



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

A Resolution entitled, “Professional Services Contract – White Shield Incorporated”

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, The Constitution of the Three Affiliated Tribe 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 III of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council is the governing body of the Tribes; and

WHEREAS, The Tribe and the Natural Resources Department desire to have professional survey services available as a tool for addressing the housing needs on the Fort Berthold Indian Reservation; and

WHEREAS, White Shield Incorporated of Pasco, Washington has submitted a proposal to provide professional survey services on the Fort Berthold Indian Reservation for individual home sites; and

WHEREAS, The Tribal Business Council has received and reviewed the proposal from White Shield Incorporated to complete the aforementioned surveying projects.

THEREFORE BE IT RESOLVED, The Tribal Business Council of the Three Affiliated Tribes hereby formally approves the Professional Services Contract with White Shield Incorporated of Pasco, Washington to assist the Tribe and the Natural Resources Department to provide professional survey services for the Tribe; and

BE IT FURTHER RESOLVED, The total cost for the contract including travel shall not exceed \$100,000.00 unless approved in writing by the Tribal Business Council; and

BE IT FINALLY RESOLVED, the Tribal Chairman and TAT Natural Resources Director are authorized to execute this Professional Services Contract on behalf of the Tribe.

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.

22. 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.

23. 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:

By _____ Date _____

THREE AFFILIATED TRIBES:

By Tex G. Hall Date 11-22-13

CONCURRED:

By: Tex G. Hall Date 11-22-13

Three Affiliated Tribes, Chairman Tex G. Hall

By: _____ Date _____

**MASTER SERVICE AGREEMENT BETWEEN
THE THREE AFFILIATED TRIBES AND
WHITE SHIELD INC.**

This contract is entered into on November 22, 2013, between the Three Affiliated Tribes, 404 Frontage Road, New Town, North Dakota 58763 (hereinafter "Tribe") and, White Shield Inc. (hereinafter "Consultant") 320N. 20th Ave, Pasco WA 99301

WITNESSETH:

Whereas, the TRIBE desires to secure certain professional services in connection with the execution of realty surveys and tribal design projects. It is understood that the CONSULTANT has specialty expertise necessary to augment the TRIBES'S capabilities and the CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services for a variety of tribal realty survey projects.

NOW THEREFORE, the parties agree to as follows.

1. SCOPE OF WORK

This Contract establishes the general conditions for the term of the Master Services Agreement. The CONSULTANT shall furnish all the expertise and other resources necessary to complete all tasks as described in each individual Task Order issued by the TRIBE and agreed to by the CONSULTANT. The CONSULTANT'S services are intended to provide support and assistance to the TRIBE in connection with each Task Order. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and timely completion of its work.

3. TERM OF CONTRACT

The term of this contract shall be for the period of November 22, 2013 through August 1st, 2015, unless terminated sooner in accordance with the applicable provisions of this contract. By agreement of the TRIBE and the CONSULTANT, the term of this contract can be extended through an amendment of the Contract.

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

CONSULTANT shall render the following services to the TRIBE: Professional land surveys, boundary descriptions and staking, property research and professional certificates of survey for home sites, lots, trailer lots and other tribal projects. And other professional design services.

5. WHERE SERVICES ARE TO BE PERFORMED:

Services will be performed at the Ft Berthold Indian Reservation.

6. COMPENSATION AND PAYMENTS:

In consideration of the services to be performed the Consultant shall be paid by lump sum by Task Order, unless otherwise specified in an individual Task Order and shall not exceed the amounts specified in the Task Orders unless authorized in writing by the TRIBE. Should additional services be required that are outside the SCOPE OF WORK as specified in the individual Task Order, and that are approved in writing by the Tribes Natural Resources Administrator, the CONSULTANT shall be compensated in accordance with the rates specified in the Rate Schedule (Attachment A) that is attached to the Task Order. The total compensation under this Contract shall not exceed \$100,000 without written approval of the Tribe.

7. INVOICING

The CONSULTANT will invoice the TRIBE monthly for each Task Order. Each invoice will be accompanied by a brief status report outlining the work completed during each invoice period. Invoicing will be based on the percentage completed for specific task outlined in each Task Order. Expenses will be reimbursed at costs outlined in the attached fee schedule.

8. INDEPENDENT CONTRACTOR:

A. The Consultant assures the Tribe that the Consultant is an independent contractor providing services for the Tribe and that neither the Consultant nor any of the Consultant's employees, agents, sub-Consultants, etc. are employees of the Tribe under this Contract or any subsequent amendment or extension hereof. Consultant has no power or authority to act for, represent, or bind the Tribe or any entity affiliated with the Tribe in any manner. Consultant and Consultant's 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.

9. CONSULTANT NOT TO ENGAGE IN CONFLICTING ACTIVITIES:

During the time of this Contract, Consultant will not enter into any activity, employment, or business arrangement that conflicts with the Tribe's interests or Consultant's status. The Tribe 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 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 COMTEMPLA TE 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 office 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 MODIFICATION:

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:

Without limiting the CONSULTANTS'S indemnification of the TRIBE, CONSULTANT, shall at all times during the terms of this Contract and extended terms thereof, provide and maintain at its own expense, the following types of insurance protecting the interests of the TRIBE. 1. Automobile Liability Insurance in an amount not less than \$500,000 for any hired, owned or non owned vehicles used in performance of the work. 2. Professional Liability Insurance in amounts not less than \$500,000 insuring the CONSULTANT for professional errors or omissions in the performance of work under this agreement. If Requested by the TRIBE, CONSULTANT will provide Certificates of Insurance in form and content satisfactory to the TRIBE, evidencing coverage stated above.

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 all 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:

The MHA Nation, Natural Resources Administrator shall be the supervisor over the Consultant and the Consultant's work.

20. SEVERABILITY:




CERTIFICATION


I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation hereby certify that the Tribal Business Council is composed of seven (7) members of whom five (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, 0 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.


Executive Secretary V. Judy Brugh
Tribal Business Council
Three Affiliated Tribes

ATTEST:


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