



**Little River Band of Ottawa Indians  
Tribal Council**

2608 Government Center Drive  
Manistee, MI 49660  
(231) 723-8288

**Resolution #16-0706-191**

*Approval for the Tribal Ogema to Execute a Tribal Self-Governance Compact between the Little River Band of Ottawa Indians and United States of America, represented by the Department of Interior Office of Self-Governance*

WHEREAS, the status of the *Gaá Čhíng Ziibi Daáwaa Aníshinaábek* (Little River Band of Ottawa Indians) as a sovereign and treaty-making power is confirmed in numerous treaties, from agreements with the initial colonial powers on this land, to various treaties with the United States; and

WHEREAS, the Little River Band of Ottawa Indians (Tribe) is descended from, and is the political successor to, the Grand River Ottawa Bands, signatories of the 1836 Treaty of Washington (7 Stat. 491) with the United States, as reaffirmed by federal law in P.L. 103-324, enacted in 1994; and

WHEREAS, the Tribe adopted a new Constitution pursuant to a vote of the membership on May 27, 1998, which Constitution became effective upon approval by the Assistant Secretary-Indian Affairs on July 10, 1998; and

WHEREAS, the Tribe adopted amendments to the Constitution on April 26, 2004, which became effective upon approval by the Assistant Secretary-Indian Affairs on May 13, 2004; and

WHEREAS, the Tribal Council is authorized by Article IV, Section 7(a) to provide for and to protect the public health, peace, morals, education and general welfare of the Tribe and its members; and

WHEREAS, the Tribal Council is authorized by Article IV, Section 7(b) to authorize and ratify agreements and contracts negotiated by the Tribal Ogema on behalf of the Tribe with federal, state and local governments on all matters within the authority of the Tribal Council; and

WHEREAS, the Tribal Council is authorized by Article IV, Section 7(i)(2) to manage any funds within the exclusive control of the Little River Band and to appropriate these funds for the benefit of the Tribe and its members; and

WHEREAS, the Executive powers of the Tribe are vested in the Tribal Ogema according to Article V, Section 1 of the Constitution; and

WHEREAS, the Tribal Ogema is authorized to consult, negotiate and execute agreements and contracts on behalf of the Tribe with the Federal Government, subject to authorization and ratification by Tribal Council;

WHEREAS, the Tribe chose to become an Interior Self-Governance Tribe in Calendar Year (“CY”) 2013 and has been operating its Bureau of Indian Affairs (“BIA”) programs under an existing Self-Governance Multi-Year Funding Agreement (“MYFA”) with the BIA since CY 2014;


WHEREAS, the Tribal Ogema and the Interior Department’s Office of Self-Governance (“OSG”) have negotiated a Self-Governance Compact; and

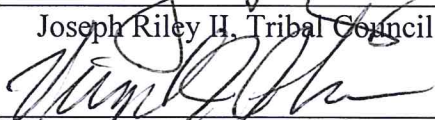
NOW THEREFORE IT IS RESOLVED, that the Tribal Council authorizes, approves, and ratifies the Tribal Ogema’s execution of the 2016 Compact of Self-Governance.

IT IS FINALLY RESOLVED, that the Tribal Ogema is hereby authorized to execute such other documents and take such other actions as necessary to effectuate this Resolution.

**CERTIFICATE OF ADOPTION**

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 8 FOR, 0 AGAINST, 0 ABSTAINING, and 1 ABSENT, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held July 6, 2016, at the Little River Band’s Government Center in Manistee, Michigan, with a quorum being present for such vote.

  
\_\_\_\_\_  
Joseph Riley H., Tribal Council Recorder

  
\_\_\_\_\_  
Virgil Johnson, Tribal Council Speaker

Attest:

Distribution: Council Records  
Tribal Ogema



**COMPACT OF SELF-GOVERNANCE**  
**BETWEEN**  
**THE LITTLE RIVER BAND OF OTTAWA INDIANS**  
**AND**  
**THE UNITED STATES OF AMERICA**

**ARTICLE I – AUTHORITY AND PURPOSE**

**Section 1 – Authority.** This Agreement, denoted a Compact of Self-Governance (hereinafter referred to as the “Compact”), is entered into by the Secretary of the Interior (hereinafter referred to as the “Secretary”), for and on behalf of the United States of America under the authority granted by Title IV of the Indian Self-Determination and Education Assistance Act, P.L. 93-638, as amended, and the Little River Band of Ottawa Indians (hereinafter referred to as “the Tribe”), under the authority of the Constitution and Laws of the Tribe.

**Section 2 – Purpose.** This Compact shall be liberally construed to achieve its purposes:

(a) This Compact is to carry out Self-Governance as authorized by Title IV of P.L. 93-638, as amended, which was built upon the Self-Governance Demonstration Project, and transfers control to tribal governments, upon tribal request and through negotiation with the United States government, over funding and decision-making of certain federal programs, services, functions and activities (hereinafter referred to as “PSFAs”) as an effective way to implement the federal policy of government-to-government relations with Indian tribes.

(b) This Compact is to enable the Tribe to redesign PSFAs of the Bureau of Indian Affairs (hereinafter referred to as “BIA”); to reallocate funds to such PSFAs according to tribal priorities; to enhance the effectiveness and long term financial stability of tribal government; to plan, conduct, consolidate and administer PSFAs, or portions thereof, administered by the Department of the Interior, other than through the BIA, to the extent provided in any Funding Agreement (hereinafter referred to as “FA”) for any such non-BIA PSFA; and to reduce the Federal bureaucracy.

(c) This Compact is to enable the United States to maintain and improve its unique and continuing relationship with and responsibility to the Tribe through Tribal self-governance which will allow the Tribe to take its rightful place in the family of governments in the federal constitutional system; remove federal obstacles to effective self-governance; reorganize tribal government PSFAs; and provide a documented example for the development of future Federal Indian policy. This policy of Tribal self-governance shall permit an orderly transition of federal domination of PSFAs to allow the Tribe meaningful authority to plan, conduct and administer those PSFAs to meet the needs of its people. In implementing Self-Governance, the BIA is expected to provide

the same level of service to other tribal governments and demonstrate new policies and methods to provide improved service delivery and address tribal needs. In fulfilling the United States responsibilities under this Compact, the Secretary hereby pledges that the Department will conduct all relations with the Tribe on a government-to-government basis.

## ARTICLE II – TERM, PROVISIONS AND CONDITIONS

**Section 1 – Term & Effective Date.** This Compact shall be effective when signed by the Secretary or an authorized representative and an authorized representative of the Tribe. The Compact shall remain in effect for so long as it is authorized by federal law and has not been rescinded.

**Section 2 – Funding Amount.** Subject only to the appropriation of funds by the Congress of the United States and to adjustments pursuant to Section 403(g) of Title IV of P.L. 93-638, as amended (25 U.S.C. § 458cc(g)) the Secretary shall provide the Tribe the total amount specified in each FA negotiated in accordance with this Compact.

### **Section 3 – Payment.**

**Payment Schedule.** Payment shall be made as expeditiously as possible and shall include financial arrangements to cover funding during periods under continuing resolutions to the extent permitted by such resolutions to the extent authorized by law. For each fiscal year covered by a FA negotiated under this Compact, the Secretary shall pay the funds specified for that fiscal year under the FA by paying the total amount provided for in the FA in one advance lump sum payment to the extent applicable. Other funds will be transferred to the Tribe as soon as possible after the amounts due are known and deliverable.

### **Section 4 – Audits.**

(a) **Single Audit Act.** The Tribe shall provide to the Secretary an annual audit as prescribed by the Single Audit Act of 1984, 31 U.S.C. §7501, *et seq.*, and shall adhere to generally accepted accounting principles and Office of Management and Budget Uniform Guidance: Cost Principles, and Audit Requirements for Federal Awards, commonly referred to as the Omni Circular, codified at 2 C.F.R. part 200.

(b) **Cost Principles.** The Tribe shall apply cost principles under the Omni Circular, at 2 C.F.R. part 200, subpart E – Cost Principles, except as modified by Section 106(k) of Title I of P.L. 93-638, as amended (25 U.S.C. § 450j-1(k)).

**Section 5 – Records.** The following provisions will supplement the Tribal policies on document disclosure and will govern record keeping associated with this Compact:



(a) Except for previously provided copies of tribal records that the Secretary demonstrates are clearly required to be maintained as part of the record keeping system of the Department of the Interior, tribal records shall not be considered federal records for purposes of Chapter 5 of Title 5, United States Code.

(b) The Tribe shall maintain a record keeping system, and provide the Secretary reasonable access to records.

(c) The Tribe shall maintain in its record keeping system all documents necessary for the annual audit requirement in Section 4 of this Article.

**Section 6 – Reports to Congress.** In accordance with Section 405 of Title IV of P.L. 93-638, as amended (25 U.S.C. § 458ee), the Secretary shall submit to the Congress a written report on January 1 of each year following the negotiation of this Compact on the relative costs and benefits of Tribal Self-Governance. Such report shall separately include the views of the Tribe.

**Section 7 – Federal Supply Sources.** Federal supply sources (including lodging, airline transportation and other means of transportation including the use of Interagency Motor Pool vehicles) shall be available to the Tribe and to its employees for the purpose of carrying out FAs pursuant to this Compact, to the same extent as if the Tribe were a federal agency.

**Section 8 – Successor Funding Agreement.** Negotiations for a successor to the FA shall begin no later than 120 days in advance of the conclusion of the preceding FA.

**Section 9 – Matching Funds.** All funds provided under this Compact and any FA entered into pursuant to Title IV of P.L. 93-638, as amended, and all funds provided under contracts or grants made pursuant to Title I of P.L. 93-638, as amended, shall be treated as non-federal funds for purposes of matching requirements under any federal law.

**Section 10 – Non-BIA Programs.** Subject to Subpart F of the regulations promulgated pursuant to Section 407 of Title IV of P.L. 93-638, as amended (25 U.S.C. § 458gg), the administration of PSFAs under Section 403(b)(2), (b)(3) and (c) of Title IV of P.L. 93-638, as amended (25 U.S.C. §§ 458cc(b)(2), 458cc(b)(3), and 458cc(c)), shall be controlled by applicable terms included in an FA. Where terms of this Compact conflict with the terms of a non-BIA FA, the FA terms will control.

**Section 11 – Program Guidelines, Manuals, or Policy Directives and Regulations.** The Secretary and the Tribe agree to utilize the following procedures governing the establishment and application of program guidelines, manuals, policy directives, and regulations under this Compact and any FA negotiated thereunder:

(a) **Program Guidelines, Manuals, Policy Directives.** The Tribe will not be required to comply with program guidelines, manuals or policy directives other than

those identified in this section or in any FA negotiated under this Compact in carrying out the PSFAs under any such FA. Notice of program guidelines established by the Tribe may be provided to the Secretary upon request or voluntarily by the Tribe.

**(b) Federal Regulations.**

**(i) Applicable Federal Regulations.** In carrying out the provisions of this Compact and any FA negotiated thereunder, the Tribe agrees to comply with applicable federal regulations that have not been waived.

**(ii) Waiver of Regulations.** Any applicable regulations of the Department of the Interior may be waived in accordance with waiver provisions contained in 25 C.F.R. Subpart J (Sections 1000.220 – 1000.232) of the regulations promulgated under Section 403(i) of Title IV of P.L. 93-638, as amended (25 U.S.C. § 458cc(i)).

**Section 12 – Property.**

**(a) In General.** As provided in Section 105(f) of Title I of P.L. 93-638, as amended (25 U.S.C. § 450j(f)), at the request of the Tribe, the Secretary may make available, or transfer to the Tribe, all reasonably divisible real property, facilities, equipment and personal property that the Secretary has used to provide or administer the PSFAs in an FA pursuant to this Compact. A mutually agreed upon list specifying the property, facilities and equipment so furnished shall also be prepared by the Secretary, with the concurrence of the Tribe, and periodically revised by the Secretary, with the concurrence of the Tribe. The parties agree that the government-owned personal property that has been in the possession of and used by the Tribe in the performance of Title I Contract responsibilities up to the time of the execution of this Compact shall continue in the possession of the Tribe for use in the performance of the PSFAs listed in any FA negotiated under this Compact.

**(b) Records.** The Tribe shall maintain a record of all property referred to in subparagraph (a) or other property acquired by the Tribe under this Compact or FA for purposes of replacement.

**(c) Joint Use Agreements.** Upon the request of the Tribe, the Secretary and the Tribe shall enter into a separate joint use agreement to address the shared use by the parties of real or personal property that is not reasonably divisible.

**(d) Acquisition of Property.** The Secretary may acquire such surplus or excess Government property for donation to the Tribe as the Secretary determines to be appropriate to support the PSFAs in an FA pursuant to this Compact.

**(e) Confiscated or Excess Property.** The Secretary may assist the Tribe in obtaining such confiscated or excess property as may become available to Tribes, Tribal



Organizations or local governments for the purpose of carrying out FAs pursuant to this Compact.

(f)  **Screener On-Line Application.** The Tribe may submit an on-line screener application from the General Services Administration (GSA).

(g)  **Capital Equipment.** The Tribe shall determine its capital equipment, leases, rentals, property or services required to perform its obligations under this subsection, and shall acquire and maintain records of such capital equipment, leases, rentals, property or services through the Tribe's applicable Procurement Policies.

(h)  **Reversion of Title.** Title to property and equipment furnished by the federal government for use in the performance of any FA pursuant to this Compact which has a value in excess of \$5,000 at the time of retrocession, rescission, or termination of the FA shall, at the option of the Secretary, revert to the United States.

(i)  **Replacement of Property.** Property and equipment used in the performance of any FA pursuant to this Compact shall remain eligible for replacement to the same extent as if title to such property was vested in the United States, whether the property and equipment was furnished by the federal government for use in performance of an FA pursuant to this Compact or was purchased by the Tribe with funds from an FA pursuant to this Compact.

(j)  **Leasing of Facilities.** In accordance with Section 105(I) of Title I of P.L. 93-638, as amended (25 U.S.C. § 450j(I)), and 25 C.F.R. Part 900, Subpart H, the Secretary shall, upon request of the Tribe, enter into a lease with the Tribe for facilities used in performance of the PFSAs for which the Tribe holds title, leasehold interest, or trust interest.

**Section 13 – Insurance and Federal Tort Claims Act.** The Tribe shall be fully covered by any liability insurance or equivalent coverage that the Secretary provides to Title I contractors or obtains pursuant to Section 102(c) of P.L. 93-638, as amended (25 U.S.C. § 450f(c)). The Tribe and its employees shall also be fully covered under the Federal Tort Claims Act to the same extent as Title I contractors are covered under the provisions of Title I of P.L. 93-638.

**Section 14 – Mature Contractor Status upon Compact Termination.** Should the Tribe elect to convert to Title I, P.L. 93-638, as amended, contract status all or some of the PSFAs operated under an FA pursuant to this Compact, the Tribe shall retain the mature contractor status held prior to entering into this Compact, provided that the auditing requirements for maintaining mature contractor status have continued to be met during the period this Compact is in effect.

**Section 15 – Sovereign Immunity.** Nothing in this Compact or any FA shall be construed to alter, affect or otherwise diminish the sovereign immunity of the Tribe.

**Section 16 – Disputes.**

(a) **Litigation Remedies.** Section 110 of Title I of P.L. 93-638, as amended (25 U.S.C. § 450m-1), shall apply to disputes under this Compact and any FA negotiated thereunder.

(b) **Alternative Remedies.** In accordance with Subpart R of the Title IV regulations (25 C.F.R. Sections 1000.420 – 1000.438), the parties may pursue alternative remedies and procedures in addition to, or as an alternative to, remedies and procedures prescribed by Section 110 of P.L. 93-638, as amended.

**Section 17 – Inclusion of Title I Provisions.** In accordance with Section 403(l) of Title IV of P.L. 93-638 (25 U.S.C. § 458cc(l)), at the option of the Tribe, any or all provisions of Title I of P.L. 93-638, as amended, shall be made part of an FA negotiated under this Compact upon written request by the Tribe. The Secretary is obligated to include such provisions at the option of the Tribe. If such provisions are incorporated, they shall have the same force and effect as if set out in full in Title IV.

**Section 18 – Service Area.** The service area shall be identified in each Funding Agreement.

**ARTICLE III – OBLIGATIONS OF THE UNITED STATES**

**Section 1 – Trust Responsibility.** The United States reaffirms its trust responsibility to protect and preserve all trust resources associated with this Compact and any FA negotiated hereunder. Nothing in this Compact is intended to, nor should it be interpreted to, terminate, waive, modify, diminish or reduce the trust responsibility of the United States to the Tribe, any tribe or individual Indians participating in this Compact or otherwise entitled to the benefits of the federal trust responsibility. The Secretary pledges to practice utmost good faith in upholding said trust responsibility.

**Section 2 – Trust Evaluations.**

(a) **Trust Evaluation and Reassumption.** Pursuant to Section 403(d) of Title IV of P.L. 93-638, as amended (25 U.S.C. § 458cc(d)), and 25 C.F.R. Part 1000, Subpart O, the Secretary shall monitor through annual trust evaluations the trust functions performed by the Tribe pursuant to an FA. Further, the Secretary may reassume any PSFAs, or portions thereof, if there is a finding of imminent jeopardy to a physical trust asset, natural resource or to public health and safety, in accordance with 25 C.F.R. Part 1000, Subpart M.

**Section 3 – Programs Retained.** The Secretary retains any PSFAs with respect to the Tribe that are not specifically assumed by the Tribe in an FA.



**Section 4 – Financial and Other Information.** The Tribe shall be eligible for new PSFAs on the same basis as other Tribes. The Tribe shall be advised of available funding for such PSFAs on the same basis as other tribes.

## **ARTICLE IV – OBLIGATIONS OF LITTLE RIVER BAND OF OTTAWA INDIANS**

**Section 1 – Tribal Programs.** The Tribe agrees to perform such PSFAs as identified in any FA negotiated under this Compact, to the extent funding is provided in the FA. The Tribe pledges to practice utmost good faith in upholding its responsibility to provide such PSFAs.

**Section 2 – Consolidation.** To the extent a PSFA included within the FA was included within a contract or grant previously entered into by the Tribe pursuant to P.L. 93-638, as amended, or is subject to any obligation arising from such contract or grant, that contract or grant is terminated and the parties obligations shall be governed by this Compact.

**Section 3 – Amount of Funds.** The total amount of funds that the Secretary shall make available to the Tribe for the performance of its obligations under this Compact shall be identified in an FA negotiated between the Secretary and the Tribe and incorporated into this Compact as an attachment.

**Section 4 – Compact Programs.** The Tribe will perform the PSFAs identified in each FA negotiated under this Compact.

**Section 5 – Trust Services for Individual Indians.** The Tribe will maintain at least the same level of trust services to individual Indians as was previously provided by the Secretary. The Tribe pledges to practice utmost good faith in upholding its responsibility to provide such services. Trust services for individual Indians means only services that pertain to land or financial management connected with individually held allotments or townsite parcels.

**Section 6 – Tribal Administrative Procedures.** Pursuant to the Indian Civil Rights Act of 1968 (25 U.S.C. §§ 1301 *et seq.*), the laws, policies, and procedures of the Tribe shall provide for administrative due process (or the equivalent of administrative due process) with respect to PSFAs that are provided by the Tribe pursuant to this Compact.

## **ARTICLE V – OTHER PROVISIONS**

**Section 1 – Designated Officials.** The Designated Official for the United States shall be the Director of the Office of Self-Governance. On or before the effective date of this Compact, the Tribe shall provide the Director of the Office of Self-Governance with a written designation of a senior official (“Designated Tribal Official”) as its

representative/liaison official for notices, proposed amendments to the Compact and other purposes for this Compact.

**Section 2 – Interpretation of Federal Law.** In accordance with Section 403(i) of Title IV of P.L. 93-638, as amended (25 U.S.C. § 458cc(i)), the Secretary shall interpret federal laws and regulations in a manner that facilitates the inclusion of PSFAs in an FA, and the implementation of this Compact and all subsequent FAs negotiated thereunder shall be in accordance with the spirit of Congressional policies regarding Self-Governance.

**Section 3 – Compact Modifications or Amendments.** To be effective, any modification of this Compact shall be in the form of a written amendment and shall require the written consent of the Tribe and the United States. Any modifications proposed by the Tribe or the Secretary shall be reviewed and acted upon within a time frame mutually agreed to by the parties.

**Section 4 – Severability.** Except as provided in this section, this Compact shall not be considered invalid, void or voidable if any section or provision of this Compact is found to be invalid, unlawful or unenforceable by a court of competent jurisdiction. In the event that a section of this Compact, or any Amendment thereto, is found by a court of competent jurisdiction to be invalid, void or voidable, the parties will seek by mutual agreement to amend, revise or delete any such section or provision, in accordance with the provisions of this Compact.

**Section 5 – Officials Not to Benefit.** No Member of Congress, or resident commissioner, shall be admitted to any share or part of any FA or contract thereunder executed pursuant to this Compact, or to any benefit that may arise from such Compact. This paragraph may not be construed to apply to any contract with a third party entered into under an FA pursuant to this Compact if such contract is made with a corporation for the general benefit of the corporation.

**Section 6 – Covenant Against Contingent Fees.** The parties warrant that no person or selling agency has been employed or retained to solicit or secure any contract executed pursuant to this Compact upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

**Section 7 – Retrocession.** The effective date of retrocession for any FA under this Compact or this Compact in whole or in part, shall be mutually agreed to by the United States and the Tribe.

**Section 8 – Penalties.** The parties agree that the criminal penalties set forth in 25 U.S.C. § 450d apply to all activities conducted pursuant to this Compact.



**ARTICLE VI- ATTACHMENTS**

**Section 1 – Approval of Compact.** The Tribal Resolution approving this Compact is attached hereto and incorporated by reference.

**Section 2 –Funding Agreement.** Each FA negotiated under this Compact shall be attached hereto and incorporated by reference.

**ARTICLE VII- COUNTERPART SIGNATURES**

This Compact may be signed in counterparts.

**IN WITNESS WHEREOF**, the parties have executed, delivered and formed this Compact, effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**LITTLE RIVER BAND OF OTTAWA INDIANS**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Ogema

**UNITED STATES OF AMERICA**

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