

**SECOND AMENDMENT TO  
FORT PECK – MONTANA  
TOBACCO TAX AGREEMENT**

This SECOND AMENDMENT TO THE FORT PECK – MONTANA TOBACCO TAX AGREEMENT is entered into between the Assiniboine and Sioux Tribes of the Fort Peck Reservation (hereinafter “Tribes”) and the State of Montana, Department of Revenue (hereinafter “State”).

**RECITALS**

**WHEREAS**, the Tribes and the State entered into the Fort Peck-Montana Tobacco Tax Agreement on December 15, 1999; which agreement was amended by a First amendment on June 1, 2005;

**WHEREAS**, the Agreement may be amended by the parties pursuant to Section 11 of the Agreement; and

**WHEREAS**, the parties wish to amend certain parts of the Agreement;

**NOW THEREFORE**, the Tribes and the State agree to amend the Agreement as follows:

The second paragraph of subsection (a) in Section 5, Collection and Administration of Taxes is replaced by the following:

The Tribes, through affidavit (in the form attached hereto as Exhibit A) of the Tribes’ Enrollment Office (“Tribal Enrollment Office”) established by the Tribal Council, shall certify to the State by March 31 of each calendar year during the term of this Agreement the number of all enrolled members of the Tribes physically then residing within the Reservation’s boundaries (“Total Resident Enrollment”). In the event the Tribal Enrollment Office does not issue a certification by March 31 of any year subsequent to 2011, the State will use the previous year’s number unless evidence exists to demonstrate that the certified number has decreased or increased. In such case, the parties shall meet and negotiate the certified number before July 1 of such calendar year, utilizing the best evidence available. The Tribes authorizes the State to review and verify the enrollment records, voting records, and other records as appropriate that are maintained by the Tribes, and any other information the Tribes use, should the State wish to verify the Total Resident Enrollment for the calendar year. If there is a dispute between the State and the Tribes regarding the proper actual Total Resident Enrollment for any year, the Tribes and the State shall have 30 days to resolve the issue by agreement. If the issue is not so resolved within 30 days, the State may

use the Total Resident Enrollment figure used for the prior calendar year until a revised Total Resident Enrollment figure is agreed on by both Parties. Any such adjustment to the Total Resident Enrollment figure shall be retroactively applied from January 1<sup>st</sup> of the current calendar year and, to account for the adjustment, a one-time payment adjustment will be made in the payment due for the next full calendar quarter payment.

As required by Section 11 of the Agreement, the parties' signatures are set forth below. Except as expressly amended hereby, all terms and conditions of the Agreement remain in full force and effect.

This Second Amendment shall apply to distributions beginning January 1, 2011.


This Second Amendment consists of two (2) pages.

DATED March 15, 2012

STATE OF MONTANA


ASSINIBOINE AND SIOUX TRIBES OF  
THE FORT PECK RESERVATION

  
\_\_\_\_\_  
Brian Schweitzer, Governor

  
\_\_\_\_\_  
Floyd G. Azure, Chairman  
Fort Peck Tribal Executive Board

  
\_\_\_\_\_  
Dan Bucks, Director  
Department of Revenue

Approved pursuant to § 18-11-105, MCA:

for   
\_\_\_\_\_  
Steve Bullock, Montana Attorney General

**Exhibit A**

STATE OF MONTANA        }  
  : ss  
County of \_\_\_\_\_        }

**AFFIDAVIT**

I, \_\_\_\_\_, being of lawful age, and being first duly sworn, upon oath, depose and say:

1. I am the enrollment clerk for the \_\_\_\_\_ tribal government, responsible for maintaining the record of enrolled tribal members for the \_\_\_\_\_ Tribe of the \_\_\_\_\_ Reservation.
2. I have been the enrollment clerk for the \_\_\_\_\_ Tribal Council since \_\_\_\_\_.
3. In my capacity as enrollment clerk for the \_\_\_\_\_ Tribal Council, I am responsible for maintaining and continually updating the record of those tribal members living on the reservation, off the reservation, and immediately adjacent to the reservation.
4. These records are maintained for a variety of purposes, including registration for tribal elections, state-tribal revenue sharing agreements, and the distribution of treaty monies and other payments to tribal members.
5. On \_\_\_\_\_, I reviewed the tribal records concerning the enrolled tribal members currently residing on the \_\_\_\_\_ Reservation.
6. Based upon my experience and expertise as enrollment clerk for the \_\_\_\_\_ Tribal Council, and based upon the records at my disposal, I conclude that there are \_\_\_\_\_ enrolled tribal members that reside on the \_\_\_\_\_ Reservation, as of \_\_\_\_\_.

I, \_\_\_\_\_, have read the foregoing affidavit and know the contents thereof, and state that the facts and matters contained therein are true, accurate, and complete to the best of my knowledge, information, and belief, subject to penalties for perjury and false swearing.

DATED this \_\_\_\_\_ day of (month), (year).

By: \_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN to me this \_\_\_\_\_ day of (month), (year).

\_\_\_\_\_  
Notary Public for the State of Montana

\_\_\_\_\_  
Printed Name of Notary

Residing at \_\_\_\_\_

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