

**LOWER SIOUX COMMUNITY IN MINNESOTA
JUDICIAL CODE
COURTS AND JURISDICTION**

Enacted March 10, 2010, Resolution 10-53
Amended September 8, 2010, Resolution 10-144

ESTABLISHMENT AND OPERATION

1.01 Establishment Of Court.

There is hereby established the Lower Sioux Community in Minnesota Tribal Court. The Tribal Court shall consist of a Trial Court, Children's Court and an Appellate Court.

1.02 Appropriations.

Subd. 1. The Lower Sioux Community Council shall appropriate and authorize the expenditure of Tribal funds for the operation of the Tribal Court. The amounts to be appropriated shall be consistent with the needs of the Tribal Court for proper administration of justice within the Lower Sioux Reservation and for the Lower Sioux Community, as determined by the Lower Sioux Community Council.

Subd. 2. To assist the Lower Sioux Community Council in making such appropriations, the Appellate Judge and the Chief Trial Judge of the Tribal Court shall submit proposed budgets and reports of expenses and expenditures to the Lower Sioux Community Council, at such intervals and in such form as may be prescribed by the Lower Sioux Community Council. Such budgets and reports shall include the operation of the office of the Clerk of Court.

Subd. 3. The Lower Sioux Community Council may prescribe a system of accounting for funds received from any source by the Courts of the Tribe and the Clerk of Court.

1.03 Tribal Designation.

Wherever the formal designations "Community" or "Tribe" appear in this Judicial Code, such designations shall mean the Lower Sioux Community in Minnesota. Any reference to Tribal Code shall mean this Lower Sioux Community in Minnesota Judicial Code.

JURISDICTION

1.04 Lower Sioux Community In Minnesota Tribal Court Jurisdiction.

The jurisdiction of the Tribal Court shall extend to:

Subd. 1. The Lower Sioux Community Reservation, and a 10-mile radius surrounding the Reservation, including all lands, islands, waters, roads, and bridges or any interests therein,

and including the towns of Morton, Morgan, Franklin, and Redwood Falls, Minnesota, whether trust or non-trust status and notwithstanding the issuance of any patent or right-of-way, within the boundaries of the such lands, and such other lands, islands, waters or any interest therein that may hereafter added to the Reservation.

Subd. 2. All persons within any geographical area referred to in Subsection (1) above who are subject to the jurisdiction and governmental power of the Tribe, to the extent not prohibited by federal law.

Subd. 3. All members of the Tribe, wherever located, exercising tribal rights pursuant to federal, tribal or state law.

Subd. 4. All persons and property outside the exterior boundaries of the Reservation included within the jurisdiction of the Tribe pursuant to federal or tribal law, including any person who personally or through an agent does any of the following insofar as a cause(s) of action arises from the doing of such act:

- (a) The transaction of business on the Reservation;
- (b) The commission of a tortious act on the Reservation;
- (c) Contracting to insure any person, property or risk located on the Reservation at the time of contracting;
- (d) The act of sexual intercourse on the Reservation with respect to which a child may have been conceived;
- (e) Living in a marital relationship on the Reservation notwithstanding subsequent departure from the Reservation, as to all proceedings authorized by Title 3 of this Code as long as the petitioning party and, if an action under Chapter III of Title 3, has continued to reside on the Reservation.
- (f) The jurisdiction created in sections (d) and (e) of this section shall be exercised only so long as the Lower Sioux Indian Community has adopted and in force a comprehensive family code.

Subd. 5. The Courts of the Lower Sioux Community in Minnesota shall have exclusive original and appellate jurisdiction in all matters in which the Lower Sioux Community in Minnesota, any Tribal entity or subdivision, whether governmental or commercial in nature, or its officers or employees are parties in their official capacities.

Nothing contained in the preceding paragraph or elsewhere in this Judicial Code, shall be construed as a waiver of the sovereign immunity of the Tribe or its officers or enterprises. Waivers shall be valid only as expressly provided in this Judicial Code, or as unequivocally expressed by formal resolution of the Lower Sioux Community Council.

Subd. 6. The jurisdiction invoked by this Code over any person, cause of action, or subject shall be concurrent with any valid jurisdiction over the same of the courts of the United States, any state, or any political subdivision thereof; provided, however, this Code does not recognize, grant, or cede jurisdiction to any other political or governmental entity in which jurisdiction does not otherwise exist in law.

Subd. 7. The meaning of "Person," for purposes of this Judicial Code, shall include, but not be limited to, any individual, entity, partnership, corporation, association, or public or private organization.

1.05 No Acceptance Of State Jurisdiction.

Nothing in this Code shall be deemed to constitute acceptance of or deference to the jurisdiction of the State of Minnesota over any civil matter, where such jurisdiction does not otherwise exist.

1.06 Suits Against The Tribe.

Subd. 1. The sovereign immunity from suit of the Tribe and every elected Lower Sioux Community Council member or tribal official with respect to any action taken in an official capacity or in the exercise of the official powers of any such office, in any court, federal, state or tribal is herewith affirmed.

Subd. 2. No enforcement action taken pursuant to this Code, including the filing of an action by the Tribe or any agency of the Tribe in the Tribal Court, shall constitute a waiver of sovereign immunity from suit of the Tribe, or any elected Lower Sioux Community Council member or tribal official with respect to any action taken in an official capacity, or in the exercise of the official powers of any such office, either as to any counterclaim, regardless of whether the counterclaim arises out of the same transaction or occurrence, or in any other respect.

Subd. 3. The sovereign immunity of the Tribe and any elected Lower Sioux Community Council member or tribal official with respect to any action taken in an official capacity, or in the exercise of the official powers of any such office, in any action filed in the Tribal Court with respect thereto, may be waived only by a formal resolution of the Lower Sioux Community Council. Any waiver shall be unequivocally expressed in such resolution. No waiver of the Tribe's sovereign immunity from suit may be implied from any action or document. Waivers of sovereign immunity shall not be general but shall be specific and limited as to the jurisdiction or forum within which an action may be heard, duration, grantee, action, and property or funds, if any, of the Tribe or any agency, subdivision or governmental or commercial entity of the Tribe subject thereto. No express waiver of sovereign immunity by resolution of the Lower Sioux Community Council shall be deemed a consent to the levy of any judgment, lien or attachment upon property of the Tribe or any agency, subdivision or governmental or commercial entity of the Tribe other than property specifically pledged or assigned therein.

Subd. 4. The sovereign immunity of the Tribe is hereby waived for the limited purpose of determining, in the Lower Sioux Community in Minnesota Tribal Court only, the eligibility of Tribal members for per capita payments made pursuant to a Lower Sioux Community in Minnesota Tribal plan to distribute funds from Tribal Gaming enterprises. This waiver shall not be valid in any other forum. This limited waiver shall not include the authority to award damages or retroactive monetary relief against the Lower Sioux Community in Minnesota or its officers for anyone determined eligible by order of the Court. Declaratory relief shall be the only relief available and shall be prospective only.

Subd. 5. The Lower Sioux Community Council does herewith waive the immunity from suit which otherwise applies to the Community, its officers, employees and agents, for the following actions brought in the Court of the Lower Sioux Community:

(a) Actions for injunctive or declaratory relief brought under the Constitution and By-Laws of the Community, under any election ordinance of the Community, under any ordinance of the Community relating to the privileges of membership in the Community, including the privilege of voting and of participating in the distribution of revenues from the Community, and under the Indian Gaming Regulatory Act of 1988, 25 U.S.C. §§ 2701-2721 (1988);

(b) Actions brought under any Workman's Compensation Plan adopted by the Lower Sioux Community Council for the benefit of Community employees;

Subd. 6. The Lower Sioux Community Council does waive, in a limited fashion, the immunity from unconsented suit which the Community's institutions and officials otherwise possess, to permit litigation of claims for injunctive and declaratory relief under the Indian Civil Rights Act of 1968, 25 U.S.C. § 1302 (1968) in, but only in, the Court of the Lower Sioux Indian Community. The foregoing waiver shall not include any waiver as to any claims for money damages against the Community's institutions or officials.

Subd. 7. The Lower Sioux Community Council does herewith waive, in a limited fashion, the immunity from suit which otherwise applies to the Community, its businesses, officers, employees, and agents for any civil action for damages, alleging the commission of a tortious act on the Lower Sioux Reservation, provided that such action is brought in the Court of the Lower Sioux Indian Community, and further provided that the extent of such waiver expressly is limited to the limits of any applicable insurance contract protecting the Community, its businesses, officers, employees, and agents.

1.07. Inclusion Of Language From Other Laws.

Inclusion of language, definitions, procedure, or other statutory or administrative provisions of the State of Minnesota or other state or federal entities in the Lower Sioux Community in Minnesota Judicial Code shall not be deemed an adoption of that law by the Lower Sioux Community in Minnesota and shall not be deemed an action deferring to state or federal jurisdiction within the Lower Sioux Community in Minnesota where such state or federal jurisdiction may be concurrent or does not otherwise exist.

1.08. Full Faith and Credit.

Subd. 1. The Court of the Lower Sioux Indian Community shall enforce and grant full faith and credit to final judgments for money damages ("foreign money judgment") properly issued by a court of any state, or of any Indian tribe, or of the United States of America. An action for the enforcement of a foreign money judgment shall be commenced by filing a Petition with the Court in a form approved by the Court, accompanied by a certified copy of the foreign money judgment, an affidavit identifying the judgment creditor and the judgment debtor, any relevant supporting documents, and any other material the Court may reasonably require. The petitioner shall serve the petition and all supporting materials upon each person against whom the petitioner seeks to enforce the judgment. Proof of service shall be filed with the Court. Each respondent shall have twenty days from the date of service upon him or her within which to respond to the Petition. Upon the completion of service and expiration of the time for response, the Court shall examine the Petition and supporting materials, and any response thereto, and shall order such additional proceedings as it may deem appropriate. If no substantial question appears with respect to the jurisdiction of the foreign court and the regularity of the foreign proceedings, the Court shall enter an order enforcing the foreign money judgment. Nothing in this section shall be construed as a waiver of the Lower Sioux Indian Community's sovereign immunity. In no case shall the Court honor a foreign judgment that is no longer enforceable in the issuing jurisdiction.

Subd. 2. If, after entry of a final judgment or order by the Court of the Lower Sioux Indian Community awarding money damages or restitution, the judgment creditor or the person entitled to restitution demonstrates to the Court that the Court-ordered amount has not been paid in full within thirty days of service of the judgment or order, and that installment arrangements have not been made in a manner agreeable to the parties, or that such payments are not current, the Court may upon motion order the Lower Sioux Indian Community or a private employer to garnish an amount from the wages earned by the individual subject to the Court order. Unless the judgment is for child support or restitution, a garnishment shall not exceed the following product: forty times the federal minimum hourly wage, in effect at the time the earnings are payable. If the judgment is for restitution payable from a member of the Lower Sioux Indian Community, garnishment may be made against the member's per capita payments, provided that the garnishment shall not exceed two hundred dollars (\$200.00) per month. *Provided* that if the judgment is for child support, the Lower Sioux Indian Community Domestic Relations Code shall govern the maximum amount of the garnishment.

Subd. 3. The per-capita payment made to members of the Lower Sioux Indian Community under the provisions of the Community's Gaming Revenue Allocation Ordinance is a personal benefit to the Community members who qualify for it. Per-capita payments are periodic payments, and are not a property right. A member's right to receive a per-capita payment does not accrue or vest until the Lower Sioux Community makes the payment to its qualified members. No benefit, right or interest of a Community member in or to per-capita payments shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, seizure, attachment or other legal or equitable process, provided that this section shall not impair the validity or enforceability of a Community member's pledge of his or her per-capita payments, made with the prior written approval of the Lower Sioux Community

Council in accordance with the Community's Gaming Revenue Allocation Ordinance; and further provided that the restriction on transfers worked by this section does not impair the power of the Lower Sioux Indian Community to exercise its right of setoff to collect loans or advances made to Community members, nor impair child support payments governed by the Lower Sioux Indian Community Domestic Relations Code, nor affect the enforceability of federal or state income tax liens.

JUDGES

1.09 Number Of Judges.

The Tribal Court shall have a panel of three judges, an Appellate Judge, a Chief Trial Judge and an Associate Judge, all of whom shall be lawyers experienced in the practice of Tribal and federal Indian law and licensed to practice in the highest court of any state. By resolution, the Lower Sioux Community Council may increase the number of Associate Judges.

1.10 Selection.

All Judges of the Tribal Court shall be selected either by valid contract or appointment.

If selected by contract, selection shall be in accordance with and pursuant to this Chapter and to the terms of a contract which authorizes individuals to act in the capacity of Tribal Judge. A contract which establishes the Tribal Court panel of judges shall be subject to the approval of the Lower Sioux Community Council, in accordance with the Article V, Section 1(j), of the Lower Sioux Indian Community Constitution and Bylaws, as amended, and shall be terminated only upon ninety (90) days notice, followed by a referendum vote approving the contract cancellation, at which two-thirds (2/3) vote of all eligible voting members of the Tribe shall vote affirmatively for the cancellation, absent the conditions specified in Section 1.17, Removal, herein.

If selected by appointment, the two-year terms specified in Section 1.10, Terms, shall only be canceled prior to expiration by a referendum vote terminating the appointment(s) at which two-thirds (2/3) vote of all eligible voting members of the Tribe shall vote affirmatively for termination absent the conditions specified in Section 1.17, Removal, herein.

1.11 Terms.

The terms of judges may be established by two methods by the Lower Sioux Community Council. One shall be by contract, the other by appointment.

If the panel of judges is established by contract, each Judge of the Tribal Court shall sit for a term of two years and shall be eligible for successive terms of two years each.

If the panel of judges is established by appointment, each Judge of the Tribal Court shall sit for a term of two years and shall be eligible for reappointment to successive terms of two years each. A person appointed to fill an existing vacancy created by the death, resignation, or

removal for cause of a Judge shall be appointed initially only for the unexpired portion of the term for which the appointment is made, subject to eligibility for reappointment for the next full term. The first term of the initial Judges of the Tribal Court shall commence on the date on which this Chapter becomes effective, and those terms shall expire two years thereafter. All subsequent terms of Judges of the Tribal Court shall expire on the first day of the same month bi-annually thereafter. If the number of Associate Judges is increased pursuant to resolution, to be effective on some date other than the commencement of judicial terms as prescribed by this Chapter, the additional offices shall be filled by initial appointments as though they were vacancies, for the period of time prior to the commencement of the next full judicial term.

1.12 Qualifications.

In addition to the qualification requirements in Section 1.08, each judge must also be 25 years or older. The following individuals may not serve the Community as judges of the Tribal Court:

Subd. 1. The Clerk of Court, Assistant Clerks, and members of the Lower Sioux Community Council;

Subd. 2. Those who have been convicted by a court of the United States or of any State of the United States for a felony, as a felony is defined by the laws of that jurisdiction or misdemeanor within one year immediately preceding the proposed appointment or contract as judge or justice.

1.13 Judges and Children's Court.

The Associate Judge(s) in addition to general judicial duties, may serve as a Children's Court Judge. The designation of a Children's Court Judge from among the Associate Judges shall be made by the Chief Trial Judge. A sitting Associate Judge serving as Children's Court Judge shall not be relieved of the duties of the latter during her/his term as Associate Judge, except upon her/his request to the Chief Trial Judge or upon her/his removal for cause from the Tribal Court. The Children's Court shall be a division of the Tribal Court but it shall conduct its functions and proceedings separately from all other functions and proceedings of the Tribal Court.

1.14 Salary.

The Appellate Judge, the Chief Trial Judge and the Associate Judge(s) shall be paid pursuant to the terms of a contract approved by resolution of the Lower Sioux Community Council or pursuant to a salary to be determined by the Lower Sioux Community Council if such judges are appointed. The terms of any contract shall authorize the individual(s) to act in the capacity of Tribal Judge, and shall provide for compensation for reasonable and necessary expenses for the individuals acting in the capacity of Tribal Judge for travel and per diem, and shall include reasonable and necessary expenses for the administration of the Court. The compensation or salary of any Appellate Judge, Chief Trial Judge, or Associate Judge shall not be reduced during her/his contract term or appointment term.

1.15 Conflicts Of Interest.

A party shall have the right to file an affidavit of conflict of interest against any Judge assigned to hear the party's case or appeal. A judge should disqualify herself or himself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where:

Subd. 1. The judge has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding;

Subd. 2. The judge served as lawyer in the matter in controversy, or a lawyer with whom the judge previously practiced law served during such association as a lawyer concerning the matter, or the judge or such lawyer has been a material witness concerning it;

Subd. 3. The judge knows that he or she, individually or as a fiduciary, or the judge's spouse or minor child residing in the judge's household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceeding;

Subd. 4. The judge or the judge's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:

(a) Is a party to the proceeding, or an officer, director, or trustee of a party;

(b) Is acting as a lawyer in the proceeding;

(c) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding;

(d) Is to the judge's knowledge likely to be a material witness in the proceeding.

The decision by a trial judge not to disqualify herself or himself, following the filing of an affidavit of conflict of interest, shall be an appealable order.

1.16 Deputy Judges.

Subd. 1. The Lower Sioux Community Council may by resolution contract with or appoint additional persons as Deputy Judges of the Tribal Court. Each appointment or contract shall be personal and shall not create an office which survives the death, resignation or removal of the appointee. After her/his appointment or execution of a valid contract, a Deputy Judge shall be responsible to the Appellate Judge, if the Deputy Judge's duties are to hear appeals, or the Chief Trial Judge, if the Deputy Judge's duties are to hear trial court matters, for the performance of such specific duties as may be assigned her/him by the Appellate Judge or the Chief Trial Judge or by resolution of the Lower Sioux Community Council, and she/he shall

serve until cases specifically assigned her/him have been completed, or pursuant to the terms of her/his contract.

Subd. 2. A Deputy Judge shall perform the duties and functions of a Judge of the Tribal Court as may be designated by resolution of the Lower Sioux Community Council, the Appellate Judge, or the Chief Trial Judge, or the terms of her/his contract subject to any restrictions or limitations prescribed by resolution of the Lower Sioux Community Council, the Appellate Judge or the Chief Trial Judge or the contract, as the case may be. The findings, rulings, opinions, and orders of a Deputy Judge in matters properly submitted to her/him shall be signed "Judge of the Tribal Court" and shall have the same force and effect as if made and entered by the Appellate Judge, the Chief Trial Judge or an Associate Judge.

Subd. 3. Subject to any restrictions or limitations imposed by resolution of the Lower Sioux Community Council, the Appellate Judge, the Chief Trial Judge or the requisite contract, a Deputy Judge shall have all of the prerogatives and authority of office of an Associate Judge.

Subd. 4. The Lower Sioux Community Council shall prescribe the compensation for each Deputy Judge when she/he is appointed or contracted with, which may be by salary, by per diem allowance while she/he is performing judicial duties, or other appropriate formula, including contract terms. The rate of compensation for an individual Deputy Judge shall not be reduced during her/his period of service in that office without the approval of the Lower Sioux Community Council.

Subd. 5. The qualifications of a person to serve as Deputy Judge shall be the same as that prescribed by this Chapter for any other Judge of the Tribal Court.

1.17 Appellate Judge.

The Appellate Judge shall hear any appeal from the decision of a trial Judge, whether Chief, Associate, or Deputy. If the Appellate Judge cannot serve for any reason, including disqualification pursuant to Section 1.14, a Deputy Judge may be appointed or contracted with to hear an appeal. The Appellate Judge and any Deputy Judge appointed or contracted with under this section may only be removed prior to completion of assigned matters by the Lower Sioux Community Council pursuant to the provisions of this Chapter for the removal of a judge of the Tribal Court, Section 1.17.

1.18 Oath Of Office.

Each person, prior to assuming the office of Judge of the Tribal Court, shall take the following oath before the Chairperson of the Lower Sioux Community Council:

"I swear (or affirm) that I will support and defend the Constitution, By-laws, and laws of the Lower Sioux Community in Minnesota, and the Constitution of the United States, and that I will faithfully and diligently perform the duties of (Appellate Judge, Chief Trial Judge, Associate Judge, Deputy Judge, as applicable) of the Tribal Court, to the utmost of my ability, with impartiality and without improper favor, to the end that justice may be fully served."

1.19 Removal From Office.

Subd. 1. The Lower Sioux Community Council may remove any Judge of the Tribal Court for cause based upon any of the following grounds:

- (a) Misconduct or incompetence in the performance of her/his duties as Judge.
- (b) Personal conduct involving moral turpitude, whether or not related to judicial duties, or conduct which brings the prestige of her/his office or that of the Tribe into public disrepute.
- (c) Habitual neglect of her/his duties as Judge.
- (d) Persistent illness or other disability which renders her/him incapable or otherwise unable to regularly perform her/his duties as Judge.

Subd. 2. Such removal shall be by a referendum vote, pursuant to Article VIII of the Lower Sioux Community in Minnesota Constitution, at which two-thirds of qualified voters have affirmatively voted for such removal provided that the subject Judge shall be given a full hearing and fair opportunity to present testimony and evidence in her/his behalf, and to cross-examine and rebut all witnesses and evidence considered by the Lower Sioux Community Council in support of removal. The subject Judge shall be given not less than ten (10) days written notice in advance of the hearing, which notice shall include an itemization of the charges or grounds for removal which are to be considered. Such notice shall be served by registered or certified mail, or delivered personally to her/him by a party duly authorized by the Lower Sioux Community Council. Contracts with Judges may be terminated for causes (a)-(d) above which shall constitute breaches of such contracts.

CLERK OF COURT

1.20 Appointment, Salary, Discharge.

The Clerk of the Tribal Court may be appointed by the Lower Sioux Community Council or designated pursuant to a contract establishing Judges for the Lower Sioux Community in Minnesota Tribal Court. The Lower Sioux Community Council may appoint assistants for the Clerk. The Lower Sioux Community Council shall prescribe the salaries of the Judges, Clerk of Court and any assistants which shall be paid by the Tribe. Any person serving as Clerk or as Assistant Clerk may be discharged from that position pursuant to a majority vote of a quorum of the Lower Sioux Community Council.

1.21 Duties.

The Clerk shall be responsible for the administration of the Tribal Court, and for such other administrative and ministerial duties as may be prescribed by this Chapter or assigned to her/him by the Lower Sioux Community Council or the Chief Judge. The duties of the Clerk shall include but shall not be limited to the following:

Subd. 1. Maintaining records of all Tribal Court proceedings to include identification of the title and nature of all cases, the names of the parties, the substance of the complaints, the names and addresses of all witnesses, the dates of hearings and trials, names and addresses of all parties and witnesses appearing at all hearings and trials, all Tribal Court rulings and jury decisions, findings, orders and judgments, and any other facts or circumstances decided by the judges of the Tribal Courts or deemed of importance by the Clerk of Court.

Subd. 2. Maintaining all pleadings, documents, and other materials filed with the Tribal Court.

Subd. 3. Maintaining all evidentiary materials, transcripts, and records of testimony filed with the Tribal Court.

Subd. 4. Collecting and accounting for fines and other monies and properties taken into custody by the Tribal Court.

Subd. 5. Preparing and serving notices, summons, subpoenas, warrants, rulings, findings, opinions, and orders as prescribed by this Chapter and as may be designated by the Judges of the Tribal Court.

Subd. 6. Assisting persons in the drafting and execution of complaints, petitions, answers, motions and other pleadings and documents for Tribal Court proceedings; provided, however, the Clerk and her/his assistants shall not give advice on questions of law, nor shall they appear or act on behalf of any person in any Tribal Court proceedings.

Subd. 7. Administering oaths and witnessing execution of documents.

Subd. 8. Maintaining a supply of blank forms to be prescribed by the Tribal Court for use by all persons having business before the Tribal Court.

Subd. 9. Providing copies of documents in Tribal Court files to other persons upon request, and upon receipt of a charge therefor to be prescribed by the Clerk to cover the costs of such services; provided, however, there shall be no charge for such service to the Judges of the Tribal Court, and provided further, no copies of documents or material shall be provided from files which are to be kept confidential or unavailable for public inspection pursuant to any provisions of this Chapter or other ordinance of the Lower Sioux Community Council, or if prohibited by any court order.

Subd. 10. Providing security for all files, documents and materials filed with or in the custody of the Tribal Court, and insuring that they are not removed from the offices of the Clerk and the Tribal Courts except upon the specific instructions of a Judge of the Tribal Court.

Subd. 11. Maintaining a library of laws, regulations, orders, opinions, and decisions of the United States and its administrative agencies and courts, the Lower Sioux Community Council and the Courts of the Tribe, and of the various states, insofar as they may be pertinent to

the administration of justice for the Tribe, and within the Reservation. The acquisition of such materials shall be subject to appropriations of funds therefore by the Lower Sioux Community Council. Materials in the library shall be available for use in the office of the Clerk during normal working hours by any person subject to the jurisdiction of the Tribal Court, and her/his authorized representative.

Subd. 12. Performing such other duties related to the operation of the Court, other than those specifically performed by a judge, as the Lower Sioux Community Council or the contract establishing Judges of the Court and Clerks shall so designate.

COUNSEL

1.22 Legal Representation.

Any person who is a party in any civil trial or proceedings before the Tribal court may represent herself or himself, or be represented by any other member of the Tribe, except the Clerk, an Assistant Clerk, a Judge of Tribal Court, a member of the Lower Sioux Community Council, or a Tribal game warden; or be represented by a professional attorney who is not a member of the Tribe, but who is licensed to practice law before the Tribal Court.

1.23 Tribal Licensing Of Professional Attorneys.

Professional attorneys who are not members of the Tribe may appear on behalf of any party in any trial proceeding before the Tribal Court, provided they are licensed to practice law before the Tribal Court. Such license shall be issued upon compliance with the following:

Subd. 1. Filing with the Clerk an affidavit that the applicant is licensed to practice law before the highest court of any state.

Subd. 2. Filing with the Clerk of Court an affidavit that the applicant is familiar with the Constitution and By-laws of the Tribe, this Chapter, the Ordinances of the Tribe, Title 25 of the United States Code, and Title 25 of the Code of Federal Regulations.

Subd. 3. Paying an annual license fee of one hundred dollars (\$100.00).

Subd. 4. Taking the following oath before the Clerk of Court:

"I do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution and By-laws of the Lower Sioux Community in Minnesota;

I will maintain the respect due to the Tribal Court and its judicial officers;

I will not counsel or maintain any suit or proceeding which shall appear to me to be unjust, nor any defense except such as I believe to be honestly valid or debatable under the law;

I will employ for the purpose of maintaining the causes confided to me such means only as are consistent with truth and honor, and I will never seek to mislead any judge or jury by any artifice, or by false statement or misrepresentation of fact or law;

I will employ in the conduct of my duties the highest degree of ethics and moral standards with which my profession is charged, and I will be guided at all times by the quest for truth and justice;

In the conduct of my duties as an attorney I will not impugn the morals, character, honesty, good faith, or competence of any person, nor advance any fact prejudicial to the honor or reputation of any person, unless required by the justice of the cause with which I am charged."

1.24 Revocation Of Professional Attorney's Tribal License.

A license issued pursuant hereto may be revoked or suspended by the Tribal Court. Such action may be taken on its own motion or upon sworn complaint by any member of the Tribe. Revocation or suspension shall be ordered only after written notice to the licensee of the motion or complaint and after a hearing before all judges of the Tribal Court unless a conflict of interest prohibits such participation. Following a hearing, the Tribal Court may revoke or suspend the license upon a finding that the licensee has been disbarred or suspended from the practice of law by any court of the United States, any State, Tribal Court or has filed a false affidavit with the Clerk to obtain her/his license, or has violated her/his oath made before the Clerk of Court or has engaged in misconduct or unethical conduct in the performance of her/his duties as an attorney, has violated her/his oath or has been found in contempt of court by the Tribal Court.

CONTEMPT OF TRIBAL COURT

1.25 Definitions Of Contempt.

Willful misbehavior by any person which disrupts, obstructs, or otherwise interferes with the conduct of any proceeding by the Tribal Court, or which obstructs or interferes with the administration of justice by the Tribal Court, or which constitutes disobedience or resistance to or interference with any lawful summons, subpoena, process, order, rule, decree or command of the Tribal Court shall constitute contempt of Tribal Court. The willful failure of a party to comply with the terms of a judgment directed against her/him, with which she/he is able to comply, shall be contempt of the Tribal Court which shall be punished by the Tribal Court in the manner prescribed by this Chapter.

1.26 Contempt In Presence Of Court.

When contempt of Tribal Court is committed in the presence of a Tribal Judge it may be punished summarily by that Tribal Judge. In such case an order shall then be made reciting the

facts constituting the contempt, adjudging the person guilty of contempt, and prescribing the punishment therefor in accord with Section 1.26.

1.27 Contempt Outside Presence Of Court

When it appears to the Tribal Court that a contempt may have been committed out of the presence of the Court, the Tribal Court may issue a summons to the person so charged directing her/him to appear at a time and place designated for a hearing on the matter. If such person served with the summons fails to appear at the time and place so designated, the Tribal Court shall conduct a hearing, and if it finds her/him guilty of contempt, an order shall then be made reciting the facts constituting the contempt, adjudging the person guilty of contempt, and prescribing the punishment therefor in accord with Section 1.28.

1.28 Punishment For Contempt.

Any person found in contempt of court or of any ordinances of the Tribe is amenable to a civil fine not to exceed \$1,000.00 as may be determined by a Judge of the Tribal Court.

GENERAL COURT PROCEDURES

1.29 Assignment Of Cases To Judges.

The Appellate Judge shall be responsible for cases on appeal, and shall have the authority, pursuant to this Code, to assign cases to any Deputy Judge who has been appointed, or contracted to, hear appeals pursuant to section 1.15 of this Chapter. Subject to the provisions of this Chapter for jurisdiction of the Children's Court, the Chief Trial Judge shall be responsible for assignment of cases in the trial court, and other matters for determination or disposition to the respective Judges of the trial court.

1.30 Court Rules And Procedures.

The Lower Sioux Community Council may adopt general rules of civil procedure. The Appellate Judge may establish and promulgate rules of procedure for the conduct of appellate proceedings that are not inconsistent with this Chapter or other governing and applicable law; and the Chief Trial Judge may establish and promulgate rules of procedure for the conduct of trial court proceedings that are not inconsistent with this Chapter or other governing and applicable law.

1.31 Sessions Of Court.

The Tribal Court shall hold sessions of courts as deemed necessary, commencing at such time as designated by the Clerk in consultation with presiding judges for a particular case. Such sessions shall be held at a designated Courtroom of the Tribe. The Appellate Judge, the Chief Trial Judge, or the Clerk shall provide notice to the parties by appropriate method as to the days so assigned. Special sessions of the Tribal Court may be called by the Appellate Judge or the Chief Trial Judge at any time or, in the absence of the Chief Trial Judge, by an Associate Judge.

Individual Judges may conduct trials or other proceedings for individual cases assigned to them at such times as they may designate, and such trials or proceedings may be recessed and reconvened from time to time by the Judges until they are completed.

1.32 Means To Carry Jurisdiction Into Effect.

When jurisdiction is vested in the Court, all the means necessary to carry such jurisdiction into effect are also included; and in the exercise of its jurisdiction, if the course of proceedings is not specified in this Chapter per the rules promulgated by the Court pursuant to this Chapter, the Court may adopt any suitable process or mode of proceeding which appears to the Court to be fair and just and most consistent with the spirit of Lower Sioux Community in Minnesota Tribal law.

1.33 BIA Relations With The Courts.

No employee of the Bureau of Indian Affairs shall obstruct, interfere with, or control the functions of the Court, nor shall she/he influence such functions in any manner.

1.34 Law Applicable In Civil Actions.

Subd. 1. In all civil actions the Tribal Court shall apply this Chapter, all amendments thereto, all tribal laws enacted heretofore which have not been rescinded or hereafter enacted and all customs and traditions of the Tribe. In the event any doubt arises as to the customs and traditions of the Tribe, the Court may request the advice of tribal members familiar with tribal customs and traditions.

Subd. 2. In the event that an issue arises in an action which is not addressed by this Chapter, all amendments thereto, all tribal laws enacted hereafter and all customs and traditions of the Tribe, the Court may apply statutes, regulations and case law of any tribe or the federal government or of any state. Application of such law shall not be deemed an adoption of such law or an action to defer to the jurisdiction from which that law originates.

Subd. 3. The Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et. seq.*, and the Indian Civil Rights Act, 25 U.S.C. § 1301 *et. seq.*, shall apply to civil actions before this court. Application of these Acts shall not be deemed to waive the sovereign immunity of the Lower Sioux Community in Minnesota.