



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

A Resolution Entitled: “Consultant Contract with Prairie Resources Capital Management / Leslie Morsette, PO Box 1258, New Town, ND 58763 –For internal accounting services and ARRA Reporting Requirements.”

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

WHEREAS, pursuant to Article III, Section 1 of the Constitution and By Laws of the Three Affiliated Tribes, the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, The Constitution of the Three Affiliated Tribes 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, Fort Berthold Rural Water is proposing to approve and renew a consultant/contract between the Three Affiliated Tribes (FBRW) and Leslie Morsette, Prairie Resources Capital Management for a period of six (6) months or until USDA Rural Development ARRA project is closed out.

WHEREAS, The effective date is October 1, 2013 through March 31, 2014

WHEREAS, The Tribe and Tribal Business Council has established the Fort Berthold Rural Water System whose primary responsibility is to develop effective, efficient and safe, drinking water systems for the members of the Tribe on the Reservation; and

NOW, THEREFORE, BE IT RESOLVED, that the Tribal Business Council of the Three Affiliated Tribes hereby authorizes and approves Leslie Morsette / Prairie Resources Capital Management consultant contract in the amount of \$21,000.00.

BE IT FURTHER RESOLVED, that the Tribal Business Council hereby authorizes the Chairman, and/or Secretary and of the Tribal Business Council to execute the Consultant Contract on behalf of the Tribe.

**CONSULTANT CONTRACT
BETWEEN THE THREE AFFILIATED TRIBES AND
Prairie Resources Capital Management LLC / Leslie Morsette**

1. PARTIES

This contract is between the Three Affiliated Tribes, 404 Frontage Road, New Town, North Dakota 58763 (hereinafter "Tribe") by and through its Fort Berthold Rural Water, 308 Four Bears Complex, New Town, ND 58763 (hereinafter "FBRW") and Prairie Resources Capital Management LLC Leslie Morsette (hereinafter "Consultant") of P.O. Box 1258, New Town, ND 58763.

THE PARTIES AGREE AS FOLLOWS

2. CONTRACT PURPOSE:

The purpose of this Contract is: Support the Development of internal accounting services for FBRW

3. TERM OF CONTRACT

The term of this contract shall be for the period of October 1, 2013 through March 31, 2014. The Parties agree the Consultant has previously performed work for FBRW under its direction and Consultant shall be compensated for said work under the terms of this agreement immediately upon execution of this contract.

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

Consultant shall render the following services to the Tribe: Support and technical services to develop FBRW internal accounting services. Submitting monthly narrative reports with monthly billing.

5. WHERE SERVICES ARE TO BE PERFORMED:

Services will be performed on site and Consultant's offices.

6. COMPENSATION AND PAYMENTS

In consideration of the services to be performed the Consultant shall be paid the following:

A. 3,500.00 per month

The total compensation for this Contract including payment for past work shall not exceed \$ 21,000.00 without prior written approval by the Tribe and FBRW.

7. EXPENSES:

Consultant shall not be allowed any and all expenses incurred in performance of this Contract.

8. INDEPENDENT CONTRACTOR

- A. The Consultant assures the Tribe/FBRW that the Consultant is an independent contractor providing services for the Tribe/FBRW and that neither the Consultant nor any of the Consultant's employees, agents, Sub-Consultants, etc. are employees of the Tribe/FBRW under this Contract or any subsequent amendment or extension hereof. Consultant has no power or authority to act for, represent, or bind the Tribe/FBRW or any entity affiliated with the Tribe/FBRW in any manner. Consultant and Consultants employees are not entitled to any medical coverage, life insurance or participation in any other benefits afforded to the Tribe's regular employees, or those of Tribe-affiliated entities. If the Tribe or any of Tribe affiliated companies are required to pay or withhold any taxes or make any other payment with respect to fees payable to Consultant, Consultant will reimburse the Tribe or the affiliated entity in full for taxes paid, and permit the Tribe to make deductions for taxes required to be withheld from any sum due the Consultant.
- B. The Consultant is solely responsible for assuring compliance with all legal requirements, including payment of all applicable taxes premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the employment of any persons providing services to the Consultant or any of its sub-Consultants, under this Contract. The Consultant agrees that the Consultant shall indemnify the Tribe for any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing or resulting from: 1) the Consultant's failure to comply with this Contract; 2) from any ruling of any legal authority or claims by any sub-Consultant, employee or alleged employee of the Consultant, that the Consultant or a person the Consultant has held out to be his/her employee is an employee of the Tribe/FBRW.

9. CONSULTANT NOT TO ENGAGE IN CONFLICTING ACTIVITIES:

During the time of this Contract, Consultant will not enter into any activity, employment of business arrangement that conflicts with the Tribe's interests or Consultant's status. The Tribe/FBRW shall have the option of terminating this Contract at any time if in Tribe's sole judgment a conflict of interest exists or is imminent. Consultant will advise the Tribe/FBRW of Consultant's position with respect to any activity, employment, or business arrangement contemplated by Consultant that may be relevant to this Section. For this purpose. Consultant agrees to disclose any such plans to the Tribes prior to implementation.

10. WARRANTY THAT CONTRACT DOES NOT CONTEMPLATE CORRUPT PRACTICES – DOMESTIC OR FOREIGN:

Consultant represents and warrants that (a) all payments under this Contract constitute compensation for services performed; and (b) this Contract and all payments, and the use

of the payments by Consultant, do not and shall not constitute an offer, payment, or promise, or authorization of payments, and of any money or gift to an officer or political party of, or candidate for political office in, any jurisdiction within or outside the United States. These payments may not be used to influence any act or decision of any official party. Or candidate to use his, her or its influence with a government to affect or influence any act or decision of such government to assist the Tribe in obtaining, retaining, or directing business to the Tribe or any person or other corporate entity. As used in this paragraph, the term "official" means any officer or employee of a government, or any person acting in an official capacity for or on behalf of any government; the term "government" includes department, agency, or instrumentality of a government.

11. FUNDING AVAILABILITY:

The Consultant agrees and understands that this Contract is dependent upon available funding. In the event such funding expires or is reduced, this Contract may be terminated or modified by the Tribe at its sole discretion. Modification of the Contract includes, but is not limited to, reduction of the rates or amounts of consideration of the alteration of the manner of the performance in order to reduce expenditures under the Contract:

12. TERMINATION OF CONTRACT:

When terminated for cause by either party, this Contract may be terminated immediately upon written notice. Written notice shall be delivered to the addresses set forth under Paragraph 1 above. This Contract may be terminated without cause upon 60 days written notice to the other party. Any notice deadline shall be measured from the date the notice is posted and mailed.

13. GOVERNING LAW:

This Contract is subject to and shall be interpreted in accordance with the laws of the Three Affiliated Tribes.

14. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES:

The rights and duties under this Contract may not be assigned or delegated by either party without the prior written consent of the other.

15. ENTIRE CONTRACT AND MODIFICATIONS:

This Contract contains the entire Agreement between the parties. This Contract may not be modified except by later written Contract signed by both parties.

16. INSURANCE & INDEMNIFICATION:

None

17. JURISDICTION:

This Contract was executed and is to be carried out on the Fort Berthold Indian Reservation. Any dispute arising under this Contract is subject to the jurisdiction of the Fort Berthold District Court.

18. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with applicable Federal, State, and Tribal (i.e. TERO) laws and regulations in performing this Contract. Consultant shall also comply with all of the Tribe's policies, procedures, and rules.

19. LIAISON & CONTRACT SUPERVISION:

Maynard Demaray shall be the supervisor over the Consultant and the Consultant's work.

20. SEVERABILITY:

It is understood and agreed by the parties hereto that if any term or provision of this Contract is held to be illegal, void or in conflict with any applicable Tribal, State or Federal law, the validity of the remaining terms and provisions shall not be affected. And the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

21. WAIVER:

Waiver of any default, breach or failure to perform under this Contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not to be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

22. SOVEREIGN IMMUNITY:

Nothing in this Consultant Agreement shall be construed, held or interpreted as a waiver of the sovereign immunity of the Three Affiliated Tribes, its officials, agents or assigns.

AGREED AND APPROVED:

CONSULTANT: Prairie Resources Capital Management LLC, Leslie Morsette

BY Leslie Morsette 10/1/2013
Date

THREE AFFILIATED TRIBES:

BY Maynard Demaray 10/1/13
Maynard Demaray, Director
Fort Berthold Rural Water
Date

CONCURRED:

BY [Signature] 11/22/13
Natural Resource Committee
Chairman
Date

BY [Signature] 11-22-13
Natural Resource Committee
Committee Member
Date

BY [Signature] 11-22-13
Natural Resource Committee
Committee Member
Date



CERTIFICATION

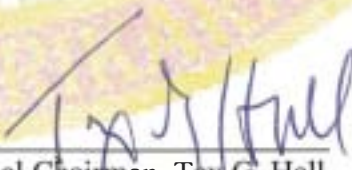
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 5 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 22nd, day of November, 2013; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 5 members, members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] voting. [] not voting.

Dated this 22nd, day of November, 2013.

ATTEST:


Tribal Secretary, Judy Brugh
Tribal Business Council
Three Affiliated Tribes


Tribal Chairman, Tex G. Hall
Tribal Business Council
Three Affiliated Tribes