

Ordinance 57-15

An Ordinance of Supplemental Appropriation and Budget Revision for the Natural Resources, Education, Community Development and Department of Justice Departments for the Fiscal Years ending September 30, 2015 and September 30, 2016.

The District III Representative introduced the following Bill on the 1st day of October, 2015.

Preamble

It is enacted by the Band Assembly of the Mille Lacs Band of Ojibwe for the purpose of appropriating and authorizing a budget revision for the Natural Resources and Education Departments for the Fiscal Years ending September 30, 2015 and September 30, 2016.

Title I

Section 1: Governmental Operations. The Band Assembly hereby appropriates and authorizes expenditures and a budget revision for the Natural Resources and Education Departments for the Fiscal Years September 30, 2015 and September 30, 2016.

Section 1.01: Amendment to Section 1.02. The Band Assembly hereby appropriates and authorizes the expenditure of: Two hundred forty-four thousand five hundred fifty dollars and no cents (\$244,550.00) for PPG 250-551 of BIA Self Governance Funds for the Phase II Buckmore Dam project under **Natural Resources**; Eighty-three thousand eight dollars and no cents (\$83,008.00) for Success for Future 201-315 of State Grant Funds as awarded; Twenty thousand eighty-nine dollars and no cents (\$20,089.00) for MN Community Action Grant 201-331 of grant funds for salaries, fringe and program activities; Thirteen thousand nine hundred nine dollars and no cents (\$13,909.00) for ECFE 201-359 of grant funds; Twenty-six thousand nine hundred eighty-seven dollars and no cents (\$26,987.00) for Community Services Block Grant 201-330 of grant funds for salaries, fringe and program activities under **Education**; Two hundred sixty-four thousand one hundred forty dollars and forty seven cents (\$264,140.47) for IRR Roads 100-123 and IRR Roads 100-127 of grant funds for projects on the Bands Transportation Improvement Plan under **Community Development** which amends the **Total Fiscal Year 2015 Mille Lacs Band Tribal Operations** to read: Two hundred fifty-one million five hundred sixty-five thousand one hundred nineteen dollars and seventy nine cents (\$251,565,119.79); also amends the **Total Fiscal Year 2016 Mille Lacs Band Tribal Operations** to read: Twenty six thousand nine hundred eighty-seven dollars and no cents (\$26,987.00); and

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

<u>Tribal Operation Fiscal Year 2015</u>	<u>Supplemental</u>	<u>Amended Amount</u>
Natural Resources		
PPG 250-551		
of BIA Self Governance Funds	\$244,550.00	\$10,270,263.94

Education

Success for Future 201-315
of State Grant Funds \$83,008.00

MN Community Action Grant 201-331
of grant funds \$20,089.00

ECFE 201-359
of State grant funds \$13,909.00 **\$19,954,957.19**

Community Development

IRR Roads 100-123 & 100-127
of grant funds \$264,140.00 **\$57,591.175.25**

Total Operational for Fiscal Year 2015 **\$251,565,119.79**

Tribal Operation Fiscal Year 2016 **Supplemental** **Amended Amount**

Education
Community Services Block Grant 201-330
of grant funds \$26,987.00 **\$26,987.00**

Total Operational for Fiscal Year 2016 **\$26,987.00**

Section 1.02.1: The Band Assembly hereby authorizes the budget revision of programmatic funds for the following:

FY2015 Band Member Legal Aid budget transfer from Court Liaisons to Band Member Legal Aid to cover budget shortfalls:

Court Liaisons 100-151 (\$40,000.00) to
Band Member Legal Aid 100-217 \$40,000.00

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 program’s 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 2015. 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 57-15
(Band Assembly Bill 16-04-57-15)

Introduced to the Band Assembly on this
First day of October in the year
Two thousand fifteen.

Passed by the Band Assembly on this
First day of October in the year
Two thousand fifteen.

Carolyn Beaulieu
Carolyn Beaulieu, Speaker of the Assembly

APPROVED
Date: October 2, 2015

Melanie Benjamin
Melanie Benjamin, Chief Executive

OFFICIAL SEAL OF THE BAND

INTEROFFICE MEMO

DATE: 9/30/2015
TO: APB & BA
FROM: *SK* SUSAN KLAPEL, COMMISSIONER OF NATURAL RESOURCES
RE: Note for APB minutes



Mille Lacs Band of Ojibwe Department of Natural Resources had originally requested an approval for the budget modification of \$100,000.00 in 250-549 Fire Prep budget for a new outer district Multi-Purpose Fire Suppression Vehicle and Side by Side Rangers. (Reference the Passed APB min. of 9/10/15).

We are requesting to have the original request canceled on Band Assembly agenda. We have reduced the budget modification request to \$65,000.00 (reduced amount, and just is noted for APB review.) Further, this request does not have to be reviewed by Band Assembly, as it is under their review threshold for budget modifications.

We are able to cover the cost of the Multi-Purpose Fire Suppression Vehicle and two Side by Side Rangers out of the original budget. One of the Rangers will be used for running equipment to Wildland Fire Fighters to and from the fire hazard zone and the other Ranger will be equipped with a small fire suppression tank to be able to hold water during fire detail.

Darcie BigBear2

From: Joni Wall
Sent: Thursday, September 24, 2015 4:02 PM
To: Angel Oehrlein; Darcie BigBear2; Shelly Day
Subject: RE: 9-23 apb minutes

One more item on this:

The appropriation for Road IRR funds will have the dollars go into accounts 100-123 and 100-127, **not 100-235**.
I will make the correct split according to the grant documents.

Joni

From: Angel Oehrlein
Sent: Thursday, September 24, 2015 8:39 AM
To: Darcie BigBear2; Joni Wall; Shelly Day
Subject: 9-23 apb minutes
Importance: High

Please find attached the minutes from the most recent meeting.

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

Darcie BigBear2

From: Joni Wall
Sent: Thursday, September 24, 2015 10:47 AM
To: Angel Oehrlein; Darcie BigBear2; Shelly Day
Subject: RE: 9-23 apb minutes

Importance: High

Hi,
Just an FYI on this. The ECFE 201-359 appropriation for \$ 13,909.00 is for FY2015 still. This grant started 7/1/15, and even though it isn't used yet, and the fiscal year is almost over, it gets appropriated for FY2015. Grants carryover automatically, so it doesn't really matter in the end.
Thanks,
Joni

From: Angel Oehrlein
Sent: Thursday, September 24, 2015 8:39 AM
To: Darcie BigBear2; Joni Wall; Shelly Day
Subject: 9-23 apb minutes
Importance: High

Please find attached the minutes from the most recent meeting.

Angel Oehrlein
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**ADMINISTRATION POLICY BOARD
REGULAR MEETING
SEPTEMBER 10, 2015 – BAND ASSEMBLY
DISTRICT 3 AAZHOOMOG COMMUNITY CENTER CONFERENCE ROOM**

The Commissioner of Administration called the meeting to order at 10:27 a.m.

MEMBERS PRESENT

Catherine Colsrud, Commissioner of Administration
Michele Palomaki, Assistant Commissioner of Administration (via telephone)
Suzanne Wise, Commissioner of Education
Sam Moose, Commissioner of Health & Human Services
Susan Klapel, Commissioner of Natural Resources (via telephone)

MEMBERS ABSENT

Percy Benjamin, Commissioner of Community Development – attending Band Assembly meeting

QUORUM PRESENT

OTHERS PRESENT

Cyrilla Bauer, Director of Human Resources
Craig Hansen, TERO Director
Angel Oehrlein, Executive Assistant of Administration

Approval of Agenda

The Commissioner of Health & Human Services made a motion to approve the September 10, 2015, Administration Policy Board for Band Assembly approval agenda. The Commissioner of Education seconded the motion. (attachment #1)

ROLL CALL VOTE

Michele Palomaki	--Aye
Suzanne Wise	--Aye
Sam Moose	--Aye
Susan Klapel	--Aye

4- For 0- Against 0- Silent Motion Carried

CONTRACTS

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

Community Development

Garrison Disposal - \$20,000.00 – addendum #1 to cover increased cost of providing weekly solid waste disposal services due to additional Band member customers and an increase in volume of solid waste collected during the 2015 community clean up for total contract amount of \$150,000.00 as submitted (attachment #2)

- Nelson-Degerstrom Construction, LLC - \$27,225.00 – addendum #3 to provide additional materials and labor to renovate the new HHS Family Services Office with changing the funding line item and date extension to November 30, 2015, for total contract amount of \$70,625.00 as submitted (attachment #3)**
- Double D Construction – (\$1,750.00) addendum #2 reduction for credit of unused block and fill materials not needed for construction of two homes in D1 for total contract amount of \$370,218.00 as submitted (attachment #4)**
- Double D Construction – (\$6,969.00) – addendum #3 reduction for credit of unused block and fill materials not needed for construction of rental duplex in D1 for total contract amount of \$284,982.00 as submitted (attachment #5)**
- Thompson Excavating, LLC - \$42,000.00 – to provide annual supply and delivery of black dirt to multiple project sites in Districts 1, 2 and 2a as submitted (attachment #6)**
- Jensen Backhoe - \$37,000.00 – to provide annual supply and delivery of black dirt to multiple project sites in D3 for Earthworks as submitted (attachment #7)**
- Garrison Disposal - \$50,000.00 – to provide annual supply and delivery of roll-offs to multiple Earthworks demolition project sites in D1, 2 and 2a as submitted (attachment #8)**
- Ron's Roll-Offs - \$30,000.00 – to provide annual supply and delivery of roll-offs to multiple Earthworks demolition project sites in D3 as submitted (attachment #9)**
- Garrison Disposal - \$130,000.00 – to provide FY 2016 weekly solid waste hauling services and roll-offs for Spring Clean up in D1, 2 and 2a as submitted (attachment #10)**
- Jack's Construction - \$584,550.00 – to provide materials and labor for construction of three (3) new rental homes in the Zhingwaak Oodena Phase II Development in Hinckley as submitted (attachment #11)**
- Degerstrom & Sons Construction, LLC - \$42,350.00 – to provide materials and labor for an Elder home renovation in Onamia as submitted (attachment #12)**
- Double D Construction – addendum #1 to extend the contract date to November 15, 2015, for construction of an Elder home in McGregor with total contract amount of \$203,907.00 as submitted (attachment #13)**

Natural Resources

- Lensa Investments - \$109,875.00 – to provide remediation/removal of five (5) properties including all buildings, foundations, footings and slabs along with back fill and sealing of water wells and the removal of miscellaneous debris and proper disposal of all materials as submitted (attachment #14)**

Band Member Legal Aid

- Damien F. Toven - \$34,170.00 – to provide services in cases of conflict of interest through September 30, 2016, as submitted (attachment #15)**
- Heather Van Zee - \$17,000.00 – to provide services in cases of conflict of interest through September 30, 2016, as submitted (attachment #16)**

The Commissioner of Education seconded the motion.

ROLL CALL VOTE

Michele Palomaki --Aye
Suzanne Wise --Aye
Sam Moose --Aye
Susan Klapel --Aye

4- For 0- Against 0- Silent Motion Carried

FINANCE

Budget Revisions/Transfers

The Commissioner of Natural Resources made a motion to approve and forward to Band Assembly the following budget revision:

Natural Resources

- FY 2015 – Fire Prep 250-549 - \$100,000.00 – move monies within budget to support the purchase of an additional fire truck to assist with prescribed burns and Wildland fires in the outer districts, a program vehicle truck and a four wheeler as submitted (attachment #17)**

The Assistant Commissioner of Administration seconded the motion.

ROLL CALL VOTE

Michele Palomaki --Aye
Suzanne Wise --Aye
Sam Moose --Aye
Susan Klapel --Aye

4- For 0- Against 0- Silent Motion Carried

REQUEST FOR APPROPRIATION

The Commissioner of Education made a motion to approve and forward to Band Assembly for approval the following requests for appropriation:

Natural Resources

- FY 2015 – PPG 250-551 - \$244,550.00 – request appropriation of BIA Self Governance funding for the Phase II Buckmore Dam project as submitted (attachment #18)**

Education

FY 2015 – Success for Future 201-315 - \$83,008.00 – request appropriation of State grant funds as submitted (attachment #19)

FY 2016 – MN Community Action Grant 201-331 - \$20,089.00 – request appropriation of grant funds as submitted (attachment #20)

FY 2016 – Community Services Block Grant 201-330 - \$26,987.00 – request appropriation of grant funds as submitted (attachment #21)

The Assistant Commissioner of Administration seconded the motion.

The Commissioner of Natural Resources stated the PPG grant funds are part of the Ogechie Lake wild rice restoration.

The Commissioner of Education stated the Success for Future funding will support the World's Best Workforce Program which prepares students for entering the workforce. The other two requests support the Niigaan programs.

ROLL CALL VOTE

Michele Palomaki --Aye
Suzanne Wise --Aye
Sam Moose --Aye
Susan Klapel --Aye

4- For 0- Against 0- Silent Motion Carried

OTHER

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

Education

~~Scholarship Policy Change – revision of how descendants are funded through scholarships as submitted (attachment #22) – Line Item Veto~~

The Commissioner of Health & Human Services seconded the motion.

The Commissioner of Education explained that after this fall semester only enrolled Band members will be funded through the scholarship program. The Commissioner of Natural Resources asked how much money this will save. The Commissioner of Education stated the savings will be over half of the total budget, estimated at over \$1,000,000.00.

The Assistant Commissioner of Administration inquired if a letter will be sent with the updated guidelines. The Commissioner of Education stated once the updated guidelines are approved the information will be sent.

The Commissioner of Administration asked what motivates people to go to school. The Commissioner of Education replied with better recruitment and better planning for the future by working with students to understand they need to take care of themselves after high school graduation and function on their own. The Commissioner of Administration stated conventional wisdom suggests targeting by 3rd and 4th grade and to reinforce throughout their education. By grades 7th and 8th, students should be exposed to higher education facility visits. The Commissioner of Education stated the Nilgaan programs and the school is exploring more ways to help prepare students along with building relationships to assist in support to students through their educational experience. The Wii Doo programs also provide support to students. All will be working towards stronger collaboration between the various programs.

The Commissioner of Natural Resources made a motion to adjourn.

The Commissioner of Education seconded the motion.

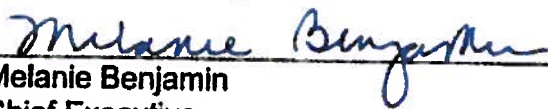
The meeting was adjourned at 10:45 a.m.



Catherine Colsrud
Commissioner of Administration

9/14/15

Date



Melanie Benjamin
Chief Executive

9/15/15

Date

Vetoed Commissioner of Education
position to stop funding for scholarships
after fall semester until the
discussion is held with me.

**ADMINISTRATION POLICY BOARD
REGULAR MEETING
SEPTEMBER 23, 2015 – BAND ASSEMBLY
DISTRICT 1 GOVERNMENT CENTER UPSTAIRS MEDIA ROOM**

The Assistant Commissioner of Administration called the meeting to order at 2:00 p.m.

MEMBERS PRESENT

Michele Palomaki, Assistant Commissioner of Administration
Percy Benjamin, Commissioner of Community Development
Suzanne Wise, Commissioner of Education
Sam Moose, Commissioner of Health & Human Services (via telephone)
Susan Klapel, Commissioner of Natural Resources

MEMBERS ABSENT

Catherine Colsrud, Commissioner of Administration (approved leave)

QUORUM PRESENT

OTHERS PRESENT

Cyrilla Bauer, Director of Human Resources
Christopher Gahbow, Deputy Assistant
Angel Oehrlein, Executive Assistant of Administration

Approval of Agenda

The Commissioner of Natural Resources made a motion to approve the September 23, 2015, Administration Policy Board for Band Assembly approval agenda. The Commissioner of Education seconded the motion. (attachment #1)

ROLL CALL VOTE

Percy Benjamin	--Aye
Suzanne Wise	--Aye
Sam Moose	--Aye
Susan Klapel	--Aye

4- 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:

Administration

InterTribal Software Consultants, Inc. - \$28,900.00 – to provide the final implementation of the check request process of Laserfische for OMB/HR as submitted (attachment #2)

Governmental Affairs

Red Circle Agency - \$325,000.00 – to provide internal communications, website design and development along with other public relations services through September 30, 2016, as submitted (attachment #3)

- Lockridge Grindal Nauen P.L.L.P. - \$250,000.00 – two year contract with \$125,000.00 per year to provide lobbying services through September 30, 2017, as submitted (attachment #4)**
- Lockridge Grindal Nauen P.L.L.P. - \$40,000.00 – two year contract with \$20,000.00 per year to provide Political Action Committee services through September 30, 2017, as submitted (attachment #5)**
- Brett Larson - \$75,000.00 – two year contract with \$37,500.00 per year to provide communications coordination in Mille Lacs, Pine, Aitkin Counties, Minneapolis, St. Paul and other locations through September 30, 2017, as submitted (attachment #6)**
- DeLaForest Consulting, LLC - \$65,000.00 – two year contract with \$32,500.00 per year to provide consulting in Anoka County, St. Paul and other locations through September 30, 2017, as submitted (attachments #7)**
- The Rotunda Group, LLC - \$220,000.00 – two year contract with \$110,000.00 per year to provide lobbying services in St. Paul and other locations through September 30, 2017, as submitted (attachment #8)**
- Tunheim Partners - \$630,000.00 – two year contract with \$315,000.00 per year to provide media relations, crisis management, writing, messaging, legislative strategy and support and other services through September 30, 2017, as submitted (attachment #9)**

Community Development

- Leach Electric, Inc. - \$30,000.00 – to provide materials and labor for small electrical projects for Housing Maintenance and Carpenter Crews in D1, D2, D2A and D3 through September 30, 2016, as submitted (attachment #10)**
- Garrison Disposal - \$52,000.00 – to provide supply and delivery of dumpsters to the Housing Warehouse and project sites in D1, D2 & D2a through September 30, 2016, as submitted (attachment #11)**

Natural Resources

- Landwehr Construction, Inc. - \$250,288.32 – addendum to contract to provide the Lake Ogechie Wild Rice Restoration Project services with date extension to December 31, 2015, for total contract amount of \$880,826.64 as submitted (attachment #12)**

The Commissioner of Natural Resources seconded the motion.

The Commissioner of Natural Resources inquired about the two-year versus one-year contracts. The Assistant Commissioner of Administration stated to coincide with the budget cycle the contracts are being presented as multi-year. The Commissioner of Education stated concern of being locked into the contracts for the length of the two years. The Assistant Commissioner of Administration stated with proper notice the Band has the authority to end a contract.

ROLL CALL VOTE

Percy Benjamin --Aye
Suzanne Wise --Aye
Sam Moose --Aye
Susan Klapel --Aye

4- For 0- Against 0- Silent Motion Carried

FINANCE

Budget Revisions/Transfers

The Commissioner of Health & Human Services made a motion to approve and forward to Band Assembly the following budget transfer:

Band Member Legal Aid

FY 2015 – Court Liaisons 100-151 - \$40,000.00 – transfer funds into BMLA 100-217 to cover expected fiscal year budget shortfalls as submitted (attachment #13)

The Commissioner of Education seconded the motion.

The Commissioner of Health & Human Services inquired what areas the shortfall was in. The Assistant Commissioner of Administration reviewed the backup information which indicates the health insurance line is affected.

ROLL CALL VOTE

Percy Benjamin --Aye
Suzanne Wise --Aye
Sam Moose --Aye
Susan Klapel --Aye

4- 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 the following requests for appropriation:

Community Development

FY 2015 – IRR Roads 100-235 - \$264,140.47 – request appropriation of new grant funds as submitted (attachment #14)

Education

FY 2016 – ECFE 201-359 - \$13,909.00 – request appropriation of State grant funds as submitted (attachment #15)

The Commissioner of Community Development seconded the motion.

ROLL CALL VOTE

Percy Benjamin	--Aye
Suzanne Wise	--Aye
Sam Moose	--Aye
Susan Klapel	--Aye

4- For

0- Against


0- Silent

Motion Carried


The Commissioner of Health & Human Services made a motion to adjourn.

The Commissioner of Community Development seconded the motion.

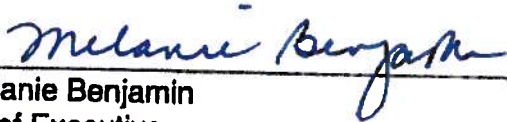
The meeting was adjourned at 2:11 p.m.



Michele Palomaki
Assistant Commissioner of Administration



Date



Melanie Benjamin
Chief Executive



Date

#17

INTEROFFICE MEMO

DATE: 9/8/2015
TO: APB
FROM: SUSAN KLAPEL, COMMISSIONER OF NATURAL RESOURCES
RE: 250-549 FIRE PREP BUDGET REVISION

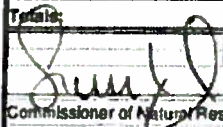



DNR is requesting an approval of a budget revision in the overall amount of \$100,000.00 from 250-549-4000 moving into 250-549-7100.

The dollars will be used to purchase an additional Fire Truck to support prescribed burns and wildland fires in outer districts, a Program Vehicle Truck and a 4-wheeler.

Budget Revision Spreadsheet

#117

Mille Lacs Band of Ojibwe		Date		9/10/2015	
Budget Revision					
Department 250.549					
Program Name Fire Prep					
Source of Revenue		Check ON	Amount	Check ON	Revision Type
	Federal Grant		\$ -		Increase in Revenue and Expenditures
	State Grant		\$ -		Contingency Fund Utilization
	Net Revenue		\$ -	X	Increased Expenditures without
	Carryover		\$ -		Increase in Revenue
	Program Transfer		\$ 100,000.00		Carry Over
	Self Governance		\$ -		
	Total Revenue		\$ 100,000.00		
Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	124,866.19		100,000.00	24,866.19
Health	4105				
Life	4108				
Disability	4107				
Dental	4108				
Work Comp	4109				
Unemployment	4110				
Retirement	4111				
FICA E/S	4112				
Contract Fire Service	4300				
Local Mileage	4400				
Non- Local Travel	4450				
Training	5000				
Miscellaneous	5700				
Office Supply	6100				
Cultural Activities	6200				
Program Supplies	6400				
Building Maintenance	6600				
Vehicle/Equip. Maint	6720				
Emerald Ash	6800				
D3 Storm Clean-up	6802				
Small Equipment	7000				
Equipment	7100	5,198.45	100,000.00		105,198.45
Indirect Cost	9010				
Totals:		\$ 130,064.64	\$ 100,000.00	\$ 100,000.00	130,064.64
 Commissioner of Natural Resources		9/11/2015 Date		 Administration Policy Board	
		Date		Date	

Run date: 09/02/2015 @ 10:45
 Run date: 09/02/2015

Nilife Lasts Band of Diverse Indians
 Revenue and Expense w/Contracts

Subject: A250 XIX XIX-XXIX
 GENREL102 Page 21

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ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	Fiscal year thru period ending 09/30/2015	OUTSTANDING P.O.	CONTRACT COMMITMENTS	AVAILABLE BALANCE	\$ USED
250 549 3301 0000 FIRE PREP SELF GOV C/O REV	48,568.15	.00	48,568.15	.00	.00	.00	(1,000)
250 549 3302 0000 FIRE PREP MUN FIRE RETIREURS	11,205.16	.00	11,205.16	.00	.00	.00	(1,000)
250 549 3305 0000 FIRE PREP SELF GOV. REVENUE	175,484.00	.00	00	.00	.00	175,484.00	.00
250 549 3800 0000 FIRE PREP MISC. REVENUE	51,297.35	.00	51,297.35	.00	.00	.00	(1,000)
250 549 8030 0000 FIRE PREP NET REVENUE	107,000.00	.00	.00	.00	.00	107,000.00	.00
Total Revenue	393,574.66	.00	111,090.66	.00	.00	282,484.00	(1,280)
250 549 4000 0000 FIRE PREP SALARY	211,118.81	1,348.43	86,252.62	.00	.00	124,866.19	.41
250 549 4105 0000 FIRE PREP HEALTH INSURANCE	19,750.94	(30.00)	9,120.69	.00	.00	10,630.25	.46
250 549 4106 0000 FIRE PREP LIFE INSURANCE	1,281.50	.00	209.38	.00	.00	1,072.12	.16
250 549 4107 0000 FIRE PREP DISABILITY INSUR.	3,164.40	.00	732.18	.00	.00	2,432.22	.23
250 549 4108 0000 FIRE PREP DETAIL INSURANCE	1,914.84	(5.79)	290.84	.00	.00	1,624.00	.15
250 549 4109 0000 FIRE PREP WORK COMP	8,017.92	65.59	3,704.41	.00	.00	4,313.51	.46
250 549 4130 0000 FIRE PREP UNEMPLOYMENT	3,026.58	11.22	1,010.44	.00	.00	2,016.14	.33
250 549 4111 0000 FIRE PREP RETIREMENT	8,490.61	.00	.00	.00	.00	8,490.61	.00
250 549 4112 0000 FIRE PREP FICA EMPLOYERSHAR	12,367.61	100.49	6,606.33	.00	.00	5,761.28	.53
250 549 4300 0000 FIRE PREP CONTRACT FIRE SERV	1,124.00	.00	.00	.00	.00	1,124.00	.00
250 549 4400 0000 FIRE PREP LOCAL MILITARY	2,287.07	.00	1,348.39	.00	.00	938.68	.59
250 549 4450 0000 FIRE PREP NON LOCAL TRAVEL	11,291.67	.00	4,231.23	.00	.00	7,060.44	.37
250 549 4550 0000 FIRE PREP POSTAGE	10.00	.00	.48	.00	.00	9.52	.05
250 549 5000 0000 FIRE PREP TRAINING	1,890.00	.00	1,279.00	.00	.00	611.00	.88
250 549 5200 0000 FIRE PREP MISCELLANEOUS	2,478.19	.00	2,340.44	.00	.00	137.75	.94
250 549 6100 0000 FIRE PREP OFFICE SUPPLY	752.86	.00	51.96	.00	.00	200.90	.21
250 549 6200 0000 FIRE PREP CULTURAL ACTIVITI	1,000.00	.00	500.00	.00	.00	500.00	.50
250 549 6400 0000 FIRE PREP PROGRAM SUPPLIES	8,776.77	.00	4,861.16	.00	.00	2,815.61	.88
250 549 6720 0000 FIRE PREP VEHICLE/EQUIP. MA	14,762.90	.00	14,582.81	.00	.00	179.09	.16
250 549 6800 0000 FIRE PREP EMPLOYEESHARE	4,000.00	.00	.00	.00	.00	4,000.00	.00
250 549 7000 0000 FIRE PREP SMALL EQUIPMENT	255.00	.00	16.13	.00	.00	238.87	.06
250 549 7100 0000 FIRE PREP EQUIPMENT	62,755.62	.00	57,557.17	.00	.00	5,198.45	.92
250 549 9010 0000 FIRE PREP INDIRECT COST	13,557.37	.00	12,438.05	.00	.00	1,121.32	.92
Total Expenditure	393,574.66	1,480.94	207,131.71	3,655.62	.00	182,787.33	.54
	.00	(1,480.94)	(96,041.05)	(3,655.62)	.00	99,686.67	.00

#18



Mille Lacs Band of Ojibwe DNR/Env

Memo

To: APB & Band Assembly
From: Perry Bunting, Environmental Programs Manager
CC:
Date: September 4, 2015
Re: BIA 2015 Great Lakes Restoration Initiative (GLRI) funds appropriation - Lake Ogechie Wild Rice Restoration Project

I am requesting appropriation of \$244,550 from the BIA 2015 GLRI self-governance funds. The current budget is \$650,423.29 and the revised budget will be \$894,973.29.

The GLRI funds will be used to complete Phase II, Buckmore Dam modifications, which will lower the water levels on Lake Ogechie while maintaining water levels on Mille Lacs Lake. The overall Lake Ogechie Habitat and Wild Rice Restoration project included Phase I (completed in June of 2015) with the construction of a new dam at the outlet of Mille Lacs Lake where it enters the Rum River.

Phasing this project was necessary as previous GLRI funds were insufficient.

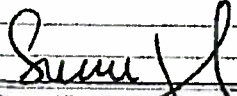
If you have any questions or would like to discuss the project more in depth, please call me at extension 7446.

Thank you,

Perry Bunting

Budget Revision Spreadsheet

#18

Mille Lacs Band of Ojibwe			Date 9/3/2015			
Budget Revision						
Department DNR						
Program Name PPG 250-551						
Source of Revenue	Check		Amount	Check		
	ON			ON	Revision Type	
	Self-Governance	x		244550	x	
	State Grant		\$ -		Increase in Revenue and Expenditures	
	Net Revenue		\$ -		Contingency Fund Utilization	
	Carryover		\$ -		Increased Expenditures without	
	Program Transfer		\$ -		Increase in Revenue	
	Income		\$ -		Carry Over	
	Total Revenue		\$ -			
Expenditures:	Account Code		Current Budget	Increase	Decrease	Revised Amount
GL Restore BIA Contracting	4300		650,423.29	244,550.00	-	894,973.29
Totals:			\$ 650,423.29	\$ 244,550.00	\$ -	894,973.29
 Susan Klapek, Commissioner of Natural Resources			9/8/2015		MA 9214 Administration Policy Board	Date

Run date: 06/17/2015 @ 13:10
 Bus date: 07/31/2015

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

Select... A250-XXX-XXXX-XXXX
 BUDGET.L02 Page 21

561
 X

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	YEAR TO DATE EXPENDITURES	Fiscal year thru period ending 07/31/2015 P.O. OUTSTANDING	CONTRACT COMMITMENTS	AVAILABLE BALANCE	% USED
250-551-3305-0000 GL RESTORE BIA REVENUE	650,423.29	.00	.00	.00	.00	650,423.29	.00
Total Revenue	650,423.29	.00	.00	.00	.00	650,423.29	.00
250-551-4300-0000 GL RESTORE BIA CONTRACTING	650,423.29	32,254.66	599,072.12	.00	51,351.17	.00	1.00
Total Expenditure	650,423.29	32,254.66	599,072.12	.00	51,351.17	.00	1.00
	.00	(32,254.66)	(599,072.12)	.00	(51,351.17)	650,423.29	.00

SELF-GOVERNANCE FUNDS

REQUEST NO.: OSG1399

DEPARTMENT OF THE INTERIOR
 SELF-GOVERNANCE COMPACT/FUNDING AGREEMENT AND AMENDMENTS
 AUTHORITY TO OBLIGATE

COMPACT NO.: GT-OSGT410-15

DOC REQUEST NO.: 18

COMPACT TRIBE/TRIBAL CONSORTIUM: MILLE LACS BAND OF CHIPPEWA

COMPACT PERIOD: Fiscal Year 2015

DATE: Tuesday, September 01, 2015

ACCT Line	BFY	Program	Description	Current Authority	Increase Decrease	Total Authority
1	15-16	T9240	S/G OIP (2 Year)	\$1,580,743	\$0	\$1,580,743
5	15-16	T9A40	S/G OIP - UTB (2 Year)	\$16,750	\$0	\$16,750
7	2015	95500	S/G HHS-N.E.W. AND TANF	\$4,550,816	\$61,723	\$4,612,539
10	2015	92900	S/G BLM-FIRE MANAGEMENT	\$175,484	\$0	\$175,484
15	2015	95700	S/G LABOR-JTPA IV-A, II-B	\$65,973	\$0	\$65,973
17	15-16	99500	TRUST-NATURAL RESOURCES (REIMBURSABLE)	\$0	\$244,550	\$244,550
Total:				\$6,389,766	\$306,273	\$6,696,039

Authority to Obligate: All conditions and restrictions contained in 42 BIAM Supplement 4 apply to this agreement. You may not exceed this limitation without additional authority signed by the allottee of these funds.


 Signature of Authorizing Official
 Director, Office of Self-Governance

SEP 01 2015

 Date

This Funding Agreement/Amendment is offered under authority of Title IV, P.L. 100-472, P.L. 102-184, and P.L. 93-638 as amended, the Indian Self-Determination and Education Assistance Act.

Listing of Increases/Decreases

Cost Code	Description	Amount
95520 NON TPA	Native Employment Works (NEW) - HHS Redistribution of FY 2015 Native Employment Works (NEW) funds for the inclusion in approved plans of the tribes participating in the P.L. 102-477 program. Funds made available from the D.H.H.S. This is a one-time distribution of funds. 15TANF005	\$61,723
	ROLLUP 95500 Total:	\$61,723
99500 NON TPA	Resources Management FY 2015 reprogramming of funds for Great Lakes Restoration Initiative (GLRI). This is a one-time distribution of funds. 15REIM001	\$244,550
	ROLLUP 99500 Total:	\$244,550
	COMPACT TOTAL:	\$306,273

#19



Memorandum

TO: APB/BA
FROM: Heather Sasse, School Counselor
DATE: September 9, 2015
RE: Success for the Future Grant

The Minnesota Department of Education has awarded the Nay Ah Shing – Mille Lacs ISD #1480 \$83,008 for SFY 2016 for success for the Future period 7/1/15-6/30/16.

Because the funds are now formula based there won't be a grant agreement each year. The only document we will receive is the attached spreadsheet for New American Indian Education Aid Formula. We will appropriate year two funding at the beginning of the next SFY.

Please appropriate these funds to 201-315 according to the attached budget.

Thanks

Heather

#19

Mille Lacs Band of Ojibwa

Date 9/9/2016

Budget Revision

Department 201-315

Program Name Success for the Future

Source of Revenue	Check on	Amount	Check on	Revision Type
Federal Grant		-		
State Grant	X	83,008.00	X	Increase in Revenue and Expenditures Contingency Fund Utilization
Private Grant		-		
Net Revenue		-		Increased Expenditures without Increase in Revenue
Carryover		-		
Program Transfer		-		
Income		-		
Total Revenue		83,008.00		

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salary	4000		61,530.00		61,530.00
Health	4105		-		-
Life	4108		243.00		243.00
Disability	4107		600.00		600.00
Dental	4108		-		-
Work Comp	4109		175.00		175.00
Unemployment	4110		915.00		915.00
Retirement	4111		-		-
FICA E/S	4112		4,707.00		4,707.00
PERA	4113		-		-
Contract Services	4300		-		-
Local Milage	4400		2,000.00		2,000.00
Non- Local Travel	4450		2,500.00		2,500.00
Communication	4500		-		-
Postage	4550		-		-
Training	5000		2,500.00		2,500.00
Legal Services	5100		-		-
Finance Charges	5110		-		-
Misc.	5700		-		-
Support Services	6030		-		-
Office Supplies	6100		1,000.00		1,000.00
Insurance	6120		-		-
Program Supply	6200	-	2,000.00		2,000.00
Printing/Copy	6300		-		-
Program Supplies	6400		-		-
Rent	6500		-		-
Equip Lease/Repair	6600		-		-
Donations	6668		-		-
Utilities	6700		-		-
Equip O & M	6720		-		-
Program Activities	6800		2,838.00		2,838.00
Transp Assistance	6802		2,000.00		2,000.00
Small Equipment	7000		-		-
Equipment	7100		-		-
Construction	7200		-		-
IDC	9010		-		-
Totals:		\$ -	\$ 83,008.00	\$ -	83,008.00

Commissioner Signature _____ Date _____

M.L.P. 9/21/16
Board Chair Signature _____ Date _____

		New American Indian Education Aid Formula											
Minimum Aid for Eligible Districts		\$ 20,000											
Minimum American Indian Enrollment to Qualify for Aid		20											
Sliding Scale Rate for Count over Minimum		398											
Dist Num	District Name	FY 2016						FY 2017					
		Amer Indian Enrollment Oct 14	Initial Aid before hold harm	FY 2015 Success for the Future Grant	TOTAL INCLUDING HOLD HARMLESS	Increase over Okd Law	Amer Indian Enrollment Oct 15 Estimate	Initial Aid before hold harm	FY 2015 Success for the Future Grant	TOTAL INCLUDING HOLD HARMLESS	Increase over Okd Law		
TOTAL		20,753	8,641,015	2,137,000	8,742,269	6,605,269	21,219	8,798,171	2,137,000	8,690,414	6,753,414		
1480	NAY-AH-SHING	196	83,008	69,452	83,008	13,556	200	84,584	69,452	84,584	15,132		

#20

✓
#21

MEMORANDUM

TO: APB and Band Assembly

FROM: Byron Ninham, Director Niigaan Program

SUBJECT: CSBG/MNCAG Grant FY 2016 Appropriation request

DATE: 08/31/2015



The Mille Lacs Band of Ojibwe Niigaan Program has been awarded \$20,089 for the Minnesota Community Action Grant and \$26,987 for the Community Services Block Grant. These funds are for salaries, fringe, program activities and IDC.

FY 2016 Appropriation: MNCAG money is available to spend July 1, 2015 through June 30, 2016, \$20,089.

FY 2016 Appropriation: CSBG money is available to spend October 1, 2015 through September 30, 2016, \$26,987.

Thank you,

Byron Ninham

Mille Lacs Band of Ojibwe

Date _____

#20

Budget Revision

Department 201-331

Program Name MCAG SFY 2016

Source of Revenue	Check ON	Amount	Check ON	Revision Type
Federal Grant		-		Increase in Revenue and Expenditures
State Grant	X	20,089.00		Contingency Fund Utilization
Private Grant		-		
Net Revenue		-		Increased Expenditures without
Carryover		-		Increase in Revenue
Program Transfer		-		
Income		-		
Total Revenue		<u>20,089.00</u>		

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salary	4000		9,874.00		9,874.00
Health	4105		2,223.98		2,223.98
Life	4106		56.10		56.10
Disability	4107		198.00		198.00
Dental	4108		238.92		238.92
Work Comp	4109		33.99		33.99
Unemployment	4110		222.75		222.75
Retirement	4111		597.96		597.96
FICA E/S	4112		762.30		762.30
PERA	4113				-
Contract Services	4300				-
Local Milage	4400				-
Non- Local Travel	4450				-
Communication	4500				-
Postage	4550				-
Training	5000				-
Legal Services	5100				-
Finance Charges	5110				-
Misc.	5700				-
Support Services	6030				-
Office Supplies	6100				-
Insurance	6120				-
Program Supply	6200		3,472.00		3,472.00
Printing/Copy	6300				-
Program Supplies	6400				-
Rent	6500				-
Equip Lease/Repair	6600				-
Donations	6668				-
Utilities	6700				-
Equip O & M	6720				-
Program Activities	6800				-
Transp Assistance	6802				-
Small Equipment	7000				-
Equipment	7100				-
Construction	7200				-
IDC	9010		2,409.00		2,409.00
Totals:		\$ -	\$ 20,089.00	\$ -	20,089.00

Commissioner Signature _____

Date _____

Board Chair Signature _____

Date _____

MW 9-21-16

#21

Mille Lacs Band of Ojibwe Date _____
Budget Revision
 Department 201-330
 Program Name CSBG SFY 2016

Source of Revenue	Check or	<u>Amount</u>	Check or	Revision Type
Federal Grant		-		Increase in Revenue and Expenditures
State Grant	X	26,987.00		Contingency Fund Utilization
Private Grant		-		
Net Revenue		-		Increased Expenditures without
Carryover		-		Increase in Revenue
Program Transfer		-		
Income		-		
Total Revenue		26,987.00		

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salary	4000		10,918.00		10,918.00
Health	4105		1,869.00		1,869.00
Life	4106		56.57		56.57
Disability	4107		166.38		166.38
Dental	4108		200.77		200.77
Work Comp	4109		37.16		37.16
Unemployment	4110		187.18		187.18
Retirement	4111		657.20		657.20
FICA E/S	4112		838.00		838.00
PERA	4113				-
Contract Services	4300				-
Local Mileage	4400				-
Non- Local Travel	4450		709.00		709.00
Communication	4500				-
Postage	4550				-
Training	5000				-
Legal Services	5100				-
Finance Charges	5110				-
Misc.	5700				-
Support Services	6030				-
Office Supplies	6100				-
Insurance	6120				-
Program Supply	6200		8,110.00		8,110.00
Printing/Copy	6300				-
Program Supplies	6400				-
Rent	6500				-
Equip Lease/Repair	6600				-
Donations	6688				-
Utilities	6700				-
Equip O & M	6720				-
Program Activities	6800				-
Transp Assistance	6802				-
Small Equipment	7000				-
Equipment	7100				-
Construction	7200				-
IDC	9010		3,236.74		3,236.74
Totals:		\$ -	\$ 26,987.00	\$ -	\$ 26,987.00

Commissioner Signature _____ Date _____

MU 9-21-15

Board Chair Signature _____ Date _____

State of Minnesota Grant Contract

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the TRIBAL GOVERNMENT. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract: \$94,152.00		MNCAG and CSBG
FinDeptID MN CAG H5531767	amount for state fiscal year 2016: \$20,089.00	
	state fiscal year 2017: \$20,089.00	
FinDeptID CSBG H5531823	amount for state fiscal year 2016: \$25,987.00	
	state fiscal year 2017: \$25,987.00	

Unspent encumbrances to be certified to meet future obligations in accordance with Minnesota Statutes, section 16A.28

Starts in fiscal year: 2016	Vendor ID: 0000196089
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SWIFT Grant# / Encumbrance #: GRK3694797 3000036775

Number/Date/Initials: 6/26/2015 SBB

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15

Notice to TRIBAL GOVERNMENT: You are required by Minnesota Statutes, section 270C.65 to provide your social security number or Federal employer tax identification number and Minnesota tax identification number if you do business with the State of Minnesota. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you to file state tax returns and pay delinquent state tax liabilities. This grant contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the grant contract and the payment of state obligations.

Tribal Government Name and Address:

**Mille Lacs Band of Ojibwa
Community Youth Services
43408 Oodena Drive
Onamia MN 56359**

Soc. Sec. or Federal Employer I.D. No.:

41-1661577

Minnesota Tax I.D. No. (if applicable):

5358203

**State of Minnesota Department of Human Services Grant Contract
Minnesota Community Action Grant (MCAG) and Community Services Block Grant
(CSBG)**

RECITALS

WHEREAS, the State of Minnesota, Department of Human Services Office of Economic Opportunity, is authorized to enter into grant contracts pursuant to Community Services Block Grant Act (42 U.S.C. 9901 et. Seq.), as amended by the Coats Human Services Reauthorization Act of 1998, and Minnesota Statutes, section 256.01 Subd 2(a)(6); and

WHEREAS, the State of Minnesota is seeking provision of assistance to local communities, through a network of community action agencies and other neighborhood-based organizations, to enable the reduction of poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals in rural and urban areas to become fully self-sufficient, in accordance with The Community Services Block Grant Act.

WHEREAS, the State of Minnesota, pursuant to Minnesota Statutes, section 16C.05, subdivision 7, shall not require an Indian tribe or band to deny their sovereignty as a requirement or condition of a contract with the State or an agency of the State; and

WHEREAS STATE is permitted to share information with the TRIBAL GOVERNMENT in accordance with Minnesota Statute, section 13.46, and

WHEREAS, the TRIBAL GOVERNMENT represents that it is duly qualified and willing to perform the services set forth herein;

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services Office of Economic Opportunity (hereinafter STATE) and Mille Lacs Band of Ojibwa, an independent TRIBAL GOVERNMENT, not an employee of the State of Minnesota, Community Youth Services 43408 Odessa Drive Onamia MN 56354 (hereinafter TRIBAL GOVERNMENT), witnesseth that:

NOW, THEREFORE, it is agreed:

1. TRIBAL GOVERNMENT'S DUTIES. TRIBAL GOVERNMENT shall:

(a.) The TRIBAL GOVERNMENT shall perform the specific duties as described in Attachment A, Work Plan, which is incorporated by reference and made a part of this agreement. The Tribal Government shall provide the services, perform the activities, and achieve the performance measurements as indicated in Attachment A.

(b.) The TRIBAL GOVERNMENT shall operate consistent with any operating procedures, guidelines, and policies issued by the STATE relating to the performance of this Agreement.

(c.) The TRIBAL GOVERNMENT agrees to cooperate with the STATE's monitoring activities related to services under this contract and will implement and comply with any remedial action as is proposed by the STATE.

(d.) As set forth and within the limits of Attachment A, TRIBAL GOVERNMENT will:

- 1) Strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty;
- 2) Organize a range of services related to the needs of low-income families and individuals, which have a measurable and potentially major impact on the causes of poverty in the community and help the families and individuals achieve self-sufficiency;
- 3) Make use of innovative and effective community-based approaches to addressing the causes and effects of poverty and community breakdown;
- 4) Maximize participation of residents of low-income communities and members of the groups served by TRIBAL GOVERNMENT to empower such residents and members to respond to the unique problems and needs within their communities; and,
- 5) Broaden the resource base of TRIBAL GOVERNMENT programs directed to the elimination of poverty so as to secure a more active role in the provision of services for private, religious, charitable, and neighborhood-based organizations as well as individual citizens and business, labor and professional groups who are able to influence the quantity and quality of opportunities and services for the poor.

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by TRIBAL GOVERNMENT pursuant to this grant shall be paid by the STATE as follows:

(a.) Compensation. TRIBAL GOVERNMENT will be paid as follows

Compensation shall be consistent in accordance with Attachment B, Budget, which is attached and incorporated into and made into this grant contract.

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by TRIBAL GOVERNMENT'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. TRIBAL GOVERNMENT shall not be reimbursed

for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

1. The TRIBAL GOVERNMENT shall be responsible for establishing and maintaining records identifying interest and/or investment income earned on program funds. Income so earned shall be added to the existing funding of this Agreement and be used for any allowable grant expenditure.
2. The STATE shall notify the TRIBAL GOVERNMENT of funding availability through a Notice of Funds Available (NFA). The TRIBAL GOVERNMENT shall execute the NFA and the NFA shall be incorporated by reference into this grant agreement.
3. Monies obligated under this grant contract for Community Services Block Grant FFY 2016 funding is available October 1, 2015. Monies obligated under this grant contract for Community Services Block Grant FFY 2017 funding is available October 1, 2016.
4. Monies obligated under this grant contract for Minnesota Community Action Grant funding must be expended by June 30, 2017, or returned to the STATE. Monies obligated under this grant contract for Community Services Block Grant funding must be expended by December 31, 2017, or returned to the STATE.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to TRIBAL GOVERNMENT shall not exceed Ninety four thousand one hundred fifty two dollars (\$94,152.00).

(d.) (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Payments shall be made by the STATE promptly after TRIBAL GOVERNMENT'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause VII. Invoices shall be submitted in a form prescribed by the STATE. Each month GRANTEE shall submit a combined Cash Request/Financial Status Report (CR/FSR) to the STATE to request reimbursement and report expenditures to Enterprise Grant Management System (EGMS).

(b.) As required by OMB Uniform Grant Guidance (CFR 200.305) grantees may request one initial cash advance equal to one calendar month of planned expenditures, followed by monthly/ cost reimbursement based on the previous month's expenses as documented by receipts, invoices, travel vouchers, and time sheets. To be eligible, GRANTEE must maintain or demonstrate the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the grantee, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a grantee must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash

requirements of the grantee in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the grantee for direct program or project costs and the proportionate share of any allowable indirect costs. The grantee must make timely payment to contractors in accordance with the contract provisions.

(c.) If actual expenditures of the TRIBAL GOVERNMENT are less than provided in the approved program line item budget at the end of the grant's term, the STATE shall reduce the final payment so as not to exceed expenditures.

(d.) TRIBAL GOVERNMENT shall have a system that ensures the timing and amount of cash received is as close as administratively feasible to the actual disbursement of program costs.

(e.) The TRIBAL GOVERNMENT shall maintain an accurate Authorized Signature Form for cash requests on file with the Office of Economic Opportunity, with signatures of the individuals authorized to draw cash. A duplicate will be kept on file by the TRIBAL GOVERNMENT.

(f.) For contracts in force during more than one State Fiscal Year, the TRIBAL GOVERNMENT agrees to submit Expenditure Report within 30 days after the end of a state fiscal year for expenses incurred during that state fiscal year. The State Fiscal Year runs July 1 through June 30.

(g.) The TRIBAL GOVERNMENT agrees to submit a final Financial Status Report (FSR) and a payment for the balance of any unspent and unobligated grant funds to the STATE within 30 days of the termination of this Agreement. Failure to submit a final FSR within this period may result in disallowance of payment for any expenditure not previously submitted.

(h.) Payments are to be made from federal funds obtained by the STATE through Community Services Block Grant Act (42 U.S.C. 9901 et. Seq.), the Coats Human Services Reauthorization Act of 1998 (Public law 106-113 and amendments thereto), Catalog of Federal Domestic Assistance (CFDA) No. 93.569, Federal award name and number Community Services Block Grant (CSBG) G-16B1MNCOSR. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the TRIBAL GOVERNMENT. In the event of such termination, TRIBAL GOVERNMENT shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(i.) TRIBAL GOVERNMENT's Data Universal Numbering System (DUNS) number is 043482988. The Data Universal Numbering System (DUNS) number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities

3. CONDITIONS OF PAYMENT. All services provided by TRIBAL GOVERNMENT pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. TRIBAL GOVERNMENT shall not receive payment for work found

by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The TRIBAL GOVERNMENT must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant or future grants the following:

- 4.1. Any amounts received by the TRIBAL GOVERNMENT from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated.
- 4.2. Any amounts paid by the TRIBAL GOVERNMENT to a subcontractor not authorized in writing by the STATE.
- 4.3. Any amount paid by the STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by the STATE as non-allowable under the line item budget, clause 2.1(a).
- 4.4. Any amounts paid by the STATE for which the TRIBAL GOVERNMENT'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by the TRIBAL GOVERNMENT to perform contract services, in accordance with clause 1 Tribal Government's Duties.
- 4.5. Any amount identified as a financial audit exception.

5. TERMS OF CONTRACT. This grant shall be effective on July 1, 2015, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2017, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. TRIBAL GOVERNMENT understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and TRIBAL GOVERNMENT is notified to begin work by the STATE's Authorized Representative. The TRIBAL GOVERNMENT shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 12. State Audits; 15. Information Privacy and Security; 16. Ownership of Materials and Intellectual Property Rights.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or TRIBAL GOVERNMENT at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, TRIBAL GOVERNMENT shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the TRIBAL GOVERNMENT has breached a material term of the grant contract, or when TRIBAL GOVERNMENT'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the TRIBAL GOVERNMENT. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the TRIBAL GOVERNMENT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the TRIBAL GOVERNMENT notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1., upon STATE's knowledge of a curable material breach of the grant contract by TRIBAL GOVERNMENT, STATE shall provide TRIBAL GOVERNMENT written notice of the breach and ten (10) days to cure the breach. If TRIBAL GOVERNMENT does not cure the breach within the time allowed, TRIBAL GOVERNMENT will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If TRIBAL GOVERNMENT has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

7. Default. If the TRIBAL GOVERNMENT fails to comply with one or more provisions of this grant contract, the STATE may by written notice claim that the TRIBAL GOVERNMENT is in default and specify a period of time, not less than fourteen (14) and not more than sixty (60) days from receipt of notification, by which such alleged default must be corrected. TRIBAL GOVERNMENT shall be notified that should such alleged default fail to be corrected within the specified period, or should the TRIBAL GOVERNMENT fail to prove the lack of default, the STATE may terminate the contract. Nothing in this section shall limit the STATE's right to cancel the grant contract in accordance with the provisions of clause 6. Cancellation.

8. AUTHORIZED REPRESENTATIVES AND RESPONSIBLE AUTHORITY.

8.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is Tikid Brown or her successor. Such representative shall have final authority for acceptance of TRIBAL GOVERNMENT'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2.

8.2. Tribal Government. The TRIBAL GOVERNMENT'S Authorized Representative is Susan Wise or his/her successor. If the TRIBAL GOVERNMENT GOVERNMENT'S Authorized Representative changes at any time during this grant contract, the TRIBAL GOVERNMENT must immediately notify the STATE.

8.3. Information Privacy and Security. (If applicable) TRIBAL GOVERNMENT GOVERNMENT'S responsible authority for the purposes of complying with data privacy and security for this grant contract is Susan Wise or his/her successor.

9. ASSIGNMENT. TRIBAL GOVERNMENT shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

10. AMENDMENTS. Any amendments to this grant contract shall be in writing, and shall be executed by the same parties who executed the original grant contract, or their successors in office.

11. SUBCONTRACTS.

11.1. Subcontracts. No rights or obligation of the TRIBAL GOVERNMENT under this contract shall be subcontracted by the TRIBAL GOVERNMENT without prior written approval of the STATE. All subcontracts will incorporate the laws, rules and regulations governing this contract. The TRIBAL GOVERNMENT shall bear full responsibility for performance under all approved subcontracts, shall forward copies of such subcontracts to the STATE upon request, and shall bear all costs for defense of any litigation arising out of any subcontract.

(a.) When a TRIBAL GOVERNMENT subcontracts to another organization (a subgrantee), all of the DHS/OEO grant requirements shall be included in the grant agreements with the subgrantee and with all additional tiers of subgrantees.

(b.) GRANTEE must monitor subgrantees, including for-profit subgrantees through a pre-award survey or a post-award review.

11.2 Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within ten (10) calendar days of the prime contractor's receipt of payment from the STATE for undisputed services provided by subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

12. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the TRIBAL GOVERNMENT and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the Contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

13. FEDERAL AUDIT REQUIREMENTS AND TRIBAL GOVERNMENT DEPARTMENT INFORMATION.

(a.) TRIBAL GOVERNMENT certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2,

subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

(b.) If the TRIBAL GOVERNMENT has an independent audit, a copy of the audit shall be submitted to the STATE within nine months of completion. If the TRIBAL GOVERNMENT is not required to have a single or program-specific audit conducted according to OMB Uniform Grant Guidance and it receives \$75,000 or more annually in federal or state funds, it will have an annual financial statement audit per generally accepted auditing standards. The TRIBAL GOVERNMENT will submit a copy of the fiscal year audit to the STATE.

(c.) TRIBAL GOVERNMENT must submit comments on the findings and recommendations in the single audit report and management letter, including a plan for corrective action taken or planned, and comments on the status of corrective action taken on prior findings.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

TRIBAL GOVERNMENT certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. TRIBAL GOVERNMENT'S certification is a material representation upon which the grant contract award was based. TRIBAL GOVERNMENT shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the TRIBAL GOVERNMENT must certify the following, as required by the regulations implementing Executive Order 12549. TRIBAL GOVERNMENT'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this grant contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this grant contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this grant contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant contract.

14. INDEMNIFICATION AND INSURANCE.

14.1 Indemnification. In the performance of this grant contract by TRIBAL GOVERNMENT, or TRIBAL GOVERNMENT'S agents or employees, the TRIBAL GOVERNMENT must indemnify, save, and hold harmless the STATE, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the STATE, to the extent caused by TRIBAL GOVERNMENT'S: 1.) Intentional, willful, or negligent acts or omissions; or 2.) Actions that give rise to strict liability; or 3.) Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of the STATE'S sole negligence. This clause will not be construed to bar any legal remedies the TRIBAL GOVERNMENT may have for the STATE'S failure to fulfill its obligation under this grant contract.

14.2. Insurance. The TRIBAL GOVERNMENT agrees to at all times during the term of this grant contract to keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by the TRIBAL GOVERNMENT or by a subcontractor or by anyone directly or indirectly employed by the TRIBAL GOVERNMENT under the grant contract. Upon execution of this grant contract, the TRIBAL GOVERNMENT shall furnish the STATE with a certificate of commercial liability insurance.

15. INFORMATION PRIVACY AND SECURITY

The TRIBAL GOVERNMENT and STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, ch. 13, and the Health Insurance Portability Accountability Act ["HIPAA"], 45 C.F.R. § 164.103, et seq., as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the TRIBAL GOVERNMENT under this grant contract.

The TRIBAL GOVERNMENT AND STATE agrees that each party is responsible for its own acts and the acts of its employees, agents, and assigns. Among the other legal duties and responsibilities, each party acknowledges and understands its own individual responsibilities and duties for ensuring compliance with data privacy statutes, rules and regulation affecting the collection, storage, use and sharing of protected health information.

If the TRIBAL GOVERNMENT receives a request to release the data referred to in this clause, the TRIBAL GOVERNMENT must immediately notify and consult with the STATE's Authorized Representative as to how the TRIBAL GOVERNMENT should respond to the request. The TRIBAL GOVERNMENT's response to the request shall comply with applicable law.

15.1. Information Covered by this Provision. In carrying out its duties, TRIBAL GOVERNMENT shall be handling one or more types of private information, collectively referred to as "protected information," concerning individual clients of STATE programs or services. "Protected information," for purposes of this grant contract, includes any or all of the following:

- (a) Private data (as defined in Minnesota Statutes, section 13.02, subdivision 12), confidential data (as defined in Minnesota Statutes, section 13.02, subdivision 3), welfare data (as governed by Minnesota Statutes, section 13.46), medical data (as governed by Minnesota Statutes, section 13.384), and other non-public data governed elsewhere in the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13;
- (b) Health records (as governed by the Minnesota Health Records Act [Minnesota Statutes, sections 144.291 - 144.298]);
- (c) Chemical health records (as governed by 42 U.S.C. § 290dd-2 and 42 C.F.R. §§ 2.1 to 2.67);
- (d) Protected health information ("PHI") (as defined in and governed by the Health Insurance Portability and Accountability Act ["HIPAA"], 45 C.F.R. § 160.103);
- (e) Federal tax information ("FTI") (as protected by 26 U.S.C. § 6103), and
- (f) Other data subject to applicable state and federal statutes, rules, and regulations affecting the collection, storage, use, or dissemination of private or confidential information.

15.2. General Oversight Responsibilities. TRIBAL GOVERNMENT shall be responsible for ensuring proper handling and safeguarding by its employees, subcontractors, and authorized agents of protected information collected, created, used, maintained, or disclosed on behalf of STATE. This responsibility includes:

- (a) Training: Ensuring that employees and agents comply with and are properly trained regarding, as applicable, the laws listed in 15.1, and
- (b) Minimum necessary access to information. TRIBAL GOVERNMENT shall comply with the "minimum necessary" access and disclosure rule set forth in the HIPAA and the MGDPA. The collection, creation, use, maintenance, and disclosure by TRIBAL GOVERNMENT shall be limited to "that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government." See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minnesota Statutes, section 13.05 subdivision 3.

(c) Information Requests. Unless provided for otherwise in this grant contract, if TRIBAL GOVERNMENT receives a request to release protected information, TRIBAL GOVERNMENT must immediately notify STATE. STATE shall provide TRIBAL GOVERNMENT instructions or direction concerning the release of the data to the requesting party before the data is released. See paragraph 15.3(e) below regarding requests from individuals for their own data.

15.3. Additional Duties to Ensure Proper Handling of Protected Information.

The TRIBAL GOVERNMENT shall:

(a) Not use or disclose protected health information other than as permitted or required by this grant contract or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by this grant contract;

(c) As required at 45 C.F.R. §164.410, report to STATE any use or disclosure of protected health information that is not provided for by the grant contract of which TRIBAL GOVERNMENT becomes aware, including any breach of unsecured protected health information or any other "privacy" or "security incident" as described below. Upon direction from STATE, TRIBAL GOVERNMENT must also attempt to mitigate harmful effects resulting from the disclosure.

(i) For purposes of this grant contract, "Security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Security incident shall not include pings and other broadcast attacks on TRIBAL GOVERNMENT's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above; so long as such incidents do not result in unauthorized access, use or disclosure of STATE's information. "Privacy Incident" means violation of the MGDPA and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached.

(ii) The report to the STATE must be in writing and must be sent to STATE not more than seven (7) days after learning of such non-permitted use or disclosure. The report must, at a minimum: 1) identify the nature of the non-permitted use or disclosure; 2) identify the PHI used or disclosed; 3) identify who made the non-permitted use or disclosure, and who received the non-permitted or violating disclosure, if known; 4) identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; 5) identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and 6) provide such other information, including any written documentation, as STATE may reasonably request.

(iii) TRIBAL GOVERNMENT will provide notice required by 45 C.F.R. §§ 164.404 through 164.408 to affected individuals, news media, and/or the Office of Civil Rights, Department of Health and Human Services, only upon direction from and in coordination with the STATE.

(d) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree in writing to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Within ten (10) business days of a request from an individual or their designee, make available protected health information in a designated record set, consistent with Minnesota Statutes, section 13.04, subd. 3, and 45 C.F.R. § 164.524;

(f) Within ten (10) business days, forward any request to make any amendment(s) to protected health information in a designated record set to STATE in order for the STATE to satisfy STATE's obligations under Minnesota Statutes, section 13.04, subdivision 3 and 45 C.F.R. §164.526;

(g) Maintain and make available no later than fifteen (15) days after receipt of request from the STATE, the information required to provide an accounting of disclosures to the STATE as necessary to satisfy the STATE's obligations under 45 C.F.R. §164.528, or upon request from STATE respond directly to individual's request for an accounting of disclosures;

(h) To the extent the business associate is to carry out one or more of the STATE's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the STATE in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

(j) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by STATE.

15.4. STATE's Duties. STATE shall:

(a) Only release information which it is authorized by law or regulation to share with TRIBAL GOVERNMENT.

(b) Obtain any required consents, authorizations or other permissions that may be necessary for it to share information with TRIBAL GOVERNMENT.

(c) Notify TRIBAL GOVERNMENT of limitation(s), restrictions, changes, or revocation of permission by an individual to use or disclose protected information, to the extent that such limitation(s), restrictions, changes or revocation may affect TRIBAL GOVERNMENT'S use or permitted disclosure of protected information.

(d) Not request TRIBAL GOVERNMENT to use or disclose protected information in any manner that would not be permitted under law if done by STATE.

15.5. Disposition and/or Retention of Protected Information/Data upon Completion, Expiration, or Contract Termination. Upon completion, expiration, or termination of this grant contract, TRIBAL GOVERNMENT shall return to STATE or destroy all protected information received or created on behalf of STATE for purposes associated with this grant contract. TRIBAL GOVERNMENT shall return the protected information to the STATE's Authorized Representative or provide the state with written certification of destruction of the protected information. TRIBAL GOVERNMENT shall retain no copies of such protected information, provided that if both parties agree that such return or destruction is not feasible, or if TRIBAL GOVERNMENT is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of this grant contract, TRIBAL GOVERNMENT shall extend the protections of this grant contract to the protected information and refrain from further use or disclosure of such information, except for those purposes that make return or destruction infeasible, for as long as TRIBAL GOVERNMENT maintains the information.

15.6. Sanctions. In addition to acknowledging and accepting the general terms set forth in this grant contract relating to indemnification, the parties acknowledge that violation of the laws and protections described above could result in limitations being placed on future access to protected information, in investigation and imposition of sanctions (including but limited to civil and criminal penalties) by, among other agencies, the U.S. Department of Health and Human Services, Office for Civil Rights; the federal Internal Revenue Service (IRS); the Centers for Medicare & Medicaid Services (CMS); and the Office of the Attorney General for the State Minnesota.

15.7. Miscellaneous.

(a) DHS Information Security Policy. Additional information regarding the handling and, as appropriate, destruction (upon expiration or termination of a grant contract) of protected information obtained from DHS is available at <https://edocs.dhs.state.mn.us/lfservlet/Server/Public/DHS-46B3-ENG>.

(b) Effect of statutory amendments or rule changes. The Parties agree to take such action as is necessary to amend this grant contract from time to time as is necessary for compliance with the requirements of the laws listed in paragraph 15.1 of this clause or in any other applicable law. However, any requirement in this grant contract or in the DHS Information Security Policy that is based upon HIPAA Rules or upon other federal or state information privacy or security laws means the requirement as it is currently in effect, including any applicable amendment(s), regardless of whether the grant contract has been amended to reflect the amendment(s).

(c) Interpretation. Any ambiguity in this grant contract shall be interpreted to permit compliance with the laws listed in paragraph 15.1 of this clause or in any other applicable law.

(d) Survival. The obligations of TRIBAL GOVERNMENT under this clause shall survive the termination of this contract.

16. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

If any copyrightable material is developed in the course of or under this grant, the STATE and the United States Department of Health and Human Services shall have a royalty-free, nonexclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

All advertisements, publications and related materials which are produced by the TRIBAL GOVERNMENT and refer to contract services shall state that such services are funded under contract with the STATE and where federal funds are involved, state by reference the specific funding source.

17. WORKERS' COMPENSATION. The TRIBAL GOVERNMENT agrees to provide acceptable evidence of workers' compensation insurance coverage.

18. NON-DISCRIMINATION. The TRIBAL GOVERNMENT shall comply with the Indian Civil Rights Act of 1968. The TRIBAL GOVERNMENT also agrees to comply with the Indian Self-Determination and Education Assistance Act, which provides for preferential employment and training of Indians in programs serving Indians.

19. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one TRIBAL GOVERNMENT to another. Disposition of all equipment purchased under this grant contract shall be in accordance with title 45, code of federal regulations, part 92.

20. WAIVER. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE's right to enforce it.

21. CONTRACT COMPLETE. This grant contract contains all negotiations and agreements between the STATE and the TRIBAL GOVERNMENT. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

22. OTHER PROVISIONS.

22.1. The TRIBAL GOVERNMENT will voluntarily provide voter registration services for its employees and for the public served by the TRIBAL GOVERNMENT.

22.2. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

22.3. The TRIBAL GOVERNMENT shall comply with Minnesota Statutes Section 256E.30-256E.3.

22.5. The TRIBAL GOVERNMENT shall comply with the Americans with Disabilities Act of 1990 (42 USC

1201) and Section 504 of the Rehabilitation Act of 1973 (29 USC 794), as amended.

22.6. The TRIBAL GOVERNMENT shall comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

22.7. All written material developed by TRIBAL GOVERNMENT and distributed to STATE clients under this Contract shall be written in a manner that will allow STATE to comply with Minnesota Statutes provisions regarding plain language in written materials, including Minnesota Statute section 256.016 and Executive Order 14.07.

22.8. The TRIBAL GOVERNMENT shall comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.

22.9. The TRIBAL GOVERNMENT shall comply with the Drug-Free Workplace Act of 1988 and will provide a drug-free workplace. This includes taking specific actions as described in 7 CFR Sections 3021.200 through 3021.230.

22.10. The TRIBAL GOVERNMENT shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

22.11. The TRIBAL GOVERNMENT shall comply with Section 1352, Title 31, U.S.C. which generally prohibits recipients of federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan. If applicable, the TRIBAL GOVERNMENT is required to certify as to its lobbying activity.

22.12. TRIBAL GOVERNMENTS (and all tiers of subgrantees) must use the federal OMB Uniform Grant Guidance, 2 CFR 200, as applicable (including modifications) in the administration of all DHS federal and/or state funded grants.

22.13. The TRIBAL GOVERNMENT shall comply with applicable federal statutes: Department of Treasury 31 CFR Part 205 (Block Grants) and the following from Title 45 of the Code of Federal Regulations of Health and Human Services 45 CFR:

1. Part 16- Procedures of the Departmental Grant Appeals Board;
2. Part 30- Claims Collection;
3. Part 76- Debarment and Suspension from Eligibility for Financial Assistance (No procurement);
4. Part 80- Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
5. Part 81- Practice and Procedure for Hearings Under Part 80 of this Title;

6. Part 84- Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
 7. Part 86- Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
 8. Part 87- Equal Treatment for Faith-Based Organizations
 9. Part 91- Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
 10. Part 93- New Restrictions on Lobbying
 11. Part 96 - Block Grants;
 12. Part 97- Consolidation of Grants to the Insular Areas;
 13. Part 100- Intergovernmental Review of Department of Health and Human Services Program and Activities.
- 22.14. The TRIBAL GOVERNMENT shall comply (when applicable) with the registration and reporting requirements of Minnesota's Charities Laws, primarily Minnesota Statutes, Chapter 309, the Minnesota Charitable Solicitation Act.
- 22.15. The TRIBAL GOVERNMENT will not use federal funds available under this Agreement to engage in any activities to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activities.
- 22.16. The TRIBAL GOVERNMENT will not use federal funds available under this Agreement for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
- 22.17. TRIBAL GOVERNMENT shall comply with the Sarbanes-Oxley Act which provides protection for whistle-blowers and addresses destruction of litigation-related document.
- 22.18. TRIBAL GOVERNMENT shall comply with the performance management requirements of Community Services Block Grant eligible entities pursuant to Community Services Block Grant Act (42 U.S.C. 9901 et. Seq.), as amended by the Coats Human Services Reauthorization Act of 1998 and any forthcoming amendments (Results Oriented Management Accountability).

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Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.15.

By: A. Bisbee

Date: 6-26-15

Grant No: 94797

2. TRIBAL GOVERNMENT

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Tribal Government.

By: Shannonne

Title: Commissioner of Education

Date: 7-17-15

I certify that the signatories for the TRIBAL GOVERNMENT have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the TRIBAL GOVERNMENT to the terms of this grant contract.

(Attorney for Tribal Government)

By: [Signature]

Title: Secretary

Date: 7-14-15

3. STATE AGENCY

By (with delegated authority): [Signature]

Title: OGD Director

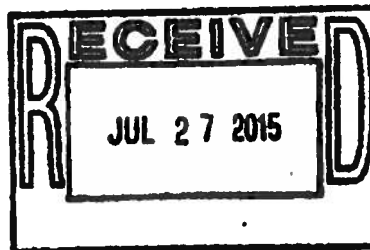
Date: 9/3/2015

Distribution:

Agency - Original (fully executed) contract

Tribal Government

State Authorized Representative



#13

INTEROFFICE MEMORANDUM

TO: APB AND BAND ASSEMBLY
FROM: CHRISTOPHER SAILORS, MANAGING ATTORNEY
DATE: SEPTEMBER 10, 2015
SUBJECT: BUDGET TRANSFER
CC: TODD MATHA, SOLICITOR GENERAL



BMLA is requesting a transfer of \$40,000 from the Court Liaison Budget (151) to BMLA (217).

BMLA oversees the Court Liaison budget. BMLA is projected to run a short fall with their FY 2015 budget. Court Liaison is running a surplus.

The reason for this transfer primarily has to do with the budget line 4015.

- In FY 2015 we had \$99,811 allocated for health insurance. Since the submission of that budget, prior to FY 2015 we had four employees with family health insurance. We now have seven employees with family health insurance. We requested \$142,968 for our FY16 in our 4105 line to reflect the change.
 - Attached please find current budgets of each program as of September 10, 2015 and a proposed budget revision to effectuate the transfer.

Thank you for your time and attention to this matter.

Chris Sailors, managing attorney BMLA

Budget Revision Spreadsheet

ORIGINAL #13a

Mille Lacs Band of Ojibwe		Date		9/10/2015	
Budget Revision					
Department	151				
Program Name	Court Liaisons				
Source of Revenue	Check off	Amount	Check off	Revision Type	
Federal Grant		-		Increase in Revenue and Expenditures	
State Grant		-		Contingency Fund Utilization	
Net Revenue		-		Increased Expenditures without	
Carryover		-		Increase in Revenue	
Program Transfer	x	40,000.00			
Income		-			
Total Changes		40,000.00			

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	-	-	10,000.00	(10,000.00)
Health	4105	-	-	5,500.00	(5,500.00)
Life	4106	-	-	-	-
Disability	4107	-	-	-	-
Dental	4108	-	-	-	-
Work Comp	4109	-	-	-	-
Unemployment	4110	-	-	9,500.00	(9,500.00)
Retirement	4111	-	-	-	-
FICA E/S	4112	-	-	2,500.00	(2,500.00)
Para	4113	-	-	1,500.00	(1,500.00)
Contract Services	4300	-	-	-	-
Local Milage	4400	-	-	-	-
Non- Local Travel	4450	-	-	1,000.00	(1,000.00)
Communication	4500	-	-	-	-
Postage	4550	-	-	-	-
Training	5000	-	-	-	-
Misc.	5700	-	-	-	-
Contingency Acct	5799	-	-	-	-
Supplies	6100	-	-	-	-
Insurance	6120	-	-	-	-
Office Supplies	6200	-	-	-	-
Print/copy	6300	-	-	-	-
Program supplies	6400	-	-	-	-
Equip./Lease Repair	6500	-	-	-	-
Building Maint.	6600	-	-	-	-
Program Activities	6800	-	-	-	-
Utilities	6700	-	-	-	-
Vehicle/Equip. Maint	6720	-	-	-	-
Small Equip.	7000	-	-	10,000.00	(10,000.00)
Equipment	7100	-	-	-	-
Construction	7200	-	-	-	-
IDC	9010	-	-	-	-

Totals: \$ 40,000.00 (40,000.00)


Commissioner Signature: *[Signature]* Date: 9/10/15
 Administration Policy Board Date: *[Signature]* 9/10/15

Budget Revision Spreadsheet

#13b

Mille Lacs Band of Ojibwe			Date	9/10/2015	
Budget Revision					
Department			151		
Program Name			Court Liaisons		
Source of Revenue	Check Off	Amount	Check Off	Revision Type	
Federal Grant		-		Increase In Revenue and Expenditures	
State Grant		-		Contingency Fund Utilization	
Net Revenue		-		Increased Expenditures without	
Carryover		-		Increase In Revenue	
Program Transfer	x	40,000.00			
Income		-			
Total Changes		40,000.00			

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	-	-	10,000.00	(10,000.00)
Health	4105	-	-	5,500.00	(5,500.00)
Life	4106	-	-	-	-
Disability	4107	-	-	-	-
Dental	4108	-	-	-	-
Work Comp	4109	-	-	9,500.00	(9,500.00)
Unemployment	4110	-	-	-	-
Retirement	4111	-	-	2,500.00	(2,500.00)
FICA E/S	4112	-	-	1,500.00	(1,500.00)
Pera	4113	-	-	-	-
Contract Services	4300	-	-	-	-
Local Milage	4400	-	-	1,000.00	(1,000.00)
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	-	-	-	-
Program supplies	6400	-	-	-	-
Equip./Lease Repair	6500	-	-	-	-
Building Maint.	6600	-	-	-	-
Program Activities	6800	-	-	-	-
Utilities	6700	-	-	-	-
Vehicle/Equip. Maint.	6720	-	-	10,000.00	(10,000.00)
Small Equip.	7000	-	-	-	-
Equipment	7100	-	-	-	-
Construction	7200	-	-	-	-
IDC	9010	-	-	-	-
Totals:		\$ -	\$ -	\$ 40,000.00	(40,000.00)

	9/10/15	M.L.B. 9231x	
Commissioner Signature	Date	Administration Policy Board	Date

Run date: 09/10/2015 @ 11:26
 Bus date: 09/10/2015
 100 GENERAL FUND

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

Select: A100 151 XIX XIX XIX
 CLRFY1,02 Page 2

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	Fiscal year thru period ending 09/30/2015			AVAILABLE BALANCE	\$ USED
			YEAR TO DATE EXPENDITURES	OUTSTANDING P.O.	CONTRACT COMMITMENTS		
100 151 8030 0000 COURT LIAISON NET REVENUE	198,083.38	.00	.00	.00	.00	198,083.38	.00
Total Revenue	198,083.38	.00	.00	.00	.00	198,083.38	.00

100 151 4000 0000 COURT LIAISON SALARIES	102,362.00	2,844.80	84,785.08	.00	.00	18,075.92	.82
100 151 4105 0000 COURT LIAISON HEALTH INS	19,255.32	(60.00)	12,469.88	.00	.00	6,785.44	.65
100 151 4106 0000 COURT LIAISON LIFE INS	970.10	.00	868.18	.00	.00	101.92	.89
100 151 4107 0000 COURT LIAISON DISABILITY	2,104.62	.00	1,682.11	.00	.00	422.51	.80
100 151 4108 0000 COURT LIAISON DENTAL INS	150.00	(11.58)	(11.58)	.00	.00	161.58	(.08)
100 151 4109 0000 COURT LIAISON WALKER'S COMP	10,152.17	10.54	313.92	.00	.00	9,838.25	.03
100 151 4110 0000 COURT LIAISON WORKMANS COMP	1,623.70	56.15	837.05	.00	.00	1,611.58	.52
100 151 4111 0000 COURT LIAISON RETIREMENT	6,801.00	90.94	6,356.27	.00	.00	3,274.98	.52
100 151 4112 0000 COURT LIAISON FICA E/S	8,068.44	212.14	6,739.97	.00	.00	1,732.17	.79
100 151 4400 0000 COURT LIAISON LOCAL MILEAGE	11,860.00	876.70	2,445.34	.00	.00	1,958.10	.83
100 151 4500 0000 COURT LIAISON COMMUNICATION	2,900.00	789.60	6.48	.00	.00	454.66	.84
100 151 4550 0000 COURT LIAISON POSTAGE	100.00	.00	2,235.07	.00	.00	93.52	.06
100 151 6720 0000 COURT LIAISON TRAVEL MAINT	12,380.00	120.10	15,920.42	.00	.00	10,044.93	.19
100 151 9010 0000 COURT LIAISON INDIRECT COST	19,326.03	.00	3,261.93	.00	.00	3,405.61	.82
Total Expenditure	198,083.38	4,937.39	137,685.21	3,261.93	.00	57,136.24	.71

	.00	(4,937.39)	(137,685.21)	(3,261.93)	.00	140,947.14	.00
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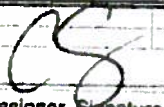
Budget Revision Spreadsheet

ORIGINAL

Mille Lacs Band of Ojibwe		Date	9/10/2015
Budget Revision			
Department	217		
Program Name	BMLA		
Source of Revenue	Check off	Amount	Check off
Federal Grant		.	Revision Type
State Grant		.	Increase in Revenue and Expenditures
Net Revenue		.	Contingency Fund Utilization
Carryover		.	Increased Expenditures without
Program Transfer	x	40,000.00	Increase in Revenue
Income		.	
Total Changes		40,000.00	

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	-	16,500.00		16,500.00
Health	4105	-	20,000.00		20,000.00
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	-	1,000.00		1,000.00
Non- Local Travel	4450	-			
Communication	4500	-	500.00		500.00
Postage	4550	-			
Training	5000	-	23.00		23.00
Misc.	5700	-			
Contingency Accl.	5799	-			
Supplies	6100	-	1,000.00		1,000.00
Insurance	6120	-			
Office Supplies	6200	-			
Print/copy	6300	-			
Program supplies	6400	-	500.00		500.00
Westlaw	5101	-	477.00		477.00
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	-			

Totals: \$ 40,000.00 \$ 40,000.00


 Commissioner Signature

 9/10/15
 Date

 Administration Policy Board


 Date

Budget Revision Spreadsheet

Mille Lacs Band of Ojibwe				Date	9/10/2015
Budget Revision					
Department	217				
Program Name	BMLA				
Source of Revenue		Check off	Amount	Check off	Revision Type
Federal Grant			-		Increase in Revenue and Expenditures
State Grant			-		Contingency Fund Utilization
Net Revenue			-		Increase in Revenue
Carryover			-		
Program Transfer		x	40,000.00		
Income			-		
Total Changes			40,000.00		

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salaries	4000	-	16,500.00		16,500.00
Health	4105	-	20,000.00		20,000.00
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	-	1,000.00		1,000.00
Non- Local Travel	4450	-			
Communication	4500	-	500.00		500.00
Postage	4550	-			
Training	5000	-	23.00		23.00
Misc.	5700	-			
Contingency Acct.	5799	-			
Supplies	6100	-	1,000.00		1,000.00
Insurance	6120	-			
Office Supplies	6200	-			
Print/copy	6300	-			
Program supplies	6400	-	500.00		500.00
Westlaw	5101	-	477.00		477.00
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	-			

Totals: \$ - \$ 40,000.00 40,000.00


9/10/15

Commissioner Signature _____ Date _____ Administration Policy Board _____ Date _____

Run date: 09/10/2015 @ 11:26
 Bus date: 09/10/2015

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

Select...: A100 217-XXXX XXXX
 QREVIEW Page 2

100 GENERAL FUND

ACCOUNT DESCRIPTION	ANNUAL BUDGET	MONTH TO DATE EXPENDITURES	YEAR TO DATE EXPENDITURES	YEAR THRU PERIOD ENDING 09/30/2015 OUTSTANDING P.O.	CONTRACT COMMITMENTS	AVAILABLE BALANCE	\$ USED
100 217 8030 0000 LEGAL ASSIS. NET RETIRE	792,072.88	.00	.00	.00	.00	792,072.88	.00
Totals Revenue	792,072.88	.00	.00	.00	.00	792,072.88	.00

100 217 4000 0000 LEGAL ASSIS. SALARY	386,940.81	14,366.68	360,247.52	.00	.00	26,593.29	.93
100 217 4105 0000 LEGAL ASSIS. HEALTH INSURAN	100,061.68	(780.00)	116,083.68	.00	.00	(16,022.00)	1.16
100 217 4106 0000 LEGAL ASSIS. LIFE INSURANCE	2,587.60	.00	1,797.52	.00	.00	790.08	1.69
100 217 4107 0000 LEGAL ASSIS. DISABILITY INS	4,954.94	.00	4,206.00	.00	.00	748.94	.85
100 217 4108 0000 LEGAL ASSIS. DENTAL INSURAN	3,035.04	(98.94)	2,784.45	.00	.00	250.59	.92
100 217 4109 0000 LEGAL ASSIS. WORKERS COMP	3,522.80	116.25	3,479.72	.00	.00	43.08	.99
100 217 4110 0000 LEGAL ASSIS. UNEMPLOYMENT	2,017.90	50.66	1,678.43	.00	.00	339.47	.83
100 217 4111 0000 LEGAL ASSIS. RETIREMENT	19,928.00	767.80	18,764.79	.00	.00	1,663.21	.92
100 217 4112 0000 LEGAL ASSIS. FICA F/S	29,436.00	1,024.45	25,992.12	.00	.00	3,453.88	.88
100 217 4300 0000 LEGAL ASSIS. CONSULTANTS	500.00	.00	250.00	.00	250.00	.00	1.00
100 217 4400 0000 LEGAL ASSIS. LOCAL TRAVEL	27,455.00	2,355.78	25,778.10	.00	.00	1,476.90	.95
100 217 4500 0000 LEGAL ASSIS. COMMUNICATON	8,000.00	1,035.22	7,722.99	.00	.00	277.01	.97
100 217 4550 0000 LEGAL ASSIS. POSTAGE	1,328.00	.00	1,088.00	.00	.00	240.00	.82
100 217 5000 0000 LEGAL ASSIS. TRAINING	5,813.00	258.00	5,835.42	.00	.00	(22.42)	1.00
100 217 5100 0000 LEGAL ASSIS. MISCELLANEOUS	54,076.00	.00	46,865.87	.00	.00	7,110.13	.97
100 217 5101 0000 LEGAL ASSIS. INSURANCE	11,300.00	890.53	10,588.97	.00	.00	711.03	.92
100 217 5700 0000 LEGAL ASSIS. MISCELLANEOUS	2,113.00	84.00	3,035.59	.00	.00	911.03	.97
100 217 6100 0000 LEGAL ASSIS. OFFICE SUPPLIE	2,730.90	.00	3,282.50	.00	.00	77.41	.98
100 217 6120 0000 LEGAL ASSIS. OFFICE SUPPLIE	18,638.00	.00	17,919.30	.00	.00	(471.60)	1.17
100 217 6200 0000 LEGAL ASSIS. OFFICE SUPPLIE	1,630.00	.00	777.03	.00	.00	852.97	.96
100 217 6400 0000 LEGAL ASSIS. PROGRAM SUPPLI	5,100.00	942.31	5,241.86	.00	.00	(141.86)	1.03
100 217 6400 0000 LEGAL ASSIS. BUILDING EQUIP MA	4,000.00	63.00	3,052.11	.00	.00	946.89	.76
100 217 6700 0000 LEGAL ASSIS. UTILITIES	66.50	.00	66.50	.00	.00	.00	1.00
100 217 6728 0000 LEGAL ASSIS. VEHICLE MAINT	6,606.00	.00	6,605.38	.00	.00	.62	1.00
100 217 6900 0000 LEGAL ASSIS. PROGRAM ACTIVI	3,219.79	270.09	3,089.84	100.00	.00	29.95	.99
100 217 9010 0000 LEGAL ASSIS. INDIRECT COST	1,300.00	.00	1,270.73	.00	.00	29.27	.98
100 217 9010 0000 LEGAL ASSIS. INDIRECT COST	84,817.72	.00	79,171.10	.00	.00	5,646.62	.93
Total Expenditure	792,072.88	21,345.63	755,886.52	300.00	7,411.63	28,474.73	.96

.00	(21,345.63)	(755,886.52)	(300.00)	(7,411.63)	763,598.15	.00
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#114



COMMUNITY DEVELOPMENT DIVISION

September 22, 2015

MEMORANDUM

TO: Percy Benjamin, Commissioner of Community Development, OMB, APB and Band Assembly

FROM: Brian Scheinost, Director of Public Works

RE: BIA Gov to Gov IRR Appropriations Addendum #1 & #2

Attached is the remaining portion of the Bands FY 2015 Government to Government BIA IRR funding. The Federal Government is operating the Transportation program on a continued resolution thus the delay in the Band receiving the final portion of this year's funding. This portion of the Grant is in the amount of \$264,140.47. These funds have already been transferred to the Band for projects on the Bands FY 15-18 TIP (Transportation Improvement Plan). The TIP includes all road construction projects, transportation planning, and 25% towards funding the Roads Dept. The FY 15-18 TIP was approved by a joint resolution on March 12, 2015.

Attached is a budget breakdown on how these grants are to be utilized for road construction projects. If you have any questions feel free to contact me at 532-7437.

Budget Revision Spreadsheet

#14

Mille Lacs Band of Ojibwe			Date		9/22/2015
Budget Revision					
Department			123		
Program Name			BIA Gov to Gov Roads Dept.		
Source of Revenue		Check off	Amount	Check off	Revision Type
	Federal Grant	X	264,140.47		Increase in Revenue and Expenditures
	State Grant		-		Contingency Fund Utilization
	Net Revenue		-		Increased Expenditures without
	Carryover		-		Increase in Revenue
	Program Transfer		-		
	Income		-		
Total Changes			264,140.47		

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			-	-
Consulting	4300			-	-
Local Milage	4400			-	-
Non- Local Travel	4450			-	-
Communication	4500			-	-
Postage	4550			-	-
Training	5000			-	-
Misc.	5700			-	-
Contingency Acct.	5799			-	-
Supplies	6100			-	-
Insurance	6120			-	-
Program Supplies	6200			-	-
Print/copy	6300			-	-
Program supplies	6400			-	-
Uniforms	6410			-	-
Equip./Lease Repair	6500			-	-
Building Maint.	6600			-	-
Utilities	6700			-	-
Vehicle O & M	6720			-	-
Sand Salt	6800			-	-
Construction	7200	893,252.82	264,140.47		1,157,393.29
Vineland Rd Const	7201				-
Indirect Cost	9010				-
DC	9010				-

Totals:		\$ 893,252.82	\$ 264,140.47	\$ -	1,157,393.29
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 Commissioner Signature Date 9/22/15


 Administration Policy Board

Date

ACCOUNT DESCRIPTION	ANNUAL MONTH TO DATE BUDGET EXPENDITURES	YEAR TO DATE EXPENDITURES	Fiscal year thru period ending 09/30/2015	AVAILABLE BALANCE	\$ USED
			OUTSTANDING P.O. COMMITMENTS		
100-123-3300-0000 IRR 2015 FEDERAL REVENUE	3,388,357.47	.00	.00	3,388,357.47	.00
Total Revenue	3,388,357.47	.00	.00	3,388,357.47	.00
100-123-4000-0000 IRR 2015 SALARY	301,017.64	6,239.30	.00	211,060.69	.30
100-123-4105-0000 IRR 2015 HEALTH INSURANCE	103,818.85	45,154.40	.00	58,664.45	.43
100-123-4106-0000 IRR 2015 LIFE INSURANCE	1,105.69	398.16	.00	707.53	.36
100-123-4107-0000 IRR 2015 DISABILITY INSURANCE	2,750.86	1,254.85	.00	1,496.01	.46
100-123-4108-0000 IRR 2015 DENTAL INSURANCE	3,788.43	1,016.54	.00	2,771.89	.31
100-123-4109-0000 IRR 2015 WORKERS COMP	5,912.34	344.88	.00	5,567.46	1.00
100-123-4110-0000 IRR 2015 UNEMPLOYMENT	3,624.53	140.39	.00	3,484.14	.29
100-123-4111-0000 IRR 2015 UNEMPLOYMENT	8,371.99	257.14	.00	8,114.85	.73
100-123-4112-0000 IRR 2015 RETIREMENT	9,279.85	468.14	.00	8,811.71	.00
100-123-4400-0000 IRR 2015 FICA/EMPLOYER	1,000.00	.00	.00	1,000.00	.00
100-123-4450-0000 IRR 2015 LOCAL MILEAGE	4,000.00	.00	.00	4,000.00	.00
100-123-4500-0000 IRR 2015 NON-LOCAL TRAVEL	1,500.77	.00	.00	1,500.77	.00
100-123-5000-0000 IRR 2015 COMMUNICATION	4,000.00	.00	.00	4,000.00	.00
100-123-6000-0000 IRR 2015 PROGRAM SUPPLIES	57,000.00	1,628.61	.00	55,371.39	.03
100-123-6000-0000 IRR 2015 UNIFORMS	7,500.00	.00	.00	7,500.00	.00
100-123-6500-0000 IRR 2015 EQUIP LEASE/REPAIR	3,000.00	.00	.00	3,000.00	.00
100-123-6600-0000 IRR 2015 BLDG MAINT	15,000.00	.00	.00	15,000.00	.00
100-123-6700-0000 IRR 2015 UTILITIES	35,681.48	750.48	750.00	34,931.00	.10
100-123-6720-0000 IRR 2015 VEHICLE/EQUIP MAINT	85,502.69	203.95	.00	85,298.74	.01
100-123-6800-0000 IRR 2015 SAND/SALT	89,200.00	3,939.53	5,400.00	83,799.47	.21
100-123-7100-0000 IRR 2015 EQUIPMENT	30,000.00	10,011.39	.00	19,988.61	.11
100-123-7200-0000 IRR 2015 TIP CONSTRUCTION	1,065,353.00	.00	24,448.00	1,040,905.00	.81
100-123-7201-0000 IRR 2015 VINELAND ROAD CONS	644,108.00	225.00	.00	643,883.00	.52
100-123-9010-0000 IRR 2015 INDIRECT COSTS	106,349.35	.00	.00	106,349.35	.22
Total Expenditure	3,388,357.47	13,242.99	30,598.00	2,181,262.62	.36
	.00	(13,242.99)	(30,598.00)	1,207,084.85	.00

REFERENCED FUNDING AGREEMENT

AMENDMENT # 1

In accordance with Section 9 – Amendments of the Referenced Funding Agreement (RFA) for Fiscal Year 2015 dated (3-27-2015) , between the Mille Lacs Band of Ojibwe and the United States, Section 5 – Summary of Funds is hereby amended as follows:

Section 5. Summary of Funds. The total amount and sources of funding provided under this RFA, as Amended herein, are as follows:

Balance of Prior Year Funds (If Applicable)		
<hr/>		
IRR Program RNDF funds:		
IRR Program Transportation Planning (2%)		
Population Adjustment Factor (PAF)		
Prior Year TTP Funds		
Prior Year TTP Transportation Planning Funds (2%)		
IRR Bridge Program Funds		
IRR High Priority Projects Funds		
Tribe's Share Program/Project-related Administrative Funds		
Other Prior Year Funding: (DESCRIBE HERE IF ANY)		
Total Prior Year Funding	\$	-
FY 2015 Tribal Transportation Program Funds other FHWA funds:		
<hr/>		
TTP Funds	\$	127,510.27
TTP Transportation Planning Funds (2%)	\$	2,897.96
Tribal High Priority Projects Program Funds		
Tribal Transportation Facility Bridge Program Funds		
TTP Safety Funds		
Other Federal Lands Highways Program Funds: (DESCRIBE HERE IF ANY)		
Other Federal Highway Administration Funds from Chapter 1 of Title 23: (DESCRIBE HERE IF ANY - ATTACH TRANSFER AGREEMENT)		
Funds Retained per Retained Services Addendum		
Total Amount for this Amendment:	\$	130,408.23
<u>SUMMARY</u>		
Amount Provided under FY15 RFA and Previous Amendments:	\$	474,495.11
Grand Total of All FY2015 Funds Provided		\$604,903.34

Mille Lacs Band of Ojibwe

**United States Department of the Interior
Bureau of Indian Affairs**

By Melanie Benjamin
Melanie Benjamin
Chief Executive

By Hankie P. Ortiz
Hankie P. Ortiz
Deputy Bureau Director
Office of Indian Services

Date July 11, 2015

Date 7/15/15

REFERENCED FUNDING AGREEMENT

AMENDMENT # 2

In accordance with Section 9 – Amendments of the Referenced Funding Agreement (RFA) for Fiscal Year 2015 dated (3-27-2015) , between the Mille Lacs Band of Ojibwe and the United States, Section 5 – Summary of Funds is hereby amended as follows:

Section 5. Summary of Funds. The total amount and sources of funding provided under this RFA, as Amended herein, are as follows:

Balance of Prior Year Funds (If Applicable)

IRR Program RNDP funds:

IRR Program Transportation Planning (2%)

Population Adjustment Factor (PAF)

Prior Year TTP Funds

Prior Year TTP Transportation Planning Funds (2%)

IRR Bridge Program Funds

IRR High Priority Projects Funds

Tribe's Share Program/Project-related Administrative Funds

Other Prior Year Funding: (DESCRIBE HERE IF ANY)

Total Prior Year Funding \$

FY 2015 Tribal Transportation Program Funds other FHWA funds:

TTP Funds \$ 130,760.42

TTP Transportation Planning Funds (2%) \$ 2,971.82

Tribal High Priority Projects Program Funds

Tribal Transportation Facility Bridge Program Funds

TTP Safety Funds

Other Federal Lands Highways Program Funds: (DESCRIBE HERE IF ANY)

Other Federal Highway Administration Funds from Chapter 1 of Title 23:
(DESCRIBE HERE IF ANY - ATTACH TRANSFER AGREEMENT)

Funds Retained per Retained Services Addendum

Total Amount for this Amendment: \$ 133,732.24

SUMMARY

Amount Provided under FY15 RFA and Previous Amendments: \$ 604,903.34

Grand Total of All FY2015 Funds Provided **\$738,635.58**

Mille Lacs Band of Ojibwe

**United States Department of the Interior
Bureau of Indian Affairs**

By Melanie Benjamin
Melanie Benjamin
Chief Executive

By Hankie P. Ortiz
Hankie P. Ortiz
Deputy Bureau Director
Office of Indian Services

August 27, 2015
Date

9/8/15
Date

Mille Lacs

	FINAL FY12 TTP Const Distribution	FINAL FY12 TTP Planning Distribution	FINAL FY12 TTP Total
	\$ 820,136.00	\$ 11,163.00	\$ 831,299.00
Original RFA - (5/23/2012)	\$ 425,150.00	\$ 11,163.00	\$ 436,313.00
RFA amend #1 - (9/19/2012)	\$ 372,486.00		\$ 372,486.00
Mille Lacs Total FY12 TTP Funding under A12AP00999			\$ 808,799.00
(retained by BIA for Direct Services) Final RSA amount			\$ 22,500.00
Mille Lacs Total FY13 TTP Funding			\$ 831,299.00

Mille Lacs

	FINAL FY13 TTP Const Distribution	FINAL FY13 TTP Planning Distribution	FINAL FY13 TTP Total
	\$ 906,949.55	\$ 20,611.15	\$ 927,560.70
Original RFA - (5/15/2013)	\$ 413,878.82	\$ 9,940.43	\$ 423,819.25
RFA amend #1 - (7/17/2013)	\$ 469,570.73	\$ 10,670.72	\$ 480,241.45
Mille Lacs Total FY13 TTP Funding under A13AP00066			\$ 904,060.70
(retained by BIA for Direct Services) Final RSA amount			\$ 23,500.00
Mille Lacs Total FY13 TTP Funding			\$ 927,560.70

Mille Lacs

	FINAL FY14 TTP Const Distribution	FINAL FY14 TTP Planning Distribution	FINAL FY14 TTP Total
	\$ 836,694.23	\$ 19,015.78	\$ 855,710.01
Original RFA - (4/22/2014)	\$ 811,694.23	\$ 19,015.78	\$ 830,710.01
RFA amend #1 - (9/12/2014)	\$ 9,500.00	\$ -	\$ 9,500.00
Mille Lacs Total FY14 TTP Funding under A13AP00066			\$ 840,210.01
(retained by BIA for Direct Services) Final RSA amount			\$ 15,500.00
Mille Lacs Total FY14 TTP Funding			\$ 855,710.01
TTP Safety funds also with RFA#1			\$ 12,500.00
STP/MNDOT Funds also with RFA#2			\$ 634,608.00

Mille Lacs

	ESTIMATED FY15 TTP Const Distribution	ESTIMATED FY15 TTP Planning Distribution	ESTIMATED FY15 TTP Total
	\$ 766,221.46	\$ 17,414.12	\$ 783,635.58
Original RFA - (3/27/2015)	\$ 462,950.77	\$ 11,544.34	\$ 474,495.11
RFA amend #1 - (7/15/2015)	\$ 127,510.27	\$ 2,897.96	\$ 130,408.23
RFA amend #2 - (9/8/2015)	\$ 130,760.42	\$ 2,971.82	\$ 133,732.24
Mille Lacs Total FY15 TTP Funding under A13AP00066			\$ 738,635.58
(retained by BIA for Direct Services) Final RSA amount			\$ 45,000.00
Mille Lacs Total FY14 TTP Funding			\$ 783,635.58

Mille Lacs Total TTP Funding Received to date	\$ 3,936,813.29
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#15

Mille Lacs Early Education



Early Head Start/Head Start/Child Care
46348 Virgo Drive, Onamia, MN 56359
Telephone Number 320-532-7590



Memo

Date: Sept 17, 2015
To: Commissioner of Education, APB, and ~~Board~~ Assembly
From: Tammy Wickstrom, EE Director

Please appropriate the following monies from the Early Childhood Family Education (ECFE).

201-359	\$13,909.00
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Attached find the Award Letter and Budget details. Thank you for your attention to this matter. Please call me at X4400 with questions.

#15

Program Name	ECFE		
Account Number	201-359		
Source of Revenue			Revision Type
	Federal Grant		Increase in Revenue and Expenditures
	State Grant	\$13,909	Contingency Fund Utilization
	Net Revenue		Increased Expenditures without
	Carryover		Increase in Revenue
	Program Transfer		
	Foundation Grant		
	Total Revenue	\$13,909	

Expenditures	Account Code	Previous Amount	Increase	Decrease	Revised Amount
Salaries	4000	\$8,282 00			
Health Insurance	4105				
Life Insurance	4106	\$50 00			
Disability Insurance	4107	\$129 00			
Dental Insurance	4108				
Workers Comp	4109	\$72 00			
Unemployment	4110	\$195 00			
Retirement	4111				
FICA	4112	\$634 00			
Contract Services	4300				
Local Mileage	4400				
Non-Local Travel	4450				
Communication	4500				
Postage	4550				
Training	5000	\$300 00			
Miscellaneous	5700				
Contingency	5799				
Office Supplies	6100				
Insurance	6120				
Classroom Supplies	6200				
Print/Copy	6300				
Program Supplies	6400	\$2,552 00			
Equipment rental	6500				
Mail Meter Lease	6501				
Equipment Repair	6600				
Utilities	6700				
Program Activities	6800				
Employee Appreciation	6801				
PG Training	6802				
Equipment	7100				
Transfer to Programs	9000				
Indirect cost Transfer	9010	\$1,695 00			
Total		\$13,909.00	\$0.00	\$0.00	\$0.00

Please Process this Revision

<i>[Signature]</i>	9/23/18	11/17/18	
Commissioner of Education	Date	Admin. Policy Board	Date
		(if needed)	

September 10, 2015

Suzanne Wise
Commissioner of Education
Mille Lacs Band of Ojibwe
43408 Oodena Drive
Onamia, MN 56359

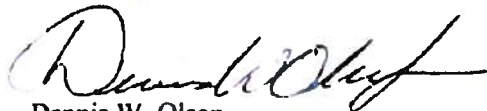
Dear Ms. Wise:

We would like to welcome you back to another exciting school year! It is that time of year to once again disburse the Early Childhood Family Education (ECFE) allocation authorized under Minnesota law. The estimated allocation for your community is \$13,909 00, and is based on the number of children you served age 5 and under between October 1, 2014 – June 30, 2015.

Please send a letter describing how the funding will be used at your site and include the number of children served between the dates listed above. Please reply by **October 1st, 2015**. We look forward to hearing from you.

If you have any questions, my contact information is listed below.

Sincerely,



Dennis W. Olson
Office of Indian Education
Minnesota Department of Education
1500 Highway 36 W
Roseville, MN 55113-4266
651/582-8300
dennis.w.olson@state.mn.us

cc: Tammy Wickstrom