

Ordinance 16-16

An Ordinance of Supplemental Appropriation for the Department of Justice and Judicial Department for the Fiscal Year ending September 30, 2016.

The District I Representative introduced the following Bill on the 7th day of January, 2016.

Preamble

It is enacted by the Band Assembly of the Mille Lacs Band of Ojibwe for the purpose of appropriating and authorizing a budget transfer for the Department of Justice and Judicial Departments for the Fiscal Years ending September 30, 2016.

Title I

Section 1: Governmental Operations. The Band Assembly hereby appropriates and authorizes expenditures and a budget transfer for the Department of Justice and Judicial Departments for the Fiscal Years ending September 30, 2016.

Section 1.01: Amendment to Section 1.02. The Band Assembly hereby appropriates and authorizes the expenditure of: Thirty-seven thousand seven hundred dollars and no cents (\$37,700.00) for BIA-Indian Highway Safety Program 100-NEW of FY16 Grant Funds for increased enforcement of speed, driving while impaired violations and seatbelt use under **Department of Justice**; One hundred forty-three thousand seven hundred fifty three dollars and no cents (\$143,753.00) broken down as follows: Seventy one thousand seven hundred fifty three dollars and no cents (\$71,753.00) for year one of FY16 Unspent/Net Revenue and Seventy-two thousand dollars and no cents (\$72,000.00) for year two of FY17 Unspent/Net Revenue to recruit, train, provide job shadowing and hire via contract two individuals to serve as a Guardian ad Litem under **Judicial** which amends the **Total Fiscal Year 2016 Mille Lacs Band Tribal Operations** to read: Twenty-four million seventy-five thousand eight hundred sixty-four dollars and thirty-three cents (\$24,075,864.33); 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>
Department of Justice		
BIA-Indian Highway Safety Program 100-NEW of FY16 Grant Funds	\$37,700.00	\$37,700.00
Judicial		
Tribal Court 100-150 of FY16/FY17 Unpent/Net Revenue	\$143,753.00	\$143,753.00

Total Self Governance/Grants Fiscal Year 2016	\$2,434,403.00
Total Unspent/Net Revenue	\$5,666,324.33
<u>Total Operational for Fiscal Year 2016</u>	\$24,075,864.33

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 2016. 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 16-16
(Band Assembly Bill 16-04-16-16)

Introduced to the Band Assembly on this
Seventh day of January in the year
Two thousand sixteen.

Passed by the Band Assembly on this
Twelfth day of January in the year
Two thousand sixteen.

Carolyn Beaulieu
Carolyn Beaulieu, Speaker of the Assembly

APPROVED

Date: January 13, 2016

Melanie Benjamin
Melanie Benjamin, Chief Executive

OFFICIAL SEAL OF THE BAND

MEMORANDUM

To: Band Assembly
From: Charles Scott
cc: Todd Matha, Jared Rosati, Brenda Jindra
Date: December 18, 2015
Re: Highway Safety Grant Award PT-16-18-17

Band Assembly,

The Indian Highway Safety Program through the Bureau of Indian affairs has awarded the Mille Lacs Tribal Police Department a Highway Safety Grant for increased enforcement of speed, driving while impaired violations and seatbelts.

We've been awarded \$37,700.00, for overtime, equipment and training for the 2016 fiscal year, and we are requesting that these funds be appropriated to our program.

A detailed budget sheet and a copy of the grant award letter have been submitted with this request.

Thank you,



Sgt. Charles Scott

Mille Lacs Tribal Police Department

Mille Lacs Band of Ojibwe

Date 12/17/2015

Budget Revision

Department 100-NEW

Program Name BIA-Indian High Safety Program

Source of Revenue	Check off	Amount	Check off	Revision Type
Federal Grant	x	37,700.00		Increase in Revenue and Expenditures
State Grant		-		Contingency Fund Utilization
Private Grant		-		
Net Revenue		-		Increased Expenditures without
Carryover		-		Increase in Revenue
Program Transfer		-		
Income		-		
Total Revenue		-		

Expenditures:	Account Code	Current Budget	Increase	Decrease	Revised Amount
Salary	4000		15,000.00		15,000.00
Health	4105		3,600.00		3,600.00
Life	4106		200.00		200.00
Disability	4107		350.00		350.00
Dental	4108		750.00		750.00
Work Comp	4109		250.00		250.00
Unemployment	4110		350.00		350.00
Retirement	4111		1,500.00		1,500.00
FICA E/S	4112		1,200.00		1,200.00
PERA	4113				-
Contract Services	4300				-
Local Milage	4400		3,000.00		3,000.00
Non- Local Travel	4450		5,000.00		5,000.00
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				-
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		3,300.00		3,300.00
Construction	7200				-
IDC	9010		3,200.00		3,200.00
Totals:		\$ -	\$ 37,700.00	\$ -	37,700.00

Commissioner Signature _____

Date _____

Board Chair Signature _____

Date _____



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
Washington, D.C. 20240

IN REPLY REFER TO:

OJS COW – Indian Highway Safety

SEP 17 2015

The Honorable Melanie Benjamin,
Chief Executive, Mille Lacs Band of Ojibwe Tribe
43408 Oodena Drive
Onamia, MN 56359

Dear Chief Executive Benjamin:

The Bureau of Indian Affairs Indian Highway Safety Program is pleased to offer to the Mille Lacs Band of Ojibwe Tribe an overtime grant based on the application the Tribe submitted and the subsequent negotiations for the federal fiscal year 2016 in the amount of \$37,700.00. The project number is PT-16-18-17 under the rules of Title 23 USC, Section 402 Highway Safety Program administered by the National Highway Traffic Safety Administration. The Catalog of Federal Domestic Assistance (CFDA) title is "State and Community Highway Safety". The CFDA number is 20.600. If this agreement is fully executed the period of performance will be October 1, 2015 to September 30, 2016.

The thirteen (13) enclosures with this letter represent the complete project agreement package which includes the following:

- Project Information Sheet
- Project Agreement
- Law Enforcement Agreement
- Request of Reimbursement (RFR) Form
- RFR Summary Sheet
- Overtime Report Form
- Monthly Report Form
- Training/Travel Authorization Form
- Trip Report Form
- Mobilization and Sustained Enforcement Form
- RFR Checklist
- Budget Modification Form
- Tribal Position Change Form

Please take the necessary actions to assure this project is ready to be implemented once the agreement has been properly signed and executed. Please return the signed agreement to this office no later than Tuesday, **September 29, 2015**. If this agreement is not returned by the 29th, your Tribe's highway safety project for 2016 may not be implemented on October 1, 2015.

If you anticipate problems starting this project, please contact our office for assistance. Office hours are Monday - Friday, 8:00 a.m. - 4:30 p.m. (MST). On-site technical assistance is available upon receipt of a written request.

Please feel free to contact us with questions, comments, or concerns at (505) 563-3764. It is our desire to work very closely with you to ensure your project is a success.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lawrence Robertson', with a long horizontal flourish extending to the right.

Lawrence Robertson
Director, Indian Highway Safety Program

Enclosures

BUREAU OF INDIAN AFFAIRS INDIAN HIGHWAY SAFETY
PROJECT INFORMATION SHEET

SEP 28 2015

1. Project Title: Mille Lacs Band of Ojibwe Tribe	Project Number: PT-16-18-17
2. Grantee: Mille Lacs Band of Ojibwe Tribe	
Address: 43408 Oodena Drive	
City, State Zip: Onamia, MN 56359	
Phone: (320) 532-3430	
Fax: (320) 532-4190	
Project Coordinator and Title: Charles Scott, Patrol Officer	

3. Tribal Information: Mille Lacs Band of Ojibwe Tribe	
Address: 43408 Oodena Drive	
City, State Zip: Onamia, MN 56359	
Phone: (320)532-4181	
Fax: (320)532-7505	
Authorizing Official and Title: Melanie Benjamin, Chief Executive	
4. Budget:	Funding Amount:
Overtime Grant:	
Overtime	\$ 15,000.00
Fringe Benefits	\$ 8,200.00
IDC	\$ 3,200.00
OT Mileage	\$ 3,000.00
Travel/Training	\$ 5,000.00
Equipment:	
1 - Radars	\$ 2,800.00
1 - PBT's	\$ 500.00
Total Funding Source:	\$ 37,700.00

PROJECT NUMBER: PT-16-18-017

GRANTEE NAME: Mille Lacs Band of Ojibwe Tribe

PROJECT AGREEMENT

This project agreement is entered into by and between the BIA Indian Highway Safety Program (IHSP) and the Mille Lacs Band of Ojibwe Tribe.

This agreement is authorized under Title 23, USC, Section 402, administered by the National Highway Traffic Safety Administration, including all amendments and other applicable policy and procedures as provided.

The Catalog of Federal Domestic Assistance (CFDA) title is "State and Community Highway Safety". The CFDA number is 20.600.

Accordingly, the Mille Lacs Band of Ojibwe Tribe agrees as follows:

SECTION ONE: PURPOSE

The purpose of this agreement is to provide funding to the Mille Lacs Band of Ojibwe Tribe to be used to increase the Tribe's traffic enforcement efforts aimed at reducing death and injuries on the reservation as a result of motor vehicle crashes. The Tribe agrees to comply with all provisions and conditions of this agreement including the BIA IHSP project management and accounting procedures for reimbursement and the National Highway Traffic Safety Administration (NHTSA) Grants Management Manual. The grants manual is currently being revised to include the new requirements of MAP-21.

http://www.nhtsa.gov/nhtsa/whatsup/TEA21/GrantMan/HTML/00_Manl_Contentsl_01.html

SECTION TWO: PROBLEM IDENTIFICATION

In FY14, the Fort Mille Lacs Band of Ojibwe Tribe had a total of 92 motor vehicle crashes. Of the 92 crashes, 8 were injury crashes and 2 were alcohol involved.

SECTION THREE: TARGETS

To maintain the number of motor vehicle related fatalities on the Mille Lacs Band of Ojibwe Reservation by the 2014 number 0 in 2016.

To maintain motor vehicle related crashes by the 2014 number of 0 in 2016.

To increase the number of DUI arrests by 700% from the FY2014 number of 3 to 24 by the end of FY2016.

To increase the number of traffic citations (excluding speed and DUI) by 388% from the FY2014 number of 50 to 244 by the end of FY2016.

To increase the number of speed citations issued by 597% from the FY2014 number of 35 to 344 by the end of FY2016.

SECTION FOUR: STRATEGIES

Utilize tribal crash data to identify high DUI locations and increase impaired driving enforcement in those areas.

Utilize tribal crash data to increase traffic patrols for all moving violations.

Conduct not less than zero four (4) checkpoints and/or high visibility saturation patrols at times, dates and locations related to traffic safety enforcement.

Provide training for officer(s) in ARIDE, SFST, radar, saturation patrol and checkpoint methods.

Provide support to the *"Click It or Ticket"*, *"Drive Sober or Get Pulled Over."* crackdown and the *"Don't Shatter the Dream"* Indian State holiday mobilization through high visibility patrols, sobriety checkpoints and saturation patrols.

Provide not less than two (2) educational presentations each year to elementary, high school, college students or community members on traffic safety to include the effects of impaired driving.

PROJECT EVALUATION

The Mille Lacs Band of Ojibwe Tribe agrees that it will provide the following information as a means to measure the progress of the project.

Tracking and reporting on the following:

- Total number of MVC fatalities
- Total number of alcohol-related MVC fatalities
- Total number of speed-related MVC fatalities
- Total number of MVC fatalities involving driver with BAC of .08+
- Total number of drivers age 20 or younger involved in MVC fatal crashes
- Total number of motorcyclist fatalities
- Total number of un-helmeted motorcyclist fatalities
- Total number of pedestrian fatalities
- Total number of unrestrained occupant MVC fatalities, all seat positions
- Total number of motor vehicle crashes
- Total number of motor vehicle injury crashes
- Total number of alcohol-related MVC crashes
- Total number of speed-related MVC crashes
- Total number of traffic citations
- Total number of speed citations
- Total number of DUIs
- Total number of safety belt citations
- Total number of CPS citations
- Total number of checkpoints
- Total number of saturation patrols
- Total number of educational presentations

SECTION FIVE: BUDGET

The funding source will be section 402 federal highway safety funds Fort Mille Lacs Band of Ojibwe Tribe.

The Tribe is responsible for all costs exceeding the total amount of this grant and for activities that do not fall under the scope of 402 funding or grant agreement. The project budget is itemized as follows:

Overtime Grant:	
Overtime	\$ 15,000.00
Fringe Benefits	\$ 8,200.00
IDC	\$ 3,200.00
OT Mileage	\$ 3,000.00
Travel/Training	\$ 5,000.00
Equipment:	
1 – Radar	\$ 2,800.00
1 – PBT	\$ 500.00
Total Funding Source:	\$ 37,700.00

The Tribe may not transfer funds between budget categories without prior written approval from the BIA IHSP.

SECTION SIX: EQUIPMENT

The following equipment is authorized for purchase as a part of this grant. An itemized list must be specifically approved prior to purchase.

Products purchased with Grant funds administered under Chapter 4 of Title 23 of the United States Code states it is in the public interest to waive the Buy America requirement for a manufactured product whose purchase price is \$5,000 or less. Any purchases, for a single item, over \$5,000 will require NHTSA approval prior to purchase.

- 1 - Radar**
- 1 - PBT**

SECTION SEVEN: GENERAL CLAUSES

1. The Tribal Representative executing this agreement has the authority to enter into the conditions set forth between the Mille Lacs Band of Ojibwe Tribe and the BIA Indian Highway Safety Program.
2. This agreement is an obligating document that allows costs to be incurred after October 1, 2015 or once the agreement signatures (IHSP Director and Tribal President/Chairman/Governor) have been obtained, based on the availability of Federal Funds and end on September 30, 2016.
3. No project activities shall be implemented or reimbursed until the tribe has received a signed contract authorized by the IHSP Director.
4. A copy of the executed agreement will be provided to the Highway Safety Project Coordinator.

5. In order to comply with the provision of M.A.P. 21 and the State Certifications and Assurances, the BIA Indian Highway Safety Program will allocate funds on behalf of the Tribes to meet certain conditions and comply with all applicable rules and regulations for administering a traffic safety program. These include the Blood Alcohol Testing (BAT) Mobile Projects, Occupant Protection Surveys, Electronic Grants System and other special projects/programs to assist tribal governments in implementing and administering their traffic safety program.
6. Federal funds allocated to finance tribal traffic safety projects are intended to **supplement** and not substitute for ongoing program Tribal traffic safety enforcement expenditures. The project (or program) should be designed to eliminate a deficiency in an applicant Tribe's program or to **expand** an existing program.
7. The BIA Indian Highway Safety Program is a performance-based program. The Tribe agrees to the Performance Measures and Targets as outlined in the annual Indian Highway Safety Plan (IHSP) and **SECTIONS THREE AND FOUR** above.
8. A monthly program narrative and a request for reimbursement are **required** on or before the fifteenth (15th) day after the previous months activities have been performed. **All monthly reports must be submitted in the format provided by the BIA Indian Highway Safety Program and will include the following information:**
 - a. Daily logs for all full-time IHSP funded Highway Safety Officers as well as for all overtime hours. Daily logs must include all citation numbers.
 - b. Approved Travel/Training Requests and Trip Report with supporting documents. (Per Diem will be reimbursed at the normal tribal rate and must not exceed the Federal Travel Regulations rate for the travel location)
9. Projects that do not submit a monthly narrative report and a request for reimbursement by the fifteenth (15th) day of the following month will receive written notification via email of **overdue report**. If no response is received within 7 calendar days after the first notification, project personnel will receive a **First Notice**. If no response is received within 15 calendar days after the First Notice, project personnel will receive a **Final Notice** which could result in the termination of the contract. During the contract year, if the tribe receives three **Final Notices** the IHSP will evaluate the contract to determine if the project should be terminated.
10. The Tribe agrees the contract may be terminated for (1) project inactivity, (2) failing to hire approved personnel and (3) non-submittal of monthly reports. Termination notification will be made in writing.
11. **All payments are on a reimbursement basis.** A *REQUEST FOR REIMBURSEMENT* (RFR) form and the *Request for Reimbursement (RFR) Summary Sheet* must be submitted monthly along with the narrative report. Supporting documentation is mandatory for all expenditures and claims for the monthly reporting period. The reimbursement requests must be submitted to the Indian Highway Safety Program for review, approval, and entry into the payment system. The documents must be submitted to the IHSP email address: ojs_indian_highway_safety@bia.gov .

All RFR's will be processed in the condition they are received. The required documentation for all RFR's is contained in the RFR checklist (see attachment).

Please note: Reimbursement claims submitted to the BIA Indian Highway Safety Program may take more than 30 days for processing by the BIA Indian Highway Safety Program and receipt of funds.

12. Written notice of the Tribes electronic transfer account number, ABA number, nine (9) digit Employer Tax ID number issued by the IRS and DUNS number must be submitted to the IHSP office immediately upon receipt of this agreement.
13. In order to verify rate of pay, copies of check stubs and financial ledgers must be submitted on a monthly basis for reimbursement. If your Tribe is unable or unwilling to submit requested items, the Tribe will be unable to participate in the program.
14. Fringe benefits for salaried project personnel are allowed costs and will be reimbursed at "actual cost". Reimbursement will be allowed only if the Tribe provides a breakdown of costs at the beginning of the project. Fringe will not be reimbursed if the rate cannot be verified. IHSP will not reimburse fringe benefit costs if proper documentation is not provided. Costs will not be retroactive.
15. Any proposed modifications to this agreement, that result in changes of scope, character, or complexity of the agreement, as determined by the BIA IHSP, shall require modification to the grant agreement. Any proposed minor changes in this agreement may be authorized by the Governors Highway Safety Representative, or his delegate, by notifying the Grantee in writing of the approved changes.
16. If the Project Coordinator changes, or there are other personnel changes, the Indian Highway Safety Program **must** be notified immediately and provided with the name, title, telephone number, fax number and e-mail address of new personnel. Information related to the grant will only be provided to individuals listed on the project agreement.
17. The name of the designated official who will be authorizing the *REQUEST FOR REIMBURSEMENT* of funds is required. No other person will be authorized to sign a *REQUEST FOR REIMBURSEMENT* form.
18. Breath testing equipment and speed measuring equipment can only be purchased if on the products list of NHTSA's latest Conforming Products List of Evidential Breath Testing Devices and Police Radar Speed Measuring Device Consumer Products List. (Copies of the list are available). An inventory of all equipment purchased by the IHSP must be maintained by the grantee and available to IHSP upon request.
19. Equipment purchased under this grant is outlined in **SECTION SIX** above and shall be used for the purpose for which it was intended for the useful life of the equipment. It is mutually agreed and promised by the Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the written approval of the BIA-IHSP.
20. Equipment purchases must have written prior approval from BIA-IHSP. If prior approval is not received, the Tribe **WILL NOT** be reimbursed for the equipment. All equipment must be purchased by March 31, 2016.
21. In order to be reimbursed for equipment purchases, a copy of the signed receiving invoice which includes descriptions and serial numbers must be submitted to the IHSP. An inventory of all equipment purchased by the IHSP must be maintained by the project and available to IHSP staff upon request. An inventory of all equipment purchased with BIA IHSP funds must be maintained

and submitted with the annual report. Pictures and serial numbers of the approved purchased equipment must be submitted to the IHSP prior to reimbursement.

22. The Tribe agrees to send a letter to BIA Indian Highway Safety Program requesting disposition of any equipment with a purchase price of \$1,000.00 or more before the equipment may be disposed of.
23. All travel must adhere to the guidelines provided in **SECTION EIGHT** of this project agreement.
24. No indirect costs will be paid without a copy of the Tribe's most recent up to date approved Indirect Cost Rate Letter on file. Indirect cost must be claimed on a monthly basis and will not be reimbursed on a quarterly or annual basis. If a Tribe receives a new Indirect Cost Letter after the fiscal year has begun, **it is the responsibility of the Tribe to provide a copy of that letter to the BIA Indian Highway Safety Program office. Cost will not be retroactive.**
25. All law enforcement projects must provide reporting on the forms attached. All forms must have the proper signatures present. All other previous form versions will not be accepted.
26. All purchases of goods and services will be **made using procurement regulations approved by the BIA Indian Highway Safety Program as set forth under Title 49, CFR "Common Rule," 23 CFR Part 1200 and NHTSA funding policy letter dated February, 2002.**
27. A-133 Compliance - The tribe is required to comply with federal OMB A-133 requirements. If threshold expenditures for all federal funds expended by the tribe are \$750,000.00 or more during your agency's fiscal year 2015, please submit a Single Audit Report and Management Letter (if applicable) to the Director of the IHSP, Indian Highway Safety Program, 1001 Indian School Rd NW, Suite 251, Albuquerque NM 87104 or via email at ois_indian_highway_safety@bia.gov
28. A **Distribution Plan** must be submitted for any office supplies and media **prior to** purchasing the items and a copy of the approved Distribution Plan must be included when the reimbursement claim is filed. All media must carry a Traffic Safety message. The Indian Highway Safety Program must approve messages and/or drawings, art or other pictures. In order to be reimbursed, a vendor provided invoice is the only document that will be accepted for verification of purchase.
29. All training must be Traffic Enforcement and Safety related, relate directly to the current project and coincide with the project's targets and strategies. Enforcement projects will have highway safety officers trained in SFST within the contract year. Any projects receiving radar(s) and breath analyzer(s) must have officers trained and certified in their usage and operation. (Copies of the certifications will be provided to the BIA Indian Highway Safety Program.)
30. Overtime may not be claimed for training of overtime Officers, schedules must be modified to allow for training to occur during normal shift hours. The Indian Highway Safety Program reserves the right to require supporting documentation prior to approval of training requests. Training will be evaluated on a case by case basis. Some training is the responsibility of the police department to ensure their officers are adequately trained to perform the duties of the project agreement.
 - a. The following training will be allowable under this grant:

ARIDE	Radar/Lidar
Sobriety Check Points	Standardized Field Sobriety Training
Intoxilyzer Recertification	Safety Related Conferences/Meetings

Saturation Patrols

b. The following types of trainings **will not** be allowable under this grant:

Academy Certification	Defensive Driving
Driver Instructor	Leadership/Supervisor Training
Street Survival Training	Instructor Training

31. Cell phones, airtime, or other charges related to cell phones **WILL NOT** be authorized for any reason.
32. Over-time personnel and others being funded by IHSP are expected to spend 100% of their time on project activities. This must be accounted for in monthly narratives, daily logs, citation logs and by timesheets.
33. In accordance with 2 CFR 200.336(a) Records of non-federal entities (grantees) shall allow full access to all records related to the grant. Access shall be allowed for the awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity or any of their authorized representatives, must have the right of access to any pertinent books, documents, papers, or other records of the non-Federal entity (grantee) which are pertinent to the Federal award, in order to make audits, examinations, excerpts and transcripts. The right also includes timely and reasonable access to non-federal entity's (grantee's) personnel for the purpose of interview and discussion related to such documents.
34. Any program income earned by project personnel financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the Grantee and added to the funds committed to the project by the BIA IHSP and be used to further eligible program objectives.
35. Mileage for Overtime projects will be reimbursed at the current standard rate allowed by GSA (GSA Bulletin FPMR G-211); Sedan/Midsize 1100, Sedan/Large 1400, and Sport Utility 4181. Overtime mileage must be recorded on the Overtime Form in order to be reimbursed. Mileage logs must be maintained by project personnel and will be verified during monitoring visits. If mileage logs are not available or if mileage cannot be verified, project will no longer be reimbursed for mileage.
36. The Director of the BIA Highway Safety Program shall decide any dispute, disagreement or question of fact arising under this agreement. A written appeal of any decision made by IHSP staff to the IHSP Director may be made within 30 calendar days of the decision. The appeal must be in writing and identify specific details which the project wishes to dispute. A response will be made in writing to the Tribal Leader and Chief of Police/Project Coordinator.

An appeal to the Governor's Representative (GR for the BIA Indian Highway Safety Program) may be made only after a decision issued by the IHSP Director. The appeal must be made in writing within 30 calendar days of the IHSP Director's decision.

37. All final claims for reimbursement **AND** a final performance report **MUST** be received by the BIA Indian Highway Safety Office no later than October 31, 2016. Claims received after that time may not be eligible for reimbursement.
38. The BIA IHSP, in the event of Grantee noncompliance with any of the provisions of this agreement, may terminate this agreement by giving the Grantee thirty (30) days advance notice.

The BIA IHSP, before issuing notice of termination of this agreement, shall allow the Grantee a reasonable opportunity to respond to an IHSP issued Corrective Action Plan.

The Grantee may terminate their participation in this agreement by notifying and receiving the concurrence of the BIA IHSP thirty (30) days in advance of the termination.

39. The IHSP encourages law enforcement agencies to follow the guidelines issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 4029(j)).

SECTION EIGHT: TRAVEL GUIDELINES

BIA TRAVEL PROCEDURES FOR 402 FUNDED HIGHWAY SAFETY PROJECTS

2 CFR Part 225 provides:

Travel costs are allowable for expenses for transportation, lodging, subsistence, and related items incurred by employees traveling on official business.

Pursuant to Federal Travel Regulations, <http://www.gsa.gov/portal/content/104790> , the BIA Indian Highway Safety Program has established the following rules for travel under its 402 Highway Safety Program.

1. All travel must be necessary and essential to the project.
2. All travel must be directly related to goals, targets and strategies as set out in your proposal/agreement.
3. All out-of-state travel must be approved in writing, prior to any reservations being made or ticket purchases.
4. All in-state travel in which travel costs will be incurred must be approved in writing, prior to any travel arrangements being made.
5. National conferences are not mandatory and will be reviewed on a case-by-case basis. Grant employees may not be allowed to attend the same annual conference two years in a row.
6. Trip reports are required for all trips, both in and out of state. Requests for reimbursement for travel expenses will not be processed without trip reports.
7. Trip reports must contain, at a minimum: (See sample trip report)
 - a. Trip purpose or objective
 - b. Trip outcome/benefit to your project
 - c. How the travel relates to your project
 - d. Activities that you participated in or workshops attended
 - e. Contacts made
8. Travel expenses will be reimbursed at the normal Tribal travel rates not to exceed the Federal Travel Regulations for the travel location.

SECTION NINE: CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION

The Tribe will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Tribe will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Tribe will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the

prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. 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 coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal 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 CFR 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 entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. 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 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Non-procurement Programs.

9. 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.

10. Except for transactions authorized under paragraph 6 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 CFR Part 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 may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, 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 proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has 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 meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal 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 CFR 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 proposal that it will include the 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. (See below)

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 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Non-procurement 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 CFR Part 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 proposal, 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 proposal.



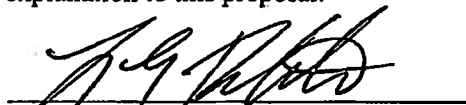
Tribal Leaders Signature

Todd R. Matha

Print Name

9/25/15

Date



Lawrence, Robertson,
IHSP Director, BIA

9-17-15

Date

Approved: NHTSA R6:

Date:

LAW ENFORCEMENT AGREEMENT

Tribe: Mille Lacs Band of Ojibwe Tribe

Project Number: PT-16-18-17

I, Jared Rosati do hereby state and declare that I am the Chief of Police for the Mille Lacs Band of Ojibwe Tribe and hereby agree and certify that the Tribe will, at a minimum, participate in two (2) National Mobilizations and the Indian State Mobilization to be held in **December 2015, May 2016 and August 2016.**

I understand:

Funds have been identified in the current project agreement to fund traffic safety overtime and overtime activities during the mobilizations, to include, but not be limited to: Saturation Patrols, Check Points, Road Blocks and other traffic safety overtime enforcement activities.

In the event all regular and overtime funds are expended prior to the mobilizations, this department will honor its commitment to participate in the three (3) Mobilizations.

The Tribe agrees to honor its commitment to participate in the mobilizations regardless of staff changes or leadership changes (i.e. new Chief (s) appointment).

The **MOBILIZATION AND SUSTAINED ENFORCEMENT** form is due to the BIA Indian Highway Safety Program Office not later than 15 days after the end of each mobilization. (Forms will be provided)

If the **MOBILIZATION AND SUSTAINED ENFORCEMENT** form is not returned, reimbursements for those time periods will not be made until such time as the completed form has been returned.

Failure to participate and report for specified mobilization is a violation of the provisions of this contract and could jeopardize the continued and future funding for the program. I further understand the dates of the mobilizations are:

December 19, 2015 - January 5, 2016 – *Don't Shatter the Dream* Indian State Mobilization

May 11 - 25, 2016 – *Click It or Ticket* Mobilization

August 19 - September 5, 2016 – *Drive Sober or Get Pulled Over* Mobilization

Equipment with a unit price of \$5,000.00 or more must have written approval letter from the NHTSA Regional Administrator before purchase. Failure to receive approval prior to purchase will result in non-reimbursement for the equipment. The IHSP will be responsible for submitting all grantee requests in excess of \$5,000.00 to the NHTSA Regional Administrator.

Officers' utilizing BIA purchased equipment must be certificated for use in/of equipment and certifications made available to the BIA IHSP. Failure to have properly trained officer(s) may result in the equipment being removed and returned to the BIA IHSP.


A monthly program narrative and a request for reimbursement are **required** on or before the fifteenth (15th) day after the previous months activities have been performed. **All monthly reports must be submitted in the format provided by the BIA Indian Highway Safety Program and will include the following information:**

- a. Daily logs for all full-time IHSP funded Highway Safety Officers as well as for all overtime hours. Daily logs must include all citation numbers.
- b. Overtime forms for each shift worked, by each officer working, must be signed by a supervisor.

Projects that do not submit a monthly narrative report and a request for reimbursement by the fifteenth (15th) day of the following month will receive written notification via email of **overdue report**. If no response is received within 7 calendar days after the first notification, project personnel will receive a **First Notice**. If no response is received within 15 calendar days after the First Notice, project personnel will receive a **Final Notice** which could result in the termination of the contract. During the contract year, if the tribe receives three **Final Notices** the IHSP will evaluate the contract to determine if the project will be terminated.

Attempts to contact Tribal personnel will be documented, in writing, with outcomes noted.

The BIA IHSP and/or NHTSA can/will make scheduled or unscheduled site visits for project monitoring purposes. Every effort will be made to provide advanced notice.



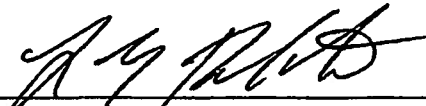
Chief of Police

Jared Rosati

Print Name

9-27-15

Date



Lawrence, Robertson



Project Coordinator

Charles Scott,

Print Name

09-28-2015

Date

9-17-15

Date



MILLE LACS BAND OF OJIBWE INDIANS
Judicial Branch of Tribal Government

TO: Band Assembly
FROM: Gilda Burr, Court Administrator
CC: Rayna Churchill, Chief Justice
DATE: September 2, 2015
RE: Additional Appropriation for Guardian Ad Litem Training & Contract

Attached is a copy of a budget in which I am requesting additional appropriations for funds FY 2016 & 2017 for the Guardian Ad Litem (GAL) program. The objective is to recruit, train, provide job shadowing and hire via contract two individuals to serve as Guardian ad Litem. Based on the increase of family cases being filed the court needs to add two more contracted positions for the Guardian Ad Litem program. This would entail offering the GAL training and shadowing program to recruit more individuals.

Attached is a two year budget requesting additional appropriations for this specific program. For training purposes, MN State Guardian Ad Litem program will be contracted to provide the 40-hour pre-service training. The State's program is more intense and costly however, we have found the process as indicated below has met our needs at a lesser cost. We will also implement job shadowing with the current Guardians Ad Litem. At the end of the job shadowing we will provide a mock court case, mock court hearing and certification test to determine if the trainee will be offered a contract.

Training and Shadowing will be done in FY 2016, which will take about 14 weeks. The total amount of the 40-hour training is \$7,200 which will consist of a five-day room rental held at Grand Casino Mille Lacs for \$1,500. After successfully completing the 40 hours pre-service training, the trainees will job shadow a current Guardian ad Litem for 3 months for up to 10 hours a week at \$10.00 per hour to see if the individual has the knowledge, skills and ability to perform the work. For this project we are estimating that five will continue into the shadowing component. The Guardian ad Litem that provides the shadowing will be contracted for \$500 per month for 3 months for each trainee. The total for shadowing is \$7,500. The supplies & background check will total \$1,350.00. The total cost of training and shadowing is \$23,550.

In Fiscal Year 2016, the cost of adding two Guardian Ad Litem will be estimated at 2 GAL working 120 hours per month at \$25.00 per hour for 8 months = \$48,000. Total in 2016 is \$71,753

In Fiscal Year 2017, the cost of adding two Guardian Ad Litem will be estimated at 2 GAL working 120 hours per month at \$25.00 per hour for 12 months = \$72,000.

Please note that the FY 2016 & 2017 Tribal Court Budget was already submitted to OMB in July so this amount would need to be added to the Tribal Court budgets if appropriated. If you have any questions, I can be contacted at 7401.

Mille Lacs Band of Ojibwe
 FY2016 & FY2017 Original Budget Request

Additional funding for the Guardian Ad Litem Program

Department Name: Tribal Court - Guardian Ad Litem program Only
 Department Number: 100 150 4300

Account #	Proposed 2016 Budget	Proposed 2017 Budget
Revenues:		
Fees/Fines	3200	
Private Grants	3210	\$ - \$ -
Taxation	3220	\$ - \$ -
Federal Grant	3300	
Self Governance Compact	3305	
State Grant	3310	\$ - \$ -
Public Works Fees	3500	\$ - \$ -
Interest Income	3600	\$ - \$ -
Miscellaneous Income	3800	\$ - \$ -
Transfer In From Program	8000	\$ - \$ -
Indirect Cost Transfer In	8010	\$ - \$ -
Casino Distributions	8030	\$ 71,753 \$ 72,000
Total Revenues	\$ 71,753	\$ 72,000
Expenditures:		
Salaries	4000	
Health Insurance	4105	
Life Insurance	4106	
Disability Insurance	4107	
Dental Insurance	4108	
Worker's Compensation	4109	
Unemployment	4110	
Retirement	4111	
Employer's Share of FICA	4112	
PERA	4113	
Total Salaries and Fringe	\$ -	\$ -
Consulting / Contract Labor	4300	\$ 70,200 \$ 72,000
Local Mileage	4400	
Non-local Mileage	4450	
Communication	4500	
Postage	4550	
Training / Recruitment	5000	
Legal Expense	5100	
Miscellaneous Expense	5700	
Office Supplies	6100	\$ 1,350
Insurance	6120	
Cultural Activities	6200	
Printing	6300	
Program Supplies	6400	
Rent	6500	
Building / Equip Maintenance	6600	
Donations	6668	
Utilities	6700	
Vehicle / Equipment Maintenance	6720	
Program Activities	6800	
Passthrough	6900	
Small Equipment (under \$500)	7000	
Equipment	7100	
Construction	7200	
Transfer to Programs	9000	
Indirect Cost Transfer	9010	\$ 203 \$ -
Total Expenditures	\$ 71,753	\$ 72,000
Revenues Over (Under) Expenditures	\$ -	\$ -