



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

A Resolution Entitled: “Appointment of Associate Judges for the Fort Berthold Tribal District Court for 2014”.

WHEREAS, This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the Authority under said Act; 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, Article VI, Section 5 (l) of the Constitution of the Three Affiliated Tribes provides that the Tribal Business Council has the power to adopt resolutions regulating the procedure of the Tribal Business Council and other Tribal agencies;

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 the enrolled Members thereof; and

WHEREAS, Title I, Chapter 1, Section 4.2 of the Tribal Code specifically authorizes and directs the Tribal Business Council to appoint licensed attorneys to serve in the capacity of Associate Judges for the Fort Berthold District Court on a calendar year basis ; and

WHEREAS, It is the considered judgment of the Tribal Business Council that the Judiciary of the Three Affiliate Tribes must maintain exceptionally qualified judicial officers to uphold the laws and customs of the MHA Nation; and

WHEREAS, The Tribal Business Council has selected licensed attorneys, William Zuger, Michael Swallow and James Vukelic, to serve as Associate Judges for the Fort Berthold District Court during calendar year 2014; and

NOW, THEREFORE BE IT RESOLVED, the Tribal Business Council of the Three Affiliated Tribes hereby appoints attorneys William Zuger, Michael Swallow and James Vukelic to serve as presiding Associate Judges for the Fort Berthold District Court during calendar year 2014; and



Resolution No. 14-012-VJB

FURTHER, BE IT RESOLVED, that the rate of compensation for each associate judge shall be Fifteen Hundred Dollars (\$1,500.00) per day per court session, which shall include research and drafting Orders, in addition to reimbursement of documented travel expenses as set out in each associate judges contract; and

BE IT FINALLY RESOLVED, the Tribal Business Council hereby directs the Fort Berthold District Court to prepare the appropriate consultant agreements pursuant to the terms and conditions identified above for the respective Associate Judges.

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**CONSULTANT CONTRACT
BETWEEN THE MHA NATION AND
William Zuger**

1. PARTIES

This contract is between the Three Affiliated Tribes Tribal Court, with a mailing address of PO Box 969, New Town, North Dakota 58763 (701) 627-4803 and William Zuger (hereinafter "Consultant") of 320 W. Avenue B, Bismarck, ND 58501.

THE PARTIES AGREE AS FOLLOWS:

2. CONTRACT PURPOSE:

The purpose of this Contract is for the Consultant to provide: Judicial services to the Three Affiliated Tribes and serve as an Associate Judge of the Fort Berthold District Court for the 2014 calendar year.

3. TERM OF CONTRACT

The term of this contract shall be for the period of one calendar year commencing January 1, 2014, or until funds are depleted whichever occurs first, as determined by the Chief Judge of the Tribal Court.

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

Presides over all matters properly brought before the District Court and presides over arraignments in the absence of the Magistrate Judge as directed by the Chief Judge.

Presides over all criminal and custody hearings as directed by the Chief Judge.

Issues or directs issuance of court documents, subpoenas, warrants, summons, writs, judgments, decrees and other documents relating to the court. Knowledge of civil law, criminal law, and other applicable law, and the tribal constitution, codes and ordinances, rules precedents and the relationships affecting jurisdiction on criminal, civil and juvenile cases in Indian Country.

Takes all steps necessary to ensure order in the court, compel obedience to lawful orders of the court, and to compel attendance of persons in a proceeding before him as provided by law.

Sanction individuals for contempt to assure the effectual exercise of these powers.

Provides guidance to support staff on legal and judiciary procedures.

Participates in the development of policy and procedures which contribute to the improved delivery of services and administration of justice on the Fort Berthold Reservations.

5. WHERE SERVICES ARE TO BE PERFORMED:

Services will be performed at the Courthouse of the Fort Berthold District Court or other designated locations approved by the Court.

6. COMPENSATION AND PAYMENTS:

In consideration of the services to be performed the Consultant shall be paid One Thousand, Five hundred Dollars (\$1,500.00), per day for presiding over court hearings. Preparation of Court Orders shall not be additionally compensated; unless, the case requires a lengthy Memorandum of Law opinion, which shall be demonstrated by extensive legal research of Tribal, Federal or State statutes, case law, or both.

7. EXPENSES:

The consultant shall be reimbursed for mileage and lodging expenses, if necessary, for travel to the court at the prevailing GSA approved rate.

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 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 for 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. THAT CONTRACT DOES NOT COMTEMPLATES 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 15 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:

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

19. LIAISON & CONTRACT SUPERVISION:

The Chief Judge 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

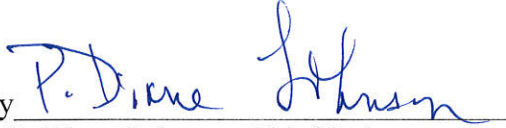
be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not to be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

AGREED AND APPROVED:

CONSULTANT:

By  1/15/14
William Zuger, Associate Judge Date

THREE AFFILIATED TRIBES:

By  01.15.14
P. Diane Johnson, Chief Judge Date

CONCURRED:

By:  1-15-14
Tex G. Hall
Chairman Date

By:  1-15-14
Randy Phelan
Judicial Chairman Date

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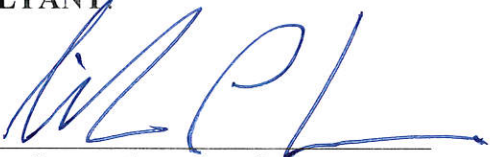
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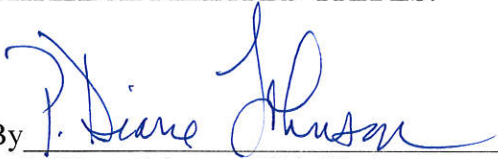
be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not to be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

AGREED AND APPROVED:

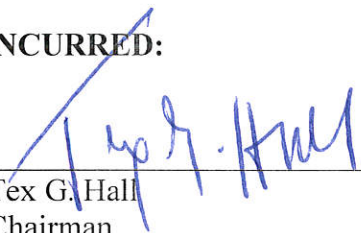
CONSULTANT:

By  1/15/14
William Zuger, Associate Judge Date

THREE AFFILIATED TRIBES:

By  01.15.14
P. Diane Johnson, Chief Judge Date

CONCURRED:

By:  1-15-14
Tex G. Hall Date
Chairman

By:  1-15-14
Randy Phelan Date
Judicial Chairman




CERTIFICATION

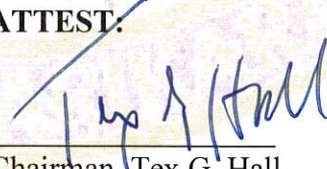
I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum 6 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 9th day of January, 2014, 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.

Chairman [] Voting. [] Not voting.

Dated this 9th day of January 2014.



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

ATTEST:


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