

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 3 of the Constitution of the Three Affiliated Tribes specifically grants to the Tribal Business Council all necessary sovereign authority - legislative and judicial - for the purpose of exercising the jurisdiction granted by the People and delegates to the Tribal Court such judicial power and authority as may be necessary to realize the jurisdiction granted by the People; and

WHEREAS, Article VI, Section 3(a) of the Constitution of the Three Affiliated Tribes specifically empowers, in part, the Tribal Business Council to employ legal counsel; and

WHEREAS, The Fort Berthold District Court is in need a Special Prosecutor to assist the Court in completing the goals and objectives of the Edward Byrne Grant for the prosecution of the backlog of pending criminal cases; and

WHEREAS, The Fort Berthold District Court in the completion of the goals and objectives of the Edward Byrne Grant further requires the Special Prosecutor to establish and implement a time and case management system for future utilization by the Office of the Prosecution; and,

NOW, THEREFORE BE IT RESOLVED, That the Tribal Business Council hereby employs Dennis Edward Johnson, Ltd. (a professional corporation), of P.O. Box 1260, Watford City, North Dakota 58854, to serve in the capacity as Special Prosecutor for the Three Affiliated Tribes; and

BE IT FURTHER RESOLVED, That the rate of pay shall be set at Two Thousand Dollars (\$2,000.00), per month until completion of the project, not to exceed the award of the Edward Byrne Grant, which is the sum of Twenty Thousand Dollars (\$20,000.00); and

BE IT FURTHER RESOLVED, That the Tribal Business Council hereby approves the attached Consultant Agreement with Dennis Edward Johnson, Ltd. (a professional corporation).

CONSULTANT AGREEMENT

This Agreement is made this 14th day of March, 1996, by and between the Fort Berthold District Court and Dennis Edward Johnson, Ltd. (a professional corporation), of P.O. Box 1260, Watford City, North Dakota 58854.

WITNESSETH:

1. BE IT KNOWN, that for the purposes of this Agreement, the Parties involved shall herein after be known as the Fort Berthold District Court, or as the "Party to the First Part", and as the Consultant, or as the "Party of the Second Part"; and

2. FURTHER, that in consideration of the undertaking set forth and described herein, P. Diane Avery, District Judge, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purpose(s):

To act as a special prosecutor for the Three Affiliated Tribes to:

a. Prosecution and/or resolution of approximately 900 pending criminal charges charged out on or before December 31, 1995;

b. Development of Docket Currency standards and time table for Tribal Court criminal cases, including relevant check lists and forms;

c. Review Tribal Criminal Rules and make suggested changes for deficiencies noted or improvements.

3. FURTHER, that the Consultant shall be retained for the period beginning March 31, 1996, and ending December 31, 1996.

4. FURTHER, that the Consultant will be entitled to compensation for services rendered in connection with the performance of the scope as stated in Paragraph 2, hereinabove for which the Consultant is retained. The actual schedule of payments shall be as follows:

a. \$2,000.00 each month payable by the 15th day of the month following the month in which the work is done or billing statement submitted;

b. Provide to Consultant one complete current copy of the Three Affiliated Tribes Code on or before April 1, 1996;

c. Waiver of Tribal Court Attorney license fees for all attorneys employed by Consultant for year 1996.

5. FURTHER, that it is hereby stipulated that compensation as described shall constitute full payment for services rendered,

and that additional assessments of expenses not identified herein shall be the sole responsibility of the Consultant; and

6. FURTHER, that the Consultant shall submit periodic reports as requested by the Party of the First Part and is required by this Agreement to submit a Final Consultant Project Report, both narrative and financial, pertaining to the performance of services rendered. The Consultant is required to keep an accurate record of time incurred in connection with such services, and he shall, when requested, furnish additional information to the Party of the First Part. The Consultant shall not be entitled to any payment of fees unless and until he has provided the aforementioned information with respect thereto, in the form and substance acceptable to the authorized representative of the Party of the First Part; and

7. FURTHER, that the Consultant hereby agrees that during the time that he is retained by the Party of the First Part as a Consultant under this Agreement, he will not render services, give advice or counsel, release, give or disclose information, documents or any like instruments to any other person or entity which is engaged in or is likely to become engaged in activities which are or could possibly be competitive with the interests of the Fort Berthold District Court;

Nor shall the Consultant, when retained by the Party of the First Part, compete with the Fort Berthold District Court on his own account or for his own benefit or engage in any activity which creates or is likely to create a conflict of interest between himself and the Court;

Nor shall the Consultant make any other use of information provided, compiled or gathered pertaining to the Court's business methods, operations, costs, proposals, budgets, projections, court records and/or any other information of a confidential or sensitive nature to which the Consultant was privy to for the period of time which he was retained under this Agreement;

And, that upon termination or completion of the Consultant's services to the Party of the First Part, the Consultant agrees to return and/or submit all written and other materials, which are not matters of public record, furnished by the Court or accumulated by the Consultant in the performance of this Agreement.

And, that all reports, legal research, documents and statistical information compiled, developed and/or written by the Consultant in the performance of services under this Agreement are now and shall remain the sole property of the Fort Berthold District Court and that all rights to such materials are also the sole property of the Fort Berthold District Court; and

8. FURTHER, that this Agreement may be terminated at any time, with or without cause, by either Party, upon notice in

writing. This written notice shall be deemed sufficiently given if posted by certified mail and shall be effective on or before ten working days after receipt of the Notice to Terminate by the other party.

And, any and all services performed up to and including the final date of this Agreement due to termination shall be deemed allowable for payment after the final review and acceptance of the items specified within Parts 6 and 7 of this Agreement. The request for payment shall be submitted along with these required items and shall clearly note that this is a request for "Final Payment Due to Termination:; and,

9. That this Agreement does not waive the sovereign immunity of the Three Affiliated Tribes.

10. Fort Berthold District Court represents it has obtained all necessary Tribal authority to enter into this Agreement and the District Judge is authorized to bind the District Court to the terms and conditions of this Agreement as evidenced by the Resolution of the Three Affiliated Tribes Business Council attached hereto.

11. AND FINALLY, that this Agreement constitutes the entire understanding between the Party of the First Part and the Party of the Second Part, and that no amendment or modification hereof shall be effective unless reduced in writing and executed by both Parties with the appropriate approvals.

IN WITNESS HEREOF, the Parties hereto identified have executed this Agreement as of the date first written, and do hereby certify that the signatures signifying Approval and Acceptance are true and authorized representatives of the respective Parties involved in this Agreement and this Agreement shall be effective upon signature of all parties and approval by resolution by the Three Affiliated Tribes Business Council.

APPROVAL:

P. Diane Arey
District Judge

Dated: 3/14/96

ACCEPTANCE:

Dennis J. [Signature]
Consultant

Dated: 3/14/96


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, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 14th day of March, 1996; that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 Members, 0 Members Opposed, 1 Members abstained, 0 Members Not Voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 14th day of March, 1996.

Daylon Spotted Bear
Secretary, Tribal Business Council

ATTEST:



Chairman, Tribal Business Council