

Memorandum of Understanding

This memorandum documents the understanding between the Spirit Lake Nation Tribal Court ("SLNTC"), North Dakota Indian Affairs Commission ("COMMISSION"), North Dakota Department of Corrections, Division of Juvenile Services ("DJS"), and The North Dakota Court System by and through its Chief Justice ("COURT"). SLNTC, COMMISSION, DJS, and COURT may each be referred to herein as a "Party" or collectively as the "Parties."

I. Effective Date, Term, and Termination

This MOU is effective when executed by all Parties through their authorized agents upon the date of the last signature. This MOU shall continue for five years from the effective date. Any party, with or without cause, may terminate this MOU upon written notice of termination, stating the effective date of such termination.

II. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish effective cooperation among the Parties in an effort to provide access to similar services for all youth adjudicated in North Dakota. The MOU is to facilitate the sharing of information, data collection, and resources, as available, between SLNTC, DJS, COMMISSION, and COURT so that all entities may better address the needs of youth adjudicated in Tribal Court.

III. Responsibilities:

- a. COURT
 - i. Participate in multi-disciplinary team meetings (MDT's)
 - ii. Within the constraints allowed by budget and personnel, provide resources, assessments, and screenings
 - iii. Data collection
- b. DJS
 - i. Participate in multi-disciplinary team meetings (MDT's)
 - ii. Provide resources, assessments, and screenings
 - iii. Data collection
- c. SLNTC
 - i. Coordinate and facilitate multi-disciplinary team meetings (MDT's)
 - ii. Present case information to the parties to guide case planning and services for children and families
 - iii. Retain exclusive court jurisdiction
- d. COMMISSION
 - i. Technical Assistance
 - ii. Coordinate meetings with tribal entities as necessary

IV. Applicable Law and Venue

Parties agree that this MOU will be governed by and construed in accordance with applicable federal law, the laws of the state of North Dakota, and the laws of the Spirit Lake Nation.

V. Confidentiality

Parties acknowledge that, during and after the term of this MOU, they share an obligation and responsibility to protect information obtained and used in the performance of this MOU. Parties shall not use or disclose any information they receive under this MOU except as necessary to carry out the purposes of this contract or as authorized in advance by other Parties or as required by law.

VI. Notice

All notices, certificates, or other communications are given when delivered or mailed, postage prepaid, to the Parties at their respective places of business as set forth below or at a place designated in writing by the Parties.

COURT	Spirit Lake Nation Tribal Court	Spirit Lake Nation Tribal Council	DJS	ND Indian Affairs Commission
Cathy Ferderer	Joseph Vetsch	Peggy Cavanaugh	Lisa Bjergaard	Scott Davis
Juvenile Court Coordinator-Supreme Court	Chief Judge	Chairperson	Director-Division of Juvenile Services	Executive Director
600 E. Blvd. Ave. Dept. 180	708 3 rd Ave. PO Box 30	PO Box 359	701 16 th St. SW	600 E. Blvd. Ave. 1 st Floor, Judicial Wing, Room #117
Bismarck, ND 58505	Fort Totten, ND 58335	Fort Totten, ND 58335	Mandan, ND 58554	Bismarck, ND 58505

Notice provided under this provision does not meet the notice requirements for monetary claims against the state or a state employee found at N.D.C.C. § 32-12.2-04.

VII. Assignment

Parties may not assign or transfer their interests or duties under this MOU without the express written consent of the other Parties.

VIII. Entire Agreement

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

IX. Severability

If any term of this MOU is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the MOU does not contain the illegal or unenforceable term.

X. Notice of Potential Claims


Parties shall promptly notify other Parties of potential claims that arise or result from this MOU and take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim.

XI. Force Majeure

No Party may be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond the Party's reasonable control.


XII. Effectiveness

This MOU is not effective until fully executed by all Parties. The most recent date of the signatures of the Parties shall be deemed the Effective Date. Only the authorized listed below may make changes to this MOU and future addendums provided that all parties mutually agree upon such changes in writing.



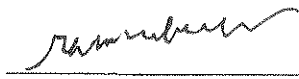
Joseph Vetsch
Chief Judge, Spirit Lake Nation Tribal Court

11-27-19
Date



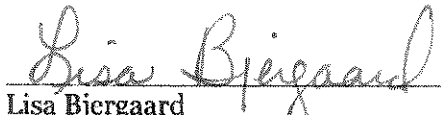
Scott Davis
Executive Director, Indian Affairs Commission

11-14-19
Date



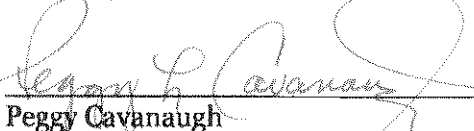
Gerald W. VandeWalle
Chief Justice, ND Supreme Court

11-14-19
Date



Lisa Bjergaard
Director, Division of Juvenile Services

11-14-19
Date



Peggy Cavanaugh
Chairperson, Spirit Lake Tribal Council

12/09/2019
Date

*Statutory Reference N.D.C.C. § 27-20-61