

ROSEBUD SIOUX TRIBE
Resolution No. 2020-314

- WHEREAS**, the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all 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, morals and general welfare of the Tribe, and to provide for the administration of justice, pursuant to the Rosebud Sioux Tribe Constitution and By-laws Article IV Section 1(a), (k), and (m); and
- WHEREAS**, the Constitution and By-laws of the Rosebud Sioux Tribe Article IV Section 1 (a) authorizes the Tribal Council to negotiate with the Federal, State and local governments on behalf of the Tribe; and
- WHEREAS**, the President of the Rosebud Sioux Tribe has discussed a Broadband Services Master Agreement between the Rosebud Sioux Tribe (the "Customer"), and Golden West Telecommunications Cooperative, Inc., ("GWTC"), to provide a broadband circuit, including unlimited data and WiFi service, to qualified residential recipients identified and approved by the Tribe/Customer; and
- WHEREAS**, The intended recipients are Tribal member families with school age students to facilitate and permit remote access to online classes for students that has become their primary access to educational services due to the implementation of measures to control and mitigate the spread of Coronavirus COVID-19; and
- WHEREAS**, The Tribe agrees to provide at its cost and expense such rights of way, easements, and access reasonably necessary for GWTC to install. Operate, maintain, and repair the infrastructure needed for the provision of Services; and
- WHEREAS**, Tribe agrees to pay GWTC an Annual Service fee equal to the per unit rate set forth in Exhibit #1 to the Agreement; and
- WHEREAS**, Tribe agrees not to use, and not to allow use of; GWTC's infrastructure and/or services for any unlawful or abusive purpose in any way that damages GWTC's property or interferes with or disrupts GWTC's network or other customers, whether directly or indirectly, or that may otherwise result in any liability; and
- WHEREAS**, Tribe and/or recipient will be responsible for any additional cost that may be incurred for cabling/wiring that is required by GWTC for installation as necessary to provide service within Agreement; and
- WHEREAS**, GWTC shall provide and shall maintain ownership of all equipment and infrastructure necessary for the delivery of broadband service to recipient's location, including a WiFi enabled router; and

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WHEREAS, The Agreement shall be governed by the laws of the State of South Dakota absent controlling federal law as well as applicable FCC Rules and Regulations, however, Tribe does not consent to State Court jurisdiction nor does Tribe waive sovereign immunity except under as follows; In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, the parties will attempt in good faith to informally resolve such controversy or claim. If the matter has not been resolved by the commencement of such discussions, (which period may be extended by mutual agreement), the controversy shall be settled by arbitration rendered by a sole arbitrator agreed upon by Tribe and GWTC. Judgment upon any award rendered by the Arbitrator may be entered by either or both parties in any court of competent jurisdiction as determined by the parties. The parties shall share equally the cost of the Arbitrator. Other than the cost of the Arbitrator, each party shall bear its own expenses and attorneys' fees incurred in the arbitration. The place of the arbitration shall be Rapid City, South Dakota; and

WHEREAS, that the Rosebud Sioux Tribe finds that it is in the best interests of the Rosebud Sioux Tribe to agree with the terms and provisions of the Broadband Services Master Agreement with Golden West Telecommunication Inc.,; and

THEREFORE BE IT RESOLVED, that the Rosebud Sioux Tribe finds that it is in the best interests of the Rosebud Sioux Tribe to adopt and approve the Broadband Master Services Agreement with Golden West Telecommunications Inc., for broadband and Wifi Services for families with students on the Rosebud Reservation for the provision of educational services, internet access and online learning; and

BE IT FINALLY RESOLVED, that the President of the Rosebud Sioux Tribe is authorized and directed to sign and execute the Agreement and any and all related documents on behalf of the Rosebud Sioux Tribe;

Delores Totes Waln
Antelope Council Representative

Date

Russell Eagle Bear
Black Pipe Council Representative

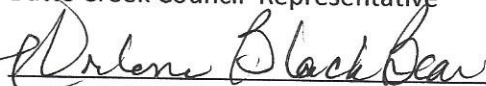
Date

Lisa White Pipe
Bull Creek Council Representative

Date

C. Steve Brave
Butte Creek Council Representative

Date



Arlene R. Black Bear
Corn Creek Council Representative

Date

12-17-20

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Sharon Swift
St. Francis Council Representative

Date

James Leader Charge
James Leader Charge
Swift Bear Council Representative

12-16-2020
Date

Donna Hollow Horn Bear
Donna Hollow Horn Bear
Two Strike Council Representative

12-16
Date

Dwight D. Spotted Tail
Upper Cut Meat Council Representative

Date

CERTIFICATION

This is to certify that the above Resolution No. 2020-314 was duly circulated and signed by representatives of the Rosebud Sioux Tribal Council. Said petition was duly passed, as signed by a majority of the Rosebud Sioux Tribal Council.

ATTEST:

Wayne Boyd
Wayne Boyd, Secretary
Rosebud Sioux Tribe

Rodney Borgeaux
Rodney Borgeaux, President
Rosebud Sioux Tribe

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Delores Totes Wain
Antelope Council Representative

Date

Russell Eagle Bear
Black Pipe Council Representative

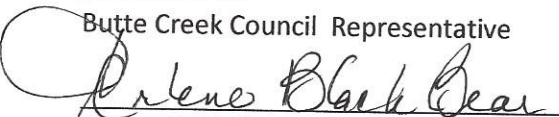
Date

Lisa White Pipe
Bull Creek Council Representative

Date

C. Steve Brave
Butte Creek Council Representative

Date



Arlene R. Black Bear
Corn Creek Council Representative

12-17-20
Date

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Sharon Swift
St. Francis Council Representative

Date

James Leader Charge
James Leader Charge
Swift Bear Council Representative

12-16-2020
Date

Donna Hollow Horn Bear
Donna Hollow Horn Bear
Two Strike Council Representative

12-16-20
Date

Dwight D. Spotted Tail
Upper Cut Meat Council Representative

Date

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ATTEST:

Wayne Boyd
Wayne Boyd, Secretary
Rosebud Sioux Tribe

Rodney Bordeaux
Rodney 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

FEB 26 2021

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

Attention: Louis Wayne Boyd, Rosebud Sioux Tribe Secretary

Dear President Bordeaux:

Our office is in receipt of the following Rosebud Sioux Tribal Resolutions: 2020-02, 2020-04, 2020-05, 2020-175, 2020-289, 2020-292, 2020-295, 2020-296, 2020-297, 2020-298, 2020-299, 2020-300, 2020-301, 2020-302, 2020-303, 2020-304, 2020-305 (Rescinded: 12/23/2020), 2020-306, 2020-307, 2020-308, 2020-309, 2020-311, 2020-312, 2020-313, 2020-314, 2020-315, 2020-316, 2020-317 and 2020-318.

All Tribal Resolutions have been reviewed by this office.

The Range Program has been provided with the following resolutions for further review and/or file retention: 2020-298 and 2020-299.

Real Estate Services has been provided with the following resolutions for further review and/or file retention: 2020-289, 2020-296, 2020-301, 2020-303, 2020-304 and 2020-314.

The Self-Determination Program has been provided with the following resolutions for further review and/or file retention: 2020-02, 2020-04, 2020-05, 2020-297, 2020-298, 2020-300, 2020-302, 2020-305, 2020-307, 2020-308, 2020-309, 2020-311, 2020-312, 2020-313, 2020-315, and 2020-316.

Sincerely,

Francine Fast Horse
Superintendent

Acting

cc: Range
Real Estate Services
Self-Determination

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Antelope Council Representative

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Black Pipe Council Representative

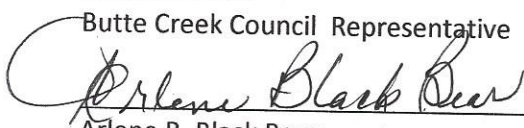
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Antelope Council Representative

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Russell Eagle Bear
Black Pipe Council Representative

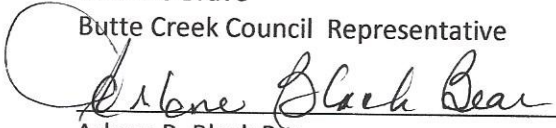
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Corn Creek Council Representative

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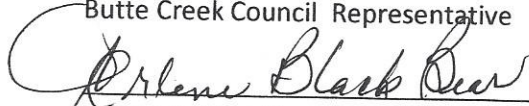
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Bull Creek Council Representative

Date

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Butte Creek Council Representative

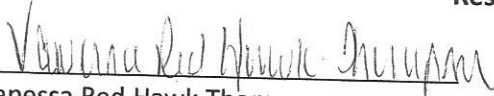
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Arlene R. Black Bear
Corn Creek Council Representative

12-17-20
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Vanessa Red Hawk Thompson
Grass Mountain Council Representative

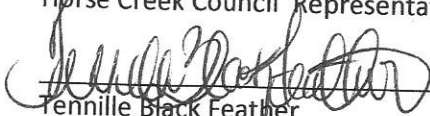
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Clifford Lafferty
He Dog Council Representative

Date

Robert Rattling Leaf
Horse Creek Council Representative


Date


Jennille Black Feather
Ideal Council Representative

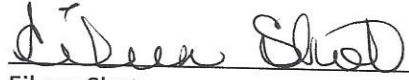
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William Marshall
Milks Camp Council Representative

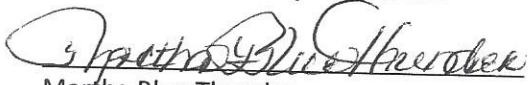
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Wayne Frederick
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Eileen Shot
Parmelee Council Representative


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Martha Blue Thunder
Ring Thunder Council Representative

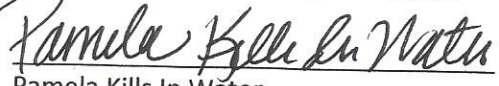
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Rosebud Council Representative

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Soldier Creek Council Representative

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Pamela Kills In Water
Spring Creek Council Representative

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12-16-20
Date

Dwight D. Spotted Tail
Upper Cut Meat Council Representative

Date

CERTIFICATION

This is to certify that the above Resolution No. 2020-314 was duly circulated and signed by representatives of the Rosebud Sioux Tribal Council. Said petition was duly passed, as signed by a majority of the Rosebud Sioux Tribal Council.

ATTEST:

Wayne Boyd
Wayne Boyd, Secretary
Rosebud Sioux Tribe

Rodney Bordeaux
Rodney Bordeaux, President
Rosebud Sioux Tribe

ROSEBUD SIOUX TRIBE
Resolution No. 2020-314

- WHEREAS**, the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all 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, morals and general welfare of the Tribe, and to provide for the administration of justice, pursuant to the Rosebud Sioux Tribe Constitution and By-laws Article IV Section 1(a), (k), and (m); and
- WHEREAS**, the Constitution and By-laws of the Rosebud Sioux Tribe Article IV Section 1 (a) authorizes the Tribal Council to negotiate with the Federal, State and local governments on behalf of the Tribe; and
- WHEREAS**, the President of the Rosebud Sioux Tribe has discussed a Broadband Services Master Agreement between the Rosebud Sioux Tribe (the "Customer"), and Golden West Telecommunications Cooperative, Inc., ("GWTC"), to provide a broadband circuit, including unlimited data and WiFi service, to qualified residential recipients identified and approved by the Tribe/Customer; and
- WHEREAS**, The intended recipients are Tribal member families with school age students to facilitate and permit remote access to online classes for students that has become their primary access to educational services due to the implementation of measures to control and mitigate the spread of Coronavirus COVID-19; and
- WHEREAS**, The Tribe agrees to provide at its cost and expense such rights of way, easements, and access reasonably necessary for GWTC to install, operate, maintain, and repair the infrastructure needed for the provision of Services; and
- WHEREAS**, Tribe agrees to pay GWTC an Annual Service fee equal to the per unit rate set forth in Exhibit #1 to the Agreement; and
- WHEREAS**, Tribe agrees not to use, and not to allow use of; GWTC's infrastructure and/or services for any unlawful or abusive purpose in any way that damages GWTC's property or interferes with or disrupts GWTC's network or other customers, whether directly or indirectly, or that may otherwise result in any liability; and
- WHEREAS**, Tribe and/or recipient will be responsible for any additional cost that may be incurred for cabling/wiring that is required by GWTC for installation as necessary to provide service within Agreement; and
- WHEREAS**, GWTC shall provide and shall maintain ownership of all equipment and infrastructure necessary for the delivery of broadband service to recipient's location, including a WiFi enabled router; and

ROSEBUD SIOUX TRIBE
Resolution No. 2020-314

WHEREAS, The Agreement shall be governed by the laws of the State of South Dakota absent controlling federal law as well as applicable FCC Rules and Regulations, however, Tribe does not consent to State Court jurisdiction nor does Tribe waive sovereign immunity except under as follows; In the event of any controversy or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, the parties will attempt in good faith to informally resolve such controversy or claim. If the matter has not been resolved by the commencement of such discussions, (which period may be extended by mutual agreement), the controversy shall be settled by arbitration rendered by a sole arbitrator agreed upon by Tribe and GWTC. Judgment upon any award rendered by the Arbitrator may be entered by either or both parties in any court of competent jurisdiction as determined by the parties. The parties shall share equally the cost of the Arbitrator. Other than the cost of the Arbitrator, each party shall bear its own expenses and attorneys' fees incurred in the arbitration. The place of the arbitration shall be Rapid City, South Dakota; and

WHEREAS, that the Rosebud Sioux Tribe finds that it is in the best interests of the Rosebud Sioux Tribe to agree with the terms and provisions of the Broadband Services Master Agreement with Golden West Telecommunication Inc.,; and

THEREFORE BE IT RESOLVED, that the Rosebud Sioux Tribe finds that it is in the best interests of the Rosebud Sioux Tribe to adopt and approve the Broadband Master Services Agreement with Golden West Telecommunications Inc., for broadband and Wifi Services for families with students on the Rosebud Reservation for the provision of educational services, internet access and online learning; and

BE IT FINALLY RESOLVED, that the President of the Rosebud Sioux Tribe is authorized and directed to sign and execute the Agreement and any and all related documents on behalf of the Rosebud Sioux Tribe;

Delores Totes Waln
Antelope Council Representative

Date

Russell Eagle Bear
Black Pipe Council Representative

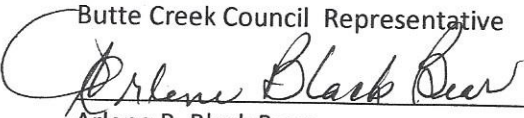
Date

Lisa White Pipe
Bull Creek Council Representative

Date

C. Steve Brave
Butte Creek Council Representative

Date



Arlene R. Black Bear
Corn Creek Council Representative

12-17-20
Date

ROSEBUD SIOUX TRIBE
Resolution No. 2020-314

Sharon Swift
St. Francis Council Representative

Date

James Leader Charge
James Leader Charge
Swift Bear Council Representative

12-14-2020
Date

Donna Hollow Horn Bear
Donna Hollow Horn Bear
Two Strike Council Representative

12-16-20
Date

Dwight D. Spotted Tail
Upper Cut Meat Council Representative

Date

CERTIFICATION

This is to certify that the above Resolution No. 2020-314 was duly circulated and signed by representatives of the Rosebud Sioux Tribal Council. Said petition was duly passed, as signed by a majority of the Rosebud Sioux Tribal Council.

ATTEST:

Wayne Boyd
Wayne Boyd, Secretary
Rosebud Sioux Tribe

Rodney Bordeaux
Rodney 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

APR 16 2021

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

Attention: Louis Wayne Boyd, Rosebud Sioux Tribe Secretary

Dear President Bordeaux:

Our office is in receipt of the following Rosebud Sioux Tribal Resolutions:
2020-68, 2020-314, 2021-01, 2021-02, 2021-03, 2021-09, 2021-14 and 2021-21.

All Tribal Resolutions have been reviewed by this office.

Real Estate Services has been provided with the following resolutions for further review and/or file retention: 2020-314 and 2021-14.

The Self-Determination Program has been provided with the following resolution for further review and/or file retention: 2021-01.

Bureau of Trust Funds Administration has been provided with the following resolution for further review and/or file retention: 2021-14.

Sincerely,

Steve Wilkie
Acting Superintendent

cc: Real Estate Services
Self-Determination
Bureau of Trust Funds Administration