

ROSEBUD SIOU TRIBE
Resolution No. 2020-37

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

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

WHEREAS, the Rosebud Sioux Tribal Council is authorized to purchase and to otherwise acquire lands and other property for or on behalf of the Tribe and manage, permit, assign, lease, sell, exchange, encumber, or otherwise deal with tribal lands and property as authorized by law in accordance with and pursuant to the Rosebud Sioux Tribe Constitution and By-Laws, Article IV, Sections 1 (c); and

WHEREAS, the RST Budget & Finance Committee meeting of January 10, 2020 has recommended approval of Business Lease Agreements between RST Adult Correctional Facility and Juvenile Detention Facility with RST Court Services on January 10, 2020: and

WHEREAS, the purpose of leasing space is to operate office administration and delivery of public services to the people of the Rosebud Sioux Tribe: and

THEREFORE, IT BE RESOLVED; that the Rosebud Sioux Tribal Council approves Building Lease Agreements in the amount of \$75,000 apiece for ACF and JDC from Direct Contract Support Costs for FY 2019, and every year thereafter. These payments to cover the use of office space, maintenance, building security, utilities, snow removal and other general actual and administrative costs at the Detention Facilities.

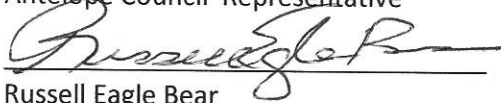


Delores Totes Wain

Antelope Council Representative

2-14-20

Date

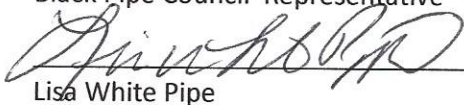


Russell Eagle Bear

Black Pipe Council Representative

2-14-20

Date



Lisa White Pipe

Bull Creek Council Representative

2/14/20

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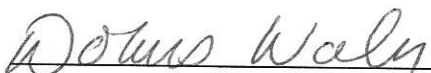
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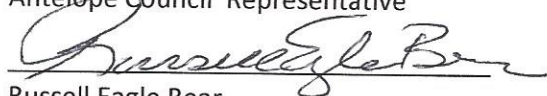
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ROSEBUD SIOU TRIBE
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C. Steve Brave
Butte Creek Council Representative

2-14-20
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Arlene R. Black Bear
Corn Creek Council Representative

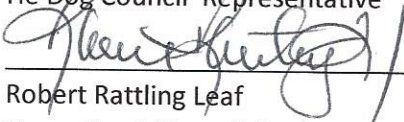
Date

Rita Means
Grass Mountain Council Representative

Date


Clifford Lafferty
He Dog Council Representative

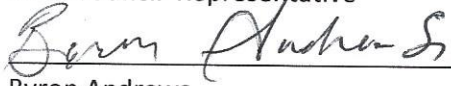
2-18-2020
Date


Robert Rattling Leaf
Horse Creek Council Representative

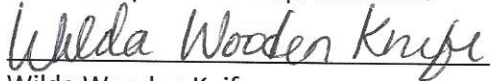
2-14-20
Date

Shizue LaPointe
Ideal Council Representative


Date


Byron Andrews
Milks Camp Council Representative

2-18-20
Date


Wilda Wooden Knife
Okreek Council Representative

2-14-20
Date


Eileen Shot
Parmelee Council Representative

2-14-20
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Martha Blue Thunder
Ring Thunder Council Representative

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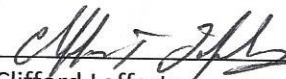
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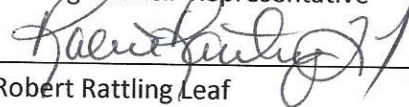
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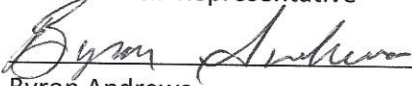
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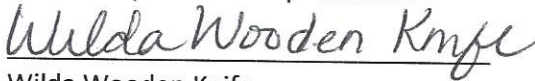
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Lenard Wright
Rosebud Council Representative

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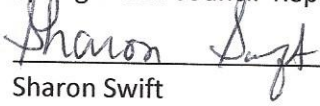
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Soldier Creek Council Representative

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Spring Creek Council Representative

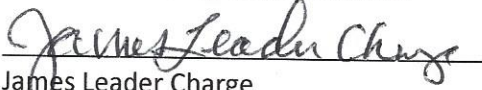
Date



Sharon Swift
St. Francis Council Representative

2-14-20

Date



James Leader Charge
Swift Bear Council Representative

02-17-2020

Date



Richard Whipple
Two Strike Council Representative

2-18-20

Date


vacant
Upper Cut Meat Council Representative

Date

CERTIFICATION

This is to certify that the above Resolution No. 2020-37 was duly circulated and signed by representatives of the Rosebud Sioux Tribal Council. Said petition was duly passed, as signed by a majority of the Rosebud Sioux Tribal Council.

ATTEST:



Wayne Boyd, Secretary
Rosebud Sioux Tribe



Rodney Bordeaux, President
Rosebud Sioux Tribe

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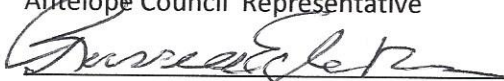
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Antelope Council Representative

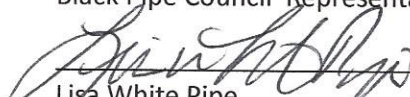
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Black Pipe Council Representative

2-14-20
Date



Lisa White Pipe

Bull Creek Council Representative

2/14/20
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Butte Creek Council Representative

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Corn Creek Council Representative

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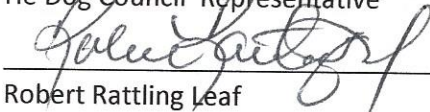
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Clifford Lafferty

He Dog Council Representative

2-18-2020
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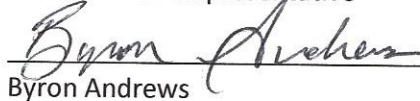
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Horse Creek Council Representative

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Shizue LaPointe
Ideal Council Representative

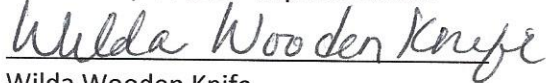
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Okreek Council Representative

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Rodney Bordeaux
Rodney Bordeaux, President
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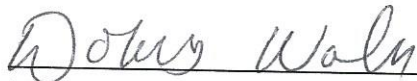
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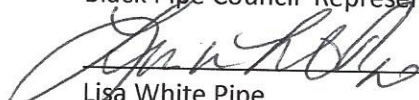
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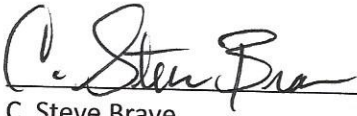
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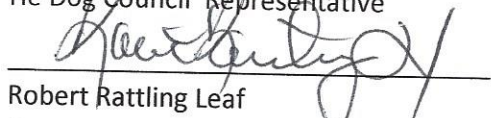
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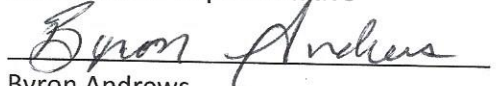
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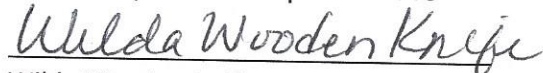
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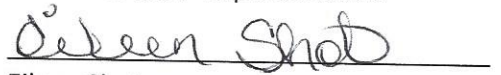
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Wayne Boyd, Secretary
Rosebud Sioux Tribe

Rodney Bordeaux
Rodney Bordeaux, President
Rosebud Sioux Tribe



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Rosebud Agency

Post Office Box 228

Mission, South Dakota 57555

IN REPLY REFER TO:
Office of the Superintendent
Self-Determination

JAN 21 2020

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

Dear President Bordeaux:

On December 2, 2019, a meeting was held in the BIA, Rosebud Agency conference room to discuss the possibility of charging space cost to the direct contract support costs budget, specifically space occupied by the tribal court in the juvenile detention center and adult corrections.

As previously stated, a Sec. 106(a)(1) budget is the amount of funds provided under the terms of self-determination contracts entered into pursuant to the Act and shall not be less than the appropriate Secretary would have otherwise provided for the operation of the programs or portions thereof for the period covered by the contract. Historically, the Sec. 106(a)(1) amount provided to awardees did not include direct contract support costs that awardees must incur to prudently manage their contracts, thus, negotiations between the awardees and Bureau of Indian Affairs representative must take place. The general direct contract support costs requirement is that these costs are not budgeted or duplicated under a Sec. 106(a)(1) budget or indirect cost agreement.

Based on the discussion at the December 2, 2019 meeting, the Bureau of Indian Affairs authorizes the Rosebud Sioux Tribe to charge space costs for tribal court, an eligible program, to the direct contract support costs budget effective Fiscal Year 2020 and subsequent fiscal years and authorizes the charge to be made in one lump sum to better budget the funds. The Bureau of Indian Affairs deems these costs as allowable.

If you have any questions, please direct them to Andrea Waln, Self-Determination Specialist at (605) 856-2375.

Sincerely,

Andrea Waln, Awarding Official
BIA-2019-L1-000072

cc: Freda Heinert, Acting Chief Financial Officer
Stephen DeNoyer III, Treasurer
Ken LaDeaux, Director, Sicangu Resource Development
Diana Spotted Tail, "638" Finance Monitor

RST CORRECTIONS SERVICES

P.O. Box 70
Rosebud SD 57570



605/856-8701
Fax # 605/856-5266

"We are working for a better future"

BUSINESS LEASE AGREEMENT

This Business Lease Agreement (hereafter "Agreement") sets forth the terms as a binding agreement between Rosebud Sioux Tribe Juvenile Detention Facility ("Lessor") and Rosebud Sioux Tribe Court ("Lessee"), executed on this 19th day of FEB, 2020.

The following terms are set forth:

1. PREMISES: In consideration of the rent reserved and of the covenants set forth the lessor hereby lets and leases to the lessee certain office space at the Rosebud Sioux Tribe Juvenile Detention Facility, 26628 US Hiway 18, (building) described as follows:

Consisting of approximately 6,870 square feet, beginning on the approval and occupancy of the leased premises, shown on the floor plan attached hereto as Exhibit 1, and designated at the Premises. The total agreed square footage of the Premises is rentable square feet to include Lessee's proportionate share of the common areas and core space of the Building, which is approximately 6870 square feet. The term "Building" shall mean the office building located at address 26628 US Hiway 18, along with parking areas, to be used only for the following purposes: To operate office administration and general delivery of public services to the people of the Rosebud Sioux Tribe.

2. TERM: The TERM OF THE Lease ("Term") shall commence on the 15th day of OCT, 2018, and shall terminate on the last day of the calendar month which completes full years of tenancy hereunder. (the "Termination Date").

-
-
3. **BASE RENT:** A total of \$60,000.00 will be billed for yearly office lease and \$15,000.00 for telephone system upgrades and monthly billing. Resolution No. 2019-80 approves lease rates for departments, to be paid by Direct Contract Support Costs, commencing FY 2019, and paid annually thereafter.
 4. **USE OF PREMISES:** Lessee covenants to use the premises only for office Administration and general delivery of services to the people of the Rosebud Sioux Tribe, And for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations Lessee, shall comply with all applicable zoning and other governmental regulations. Lessee, shall comply with all applicable zoning and other governmental orders, requirements or conditions imposed by the ordinances, laws and regulations of all governmental authorities, having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and to obtain all licenses, permits and the like required to permit Lessee to Occupy the Premises.
 5. **RESTRICTION ON UNLAWFUL ACTIVITY:** Lessee shall not permit the Premises, or any part thereof to be used for any disorderly, unlawful, or hazardous purpose, not as a source of annoyance or embarrassment to Lessor or other tenants, not for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of the Lessor.
 6. **LESSEE'S OBLIGATIONS:** Lessee shall maintain the non-structural portions of the interior of the Premises in good repair and condition, damages by causes reasonably beyond the Lessee's control and ordinary wear and tear excepted.
 7. **PRIOR WRITTEN CONSENT TO LEASE:** Lessee shall not assign, transfer, mortgage, or encumber this Lease or sublet the Premises without obtaining the prior written consent of Lessor, or shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Lessor, in any such

case, such consent may be withheld in the sole and absolute subjective direction of the Lessor.

8. WAIVER OF BREACH: No waiver or breach of any covenant, condition, or agreement herein contained shall operate as a waiver if the covenant, condition or agreement itself, or of any subsequent breach thereof.

9. LAW GOVERNING CONTRACT: This Lease shall be construed and governed by the laws of the Rosebud Sioux Tribe. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of the Rosebud Sioux Tribe, it or they shall be considered severable and the Lease and its' conditions shall remain in force and be binding upon the parties as though the said provision had never been included.

10. The Rosebud Sioux Tribe Budget & Finance Committee and/or the Rosebud Sioux Tribal Council adopts and approved the terms of this Lease Agreement on the 18TH Day of FEB, 2020.

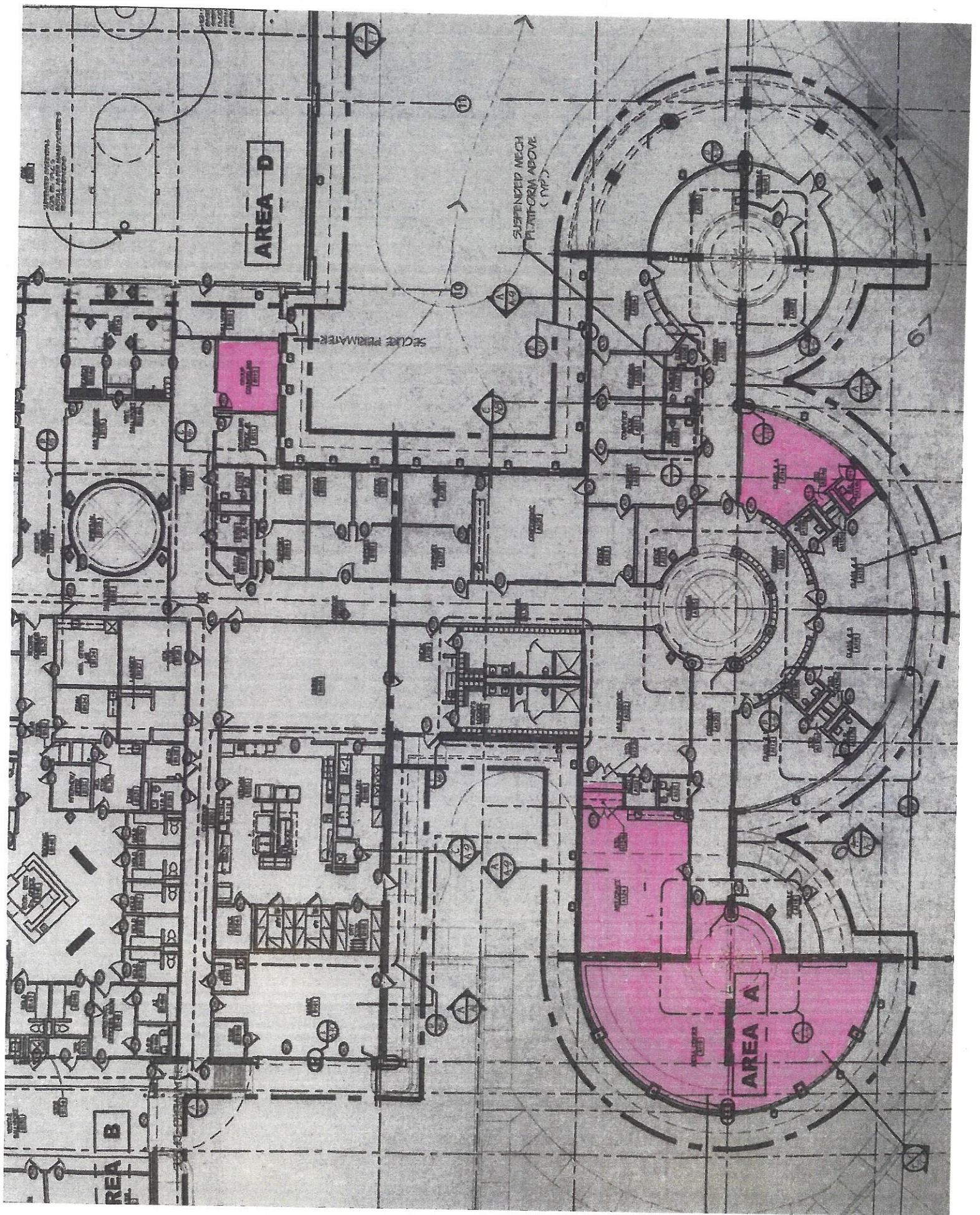
The above terms have been reviewed and are in mutual agreement between the parties on this date, the 18TH day of FEB, 2020.

LESSOR:

BY L. Pat Bodwan
Director, Juvenile Detention Facility

LESSEE:

BY [Signature]
Head Judge, RST Court



ROSEBUD SIOUX TRIBE ADULT CORRECTIONS

26630 US HIGHWAY 18
MISSION, SD 57555
605 856-8701



PO Box 10
ROSEBUD, SD 57570
605 856-8750(FAX)

“Together Everyone Achieves More”

BUSINESS LEASE AGREEMENT

This Business Lease Agreement (hereafter “Agreement”) sets forth the terms as a binding agreement between Rosebud Sioux Tribe Adult Corrections (“Lessor”) and Rosebud Sioux Tribe Court (“Lessee”), executed on this 19th day of Feb, 2020.

The following terms are set forth:

1. PREMISES: In consideration of the rent reserved and of the covenants set forth the Lessor hereby lets and leases to the Lessee certain office space at the Rosebud Sioux Tribe Adult Correctional Facility, 26630 US Highway 18, Mission SD 57555, (building) described as follows:

Consisting of approximately 953 square footage, beginning upon the approval and occupancy of the leased premises, shown on the floor plan attached hereto as Exhibit 1, and designated at the Premises. The total agreed square footage of the Premises is rentable square feet to include Lessee’s proportionate share of the common areas and core space of the Building, which is approximately 953 square feet. The term “Building” shall mean the office building located at address 26630 US Highway 18, along with parking areas, to be used only for the following purposes: To operate office administration and general delivery of public services to the people of the Rosebud Sioux Tribe.

2. TERM: The TERM OF THE Lease (“Term”) shall commence on the 1st day of October, 2018, and shall terminate on the last day of the calendar month which completes full years of tenancy hereunder. (the “Termination Date”).

3. **BASE RENT:** An annual basic rent (the "Base Rent") in the sum of \$75,000.00 per year; broken down as follows: \$60,000.00 for office space rental and \$15,000.00 for HVAC, telephone/internet, maintenance, building security, snow removal and other actual and administrative costs. \$75,000.00 total, to be billed to Direct Contract Support Costs to include fiscal year 2019, and every year thereafter.

4. **USE OF PREMISES:** Lessee covenants to use the premises only for office Administration and general delivery of services to the people of the Rosebud Sioux Tribe, and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations. Lessee, shall comply with all applicable zoning and other governmental regulations. Lessee, shall comply with all applicable zoning and other governmental orders, requirements or conditions imposed by the ordinances, laws and regulations of all governmental authorities, having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and to obtain all licenses, permits and the like required to permit Lessee to occupy the Premises.

5. **RESTRICTION ON UNLAWFUL ACTIVITY:** Lessee shall not permit the Premises, or any part thereof to be used for any disorderly, unlawful, or hazardous purpose, not as a source of annoyance or embarrassment to Lessor or other tenants, not for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of the Lessor.

6. **LESSEE'S OBLIGATIONS:** Lessee shall maintain the non-structural portions of the interior of the Premises in good repair and condition, damages by causes reasonably beyond the Lessee's control and ordinary wear and tear excepted.

7. **PRIOR WRITTEN CONSENT TO LEASE:** Lessee shall not assign, transfer, mortgage, or encumber this Lease or sublet the Premises without obtaining the prior written consent of Lessor, or shall any assignment or transfer of this Lease be effectuated

by operation of law or otherwise without the prior written consent of Lessor, in any such case, such consent may be withheld in the sole and absolute subjective direction of the Lessor.

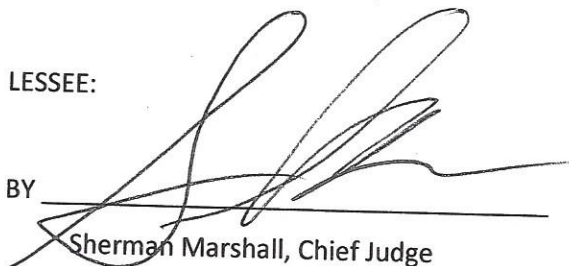
8. WAIVER OF BREACH: No waiver or breach of any covenant, condition, or agreement herein contained shall operate as a waiver if the covenant, condition or agreement itself, or of any subsequent breach thereof.
9. LAW GOVERNING CONTRACT: This Lease shall be construed and governed by the laws of the Rosebud Sioux Tribe. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of the Rosebud Sioux Tribe, it or they shall be considered severable and the Lease and its' conditions shall remain in force and be binding upon the parties as though the said provision had never been included.
10. The Rosebud Sioux Tribe Budget & Finance Committee and/or the Rosebud Sioux Tribal Council adopts and approved the terms of this Lease Agreement on the 18th Day of February 2020.

The above terms have been reviewed and are in mutual agreement between the parties on this date, the 18th day of February, 2020.

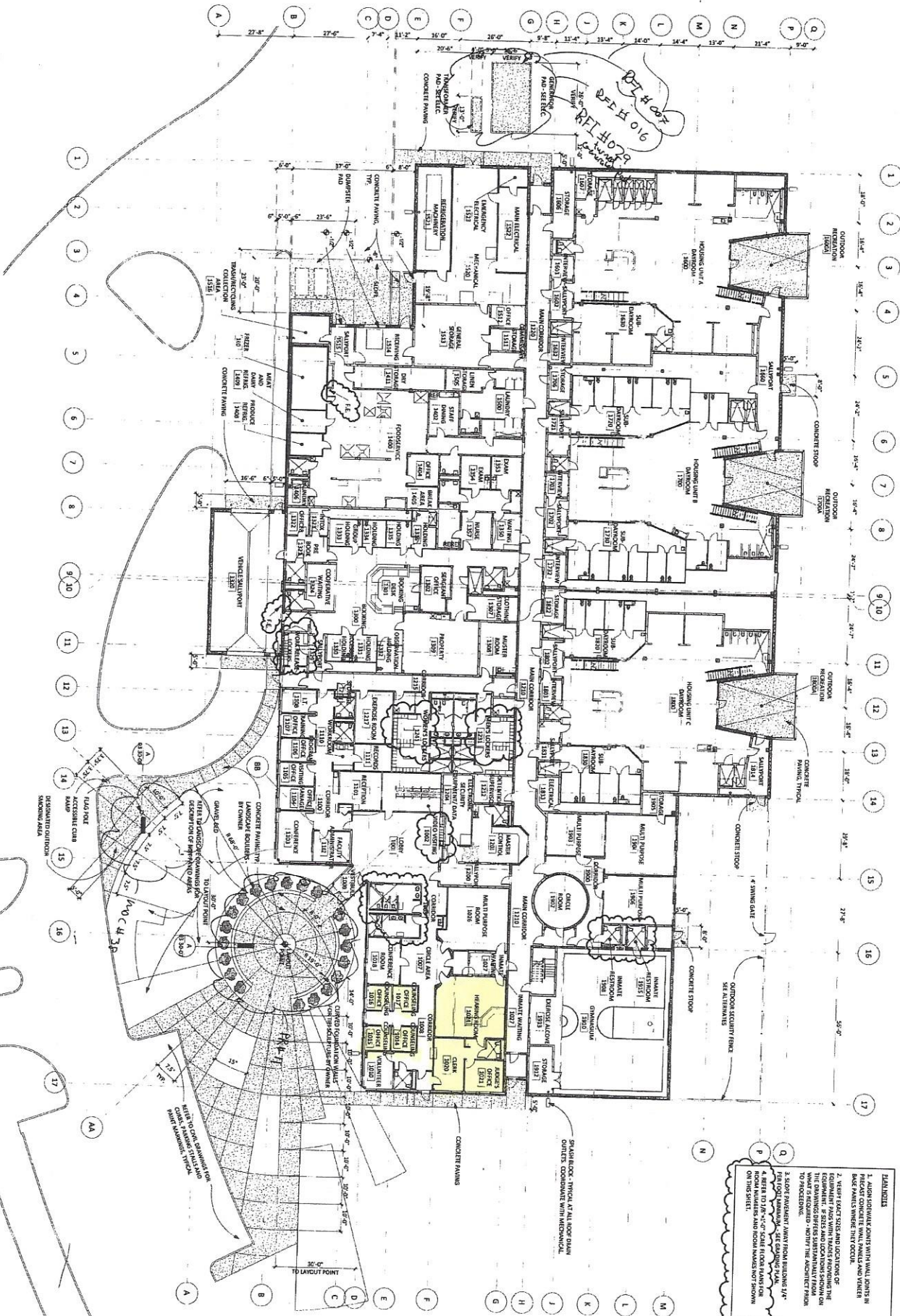
LESSOR:

BY 
Melissa Eagle Bear, Facility Administrator

LESSEE:

BY 
Sherman Marshall, Chief Judge

OVERALL LEVEL 1 FLOOR PLAN



PLAN NOTES

1. LIGHT SCHEDULE JOINTS WITH WALL JOINTS IN BUCK PANELS WHERE THEY OCCUR AND VERTICAL EQUIPMENT. # SIZES AND LOCATIONS SHOWN ON WHAT IS REQUIRED. NOTIFY THE ARCHITECT PRIOR TO PROCEEDING.
2. SCOFF PANELS SHALL BE SET FROM BUILDING 1/4" TO 1/2" FROM THE FACE OF THE CONCRETE.
3. REFER TO 1/4" OF SCOFF FROM PLANS FOR DIMENSIONS.



Great Hot
3021 1st Avenue N
Minneapolis, MN 55412
(612) 726-3200

Key Plan

No.	Date
03-25-2011	
04-15-2011	
06-17-2011	

CONSTRUCTION
ROSEBUD CORRECT FACILITY
Rosebud, So
OVERALL
FLOOR PLN

Project: 1025-19304
Date: 06-17-2011
Drawn by: MJK
Checked by: CLK
Scale: 1/8" = 1'-0"