

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 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 VI, Section 5(c) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to administer any funds within the exclusive control of the Tribes and to make expenditures from available Tribal funds for the public purposes of the Tribes; and
- WHEREAS, The tribal people of the Fort Berthold Indian Reservation suffered grievous social and economic harms due to the construction of the Garrison Dam on the Fort Berthold; and
- WHEREAS, The economic and social recovery of the tribal people from the adverse effects of the Garrison Dam is a major priority of the Tribal Council; and
- WHEREAS, The full and complete implementation of the recommendations of the Joint Tribal Advisory Commission (JTAC), rendered on May 23, 1986, would assist the Tribal people in their recovery from the adverse impacts of the Garrison Dam; and
- WHEREAS, The National Rural Development and Finance Corporation ("NRDFC") has the necessary skill and expertise to assist the tribe in securing the implementation of these recommendations; and
- NOW THEREFORE BE IT RESOLVED, that the contract between the Three Affiliated Tribes and NRDFC incorporated as attachment "A", is hereby approved according to its terms and tenor.

## THREE AFFILIATED TRIBES

C O N S U L T A N T   A G R E E M E N T

This Agreement is made this 1st day of November, 1986, by and between the THREE AFFILIATED TRIBES, and the National Rural Development and Finance Corporation ("NRDFC"), 1718 Connecticut Avenue, N.W., Washington, D.C. 20009.

1. BE IT KNOWN, That for the purposes of this Agreement, the Parties involved shall hereinafter be known as the "Tribe" and "NRDFC".
2. FURTHER, That the purpose of this Agreement between the Tribe and NRDFC is to enable the Three Affiliated Tribes to ensure the full and complete implementation of the recommendations issued by the Joint Tribal Advisory Commission (JTAC) in their report of May 23, 1986; that is attached herein and is hereby incorporated by reference into the agreement as Attachment "A".
3. FURTHER, That in consideration of the undertaking set forth and described herein, the Tribe, as per the stipulations specified within this Agreement, hereby retains NRDFC for the following purpose(s): See Attachment "B" that is hereby incorporated by reference into this Agreement.
4. FURTHER, That the NRDFC shall be retained for the time period below described: From November 1, 1986 through and including January 1, 1988.
5. FURTHER, That NRDFC will be entitled to compensation for services rendered in connection with performance of the Purpose(s) identified in Part 3 for which he has been retained; and, that compensation shall be made as follows:

As a per hourly rate of Seventy and 00/100 Dollars (\$70.00) per hour, inclusive of all staff costs the NRDFC may incur in the performance of the services described herein in this Agreement. Further, provided that the NRDFC may be reimbursed for reasonable travel expenses incurred as an incidence to the performance of the services, described under this contract, provided, however, that the total amount paid to NRDFC under this Agreement shall not exceed Five Thousand Dollars and 00/100 (\$5,000.00) for the performance of these services as described in this Agreement or for the reimbursement of any travel expenses incurred in connection with the performance of these services.

6. FURTHER, That is hereby stipulated that compensation as described shall constitute full payment for services rendered and that additional assessments of expenses not identified therein shall be the sole responsibility of NRDFC;

7. FURTHER, That such compensation shall be paid to NRDFC in accordance with the Three Affiliated Tribes payment policies and in accordance with the special terms of this Agreement as provided for within Parts 6 and 7; and

8. FURTHER That the NRDFC shall submit periodic reports as requested by the Tribe and is required by this Agreement to submit a Final Consultant Project Report, narrative and financial, pertaining to the performance of services rendered. The NRDFC is required to keep accurate record of time incurred in connection with such services, and it shall, when requested, furnish additional information to the Tribe. The NRDFC shall not be entitled to payment of consultant fees unless and until it has provided the aforementioned information with respect thereto, in form and substance acceptable to the authorized representative of the Tribe; and

9. FURTHER, That the NRDFC hereby agrees that during such time that it is retained by the Tribe as a Consultant under this Agreement, it will not render services, give advice or counsel, release, give or disclose information, documents or any like instrument to any other person or entity which is engaged in or is likely to become engaged in activities which are or could possibly be competitive with the interests of the Three Affiliated Tribes; and

Nor shall the NRDFC, while retained by the Tribe compete with the Three Affiliated Tribes on his own account or for its own benefit or engage in any activity which creates or is likely to create a conflict of interest between it and the Three Affiliated Tribes;

Nor shall the NRDFC make any other use of information provided, compiled or gathered pertaining to the Three Affiliated Tribes such as business methods, operations, costs, proposals, budgets, projections and/or any other information of a confidential or sensitive nature to which the NRDFC was privy to for the period of time for which he was retained under this Agreement;

And, the NRDFC agrees that all reports and/or other documents compiled, developed and/or written by it, i.e., proposals, analyses, writings, sound recordings, pictorial reproductions or other materials connected with the performance of services under this Agreement are now and shall remain the sole property of the Three Affiliated Tribes and that all rights to such materials are also the sole property of the Three Affiliated Tribes; and

10. FURTHER, this Agreement may be terminated at any time, with or without cause, by the Tribe, upon notice in writing. Written notice shall be deemed sufficiently given if posted by registered or certified mail; and

11. AND FINALLY, That this Agreement constitute the entire understanding between the Tribe and the NRDFC and that no amendment or modification hereof shall be effective unless reduced to writing and executed by both Parties with appropriate approvals.

IN WITNESS HEREOF, the Parties hereto identified have executed this Agreement as of the date first above written and do hereby certify that the signatures signifying Approval and Acceptance are true authorized representatives of the respective Parties involved in this Agreement.

**APPROVAL:**

\_\_\_\_\_  
Dept./Program Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Tribal Finance Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorizing Officer

\_\_\_\_\_  
Title

**ACCEPTANCE:**

\_\_\_\_\_  
NATIONAL RURAL DEVELOPMENT  
& FINANCE CORPORATION

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

**SCOPE OF WORK  
GOVERNING THIS AGREEMENT  
BETWEEN THE THREE AFFILIATED TRIBES AND NRDFC**

1. Provide the necessary assistance to the Tribe in designing a plan for the economic recovery of the Three Affiliated Tribes from the effects of the Garrison Dam;
2. Provide the necessary assistance to the Tribe in presenting the above referenced plan to the appropriate committees of Congress and/or federal agencies;
3. Provide the necessary assistance to the Tribe in assuring that the above referenced economic recovery plan incorporates elements sufficient to fully realize the purposes of the economic plan;
4. And to further provide such advice and assistance as the Tribe may request regarding the implementation of the above referenced economic recovery plan by Congressional or administrative action.

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 constitute a quorum, 7 were present at a SPECIAL Meeting thereof duly called, noticed, convened, and held on the 28 day of OCTOBER, 1986; 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.

Dated the 28 day of OCTOBER, 1986.

*Dennis Halen*  
Secretary, Tribal Business Council

*Acting*

ATTEST:

*Alvin Spotted Bear*  
Chairman, Tribal Business Council