

ROSEBUD SIOUX TRIBE
Resolution No. 20-185

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

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

WHEREAS, the Rosebud Sioux Tribe has the authority to employ legal counsel for the protection and advancement of the rights of the Tribe and its members pursuant to Article IV Section 1 (b) of the Constitution and By-laws of the Rosebud Sioux Tribe; and

THEREFORE BE IT RESOLVED, that the Rosebud Sioux Tribe Social Services Committee recommends that the Tribe enters into the Indian Child Welfare Attorney Contract with Dana L. Hanna, Attorney at law, to provide legal counsel and advice to the Rosebud Sioux Tribe in Indian Child Welfare Act and other legal matters as assigned; and

BE IT ALSO RESOLVED, that the Indian Child Welfare Attorney Contract shall be for a term of two years beginning May 01, 2020, and ending May 01, 2022, at the hourly rate of two hundred dollars (\$200.00), for court work, out of court work, and travel, including out of pocket litigation expenses, and continuing until and unless the litigation is concluded or the Contract is terminated by one or both of the parties by written notification in writing at least thirty days notification of the party's intent to terminate contract; and

BE IT ALSO RESOLVED, that in addition to the terms of said Attorney Contract the following provisions shall be incorporated into the Attorney Contract:

- 1 The Attorney shall provide a monthly report summarizing services provided, separate and apart from billing statements.
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BE IT FURTHER RESOLVED, that the terms of this Attorney Contract shall supersede and replace any and all previous approved versions of this Indian Child Welfare Attorney Contract

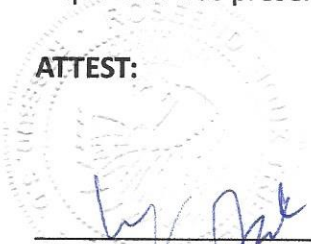
BE IT FINALLY RESOLVED, that the President of the Rosebud Sioux Tribe is authorized and directed to sign and execute the Indian Child Welfare Attorney Contract.

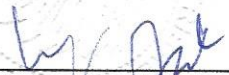
**ROSEBUD SIOUX TRIBE
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CERTIFICATION


This is to certify that the above Resolution No. 2020-185 was duly passed by the Rosebud Sioux Tribal Council in session on August 13, 2020, by a vote of ten (10) in favor, zero (0) opposed and one (1) 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

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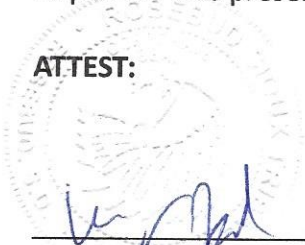
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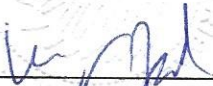
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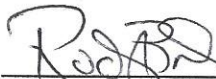
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Rodney M. Bordeaux, President
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United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Rosebud Agency

Post Office 228

Mission, South Dakota 57555

IN REPLY REFER TO:
Administration

AUG 24 2020

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

Attention: Louis Wayne Boyd, RST Secretary

Dear President Bordeaux:

The following resolutions received in this office on 08/20/2020, have been reviewed and re-routed to the appropriate branches.

Resolution No. 2020-100 (Rescinded: 08/07/2020)
Resolution No. 2020-168
Resolution No. 2020-170
Resolution No. 2020-171
Resolution No. 2020-172
Resolution No. 2020-173
Resolution No. 2020-174
Resolution No. 2020-175
Resolution No. 2020-176
Resolution No. 2020-177
Resolution No. 2020-178

Resolution No. 2020-179
Resolution No. 2020-180
Resolution No. 2020-181
Resolution No. 2020-182
Resolution No. 2020-183
Resolution No. 2020-184
Resolution No. 2020-185
Resolution No. 2020-186
Resolution No. 2020-187
Resolution No. 2020-188
Resolution No. 2020-189

Sincerely,

Lee A. Beardt
Superintendent

Enclosure

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Report regularly, as directed, to the Tribal Council, its committees, and the President of the Tribe concerning work done pursuant to this Contract and provide regular monthly written reports to the Social Services Committee.

The ICWA Contract Attorney is required to attend and participate in all ICWA court hearings in Pennington County or in other state courts where the Rosebud Sioux Tribe is a party in a case.

Contract Terms and Conditions

The fee due Attorney under this Contract is \$200 per hour for in court work, out of court work, and travel not to exceed \$25,000.00. The Tribe will reimburse Attorney for out of pocket expenses, including travel costs such as hotel, litigation costs, etc. Attorney will not bill for mileage. Attorney shall be paid monthly upon submission of an itemized bill, which will be submitted to the Tribe's Treasurer. Attorney shall include in the invoice or itemized bill a complete listing and description of all work done pursuant to this Contract.

Attorney shall be responsible for the payment of any and all taxes due and payable on the fees paid Attorney.

Exemption from Personnel Manual

The ICWA Contract Attorney will be exempt from the Tribe's Personnel Policies and Procedures Manual.

Independent Contractor

Attorney shall be deemed an Independent Contractor and shall have obtained a license for doing business on the Rosebud Reservation issued by the Tribe.

Professional Conduct

The ICWA Contract Attorney shall be bound by the American Bar Association's Rules of Professional Conduct, the South Dakota Rules of Professional Conduct, and the Sicangu Oyate Bar Association's Code of Ethics.

Termination of Contract

Either party may terminate this Contract by writing to the other party with at least 30 days prior notification of the party's intent to terminate the contract.

To terminate this Contract on behalf of the Tribe, the Tribal Council shall only terminate the Contract by a majority vote of the Tribal Council members constituting a quorum.

Entire Agreement, Modification to Contract

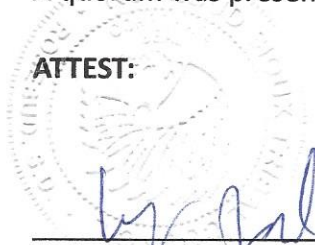
This Contract constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties, if any. No verbal agreements can change this Contract and no waiver of any of its terms will be effective unless in a written agreement executed by the

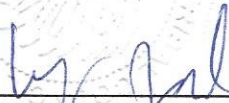
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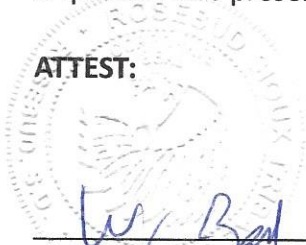
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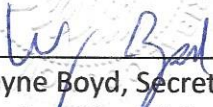
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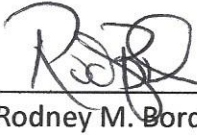
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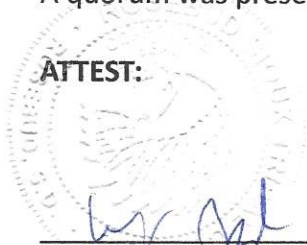
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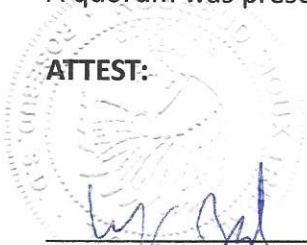
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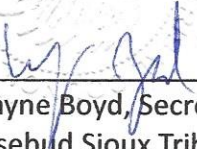
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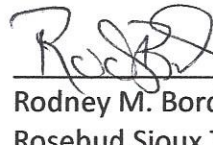
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