not disclose any details in connection with this Agreement to any party except as may be otherwise provided.

Due to KAT's potential access to sensitive MHADOT data, KAT agrees not to disclose any such information in any way, shape, or form.

Upon termination or expiry of this Agreement, KAT shall cease use of all Confidential Information received from the MHADOT and shall upon request, return all such Confidential Information, including copies thereof and information derived there from, then in its possession or control belonging to the MHADOT.

Alternatively, upon written request from the MHADOT, KAT shall destroy all such Confidential Information, copies thereof and information derived there from, and shall provide the MHADOT with a written certification of such destruction.

Termination of this Agreement for any reason shall not affect the rights or relieve

Consultant and Non-Disclosure Agreement
KAT Communications

the Parties of any obligation to preserve Confidential Information in confidence which was received prior to termination.

7. RECORDS AND REPORTS

All materials, reports, studies, findings, and other information produced, collected, created, or written in the performance of this Agreement, hereinafter called "Subject Data", shall be the sole property of the MHADOT. KAT agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Subject Data.

The MHADOT, may publish, duplicate, use, and disclose in any manner and for any purposes, all Subject Data collected or created under this Agreement.

KAT shall not publish or reproduce such Subject Data in whole or in part in any manner or form, nor authorize others to do so, without the written consent of MHADOT. KAT agrees not to intentionally or knowingly include any material, which violates copyrights, proprietary rights, or rights of privacy or any libelous or other unlawful matter in any data published, translated, reproduced, or delivered under this Agreement.

8. DELIVERABLES

See requirements specified in the Statement of Work (Attachment A).

9. COVENANT NOT TO COMPETE

Under this Agreement, KAT will be in a position in which it may have intimate and complete knowledge of operations, products, services, trade secrets and marketing contacts of MHADOT that allow the MHADOT to effectively compete in its business. As such, KAT hereby agrees that it will not directly or indirectly, either as principal, agent, employee, representative or in any other capacity during this Agreement, and for a term of one year after termination, engage in any business where compensation would result from the utilization of the operations, products, services, trade secrets or marketing contacts of the MHADOT.

KAT represents that there is no conflict of interest between the performance of this Agreement and employment by others. In the event KAT believes that there is presently any such conflict, or any such conflict arises during this Agreement or extension thereof, KAT will advise the MHADOT immediately.

10. COMPLIANCE WITH GOVERNMENT REGULATIONS

KAT shall comply with all applicable regulations of the United States Government including, but not limited to, Government Security Regulations. All terms and provisions which are required by Governmental law or regulation to be included in contracts or agreements of this nature are hereby incorporated herein by reference,

Consultant and Non-Disclosure Agreement
KAT Communications

and KAT will perform all acts required thereby as if KAT were under a direct contract obligation to the United States Government.

GOVERNING LAW:

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

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.

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.

11. INDEMNIFICATION

KAT agrees to defend, indemnify, and hold the MHADOT harmless from all damages and liabilities, including reasonable attorney's fees, claimed against MHADOT based upon the negligence, misrepresentations, or breach of covenants contained herein of KAT, or any of KAT's employees or agents, in providing services pursuant to this Agreement.

12. TERMINATION

It is understood and agreed that any or all assignments issued pursuant to this Agreement, or the Agreement itself, may be terminated by either party with advance written notification only under the following conditions:

- a. Whenever the MHADOT or KAT mutually determines that such termination is in their best interest.
- b. Whenever KAT is unable to perform required services because of illness, incapacity and circumstances beyond his control or other legitimate reasons acceptable to MHADOT.

Upon termination, there exist no further duties or obligations on the part of either party toward the other, except for those duties and obligations specifically set forth in this Agreement and those in the Section 18 on Survival. Payment will be made to KAT for work performed up to and including the actual termination date.

**CONSULTANT CONTRACT
BETWEEN THE THREE AFFILIATED TRIBES AND
Prairie Resources Capital Management LLC / Leslie Morsette**

1. PARTIES

This contract is between the Three Affiliated Tribes, 404 Frontage Road, New Town, North Dakota 58763 (hereinafter "Tribe") by and through its Fort Berthold Rural Water, 308 Four Bears Complex, New Town, ND 58763 (hereinafter "FBRW") and Prairie Resources Capital Management LLC / Leslie Morsette (hereinafter "Consultant") of PO Box 1258, New Town, ND 58763.

THE PARTIES AGREE AS FOLLOWS:

2. CONTRACT PURPOSE:

The purpose of this Contract is: Support the development of new USDA Rural Development projects and internal accounting services for FBRW.

3. TERM OF CONTRACT

The term of this contract shall be extended for the period of February 1, 2015 through September 30, 2015. The Parties agree that Consultant has previously performed work for FBRW under its direction and Consultant shall be compensated for said work under the terms of this agreement immediately upon execution of this Contract.

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

Consultant shall render the following services to the Tribe: Support and technical services to develop FBRW internal accounting services.

5. WHERE SERVICES ARE TO BE PERFORMED:

Services will be performed at: onsite and at Consultant's offices.

6. COMPENSATION AND PAYMENTS:

In consideration of the services to be performed the Consultant shall be paid the following:

- A. \$5,000.00 per month, for the period of February 1, 2015 thru September 30, 2015 as agreed to by the parties.

The total compensation for this Contract shall not exceed \$42,000.00 without prior written approval by the Tribe and FBRW.

7. EXPENSES:

Consultant shall be allowed reimbursable expenses with supporting documentation for expenses incurred in performance of this Contract.

8. INDEPENDENT CONTRACTOR:

A. The Consultant assures the Tribe/FBRW that the Consultant is an independent contractor providing services for the Tribe/FBRW and that neither the Consultant nor any of the Consultant's employees, agents, sub-Consultants, etc. are employees of the Tribe/FBRW under this Contract or any subsequent amendment or extension hereof. Consultant has no power or authority to act for, represent, or bind the Tribe/FBRW or any entity affiliated with the Tribe/FBRW 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/FBRW.

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/FBRW 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/FBRW 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:

None.

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 Fort Berthold Rural Water Director shall be the supervisor over the Consultant and the Consultant's work.

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.

21. 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.

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: Prairie Resources Capital Management LLC

By _____
Leslie Morsette, President Date

THREE AFFILIATED TRIBES:

By _____
Maynard Demaray, Director,
Fort Berthold Rural Water Date

CONCURRED:

By: Mark N. Fox
Mark N. Fox
Chairman Date

By: _____
Mervin Packineau
Treasurer Date

13. ASSIGNMENT

KAT may not assign this Agreement nor shall KAT delegate any rights or duties hereunder without the prior written consent of the MHADOT.

14. FORCE MAJEURE

Neither KAT nor the MHADOT shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

15. INSURANCE

KAT will carry liability insurance relative to any service that they perform for the MHADOT.

16. SEVERABILITY

The term "this Agreement", as used herein, includes any future written amendments, modifications, attachments or supplements made in accordance herewith, and in written agreement between both parties. If any of the provisions or portions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted, and the remainder of this Agreement shall continue in full force and affect. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

17. ENTIRE AGREEMENT

Both parties acknowledge that they have read this Agreement and Attachments, understand it, and agree to be bound by its terms, and further agree that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

This Agreement supplements without superseding, any other agreements between the parties, relating to nondisclosure of MHADOT proprietary information and non-competition agreements.

18. SURVIVAL

KAT agrees that if this Agreement expires, or is terminated, the promises and covenants of Paragraphs 5, 6, 9, and 10 shall out live this Agreement and remain in effect in perpetuity.

Attachment A

Statement of Work

KAT SERVICES

Consultation services will be provided in the area of MHADOT's customer service, transport registration, and motor vehicle registration.

Initial services will focus on the identification and recommendation of strategies for customer awareness and education of the MHADOT department and processes. Such consultation will include a review of the process and flow of the registration process (both physical location and as indicated within the website). Initial review indicates the following will be reviewed:

MHA DOT webpage

The goal of the webpage is to have applicants achieve successful registration on the first visit, thus reducing multiple office interactions and reducing the number of calls. The webpage will be analyzed for its ability to help customer's successfully obtain an MHADOT registration and MHADOT TERO permit.

Reception Area of the MHADOT office

Review of the MHADOT physical office for recommendations to increase efficient customer flow through the office and the MHADOT processes.

Transport Registration

Data Entry

Provide recommendations for the data entry services to ensure all hard copy files (approx. 36,000 files) are loaded into temporary electronic folders that can be transitioned into a permanent working data entry system.

Data Entry System

Work with Registration Specialist to develop recommendations for the implementation a customized data entry system. The system will be used to manage 'initial', 'renewal', 'additions', and 'other' applications that include: vehicle registration information including Vehicle Identification Numbers (VINS); insurance certificates (MHADOT is a certificate holder); manages payment and credit; issues a hard copy transportation permit; provides a MHADOT TERO permit; also must accommodate lease arrangements; annual renewals; overload permits; record data user; inter-agency capability; prepare reports for the Tribal Business Council. It must also be developed to allow for future connections with Tribal Court to research outstanding citations and traffic tickets from Tribal Court and MHA DOT Highway Patrol.

Motor Vehicle Registration

Work with Registration Specialist to develop recommendation for a customized data entry system. The system will be used to manage motor vehicle registration according to the Tribal Code.

Attachment B

Release from Liability for Tax Withholding

KAT represents itself as an Independent Contractor and not employed by MHADOT, and as such agrees that MHADOT is not responsible for any withholding of Federal and State Income Tax, FICA Tax, or applicable for unemployment insurance tax. KAT releases MHADOT from any liability in regards to pension plan or person benefits under Section 414CN of the Internal Revenue Code or any other provisions of law.

KAT represents that he is filing the necessary tax statements with the Internal Revenue Service and making all required payments as appropriate.

Signature:

Theresa Snyder 4-15-2015
Candace Muggerrud *on behalf* Date
CFO *Candace*
KAT Communications, Inc. *Muggerrud*

Attachment C

Employee Benefits Disclaimer

KAT hereby disclaims and renounces any and all claims to employee related benefits, either present or future, which include, but are not limited to; pension benefits, health care benefits, stock options, stock grants, FICA matching benefits and vacation benefits.

AGREED AND UNDERSTOOD

Signature:

Theresa Snyder on
Candace Muggenud
CFO
KAT Communications, Inc.
behalf of
Candace
Muggenud

April 15, 2015
Date

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned.

Theresa Snyder on behalf of Candace Mugggerud
Candace Mugggerud
CFO
KAT Communications, Inc.

Richard Hall
Richard Hall
Director
Mandan Hidatsa Arikara
Department of Transportation

April 15, 2015
Date

3-17-15
Date

Tax ID#: 45-043-1175

Mark N. Fox
Mark N. Fox
Chairman Three Affiliated Tribes

Mervin Packineau
Mervin Packineau
Treasurer Three Affiliated Tribes

4/16/15
Date



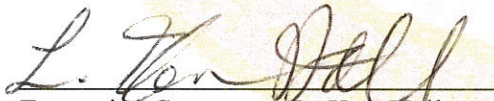
CERTIFICATION


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 Regular Meeting thereof duly called, noticed, convened and held on the 13th day of March, 2015, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 7 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 13th day of March, 2015.

ATTEST:


Executive Secretary: L. Ken Hall
Tribal Business Council
Three Affiliated Tribes


Chairman: Mark Fox
Tribal Business Council
Three Affiliated Tribes