



**RESOLUTION OF THE GOVERNING BODY
OF THE THREE AFFILIATED TRIBES
OF THE FORT BERTHOLD INDIAN RESERVATION**

**A Resolution Entitled: “Appointment of Associate Judges for the
Fort Berthold District Court, Calendar Year 2015”**

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 the enrolled members thereof; and

WHEREAS, Title I, Chapter 1, Section 4.2 of the Fort Berthold Tribal Code specifically authorizes and directs the Tribal Business Council to appoint licensed attorneys to each serve in the capacity of Associate Judges for the Fort Berthold District Court on a calendar year basis; and

WHEREAS, It is the considered judgment of the Tribal Business Council that the Judiciary of the Three Affiliated Tribes must maintain exceptionally qualified judicial officers to uphold the laws and customs of the MHA Nation; and

WHEREAS, The Tribal Business Council has selected four (4) licensed attorneys who have served the MHA Nation in a manner consistent with exemplary judicial standards, and who are knowledgeable of the Code of Laws of the MHA Nation, and who acknowledge the laws and customs of a Tribal Sovereign Nation; and,

NOW, THEREFORE BE IT RESOLVED, the Tribal Business Council of the Three Affiliated Tribes hereby appoint attorneys John Mahoney, James Vukelic, Peter Furuseth, and Joel Medd to serve as Associate Judges for calendar year 2015.

BE IT FURTHER RESOLVED, the rate of compensation for each appointee shall be Twelve Hundred Dollars (\$1,200.00) per day.

BE IT FURTHER RESOLVED, the Chief Judge, P. Diane Johnson, is hereby authorized to enter into consulting agreements with the four (4) Associate Judges identified above pending legal department review.

CONSULTANT CONTRACT
BETWEEN THE MHA NATION AND
John J. Mahoney

1. PARTIES

This contract is between the Three Affiliated Tribes Tribal Court, with a mailing address of P.O. Box 969, New Town, North Dakota 58763 (701) 627-4803, and John J. Mahoney (hereinafter "Consultant") of P.O. Box 355, Center, ND 58530-0355.

THE PARTIES AGREE AS FOLLOWS:

2. CONTRACT PURPOSE:

The purpose of this Contract is for the Consultant to provide: Judicial services to the Three Affiliated Tribes and serve as an Associate Judge of the Fort Berthold District Court for the 2015 calendar year.

3. TERM OF CONTRACT

The term of this contract shall be for the period of one calendar year commencing January 1, 2015.

4. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT:

Presides over civil and criminal cases as assigned by the Chief Judge. Issues or directs issuance of Court Orders and other documents relating to the Court. Must be knowledgeable of Tribal civil, criminal and administrative law; including, having knowledge of the Tribal Constitution, Code of Laws, applicable Federal Laws and other rules and case law precedent pertinent to the matter brought before the MHA Nation District Court. Takes all steps necessary to ensure order in the court, compel obedience to lawful orders of the court, and to compel attendance of persons in a proceeding before him as provided by law. Sanctions individuals for contempt to assure the effectual exercise of these powers. Provides guidance to support staff on legal and judiciary procedures. Participates in the development of policy and procedures which contribute to the improved delivery of services and administration of justice on the Fort Berthold Reservations.

5. WHERE SERVICES ARE TO BE PERFORMED:

Services will be performed at the Courthouse of the Fort Berthold District Court or other designated locations approved by the Court.

6. COMPENSATION AND PAYMENTS:

In consideration of the services to be performed the Consultant shall be paid One Thousand, Two Hundred Dollars (\$1,200.00) per day for presiding over court hearings. Preparation of Court Orders shall not be additionally compensated; unless, the case requires a lengthy Memorandum of Law opinion, which shall be demonstrated by extensive legal research of Tribal, Federal or State statutes, case law, and/or both.

7. INDEPENDENT CONTRACTOR:

- A. The Consultant assures the Tribe that the Consultant is an independent contractor providing services for the Tribe and that neither the Consultant nor any of the Consultant's employees, agents, sub-Consultants, etc. are employees of the Tribe under this Contract or any subsequent amendment or extension hereof. Consultant has no power or authority to act for, represent, or bind the Tribe any entity affiliated with the Tribe in any manner. Consultant and Consultant's employees are not entitled to any medical coverage, life insurance, or participation in any other benefits afforded to the Tribe's regular employees, or those of Tribe affiliated entities. If the Tribe or any of Tribe affiliated companies are required to payor withhold any taxes or make any other payment with respect to fees payable to Consultant, Consultant will reimburse the Tribe or the affiliated entity in full for taxes paid, and permit the Tribe to make deductions for taxes required to be withheld from any sum due the Consultant.
- B. The Consultant is solely responsible for assuring compliance with all legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the employment of any persons providing services to the Consultant or any of its sub-Consultants, under this Contract. The Consultant agrees that the Consultant shall indemnify the Tribe for any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing for resulting from, 1) the Consultant's failure to comply with this Contract, or 2) from any ruling of any legal authority or claims by any sub-Consultant, employee or alleged employee of the Consultant, that the Consultant or a person the Consultant has held out to be his/her employee is an employee of the Tribe.

8. CONSULTANT NOT TO ENGAGE IN CONFLICTING ACTIVITIES:

During the time of this Contract, Consultant will not enter into any activity, employment, or business arrangement that conflicts with the Tribe's interests or Consultant's status. The Tribe shall have the option of terminating this Contract at any time if in Tribe's sole judgment; a conflict of interest exists or is imminent. Consultant will advise the Tribe of Consultant's position with respect to any activity, employment, or business arrangement contemplated by Consultant that may be relevant to this Section. For this purpose, Consultant agrees to disclose any such plans to the Tribes prior to implementation.

9. THAT CONTRACT DOES NOT COMTEMPLA TE CORRUPT PRACTICES - DOMESTIC OR FOREIGN:

Consultant represents and warrants that, (a) all payments under this Contract constitute compensation for services performed, and (b) this Contract and all payments, and the use of the payments by Consultant, do not and shall not constitute an offer, payment, or promise, or authorization of payments, and of any money or gift to an office or political party of, or candidate for political office in, any jurisdiction within or outside the United States. These payments may not be used to influence any act or decision of any official, party, or candidate to use his, her or its influence with a government to affect or influence any act or decision of such government to assist the Tribe in obtaining, retaining, or directing business to the Tribe or any person or other corporate entity. As used in this paragraph, the term "official" means any officer or employee of a government, or any person acting in an official capacity for or on behalf of any government; the

term "government" includes department, agency, or instrumentality of a government.

10. FUNDING AVAILABILITY:

The Consultant agrees and understands that this Contract is dependent upon available funding. In the event such funding expires or is reduced, this Contract may be terminated or modified by the Tribe at its sole discretion. Modification of the Contract includes, but is not limited to, reduction of the rates or amounts of consideration of the alteration of the manner of the performance in order to reduce expenditures under the Contract.

11. TERMINATION OF CONTRACT:

When terminated for cause by either party, this Contract may be terminated immediately upon written notice. Written notice shall be delivered to the addresses set forth under Paragraph 1 above. This Contract may be terminated without cause upon 60 days written notice to the other party. Any notice deadline shall be measured from the date the notice is posted and mailed.

12. GOVERNING LAW:

This Contract is subject to and shall be interpreted in accordance with the laws of the Three Affiliated Tribes.

13. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES:

The rights and duties under this Contract may not be assigned or delegated by either party without the prior written consent of the other.

14. ENTIRE CONTRACT AND MODIFICATION:

This Contract contains the entire Agreement between the parties. This Contract may not be modified except as evidenced in writing agreed to by both parties.

15. INSURANCE & INDEMNIFICATION:

None.

16. JURISDICTION:

This Contract was executed and is to be carried out on the Fort Berthold Indian Reservation. Any dispute arising under this Contract is subject to the jurisdiction of the Fort Berthold District Court.

17. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with all applicable Federal, State, and Tribal (i.e. TERO) laws and regulations in performing this Contract. Consultant shall also comply with all of the Tribes applicable policies, procedures and rules.

18. LIAISON & CONTRACT SUPERVISION:

The Chief Judge shall supervise the execution of this Contract.

19. SEVERABILITY:

It is understood and agreed by the parties hereto that if any term or provision of this Contract is held to be illegal, void or in conflict with any applicable Tribal, State or Federal law, the validity of the remaining terms and provisions shall not be affected. And the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

20. WAIVER:

Waiver of any default, breach or failure to perform under this Contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not to be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

21. SOVEREIGN IMMUNITY:

Nothing in this Consultant Agreement shall be construed, held or interpreted as a waiver of the sovereign immunity of the Three Affiliated Tribes, its officials, agents or assigns.

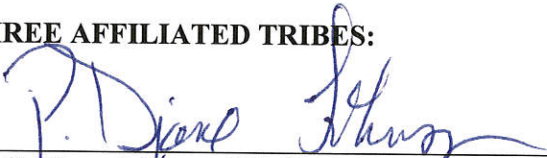
AGREED AND APPROVED:

CONSULTANT:

By: 
John J. Mahoney, Associate Judge


2/19/15
Date

THREE AFFILIATED TRIBES:


By: 
P. Diane Johnson, Chief Judge

2/24/15
Date

CONCURRED:

By: 
Mark N. Fox, Chairman
acting chairman

2-11-15
Date

By: 
Mervin Packineau, Treasurer

2-11-15
Date

CONSULTANT CONTRACT
BETWEEN THE MHA NATION AND
James M. Vukelic

1. PARTIES

This contract is between the Three Affiliated Tribes Tribal Court, with a mailing address of P.O. Box 969, New Town, North Dakota 58763 (701) 627-4803, and James M. Vukelic, 916 W Ave C, Bismarck, ND 58501.

THE PARTIES AGREE AS FOLLOWS:

2. CONTRACT PURPOSE:

The purpose of this Contract is for the Consultant to provide: Judicial services to the Three Affiliated Tribes and serve as an Associate Judge of the Fort Berthold District Court for the 2015 calendar year.

3. TERM OF CONTRACT

The term of this contract shall be for the period of one calendar year commencing January 1, 2015.

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- A. The Consultant assures the Tribe that the Consultant is an independent contractor providing services for the Tribe and that neither the Consultant nor any of the Consultant's employees, agents, sub-Consultants, etc. are employees of the Tribe under this Contract or any subsequent amendment or extension hereof. Consultant has no power or authority to act for, represent, or bind the Tribe any entity affiliated with the Tribe in any manner. Consultant and Consultant's employees are not entitled to any medical coverage, life insurance, or participation in any other benefits afforded to the Tribe's regular employees, or those of Tribe affiliated entities. If the Tribe or any of Tribe affiliated companies are required to payor withhold any taxes or make any other payment with respect to fees payable to Consultant, Consultant will reimburse the Tribe or the affiliated entity in full for taxes paid, and permit the Tribe to make deductions for taxes required to be withheld from any sum due the Consultant.
- B. The Consultant is solely responsible for assuring compliance with all legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the employment of any persons providing services to the Consultant or any of its sub-Consultants, under this Contract. The Consultant agrees that the Consultant shall indemnify the Tribe for any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing for resulting from, 1) the Consultant's failure to comply with this Contract, or 2) from any ruling of any legal authority or claims by any sub-Consultant, employee or alleged employee of the Consultant, that the Consultant or a person the Consultant has held out to be his/her employee is an employee of the Tribe.

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term "government" includes department, agency, or instrumentality of a government.

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15. INSURANCE & INDEMNIFICATION:

None.

16. JURISDICTION:

This Contract was executed and is to be carried out on the Fort Berthold Indian Reservation. Any dispute arising under this Contract is subject to the jurisdiction of the Fort Berthold District Court.

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The Chief Judge shall supervise the execution of this Contract.

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AGREED AND APPROVED:

CONSULTANT:

By _____
James M. Vukelic, Associate Judge

Date

THREE AFFILIATED TRIBES:

By P. Diane Johnson
P. Diane Johnson, Chief Judge

02-24-2015
Date

CONCURRED:

By: Randy Phelan
Mark N. Fox, Chairman
acting chairman

2-11-15
Date

By: Mervin Packineau
Mervin Packineau, Treasurer

2-11-15
Date

CONSULTANT CONTRACT
BETWEEN THE MHA NATION AND
Joel D. Medd

1. PARTIES

This contract is between the Three Affiliated Tribes Tribal Court, with a mailing address of P.O. Box 969, New Town, North Dakota 58763 (701) 627-4803, and Joel D. Medd (hereinafter "Consultant"), Surrogate Judge c/o Supreme Court, Judicial Wing, 1st Floor, 600 E. Boulevard Ave., Bismarck, ND 58505-0530.

THE PARTIES AGREE AS FOLLOWS:

2. CONTRACT PURPOSE:

The purpose of this Contract is for the Consultant to provide: Judicial services to the Three Affiliated Tribes and serve as an Associate Judge of the Fort Berthold District Court for the 2015 calendar year.

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15. INSURANCE & INDEMNIFICATION:

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The Chief Judge shall supervise the execution of this Contract.

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AGREED AND APPROVED:

CONSULTANT:

By _____
Joel D. Medd, Associate Judge

Date

THREE AFFILIATED TRIBES:

By P. Diane Johnson
P. Diane Johnson, Chief Judge

02.24.2015
Date

CONCURRED:

By: Randy Phelan
Mark N. Fox, Chairman
acting chairman

2-11-15
Date

By: Mervin Packineau
Mervin Packineau, Treasurer

2-11-15
Date

CONSULTANT CONTRACT
BETWEEN THE MHA NATION AND
Peter Furuseth

1. PARTIES

This contract is between the Three Affiliated Tribes Tribal Court, with a mailing address of P.O. Box 969, New Town, North Dakota 58763 (701) 627-4803, and Peter Furuseth (hereinafter "Consultant") of P.O. Box 417, Williston, ND 58802.

THE PARTIES AGREE AS FOLLOWS:

2. CONTRACT PURPOSE:

The purpose of this Contract is for the Consultant to provide: Judicial services to the Three Affiliated Tribes and serve as an Associate Judge of the Fort Berthold District Court for the 2015 calendar year.

3. TERM OF CONTRACT

The term of this contract shall be for the period of one calendar year commencing February of 2015.

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The Consultant is solely responsible for assuring compliance with all legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts which may be legally required with respect to the employment of any persons providing services to the Consultant or any of its sub-Consultants, under this Contract. The Consultant agrees that the Consultant shall indemnify the Tribe for any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing for resulting from, 1) the Consultant's failure to comply with this Contract, or 2) from any ruling of any legal authority or claims by any sub-Consultant, employee or alleged employee of the Consultant, that the Consultant or a person the Consultant has held out to be his/her employee is an employee of the Tribe.

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During the time of this Contract, Consultant will not enter into any activity, employment, or business arrangement that conflicts with the Tribe's interests or Consultant's status. The Tribe shall have the option of terminating this Contract at any time if in Tribe's sole judgment; a conflict of interest exists or is imminent. Consultant will advise the Tribe of Consultant's position with respect to any activity, employment, or business arrangement contemplated by Consultant that may be relevant to this Section. For this purpose, Consultant agrees to disclose any such plans to the Tribes prior to implementation.

9. THAT CONTRACT DOES NOT COMTEMPLA TE CORRUPT PRACTICES - DOMESTIC OR FOREIGN:

Consultant represents and warrants that, (a) all payments under this Contract constitute compensation for services performed, and (b) this Contract and all payments, and the use of the payments by Consultant, do not and shall not constitute an offer, payment, or promise, or authorization of payments, and of any money or gift to an office or political party of, or candidate for political office in, any jurisdiction within or outside the United States. These payments may not be used to influence any act or decision of any official, party, or candidate to use his, her or its influence with a government to affect or influence any act or decision of such government to assist the Tribe in obtaining, retaining, or directing business to the Tribe or any person or other corporate entity. As used in this paragraph, the term "official" means any officer or employee of a

government, or any person acting in an official capacity for or on behalf of any government; the term "government" includes department, agency, or instrumentality of a government.

10. FUNDING AVAILABILITY:

The Consultant agrees and understands that this Contract is dependent upon available funding. In the event such funding expires or is reduced, this Contract may be terminated or modified by the Tribe at its sole discretion. Modification of the Contract includes, but is not limited to, reduction of the rates or amounts of consideration of the alteration of the manner of the performance in order to reduce expenditures under the Contract.

11. TERMINATION OF CONTRACT:

When terminated for cause by either party, this Contract may be terminated immediately upon written notice. Written notice shall be delivered to the addresses set forth under Paragraph 1 above. This Contract may be terminated without cause upon 60 days written notice to the other party. Any notice deadline shall be measured from the date the notice is posted and mailed.

12. GOVERNING LAW:

This Contract is subject to and shall be interpreted in accordance with the laws of the Three Affiliated Tribes.

13. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES:

The rights and duties under this Contract may not be assigned or delegated by either party without the prior written consent of the other.

14. ENTIRE CONTRACT AND MODIFICATION:

This Contract contains the entire Agreement between the parties. This Contract may not be modified except as evidenced in writing agreed to by both parties.

15. INSURANCE & INDEMNIFICATION:

None.

16. JURISDICTION:

This Contract was executed and is to be carried out on the Fort Berthold Indian Reservation. Any dispute arising under this Contract is subject to the jurisdiction of the Fort Berthold District Court.

17. COMPLIANCE WITH APPLICABLE LAWS:

The Consultant shall comply with all applicable Federal, State, and Tribal (i.e. TERO) laws and regulations in performing this Contract. Consultant shall also comply with all of the Tribes applicable policies, procedures and rules.

18. LIAISON & CONTRACT SUPERVISION: The Chief Judge shall supervise the execution of this Contract.

19. SEVERABILITY:

It is understood and agreed by the parties hereto that if any term or provision of this Contract is held to be illegal, void or in conflict with any applicable Tribal, State or Federal law, the validity of the remaining terms and provisions shall not be affected. And the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

20. WAIVER:

Waiver of any default, breach or failure to perform under this Contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not to be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

21. SOVEREIGN IMMUNITY:

Nothing in this Consultant Agreement shall be construed, held or interpreted as a waiver of the sovereign immunity of the Three Affiliated Tribes, its officials, agents or assigns.

AGREED AND APPROVED:

CONSULTANT:

By _____
Peter H. Furuseth, Associate Judge

Date

THREE AFFILIATED TRIBES:

By P. Diane Johnson
P. Diane Johnson, Chief Judge

02.24.2015
Date

CONCURRED:

By: Randy Phuh
Mark N. Fox, Chairman
acting chairman

2-11-15
Date

By: M. Packineau
Mervin Packineau, Treasurer

2-11-15
Date



CERTIFICATION

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 seven (7) members of whom five (5) constitute a quorum, 6 were present at a Regular Meeting thereof duly called, noticed, convened and held on the 11th day of February, 2015, 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 11th day of February, 2015.

ATTEST:

Executive Secretary: L. Ken Hall
Tribal Business Council
Three Affiliated Tribes

Chairman: Mark Fox
Tribal Business Council
Three Affiliated Tribes

acting chairman