



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

A Resolution Entitled: "A Resolution to Retain the Services of Corey Sanders to be a Consultant for the Planning & Grants for Upcoming Fiscal Year 2016"

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, 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 Three Affiliated Tribes have incurred substantial financial costs associated with oil revenue being down and has created a burden on the programs budgets for the Three Affiliated Tribes, and the upcoming Fiscal Year 2016 grants would help supplement these Three Affiliated Tribes programs; and

WHEREAS, The Consulting services to be performed shall be paid at \$35 per hour and not to exceed \$25,000. Mileage and per diem shall be reimbursed upon the prevailing GSA approved rate. The term of the contract shall be for the period of June 1, 2015 thru June 1, 2016 and the option for extending the term of the contract for other forms of assistance to the Three Affiliated Tribes may be considered.

THEREFORE BE IT FURTHER RESOLVED, The Three Affiliated Tribes hereby retains the services of Corey Sanders to provide grant writing consulting services to the Chairman's Office and the Planning and Grants Department to assist in writing and submitting the upcoming Fiscal Year 2016 grants.

THEREFORE BE IT FURTHER RESOLVED, That the Chairman is hereby authorized to sign all documents necessary to execute this resolution for the contract with Corey Sanders.

1. PARTIES

This contract is between the Three Affiliated Tribes, with a mailing address of 404 Frontage Road, New Town, North Dakota 58763 (701) 627-8100 and Corey Sanders, 9590 Route 14, Mandaree, ND 58757 (701) 759-3446.

THE PARTIES AGREE AS FOLLOWS:

2. **CONTRACT PURPOSE:** The purpose of this Contract is for the Consultant to provide: Assistance to the Three Affiliated Tribes Tribal Business Council, designated Tribal Staff, and other Tribal Consultants in drafting, refining, and preparing Application documents that will result in the transmission of a final electronic submittal to the upcoming grants in the Fiscal Year 2015 Competitive Grant Announcement. Also, will assist with Domestic Violence in the monitoring and other technical assistance that may be needed with other Three Affiliated Tribes programs.
3. **TERM OF CONTRACT:** The term of this contract shall commence on the date of execution through April 1, 2016. An option for extending the term of the Contract for other forms of assistance to the Three Affiliated Tribes may be considered. Any extension must be approved by the Three Affiliated Tribes' Tribal Business Council in writing.
4. **DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:** Discuss with designated Tribal Staff and other Consultants via telephone or email and in person, as necessary, the status of initial Tribal efforts in preparing the upcoming FY 2015 grants for law enforcement, sexual assault program, ICDBG, energy, and environmental. Review available Department of Justice and Grants Management System published notices, regulations, samples, forms, etc. to provide response to questions by Tribal Staff and other Consultants. Review and assist in revising draft documents submitted by Tribal Programs staff that are responsive to the DOJ and GMS Content Instructions and the Application Review Rating System. Assist in the consolidation of the Program's requests for funding under the FY 2015 grants in compliance with the Electronic Submittal Process.
5. **WHERE SERVICES ARE TO BE PERFORMED:** Services will be performed as determined by the Chairman of the Three Affiliated Tribes and Chief Executive Officer of the MHA Nation.
6. **COMPENSATION AND PAYMENTS:** In consideration of the services to be performed the Consultant shall be paid \$35.00 per hour. The total compensation shall not exceed \$25,000 without the express written consent of the Tribal Business Council.
7. **EXPENSES:** The consultant shall be reimbursed for mileage, lodging, and per diem at the prevailing GSA approved rate.
8. **INDEPENDENT CONTRACTOR:** 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 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.

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 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.

10. THAT CONTRACT DOES NOT COMTEMPLATES 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 or the alteration of the manner of the performance in order to reduce expenditures under the

Contract.

12. **TERMINATION OF CONTRACT:** 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 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 mutual written agreement by the parties.
16. **INSURANCE & INDEMNIFICATION:** None.
17. **JURISDICTION:** 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 Tribes applicable policies, procedures and rules.
19. **LIAISON & CONTRACT SUPERVISION:** The Chief Executive Officer of the MHA Nation shall designate administrative oversight for the functions of the Consultant.
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 Agreement shall be construed as a waiver of the Sovereign Immunity of the Three Affiliated Tribes, its officials, its officers, agents or assigns.

AGREED AND APPROVED

CONSULTANT:

By: _____
Corey Sanders

Date

CHAIRMAN:

By: _____
Mark N. Fox
Chairman

Date

TREASURER:

By: _____
Mervin Packineau
Treasurer

Date



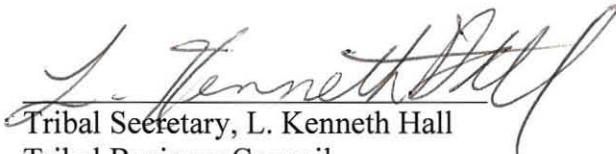
CERTIFICATION

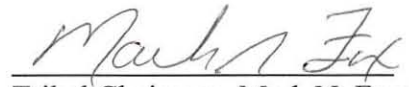
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 7 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 27th day of May 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 [X] voting. [] not voting.

Dated this 27th day of May 2015.

ATTEST:


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


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