

**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 on behalf of and in the interest of the welfare and benefit 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 and empowers the Tribal Business Council to negotiate with local governments on behalf of the Tribes; and
- WHEREAS,** Article VI, Section 5(j) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to protect and preserve the property and natural resources of the Tribes; and
- WHEREAS,** On the 3rd day of June, 1986, via Resolution #86-81-C, the Tribal Business Council enacted certain legislation, entitled "Abandoned Motor Vehicles", for the purpose of protecting the health and safety of the residents of the Fort Berthold Reservation, enhancing the state of the physical environment of the Reservation, and providing a means of disposing of abandoned motor vehicles and scrap metals; and
- WHEREAS,** In an effort also to protect the economic interests of Tribal members who are the owners of abandoned motor vehicles which have been towed from public or private locations within the corporate limits of the City of New Town and have been stored in an impoundment facility, the Tribal Business Council has directed the Legal Department of the Three Affiliated Tribes to negotiate an agreement with the City of New Town, wherein reasonable rates would be established for the towing and storage of Indian-owned abandoned motor vehicles and a procedure would be established for the auction sale of such Indian-owned vehicles, whereby the Three Affiliated Tribes would receive a percentage of the net sale proceeds; and
- WHEREAS,** Upon the basis of its review and consideration of the proposed agreement presented by the Legal Department, the

Tribal Business Council has deemed it to be in the best interests of the Tribes and their members to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, That the Tribal Business Council of the Three Affiliated Tribes hereby formally approves entry into the agreement between the Three Affiliated Tribes and the City of New Town, a true and correct photostatic copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED, That the Tribal Business Council hereby authorizes the Tribal Chairman to execute said agreement on behalf of the Three Affiliated Tribes.


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 Reservation, hereby certify that the Tribal Business Council is composed of 7 members of whom 5 constitute a quorum, 6 were present at a Special Meeting thereof duly called, noticed, convened, and held on the 14th day of June, 1995; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 1 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 14th day of June, 1995.

Daylon Spotted Bear
Secretary, Tribal Business Council

ATTEST:



Chairman, Tribal Business Council

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of June, 1995, by and between the Three Affiliated Tribes, whose administrative offices are located in New Town, North Dakota (hereinafter referred to as "Tribe"), and the City of New Town, New Town, North Dakota (hereinafter referred to as "City").

WHEREAS, the Tribe has enacted an abandoned motor vehicles act, codified at Chapter 4A, Subchapter 2A of the Code of Laws, which provides for the towing, storage, and ultimate disposition of Indian-owned abandoned motor vehicles; and

WHEREAS, periodically there are Indian-owned abandoned motor vehicles within the corporate limits of the City of New Town; and

WHEREAS, the City of New Town has contracted with Rensch Chevrolet for the towing of abandoned motor vehicles, and with Lakeview Wrecking for the storage of such vehicles, until ultimate disposition.

WHEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto do hereby agree as follows:

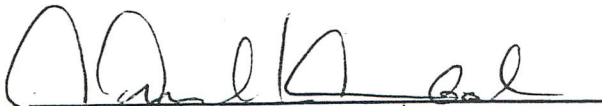
1. That the City shall be responsible for the following:
 - A. The City shall tow and store Indian-owned motor vehicles abandoned within the corporate limits of the City of New Town, at the request of either a Bureau of Indian Affairs police officer, a City of New Town police officer who is cross-deputized with the Tribe, or the Indian owner of such vehicle.
 - B. The City shall send out and publish notices as required by the Tribe's Abandoned Motor Vehicles Act and file copies of the same with the Three Affiliated Tribes District Court.
 - C. The City shall assess towing charges against the respective Indian owners of the towed motor vehicles at the rate of \$25.00 per vehicle.
 - D. The City shall assess storage charges on such vehicles against the respective Indian owners at a minimum rate of \$5.00 per vehicle, with any vehicle stored in excess of five (5) days being assessed an additional charge of \$1.00 per day.
 - E. The City shall publicly auction Indian-owned motor vehicles in accordance with the Tribe's Abandoned Motor Vehicles Act, deduct from the total sale price the applicable expenses incurred in the auctioning procedure, and the outstanding towing and storage charges, and make payment of the net proceeds thereafter in the following proportions: 50% to the City and 50% to the Tribe.

- F. The City shall be responsible for all contracts with Rensch Chevrolet and Lakeview Wrecking, and with any respective successors.
 - G. The City, in its implementation of this Agreement, shall defer to all applicable procedures and other requirements prescribed by the Tribe's Abandoned Motor Vehicles Act.
2. That the Tribe shall be responsible for the following:
- A. The Tribe shall cause a copy of its Abandoned Motor Vehicles Act to be submitted to the Auditor of the City of New Town at the time this Agreement is entered into.
 - B. The Tribe shall inform the City of any Legislative changes, modifications, repeals, or new enactments that may in any way affect this Agreement, with notice of such Legislative actions being submitted to the Auditor of the City of New Town.
 - C. The Tribe shall work cooperatively with the City in the implementation of this Agreement for the benefit of the health and welfare of all residents of New Town.
3. That this Agreement shall become effective upon its execution by the Tribe and the City, and shall remain in effect perpetually, unless terminated in writing by either party upon 60 days notice to the other party.
4. That any modifications of or amendments to this Agreement may be made upon their submission in writing, signed by each party, and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties have set their respective hands in duplicate on the 12th day of June, 1995.


CITY OF NEW TOWN

THREE AFFILIATED TRIBES


By: Clare Aubol, City Mayor


By: Russell Mason Sr., Chairman
Tribal Business Council

ATTEST:


Warren Bratvold, City Auditor