

JULY 2016 CROW TRIBAL LEGISLATURE

JOINT ACTION RESOLUTION NO. JAR 16-06

INTRODUCED BY DARRIN OLD COYOTE, 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 2016 MONTANA DEPARTMENT OF
COMMERCE ICED PROGRAM AGREEMENT.”**

WHEREAS, the Montana General Appropriations Act 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-16-005” (the “ICED Agreement”) for distributing funds to the Crow Tribe, which is attached hereto and incorporated by reference; and

WHEREAS, the \$28,000 in funds distributed pursuant to the 2016 ICED Program will be used by the Crow Tribe to procure market and feasibility studies for bottled water plant in Crow Agency and Arrow Creek Ranch. ICED funds will be matched to Big Sky Trust Fund monies to assist in conducting the market analysis and preparation of a business plan for Apsaalooke Pure, LLC. The study will explore the potential to establish a bottled water operation; namely to examine the opportunity to package and distribute bottled water. The study will include assessment of market demand for the product, basic financial feasibility of the business including potential sales revenues, fixed and variable costs, and break-even figures, identifying challenges or barriers with the goal of a document to assist the Tribe in making an informed choice about whether or not the business idea is practical and a potential for revenue. Additionally, the Tribe would like to identify the potential economic benefit from the types of development that are compatible with Arrow Creek Ranch’s natural features. Potential developments include KOA campground, cabins, tee pees and tents, B&B, or other boarding and event venue. This preliminary evaluation of the business idea includes assessment of market demand, basic financial feasibility, SWOT analysis, and prioritization of development type by level of demand and tribal priority; 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-16-005, 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 2016 MONTANA DEPARTMENT OF COMMERCE ICED PROGRAM AGREEMENT**” was duly enacted by the Crow Tribal Legislature with a vote of 15 in favor 0 opposed, and 0 abstaining and that a quorum was present on this 21 day of July, 2016.


Senator R. Knute Old Crow, Sr.
Speaker of the House
Crow Tribal Legislature

ATTEST:


Senator Eric Birdinground
Secretary Pro-Tem
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 2016 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 2nd day of July, 2016


Darrin Old Coyote, Chairman
Crow Tribal Executive Branch

JOINT ACTION RESOLUTION "APPROVING THE CROW TRIBE'S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE 2016 MONTANA DEPARTMENT OF COMMERCE ICED PROGRAM AGREEMENT."

Bill or Resolution: JAR16-06 **Introduced by:** Chairman Darrin Old Coyote **Date of Vote:** 7/21/2016
Number

Representative:	Yes	No	Abstained
G. Three Irons	<u> X </u>	<u> </u>	<u> </u>
B. Rogers	<u> X </u>	<u> </u>	<u> </u>
F. White Clay	<u> </u>	<u> </u>	<u> </u>
P. Hill	<u> X </u>	<u> </u>	<u> </u>
E. Birdinground	<u> X </u>	<u> </u>	<u> </u>
S. Real Bird	<u> X </u>	<u> </u>	<u> </u>
V. Nomee	<u> X </u>	<u> </u>	<u> </u>
T. Gros Ventre	<u> X </u>	<u> </u>	<u> </u>
V. Crooked Arm	<u> X </u>	<u> </u>	<u> </u>
P. Spotted Horse, Sr.	<u> </u>	<u> </u>	<u> </u>
L. DeCrane	<u> X </u>	<u> </u>	<u> </u>
C. Goes Ahead	<u> X </u>	<u> </u>	<u> </u>
B. Hugs	<u> X </u>	<u> </u>	<u> </u>
G. Real Bird, Jr.	<u> X </u>	<u> </u>	<u> </u>
B. Good Luck	<u> X </u>	<u> </u>	<u> </u>
H. Male Bear, Jr.	<u> X </u>	<u> </u>	<u> </u>
P. Alden, Jr.	<u> </u>	<u> </u>	<u> </u>
Secretary of the House	<u> </u>	<u> </u>	<u> </u>
R. Old Crow, Sr.	<u> X </u>	<u> </u>	<u> </u>
Speaker of the House	<u> </u>	<u> </u>	<u> </u>
Totals:	<u> 15 </u>	<u> 0 </u>	<u> 0 </u>

Result of Vote:

Passed
 Not Passed
 Tabled
 Veto-Override



 Senator R. Knute Old Crow, Sr. Date 7-21-16
 Speaker of the House



 Senator Eric Birdinground Date 7-28-16
 Secretary Pro-Tem



MONTANA OFFICE OF TOURISM AND BUSINESS DEVELOPMENT

**MONTANA DEPARTMENT OF COMMERCE
INDIAN COUNTRY ECONOMIC DEVELOPMENT PROGRAM
AGREEMENT # MT-ICED-16-005**

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 economic development functions of the Montana Department of Commerce (§ 90-1-105, MCA). 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 Program 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 2015 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 159 Crow Agency, MT 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 64th Montana Legislature in the General Appropriations Act of 2015 (HB 2) and signed into law by Governor Bullock on May 5, 2015 (Chapter 400, Section 11, Laws 2015) authorizing 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.

Section 3. AUTHORITY

This Agreement is issued under authority of § 90-1-105, MCA and the terms of Chapter 400, Section 11, Laws 2015.

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 Program (collectively, the "Project"), are specifically incorporated into this Agreement by this reference. **Exhibits A (Project Sources & Uses), and B (Implementation Schedule)** are also attached hereto and specifically incorporated into this Agreement by this reference.

Section 5. SCOPE OF WORK

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

Funds will be used to procure market and economic feasibility studies for a bottled water plan in Crow Agency and Arrow Creek Ranch. ICED funds will be matched to Big Sky Trust Fund to assist in conducting the market analysis and preparation of a business plan for Apsaalooke Pure, LLC. The study will explore the potential to establish a bottled water operation; namely to examine the opportunity to package and distribute bottled water. The study will include assessment of market demand for the product, basic financial feasibility of the business including potential sales revenues, fixed and variable costs, and break-even figures, identifying challenges or barriers with the goal of a document to assist the Tribe in making an informed choice about whether or not the business idea is practical and a potential for revenue. Additionally, the Tribe would like to identify the potential economic benefit from the types of development that are compatible with Arrow Creek Ranch's natural features. Potential developments include KOA campground, cabins, tee pees and tents, B&B, or other boarding and event venue. This preliminary evaluation of the business idea includes assessment of market demand, basic financial feasibility, SWOT analysis, and prioritization of development type by level of demand and tribal priority.

Section 6. 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 Program, including the Indian Country Economic Development Program Guidelines (September 2015).

- (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 7. 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 **May 15, 2017**, 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 B. The Tribe may modify the implementation schedule set forth in Exhibit B only upon obtaining the prior written approval of the ICED Program.
- (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 8. BUDGET

- (a) The total amount to be awarded to the Tribe under this Agreement will not exceed \$28,000.00. The Project budget is set forth in **Exhibit A: Project Sources & Uses**.
- (b) The ICED Program 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 Program will use the funds appropriated in the General Appropriations Act (HB 2) of 2015 to fund grant awards to Tribes that have received a Notice of Award letter from the ICED Program. 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. **\$25,000** will be available as the **initial installment** after both parties have signed the 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 **\$1,500** 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 midterm reports, and a Request for Funds.
 - 3. The Program shall provide a **final payment** of **\$1,500** to the Tribe upon receipt of any outstanding midterm 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 Program 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 Program 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) Midterm Progress Reports. During the term of this Agreement, the Tribe will submit a Midterm Report to the State, due no later than 30 days after the halfway mark during the term of the contract agreement. The schedule for project reporting will be set forth in **Exhibit B: Project Implementation Schedule** and as follows: Midterm Progress Report must be provided on or before **October 30, 2016**. This report will describe the status of the activities set forth in Section 5 SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and anticipated projected completion date. Any drafts or updates that have been received by the Tribe from the professional completing the activity must also be provided to the Program. The report must 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 reports are extremely important to the ICED Program'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 progress report(s) has not been submitted to or approved by the ICED Program. If applicable, the Tribe must also 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) A narrative assessment of the completion status of the work;
 - (4) An estimate of the number of jobs funded with General Appropriations Act funding. This reporting requirement consists of providing the total number of jobs created, trained, or retained by employees for every month of the project. Recipients should be prepared to explain the job figures.
 - (5) Name and physical location of all contractors, subcontractors, and subrecipient entities engaged in any of the activities described in Section 5 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 impacts, outcomes, or 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. A copy of reports, information, data, and other materials prepared by the Tribe, or any of its contractors or subcontractors, in furtherance of this Agreement shall be submitted with the Project Closeout Report. Within 30 days of receiving the Project Closeout Report & Certification Form, the ICED Program will issue the Notice of Project Close-out.

Section 11. LIAISONS

The contact persons for this Agreement are:

For the ICED Program:

HEATHER SOBREPENA-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:

ERLISE HOGA (or successor)
Apsaalooke Pure, LLC
MARVIN W. STEWART (or successor)
Arrow Creek Ranch
PO Box 159
Crow Agency MT 59022
(406) 694-4416 (cell) Marvine
(406) 638-3753 (office) (406) 679-5586 (cell) Erlise
(406) 638-3848 fax
Erlise.hogan@crow-nsn.gov; marvinstewart865@gmail.com

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 Program, 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 the Contract, fully comply with all applicable federal, state, or local permitting requirements. The Tribe must also fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, the Affordable Care Act, Section 504 of the Rehabilitation Act of 1973, and sage grouse conservation under Executive Order No. 12-2015. In accordance with Mont. Code Ann. § 49-3-207 and Executive Order No. 04-2016, the Tribe agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract. Any contracting, subletting, or subcontracting by the Tribe subjects such contractors, subcontractors, and subrecipient entities are subject 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 Program 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 2015 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 claims for injuries to persons or damage to property, including contractual liability, arising out of the performance of the duties and obligations in 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. The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (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 fourteen (14) numbered pages including Exhibit A & B. 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 2015 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:	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; margin-right: 5px;">DocuSigned by:</div> <div style="margin-left: 5px;">as Deputy Director for Meg O'Leary, Director</div> </div> <div style="font-size: 8px; margin-top: 2px;">B26E7AE18BC64AC...</div>	5/2/2016
	Meg O'Leary	Date
	Director, Montana Department of Commerce	

By:	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; margin-right: 5px;">DocuSigned by:</div> </div> <div style="font-size: 8px; margin-top: 2px;">49FDA0D29CE0422...</div>	5/12/2016
	Tim Fox	Date
	Attorney General, State of Montana	

CROW TRIBE

By:	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; padding: 2px; margin-right: 5px;">DocuSigned by:</div> </div> <div style="font-size: 8px; margin-top: 2px;">9E242BC30A22477...</div>	4/25/2016
	Darrin Old Coyote	Date
	Chairman	

Indian Country Economic Development Program
 Contract # MT-ICED-16-005

EXHIBIT A: PROJECT SOURCES & USES

Between the Montana Department of Commerce

And

CROW TRIBE

CROW TRIBE : MARKET AND ECONOMIC FEASIBILITY STUDIES FOR APSAALOOKE PURE, LLC AND ARROW CREEK RANCH			
USES	SOURCE: ICED	BSTF	TOTAL
Site evaluation of at least two sites		\$4,000.00	\$4,000.00
Assist and review of Cultural Resource Survey		\$ 400.00	\$ 400.00
Assist and review geologist/ hydrologist report on source of water		\$8,000.00	\$8,000.00
Cost comparison of the identified sites		\$8,000.00	\$8,000.00
Prepare EA for selected site		\$12,000.0	\$12,000.0
Assist in planning and facilitating project meetings		4,000.00	\$4,000.00
Assist in conducting market analysis and prepare a business plan	\$5,000.00	\$11,000.0	\$16,000.00
Professional Services for Arrow Creek Ranch	\$23,000.00		\$23,000.00
TOTAL PROJECT COSTS	<u>\$28,000</u>	<u>\$47,400.00</u>	<u>\$75,400.00</u>

Indian Country Economic Development Program
Contract # MT-ICED-16-005

EXHIBIT B: PROJECT IMPLEMENTATION SCHEDULE

Between the Montana Department of Commerce

And

CROW TRIBE


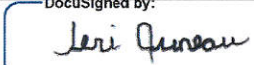
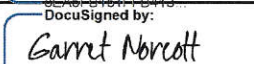
CROW TRIBE: MARKET AND ECONOMIC FEASIBILITY STUDIES FOR APSAALOOKE PURE, LLC AND ARROW CREEK RANCH												
TASK	1	2	3	4	5	6	7	8	9	10	11	12
Issued RFQ for professional services - complete	X											
Selected NADC as service provider - complete												
Submission of TBPG application - complete												
Submit BSTF application	X											
Execute funding contracts with TBPG and BSTF				X								
Issue Notice to Proceed to NADC				X								
Gather information for feasibility study and market analysis					X							
Develop strategies for success of project with Tribal input					X							
Identify critical risk barriers						X						
Conduct financial analysis and feasibility work-up						X						
Develop project feasibility study							X	X				
Develop business plan									X			
Develop marketing strategies and project launch activities										X		
Deliverable provided to Tribe - project completion											X	
Submit TBPG midterm and closeout reports						X						X
Issue RFQ for professional services	X											
Issue Notice to Proceed to service provider			X									
Gather information for feasibility study and market analysis				X								
Develop strategies for success of project with Tribal input				X								
Identify critical risk barriers					X							
Conduct financial analysis and feasibility work-up					X							
Develop project feasibility study						X	X					
Deliverable provided to Tribe - project completion								X				
Submit TBPG midterm and closeout reports						X						X
GRANT ADMINISTRATION TASKS:												
Sign ICED contract	X											
Submit midterm report				X								
Submit banking & drawdown forms	X											
Submit \$25,000 request	X											
Submit \$1,500 request							X					
Submit project closeout report									X			
Submit \$1,500 final request									X			
Sign closeout certification									X			

Contract Information Sheet

Division staff are required to complete the items in blue print.

Contract Number:	<u>MT-ICED-16-005</u>	Division:	<u>MTOTBD</u>
Contractor's Name:	<u>Crow Tribe</u>		
Contractor (Signee) Name:	<u>Darrin Old Coyote</u>		
Contractor's Email:	<u>darrin.oldcoyote@crow-nsn.gov</u>		
Contractor's Address:	<u>PO Box 159</u>	Vendor Number:	<u>18760</u>
Contractor's Address 2:	<u>Crow Agency MT 59022</u>		
Contractor Liaison:	<u>Erlise Hogan</u>		
Contractor's Liaison Email:	<u>erlise.hogan@crow-nsn.gov</u>		
Contractor Liaison 2:	<u>Marvin W. Stewart</u>		
Contractor's Liaison Email 2:	<u>marvinstewart865@gmail.com</u>		
Duns Number:	<u>63730261</u>	Begin Date:	<u>upon execution</u>
(Federal Funds Required)			
Amount:	<u>\$28,000</u>	End Date:	<u>15-May-17</u>
Organization Number:	<u>534300</u>		
RFP Number (if applicable):	<u>n/a</u>		
Program Number:	<u>51</u>		

Liaison:	<u>Heather Sobrepena-George</u>	Program Manager:	<u>Heather Sobrepena-George</u>
Liaison Email:	<u>hsobrepena@mt.gov</u>	Bureau Chief:	<u>Casey Lozar</u>
Liaison Phone:	<u>406-841-2775</u>	Additional Email:	<u>clozar@mt.gov</u>

Signatures:		Carbon Copies:	
Division Administrator	<small>DocuSigned by:</small>  <u>4/18/2016</u>	Liaisons:	<input checked="" type="checkbox"/>
Fiscal Review	<small>DocuSigned by:</small>  <u>4/19/2016</u>	Director (> \$200K):	<input type="checkbox"/>
Legal Counsel	<small>DocuSigned by:</small>  <u>4/19/2016</u>	Deputy Director (<\$25K):	<input type="checkbox"/>
		Filenet	<input type="checkbox"/>
		Secretary of State:	<input type="checkbox"/>
		BIA:	<input checked="" type="checkbox"/>
		Clerk of Court:	<input checked="" type="checkbox"/>

Certificate Of Completion

Envelope Id: 3C745F69D7084362B8D182B5BA4B20C9
Subject: Montana Department of Commerce Contract #MT-ICED-16-005 is Ready for Signature
Source Envelope:
Document Pages: 15 Signatures: 6
Certificate Pages: 6 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
Contracts Admin
301 S Park Ave
Helena, MT 59601
doccontracts@mt.gov
IP Address: 161.7.59.13

Record Tracking

Status: Original
4/18/2016 3:58:11 PM

Holder: Contracts Admin
doccontracts@mt.gov

Location: DocuSign

Signer Events

Sean Becker
SeanBecker@mt.gov
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

E25C05A384F9480...

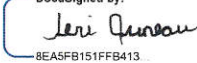
Using IP Address: 161.7.59.15

Timestamp

Sent: 4/18/2016 4:09:49 PM
Viewed: 4/18/2016 4:46:45 PM
Signed: 4/18/2016 4:46:56 PM

Electronic Record and Signature Disclosure:
Accepted: 11/10/2014 1:58:12 PM
ID: 96bc708d-0dd1-4f36-a293-03d373f804d6

Teri Juneau
tjuneau@mt.gov
Fiscal Manager
MT Dept of Commerce
Security Level: Email, Account Authentication
(None)


DocuSigned by:

8EA5FB151FFB413

Using IP Address: 161.7.59.15

Sent: 4/18/2016 4:46:58 PM
Viewed: 4/19/2016 10:43:11 AM
Signed: 4/19/2016 10:43:18 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Garret Norcott
gnorcott@mt.gov
Security Level: Email, Account Authentication
(None)

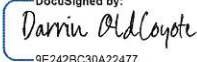
DocuSigned by:

DD0B8F37B17F4C2...

Using IP Address: 161.7.59.15

Sent: 4/19/2016 10:43:20 AM
Viewed: 4/19/2016 2:19:29 PM
Signed: 4/19/2016 2:19:40 PM

Electronic Record and Signature Disclosure:
Accepted: 4/19/2016 2:19:29 PM
ID: f4329a2a-7e60-404f-a1b8-5ac9cbff4c8b

Darrin OldCoyote
darrin.oldcoyote@crow-nsn.gov
Security Level: Email, Account Authentication
(None)

DocuSigned by:

9E242BC30A22477...

Using IP Address: 66.171.30.156

Sent: 4/19/2016 2:19:43 PM
Viewed: 4/25/2016 5:28:23 PM
Signed: 4/25/2016 5:29:08 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signer Events

Doug Mitchell
DMitchell2@mt.gov
Deputy Director
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/10/2014 11:30:07 AM
ID: c6108f88-efcc-40d5-88b1-e307a890c320


Tim Fox
MSchlichting@mt.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 5/12/2016 8:56:10 AM
ID: 2c44b182-f240-44a4-be38-54b1fc2b9b67

Signature

DocuSigned by:
 as Deputy Director
for Meg O'Leary, Director
B26E7AE16BC64AC...

Using IP Address: 161.7.59.15

DocuSigned by:
 Tim Fox
43FBA6B23CE8422

Using IP Address: 209.243.14.66

Timestamp

Sent: 4/25/2016 5:29:10 PM
Viewed: 4/25/2016 7:43:03 PM
Signed: 5/2/2016 7:34:14 AM

Sent: 5/2/2016 7:34:17 AM
Viewed: 5/5/2016 10:18:46 AM
Signed: 5/12/2016 8:56:25 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Casey Lozar
clozar@mt.gov
Casey Lozar
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 4/5/2016 5:19:55 PM
ID: 74102bbb-a6ef-4d25-b039-4514d2e51b9f

COPIED

Sent: 4/18/2016 4:09:50 PM

Heather Sobrepena-George
hsobrepena@mt.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 11/6/2014 7:22:07 AM
ID: 9b534021-0460-4c23-95c7-0b7316185216

COPIED

Sent: 4/18/2016 4:09:49 PM
Viewed: 4/19/2016 2:42:16 PM

Erlise Hogan
erlise.hogan@crow-nsn.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

COPIED

Sent: 4/19/2016 2:19:43 PM
Viewed: 5/12/2016 9:06:26 AM

Jeannie Pretty Paint
jeannie.prettypaint@crow-nsn.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 4/19/2016 2:19:43 PM

Carbon Copy Events**Status****Timestamp**

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Bureau of Indian Affairs
Jo-ellen.cree@bia.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/12/2016 8:56:27 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Crow Tribe
kyarlott@co.bighorn.mt.us
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/12/2016 8:56:27 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Cyndi Davis
CDavis3@mt.gov
Payroll and Benefits Accountant
Security Level: Email, Account Authentication
(None)

COPIEDSent: 5/12/2016 8:56:27 AM
Viewed: 5/12/2016 9:17:36 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Secretary of State
Chayes@mt.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/12/2016 8:56:27 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Notary Events**Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted
Certified Delivered	Security Checked
Signing Complete	Security Checked
Completed	Security Checked

5/12/2016 8:56:27 AM
5/12/2016 8:56:27 AM
5/12/2016 8:56:27 AM
5/12/2016 8:56:27 AM

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact MT Dept of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: doccontracts@mt.gov

To advise MT Dept of Commerce of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at doccontracts@mt.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from MT Dept of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with MT Dept of Commerce

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.