



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

**A Resolution Entitled, “*Authorizing an MOU with the BLM for a road in Townships
148N R95, Township 148N R96W and Township 149N R95W*”**

WHEREAS, The Mandan Hidatsa and Arikara Nation (MHA Nation), also known as the Three Affiliated Tribes, having accepted the Indian Reorganization Act of June 18, 1934, the authority under said Act, and having adopted a Constitution and By-laws under said Act, and

WHEREAS, Pursuant to Article III, Section 1 of its Constitution and By-Laws, the Tribal Business Council is the governing body of the MHA Nation; and

WHEREAS, Pursuant to Article VI, Section 5(1) of said Constitution, the Tribal Business Council has the power to adopt Resolutions regulating the procedures of the Tribal Business Council, its agencies and officials; and

WHEREAS, An access road was built to access the southeastern part of the tribal buffalo ranch in Townships 148N R95, Township 148N R96W and Township 149N R95W; and

WHEREAS, The access road crosses multiple parcels owned by the United States and managed by the Bureau of Land Management (BLM); and

WHEREAS, BLM is requesting the Tribe enter into an MOU for the maintenance and use of the existing road; and

WHEREAS, The Tribal Business Council finds it appropriate to enter into this agreement with the BLM concerning the existing road.

NOW THEREFORE BE IT RESOLVED, The Tribal Business Council authorizes and approves the attached MOU with the BLM to cover the use and maintenance of the existing road in Townships 148N R95, Township 148N R96W and Township 149N R95W;

BE IT FINALLY RESOLVED, That the Chairman is authorized to execute the MOU and take such action as is necessary to carry out the terms and intent of this Resolution.

NDM 110734
COOPERATIVE ROAD MANAGEMENT AGREEMENT
BETWEEN
BUREAU OF LAND MANAGEMENT
AND
THREE AFFILIATED TRIBES

THIS AGREEMENT, made in duplicate and entered into this _____ day of June, 2019, under authority of Section 307(b) of the Federal Land Policy and Management Act of 1976, as amended (Pub. L. 94-579, 43 U.S.C. 1737) by and between the UNITED STATES OF AMERICA, acting by and through the Department of the Interior, Bureau of Land Management, Montana State Office, Montana/Dakotas District Office, North Dakota Field Office, hereinafter called "BLM", and the THREE AFFILIATED TRIBES OF THE FORT BERTHOLD RESERVATION, under authority of its Constitution and Bylaws hereinafter called "TAT":

WITNESSETH:

WHEREAS, BLM administers and manages certain lands and roads owned or controlled by the United States within the area known as Figure 4 Ranch, Dunn County, North Dakota, as identified on Exhibit A; and

WHEREAS, TAT owns, administers, manages, or controls certain lands and roads within the said Figure 4 Ranch, and it is necessary that TAT cross over lands administered, managed, or controlled by BLM in order manage TAT's lands, and to remove scoria and other improvements related to the reclamation of the former War Pony operations located on TAT lands within the Figure 4 Ranch; and

WHEREAS, BLM and TAT mutually desire to enter into an agreement providing for the use and maintenance of certain existing roads as identified on Exhibit A;

NOW, THEREFORE; the parties hereto agree as follows:

ARTICLE I

1.01 Without payment of user fees, TAT or its agents or licensees, may use the roads identified on Exhibit A, within the Figure 4 Ranch and to the extent BLM has authority to allow such use.

1.02 The free uses authorized are for all lawful and non-commercial purposes incident to the administration, management, use, and disposal of the lands and resources of TAT. Any uses by third persons for private commercial purposes are not permitted without prior written authorization from the BLM.

1.03 All roads covered by this agreement shall be maintained in satisfactory condition for use. Any damage caused by TAT or its agents or licensees to the roads, land, or other

resources managed by BLM, will be repaired, restored, reclaimed, or otherwise resolved at the discretion of the BLM. TAT agrees to bear the costs of all reasonable expenses under this provision.

1.04 This agreement expires three years after its effective date in the first paragraph. This agreement may be renewed by written mutual consent of both parties.

1.05 This agreement may be terminated by operation of law, by mutual written consent, or by 90 days prior written notice by either party to the other.

ARTICLE II

2.01 Legal Limitations: Nothing in this Agreement shall be construed as binding either party to perform beyond their respective legal authorities.

ARTICLE III

3.01 Addresses – Notices: For all purposes of this Agreement the addresses of the parties shall be as follows, unless written notice of change of address is given as required herein:

BLM: Bureau of Land Management
North Dakota Field Office
99 23rd Avenue West, Suite A
Dickinson, North Dakota 58601

TAT: Three Affiliated Tribes
404 Frontage Road
New Town, ND 58763

Notices and written statements required by this Agreement shall be deemed to have been duly given by one party to the other upon the mailing thereof, postpaid, to the party entitled thereto at the above addresses or at such other addresses as may from time to time be designated pursuant to this paragraph.

3.02 Modification and Amendment: This agreement may at any time be modified, amended, or supplemented in writing upon mutual consent of the parties hereto.

The parties hereto have caused this Agreement to be executed as of the date signed by the BLM below.

Three Affiliated Tribes Date

Printed Name: Mark Fox
Title: Chairman

Loren C. Wickstrom Date

North Dakota Field Manager
Bureau of Land Management



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 9th day of May, 2019, 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 9th day of May, 2019.

ATTEST:

Tribal Secretary, Fred W. Fox
Tribal Business Council

Tribal Chairman, Mark N. Fox
Tribal Business Council