



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

*A Resolution entitled "Approval of Attorney Contract With Steve Kelly."*

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and

**WHEREAS,** The Three Affiliated Tribes Constitution and Bylaws authorizes and empowers the Mandan, Hidatsa and Arikara Tribal Business Council to engage in activity on behalf of and in the best interest and welfare of the Tribes and the enrolled members thereof; and

**WHEREAS,** The Tribal Business Council is authorized to retain legal counsel on behalf of the Tribe; and

**WHEREAS,** The Tribal Business Council desires to employ Steve Kelly as the managing attorney for the Tribe's legal department; and

**WHEREAS,** The contract between Steve Kelly and the Tribe is attached hereto and the Tribal Business Council approves of said contract.

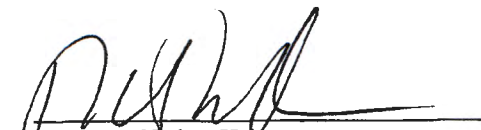
**NOW, THEREFORE, BE IT RESOLVED,** that the Tribal Business Council hereby approves the attorney contract submitted by Steve Kelly and hereby authorizes the Tribal Chairman to execute the same on behalf of the Tribe.

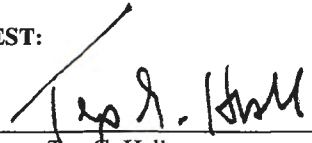
**CERTIFICATION**

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, 5 were present at a TBC Meeting thereof duly called, noticed, convened and held on the 3<sup>rd</sup> day of Feb., 2006, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 5 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Chairman [] Voting. [  ] Not Voting.

Dated this 3<sup>rd</sup> day of Feb., 2006.

  
Secretary, Nathan Hale  
Tribal Business Council

ATTEST:  
  
Chairman, Tex G. Hall  
Tribal Business Council

**EMPLOYMENT CONTRACT**  
**THREE AFFILIATED TRIBES**  
Managing Attorney

**THIS EMPLOYMENT CONTRACT**, made and entered into this 1<sup>st</sup> day of January, 2006 by and between the Three Affiliated Tribes, of 404 Frontage Road, New Town, N.D. 58763 (Hereinafter referred to as **TRIBE**) and Steven A. Kelly, Attorney at law, of Billings, Montana Hereinafter referred to as **EMPLOYEE**).

**WITNESSETH**

The Chairman of the Three Affiliated Tribes, pursuant to authority granted by the Three Affiliated Tribes Tribal Business Council and the Constitution and By-laws of the Tribe, hereby contracts with the **EMPLOYEE** to act as a Supervising Attorney for the Three Affiliated Tribes Legal Department under the following terms and conditions:

1. **SCOPE OF WORK:** The **EMPLOYEE'S** responsibilities under this Contract are as follows:
  - A. The **EMPLOYEE** shall provide legal advice and counsel to the Three Affiliated Tribes, The Tribal Business Council and all program, entities and sub-divisions of the Tribe, including but not limited to representation before tribal, federal and state courts and administrative agencies; review, drafting and negotiation of contracts, including PL 93-638 contracts with governmental agencies and other outside agencies; review and file claims on behalf of Tribe; drafting and reviewing of resolutions, ordinances, statutes, and policies and procedures; legal research and drafting of opinions and memorandum regarding legal issues relevant to the Tribe and its entities; attendance at Tribal Business Council and sub-committee meetings; prepare and review all necessary documents for real estate transactions; attend meetings and serve on committees, task forces, etc as directed by Tribal Business Council **EMPLOYEE** shall also provide advice and legal counsel to tribal non-governmental entities including 4 Bears Casino, Fort Berthold Development Corporation and other tribal for profit and not for profit corporations when such advice or representation does not provide a conflict of interest with the **EMPLOYEE'S** duties to the Tribe that cannot be adequately resolved through proper disclosures. The **EMPLOYEE** shall perform other duties as may from time to time be assigned by the Tribal Chairman or any member of the Tribal Business Council or by the Chief Executive Officer.

The **EMPLOYEE** shall be knowledgeable of the Tribe's History, laws, treaties, resources, and other information and data necessary to perform the duties set out in this Agreement.

The EMPLOYEE shall work full-time, Monday through Friday which shall include at a minimum forty hours a week and shall work overtime as necessary to fulfill the duties set out in this Contract. EMPLOYEE'S work schedule shall be flexible.

- B. In addition to the duties described in paragraph 1 A, the EMPLOYEE shall adhere to the following conditions:
  - 1. **Supervision:** The EMPLOYEE shall be under the immediate supervision of the CEO.
  - 2. **Tribal Policy Compliance:** The EMPLOYEE shall in the performance of duties hereunder comply with the Tribe's Personnel Policies and Procedures Manual and Supplemental Employment Policies and Procedures, the Property and Procurement Manual, the applicable portions of the Accounting Manual and any other applicable policies, procedures, rules or regulations of the Tribe.
  - 3. **Travel:** The EMPLOYEE shall be available to travel and attend meetings outside of the Fort Berthold Reservation as requested or required to perform and fulfill the duties of this contract.
- C. The EMPLOYEE shall perform other duties as may be assigned by the Tribal Chairman, any member of the Tribal Business Council or any sub committee, the Chief Executive Officer.
- D. EMPLOYEE certifies that she is licensed to practice law in the State of Montana and is a member in good standing of the Montana State Bar Association and will at all times continue such membership as well as admission to practice before the Fort Berthold Tribal District Court and the Federal District Court for the State of North Dakota as may be necessary.
- E. EMPLOYEE shall at all times adhere to the Professional Rules of Conduct governing attorneys in performing the duties set out in this contract.
- 2. **COMPENSATION:** In consideration of the duties performed in paragraph 1, the EMPLOYEE shall be compensated as follows:
  - A. **Base Salary:** The EMPLOYEE shall be paid an annual salary of \$100,000.

- B. **Employment Status:** The Employee is classified as exempt from the overtime provisions of the Fair Labor Standard Act and is therefore not entitled to overtime pay.
3. **BENEFITS:** The EMPLOYEE shall be entitled to the following employee benefits during the term of this contract:
- A. Medical, Dental, Life, and Short Term Disability Insurance under the terms and conditions of the Tribe's Insurance plan
  - B. Participation in the Tribe's 401-K retirement plan under the terms and conditions of that plan.
  - C. Twenty days of vacation per year and the accumulation of sick leave in accordance with the Tribe's PPM.
  - D. All other leave and holiday benefits set out in the Tribe's Personnel Policies and Procedures Manual.
  - E. All legally mandated employee benefits.
  - F. The use of a company vehicle for work related travel and for commuting to and from work.
  - G. Payment of annual bar association dues.
  - H. One-time payment of Employee's moving expenses to North Dakota not to exceed \$5,000.00.
4. **TERMINATION/TERM:**
- A. **Term:** The term of this Contract shall be for a two year period commencing January 1, 2006 and ending December 31<sup>st</sup>, 2007.
  - B. **Termination:** Either party to this Contract may terminate this Contract without cause by the giving of at least thirty days prior written notification to the other party. If either party gives notice to terminate, all obligations under this contract will continue until the date of actual termination.
  - C. **Termination for Breach:** Either party to this contract may terminate this contract upon breach of any of the terms and conditions contained herein. If an alleged breach is one which may be cured then the party alleging the breach shall give notice to the other party of the breach and of the right to cure said breach within fifteen days notice of said breach. If the breach is

one that cannot be cured, then the party alleging the breach may immediately terminate the contract and all conditions and obligations hereunder shall immediately cease.

~~IN WITNESS THEREOF~~ we have hereunto set our hands and seals.

Tex G. Hall  
Tex G. Hall  
Chairman  
Three Affiliated Tribes

9-14-06  
DATE

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Steven A. Kelly  
Attorney at Law  
EMPLOYEE

\_\_\_\_\_  
DATE