

Resolution #

93-06 JAR

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;
- 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;
- WHEREAS, Article VI, Section 5(1) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to adopt resolutions regulating the procedure of Tribal agencies;
- WHEREAS, The children represent the future of the Three Affiliated Tribes, and are therefore an important resource and any child care initiative will need to have rules and regulations necessary to secure the safety and well being of the children residing within the exterior boundaries of the Fort Berthold Indian Reservation and under the supervision of a child care center;
- WHEREAS, There exists a need to establish minimum standards for licensed child care centers providing early childhood services and to assure standards are maintained; and,
- WHEREAS, The Three Affiliated Tribes is the *parens patriae* of all its children.
- NOW, THEREFORE, BE IT RESOLVED, that the attached written policy consisting of pages is adopted for the above expressed purpose(s) of establishing minimum standards for licensed child care centers providing early childhood services and to assure standards are maintained by child care centers operating within the exterior boundaries of the Fort Berthold Indian Reservation.

Councilman Fast Dog inquired about any upcoming projects that would utilize the Nishu Road.

Chairman Wilkinson said the BIA has it on their plan and they want to know if the Tribe is interested in contracting it, or if they should do it themselves. Chairman Wilkinson then further explained the intent is to create jobs for our tribal members, especially in the White Shield area.

Councilman Gillette then replied that the Tribal Council should first review the BIA's plan.

Chairman Wilkinson added that if the Tribe doesn't contract it, they will do it anyway by opening it up to a competitive bid.

Councilman Gillette mentioned that roads in other segments needing to be repaired could be fixed with that money.

Secretary Rabbithead reminded the Council of the jobs that this contract would bring to tribal members.

Chairman Wilkinson then asked if it was the wish of the Tribal Council not to contract.

Motion failed due to lack of second.

ITEM 07: RESOLUTION/Contract Enrollment Office: 93-04 JJR  
Resolution introduced by Chairman Wilkinson.

Chairman Wilkinson entertained a motion to approve.

Secretary Rabbithead made a motion to approve, seconded by Councilman Fast Dog.

Vote: 3 for, 1 opposed, 1 not voting. Motion carried.

ITEM 08: RESOLUTION/Amicus to be filed by Hobbs & Strauss on behalf of Standish Case: 93-05 JJR  
Resolution read by Secretary Rabbithead.

Chairman Wilkinson entertained a motion to approve.

Councilman Gillette made a motion to approve, seconded by Councilman Fast Dog.

Vote: 5 for, 0 opposed. Motion Carried.

ITEM 09: RESOLUTION/Four Bears Child Care Center Contract

and License for Facility: 93-06 JJR  
Resolution read by Secretary Rabbithead.

Chairman Wilkinson entertained a motion to approve.

Secretary Rabbithead made a motion to approve,  
seconded by Councilman Fast Dog.  
Vote: 5 for, 0 opposed. Motion Carried.

ITEM 10: RESOLUTION/Tax Commission Appointments & Escrow  
Agreement  
Resolution read by Secretary Rabbithead.

Chairman Wilkinson entertained a motion to approve.

Secretary Rabbithead made a motion to approve.

Assistant Tax Commissioner, Tom Needham, mentioned  
the Tax Department cannot do anything legally and  
effectively without a full tax commission. Mr.  
Needham also stated that without a full tax  
commission, the tax department is inoperable.

Motion fails due to lack of second.

Chairman Wilkinson inquired if Escrow Agreement is  
approved by the tax commission.

Mr. Needham replied that it is not, because there  
is no tax commission. Mr. Needham then introduced  
the Escrow Agreement. Mr. Needham further  
explained that an Escrow Agent should be involved  
to ensure that the bank controls the money, not the  
companies.

Treasurer Bird Bear made a motion to approve,  
seconded by Councilman Gillette.

Vote: 3 for, 1 opposed, 1 not voting. Motion  
Carried.

ITEM 11: RESOLUTION/Education Funding Formula: 93-07 JJR  
Resolution read by Secretary Rabbithead.

Chairman Wilkinson questioned about an existing 638  
contract.

Education Administrator, Bernadine Young Bird,  
replied that there is an existing contract for a  
three year term ending in 1995. Ms. Young Bird  
also mentioned schools have received funding, but  
not the administration.

Chairman Wilkinson entertained a motion to



\_\_\_\_\_.

(5) That on the \_\_\_\_\_ day of December, 1992, I undertook an investigation of the Four Bears Day Care;

(6) That I have determined that the Four Bears Day Care meets all requirements for licensing as required in Tribal Resolution No. \_\_\_\_\_ entitling this Facility to a license; and

(7) That on behalf of the Tribal Business Council I hereby grant and issue a license to the Four Bears Child Care.

Affiant sayeth nothing further.

Wilbur D. Wilkinson  
Wilbur D. Wilkinson  
Tribal Chairman

SUBSCRIBED AND SWORN before me on this \_\_\_\_\_ day of January 1993.

(Notary Seal)

\_\_\_\_\_  
Notary Public for the State of  
North Dakota. Residing at

My commission expires: \_\_\_\_\_

CONTRACT # \_\_\_\_\_

THREE AFFILIATED TRIBES

WHEREAS, The Three Affiliated Tribes, acting through its Employment Training Department, herein referred to as "Grantee" has determined the services referred to in the paragraph below entitled "Scope of Service" form an appropriate basis for the expenditure of funds allocated to the Grantee; and

WHEREAS, THE FOUR BEARS CHILD CARE FACILITY, Attention: Ursulla Eaglestaff, Director, "Contractor" proposes to provide those services;

NOW, THEREFORE, the Grantee and Contractor enter into the following:

AGREEMENT

I. TERM OF THE CONTRACT

The term of this agreement shall be from the 1st day of January 1, 1993, through the 30th day of September, 1993. However, this agreement may be terminated with or without cause upon thirty (30) days of written notice by either party.

II. SCOPE OF SERVICE

The Contractor agrees to utilize TAT CCBG Grant funds to develop and establish child care services on the Fort Berthold Indian Reservation, and

provide child care services for 15 full time slots to TAT CCBG eligible families.

The Contractor further agrees to provide the services in a manner so as to achieve the goals and objectives as set forth in the TAT CCBG Plan hereto attached, referenced as "Attachment A" and made a part of this agreement.

III. COMPENSATION

The Grantee, upon written request from the Contractor, shall make available funds for development and establishment of child care services on the Fort Berthold Reservation, and

upon receipt of monthly status report from the Contractor, payment will be issued for month's services.

Expenditures and service payments shall be made within the parameters of the budget hereto attached as "Attachment B" and made a part of this agreement.

#### IV. CONTRACTOR UNDERSTANDING OF TERM OF FUNDING

The Contractor understands that this contract is for time period as specified and Contractor acknowledges that it has been furnished no assurances that this contract may be extended for periods beyond the termination date of this agreement. A new contract will have to negotiated on a year to year basis in accordance with TAT CCBG plan of operation.

#### V. AUTHORITY TO CONTRACT

The Contractor shall not have the authority to contract for or on behalf of or incur obligations on behalf of the Grantee.

#### VI. INDEPENDENT ENTITY

The Contractor shall perform as an independent entity under this agreement. The Contractor will retain sole and absolute discretion in the judgement of the manner and means of carrying out the Provider's activities and responsibilities under this agreement.

#### VII. AUDIT RESPONSIBILITY

The Contractor agrees to keep such financial records as are necessary to fully disclose the complete financial status of the agreement. These records shall be made available to the Grantee, or its agents, upon request at at any time during normal business hours.

#### VIII. RETENTION OF RECORDS

The Contractor agrees to retain financial records for a period of three years or until an audit is completed and closed, whichever occurs later.

#### IX. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause Contractor shall fail to fulfill in a timely and proper manner its obligations under this agreement, or shall violate any of the terms of this agreement, the Grantee shall thereupon have the right to terminate this agreement forthwith by giving written notice to Contractor of such termination and specifying

the effective date thereof. Notwithstanding a termination pursuant to this paragraph, Contractor shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of the agreement by Contractor, and the Grantee may withhold any payment, otherwise due to Contractor, for the purposes of setoff until such time as the exact amount of damages due is determined.

#### X. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Grantee are not obtained and continued at a level sufficient to allow for payments to the Contractor, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated, at the option of the Grantee, provided that any such termination shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### XI. CONTINGENT LIABILITY

During the term of this agreement, and for three years thereafter, the Contractor agrees to reimburse the Grantee for any claims, submitted by the Grantee for federal financial participation in the cost of this agreement, which are disallowed by the cognizant federal agency for a failure, on the part of the Contractor, to comply with the terms and conditions of the agreement, the applicable provisions of any federal or state statutory or regulatory provision which govern the source of funding. The Grantee agrees to give the Contractor prompt written notice of any disallowance of claims subject to reimbursement by the Contractor. Any amount disallowed in the manner and for the reasons described shall be considered a debt owing to the Grantee and action may be brought by the Grantee thereon in any manner prescribed by law.

#### XII. NOTICE

Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive of the party upon whom service is made.

#### XIII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement, between the Contractor and the Grantee. No alteration, amendment or modification in the provisions of this

agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XIV. COLLATERAL CONTRACTS

Where there exists any inconsistency between the agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

FOUR BEARS CHILD CARE FACILITY

BY \_\_\_\_\_ DATE

ITS \_\_\_\_\_ TITLE

TAT EMPLOYMENT TRAINING DEPARTMENT

BY \_\_\_\_\_ DATE

ITS \_\_\_\_\_ TITLE

THREE AFFILIATED TRIBES CEO

\_\_\_\_\_ DATE

Resolution # 93-06-JJR

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 7 members of whom 5 constitute a quorum, 5 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 2 day of February, 1992; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 5 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 2<sup>d</sup> day of February, 1993.

John J. Rabbitwar Jr.  
Secretary, Tribal Business Council

ATTEST:

William O. Wilkin  
Chairman, Tribal Business Council