

**ROSEBUD SIOUX TRIBE**  
**Resolution No. 2020-216**

**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 the 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**, RST Sewer Revenue Department is responsible for operating and maintaining sewer collection and treatment systems, and administering funds for Indian Health Service (IHS) contracts for sanitary services throughout the Rosebud Reservation area; and

**WHEREAS**, IHS and RST have a Memorandum of Agreement (MOA) through Public Law 86-121 for Project GP-20-G36 to secure initial funding in the amount of \$292,500.00 to construct satisfactory water supply and adequate waste disposal facilities for homes on the Rosebud Indian Reservation. The contract may be modified over time to increase the contract amount; and

**WHEREAS**, the Rosebud Sioux Tribe will designate the Sewer Revenue Department to construct water and wastewater facilities proposed and approved for Project GP-20-G36 according to "Provisions For Tribal Force Account" described in the MOA; and

**WHEREAS**, the RST Sewer Revenue Department will assume equipment inventory, personnel, existing materials, and administrative authority from the RST Construction department all formerly under the RST Water Resources program; and

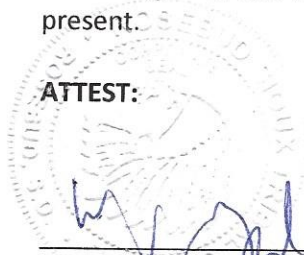
**WHEREAS**, all construction progress payments will be made to RST Sewer Revenue Department following review and approval from IHS; and

**NOW THEREFORE BE IT RESOLVED**, that the Tribal Council approved the committee's recommendation and direct the Tribal President and Director of Sewer Revenue Department for implementation.

**C E R T I F I C A T I O N**

This is to certify that the above Resolution No. 2020-216 was duly passed by the Rosebud Sioux Tribal Council in session on September 10, 2020, by a vote of fifteen (15) in favor, zero (0) opposed and two (2) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

**ATTEST:**

The seal of the Rosebud Sioux Tribe is circular, featuring a central figure and the text "ROSEBUD SIOUX TRIBE" around the perimeter.

Wayne Boyd, Secretary  
Rosebud Sioux Tribe

A handwritten signature in blue ink, appearing to read "Rodney M. Bordeaux".

Rodney M. Bordeaux, President  
Rosebud Sioux Tribe

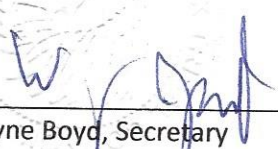
**ROSEBUD SIOUX TRIBE**  
**Resolution No. 2020-216**

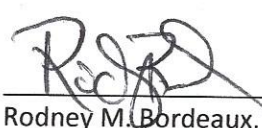
- WHEREAS**, the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all pertinent amendments thereof; and
- WHEREAS**, the Rosebud Sioux Tribe is governed by the Tribal Council made up of elected representatives who act in accordance with the powers granted to it by its Constitution and By-Laws; and
- WHEREAS**, RST Sewer Revenue Department is responsible for operating and maintaining sewer collection and treatment systems, and administering funds for Indian Health Service (IHS) contracts for sanitary services throughout the Rosebud Reservation area; and
- WHEREAS**, IHS and RST have a Memorandum of Agreement (MOA) through Public Law 86-121 for Project GP-20-G36 to secure initial funding in the amount of \$292,500.00 to construct satisfactory water supply and adequate waste disposal facilities for homes on the Rosebud Indian Reservation. The contract may be modified over time to increase the contract amount; and
- WHEREAS**, the Rosebud Sioux Tribe will designate the Sewer Revenue Department to construct water and wastewater facilities proposed and approved for Project GP-20-G36 according to "Provisions For Tribal Force Account" described in the MOA; and
- WHEREAS**, the RST Sewer Revenue Department will assume equipment inventory, personnel, existing materials, and administrative authority from the RST Construction department all formerly under the RST Water Resources program; and
- WHEREAS**, all construction progress payments will be made to RST Sewer Revenue Department following review and approval from IHS; and
- NOW THEREFORE BE IT RESOLVED**, that the Tribal Council approved the committee's recommendation and direct the Tribal President and Director of Sewer Revenue Department for implementation.

**C E R T I F I C A T I O N**

This is to certify that the above Resolution No. 2020-216 was duly passed by the Rosebud Sioux Tribal Council in session on September 10, 2020, by a vote of fifteen (15) in favor, zero (0) opposed and two (2) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

**ATTEST:**

  
\_\_\_\_\_  
Wayne Boyd, Secretary  
Rosebud Sioux Tribe

  
\_\_\_\_\_  
Rodney M. Bordeaux, President  
Rosebud Sioux Tribe



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE INDIAN HEALTH SERVICE  
AND  
THE ROSEBUD SIOUX TRIBE  
ROSEBUD INDIAN RESERVATION  
SOUTH DAKOTA**

**PUBLIC LAW 86-121  
PROJECT GP-20-G36**

This Agreement is made between the Indian Health Service (IHS), acting through the Director, Great Plains Area IHS, Department of Health and Human Services, under and pursuant to the provisions of Public Law 86-121 (73 Stat. 267), and the Rosebud Sioux Tribe, Rosebud Indian Reservation, South Dakota, hereinafter called the Tribe acting through the President of the Rosebud Sioux Tribe.

**WHEREAS**, the Tribe is desirous of obtaining satisfactory water supply and adequate waste disposal facilities for homes on the Rosebud Indian Reservation, South Dakota, and

**WHEREAS**, the Tribe, acting through the Tribal President submitted a project request to the IHS, dated March 3, 2020 requesting assistance under Public Law 86-121 in the construction of water supply and wastewater disposal facilities to serve 15 new and like-new homes on the Rosebud Indian Reservation, South Dakota, and

**WHEREAS**, the IHS is desirous of assisting in the construction of water supply and wastewater disposal for the Indians on the Rosebud Indian Reservation, South Dakota as a means of improving the health of the residents, and

**WHEREAS**, the Tribe has reviewed and concurs with the provisions of the attached Project Summary.

**NOW THEREFORE**, in order to carry out the project as set forth in the attached Project Summary entitled "*Project Summary for the Construction of Sanitation Facilities to Serve New and Like-New Housing on the Rosebud Indian Reservation, South Dakota*", dated March 2020, the parties mutually agree:

**TRIBAL LANDS**

1. The Tribe hereby grants permission for the IHS and its representatives to enter upon or across tribal lands for the purpose of carrying out the project outlined in the attached Project Summary and as provided for in this Agreement and further agrees to waive all claims which may arise by reason of such entry upon tribal lands, except those that may be recognized under the Federal Tort Claims Act. [TL.1]
2. The Tribe will obtain all rights-of-way on or over tribal lands as in the judgment of the IHS and Tribe may be necessary to provide and operate any facilities provided for hereunder and waives any claims for compensation and damages therefore. [TL.2]
3. The Tribe will provide, without charge to the IHS, all tribal land necessary and required for the construction of the facilities as provided for in the Project Summary. All interests in such land, easements, and rights-of-way shall remain with the Tribe except as otherwise provided for in this Agreement. [TL.3]



## **HISTORIC PRESERVATION, CULTURAL PROPERTIES, DISCOVERY**

1. The Tribe will provide, without charge, assistance in complying with the Regulations (36 CFR 800) and implementing Section 106 of the National Historic Preservation Act (16 USC 470f) by informing IHS of any traditional cultural properties which might be affected by construction of the project. The Tribe shall take appropriate steps to identify traditional cultural properties which could be affected by the project, including contacting traditional cultural leaders or other tribal members who may have knowledge about such locations, sites, or objects. [HPCPD.1]
2. The IHS shall consult with the Tribe regarding excavations that may result in inadvertent discovery of human remains in accordance with the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001) and implementing Regulations, 43 CFR Part 10. This Agreement shall serve as official notice to the Tribe that the proposed sanitation facilities construction may result in inadvertent discoveries, and that any such discoveries shall be subject to the above Regulations, including consultation between the IHS and the tribally designated cultural resources representative and disposition of human remains or related cultural items. If the Tribe is administering construction of the sanitation facilities, through a Tribal contract or force account, it shall assume full responsibility for compliance with 43 CFR Part 10. [Note: The IHS remains responsible for complying with the Regulations implementing Section 106 of the National Historic Preservation Act regarding post-review discoveries at 36 CFR 800.13]. [HPCPD.2]
3. In the event any historical, archaeological, architectural, or other cultural artifacts, vestiges, or remains are found prior to, during, or after any earth disturbance or construction activity in the proposed project area, the Project Engineer shall notify the Tribe and the Tribal/State Historic Preservation Officer, and the site and materials will be protected from further disturbance until a professional examination of them can be made, or until some other form of clearance to proceed is given by the Tribal/State Historic Preservation Officer. [HPCPD.3]

## **HOMES SERVED**

1. The Tribe shall provide a prioritized list of Indian homes to be served under this project. The Tribe may make changes or deletions of homes at any time prior to actual construction providing that the appropriate tribal official makes such changes in writing. All homes must be found to meet eligibility and feasibility criteria established by the IHS. The actual homes to be served under this project will be determined, by the IHS criteria, from the applications submitted by the Tribe. [HS.1]
2. The Tribe shall assure, at no cost to the IHS: water and sewer lines to be extended to a point five feet outside homes approved for service; power and adequate electrical facilities, including proper electrical service entrance, to be available at each home; and homes to be properly winterized, including skirting for mobile homes, to protect facilities from freezing. [HS.2]
3. The IHS shall make final determinations and notify the Tribe on whether individual participants and home sites qualify for sanitation facilities, taking into account the recommendations by the Tribe. [HS.3]
4. If additional participants are to be served, a letter amendment to this agreement is required by IHS and the Tribe prior to any additional construction. This amendment will describe the numbers and types of additional services to be provided, and the maximum additional contribution, if any, to be made by IHS. [HS.4]



5. The IHS reserves the right to delete from the project any home for which eligibility requirements have not been met by September 30, 2021 and to withdraw from the project any or all funds intended to serve those homes. [HS.5]

### **IHS CONTRIBUTIONS**

1. That the IHS will provide without charge to the Tribe: [IC.1]
  - a. All materials, supplies, equipment, and labor for the installation of (individual or community) water supply and (individual or community) waste disposal facilities as provided for in the attached Project Summary, and not otherwise provided for in this agreement. [IC.1a]
  - b. The instructions as to the proper utilization, maintenance, operation, and protection of the facilities provided for herein. [IC.1b]

### **PROVISIONS FOR TRIBAL PROCUREMENT**

#### **Tribal Contributions Section**

1. The Tribe shall provide for construction, through its procurement system, all water supply and wastewater disposal facilities as described in the Project Summary; that the Tribe shall procure the facilities in accordance with this Agreement and in compliance with applicable Federal requirements. [TCS.1]
2. The Tribe shall submit to the IHS for review and approval before advertising all proposed solicitations estimated to cost \$25,000 or more; that the Tribe shall make such adjustments in the solicitation as determined necessary by IHS. [TCS.2]
3. That the Tribe shall develop and submit to IHS for approval a proposed construction contract showing proposed unit costs, based on bids received, for construction of sanitation facilities to be installed. The Tribe shall negotiate these unit costs if necessary to receive approval from IHS. These unit costs shall govern for the duration of the Tribal contract under which they are proposed. No work shall be performed prior to written approval by IHS of the corresponding unit costs. [TCS.3]
4. If additional or special units of work are needed for specific sites during execution of the project, the Tribe shall submit a list of proposed costs for negotiation on those items. Costs for the additional or special items shall then govern either for the duration of the Tribal contract, or for just those sites specified in the proposal, as agreed at the time. Major modifications to the construction contract (such as adding facilities not included in the Project Summary or requiring additional project funds) shall not be executed without written approval by the IHS Associate Director, Office of Environmental Health and Engineering, Great Plains Area. [TCS.4]

#### **IHS Contributions and Roles Section**

1. The IHS shall review and approve (or reject with justification and explanation) proposed solicitations before advertising by the Tribe. [ICRS.1]



2. The IHS shall review and approve proposed unit costs for all items of work under the project. Once approved by IHS, these unit costs shall govern all work for the duration of the Tribal contract under which they are proposed. Unit costs for additional or special units of work required at individual sites shall be negotiated before the IHS authorizes work for the site or group of sites affected. All unit costs are subject to approval by the Director, Sanitation Facilities Construction prior to the award of any contract or the start of any construction involving those items of work. [ICRS.2]
3. The IHS shall contribute to the Tribe an amount not to exceed **\$292,500.00** for contract administration and construction of the proposed facilities. The IHS Area Director may increase this amount subject to the availability of funds, and will notify the other parties in writing of any changes. The exact amount to be contributed shall be the sum of the following items: [ICRS.3]

- a. Actual cost of construction contracts. [ICRS.3a]
- b. Contract administrative support fee to be paid to the Tribe. This fee is to cover a portion of the cost of administering construction contracts under the project. The contract administrative support fee shall be as follows: [ICRS.3b]

<u>Contract Amount</u>	<u>Administrative Fee</u>
\$0 to \$25,000	Four percent of the contract amount.
\$25,000 to \$200,000	\$1,000 plus three percent of the contract amount in excess of \$25,000.
Above \$200,000	\$6,250 plus two percent of the contract amount in excess of \$200,000.

- c. Direct costs such as printing, copying, advertising, accounting, and reasonable costs of contract legal review by an attorney may be paid if approved in advance by the Director, Division of Sanitation Facilities Construction, Great Plains Area IHS. [ICRS.3c]
  - d. The Tribe will submit to IHS for review and approval, the unit prices for computing the IHS contribution to the Tribe to assist them in the construction of the required sanitation facilities. A copy of all bids received by the Tribe for any portions that the Tribe intends to subcontract will also be included. A copy of the solicitation and contract documents will also be provided. [ICRS.3d]
  - e. The contributions shall be made in installments in accordance with the payment request forms GPAO 107M and 108M submitted by the Tribe and approved by the IHS Project Engineer. [ICRS.3e]
  - f. Contributions will be made by electronic transfer of funds through the Treasury Financial Communications System directly to the Tribe's financial institution. The Tribe will be asked to submit bank account information before the first payment can be received through this process. [ICRS.3f]
4. The maximum expenditure for work under any Tribal contract shall not exceed the amount estimated in the Project Summary for that portion of facilities without an amendment to this Agreement. [ICRS.4]



5. At no time during the project will the Tribe represent the IHS nor will the IHS represent the Tribe in contract administration matters. [ICRS.5]
6. The IHS will, at the request of the Tribe, provide oversight and technical assistance on contractor submittals, progress payments, change order requests, and other project related information submitted by the tribal contractor and make recommendations to the Tribe. [ICRS.6]
7. The IHS and Tribe shall inspect all sanitation facilities constructed through Tribal procurement to ensure construction meets minimum IHS standards. The procurement documents shall also note that the IHS inspector does not have authority to modify the contract or issue direction to the contractor. Following construction inspection, the IHS will advise the Tribe on whether the construction meets the IHS interpretation of the contract requirements. [ICRS.7]

### **Procurement Standards**

1. The Tribe shall use a system of contract administration that ensures performance by its contractors in accordance with the terms and conditions of the contract and in compliance with OMB Circular A-102 as adopted by HHS at 45 CFR 92. (See Appendix F of this Guideline) The Tribe shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurement. These issues include, but are not limited to source evaluation, protests, disputes, and claims. [PS.1]
2. No employee, officer or agent of the Tribe shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent, (b) any member of his or her immediate family, (c) his or her partner, (d) or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award. [PS.2]
3. The tribal officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. [PS.3]

### **Competitive Procurement Practices**

1. All tribal procurement under this Agreement shall be competitive and based on firm fixed prices unless approved by the Director, Division of Sanitation Facilities Construction, for reasons of public exigency, critical schedule constraints that could not have been anticipated, or essential equipment compatibility for operation and maintenance. The following requirements apply: [CPP.1]
  - a. Materials, Construction, and Services (non A/E) Estimated at More than \$2,000 and Less than \$25,000: The Tribe shall solicit a written quote from a minimum of three (3) sources qualified to do the work and likely to submit a quote. The Tribe shall award a purchase order to the responsive, responsible source with the lowest quote. [CPP.1a]
  - b. Materials, Construction, and Services (non A/E) Estimated at \$25,000 or more: The Tribe shall advertise formally for a minimum of 15 calendar days for sealed bids to be opened publicly at a specified time, date, and place. The Tribe shall award a contract to the responsive, responsible source which has submitted the lowest bid price. [CPP.1b]



### **Indian Preference**

1. That if the Tribe has enacted an Indian preference ordinance of general applicability and agrees to apply the terms of that ordinance, the Indian preference requirements of that ordinance may apply in lieu of IHS requirements as long as the effect is similar to that of IHS requirements. The Tribe may not give preference to Tribal members or Tribal companies only, nor limit preference geographically, including restriction to those within Reservation boundaries. [IP.1]
2. In the absence of a formally adopted Indian preference policy by the Tribe, preference shall be given in the award of construction and services contracts to those firms (or joint ventures) whose levels of ownership and control by enrolled Indians (or Alaska Natives) each equal at least 51% of the total on a continuing basis for the duration of the contract. Firms (or joint ventures) who satisfactorily document at the time of bid or quotation such ownership and control shall have a prescribed amount of their total bid price deducted from the bid price for comparison with other bids. The Tribe and IHS shall set the amount at a reasonable rate (normally between five percent and ten percent). Once this deduction is made for qualified Indian firms (or joint ventures), the Tribe will make the award to the responsive, responsible bidder with the lowest resulting bid. [IP.2]

### **Required Notice to Prospective Bidders**

1. The Tribe shall notify the vendors and contract bidders of the following: [RNPB.1]
  - a. Indian Preference Policy for contracting/subcontracting. [RNPB.1a]
  - b. Minimum percentage of work to be performed by the prime contractor (33 1/3%, unless otherwise specified). [RNPB.1b]
  - c. Responsibility of the Tribe for compliance with and enforcement of the contract (i.e., the contract is not a Federal contract). [RNPB.1c]
  - d. Restrictions on liens (state lien laws do not apply on Federal trust land). [RNPB.1d]
  - e. Remedy for disputes, as provided for under General Provisions. [RNPB.1e]
  - f. The role of the IHS. [RNPB.1f]

### **Wage Rates**

1. Davis-Bacon wage rates shall apply for all construction contracts exceeding \$2,000 in value executed by the Tribe and funded by Federal agencies. The Tribe is responsible for reviewing payroll information submitted by the contractor for compliance with Davis-Bacon requirements. Unless it requests IHS to obtain wage rates, the Tribe shall request applicable wage rates directly from U.S. Department of Labor. [WR.1]

### **Bond Requirements**

1. For construction contracts on Federal trust land exceeding \$100,000, the Tribe shall require bid, payment, and performance bonds, as described below. For construction contracts on non-trust land in excess of \$5,000, payment and performance bonds shall be required. The IHS may accept the bonding policy and requirements of the Tribe, provided that IHS determines that its interest is adequately protected. In lieu of such a determination, the minimum requirements shall be as follows: [BR.1]



- a. A bid guarantee from each bidder equivalent to 5 percent of the bid price. [BR.1a]
- b. A payment bond on the part of the contractor for 100 percent of the contract price. [BR.1b]
- c. A performance bond on the part of the contractor for 100 percent of the contract price. [BR.1c]

### **Subcontractor Limits**

1. The prime contractor shall be required to perform with its employees and equipment at least 33.3 percent of the total amount of the work included in the contract. Copies of subcontract agreements may be required to verify the amount of work performed. [SL.1]

### **Administrative Provisions**

1. The Tribe's contract shall contain the following provisions: [AP.1]
  - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (except small purchases). [AP.1a]
  - b. Termination for cause and for convenience by the Tribe including the manner by which it will be effected and the basis for settlement. (Contracts exceeding \$10,000). [AP.1b]
  - c. Compliance with the "Equal Employment Opportunity" Executive Order 11246 as amended. (Contracts and subcontracts exceeding \$10,000.) [AP.1c]
  - d. Compliance with the Copeland "Anti-kickback" Act. [AP.1d]
  - e. Compliance with the Davis-Bacon Act. (Contracts exceeding \$2,000). [AP.1e]
  - f. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. (Construction contracts in excess of \$2,000). [AP.1f]
  - g. IHS requirements for reporting, as called for in this Agreement. [AP.1g]
  - h. IHS Indian preference requirements. [AP.1h]
  - i. Access by the Federal government and the Tribe to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making an audit, examination, excerpts, and transactions. [AP.1i]
  - j. Retention of all required records for three years after the Tribe makes final payment and all other pending matters are closed. [AP.1j]
  - k. Compliance with all applicable environmental laws and EPA regulations including Executive Order 11738. (Contracts exceeding \$100,000). [AP.1k]

### **General Provisions**

1. In the absence of an equivalent set of General Provisions approved by the Area SFC Division Director for construction contracts, Paragraph 1-45 of the General Provisions in Schedule B, Appendix B of the IHS MOA Guideline shall be included in their entirety in the Tribe's solicitation and contract. For procurement less than \$25,000, the Area SFC Division Director may approve a condensed set of these General Provisions that protects the IHS and Tribe's interests. [GP.1]

### **Special Provisions**

1. Unless determined by the Area SFC Division Director to be inappropriate, the Tribe shall include in its solicitation and contract the Special Provisions shown as Schedule D, Appendix B of the IHS MOA Guideline. [SP.1]



### **Submittal Requirements**

1. Unless determined by the Area SFC Division Director to be inappropriate, the Tribe shall include in its solicitation the submittal requirements shown as Schedule F, Appendix B of the IHS MOA Guideline. [SR.1]

### **Final Inspection**

1. The Tribe shall conduct with the contractor, IHS and its representatives, and other interested parties, a final inspection of the facilities provided under the contract. Final acceptance and payment for the work by the Tribe shall not occur until the contractor has corrected all deficiencies identified at the final inspection and until the work is in full compliance with the plans, specifications, and other contract requirements. [FI.1]
2. Work will be inspected by IHS to ensure that the work performed complies with all the terms and conditions of the Tribal contract. Final IHS contribution for the work performed will not be released to the Tribe until such time as the IHS participates in a final inspection and determines that the work complies with all contract requirements. Upon the completion of all contract requirements, the IHS shall issue a "Contract Notice of Completion" letter to the Tribe. The Contract Notice of Completion letter shall include a brief summary of the sanitation facilities installed by the Tribal Contractor and a summary of all contract progress payments issued to the Tribe. [FI.2]

## **PROVISIONS FOR TRIBAL FORCE ACCOUNT**

### **General Provisions**

1. The Tribe agrees to construct the proposed sanitation facilities, with its own construction employees, in accordance with plans and specifications prepared or approved by IHS. [TFA.GP1]
2. The Tribe and IHS agree to work cooperatively to complete preconstruction planning activities including equipment, material and manpower needs, wage rates, qualifications necessary for the project superintendent, construction management, and the project schedule. The Tribe shall then complete a detailed construction cost estimate to demonstrate how the work will be performed within the project budget. [TFA.GP2]
3. The Tribe and IHS acknowledge that project funding is limited to the amount shown in the Project Summary. If the Tribe's cost exceed the estimate in the Project Summary, the scope of the project may need to be reduced. Cost overruns discovered near the end of the project, or after completion of the construction, may not get reimbursed due to a lack of funds. Any proposed change in the project scope or budget must be approved by IHS prior to implementation. [TFA.GP3]
4. The construction shall be performed by the Tribe in accordance with plans and specifications prepared or approved by IHS. IHS is responsible for construction inspection, approval of materials, quality control testing and final acceptance of all work. Final payment to the Tribe shall not be approved until after IHS has conducted the final inspection and approved the work. [TFA.GP4]



5. The Tribe agrees that, 1) all of their employees working on construction of the project shall be covered by applicable workmen's compensation insurance, 2) a general public liability and property damage insurance policy shall be in force throughout the construction period. [TFA.GP5]
6. The Tribe agrees to demonstrate to the satisfaction of IHS that, a) adequate financial controls are in place to identify the source and disbursement of all funds, b) they will utilize a cost accounting system that will compare actual costs with budgeted amounts, c) accounting records will be supported by source documents, d) their procurement system complies with IHS requirements. [TFA.GP6]
7. The Tribe may not receive a profit, in excess of allowable costs, as approved by IHS in accordance with the allowable cost provisions of OMB Circular A-87. [TFA.GP7]
8. The Tribe is responsible for jobsite safety and for compliance with all applicable State and Federal health and safety requirements. The IHS Project Engineer may stop work if a safety problem is unresolved by the Tribe. [TFA.GP8]
9. The Tribe is responsible for resolving all tort claims, contractual disputes, protests and claims resulting from their activities on this project. [TFA.GP9]

**Abbreviated Cost Control Provision:**

1. The Tribe and IHS shall agree on unit prices for the work to be performed. After appropriate deductions for cash advances, IHS shall contribute funds to the Tribe for the quantity of work performed at the agreed upon unit prices, plus the project administrative support costs, if applicable. [TFA.ACCP1]

**Comprehensive Cost Control Provisions:**

1. The Tribe will develop a projected cash flow and a construction budget to estimate costs for the work. IHS will contribute funds to the Tribe for their actual costs for the construction including the agreed upon administrative support fees. [TFA.CCCP1]
2. The Tribe and IHS shall agree upon a cost control system to track project costs and accomplishments prior to construction. The Tribe shall provide to IHS, on a monthly basis, a financial and progress report showing: 1) a current accounting of all income, obligations and disbursements for labor, equipment, materials, administrative support costs, and budgeted amounts, 2) construction progress and a revised progress schedule if necessary. [TFA.CCCP2]
3. If the Tribe experiences cost increases, above the amount estimated prior to construction, IHS will recommend corrective actions to reduce costs. Major cost overruns may require a revised scope of work, suspension of construction or other cost reduction initiatives. [TFA.CCCP3]

**TRIBAL FINANCIAL MANAGEMENT STANDARDS AND PROCEDURES**

1. The Tribe shall provide the following features in its financial management system: [TFM.1]



- a. The Tribe shall maintain original accounting records which accurately identify the source and application of all project funds it receives. The source documentation shall include canceled checks, paid bills, payrolls, time and attendance records, purchasing documents, and financial records. Accurate, current, and complete project records shall be reported in accordance with other provisions of this Agreement. [TFM.1a]
  - b. The Tribe shall maintain effective controls and accountability for all cash, real and personal property, and other assets acquired. [TFM.1b]
  - c. The Tribe shall compare actual Tribal expenditures with budgeted amounts for the project. [TFM.1c]
  - d. Applicable OMB cost principles (OMB Circular A-87) and the terms of this Agreement shall govern in determining the reasonableness, allowability, and allocability of all costs under the project. [TFM.1d]
2. The Tribe shall maintain a separate financial account for the project. [TFM.2]
  3. The Tribe shall submit a projected cash flow schedule. The Tribe and IHS shall minimize the time elapsed between fund transfer and disbursement. [TFM.3]
  4. Interest in excess of \$100 per year earned on cash advances (Federal funds) must be returned to the IHS project account. [TFM.4]
  5. Funds for construction projects under an Agreement shall not be borrowed or intentionally invested. Funds from one IHS funded construction project shall not be used for cash flow or other unauthorized purposes or for another IHS funded construction project. [TFM.5]
  6. Any proposed changes by the Tribe in the project scope and/or budgeted costs must be reviewed and approved by the IHS as provided for in the Agreement. [TFM.6]

### PROJECT FUNDING SYNOPSIS

1. The IHS shall utilize project funds in the amount of **\$32,500.00** [**\$325,000.00 - \$292,500.00**] for IHS Project Technical Support (PTS) expenses. PTS expenses shall include IHS expenditures for technical and clerical salaries, Government Service Administration (GSA) vehicles and miscellaneous project related expenses, including engineering data collection, equipment, and services. [PFS.1]
2. The IHS will release contributions to the Tribe as provided for in Paragraph [ICRS.3] of this Agreement, upon: [PFS.2]
  - a. Execution of this Agreement by all parties; [PFS.2a]
  - b. Receipt of written request from the Tribe for the required funds; [PFS.2b]
  - c. Certification from the IHS Project Engineer that the amount of funds requested is required to make timely payments in accordance with the project budget for the supplies, materials, equipment, and services being obtained under the provisions of this Agreement; and [PFS.2c]
  - d. Approval by the Director, Division of Sanitation Facilities Construction, Great Plains Area Indian Health Service. [PFS.2d]



3. Project Funding (not to exceed): [PFS.3]

**IHS FY2020 Regular Contribution:**

Total Amount transferred to the Tribe	\$ 292,500.00
Total amount retained by IHS for PTS Expenses	<u>\$ 32,500.00</u>
<b>Total Project Funding</b>	<b>\$ 325,000.00</b>

**REPRESENTATIVES**

1. The Tribe will provide one or more representatives to coordinate the conduct of tribal participation under this Agreement, including: active promotion of attendance of Indian beneficiaries at meetings; obtaining consent of each participating Indian family on forms furnished by the IHS; obtaining cooperation of tribal members in the fulfillment of labor responsibilities assumed by the Tribe under this Agreement; and attendance at the final inspection. [R.1]
2. The IHS Project Engineer shall coordinate the IHS participation in the project. [R.2]
3. The Tribe will arrange for the IHS Project Engineer or Construction Representative to be present during the construction and installation of the sanitation facilities to ensure that the facilities are constructed in accordance with the IHS plans and specifications. [R.3]

**TRANSFER OF TRIBALLY OWNED FACILITIES**

1. All parties understand that the facilities constructed (including equipment, land, and supplies purchased) under this Agreement with IHS contributed funds are at no time the property of the IHS, but rather belong to the Tribe, which shall operate and maintain such facilities properly, until or unless transferred to other parties. [TTF.1]
2. Because the IHS will not at any time own the facilities constructed, no formal transfer agreement will be necessary. The IHS may develop a Transfer Agreement or, in lieu of a Transfer Agreement, the IHS will notify the Tribe by registered mail when the IHS participation in the project is complete. [TTF.2]
3. The Tribe shall transfer on-site water and waste facilities to individual homeowners. Upon completion of the construction, the homeowners will become responsible for operation and maintenance of the facilities. Facilities constructed under this Agreement at all times belong to the Tribe until transferred to individual homeowners or other parties. [TTF.3]

**OPERATION AND MAINTENANCE FEES AND ORDINANCES**

1. The Tribe will establish connection fees and user rates and collect such charges from individuals served by the system to obtain the revenue necessary to sustain the operation, maintenance, and repair of the community water supply and sewage systems. As an alternative, the Tribe may provide this revenue from another source. [OM.1]



2. The Tribe agrees to enact and enforce appropriate ordinances or regulations governing: [OM.2]
  - a. Connections to the community water supply and sewage systems; [OM.2a]
  - b. The methods and materials to be used in making connections to the community water supply and sewage systems in a safe and sanitary manner; and [OM.2b]
  - c. The continued operation, maintenance, and repair of individual water supply and waste disposal facilities in a safe and sanitary condition by the persons served thereby. [OM.2c]

### PROJECT SCHEDULE

1. In the interest of coordination, understanding and economy, before construction of the project begins, the IHS Project Engineer, in consultation with the Tribe, shall prepare a work plan and priority for the scheduling and conduct of the project. The work plan will specify the facilities to be installed and a time schedule (and budget) for completing the work. The work plan may be modified or amended by the Project Engineer when necessary to carry out the project. [PSCH.1]
2. It is important that the installation of the water supply and waste disposal facilities provided for herein be completed as soon as is practicable in accordance with the schedule of the IHS Project Engineer. [PSCH.2]
3. In the event that actual construction of this project cannot be initiated for any reason by September 30, 2021, the IHS reserves the right to cancel the project and use the designated project funds for other projects which lack impediments to prompt construction. If the condition which impeded construction is resolved following such cancellation, the IHS will give high priority to funding the project from appropriated sanitation facilities funds available at the time or from future appropriations for sanitation facilities. [PSCH.3]

### PROJECT CLOSEOUT

1. The IHS will close out the project when it determines that all applicable administrative actions and all required project work have been completed. The Tribe shall return unexpended funds within 90 days after the completion of the project construction phase and shall submit a closeout financial report after completion of the project. Upon completion of this financial report, the IHS will complete a project final report. [PC.1]
2. Except as otherwise provided, project records shall be retained for three (3) years from the project completion date. These records include all financial records, supporting documents, procurement documents, titles, and equipment records; including, but not limited to, time sheets, canceled checks, invoices, and purchase orders. These records shall be made available to the IHS, Inspectors General, or other designated representatives upon request. The Tribe shall be subject to audit in accordance with the requirements of the Single Audit Act. [PC.2]
3. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three year period, whichever is later. [PC.3]



## **WARRANTIES**

1. The Tribe to the extent economically feasible, will obtain a one year warranty for the Tribe and head of household from the Tribal contractors, suppliers, and manufacturers on equipment, work, and supplies provided by them. The IHS shall assist the Tribe or head of household in obtaining the benefits and protection of all warranties on equipment or work provided under this Agreement. In the event of a problem occurring within the first year of installation with the design or construction, the IHS will correct the problem, subject to the availability of funds and staff resources as determined by the IHS. [W.1]

## **MOA DISPUTES**

1. The parties to this Agreement agree to resolve all disputes regarding the provisions of this Agreement among the parties through administrative procedures first. If a dispute cannot be resolved locally, the parties to this Agreement agree that the next administrative procedure is an appeals board established at the IHS headquarters level, which will make a recommendation to the IHS Director, who will exercise final authority for the IHS in the administrative review of all disputes. [MD.1]

## **MOA TERMINATION**

1. Any party to this Agreement may terminate its relationship with the other Agreement parties prior to project completion upon 30 days' notice in writing to all other parties. [MT.1]

## **PROJECT FINAL REPORT**

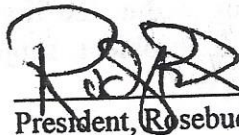
1. A Final Report shall be prepared by IHS within 12 months of the date that the project is transferred. This report will serve two purposes: (1) As supplement to the official file of all important documents pertinent to the technical and legal execution of the project; and (2) Provide a descriptive summary of the work undertaken and completed. [PFR.1]



IN WITNESS WHEREOF, the parties have subscribed their names:

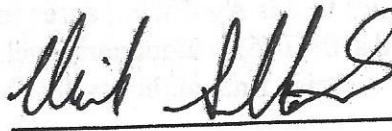
**FOR THE ROSEBUD SIOUX TRIBE:**

5/14/20  
Date

  
\_\_\_\_\_  
President, Rosebud Sioux Tribe, having been duly authorized  
to enter into this Agreement on behalf of the Tribe

**FOR THE INDIAN HEALTH SERVICE:**

6/3/2020  
Date

  
\_\_\_\_\_  
Area Director  
Great Plains Area Indian Health Service  
Department of Health and Human Services

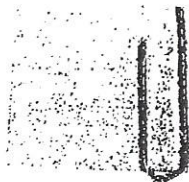
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ROSEBUD AGENCY





**ROSEBUD SIOUX TRIBE  
RESOLUTION NO. 2006-40**

**WHEREAS,** the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all pertinent 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,** Public Law 86-121, the Indian Sanitation Facilities Act of 1959, provides the Indian Health Service with the authority to provide for water, sewer, solid waste disposal, and other aspects of the sanitation environment for the Rosebud Sioux Tribe including Scattered sites, lagoons, etc.; and

**WHEREAS,** it is often essential to expedite various transactions regarding Public Law 86-121 in a timely fashion; and

**WHEREAS,** the Rosebud Sioux Tribe has accomplished these transactions through the adoption of Resolution No. 62-40 on August 1, 1962; and

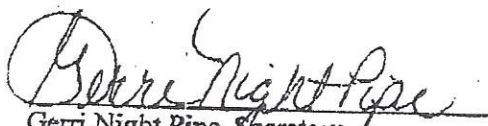
**WHEREAS,** Indian Health Service has requested the Rosebud Sioux Tribe to reaffirm Resolution No. 62-40, such request shall include special provisions that all applicable Federal and Tribal laws shall apply particularly I.H.S. projects; and

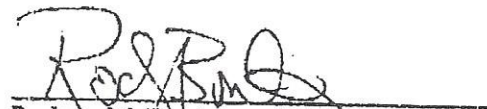
**THEREFORE BE IT RESOLVED,** that the Rosebud Sioux Tribe hereby reaffirms Resolution No. 62-40, and authorized the President and Secretary of the Rosebud Sioux Tribe to sign and execute agreements and documents on behalf of the Rosebud Sioux Tribe on any and all matters pertaining to Public Law 86-121 with the United States Indian Health Service, particularly scattered sites, lagoons, etc.

**CERTIFICATION**

This is to certify that the above Resolution Number 2006-40 was duly passed by the Rosebud Sioux Tribal Council in session on February 13, 2006, by a vote of twelve (12) in favor, none (0) opposed and none (0) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

**ATTEST:**

  
Gerri Night Pipe, Secretary  
Rosebud Sioux Tribe

  
Rodney M. Bordeaux, President  
Rosebud Sioux Tribe



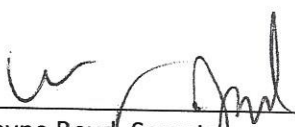
**ROSEBUD SIOUX TRIBE**  
**Resolution No. 2020-216**


- 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 the 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**, RST Sewer Revenue Department is responsible for operating and maintaining sewer collection and treatment systems, and administering funds for Indian Health Service (IHS) contracts for sanitary services throughout the Rosebud Reservation area; and
- WHEREAS**, IHS and RST have a Memorandum of Agreement (MOA) through Public Law 86-121 for Project GP-20-G36 to secure initial funding in the amount of \$292,500.00 to construct satisfactory water supply and adequate waste disposal facilities for homes on the Rosebud Indian Reservation. The contract may be modified over time to increase the contract amount; and
- WHEREAS**, the Rosebud Sioux Tribe will designate the Sewer Revenue Department to construct water and wastewater facilities proposed and approved for Project GP-20-G36 according to "Provisions For Tribal Force Account" described in the MOA; and
- WHEREAS**, the RST Sewer Revenue Department will assume equipment inventory, personnel, existing materials, and administrative authority from the RST Construction department all formerly under the RST Water Resources program; and
- WHEREAS**, all construction progress payments will be made to RST Sewer Revenue Department following review and approval from IHS; and
- NOW THEREFORE BE IT RESOLVED**, that the Tribal Council approved the committee's recommendation and direct the Tribal President and Director of Sewer Revenue Department for implementation.

**C E R T I F I C A T I O N**

This is to certify that the above Resolution No. 2020-216 was duly passed by the Rosebud Sioux Tribal Council in session on September 10, 2020, by a vote of fifteen (15) in favor, zero (0) opposed and two (2) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

**ATTEST:**

  
\_\_\_\_\_  
Wayne Boyd, 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

DEC 31 2020

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:

The following resolutions received in this office on 11/13/2020, have been reviewed and routed to the appropriate branches: 2020-124 (Amended: 09/22/2020), 167, 210, 211, 212, 214, 215, 216, 217, 218, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 232, 233, 234, 235, 235 (Amended: 10/27/2020), 238 (Amended: 11/02/2020), 239 (Amended: 11/02/2020), 240 (Amended: 11/02/2020), 241, 242, 243, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 281, 282 and 283.

Sincerely,

Francine Fast Horse  
Superintendent

Acting

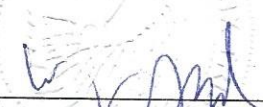
**ROSEBUD SIOUX TRIBE**  
**Resolution No. 2020-216**


- 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 the 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**, RST Sewer Revenue Department is responsible for operating and maintaining sewer collection and treatment systems, and administering funds for Indian Health Service (IHS) contracts for sanitary services throughout the Rosebud Reservation area; and
- WHEREAS**, IHS and RST have a Memorandum of Agreement (MOA) through Public Law 86-121 for Project GP-20-G36 to secure initial funding in the amount of \$292,500.00 to construct satisfactory water supply and adequate waste disposal facilities for homes on the Rosebud Indian Reservation. The contract may be modified over time to increase the contract amount; and
- WHEREAS**, the Rosebud Sioux Tribe will designate the Sewer Revenue Department to construct water and wastewater facilities proposed and approved for Project GP-20-G36 according to "Provisions For Tribal Force Account" described in the MOA; and
- WHEREAS**, the RST Sewer Revenue Department will assume equipment inventory, personnel, existing materials, and administrative authority from the RST Construction department all formerly under the RST Water Resources program; and
- WHEREAS**, all construction progress payments will be made to RST Sewer Revenue Department following review and approval from IHS; and
- NOW THEREFORE BE IT RESOLVED**, that the Tribal Council approved the committee's recommendation and direct the Tribal President and Director of Sewer Revenue Department for implementation.

**C E R T I F I C A T I O N**

This is to certify that the above Resolution No. 2020-216 was duly passed by the Rosebud Sioux Tribal Council in session on September 10, 2020, by a vote of fifteen (15) in favor, zero (0) opposed and two (2) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

**ATTEST:**

  
\_\_\_\_\_  
Wayne Boyd, Secretary  
Rosebud Sioux Tribe

  
\_\_\_\_\_  
Rodney M. Bordeaux, President  
Rosebud Sioux Tribe



**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE INDIAN HEALTH SERVICE  
AND  
THE ROSEBUD SIOUX TRIBE  
ROSEBUD INDIAN RESERVATION  
SOUTH DAKOTA**

**PUBLIC LAW 86-121  
PROJECT GP-20-G36**

This Agreement is made between the Indian Health Service (IHS), acting through the Director, Great Plains Area IHS, Department of Health and Human Services, under and pursuant to the provisions of Public Law 86-121 (73 Stat. 267), and the Rosebud Sioux Tribe, Rosebud Indian Reservation, South Dakota, hereinafter called the Tribe acting through the President of the Rosebud Sioux Tribe.

**WHEREAS**, the Tribe is desirous of obtaining satisfactory water supply and adequate waste disposal facilities for homes on the Rosebud Indian Reservation, South Dakota, and

**WHEREAS**, the Tribe, acting through the Tribal President submitted a project request to the IHS, dated March 3, 2020 requesting assistance under Public Law 86-121 in the construction of water supply and wastewater disposal facilities to serve 15 new and like-new homes on the Rosebud Indian Reservation, South Dakota, and

**WHEREAS**, the IHS is desirous of assisting in the construction of water supply and wastewater disposal for the Indians on the Rosebud Indian Reservation, South Dakota as a means of improving the health of the residents, and

**WHEREAS**, the Tribe has reviewed and concurs with the provisions of the attached Project Summary.

**NOW THEREFORE**, in order to carry out the project as set forth in the attached Project Summary entitled "*Project Summary for the Construction of Sanitation Facilities to Serve New and Like-New Housing on the Rosebud Indian Reservation, South Dakota*", dated March 2020, the parties mutually agree:

**TRIBAL LANDS**

1. The Tribe hereby grants permission for the IHS and its representatives to enter upon or across tribal lands for the purpose of carrying out the project outlined in the attached Project Summary and as provided for in this Agreement and further agrees to waive all claims which may arise by reason of such entry upon tribal lands, except those that may be recognized under the Federal Tort Claims Act. [TL.1]
2. The Tribe will obtain all rights-of-way on or over tribal lands as in the judgment of the IHS and Tribe may be necessary to provide and operate any facilities provided for hereunder and waives any claims for compensation and damages therefore. [TL.2]
3. The Tribe will provide, without charge to the IHS, all tribal land necessary and required for the construction of the facilities as provided for in the Project Summary. All interests in such land, easements, and rights-of-way shall remain with the Tribe except as otherwise provided for in this Agreement. [TL.3]



## **HISTORIC PRESERVATION, CULTURAL PROPERTIES, DISCOVERY**

1. The Tribe will provide, without charge, assistance in complying with the Regulations (36 CFR 800) and implementing Section 106 of the National Historic Preservation Act (16 USC 470f) by informing IHS of any traditional cultural properties which might be affected by construction of the project. The Tribe shall take appropriate steps to identify traditional cultural properties which could be affected by the project, including contacting traditional cultural leaders or other tribal members who may have knowledge about such locations, sites, or objects. [HPCPD.1]
2. The IHS shall consult with the Tribe regarding excavations that may result in inadvertent discovery of human remains in accordance with the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001) and implementing Regulations, 43 CFR Part 10. This Agreement shall serve as official notice to the Tribe that the proposed sanitation facilities construction may result in inadvertent discoveries, and that any such discoveries shall be subject to the above Regulations, including consultation between the IHS and the tribally designated cultural resources representative and disposition of human remains or related cultural items. If the Tribe is administering construction of the sanitation facilities, through a Tribal contract or force account, it shall assume full responsibility for compliance with 43 CFR Part 10. [Note: The IHS remains responsible for complying with the Regulations implementing Section 106 of the National Historic Preservation Act regarding post-review discoveries at 36 CFR 800.13]. [HPCPD.2]
3. In the event any historical, archaeological, architectural, or other cultural artifacts, vestiges, or remains are found prior to, during, or after any earth disturbance or construction activity in the proposed project area, the Project Engineer shall notify the Tribe and the Tribal/State Historic Preservation Officer, and the site and materials will be protected from further disturbance until a professional examination of them can be made, or until some other form of clearance to proceed is given by the Tribal/State Historic Preservation Officer. [HPCPD.3]

## **HOMES SERVED**

1. The Tribe shall provide a prioritized list of Indian homes to be served under this project. The Tribe may make changes or deletions of homes at any time prior to actual construction providing that the appropriate tribal official makes such changes in writing. All homes must be found to meet eligibility and feasibility criteria established by the IHS. The actual homes to be served under this project will be determined, by the IHS criteria, from the applications submitted by the Tribe. [HS.1]
2. The Tribe shall assure, at no cost to the IHS: water and sewer lines to be extended to a point five feet outside homes approved for service; power and adequate electrical facilities, including proper electrical service entrance, to be available at each home; and homes to be properly winterized, including skirting for mobile homes, to protect facilities from freezing. [HS.2]
3. The IHS shall make final determinations and notify the Tribe on whether individual participants and home sites qualify for sanitation facilities, taking into account the recommendations by the Tribe. [HS.3]
4. If additional participants are to be served, a letter amendment to this agreement is required by IHS and the Tribe prior to any additional construction. This amendment will describe the numbers and types of additional services to be provided, and the maximum additional contribution, if any, to be made by IHS. [HS.4]



5. The IHS reserves the right to delete from the project any home for which eligibility requirements have not been met by September 30, 2021 and to withdraw from the project any or all funds intended to serve those homes. [HS.5]

### **IHS CONTRIBUTIONS**

1. That the IHS will provide without charge to the Tribe: [IC.1]
  - a. All materials, supplies, equipment, and labor for the installation of (individual or community) water supply and (individual or community) waste disposal facilities as provided for in the attached Project Summary, and not otherwise provided for in this agreement. [IC.1a]
  - b. The instructions as to the proper utilization, maintenance, operation, and protection of the facilities provided for herein. [IC.1b]

### **PROVISIONS FOR TRIBAL PROCUREMENT**

#### **Tribal Contributions Section**

1. The Tribe shall provide for construction, through its procurement system, all water supply and wastewater disposal facilities as described in the Project Summary; that the Tribe shall procure the facilities in accordance with this Agreement and in compliance with applicable Federal requirements. [TCS.1]
2. The Tribe shall submit to the IHS for review and approval before advertising all proposed solicitations estimated to cost \$25,000 or more; that the Tribe shall make such adjustments in the solicitation as determined necessary by IHS. [TCS.2]
3. That the Tribe shall develop and submit to IHS for approval a proposed construction contract showing proposed unit costs, based on bids received, for construction of sanitation facilities to be installed. The Tribe shall negotiate these unit costs if necessary to receive approval from IHS. These unit costs shall govern for the duration of the Tribal contract under which they are proposed. No work shall be performed prior to written approval by IHS of the corresponding unit costs. [TCS.3]
4. If additional or special units of work are needed for specific sites during execution of the project, the Tribe shall submit a list of proposed costs for negotiation on those items. Costs for the additional or special items shall then govern either for the duration of the Tribal contract, or for just those sites specified in the proposal, as agreed at the time. Major modifications to the construction contract (such as adding facilities not included in the Project Summary or requiring additional project funds) shall not be executed without written approval by the IHS Associate Director, Office of Environmental Health and Engineering, Great Plains Area. [TCS.4]

#### **IHS Contributions and Roles Section**

1. The IHS shall review and approve (or reject with justification and explanation) proposed solicitations before advertising by the Tribe. [ICRS.1]



2. The IHS shall review and approve proposed unit costs for all items of work under the project. Once approved by IHS, these unit costs shall govern all work for the duration of the Tribal contract under which they are proposed. Unit costs for additional or special units of work required at individual sites shall be negotiated before the IHS authorizes work for the site or group of sites affected. All unit costs are subject to approval by the Director, Sanitation Facilities Construction prior to the award of any contract or the start of any construction involving those items of work. [ICRS.2]

3. The IHS shall contribute to the Tribe an amount not to exceed \$292,500.00 for contract administration and construction of the proposed facilities. The IHS Area Director may increase this amount subject to the availability of funds, and will notify the other parties in writing of any changes. The exact amount to be contributed shall be the sum of the following items: [ICRS.3]

- a. Actual cost of construction contracts. [ICRS.3a]
- b. Contract administrative support fee to be paid to the Tribe. This fee is to cover a portion of the cost of administering construction contracts under the project. The contract administrative support fee shall be as follows: [ICRS.3b]

Contract Amount	Administrative Fee
\$0 to \$25,000	Four percent of the contract amount.
\$25,000 to \$200,000	\$1,000 plus three percent of the contract amount in excess of \$25,000.
Above \$200,000	\$6,250 plus two percent of the contract amount in excess of \$200,000.

c. Direct costs such as printing, advertising, accounting, and reasonable costs of contract legal review by an attorney may be paid if approved in advance by the Director, Division of Sanitation Facilities Construction, Great Plains Area IHS. [ICRS.3c]

d. The Tribe will submit to IHS for review and approval, the unit prices for computing the IHS contribution to the Tribe to assist them in the construction of the required sanitation facilities. A copy of all bids received by the Tribe for any portions that the Tribe intends to subcontract will also be provided. [ICRS.3d]

e. The contributions shall be made in installments in accordance with the payment request forms GFAO 107M and 108M submitted by the Tribe and approved by the IHS Project Engineer. [ICRS.3e]

f. Contributions will be made by electronic transfer of funds through the Treasury Financial Communications System directly to the Tribe's financial institution. The Tribe will be asked to submit bank account information before the first payment can be received through this process. [ICRS.3f]

4. The maximum expenditure for work under any Tribal contract shall not exceed the amount estimated in the Project Summary for that portion of facilities without an amendment to this Agreement. [ICRS.4]



5. At no time during the project will the Tribe represent the IHS nor will the IHS represent the Tribe in contract administration matters. [ICRS.5]
6. The IHS will, at the request of the Tribe, provide oversight and technical assistance on contractor submittals, progress payments, change order requests, and other project related information submitted by the tribal contractor and make recommendations to the Tribe. [ICRS.6]
7. The IHS and Tribe shall inspect all sanitation facilities constructed through Tribal procurement to ensure construction meets minimum IHS standards. The procurement documents shall also note that the IHS inspector does not have authority to modify the contract or issue direction to the contractor. Following construction inspection, the IHS will advise the Tribe on whether the construction meets the IHS interpretation of the contract requirements. [ICRS.7]

### **Procurement Standards**

1. The Tribe shall use a system of contract administration that ensures performance by its contractors in accordance with the terms and conditions of the contract and in compliance with OMB Circular A-102 as adopted by HHS at 45 CFR 92. (See Appendix F of this Guideline) The Tribe shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurement. These issues include, but are not limited to source evaluation, protests, disputes, and claims. [PS.1]
2. No employee, officer or agent of the Tribe shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent, (b) any member of his or her immediate family, (c) his or her partner, (d) or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for the award. [PS.2]
3. The tribal officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. [PS.3]

### **Competitive Procurement Practices**

1. All tribal procurement under this Agreement shall be competitive and based on firm fixed prices unless approved by the Director, Division of Sanitation Facilities Construction, for reasons of public exigency, critical schedule constraints that could not have been anticipated, or essential equipment compatibility for operation and maintenance. The following requirements apply: [CPP.1]
  - a. Materials, Construction, and Services (non A/E) Estimated at More than \$2,000 and Less than \$25,000: The Tribe shall solicit a written quote from a minimum of three (3) sources qualified to do the work and likely to submit a quote. The Tribe shall award a purchase order to the responsive, responsible source with the lowest quote. [CPP.1a]
  - b. Materials, Construction, and Services (non A/E) Estimated at \$25,000 or more: The Tribe shall advertise formally for a minimum of 15 calendar days for sealed bids to be opened publicly at a specified time, date, and place. The Tribe shall award a contract to the responsive, responsible source which has submitted the lowest bid price. [CPP.1b]



Indian Preference

1. That if the Tribe has enacted an Indian preference ordinance of general applicability and agrees to apply the terms of that ordinance, the Indian preference requirements of that ordinance may apply in lieu of IHS requirements as long as the effect is similar to that of IHS requirements. The Tribe may not give preference to Tribal members or Tribal companies only, nor limit preference geographically, including restriction to those within Reservation boundaries. [IP.1]

2. In the absence of a formally adopted Indian preference policy by the Tribe, preference shall be given in the award of construction and services contracts to those firms (or joint ventures) whose levels of ownership and control by enrolled Indians (or Alaska Natives) each equal at least 51% of the total on a continuing basis for the duration of the contract. Firms (or joint ventures) who satisfactorily document at the time of bid or quotation such ownership and control shall have a prescribed amount of their total bid price deducted from the bid price for comparison with other bids. The Tribe and IHS shall set the amount at a reasonable rate (normally between five percent and ten percent). Once this deduction is made for qualified Indian firms (or joint ventures), the Tribe will make the award to the responsible, responsive bidder with the lowest resulting bid. [IP.2]

Required Notice to Prospective Bidders

1. The Tribe shall notify the vendors and contract bidders of the following: [RNPB.1]

- a. Indian Preference Policy for contracting/subcontracting. [RNPB.1a]
- b. Minimum percentage of work to be performed by the prime contractor (33 1/3%, unless otherwise specified). [RNPB.1b]
- c. Responsibility of the Tribe for compliance with and enforcement of the contract (i.e., the contract is not a Federal contract). [RNPB.1c]
- d. Restrictions on liens (state lien laws do not apply on Federal trust land). [RNPB.1d]
- e. Remedy for disputes, as provided for under General Provisions. [RNPB.1e]
- f. The role of the IHS. [RNPB.1f]

Wage Rates

1. Davis-Bacon wage rates shall apply for all construction contracts exceeding \$2,000 in value executed by the Tribe and funded by Federal agencies. The Tribe is responsible for reviewing payroll information submitted by the contractor for compliance with Davis-Bacon requirements. Unless it requests IHS to obtain wage rates, the Tribe shall request applicable wage rates directly from U.S. Department of Labor. [WR.1]

Bond Requirements

1. For construction contracts on Federal trust land exceeding \$100,000, the Tribe shall require bid, payment, and performance bonds, as described below. For construction contracts on non-trust land in excess of \$5,000, payment and performance bonds shall be required. The IHS may accept the bonding policy and requirements of the Tribe, provided that IHS determines that its interest is adequately protected. In lieu of such a determination, the minimum requirements shall be as follows: [BR.1]



- a. A bid guarantee from each bidder equivalent to 5 percent of the bid price. [BR.1a]
- b. A payment bond on the part of the contractor for 100 percent of the contract price. [BR.1b]
- c. A performance bond on the part of the contractor for 100 percent of the contract price. [BR.1c]

### **Subcontractor Limits**

1. The prime contractor shall be required to perform with its employees and equipment at least 33.3 percent of the total amount of the work included in the contract. Copies of subcontract agreements may be required to verify the amount of work performed. [SL.1]

### **Administrative Provisions**

1. The Tribe's contract shall contain the following provisions: [AP.1]
  - a. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (except small purchases). [AP.1a]
  - b. Termination for cause and for convenience by the Tribe including the manner by which it will be effected and the basis for settlement. (Contracts exceeding \$10,000). [AP.1b]
  - c. Compliance with the "Equal Employment Opportunity" Executive Order 11246 as amended. (Contracts and subcontracts exceeding \$10,000.) [AP.1c]
  - d. Compliance with the Copeland "Anti-kickback" Act. [AP.1d]
  - e. Compliance with the Davis-Bacon Act. (Contracts exceeding \$2,000). [AP.1e]
  - f. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act. (Construction contracts in excess of \$2,000). [AP.1f]
  - g. IHS requirements for reporting, as called for in this Agreement. [AP.1g]
  - h. IHS Indian preference requirements. [AP.1h]
  - i. Access by the Federal government and the Tribe to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making an audit, examination, excerpts, and transactions. [AP.1i]
  - j. Retention of all required records for three years after the Tribe makes final payment and all other pending matters are closed. [AP.1j]
  - k. Compliance with all applicable environmental laws and EPA regulations including Executive Order 11738. (Contracts exceeding \$100,000). [AP.1k]

### **General Provisions**

1. In the absence of an equivalent set of General Provisions approved by the Area SFC Division Director for construction contracts, Paragraph 1-45 of the General Provisions in Schedule B, Appendix B of the IHS MOA Guideline shall be included in their entirety in the Tribe's solicitation and contract. For procurement less than \$25,000, the Area SFC Division Director may approve a condensed set of these General Provisions that protects the IHS and Tribe's interests. [GP.1]

### **Special Provisions**

1. Unless determined by the Area SFC Division Director to be inappropriate, the Tribe shall include in its solicitation and contract the Special Provisions shown as Schedule D, Appendix B of the IHS MOA Guideline. [SP.1]



### **Submittal Requirements**

1. Unless determined by the Area SFC Division Director to be inappropriate, the Tribe shall include in its solicitation the submittal requirements shown as Schedule F, Appendix B of the IHS MOA Guideline. [SR.1]

### **Final Inspection**

1. The Tribe shall conduct with the contractor, IHS and its representatives, and other interested parties, a final inspection of the facilities provided under the contract. Final acceptance and payment for the work by the Tribe shall not occur until the contractor has corrected all deficiencies identified at the final inspection and until the work is in full compliance with the plans, specifications, and other contract requirements. [FI.1]
2. Work will be inspected by IHS to ensure that the work performed complies with all the terms and conditions of the Tribal contract. Final IHS contribution for the work performed will not be released to the Tribe until such time as the IHS participates in a final inspection and determines that the work complies with all contract requirements. Upon the completion of all contract requirements, the IHS shall issue a "Contract Notice of Completion" letter to the Tribe. The Contract Notice of Completion letter shall include a brief summary of the sanitation facilities installed by the Tribal Contractor and a summary of all contract progress payments issued to the Tribe. [FI.2]

## **PROVISIONS FOR TRIBAL FORCE ACCOUNT**

### **General Provisions**

1. The Tribe agrees to construct the proposed sanitation facilities, with its own construction employees, in accordance with plans and specifications prepared or approved by IHS. [TFA.GP1]
2. The Tribe and IHS agree to work cooperatively to complete preconstruction planning activities including equipment, material and manpower needs, wage rates, qualifications necessary for the project superintendent, construction management, and the project schedule. The Tribe shall then complete a detailed construction cost estimate to demonstrate how the work will be performed within the project budget. [TFA.GP2]
3. The Tribe and IHS acknowledge that project funding is limited to the amount shown in the Project Summary. If the Tribe's cost exceed the estimate in the Project Summary, the scope of the project may need to be reduced. Cost overruns discovered near the end of the project, or after completion of the construction, may not get reimbursed due to a lack of funds. Any proposed change in the project scope or budget must be approved by IHS prior to implementation. [TFA.GP3]
4. The construction shall be performed by the Tribe in accordance with plans and specifications prepared or approved by IHS. IHS is responsible for construction inspection, approval of materials, quality control testing and final acceptance of all work. Final payment to the Tribe shall not be approved until after IHS has conducted the final inspection and approved the work. [TFA.GP4]



5. The Tribe agrees that, 1) all of their employees working on construction of the project shall be covered by applicable workmen's compensation insurance, 2) a general public liability and property damage insurance policy shall be in force throughout the construction period. [TFA.GP5]
6. The Tribe agrees to demonstrate to the satisfaction of IHS that, a) adequate financial controls are in place to identify the source and disbursement of all funds, b) they will utilize a cost accounting system that will compare actual costs with budgeted amounts, c) accounting records will be supported by source documents, d) their procurement system complies with IHS requirements. [TFA.GP6]
7. The Tribe may not receive a profit, in excess of allowable costs, as approved by IHS in accordance with the allowable cost provisions of OMB Circular A-87. [TFA.GP7]
8. The Tribe is responsible for jobsite safety and for compliance with all applicable State and Federal health and safety requirements. The IHS Project Engineer may stop work if a safety problem is unresolved by the Tribe. [TFA.GP8]
9. The Tribe is responsible for resolving all tort claims, contractual disputes, protests and claims resulting from their activities on this project. [TFA.GP9]

**Abbreviated Cost Control Provision:**

1. The Tribe and IHS shall agree on unit prices for the work to be performed. After appropriate deductions for cash advances, IHS shall contribute funds to the Tribe for the quantity of work performed at the agreed upon unit prices, plus the project administrative support costs, if applicable. [TFA.ACCP1]

**Comprehensive Cost Control Provisions:**

1. The Tribe will develop a projected cash flow and a construction budget to estimate costs for the work. IHS will contribute funds to the Tribe for their actual costs for the construction including the agreed upon administrative support fees. [TFA.CCCP1]
2. The Tribe and IHS shall agree upon a cost control system to track project costs and accomplishments prior to construction. The Tribe shall provide to IHS, on a monthly basis, a financial and progress report showing: 1) a current accounting of all income, obligations and disbursements for labor, equipment, materials, administrative support costs, and budgeted amounts, 2) construction progress and a revised progress schedule if necessary. [TFA.CCCP2]
3. If the Tribe experiences cost increases, above the amount estimated prior to construction, IHS will recommend corrective actions to reduce costs. Major cost overruns may require a revised scope of work, suspension of construction or other cost reduction initiatives. [TFA.CCCP3]

**TRIBAL FINANCIAL MANAGEMENT STANDARDS AND PROCEDURES**

1. The Tribe shall provide the following features in its financial management system: [TFM.1]



- a. The Tribe shall maintain original accounting records which accurately identify the source and application of all project funds it receives. The source documentation shall include canceled checks, paid bills, payrolls, time and attendance records, purchasing documents, and financial records. Accurate, current, and complete project records shall be reported in accordance with other provisions of this Agreement. [TFM.1a]
  - b. The Tribe shall maintain effective controls and accountability for all cash, real and personal property, and other assets acquired. [TFM.1b]
  - c. The Tribe shall compare actual Tribal expenditures with budgeted amounts for the project. [TFM.1c]
  - d. Applicable OMB cost principles (OMB Circular A-87) and the terms of this Agreement shall govern in determining the reasonableness, allowability, and allocability of all costs under the project. [TFM.1d]
2. The Tribe shall maintain a separate financial account for the project. [TFM.2]
  3. The Tribe shall submit a projected cash flow schedule. The Tribe and IHS shall minimize the time elapsed between fund transfer and disbursement. [TFM.3]
  4. Interest in excess of \$100 per year earned on cash advances (Federal funds) must be returned to the IHS project account. [TFM.4]
  5. Funds for construction projects under an Agreement shall not be borrowed or intentionally invested. Funds from one IHS funded construction project shall not be used for cash flow or other unauthorized purposes or for another IHS funded construction project. [TFM.5]
  6. Any proposed changes by the Tribe in the project scope and/or budgeted costs must be reviewed and approved by the IHS as provided for in the Agreement. [TFM.6]

## PROJECT FUNDING SYNOPSIS

1. The IHS shall utilize project funds in the amount of **\$32,500.00** [**\$325,000.00 - \$292,500.00**] for IHS Project Technical Support (PTS) expenses. PTS expenses shall include IHS expenditures for technical and clerical salaries, Government Service Administration (GSA) vehicles and miscellaneous project related expenses, including engineering data collection, equipment, and services. [PFS.1]
2. The IHS will release contributions to the Tribe as provided for in Paragraph [ICRS.3] of this Agreement, upon: [PFS.2]
  - a. Execution of this Agreement by all parties; [PFS.2a]
  - b. Receipt of written request from the Tribe for the required funds; [PFS.2b]
  - c. Certification from the IHS Project Engineer that the amount of funds requested is required to make timely payments in accordance with the project budget for the supplies, materials, equipment, and services being obtained under the provisions of this Agreement; and [PFS.2c]
  - d. Approval by the Director, Division of Sanitation Facilities Construction, Great Plains Area Indian Health Service. [PFS.2d]



3. Project Funding (not to exceed): [PFS.3]

**IHS FY2020 Regular Contribution:**

Total Amount transferred to the Tribe	\$ 292,500.00
Total amount retained by IHS for PTS Expenses	\$ 32,500.00
<b>Total Project Funding</b>	<b>\$ 325,000.00</b>

**REPRESENTATIVES**

1. The Tribe will provide one or more representatives to coordinate the conduct of tribal participation under this Agreement, including: active promotion of attendance of Indian beneficiaries at meetings; obtaining consent of each participating Indian family on forms furnished by the IHS; obtaining cooperation of tribal members in the fulfillment of labor responsibilities assumed by the Tribe under this Agreement; and attendance at the final inspection. [R.1]
2. The IHS Project Engineer shall coordinate the IHS participation in the project. [R.2]
3. The Tribe will arrange for the IHS Project Engineer or Construction Representative to be present during the construction and installation of the sanitation facilities to ensure that the facilities are constructed in accordance with the IHS plans and specifications. [R.3]

**TRANSFER OF TRIBALLY OWNED FACILITIES**

1. All parties understand that the facilities constructed (including equipment, land, and supplies purchased) under this Agreement with IHS contributed funds are at no time the property of the IHS, but rather belong to the Tribe, which shall operate and maintain such facilities properly, until or unless transferred to other parties. [TTF.1]
2. Because the IHS will not at any time own the facilities constructed, no formal transfer agreement will be necessary. The IHS may develop a Transfer Agreement or, in lieu of a Transfer Agreement, the IHS will notify the Tribe by registered mail when the IHS participation in the project is complete. [TTF.2]
3. The Tribe shall transfer on-site water and waste facilities to individual homeowners. Upon completion of the construction, the homeowners will become responsible for operation and maintenance of the facilities. Facilities constructed under this Agreement at all times belong to the Tribe until transferred to individual homeowners or other parties. [TTF.3]

**OPERATION AND MAINTENANCE FEES AND ORDINANCES**

1. The Tribe will establish connection fees and user rates and collect such charges from individuals served by the system to obtain the revenue necessary to sustain the operation, maintenance, and repair of the community water supply and sewage systems. As an alternative, the Tribe may provide this revenue from another source. [OM.1]



2. The Tribe agrees to enact and enforce appropriate ordinances or regulations governing: [OM.2]
  - a. Connections to the community water supply and sewage systems; [OM.2a]
  - b. The methods and materials to be used in making connections to the community water supply and sewage systems in a safe and sanitary manner; and [OM.2b]
  - c. The continued operation, maintenance, and repair of individual water supply and waste disposal facilities in a safe and sanitary condition by the persons served thereby. [OM.2c]

## PROJECT SCHEDULE

1. In the interest of coordination, understanding and economy, before construction of the project begins, the IHS Project Engineer, in consultation with the Tribe, shall prepare a work plan and priority for the scheduling and conduct of the project. The work plan will specify the facilities to be installed and a time schedule (and budget) for completing the work. The work plan may be modified or amended by the Project Engineer when necessary to carry out the project. [PSCH.1]
2. It is important that the installation of the water supply and waste disposal facilities provided for herein be completed as soon as is practicable in accordance with the schedule of the IHS Project Engineer. [PSCH.2]
3. In the event that actual construction of this project cannot be initiated for any reason by September 30, 2021, the IHS reserves the right to cancel the project and use the designated project funds for other projects which lack impediments to prompt construction. If the condition which impeded construction is resolved following such cancellation, the IHS will give high priority to funding the project from appropriated sanitation facilities funds available at the time or from future appropriations for sanitation facilities. [PSCH.3]

## PROJECT CLOSEOUT

1. The IHS will close out the project when it determines that all applicable administrative actions and all required project work have been completed. The Tribe shall return unexpended funds within 90 days after the completion of the project construction phase and shall submit a closeout financial report after completion of the project. Upon completion of this financial report, the IHS will complete a project final report. [PC.1]
2. Except as otherwise provided, project records shall be retained for three (3) years from the project completion date. These records include all financial records, supporting documents, procurement documents, titles, and equipment records; including, but not limited to, time sheets, canceled checks, invoices, and purchase orders. These records shall be made available to the IHS, Inspectors General, or other designated representatives upon request. The Tribe shall be subject to audit in accordance with the requirements of the Single Audit Act. [PC.2]
3. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three year period, whichever is later. [PC.3]



## **WARRANTIES**

1. The Tribe to the extent economically feasible, will obtain a one year warranty for the Tribe and head of household from the Tribal contractors, suppliers, and manufacturers on equipment, work, and supplies provided by them. The IHS shall assist the Tribe or head of household in obtaining the benefits and protection of all warranties on equipment or work provided under this Agreement. In the event of a problem occurring within the first year of installation with the design or construction, the IHS will correct the problem, subject to the availability of funds and staff resources as determined by the IHS. [W.1]

## **MOA DISPUTES**

1. The parties to this Agreement agree to resolve all disputes regarding the provisions of this Agreement among the parties through administrative procedures first. If a dispute cannot be resolved locally, the parties to this Agreement agree that the next administrative procedure is an appeals board established at the IHS headquarters level, which will make a recommendation to the IHS Director, who will exercise final authority for the IHS in the administrative review of all disputes. [MD.1]

## **MOA TERMINATION**

1. Any party to this Agreement may terminate its relationship with the other Agreement parties prior to project completion upon 30 days' notice in writing to all other parties. [MT.1]

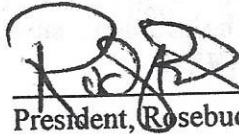
## **PROJECT FINAL REPORT**

1. A Final Report shall be prepared by IHS within 12 months of the date that the project is transferred. This report will serve two purposes: (1) As supplement to the official file of all important documents pertinent to the technical and legal execution of the project; and (2) Provide a descriptive summary of the work undertaken and completed. [PFR.1]

IN WITNESS WHEREOF, the parties have subscribed their names:

**FOR THE ROSEBUD SIOUX TRIBE:**

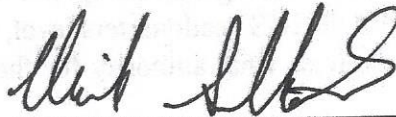
5/14/20  
Date



\_\_\_\_\_  
President, Rosebud Sioux Tribe, having been duly authorized  
to enter into this Agreement on behalf of the Tribe

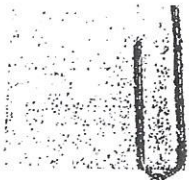
**FOR THE INDIAN HEALTH SERVICE:**

6/3/2020  
Date



\_\_\_\_\_  
For Area Director  
Great Plains Area Indian Health Service  
Department of Health and Human Services





**ROSEBUD SIOUX TRIBE  
RESOLUTION NO. 2006-40**

**WHEREAS,** the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all pertinent 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,** Public Law 86-121, the Indian Sanitation Facilities Act of 1959, provides the Indian Health Service with the authority to provide for water, sewer, solid waste disposal, and other aspects of the sanitation environment for the Rosebud Sioux Tribe including Scattered sites, lagoons, etc.; and

**WHEREAS,** it is often essential to expedite various transactions regarding Public Law 86-121 in a timely fashion; and

**WHEREAS,** the Rosebud Sioux Tribe has accomplished these transactions through the adoption of Resolution No. 62-40 on August 1, 1962; and

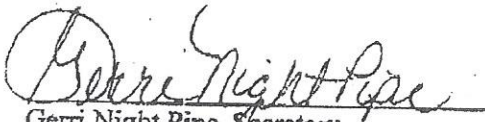
**WHEREAS,** Indian Health Service has requested the Rosebud Sioux Tribe to reaffirm Resolution No. 62-40, such request shall include special provisions that all applicable Federal and Tribal laws shall apply particularly I.H.S. projects; and

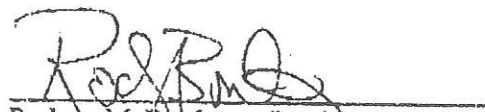
**THEREFORE BE IT RESOLVED,** that the Rosebud Sioux Tribe hereby reaffirms Resolution No. 62-40, and authorized the President and Secretary of the Rosebud Sioux Tribe to sign and execute agreements and documents on behalf of the Rosebud Sioux Tribe on any and all matters pertaining to Public Law 86-121 with the United States Indian Health Service, particularly scattered sites, lagoons, etc.

**CERTIFICATION**

This is to certify that the above Resolution Number 2006-40 was duly passed by the Rosebud Sioux Tribal Council in session on February 13, 2006, by a vote of twelve (12) in favor, none (0) opposed and none (0) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

**ATTEST:**

  
Gerri Night Pipe, Secretary  
Rosebud Sioux Tribe

  
Rodney M. Bordeaux, President  
Rosebud Sioux Tribe

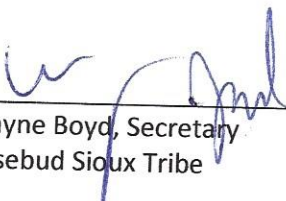
**ROSEBUD SIOUX TRIBE**  
**Resolution No. 2020-216**

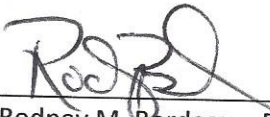
- WHEREAS**, the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and all pertinent amendments thereof; and
- WHEREAS**, the Rosebud Sioux Tribe is governed by the Tribal Council made up of elected representatives who act in accordance with the powers granted to it by its Constitution and By-Laws; and
- WHEREAS**, RST Sewer Revenue Department is responsible for operating and maintaining sewer collection and treatment systems, and administering funds for Indian Health Service (IHS) contracts for sanitary services throughout the Rosebud Reservation area; and
- WHEREAS**, IHS and RST have a Memorandum of Agreement (MOA) through Public Law 86-121 for Project GP-20-G36 to secure initial funding in the amount of \$292,500.00 to construct satisfactory water supply and adequate waste disposal facilities for homes on the Rosebud Indian Reservation. The contract may be modified over time to increase the contract amount; and
- WHEREAS**, the Rosebud Sioux Tribe will designate the Sewer Revenue Department to construct water and wastewater facilities proposed and approved for Project GP-20-G36 according to "Provisions For Tribal Force Account" described in the MOA; and
- WHEREAS**, the RST Sewer Revenue Department will assume equipment inventory, personnel, existing materials, and administrative authority from the RST Construction department all formerly under the RST Water Resources program; and
- WHEREAS**, all construction progress payments will be made to RST Sewer Revenue Department following review and approval from IHS; and
- NOW THEREFORE BE IT RESOLVED**, that the Tribal Council approved the committee's recommendation and direct the Tribal President and Director of Sewer Revenue Department for implementation.

**C E R T I F I C A T I O N**

This is to certify that the above Resolution No. 2020-216 was duly passed by the Rosebud Sioux Tribal Council in session on September 10, 2020, by a vote of fifteen (15) in favor, zero (0) opposed and two (2) not voting. The said resolution was adopted pursuant to authority vested in the Council. A quorum was present.

**ATTEST:**

  
\_\_\_\_\_  
Wayne Boyd, Secretary  
Rosebud Sioux Tribe

  
\_\_\_\_\_  
Rodney M. Bordeaux, President  
Rosebud Sioux Tribe