

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 authorizes and empowers the Tribal Business Council to engage in activities for the welfare and benefit of the Tribes and tribal members; and
- WHEREAS, Article VI, Section 5(1) of the Constitution of the Three Affiliated Tribes authorizes and empowers the Tribal Business Council to adopt resolutions regulating the procedures of the Tribal agencies; and
- WHEREAS, there continue to exist the grave problem of the high rate of unemployment among the enrolled members of the Three Affiliated Tribes' residents on the Fort Berthold Reservation; and
- WHEREAS, the Tribal Employment Rights Office of the Three Affiliated Tribes, an instrumentality and agency of said Tribal government, has been granted the authority to implement the federally recognized policy of Indian preference in employment and contracting; and
- WHEREAS, The Tribal Employment Rights Office has successfully coordinated and improved implementation of federally recognized policy of Indian preference in employment and contracting; and
- WHEREAS, Administration for Native Americans (ANA) has placed the Three Affiliated Tribes Program into a dire position by not funding the Tribal Employment Rights Office with 1984-85 grant funds.
- WHEREAS, Three Affiliated Tribes TERO, because of the budget cut is in need of funding to continue to pursue the rights of Indians and minority business; and

NOW, THEREFORE, BE IT RESOLVED, that the Three Affiliated Tribal Business Council pursuant to its constitutional powers and authority do hereby accept the conditions spelled out in the "Contract between the Montana Indian Targeted Jobs Demonstration Project, "The Carl Schildt Project", and the Three Affiliated Tribes; and

BE IT FURTHER RESOLVED, that the approved obligated matching funds from the T-2 Account herein shall become effective immediately.

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 Business Council is composed of 11 members of whom 7 constitutes a quorum, 9 were present at a SPECIAL Meeting, thereof duly called, noticed, convened and held on the 28 day of JUNE, 1984; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 6 members, - members opposed, 1 members abstained, 2 members not voting, and that said resolution has not been rescinded or amended in any way.

CONTRACT BETWEEN THE  
THE MONTANA INDIAN TARGETED JOBS DEMONSTRATION PROJECT, INC.  
"The Carl Schildt Project"

AND  
THE THREE AFFILIATED TRIBES

ARTICLE I.                    CONSIDERATION AND SCOPE OF WORK

- A.    The Carl Schildt Project agrees to pay the Three Affiliated Tribal Employment Rights Office \$8,000.00, for a one-year period.
- B.    The Three Affiliated Tribes, Tribal Employment Rights Office agrees:
1.    To match the \$8,000.00 payment by providing no less than an equal amount, in cash, to be combined with the \$8,000.00 to carry out the purposes set out below. Said matching funds may come from tribal, private, or other non-federal funding sources.
  2.    With the combined funds, to employ one person, an enrolled tribal member, whose responsibility shall be to assist Indians on the Reservation to develop or improve existing small businesses in minerals development, construction, and other areas of commerce.
  3.    To make such person subject to the direction of the Three Affiliated Tribe's TERO Director.
  4.    To include the following responsibilities in that employee's job description:
    - a.    To provide information to the tribal government and tribal members about the Schildt Project;
    - b.    To respond in a timely manner to all requests for assistance or information made to the Schildt Project;
    - c.    To provide, to the extent of the resources available, technical assistance to Indian businesses that are clients of the Schildt Project and, for assistance the employee is unable to provide, to refer the business to the Schildt Project Executive Director for assistance.
  5.    To provide bi-weekly reports to the Schildt Project on actions taken in fulfillment of the obligations set out herein, on such forms as are provided by the Project. First, to be reviewed by the TERO Director and received in the Executive Director's office no later than the third week.
  6.    To attend, at the Three Affiliated Tribes TERO's expense, such workshops as are sponsored by the Schildt Project; provided that the employee shall be required to attend no more than three workshops per year pursuant to this provision.

7. To conduct a business development survey of the Reservation that will provide data on:
  - a. Existing Indian businesses and their ability and desire to expand;
  - b. Available buildings, equipment, and other physical items which could be used as resources for businesses seeking to develop under this Project;
  - c. A list of Indian individuals, groups, Tribal units, or other entities interested in participating in this Project;
  - d. A list of the kinds and amounts of federal, state, tribal, and other grants or loan funds available on the Reservation for business development, training, and technical assistance.
- C. Failure to accomplish these goals can result in cancellation of this agreement.

ARTICLE II. PERIOD OF PERFORMANCE

The period of performance for this contract shall be June 1, 1984 through May 31, 1985.

ARTICLE III. PAYMENT SCHEDULE

In consideration of the satisfactory performance of the Tasks set out in Article I of this contract, the Schildt Project agrees to pay the Three Affiliated Tribes, TERO office according to the following schedule:

- a. Upon signing of the contract: \$2,000.00
- b. Upon receipt of the First Quarterly Report due August 31, 1984: \$2,000.00
- c. Upon receipt of the Second Quarterly Report due November 31, 1984: \$2,000.00
- d. Upon receipt of the Third Quarterly Report due February 28, 1985: \$1,000.00
- e. Upon receipt of the Final Quarterly Report due May 31, 1985: \$1,000.00
- f. Thereafter, monthly in proportion to remaining months on Project.

All payments are contingent upon satisfactory performance by the TERO of the Tasks set out in Article I. Any disputes over satisfactory performance shall be resolved solely by the Executive Director of the Carl Schildt Project.

ARTICLE IV. ACCOUNTS, AUDIT, AND RECORDS

The TERO shall maintain books, records, documents, and other evidence sufficient to reflect properly all costs of whatever nature claimed to have been incurred for the performance of this contract. The foregoing constitutes "records" for the purpose of this clause. These records shall become property of the Carl Schildt Project.

ARTICLE V. TERMINATION

A. For Cause. If the Executive Director of the Schildt Project has reason to believe that the employee designated as provided above is failing to fulfill the terms of this contract, he shall file a formal notice to that effect with the TERO Director, with a copy to the Tribal Chairman. Said notice shall specify the specific terms that have not been fulfilled or the specific actions by the employee that are the source of the complaint. If the matter cannot be resolved among the parties within thirty (30) days, the Schildt Project shall have the right to terminate the contract for cause, immediately. No payments shall be made by the Schildt Project during the pendency of such a dispute.

B. Either party may terminate this contract by providing thirty (30) days' written notice to the other party.

---

Tribal Chairman

---

Katherine Real Bird, TERO Director

---


Stewart E. Miller, Executive Director  
Montana Indian Targeted Jobs Demonstration  
Project, Inc.

Resolution #  
Page 2

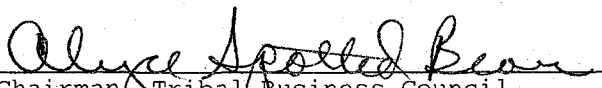
84-162-S

Chairman (voting) (~~not voting~~).

DATED THIS 28 DAY OF JUNE 1984.

  
Secretary, Tribal Business Council

ATTEST:

  
Chairman, Tribal Business Council