



**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 Fox and Hawk of Roseglen, North Dakota, 58775"

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 Fox and Hawk to provide information technology services.

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

NOW BE IT FURTHER RESOLVED, the total compensation and expenses for the Consultant Agreement with Fox and Hawk shall not exceed \$50,000.00 without express written consent of the Tribal Business Council.

(Certification page to follow)



Three Affiliated Tribes
Fort Berthold Reservation
Mandan, Hidatsa and Arikara Tribes
Department of Transportation

**CONSULTANT CONTRACT
BETWEEN THE THREE AFFILIATED TRIBES, MHA DEPARTMENT OF
TRANSPORTATION AND
Fox and Hawk, 10 E North 1st Street, Roseglen, ND
58775 (701) 337-6086**

1. PARTIES

This contract is between the Three Affiliated Tribes, MHA Department of Transportation, with a mailing address of PO Box 1693 New Town ND 58763 (701) 627-2838 and Fox and Hawk with a mailing address of 10 E North 1st Street, Roseglen, ND, 58775.

2. CONTRACT PURPOSE:

The purpose of this Contract is Consultant to provide services to the MHA Nation's Department of Transportation, (hereinafter "MHA DOT").

3. TERM OF CONTRACT:

The term of this contract shall be for 1 (one) year commencing on the date signed by the parties.

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

To collaborate, implement, install, configure and integrate Information Technology creating and developing Database Software and implementation of installing new MHA DOT internal Computer Server and creating a MHA DOT network, along with creating web server, accounting server, database server, MS Exchange Server, and Firewall that will continue to be upgradable. Consultant will network all computers, printers, laptops and in addition install a High Definition Surveillance system in the existing building.

Furthermore, will create and/or update MHA DOT website and design. Will provide updated MHA DOT regulations, ecommerce, file, database and any other additions to current or new website.

5. WHERE SERVICES ARE TO BE PERFORMED: New Town, ND

6. COMPENSATION AND PAYMENTS: \$50,000



7. EXPENSES: Travel, Equipment, and Miscellaneous expenses not to exceed proposed amount of \$50,000. Consultant shall be reimbursed for any additional adds, moves, or changes in service and/or additional equipment requested by MHA DOT subject to prior approval by the Tribal Business Council.

8. INDEPENDENT CONTRACTOR:

- A. The Consultant assures the Tribe that the Consultant is an independent contractor providing services for the Tribe and the 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 an Consultant's employees are not entitled to any medical coverage, life insurance, or participation in any other benefits afforded to the Tribes 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 may any other payment with respect to fees payable to Consultant. Consultant will reimburse the Tribe or the affiliated entity in full for taxes paid, an 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.

9. CONSULTANT NOT TO ENGAGE IN CONFLICTING ACTIVITITES:

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 CONTEMPLATE 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 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 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 30 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 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 laws and regulations in performing this Contract. Consultant shall also comply with all of the Tribes policies, procedures and rules.

19. LIAISON & CONTRACT SUPERVISION:

The Consultant shall be under the supervision of MHA DOT Director.

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



Three Affiliated Tribes
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Department of Transportation

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:

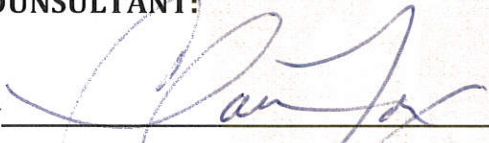
Waiver of any default, breach or failure to perform under this Contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not to be construed to be a modification of the terms of this Contract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

22. SOVEREIGN IMMUNITY:

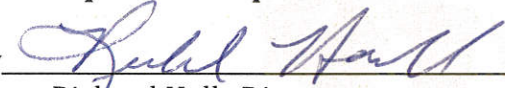
Nothing in this Consultant Agreement shall be construed, held or interpreted as a waiver of the sovereign immunity of the Three Affiliated Tribes, its officials, agents or assigns.

AGREED AND APPROVED.

COUNSULTANT:

By 

MHA Dept. of Transportation:

By 
Richard Hall, Director

THREE AFFILIATED TRIBES:

By 
Mark Fox, Chairman

By 
Mervin Packineau, Treasurer



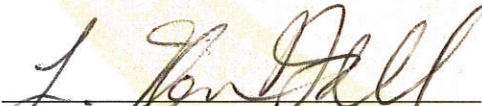
CERTIFICATION


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 6 members, 0 members opposed, 0 members abstained, 1 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