



Flandreau Santee Sioux Tribe

P.O. Box 283 Flandreau, SD 57028

Ph. 605-997-3891
Fax 605-997-3878
www.santeesioux.com

Provided via US Postal Mail

Ryan M. Weber
Woodbury County Juvenile Detention Center
822 Douglas St. 4th Floor
Sioux City, IA 51101

Re: agreement for juvenile detention services

Dear Mr. Weber,

The Flandreau Santee Sioux Tribe is pleased to enter into an agreement with Woodbury County for juvenile detention services. Enclosed are copies of the agreement and the tribal resolution approving it. Upon execution by the Chairman of the Woodbury County Board of Supervisors, please scan and email me a copy and I will distribute to relevant tribal staff.

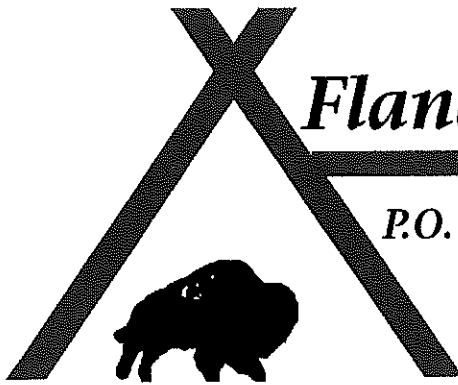
Invoices for services should be mailed to the Tribe at:

Flandreau Santee Sioux Tribe
Attn: Chief of Police
P.O. Box 286
Flandreau, SD 57028

Let me know if there is anything else needed from the Tribe.

Sincerely,

Lacy K. Neuenfeldt
Lacy K. Neuenfeldt



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RESOLUTION NO. 18-23

WHEREAS, the Flandreau Santee Sioux Tribe is a recognized Indian tribe organized pursuant to a Constitution and By-laws approved by the Secretary of Interior and Commissioner of Indian Affairs on April 24, 1936, amended February 7, 1941, and further amended November 16, 1967, and further amended November 14, 1984, and further amended May 17, 1997; and

WHEREAS, Article III of the Tribe's Constitution and By-laws provides that the governing body of the Tribe shall be the Executive Committee; and

WHEREAS, Article VIII Section 1(a) of said Constitution provides that the Executive Committee may negotiate with Federal, State, and local governments; and

WHEREAS, the Tribe, at times, has placement needs for Children In Need of Supervision and Juvenile Delinquents. Woodbury County, Iowa (the "County") provides juvenile detention services and programming; and

WHEREAS, the Tribe and the County have the mutual goal of maintaining exemplary levels of juvenile care within their jurisdictions, and jointly desire to improve law enforcement effectiveness, reduce crime, and to protect juveniles; and

WHEREAS, the County has agreed to provide juvenile detention and programming services to the Tribe, and because the Tribe does not have its own detention services, it would be cost effective for the Tribe to pay for the services of the capable Woodbury County Detention Center, thereby prompting the Tribe to approve the attached detention agreement; and

WHEREAS, the agreement symbolizes the good nature of the relationship between these entities and embodies the desire by the Tribe to maintain said relationship; and

NOW THEREFORE BE IT RESOLVED that the Flandreau Santee Sioux Tribe Executive Committee approves the attached Detention Agreement between the Flandreau Santee Sioux Tribe and the Woodbury County Jail to provide juvenile detention services for the Flandreau Santee Sioux Tribe Police Department; and

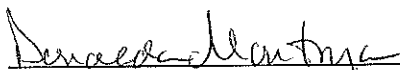
BE IT FURTHER RESOLVED that the Executive Committee authorizes President Anthony Reider and Acting Chief of Police Brian Arnold to sign the agreement on the Tribe's behalf; and


BE IT FINALLY RESOLVED that nothing in these agreement shall expressly or impliedly waive the sovereign immunity of the Tribe, its businesses and departments, its elected officials, its employees, or its agents in any forum or tribunal.

CERTIFICATION

The foregoing Resolution was duly enacted and adopted on this 4th day of January, 2019, by the Executive Committee of the Flandreau Santee Sioux Tribe during a duly called meeting with a quorum was present of 5 In Favor, 0 Opposed, 0 Abstaining, and 2 Not Voting, as follows:

Vice President, Andrew Weston:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
Secretary, Donalda Montoya:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
Trustee I, Kristi Bietz:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
Trustee II, David Kills-A-Hundred:	YES	NO	ABSTAIN	<u>NOT PRESENT</u>
Trustee III, Kenneth Weston:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
Trustee IV, John Jason Armstrong:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
President, Anthony Reider (<i>If Required</i>):	YES	NO	ABSTAIN	NOT PRESENT


Donalda Montoya, Tribal Secretary


Anthony Reider, Tribal President

**JUVENILE DETENTION SERVICE AGREEMENT
BETWEEN WOODBURY COUNTY, IOWA AND
THE FLANDREAU SANTEE SIOUX TRIBE OF SOUTH DAKOTA.**

THIS AGREEMENT, entered this 4th day of January, 2019, by and between Woodbury County, Iowa and the Flandreau Santee Sioux Tribe of South Dakota (hereinafter the "Tribe").

WHEREAS, Woodbury County agrees to allow the Tribe's juveniles to be housed in the Woodbury County Juvenile Detention Center upon all the conditions set forth below.

NOW THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth;

I. The Parties agree as follows:

A. The Tribe agrees to all the following:

1. The Tribe will contact the Woodbury County Juvenile Detention Center prior to the transportation of any juvenile to determine the current population and whether the alleged charges meet the criteria for admittance of the juvenile to the Woodbury County Juvenile Detention Center.
2. The Tribe will provide twenty-four (24) hour transportation service for all its juveniles transported to and from the Woodbury County Juvenile Detention Center.
3. The Tribe will provide all transportation for its juveniles for routine medical treatment, including but not limited to doctor's appointments, dentist appointments, and/or psychiatric or psychological evaluations.
4. The Tribe will provide social information about the juvenile to the Woodbury County Juvenile Detention Center as is necessary to assist Woodbury County Juvenile Detention Center staff in providing services to the juvenile.
5. The Tribe will pay all costs of evaluations, routine medical exams/treatments, medications, and evaluations not otherwise paid by the family, Title XIX, medical insurance, or Family Centered Services.
6. The Tribe will provide the Woodbury County Juvenile Detention Center with court orders that contain the following information: All criminal charges, placement of the temporary care, custody, and control of the juvenile with the Director of the Woodbury County Juvenile Detention

Center, and authorization for the Woodbury County Juvenile Detention Center to provide emergency medical care, including surgery.

7. The Tribe will pay the costs of any emergency medical care necessary for the juvenile that is not otherwise paid by the family, Title XIX, medical insurance, or Family Centered Services.
 8. The Tribe will maintain contact with the Woodbury County Juvenile Detention Center case worker to track the progress of the juvenile.
 9. The Tribe will provide any information about the juvenile that exist which indicates the juvenile is a danger to himself/herself or others.
 10. The Tribe will remove any of its juveniles as requested by the Woodbury County Juvenile Detention Center within twenty-four (24) hours of notification for any reason unless otherwise authorized by the Director of the Woodbury County Juvenile Detention Center.
 11. The Tribe will pay Woodbury County the rate of one hundred fifty (150) dollars per day for each juvenile placed in the Woodbury County Juvenile Detention Center. The Tribe will pay the one hundred fifty (150) dollars per day rate for the day of placement of the juvenile in the Woodbury County Juvenile Detention Center and the day of release of the juvenile from the Woodbury County Juvenile Detention Center. The Tribe will pay Woodbury County within thirty (30) days from the date of the bill.
- B. Woodbury County and/or the Woodbury County Juvenile Detention Center agree to all the following:
1. Woodbury County will complete intake on all juveniles.
 2. Woodbury County will provide a report on the juvenile's overall conduct during his/her time in the Woodbury County Juvenile Detention Center when necessary.
 3. The Woodbury County Juvenile Detention Center will provide appropriate meals and snacks, sleeping facilities, personal hygiene products, and adequate clothing to the juvenile.
 4. The Woodbury County Juvenile Detention Center will allow two (2) telephone calls during the 7-3 shift and two (2) telephone calls during the 3-11 shift to immediate family members (parents and grandparents) by the juvenile unless otherwise authorized by the Woodbury County Juvenile Detention Center staff. Costs of long distance calls will be assessed to the juvenile.

5. The Woodbury County Juvenile Detention Center will allow the juvenile to have regular telephone calls and visits with his/her juvenile court officer, DHS worker, and attorney.
6. The Woodbury County Juvenile Detention Center will provide scheduled times for visitation with immediate family consisting in this paragraph as parents, grandparents, siblings, or children of the juvenile unless otherwise authorized and approved by the Woodbury County Juvenile Detention Center staff.
7. The Woodbury County Juvenile Detention Center will notify all necessary parties regarding serious medical or behavioral problems within twenty-four (24) hours of the occurrence excluding weekends and holidays.
8. The Woodbury County Juvenile Detention Center will provide the juvenile with crisis counseling.
9. The Woodbury County Juvenile Detention Center will provide the juvenile with educational and recreational services.
10. The Woodbury County Juvenile Detention Center will attempt to collect all necessary medical and other releases for information from the family and juvenile.
11. Woodbury County will bill The Tribe at the end of each juvenile's incarceration period in the Woodbury County Juvenile Detention Center.

II. Right of Refusal

The Woodbury County Juvenile Detention Center reserves the right to refuse acceptance of any juveniles anytime the staff deems the juvenile not appropriate for placement at the Woodbury County Juvenile Detention Center. The Woodbury County Juvenile Detention Center will not accept juveniles who are intoxicated, injured without a proper notice from a doctor that states he/she is safe for placement in the Woodbury County Juvenile Detention Center, or if the Woodbury County Juvenile Detention Center is at capacity. The Woodbury County Juvenile Detention Center will not accept a juvenile who has committed or has been alleged to have committed a criminal act not recognized as a criminal act by the State of Iowa.

All juveniles detained in the Woodbury County Juvenile Detention Center will be required to follow the policy and procedures of the Woodbury County Juvenile Detention Center. The Woodbury County Juvenile Detention Center has the right to have a juvenile immediately removed from the facility in cases of assaultive behavior on other residents or staff, if the juvenile attempts harm to himself/herself, if the juvenile conducts sexual misconduct, or if the juvenile's behavior places the juvenile, other residents or staff in danger. The Tribe agrees upon receiving notice for removal under any of the above

scenarios by the Woodbury County Juvenile Detention Center, Omaha will have the juvenile removed within three (3) hours of receiving said notification.

III. Default

In the event The Tribe fails to comply with any term or condition of this Agreement, Woodbury County shall give The Tribe notice of said default. Notice of said default shall specify the nature of the claimed default and The Tribe shall have fourteen (14) days after receipt of the said notice to rectify the default.

If The Tribe does not rectify the default within the fourteen (14) days, Woodbury County may terminate this Agreement forthwith. If The Tribe commits the same default within a sixty (60) day period, Woodbury County may terminate this Agreement forthwith with no additional notice to The Tribe.

IV. Termination

This agreement shall continue into perpetuity until terminated or amended. Either Party has the option to terminate this Agreement at any time upon thirty (30) day written notice, including electronic mail notification. The Agreement may also be amended or terminated at any time upon the written approval of both parties.

The Tribe will have all its juveniles picked up within twenty-four (24) hours of the termination of this Agreement.

V. Assignment

This Agreement shall be binding on the parties hereto and neither party shall assign or transfer their interest in this Agreement without the written consent of the other party hereto.

VI. Limited Waiver

The failure of Woodbury County to insist on the strict performance of any of the terms and conditions of this Agreement shall be deemed a waiver of the rights and remedies that Woodbury County may have regarding that specific instance only and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

VII. Indemnification/Hold Harmless

The Tribe shall defend, indemnify, and hold harmless the Woodbury County Juvenile Detention Center and Woodbury County, its officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney's fees, arising or issuing out of or in connection with this Agreement.

VIII. Governing Law


This Agreement shall be governed by the laws of the State of Iowa. The venue for

any suit shall be Woodbury County, Iowa.

IX. Instrument as Entire Agreement

This instrument contains the entire agreement between the parties and no statement, promise, or inducements made by either party that are not contained in this written agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date set forth above.




Chairman, Woodbury County
Board of Supervisors

1-15-2019

Date

State of Iowa, Woodbury County,
On this ___ day of January, 2019, before me the undersigned, a Notary Public, in and for said State, personally appeared _____ to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

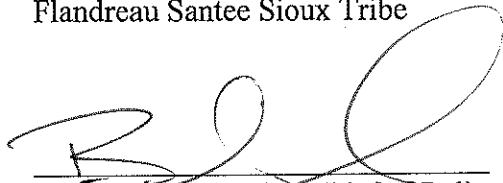
NOTARY PUBLIC in and for the STATE OF IOWA



Anthony Reider, President
Flandreau Santee Sioux Tribe

1-4-2019

Date



Brian Arnold, Acting Chief of Police
Flandreau Santee Sioux Tribe

1/4/19

Date