



THE MILLE LACS BAND OF  
**OJIBWE INDIANS**  
*Legislative Branch of Tribal Government*

**JOINT RESOLUTION 18-04-110-19**

**A JOINT RESOLUTION APPROVING THE STATE OF MINNESOTA  
JOINT POWERS AGREEMENT WITH THE MILLE LACS BAND OF  
OJIBWE ON BEHALF OF ITS POLICE DEPARTMENT**

- WHEREAS, the Mille Lacs Band Assembly ("Band Assembly") is the duly elected governing body of the Mille Lacs Band of Ojibwe ("Band") a federally-recognized Indian Tribe; and
- WHEREAS, pursuant to 3 MLBSA § 2(d), the Band Assembly is empowered to adopt resolutions to promote the general welfare of the people of the Band; and
- WHEREAS, pursuant to 4 MLBSA § 2, the Chief Executive of the Band is empowered to exercise the Executive Branch powers of the Band; and
- WHEREAS, the Band Assembly and Chief Executive have established as a priority the improvement of spiritual, physical, mental, social and economic wellbeing of the people of the Band; and
- WHEREAS, the Federal Bureau of Investigation requires all law enforcement agencies in all states to update their record management systems to be compatible with the National Incident-Based Reporting System ("NIBRS"); and
- WHEREAS, the deadline to have all systems be compatible is December 31, 2020; and
- WHEREAS, the Band Assembly and Chief Executive understand that a Joint Resolution is needed to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to receive funding in order to purchase the adapter making its records management system compatible with Minnesota's NIBRS Requirements for which the Band is eligible.
- NOW, THEREFORE, BE IT RESOLVED that the Band Assembly and Chief Executive, on behalf of its Tribal Police Department, approve the Joint Powers Agreement by and between the State of Minnesota acting through its department of Public Safety, Bureau of Criminal Apprehension and the Mille Lacs Band on behalf of the Tribal Police Department; and

BE IT FURTHER RESOLVED that a copy of the Joint Powers Agreement is attached as part of this Resolution; 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

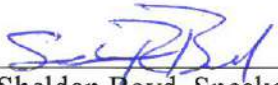
**URBAN OFFICE**

1404 E. Franklin Avenue • Minneapolis, MN 55404  
(612) 872-1424 • Fax (612) 872-1257

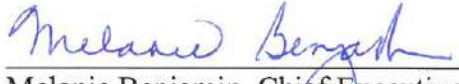
BE IT FURTHER AND FINALLY RESOLVED that the Chief Executive and Solicitor General, or her or his successor is designated the Authorized Representative for the Band and has the authority to sign the Joint Powers Agreement. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the agreement with the State. To assist the Authorized Representative with the administration of the agreement, the Chief of Police is appointed as the Authorized Representative's designee.

WE DO HEREBY CERTIFY that the foregoing resolution was duly concurred with and adopted at a regular session of the Band Assembly in Legislative Council assembled, a quorum of legislators being present, held on the 8<sup>th</sup> day of August, 2019 at Hinckley, Minnesota by a vote of 2 FOR, 0 AGAINST, 0 SILENT.

IN WITNESS WHEREOF, we, the Band Assembly hereunto cause to have set the signature of the Speaker of the Assembly.

  
Sheldon Boyd, Speaker of Assembly

IN CONCURRENCE, with the action of the Speaker of the Assembly, I hereunto set my hand to this resolution.

  
Melanie Benjamin, Chief Executive

**OFFICIAL SEAL OF THE BAND**



## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension [BCA] ("State"), and the Mille Lacs Band of Ojibwe Tribal Police Department ("Governmental Unit").

### Recitals

Under Minnesota Statutes § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is the agency that collects incident data and through which Minnesota crime statistics are reported to the Federal Bureau of Investigation (FBI). The FBI has established January 1, 2021, as the deadline by which all states must submit crime statistics in the National Incident-Based Reporting System (NIBRS) format. The State is in need of assistance from the Governmental Unit to implement and certify the integration of incident reporting and the submission of crime statistics in the NIBRS format as well as crime statistics unique to Minnesota (MN-NIBRS).

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires on June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

Law enforcement agencies in the State of Minnesota are required to report crime statistics to the State. In turn, the State reports those statistics to the FBI. See Minnesota Statutes § 299C.05. Current crime statistics reporting has less detail than is required to be MN-NIBRS compliant. The State has funding available to assist the Governmental Unit to implement and certify crime statistics reporting to meet MN-NIBRS requirements as well as submit incident data for use during investigations. See Minnesota Statutes § 299C.40.

The Governmental Unit will:

1. Continue to submit its crime statistics as it does on the effective date of this agreement until its submissions have been certified by State as MN-NIBRS compliant.
2. Coordinate and communicate with any other government agencies using Governmental Unit's records management system (RMS) to do crime reporting to ensure that all understand the benefits of transitioning to NIBRS.
3. Draft an agreement with its RMS vendor to implement an electronic submission format that will report its incident data in a way that meets BCA requirements and crime statistics in a way that meets MN-NIBRS requirements. The agreement must provide that the vendor: (a) make the work done for the Governmental Unit compliant with State's requirements as listed below in Items 9 and 10; (b) be informed of changes to the requirements in Items 9 and 10; (c) provide vendor with documentation of the Crime Reporting System (CRS); (d) require the vendor to assist in the resolution of any errors during the testing period and these fixes be made available to existing and future MN-NIBRS installations at no additional cost; and (e) require that the vendor will provide the Governmental Unit with any documentation necessary for the successful operation of the submissions.
4. Submit the draft agreement with its RMS vendor to State for approval prior to execution.
5. Create a project plan with its vendor that shows how the vendor will ensure that all the work required for the Governmental Unit to submit incident data and MN-NIBRS complaint crime statistics are within the term of this Agreement.
6. Submit the project plan with its RMS vendor to State for approval.
7. The Governmental Unit cannot authorize work on the implementation of the MN-NIBRS compliant submissions until the State has approved the draft agreement, it has been completely executed and the project plan has been



- approved by State.
8. Require its own staff and that of the RMS vendor to attend the periodic status meetings and demonstrations organized by the State.
  9. Assure that the vendor installs a version of software that has been previously certified by the State at another Minnesota agency.
  10. Ensure that the implementation meets the requirements of the State of Minnesota Non-Visual Access Standards ([https://mn.gov/mnit/assets/Stnd\\_State\\_Accessibility\\_tcm38-61585.pdf](https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf)), CRS Vendor Adapter Specifications, and CRS Data Mapping Requirements, all of which are posted on the BCA website at [https://bcanextest.x.state.mn.us/launchpad/training/training.cgi?cat\\_id=24](https://bcanextest.x.state.mn.us/launchpad/training/training.cgi?cat_id=24) and updated from time to time. These documents and any revisions posted to the website are incorporated by reference. The Governmental Unit is responsible for checking the website periodically for updates to these documents and providing any changes to its vendor.
  11. Test its electronic submissions in the State's test environment according to the "CRS Agency Deployment NIBRS Test Plan" provided by the BCA website and updated from time to time. This document and any revisions posted to the website are incorporated by reference. The Governmental Unit is responsible for checking the website periodically for updates.
  12. Achieve certification for its electronic submissions by sending three (3) consecutive months of MN-NIBRS compliant statistics with an error rate below 4% each month. This requirement applies to all government agencies doing crime reporting via the RMS.
  13. Change to reporting crime statistics in coordination with the State at a date and time specified by the state.

The State will:

- A. Accept Governmental Unit's crime statistics in the format in use on the effective date of this Agreement.
- B. Provide the documents listed in Items 9 and 10 above and keep them current including any changes made by the State or FBI.
- C. Review Governmental Unit's agreement with its RMS vendor for the required content and either approve or reject the agreement. State will notify Governmental Unit what has to be changed to receive approval. State will act within 10 business days of receiving the draft agreement.
- D. Review Governmental Unit's project plan within 10 business days of submission. State will either approve or reject the project plan. State will notify Governmental Unit what has to be changed, if anything, to receive approval.
- E. Schedule periodic status meetings and demonstrations as needed to ensure the project is completed.
- F. Provide electronic schema and sample submission files that Governmental Unit can share with its vendor.
- G. Provide access to its test environment so that Governmental Unit can test its submissions.
- H. Verify and validate Governmental Unit's submissions during the test period.
- I. Provide training to Governmental Unit on the submission requirements and best practices for MN-NIBRS compliance.
- J. Verify and validate Governmental Unit's submissions during the certification period including those made by government agencies using the RMS.
- K. Issue written certification of MN-NIBRS compliance to Governmental Unit and any other government agencies submitting using the RMS when the standards for submission have been met.
- L. Provide access to its production environment and authorize Governmental Unit to switch to MN-NIBRS reporting following the written certification.

### 3 Payment

The State will make payments to the Governmental Unit in accordance with the following deliverables list.

| Deliverable  | Payment |
|--|---------|
| Receipt of an executed, approved Agreement between Governmental Unit and RMS vendor              | \$1,000 |
| Approval of project plan   | \$1,000 |
| Mapping document of RMS data elements to CRS data elements                                       | \$1,000 |
| First Successful Test Submission   | \$1,000 |
| Completion of Training Provided by Vendor  | \$1,000 |
| RMS Documentation to support successful operation (training and/or administrative documentation) | \$1,000 |
| Ready to submit to production CRS as evidenced by successful completion of the CRS Agency Vendor | \$1,000 |

|   |         |
|---|---------|
| NIBRS Test Plan by Governmental Unit staff  |         |
| Certification of submissions of all appropriate investigative and crime data by the Governmental Unit | \$1,000 |

The total obligation of the State under this agreement will not exceed \$8,000.00 (Eight Thousand Dollars and No Cents).

#### 4 Authorized Representatives

The State's Authorized Representative is the person below or her successor:

Name: Dana Gotz, Deputy Superintendent  
Address: Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Street East  
Saint Paul, MN 55106  
Telephone: 651.793.1007  
Email Address: [dana.gotz@state.mn.us](mailto:dana.gotz@state.mn.us)

The Governmental Unit's Authorized Representative is the person below or his/her successor:

Name: Sara Rice, Chief of Police  
Address: 43408 Oodena Drive  
Onamia, MN 56359  
Telephone: 320.532.3430  
Email Address: [sara.rice@mltpd.com](mailto:sara.rice@mltpd.com)

#### 5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

#### 6 Liability

The State and Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The State's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671-2681 and other applicable law.

#### 7 State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this agreement.

#### 8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**9 Venue**

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10 Termination**

**10.1 Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**10.2 Termination for Insufficient Funding.** The State may immediately terminate this agreement 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 must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit 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 agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**11 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)**

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the State upon request.

**12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6, Liability; 7, Audits; 8, Government Data Practices; and 9, Venue.

**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT PO Number: 3-60425

**2. GOVERNMENTAL UNIT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. DEPT. OF PUBLIC SAFETY; BCA**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**

As delegated to Office of State Procurement

By: \_\_\_\_\_

Date: \_\_\_\_\_