



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

A Resolution entitled, "Authorization for a Consultant Contract between the Three Affiliated Tribes and The Language Conservancy."

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 Tribes 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, The Three Affiliated Tribes, MHA Education Department, and the K-12 school systems that reside within the boundaries of the Fort Berthold Indian Reservation desire to revitalize, preserve, and teach the Mandan, Hidatsa, and Arikara languages; and

WHEREAS, The Language Conservancy of Bloomington, Indiana has submitted a proposal Phase 2 to undertake task of revitalization, preservation, and the education of the Mandan, Hidatsa, and Arikara languages; and

WHEREAS, The Tribal Business Council has reviewed the proposal, now formally approves the attached agreement with The Language Conservancy to complete the aforementioned project.

THEREFORE BE IT RESOLVED, The Tribal Business Council of the Three Affiliated Tribes hereby formally approves the Professional Services Contract with The Language Conservancy of Bloomington, Indiana to implement Phase 2 of the consultant contract within the boundaries of the Fort Berthold Indian Reservation; and

BE IT FURTHER RESOLVED, The total cost for the contract including travel shall not exceed \$473,386.00.00 unless approved in writing by the Tribal Business Council; and

BE IT FINALLY RESOLVED, the Tribal Chairman and the MHA Education Department are authorized to execute this Professional Services Contract on behalf of the Tribe.

**MASTER SERVICE AGREEMENT BETWEEN
THE THREE AFFILIATED TRIBES AND
THE LANGUAGE CONSERVANCY.**

This contract is entered into on March 27, 2015, between the Three Affiliated Tribes, 404 Frontage Road, New Town, North Dakota 58763 (hereinafter "Tribe") and, The Language Conservancy (hereinafter "Consultant") 2620 N Walnut Ste 810 Bloomington, IN, 47404.

WITNESSETH:

Whereas, the TRIBE desires to secure certain professional services in connection with the execution of development of a language curriculum for the K-12 school systems that reside within the boundaries of the Fort Berthold Indian Reservation. 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 Mandan, Hidatsa, and Arikara language curriculum.

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 the consultant agreement. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and timely completion of its work.

2. TERM OF CONTRACT

The term of this contract shall be for the period of March 27, 2015, through July 31, 2016, 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.

3. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

CONSULTANT shall render the following services to the TRIBE as described in the Phase 2 Project Proposal, including: Development and creation of teaching materials including textbooks, Aps, audio CDs, flashcards and other necessary materials; provide comprehensive and professional teacher training on and off the Fort Berthold Indian Reservation; provide multimedia language assessments to all students in participating schools; and Mandan, Hidatsa, and Arikara language outreach to educate parents, children and the general public about the importance of the initiative to save the languages.

4. WHERE SERVICES ARE TO BE PERFORMED:

Services will be performed at the Fort Berthold Indian Reservation.

5. COMPENSATION AND PAYMENTS:

The total compensation under this Contract shall not exceed \$473,386.00 without written approval of the Tribe.

6. INVOICING

The Consultant will invoice the Tribe for an initial payment of 50% of the total contract upon execution of the contract. The remaining 50% shall be due upon receipt of the final work product.

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 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.

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.

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:

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.

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

18. LIAISON & CONTRACT SUPERVISION:

The MHA Nation Education Department Administrator shall be the supervisor over the Consultant and the Consultant's work.

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. 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.

22. INTELLECTUAL PROPERTY

The Tribe owns perpetual exclusive rights to any and all materials created by the Consultant under the terms of this contract. The Tribe strictly prohibits the use of any of the materials without its express written consent.

AGREED AND APPROVED:

CONSULTANT:

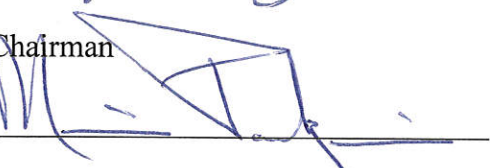
By  4/16/2015
Date

THREE AFFILIATED TRIBES:

By  Herse, Records Manager 4/14/2015
Date

CONCURRED:

By:  4/16/2015
Date

Chairman
By:  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, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 16th day of April, 2015, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of - 6 members, 1 members opposed, ___ members abstained, ___ members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [x] Voting. [] Not Voting.

Dated this 16th day of April, 2015.

ATTEST:


Tribal Secretary L. Kenneth Hall
Tribal Business Council
Three Affiliated Tribes


Tribal Chairman, Mark N. Fox
Tribal Business Council
Three Affiliated Tribes