

**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 of the Constitution of the Three Affiliated Tribes empowers the Tribal Business Council to establish and operate a Court; and
- WHEREAS,** Chapter I, Subchapter 2 of the Tribal Code of the Three Affiliated Tribes authorizes the Tribal Business Council to Appoint a Magistrate; and
- WHEREAS,** The Magistrate has resigned on July 18, 1996, from said Position for the District Court of the Three Affiliated Tribes; and
- WHEREAS,** The Court is currently without a Magistrate to preside over arraignments, sign warrants and emergency orders; and
- WHEREAS,** The duties and responsibilities of the District Court Magistrate are contained in the Code of Laws of the Three Affiliated Tribes and further specified by Resolution; and
- WHEREAS,** It is the considered judgment of the Three Affiliated Tribes that the position of Magistrate be immediately filled; and
- NOW, THEREFORE, BE IT RESOLVED,** That the Tribal Business Council hereby appoints Elton Spotted Horse to the position of District Court Magistrate; and
- BE IT FURTHER RESOLVED,** That the appointment of Elton Spotted Horse to serve in the capacity as Magistrate for the District Court be a temporary appointment, ending September 30, 1996.

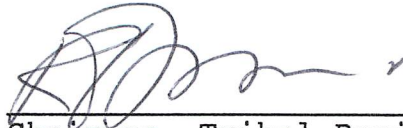
C E R T I F I C A T I O N

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 23rd day of July, 1996; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 3 members, 1 members opposed, 2 members abstained, 0 not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 23rd day of July, 1996.

Daylan Spittel Bear
Secretary, Tribal Business Council

ATTEST:



Chairman, Tribal Business Council

CONSULTANT AGREEMENT

This Agreement is made this 23rd day of July, 1996, by and between the Fort Berthold District Court and _____ (Name of Consultant), of _____ (Address).

SS# _____

WITNESSETH:

1. **BE IT KNOWN**, that for the purposes of this Agreement, the Parties involved shall hereinafter be known as the Fort Berthold District Court, or as the "Party of 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, the Fort Berthold District Court, as per the stipulations specified within this Agreement, hereby retains the Consultant for the following purpose(s):

To serve as Magistrate which entails the signing of warrants and Exparte Orders including the signing of Exparte Child Custody Orders provided the petitioner is the Three Affiliated Tribes, the signing of Exparte Abuse Protection Orders and Emergency Commitments. To preside at arraignments and including hearings involving situations wherein the Respondent has waived their rights to a full hearing, such as Commitments. Including, the signing of voluntary Custody Orders.

Arraignments shall be held on Monday and Friday at 1:00 PM. Wednesday if needed.

3. **FURTHER**, that the Consultant shall be retained for the period beginning 23rd day of July, 1996, and ending the 30th day of September, 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:

The Consultant shall be paid six hundred dollars (\$600.00) per month for August and September, 1996, and will be paid one hundred fifty (\$150.00) for three (3) half (1/2) days in July, 1996. The Consultant will be paid mileage at a rate of thirty cents (.¢30) per mile for travel required to attend arraignments.

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 the 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, unless directed by court of competent jurisdiction;

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 materials, or other materials which are not a matter of public record; including, any other legal materials furnished by court to 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 (10) working days upon receipt of the Notice to Terminate.

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 in Paragraph 6 & 7 hereinabove. 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. **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 hereby certify that the signatures signify Approval and Acceptance are true and authorized representatives of the Respective Parties involved in this Agreement.

APPROVAL:

/s/ Mark A. Fox
MARK FOX, CHAIRMAN
JUDICIARY COMMITTEE

Date: 7-23-96

/s/ _____
CONSULTANT

Date: _____