

Resolution No. 88-264-71

RESOLUTION OF THE GOVERNING BODY

OF THE

THREE AFFILIATED TRIBES

OF THE

FORT BERTHOLD INDIAN 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 on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and
- WHEREAS,** The Tribal Business Council of the Three Affiliated Tribes desire to manage the wildlife resources of the Fort Berthold Indian Reservation in a beneficial manner; and
- WHEREAS,** The representatives of the Three Affiliated Tribes have met with the representatives of the State of North Dakota to discuss how the State and Three Affiliated Tribes can better cooperate in the management of fish and wildlife resources; and
- WHEREAS,** As a result of the those meetings the Natural Resources Department has prepared an agreement to be entered into by the State of North Dakota and the Three Affiliated Tribes setting forth the responsibilities of the parties; and
- WHEREAS,** The Tribal Business Council believes that with regard to the management of fish and wildlife resources on the Fort Berthold Reservation it is in the best interest of the Three Affiliated Tribes to enter into the attached agreement.

Tribal Resolution No. 88-264-76
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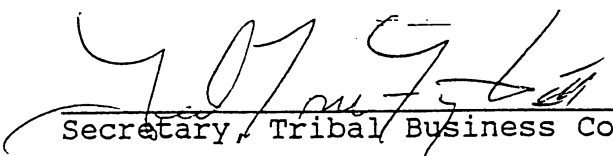
NOW THEREFORE BE IT RESOLVED, The Tribal Business Council hereby approves the attached agreement and authorizes that it be submitted to the State of North Dakota.

C E R T I F I C A T I O N

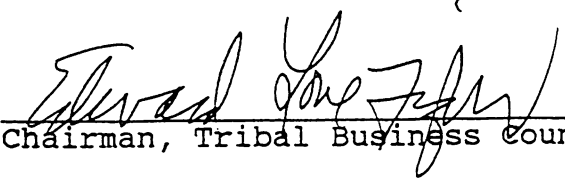
I the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Indian Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitutes a quorum, 7 were present at a Regular Meeting, thereof duly called, noticed, convened, and held on the 15th day of December, 1988; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 members, 0 members opposed, 0 members abstained, 1 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman (voting) (not voting).

Dated this 15th day of December, 1988.


Secretary, Tribal Business Council

ATTEST:


Chairman, Tribal Business Council

D-R-A-F-T

Memorandum of Agreement between

the

Three Affiliated Tribes

and

State of North Dakota

This Agreement, entered into by and between the North Dakota State Game and Fish Department (State) and the Three Affiliated Tribes (Tribes) recognizes that the State and Tribes each have responsibility and authority to provide for the management of the wildlife, fisheries and recreational resources within the exterior boundaries of the Fort Berthold Indian Reservation. Whereas, the State and the Tribes desire to achieve and maintain cooperation for the benefit of the natural resources of the area, and to promote a working relationship between Tribal rangers and State game wardens that will promote public safety and natural resource protection without any concession being made relative to the scope of the respective jurisdiction and authority of each party. The parties hereto agree to the following.

Operating Procedures for Proclamations and Licensing

Both parties agree that the prior to the establishment or modification of any statute, regulation, or proclamation pertaining to the use of wildlife or fishery resources within the exterior boundaries of the Fort Berthold Indian Reservation the party enacting the statute or regulation shall provide the other party thirty days written notice. Said notice shall contain a copy of the proposed statute, regulation, or modification.

For the benefit of individuals utilizing the wildlife and fishery resources within the exterior boundaries of the Fort Berthold Indian Reservation, the State agrees to act as a licensing agent for the distribution, sale and revenue collection of non-member conservation (access) permits, small game licenses, and furbearers licenses. These licenses and permits shall be in the form of stamps which are validated when affixed and signed to the State's fishing, hunting or furbearers certificate. The revenue from the sale of such licenses shall be divided between the State Game and Fish Department and the Tribes' Game and Fish Division. The State Game and Fish Department shall receive ten percent of the value of each License, the Tribes' Game and Fish Division shall receive eighty percent, and the vendor shall receive ten percent. The revenue the State and the Tribes obtain from these sales shall be used exclusively for the management of wildlife and fishery resources within the exterior boundaries of the Fort Berthold Indian Reservation. Non-members hunting, trapping, or fishing on trust lands, and non-members not on public access right-of-ways who cross trust lands to obtain access to fee or

Draft Tribal-State MOA

federal lands shall be required to purchase the appropriate tribal license or permit. Non-members must adhere to the Tribes' regulations when hunting, fishing or trapping on trust lands.

Furthermore, the State and Tribes agree to establish and manage the Fort Berthold Indian Reservation as a separate big game management unit. Both parties agree to cooperate and share in the assimilation of harvest and survey information and the subsequent development of harvest regulations. Tribal member licensing for fishing, hunting and trapping, including big game hunting, shall remain the responsibility of the Tribes' Game and Fish Division.

Cross Deputization and Enforcement Procedures:

Both Tribal rangers and State game wardens shall satisfy all applicable State peace officer standards. Additionally, each party shall provide official credentials to those individuals being deputized.

Within the Fort Berthold Indian Reservation boundaries, normal jurisdiction for the purpose of this Agreement shall be recognized by the parties hereto as follows: the State game wardens' normal jurisdiction shall extend over non-Indians on fee patent lands. The Tribal rangers' normal jurisdiction shall extend over members of the Three Affiliated Tribes and non-member Indians on fee patent and trust lands and over non-Indians on trust lands. Officers of both parties shall have jurisdiction over non-members on lands acquired by the United States for the Garrison Reservoir.

No routine license, permit, equipment, creel, or bag inspection shall be made on any individual outside of the officer's normal jurisdiction, if the identification of the individual is known or determined during initial contact; unless, a violation of law is committed in the officer's presence, there is probable cause to believe that a violation has occurred, or contraband is in plain view. When one of these excepted circumstances occurs, the officer shall have the authority to detain, interview, and collect evidence.

The physical arrest of an individual outside the officer's normal jurisdiction shall only take place when the violator's release would constitute a danger to life, limb or property, and only if an officer or agency with normal jurisdiction cannot be contacted.

When an officer discovers a violation of law outside his normal jurisdiction, the facts, evidence, and other information secured by such officer shall be turned over to the agency with normal jurisdiction as soon as possible, and such officer shall assist that agency with the prosecution of the individual alleged to have violated the law.

Draft Tribal-State MOA


In those cases where evidence or information relating to conduct which is illegal under both Tribal and State law is discovered, but the jurisdictional identity of the violator is not known, the officer shall continue with his investigation and collection of evidence until such time as the identity of the violator becomes known. If the violator is outside the officers' normal jurisdiction, the agency of normal jurisdiction shall be notified immediately. The agency of normal jurisdiction shall be the lead agency in continuation of the investigation and prosecution of the violator.

This Agreement is not designed or intended to increase, decrease or concede the scope of the respective jurisdiction or authority of either party. It is to be used by the cross-deputized officers to guide their activities within the respective normal jurisdictions. This type of mutual cooperation will be to the benefit of both parties, and especially to the natural resources of this area and to those people who use them.

This Agreement shall become effective on the date of the last signature and shall continue in force for a period of three years unless terminated by either party following a written request by one of the parties. Notice of termination must be given at least sixty (60) days prior to the effective termination date. This agreement may be amended or extended at any time following written approval of both the State and the Tribes.

Three Affiliated Tribes

North Dakota Game and Fish
Department

BY: 
Tribal Chairman
Three Affiliated Tribes

BY: _____
Commissioner
North Dakota Game and Fish
Department

Date: 12/15/88

Date: _____