



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

**A Resolution Entitled, “Attorney Contract with Mr. Caleb Dogeagle”**

**WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act and having adopted a Constitution and By-laws pursuant to said Act; and

**WHEREAS,** The Constitution and By-laws of the Three Affiliated Tribes was adopted By the membership of the Tribes on May 15, 1936 pursuant to the Indian Reorganization Act of 1934 and duly approved by the Secretary of Interior, and

**WHEREAS,** Article III of the Constitution of the Three Affiliated Tribes provides that The Tribal Business Council is the governing body of the Tribes; and

**WHEREAS,** The Constitution of the Three Affiliated Tribes 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,** Pursuant to the inherent sovereignty of the MHA Nation, the MHA Nation possesses the sovereign authority to establish employment contracts; and

**WHEREAS,** The Three Affiliated Tribes Legal Department has a need for a staff attorney; and

**WHEREAS,** Caleb Dogeagle was sworn in as a licensed attorney in North Dakota on May 12, 2014 and has been working as a staff attorney for the Three Affiliated Tribes since May 19, 2014; and

**NOW THEREFORE BE IT RESOLVED,** The Tribal Business Council of the Three Affiliated Tribe hereby approves the attorney contract with Mr. Caleb Dogeagle; and

**NOW THEREFORE BE IT FURTHER RESOLVED,** That the Tribal Business Council recognizes that Caleb Dogeagle has been licensed as an attorney and working as a staff attorney since May 19, 2014 and hereby authorizes the retroactive pay and benefits dating to May 19, 2014; and



**NOW THEREFORE BE IT FINALLY RESOLVED**, That the Tribal Business Council authorizes the Elbowoods Memorial Health Center to provide housing for Caleb Dogeagle pursuant to existing policies; and

**NOW THEREFORE BE IT FURTHER RESOLVED**, the Tribal Business Council authorizes the Chairman and the Treasurer to execute the employment contract with Caleb Dogeagle as a staff attorney for the Three Affiliated Tribes Legal Department.

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**EMPLOYMENT CONTRACT  
THREE AFFILIATED TRIBES  
Staff Attorney**

**THIS EMPLOYMENT CONTRACT**, made and entered into this \_\_\_ day of July 2014 by and between the Three Affiliated Tribes, of 404 Frontage Road, New Town, N.D. 58763 (Hereinafter referred to as TRIBE) and **Caleb Dogeagle** of New Town, ND (hereinafter referred to as ATTORNEY).

**WITNESSETH**

The Tribal Chairman, 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 ATTORNEY to act as a Staff Attorney for the Three Affiliated Tribes Legal Department under the following terms and conditions:

1. **SCOPE OF WORK:** The ATTORNEY'S responsibilities under this Contract are as follows:
  - A. The ATTORNEY shall provide legal advice and counsel to the Three Affiliated Tribes, the Tribal Business Council and all programs 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 the Tribe; drafting and reviewing of resolutions, ordinances, statutes and policies & 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 meeting and serve on committees, task forces, etc as directed by the Tribal Business Council; provide legal representation to the following specific committees: Judicial Committee, Human Resources, Elbowoods Memorial Health Facility, Tex Fox Justice Center; provide legal advice and guidance to other programs and departments as directed or requested by the Tribal Business Council, Supervising Attorney or Program Directors. Attorney shall also provide advice to tribal non-governmental entities including non and for profit entities where such advice or representation does not create a potential or actual conflict of interest with ATTORNEY'S duties to the Tribe that cannot be resolved through proper disclosures. The ATTORNEY shall perform other duties as may from time to time be assigned by the Supervising Attorney, the Tribal Business Council or by the Chief Executive Officer.

ATTORNEY 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 ATTORNEY shall work full-time, Monday through Friday which shall include a minimum of forty hours a week and shall work overtime as necessary to fulfill the duties set out in this Agreement.

B. In addition to the duties described in paragraph 1 A, the ATTORNEY shall adhere to the following conditions:

1. **Supervision:** The ATTORNEY shall be under the immediate supervision of the Supervising Attorney.
2. **Tribal Policy Compliance:** The ATTORNEY 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 ATTORNEY 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 ATTORNEY shall perform other duties as may be assigned by the Tribal Business Council or any sub committee, the Chief Executive Officer or the Supervising Attorney.

D. ATTORNEY shall at all times adhere to the Tribal Ethics Policies and Rules.

2. **COMPENSATION:** In consideration of the duties performed in paragraph 1, the EMPLOYEE shall be compensated as follows:

- A. **Base Salary:** The Attorney shall be paid an annual salary of \$81,598.40 (hourly rate of \$39.23).
  - a. The Attorney shall be paid retroactive pay under the approved rated effective May 19, 2014 (the date of state licensure).

B. **Employment Status:** The Attorney is classified as exempt from the overtime provisions of the Fair Labor Standard Act and is therefore not entitled to overtime pay.

- C. **Housing:** If tribal housing (tribal, Elbowoods, etc) is available, the Tribe shall work to provide housing for ATTORNEY at a subsidized rate.
  - D. **Waiver of Probationary Period:** Attorney's ninety (90) day probationary period required by the Tribe's personnel policies shall be waived.
3. **BENEFITS:** The ATTORNEY shall be entitled to the following employee benefits during the term of this contract:
- A. Family 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. Accumulation of sick and annual 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.
  - G. Payment of bar licensing fees and annual bar association dues.
  - H. Payment of all fees and travel for required Continuing Legal Education (CLEs) classes.

4. **TERMINATION/TERM/SEVERENCE:**

- A. **Term:** The term of this Contract shall be for a 2 year period commencing July \_\_\_, 2014 and ending July \_\_\_, 2016.
- 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.
  - **Termination Without Cause:** Upon such written notice, the Tribe may terminate this contract without cause, in which case the Attorney shall be entitled to not less than his Base Salary to which he would have been entitled at the time of termination, if any, up to the last day of the current pay period, plus a payment of six (6) months of salary and a payment for all unused accrued annual leave up to the last day of current pay period. In such case, the Tribe where reasonably possible shall cause the Attorney's last day of employment to include reasonable time necessary to properly transfer, sever and close all current

and outstanding legal matters to the Tribe for which the Attorney remains legally and ethically responsible for. The Attorney shall endeavor to minimize the time that is required to take such actions mentioned in the foregoing sentence by seeking to transfer such matters, where possible and practicable to other attorneys employed by the Tribe.

- **Termination with Cause:** Upon proper written notice, the Tribe may terminated this Contract for cause, in which case Attorney shall be entitled his Base Salary and all benefits to which he is entitled to at the date of termination and shall include a payment for all unused accrued annual leave up to the last pay period Attorney shall work. Proper Cause for termination under this agreement shall be expressly limited to: (1) Finding of an ethical violation as provided in an administrative determination by a state licensing body and its agencies; (2) loss of license to practice law in any State or Tribe for any reason other than non-renewal; or (3) material breach of the terms of this Contract including the willful failure to perform the duties set our herein as specifically related to parts (1) or (2) of this section. Failure to perform where ATTORNEY is ethically or legally prohibited from performing any duty shall not provide sufficient cause for a determination of breach of any provision of this agreement.

5. **CONFLICT OF INTEREST:** ATTORNEY agrees to refrain from engaging in any outside work that is in direct conflict with any interests of the Tribe. ATTORNEY shall consult with the Supervising Attorney regarding any future potential conflicts.
6. **SEVERABILITY.** It is understood and agreed by the parties that if any provision or term is held to be illegal or void, the validity of the remaining terms and provisions shall not be affected.
7. **SOVEREIGNY IMMUNITY.** Nothing in this contract shall be construed or held as a waiver of the sovereign immunity of the Three Affiliated Tribes, its officials, officers, agents and/or assigns.

**SIGNATURE PAGE TO FOLLOW**


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

ATTORNEY


  
\_\_\_\_\_  
Caleb Dogeagle

7/10/14  
\_\_\_\_\_  
DATE

THREE AFFILIATED TRIBES

  
\_\_\_\_\_  
Tex G. Hall, Chairman

7-10-14  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Mervin Packineau, Treasurer

7-10-14  
\_\_\_\_\_  
DATE

APPROVED pursuant to Resolution No. 14-116 ( 053 )



**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 10<sup>th</sup> day of July, 2014, that the foregoing Resolution was duly adopted at such meeting by the affirmative vote of 6 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 10<sup>th</sup> day of July, 2014.

**ATTEST:**

Executive Secretary, V. Judy Brugh  
Tribal Business Council  
Three Affiliated Tribes

Chairman, Tex G. Hall  
Tribal Business Council  
Three Affiliated Tribes