

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; and
- WHEREAS, The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities for the benefit of and on behalf of the interest and welfare of the Tribes and of the enrolled members thereof; and
- WHEREAS, Article VI, Section 5(d) of the Constitution of the Three Affiliated Tribes specifically authorizes the Tribal Business Council to negotiate with State and local governments on behalf of the Tribes; and
- WHEREAS, The State of North Dakota, by and through the Department of Human Services, currently administers the Child Support Enforcement Program pursuant to Title IV-D of the Social Security Act and implementing regulations; and
- WHEREAS, The North Dakota Department of Human Services has approached the Three Affiliated Tribes with a proposal for the creation and implementation of a Fort Berthold Child Support Enforcement Plan through a cooperative agreement between the respective Social Service Boards of the Counties of Dunn, McKenzie, Mountrail, McLean, and Mercer, and the Three Affiliated Tribes; and
- WHEREAS, The Minot Regional Child Support Unit has been designated as the administering agency for the Fort Berthold Child Support Enforcement Plan and has proposed entry into a subcontract between said Regional Child Support Unit and the Office of the Prosecuting Attorney of the Fort Berthold Tribal Court for the purpose of the performance of the duties inherent in the provision of appropriate child support enforcement services on behalf of resident enrolled members of the Tribes; and
- WHEREAS, Said proposed subcontract would provide for the creation within the Fort Berthold Tribal Court system of a new position for the purpose of the performance of such child support enforcement services, which position would be funded by the State of North Dakota in the amount of Fifteen Thousand and 00/100 Dollars (\$15,000.00) per annum, in addition to reimbursement of reasonable expenses actually incurred; and

WHEREAS, It is the considered judgment of the Tribal Business Council that entry by the Three Affiliated Tribes into both the cooperative agreement and the subcontract would be in the interest of and be beneficial to resident enrolled members of the Tribes;

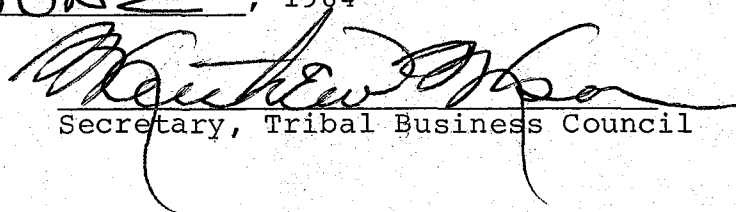
NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council hereby formally approves entry into the Cooperative Agreement between the Three Affiliated Tribes of the Fort Berthold Indian Reservation and Dunn, McKenzie, Mountrail, McLean, and Mercer County Social Service Boards (a copy of which Cooperative Agreement is attached hereto), and further authorizes and directs the Chairman of the Tribal Business Council to execute said Cooperative Agreement on behalf of the Three Affiliated Tribes.

BE IT FURTHER RESOLVED, That the Tribal Business Council hereby formally approves entry into the Contract between the Minot Regional Child Support Unit and the Office of the Prosecuting Attorney of the Fort Berthold Indian Reservation (a copy of which Contract is attached hereto), and further authorizes the Fort Berthold Tribal Court Prosecuting Attorney to execute said Contract on behalf of the Three Affiliated Tribes.

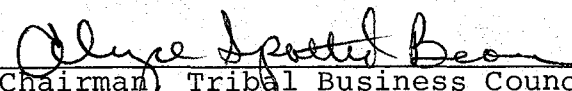
CERTIFICATION

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 11 members of whom 7 constitutes a quorum, 10 were present at a REGULAR Meeting thereof duly called, noticed, convened, and held on the 14 day of JUNE, 1984; that the foregoing resolution was duly adopted at such meeting by the affirmative vote of 10 members, — members opposed, — members abstained, — members not voting, and that said resolution has not been rescinded or amended in any way.

Dated this 14 day of JUNE, 1984


Secretary, Tribal Business Council

ATTEST:


Chairman, Tribal Business Council

COOPERATIVE AGREEMENT

Between

THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION

And

DUNN, MCKENZIE, MOUNTRAIL, MCLEAN AND MERCER COUNTY SOCIAL SERVICE BOARDS

WHEREAS, THE North Dakota Department of Human Services is the designated single state agency to administer Title IV-D of the Social Security Act and is authorized by NDCC 50-09-02 (as amended 1977) to develop and implement a state-wide child support program in accordance with Part B of Public Law 93-647 (as amended); and

WHEREAS, the Federal regulations promulgated under Title IV-D require that there be an organizational structure and sufficient staff at the state or local level to provide for the administration or supervision of child support functions (45 CFR 303.20); and

WHEREAS, the State Child Support Enforcement Plan as required by federal regulations (45 CFR 302-10) provides that the program will be in operation on a state-wide basis in accordance with equitable standards for administration that are mandatory throughout the state; that if administered by a political subdivision of the state, the plan will be mandatory on such political subdivision; and

WHEREAS, NDCC 50-09-02 authorizes the North Dakota Department of Human Services to act as the official agency of the state in the administration of the Child Support Enforcement Program in conformity with Title IV-D of the Social Security Act, as amended, and to direct and supervise county administration of that program; and

WHEREAS, NDCC 50-09-03 authorizes the County Social Service Board to administer the Child Support Enforcement Program under the direction and supervision of the North Dakota Department of Human Services in conformity with Title IV-D of the Social Security Act, as amended; and

WHEREAS, NDCC Chapter 54-40 authorizes contiguous counties to jointly or cooperatively exercise their respective separate powers, or any power common to the contracting parties; and further, to enter into agreements with one another for joint or cooperative action, on a cost-sharing basis, or otherwise, to carry out any function or duty which may be authorized by law or assigned to one or more of them;

NOW THEREFORE, based upon the authority conferred upon the parties hereto by law, a Fort Berthold Child Support Enforcement Plan shall be created by the counties of Dunn, McKenzie, Mountrail, McLean, and Mercer as follows:

WITNESSETH:

ARTICLE I

- A. The Three Affiliated Tribes of the Fort Berthold Indian Reservation agree to cooperate and support the Child Support Enforcement activities initiated by the county social service boards on the Fort Berthold Reservation. The support and cooperation referred to relates to the establishment, collection, and enforcement of child support on behalf of children whose eligibility for aid to families with dependent children (AFDC) is based on the continued absence of the parent from the home and the establishment of paternity for those AFDC cases which include a child born out-of-wedlock; and, for those NON-AFDC individuals who have made application for these services.

ARTICLE II

- A. The Minot Regional Child Support Enforcement Unit is hereby designated as the administering agency for the Child Support Program for the Fort Berthold Child Support Plan. Administrative responsibility shall be the payment of operating expenses and receiving and expending Federal and State operational funds.
- B. Technical direction and supervision in assuring compliance with the standards for an effective program as outlined in the Federal Regulations (45 CFR 303) shall be the responsibility of the North Dakota Department of Human Services and shall be coordinated and discharged through the Minot Regional Child Support Enforcement Unit.
- C. The Minot Regional Child Support Enforcement Unit will be responsible for assuring that the functions of the Fort Berthold Child Support Enforcement Plan as prescribed in the Federal Regulations (45 CFR 303) and required by the single state agency are carried out.
- D. It shall be the responsibility of the North Dakota Department of Human Services to organize the counties under the Fort Berthold Plan and to secure the necessary formal agreements and multi-county cooperation.
- E. The Minot Regional Child Support Enforcement Unit is authorized under this agreement to subcontract for services to the Fort Berthold Child Support Enforcement Plan upon consent of the North Dakota Department of Human Services.

ARTICLE III

- A. The Minot Regional Child Support Enforcement Unit will develop referral procedures to be used in the Fort Berthold Child Support Enforcement Plan consistent with (45 CFR 235.70 or 302.33).
- B. The Minot Regional Child Support Enforcement Unit will take such action as may be required affording equal treatment to each referring county. However, priorities for types of cases upon which action will be taken may be prescribed by the State Agency or as federal policy dictates.

ARTICLE IV - COSTS

- A. The non-federal share of the direct administrative costs of the Fort Berthold Child Support Enforcement Plan will be borne by the North Dakota Department of Human Services.

ARTICLE V - DURATION OF AGREEMENT

- A. The effective date of this Plan and Agreement shall be _____, 1984. Thereafter this Agreement shall be automatically renewed every year commencing July 1, 1985, with each successive renewal to run for a period of one year, subject to the specific conditions of termination set forth following this paragraph.
- B. It is agreed that any party to this Agreement has the power to terminate this Agreement with or without cause, upon thirty (30) days' written notice, or delivered in person, to the other.

ARTICLE VI - POLICY STATEMENT

- A. It is the policy of the North Dakota Department of Human Services to assure that all applicants for, or recipients of, services or assistance from Programs administered by the North Dakota Department of Human Services, or any organization entity which receives funds from the North Dakota Department of Human Services to administer such services or assistance programs, shall not be subjected to discrimination, denied the benefits of such services or assistance, or restricted from the benefits of such services or assistance, on the basis of an applicant's or recipient's race, color, religion, national origin, sex, age, political beliefs or handicap.

COOPERATIVE AGREEMENT

Between

THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION

And

DUNN, MCKENZIE, MOUNTRAIL, MCLEAN, AND MERCER COUNTY SOCIAL SERVICE BOARDS

Date	Tribal Chairman, The Three Affiliated Tribes of the Fort Berthold Indian Reservation.
Date	John Graham, Executive Director North Dakota Department of Human Services
Date	Marcellus Hartze, Administrator Child Support Enforcement Agency
Date	Thomas P. Storby, States Attorney Ward County
Date	Fred Woodiwiss, Administrator Minot Regional Child Support Enforcement Unit

COOPERATIVE AGREEMENT

Between

THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION

And

DUNN, MCKENZIE, MOUNTRAIL, MCLEAN AND MERCER COUNTY SOCIAL SERVICE BOARDS

DUNN COUNTY

Date

Chairman, Dunn County Social Service Board

Date

Director, Dunn County Social Service Board

COOPERATIVE AGREEMENT

Between

THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION

And

DUNN, MCKENZIE, MOUNTRAIL, MCLEAN AND MERCER COUNTY SOCIAL SERVICE BOARDS

MCKENZIE COUNTY

Date

Chairman, McKenzie County Social Service Board

Date

Director, McKenzie County Social Service Board

COOPERATIVE AGREEMENT

Between

THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION

And

DUNN, MCKENZIE, MOUNTRAIL, MCLEAN AND MERCER COUNTY SOCIAL SERVICE BOARDS

MOUNTRAIL COUNTY

Date

Chairman, Mountrail County Social Service Board

Date

Director, Mountrail County Social Service Board

COOPERATIVE AGREEMENT

Between

THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION

And

DUNN, MCKENZIE, MOUNTRAIL, MCLEAN AND MERCER COUNTY SOCIAL SERVICE BOARDS

MCLEAN COUNTY

Date

Chairman, McLean County Social Service Board

Date

Director, McLean County Social Service Board

COOPERATIVE AGREEMENT

Between

THE THREE AFFILIATED TRIBES OF THE FORT BERTHOLD INDIAN RESERVATION

And

DUNN, MCKENZIE, MOUNTRAIL, MCLEAN AND MERCER COUNTY SOCIAL SERVICE BOARDS

MERCER COUNTY

Date

Chairman, Mercer County Social Service Board

Date

Director, Mercer County Social Service Board

CONTRACT

WHEREAS, the Minot Regional Child Support Enforcement Unit, under a Cooperative Agreement between counties bordering the Fort Berthold Indian Reservation and the North Dakota Department of Human Services, has been directed to function as the Administrating Agency for the Fort Berthold Child Support Enforcement Plan, and authorized under said Agreement, Article II, Section E, to subcontract for the performance of duties thereunder, said Regional Child Support Enforcement Unit does hereby contract with the Office of the Prosecuting Attorney for the Three Affiliated Tribes of the Fort Berthold Indian Reservation as follows:

1. The Office of the Prosecuting Attorney agrees to perform Child Support Enforcement duties including necessary legal services requested within a reasonable time, considering the facts and circumstances of each particular case received from the participating counties.
2. Notwithstanding the provisions of paragraph one, the Office of the Prosecuting Attorney may reject a case in which a conflict of interest, actual or potential, exists, in which case the Office of the Prosecuting Attorney agrees to promptly inform the Minot Regional Child Support Enforcement Unit and promptly return to the originating County the case in which a conflict may lie.
3. The Office of the Prosecuting Attorney agrees to keep case records on each case as directly by the Minot Regional Child Support Enforcement Unit.
4. The Minot Regional Child Support Enforcement Unit agrees to provide the Office of the Prosecuting Attorney the annual salary of Fifteen Thousand Dollars (\$15,000.00) per year at a rate of \$1,250.00 per month for the purpose of hiring a full time Child Support Investigator. In addition, said Unit further agrees to pay Fringe Benefits at a rate of .23% times the annual salary. Said Unit further agrees to pay for fees and costs as provided for by Federal and State Agency Rules. Claims for payment for all the necessary services,

CHILD SUPPORT ENFORCEMENT, COOPERATIVE AGREEMENT

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travel, court costs, filing costs, service costs and other incidental costs shall be separately itemized and individually stated for each case.

It is further agreed that travel by the Office of the Prosecuting Attorney or said Investigator in connection with providing child support enforcement duties shall be reimbursed at the rate of twenty (.20¢) cents per mile or at the rate set by the North Dakota Department of Human Services.

5. The Office of the Prosecuting Attorney or said Investigator upon approval of the Office of the Prosecuting Attorney shall submit payment claims monthly on forms provided, and the Minot Regional Child Support Enforcement Unit agrees that payment will be made within thirty (30) days following the receipt of such valid claim.
6. The Office of the Prosecuting Attorney agrees to provide appropriate child support enforcement services upon proper application for those individuals not receiving Public Assistance. In the event fees are charged in the future, the Office of the Prosecuting Attorney agrees to properly remit the said fee according to policies developed by the State Child Support Enforcement Agency.
7. The Office of the Prosecuting Attorney, above and beyond the usual and customary restraints of the canons of professional ethics, agrees to restrict the use of information pertaining to recipients and applicants to purposes directly connected with the administration of the Child Support Enforcement Program.
8. This Agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

CHILD SUPPORT ENFORCEMENT, COOPERATIVE AGREEMENT

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THIS AGREEMENT SIGNED THIS _____ DAY OF _____, 1984.

FOR: THE OFFICE OF THE
PROSECUTING ATTORNEY
FORT BERTHOLD INDIAN RESERVATION
P.O. BOX 501
MANDAREE, NORTH DAKOTA

TOM P. SLOBY
WARD COUNTY STATES ATTORNEY
CONTRACTING OFFICIAL OF THE
MINOT REGIONAL CHILD SUPPORT UNIT
P.O. BOX 2249
MINOT, NORTH DAKOTA 58702-2249