



MILLE LACS BAND OF OJIBWE

Executive Branch of Tribal Government

COMMISSIONER'S ORDER _260_-12

A COMMISSIONER'S ORDER TO ENGAGE THE SERVICE OF UPGRADING EMERGENCY SIRENS FOR THREE MILLE LACS BAND COMMUNITY LOCATIONS

WHEREAS, Pursuant to Title 4 MLBSA §7(h) a Commissioner of Administration has the authority to issue an order on any subject matter within their jurisdiction pursuant to authority conferred by Band Statute; and

WHEREAS, Pursuant to Title 4 MLBSA §7(i) a Commissioner of Administration has the authority to take those measures deemed necessary to protect the well-being of programs within their respective jurisdiction; and

WHEREAS, Pursuant to Title 4 MLBSA §7(c) a Commissioner of Administration has the authority to authorize the expenditure of all appropriated funds within their subject matter jurisdiction; and

WHEREAS, Pursuant to Title 4 MLBSA §10(g) the Assistant Commissioner of Administration possesses the authority of the Commissioner of Administration in his/her absence; and

WHEREAS, Pursuant to Title 4 MLBSA §9(a) the Assistant Commissioner of Administration may act on behalf of the Administration Policy Board in the event such entity cannot obtain a quorum to conduct its delegated affairs; and

WHEREAS, The services of Granite Electronics are necessary in order for the Mille Lacs Band of Ojibwe to install the parts and services necessary to repair the Sandy Lake Siren, and upgrade both Aitkin County and three of the Mille Lacs county sirens for the narrowband radio operation being mandated by the FFC, whose deadline is January 1, 2013, and

WHEREAS, Approval of a Service Contract by the Administration Policy Board prior to the time Granite Electronics must begin work is highly unlikely due to the inability of the Administration Policy Board achieving a quorum by the needed date to start and finish the services; and

WHEREAS, Payment for the services of Granite Concrete will not be made until after the next Administration Policy Board meeting; and

DISTRICT I

43408 Oodena Drive • Onamia, MN 56359
(320) 532-4181 • Fax (320) 532-4209

DISTRICT II

36666 State Highway 65 • McGregor, MN 55760
(218) 768-3311 • Fax (218) 768-3903

DISTRICT IIA

2605 Chiminising Drive • Isle, MN 56342
(320) 676-1102 • Fax (320) 676-3432

DISTRICT III

45749 Grace Lake Road • Sandstone, MN 55072
(320) 384-6240 • Fax (320) 384-6190


URBAN OFFICE

1433 E. Franklin Avenue, Ste. 7c • Minneapolis, MN 55404
(612) 872-1424 • Fax (612) 872-1257

NOW THEREFORE IT IS ORDERED that Granite Concrete will be hired by the Mille Lacs Band to update and repair weather sirens for McGregor, Isle, & Vineland, Minnesota.

IT IS FURTHER ORDERED THAT Granite Electronics will be paid a sum NOT TO EXCEED Sixteen Thousand Three Hundred Thirty-Five Dollars (\$16,335.00) upon completion of work and submission of necessary invoices pursuant to OMB policies and procedures.

DATED: At Vineland, Minnesota this 13th day of September in the year two thousand and twelve.


Michele Palomaki
Assistant Commissioner of Administration

Effective: September 13, 2012

Expiration Date: September 30, 2012

**APPROVED AS TO FORM,
EXECUTION AND NUMBERING**


Todd Matha
Solicitor General

OFFICAL SEAL OF THE BAND

Memorandum

To: A.P.B.

From: S.R. Lucas, Dir. of Public Safety

Date: 9/4/2012

Re: Contract/Granite Electronics



Please be advised that Granite Electronics (contractor) has provided the Mille Lacs Band Tribal Police Department and MLB with service and equipment both contracted and otherwise over the past several years. Granite Electronics has demonstrated very reasonable and reliable service regarding electronic equipment purchases and maintenance.

Mr. Mike Kahl (representative) most recently provided the Tribal Police Department with the new digital radios purchases affording our department to remain compliant with the new FCC Narrowbanding deadline of January 1st. 2013.

The warning siren management for the McGregor, District I, and IIA were previously contracted under Community Development is now under the Public Safety Department. In addition, Granite Electronics and representatives are currently familiar with all locations and maintenance procedures of MLB warning sirens.

If you have any questions please call my office at ext. 7540.

MILLE LACS BAND OF OJIBWE **SERVICE CONTRACT**

The parties to this Contract shall be referred to as follows:

The Mille Lacs Band of Ojibwe Indians, a federally recognized Indian Tribe, shall be referred to as the "Band." **Granite Electronics** shall be referred to as the "Contractor."

1. The Contractor shall perform the following services: **Diagnose, repair, and upgrade MLB weather sirens** at the following location (if applicable): **DII East Lake Community Ctr, Sandy Lake, and Vineland units Mille Lacs County.**
 2. The Band appoints **Todd R. Matha Solicitor General** as Contracting Officer to represent the Band in its dealings with the Contractor. This Contracting Officer may accept or reject, in whole or in part, the work performed under this Contract.
 3. The Contractor shall perform the above services by the **30th** day of **September, 2012.** The Band may terminate this Contract upon the Contractor's refusal or inability to perform the services outlined herein.
 4. The Contractor shall return to the Band any property of the Band that has come into the Contractor's possession during the term of this Contract upon request by the Band or at the termination of this Contract.
 5. The Contractor agrees that all information and knowledge pertaining to this Contract and the services to be rendered are the property of the Band and no such information or knowledge shall be divulged to anyone other than the Band.
 6. The Contractor agrees that all rights, titles, and interests in and to any and all work products arising out of this Contract are the property of the Band.
 7. The Contractor agrees that during and subsequent to the term of this Contract it will without further consideration assign all rights, titles, and interests in any copyrightable material produced in connection with this Contract to the Band, and shall assist in every proper way, entirely at its own expense, to secure, maintain, and defend for the Band's benefit copyrights and any extensions and renewals thereof on any and all such materials produced.
 8. The Contractor shall abide by all applicable Band, Federal, and State laws pertaining to the work performed.
 9. In consideration for the services to be performed by the Contractor, the Band agrees to pay the sum of: **not to exceed \$ Sixteen Thousand Three Hundred and Thirty Five Dollars and no/00 Dollars (\$16,335.00)** to the Contractor on the following terms: **upon completion of work and submission of necessary documents for payment, and with approval of the Solicitor General or his/her designee. All invoices are subject to OMB processing schedule.**
- All payments will be issued in conformance with the policies and procedures of the Band's Office of Management and Budget (OMB).
10. All contracts require OMB approval; contracts over \$5,000 require approval from the Solicitor General and the Administration Policy Board; and contracts over \$25,000 require the approval of Band Assembly. If such approval is not obtained, this Contract is not binding on the Band.

11. The Contractor shall hold the Band harmless of any liabilities arising out of the performance of the services contained in this Contract.
12. It is expressly understood and agreed by the parties that the Contractor is an independent contractor and shall in no event be considered an employee of the Band. The Band will not withhold any State or Federal taxes on the payment to be made hereunder and will not provide any fringe benefits to the Contractor.
13. The Contractor is an independent contractor and has no authority to incur any expenses or obligations on behalf of the Band.
14. The Contractor agrees that any and all disputes which arise under this Contract will be adjudicated in the Court of Central Jurisdiction for the Mille Lacs Band and that said Court has personal jurisdiction over the Contractor. The Contractor agrees that all interpretations of this Contract will be based upon the laws of the Band.

CONTRACTOR**MILLE LACS BAND OF OJIBWE INDIANS**

[Signature] 9/4/12
Signature of Contractor Date

Contracting Officer Date

Granite Electronics
Name of Contractor

#558

Michael Kahl Rep.
Title

535 N 31st Ave
St. Cloud, MN 56303
Address

320-252-1887
Phone

41-09683991
SS# / FED ID #

Line Item: **100-175-4300**

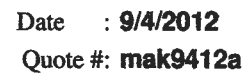
OMB REVIEW [Signature] 9/4/12
Initial & Date

OSG REVIEW [Signature] 9/5/12
Over \$5,000 Initial & Date

CONTRACT # 813101

APB REVIEW _____
Over \$5,000 Initial & Date

BAND ASSEMBLY REVIEW _____
Over \$25,000 Initial & Date



	\$0.00
CE	\$16,335.00

Sid Lucas

From: Michael Kahl [MikeK@GraniteElectronics.com]
Sent: Tuesday, September 04, 2012 9:44 AM
To: Sid Lucas
Cc: 'Dan Thell'
Subject: Modified quote.
Attachments: Mille Lacs Band Siren Narrowband Upgrade, Replace Batteries and Repair a.pdf

Sid, the attached quote covers the parts and services necessary to repair the Sandy Lake Siren, and upgrade both Aitkin County and three of the Mille Lacs County sirens for the narrowband radio operation being mandated by the FCC.

The Sandy Lake siren currently has vandalized control and battery boxes. One of the boxes was dented in to the point that the gaskets allowed moisture and dirt to fill inside and start a corrosion process that would not allow for reliable operation in the future. The battery box was opened and components removed, it also has corrosion started. These two boxes will be replaced with new equipment that will be compatible with the narrowband radio operation.

The East Lake siren will receive a new radio receiver control module and new batteries. The Isle, Mille Lacs academy (near Izaty's) and Bug Hill siren will receive component upgrades to the existing radio receivers to make them compatible with narrowband. All of these sirens will receive new batteries and a checkout of operation.

Please feel free to contact me via any of the following methods with questions.

Michael Kahl
Granite Electronics
Office 320-252-1651
Mobile 320-980-1948
MikeK@GraniteElectronics.com