

JULY 2012 CROW TRIBAL LEGISLATURE

JOINT ACTION RESOLUTION NO. JAR 12-06

INTRODUCED BY CEDRIC BLACK EAGLE, CHAIRMAN
CROW TRIBAL EXECUTIVE BRANCH

JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE
CROW TRIBAL EXECUTIVE BRANCH ENTITLED:

“RESOLUTION APPROVING THE CROW TRIBE’S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE 2012 MONTANA DEPARTMENT OF COMMERCE ICED PROGRAM AGREEMENT.”

WHEREAS, the Montana Reinvestment Act (Chapter 489, Laws 2009) authorizes the Montana Indian Country Economic Development Program (the “ICED”) to distribute funds to eligible Tribal governments for business development projects, workforce training projects, entrepreneurial training, feasibility studies and other business development projects, and the State-Tribal Cooperative Agreements Act, MCA §§ 18-11-101, *et seq.*, authorizes the ICED to enter into agreements for distributing funds to Tribes for such purposes; and

WHEREAS, the Montana Department of Commerce has prepared the attached “Indian Country Economic Development Program Agreement # MT-ICED-12-005” (the “ICED Agreement”) for distributing funds to the Crow Tribe, which is attached hereto and incorporated by reference; and

WHEREAS, the \$70,000 in funds distributed pursuant to the 2012 ICED Program will be used by the Crow Tribe for continued operation and improvement of the Apsaalooke Revolving Loan Fund (which provides start-up and expansion loans and technical assistance for businesses owned by Tribal members), including staff training and salaries, grant-writing and outreach activities, and additional principal for the Loan Fund, as provided in the ICED Agreement; and

WHEREAS, the State of Montana has by statute waived its sovereign immunity from suit for contract actions and disputes arising under the Agreement (*see* MCA Title 18, Chapter 1, Part 4), and has requested that the Crow Tribe (and other Tribes participating in the ICED Program) also provide a limited waiver of its sovereign immunity for the sole purpose of enforcement of the ICED Agreement, in the form set forth in Section 25 of the Agreement; and

WHEREAS, the Chairman of the Executive Branch has authority and responsibility pursuant to the “enumerated powers” in Article IV, Section 3 of the Constitution and Bylaws of the Crow Tribe of Indians to represent the Crow Tribe in negotiations with Federal, State and local governments and other agencies, corporations, associations, or individuals in matters of welfare affecting the Crow Tribe, and to “negotiate and approve limited waivers of sovereign immunity when such a waiver is necessary for business purposes in accordance with Article V, Section 2(f) of [the] Constitution;” and

WHEREAS, the Legislative Branch has authority and responsibility pursuant to its “powers and duties” in Article V, Section 2(f) of the Constitution to “grant final approval or disapproval of limited waivers of sovereign immunity by the Executive Branch when waivers are necessary for business purposes;” and

WHEREAS, the Chairman of the Executive Branch has negotiated the terms of the limited waiver of the Crow Tribe’s sovereign immunity as set forth in Section 25 of the ICED Agreement, receiving the funding provided by the ICED Agreement is in the best interests of the Crow Tribe, and the limited waiver of sovereign immunity is necessary for the business purpose of entering into the ICED Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL EXECUTIVE BRANCH:

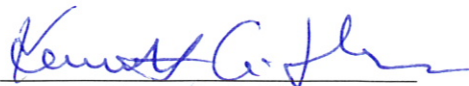
Section 1. That the limited waiver of sovereign immunity in the form set forth in the Montana Department of Commerce Indian Country Economic Development Program Agreement # MT-ICED-12-005, attached hereto and incorporated herein by reference, is hereby approved.

Section 2. That all written reports and any related information required to be produced to any State of Montana agency or subdivision pursuant to the ICED Agreement shall be copied and delivered to the Secretary of the Legislature at the same time any such report is produced to the State.

Section 3. That the approval granted herein is effective on the date of approval of this Resolution.

CERTIFICATION

I hereby certify that this Joint Action Resolution entitled **“RESOLUTION APPROVING THE CROW TRIBE’S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE 2012 MONTANA DEPARTMENT OF COMMERCE ICED PROGRAM AGREEMENT”** was duly enacted by the Crow Tribal Legislature with a vote of 14 in favor 0 opposed, and 0 abstaining and that a quorum was present on this 17th day of July, 2012.



Senator Kenneth G. Shane
Speaker of the House
Crow Tribal Legislature

ATTEST:



Senator R. Knute Old Crow, Sr.
Secretary
Crow Tribal Legislature

EXECUTIVE ACTION

I hereby

X approve or

_____ veto.

This Joint Action Resolution entitled **“RESOLUTION APPROVING THE CROW TRIBE’S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE 2012 MONTANA DEPARTMENT OF COMMERCE ICED PROGRAM AGREEMENT”** pursuant to the authority vested in the Chairman of the Crow Tribe by Article V, Section 8 and Article IV, Section 3(k) of the Constitution and Bylaws of the Crow Tribe of Indians, on this 26 day of July, 2012.



Cedric Black Eagle, Chairman
Crow Tribal Executive Branch



JOINT ACTION RESOLUTION OF THE CROW TRIBAL LEGISLATURE AND THE CROW TRIBAL EXECUTIVE BRANCH ENTITLED:
 "RESOLUTION APPROVING THE CROW TRIBE'S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE 2012 MONTANA
 DEPARTMENT OF COMMERCE ICED PROGRAM AGREEMENT."

Bill or Resolution: JAR12-06 Introduced by: Chairman Black Eagle Date of Vote: 7/17/2012
 Number

<u>Representative:</u>	<u>Yes</u>	<u>No</u>	<u>Abstained</u>
H. Two Leggins	_____	_____	_____
V. Pretty Paint	<u>X</u>	_____	_____
C. J. Stewart	<u>X</u>	_____	_____
S. Backbone	<u>X</u>	_____	_____
A. Coyote-Runs, Sr.	<u>X</u>	_____	_____
L. Not Afraid.	<u>X</u>	_____	_____
Covers Up, Sr.	<u>X</u>	_____	_____
P. Alden, Jr.	_____	_____	_____
M. Not Afraid	<u>X</u>	_____	_____
V. Crooked Arm	<u>X</u>	_____	_____
L. DeCrane	<u>X</u>	_____	_____
C. Goes Ahead	<u>X</u>	_____	_____
B. Hugs	_____	_____	_____
G. Real Bird, Jr.	<u>X</u>	_____	_____
M. Backbone	_____	_____	_____
D. Wilson	<u>X</u>	_____	_____
R. K. Old Crow, Sr. <i>Secretary of the House</i>	<u>X</u>	_____	_____
K. Shane <i>Speaker of the House</i>	<u>X</u>	_____	_____
Totals:	<u>14</u>	<u>0</u>	<u>0</u>


Result of Vote:

Passed


Not Passed

Tabled

Veto-Override


 Senator Kenneth G. Shane
 Speaker of the House

Date

 7/19/12
 Senator R. Knute Old Crow, Sr.
 Secretary of the House

Date

**MONTANA DEPARTMENT OF COMMERCE
INDIAN COUNTRY ECONOMIC DEVELOPMENT PROGRAM
AGREEMENT # MT-ICED-12-005**

PREAMBLE

Indian Tribes are sovereign nations and a unique government-to-government relationship exists between the **CROW TRIBE** and the State of Montana (the "Parties"). The best interests of the Indian Tribes and the State of Montana will be served by engaging in government-to-government relationships and respectfully recognizing the rights, duties and privileges of both Tribal and State citizenship. The State of Montana and Indian Tribes working together in government-to-government relationships and engaging in Agreements for the benefit of Indian and non-Indian residents promotes effective Tribal-State relations.

This agreement demonstrates a commitment by the Parties to implement this government-to-government partnership with respect to the provision of Montana Reinvestment Act funds to eligible tribal governments. The Montana Reinvestment Act (Chapter 489, Laws 2009) authorizes the Montana Indian Country Economic Development Program (ICED) to distribute funds to eligible tribal governments for business development projects, workforce training projects, entrepreneurial training, feasibility studies, and other business development projects. The State-Tribal Cooperative Agreements Act, § 18-11-101 et seq., MCA, promotes cooperation between State agencies and sovereign Tribal governments, and authorizes the ICED to enter into this Agreement with the **CROW TRIBE**.

The Parties agree to perform their respective duties and responsibilities under this Agreement in good faith and in a spirit of cooperation to accomplish the purpose of providing 2011 Montana General Appropriation Act (HB 2) funding to the **CROW TRIBE**.

Section 1. PARTIES

This Agreement is entered into by the **CROW TRIBE, PO BOX 970 (Tax ID #81-0372588), CROW AGENCY, Montana 59022** (hereinafter the "Tribe"), and the State of Montana, by and through the Montana Indian Country Economic Development Program, Helena, Montana (hereinafter "ICED").

THE PARTIES AGREE AS FOLLOWS:

Section 2. PURPOSE

The purpose of this Agreement is to improve economic development opportunities for the **CROW TRIBE**. Grant funding for the seven federally recognized Indian reservations and the

state-recognized Little Shell Tribe of Chippewa Indians of Montana was approved by the 62nd Montana Legislature in the General Appropriations Act (HB 2) and signed into law by Governor Schweitzer on May 12, 2011 (Chapter 363, Section 9, Montana Department of Commerce, Business Resources Division, Indian Country Economic Development).

Section 3. AUTHORITY

This Agreement is issued under authority of Title 90, Chapter 1, Montana Code Annotated and the terms of the General Appropriations Act (2011).

Section 4. APPLICATION INCORPORATED BY REFERENCE

The Tribe's application for Program assistance and all appendices thereto, including any written modifications resulting from the review of the application by the ICED (collectively, the "Project"), are attached hereto as **Exhibit A** and specifically incorporated into this Agreement by this reference.

Section 5. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Tribe will comply with all applicable local, state, tribal, and federal laws, regulations, ordinances, and resolutions, as now in effect or as may be amended during the term of this Agreement; and all administrative directives and procedures established by the ICED, including the Indian Country Economic Development Program Guidelines (July 2011).
- (b) The Tribe understands and agrees that the work to be performed under this project is funded by the State General Fund and that the Tribe must report information as required by applicable federal and state law for itself and all contractors, subcontractors, and subrecipient entities performing work under this Agreement.
- (d) The Tribe acknowledges it is subject to the conditions on grant award, disbursement of funds, and other Program policies set forth by the Montana Department of Commerce.
- (e) The Tribe expressly agrees to repay to the ICED Program any funds advanced under this Agreement that the Tribe, or its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which they delegates authority to carry out portions of this Agreement, expends in violation of the terms of this Agreement, the statutes and regulations governing the Program, or any applicable local, state, tribal, or federal requirements.

Section 6. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Agreement shall take effect upon execution by the parties and will terminate upon approval of the Tribe's final Request for Payment by the State no later than **JUNE 30, 2013**, whichever comes first, unless otherwise terminated in accordance with the terms of this Agreement.

- (b) The activities to be performed by the Tribe will be completed according to the implementation schedule set forth in Exhibit A. The Tribe may modify the implementation schedule set forth in Exhibit A only upon obtaining the prior written approval of the ICED.
- (c) Each party, after termination of this Agreement, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities that may arise under the Agreement including, but not limited to, record retention, audits, and indemnification.

Section 7. SCOPE OF WORK

The Tribe agrees to engage in Project activities as set forth in Exhibit A. The major components of the Project include the following work for the Tribe:

- (a) **Apsáalooke Nation Revolving Loan Fund Technical Assistance and Business Loan Project**, including providing training for 75 individuals and making six (s) loans from the revolving loan fund. \$47,000 in ICED funds will be used to fund the salary and fringe of the Loan Fund Manager. \$3,000 in funds will be used to provide training; \$1,500 will be used for marketing and outreach; \$3,000 will be used for entrepreneurial training, \$3,500 will be used for grant administration; and \$12,000 will go into the principle of the revolving loan fund to be used for making loans.

Section 8. BUDGET

- (a) The total amount to be awarded to the Tribe under this Agreement will not exceed \$70,000.00. The Project budget is set forth in Exhibit A.
- (b) The ICED must approve budget adjustments to Exhibit A in advance. To obtain approval of a budget adjustment, the Tribe shall describe the rationale for a budget adjustment in writing to the ICED program staff.

Section 9. AMOUNT OF GRANT AND METHOD OF REIMBURSEMENT

- (a) The ICED will use the funds appropriated in the General Appropriations Act (HB 2) of 2011 to fund grant awards to Tribes that have received a Notice of Award letter from the ICED. The Tribe acknowledges that its access to State General Funds is subject to their availability.
- (b) The ICED Program agrees that, if and when the funds described in paragraph (a) of this Section are available, the ICED Program will authorize the Tribe to request payment from Program funding awarded for the Tribe's Project. In requesting reimbursement, the Tribe will follow the instructions supplied by the ICED Program.
- (c) Funds will be made available according to the following schedule:

1. **\$61,600** will be available as the **initial installment** after both parties have signed the Contract, including the approval and ratification by the Tribal Government of the terms and conditions contained in this contract, a Request for Funds has been received, and all banking forms are received for the program.
 2. The Program shall provide a **midterm payment** of **\$4,200** to the Tribe upon the **midterm** of the contract period with sufficient reporting evidence to verify that the scope of work is being completed as stated in the contract, receipt of required quarterly reports, and a Request for Funds.
 3. The Program shall provide a **final payment** of **\$4,200** to the Tribe upon receipt of the remaining quarterly reports, a Project Closeout Report and a Request for Funds.
- (d) As further set forth in Section 22 TERMINATION OF AGREEMENT, if the Tribe fails to or is unable to comply with any of the terms and conditions of this Agreement, any costs incurred will be the Tribe's sole responsibility.
- (e) The grant funds may not be used to cover any costs incurred by the Tribe prior to project approval, for any expenses not included in Exhibit A or an approved adjustment thereto, or for any expenses not clearly and adequately supported by the Contractor's records.
- (f) Unless otherwise stated herein, the ICED is allowed 30 working days to process a Request for Payment. The Tribe may be required to provide banking information at the time of Agreement execution in order to facilitate electronic funds transfer payments. The ICED may withhold payments to the Tribe if the Tribe has breached the terms of this Agreement.
- (g) If actual Project expenses are less than projected in the budget (Exhibit A), the ICED Program, at its discretion, may reduce the amount of grant funds to be provided to the Tribe accordingly.
- (h) If the ICED Program determines that the Tribe has failed to satisfactorily carry out its responsibilities under this Agreement, the ICED Program may withhold payment to the Tribe until such time as the parties agree on a plan to remedy the deficiency.
- (i) Any Requests for Payment for contracted or subcontracted services must attach appropriate documentation demonstrating compliance with applicable state procurement requirements.
- (j) The Tribe may not use monies provided through this Agreement as payment for Project costs that are reimbursed from other sources.

Section 10. REPORTING REQUIREMENTS

- (a) Quarterly Progress Reports. During the term of this Agreement, the Tribe will submit Quarterly Reports to the ICED are **due no later than the first Friday after each calendar quarter** during the term of the contract agreement. These reports will describe the status of the activities set forth in Section 7 SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered in carrying out the Project and the scope of any necessary modifications the Tribe is requesting in the SCOPE OF WORK, BUDGET, or Project implementation schedule. Timely quarterly reports are extremely important to the ICED's ability to report performance of the ICED program. The ICED, at its discretion, may decline to honor the final Request for Payment if the required quarterly progress report(s) has not been submitted to or approved by the ICED. No later than the first Friday of each month during the term of this Agreement, the Tribe must report, at a minimum, for itself and all contractors, subcontractors, and subrecipient entities, the following information:
- (1) The dollar amount of all contractor invoices;
 - (2) The supplies delivered and the services performed;
 - (3) An assessment of the completion status of the work;
 - (4) An estimate of the number of job hours funded with General Appropriations Act funding.

This reporting requirement consists of providing the total number of hours worked by employees in the most recent quarter (the quarter being reported). Recipients should be prepared to justify their estimates. Recipients must use reasonable judgment in determining how best to estimate the job impact, including the appropriate sources of information used to generate such an estimate. Where such evidence exists, it can be an important reference resource for validating the job estimates reported.

- (5) Name and physical location of all contractors, subcontractors, and subrecipient entities engaged in any of the activities described in Section 7 SCOPE OF WORK.
- (b) Project Closeout Report & Certification. Upon completion of the final Project, the Tribe will submit a final Project Closeout Report & Certification Form to the ICED Program. The Project Closeout Report & Certification Form will describe the total costs incurred for the Project, identify the final completion date, summarize any significant problems encountered in carrying out the Project, and provide the final expenditure of funds information for each item set forth in paragraph (a) in this Section. Within 15 days of receiving the Project Closeout Report & Certification Form, the ICED will issue the Notice of Project Close-out.

Section II. LIAISONS

The contact persons for this Agreement are:

For the ICED Program:

HEATHER SOBREPEÑA-GEORGE (or successor)
PROGRAM MANAGER, INDIAN COUNTRY ECONOMIC DEVELOPMENT PROGRAM,

MDOC
301 S. Park Ave.
P.O. Box 200505
Helena, MT 59620-0505
(406) 841-2775 phone
(406) 841-2731 fax
hsobrepena@mt.gov

For the Tribe:

YOLANDA GOODVOICE (or successor)
LOAN MANAGER, CDFI ORGANIZER,
CROW ECONOMIC DEVELOPMENT DEPT.
PO Box 970
Crow Agency, MT 59022
(406) 638-3733 phone
(406) 638-3825 fax
yolandao@crownations.net

Section 12. ACCESS TO AND RETENTION OF RECORDS

The Tribe shall create and maintain records of the services covered by this Agreement, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, and to provide the ICED, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.) The Tribe agrees to create and retain records supporting the services rendered or supplies delivered for a period of three (3) years after either the completion date of the Agreement or the conclusion of any claim, litigation, or exception relating to the Agreement taken by the State of Montana or third party, whichever is later. These records will be kept in the Tribe's offices in CROW AGENCY, Montana.

Section 13. PROJECT MONITORING

- (a) The ICED Program or any of its authorized agents may monitor and inspect all phases and aspects of the Tribe's performance to determine compliance with the SCOPE OF WORK, the proper use of State General Funds, and other technical and administrative requirements of this Agreement, including the adequacy of the Tribe's records and accounts. The ICED Program will advise the Tribe of any specific areas of concern and provide the Tribe opportunity to propose corrective actions acceptable to the ICED Program.
- (b) Failure by the Tribe to proceed with reasonable promptness to take necessary corrective actions shall be a default. If the Tribe's corrective actions remain unacceptable, the ICED Program may terminate this Agreement in whole or in part, or reduce the contract price or award to reflect the reduced value of services received.

Section 14. COMPLIANCE WITH LAWS

- (a) The Tribe must, in performance of work under this Agreement, fully comply with all applicable federal, state, and tribal laws, rules, policies, and regulations, concerning, but not limited to, human rights, civil rights, employment law, and labor law. Any subletting or subcontracting by the Tribe subjects subcontractors to the same provision.
- (b) The Tribe shall promptly refer to the ICED Program any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement.

Section 15. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The parties, in accordance with Section 18-4-311, MCA and other authorities, must maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).
- (b) The parties or any other legally authorized governmental entity or their authorized agents may at any time during or after the term of this Agreement conduct, in accordance with Sections 5-13-304 and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration and expenditure of the monies provided through this Agreement and to ensure the appropriate administration and delivery of services provided through this Agreement.
- (c) The parties, for purposes of audit and other administrative activities, in accordance with 18-1-118, MCA and other authorities, must provide each other and any other legally authorized governmental entity or their authorized agents access at any time to all of their respective records, materials and information, including any and all audit reports with supporting materials and work documents, pertinent to the services provided under this Agreement until the expiration of three (3) years from the completion date of this Agreement. The parties and any other legally authorized governmental entity or their authorized agents may record any information and make copies of any materials necessary for the conduct of an audit or other necessary administrative activity.

Section 16. AVOIDANCE OF CONFLICT OF INTEREST

The Tribe will comply with all applicable laws regarding the avoidance of conflict of interest. In addition, the Tribe agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Agreement.

Section 17. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Tribe, or any of its contractors or subcontractors, in furtherance of this Agreement are the property of the Tribe and the ICED Program, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the ICED and the Tribe.

Section 18. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- (a) The Tribe may not assign, transfer, delegate, or subcontract, in whole or part, this Agreement or any right or duty arising under this Agreement, unless the ICED Program in writing approves the assignment, transfer, delegation, or subcontract.
- (b) Any assignment, transfer, delegation, or subcontract entered into by the Tribe must be in writing, must indicate that the Agreement is being made under the General Appropriations Act of 2011 and must be subject to the terms and conditions of this Agreement, and must contain any further conditions as may be required by the ICED Program.
- (c) The ICED Program's approval of any assignment, transfer, delegation, or subcontract neither makes the ICED Program a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the ICED Program.
- (d) The Tribe must immediately notify the ICED Program of any litigation concerning any assignment, transfer, delegation, or subcontract.

Section 19. HOLD HARMLESS AND INDEMNIFICATION

- (a) The Tribe agrees to indemnify, defend, and hold harmless the State of Montana, its officials, agents, and employees from any breach of this Agreement by the Tribe, from any matters arising from the performance of this Agreement, or from the Grant's failure to comply with any federal, tribal, state, or local laws, regulation, and ordinances applicable to the services or work to be provided under this Agreement.
- (b) The ICED Program agrees to indemnify, defend, and hold harmless the Tribe, its officials, agents, and employees from any breach of this Agreement by the ICED Program, from any matters arising from the performance of this Agreement, or from the ICED Program's failure to comply with any federal, tribal, state, or local laws, regulations, or ordinances applicable to the services or work to be provided under this Agreement.
- (c) This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses or suits resulting from any acts, errors, omissions, or negligence, whether willful or not, of the parties, their employees, agents, subcontractors, or assignees and any

other person, firm, or corporation performing work, services, or providing materials under this Agreement.

Section 20. INSURANCE

- (a) General Requirements. The Tribe must maintain, at its cost, primary standard liability insurance coverage. The general liability coverage must include arising out of liability with regard to the Agreement, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property, or any other liabilities which may arise from the performance of the duties and obligations under this Agreement.
- (b) Primary Insurance. The Tribe's insurance coverage is the primary insurance with respect to the ICED Program, the State of Montana, their officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the ICED Program, the State of Montana, their officers, officials, agents, employees, and volunteers is in excess of the Tribe's insurance coverage and does not contribute with it.
- (c) General Liability Insurance. The Tribe must provide general liability coverage inclusive of bodily injury, personal injury, and property damage. The general liability insurance coverage must be obtained with combined single limits of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.
- (d) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a self-insured program either individually or on a pool basis. The Tribe shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of the Tribe's insurance policy at any time, including endorsements.

Section 21. SCOPE, AMENDMENT, AND INTERPRETATION OF AGREEMENT

- (a) This Agreement consists of twelve (twelve) numbered pages and Exhibit A. This is the entire agreement between the parties.
- (b) No statements, promises, or inducements made by either party or their agents are valid or binding if not contained herein.
- (c) The headings to the sections of this Agreement are for convenience of reference and do not modify the terms and language of the provisions to which they are headings.
- (d) This Agreement, except as may be otherwise provided by the terms of this Agreement, may not be enlarged, modified, or altered except by written amendment signed by all parties to this Agreement.

- (e) If any provision of this Agreement is determined by a court of law to be invalid legally, all other provisions of this Agreement remain in effect and are valid and binding on the parties.

Section 22. TERMINATION OF AGREEMENT

- (a) The ICED Program may immediately terminate the whole or any part of this Agreement for failure to perform the Agreement for failure to perform the Agreement in accordance with the terms of the Agreement and other governing authorities:
 - 1. If there is no exigency or risk of harm to persons from continued performance, the ICED Program, at its discretion, may provide notice to the Tribe of failure to perform and allow the Tribe 30 days during which to cure the failure;
 - 2. Failure to perform includes, but is not limited to, failure to:
 - (i) perform any of the requirements of this Agreement; or
 - (ii) comply with any applicable federal, tribal, state, or local law, rule, policy, or regulation.
- (b) This Agreement is automatically canceled if funds under the General Appropriations Act 2011, are not appropriated or otherwise made available to support the Agreement's commencement or continuation of performance.
- (c) Notice of termination must be given in writing.
- (d) Neither party may revoke a notice of termination once given, without the express consent of the other party.
- (e) In the event of termination due to the Tribe's, or its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Agreement, any costs incurred will be the responsibility of the Tribe. However, at its sole discretion, the ICED Program may approve requests by the Tribe for reimbursement of expenses incurred. The ICED Program's decision to authorize payment of any costs incurred or to recover expended Program funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Tribe to comply with the any of those services, duties, terms, or conditions of this Agreement, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Tribe's control.

Section 23. NOTICE

All notices, reports, and other information required under the provisions of the Agreement to be exchanged between the parties must be in writing and delivered to the parties' liaisons identified herein either by first class mail or personal service.

Section 24. CHOICE OF LAW, REMEDIES, AND VENUE

- (a) The parties agree that this Agreement shall be governed and interpreted according to applicable Federal laws and regulations, applicable State of Montana laws and regulations, and applicable Tribal laws and regulations.
- (b) The parties agree to first meet and confer for the purpose of resolving any disputes that may arise under this Agreement.
- (c) If resolution is not possible, the parties agree and stipulate that venue for enforcement of the terms hereof lies in a court of competent jurisdiction.
- (d) In the event of a dispute with regard to this Agreement, the Tribe agrees to continue performance under this Agreement unless the ICED Program explicitly waives performance in writing.
- (e) Any remedies provided by this Agreement are not exclusive and are in addition to any other remedies provided by law.

Section 25. MUTUAL LIMITED WAIVER OF SOVEREIGN IMMUNITY

The State has waived its sovereign immunity from suit for contract actions arising under this Agreement. See Montana Code Annotated, Title 18, Chapter 1, part 4. For the purposes of this Agreement, the Tribe expressly grants a limited waiver of sovereign immunity from suit for the sole purpose of enforcement of the Agreement by the ICED Program and recovery of damages for breach of the terms of the Agreement. The parties to this Agreement agree that no word, phrase, sentence, paragraph, or section, in whole or in part, separate or together, contained in this Agreement may be interpreted, other than expressly provided in this provision, as an express or implied waiver generally of the sovereign immunity of the Tribe.

Section 26. NEGATIVE DECLARATION

This Agreement has been entered into to set forth the terms, definitions, conditions, and responsibilities of the parties with regard to the provision of State of Montana General Appropriations Act (HB 2) funding to the Tribe. It is not intended to reflect or to be viewed as reflecting in any other context either party's position with respect to the jurisdictional authority of the other. Nothing in this Agreement or in any conduct undertaken thereto shall be deemed as enlarging or diminishing the jurisdictional authority of either party. Nothing in the Agreement shall be construed as reason or authority to substitute any Federal or State statute as a basis for any civil or administrative claim which names the State of Montana or any of its agencies as a named party, or which may involve the State of Montana or any of its agencies as a named, impleaded, or necessary third party. Neither this Agreement nor conduct pursuant thereto shall be offered as evidence, otherwise referred to in any present or future litigation unrelated to the subject matter of the Agreement, or used to further either parties' equitable or legal position in any litigation unrelated to the subject matter of the Agreement. Each party reserves all rights, arguments, and defenses that are available to it under the law, and nothing in this Agreement shall be interpreted or construed as an express or implicit waiver of any such right, argument or defense, except as provided above.

The parties through their authorized agents have executed this Agreement on the dates set out below.

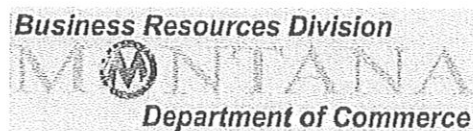
STATE OF MONTANA

By: _____ Date: _____
Dore Schwinden
Director, Montana Department of Commerce

By: Ali Bovington Date: 06/25/12
for Steve Bullock
Attorney General, State of Montana

CROW TRIBE

By: Cedric Black Eagle Date: 06/25/12
Cedric Black Eagle
Chairman



Indian Country Economic Development Program

Contract # MT-ICED-12-005

Between the Montana Department of Commerce

And

Crow Tribe

ATTACHMENT A



CROW TRIBE EXECUTIVE BRANCH

Economic Development Department

Bacheeitché Avenue
PO Box 970
Crow Agency (Baaxuwuaashe), MT 59022
Phone: (406) 3766 Fax: (406) 638-3825

Cedric Black Eagle
Chairman
Calvin Jefferson
Vice Chairman
Scott Russell
Secretary
Darrin Old Coyote
Vice Secretary

Friday, March 23, 2012

Heather Sobrepeña-George
Indian Country Economic Development Program
Program Manager
Department of Commerce
PO Box 200505
Helena MT 59620-0505

Dear Ms. Sobrepeña-George;

I formally authorize and support the Crow Tribe's application for the 2011 Indian Country Economic Development (ICED) grant for \$70,000 to be used for the Apsáalooke Nation Revolving Loan Fund-Business Loans Program (ANRLF) under the Crow Tribe Economic Development Department.

The Economic development department and the ANRLF have shown some great success over the past year. They have been working hard to get financing out to the Crow Tribal businesses and have awarded 7 loans and disbursed 6 loans totaling \$33,572.00 to Crow Businesses. In addition they have been working hard to get the Community Development Financial Institution organized to better serve our Apsáalooke people.

I am very hopeful that you will again fund this program and I am very thankful that you have continued to fund ANRLF during the last 6 years.

Thank you for your consideration and time. Please feel free to direct any questions to Shawn Real Bird 406-638-3766 or Yolanda GoodVoice 406-638-3733.

Ahó,

Cedric Black Eagle, Crow Tribal Chairman

APPENDIX A: APPLICATION FORM

INDIAN COUNTRY ECONOMIC DEVELOPMENT (ICED) PROGRAM

I. TRIBAL GOVERNMENT APPLICANT INFORMATION	
Name of Eligible Applicant	Crow Tribe
Federal Tax ID Number	810372588
Authorized Contract Signature (Full Name & Title)	Yolanda GoodVoice-Loan Manager/CDFI Organizer

II. PROJECT SUMMARY INFORMATION							
Name of Project	Apsaalooke Nation Revolving Loan Fund-Business Loans						
Proposed Use of ICED Funds: (Eligible Activities Listed in Section I. C of Application Guidelines. Please check all that apply.)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> Bus. Dev.</td> <td><input checked="" type="checkbox"/> Entrepreneurial Tr.</td> </tr> <tr> <td><input type="checkbox"/> Wkforce Tr.</td> <td><input type="checkbox"/> Feasibility Study</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other</td> <td><input checked="" type="checkbox"/> Admin (max 5%)</td> </tr> </table>	<input type="checkbox"/> Bus. Dev.	<input checked="" type="checkbox"/> Entrepreneurial Tr.	<input type="checkbox"/> Wkforce Tr.	<input type="checkbox"/> Feasibility Study	<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/> Admin (max 5%)
<input type="checkbox"/> Bus. Dev.	<input checked="" type="checkbox"/> Entrepreneurial Tr.						
<input type="checkbox"/> Wkforce Tr.	<input type="checkbox"/> Feasibility Study						
<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/> Admin (max 5%)						
Project Location	1 Bacheeitchee Ave, Crow Agency, MT 59022						
Total Project Cost	\$70,000.00						
Amount of ICED Funds Requested (\$70,000 maximum)	\$70,000.00						
Total Cash Match (See Section I E. Definitions)							
Total In-kind Contribution (See Section I E Definitions)							
Name of Assisted Tribal Enterprise/ Business (If Applicable)							
Total # of New Jobs to be Created, Retained, or Trained (If Applicable)	75						
Senate and House Districts							

III. DETAILED PROJECT DESCRIPTION
<ul style="list-style-type: none"> <i>Please provide a detailed description of this proposal which describes the nature of the proposed activity, the nature of the assisted tribal enterprise/business (if applicable) and for what the ICED financial assistance would be used.</i> <i>List each of the entities involved in carrying out the project and a description of their specific roles. Specify if outside professional services will be procured.</i> <i>For each activity that will need to be undertaken in order to complete the project, include a description, the source of funding and the responsible entity.</i> <i>Provide any relevant historical information on this project or the region it would support.</i> <i>Please provide a plan of how the project will be sustained beyond start-up (if applicable). How will the project be supported at the close of grant funding?</i>
<p>The Crow Tribe Plans to utilize the ICED funding to continue to grow and maintain Crow Tribe (Apsaalooke Nation) Revolving Loan Fund –Business loans (CTRLF) & Technical Assistance. The Revolving Loan Fund provides services and assistance to potential Crow owned businesses by providing financing and local technical assistance that otherwise is not available to this segment of the population. The CTRLF offers borrowers two options for financing including a Micro business loan in the amount of \$200 to \$5,000 and the Small Business Loan in an amount between \$5,001 and \$10,000. Each loan product can be customized to the cash flows and needs of the entrepreneur and business. These loan products are unique in that</p>

APPENDIX A: APPLICATION FORM

INDIAN COUNTRY ECONOMIC DEVELOPMENT (ICED) PROGRAM

CTRLF can be more flexible than conventional lending institutions.

In the last two years, Mrs. GoodVoice has succeeded at improving the effectiveness of the loan fund. Policies and Procedures were updated, a smaller, more responsive Micro Business loan was created, and marketing was improved. At the end of June three business loans were approved and disbursed. One micro business loan was approved and disbursed for \$5,000 for Ms. JoVonna Wuttunee and her business Northwind Sound and DJ to purchase sound equipment. This loan is current and the business is doing well.

The second loan was a \$10,000 small business loan awarded to Wylon PlainFeather and his business Plain feather construction, LLC. He purchased a trailer and a saw, in addition he went on the work with Native American Development Corporation and Montana Community Development Corporation in the organizations' first participation loan.

The third loan was another small business loan awarded to Jason Ward and his business Ward Biofuels, LLC. He used the loan to purchase farming equipment and working capital. His loan is on an annual payment and he made his payment on time. A fourth small business loan was awarded to the first loan ever disbursed by the loan fund, Alvin Not Afraid, Jr. for his farming business. He declined the loan for a better deal with a family member.

There were also three Micro business loans approved, one in August, and two in November. Leanna Little Wolf borrowed \$1,500 for her Crow Fair concession business, Theresa Sends Part Home borrowed \$2,000 for her home based jewelry and purse retail business, Sweet Sage LLC., and Arnold Aragon borrowed \$5,000 to purchase equipment for his start-up business, Aragon Energy Audits.

So after much work, the Loan Fund is showing success! We want to continue this success and make this program much more sustainable by continuing to work on the Community Development Financial Institution (CDFI). This will make all our effort and hard work continue to last into the future.

This year the Crow Tribe Economic Development Department will utilize the ICED grant for entrepreneurial training, salary, fringe, outreach/marketing, training and travel. We want to continue on with the success the loan fund is finally seeing and keep it as simplified as we can so we can keep our efforts focused on getting our Crow people ready to borrow and getting the qualified borrowers reservation based financing.

This year, in addition to continuing to provide technical assistance to each client on a one-on-one basis, we will provide two Core Four Business planning courses per year, one in the fall and one in the spring. In addition, we will provide at least one Building Native Communities-Financial literacy training workshops for the reservation. We will be able to provide these trainings because Mrs. GoodVoice is a Certified Trainer in Core Four Business planning course by the Northwest Area Foundation and a Building Native Communities certified trainer from Oweesta

APPENDIX A: APPLICATION FORM

INDIAN COUNTRY ECONOMIC DEVELOPMENT (ICED) PROGRAM

Corporation. The BNC training was provided because of CTEDD participation with Oweesta on an Administration for Native Americans Grant.

CTEDD received the contract to provide the local Technical Assistance for the Mt Indian Equity Fund grant (IEF). Mrs. GoodVoice marketed the grant, developed a specific curriculum and organized and performed 4 workshops. In FY10, there were 3 applicants, and in FY11 there were 13! So the efforts by CTEDD really improved the Crow reservations number of IEF applicants and we will continue on with these efforts for next year.

Over the past year, we have attempted to identify existing resources in order to bring credit coaching services to the Crow reservation. Unfortunately, this service is for aspiring home owners and not for entrepreneurs. We will work to identify grants and apply for these grants and develop those relationships with the organizations providing credit repair services. We want our aspiring Crow entrepreneurs to become credit ready and bring the credit repair service directly to our Crow people.

The Salary will be used to employ the Loan Manager, Yolanda GoodVoice, who has been working hard to improve the performance and responsiveness of the loan fund for over 3 years and is a necessary component to the implementation of the ICED grant. Mrs. GoodVoice provides the technical assistance to each new client on how to complete the loan application, where to gather the necessary documents, the application process, business plans, business financial projections, and one-on-one training as well as coordinating and providing group training efforts from one of its partner organizations, like NADC, SBA and SBDC. Mrs. GoodVoice's success in coordinating effective workshops has made the CTEDD the place to go to get business and entrepreneurial workshops attended on the Crow reservation.

IV. PROJECT OBJECTIVES & DELIVERABLES

Please describe, in detail, the objectives of the project. Include a bulleted list detailing what will be delivered to the Department demonstrating objectives were met at the end of the project.

1. Continue to provide Technical Assistance to each client:
2. Continue to underwrite and move completed applicants through the loan application process
3. Hold 2 Core Four Business Plan courses on the reservation
4. Hold 1 Building Native Communities financial literacy course on the reservation
5. Identify and create at least one partnership to bring Credit repair/coaching services to the Crow Reservation
6. Continue to collaborate with partners to coordinate and facilitate business workshops
7. Continue to service the 6 outstanding loans
8. Market the Loan fund and perform outreach
9. Meet last year's loan disbursements of 6 loans
10. Provide technical assistance and training to at least 75 individuals

VI. PROJECT ECONOMIC IMPACT STATEMENT

APPENDIX A: APPLICATION FORM

INDIAN COUNTRY ECONOMIC DEVELOPMENT (ICED) PROGRAM

Please provide a summary of the economic impact the project would have on the geographic area and its residents.

This revolving loan program and technical assistance has had and will continue to have great, positive impact in developing "Indianpreneurs" on the Crow Indian Reservation. Historically, this business segment has not been developed or supported on the reservation because there was no legal and financial infrastructure for the government and its people. Without this funding, there will be 100 less individuals provided technical assistance on completing a loan application and, at least 6 individuals would not receive business loans.

The CTRLF during the calendar year of 2011 has provided technical assistance to over 100 individuals, held 3 micro business loan workshop, 1 pre-business workshop, and four Indian equity fund grant application workshops as well as facilitating 3 SBDC and SBA workshops. The loan fund has 7 loans awarded, 6 disbursed for a total of \$33,572 into the Crow reservation economy. Without the loan fund being there to coordinate these workshops these training may not have taken place on the reservation. Through the loan managers efforts the loan fund has created a status as the local contact to organize workshops on the reservation.

When the organization of the Apsáalooke Development Fund, an emerging Community Development Financial Institution is complete it will be able to provide and coordinate even more developmental services for the Crow people. These services will create even more of an impact than the loan fund is able to provide right now. We are submitting a Joint Action Resolution Chartering the ADF under the Crow tribal government. We have completed the Market Analysis and business plan, and we have developed lending policies and procedures, these are all certification requirements for CDFI's.

VII. PROJECT TIMELINE

Please provide a timeline for implementation of the project and completion of the final deliverable(s) within a one-year contract period.

Quarter 3: Market Loan Fund, Begin organization of and implementation of first Core Four Business planning course. Begin searching for Credit repair partners, search for grants. Keep working on CDFI organization.

Quarter 4: Submit first report, Market Loan Fund, Continue implementation of first C4 course, Plan, organize first BNC training, perform Indian Equity Fund local TA. Identify Credit repair partners and contact, begin working out creation of a local program. Keep working on CDFI organization.

Quarter 1: Submit second report, Market Loan Fund, Organize and implementation of second C4 course, Continue first BNC training. if possible implement local program for Credit Repair. Keep working on CDFI organization.

Quarter 2: Submit third report, Market Loan Fund, Continue implementation of second C4 course, Plan and organize second BNC training. Continue with Credit repair partners and implementation of a local program. Keep working on CDFI organization.

APPENDIX A: APPLICATION FORM

INDIAN COUNTRY ECONOMIC DEVELOPMENT (ICED) PROGRAM

Apply for ICED funds if possible.

Quarter 3: Submit Final Report, Continue Economic Development Efforts

VIII. PROJECT SOURCES & USES OF FUNDS					
	SOURCE: ICED	SOURCE: Match Crow Tribe	SOURCE: Indian Equity Fund	SOURCE: In-kind	TOTAL
Grant Admin.(up to 5%)	\$3,500.00	\$3,500.00			\$7,000.00
Equipment Cost					
Business Development Costs					
Workforce Training Costs					
Entrepreneurial Training Costs	\$3,000.00		\$5,500.00	\$253.00	\$8,500.00
Feasibility Study Costs					
Other: Loan funds, Salary/Frng, train	\$63,500.00	\$80,831.00		\$506,000.00	\$650,331.00
TOTAL PROJECT	\$70,000.00	\$80,831.00	\$5,500.00	\$506,253.00	\$680,905.00

Please list all sources and uses of funds for the entire project. List cash and in-kind contributions separately

IX. ADMINISTRATIVE STRUCTURE AND PROJECT MANAGEMENT	
<ul style="list-style-type: none"> Please provide a summary of how the project will be administered. Include key staff and qualifications. All applicants must have the management capacity to undertake and satisfactorily complete the project applied for; and assure proper management of Program funds. Grant recipients must have the capacity to specifically assure proper tracking and recording of the use of ICED funds, including collection and reporting of the number of jobs saved or created by any awarded project and specific information about all subcontractors engaged in any work funded by a program grant. 	
Project Contact Person (Name & Title)	Yolanda GoodVoice Loan Manager/CDFI Organizer
Address (Street, City and 9-Digit Zip Code)	P.O. Box 970 Crow Agency, MT 59022
County	Big Horn
Phone Number	4066383733
Email Address	YolandaO@CrowNations.net
Fax Number	4066383825
Qualifications	3 years operating loan fund, Master's of Business Administration

APPENDIX A: APPLICATION FORM

INDIAN COUNTRY ECONOMIC DEVELOPMENT (ICED) PROGRAM

Project Reporting Person (Name & Title)	Yolanda GoodVoice Loan Manager/CDFI Organizer
Address (Street, City and 9-Digit Zip Code)	P.O. Box 970 Crow Agency, MT 59022
County	Big Horn
Phone Number	4066383733
Email Address	YolandaO@CrowNations.net
Fax Number	4066383825
Alternate Project Contact(s) (Name & Title)	Shawn Real Bird Economic Development Director
Address (Street, City and 9-Digit Zip Code)	P.O. Box 970 Crow Agency, MT 59022
County	Big Horn
Phone Number	4066383766
Email Address	ShawnR@CrowNations.net
Fax Number	4066383825

X. ATTACHMENTS THAT MUST ACCOMPANY APPLICATION

- A formal tribal governmental resolution supporting the project or an official letter from the tribal chair or president authorizing the application to the Program, according to established tribal governmental procedures.
- A Project Budget Form (Appendix B). Please include any requested admin (\$3,500 or 5% maximum on a \$70,000 grant).

XI. CERTIFICATION BY TRIBAL GOVERNMENT

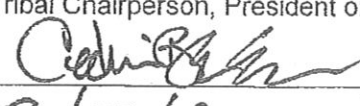
As the responsible authorized agent of Crow Tribe, I hereby submit this Indian Country Economic Development Program Application, and will comply with all requirements set out in the ICED program guidelines in the implementation of this project.

The information presented in this application is, to the best of my knowledge, true, complete and accurately represents the proposed project. I understand that additional information and documentation may be required.

Chairman, Cedric Black Eagle will accept responsibility for management of the project and compliance with Indian Country Economic Development Program regulations, and is the authorized contact for the release of additional information and/or documentation regarding this application.

Name
(typed): Cedric Black Eagle

Title (typed): Chairman
Tribal Chairperson, President or other Designated Authority

Signature: X 

Date: 3/23/12

FY12 Indian Country Economic Development Grant
For: Montana Department of Commerce
Submitted by: The Crow Tribe
Prepared by: Yolanda GoodVoice
Crow Tribal Economic Development Department
Date: 3-30-2012

Project Description:

The Crow Tribe Plans to utilize the ICED funding to continue to grow and maintain Crow Tribe (Apsáalooke Nation) Revolving Loan Fund –Business loans (CTRLF) & Technical Assistance. The Revolving Loan Fund provides services and assistance to potential Crow owned businesses by providing financing and local technical assistance that otherwise is not available to this segment of the population. The CTRLF offers borrowers two options for financing including a Micro business loan in the amount of \$200 to \$5,000 and the Small Business Loan in an amount between \$5,001 and \$10,000. Each loan product can be customized to the cash flows and needs of the entrepreneur and business. These loan products are unique in that CTRLF can be more flexible than conventional lending institutions.

In the last two years, Mrs. GoodVoice has succeeded at improving the effectiveness of the loan fund. Policies and Procedures were updated, a smaller, more responsive Micro Business loan was created, and marketing was improved. At the end of June three business loans were approved and disbursed. One micro business loan was approved and disbursed for \$5,000 for Ms. JoVonna Wuttunee and her business Northwind Sound and DJ to purchase sound equipment. This loan is current and the business is doing well.

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So after much work, the Loan Fund is showing success! We want to continue this success and make this program much more sustainable by continuing to work on the

Community Development Financial Institution (CDFI). This will make all our effort and hard work continue to last into the future.

This year the Crow Tribe Economic Development Department will utilize the ICED grant for entrepreneurial training, salary, fringe, outreach/marketing, training and travel. We want to continue on with the success the loan fund is finally seeing and keep it as simplified as we can so we can keep our efforts focused on getting our Crow people ready to borrow and getting the qualified borrowers reservation based financing.

This year, in addition to continuing to provide technical assistance to each client on a one-on-one basis, we will provide two Core Four Business planning courses per year, one in the fall and one in the spring. In addition, we will provide at least one Building Native Communities-Financial literacy training workshops for the reservation. We will be able to provide these trainings because Mrs. GoodVoice is a Certified Trainer in Core Four Business planning course by the Northwest Area Foundation and a Building Native Communities certified trainer from Oweesta Corporation. The BNC training was provided because of CTEDD participation with Oweesta on an Administration for Native Americans Grant.

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The Salary will be used to employ the Loan Manager, Yolanda GoodVoice, who has been working hard to improve the performance and responsiveness of the loan fund for over 3 years. Mrs. GoodVoice provides the technical assistance to each new client on how to complete the loan application, where to gather the necessary documents, the application process, business plans, business financial projections, and one-on-one training as well as coordinating and providing group training efforts from one of its partner organizations, like NADC, SBA and SBDC. Mrs. GoodVoice's success in coordinating effective workshops has made the CTEDD the place to go to get business and entrepreneurial workshops attended on the Crow reservation.

Objectives:

1. Continue to provide Technical Assistance to each client:
2. Continue to underwrite and move completed applicants through the loan application process
3. Hold 2 Core Four Business Plan courses on the reservation
4. Hold 1 Building Native Communities financial literacy course on the reservation
5. Identify and create at least one partnership to bring Credit repair/coaching services to the Crow Reservation
6. Continue to collaborate with partners to coordinate and facilitate business workshops
7. Continue to service the 6 outstanding loans
8. Market the Loan fund and perform outreach
9. Meet last year's loan disbursements of 6 loans
10. Provide technical assistance and training to at least 75 individuals

Timeline:

Quarter 3: Market Loan Fund, Begin organization of and implementation of first Core Four Business planning course. Begin searching for Credit repair partners, search for grants. Keep working on CDFI organization.

Quarter 4: Submit first report, Market Loan Fund, Continue implementation of first C4 course, Plan, organize first BNC training, perform Indian Equity Fund local TA. Identify Credit repair partners and contact, begin working out creation of a local program. Keep working on CDFI organization.

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Quarter 3: Submit Final Report, Continue Economic Development Efforts

Impact:

This revolving loan program and technical assistance has had and will continue to have great, positive impact in developing "Indianpreneurs" on the Crow Indian Reservation. Historically, this business segment has not been developed or supported on the reservation because there was no legal and financial infrastructure for the government and its people.

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When the organization of the Apsáalooke Development Fund, an emerging Community Development Financial Institution is complete it will be able to provide and coordinate even more developmental services for the Crow people. These services will create even more of an impact than the loan fund is able to provide right now. We are submitting a Joint Action Resolution Chartering the ADF under the Crow tribal government. We have completed the Market Analysis and business plan, and we have developed lending policies and procedures, these are all certification requirements for CDFI's.

The following information is a list of legal and financial infrastructure developed by the Crow Tribal Government for individuals to attain financing:

<u>Accomplishments</u>	<u>Approved</u>
Finance Protection & Procedures Act (Crow Law) Developed the first foreclosure of the Crow Tribe (Foreclosure law for real-estate and business)	May 17, 2004
MOU - Housing and Urban Development (HUD) Developed guaranteed financing for homeownership	July 22, 2004
Lease Residential Tribal Property Allows a mortgage lease on tribal property	July 22, 2004
Allottee Lease of Residential Property Allows a mortgage lease on allotment/trust property	July 22, 2004
MOU - FANNIE MAE CORPORATION Allows a mortgage to be purchased on the secondary market and the new homeowner will receive a market interest rate.	August 7, 2004
MOU - Veteran Administrations Veterans will mortgage financing with direct funding from VA.	August 15, 2007
638 - The Bureau of Indian Affairs the Guaranteed Loan Program Enrolled members can attain business financing of \$500,000. Crow Tribe can attain business financing of \$12,000,000. Indian owned entities can attain financing of \$5,000,000.	December 7, 2005

Crow/Apsaalooke Bank Act, this law establishes the banking policy and Procedure needed to develop a financial institution on the Crow Reservation. This bank will be owned by the Crow tribe and enrolled membership

April 2006

Crow Legislature passed law and declared the entire State of Montana eligible for Section 184, Indian Housing Loan Guarantee Program, U.S. Department of Housing and Urban Development. This allows all Native Americans access to homeownership financing in the state.

Fall 2006

Crow/Apsaalooke Tribal Secured Transactions Act (Crow Law)
This Act incorporates the principles of Article 9 of the Uniform Commercial Code (UCC) as a matter of Tribal law. This Act was developed by National Conference of Commissioners on Uniform Laws. The Crow Tribe is the first Indian Nation to approve into law this model Act.

November 1, 2006

Compact between Crow Tribe of Indians & Office of the Montana Secretary Of State for a Joint Sovereign Filing System. In addition, approved by the Attorney General of Montana. The Office of the Montana Secretary and Crow Tribe agree that the Office of the Secretary shall provide the Central Filing Office for lenders to file financing statements to perfect security interests in Personal property collateral that arise under the Crow/Apsaalooke Tribal Secured Transactions Act. February 6, 2008 and national signing ceremony was held at the U.S. Capital Building in Washington D.C.

March 26, 2007

Crow/Apsaalooke Limited Liability Corporation (Crow Law).
The Tribe realizes there are many other commercial and business related laws that need to be considered and enacted to create a comprehensive commercial legal infrastructure, and is moving forward to get these other laws enacted. Notably, business organization laws are very important to have in place. For example, the Tribe just enacted the NCCUSL's newly revised Limited Liability Company Act with modifications to address specific tribal needs. Crow Tribe is the first jurisdiction in the country to enact this model law, including all of the states.

March 13, 2007

Secretary, Scott Russell on July 3, 2007 officially began the filing process for the newly established licensing of the Limited Liability Company for the enrolled membership and the Crow Tribe.

A Limited Liability Company (LLC) is a popular form of business entity combining the best features of corporations and partnerships. The Apsaalooke LLC Act is patterned after the Revised Uniform LLC Act of 2006, and the Crow Tribe is the first jurisdiction in the world to adopt it. In addition to authorizing Tribally-owned LLC's as instrumentalities of the Crow Tribe in accordance with Article V, Section 2(c) of the Crow Constitution, the Act also provides "the legal framework for organizing

individually-owned business entities under Tribal law in order to expand the private business sector on the Reservation.”

The adoption and implementation of the LLC Act represents an historic step that allows Tribal members to establish individual businesses under Tribal law, and is expected to further the Tribe’s economic development and business opportunities.

To begin the filing process, applicants should stop by the Secretary of the Crow Tribe’s Office of Business Entity Registration to receive an LLC packet. Copies of the Act will also be available. Upon paying the required filing fee (\$50) and filing a Certificate of Organization as described in the Act, any person can create a Tribally-chartered LLC to conduct their business. 51 LLCs have been established on the Crow Reservation. The Revolving Loan Officer encourages and assists them with their application to become a legal entity.

Testified Senate Finance Committee on December 18, 2008 on including in a Congressional bill, federal recognized tribes in legislation that was being developed for incorporation called Low Profit Limited Liability Company (L3C). This is a new form of LLC which combines the features of a for-profit LLC with the social beneficial aspects of a nonprofit. The Crow Tribal Government approved this into law on February 14, 2009. The Crow Tribe is the second jurisdiction in the United States to this approve into law.

The Crow Reservation (Apsáalooke Nation) Revolving Loan Fund (CRRLF) has directly and indirectly effected Native American Indian business development on a local and national scale.

This ICED grant has and will have the following impacts on the Crow Reservation:

1. Development of the multiplier effect for capital in the community,
2. Positive support for business start-ups by Crow Tribe, State of Montana, non-profit support organizations, foundations and federal entities.
3. Development of the business economy on the Crow Reservation,
4. Creation of private business sector employment,
5. Utilization of support organizations for business development, and
6. Capitalism philosophy within the confines of the Crow Culture.

The primary goal for this loan program is for individual enrolled citizens to be self-sustaining and independent business owners.

Sustainability:

Revolving loans will be paid back to the program. Payments will assist other newly developed businesses. The revolving loan fund will remain on the Crow Reservation in perpetuity. The economic development department is working on organizing a Native Community Development Financial Institution (NCDFI) serving the Crow people. This organization will be an independent, non-profit organization that will offer developmental services to the Crow Tribal community. The Joint Action Resolution

chartering articles of incorporation for the Apsaalooke Development Fund, an emerging NCDFI, has been submitted for the Crow Tribal April Legislative session.

Collaboration Partners:

- Educations Institutions, Little Big Horn College, U of MT Law School
 - Indianpreneur Training Program and Core Four for the development of the business plan,
 - National Conference of Commissioners on Uniform Commercial Code
 - Lending Institutions, First Interstate Bank
 - State & Federal Entities, Governors Office, Small Business Administration, Secretary of State, Montana State Commerce Department, Department of Interior for Energy and Economic Development.
 - Native American Development Corporation (NADC)
 - Beartooth Resource Conservation and Development District
 - Native American Finance Officers Association
 - National Center for American Indian Economic Development
 - Native America Consumer Credit Counseling Service
 - Federal Reserve Bank of Minneapolis
 - State Tribal Economic Development Commission
 - First Nations Oweesta Corporation
 - Apsaalooke Chamber of Commerce
- (The in-kind contribution of partners cannot be determined)

Administration:

The Crow Tribe (Apsaalooke Nation) Economic Development Department will administer this revolving loan fund. The CTRLF will continue to be located in the economic development department offices at the Crow Tribal Administration Building.

Shawn Real Bird, Economic Development and Planning Cabinet Member will supervise the administration of the fund. Mr. Real Bird has a Bachelor of Science in Business Administration with an emphasis in Business Management from the University of Montana at Missoula and a Master of Science in Community Economic Development, from New Hampshire College, Manchester, New Hampshire

Administrator: Yolanda Good Voice, Revolving Loan Fund Manager/CDFI Organizer. Mrs. GoodVoice has a Bachelor of Science in Business Administration (may 2003)& Off-Campus Masters in Business Administration with an Entrepreneur Certificate from the University of Montana, Missoula MT, May 2011. Ms. GoodVoice will also provide all the grant program's reporting for FY11.

The Administrator will continue to inform the Crow members about the CTRLF in the Apsaalooke Paper, posted flyers, online presence (facebook), Speaking and training

engagements, through the elected Apsáalooke Nation Secretary, Scott Russell, through word of mouth, and when inquiring people come into the office.

The Administrator will also continue to offer Technical Assistance to the Apsáalooke public in their application for the CTRLF and in the loan application their business plans, market research and financial projections.

The administrator will also continue to manage outstanding loans and continue to provide services to the loan recipients.

Funding: See Attached Budget Sheet.

Supporting Documents: Documentation of clients served, services provided, completed business plans & financial information can be provided to Montana State Commerce Department.

**CROW RESERVATION REVOLVING LOAN FUND &
TECHNICAL ASSISTANCE
INDIAN COUNTRY ECONOMIC DEVELOPMENT BUDGET
(With Match included)
March 30th, 2012**

Activity	ICED Grant	Crow Tribe	IEF	In-kind	Total
Grand Administration (5%)	\$ 3,500	\$ 18,321			\$ 21,821
Equipment costs					\$ -
business Development Costs					\$ -
Entrepreneurial Training Costs	\$ 3,000		\$ 5,500	\$ 253	\$ 8,753
Feasibility Study Costs					\$ -
Other: Total	\$ 63,500				
Business Loans	\$ 12,000			\$500,000	\$512,000
Salary	\$ 41,600	\$ 55,120			\$ 96,720
Fringe 13%	\$ 5,400	\$ 8,268			\$ 13,668
Training	\$ 3,000	\$ 15,943		\$ 6,000	\$ 24,943
Outreach/marketing	\$ 1,500	\$ 1,500			\$ 3,000
Total	\$ 70,000	\$ 99,152	\$ 5,500	\$506,253	\$680,905

Project Match Total: \$105,000 Total Project: \$680,905

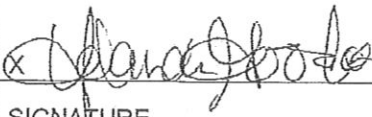
IMPLEMENTATION SCHEDULE FOR CRRLE

	QUARTERS 2012		QUARTERS 2013				QUARTERS 2014	
TASK	3RD	4TH	1ST	2ND	3rd	4th	1ST	2ND
<u>PROJECT START-UP AND REPORTING</u>								
A. Sign contract with Department of Commerce	X							
B. Submit all required grant drawdown forms	X			X				
C. Secure approval of other funding								
D. Submit quarterly & final reports	X	X	X	X	X	X	X	X
<u>Other Business Development Project</u>								
A. Provide technical assistance to Indianpreneurs	X	X	X	X	X	X	X	X
B. Provide entrepreneurial training: one-on-one and as needed basis, offer two Core Four Courses	X	X	X	X	X	X	X	X
C. Manage Loan Fund & Outstanding loans	X	X	X	X	X	X	X	X
E. Identify and Apply for grants to bring onsite Credit repair/counseling/coaching services for entrepreneurs	X	X	X	X	X	X	X	X
<u>PROJECT CLOSE-OUT</u>								
A. Submit project completion report				X				X
B. Include project audits			X				X	

APPENDIX B: BUDGET FORM

INDIAN COUNTRY ECONOMIC DEVELOPMENT (ICED) PROGRAM

DETAIL USE OF ICED PROPOSED FUNDS ONLY ON THIS FORM, NOT TOTAL PROJECT COST

SECTION I - APPLICANT INFORMATION		
NAME AND FULL ADDRESS OF APPLICANT Crow Tribe -Economic Development Department P.O. Box 970 Crow Agency, MT	TAX ID#	810372588
	DATE	3/24/2012
SECTION II: FINANCIAL INFORMATION		
Budget Line Item	Proposed Project Budget	Approved Budget (to be filled out by ICED Program)
Equipment Cost		
Business Development Costs		
Workforce Training Costs	\$3,000.00	
Entrepreneurial Training Costs		
Feasibility Study Costs		
Grant Admin. (up to 5%)	\$3,500.00	
Other: Business loans, Salary/frng, training outreach	\$63,500.00	
4. TOTAL GRANT BUDGET	\$70,000.00	
REMARKS		
SECTION III: APPLICANT CERTIFICATION		
<p>CERTIFICATION OF AUTHORIZED REPRESENTATIVE: I certify that the above information and any attachments thereto are complete and accurate to the best of my knowledge and belief, and that all fiscal obligations detailed above are solely for the purposes set forth in the proposed project.</p>		
<p>Yolanda GoodVoice</p>		
<p> Loan Manager/CDFI Organizer</p>		<p>3/24/2012</p>
SIGNATURE	NAME AND TITLE	DATE
SECTION IV: DEPARTMENT OF COMMERCE CERTIFICATION		
To be filled out by Montana Department of Commerce		
Expenditures are reasonable & match cost estimates _____	Approved by: Title: Date:	
Financial numbers & signatures are correct _____		
Administration does not exceed allowable amount _____		

APPENDIX C: SAMPLE PROJECT IMPLEMENTATION SCHEDULE
INDIAN COUNTRY ECONOMIC DEVELOPMENT (ICED) PROGRAM

IMPLEMENTATION SCHEDULE	
<i>Please provide a timeline for implementation of the project and completion of the final deliverable(s) within a one-year contract period.</i>	
TASK	MONTH, YEAR
PROJECT START UP	
Preparation of MDOC/ICED contract	05/2012
PROCUREMENT OF PROFESSIONAL ASSISTANCE (if applicable)	
Submit application to ICED with procurement activity	
Publish RFP	
Select professional	
Execute agreement with professional	
PROJECT IMPLEMENTATION	
Prepare draft plan/report	05/2012
Submit quarterly progress report 1	7/2012
Submit quarterly progress report 2	10/2012
Submit midterm drawdown request	01/2013
Submit quarterly progress report 3	01/2013
Submit quarterly progress report 4	04/2013
Finalize plan/report	4/2013
PROJECT CLOSEOUT	
Submit project closeout report/deliverable & certification form	05/2013
Submit final drawdown request	05/2013