

JULY 2010 CROW TRIBAL LEGISLATURE

JOINT ACTION RESOLUTION NO. JAR10-13

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 2010 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 # STMGF-51-ICED-10-005” (the “ICED Agreement”) for distributing funds to the Crow Tribe, which is attached hereto and incorporated by reference; and

WHEREAS, the funds distributed pursuant to the 2010 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 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 # STMGF-51-ICED-10-005, attached hereto and incorporated herein by reference, is hereby approved.

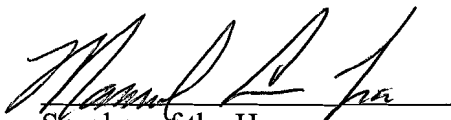
Section 2. That all written reports and any related information required to be produced to any State of Montana agency or subdivision shall be copied and delivered to the Secretary of the Legislature at the same time any such report is produced to the State.

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

[Remainder of page left intentionally blank]

CERTIFICATION

I hereby certify that this Joint Action Resolution entitled “**RESOLUTION APPROVING THE CROW TRIBE’S LIMITED WAIVER OF SOVEREIGN IMMUNITY IN THE 2010 MONTANA DEPARTMENT OF COMMERCE ICED PROGRAM AGREEMENT**” was duly enacted by the Crow Tribal Legislature with a vote of 16 in favor 0 opposed, and 0 abstaining and that a quorum was present on this 22nd day of **July, 2010**.


Speaker of the House
Crow Tribal Legislature

ATTEST:

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 2010 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 28 day of July, 2010.


Cedric Black Eagle, Chairman
Crow Tribal Executive Branch

A 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 2010 Montana Department of Commerce ICED Program Agreement."

Bill or Resolution: JAR10-13 **Introduced by:** Executive Branch **Date of Vote:** 7/22/02010
Number

<u>Representative:</u>	Yes	No	Abstained
H. Two Leggins	X		
V. Pretty Paint	X		
C. J. Stewart	X		
K. Shane	X		
S. Backbone	X		
O. Half, Jr.	X		
W. Plainfeather	X		
R. Old Crow, Sr.	X		
M. Not Afraid	X		
V. Crooked Arm	X		
L. DeCrane	X		
C. Goes Ahead	X		
B. Hugs			
G. Real Bird, Jr.			
M. Backbone	X		
D. Wilson	X		
P. Alden, Jr.	X		
<i>Secretary of the House</i>			
M. Covers Up, Sr.	X		
<i>Speaker of the House</i>			
Totals:	<u>16</u>	<u>0</u>	<u>0</u>

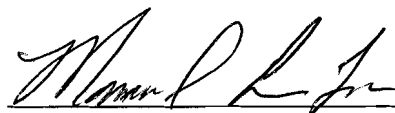
Result of Vote:

Passed

Not Passed

Tabled

Veto-Override



Manuel Covers Up, Sr.
Speaker of the House

Date



Patrick Alden, Jr.
Secretary of the House

Date



**MONTANA DEPARTMENT OF COMMERCE
INDIAN COUNTRY ECONOMIC DEVELOPMENT PROGRAM
AGREEMENT # STMGF-51-ICED-10-005**

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 Montana Reinvestment Act funds to the **CROW TRIBE**.

Section I. PARTIES

This Agreement is entered into by the **CROW TRIBE, PO BOX 159** (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 61st Montana Legislature in the Montana Reinvestment Act (HB 645) and signed into law by Governor Schweitzer on May 14, 2009 (Chapter 489, Laws 2009).

Section 3. AUTHORITY

This Agreement is issued under authority of Title 18, Montana Code Annotated, the Administrative Rules of Montana, Title 2, Chapter 5, and the terms of HB 645 (2009).

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 (August 2009).
- (b) The Tribe understands and agrees that the work to be performed under this project is funded by federal and state recovery and reinvestment funds ("Recovery Funds"), 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 in the Montana Reinvestment Act.
- (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 ICED or **within one**

year of the contract execution date, 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:

Staff Training, Outreach, and Technical Assistance related to the Apsaalooke Nation Revolving Loan Fund including the following activities:

- 1. Comprehensive Action Plan for the RLF:
 - a. Streamlining loan process and business plan process by utilizing a smaller standard form reducing the amount of necessary paperwork
 - b. Increasing the loan amount to \$10,000 for effective start-up funds
 - c. Adding a smaller loan product with a simpler loan process
 - d. Improving client education by utilizing the Core Four business planning courses
 - e. Development and streamlining the client intake and management system
 - f. Offering small business financial literacy training
 - g. Revising policies and procedures to match the client and reservation needs by assessment
 - h. Seek additional loan capital funds and funds to develop an entrepreneurial center for tribal business members
 - i. Utilize internships and collaboration from the Little Big Horn College
 - j. Improve the outreach and promotion of the revolving loan fund.
- 2. Trainings (or equivalent) for the Revolving Loan Fund Officer will include:
 - a. Core Four Business Planning Course- train the trainer training to help educate small business owners
 - b. Revolving Loan Fund and CDBG Compliance- focusing on the development and implementation of a revolving loan fund including RLF design, credit and collateral analysis, closing and documenting loans, servicing and portfolio management, workout strategies, and compliance.
 - c. First Nations Oweesta Corporation trainings include:
 - i. Native Community Financial Institutions (NCFI) Webinar
 - ii. NCFI Organizing a CDFI to serve Native communities
 - iii. Native CDFI Training
 - d. Other trainings designated as essential to the development of the Crow RLF and CDFI development, implementation and management.

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 Montana Reinvestment Act of 2009 ("Recovery Funds") to fund grant awards to Tribes that have received a Notice of Award letter from the ICED. The Tribe acknowledges that its access to Recovery 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, 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* (**September and December 2010**), and a Request for Funds.
 - 3. The Program shall provide a **final payment** of **\$4,200** to the Tribe upon receipt of the remaining and final quarterly reports* (**March 2011 and June 2011**), a Project Closeout Report and a Request for Funds.

*See Section 10. Reporting Requirements below.

- (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 May 14, 2009, 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 Recovery Funds Cumulative 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 submit its report to the Office of Budget and Program Planning for the reporting requirements of the Montana Reinvestment Act funds. The ICED, at its discretion, may decline to honor the final 10% Request for Payment if the required quarterly progress report 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 HB 645 or Recover Act funds.This reporting requirement consists of providing the total number of hours worked by employees in the most recent quarter (the quarter being reported). The recipient will also need to report the number of hours in a full-time schedule for the quarter. For example (see below), if a full-time schedule is 2,080 hours/ year, the number of hours in a full-time schedule for a quarter is 520 (2,080 hours/ 4 quarters = 520). Recipients should be prepared to justify their estimates. Recipients must use reasonable judgment in determining how best to estimate the job impact of HB 645 and Recover dollars, including the appropriate sources of information used to generate such 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 Completion Report. Upon completion of the final Project, the Tribe will submit a final Project Completion Report to the ICED. The Project Completion Report 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 Recovery Funds information for each item set forth in paragraph (b) in this Section. Within 15 days of receiving the Project Completion Report, the ICED will issue the Notice of Project Close-out.

Total Number of Hours Worked and Funded by HB 645 within Reporting Quarter
----- = FTE
Quarterly Hours in a Full-Time Schedule

Section 11. 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 OLD DWARF-GOOD VOICE (or successor)
APLSAALOOKE REVOLVING LOAN FUND OFFICER
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 Recovery 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 Montana Reinvestment Act of 2009, 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, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the ICED Program.
- (d) General Provisions.
 - 1. The Tribe must provide to the ICED Program a copy of the certificate of insurance showing compliance with the requisite coverage. All insurance required under this Agreement must remain in effect for the entire Agreement period. The Tribe must provide to the ICED Program copies of any new certificate or of any revisions to the existing certificate issued during the term of this Agreement.
 - 2. The ICED Program may require the Tribe to provide copies of any insurance policies pertinent to these requirements, any endorsements to those policies, and any subsequent modifications of those policies.
 - 3. Any deductible or self-insured retention must be declared to and approved by the ICED Program. At the request of ICED Program, the insurer must:

- (i) reduce or eliminate such deductibles or self-insured retentions in relation to the ICED Program, the State of Montana, their officers, officials, agents, employees, and volunteers; or
- (ii) the Tribe must procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Section 21. SCOPE, AMENDMENT, AND INTERPRETATION OF AGREEMENT

- (a) This Agreement consists of thirteen (13) 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 federal funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5, 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 Montana Reinvestment Act funds

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 for the Montana Reinvestment Act 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:

Anthony J. Preite
Director, Montana Department of Commerce

Date

**SIGN
& DATE**



CROW TRIBE

By:

Cedric Black Eagle
Chairman

Date

**INDIAN COUNTRY ECONOMIC DEVELOPMENT
PROGRAM**

Contract STMGF-51-ICED-10-005

Between the Montana Department of Commerce

And

The Crow Tribe

Attachment: Exhibit A



CROW TRIBE EXECUTIVE BRANCH

Bacheeltche Avenue
P.O. Box 159
Crow Agency (Baaxuwaaashe), Montana 59022
Phone: (406) 638-3732
Fax: (406) 638-3773

Cedric Black Eagle,
CHAIRMAN

Calvin C. Jefferson, Jr.,
VICE CHAIRMAN

Scott Russell,
SECRETARY

Darrin Old Coyote,
VICE SECRETARY

April 28, 2010

To Indian Country Economic Development Review Committee;

We are sorry to hear of your reluctance to approve the funding for the Apsaalooke Nation Revolving Loan Fund. We understand your reservations about the program and we have similarly determined that the program needs to continuously improve to serve the Crow Nation. We would also like to stress the importance in the development, implementation and growth of a successful small revolving loan fund and that it takes time to demonstrate success. We are also in the planning stages of becoming a Native Community Financial Development Institution for the Crow reservation. The CDFI certification process can also take years to accomplish.

We would like to clarify how many loans we have approved. The Apsaalooke Nation Revolving Loan Fund has approved two Business Loans and tabled one. The first was awarded in August 2008 to Alvin Not Afraid Jr. for the amount of \$5,000. Alvin Not Afraid Jr. operates a land surveying business on and off the Crow reservation. The second business loan was awarded to Jason Ward in April of 2009 in the amount of \$5,000 in April of 2009. Mr. Ward's loan has not been dispersed because it was contingent on the securing of the additional funding that he needed to start his business. Mr. Ward is starting a bio-fuels business on the Crow reservation and already has a buyer for his product. The loan that was tabled in April 2009 was for Barry Real Bird who requested \$5,000 for his hunting and fishing guide business, Medicine Tail Coulee Guide Service.

Wednesday, April 14th, 2010, a client submitted a loan packet for the amount of \$5,000 for Arrow Creek Concessions. A concession stand owned by Marla Little Light that will be operated in the Chief Plenty Coups State Park on the Crow Reservation in Pryor Montana. It will be another week or more before the loan packet can be submitted to the committee.

We provide many clients with technical assistance in the following areas: business plans, financials, developing business concept, obtaining credit personal credit reports, completing the loan application, quotes for the loan, identifying collateral and in finding additional business resources.

As for the qualifications of the Revolving Loan Fund Officer, Yolanda Old Dwarf-Good Voice, her education and trainings follow:

Education:

May 2001: Associate of Arts in Business Administration, Little Big Horn College, Crow Agency Montana

RECEIVED

APR 30 2010

May 2003: Bachelors of Arts in Business Administration, Management Option, The University of Montana, Missoula, Montana

Summer 2008 to present: Off Campus Masters of Business Administration Program, The University of Montana, Missoula, Montana. Expected Graduation: May 2011.

Training:

Business Credit Analysis, National Development Council-September 2008, Butte, Montana. This Course explored advanced techniques to determine if a business is a candidate for financing assistance. This course covered the following topics: credit analysis process, permanent working capital analysis, cash flow analysis, and projections and deal structuring.

Section 17 Tribal Corporate Charters Training from Bureau of Indian Affairs in Billings Mt at the Crowne Plaza Inn on May 19th, 2009. This was a one day training had to do with training individuals how to incorporate a tribal government while maintaining sovereignty.

Indianpreneurship-Instructor Certification, August 27th, 2009. Trained to instruct the Indianpreneurship course for the development of a business concept and business plans.

Section 8(a) training, December 2009, Crowne Plaza in Billings presented by the Native American Development Committee. This training covers the process that contractors need to go through to get the 8(a) certification and preference.

Reservation Economic Summit was March 21st through the 25th, 2010 in Las Vegas at the Las Vegas Hilton Hotel. I attended several General and learning sessions: The power of Tourism through International Trade Development, The Power of Native To Native Business, Access to Capital: Lenders and Lending Tools, Building a Powerful Reservation Economy, Trends in Bonding, Financing and Wealth Management, The power of Business in Indian Country, and the US Environmental Protection Agency's New Disadvantaged Business Enterprise (DBE) rule.

Proposed Training:

OCMBA- Fall Semester 2010 and Spring Semester 2011: These courses are part of Ms. Old Dwarf-Good Voice's personal Off-Campus MBA Program.

Entrepreneurship I: This course entails the development of a business concept and the writing of a business plan.

Entrepreneurship II: This course entails the continuation of the development of a business concept and the writing of a business plan.

Business Plan Workshop- This seminar offers students the opportunity to present their business plans and be critiqued by business people, bankers, venture capitalists and former John Ruffatto Business Plan Competition winners. Each participant or business plan team will receive individual feedback from approximately ten entrepreneurs throughout the course of the weekend.

Core Four Business Planning Course; May 11th and 12th, 2010, Clarion Inn, Houston, Texas or August 24th & 25th, Washington DC or possible onsite training. Cost of registration is \$695. This course is a curriculum to help educate small business owners. It has a flexible course length, it is a turnkey project, and it is engaging and interactive.

Revolving Loan Funds and CDBG Compliance, National Development Council, August 17-19, 2010, Philadelphia, PA. Registration Cost is \$690. This training covers the development and implementation of a revolving loan fund and how to meet HUD's Community Development Block Grant (CDBG) requirements. Topics include revolving loan fund design, credit and collateral analysis, closing and documenting loans, servicing and portfolio management, workout strategies, and CDBG compliance.

First Nations Oweesta Corporation, Rapid City, South Dakota:

Native Community Financial Institution (NCFI) - Does Your Native Community Need a CDFI? Free Webinar tentatively scheduled for May.

NCFI - Organizing a CDFI to serve Native Communities: A Building Guide. Not yet scheduled.

Native CDFI Training Rapid City, South Dakota. TBA

There may be additional trainings to be determined later.

Changes:

There are several changes to the operation of the ANRLF that will improve productivity and usefulness to tribal business members.

Streamline the loan process and business plan: The Loan process will be streamlined to decrease the amount of time it takes for clients to receive loans. The Business Plan will also be streamlined and possibly reduced to a smaller more efficient standard form. It has been identified that there is an immense amount of paperwork for the small amount of loan funds, so a decrease in paperwork is necessary.

Increase the Loan Amount to \$10,000 so a business can have enough loan funds to start a business.

Add a smaller loan product with a simpler loan process. This will be especially useful for Crow businesses already in operation that need a small amount of money.

Improve client education by utilizing The Core Four business planning course. Utilizing this type of training will allow client education to be more frequent and more readily available instead of relying solely on the Indianpreneurship, Small Business Development's Pre-Business Workshop and one-on-one technical assistance. The Core Four will also provide a better framework for providing business plan and technical assistance.

Develop and streamline the client intake and management system. This can be accomplished by the following: Develop Intake forms that can better track clients, develop a client market survey to determine and identify client needs, and develop a client management system utilizing Excel, Access or specialized Software to better track clients' progress.

Financial Literacy Training with an emphasis on small businesses can be utilized to help clients in their financial aspect of business development. The Native American Development Center can help with this training.

Revise Policy and procedures to better match our client and reservation needs. To begin this process we will need to identify the needs of our clients and reservation and tailor these policy and procedures so we can better serve clients. The NADC and the Bear tooth RC & D can help ANRLF with this procedure.

Explore additional funding sources for additional loan capital and the development of an entrepreneurial center for tribal business members. The Crow Tribe Economic Development Department and the ANRLF is in the process of applying to become a Native Community Development Financial Institution. The NCDFI is an organization that provides development services of training and technical assistance and financial services to the community it serves.

Investigate possibility for internships utilizing the local college Little Big Horn College. This may help with tracking clients, organizing paper work, providing additional assistance while helping educate college students.

Improve outreach and promotion of ANRLF. We are currently utilizing only the Apsaalooke Nation Paper. We will expand promotion and awareness by utilizing press releases in the Original Briefs, Big Horn County News Paper and the Billings Gazette. We also plan to attend relevant meetings and events to provide public information about the program by establishing a presence and utilizing pamphlets, brochures, information booths, flyers and mailings. We will also develop a website that provides information about the ANRLF. This expansion will increase the reservation's awareness about the ANRLF.

Implementation of these changes will begin immediately along with a comprehensive action plan and timeline to be determined within the next few weeks. We also have Partnership organizations that can help us with the improvement in the operation of the RLF. Native American Development Center, in Billings Mt and Bear tooth RC & D in Joliet Mt. We can also utilize the network of current and past Loan fund managers for advice, and lessons. These professionals include NACDC Blackfeet Development Fund Eva Cobell, Four Band Community Loan Fund Tonya Fiddler and Wind River Development Fund.

We sincerely hope these improvements will provide a better framework and ease clients through the loan process much more efficiently.

Sincerely,



Cedric Black Eagle, Chairman
The Great Crow Nation

**CROW RESERVATION REVOLVING LOAN FUND &
TECHNICAL ASSISTANCE
INDIAN COUNTRY ECONOMIC DEVELOPMENT BUDGET
(With Match included)
Revised May 3rd, 2010**

<i>Activity</i>	ICED Grant	Crow Tribe	Beartooth RC&D, NADC and Little Big Horn College	Total
Business Loans				
Staff Training	8,000			8,000
Technical Assistance for Staff			\$45,000	45,000
Economic Development Department Staff and Resources		\$85,500		85,500
Salary, CRRL	45,000			45,000
Contracted Grant Writer	10,000			10,000
Out Reach (Website, Flyers, Brochures, event booth fees, etc.)	7,000			7,000
Project Totals	\$70,000	\$85,500	\$45,000	\$200,500

Project Match Total: \$130,500 Total Project: \$200,500

MONTANA
Department of Commerce

**HOUSE BILL 645 Montana Reinvestment Act
INDIAN COUNTRY ECONOMIC DEVELOPMENT PROGRAM**

APPLICATION FORM

Date: March 18th 2010

Name of Applicant: Crow Tribe

Project Title: Crow Reservation Revolving Loan Fund

Amount of Request (\$70,000 maximum): \$70,000

Tax ID Number: 81-0372588

Applicant Signature: 
Tribal Chairperson or Other Designated Authority

Date: 3/19/10

Project Contact Person:

Name: Yolanda Old Dwarf
Title: Apsaalooke Nation Revolving Loan Fund Officer
Address: P.O. Box 970
City State Zip: Crow Agency, MT 59022
Phone: 406-638-3733
Fax: 406-638-3825
Email: yolandao@crownations.net

Reporting:

Project Reporting Contact Person:

Name: Yolanda Old Dwarf
Address: P.O. Box 970
City State Zip: Crow Agency, MT 59022
Phone: 406-638-3733
Fax: 406-638-3825
Email: yolandao@crownations.net

RECEIVED

MAR 24 2010

Business Resources

Supporting Documents: Please attach any letters of support and other documentation such as other federal and/or state grant award letters that will assist the STEDC in documenting project support.



CROW TRIBE EXECUTIVE

Bacheeitchche Avenue
PO Box 159
Crow Agency (Baaxuwuaashe), MT 59022

Cedric Black Eagle
Chairman

Calvin 'Coolidge' Jefferson, Jr.
Vice-Chairman

Scott Russell
Secretary

Darrin Old Coyote
Vice Secretary

March 17, 2010

Heather Sobrepena-George
ICED Program Manager
Montana Department of Commerce
301 S. Park Avenue
PO Box 200505
Helena MT 59620-0505

Dear Ms. Sobrepena-George:

This letter is regarding a request for the 2010 Indian Country Economic Development (ICED) funding for \$70,000. I formally authorize and support the Crow Tribe's application for the ICED funding for 2010.

The Apsaalooke Nation Revolving loan fund has been successful at notifying the Apsaalooke Nation about the available business loan funds for Apsaalooke owned businesses. Along with the Economic Development department it has successfully promoted and advocated economic development on the Crow Reservation.

In the next few years the Apsaalooke Nation Revolving loan fund is expected to mature into a Native Community Development Financial Institution where it will continue to provide loans and technical assistance for Apsaalooke Indianpreneurs. It will also evolve and provide additional financial services, training and education to members and business owners of the Apsaalooke Nation.

I genuinely support the Apsaalooke Nation Revolving loan fund and its efforts to provide technical assistance to aspiring Indianpreneurs and its efforts to help applicants through the difficult loan process. Off the reservation, the process of applying for business loans is difficult task in itself. For our Apsaalooke people to overcome the reservation's additional barriers of poverty, education, and lack of infrastructure is an even more daunting task. The fact that we are able to provide funding to the Apsaalooke people continues to be a major achievement.

Thank you for your consideration and time. Please feel free to direct any questions to Shawn Real Bird, Economic Development Director at (406) 638-3766 or Yolanda Old Dwarf, Apsaalooke Nation Revolving Loan Fund Officer (406)638-3733.

Ahó,


Cedric Black Eagle, Crow Tribal Chairman

RECEIVED

MAR 24 2010

Business Resources

**FY09 Indian Country Economic Development
Submitted by: Yolanda Old Dwarf
Crow Tribal Economic Development Department
For: Montana Department of Commerce**

**RECEIVED
MAR 24 2010
Business Resources**

Project Description:

The Crow Tribe with the ICED funding plans to maintain and expand the Crow Reservation (Apsaalooke Nation) Revolving Loan Fund (CRRLF) & Technical Assistance. The Revolving Loan Fund Officer provides services and assistance to potential Crow owned businesses by providing financing that otherwise may not be available to this segment of the population. The CRRLF offers borrowers many options for financing. The Revolving Loan Fund Officer is Yolanda Old Dwarf. She will provide the assistance on the application process, business plans & provide training. The ICED grant fund will be utilized to support a salary, for contracted loan writing services for seeking additional funding and to increase the principle of the Crow Reservation (Apsaalooke Nation) Revolving Loan Fund.

Impact:

This revolving loan program and technical assistance will 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.

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	August 7, 2004

Allows a mortgage to be purchased on the secondary market and the new homeowner will receive a market interest rate.

MOU - Veteran Administrations

August 15, 2007

Veterans will mortgage financing with direct funding from VA.

- 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 (Apsaalooke 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 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.

Funding: See Attached Budget Sheet.

Collaboration Partners:

- Educations Institutions, Little Big Horn College, U of MT Law School
 - Indianpreneurs Training Program 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 Economic Development *NCAED*
 - Native America Consumer Credit Counseling Service
 - Federal Reserve Bank of Minneapolis
 - State Tribal Economic Development Commission
- (The in-kind contribution of partners cannot be determined)

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.

Administration: The Apsaalooke (Crow) Nation Economic Development Department will administer this revolving loan fund. The CRRLF will continue to be located in an office of the Tribal 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 Old Dwarf-Good Voice, Revolving Loan Fund Officer Bachelor of Science in Business Administration & enrolled in the Off-Campus Masters in Business Administration Program at the University of Montana, Missoula MT, expected graduation 2011. Ms. Old Dwarf will also provide all grant program reporting for FY10.

The Administrator will continue to inform the Crow members about the CRRLF in the Apsaalooke Paper, Speaking and training engagements, through the elected Apsaalooke Nation Secretary, Scott Russell, through word of mouth, and when inquiring people come into the office. Other avenues of informing the Apsaalooke public will be explored.

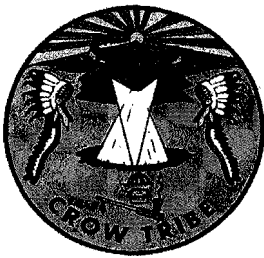
The Administrator will also continue to offer Technical Assistance to the Apsaalooke public in their application for the CRRLF and their business plans and financials.

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

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

IMPLEMENTATION SCHEDULE FOR CRRLE

TASK	QUARTERS 2010				QUARTERS 2011				QUARTERS 2012	
	1ST	2ND	3RD	4TH	1ST	2ND	3rd	4th	1ST	2ND
PROJECT START-UP AND REPORTING										
A. Sign contract with Department of Commerce		X								
B. Submit all required grant drawdown forms			X							
C. Secure approval of other funding				X						
D. Submit quarterly & final reports		X	X	X	X	X	X	X	X	X
Other Business Development Project										
A. Provide technical assistance to Indianpreneurs	X	X	X	X	X	X	X	X	X	X
B. Provide training: one-on-one and as needed basis	X	X	X	X	X	X	X	X	X	X
C. Manage Loan Fund & Outstanding loans	X	X	X	X	X	X	X	X	X	X
PROJECT CLOSE-OUT										
A. Submit project completion report						X				X
B. Include project audits						X				X



Crow Country

Legislative Branch

Pryor:

Arrow Creek

Carlson Goes Ahead
Bryce Hugs
Lawrence DeCrane

Big Horn:

Valley of the Give

Away

Vincent Crooked Arm
Marlin D. Not Afraid
Pat Alden, Jr.

Dunmore:

Black Lodge

Conrad J. Stewart
V. Jeannie Pretty Paint
H.Noel Two Leggins

Reno:

Center Lodge

Oliver Half, Jr.
Shawn E. Backbone, Sr.
Kenneth G. Shane

Lodge Grass:

Valley of the Chief

Manuel Covers Up, Sr.
Speaker of the House
R. Knute Old Crow, Sr.
Woodrow Plainfeather

Wyola:

Mighty Few

Dana Wilson
M. Tye Backbone
Gordon Real Bird, Jr.

Staff

Attorney Ron Arneson, Esq.
Attorney at Law

Leslie Plain Feather
Legal Assistant

Gerald Jay Harris
Legal Clerk

Jackie Blacksmith,
Administrative Officer

William Old Crow
Finance Officer/Admin.
Assist.

Sheri Chandler
Office Assist./Receptionist
/Editor

Kenny Pretty On Top
Maintenance/Custodian
Sergeant at Arms

LEGISLATIVE BRANCH OF THE CROW TRIBAL GOVERNMENT

P.O. Box 309 – 144 MAKAWASHA Avenue
Crow Agency, Montana 59022

Phone: (406) 638-2023/2025/2238

Fax: (406) 638-2030

OFFICIAL CERTIFICATE OF DELIVERY

I, Pat Alden, Jr. Secretary of the Legislative Branch of the Crow Tribal Government hereby
this Transitional Action do deliver a True and Correct Official copy

Of the Final Approval for the following:

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 2010 MONTANA DEPARTMENT OF
COMMERCE ICED PROGRAM AGREEMENT.”**

JAR10-13 to Michelle Walley Be in the

Position of: Administrative Assistant for the

Crow Tribal Executive Branch.

Done and dated this 28 day of July, 2010 @ 3:10 a.m./p.m.



Secretary Of The House
Legislative Branch of the
Crow Tribal Government

Served by:

Jackie Blacksmith
Legislative Branch Staff

Cc: file





LEGISLATIVE BRANCH OF THE CROW TRIBAL GOVERNMENT

P.O. Box 309 – 144 MAKAWASHA Avenue
Crow Agency, Montana 59022

Phone: (406) 638-2023/2025/2238

Fax: (406) 638-2030

Crow Country

Legislative Branch

Prvor:

Arrow Creek

Carlson Goes Ahead
Bryce Hugs
Lawrence DeCrane

Big Horn:

Valley of the Give

Away

Vincent Crooked Arm
Marlin D. Not Afraid
Pat Alden, Jr.

Dunmore:

Black Lodge

Conrad J. Stewart
V. Jeannie Pretty Paint
H.Noel Two Leggings

Reno:

Center Lodge

Oliver Half, Jr.
Shawn E. Backbone, Sr.
Kenneth G. Shane

Lodge Grass:

Valley of the Chief

Manuel Covers Up, Sr.
Speaker of the House
R. Knute Old Crow, Sr.
Woodrow Plainfeather

Wyola:

Mighty Few

Dana Wilson
M. Tye Backbone
Gordon Real Bird, Jr.

Staff

Attorney Ron Arneson, Esq.
Attorney at Law

Leslie Plain Feather
Legal Assistant

Gerald Jay Harris
Legal Clerk

Jackie Blacksmith,
Administrative Officer

William Old Crow
Finance Officer/Admin.
Assist.

Sheri Chandler
Office Assist./Receptionist
/Editor

Kenny Pretty On Top
Maintenance/Custodian
Sergeant at Arms

OFFICIAL CERTIFICATE OF DELIVERY

I, Pat Alden, Jr. Secretary of the Legislative Branch of the Crow Tribal Government hereby
this Transitional Action do deliver a True and Correct Official copy

Of the Final Approval for the following:

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 2010 MONTANA DEPARTMENT OF
COMMERCE ICED PROGRAM AGREEMENT.”**

JAR10-13 to Debra Bird in the

Position of: Cont. Clerk for the

Crow Tribal Judicial Branch.

Done and dated this 24th day of July, 2010 @ 4:26 a.m./p.m.

Pat Alden Jr.

Secretary Of The House
Legislative Branch of the
Crow Tribal Government

Served by:

Jackie Blacksmith
Legislative Branch Staff

Cc: file

