

Ordinance 29-13

An Ordinance of Supplemental Appropriation for Administration, Health and Human Services, Legislative/OMB and Permanent Initiative of the Mille Lacs Band Tribal Government for Fiscal Year ending September 30, 2013.

The District III Representative introduced the following Bill on the 25th day of April, 2013.

Preamble

It is enacted by the Band Assembly of the Mille Lacs Band of Ojibwe for the purpose of appropriating for Administration, Health Human Services, Legislative/OMB and Permanent Initiative for the Fiscal Year ending September 30, 2013.

Title I

Section 1: Governmental Operations. The Band Assembly hereby appropriates and authorizes expenditures for Administration, Health and Human Services, Legislative/OMB and Permanent Initiative for Fiscal Year ending September 30, 2013.

Section 1.01: Amendment to Section 1.02. The Band Assembly hereby appropriates and authorizes the expenditures of: Two hundred fifty seven thousand eight hundred ninety six dollars and no cents (\$257,896.00) for TCSE 100-221 grant funds apb 041113 #4 under **Administration**; Thirty seven thousand six hundred seventy dollars and no cents (\$37,670.00) for Social Nutrition 220-451 grant funds apb 041113 #5; Fourteen thousand ten dollars and no cents (\$14,010.00) for Family Services 220-487 new Title IV-B, subpart 1 of the Social Security Act grant funds for Child Welfare Social Services program apb 041113 #6; Twenty eight thousand four hundred ninety eight dollars and no cents (\$28,498.00) for Family Services 220-487 new Title IV-B Subpart 2 of Social Security Act grant funds for Safe & Stable Families as apb 041113 #7; Seventy five thousand dollars and no cents (\$75,000.00) for Public Health Tobacco 220-481 state grant funds apb 041113 #8; Nine thousand two hundred eighty dollars and no cents (\$9,280.00) for Public Health Caregivers 220-463 grant funds apb 041113 #10 under **Health and Human Services**; Fifty thousand dollars and no cents (\$50,000.00) for 100-210 Discretionary Loan program under **Legislative/OMB** which amends the **Total Fiscal Year 2013 Mille Lacs Band Tribal Operations** to read: Eighty seven million nine hundred twenty two thousand four hundred eight dollars and forty cents (\$87,922,408.40); and

Fifty five thousand dollars and no cents (\$55,000.00) for DNR/Real Estate 250-595 to support the acquisition of 7.14 acres in D3 under **Permanent Initiative** which amends the **Total Fiscal Year 2013 Permanent Initiative** to read: Two million one hundred twenty nine thousand seven hundred twenty nine dollars and forty seven cents (\$2,129,729.47)

Section 1.02: The Band Assembly hereby appropriates and authorizes the expenditure of supplemental programmatic funds for the following:

<u>Tribal Operation Fiscal Year 2013</u>	<u>Supplemental</u>	<u>Amended Amount</u>
<b>Administration</b>		
Tribal Child Support Enforcement 100-221 grant apb 041113 #4	\$257,896.00	\$13,265,520.80
<b>Health and Human Services</b>		
Social Nutrition 220-451 grant Aph 041113 #5	\$ 37,670.00	
Family Services 220-487 new Title IV-B, subpart 1 of the Social Security Act grant funds for Child Welfare Social Services program Aph 041113 #6	\$ 14,010.00	
Family Services 220-487 new Title IV-B Subpart 2 of Social Security Act grant funds for Safe & Stable Families apb 041113 #7	\$ 28,498.00	
Public Health Tobacco 220-481 state grant funds apb 041113 #8	\$ 75,000.00	
Public Health Caregivers 220-463 Grant funds apb 041113 #10	\$ 9,280.00	\$24,343,042.66
<b>Legislative/OMB</b>		
Discretionary Loan Program 100-210	\$ 50,000.00	\$ 5,229,921.00
<b>Permanent Initiative</b>		
DNR/Real Estate 250-595 apb 032813 #8	\$ 55,000.00	\$ 2,129,729.47

Section 1.03: The Band Assembly hereby authorizes Commissioners to approve budgetary revisions within programs up to **\$10,000.00** provided that the revisions are allowable under grant provisions, if applicable and that sufficient funds are available for the revision. For revisions over **\$10,000.00**, the Band Assembly hereby authorizes the Administration Policy Board to approve budget revisions within programs of up to 50% of the total programs budget within a given budget line if the program is under **\$100,000.00** and up to 20% if the program is **\$100,000.00** or greater.

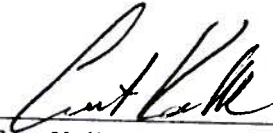
Section 1.04: All funds appropriated for federal, state and private grant funds shall be appropriated to align with the grant term so as to automatically carry-over to the next Fiscal Year if appropriated funds remain and if the grant is not completed within Fiscal Year 2013. If, for any reason, the grant term runs over the original end date causing costs to exceed the original appropriated amount, the Band Assembly must be notified so as to take appropriate action. In addition, Band Assembly hereby appropriates and authorizes the expenditure of all federal, state and private grant funds only after receipt by Band Assembly, of signed award letter from grantor agency.

All funds appropriated are maximum fund amounts and shall not be exceeded.

Ordinance 29-13  
(Band Assembly Bill 15-03-29-13)

Introduced to the Band Assembly on this  
Twenty fifth day of April in the year  
Two thousand thirteen.

Passed by the Band Assembly on this  
Twenty fifth day of April in the year  
Two thousand thirteen.

  
Curt Kalk, Speaker of the Assembly

APPROVED  
Date: April 25, 2013

  
Melanie Benjamin, Chief Executive

**OFFICIAL SEAL OF THE BAND**

Bill 15-03-29-13

A Bill of Supplemental Appropriation for Administration, Health and Human Services, Legislative/OMB and Permanent Initiative of the Mille Lacs Band Tribal Government for Fiscal Year ending September 30, 2013.

The District III Representative introduced the following Bill on the 25th day of April, 2013.

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Section 1.02: Amendment to Section 1.03. The Band Assembly hereby appropriates and authorizes the expenditure of supplemental programmatic funds for the following:

<u>Tribal Operation Fiscal Year 2013</u>	<u>Supplemental</u>	<u>Amended Amount</u>
<b>Administration</b>		
Tribal Child Support Enforcement		

100-221 grant apb 041113 #4	\$257,896.00	\$13,265,520.80
<b>Health and Human Services</b> Social Nutrition 220-451 Aph 041113 #5	\$ 37,670.00	
Family Services 220-487 new Title IV-B, subpart 1 of the Social Security Act grant funds for Child Welfare Social Services program Aph 041113 #6	\$ 14,010.00	
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<b>Legislative/OMB</b> Discretionary Loan Program 100-210	\$ 50,000.00	\$ 5,229,921.00
<b>Permanent Initiative</b> DNR/Real Estate 250-595 apb 032813 #8	\$ 55,000.00	\$ 2,129,729.47

Section 1.03: The Band Assembly hereby authorizes Commissioners to approve budgetary revisions within programs up to **\$10,000.00** provided that the revisions are allowable under grant provisions, if applicable and that sufficient funds are available for the revision. For revisions over **\$10,000.00**, the Band Assembly hereby authorizes the Administration Policy Board to approve budget revisions within programs of up to 50% of the total programs budget within a given budget line if the program is under **\$100,000.00** and up to 20% if the program is **\$100,000.00** or greater.

Section 1.04: All funds appropriated for federal, state and private grant funds shall be appropriated to align with the grant term so as to automatically carry-over to the next Fiscal Year if appropriated funds remain and if the grant is not completed within Fiscal Year 2013. If, for any reason, the grant term runs over the original end date causing costs to exceed the original appropriated amount, the Band Assembly must be notified so as to take appropriate action. In addition, Band Assembly hereby appropriates and authorizes the expenditure of all federal, state and private grant funds only after receipt by Band Assembly, of signed award letter from grantor agency.

All funds appropriated are maximum fund amounts and shall not be exceeded.

**ADMINISTRATION POLICY BOARD  
REGULAR MEETING  
APRIL 11, 2013 – BAND ASSEMBLY  
DISTRICT 1 GOVERNMENT CENTER UPSTAIRS MEDIA ROOM**

The Commissioner of Administration called the meeting to order at 10:21 a.m.

**MEMBERS PRESENT**

Peter Nayquonabe, Commissioner of Administration  
Katie Draper, Commissioner of Community Development  
Sam Moose, Commissioner of Health & Human Services  
Bradley Kalk, Commissioner of Natural Resources

**MEMBERS ABSENT**

Michele Palomaki, Assistant Commissioner of Administration  
Suzanne Wise, Commissioner of Education

**QUORUM PRESENT**

**OTHERS PRESENT**

Sara Rice, Deputy Assistant  
Cyrilla Bauer, Human Resources Director  
Craig Hansen, TERO Director

**Approval of Agenda**

The Commissioner of Natural Resources made a motion to approve the April 11 2013, Administration Policy Board for Band Assembly approval agenda with additions. The Commissioner of Community Development seconded the motion. (attachment #1)

**ROLL CALL VOTE**

Bradley Kalk	--Aye
Katie Draper	--Aye
Sam Moose	--Aye

3- For      0- Against      0- Silent      Motion Carried

**CONTRACTS**

The Commissioner of Community Development made a motion to approve and forward to Band Assembly for approval the following contracts:

**Community Development**

**R & R Landscape & Construction - \$67,130.00 – to provide materials and labor for the renovation of two rental units in Aitkin as submitted (attachment #2)**

**Nelson Degerstrom Construction, LLC - \$129,750.00 – to provide materials and labor for renovation of two rental units in McGregor as submitted (attachment #3)**

The Commissioner of Health & Human Services seconded the motion.

**Renters will be held accountable for any damage above normal wear and tear on units with implementation of court action as merited. Regular inspections of all rental units will be taking place on a more regular basis with the addition of more resident services staff.**

**ROLL CALL VOTE**

Bradley Kalk                    --Aye  
Katie Draper                   --Aye  
Sam Moose                     --Aye

3- For            0- Against            0- Silent            Motion Carried

**REQUEST FOR APPROPRIATION**

The Commissioner of Health & Human Services made a motion to approve and forward to Band Assembly for approval the following requests for appropriation:

**Administration**

**FY 2013 – TCSE 100-221 - \$257,896.00 – request appropriation of grant funds as submitted (attachment #4)**

**Health & Human Services**

**FY 2013 – Social Nutrition 220-451 - \$37,670.00 – request appropriation of grant funds as submitted (attachment #5)**

**FY 2013 – Family Services 220-487 - \$14,010.00 – request appropriation of new Title IV-B, Subpart 1 of the Social Security Act grant funds for Child Welfare Social Services program as submitted (attachment #6)**

**FY 2013 – Family Services 220-487 - \$28,498.00 – request appropriation of new Title IV-B Subpart 2 of Social Security Act grant funds for Safe & Stable Families as submitted (attachment #7)**

**FY 2013 – Public Health Tobacco 220-481 - \$75,000.00 – request appropriation of state grant funds as submitted (attachment #8)**

*omit* → ~~**FY 2013 – Clearway MN 220-479 - \$35,028.28 – request appropriation of grant funds as submitted (attachment #9)**~~

**FY 2013 – Public Health Caregivers 220-463 - \$9,280.00 – request appropriation of grant funds as submitted (attachment #10)**

The Commissioner of Community Development seconded the motion.

**ROLL CALL VOTE**

Bradley Kalk                    --Aye  
Katie Draper                   --Aye  
Sam Moose                     --Aye

3- For            0- Against            0- Silent            Motion Carried

**Sylvia Villebrun**

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**From:** John Gerdener  
**Sent:** Tuesday, April 16, 2013 5:16 PM  
**To:** Sylvia Villebrun  
**Cc:** Katy Radunz; Curt Kalk  
**Subject:** Discretionary loan fund increase

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Sylvia,

Since the discretionary loan fund after the revisions is currently tapped out at mid-month, we need to request an appropriation for an additional \$50,000 into the fund.

Please put on the Band Assembly agenda for the next meeting on April 23.

Thanks.

**John Gerdener**  
*Commissioner of Finance*  
*Mille Lacs Band of Ojibwe*  
**320-532-7475**

## Sylvia Villebrun

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**From:** Angel Oehrlein  
**Sent:** Tuesday, April 16, 2013 11:57 AM  
**To:** Joni Wall; Sylvia Villebrun  
**Cc:** Lisa Blahosky  
**Subject:** RE: April 11 apb

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Thank you for the clarification! I will have to note on the next meeting minutes of the correction.

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**From:** Joni Wall  
**Sent:** April 16, 2013 11:54 AM  
**To:** Angel Oehrlein; Sylvia Villebrun  
**Cc:** Lisa Blahosky  
**Subject:** RE: April 11 apb  
**Importance:** High

Good Morning,

On these minutes, the #9 attachment for the BA set, 220-479 Clearway, is not a request for an appropriation. It is just a budget modification, and a grant extension, that is below the amount needed to go to Band Assembly for any approvals.

I will do it now as a revision since it has passed APB.

Thank you!

Joni

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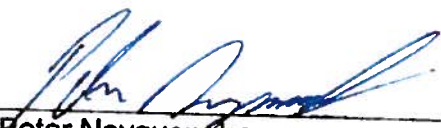
**From:** Angel Oehrlein  
**Sent:** Monday, April 15, 2013 4:37 PM  
**To:** Sylvia Villebrun; Joni Wall  
**Subject:** April 11 apb  
**Importance:** High

Angel Oehrlein  
Executive Assistant of Administration  
Mille Lacs Band  
43408 Oodena Dr.  
Onamia, MN 56359  
Office: 320-532-7478  
Fax: 320-532-7505

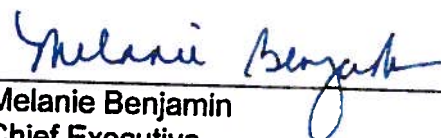
The Commissioner of Natural Resources made the motion to adjourn.

The Commissioner of Community Development seconded the motion.

The meeting was adjourned at 10:35 a.m.

  
\_\_\_\_\_  
Peter Nayquonabe  
Commissioner of Administration

4/12/13  
Date

  
\_\_\_\_\_  
Melanie Benjamin  
Chief Executive

4-15-13  
Date



#1

**Administration Policy Board Agenda  
Band Assembly  
District 1 Government Center Upstairs Media Room  
April 11, 2013**

1. **CALL MEETING TO ORDER**
2. **ROLL CALL – Assistant Commissioner of Administration, Commissioner of Community Development, Commissioner of Education, Commissioner of Health & Human Services, Commissioner of Natural Resources**
3. **AGENDA APPROVAL**
4. **UNFINISHED BUSINESS – TABLED ITEMS**
5. **CONTRACTS**  
**Community Development**  
R & R Landscape & Construction - \$67,130.00 – to provide materials and labor for renovation of two rental units in Aitkin as submitted  
Nelson Degerstrom Construction, LLC - \$129,750.00 – to provide materials and labor for renovation of two rental units in McGregor as submitted
6. **FINANCE**  
**Budget Revisions/Transfers**
7. **Request for Appropriation**  
**Administration**  
FY 2013 – TCSE 100-221 - \$257,896.00 – request appropriation of grant funds as submitted  
**Health & Human Services**  
FY 2013 – Social Nutrition 220-451 - \$37,670.00 – request appropriation of grant funds as submitted  
  
FY 2013 – Family Services 220-487 - \$14,010.00 – request appropriation of new Title IV-B, Subpart 1 of the Social Security Act grant funds for Child Welfare Social Services program as submitted  
  
FY 2013 – Family Services 220-487 - \$28,498.00 – request appropriation of new Title IV-B Subpart 2 of Social Security Act grant funds for Safe & Stable Families as submitted  
  
FY 2013 – Public Health Tobacco 220-481 - \$75,000.00 – request appropriation of state grant funds as submitted – **added after draft**  
FY 2013 – Clearway MN 220-479 - \$35,028.28 – request appropriation of grant funds as submitted – **added after draft**  
FY 2013 – Public Health Caregivers 220-463 - \$9,280.00 – request appropriation of grant funds as submitted - **added after draft**
8. **OTHER**



#2

**COMMUNITY DEVELOPMENT DIVISION**

March 26, 2013

**MEMORANDUM**

**TO:** PETER NAYQUONABE – COMMISSIONER OF ADMINISTRATION  
SHAUNA COONS- DEPUTY SOLICITOR GENERAL

**CC:** MIKE MOILANEN – DIRECTOR OF PLANNING AND PROJ MGMT

**FROM:** ERIK PARSONS- PROJECT COORDINATOR

**RE:** D2 Remodel Package 2 Aitkin, MN (409 3<sup>rd</sup> St NW Aitkin, MN and 411 1<sup>st</sup> NW Aitkin, MN)

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Please see attached bid information and contract for the residential remodels at 409 3<sup>rd</sup> St NW Aitkin, MN and 411 1<sup>st</sup> NW Aitkin, MN. The project includes new flooring, siding repairs, new doors, millwork, furnace, and general repairs.

6 general contractors were solicited for bids with 3 attending the pre-bid meetings and two submitting bids. It is the recommendation of CMD that we enter into contract with R&R Construction to complete this project.

**R&R Construction: \$67,130.00**

Nelson-Degerstrom: \$68,000.00

Budget Line#

100-235-7223

Thank You,

Erik Parsons

1467

OK 3-27-13  
mm 3-26-2013

#2

CONSTRUCTION CONTRACT between MILLE LACS BAND of OJIBWE (OWNER)  
And R&R Landscaping & Construction Inc. (CONTRACTOR)

The Project #24018 and 24019 is at:  
409 3<sup>rd</sup> St NW Aitkin and 411 1<sup>st</sup> NW Aitkin, MN

CONTRACT entered into as of the 26<sup>th</sup> day of March in the year 2013.

BETWEEN the Owner:  
Mille Lacs Band of Ojibwe  
43408 Oodena Drive  
Onamia, MN. 56359

OMB APPROVAL  
Date: 4/2/13  
Signature: *[Signature]*  
Vendor # 32331  
Oblig # 854990  
Account # 100-235-7223  
Contract Sum: \$67,130.00

and the Contractor

R&R Landscaping & Construction Inc.  
42880 260<sup>th</sup> Ln.  
Aitkin, MN 56431

OSG APPROVAL  
Date: 4/8/13  
Signature: *[Signature]*  
ADMINISTRATION POLICY BOARD  
Date: 4/15/13  
Signature: *[Signature]*

BAND ASSEMBLY APPROVAL  
Date:  
Signature

THIS CONTRACT AND ALL OF ITS TERMS AND CONDITIONS ARE TO BE GOVERNED UNDER  
THE LAWS OF THE MILLE LACS BAND OF OJIBWE INDIANS.

461

**Section 1**  
**NOTICE.**

*Inclusion of address, phone, fax and email are mandatory*

(A) The Owner's representative is:  
Peter Nayquonabe -Contracting Officer  
43408 Oodena Dr  
Onamia, MN 55359  
320-532-7508

Contracting Officer's designee:  
Erik Parsons -- C.O. Designee  
Project Coordinator  
43408 Oodena Dr  
320-532-4774  
320-532-4197

The Contractor's representative(s) is (are):  
[Name]  
[Address]  
[Phone]  
[Fax]  
[Email]

The Contractor's representative(s) is(are):  
[Name] Greg Rono  
[Address] 42880 260<sup>th</sup> St. Aitkin, MN 56431  
[Phone] 218-829-3371  
[Fax] 218-678-2485  
[Email] [randrsales@live.com](mailto:randrsales@live.com)

(B) All notices are to be sent to the stated representatives, unless a change in the information above is required. If a change in the above referenced information is required, then a notice of a change of representatives must be provided in writing within five (5) working days, including any change of address, phone, fax or email.

(C) Notices to either party shall be given by addressing the communications to the stated representative. Any notice given is effective upon receipt by U.S. Mail, postage prepaid, or upon personal delivery with acknowledgement of receipt. Notice may also be given through electronic format, by fax or email, using the attached coversheet entitled Legal Notice.

**Section 2**

**WORK/WORK STATEMENT/SCOPE**

(A) Objectives: to precisely identify desired end objectives of the project and associated requirements.

(B) Definitions: For purposes of this contract, the term "Project" will be synonymous with the word "Work." Work shall be defined as the tasks completed in order to achieve the final creation or renovation of the desired structure.

(C) Please attach a Schedule of Values that outlines the project first in general terms and dates, then provides a detailed breakdown of each construction phase, the materials needed for each phase, the cost of those materials and the estimated completion date for each. Schedules of values, which should be considered an itemized list of supplies, labor and completion phases should provide the Contracting Officer with a clear understanding of the anticipated percentage of completion for each phase and its cost. Schedules of Values need to be attached to this document upon completion of the Work.

See Work Project No.24018 and 24019 at address:409 3<sup>rd</sup> St NW Aitkin, MN and 411 1<sup>st</sup> NW Aitkin, MN per attached RFP dated 4 March 2013 and pre-bid addendum dated 13 March 2013. All work to follow guidelines in 2013 spec book.

(D) Responsibility: identify all Mille Lacs Band and Contractor participation or cooperation that is needed for the success of the project, as well as the nature and extent of all task responsibilities. All tasks requiring Mille Lacs Band support (e.g. Band-furnished equipment, facilities, materials or other government assistance) should be stated specifically.

(E) Milestones/Schedule of Values: generate a schedule for the sequence of tasks to be performed by a contractor and a similar schedule for related responsibilities of the Owner.

Section 3  
**CONTRACT SUM**

The Contract Sum is: **Sixty Seven Thousand One Hundred Thirty Dollars and no cents (\$67,130.00)**, subject to adjustments as determined by the Owner or Contract Officer.

Section 4  
**DATE OF COMMENCEMENT AND CONTRACT TIME**

~~The date of commencement of the Work is the date the Mille Lacs Band Office of Management and Budget (OMB) issues the 1<sup>st</sup> payment after receipt of Contractor's 1<sup>st</sup> Application for Payment. The Contract Time shall be measured from the date of commencement.~~

Section 5  
**PAYMENTS**  
Progress Payments

(A) All pay applications for payment are subject to the Office of Management and Budget (OMB) processing schedule. Once an application for payment is received, and Certificates for Payment issued by the Owner, along with the approval of the Commissioner of Community Development, or his/her designee, the Owner shall make payment within thirty (30) days as provided below.

*Project Manager shall choose one of the following payment schedules marked in subsection (B), all other provisions of this section shall still apply.*

(X) (B) Payment schedule based on a Schedule of Values that will be determined by the attachment of an Application and Certificate of Payment as well as a Continuation Sheet. Each of these documents will be considered part of the overall contract as approved by the Contracting Officer or his/her designee.

( ) (B)(2) *This option is available only for road construction contracts. Unit price work. Work to be paid for on the basis of unit prices in an attached sheet. Unit price work will be subject to an attached set of conditions.*

**Substantial Completion**

(C) The Contractor shall achieve Substantial Completion of the Work not later than **90 days** from the date this contract was formally and officially approved through all appropriate government channels. (Insert number of calendar days. Attach copy of document indicating formal approval/ratification date or specifically cite completion date).

(D) The Substantial Completion date of the Work is the date when construction is sufficiently complete so that the Owner can occupy or utilize the building for its intended purpose. Only two (2) extensions may be given for substantial completion of a project.

(E) The Work is not substantially completed if it fails to conform to approved Drawings and Specifications, any Change Order, or if construction defects remain that prevent occupancy or utilization of the building.

**Liquidated Damages**

(F) Liquidated Damages. Should the Contractor fail to substantially complete the Work within the time allowed in this Contract, the Contractor shall pay the owner as liquidated damages no more than \$200.00 per day for each consecutive calendar day that Substantial Completion remains unmet, but not to exceed \$1000.00 per week. Liquidated damages shall be assessed according to a graduated scale listed as follows:

Contract Type	Contract Price	Liquidated Damages
Renovation only	\$0.00 -- \$50,000.00	\$100.00 per day completion unmet
	\$50,001.00 - higher	\$200.00 per day completion unmet
Residential (full construction)	\$0.00 - 150,000.00	\$300.00 per day completion unmet
	\$150,001.00 - higher	\$400.00 per day completion unmet
Commercial (full construction)	\$0.00 --	\$400.00 per day completion unmet

If the Contractor and Owner have mutually agreed to a signed Change Order and/or Addendum granting an extension of time to reach Substantial Completion, then the liquidated damages shall be calculated from the date agreed to in the Addendum and/or Change Order. In no way shall the costs for liquidated damages be construed as a penalty. Owner and Contractor agree that the sum is a reasonable and proper measure of the damages that cannot be calculated with any degree of certainty, which the Owner will sustain if the Contractor fails to substantially complete the Work according to the Schedule of Values and/or Substantial Completion deadlines in this Contract.

(G) In the event that the contractor fails to cure defects in performance as provided in section 8 of this Contract, the Owner shall have the right, but not the obligation, to complete the punch list items. Final Payment in the amount of Six Thousand Seven Hundred Thirteen Dollars and No Cents (\$6713.00) shall be made when punch list items are done and keys are exchanged. Final Payment (10% RETAINAGE) shall be paid within thirty (30) days of i) completion of the punch list items in a good and workmanlike manner and (ii) submission of all closeout documentation to the Owner.

**(H) Lien Waivers.**

(1) For each Application for Payment, the Contractor shall provide lien waivers for the General Contractor, Subcontractors, Sub-subcontractors, and suppliers for Work performed since the previous payment application was submitted to the Owner before the Contractor has the right to receive any payment on its current Application for Payment. All lien waivers shall be provided in the form attached as Exhibit A.

(2) In the event Contractor fails to pay any Subcontractors, Owner shall have the right, but not the obligation, to pay the Subcontractor directly upon receipt of a lien waiver from the Subcontractor, and subtract the amount paid from the Contract Sum.

i. Any payments made by Owner pursuant to this paragraph will be subject to a reasonable administration fee which will be deducted from the Contract Sum. Contractor shall be notified by a written statement when an administration fee is deducted from the Contract Sum.

**(I) Changes.**

(1) The Band's Contracting Officer may at any time, in writing, make reasonable and /or necessary changes within the general scope of the contract.

(2) If any change is requested by the Contractor that causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under the contract, the Contract Officer is authorized to make an equitable adjustment of a maximum of five percent (5%) in the contract sum. An equitable adjustment will be a fair adjustment made within a reasonable time. Adjustment of a contract in excess of five percent (5%) of the Contract sum must be approved by the Band Assembly for contracts over \$100,000.00. The Contracting Officer may also make an equitable adjustment in the schedule of values. Failure of the parties to agree to any adjustment shall be covered under the

Disputes Clause as a claim. However, nothing in this section or the Disputes Clause shall excuse the Contractor from proceeding on the work.

- (3) Change order mark-up limit of 10% on all labor and materials.
- (4) No payments will be made for additional work performed under the terms of this contract without written approval from the Owner prior to work being performed.

#### Section 6

#### TERMINATION BY OWNER FOR CONVENIENCE

- (A) The Owner may at any time and for any reason terminate this Contract for convenience. A termination notice citing this section will be delivered in writing to the Contractor's representative and will set forth a date upon which the termination will be effective.
- (B) Upon receipt of this notice from the Owner, the Contractor shall immediately cease to incur any costs that may be chargeable to the Owner under this Contract.
- (C) In a termination for convenience, the contractor shall also prepare to discontinue performance of the Work in the manner set out below.
- I. The Contractor agrees that upon receipt of notice from the Owner it shall:
    - i. cease any and all Work under the Contract in the manner directed by the Owner in the notice;
    - ii. take whatever action(s) necessary, or which may be directed by the Owner, for the protection and preservation of the Work;
    - iii. terminate all existing subcontracts and purchase orders except for work directed in the notice to be performed prior to the effective date of termination;
    - iv. enter into no further subcontracts and purchase orders; and
    - v. assign subcontracts and purchase orders to the Owner as directed.
- (D) Following a termination for convenience, the Owner shall be responsible only for payment for services rendered before the effective date of termination. The Owner agrees that it will pay the Contractor within thirty (30) calendar days from the Contractor's submission of a final Application for Payment to the OMB, if the application is approved by the Owner.
- (E) Under no circumstance shall the Owner be charged equipment rental in excess of seventy-five percent (75%) of the value of that item (or for any item with a value of \$500 or less) acquired by the Contractor to the date of termination. The Owner will not pay termination charges for any subcontracts, and the Owner shall not be liable for any lost profits or consequential damages.
- i) From this amount shall be subtracted the aggregate of all previous payments made by the Owner and other credits due to the Owner. The Owner shall be immediately refunded any amount by which payments to the Contractor exceed the amount of payment to which the Contractor is entitled.
- (F) To the extent that the Owner elects to accept legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall execute, deliver and take all steps necessary to effect the legal assignment of such subcontracts, purchase orders and agreements prior to receiving the payments referred to in this Section.

Section 7

TERMINATION BY OWNER FOR CAUSE

- (A) The Owner may terminate this contract for cause upon default by the Contractor. Any notice of default will be delivered to the Contractor, and the Contractor's Surety, in writing. The Owner's right to terminate a contract may be exercised if the Contractor does not cure such default within ten (10) business days after receipt of notice from the Contracting Officer specifying default. More time to cure may be provided if deemed reasonable by Owner.
- (B) The Contract may be terminated for cause if the Contractor shall be deemed in default. The Contractor shall be deemed in default if the Contractor:
1. Persistently or repeatedly fails or refuses to supply enough properly skilled workers or proper materials;
  2. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and Subcontractors;
  3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Work;
  4. Fails to deliver the supplies or perform the services within the time specified in the contract or any agreed upon extension;
  5. Fails to make progress, so as to endanger performance of the contract;
  6. Fails to maintain the appropriate insurance under § 13 and § 15 of this Contract;
  7. Fails to perform any of the other provisions of the contract; or
  8. Violates the requirements contained in the Mille Lacs Band of Ojibwe Commercial Practices Act, Chapter 5 regarding TERO Compliance. See 18 MLBSA § 401-428; or
  9. Is otherwise in material breach of a provision of this Contract.
- (C) Any complaint received by the Administration Policy Board regarding a contractor's failure to comply with TERO rules, will be investigated immediately. If the complaint is determined to be worthy of further consideration, the Administration Policy Board shall notify the parties of an appointed time and day for a hearing and settlement discussions. At this time, the Band may terminate the contract for convenience immediately. If settlement is not achieved, the Administration Policy Board may render its own decision based on the evidence and testimony presented. Any decision of the Administration Policy Board under this statute may be appealed to the Court of Central Jurisdiction under 24 MLBSA § 2501. If the Administration Policy Board issues a final decision rendering the complaint against the contractor unfounded, the contractor may seek reimbursement of the contract sum.
- (D) This Contract will be terminated for cause if, after written notice and hearing, the Administration Policy Board determines that the Contractor or its representative offered a gratuity to an official, agent or employee of the Band, and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- (E) If the Owner terminates this contract, it may acquire supplies or services similar to those terminated to complete the Work. The Contractor will be liable to the Owner for any dollar amounts exceeding the Contract Sum for those supplies or services required to finish the Work.
- (F) When the Owner terminates the Contract for one of the reasons stated in subsections A-D of this section, the Contractor shall not receive further payment until the Work is finished.
- (G) When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner:
1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery owned by the Contractor;
  2. accept assignment of subcontracts; and
  3. finish the Work by whatever reasonable method the Owner may deem expedient.

(H) If the unpaid balance of the contract sum exceeds the costs of finishing the Work, including compensation for administrative and necessary consultant services, and other costs incurred by the Owner, then such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid shall be certified by the Owner, upon application, and this obligation for payment shall survive termination of the Contract.

(I) Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

(J) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable or justified, the termination shall be deemed a termination for convenience, and the right and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Band.

#### Section 8

#### SUSPENSION BY THE OWNER FOR CONVENIENCE

(A) The Owner may, for convenience, order the Contractor to suspend the Work for such a period of time as the Owner may deem appropriate. The suspension notice will be communicated by the Owner's representative and will be effective immediately. A confirmation of this suspension will be delivered in writing to the Contractor's representative within twenty-four (24) hours from the decision to suspend.

(B) In the event of a suspension under this section, the Contract Sum will be adjusted for increases in cost. Adjustments to the Contract Sum shall include lost profit.

(C) The Contract Time will be adjusted to coincide with any Work delay caused by suspension unless the Contract Time is subject to non-adjustment for the reasons set out below.

1. No adjustment of Contract Time shall be made to the extent that performance of the Work is, was, or would have been suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

2. No adjustment of contract time shall be made if an equitable adjustment is made under another provision of the contract.

#### Section 9

#### TERMINATION BY THE CONTRACTOR

(A) The Contractor may terminate this contract if the Work is stopped for a period of forty-five (45) calendar days through no act or fault of the Contractor, subcontractors, their agents or employees or any other persons or entities performing portions of the Work. The Contractor may also terminate the contract if the Work is stopped for a period of thirty (30) calendar days, through no act or fault of the Contractor, subcontractors, their agents or employees, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

2. an act of government, such as a declaration of national emergency which requires all work to be stopped;

3. because the Owner has not issued a Certificate of Payment and has not notified the Contractor of the reason for withholding certifications; or

4. because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract.

(B) The Contract may be terminated if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the contractor, subcontractors, their agents, employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently

failed to fulfill the Owner's obligations under the Contract with respect to matters important to the progress of the Work.

(C) The Contractor may terminate the contract if, through no act or fault of the Contractor, subcontractors, their agents, employees or any other persons or entities performing portions of the Work under contract with the Contractor, as a result of repeated suspensions, delays or interruptions of the entire Work by the Owner, the Work is delayed for more than one-hundred percent (100%) of the total number of days scheduled for completion, or 120 working days in any 365 day period, whichever is less.

(D) If one of the reasons described in subsections (A) or (C) exists, the Contractor may, upon ten (10) calendar days written notice to the Owner, terminate the contract and seek to recover from the Owner payment for work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profits and damages.

#### Section 10 DISPUTE RESOLUTIONS

(A) The Contractor agrees that all disputes which arise under this Contract, to the exclusion of subsections 7(C) and 7(D), will be adjudicated in the Court of Central Jurisdiction for the Mille Lacs Band. The contractor also agrees that, by signing this contract, the contractor consents to the personal jurisdiction of the Court of Central Jurisdiction. This contract will be deemed a service contract provided for the needs of Band members. See 5 MLBSA 113(e). The Contractor agrees that all interpretations of this Contract will be based upon the laws of the Mille Lacs Band.

(B) Any claim by the contractor shall be submitted in writing to the Band's Contracting Officer for a written decision. A claim by the Band against the Contractor, to the exclusion of subsections 7(C) and 7(D), shall be subject to a written decision by the Contracting Officer.

1. "Claim" as used in this section, means a written decision, demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of the contract terms, or other relief arising under or relating to the contract.

(C) A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim. It may be converted to a claim, by complying with the submission requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(D) The Contracting Officer's decision shall be final unless the Contractor appeals the matter within ten (10) days of the Contracting Officer's decision to the Court of Central Jurisdiction for the Mille Lacs Band. The Court shall review the decision of the Contracting Officer under an arbitrary and capricious standard.

(E) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action under the contract, and comply with any decision of the Contracting Officer or the Band's Court of Central Jurisdiction.

#### Section 11 ADDITIONAL REMEDIES

(A) Notwithstanding the remedies provided in other paragraphs of this Contract, the Owner reserves the right to commence legal action against the Contractor seeking monetary damages, liquidated damages, declaratory or injunctive relief as allowed by law, or any other relief in order to enforce any of its rights under this agreement.

(B) Except for defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor.

(C) If the failure to perform is caused by the default of a subcontractor and if the cause of the default is beyond the control, and without the fault or negligence of either the Contractor or the subcontractor, the Contractor shall not be liable for any excess cost for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(D) The Owner shall pay the contract sum for completed services performed and accepted. The Owner may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Owner against loss. Failure to agree on such a sum will be a dispute under the Disputes Clause.

(E) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

(F) The right and remedies of the Owner in this clause are in addition to any other rights and remedies provided by the law or under the contract.

## Section 12 JURISDICTION

The Court of Central Jurisdiction is hereby granted subject matter jurisdiction for any cause of action which arises from this contract. See 5 MLBSA 111. Contractors, by signing this agreement, consent to the personal jurisdiction and the subject matter jurisdiction of the Court of Central Jurisdiction. Contractors seeking relief for claims shall be afforded the opportunity to seek relief in tribal court only to the extent of the contents of a properly filed claim under this contract's dispute resolution section. No claims will be permitted beyond the Contract Sum.

## Section 13 INDEMNIFICATION – REIMBURSEMENT- INSURANCE – WORKERS COMPENSATION – SUBROGATION WAIVERS

(A) To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Mille Lacs Band of Ojibwe and all its members, entities, officers, agents and employees, from all suits, liens, charges (including attorneys' fees, costs & disbursements), damages, and liabilities relating to personal or bodily injury, sickness, illness, death, and damage to or destruction of property in any manner connected with the execution of the Work provided for in this Contract.

(1) Indemnification for property damage under this section consists of any work or omission of Work contracted to be done by Contractor or his subcontractors, employees, or agents.

(2) Indemnification for the aforementioned damage could also occur when the Contractor, Subcontractors or suppliers use materials, equipment, instrumentalities, or other property, regardless of whether or not harm is caused in part by a party indemnified. Excluded from this list are claims, loss, damage, costs or expenses resulting from risks that the Owner is required to insure against.

(3) The Contractor also agrees, without limiting any indemnification under subsection (1), to indemnify and hold harmless the Owner, its agents and employees, from such claims, damages, or liabilities for which the Owner, its agents and employees may be liable.

(4) The Contractor agrees to reimburse the Owner, its agents and employees for all costs and disbursements, including attorneys' fees, paid or incurred to enforce the provisions of this section.

(5) The Contractor, furthermore, agrees to obtain, maintain, and pay for such general liability coverage and endorsements (including product and completed operations coverage) as will ensure the provisions of this section.

(B) In claims against any person or entity indemnified under subsection (A) by an employee of the Contractor, a subcontractor, or anyone directly or indirectly employed by them, the indemnification obligation under subsection (A) shall not be limited by an amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

(C) To the fullest extent permitted by law, and without limiting any other indemnification obligation of the Contractor, the Contractor shall indemnify and defend the Mille Lacs Band of Ojibwe and all of its members, entities, directors, officers, assigns, lenders, agents and employees from any claims, liens, charges (including attorneys' fees), or encumbrances (including but not limited to mechanic's liens or bond claims) in connection with the performance of the Work. This indemnification shall not include instances where the Owner has failed to make payments when required under the Contract Documents. The Owner shall be entitled to recover from the Contractor all costs and expenses incurred in enforcing this Agreement, including attorneys' fees. Upon request of the Owner, the Contractor shall within 60 days remove any liens filed against the Owner or its property. If the Contractor fails to remove the liens, then the Owner is authorized to remove or satisfy any such liens, and the Contractor shall pay to the Owner all costs and damages incurred. The Contractor is not required to insure over the indemnity obligations to the extent such obligations are imposed in this subsection (C).

#### Section 14

#### BONDING REQUIREMENT

a. In construction contracts that are federally funded or deemed commercial, bonding is required. These types of contracts shall demand a performance bond of not less than twenty percent (20%) of the total contract price, but not to exceed \$500,000.00. A performance bond requirement is to ensure that, if a contractor defaults, the Band may request that the surety pay the expenses incurred to complete the construction contract.

b. In addition, all construction contracts identified as federally funded or commercial, shall be covered by a payment bond equal to one payment installment to cover subcontractors/ suppliers as determined by the Contracting Officer or his agents. The payment bond must contain language stating that if the contractor fails to make a payment to its subcontractors/suppliers, the surety will make the necessary payment.

c. For all Band funded residential construction projects, a performance bond is required for contracts in excess of \$50,000.00. The performance bond shall be at a minimum twenty (20%) percent of the contract price, but not in excess of \$500,000.00.

*See Miller Act, 40 U.S.C. 3131 – 3134. See also 7 MLBSA 17 (amended Oct. 14, 2005).*

#### Section 15

#### CONTRACTOR'S LIABILITY INSURANCE

(A) The Contractor shall purchase and maintain from a state authorized company such insurance as will protect the Contractor, defined as the business owner and personnel, from such claims set forth below and for which the Contractor may be legally liable:

(1) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

- (2) claims for damages because of bodily injury, sickness, disease, or death of the Contractor's employees;
- (3) claims for damages because of bodily injury, sickness, or death of any person other than the Contractor's employees;
- (4) claims for damages insured by usual personal injury liability coverage;
- (5) claims for damages, other than to the Work itself because of destruction of tangible property, including loss of use.
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of use of a motor vehicle;
- (7) claims for bodily injury or property damage arising out of completed operations; and
- (8) claims involving contractual liability insurance applicable to the Contractor's obligations under Indemnification subsection (A).

(B) The insurance required by this section shall be written for coverage seen in subsection (C) or otherwise as required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until either the date when coverage ends or one year after project completion whichever is later.

(C) The insurance provided by the Contractor shall be written for not less than the following, or greater if required by law: Workers' Compensation - (Policy to include a waiver of subrogation in favor of the Owner.) Employer's Liability - Bodily injury by accident - \$500,000 each accident; bodily injury by disease - \$500,000 contract limit; bodily injury by disease - \$500,000 each employee. Commercial General Liability - (without limit to Premises Operations; Independent Contractors; Contractual Liability; Products and Completed Operations; Explosion, Collapse and Underground Liability ("XCU")); Broad Form Property Personal Injury and Advertising Liability (employment exclusion deleted; Incidental Medical Malpractice; Amendment of Pollution Exclusion-hostile fire; Cross-liability and severability of interest; Minimum Coverage \$1,000,000 C.S.L. Commercial Automobile Coverage \$1,000,000 D.S.L. All of the above insurance shall be on an occurrence policy form. The Contractor shall maintain the required insurance continuously before commencing work to a period of at least twelve months after final completion. The Contractor's Contractual Liability Insurance shall cover the Contractor's obligations under Indemnification subparagraph (1) and any other contractual defense or indemnity obligation of the Contractor under this contract.

(D) The Contractor shall not allow insurance required by this Agreement to lapse, be cancelled, be reduced in limits or coverage, non-renewed, materially changed or have restrictive modifications added during the life of the Agreement. All insurance policies and certificates of insurance shall contain a provision that afforded coverage shall not be cancelled, reduced in limits of coverage, materially changed, or have restrictive modifications added, without sixty (60) days prior written notice to the Owner. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the Work. Failure of the Owner to object to a lack of a Certificate of Insurance or to the coverages indicated thereon or provided by the Contractor shall not constitute a waiver by the Owner of any of the Contractor's obligations. If insurance coverage is required to remain in force after final payment and is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the close-out documentation. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, shall be furnished by the Contractor to the Owner with reasonable promptness.

(E) Commercial General Liability insurance required to be provided by the Contractor shall include the Owner as a named additional insured using ISO Form 2010. Policies for such insurance shall provide that such insurance is primary.

(F) In the event the Contractor fails to procure or maintain any insurance coverage required under this Agreement, the Owner may either purchase such coverage and deduct the cost thereof from any monies due to the Contractor, or suspend/terminate this contract.

(G) Compliance by the Contractor with the foregoing insurance requirements shall not relieve it from liability for amounts in excess of the limits of insurance.

(H) The Contractor and any of its subcontractors, sub-subcontractors, agents and employees shall waive any of their subrogation rights on their Workers' Compensation Policy in favor of the Owner. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though they would otherwise have a duty of indemnification, did not pay the insurance premium and irrespective of an insurable interest.

#### Section 16

#### WAGES, HOURS, AND SAFETY

##### (A) Labor Standards, Hours and Wages

All contracts in excess of \$5,000, related to the Work and involving employment for construction must comply with federal and state labor laws, wherever applicable. Specifically, contractors, subcontractors and other contract parties shall comply with the Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. § 3701 *et seq.*), the Fair Labor Standards Act (FLSA) of 1938 (29 U.S.C. § 201 *et seq.*) and the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101) whenever Federal dollars are used in the construction contract process.

(1) Under the requirements of Subsection (A), each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1 ½) times the basic rate of pay for all hours worked in excess of eight (8) hours in a calendar day or forty (40) hours in the work week. The Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. See 7 MLBSA § 19(e).

(2) All construction contracts, regardless of the source of the contract's funding, must comply with the Davis-Bacon Act (40 U.S.C. § 276(a) *et seq.*). Under the Act, laborers and mechanics must be paid no less than the minimum wage as determined by the Secretary of Labor. All contracts over \$75,000.00, regardless of funding, must comply with COMMUNITY DEVELOPMENT COMMISSIONER'S ORDER 001-06, dated October 30, 2005.

(3) Every contractor and subcontractor, regardless of the source of the contract's funding, will be prohibited from inducing a person employed in the construction, prosecution, completion or repair of any public works project to give up any compensation to which they are entitled in exchange for the award of any Band construction contract. See Copeland "Anti-Kickback Act" (40 U.S.C. § 276(c)). The Mille Lacs Band will prosecute and report all suspected or reported violations to appropriate law enforcement officials. See 7 MLBSA § 19(c).

##### (B) Environmental Compliance

(1) Contracts in excess of \$10,000.00 shall require compliance with all codes of federal regulations and all applicable standards regarding environmental protections. Violations and suspected violations will be reported by the Owner to the BIA and the EPA.

(2) In addition to the requirement set forth in subsection (1), contracts and subcontracts in excess of \$100,000.00 require compliance with all applicable standards or requirements issued under the Clean Air Act (42 U.S.C. § 7401-7661 *et seq.*). Contracts in excess of \$100,000.00

must also comply with the Clean Water Act (33 U.S.C. § 1251) and United States' Executive Order 11738. United States' Executive Order 11738 is a declaration that governs the administration of the Clean Air Act in connection with federal grant construction projects. This Executive Order requires the reporting of violations by the Owner to the grantor agency. See also 7 MLBSA § 19(h).

(3) Compliance for all Contracts shall be required regarding mandatory standards and policies for energy efficiency requirements under the Energy Policy and Conservation Act (42 U.S.C. § 6201 *et seq.*)

(4) In addition, all contracts with the Band as the Owner shall comply with Tribal Law regarding protection of Tribal Cultural Resources (10 MLBSA § 2-5, 301-313) and Environmental Law (11 MLBSA § 103-123). No contractor or subcontractor shall be permitted to use hazardous materials in their construction efforts. Hazardous materials shall be defined as asbestos, toxic chemicals, waste, acids, alkalis, irritants, contaminants or other pollutants.

### (C) Construction Compliance

(1) The contractor, subcontractor, agents and employees associated with the Work, shall comply with the Fair and Equitable Housing Act (42 U.S.C. § 3601 *et seq.*) as well as the Equal Credit Opportunity Act (15 U.S.C. § 1691). Compliance shall be required for minimum wage and maximum labor hours, "in any agreement relating to a federal, state or agency financial assistance housing program." See FAIR AND EQUITABLE HOUSING ACT (42 U.S.C. § 3601 §§ 114.14).

(2) The contractor, subcontractor, agents and employees associated with the Work, shall comply with ISO Rules and the Federal Building Codes (10 C.F.R. § 434, 10 C.F.R. § 435). In addition, the contractor, subcontractor, agents and employees associated with the Work, shall comply with Minnesota state law regarding building codes. Contractors, subcontractors, employees and agents shall be responsible for compliance with the Administration of State Building Codes (MN Rules Chapters 1300.0100 – 1300.6300; 1303.1600; 1303.1900; 1305.0010-7100; 1309.0010 -0703), the Minnesota Plumbing Code (MN Rules Chapters 4715.0100 – 4715.6000) and the Minnesota Energy Code (MN Rules Chapters 7670.0100 – 7670.1115). Finally, the contractor, subcontractor, agents, employees and others associated with the Work, shall be responsible for familiarity and compliance with the International Building Codes (I.B.C. Rules 101.3 – 3401.3), the International Residential Codes (I.R.C. Rules R302 – P2902) and the International Fuel and Gas Codes (I.F.G.C. Rules 106.1 – 506.3 *et seq.*).

(3) Acceptance of Nonconforming Work. If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

### Section 17 WARRANTIES

The Contractor shall provide to the Owner any commercial warranty normally offered to the public. The Owner will not accept delivery of supplies and equipment "as is" unless the Contracting Officer has previously agreed in writing to accept supplies in such condition. The Contractor shall comply with the Minnesota Statute on Warranties (MN STAT. § 327B.02, 327B.03) and Housing Warranties (MN STAT. § 327A.01 – 327A.05). In addition, the Contractor shall comply with Minnesota state law regarding contractor licensing (MN STAT. § 327B.04 – 327B.09). Finally, the Contractor shall comply with Band law regarding Commercial Practices (18 MLBSA § 1-10, 101-112, 301) and Procurement of Construction Contracts (7 MLBSA § 1-36).

Section 18

COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been retained to solicit or obtain this Contract upon an agreement or understanding for a commission, brokerage or contingent fee, except a bona fide employee or bona fide established selling agent maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Band shall have the right to terminate the Contract without liability and separate from the termination sections listed previously in this Contract. In this instance, the Band shall be able to deduct from the contract sum or otherwise recover the full amount of such commission.

Section 19

PATENTS AND COPYRIGHTS

This Contract is subject to all Mille Lacs Band requirements and regulations pertaining to reporting and copyright/patent rights under any contract for research, development, experiments, or demonstration work, and with respect to any discovery or invention which arises in the course of such contract. See 7 MLBSA § 19(f).

Section 20

INDIAN PREFERENCE

(A) A contractor shall give preferential employment under the contract, including subcontracts, to Band members and qualified Indians. Qualified Indians are persons defined under 25 C.F.R. § 273.2(j), see below, that meet posted or available job requirements. *Andrus v. Glover Construction Co.*, 446 U.S. 608 (1980) (footnote 3, citing 20 BIAM Bull. 1 (March 3, 1976)); See also 25 C.F.R. § 162.5a (1978); 41 C.F.R. § 14H-3.215-70 (1977).

An Indian is defined under the Indian Self-Determination and Education Assistance Act as a person who is a member of an Indian tribe. 25 C.F.R. § 273.2(j). The Act also defines Indian tribes as, "any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians." 25 C.F.R. § 273.2(g).

Contractor shall also provide employment and training opportunities to Indians regardless of age, religion or sex that are not fully qualified to perform under the contract where such would be consistent with contract performance. The contractor shall comply with all Indian preference requirements established by the Mille Lacs Band. Failure to comply with these requirements may lead to termination for cause under section 8 of this contract. See 18 MLBSA § 401-428; 7 MLBSA § 21-24; see also INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT, 25 C.F.R. § 273.45; see also Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. § 1701(3) and 25 C.F.R. § 135).

(B) Indian Preference shall mean awarding a contract or a subcontract with a priority first given to qualified Mille Lacs Band Members. The second priority shall be given to qualified members of other federally recognized Indian tribes. The third priority will be given to all other non-Indian persons. See 25 U.S.C. § 450e; See also MLB EXECUTIVE ORDER 122-97, August 19, 1997.

(C) If a contractor or any of its subcontractors are unable to fill employment openings after giving full consideration to Indians as required in subsection (A), these employment openings may then be filled by other persons under the conditions set forth in the Equal Employment Opportunity clause of the contract. The contractor agrees to include this clause or one similar in all subcontracts issued under the contract.

(D) Indian Preference shall also mean that contracts bid by Band member contractors that are within 10% of the lowest competitive bid shall be given the opportunity to negotiate an acceptable bid. See 25 U.S.C. § 450e.

Section 21

EQUAL OPPORTUNITY

During the performance of a contract and after complying with the Indian Employment Preference clause of the contract the contractor agrees as follows:

(A) The contractor will not discriminate against any employee or applicant for employment because of race, age, religion or sex. The contractor will take affirmative action that applicants are employed and that employees are treated during employment without regard to their race, age, religion or sex. Such action shall include, but not be limited to the following: Employment upgrading; demotion or transfer; layoff or termination; rates of pay or other forms of competition.

(B) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, religion or sex.

(C) The contractor will include provisions of these sections in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Mille Lacs Band may direct to enforce such provisions, including sanctions for non-compliance. See Indian Self-Determination Act (25 C.F.R. § 450e). If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor *may request* the Mille Lacs Band to enter such litigation to protect the interest of the Mille Lacs Band. However, nothing in this paragraph shall be construed as a waiver of sovereign immunity of the Mille Lacs Band of Ojibwe in any court of competent jurisdiction.

(D) If no Indian business is available under the conditions of subsection (B), then the contractor agrees to accomplish the maximum amount of subcontracting with small or minority businesses if available.

Section 22

USE OF INDIAN BUSINESSES

(A) As used in this section, the term "Indian Businesses" means Indian organizations or an Indian owned economic enterprise as defined in the code of Federal Regulations or the laws of the Mille Lacs Band. See INDIAN BUSINESS DEVELOPMENT PROGRAM (25 C.F.R. § 286.1 – 286.22).

(B) The contractor agrees to give preference to qualified Indian businesses in the awarding of any subcontracts entered into under this contract. The contractor shall comply with any preference requirements regarding Indian businesses established by the Mille Lacs Band.

Section 23

BUY INDIAN PROVISIONS

All contractors and subcontractors who conduct business on lands under the jurisdictions of the Mille Lacs Band of Ojibwe pursuant to a contract or subcontract with the Band shall comply with the provisions of the Buy Indian Act (25 U.S.C. § 47).

Section 24

ASSIGNMENTS

No contract or subcontract awarded by the Mille Lacs Band of Ojibwe or any of the rights or interests or obligations therein may be assigned without the written approval of the Contracting Officer.

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**Section 25**

**TAXES**

- A) The Owner is exempt from Minnesota State Sales Tax. For the purchase of supplies for construction, the Owner shall be the consumer and the state tax exemption will apply. The Owner shall provide the successful Contractors with a copy of their exemption certificate. Contractors must supply this copy when purchasing materials for construction, as well as Form ST8TG from the Minnesota Department of Revenue. *See also* MN STAT § 297.71-.74. Once the Contractor completes the purchase, the Contractor shall supply the Owner with copies of the Form ST8TG and other documentation of material costs. This exemption does not apply for the purchase of materials in road construction. 22 MLBSA § 508.
- B) The Administrative Policy Board may assess an Employment Rights Fee for the following:
  - 1) Contractors and subcontractors receiving contracts of \$100,000.00 or more shall pay 0.5% of the total contract sum pursuant to 22 MLBSA § 601. *See also* 18 MLBSA § 417.
- C) Contractor must also comply with the following:
  - 1) The Contractor has met the hiring goals of the TERO Compliance Officer, or
  - 2) The TERO Compliance Officer determines that the Contractor has made a substantial effort to train and employ Indian workers. 18 MLBSA § 401-428.

**Section 26**

**UTILITIES**

Contractors shall pay utility bills associated with the work at the construction site until the Contract has been closed out. The contract will be deemed finished and closed out when keys are turned in and punch list items completed.

**Section 27**

**AUDIT**

- A) To the extent required by law, the contractor agrees that the Mille Lacs Band, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractors shall maintain all records kept in the normal course of business for three years after the Mille Lacs Band makes final payments and all other pending matters are closed.
- B) In addition, for the sake of potential audits, please include documentation of all physical changes to the Work in the project's close-out documentation.

**Section 28**

**AMENDMENT**

This Contract may be amended or modified only by a written instrument, added as an addendum and consecutively numbered. Each addendum must be signed by the parties, and approved, if necessary, by the Mille Lacs Band, through the Mille Lacs Band of Ojibwe's Band Assembly.

**Section 29**

**SEVERABILITY**

If any provision of this contract, or its application to the Owner and the Contractor is held invalid, the remainder of the contract and the application of other provisions to the Owner and the Contractor shall not be affected.

**Section 30**

**RATIFICATION**

This contract is effective and enforceable once it is finally ratified by the Band Assembly pursuant to 3 MLBSA § 2(f) cited below.

The Band Assembly shall have power:

- (f) To ratify agreements, contracts, cooperative and reciprocity agreements and memoranda of understanding.

**Section 31**

**SOVEREIGNTY AND WAIVER OF RIGHTS**

Any waiver regarding this contract must be explicit, written and authorized by the Owner; nor will provisions in § 12 of this contract waive the Sovereign Immunity of the Mille Lacs Band of Ojibwe. Furthermore, claims beyond the scope of this Contract will not be permitted. Injunctive relief is an acceptable alternative. This contract will not govern any separate bonding agreement. Nothing else in this contract shall be construed as a waiver of sovereign immunity of the Mille Lacs Band of Ojibwe in the Court of Central Jurisdiction. *See 2 MLBSA § 5.* Nothing in this contract shall be construed as a waiver of sovereign immunity of the Mille Lacs Band of Ojibwe in any other court of competent jurisdiction. *See 2 MLBSA § 5.* Any waiver of rights by the Owner, under this Contract, in one single instance, does not create a continuous and overall waiver of rights. *See 2 MLBSA § 5.*

**Section 32**

**ENTIRE AGREEMENT**

(A) This Contract, including Forms and Addenda, constitutes the entire agreement between the parties regarding this subject matter. No representations have been made by any party, or any agent of any party, other than the terms and conditions set forth in this document. All prior and contemporaneous conversations, possible and alleged agreements, representations, covenants or omissions concerning the subject matter are void and have not been relied upon in any way by the Owner and the Contractor.

(B) The terms and conditions of this Contract are contractual in nature, and not a mere recital. This Contract shall constitute a legal, valid, and binding obligation of the parties, enforceable in accordance with its terms, and shall inure to the benefit of the parties.

1451

This Contract is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one is to be delivered to the Contractor, and the remainder to the Owner.

IN WITNESS WHEREOF, we, the undersigned, have executed this Contract on the dates indicated below.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Commissioner of Community Development

Contractor: R&R Landscaping & Construction Inc.  
Dated: 4-3-13 By: \_\_\_\_\_  
Contractor or his/her Representative

OMB approval: \_\_\_\_\_ Dated: 4/3/13

OSG approval: \_\_\_\_\_ Dated: 4/8/13

#### RATIFICATION

Pursuant to the provisions of 3 MLBSA §2(f), this Contract was presented to the Band Assembly and is ratified on \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Curt Kalk  
Speaker of the Assembly

1461





#3

**COMMUNITY DEVELOPMENT DIVISION**

22 MARCH 2013

**MEMORANDUM**

TO: PETER NAYQUONABE – COMMISSIONER OF ADMINISTRATION

OMB, OSG, APB, BAND ASSEMBLY

CC: MIKE MOILANEN – DIRECTOR OF PLANNING AND PROJ MGMT

FROM: RYAN JENDRO – LEAD PROJECT COORDINATOR

RE: CONTRACT: 2013 D2 EAST LAKE PACKAGE #1

Attached you will find a contract for approval. This contract is for remodel work as part of the 60 home project. Addresses for this two home package include 37904 207<sup>th</sup> Place and 36432 193<sup>rd</sup> Lane, McGregor. Both houses are vacant and will be ready for occupancy upon completion of this work. Work includes extensive overall rehab of both houses. The RFP was directly sent to eight general contractors. Six general contractors attended the pre-bid site meeting, and bids were received from R&R Construction, Nelson Degerstrom, and First Construction.

	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Alternate #2</u>
R&R Construction	\$134,700.00	\$3,500.00	\$6,500.00
Nelson Degerstrom Const.	\$124,250.00	\$3,500.00	\$5,500.00
First Construction	\$137,500.00	\$1,425.44	\$5,320.05

It is the recommendation of CMD to enter into a contract with Nelson Degerstrom Construction, in the amount of \$129,750.00 for the remodel of these two homes. This amount does include Bid Alternate #2, for roof replacement at 37904 207<sup>th</sup> Place.

Construction is scheduled to commence in May 2013, upon approval, and should take less than 120 days to complete and provide occupancy in late July.

Line item for this project: 100-235-7223

1438

OK Mh 3-22-2013  
M 02 M. 13

#3

CONSTRUCTION CONTRACT between MILLE LACS BAND of OJIBWE (OWNER)  
And Nelson-Degerstrom Construction, LLC. (CONTRACTOR)

The Project # 24026 & 24027 is at:  
37904 207<sup>th</sup> Place, McGregor, MN  
36432 193<sup>rd</sup> Lane, McGregor, MN

CONTRACT entered into as of the 22<sup>nd</sup> day of March in the year 2013.

BETWEEN the Owner:  
Mille Lacs Band of Ojibwe  
43408 Oodena Drive  
Onamia, MN. 56359

OMB APPROVAL  
Date: 3/23/13  
Signature: *[Signature]*  
Vendor # 017736  
Oblig # 853337  
Account # 100-235-7223  
Contract Sum: \$129,750.00

and the Contractor

Nelson-Degerstrom Construction LLC.  
10843 110<sup>th</sup> Avenue  
Finlayson, MN 55735

OSG APPROVAL  
Date: 3/29/13  
Signatur *[Signature]*  
ADMINISTRATION POLICY BOARD  
Date: 3/15/13  
Signature PJN

BAND ASSEMBLY APPROVAL  
Date:  
Signature

THIS CONTRACT AND ALL OF ITS TERMS AND CONDITIONS ARE TO BE GOVERNED UNDER  
THE LAWS OF THE MILLE LACS BAND OF OJIBWE INDIANS.

1438

Section 1

**NOTICE**

*Inclusion of address, phone, fax and email are mandatory*

(A) The Owner's representative is:  
Pete Nayquonabe -Contracting Officer  
43408 Oodena Dr  
Onamia, MN 55359  
320-532-7508

Contracting Officer's designee:  
(Ryan Jendro) -- C.O. Designee .  
Lead Project Coordinator  
43408 Oodena Dr  
320-532-7857  
320-532-4197

The Contractor's representative(s) is (are):  
[Name] Jeff Degerstrom  
[Address] 10843 110<sup>th</sup> Ave., Finlayson, MN 55735  
[Phone] 320-630-0589  
[Fax]  
[Email] jdkd@frontiernet.net

The Contractor's representative(s) is(are):  
[Name]  
[Address]  
[Phone]  
[Fax]  
[Email]

(B) All notices are to be sent to the stated representatives, unless a change in the information above is required. If a change in the above referenced information is required, then a notice of a change of representatives must be provided in writing within five (5) working days, including any change of address, phone, fax or email.

(C) Notices to either party shall be given by addressing the communications to the stated representative. Any notice given is effective upon receipt by U.S. Mail, postage prepaid, or upon personal delivery with acknowledgement of receipt. Notice may also be given through electronic format, by fax or email, using the attached coversheet entitled Legal Notice.

Section 2

**WORK/WORK STATEMENT/SCOPE**

(A) Objectives: to precisely identify desired end objectives of the project and associated requirements.

(B) Definitions: For purposes of this contract, the term "Project" will be synonymous with the word "Work." Work shall be defined as the tasks completed in order to achieve the final creation or renovation of the desired structure.

(C) Please attach a Schedule of Values that outlines the project first in general terms and dates, then provides a detailed breakdown of each construction phase, the materials needed for each phase, the cost of those materials and the estimated completion date for each. Schedules of values, which should be considered an itemized list of supplies, labor and completion phases should provide the Contracting Officer with a clear understanding of the anticipated percentage of completion for each phase and its cost. Schedules of Values need to be attached to this document upon completion of the Work.

See Work Project No. 24026 & 24027 at addresses: 37904 207<sup>th</sup> Place and 36432 193<sup>rd</sup> Lane, McGregor.  
Per Attached RFP Dated 27 February 2013, Pre Bid Addendum #1 dated 8 March 2013. Including MLBO Specification Book dated 1 March 2013. Bid Alternate #2 is Accepted.

4386

(D) Responsibility: identify all Mille Lacs Band and Contractor participation or cooperation that is needed for the success of the project, as well as the nature and extent of all task responsibilities. All tasks requiring Mille Lacs Band support (e.g. Band-furnished equipment, facilities, materials or other government assistance) should be stated specifically.

(E) Milestones/Schedule of Values: generate a schedule for the sequence of tasks to be performed by a contractor and a similar schedule for related responsibilities of the Owner.

Section 3  
CONTRACT SUM

The Contract Sum is: One Hundred Twenty Nine Thousand Seven Hundred Fifty Dollars and 00/100 (\$129,750.00), subject to adjustments as determined by the Owner or Contract Officer.

Section 4  
DATE OF COMMENCEMENT AND CONTRACT TIME

~~The date of commencement of the Work is the date the Mille Lacs Band Office of Management and Budget (OMB) issues the 1<sup>st</sup> payment after receipt of Contractor's 1<sup>st</sup> Application for Payment. The Contract Time shall be measured from the date of commencement.~~

Section 5  
PAYMENTS

Progress Payments

(A) All pay applications for payment are subject to the Office of Management and Budget (OMB) processing schedule. Once an application for payment is received, and Certificates for Payment issued by the Owner, along with the approval of the Commissioner of Community Development, or his/her designee, the Owner shall make payment within thirty (30) days as provided below.

*Project Manager shall choose one of the following payment schedules marked in subsection (B), all other provisions of this section shall still apply.*

(  ) (B) Payment schedule based on a Schedule of Values that will be determined by the attachment of an Application and Certificate of Payment as well as a Continuation Sheet. Each of these documents will be considered part of the overall contract as approved by the Contracting Officer or his/her designee.

(  ) (B)(2) *This option is available only for road construction contracts. Unit price work. Work to be paid for on the basis of unit prices in an attached sheet. Unit price work will be subject to an attached set of conditions.*

*Substantial Completion*

(C) The Contractor shall achieve Substantial Completion of the Work not later than 120 days from the date this contract was formally and officially approved through all appropriate government channels. Final completion of the Work shall not be later than 30 August 2013.

(Insert number of calendar days. Attach copy of document indicating formal approval/ratification date or specifically cite completion date).

(D) The Substantial Completion date of the Work is the date when construction is sufficiently complete so that the Owner can occupy or utilize the building for its intended purpose. Only two (2) extensions may be given for substantial completion of a project.

(E) The Work is not substantially completed if it fails to conform to approved Drawings and Specifications, any Change Order, or if construction defects remain that prevent occupancy or utilization of the building.

*Liquidated Damages*

(F) Liquidated Damages. Should the Contractor fail to substantially complete the Work within the time allowed in this Contract, the Contractor shall pay the owner as liquidated damages no more than \$200.00 per day for each consecutive calendar day that Substantial Completion remains unmet, but not to exceed \$1,000.00 per week. Liquidated damages shall be assessed according to a graduated scale listed as follows:

Contract Type	Contract Price	Liquidated Damages
Renovation only	\$0.00 -- \$50,000.00	\$100.00 per day completion unmet
	\$50,001.00 – higher	\$200.00 per day completion unmet
Residential (full construction)	\$0.00 – 150,000.00	\$300.00 per day completion unmet
Commercial (full construction)	\$150,001.00 – higher	\$400.00 per day completion unmet
	\$0.00 --	\$400.00 per day completion unmet

If the Contractor and Owner have mutually agreed to a signed Change Order and/or Addendum granting an extension of time to reach Substantial Completion, then the liquidated damages shall be calculated from the date agreed to in the Addendum and/or Change Order. In no way shall the costs for liquidated damages be construed as a penalty. Owner and Contractor agree that the sum is a reasonable and proper measure of the damages that cannot be calculated with any degree of certainty, which the Owner will sustain if the Contractor fails to substantially complete the Work according to the Schedule of Values and/or Substantial Completion deadlines in this Contract.

(G) In the event that the contractor fails to cure defects in performance as provided in section 8 of this Contract, the Owner shall have the right, but not the obligation, to complete the punch list items. Final Payment in the amount of Twelve Thousand Nine Hundred Seventy Five Dollars and 00/100 (\$12,975.00) shall be made when punch list items are done and keys are exchanged. Final Payment (10% RETAINAGE) shall be paid within thirty (30) days of i) completion of the punch list items in a good and workmanlike manner and (ii) submission of all closeout documentation to the Owner.

(H) Lien Waivers.

(1) For each Application for Payment, the Contractor shall provide lien waivers for the General Contractor, Subcontractors, Sub-subcontractors, and suppliers for Work performed since the previous payment application was submitted to the Owner before the Contractor has the right to receive any payment on its current Application for Payment. All lien waivers shall be provided in the form attached as Exhibit A.

(2) In the event Contractor fails to pay any Subcontractors, Owner shall have the right, but not the obligation, to pay the Subcontractor directly upon receipt of a lien waiver from the Subcontractor, and subtract the amount paid from the Contract Sum.

i. Any payments made by Owner pursuant to this paragraph will be subject to a reasonable administration fee which will be deducted from the Contract Sum. Contractor shall be notified by a written statement when an administration fee is deducted from the Contract Sum.

(I) Changes.

(1) The Band's Contracting Officer may at any time, in writing, make reasonable and /or necessary changes within the general scope of the contract.

(2) If any change is requested by the Contractor that causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under the contract, the Contract Officer is authorized to make an equitable adjustment of a maximum of five percent (5%) in the contract sum. An equitable adjustment will be a fair adjustment made within a reasonable time. Adjustment of a contract in excess of five percent (5%) of the

Contract sum must be approved by the Band Assembly for contracts over \$100,000.00. The Contracting Officer may also make an equitable adjustment in the schedule of values. Failure of the parties to agree to any adjustment shall be covered under the Disputes Clause as a claim. However, nothing in this section or the Disputes Clause shall excuse the Contractor from proceeding on the work.

- (3) Change order mark-up limit of 10% on all labor and materials.
- (4) No payments will be made for additional work performed under the terms of this contract without written approval from the Owner prior to work being performed.

#### Section 6

#### **TERMINATION BY OWNER FOR CONVENIENCE**

- (A) The Owner may at any time and for any reason terminate this Contract for convenience. A termination notice citing this section will be delivered in writing to the Contractor's representative and will set forth a date upon which the termination will be effective.
- (B) Upon receipt of this notice from the Owner, the Contractor shall immediately cease to incur any costs that may be chargeable to the Owner under this Contract.
- (C) In a termination for convenience, the contractor shall also prepare to discontinue performance of the Work in the manner set out below.
- I. The Contractor agrees that upon receipt of notice from the Owner it shall:
    - i. cease any and all Work under the Contract in the manner directed by the Owner in the notice;
    - ii. take whatever action(s) necessary, or which may be directed by the Owner, for the protection and preservation of the Work;
    - iii. terminate all existing subcontracts and purchase orders except for work directed in the notice to be performed prior to the effective date of termination;
    - iv. enter into no further subcontracts and purchase orders; and
    - v. assign subcontracts and purchase orders to the Owner as directed.
- (D) Following a termination for convenience, the Owner shall be responsible only for payment for services rendered before the effective date of termination. The Owner agrees that it will pay the Contractor within thirty (30) calendar days from the Contractor's submission of a final Application for Payment to the OMB, if the application is approved by the Owner.
- (E) Under no circumstance shall the Owner be charged equipment rental in excess of seventy-five percent (75%) of the value of that item (or for any item with a value of \$500 or less) acquired by the Contractor to the date of termination. The Owner will not pay termination charges for any subcontracts, and the Owner shall not be liable for any lost profits or consequential damages.
- i) From this amount shall be subtracted the aggregate of all previous payments made by the Owner and other credits due to the Owner. The Owner shall be immediately refunded any amount by which payments to the Contractor exceed the amount of payment to which the Contractor is entitled.
- (F) To the extent that the Owner elects to accept legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall execute, deliver and take all steps necessary to effect the legal assignment of such subcontracts, purchase orders and agreements prior to receiving the payments referred to in this Section.

#### Section 7

## **TERMINATION BY OWNER FOR CAUSE**

- (A) The Owner may terminate this contract for cause upon default by the Contractor. Any notice of default will be delivered to the Contractor, and the Contractor's Surety, in writing. The Owner's right to terminate a contract may be exercised if the Contractor does not cure such default within ten (10) business days after receipt of notice from the Contracting Officer specifying default. More time to cure may be provided if deemed reasonable by Owner.
- (B) The Contract may be terminated for cause if the Contractor shall be deemed in default. The Contractor shall be deemed in default if the Contractor:
1. Persistently or repeatedly fails or refuses to supply enough properly skilled workers or proper materials;
  2. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and Subcontractors;
  3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction over the Work;
  4. Fails to deliver the supplies or perform the services within the time specified in the contract or any agreed upon extension;
  5. Fails to make progress, so as to endanger performance of the contract;
  6. Fails to maintain the appropriate insurance under § 13 and § 15 of this Contract;
  7. Fails to perform any of the other provisions of the contract; or
  8. Violates the requirements contained in the Mille Lacs Band of Ojibwe Commercial Practices Act, Chapter 5 regarding TERO Compliance. See 18 MLBSA § 401-428; or
  9. Is otherwise in material breach of a provision of this Contract.
- (C) Any complaint received by the Administration Policy Board regarding a contractor's failure to comply with TERO rules, will be investigated immediately. If the complaint is determined to be worthy of further consideration, the Administration Policy Board shall notify the parties of an appointed time and day for a hearing and settlement discussions. At this time, the Band may terminate the contract for convenience immediately. If settlement is not achieved, the Administration Policy Board may render its own decision based on the evidence and testimony presented. Any decision of the Administration Policy Board under this statute may be appealed to the Court of Central Jurisdiction under 24 MLBSA § 2501. If the Administration Policy Board issues a final decision rendering the complaint against the contractor unfounded, the contractor may seek reimbursement of the contract sum.
- (D) This Contract will be terminated for cause if, after written notice and hearing, the Administration Policy Board determines that the Contractor or its representative offered a gratuity to an official, agent or employee of the Band, and intended by the gratuity to obtain a contract or favorable treatment under a contract.
- (E) If the Owner terminates this contract, it may acquire supplies or services similar to those terminated to complete the Work. The Contractor will be liable to the Owner for any dollar amounts exceeding the Contract Sum for those supplies or services required to finish the Work.
- (F) When the Owner terminates the Contract for one of the reasons stated in subsections A-D of this section, the Contractor shall not receive further payment until the Work is finished.
- (G) When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner:
1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery owned by the Contractor;
  2. accept assignment of subcontracts; and
  3. finish the Work by whatever reasonable method the Owner may deem expedient.

(H) If the unpaid balance of the contract sum exceeds the costs of finishing the Work, including compensation for administrative and necessary consultant services, and other costs incurred by the Owner, then such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid shall be certified by the Owner, upon application, and this obligation for payment shall survive termination of the Contract.

(I) Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

(J) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable or justified, the termination shall be deemed a termination for convenience, and the right and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Band.

#### Section 8

#### SUSPENSION BY THE OWNER FOR CONVENIENCE

(A) The Owner may, for convenience, order the Contractor to suspend the Work for such a period of time as the Owner may deem appropriate. The suspension notice will be communicated by the Owner's representative and will be effective immediately. A confirmation of this suspension will be delivered in writing to the Contractor's representative within twenty-four (24) hours from the decision to suspend.

(B) In the event of a suspension under this section, the Contract Sum will be adjusted for increases in cost. Adjustments to the Contract Sum shall include lost profit.

(C) The Contract Time will be adjusted to coincide with any Work delay caused by suspension unless the Contract Time is subject to non-adjustment for the reasons set out below.

1. No adjustment of Contract Time shall be made to the extent that performance of the Work is, was, or would have been suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

2. No adjustment of contract time shall be made if an equitable adjustment is made under another provision of the contract.

#### Section 9

#### TERMINATION BY THE CONTRACTOR

(A) The Contractor may terminate this contract if the Work is stopped for a period of forty-five (45) calendar days through no act or fault of the Contractor, subcontractors, their agents or employees or any other persons or entities performing portions of the Work. The Contractor may also terminate the contract if the Work is stopped for a period of thirty (30) calendar days, through no act or fault of the Contractor, subcontractors, their agents or employees, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;

2. an act of government, such as a declaration of national emergency which requires all work to be stopped;

3. because the Owner has not issued a Certificate of Payment and has not notified the Contractor of the reason for withholding certifications; or

4. because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract.

(B) The Contract may be terminated if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the contractor, subcontractors, their agents, employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently

failed to fulfill the Owner's obligations under the Contract with respect to matters important to the progress of the Work.

(C) The Contractor may terminate the contract if, through no act or fault of the Contractor, subcontractors, their agents, employees or any other persons or entities performing portions of the Work under contract with the Contractor, as a result of repeated suspensions, delays or interruptions of the entire Work by the Owner, the Work is delayed for more than one-hundred percent (100%) of the total number of days scheduled for completion, or 120 working days in any 365 day period, whichever is less.

(D) If one of the reasons described in subsections (A) or (C) exists, the Contractor may, upon ten (10) calendar days written notice to the Owner, terminate the contract and seek to recover from the Owner payment for work executed and for proven loss with respect to materials, equipment, tools, construction equipment and machinery, including reasonable overhead, profits and damages.

#### Section 10

#### DISPUTE RESOLUTIONS

(A) The Contractor agrees that all disputes which arise under this Contract, to the exclusion of subsections 7(C) and 7(D), will be adjudicated in the Court of Central Jurisdiction for the Mille Lacs Band. The contractor also agrees that, by signing this contract, the contractor consents to the personal jurisdiction of the Court of Central Jurisdiction. This contract will be deemed a service contract provided for the needs of Band members. See 5 MLBSA 113(e). The Contractor agrees that all interpretations of this Contract will be based upon the laws of the Mille Lacs Band.

(B) Any claim by the contractor shall be submitted in writing to the Band's Contracting Officer for a written decision. A claim by the Band against the Contractor, to the exclusion of subsections 7(C) and 7(D), shall be subject to a written decision by the Contracting Officer.

1. "Claim" as used in this section, means a written decision, demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of the contract terms, or other relief arising under or relating to the contract.

(C) A voucher, invoice or other routine request for payment that is not in dispute when submitted is not a claim. It may be converted to a claim, by complying with the submission requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(D) The Contracting Officer's decision shall be final unless the Contractor appeals the matter within ten (10) days of the Contracting Officer's decision to the Court of Central Jurisdiction for the Mille Lacs Band. The Court shall review the decision of the Contracting Officer under an arbitrary and capricious standard.

(E) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action under the contract, and comply with any decision of the Contracting Officer or the Band's Court of Central Jurisdiction.

#### Section 11

#### ADDITIONAL REMEDIES

(A) Notwithstanding the remedies provided in other paragraphs of this Contract, the Owner reserves the right to commence legal action against the Contractor seeking monetary damages, liquidated damages, declaratory or injunctive relief as allowed by law, or any other relief in order to enforce any of its rights under this agreement.

(B) Except for defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor.

(C) If the failure to perform is caused by the default of a subcontractor and if the cause of the default is beyond the control, and without the fault or negligence of either the Contractor or the subcontractor, the Contractor shall not be liable for any excess cost for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(D) The Owner shall pay the contract sum for completed services performed and accepted. The Owner may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Owner against loss. Failure to agree on such a sum will be a dispute under the Disputes Clause.

(E) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Owner.

(F) The right and remedies of the Owner in this clause are in addition to any other rights and remedies provided by the law or under the contract.

## Section 12 JURISDICTION

The Court of Central Jurisdiction is hereby granted subject matter jurisdiction for any cause of action which arises from this contract. See 5 MLBSA 111. Contractors, by signing this agreement, consent to the personal jurisdiction and the subject matter jurisdiction of the Court of Central Jurisdiction. Contractors seeking relief for claims shall be afforded the opportunity to seek relief in tribal court only to the extent of the contents of a properly filed claim under this contract's dispute resolution section. No claims will be permitted beyond the Contract Sum.

## Section 13 INDEMNIFICATION – REIMBURSEMENT- INSURANCE – WORKERS COMPENSATION – SUBROGATION WAIVERS

(A) To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Mille Lacs Band of Ojibwe and all its members, entities, officers, agents and employees, from all suits, liens, charges (including attorneys' fees, costs & disbursements), damages, and liabilities relating to personal or bodily injury, sickness, illness, death, and damage to or destruction of property in any manner connected with the execution of the Work provided for in this Contract.

(1) Indemnification for property damage under this section consists of any work or omission of Work contracted to be done by Contractor or his subcontractors, employees, or agents.

(2) Indemnification for the aforementioned damage could also occur when the Contractor, Subcontractors or suppliers use materials, equipment, instrumentalities, or other property, regardless of whether or not harm is caused in part by a party indemnified. Excluded from this list are claims, loss, damage, costs or expenses resulting from risks that the Owner is required to insure against.

(3) The Contractor also agrees, without limiting any indemnification under subsection (1), to indemnify and hold harmless the Owner, its agents and employees, from such claims, damages, or liabilities for which the Owner, its agents and employees may be liable.

(4) The Contractor agrees to reimburse the Owner, its agents and employees for all costs and disbursements, including attorneys' fees, paid or incurred to enforce the provisions of this section.

(5) The Contractor, furthermore, agrees to obtain, maintain, and pay for such general liability coverage and endorsements (including product and completed operations coverage) as will ensure the provisions of this section.

(B) In claims against any person or entity indemnified under subsection (A) by an employee of the Contractor, a subcontractor, or anyone directly or indirectly employed by them, the indemnification obligation under subsection (A) shall not be limited by an amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

(C) To the fullest extent permitted by law, and without limiting any other indemnification obligation of the Contractor, the Contractor shall indemnify and defend the Mille Lacs Band of Ojibwe and all of its members, entities, directors, officers, assigns, lenders, agents and employees from any claims, liens, charges (including attorneys' fees), or encumbrances (including but not limited to mechanic's liens or bond claims) in connection with the performance of the Work. This indemnification shall not include instances where the Owner has failed to make payments when required under the Contract Documents. The Owner shall be entitled to recover from the Contractor all costs and expenses incurred in enforcing this Agreement, including attorneys' fees. Upon request of the Owner, the Contractor shall within 60 days remove any liens filed against the Owner or its property. If the Contractor fails to remove the liens, then the Owner is authorized to remove or satisfy any such liens, and the Contractor shall pay to the Owner all costs and damages incurred. The Contractor is not required to insure over the indemnity obligations to the extent such obligations are imposed in this subsection (C).

#### Section 14

#### BONDING REQUIREMENT

a. In construction contracts that are federally funded or deemed commercial, bonding is required. These types of contracts shall demand a performance bond of not less than twenty percent (20%) of the total contract price, but not to exceed \$500,000.00. A performance bond requirement is to ensure that, if a contractor defaults, the Band may request that the surety pay the expenses incurred to complete the construction contract.

b. In addition, all construction contracts identified as federally funded or commercial, shall be covered by a payment bond equal to one payment installment to cover subcontractors/ suppliers as determined by the Contracting Officer or his agents. The payment bond must contain language stating that if the contractor fails to make a payment to its subcontractors/suppliers, the surety will make the necessary payment.

c. For all Band funded residential construction projects, a performance bond is required for contracts in excess of \$50,000.00. The performance bond shall be at a minimum twenty (20%) percent of the contract price, but not in excess of \$500,000.00.

*See Miller Act, 40 U.S.C. 3131 – 3134. See also 7 MLBSA 17 (amended Oct. 14, 2005).*

#### Section 15

#### CONTRACTOR'S LIABILITY INSURANCE

(A) The Contractor shall purchase and maintain from a state authorized company such insurance as will protect the Contractor, defined as the business owner and personnel, from such claims set forth below and for which the Contractor may be legally liable:

(1) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

- (2) claims for damages because of bodily injury, sickness, disease, or death of the Contractor's employees;
- (3) claims for damages because of bodily injury, sickness, or death of any person other than the Contractor's employees;
- (4) claims for damages insured by usual personal injury liability coverage;
- (5) claims for damages, other than to the Work itself because of destruction of tangible property, including loss of use.
- (6) claims for damages because of bodily injury, death of a person or property damage arising out of use of a motor vehicle;
- (7) claims for bodily injury or property damage arising out of completed operations; and
- (8) claims involving contractual liability insurance applicable to the Contractor's obligations under Indemnification subsection (A).

(B) The insurance required by this section shall be written for coverage seen in subsection (C) or otherwise as required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until either the date when coverage ends or one year after project completion whichever is later.

(C) The insurance provided by the Contractor shall be written for not less than the following, or greater if required by law: Workers' Compensation - (Policy to include a waiver of subrogation in favor of the Owner.) Employer's Liability - Bodily injury by accident - \$500,000 each accident; bodily injury by disease - \$500,000 contract limit; bodily injury by disease - \$500,000 each employee. Commercial General Liability - (without limit to Premises Operations; Independent Contractors; Contractual Liability; Products and Completed Operations; Explosion, Collapse and Underground Liability ("XCU")); Broad Form Property Personal Injury and Advertising Liability (employment exclusion deleted; Incidental Medical Malpractice; Amendment of Pollution Exclusion-hostile fire; Cross-liability and severability of interest; Minimum Coverage \$1,000,000 C.S.L. Commercial Automobile Coverage \$1,000,000 D.S.L. All of the above insurance shall be on an occurrence policy form. The Contractor shall maintain the required insurance continuously before commencing work to a period of at least twelve months after final completion. The Contractor's Contractual Liability Insurance shall cover the Contractor's obligations under Indemnification subparagraph (1) and any other contractual defense or indemnity obligation of the Contractor under this contract.

(D) The Contractor shall not allow insurance required by this Agreement to lapse, be cancelled, be reduced in limits or coverage, non-renewed, materially changed or have restrictive modifications added during the life of the Agreement. All insurance policies and certificates of insurance shall contain a provision that afforded coverage shall not be cancelled, reduced in limits of coverage, materially changed, or have restrictive modifications added, without sixty (60) days prior written notice to the Owner. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the Work. Failure of the Owner to object to a lack of a Certificate of Insurance or to the coverages indicated thereon or provided by the Contractor shall not constitute a waiver by the Owner of any of the Contractor's obligations. If insurance coverage is required to remain in force after final payment and is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the close-out documentation. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, shall be furnished by the Contractor to the Owner with reasonable promptness.

(E) Commercial General Liability insurance required to be provided by the Contractor shall include the Owner as a named additional insured using ISO Form 2010. Policies for such insurance shall provide that such insurance is primary.

(F) In the event the Contractor fails to procure or maintain any insurance coverage required under this Agreement, the Owner may either purchase such coverage and deduct the cost thereof from any monies due to the Contractor, or suspend/terminate this contract.

(G) Compliance by the Contractor with the foregoing insurance requirements shall not relieve it from liability for amounts in excess of the limits of insurance.

(H) The Contractor and any of its subcontractors, sub-subcontractors, agents and employees shall waive any of their subrogation rights on their Workers' Compensation Policy in favor of the Owner. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though they would otherwise have a duty of indemnification, did not pay the insurance premium and irrespective of an insurable interest.

#### Section 16

#### WAGES, HOURS, AND SAFETY

##### (A) Labor Standards, Hours and Wages

All contracts in excess of \$5,000, related to the Work and involving employment for construction must comply with federal and state labor laws, wherever applicable. Specifically, contractors, subcontractors and other contract parties shall comply with the Contract Work Hours and Safety Standards Act (CWHSSA) (40 U.S.C. § 3701 *et seq.*), the Fair Labor Standards Act (FLSA) of 1938 (29 U.S.C. § 201 *et seq.*) and the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101) *whenever Federal dollars are used in the construction contract process.*

(1) Under the requirements of Subsection (A), each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one half (1 ½) times the basic rate of pay for all hours worked in excess of eight (8) hours in a calendar day or forty (40) hours in the work week. The Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. *See 7 MLBSA § 19(e).*

(2) All construction contracts, regardless of the source of the contract's funding, must comply with the Davis-Bacon Act (40 U.S.C. § 276(a) *et seq.*). Under the Act, laborers and mechanics must be paid no less than the minimum wage as determined by the Secretary of Labor. All contracts over \$75,000.00, regardless of funding, must comply with COMMUNITY DEVELOPMENT COMMISSIONER'S ORDER 001-06, dated October 30, 2005.

(3) Every contractor and subcontractor, regardless of the source of the contract's funding, will be prohibited from inducing a person employed in the construction, prosecution, completion or repair of any public works project to give up any compensation to which they are entitled in exchange for the award of any Band construction contract. *See Copeland "Anti-Kickback Act" (40 U.S.C. § 276(c)). The Mille Lacs Band will prosecute and report all suspected or reported violations to appropriate law enforcement officials. See 7 MLBSA § 19(c).*

##### (B) Environmental Compliance

(1) Contracts in excess of \$10,000.00 shall require compliance with all codes of federal regulations and all applicable standards regarding environmental protections. Violations and suspected violations will be reported by the Owner to the BIA and the EPA.

(2) In addition to the requirement set forth in subsection (1), contracts and subcontracts in excess of \$100,000.00 require compliance with all applicable standards or requirements issued under the Clean Air Act (42 U.S.C. § 7401-7661 *et seq.*). Contracts in excess of \$100,000.00 must also comply with the Clean Water Act (33 U.S.C. § 1251) and United States' Executive Order 11738. United States' Executive Order 11738 is a declaration that governs the administration of the Clean Air Act in connection with federal grant construction projects. This Executive Order requires the reporting of violations by the Owner to the grantor agency. See also 7 MLBSA § 19(h).

(3) Compliance for all Contracts shall be required regarding mandatory standards and policies for energy efficiency requirements under the Energy Policy and Conservation Act (42 U.S.C. § 6201 *et seq.*)

(4) In addition, all contracts with the Band as the Owner shall comply with Tribal Law regarding protection of Tribal Cultural Resources (10 MLBSA § 2-5, 301-313) and Environmental Law (11 MLBSA § 103-123). No contractor or subcontractor shall be permitted to use hazardous materials in their construction efforts. Hazardous materials shall be defined as asbestos, toxic chemicals, waste, acids, alkalis, irritants, contaminants or other pollutants.

#### (C) Construction Compliance

(1) The contractor, subcontractor, agents and employees associated with the Work, shall comply with the Fair and Equitable Housing Act (42 U.S.C. § 3601 *et seq.*) as well as the Equal Credit Opportunity Act (15 U.S.C. § 1691). Compliance shall be required for minimum wage and maximum labor hours, "in any agreement relating to a federal, state or agency financial assistance housing program." See FAIR AND EQUITABLE HOUSING ACT (42 U.S.C. § 3601 §§ 114.14).

(2) The contractor, subcontractor, agents and employees associated with the Work, shall comply with ISO Rules and the Federal Building Codes (10 C.F.R. § 434, 10 C.F.R. § 435). In addition, the contractor, subcontractor, agents and employees associated with the Work, shall comply with Minnesota state law regarding building codes. Contractors, subcontractors, employees and agents shall be responsible for compliance with the Administration of State Building Codes (MN Rules Chapters 1300.0100 – 1300.6300; 1303.1600; 1303.1900; 1305.0010-.7100; 1309.0010 -.0703), the Minnesota Plumbing Code (MN Rules Chapters 4715.0100 – 4715.6000) and the Minnesota Energy Code (MN Rules Chapters 7670.0100 – 7670.1115). Finally, the contractor, subcontractor, agents, employees and others associated with the Work, shall be responsible for familiarity and compliance with the International Building Codes (I.B.C. Rules 101.3 – 3401.3), the International Residential Codes (I.R.C. Rules R302 – P2902) and the International Fuel and Gas Codes (I.F.G.C. Rules 106.1 – 506.3 *et seq.*).

(3) Acceptance of Nonconforming Work. If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

#### Section 17 WARRANTIES

The Contractor shall provide to the Owner any commercial warranty normally offered to the public. The Owner will not accept delivery of supplies and equipment "as is" unless the Contracting Officer has previously agreed in writing to accept supplies in such condition. The Contractor shall comply with the Minnesota Statute on Warranties (MN STAT. § 327B.02, 327B.03) and Housing Warranties (MN STAT. § 327A.01 – 327A.05). In addition, the Contractor shall comply with Minnesota state law regarding contractor licensing (MN STAT. § 327B.04 – 327B.09). Finally, the Contractor shall comply with Band

law regarding Commercial Practices (18 MLBSA § 1-10, 101-112, 301) and Procurement of Construction Contracts (7 MLBSA § 1-36).

Section 18

**COVENANT AGAINST CONTINGENT FEES**

The Contractor warrants that no person or selling agency has been retained to solicit or obtain this Contract upon an agreement or understanding for a commission, brokerage or contingent fee, except a bona fide employee or bona fide established selling agent maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Band shall have the right to terminate the Contract without liability and separate from the termination sections listed previously in this Contract. In this instance, the Band shall be able to deduct from the contract sum or otherwise recover the full amount of such commission.

Section 19

**PATENTS AND COPYRIGHTS**

This Contract is subject to all Mille Lacs Band requirements and regulations pertaining to reporting and copyright/patent rights under any contract for research, development, experiments, or demonstration work, and with respect to any discovery or invention which arises in the course of such contract. See 7 MLBSA § 19(f).

Section 20

**INDIAN PREFERENCE**

(A) A contractor shall give preferential employment under the contract, including subcontracts, to Band members and qualified Indians. Qualified Indians are persons defined under 25 C.F.R. § 273.2(j), see below, that meet posted or available job requirements. *Andrus v. Glover Construction Co.*, 446 U.S. 608 (1980) (footnote 3, citing 20 BIAM Bull. 1 (March 3, 1976)); See also 25 C.F.R. § 162.5a (1978); 41 C.F.R. § 14H-3.215-70 (1977).

An Indian is defined under the Indian Self-Determination and Education Assistance Act as a person who is a member of an Indian tribe. 25 C.F.R. § 273.2(j). The Act also defines Indian tribes as, "any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 688), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians." 25 C.F.R. § 273.2(g).

Contractor shall also provide employment and training opportunities to Indians regardless of age, religion or sex that are not fully qualified to perform under the contract where such would be consistent with contract performance. The contractor shall comply with all Indian preference requirements established by the Mille Lacs Band. Failure to comply with these requirements may lead to termination for cause under section 8 of this contract. See 18 MLBSA § 401-428; 7 MLBSA § 21-24; see also INDIAN SELF-DETERMINATION AND EDUCATION ASSISTANCE ACT, 25 C.F.R. § 273.45; see also Housing and Urban Development (HUD) Act of 1968 (12 U.S.C. § 1701(3) and 25 C.F.R. § 135).

(B) Indian Preference shall mean awarding a contract or a subcontract with a priority first given to qualified Mille Lacs Band Members. The second priority shall be given to qualified members of other federally recognized Indian tribes. The third priority will be given to all other non-Indian persons. See 25 U.S.C. § 450e; See also MLB EXECUTIVE ORDER 122-97, August 19, 1997.

(C) If a contractor or any of its subcontractors are unable to fill employment openings after giving full consideration to Indians as required in subsection (A), these employment openings may then be filled by other persons under the conditions set forth in the Equal Employment Opportunity clause of the contract. The contractor agrees to include this clause or one similar in all subcontracts issued under the contract.

(D) Indian Preference shall also mean that contracts bid by Band member contractors that are within 10% of the lowest competitive bid shall be given the opportunity to negotiate an acceptable bid. *See* 25 U.S.C. § 450e.

#### Section 21 EQUAL OPPORTUNITY

During the performance of a contract and after complying with the Indian Employment Preference clause of the contract the contractor agrees as follows:

(A) The contractor will not discriminate against any employee or applicant for employment because of race, age, religion or sex. The contractor will take affirmative action that applicants are employed and that employees are treated during employment without regard to their race, age, religion or sex. Such action shall include, but not be limited to the following: Employment upgrading; demotion or transfer; layoff or termination; rates of pay or other forms of competition.

(B) The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, religion or sex.

(C) The contractor will include provisions of these sections in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Mille Lacs Band may direct to enforce such provisions, including sanctions for non-compliance. *See* Indian Self-Determination Act (25 C.F.R. § 450e). If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor *may request* the Mille Lacs Band to enter such litigation to protect the interest of the Mille Lacs Band. However, nothing in this paragraph shall be construed as a waiver of sovereign immunity of the Mille Lacs Band of Ojibwe in any court of competent jurisdiction.

(D) If no Indian business is available under the conditions of subsection (B), then the contractor agrees to accomplish the maximum amount of subcontracting with small or minority businesses if available.

#### Section 22 USE OF INDIAN BUSINESSES

(A) As used in this section, the term "Indian Businesses" means Indian organizations or an Indian owned economic enterprise as defined in the code of Federal Regulations or the laws of the Mille Lacs Band. *See* INDIAN BUSINESS DEVELOPMENT PROGRAM (25 C.F.R. § 286.1 – 286.22).

(B) The contractor agrees to give preference to qualified Indian businesses in the awarding of any subcontracts entered into under this contract. The contractor shall comply with any preference requirements regarding Indian businesses established by the Mille Lacs Band.

#### Section 23 BUY INDIAN PROVISIONS

All contractors and subcontractors who conduct business on lands under the jurisdictions of the Mille Lacs Band of Ojibwe pursuant to a contract or subcontract with the Band shall comply with the provisions of the Buy Indian Act (25 U.S.C. § 47).

Section 24

**ASSIGNMENTS**

No contract or subcontract awarded by the Mille Lacs Band of Ojibwe or any of the rights or interests or obligations therein may be assigned without the written approval of the Contracting Officer.

Section 25

TAXES

- A) The Owner is exempt from Minnesota State Sales Tax. For the purchase of supplies for construction, the Owner shall be the consumer and the state tax exemption will apply. The Owner shall provide the successful Contractors with a copy of their exemption certificate. Contractors must supply this copy when purchasing materials for construction, as well as Form ST8TG from the Minnesota Department of Revenue. *See also MN STAT § 297.71-.74.* Once the Contractor completes the purchase, the Contractor shall supply the Owner with copies of the Form ST8TG and other documentation of material costs. This exemption does not apply for the purchase of materials in road construction. 22 MLBSA § 508.
- B) The Administrative Policy Board may assess an Employment Rights Fee for the following:
  - 1) Contractors and subcontractors receiving contracts of \$100,000.00 or more shall pay 0.5% of the total contract sum pursuant to 22 MLBSA § 601. *See also 18 MLBSA § 417.*
- C) Contractor must also comply with the following:
  - 1) The Contractor has met the hiring goals of the TERO Compliance Officer, or
  - 2) The TERO Compliance Officer determines that the Contractor has made a substantial effort to train and employ Indian workers. 18 MLBSA § 401-428.

Section 26

UTILITIES

Contractors shall pay utility bills associated with the work at the construction site until the Contract has been closed out. The contract will be deemed finished and closed out when keys are turned in and punch list items completed.

Section 27

AUDIT

- A) To the extent required by law, the contractor agrees that the Mille Lacs Band, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audits, examination, excerpts and transcriptions. The Contractors shall maintain all records kept in the normal course of business for three years after the Mille Lacs Band makes final payments and all other pending matters are closed.
- B) In addition, for the sake of potential audits, please include documentation of all physical changes to the Work in the project's close-out documentation.

Section 28

AMENDMENT

This Contract may be amended or modified only by a written instrument, added as an addendum and consecutively numbered. Each addendum must be signed by the parties, and approved, if necessary, by the Mille Lacs Band, through the Mille Lacs Band of Ojibwe's Band Assembly.

Section 29

SEVERABILITY

If any provision of this contract, or its application to the Owner and the Contractor is held invalid, the remainder of the contract and the application of other provisions to the Owner and the Contractor shall not be affected.

**Section 30**

**RATIFICATION**

This contract is effective and enforceable once it is finally ratified by the Band Assembly pursuant to 3 MLBSA § 2(f) cited below.

The Band Assembly shall have power:

- (f) To ratify agreements, contracts, cooperative and reciprocity agreements and memoranda of understanding.

**Section 31**

**SOVEREIGNTY AND WAIVER OF RIGHTS**

Any waiver regarding this contract must be explicit, written and authorized by the Owner; nor will provisions in § 12 of this contract waive the Sovereign Immunity of the Mille Lacs Band of Ojibwe. Furthermore, claims beyond the scope of this Contract will not be permitted. Injunctive relief is an acceptable alternative. This contract will not govern any separate bonding agreement. Nothing else in this contract shall be construed as a waiver of sovereign immunity of the Mille Lacs Band of Ojibwe in the Court of Central Jurisdiction. *See 2 MLBSA § 5.* Nothing in this contract shall be construed as a waiver of sovereign immunity of the Mille Lacs Band of Ojibwe in any other court of competent jurisdiction. *See 2 MLBSA § 5.* Any waiver of rights by the Owner, under this Contract, in one single instance, does not create a continuous and overall waiver of rights. *See 2 MLBSA § 5.*

**Section 32**

**ENTIRE AGREEMENT**

(A) This Contract, including Forms and Addenda, constitutes the entire agreement between the parties regarding this subject matter. No representations have been made by any party, or any agent of any party, other than the terms and conditions set forth in this document. All prior and contemporaneous conversations, possible and alleged agreements, representations, covenants or omissions concerning the subject matter are void and have not been relied upon in any way by the Owner and the Contractor.

(B) The terms and conditions of this Contract are contractual in nature, and not a mere recital. This Contract shall constitute a legal, valid, and binding obligation of the parties, enforceable in accordance with its terms, and shall inure to the benefit of the parties.

This Contract is entered into as of the day and year first written above and is executed in at least three (3) original copies, of which one is to be delivered to the Contractor, and the remainder to the Owner.

IN WITNESS WHEREOF, we, the undersigned, have executed this Contract on the dates indicated below.

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Commissioner of Community Development

Dated: 3/27/13 By: \_\_\_\_\_  
Contractor: Nelson-Derenstrom Construction, LLC.  
Contractor or his/her Representative

OMB approval: [Signature] Dated: 3/25/13

OSG approval: [Signature] Dated: 3/28/13

**RATIFICATION**

Pursuant to the provisions of 3 MLBSA §2(f), this Contract was presented to the Band Assembly and is ratified on \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Curt Kalk  
Speaker of the Assembly

1438

2013 Bid Tally Sheet  
 D2 East Lake Remodel Package #1

20-Mar-13

Mille Lacs Band of Ojibwe

Present:

Shawn Coons

Travis Lund

Erik Parsons

BIDDERS	Base Price	Alt #1	Alt. #2	Unit Price #1	Unit Price #2	Comments
Nelson Design	124,250 <sup>00</sup>	3500 <sup>00</sup>	5500 <sup>00</sup>			Liability Needs to be updated
First Cont.	137,500 <sup>00</sup>	1425 <sup>94</sup>	5320 <sup>00</sup>			No General Vendor Lic.
RJR Landscapes	134,700 <sup>00</sup>	3500 <sup>00</sup>	6500 <sup>00</sup>			Contractor Lic.

2/27/13

#4

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INTEROFFICE MEMORANDUM

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**TO:** ADMINISTRATION POLICY BOARD  
**FROM:** AMY DOYLE, DIRECTOR OF TRIBAL CHILD SUPPORT ENFORCEMENT  
**SUBJECT:** APPROPRIATION OF GRANT AWARD FUNDS  
**DATE:** 3/29/2013

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The Child Support office is requesting appropriation of the rest of the 2013 fiscal year grant award. Since 10/1/2012 we have appropriated \$257,896 through APB the first part of the year. We are requesting the remainder of the annual award be appropriated to allow for proper fund allocations and to avoid turning back unused funds at the end of the fiscal year. See attached memo.

#4

Mille Lacs Band of Ojibwe

Date 3/29/2013

Budget Revision

Department 100-221

Program Name Child Support Enforcement

Source of Revenue	Check on	Amount	Check on	Revision Type
Federal Grant		211,006.00		Appropriation Remainder Funds - 2013
State Grant		-		
Private Grant		-		
Net Revenue		-		
Carryover		-		
Program Transfer		-		
Income		-		
Total Revenue		-		

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salary	4000	26,223.20	120,000.00		146,223.20
Health	4105	6,781.88	22,000.00		28,781.88
Life	4106	130.40	500.00		630.40
Disability	4107	293.81	1,500.00		1,793.81
Dental	4108	780.56	200.00		980.56
Work Comp	4109	426.40	200.00		626.40
Unemployment	4110	(452.66)	2,000.00		1,547.34
Retirement	4111	1,576.73	2,300.00		3,876.73
FICA E/S	4112	1,125.21	6,500.00		7,625.21
Contract Services	4300	6,085.00	4,500.00		10,585.00
Local Milage	4400	2,147.52	606.00		2,753.52
Non- Local Travel	4450	2,110.56	18,000.00		20,110.56
Communication	4500	214.60	600.00		814.60
Postage	4550	433.32	800.00		1,233.32
Training	5000	454.98	2,800.00		3,254.98
Office Supplies	6100	1,108.51	3,000.00		4,108.51
Program Supply	6200	1,700.00	500.00		2,200.00
Printing/Copy	6300	1,500.00	1,000.00		2,500.00
Program Supplies other	6401	308.46	1,500.00		1,808.46
Equip Lease/Repair	6600	1,035.21	2,000.00		3,035.21
Equip O & M	6720	2,000.00			2,000.00
Program Activities	6800	1,000.00	500.00		1,500.00
Small Equipment	7000	2,000.00			2,000.00
Equipment	7100	-			
IDC	9010	19,399.74	20,000.00		39,399.74
<b>Totals:</b>		<b>\$ 78,383.43</b>	<b>\$ 211,006.00</b>		<b>289,389.43</b>

M. L. M... 3/29/13  
 Commissioner Signature Date

RON 4/15/13  
 Board Chair Signature Date

100 GENERAL FUND  
 X

ACCOUNT DESCRIPTION	BUDGET	MONTH TO DATE EXPENDITURES	YEAR TO DATE EXPENDITURES	Fiscal year thru period ending 03/31/2013		AVAILABLE BALANCE	% USED
				OUTSTANDING P.O.	COMMITMENTS		
100 221 3300 0000 CS ENFORCE FED GRANT REVENUE	257,896.00	.00	.00	.00	.00	257,896.00	.00
Total Revenue	257,896.00	.00	.00	.00	.00	257,896.00	.00
100 221 4000 0000 CS ENFORCE SALARIES	124,000.00	20,471.44	97,776.60	.00	.00	26,223.20	.79
100 221 4105 0000 CS ENFORCE HEALTH INSURANCE	26,944.00	3,287.02	20,162.12	.00	.00	6,781.88	.75
100 221 4106 0000 CS ENFORCE LIFE INSURANCE	665.00	90.30	534.60	.00	.00	130.40	.80
100 221 4107 0000 CS ENFORCE DISABILITY INSUR	1,900.00	231.14	1,606.19	.00	.00	293.81	.85
100 221 4108 0000 CS ENFORCE DENTAL INSURANCE	1,200.00	102.75	419.44	.00	.00	780.56	.35
100 221 4109 0000 CS ENFORCE WORK COMP	920.00	102.10	493.60	.00	.00	426.40	.54
100 221 4110 0000 CS ENFORCE UNEMPLOYMENT	950.00	460.61	1,402.66	.00	.00	(452.66)	1.48
100 221 4111 0000 CS ENFORCE RETIREMENT	5,360.00	757.60	3,783.27	.00	.00	1,576.73	.71
100 221 4300 0000 CS ENFORCE FTCA E/S	8,300.00	1,512.99	7,174.79	.00	.00	1,125.21	.86
100 221 4460 0000 CS ENFORCE CONSULTING/REMO	21,209.00	.00	6,934.00	.00	8,190.00	6,085.00	.71
100 221 4460 0000 CS ENFORCE LOCAL HI LEASE	2,900.00	151.42	752.48	.00	.00	2,147.52	.26
100 221 4450 0000 CS ENFORCE HIGH LOCAL TRAVEL	3,400.00	454.80	1,289.44	.00	.00	2,110.56	.39
100 221 4500 0000 CS ENFORCE COMMUNICATION	500.00	49.49	285.40	.00	.00	214.60	.57
100 221 4550 0000 CS ENFORCE POSTAGE	1,500.00	.00	1,066.68	.00	.00	433.32	.71
100 221 5000 0000 CS ENFORCE TRAINING	1,200.00	.00	745.02	.00	.00	454.98	.62
100 221 6100 0000 CS ENFORCE OFFICE SUPPLY	7,700.00	.00	3,704.12	2,887.37	.00	1,108.51	.86
100 221 6200 0000 CS ENFORCE PROGRAM SUPPLY	1,700.00	.00	.00	.00	.00	1,700.00	.00
100 221 6300 0000 CS ENFORCE PRINTING	1,500.00	.00	.00	.00	.00	1,500.00	.00
100 221 6401 0000 CS ENFORCE OTHER PROG. SUPP	2,500.00	16.65	2,071.55	119.95	.00	308.46	.88
100 221 6600 0000 CS ENFORCE EQUIP LEASE/REP	2,800.00	.00	1,764.79	.00	.00	1,035.21	.63
100 221 6720 0000 CS ENFORCE VEHICLE/EQUIP MA	2,000.00	.00	.00	.00	.00	2,000.00	.00
100 221 6800 0000 CS ENFORCE PROGRAM ACTIVITY	1,000.00	.00	.00	.00	.00	1,000.00	.00
100 221 7000 0000 CS ENFORCE SHAL EQUIPMENT	2,000.00	.00	.00	.00	.00	2,000.00	.00
100 221 9010 0000 CS ENFORCE INDIRECT COSTS	35,748.00	.00	16,348.26	.00	.00	19,399.74	.46
Total Expenditure	257,896.00	27,788.31	168,315.21	3,007.36	8,190.00	78,383.43	.70
	.00	(27,788.31)	(168,315.21)	(3,007.36)	(8,190.00)	179,512.57	.00



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

370 L'Enfant Promenade, S.W., Washington, DC 20447 [www.acf.hhs.gov](http://www.acf.hhs.gov)

March 22, 2013

Mille Lacs Band of Ojibwe Indian Reservation  
c/o Marge Anderson  
Workforce Development Center/TSCP  
43408 Oodena Drive  
Onamia, MN 56359

RE: Letter confirming annual funding amount

Dear Ms. Anderson:

I am writing to confirm your annual budget amount for your grant 13IDMN4005. According to our records the Tribe has been approved to receive a total amount of \$468,902 in federal funding in federal fiscal year 2013.

The funding process for ACF results in an apportionment of funding for the tribal awards and the computation process relies on the computation sheet. In the future you may refer to your computation sheet for this information as it is considered an official ACF source document upon which your awards are based.

If you have any concerns or questions please feel free to contact Matthew McMahon at: [matthew.mcmahon@acf.hhs.gov](mailto:matthew.mcmahon@acf.hhs.gov).

Sincerely,

Patrick Wells  
Director  
Division of Mandatory Grants

cc

Paige Hausburg, Tribal Coordinator, Office of Child Support Enforcement  
Eric Staples, Region 5 Grants Officer, Office of Grants Management  
Matthew McMahon, Financial Management Specialist, Division of Mandatory Grants

#5

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## APB REQUEST INTEROFFICE MEMORANDUM

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**TO:** Admin Policy Board  
**FROM:** Denise Sargent, EC Coordinator *DS*  
**SUBJECT:** Appropriation of Title VI Grant  
**DATE:** April 2, 2013  
**CC:** Sam Moose, Commissioner of HHS  
Ginger Weyaus, Executive Director of HHS

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Elder Care is requesting appropriation of approval for Title VI grant in the amount of \$37,670.00. To be applied to the social nutrition 451 budget.

Attached is the Budget Revision Spreadsheet.

As always your assistance approval is greatly appreciated.

Any questions please contact Denise Sargent at ext. 7854


Mii Gwetch

Budget Revision Spreadsheet

#15

Mille Lacs Band of Ojibwe		Date		4/2/2013	
Budget Revision					
Department	451				
Program Name	Social Nutrition				
Source of Revenue	Check OFF	Amount	Check OFF	Revision Type	
Federal Grant		37,670.00		Increase In Revenue and Expenditures	
State Grant		-		Contingency Fund Utilization	
Net Revenue		-		Increased Expenditures without	
Carryover		-		Increase in Revenue	
Program Transfer		-			
Income		-			
Total Changes		37,670.00			

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	3,950.00	-	-	3,950.00
Health	4105	-	-	-	-
Life	4106	-	-	-	-
Disability	4107	173.00	-	-	173.00
Dental	4108	-	-	-	-
Work Comp	4109	-	-	-	-
Unemployment	4110	63.00	-	-	63.00
Retirement	4111	1,500.00	-	-	1,500.00
FICA E/S	4112	302.00	-	-	302.00
		-	-	-	-
Contract Services	4300	-	-	-	-
Local Millage	4400	-	-	-	-
Non- Local Travel	4450	-	-	-	-
Communication	4500	-	-	-	-
Postage	4550	-	-	-	-
Training	5000	-	-	-	-
Misc.	5700	-	-	-	-
Contingency Acct.	5799	-	-	-	-
Supplies	6100	-	-	-	-
Insurance	6120	-	-	-	-
Office Supplies	6200	-	-	-	-
Print/copy	6300	-	-	-	-
Food supplies	6400	20,000.00	-	-	20,000.00
Kitchen Supplies	6041	4,687.00	-	-	4,687.00
Equip./Lease Repair	6500	-	-	-	-
Building Maint.	6600	-	-	-	-
Utilities	6700	-	-	-	-
Vehicle/Equip. Maint.	6720	-	-	-	-
Program Activities	6800	-	-	-	-
Small Equip.	7000	-	-	-	-
Equipment	7100	-	-	-	-
Construction	7200	-	-	-	-
		-	-	-	-
IDC	9010	6,995.00	-	-	6,995.00
Totals:		\$ 37,670.00	\$ -	\$ -	37,670.00


4/11/13
RTN
4/15/13  
 Commissioner Signature      Date      Administration Policy Board      Date



Notice of Award

**Older Americans Act Title VI, Part A – Grants for Native Americans**

**Grantee:**  
Chairperson  
Mille Lacs Band of Ojibwe  
43408 Oodena Drive  
Onamia, MN 56359

**Date:**  
April 1, 2013

**Grant No.:** 1110MNT6NS\* **Seq. No.:** 2013 / 1  
**Award Instrument:** Grant  
**Budget Period:** 04/01/2011 – 03/31/2014\*  
**Project Period:** 04/01/2011 – 03/31/2014

**Award Authority:** P.L. 109-365

**EIN:** 1-411661577-A2  
**DUNS:** 043482988

<b>CFDA Program Title</b>	<b>Award This Action</b>	<b>Cumulative Grant Award to Date</b>	<b>Appropriation</b>	<b>Object Class Code</b>
93.047: Grants for Native Americans	\$37,670	\$203,000	75-3-0142	41.15
<b>Total</b>	<b>\$37,670</b>	<b>\$203,000</b>		

**General Terms and Conditions:**

1. The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require: (1) the Older Americans Act Amendments of 2006, as amended; (2) other applicable Federal statutes and their implementing regulations; (3) program regulations; and (4) terms and conditions of award.
2. This grant award is issued under the authority of the Older Americans Act Amendments of 2006, as amended, P.L. 109-365. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved application and will comply with the terms and conditions and other requirements of this award. The terms and conditions can be found on the ACL website: [http://acl.gov/Funding\\_Opportunities/Grantee\\_Info/Terms.aspx](http://acl.gov/Funding_Opportunities/Grantee_Info/Terms.aspx) as well as the HHS Grants Management website: <http://dhhs.gov/asfr/oqapa/aboutoq/grantsnet.html>.
3. This grant is subject to the requirements of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments under Title 45 Code of Federal Regulations, Part 92 or the Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations under Title 45 Code of Federal Regulations, Part 74, as applicable.
4. A Program Performance Report (PPR) is due annually. The report is due within 90 days of the end of the budget period (June 30th).

5. \* **NEW:** This grant action is issued as a supplemental award to the Fiscal Year 2011 grant and is effective April 1, 2013. The supplemental funds cannot be utilized/obligated until after April 1, 2013. The budget period has been extended to 3/31/2014 (a 36-month period). If there is an unobligated balance at the end of 3/31/2013 (from your FY2011 and FY2012 awards), you are required to identify the unobligated amount on line 10.h. of the SF-425 and provide or attach a brief explanation as denoted in "Box 12. Remarks" near the bottom of the SF-425. This report shall reflect cumulative expenditures for the project period identified above and the second annual report is due on or before 7/30/2013. The SF-425s and PPRs submitted to ACL will be closely monitored to ensure accurate reporting of expenditures and program accomplishments. No carryover requests will be required within the 3-year project period. For more detailed information, please check the following websites:

[http://www.aoa.gov/AoARoot/Grants/Reporting\\_Requirements/TitleVI\\_Changes.aspx](http://www.aoa.gov/AoARoot/Grants/Reporting_Requirements/TitleVI_Changes.aspx) or  
<http://olderindians.aoa.gov/>.

The SF-425 is downloadable from

[http://acl.gov/Funding\\_Opportunities/Grantee\\_Info/Reporting.aspx](http://acl.gov/Funding_Opportunities/Grantee_Info/Reporting.aspx) and can be submitted online at [www.aoa.gov/title\\_vi.aspx](http://www.aoa.gov/title_vi.aspx), as a PDF or excel form to [grants.office@acl.hhs.gov](mailto:grants.office@acl.hhs.gov), or through the U.S. mail addressed to ACL. Complete all lines as appropriate.

6. The award term for Federal Financial Accountability and Transparency Act (FFATA) subaward and executive compensation reporting requirement is located at <http://www.aoa.gov/AoARoot/Grants/FFATA/Index.aspx>.
7. All recipients must update and maintain their annual registration with the System for Award Management (SAM), and ensure that SAM registration information and DUNS information are both current. Failure to do so may negatively affect the issuance of future awards. Recipients are encouraged to require subawards/subcontractors to update and maintain their registrations as well. Detailed Information is located at: <http://www.sam.gov>.
8. The general provisions from The Consolidated Appropriation Act, 2012 (P.L. 112-74) enacted on December 23, 2011 remain in effect for all awards funded with FY12 or FY13 appropriations issued on or after December 23, 2011 and can be found on the AoA website: <http://www.aoa.gov/AoARoot/Grants/Terms/CAA.aspx>.
9. All previous terms and conditions remain in effect unless revised by this Notice of Award.

**Remarks:**

1. This Title VI grant award has been approved for the current budget period in the amount shown above. This award represents FY 2013 funding under the current Continuing Resolution (PL 112-175).
2. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. **When requesting payment from PMS, please use your P account login and reference the sub-account code "T6PARTAB11" for payment.** Inquiries regarding payments should be directed to Program Support Center/Division of Payment Management (PSC/DPM), DHHS, Post Office Box 6021; Rockville, MD 20852; 1-877-614-5533, [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov).

**ACL Contact Information:**

**ACL Regional Administrator**

Name: Jim Varpness  
 Telephone: (312) 938-9857  
 E-mail: [jim.varpness@acl.hhs.gov](mailto:jim.varpness@acl.hhs.gov)

**ACL Fiscal Award Administrator**

Name: Alice Kelsey  
 Telephone: (312) 938-9860  
 E-mail: [alice.kelsey@acl.hhs.gov](mailto:alice.kelsey@acl.hhs.gov)



ACL Authorizing Official



Funds Certifying Official



ACL Grants Officer

1 #6

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## Memorandum

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To: Administrative Policy Board

From: Jeannie Reams,   
Financial and Office Coordinator MLB Family Services

Date: 03-27-13

RE: Appropriation Request

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Mille Lacs Band Family Services is requesting:

New funding be appropriated into 220-486 in the amount of \$14,010.00

Child Welfare Social Service Program, Title IV-B, Sub part 1  
FY2013

(October 1, 2012 – September 30, 2014)

Grant Contract # G-13PVMNCWSS

**Attachments**

- Budget revision request
- Notice of Grant Award
- OMB Rev-Ex Report

Budget Revision Spreadsheet

#6

<b>Mille Lacs Band of Ojibwe</b>		<b>Date</b>		<b>3-11-13</b>	
<b>Budget Revision</b>					
<b>Department</b>		<b>220-486</b>			
<b>Program Name</b>		<b>MLB Family Services</b>			
<b>Source of Revenue</b>	<b>Check Off</b>	<b>Amount</b>	<b>Check Off</b>	<b>Revision Type</b>	
Federal Grant		14,010.00		line item transfers	
State Grant					
Net Revenue		-		one time revision after budgets aproved	
Carryover		-			
Program Transfer		-	X	<b>Appropriation</b> 10-1-12 to 9-30-14	
Income		-		<b>NEW</b>	
<b>Total Revenue</b>		<b>14,010.00</b>			

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000				
Health	4105				
Life	4106				
Disability	4107				
Dental	4108				
Work Comp	4109				
Unemployment	4110				
Retirement	4111				
FICA E/S	4112				
Contract Services	4300				
Local Milage	4400				
Non- Local Travel	4450				
Communication	4500				
Postage	4550				
Training	5000				
Misc	5700				
Supplies	6100				
Uniforms	6101				
Foster care	6102				
Insurance	6120				
Office Supplies	6200				
Printing/Copy	6300				
Program Supplies	6400				
	6409				
Rent	6500				
Building Maint.	6600				
	6668				
Utilities	6700				
Equip O & M	6720				
Program Activities	6800	12,261.73	12,609.00		24,870.73
Small Equipment	7000				
Equipment	7100				
	9000				
IDC	9010	1,238.03	1,401.00		2,639.03
<b>Totals:</b>		<b>\$ 13,499.76</b>	<b>14,010.00</b>	<b>\$ -</b>	<b>27,509.76</b>

Commissioner Signature: [Signature] Date: 3/29/13  
 Administration Policy Board Date: 4/15/13

Run date: 03/07/2013 @ 10:34  
 Bas date: 03/07/2013

Little Leas Band of Ojibwe Indians  
 Revenue and Expense w/Contracts

Select.: A220-XX-XXXX-XXIX  
 GLEVEY.L02 Page 68

486  
 X

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	YEAR TO DATE EXPENDITURES	Fiscal year thru period ending 03/31/2013		AVAILABLE BALANCE	% USED
				OUTSTANDING P.O.	CONTRACT COMMITMENTS		
220-486-3301-0000 FED CHILD 2012 WELFARE GRAM	13,499.76	.00	.00	.00	.00	13,499.76	.00
Total Revenue	13,499.76	.00	.00	.00	.00	13,499.76	.00
220-486-6800-0000 CMS PROGRAM ACTIVITIES	12,261.73	.00	5,472.67	.00	.00	6,789.06	.45
220-486-9010-0000 CMS INDIRECT COST - 10% MAX	1,238.03	.00	547.27	.00	.00	690.76	.44
Total Expenditure	13,499.76	.00	6,019.94	.00	.00	7,479.82	.45
	.00	.00	(6,019.94)	.00	.00	6,019.94	.00



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

370 L'enfant Promenade, S.W., Washington DC 20447 [www.acf.hhs.gov](http://www.acf.hhs.gov)

February 28, 2013

Mille Lacs Band of Ojibwe Indians  
Office of Management and Budget  
43408 Oodena Drive  
Onamia, MN 56359

Re: Notice of Grant Award - FY 2013

Dear Grantee:

The grant award listed below is available for obligation beginning 10/01/2012 and ending 09/30/2014 in accordance with your approved application under the Child Welfare Social Service program of Title IV-B, Subpart 1, of the Social Security Act. The grantee must liquidate all obligations incurred under this award and file the final financial report claiming these expenditures no later than 90 days after the end of the funding period.

Appropriation	CAN	Allotment	This Action	Cumulative
75-3-1536	2013G998000	14,010	6,831	6,831

EIN:	1-411661577-A2	Fiscal Year:	2013
Document Number:	G-13PVMNCWSS	CFDA #:	93.645

With the acceptance of this award, you agree to administer this grant in compliance with conditions set forth in the applicable Program Instructions, terms and conditions, Departmental regulations, and OMB Circulars. Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

Funds included in this award will be made available through the DHHS Payment Management System (PMS). Questions pertaining to payments should be directed to DHHS Division of Payment Management, Post Office Box 6021, Rockville, MD 20852; telephone 1-877-614-5533.

Fiscal reporting questions regarding this grant should be directed to Deborah Bell, Administration for Children and Families, (202) 401-4611.

Please transmit a copy of this letter to the office authorized to request funds covered by this award.

Sincerely,

Patrick A. Wells  
Director, Division of Mandatory Grants

\*This action represents FY 2013 funds for CWSS grant based on the Continuing Resolution (CR) through the second quarter thereof. The electronic Terms and Conditions to support this program can be found on the website at <https://acf.hhs.gov/grants/terms-and-conditions>.

1 #7

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## Memorandum

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To: Administrative Policy Board

From: Jeannie Reams,   
Financial and Office Coordinator MLB Family Services

Date: 03-27-13

RE: Appropriation Request

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Mille Lacs Band Family Services is requesting:

New funding be appropriated into 220-487 in the amount of \$28,498.00

Safe and Stable Families, Title IV-B, Sub part 2  
FY2013

(October 1, 2012 – September 30, 2014)

Grant Contract # G-13PVMNFPSS

**Attachments**

- Budget revision request
- Notice of Grant Award
- OMB Rev-Ex Report

Budget Revision Spreadsheet

#7

<b>Mille Lacs Band of Ojibwe</b>		<b>Date</b>		<b>3/11/2013</b>	
<b>Budget Revision</b>					
<b>Department</b>	<b>220-487</b>				
<b>Program Name</b>	<b>MLB Family Services</b>				
		<b>Check</b>		<b>Check</b>	
<b>Source of Revenue</b>		<b>or</b>	<b>Amount</b>	<b>or</b>	<b>Revision Type</b>
Federal Grant			28,498.00		Increase in Revenue and Expenditures
State Grant					Contingency Fund Utilization
Net Revenue			-		Increased Expenditures without
Carryover			-		Increase in Revenue
Program Transfer			-		line item transfers
Income			-	X	<b>Appropriation</b> 10-1-12 to 9-30-14
<b>Total Revenue</b>			<b>28,498.00</b>		<b>New</b>

<b>Expenditures:</b>	<b>Account Code</b>	<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised Amount</b>
Salaries	4000				-
Health	4105				-
Life	4106				-
Disability	4107				-
Dental	4108				-
Work Comp	4109				-
Unemployment	4110				-
Retirement	4111				-
FICA E/S	4112				-
Contract Services	4300				-
Local Milage	4400				-
Non- Local Travel	4450				-
Communication	4500				-
Postage	4550				-
Training	5000				-
Misc.	5700				-
Supplies	6100				-
Uniforms	6101	-	-	-	-
Insurance	6120	-	-	-	-
Cultural Activity	6200	2,380.00	2,500.00		4,880.00
Printing/Copy	6300	-	-		-
Program Supplies	6400				-
	6409	-	-		-
Rent	8500	-	-		-
Building Maint.	6600	-	-		-
	6668	-	-		-
Utilities	6700	-	-		-
Equip O & M	6720	8,000.00	8,000.00		16,000.00
Program Activity	6800	14,318.80	15,728.00		30,046.80
Small Equipment	7000				-
Equipment	7100				-
	9000	-	-		-
IDC	9010	2,270.18	2,270.00		4,540.18
<b>Totals:</b>		<b>\$ 26,968.98</b>	<b>\$ 28,498.00</b>	<b>\$ -</b>	<b>55,466.98</b>

*[Signature]* 3/29/13  
 Commissioner Signature Date

PTU 4/15/13  
 Administration Policy Board Date

Run date: 03/07/2013 @ 10:34  
 Bus date: 03/07/2013

Millie Lacs Band of Ojibwe Indians  
 Revenue and Expense w/Contracts

Select.: A220-XX-XXXX-XXXX  
 GLREVEX.102 Page 69

487  
 X

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	Fiscal year thru period ending 03/31/2013			AVAILABLE BALANCE	% USED
			YEAR TO DATE EXPENDITURES	OUTSTANDING P. O.	CONTRACT COMMITMENTS		
220-487-3001-0000 SAFE FAMILIES 2012 GRANT RE	26,968.98	.00	.00	.00	.00	26,968.98	.00
Total Revenue	26,968.98	.00	.00	.00	.00	26,968.98	.00
220-487-6200-0000 SAFE FAMILIES CULTURAL ACTIV	2,380.00	.00	41.02	.00	.00	2,338.98	.02
220-487-6720-0000 SAFE FAMILIES EQUIP. O & M	8,000.00	.00	.00	1,200.00	.00	6,800.00	.15
220-487-6800-0000 SAFE FAMILIES PROGRAM ACTIV	14,318.80	.00	9,590.72	.00	.00	4,728.08	.67
220-487-9010-0000 SAFE FAMILIES INDIRECT COST	2,270.18	.00	963.17	.00	.00	1,307.01	.42
Total Expenditure	26,968.98	.00	10,594.91	1,200.00	.00	15,174.07	.44
	.00	.00	(10,594.91)	(1,200.00)	.00	11,794.91	.00



ADMINISTRATION FOR  
**CHILDREN & FAMILIES**

370 L'enfant Promenade, S.W., Washington DC 20447 www.acf.hhs.gov

February 27, 2013

Mille Lacs Band of Ojibwe  
43408 Oodena Drive  
Onamia, MN 56359

Re: Notice of Grant Award - FY 2013

Dear Grantee:

The grant award listed below is available for obligation beginning 10/01/2012 and ending 09/30/2014 in accordance with your approved application under the Promoting Safe and Stable Families program of Title IV-B, Subpart 2, of the Social Security Act. The grantee must liquidate all obligations incurred under this award and file the final financial report claiming these expenditures no later than 90 days after the end of the funding period.

Appropriation	CAN	Allotment	This Action	Cumulative
75-3-1512	2013G996439	28,498	11,808	11,808
75-3-1512	2013G996470		939	939

EIN: 1-411661577-A2      Fiscal Year: 2013  
Document Number: G-13PVMNEPSS      CFDA #: 93.556

With the acceptance of this award, you agree to administer this grant in compliance with conditions set forth in the applicable Program Instructions, terms and conditions, Departmental regulations, and OMB Circulars. Further, in accordance with Department of Treasury regulations 31 CFR Part 205, implementing the Cash Management Improvement Act, you agree to limit your request to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate requirements in carrying out programs funded through this award. Failure to adhere to these requirements may cause the suspension of grant funds.

Funds included in this award will be made available through the DHHS Payment Management System (PMS). Questions pertaining to payments should be directed to DHHS Division of Payment Management, Post Office Box 6021, Rockville, MD 20852; telephone 1-877-614-5533.

Fiscal reporting questions regarding this grant should be directed to Deborah Bell, Administration for Children and Families, (202) 401-4611.

Please transmit a copy of this letter to the office authorized to request funds covered by this award.

Sincerely,

Patrick A. Wells  
Director, Division of Mandatory Grants

\*This action represents FY 2013 funds for PSSF grant based on the Continuing Resolution (CR) through the second quarter thereof. The electronic Terms and Conditions to support this program can be found on the website at <https://www.acf.hhs.gov/grants/terms-and-conditions>.



#8

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INTEROFFICE MEMORANDUM

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**TO:** ADMINISTRATION POLICY BOARD  
**FROM:** LISA BLAHSKY PUBLIC HEALTH DIRECTOR  
**SUBJECT:** TOBACCO CESSATION STATE GRANT (220-481)  
**DATE:** 4/9/13  
**CC:** SCOTT MCKINNEY, JONI WALL, BRINDA JINDRA

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Public Health has been awarded \$75,000.00 from the Minnesota Department of Health Eliminating Tobacco Disparities (220-481). These funds need to be obligated for 2013-2014 for the grant period of April 1, 2013 to March 31, 2014.

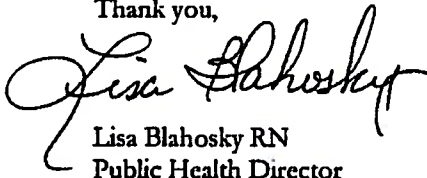
Please appropriate these funds to the 220-481 grants.

I have also attached emails from the grant manager Kelly Milam stating the award amount and date, along with the reason for the delay in receiving the contracts from MDH.

All reports have been completed and sent to MDH for approval. Contracts will follow.

If you should have any questions or require further information, please call me at ext. 7459.

Thank you,

  
Lisa Blahosky RN  
Public Health Director

Budget Revision Spreadsheet

#18

<b>Mille Lacs Band of Ojibwe</b>		<b>Date</b>		<b>4/9/2013</b>	
<b>Budget Revision</b>					
<b>Department</b>		<b>Public Health</b>			
<b>Program Name</b>		<b>Tobacco (220-481)</b>			
<b>Source of Revenue</b>	<b>Check off</b>	<b>Amount</b>	<b>Check off</b>	<b>Revision Type</b>	
Federal Grant		-		Increase in Revenue and Expenditures	
State Grant		75,000.00		Contingency Fund Utilization	
Net Revenue		-		Increased Expenditures without	
Carryover		-		Increase in Revenue	
Program Transfer		-			
Income		-			
<b>Total Changes</b>		<b>75,000.00</b>			

<b>Expenditures:</b>	<b>Account Code</b>	<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised Amount</b>
Salaries	4000		35,443.00	-	35,443.00
Health	4105		17,647.00	-	17,647.00
Life	4106		204.00	-	204.00
Disability	4107		604.00	-	604.00
Dental	4108		690.00	-	690.00
Work Comp	4109		128.00	-	128.00
Unemployment	4110		432.00	-	432.00
Retirement	4111		2,127.00	-	2,127.00
FICA E/S	4112		2,710.00	-	2,710.00
Pera	4113	-	-	-	-
Contract Services	4300	-	-	-	-
Local Milage	4400		2,863.00	-	2,863.00
Non- Local Travel	4450		-	-	-
Communication	4500		-	-	-
Postage	4550		-	-	-
Training	5000		-	-	-
Misc.	5700		-	-	-
Contingency Acct.	5799		-	-	-
Supplies	6100		1,000.00	-	1,000.00
Insurance	6120		-	-	-
Office Supplies	6200		-	-	-
Print/copy	6300		-	-	-
Program supplies	6400		1,369.00	-	1,369.00
			-	-	-
Equip./Lease Repair	6500		-	-	-
Building Maint.	6600		-	-	-
Program Activities	6800		-	-	-
Utilities	6700		-	-	-
Vehicle/Equip. Maint.	6720		-	-	-
Small Equip.	7000		-	-	-
Equipment	7100		-	-	-
Construction	7200		-	-	-
			-	-	-
IDC	9010		9,783.00	-	9,783.00
<b>Totals:</b>		\$ -	\$ 75,000.00	\$ -	75,000.00


4/10/13
RTN
4/15/13

Commissioner Signature      Date      Administration Policy Board      Date

Run date: 04/09/2013 @ 09:33  
 Bus date: 04/09/2013

Hillee Lac's Band of Ojibwe Indians  
 Revenue and Expense w/Contracts

Select...: A220-XXX-XXXX XXXX  
 GLREVEN.102 Page 64

481  
 X

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	YEAR TO DATE EXPENDITURES	Fiscal year thru ending 04/30/2013	OUTSTANDING P.O.	COMMITMENTS	AVAILABLE BALANCE	% USED
220-481-3310-0000 TOBACCO PREV. 12-13 STATE GR	31,928.84	.00	.00	.00	.00	.00	31,928.84	.00
Total Revenue	31,928.84	.00	.00	.00	.00	.00	31,928.84	.00
220-481-4000-0000 TOBACCO PREV. SALARY	15,098.97	595.44	16,325.01	.00	.00	.00	(1,226.04)	1.08
220-481-4105-0000 TOBACCO PREV. HEALTH INSURA	6,142.16	.00	7,564.70	.00	.00	.00	(1,422.54)	1.23
220-481-4106-0000 TOBACCO PREV. LIFE INSURANC	76.98	.00	76.98	.00	.00	.00	.00	1.00
220-481-4107-0000 TOBACCO PREV. DISABILITY IN	256.55	.00	256.55	.00	.00	.00	.00	1.00
220-481-4108-0000 TOBACCO PREV. DENTAL INSURA	252.66	.00	252.66	.00	.00	.00	.00	1.00
220-481-4109-0000 TOBACCO PREV. WORK COMP	58.25	.00	58.25	.00	.00	.00	.00	1.00
220-481-4110-0000 TOBACCO PREV. UNEMPLOYMENT	176.03	.00	176.03	.00	.00	.00	.00	1.00
220-481-4111-0000 TOBACCO PREV. RETIREMENT	943.64	.00	943.64	.00	.00	.00	.00	1.00
220-481-4112-0000 TOBACCO PREV. EMPLOY/FICA	1,115.33	.00	1,115.33	.00	.00	.00	.00	1.00
220-481-4400-0000 TOBACCO PREV. LOCAL MILEAGE	1,023.03	.00	1,023.03	.00	.00	.00	.00	1.00
220-481-5000-0000 TOBACCO PREV. TRAINING	75.00	.00	75.00	.00	.00	.00	.00	1.00
220-481-6300-0000 TOBACCO PREV. COPYING EXPEN	793.06	.00	793.06	.00	.00	.00	.00	1.00
220-481-6800-0000 TOBACCO PREV. PROGRAM ACTIV	1,459.84	.00	1,459.84	.00	.00	.00	.00	1.00
220-481-9010-0000 TOBACCO PREV. INDIRECT COST	4,457.34	.00	3,664.00	.00	.00	.00	793.34	.82
Total Expenditure	31,928.84	595.44	33,784.08	.00	.00	.00	(1,855.24)	1.05
	.00	(595.44)	(33,784.08)	.00	.00	.00	33,784.08	.00

## **Lisa Blahosky**

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**From:** Milam, Kelly (MDH) [kelly.milam@state.mn.us]  
**Sent:** Monday, March 25, 2013 1:56 PM  
**To:** Lisa Blahosky  
**Cc:** Roberta Ladd  
**Subject:** Grant Award

Hi Lisa,

Thanks for your budget proposal. Given our current available resources and discussion around scope of work starting April 1<sup>st</sup>, 2013, MDH is awarding Mille Lacs \$75,000 for the tobacco grant. In the coming weeks, I'll be working with each grantee to create work plans and corresponding budgets, which will be due April 30<sup>th</sup>. Please let me know if you have any questions.

Milgwech,

### **Kelly Milam**

Golden Rule Building  
85 East 7<sup>th</sup> Place, Suite 220  
P.O. Box 64882  
Saint Paul, MN 55164-0882  
Email: [kelly.milam@state.mn.us](mailto:kelly.milam@state.mn.us)  
Ph: 651.201.3666  
Fax: 651.201.3636

## **Lisa Blahosky**

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**From:** Milam, Kelly (MDH) [kelly.milam@state.mn.us]  
**Sent:** Thursday, April 04, 2013 1:17 PM  
**To:** Lisa Blahosky  
**Cc:** Roberta Ladd  
**Subject:** Our Finance Department  
**Attachments:** Appendix H - Line-item Budget.xls; Appendix E.DOCX; ML Budget Proposal.docx

Hi Lisa,

We've hit a few unprecedented barriers in our finance department, resulting in the grantee agreements being tied up in their office. Here's what it boils down to in what they need from grantees. We are going to need each grantee to complete our budget form and the attached document related to how they calculate their indirect rate. Mille Lacs' award is \$75K, so you may need to adjust your attached budget a bit in relation to your indirect costs, based on how you determine your indirect costs in relation to the attached criteria. One thing I'm very sure of --- that finance is going to look closely at how you determine your indirect cost rate.

Also, they're looking for a few specific deliverable items to put in the grant agreement. For your program, it would be;

How many people do you intend to serve (meaning "x" number of people that have went through your cessation program) in the 12 month grant period?

&

How many outreach activities do you intend to do throughout the 12 month grant period?

It's very important to keep your deliverables feasible, and set minimum instead of maximum numbers.

I'll call you to follow-up as soon as today, as I'm sure you have questions. We need these items as soon as possible so we can get the grant agreements out the door.

### **Kelly Milam**

Golden Rule Building  
85 East 7<sup>th</sup> Place, Suite 220  
P.O. Box 64882  
Saint Paul, MN 55164-0882  
Email: [kelly.milam@state.mn.us](mailto:kelly.milam@state.mn.us)  
Ph: 651.201.3666  
Fax: 651.201.3636



#9

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INTEROFFICE MEMORANDUM

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**TO:** COMMISSIONER MOOSE / *APB*  
**FROM:** KRISTY LEBLANC TRIBAL EDUCATION & POLICY INITIATIVE OUTREACH COORDINATOR  
SECONDHAND SMOKE PROJECT  
**SUBJECT:** BUDGET MODIFICATION (NO COST EXTENSION)  
**DATE:** 4/1/13  
**CC:** GINGER WEYLAUS, SCOTT MCKINNEY, BRENDA JINDRA, CARMEN WEOUS

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This grant was issued a 3-month no-cost extension that will take effect March 1, 2013-May 31, 2013. The necessary budget modifications that are needed to cover other line items, salary & benefits, etc. The budget revision has been sent to Clearway and has been approved. The funds remaining are for the extension grant period of March 1, 2013-May 31, 2013. Please appropriate these funds to the 220-479 grant line items.

If you should have any questions or require further information, please call Kristy LeBlanc at ext. 2413 or Lisa Blahosky at ext. 7459.

Thank you,

*Kristy LeBlanc*  
Kristy LeBlanc

Tribal Education & Policy Initiative Outreach Coordinator Secondhand Smoke Project

*Lisa Blahosky*  
Lisa Blahosky  
Public Health Director


Budget Revision Spreadsheet

#9

<b>Mille Lacs Band of Ojibwe</b>		<b>Date</b>		<b>4/10/2013</b>	
<b>Budget Revision</b>					
<b>Department</b>		<b>Public Health</b>			
<b>Program Name</b>		<b>Clearway Minnesota 220-479</b>			
<b>Source of Revenue</b>	<b>Check Off</b>	<b>Amount</b>	<b>Check Off</b>	<b>Revision Type</b>	
Federal Grant		-		Increase in Revenue and Expenditures	
State Grant		75,000.00		Contingency Fund Utilization	
Net Revenue		-		Increased Expenditures without	
Carryover		35,028.28		Increase in Revenue	
Program Transfer		-			
Income		-			
<b>Total Changes</b>		<b>110,028.28</b>			

<b>Expenditures:</b>	<b>Account Code</b>	<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised Amount</b>
Salaries	4000	26,034.45	7,862.33	-	33,896.78
Health	4105	12,385.89	1,086.61	-	13,472.50
Life	4106	144.07	30.00	-	174.07
Disability	4107	526.41	50.00	-	576.41
Dental	4108	419.89	80.00	-	499.89
Work Comp	4109	103.04	20.00	-	123.04
Unemployment	4110	372.00	100.00	-	472.00
Retirement	4111	1,235.35	150.00	-	1,385.35
FICA E/S	4112	1,973.10	500.00	-	2,473.10
Pera	4113	-	-	-	-
Contract Services	4300	11,010.00	-	11,010.00	-
Local Milage	4400	5,050.15	-	2,738.40	2,311.75
Non- Local Travel	4450	2,425.22	-	1,821.97	603.25
Communication	4500	-	-	-	-
Postage	4550	375.00	-	375.00	-
Training	5000	200.00	-	200.00	-
Misc.	5700	-	-	-	-
Contingency Acct.	5799	-	-	-	-
Supplies	6100	6,276.84	-	6,276.84	-
Insurance	6120	-	-	-	-
Office Supplies	6200	1,712.71	4,802.79	-	6,515.50
Print/copy	6300	-	-	-	-
Program supplies	6400	1,681.88	20,301.12	-	21,983.00
Equip./Lease Repair	6500	-	-	-	-
Building Maint	6600	-	-	-	-
Program Activities	6800	12,238.90	-	12,238.90	-
Utilities	6700	-	-	-	-
Vehicle/Equip. Maint	6720	-	-	-	-
Small Equip.	7000	500.00	-	-	500.00
Equipment	7100	6,339.17	-	367.17	5,972.00
Construction	7200	-	-	-	-
IDC	9010	11,782.66	45.43	-	11,828.09

**Totals:** \$ 102,786.73 \$ 35,028.28 \$ 35,028.28 102,786.73


4/10/13
RJN
4/15/13  
 Commissioner Signature      Date      Administration Policy Board      Date

Run date: 04/09/2013 @ 16:05  
 Bus date: 04/09/2013

Hillie Lacs Band of Ojibwe Indians  
 Revenue and Expense w/Contracts

Select...: A220 479 XXXX XXXX  
 ELREVEN.ID2 Page 1

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 X

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	Fiscal year thru period ending 04/30/2013 YEAR TO DATE EXPENDITURES	OUTSTANDING P.O.	CONTRACT COMMITMENTS	AVAILABLE BALANCE	% USED
220 479 3212 0000 CLEARWAY GRNT PRIVT 2011 RE	102,786.73	.00	.00	.00	.00	102,786.73	.00
Total Revenue	102,786.73	.00	.00	.00	.00	102,786.73	.00

220 479 4000 0000 CLEARWAY GRANT SALARIES	26,034.45	1,842.00	25,412.78	.00	.00	521.67	.98
220 479 4105 0000 CLEARWAY GRANT HEALTH INSUR	12,385.89	.00	9,245.64	.00	.00	3,140.25	.75
220 479 4106 0000 CLEARWAY GRANT LIFE INSURAN	144.07	.00	123.12	.00	.00	20.95	.85
220 479 4107 0000 CLEARWAY GRANT DISABILITY	526.41	.00	479.61	.00	.00	46.80	.91
220 479 4108 0000 CLEARWAY GRANT DENTAL INSUR	419.89	.00	333.51	.00	.00	86.38	.79
220 479 4109 0000 CLEARWAY GRANT WORK COMP.	103.04	6.81	94.02	.00	.00	9.02	.91
220 479 4110 0000 CLEARWAY GRANT UNEMPLYMEN	372.00	41.45	317.39	.00	.00	54.61	.85
220 479 4111 0000 CLEARWAY GRANT RETIREMENT	1,235.35	73.68	1,016.52	.00	.00	218.83	.82
220 479 4112 0000 CLEARWAY GRANT FICA E/S	11,973.10	129.43	1,783.42	.00	.00	189.68	.90
220 479 4300 0000 CLEARWAY GRANT CONTRACTUAL	5,050.15	.00	892.50	.00	.00	7,348.50	.33
220 479 4400 0000 CLEARWAY GRANT LOCAL TRAVEL	2,425.22	.00	603.25	.00	.00	4,157.65	.18
220 479 4450 0000 CLEARWAY GRANT NON LOCAL TR	375.00	.00	.00	.00	.00	1,821.97	.25
220 479 5000 0000 CLEARWAY GRANT TRAINING	200.00	.00	.00	.00	.00	375.00	.00
220 479 6100 0000 CLEARWAY GRANT OFFICE SUPPL	6,276.84	.00	.00	.00	.00	200.00	.00
220 479 6200 0000 CLEARWAY GRANT MISC. SUPPL	1,712.71	.00	.00	.00	.00	6,276.84	.00
220 479 6400 0000 CLEARWAY GRANT PROGRAM SUPP	1,681.88	.00	.00	.00	.00	1,712.71	.00
220 479 6800 0000 CLEARWAY GRANT PROG ACTIVITY	12,238.90	.00	.00	.00	.00	1,343.88	.20
220 479 7000 0000 CLEARWAY GRANT SMALL EQUIPM	500.00	.00	.00	.00	.00	12,088.90	.01
220 479 7100 0000 CLEARWAY GRANT EQUIPMENT	6,339.17	.00	.00	.00	.00	500.00	.00
220 479 9010 0000 CLEARWAY GRANT INDIRECT COST	11,782.66	.00	5,349.17	.00	.00	6,339.17	.00
Total Expenditure	102,786.73	2,093.37	45,650.93	488.00	3,661.50	52,986.30	.48

.00 (2,093.37) (45,650.93) (488.00) (3,661.50) 49,800.43 .00

**CLEARWAY MINNESOTA<sup>SM</sup>**  
**And**  
**Mille Lacs Band of Ojibwe**  
**AMENDMENT NO. 1**  
**GRANT # CD-2011-0009**

This Amendment No. 1 (the "Amendment") is made by and between ClearWay Minnesota, a Minnesota nonprofit corporation, located at Two Appletree Square, Suite 400, 8011 34<sup>th</sup> Avenue South, Minneapolis, MN 55425 and The Mille Lacs Band of Ojibwe, 43408 Oodena Drive, Onamia, MN 56359 ("Grantee") (ClearWay Minnesota and Grantee may be referred to here in each individually as a "party" and collectively as the "parties").

WHEREAS, ClearWay Minnesota and Grantee entered into that certain Grant Agreement dated March 1, 2011, to fund Grantee's Tribal Tobacco Education and Policy project (the "Agreement"); and

WHEREAS, due to turnover in program staff, workplan activities were not completed within the current grant year;

WHEREAS, a three-month No-Cost Extension was approved to complete the workplan activities; and

WHEREAS, pursuant to Section XVIII G of the Agreement, the parties desire to amend the Agreement according to the terms and conditions of this Amendment.

NOW, THEREFORE, ClearWay Minnesota and Grantee agree as follows:

- I. AMENDMENT AND RESTATEMENT OF ARTICLES I, II, III, AND IV OF THE AGREEMENT. Effective as of the date this amendment is executed, Articles I, II, III and IV of the Agreement are hereby amended and restated in its entirety to read as follows:
  - I. PROJECT DESCRIPTION: Grantee shall perform the project (the "Project") for the three-month No-Cost Extension period in accordance with a revised work plan, budget and budget narrative to be approved by ClearWay Minnesota as set out in Article IV of this Agreement, which when approved, will be incorporated into this Agreement by reference.
  - II. GRANT AMOUNT AND PERIOD: The maximum amount that ClearWay Minnesota may disburse under this Agreement is for actual approved expenses for the period March 1, 2011 to May 31, 2013, up to \$229,991.13. Disbursements of Grant funds are subject to compliance with the conditions of this Agreement. In addition, if ClearWay Minnesota, in its sole discretion, decides to adjust spending because of adverse investment returns, it reserves the right, upon 30 days advance notice, to reduce funding in any amount up to 20% of the Grant. In the event Grant funds are reduced, the scope of the funded project will be reduced as agreed by the parties or, if the parties cannot agree, this Agreement shall terminate pursuant to Article V.
  - III. DISBURSEMENT OF GRANT FUNDS: The final disbursement amount will be based on satisfactory approval of financial and final progress reports due July 31, 2013.


IV. REPORTING REQUIREMENTS:

March 30, 2013	Quarterly Financial Report Due.
April 5, 2013	Final No Cost Extension work plan, budget and narrative approved.
May 31, 2013	No-Cost Extension Ends
July 31, 2013	<ul style="list-style-type: none"><li>• Final Financial Report due for 03/01/13-05/31/13;</li><li>• Quarterly Progress Report due for 03/01/13-05/31/13</li><li>• Final Report due for the entire grant period of 03/01/11 – 05/31/13</li></ul>

II. NO FURTHER CHANGES. Except as amended hereby, the Agreement shall remain in full force and effect.

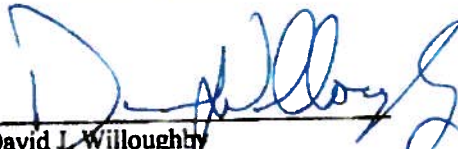
IN WITNESS HEREOF, the parties hereto have executed this Amendment effective as of the day and year written beneath the signature blocks below.

MILLE LACS BAND OF OJIBWE

  
Melanie Benjamin  
Chief Executive

Dated: 2-28-13

CLEARWAY MINNESOTA

  
David J. Willoughby  
Chief Executive Officer

Dated: 2/28/2013



#10

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INTEROFFICE MEMORANDUM

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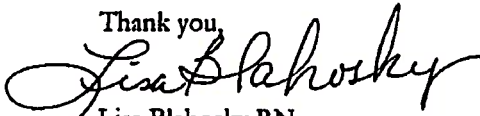
**TO:** ADMINISTRATION POLICY BOARD  
**FROM:** LISA BLAHOOSKY PUBLIC HEALTH DIRECTOR  
**SUBJECT:** CAREGIVERS (220-463)  
**DATE:** 4/9/2013  
**CC:** SCOTT MCKINNEY, JONI WALL, BRENDA JINDRA,

---

Public Health has been awarded additional funds in the amount of \$9,280.00 for the caregivers grant for the granting period 4/1/2013 to 3/31/2014. These funds need to be obligated for the grant ending period 3/31/2014. Please appropriate these funds to the 220-463 various budget lines.

If you should have any questions or require further information, please call me at ext. 7459.

Thank you,

  
Lisa Blahosky RN  
Public Health Director

Budget Revision Spreadsheet

#10

<b>Mille Lacs Band of Ojibwe</b>				<b>Date</b>	<b>4/9/2013</b>
<b>Budget Revision</b>					
<b>Department</b>	<b>Public Health</b>				
<b>Program Name</b>	<b>Caregivers (220-463)</b>				
		<b>Check</b>		<b>Check</b>	
		<b>Off</b>	<b>Amount</b>	<b>Off</b>	<b>Revision Type</b>
<b>Source of Revenue</b>					
	Federal Grant		9,280.00		Increase in Revenue and Expenditures
	State Grant		-		Contingency Fund Utilization
	Net Revenue		-		Increased Expenditures without
	Carryover		-		Increase in Revenue
	Program Transfer		-		
	Income		-		
	<b>Total Changes</b>		<b>9,280.00</b>		

<b>Expenditures:</b>	<b>Account Code</b>	<b>Current Budget</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised Amount</b>
Salaries	4000	-	-	-	-
Health	4105	-	-	-	-
Life	4106	-	-	-	-
Disability	4107	-	-	-	-
Dental	4108	-	-	-	-
Work Comp	4109	-	-	-	-
Unemployment	4110	-	-	-	-
Retirement	4111	-	-	-	-
FICA E/S	4112	-	-	-	-
Pera	4113	-	-	-	-
Contract Services	4300	-	-	-	-
Local Milage	4400	2,544.89	2,000.00	-	4,544.89
Non- Local Travel	4450	717.25	-	-	717.25
Communication	4500	-	-	-	-
Postage	4550	-	-	-	-
Training	5000	300.00	-	-	300.00
Misc.	5700	-	-	-	-
Contingency Acct.	5799	-	-	-	-
Supplies	6100	-	1,000.00	-	1,000.00
Insurance	6120	-	-	-	-
Office Supplies	6200	839.52	-	-	839.52
Print/Copy	6300	-	896.00	-	896.00
Program supplies	6400	1,325.05	2,000.00	-	3,325.05
		-	-	-	-
Equip./Lease Repair	6500	-	-	-	-
Building Maint.	6600	-	-	-	-
Program Activities	6800	500.56	-	-	500.56
Utilities	6700	-	-	-	-
Vehicle/Equip. Maint.	6720	-	-	-	-
Small Equip.	7000	-	-	-	-
Equipment	7100	649.00	2,500.00	-	3,149.00
Construction	7200	-	-	-	-
		-	-	-	-
IDC	9010	399.37	884.00	-	1,283.37
<b>Totals:</b>		<b>\$ 7,275.64</b>	<b>\$ 9,280.00</b>	<b>\$ -</b>	<b>16,555.64</b>

	4/10/13	RTW	4/15/13
Commissioner Signature	Date	Administration Policy Board	Date

Run date: 04/02/2013 @ 10:48  
 Run date: 04/02/2013

Hillie Lacs Band of Ojibwe Indians  
 Revenue and Expense w/Contracts

Select...: A220-463-XXXX-XXXX  
 GLREVEX.L02 Page 1

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	YEAR TO DATE EXPENDITURES	Fiscal year thru per iod ending 03/31/2013	OUTSTANDING P. O.	CONTRACT COMMITMENTS	AVAILABLE BALANCE	% USED
220-463-3303-0000 CAREGIVER SUP 11-12 GRANT R	10,979.79	.00	.00	.00	.00	.00	10,979.79	.00
1093 Revenue	10,979.79	.00	.00	.00	.00	.00	10,979.79	.00
220-463-4400-0000 CAREGIVER SUPPORT LOCAL MIL	4,360.60	635.63	1,815.71	.00	.00	.00	2,544.89	.42
220-463-4450-0000 CAREGIVER SUPPORT NON-LOCAL	1,000.00	282.75	282.75	.00	.00	.00	717.25	.28
220-463-5000-0000 CAREGIVER SUPPORT TRAINING	300.00	.00	.00	.00	.00	.00	300.00	.00
220-463-6200-0000 CAREGIVER SUPPORT TRAILING	839.52	.00	.00	.00	.00	.00	839.52	.00
220-463-6400-0000 CAREGIVER SUPPORT SUPPLIES	2,563.55	.00	460.74	777.76	.00	.00	1,325.05	.48
220-463-6800-0000 CAREGIVER SUPPORT PROG. SUP	639.61	.00	139.05	.00	.00	.00	500.56	.22
220-463-7100-0000 CAREGIVER SUPPORT PROG. ACT	649.00	.00	.00	.00	.00	.00	649.00	.00
220-463-9010-0000 CAREGIVER SUPPORT EQUIPMENT	627.51	.00	228.14	.00	.00	.00	399.37	.36
Total Expenditure	10,979.79	918.38	2,926.39	777.76	.00	.00	7,275.64	.34
	.00	(918.38)	(2,926.39)	(777.76)	.00	.00	3,704.15	.00



Notice of Award

**Older Americans Act Title VI, Part C – Native American Caregiver Support Program**

**Grantee:**  
Chairperson  
Mille Lacs Band of Ojibwe  
43408 Oodena Drive  
Onamia, MN 56359

**Date:**  
April 1, 2013

**Grant No.:** 1110MNT6CG\* **Seq. No.:** 2013 / 1  
**Award Instrument:** Grant  
**Budget Period:** 04/01/2011 – 03/31/2014\*  
**Project Period:** 04/01/2011 – 03/31/2014

**Award Authority:** P.L. 109-365

**EIN:** 1-411661577-A2  
**DUNS:** 043482988

CFDA Program Title	Award This Action	Cumulative Grant Award to Date	Appropriation	Object Class Code
93.054: Native American Caregiver Supp	\$9,280	\$49,440	75-3-0142	41.15
<b>Total</b>	<b>\$9,280</b>	<b>\$49,440</b>		

**General Terms and Conditions:**

1. The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require: (1) the Older Americans Act Amendments of 2006, as amended; (2) other applicable Federal statutes and their implementing regulations; (3) program regulations; and (4) terms and conditions of award.
2. This grant award is issued under the authority of the Older Americans Act Amendments of 2006, as amended, P.L. 109-365. By requesting or receiving funds under this award, the recipient assures that it will carry out the project/program described in its approved application and will comply with the terms and conditions and other requirements of this award. The terms and conditions can be found on the ACL website: [http://acl.gov/Funding\\_Opportunities/Grantee\\_Info/Terms.aspx](http://acl.gov/Funding_Opportunities/Grantee_Info/Terms.aspx) as well as the HHS Grants Management website: <http://dhhs.gov/asfr/ogapa/aboutog/grantsnet.html>.
3. This grant is subject to the requirements of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Tribal Governments under Title 45 Code of Federal Regulations, Part 92 or the Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Nonprofit Organizations, and Commercial Organizations under Title 45 Code of Federal Regulations, Part 74, as applicable.
4. A Program Performance Report (PPR) is due annually. The report is due within 90 days of the end of the budget period (June 30th).

5. **\* NEW:** This grant action is issued as a supplemental award to the Fiscal Year 2011 grant and is effective April 1, 2013. The supplemental funds cannot be utilized/obligated until after April 1, 2013. The budget period has been extended to 3/31/2014 (a 36-month period). If there is an unobligated balance at the end of 3/31/2013 (from your FY2011 and FY2012 awards), you are required to identify the unobligated amount on line 10.h. of the SF-425 and provide or attach a brief explanation as denoted in "Box 12. Remarks" near the bottom of the SF-425. This report shall reflect cumulative expenditures for the project period identified above and the second annual report is due on or before 7/30/2013. The SF-425s and PPRs submitted to ACL will be closely monitored to ensure accurate reporting of expenditures and program accomplishments. No carryover requests will be required within the 3-year project period. For more detailed information, please check the following websites:  
[http://www.aoa.gov/AoARoot/Grants/Reporting\\_Requirements/TitleVI\\_Changes.aspx](http://www.aoa.gov/AoARoot/Grants/Reporting_Requirements/TitleVI_Changes.aspx) or  
<http://olderindians.aoa.gov/>.

The SF-425 is downloadable from

[http://acl.gov/Funding\\_Opportunities/Grantee\\_Info/Reporting.aspx](http://acl.gov/Funding_Opportunities/Grantee_Info/Reporting.aspx) and can be submitted online at [www.aoa.gov/title\\_vi.aspx](http://www.aoa.gov/title_vi.aspx), as a PDF or excel form to [grants.office@acl.hhs.gov](mailto:grants.office@acl.hhs.gov), or through the U.S. mail addressed to ACL. Complete all lines as appropriate.

6. The award term for Federal Financial Accountability and Transparency Act (FFATA) subaward and executive compensation reporting requirement is located at <http://www.aoa.gov/AoARoot/Grants/FFATA/Index.aspx>.
7. All recipients must update and maintain their annual registration with the System for Award Management (SAM), and ensure that SAM registration information and DUNS information are both current. Failure to do so may negatively affect the issuance of future awards. Recipients are encouraged to require subawards/subcontractors to update and maintain their registrations as well. Detailed information is located at: <http://www.sam.gov>.
8. The general provisions from The Consolidated Appropriation Act, 2012 (P.L. 112-74) enacted on December 23, 2011 remain in effect for all awards funded with FY12 or FY13 appropriations issued on or after December 23, 2011 and can be found on the AoA website:  
<http://www.aoa.gov/AoARoot/Grants/Terms/CAA.aspx>.
9. All previous terms and conditions remain in effect unless revised by this Notice of Award.

**Remarks:**

1. This Title VI grant award has been approved for the current budget period in the amount shown above. This award represents FY 2013 funding under the current Continuing Resolution (PL 112-175).
2. Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. When requesting payment from PMS, please use your P account login and reference the sub-account code "T6PARTC11" for payment. Inquiries regarding payments should be directed to Program Support Center/Division of Payment Management (PSC/DPM), DHHS; Post Office Box 6021; Rockville, MD 20852; 1-877-614-5533; [PMSSupport@psc.gov](mailto:PMSSupport@psc.gov).

3. Under the Older American Act Amendments of 2006 (OAA), the definition for "grandparent or older individual who is a relative caregiver" has changed. The new definition reduces the minimum age requirement from 60 to 55 years of age. The OAA, section 372(a)(2) defines the term as:

**"GRANDPARENT OR OLDER INDIVIDUAL WHO IS A RELATIVE CAREGIVER.**—The term "grandparent or older individual who is a relative caregiver" means a grandparent or step-grandparent of a child, or a relative of a child by blood, marriage, or adoption who is 55 years of age or older and—

(A) lives with the child;

(B) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child; and

(C) has a legal relationship to the child, as such legal custody or guardianship, or is raising the child informally."

**ACL Contact Information:**

**ACL Regional Administrator**

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**ACL Fiscal Award Administrator**

**Name:** Alice Kelsey  
**Telephone:** (312) 938-9860  
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**ACL Authorizing Official**



**Funds Certifying Official**



**ACL Grants Officer**