



Little River Band of Ottawa Indians

375 River Street
Manistee, MI 49660
(231) 723-8288

Resolution # 04-1218-526

Adoption of Budget and Appropriations Regulations, Amendment to "Chapter 1. Purchasing & Procurement, Chapter 2. Travel Regulations, and Chapter 3. Mileage Reimbursement Regulations."

WHEREAS, the status of the *Gaá Čhíng Ziibi Dadwaa Aníshinábek* (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 its 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 under Article IV, Section 7(a) to provide for the public health, peace, morals, education and general welfare of the Little River Band and its members; and

WHEREAS, the funding for the Tribal Manager position has been eliminated resulting in an amendment to Chapter 1. Purchasing & Procurement, Chapter 2. Travel Regulations, and Chapter 3. Mileage Reimbursement Regulations.

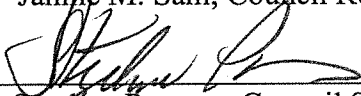
NOW THEREFORE IT IS RESOLVED THAT the Tribal Council of the Little River Band of Ottawa Indians hereby adopts the revisions to "Chapter 1. Purchasing & Procurement, Chapter 2. Travel Regulations, and Chapter 3. Mileage Reimbursement Regulations" and changes the language of "Tribal Manager" to "Tribal Ogema or designee." They also direct the Purchasing/Travel Supervisor to present to the staff under the Ogema Operations notice and training.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 9 FOR, 0 AGAINST, 0 ABSTAINING, and 0 ABSENT, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held on December 18, 2004 at the Little River Band's Dome Room in Manistee, Michigan, with a quorum being present for such vote.



Janine M. Sam, Council Recorder



Stephen Parsons, Council Speaker

Attest:

Distribution: Council Records
Tribal Ogema
Tribal Court
Legal Department

Old Bus A

BUDGET AND APPROPRIATION REGULATIONS
Regulation # R100-01:AC-01

Chapter 1. Purchasing and Procurement

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with Section 4.10 (e) of the Budget and Appropriation Ordinance, # 01-100-04, the Tribal Council hereby promulgates these rules for purchasing and procurement by the Little River Band of Ottawa Indians.

1-2. *Purpose.* This policy is intended to provide a framework for ensuring that Tribal purchase transactions are understood, and accompanying procedures are uniformly applied. Guidelines are placed to support purchasing activities of the Tribe and to create a managed purchasing system.

Section 2. General Policies

2-1. *Applicability.* This policy shall be followed by all Tribal Government Offices and affiliated entities, and shall include purchases by the Housing Commission and Housing Department.

2-2. *Justification.* All purchase and contract actions must be justifiable and support legitimate Tribal program objectives.

2-3. *Pricing.* Purchasing and contract actions will be based on competitive pricing to the greatest extent possible and exceptions shall be documented and approved. Competitive pricing as used in this policy means obtain price quotes or bids from multiple vendors to assure the lowest price on quality goods and services.

2-4. *Purchasing Authority.* All purchases are to be made by the Purchasing Department. Purchase variances must not exceed 10% above the suggested price, excluding shipping and handling.

2-5. *Approval.* It is the intent of these policies to treat purchases as a logical group. Purchases shall not be broken or separated into smaller amounts to avoid necessary levels of approval.

2-6. *Contracts.* All purchases shall be accompanied by an original signed contract or purchase order which shall be filed with the Purchasing Department.

2-7. *Legal Review.* All contracts and other forms of agreements, excluding purchases from vendor catalogue pricing, shall be required to have a written legal review of the contract. If amendments are requested or recommended in that legal review, documentation that identifies that the Legal Department has reviewed the amendments or determined that the amendments are not required.

Section 3. Contract Authorization Levels

3-1. *Monetary Authorization.* No employee is authorized to bind or commit the Tribe to the purchase or any goods or services.

3-2. *Contracts and Purchase Requisition Approval.* Program Directors shall place all purchases through the Purchasing Office and shall obtain approval as set forth in this section. Program Directors shall request the Purchasing Office, after approval by the Ogema, to negotiate all purchases in excess of \$8000.01. The following value and authority levels limit authority to initiate the development of purchase requests and/or contracts.

a. \$.00 to ~~\$500.00~~ \$1500.00, with authorization from the Purchasing Supervisor and the Program Director.

b. ~~\$500.01 to \$3000.00, with authorization from the Tribal Manager and the Purchasing Supervisor.~~

b. ~~\$3000.01 to \$1500.01~~ \$1500.01 to \$8000.00, with authorization from the Ogema, ~~Tribal Manager~~, and the Purchasing Supervisor.

d. All purchases over \$8000.01, with authorization by the Tribal Ogema and Tribal Council and the Purchasing Supervisor.

Section 4. Responsibilities

4-1. *Program Directors.* Program Directors are responsible for achieving program goals and at the same time

conserving Tribal resources and maintaining accountability. Their responsibilities begin with the development of a sound program budget. As managers, their primary responsibilities in relation to purchasing are:

- a. Exercising control over expenditures, to ensure that they do not exceed amounts allotted in the budget and that they are consistent with purposes detailed in the budget.
- b. Ensuring that transactions are made with adequate planning and that emergency buying is avoided.
- c. Ensuring that all requisitions are prepared properly.
- d. Coding expenditures properly.
- e. Determining that expenditures are completed within the performance period for the grant program, which they support.
- f. Provisions of certain Tribal grants and contracts may apply policies or require practices, which lie beyond those defined in this policy. Whenever funds under a specific federal grant or contract are used for purchasing or contracting purposes, it is the responsibility of the Program Director to abide by the terms and conditions of the grant or contract requirements.
- g. Keeping record of all purchases made for back reference and accountability

4-2. *Purchasing Supervisor.* The Purchasing Supervisor is responsible for seeing that all purchasing activities are carried out properly and in a manner that best serves the interests of the Tribe. The Purchasing Supervisor is the person with primary responsibility for representing the Tribe as it enters into agreements with vendors. As such, the Purchasing Supervisor carries out many specific purchasing responsibilities, including:

- a. Seeking competitive quotations, bids, and proposals whenever feasible, to insure that the Tribe obtains quality goods or services at reasonable prices.
- b. Obtaining or providing the appropriate written approval of all purchase actions.
- e. Routing invoices and purchase orders to the Accounting Department.
- f. Maintaining documents regarding purchasing activities for two years.
- g. Maintaining documents regarding contract activities.
- h. Reviewing and monitoring all active purchase orders, noting payment terms and conditions to make sure that they are fulfilled.
- i. Determining whether potential vendors are responsible, for example have resources, personnel, integrity, and overall capability to meet the Tribe's needs successfully.
- j. Preparing bids and quotes.
- k. Reviewing the statement of work submitted by the Program Director.
- l. Purchasing goods for stock and building supplies.
- m. Maintaining a vendor file.
- n. Keeping all vendors aware of Tribal Purchasing Policies and Procedures.
- o. Verifying that all purchasing requirements have been met before issuing a purchase order.

~~4-3. Tribal Manager, Tribal Assistant.~~ ~~The Tribal Manager, as delegated administrator for the Ogema, is responsible for reviewing purchasing activities and approving purchasing activities under \$3000.00. The Tribal Assistant Manager shall be delegated the Tribal Manager authority in the event of a written memorandum, signed by the Tribal Manager, that he or she will not be available to sign documents on specified dates. This notice shall be attached to all purchasing documents signed by the Tribal Assistant Manager. The Tribal Manager is authorized to sign purchasing documents in the absence of all program directors to which he or she is delegated supervisory responsibility under the approved organizational chart of the Tribe.~~

4-3. *Tribal Ogema Review.* The Tribal Ogema is responsible for reviewing a monthly purchasing activities report for purchases under \$1500.00. The Tribal Assistant Manager may be delegated responsibility for this review by written memorandum signed by the Tribal Ogema. Provided that, disciplinary actions resulting from non-compliance with these regulations remain the responsibility of the Tribal Ogema.

4-4. *Tribal Ogema.* The Tribal Ogema, as the chief administrator for the Tribe, is responsible for overseeing the entire purchasing process. In addition to that general responsibility, the Tribal Ogema holds specific responsibility for:

a. Approving purchase requests and contracts submitted that exceed \$3000.01, but do not exceed \$8000.00.

b. Responsible for executing all contracts.

c. Responsible for submitting in writing a list of all individuals identified as Program Director to exercise authority under 3.2(a) on an annual basis to Purchasing Department and Controller, and shall be amended and updated with any personnel changes.

4-5. *Tribal Council*. The Tribal Council has final responsibility for management of the Tribe's resources. Its key responsibilities in regard to purchasing are:

a. Approving program budgets.

b. Ratifying all purchases requests and contracts.

Section 5. Standards of Conduct

5-1. *Ethical Conduct*. It is important that high standards of conduct be maintained at all times to ensure confidence and integrity in the Tribe's purchasing process. All Tribal officers, employees, and agents who are involved in purchasing and contracting activities must follow the standard of conduct set forth below:

a. Tribal employees will refrain from participating in a purchasing or contracting action, which a conflict of interest would be involved.

b. Tribal employees will not accept gratuities, favors, or gifts of monetary value.

c. Any Tribal employee who has unknowingly obtained any benefit resulting from a purchase or contract will immediately, upon discovery, report the benefit to his or her immediate supervisor.

d. No employee of the Tribe shall knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

Section 6. Purchasing Procedures

6-1. *Request for Purchase Order*. Any purchase for goods or services on behalf of the Little River Band of Ottawa Indians must be initiated by submitting a "Request for Purchase Order" form with the following information:

a. Date: The date the request is being made.

b. Program number: Enter in the program number to which the purchase will be charged.

c. Account number: Enter in the account number from which the purchase amount will be obligated.

d. Placed by: Whom (employee) is requesting the purchase

e. Quantity: The amount of the item.

f. Description: A clear item description including catalog number, color, size or any other information that may be needed to identify the item.

g. Page number: Enter in the page number item was found if available.

h. Source: Enter complete name, address, and phone number of suggested vendor.

i. Price: Enter in the items unit price and multiplied price if ordering more than one unit.

j. Approved by: Must be signed by the proper authorized personnel. See authorization levels in this policy.

k. Justification: Reason for purchase.

6-2. *Issuance of Purchase Order*. The requisition form is sent to the Purchasing Department. Upon receiving all required authorizations a purchase order will be issued.

6-3. *Encumbrance Procedures*. The Purchasing Department shall place orders as follows:

a. All approved requisition forms shall be assigned a Purchase Order number.

b. The Purchasing Department shall provide documentation prior to placing an order that funding is available to support the request for purchase. Supporting documentation shall be attached to the purchase order. The Purchasing Department will match orders according to price and supplier and verify pricing.

c. The Vendor will be phoned, faxed, or mailed. A description of the item should include color, size, and any additional information that maybe needed.

- d. The Purchase Order is then entered into the Accounting System.
- e. An original Purchase Order is printed and signed. A copy shall be routed to Program Director and the Receiving Department.
- f. Departments are responsible for maintaining copies of their own request. The purchase order number that is assigned to an order can also be used to lookup an order that may require an item to be returned or used for future orders of a similar item.
- g. All purchase orders shall identify a shipping address and an invoicing address. All invoices shall be mailed to Accounts Payable. When the invoice arrives with the goods, the invoice shall be routed to Accounts Payable.

6-4. *Procurement Transactions*

- a. Small procurement transactions shall be used when purchasing supplies and equipment under \$100,000 in value.
- b. Major procurement transactions shall be used when purchasing supplies and equipment in excess of \$100,000 in value and shall require open solicitation and bidding.
- c. *Standing Purchasing Orders.* When business with a vendor is on a regular basis and purchases or service dollar amounts vary, it may be more cost effective to establish a standing purchase order with the vendor. A Standing Purchase Order shall be generated and maintained in the same fashion as the Purchase Order request.

6-5. *Quotes & Bidding Requirements*

- a. Required Competitive Quotations. An adequate number of quotations from qualified sources are required. There are two different methods to soliciting for price quotes – oral and written. To ensure the needs of the Tribe are met and at the same time ensuring that an adequate number of quotes are obtained.

- 1. For purchase requests up to \$1,000.00, oral quotes are sufficient but in some cases it is more adequate to request a bid in writing. Adequate competition should still be sought for purchases under \$1,000.00 if the Purchasing Supervisor determines it to be feasible. The following factors must be taken into account when determining if it is adequate to obtain more quotes:

- A. What is known about recent and similar purchases.
- B. Soliciting bids out weighs the monetary value of the good.
- C. In cases where the Purchasing Supervisor determines it to be more efficient, purchase orders can be issued for an amount not to exceed. For cases such as these, the amount shall never exceed \$250.00. The requisition shall list the requested items. The purchase order shall show, the determined not to exceed amount.
- D. Items that are purchased under a GSA contract.
- E. Written quotes are required for items purchased exceeding \$1,000.00 any exceptions must be documented and approved by-
 - 1. For Ogema Operations – The Ogema ~~or Tribal Manager~~
 - 2. For Tribal Council – The Speaker or Recorder
 - 3. For Tribal Court – The Chief Judge of the Tribal Court

6-6. *Bidding Process.* All bids shall be generated in the following manner:

- a. The Program Director will provide the Purchasing Department with a description of equipment or service expectations/needs.
- b. The Purchasing Department will contact the source or sources and notify them of the opportunity to bid.
- c. Bids must be submitted in writing within a predetermined time frame.
- d. The following restrictions and requirements must be followed in order to obtain a fair and just bid.
 - 1. Bids must be in writing.
 - 2. All bids are confidential.
 - 3. All copies of bids shall be attached to the purchase order.

6-7. *Sole Source Bidding.* Programs may from time to time have immediate needs to meet program objectives or to protect the health and safety of employees or Tribal Members. In such cases documentation and approval must be obtained from

- a. For Ogema Operations – The Ogema or Tribal Manager
- b. For Tribal Council – The Speaker or Recorder
- c. For Tribal Court – The Chief Judge of the Tribal Court

6-8. *Documenting Quotes.* All quotes must be documented. A record is necessary to show that competition was obtained when feasible and to be utilized for future purchases. All soliciting documents shall be attached and remain with the purchaser order.

6-9. *Evaluating Quotes and Selection of Vendor.* Indian preference must always be a factor when evaluating quotes and in the vendor selection process. The Purchasing Supervisor shall evaluate the quotes received and determine which quote is the most favorable buy. The price should be the determining factor, but in cases where the Purchasing Supervisor determines that the bidding vendor is not responsible and cannot fulfill the requirement properly and on time, these requirements must be considered over price.

~~Section 7-1~~ 6-10. *Receiving.* Shipments shall be delivered to the Receiving Department unless otherwise specified by the Purchasing Department. The procedure for receiving goods is as follows:

- a. Packing slips must be matched by the purchase order.
- b. The Receiving Department shall inspect all shipments to make assure they have been received in good condition and in the proper quantity.
- c. As shipments are received, a check mark shall be entered on the packing slip beside the item to demonstrate that the item was received.
- d. Every received order must be stamped as “received” and initialed by the receiving personnel.
- e. Once the order has been received, receipt of the order is entered into the Accounting system.
- f. The packing slip or invoice shall be forwarded to Accounts Payable for payment and closeout.
- g. Purchases will be delivered by the Receiving Department.

~~7-2~~ 6-11. *Backorders.* When purchasing supplies on a daily basis, situations will occur where the entire order is not received on the same date. Such an occurrence places the order in a backorder status and the following procedure shall be followed:

- a. The Receiving Department shall be responsible for notifying the Purchasing Department that an order has been placed on backorder.
- b. The Purchasing Department will then be responsible for tracking and placing the order in a backorder status in the Accounting system.

Section 7. Adoption; Amendment; Repeal

7-1. *Adoption.* This Chapter is adopted by the Tribal Council on March 6, 2002 by resolution # 02- 0306-07 and amended by resolution # 03-0618-177, and resolution # 04-0512-___, as amended by resolution # 04-1201-481. As further amended by resolution # _____.

7-2. *Amendment.* This regulation may be amended by the Tribal Council, or by submission of amendments by the Tribal Ogema approved by the Tribal Council, in accordance with the Constitution and any rules set forth governing amendment of regulations of the Little River Band of Ottawa Indians.

7-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

7-4. *Compliance.* In regards to compliance with this regulation, deviation from the requirements of this regulation must be noted and corrected. Failure to follow the requirements of this regulation may result in disciplinary action, up to and including termination from employment and action to recover expenditures resulting from unauthorized actions.

Chapter 2. Travel Regulations

Regulation # R100-04:AC-02

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with section 4.10(e) of Budget and Appropriations Ordinance, # 01-100-04, the Tribal Ogema hereby promulgates these regulations for implementation of the *Travel Regulations*.

1-2. *Purpose.* The Tribe recognizes that representatives of the Tribe who travel far from home must forego their living accommodations and may forfeit time for personal activities. Accordingly, the Tribe will make efforts to provide comfortable and secure accommodations for lodging and transportation for representatives. However, the Tribe reserves the right to deny reimbursement of expenses that are considered lavish, extravagant, or unreasonable. This regulation is intended to provide procedures for identifying and reimbursing travel expenses.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word "shall" is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Budget and Appropriations Ordinance are defined for the purposes of all *Travel Regulations*.

2-2. *Purchasing and Travel Department* means the office or Accounting Department personnel responsible for arranging and closing out travel of employees and government officials.

2-3. *FTR* means federal travel regulations as set forth in 41 C.F.R. Ch. 301 as may be amended from time to time.

2-4. *POV*

2-5. *Tribal Vehicle*

Section 3. Overall Policy

3-1. *General Policy Statements.* The policy statements in this Section provide a foundation for all policies and procedures for a sound travel approval, advance and reimbursement system.

3-2. *Guidelines.* Expenses are to be within established Tribal guidelines, OMB Circular A-87, and federal guidelines as set forth in 41 C.F.R. Ch. 301 as may be amended. Reimbursements will be made only with proper documentation and as established in this regulation.

3-3. *Application.* All employees, elected officials and appointed officials shall comply with the requirements of this policy.

3-4. *Purpose of Travel.* Travel should be for the purposes related to the traveler's position and/or education related to enhancing the traveler's ability to do his or her job. Travel shall not be used for personal gain.

3-5. *Responsibility for Unapproved Expenses.* Travelers will be responsible for excess cost and any additional expenses incurred to accommodate personal preference.

3-6. *Responsibility for Travel.* All travelers are responsible for complying with the Tribe's travel policies, and for following procedures stated in this regulation.

3-7. *Reduction of Per Diem Rates.* The Purchasing and Travel Department shall reduce from per diem rates, those costs associated with pre-paid meals included in a seminar where the traveler is offered the choice to attend that portion of a conference or seminar where a meal is included.

Section 4. Procedures

4-1. *General.* The following procedures must be used for all travel requests by travelers.

4-2. *Authorization.* An "Authorization for Travel Form" must be completed in full and signed by the Department Director and traveler to begin processing travel arrangements. All incomplete forms will be

returned to the traveler.

4-3. *Purchasing and Travel Department.* After the Authorization for Travel Form has been completed and authorized, the traveler will attach the Authorization for Travel Form, and a copy of the agenda of the business meeting, seminar, or training that the traveler will be attending, and forward those documents to the Purchasing and Travel Department.

a. All travel requests must be turned into the Purchasing and Travel Department at least ten working days in advance of travel. Any exceptions must be authorized in writing by the Ogema and the traveler is responsible for obtaining the Ogema's authorizing signature.

b. The Purchasing and Travel Department will then fill out a Travel Advance Form and a Check Request Form. Three copies shall be created – one copy for the Purchasing and Travel Department, the second copy for the Accounting Department, and the third copy for the traveler.

4-4. *Travel Advance Guidelines.* A Travel Advance will be processed at the estimated cost of travel utilizing the rates identified in 41 C.F.R. Ch. 301 and appendices, unless actual estimated costs are available in regards to lodging and transportation.

4-5. *Travel Closeouts Required.* All travelers that receive a Travel Advance must fill out a Travel Closeout Form within ten business days after completion of travel. The Travel Closeout is forwarded to the Purchasing and Travel Department with receipts attached. If the Travel Closeout and proper receipts are not returned and remain outstanding beyond ten days from the return date of the travel, the Travel Advance will be deducted from the traveler's paycheck(s), or stipend reimbursement(s) for Commissioners, Committee members, and other persons receiving a stipend, in full and the traveler will be denied any other travel until proper travel statements are filed. Provided that, no travel advance deduction shall exceed 75% of any paycheck. Upon submission of the Travel Closeout, the travel advance, or that portion deducted from the traveler's paycheck, shall be reimbursed to the traveler within three business days of receipt of the approved Travel Closeout Form.

4-6. *Travel Report Required.* All travelers are required to submit a travel report with Travel Close out forms. Travel reports shall also be submitted to the traveler's supervisor. The travel report shall summarize the purpose of the travel, information which the employee wishes to highlight, and a recommendation of the value of the conference or seminar, if applicable, to the Tribe and tribal employees.

4-7. *Unexpected Expenses.* For unexpected travel and/or expenses, the traveler is responsible for the following:

a. Obtaining written authorizations from the Ogema.

b. Notifying the Purchasing and Travel Department of all such expenses and/or travel prior to incurring, or as soon after incurring, the expense and/or travel as is practicable.

Section 5. Travel Types and Expense Guidelines

5-1. *Type of Travel.* The easiest way to prepare a Travel Closeout is to determine which type of travel is being taken and complete the appropriate form. The types of travel and related forms are:

a. Travel not including overnight stay, and within 90 miles of the traveler's departure address: fill out the Travel Reimbursement Request.

b. Travel not including overnight stay, eight hours or more going farther than 90 miles away from the traveler's departure address: fill out Authorization for Travel Form and Travel Closeout Form within 10 days of return.

c. Travel including overnight stay, with commercial lodging: fill out an Authorization for Travel Form, and Travel Closeout Form within 10 days of return.

d. Travel including overnight stay, without commercial lodging: fill out an Authorization for Travel Form, and Travel Closeout Form within 10 days of return.

5-2. *Reimbursement for Canceled Travel.* Employees will be held liable for all costs if a trip is cancelled for any reason other than emergency, related to employment as approved by their supervisor, or meeting/conference is cancelled by sponsoring agency. The travel advance shall be returned by the employee, if issued. The Purchase and Travel Department shall attempt to reduce expenses related to cancelling the travel. The Purchase and Travel Department shall notify the employee of the expenses related to cancelled travel which shall be either paid in full by the employee and/or deducted from the employee's next paycheck(s).

5-3. *Expense Guidelines.*

- a. *Air Travel.* All air travel arrangements are to be made by the Purchasing and Travel Department.
 1. Employees are to fly coach class.
 2. Employees are not to take any voluntary "bumped" airline flights. In cases where the traveler is "bumped" involuntarily any compensations received should be made out to the Little River Band of Ottawa Indians and forwarded to the Purchasing and Travel Department, additional per diem will be allowed.
- b. *Lodging.* Arrangements are to be based on value and convenience for the traveler and according to what is usual and customary.
 1. Advances shall be in accordance with the lodging rate in 41 C.F.R. ch. 301, Appendix A.
 2. When attending a conference the traveler shall stay at the hotel where the conference, training or seminar is given or at a hotel nearest the location to avoid excessive lodging or transportation costs.
 3. If lodging expenses exceed the lodging rate, the amount must be justifiable and preauthorized by the Ogema; provided that in accordance with 41 C.F.R. section 301-11.303, the maximum amount that may be reimbursed is limited to 300% in excess of FTR rate.
 4. If a traveler is accompanied by a family member or a friend, the traveler will be reimbursed for the cost of the traveler only.
 5. Travelers are given an advance sufficient to cover the costs of lodging. Travelers must submit a receipt with the Travel Closeout form in regards to the hotel or lodging expenses. A traveler shall be reimbursed only for actual costs, and shall refund to the Tribe any amount of the travel advance in excess of actual costs.
- c. *Meals.* Travelers will be responsible for obtaining their own meals while traveling. To that extent, travelers are advanced the per diem rate identified in 41 C.F.R. ch. 301.
 1. Travelers shall receive prior approval to host a meal, meeting or other monetary obligation on behalf of the Tribe, and identify the date of the activity, the parties present, and the purpose of the activity.
 2. Travelers shall identify, prior to, or upon return, that a meal, or meals, was provided and whether that meal was lunch or dinner. Meals, for purposes of this subsection, do not include breakfast, snacks or other inconsequential items.
- d. *Vehicle Use.* When multiple employees attend the same event, car-pooling will be required.
 1. If three or fewer employees attend an event, the payment for only one vehicle (POV, Tribal, or rental) will be authorized.
 2. If four or more employees attend an event, payment for multiple vehicles (POV, Tribal, or rental) will be authorized as needed to properly accommodate the group.
 3. Payment for one employee to travel alone in a vehicle (POV, Tribal or rental) when multiple employees are attending an event can be approved by the appropriate official as

identified in section 6-2 for reasons of health, safety or convenience of the Tribe.

e. *Car Rental.* If a car rental is required at the destination, advance arrangements shall be made with Purchasing and Travel Department. Rental cars will only be permitted where the cost of the rental would be less than the daily cost of taxi fare or other transportation other than city buses or subways are available. Examples of other transportation includes hotel vans or buses, conference vans, buses or group transportation, or airport buses. Arrangements will be made for economy class vehicles. Exceptions for mid-sized or greater vehicles may be pre-authorized when an identified business related need exists. The traveler will be issued a certificate identifying the Tribe's insurance coverage and contact phone numbers in the case of emergencies.

f. *Personal Vehicles.*

1. Employees should always request a Tribal vehicle, but in cases where a Tribal vehicle is not available a traveler may use his or her own automobile for business. Reimbursements are allowed at the mileage rate as amended from time to time in the Federal Register. The Purchasing and Travel Department will notify employees of changes to the mileage rate in a timely manner. The traveler will submit a Travel Reimbursement Request when traveling in the service area, or fill out a Travel Advance Form and Travel Closeout Form when traveling out of the service area.

2. When use of a personal vehicle is requested in lieu of airfare by the traveler, a cost comparison of 14-day advance airfare purchase must be made to justify the use of a personal vehicle. If the airfare is a lower cost to the Tribe the traveler will be advanced the amount of the airfare verses the mileage. Provided that –

A. the traveler shall sign a statement that he or she is not acting in their employment capacity during any time period when they are traveling to or from the destination in lieu of utilizing airline transportation; and

B. the traveler will be compensated per diem and hotel expenses for one day prior to the conference beginning date and for one day after the ending date of the meeting or conference period.

g. *Telephone; Incidental Expenses.* Business related telephone charges are allowable and are to be attached to lodging receipt. Room service charges, and video rentals are considered incidental expenses and will not be covered.

h. *Personal Calls.* Travelers shall be allowed \$5.00 per day for personal calls, receipts are not necessary. All personal calls on the hotel bill shall not be reimbursed. All business calls shall be made to the toll free business line of the Tribe.

i. *Miscellaneous.* Any additional business expenses that are not categorized above should be listed under miscellaneous expenses and documented with all receipts to substantiate the expense. Miscellaneous expenses would include but are not limited to: fax, copy charges, bridge fares and tolls. The employee's supervisor shall review and approve all miscellaneous expenses.

Section 6. Authorizations

6-1. *General.* Where authorization is required in this Chapter, and a specific office or position is not identified, the authorizations as set forth in this Section shall be obtained.

6-2. *Tribal Council; Tribal Ogema; Tribal Court.* The members of the Tribal Council, the Tribal Ogema, or the judges of the Tribal Court shall be authorized to approve travel related to those offices.

6-3. *Executive Branch.* For purposes of approval, expenses related to travel include transportation, per diem, and lodging. Registration costs to attend conferences, meetings, etc., shall be considered separately.

a. All travel shall first be authorized by a Department Director and expenditures up to \$250 may be

authorized by the Department Director so long as such travel expenditures are in accordance with this regulation. Travel expenditures outside of this regulation or in excess of FTR rate shall require approval by the Ogema.

b. When the cost of such travel exceeds \$250, approval by the Purchasing and Travel Department is required; provided that, travel expenditures of Accounting Department employees shall be approved by the Chief Financial Officer. The Purchasing and Travel Department may authorize travel expenditures that include lodging expenditures that do not exceed \$10.00 over FTR rate for lodging rates.

c. When the cost of travel exceeds \$900, approval by the Tribal Ogema shall also be required. Provided further, that the Ogema shall be required to approve all travel expenditures outside of this regulation or that exceed \$10.00 over FTR rate for lodging rates.

Section 7. Adoption; Amendment; Repeal

7-1. *Adoption.* This Chapter is approved by the Tribal Ogema on August 1, 2003 and approved by the Tribal Council on August 6, 2003.

a. *Amendment.* The Ogema approved amendments on November 17, 2004 and approved by the Tribal Council by resolution # 04-1117-458.

b. *Amendment.* As further amended by resolution # _____.

7-2. *Amendment.* This regulation may be amended by the Tribal Council, or by submission of amendments by the Tribal Ogema approved by the Tribal Council, in accordance with the Constitution and any rules set forth governing amendment of regulations of the Little River Band of Ottawa Indians. Provided that, any amendments must be approved or adopted in the same manner as set forth in section 7-1.

7-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

7-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.

7-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

7-6. *Effective Date.* This Regulation shall take effect on September 6, 2003 upon approval of the amendments by Tribal Council.

Chapter 3. Mileage Reimbursement Regulation

Regulation #R100-04: AC-03

Section 1. Authority; Purpose

1-1. *Purpose.* The Tribe recognizes that representatives of the Tribe may travel for business purposes while utilizing a personally owned vehicle. Accordingly, the Tribe will make efforts to provide accommodations for reimbursement of mileage to offset the costs associated with the use of a personally owned vehicle. However, the Tribe reserves the right to deny reimbursement of expenses that are considered unreasonable.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word "shall" is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Budget and Appropriations Ordinance are defined for the purposes of all *Budget and Appropriations Regulations*.

Section 3. Overall Policy

3-1. *General Policy Statements.* The policy statements in this Section provide a foundation for all policies and procedures for a sound travel reimbursement system.

3-2. *Guidelines.* Reimbursements will be made only with proper documentation and as established in this Regulation.

3-3. *Application.* All employees, elected officials and appointed officials shall comply with the requirements of this Regulation.

3-4. *Purpose of Travel.* Travel should be for approved business purposes only and shall not be used for personal gain. Mileage cannot be claimed for staff meetings or as stated by the ~~Tribal Manager~~ *Tribal Ogema, Speaker or Recorder, or Chief Judge as may be appropriate.*

3-5. *Responsibility of Traveler.* All travelers are responsible for complying with these policies and procedures and for the completion of the paperwork in order to obtain reimbursement. Mileage will be reimbursed only for miles actually driven by specific vehicles. Mileage will not be paid for trips not taken or for vehicles not driven: persons sharing a ride will not be paid mileage expenses that they did not incur.

3-6. *Type of Travel.* The easiest way to prepare a Travel Reimbursement Form is to determine which type of travel is being taken and complete the appropriate form. The type of travel and related forms are:

- a. Travel not including an overnight stay, and within 90 miles of the traveler's departure address - fill out the Travel Reimbursement Request.
- b. All other travel not including overnight stay and over 90 miles shall abide by Chapter 2, Travel Regulations requirements.

Section 4. Procedures

4-1. *General.* The following procedures must be used by all representatives of the Tribe when on Tribal business and utilizing a personally owned vehicle.

4-2. *Authorization.* A Mileage Reimbursement Request must be completed in full and signed by the traveler and their supervisor in order to begin the processing of the reimbursement. All incomplete forms will be returned to the traveler.

4-3. *Accounts Payable.* After the Mileage Reimbursement Request has been completed and authorized, the traveler will forward the form to Accounts Payable.

- a. All Mileage Reimbursement Request forms must be turned into Accounts Payable no later than the 5th of the month for the prior month's mileage. Any exceptions must be authorized by the ~~Tribal~~

~~Manager~~ Tribal Ogema, Speaker or Recorder, or Chief Judge as may be appropriate.

4-4. *Standard Mileage Chart.* The Standard Mileage Chart attached to these regulations shall identify the allowable mileage for the locations identified in that chart.

4-5. *Mileage rates.* Reimbursements will not exceed the mileage rate as stated in the Federal Register. The mileage rate may be amended periodically as promulgated in the Federal Register. The Purchasing and Travel Department will notify employees of changes to the mileage rate in a timely manner for the time period claimed.

4-6. *GSA and Tribally Owned Vehicles.* Employees should always request a GSA or Tribally owned vehicle, but in cases where a GSA or Tribally owned vehicle is not available a traveler may use his or her own vehicle for business.

Section 5. Adoption; Amendment; Repeal

5-1. *Adoption.* This Chapter is approved by the Tribal Ogema on March 9, 2004 and approved by the Tribal Council on March 10, 2004.

a. *Amendment.* The Ogema approved amendments on November 17, 2004 and approved by the Tribal Council by resolution # 04-1117-459. As further amended by resolution # _____.

5-2. *Amendment.* This Regulation may be amended by the Accounting department, in accordance with the Constitution and any rules set forth governing amendment of regulations of the Little River Band of Ottawa Indians. Provided that, any amendments must be approved or adopted in the same manner as set forth in Section 5-1.

5-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provision of this regulation are severable.

5-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.

5-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

5-6. *Effective Date.* This Regulation shall take effect on March 16, 2004, the amendments shall be effective upon approval by Tribal Council.

Little River Band of Ottawa Indians
Standard Mileage to Various Tribal Office Buildings

Tribal Community Center to Health Center	1.1
Tribal Community Center to Downtown Offices	1.9
Tribal Community Center to Little River Casino Resort	7.0
Tribal Community Center to Gathering (Pow wow) Grounds	6.9
Tribal Community Center to Newland Building	8.5
Tribal Community Center to Wastewater Treatment Facility	7.7
Tribal Community Center to East Lake Building	5.3
Tribal Community Center to Aki Maadziwin	9.1
Health Center to Tribal Community Center	1.1
Health Center to Downtown Offices	0.8
Health Center to Little River Casino Resort	5.9
Health Center to Gathering (Pow wow) Grounds	5.8
Health Center to Newland Building	7.4
Health Center to Wastewater Treatment Facility	6.6
Health Center to East Lake Building	4.2
Health Center to Aki Maadziwin	8.0
Downtown Offices to Tribal Community Center	1.9
Downtown Offices to Health Center	0.8
Downtown Offices to Little River Casino Resort	5.1
Downtown Offices to Gathering (Pow wow) Grounds	5.0
Downtown Offices to Newland Building	6.6
Downtown Offices to Wastewater Treatment Facility	5.8
Downtown Offices to East Lake Building	3.8
Downtown Offices to Aki Maadziwin	7.2
Little River Casino Resort to Tribal Community Center	7.0
Little River Casino Resort to Health Center	5.9
Little River Casino Resort to Downtown Offices	5.1
Little River Casino Resort to Gathering (Pow wow) Grounds	0.1
Little River Casino Resort to Newland Building	1.5
Little River Casino Resort to Wastewater Treatment Facility	0.6
Little River Casino Resort to East Lake Building	4.9
Little River Casino Resort to Aki Maadziwin	2.0
Gathering (Pow wow) Grounds to Tribal Community Center	6.9
Gathering (Pow wow) Grounds to Health Center	5.8
Gathering (Pow wow) Grounds to Little River Casino Resort	0.1
Gathering (Pow wow) Grounds to Downtown Offices	5.0
Gathering (Pow wow) Grounds to Newland Building	1.6
Gathering (Pow wow) Grounds to Wastewater Treatment Facility	0.7

Gathering (Pow wow) Grounds to East Lake Building	4.8
Gathering (Pow wow) Grounds to Aki Maadziwin	2.1
Newland Building to Tribal Community Center	8.5
Newland Building to Health Center	7.4
Newland Building to Downtown Offices	6.6
Newland Building to Little River Casino Resort	1.5
Newland Building to Gathering (Pow wow) Grounds	1.4
Newland Building to Wastewater Treatment Facility	1.7
Newland Building to East Lake Building	6.4
Newland Building to Aki Maadziwin	3.1
Wastewater Treatment Facility to Tribal Community Center	7.7
Wastewater Treatment Facility to Health Center	6.6
Wastewater Treatment Facility to Downtown Offices	5.8
Wastewater Treatment Facility to Little River Casino Resort	0.6
Wastewater Treatment Facility to Gathering (Pow wow) Grounds	0.7
Wastewater Treatment Facility to Newland Building	1.7
Wastewater Treatment Facility to East Lake Building	5.5
Wastewater Treatment Facility to Aki Maadziwin	1.4
East Lake Building to Tribal Community Center	5.3
East Lake Building to Health Center	4.2
East Lake Building to Downtown Offices	3.8
East Lake Building to Little River Casino Resort	4.9
East Lake Building to Gathering (Pow wow) Grounds	4.8
East Lake Building to Wastewater Treatment Facility	5.5
East Lake Building to Newland Building	6.4
East Lake Building to Aki Maadziwin	6.9
Aki Maadziwin to Tribal Community Center	9.1
Aki Maadziwin to Health Center	8.0
Aki Maadziwin to Downtown Offices	7.2
Aki Maadziwin to Little River Casino Resort	2.0
Aki Maadziwin to Gathering (Pow wow) Grounds	2.1
Aki Maadziwin to East Lake Building	6.9
Aki Maadziwin to Wastewater Treatment Facility	1.4
Aki Maadziwin to Newland Building	3.1