

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

- WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS, The Constitution and Bylaws of the Three Affiliated Tribes charges the Tribal Business Council of the Three Affiliated Tribes to protect and preserve the property, wildlife and natural resources of the Tribes; and
- WHEREAS, The White Shield Community desires that a recreation site be developed on the S $\frac{1}{2}$ SW $\frac{1}{4}$  of Sec. 15, T147N R88W, containing approximately 64 acres to be used as a public park; and
- WHEREAS, White Shield Community has agreed to supply the picnic tables, picnic shelters, grills and sanitation facilities for the recreation site; and
- WHEREAS, The U.S. Corps of Engineers will agree to provide a separate lease to the Three Affiliated Tribes for the above described project area to be managed by the Three Affiliated Tribes; and
- WHEREAS, The Natural Resources Department agrees to cooperate with the White Shield Community and provide manpower and direction for the institution of the recreation site; and

NOW THEREFORE BE IT RESOLVED, That the Tribal Business Council hereby authorizes the Natural Resources Department to proceed with all activities necessary to obtain the lease from the U.S. Corps. of Engineers and to institute the Recreation site.

BE IT FURTHER RESOLVED, That the Tribal Business Council Resolution No. 78-88 be rescinded. Attached.

C E R T I F I C A T I O N

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 Council is composed 11 members of whom 7 constituting a quorum, 9 were present at a Regular meeting, thereof duly called, noticed, convened, and held on the 10 day of April, 1981; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 9 members 0 members opposed, 0 members abstained, 0 members not voting and that said resolution has not been rescinded or amended in any way.

Chaireman (voting) (~~not voting~~)

Date this 10 day of April, 1981.

Billie Walker  
Secretary, Tribal Business Council

ATTEST:

Arvin H. Dierker  
CHAIRMAN, Tribal Business Council

THREE AFFILIATED TRIBES  
INDIAN CONTRACT PREFERENCE ORDINANCE

1. COVERAGE:

The guidelines shall be binding on all existing and future employers operating within the exterior boundaries of the Fort Berthold Reservation (hereinafter the "Reservation"). "Employer" means any person, company, contractor, subcontractor or other entity that is located or otherwise engaged in work on the Fort Berthold Reservation and that employs one or more people. "Employer" does not include federal, state, county or other governmental agencies. It does include any contractor or subcontractor that is engaged in work on the Reservation. An employer is engaged in work on the Reservation if one or more of it's employees spend time performing work within the exterior boundaries of the Reservation.

Where a covered employer has already agreed to give preference to Indians in a contract or other document, these guidelines shall define the specific obligations of that employer assumed in such agreement. The TERO reserves the right to phase in the requirements set out in these guidelines by first applying them to selected types of employers.

2. PUBLICATION:

The obligation of all employers to comply with tribal employment rights' requirements shall be made known to all existing and future employers. All bid announcements issued by any tribal, federal, state or other private or public entity shall contain a statement that the successful bidder will be obligated to comply with these guidelines and that a bidder may contact this office to obtain additional information.

Those agencies responsible for issuing business permits for the Reservation or otherwise engaged in activities involving contact with prospective employers on the Reservation shall be responsible for informing such prospective employers of their obligations under these guidelines. Within one month of the effective date of these guidelines, the TERO shall send copies of the guidelines to every employer presently operating on the Fort Berthld Reservation by certified mail. It shall be the responsibility of the TERO to send copies of any amendment or revision of the guidelines to all covered employers.

3. SPECIFIC INDIAN PREFERENCE OBLIGATIONS OF COVERED EMPLOYERS:

A. Minimum Numerical Goals and Timetables for the Employment of Indians

The TERO will establish the minimum number of Indian persons that each employer must employ on it's work force during any year that it's employees work on the Reservation in order for the employer to be in compliance with it's Indian preference obligations. The numerical goals shall be set for each craft, skill area, job classification, etc., used by the employer and shall include administrative, supervisory and professional categories. The goals shall be expressed in terms of manhours of Indian employment as a percentage of total manhours of Indians working on the employer's work force in that job classification. The goals shall be realistic and shall be based on surveys of the available Indian manhour pool and of projected employment opportunities.

For new employers, the goals shall be established for the entire work force. The employer shall meet with the TERO as much as needed before it actually begins work. The employer shall provide the TERO with a list of the precise number and kinds of employees it projects it will need and this information will be published in a flyer by the

Tribal Employment Rights Office. The TERO shall then set specific goals and timetable for that employer after considering any special factors or circumstances that the employer wishes to present. The employer shall incorporate the goals into it's plan for complying with the guidelines (as provided for in paragraph 5 of these guidelines), and shall agree in writing to meet those goals. An employer who fails to provide such written statement will not be permitted to commence work on the Reservation. For existing employers on the Reservation, the goals shall be a percentage of the new employees projected to be employed during the forthcoming year by that employer. The employer shall agree to said goals in writing and they shall be incorporated into the Plan provided for in paragraph five.

For new and existing employers, the goals shall be reviewed by the TERO at least once a year and shall be revised as necessary to reflect changes in the number of Indians available or changes in the employer's hiring plans. Each employer shall submit monthly reports to the TERO on a form provided by that office. The monthly reports should indicate the number of Indians on it's work force, how close it is to meeting it's goals, monthly hirings & firings and other information. An employer who fails to submit monthly reports in a timely manner shall be subject to the sanctions provided for in these guidelines.

Each employer shall meet it's minimum goals for the employment of Indians or shall demonstrate that it has made the best effort possible to meet these goals. The TERO shall have the right to issue a notice of non-compliance any time during the year the TERO has reason to believe that the employer is not meeting or is not making an effort

in good faith to meet it's goals based on reports submitted by the reports submitted by the employer and other evidence. Upon receipt of such notice, an employer shall be entitled to a hearing as provided for in paragraph seven of these guidelines. The burden shall be on the TERO to demonstrate that an employer has failed or is failing to meet it's goals. If the TERO determines that the employer has failed to meet it's goals, the burden shall then shift to the employer to demonstrate that it made it's best effort to meet it's goals. An employer who is found to be out of compliance because it failed or is failing to meet it's goals and who is unable to demonstrate that it made a best effort to do so, shall be subject to sanctions provided for in paragraph eight of guidelines.

B. Training

All employers, as requested by the TERO, shall participate in training programs to assist Indians become qualified in the various job classifications used by the employer. Employers engaged in construction shall employ the maximum number of trainees or apprentices possible. The ratio of trainees to fully qualified workers shall be set by the TERO after discussions with the employer. For construction projects, the number shall be no less than the minimum ratio established by the Department of Labor and generally shall be greater. Where an employer is not presently participating in a Labor Department program, the Tribe shall make a best effort to bear a part of the cost.

C. Job Qualifications and Personnel Requirements

An employer may use no job qualification criteria or personnel requirement which serves as a barrier to the employment of Indians and which is not required by business necessity. The burden shall be

on the TERO to demonstrate that a criteria or personnel requirement is a barrier to Indian employment. If a criteria or personnel requirement is found to be a barrier by the TERO, the burden will then be on the employer to demonstrate that a criteria or personnel requirement is required by business necessity. If the employer fails to meet this condition, he will be required to eliminate the criteria or personnel requirement at issue. Employers shall also make reasonable accommodations to the religious beliefs of Indian workers. In implementing these requirements, the TERO shall be guided by the principles established by the Equal Employment Opportunity Commission (EEOC) guidelines, particularly 29 CFR Part 1604 through 1607. However, the TERO retains the right to go beyond the EEOC principles in order to address employment barriers that are unique to Indians.

Where the TERO and employer are unable to reach agreement on the matters covered in this paragraph, a hearing shall be held as provided for in paragraph seven shall be held. The director shall make a determination on the issues and shall order such actions to bring the employer into compliance with this paragraph as he deems necessary. The employer may appeal the decision under the procedures provided for in paragraph nine.

D. Tribal Hiring Hall

The employer may recruit and hire workers from whatever sources are available to him and whatever process he so chooses, provided that he may not hire a non-Indian until he has given the TERO reasonable time to locate a qualified Indian. For the purposes of this section, "reasonable time" shall be defined as follows: For construction jobs, the TERO shall have 48 hours to locate and an additional 12 hours to refer

a qualified Indian. For all other kinds of employment, the TERO shall have five working days. However, the TERO shall consider waivers of these time periods upon a showing by the employer that such time periods impose an undue burden on the employer.

Any non-Indian worker found to be employed in a job which was not first cleared through this hiring hall procedure shall be subject to summary removal from the job by the TERO and the employer shall be subject to a fine of \$500 for each violation. The employer is entitled to a hearing and appeal in accordance with the provisions of paragraph seven and nine of the guidelines.

E. Counseling and Support Programs

The TERO, in conjunction with other tribal and federal offices, will provide counseling and other support services to Indians employed by covered employers to assist such Indians retain employment. Employers shall be required to cooperate with such counseling and support services.

F. Preference in Subcontracting to Tribal and Indian-owned Firms

Employers shall give preference in the award of subcontractors to tribally-owned and other Indian-owned firms and enterprises. An Indian-owned firm is one that qualifies as such under the BIA Self-Determination regulations. The TERO shall maintain a list of such firms and the employer shall make use of said list. Employers shall not be required to take any extraordinary measure on their own to identify or locate Indian-owned enterprises.

G. Layoffs

In all layoffs and reductions in force, no Indian worker shall be terminated if a non-Indian worker in the same craft is still employed. The non-Indian shall be terminated first so long as the Indian meets

the threshold qualifications for the job. Further, if the employer lays off by crews, qualified Indians shall be transferred to crews that will be retained so long as there are non-Indians in the same craft employed elsewhere on the job-site.

#### H. Promotion

The employer shall give Indians preferential consideration for all promotion opportunities and shall encourage Indians to seek such opportunities. For all supervisory positions filled by non-Indians, the employer shall file a report with the TERO stating what Indians, if any, applied for the job, the reasons why they were not given the job and what efforts were made to inform Indian workers about the opportunity.

#### I. Summer Students

Indians shall be given preference in the hiring of summer student help. The employer shall make every effort to promote afterschool, summer and vacation employment for Indian youth.

#### 4. SUBCONTRACTORS:

The Indian preference requirements contained in these guidelines shall be binding on all subcontractors of covered employers, regardless of tier, and shall be deemed a part of all resulting subcontract specifications. The employer shall have the initial and primary responsibility for insuring that all subcontractors comply with these requirements and the TERO reserves the right to impose sanctions on the employer as well as on the subcontractor if the subcontractor fails to comply.

#### 5. COMPLIANCE PLANS:

From the effective date of these guidelines, no new employer or existing employer may commence work on



employer may commence work on any new project on the Reservation until it has met with the TERO and developed an acceptable plan for meeting it's obligations under these guidelines.

6. REPORTING AND ON-SITE INSPECTIONS:

Employers shall submit reports and other such information as requested by the Tribal Employment Rights Office. Employees of the TERO shall have the right to make on-site inspections during regular working hours in order to monitor an employer's compliance with these guidelines. Employees of the TERO shall have the right to inspect and copy all relevant records of an employer or subcontractor, to speak with workers on the job site and to engage in similar investigatory activities. All information collected by the TERO shall be kept confidential unless disclosure is required during a hearing or appeal as provided for in paragraphs 7, 9 and 10 of these guidelines.

7. COMPLIANCE AND HEARING PROCEDURES:

If the Director of Tribal Employment Rights Office believes an employer (including subcontractor) has failed to comply with any of the requirements set out in these guidelines, he will notify the employer in writing specifying in detail the alleged violation(s). The employer shall comply with the requirements of due process but will not be bound by the formal rules of evidence. The employer shall be entitled to present evidence and to call witnesses to demonstrate that the employer has complied with the requirements of these guidelines or that the employer made the best possible effort to do so and therefore should not be subject to sanctions. The Director shall have the right to subpoena witnesses and documents, to put witnesses under oath, to call witnesses and present evidence in the Tribes' behalf,

and to take other steps as necessary to insure a fair and complete hearing on the issues. The Director shall determine whether or not the employer complied with it's Indian preference requirements on the basis of the evidence presented at the hearing and the information collected by the TERO. If the Director determines that the employer is out of compliance and has not made an effort to comply, the Director shall impose one or more of the sanctions provided for in paragraph 8 of these guidelines as he deems appropriate and shall order the employer to take such corrective action as is necessary to remedy any harm done to the Tribe or to individual Indians by the employer's non-compliance. The Director shall send written notice of the decision to the employer.

#### 8. SANCTIONS

In the event that an employer is found to be out of compliance with the requirements of these guidelines, the Tribal Employment Rights Office shall be entitled to impose any or all of the following sanctions as is deemed appropriate after considering such mitigating factors as the employer's effort to comply and it's effort to remedy any harm done by it's non-compliance:

- a. Impose monetary fines.
- b. Suspend the employer's operation until corrective action is taken or a plan for corrective action is developed.
- c. Terminate the employer's operation.
- d. Prohibit the employer from engaging in any future operations on the Fort Berthold Reservation.
- e. Require the employer to remove certain workers and/or hire certain workers.
- f. Provide back pay, employment, promotion, training and/or other relief to Indians who were affected by the employer's non-compliance.
- g. Require the employer to make such changes in it's procedures or policies as is necessary to comply with these requirements.

9. APPEALS:

The employer shall have the right to appeal any decision of the TERO Director to the Fort Berthold Tribal Court. An appeal must be filed within twenty (20) days after receipt of notice of the Director's decision. The TERO Director shall represent the interest of the Three Affiliated Tribes during the appeal.

10. INDIVIDUAL COMPLAINT PROCEDURE:

An Indian, group of Indians or representatives of a class of Indians, who believe that an employer has failed to comply with these guidelines, or who believe that they have been discriminated against by a covered employer because they are Indian, may file a complaint with the Tribal Employment Rights Office. Persons may file whether or not they can show that they were personally harmed by the employer's non-compliance. Upon receipt of a complaint, the TERO shall conduct an investigation of the charge and shall attempt to achieve an informal settlement in the matter. If voluntary conciliation cannot be achieved, the TERO Director shall hold a hearing on the matter, make a determination on the validity of the charge and shall order such relief as is necessary to compensate or make whole any Indian who was harmed by the employer's non-compliance or discriminatory behavior. The decision shall be in writing and shall be sent to all parties concerned.

Either party shall have the right to appeal the decision of the TERO Director to the Tribal Court as provided for in paragraph 9. Such appeal must be filed within 20 days after receipt of the decision notice from the Director. In contracting the hearing provided for in this paragraph, the Director shall have the same powers and shall be bound by the same requirements as those set out in regard to the hearing provided in paragraph 7 of these guidelines.

GENERAL DEVELOPMENT PLAN AND PROGRAM

Real Property for Public Park and Recreational Purposes

Project Name: White Shield Public Park  
Location : 64 acres of land above the elevation  
1850 M.S.L. in the S $\frac{1}{2}$ SW $\frac{1}{4}$  of Sec. 15,  
T147N, R88W.,. North Dakota

1. A general development plan is attached showing location in improvements appropriate to the site.
2. Development Program, 1st year.
  - (a) Four (4) Picnic Shelters
  - (b) Picnic Tables
  - (c) Grills
  - (d) Sanitation facilities
  - (e) Tree Planting
  - (f) Fencing
  - (g) Road
  - (h) Swimming Area

2nd through 5th year. Additional facilities as needed.  
Continued maintenance of existing  
facilities depending on availability  
of funds.

3. The Three Affiliated Tribes is authorized accordance to the Constitution and Bylaws of the Three Affiliated Tribes, same having been approved June 29, 1936 by the Secretary of the Interior of the United States, to enter into a license agreement with the United States Government, Corps of Engineers, for recreational license of "taken" property along the shores of the Garrison Reservoir.
4. Applicant's representative with whom the District Engineer may communicate and negotiate:

*Allen R. McKay*

Allen R. McKay  
Game and Fish, Programmer  
Three Affiliated Tribes  
Fort Berthold Game and Fish Department  
New Town, North Dakota

WILLIAMS  
3 TO 6 PER CENT  
6 TO 9 PER CENT

AGRICULTURE

WILLIAMS  
3 TO 6 PER CENT  
6 TO 9 PER CENT

ZAHL - BANVILLE  
6 TO 9 PER CENT  
30 PER CENT

WILLIAMS  
3 TO 6 PER CENT  
6 TO 9 PER CENT

### WATER USE ZONES

- A** BOAT RAMPS  
NO WAKE BOATING  
NO SWIMMING - NO FISHING
- B** SWIMMING AREAS  
NO FISHING - NO BOATING
- C** PROJECT STRUCTURES  
NO PUBLIC USE WITHIN 300 FEET  
OTHER THAN SHORELINE FISHING
- D** BOATING RESTRICTIONS  
RESTRICTED AREAS LABELED AS TO TYPE  
ALSO INCLUDES HAZARDOUS AREAS

**NOTE:**

● IF WATER IS NOT ZONED FOR ONE OF THE ABOVE USES, THERE ARE NO RESTRICTIONS OTHER THAN NORMAL OPERATING PROCEDURES AND SAFETY REGULATIONS.

**NORTH DAKOTA**  
MC LEAN COUNTY  
T147N

LAKE SAKAKAWEA

COMPOSIT

## MASTER PLAN VOLUME II

land use and allocation

AREA 21 & 22

WIRTH ASSOCIATES  
PLANNING CONSULTANTS  
BILLINGS, MONTANA

U.S. ARMY ENGINEERS DISTRICT - OMAHA  
CORPS OF ENGINEERS



MULTIPLE LIMITS OF LIABILITY ENDORSEMENT  
(Business Liability)



INSURED \_\_\_\_\_

POLICY NUMBER CC-8 47 65 67

ADDITIONAL DECLARATIONS

The limit of this Company's Liability is as stated hereon, subject to all the terms of this policy having reference thereto.

Section	Limits of Liability	Coverages
		<b>Business Liability</b>
II	\$ 500,000 each occurrence	E (1) Bodily Injury Liability
	\$ 500,000 aggregate	
	\$ 100,000 each occurrence	E (2) Property Damage Liability
	\$ 100,000 aggregate	
		<b>Contractual Liability</b>
	\$ Nil each occurrence	Z (1) Contractual Bodily Injury Liability
	\$ Nil each occurrence	Z (2) Contractual Property Damage Liability
	\$ Nil aggregate	

It is agreed that Section II of this policy is amended as follows:

Insuring Agreement I—"Coverage E—Liability" of Business Liability is deleted and the following substituted therefor:

Coverage E (1)—Bodily Injury Liability;

Coverage E (2)—Property Damage Liability;

This Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of

Coverage E (1)—bodily injury, or

Coverage E (2)—property damage

to which this insurance applies, due to an occurrence, and this Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but this Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.

Condition 4 "Limits of Liability", of the Conditions applicable to Sections II and III is deleted as respects Coverages E (1), E (2) and F, and the following substituted therefor:

Regardless of the number of (1) persons or organizations who are Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage,

- (a) under Coverage E (1) the limit of bodily injury liability stated in the Additional Declarations as applicable to "each occurrence" is the total limit of this Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury as the result of any one occurrence. Subject to the above provision respecting "each occurrence", the total limit of this Company's liability for all such damages in any one of the consecutive annual periods of the policy period (1) arising out of the Named Insured's products, (2) arising out of completed operations, shall not exceed the limit of liability stated in the Additional Declarations as "aggregate". Such aggregate limit shall apply separately with respect to (1) and (2) above;
- (b) under Coverage E (2) the limit of property damage liability stated in the Additional Declarations as applicable to "each occurrence" is the total limit of this Company's liability for all damages arising out of property damage as the result of any one occurrence. Subject to the above provision respecting "each occurrence", the total limit of this Company's liability for all such damages in any one of the consecutive annual periods of the policy period arising out of operations by the Named Insured or performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, away from premises owned by or rented to the Named Insured, shall not exceed the limit of liability stated in the Additional Declarations as "aggregate". Such aggregate limit shall apply separately with respect to each project away from premises owned or rented by the Named Insured;
- (c) under Coverage E (1) and Coverage E (2), for purposes of determining the limit of this Company's liability, all bodily injury or property damage, during the policy period (i) arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence, and (ii) arising out of any related series or combination of exposures shall be considered as arising out of one occurrence;
- (d) under Coverage F, the limit of liability stated in the Declarations as applicable to "each person" is the limit of this Company's liability for all medical expenses incurred by or on behalf of each person who sustains bodily injury as the result of any one accident. Subject to the above provision respecting "each person", the limit of liability stated in the Declarations as applicable to "each accident" is the total limit of this Company's liability for all medical expenses incurred by or on behalf of two or more persons who sustain bodily injury as the result of any one accident.

It is agreed that Contractual Liability Insurance is amended as follows:

Insuring Agreement I—Coverage Z—"Contractual Liability" is deleted and the following substituted therefor:

Coverage Z (1) Contractual Bodily Injury Liability;

Coverage Z (2) Contractual Property Damage Liability;

This Company will pay on behalf of the Insured all sums which the Insured, by reason of contractual liability assumed by him under a contract designated in the Declarations shall become legally obligated to pay as damages because of

Coverage Z (1)—bodily injury, or

Coverage Z (2)—property damage

bodily injury or property damage to which this insurance applies, due to an occurrence, and this Company shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient; but this Company shall not be obligated to pay any claim or judgment or to defend

- (1) any arbitration proceeding wherein this Company is not entitled to exercise the Insured's rights in the choice of arbitrators and in the conduct of such proceedings, or
- (2) any suit after the applicable limit of this Company's liability has been exhausted by payment of judgments or settlements.

Condition A "Limits of Liability" of Contractual Liability Insurance is deleted as respects Coverages Z (1) and Z (2), and the following substituted therefor:

Regardless of the number of (1) persons or organizations who are Insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage,

- (a) under Coverage Z (1) the limit of bodily injury liability stated in the Additional Declarations as applicable to "each occurrence" is the total limit of this Company's liability for all damages, including damages for care and loss of services, arising out of bodily injury as the result of any one occurrence;
- (b) under Coverage Z (2) the limit of property damage liability stated in the Additional Declarations as applicable to "each occurrence" is the total limit of this Company's liability for all damages arising out of property damage as the result of any one occurrence. Subject to the above provision respecting "each occurrence", the total limit of this Company's liability for all such damages in any one of the consecutive annual periods of the policy period arising out of operations by the Named Insured or performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, away from premises owned by or rented to the Named Insured, shall not exceed the limit of liability stated in the Additional Declarations as "aggregate". Such aggregate limit shall apply separately with respect to each project away from premises owned or rented by the Named Insured;
- (c) under Coverage Z (1) and Coverage Z (2), for purposes of determining the limit of this Company's liability, all bodily injury or property damage, during the policy period (i) arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence, and (ii) arising out of any related series or combination of exposures shall be considered as arising out of one occurrence.

DEPARTMENT OF THE ARMY

LEASE

27000700

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

GARRISON DAM/LAKE SAKAKAWEA

PROJECT AREA

NO. DACW45-1-81-6012

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to Three Affiliated Tribes of Fort Berthold, New Town, North Dakota, a lease for a period of ten (10) years commencing on 1 February 1981, and ending on 31 January 1991, to use and occupy approximately 50.0 acres of land ~~and water area~~ under the primary jurisdiction of the Department of the Army in the Lake Sakakawea Project Area, hereinafter referred to as the premises as shown on attached Exhibits "A" and "B" ~~numbered~~ ~~dated~~, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue to govern the public use of the project area, and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with provisions of the above cited Act of Congress.

2. The lessee shall administer and maintain the premises in accordance with the U.S. Army Engineers' Master Plan and the implementing General Development Plan for the premises and with an Annual Management Program to be mutually agreed upon between the lessee and the U.S. Army District Engineer in charge of the administration of the project, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:

a. Plans for management activities to be undertaken by the lessee or jointly by the U.S. Army Engineers and the lessee, including improvements and other facilities to be constructed thereon.

b. Budget of the lessee for carrying out the management activities.

c. Personnel to be used in the management of the area.

3. The lessee shall provide the facilities and services necessary to meet the public demand either directly or through concession agreements with third parties. All such agreements shall state that they are granted subject to the provisions of this lease and that the concession agreement will not be effective until approved by the District Engineer.

4. Admission, entrance or user fees may be charged by the lessee for the entrance to or use of the premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.



5. The amount of any fees and all rates and prices charged by the lessee or its concessionaires for accommodations, food (except packaged goods), and services furnished or sold to the public shall be subject to the prior approval of the District Engineer. The lessee shall, by 15 April and 15 October of each year, submit to the District Engineer for approval a list of the fees, rates and prices proposed for the following year, including justification for any proposed increase or decrease. The District Engineer will give written notice to the lessee of his approval of or objection to any proposed fee, rate or price and will, if appropriate, state an approved fee, rate or price for each item to which an objection has been made. The lessee and/or its concessionaires shall keep a schedule of such fees, rates or prices posted at all times in a conspicuous place on the leased premises.

6. All monies received by the lessee from operations conducted on the premises, including, but not limited to, entrance and admission fees and user fees and rental or other consideration received from its concessionaires, may be utilized by the lessee for the administration, maintenance, operation and development of the premises. Any such monies not so utilized, or programmed for utilization within a reasonable time, shall be paid to the District Engineer at the end of each 5-year period. The lessee shall establish and maintain adequate records and accounts and render annual statements of receipts and expenditures to the District Engineer, except for annual or weekly entrance fees which also are honored at other recreational areas operated by the lessee. The District Engineer shall have the right to perform audits of the lessee's records and accounts, and to require the lessee to audit the records and accounts of third party concessionaires, and furnish the District Engineer a copy of the results of such an audit.

7. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Engineer. Further, the lessee shall not discharge waste or effluent from the premises in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

8. The right is reserved to the United States, its officers, agents, and employees, to enter upon the premises at any time and for any purpose necessary or convenient in connection with river and harbor and flood control work, and to remove timber or other material required for such work, to flood the premises when necessary, and/or to make any other use of the land as may be necessary in connection with public navigation and flood control, and the lessee shall have no claim for damages of any character on account thereof against the United States or any agent, officer or employee thereof.

9. Any property of the United States damaged or destroyed by the lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the lessee to the satisfaction of the District Engineer.

10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the lessee, or for damages to the property or injuries to the person of the lessee's officers, agents, servants, or employees or others who may be on the premises at their invitation or the invitation of any one of them, arising from or incident to the flooding of the premises by the Government or flooding from any other cause, or arising from or incident to any other governmental activities, and the lessee shall hold the United States harmless from any and all such claims.

11. That at the time of the commencement of this lease, the lessee will obtain from a reputable insurance company, acceptable to the Government, liability or indemnity insurance providing for minimum limits of \$100,000.00 per person in any one claim, and an aggregate limit of \$300,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, and \$5,000.00 for damage to property suffered or alleged to have been suffered by any person or persons resulting from the operations of the lessee under the terms of this lease.

12. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least 30 days' notice in writing.

13. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of 30 days after notice thereof in writing by the District Engineer.

14. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

15. The lessee or its concessionaires shall not discriminate against any person or persons because of race, creed, color or national origin in the conduct of its operations hereunder. The grantee furnishes as part of this contract an assurance (Exhibit ) that he will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations.

16. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to United States Department of the Interior, Bureau of Indian Affairs, Office of Trust & Natural Resources, Fort Berthold Agency, New Town, North Dakota 58763 if to the Government, to the District Engineer, Omaha District, Corps of Engineers, 6014 U.S. Post Office & Courthouse, Omaha, Nebraska 68102. or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

17. This lease is subject to all existing easements, and easements subsequently granted, for roadways, and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the lessee and easements will not be granted which will interfere with developments, present or proposed, by the lessee. Prior to the execution of this lease, the granting clause and Condition No. 5 were altered and Conditions Nos. 18 and 19 were added on Page 3a, attached hereto and made  
IN WITNESS WHEREOF I have hereunto set my hand this \_\_\_\_\_ of \_\_\_\_\_, 19 \_\_\_\_\_ a part hereof.

The above instrument, together with the provisions and conditions thereof, is hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

18. That the lessee shall comply promptly with regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state agency having jurisdiction to abate or prevent water pollution (solid waste management), air pollution, and Department of the Army pollution abatement regulations as may be issued. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, a state agency, and the Department of the Army, are hereby made a condition of this lease.

19. The lessee shall protect and manage the demised premises to insure that resources of scientific, historical, architectural and/or archaeological significance are preserved and maintained. The lessee shall not conduct, or cause or allow to be conducted, any land or vegetation alteration activities such as land clearing or leveling, footing or trench excavation, deep chisel plowing, or construction of terraces, dikes, levees, channels, etc., (other than shallow cultivation of previously tilled areas) without prior written approval of the District Engineer. The lessee shall take no action which affects improvements or sites of a historical or cultural value without prior written approval of the District Engineer. The lessee shall not remove or disturb, or cause or allow to be removed or disturbed, any scientific, historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, or remains. In the event such items are discovered on the premises, the lessee shall immediately notify the District Engineer, Omaha District, and the North Dakota State Historical Preservation Officer, Liberty Memorial Building, Capitol Grounds, Bismarck, North Dakota 58501, and protect the site and material from any further disturbance unless and until authorized to do so by the District Engineer. The costs of cultural resource surveys, mitigation alternatives, and other measures necessary to comply with applicable laws, regulations and 36 CFR, Part 800, shall be borne by the lessee if it is determined by the District Engineer that funds and/or time limitations preclude U.S. Government participation; provided, however, that if it is determined that such cost must be borne by the lessee, said lessee shall have the option to terminate this lease, without incurring said costs, with 10 days written notice to the District Engineer; provided further, however, that this shall not relieve the lessee of any other responsibilities, obligations and liabilities as otherwise provided under this lease. If cultural resources determined eligible for nomination to the National Register of Historic Places are discovered within the demised premises any necessary Memorandum of Agreement will be coordinated with the lessee, and when approved by the Advisory Council on Historic Preservation said Memorandum shall become a part of this instrument insofar as it is applicable to the demises premises.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF DEFENSE DIRECTIVE  
UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(hereinafter called

"Applicant-Recipient")

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300, issued as Department of Defense Directive 5500.11, December 28, 1964) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Directive, no person in the United States shall, on the ground of race, color, <sup>sex</sup> or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives Federal financial assistance from the Department of the Army, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by this Department of the Army, assurance shall obligate the Applicant-Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the Department of the Army.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the Department, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Applicant-Recipient)

By

\_\_\_\_\_  
(President, Chairman of Board, or  
comparable authorized official)

\_\_\_\_\_  
(Applicant-Recipient's Mailing Address)

CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, hereby certify that I am  
the Secretary of \_\_\_\_\_, the organization  
described in and which executed the foregoing agreement with the United  
States of America; that said organization is organized under the laws of  
the State of \_\_\_\_\_; that the corporate seal,  
if applicable, affixed to said instrument is the seal of said corporation;  
that \_\_\_\_\_, who executed said agreement as  
\_\_\_\_\_, of said organization was then  
\_\_\_\_\_ of said organization and has been duly  
authorized to execute the foregoing instrument on behalf of said  
organization, binding said organization to the terms therein. I hereby  
attest to the validity of the signature of \_\_\_\_\_,  
as contracting officer; that said signature affixed to such instrument  
is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the  
corporate seal, if applicable, of said organization, this \_\_\_\_\_ day of  
\_\_\_\_\_ 19\_\_.

\_\_\_\_\_  
President or Contracting Officer

\_\_\_\_\_  
Secretary or Attesting Officer

\_\_\_\_\_  
Corporation or Organization