

ROSEBUD SIOUX TRIBE

EMPLOYMENT CONTRACT- ATTORNEY GENERAL

THIS AGREEMENT, effective the 1st day of August, 2019, by and between the Rosebud Sioux Tribe through the President of the Tribe, under authority and direction of the Rosebud Sioux Tribal Council (hereinafter collectively referred to as "The Tribe") on the one hand, and Lloyd E. Guy, III, (hereinafter referred to as "Attorney General").

1. SERVICES, DUTIES AND RESPONSIBILITIES

- 1.1. The President of the Rosebud Sioux Tribe, pursuant to the authority granted by the Rosebud Sioux Tribal Council and the Constitution and By-laws of the Rosebud Sioux Tribe, hereby contracts with, retains and employs Lloyd E. Guy, III, as the Attorney General of the Rosebud Sioux Tribe.
- 1.2. The Rosebud Sioux Tribal Council enacted Ordinance 88-01 (Hereinafter referred to as "The Attorney General Ordinance") which was most recently amended June 14, 2016 which details the job duties and responsibilities. The Ordinance, as it presently exists, is considered part of this contract and attached as Exhibit A. The Attorney General shall act in a manner consistent with the Attorney General Ordinance.
- 1.3. Upon lawful execution of this contract, the Attorney General is authorized and directed by the Rosebud Sioux Tribal Council to perform the duties and responsibilities as established by the Constitution and By-laws of the Rosebud Sioux Tribe, as amended now and in the future; provided that the Attorney General determines such assignments are consistent with the Treaties, Constitution and By-laws of the Rosebud Sioux Tribe, the Attorney General Ordinance, all as existing at the time of this agreement and as may be amended later by council action.

2. LICENSURE

- 2.1. The Attorney General is presently licensed to practice law in the State and Federal Courts of Nebraska, the 8th Circuit Court of Appeals and the Sicangu Oyate Bar Association. The Attorney General agrees that he will seek admission to the South Dakota Bar and will have the process completed within nine (9) months of the effective date of the contract.
- 2.2. The Rosebud Sioux Tribe will pay any and all fees related to the Attorney General's Application for membership in the South Dakota state bar.
- 2.3. The Rosebud Sioux Tribe will pay the membership fees for both Nebraska and South Dakota for the 2020 year and the 2021 year.
- 2.4. The Rosebud Sioux Tribe will pay for Continuing Legal Education (CLE) credits in an amount up to \$500 per year in order for the Attorney General to maintain his licensure in Nebraska. The Attorney General will do his best to limit this expense to the Tribe.

3. TERM OF CONTRACT

- 3.1 The term of the Attorney General Contract is for two years, and shall begin on August 1, 2019, and continuing until the July 31, 2021, when the parties may renegotiate the terms of this contract if both parties agree to do so.
- 3.2 The Council shall be empowered to extend this contract at any time during the performance of this contract. Any extensions shall be for a period of two (2) years or longer, if authorized by the Attorney General Ordinance at that time.

4. SALARY, TIME AND ATTENDANCE

- 4.1 The Attorney General shall be compensated the salary of one-hundred eight thousand, five-hundred dollars (\$108,500), paid according to the same schedule and terms as other employees of the Tribe, provided that if any specific terms of this contract conflicts, then this contract controls in such conflicts. Federal and FICA withholding shall be made from the salary of the Attorney General consistent with withholdings of other employees of the Tribe. The Attorney shall also receive, as part of his benefits package, \$50,000 in life insurance with premiums paid by the Tribe, medical insurance with premiums paid by the Tribe.
- 4.2 The Attorney General shall perform his duties, as outlined in Ordinance 88-01, and be available in his office at a *minimum* of forty hours a week. There are exceptions to this that include travel, training, attendance at court hearings, seminars, meetings and other events that require the Attorney General's presence in furtherance of the Tribe's goals and objectives.
- 4.3 Provided that, should the duties and responsibilities of this contract; or the duties and responsibilities in the Attorney General job description; or the duties and responsibilities required by the Rosebud Sioux Tribal Constitution and By-Laws; or the duties required by relevant tribal treaties; or should any portion of these duties require work outside of regular work hours or more than 45 hours in a work week, such work shall be documented by timesheets and activity logs.
- 4.4 The Attorney General shall utilize the *WorkForceGo* mechanism or an alternate approved time clock to account for office time within the office. It is expected that the Attorney General will primarily and consistently work out of an office

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4.5 Upon approval of the timesheets and activity logs by the President of the Tribe or his/her designee, the Attorney General will be allowed to schedule equivalent hours as compensatory time during regular work hours. Provided that, the scheduling of compensatory hours does not interfere with the duties and assignments of the Attorney General as indicated by the signature of approval by the administrative supervisor of the Attorney General, which is the President and/or his/her designee.

4.6 The Attorney General shall be compensated for mileage and travel consistent with the applicable RST Finance Policies and Procedures rules and regulations.

5. LEAVE

5.1 The Attorney General shall receive twenty-one (21) days of paid annual leave per contract year (168 hours). In the event the Attorney General is unable to utilize the annual leave by the end of the contract year, then he may submit a request to Tribal Council to have the unused leave amount paid out. Council has the option to approve or disapprove any payout under this provision.

5.2 The Attorney General shall be allowed twenty-one (21) days of sick leave during the term of the contract (168 hours). Any sick leave not used during the contract term shall be forfeited.

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6.1 The Attorney General shall be exempt from the Rosebud Sioux Tribe Personnel Policies and Procedures Manual.

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7.1 The Attorney General shall be subject and bound by the American Bar Association's Rule of Professional Responsibility and the Sicangu Oyate Bar Association Rules of Professional Responsibility.

8. TERMINATION OF CONTRACT

8.1 The Attorney General may terminate the Contract by providing sixty (60) days written notice to the President of the Rosebud Sioux Tribe. The Rosebud Sioux Tribe may waive this requirement based upon a showing of extenuating circumstances.

8.2 The Tribe may terminate this contract for neglect of duty, gross misconduct, incompetence, or other just cause after holding a hearing before the Rosebud Sioux Tribal Council and providing the Attorney General with not less than ten (10) working days written notice. Such written notice shall include the facts or accusations constituting grounds for termination with specific factual detail to permit the Attorney General with the opportunity to prepare a defense at the

hearing. There must be a 2/3 majority of a quorum present to effect any termination of the Attorney General. If the Attorney General is terminated under this section, the Tribe agrees to pay six (6) months of severance pay to the Attorney General at whatever salary level in place at the time of termination.

9. FORUM

9.1 The proper forum for any dispute regarding this contract shall be the Rosebud Sioux Tribal Court.

9.2 The Attorney General agrees to be subject to the jurisdiction of the Rosebud Sioux Tribal Court as it relates to enforcement of this agreement.

10. SEVERABILITY & CONSTRUCTION

10.1 In the event there is a judicial determination as to a section of this contract is unconscionable or otherwise invalid, it shall not affect other sections of the contract.

10.2 This agreement is a product of negotiations by and between the parties. It is acknowledged that both parties drafted the agreement so that the terms are not construed as against either party.

11. ORAL MODIFICATIONS

11.1 There shall be no oral modifications of this Agreement by either party.

IN WITNESS WHEREOF, the undersigned have executed this contract and the terms of this Agreement represent the full and complete agreement between the parties.

Dated this _____ day of _____, 2019.

Rodney M. Bordeaux, President
Rosebud Sioux Tribe
PO Box 430
Rosebud SD 57570

Dated this _____ day of _____, 2019.

Lloyd E. Guy, III

**ROSEBUD SIOUX TRIBE
RESOLUTION NO. 2019-175**

WHEREAS, The Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and pertinent amendments thereof; and

WHEREAS, The Rosebud Sioux Tribe is governed by a Tribal Council made up of elected representatives who act in accordance with the powers granted to it by its Constitution and By-laws; and

WHEREAS, The Rosebud Sioux Tribal Council is authorized to promulgate and enforce ordinances for the maintenance of law and order, and to safeguard the peace and morals, and general welfare of the Tribe, pursuant to the Rosebud Sioux Tribe Constitution and By-Laws Article IV Sections 1 (k), and (m), and

WHEREAS, The Rosebud Sioux Tribal Council has enacted RST Ordinance 88-01, as amended on June 14, 2016, pursuant to Article III, Section 7, Article IV, Section a (b), (s), (t), and (u), to elect from within or without its number, such other officers as the Tribal Council may deem appropriate, to employ legal counsel for the protection and advancement of the rights of the Tribe and its citizens, to regulate the manner of holding elections for tribal office, to adopt resolutions regulating the procedure of the Council itself and other tribal agencies and tribal officials, and to delegate any of the foregoing powers of Article IV reserving the right to review any action taken by virtue of such delegated power; and

WHEREAS, The purpose and intent of the Tribal Council in enacting RST Ordinance 88-01, as amended, to create an Office of Tribal Attorney General to provide legal counsel on all legal issues affecting the Rosebud Sioux Tribe and its members, and also to provide enforcement of Tribal law within the original boundaries of the Rosebud Sioux Reservation; and

WHEREAS, The Rosebud Sioux Tribal Council has selected Lloyd B. Guy, III, as the Rosebud Sioux Tribe Attorney General beginning August 1, 2019, and continuing until July 31, 2021; and

WHEREAS, The Rosebud Sioux Tribal Council, having negotiated contract terms and salary for the position of Rosebud Sioux Tribe Attorney General; and

THEREFORE BE IT RESOLVED, that the Rosebud Sioux Tribal Council approves and adopts the terms and conditions and specifically approves and adopts the dispute resolution provisions of the Contract for Rosebud Sioux Tribe Attorney General with Lloyd E. Guy, III; and

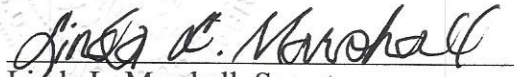
BE IT FURTHER RESOLVED, that the President of the Rosebud Sioux Tribe is empowered and directed to sign the contract on behalf of the Rosebud Sioux Tribe.


**ROSEBUD SIOUX TRIBE
RESOLUTION NO. 2019-175**

CERTIFICATION

This is to certify that the above Resolution No. 2019-175 was duly approved and passed by the Rosebud Sioux Tribal Council in session on 07/23/2019 by a vote of ten (10) in favor, zero (0) opposed and one (1) not voting. The said Resolution was adopted pursuant to the authority vested in the Rosebud Sioux Tribal Council with a quorum present.

ATTEST:



Linda L. Marshall, Secretary
Rosebud Sioux Tribe

Rodney M. Bordeaux, President
Rosebud Sioux Tribe



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Rosebud Agency
Post Office Box 228
Mission, South Dakota 57555

IN REPLY REFER TO:
Office of the Superintendent
(605) 856-2334

AUG 06 2019

Honorable Rodney Bordeaux
President, Rosebud Sioux Tribe
Post Office Box 430
Rosebud, South Dakota 57570

Attention: Linda Marshall, RST Secretary

Dear President Bordeaux:

The following resolutions, received in this office on 8/5/19 have been reviewed and re-routed to the appropriate branches.

Resolution No. 2017-153
Resolution No. 2018-286
Resolution No. 2018-301
Resolution No. 2019-90
Resolution No. 2019-91
Resolution No. 2019-92
Resolution No. 2019-93
Resolution No. 2019-94
Resolution No. 2019-95
Resolution No. 2019-151
Resolution No. 2019-154
Resolution No. 2019-156

Resolution No. 2019-157
Resolution No. 2019-158
Resolution No. 2019-159
Resolution No. 2019-160
Resolution No. 2019-161
Resolution No. 2019-162
Resolution No. 2019-163
Resolution No. 2019-164
Resolution No. 2019-165
Resolution No. 2019-166
Resolution No. 2019-167
Resolution No. 2019-168

Resolution No. 2019-169
Resolution No. 2019-170
Resolution No. 2019-171
Resolution No. 2019-172
Resolution No. 2019-173
Resolution No. 2019-174
Resolution No. 2019-175
Resolution No. 2019-176
Resolution No. 2019-177
Resolution No. 2019-178
Resolution No. 2019-179
Resolution No. 2019-180
Resolution No. 2019-181

Sincerely,

Lee A. Beardt
Superintendent

Enclosure

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WHEREAS, The purpose and intent of the Tribal Council in enacting RST Ordinance 88-01, as amended, to create an Office of Tribal Attorney General to provide legal counsel on all legal issues affecting the Rosebud Sioux Tribe and its members, and also to provide enforcement of Tribal law within the original boundaries of the Rosebud Sioux Reservation; and

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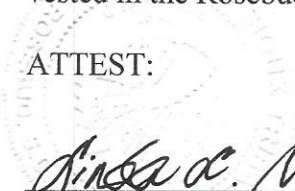
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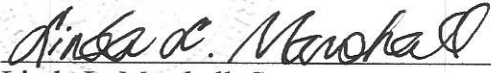
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ATTEST:





Linda L. Marshall, Secretary
Rosebud Sioux Tribe



Rodney M. Bordeaux, President
Rosebud Sioux Tribe

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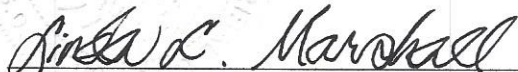
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ATTEST:

A handwritten signature in cursive script, reading "Linda L. Marshall", written over a horizontal line.

Linda L. Marshall, Secretary
Rosebud Sioux Tribe

A handwritten signature in cursive script, reading "Rodney M. Bordeaux", written over a horizontal line.

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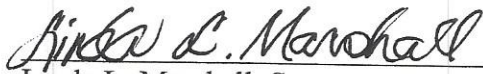
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Dated this _____ day of _____, 2019.

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