

Montana Indian Language Preservation Pilot Program

Program Implementation Documents

As presented to the State Tribal Interim Relations Committee

June 26, 2013

By

Heather Sobrepena-George



AN ACT ESTABLISHING THE MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM; PROVIDING A PROGRAM DESCRIPTION; PROVIDING AN APPROPRIATION; PROVIDING RULEMAKING AUTHORITY; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE AND A TERMINATION DATE.

WHEREAS, Montana is committed in its educational goals to the preservation of American Indian cultural integrity; and

WHEREAS, language in the form of spoken, written, or sign language is foundational to cultural integrity; and

WHEREAS, Montana tribal languages are in a time of crisis through the loss of native speakers, writers, and signers; and

WHEREAS, the tribes and the state have resources, such as the tribal colleges, councils, and historic preservation offices and the state universities, historical society, and library, to preserve and protect Montana tribal languages for this and future generations.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Montana Indian language preservation pilot program. (1) There is a Montana Indian language pilot preservation program. The program is established to support efforts of Montana tribes to preserve Indian languages in the form of spoken, written, or sign language and to assist in the preservation and curricular goals of Indian education for all pursuant to Article X, section 1(2), of the Montana constitution and Title 20, chapter 1, part 5.

(2) (a) The state-tribal economic development commission established in 90-1-131 shall administer the program and, in collaboration with the Montana historical society, Montana public television organizations, the state director of Indian affairs, and each tribal government located on the seven Montana reservations and the Little Shell Chippewa tribe, shall adopt program rules by July 31, 2013.

(b) The program rules must address performance and output standards, distribution of funds, accounting

of funds, and use of funds.

(c) The performance and output standards must include:

(i) development of audio and visual recordings;

(ii) creation of dictionaries and other reference materials, including audio, visual, electronic, or written dictionaries; and

(iii) creation and publication of curricula, which may include electronic curricula.

(d) The performance and output standards may include:

(i) language classes;

(ii) language immersion camps;

(iii) storytelling; and

(iv) publication of literature.

(3) By September 15, 2014, at least two copies of any tangible goods produced under this section, including but not limited to audio or visual recordings, literature, dictionaries, or other publications, must be submitted to the Montana historical society for the benefit of related language preservation efforts and for preservation and archival purposes.

(4) Tribal governments receiving program funds shall form local program advisory boards. Members of a local program advisory board may include but are not limited to representatives from any of the entities listed in subsection (6). Each local program advisory board shall work with college tribal language instructors and individuals who evaluate applicants for licensure as a class 7 American Indian language and culture specialist to develop and adopt measurable and specific outcome requirements for their respective language preservation programs.

(5) (a) Each local program advisory board shall provide reports on expenditures of grant funds, overall program progress, and other criteria determined by the state-tribal economic development commission pursuant to subsection (2)(a) to the state-tribal relations committee at each meeting during the interim.

(b) The state-tribal relations committee shall report any findings, comments, or recommendations regarding each local program and the Montana Indian language preservation pilot program to the 64th legislature.

(6) Tribal governments are encouraged to maximize the impact of grant funds by forming partnerships among state and tribal entities and leveraging existing resources for the preservation of Indian languages and the education of all Montanans in a way that honors the cultural integrity of American Indians. Suggested partner

entities include but are not limited to:

- (a) the governor's office of Indian affairs;
- (b) school districts located on reservations;
- (c) tribal colleges;
- (d) tribal historic preservation offices;
- (e) tribal language and cultural programs;
- (f) units of the Montana university system;
- (g) the Montana historical society;
- (h) the office of public instruction;
- (i) Montana public television organizations;
- (j) school districts not located on reservations; and
- (k) the Montana state library.

(7) State entities that operate film and video studios and equipment shall cooperate with each local tribal preservation program in the production of materials for preservation and archival purposes.

(8) Any cultural and intellectual property rights from program efforts belong to the tribe. Use of the cultural and intellectual property may be negotiated between the tribe and other partnering entities.

Section 2. Appropriation. There is appropriated from the state general fund to the state-tribal economic development commission \$1 million in each year of the biennium beginning July 1, 2013, for the purposes described in [section 1]. Any remaining funds that are unencumbered as of June 30, 2015, must revert to the general fund.

Section 3. Notification to tribal governments. The secretary of state shall send a copy of [this act] to each tribal government located on the seven Montana reservations and to the Little Shell Chippewa tribe.

Section 4. Codification instruction. [Section 1] is intended to be codified as an integral part of Title 20, chapter 9, and the provisions of Title 20, chapter 9, apply to [section 1].

Section 5. Coordination instruction. If both House Bill No. 2 and [this act] are passed and approved

and if House Bill No. 2 contains an appropriation for native language preservation, then [section 2 of this act] is void.

Section 6. Effective date. [This act] is effective on passage and approval.

Section 7. Termination. [This act] terminates June 30, 2015.

- END -

I hereby certify that the within bill,
SB 0342, originated in the Senate.

Secretary of the Senate

President of the Senate

Signed this _____ day
of _____, 2013.

Speaker of the House

Signed this _____ day
of _____, 2013.

SENATE BILL NO. 342

INTRODUCED BY WINDY BOY, HANSEN

AN ACT ESTABLISHING THE MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM;
PROVIDING A PROGRAM DESCRIPTION; PROVIDING AN APPROPRIATION; PROVIDING RULEMAKING
AUTHORITY; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE AND A TERMINATION DATE.

BEFORE THE DEPARTMENT OF COMMERCE
OF THE STATE OF MONTANA

In the matter of the adoption of NEW) NOTICE OF PUBLIC HEARING ON
RULES I through IV pertaining to the) PROPOSED ADOPTION
implementation of the Montana Indian)
Language Preservation Pilot Program)

TO: All Concerned Persons

1. On June 26, 2013, at 1:30 p.m., the Department of Commerce will hold a public hearing in Room 228, of the Park Avenue Building, 301 South Park Avenue, Helena, Montana, to consider the proposed adoption of the above-stated rules.

2. The Department of Commerce will make reasonable accommodations for persons with disabilities who wish to participate in this rulemaking process or need an alternative accessible format of this notice. If you require an accommodation, contact the Department of Commerce no later than 5:00 p.m., June 21, 2013, to advise us of the nature of the accommodation that you need. Please contact Heather Sobrepena-George, Department of Commerce, 301 South Park Avenue, P.O. Box 200505, Helena, Montana 59620-0505; telephone (406) 841-2775; TDD (406) 841-2731; facsimile (406) 841-2702; or e-mail to hsobrepena@mt.gov.

3. The rules as proposed to be adopted provide as follows:

NEW RULE I PERFORMANCE AND OUTPUT STANDARDS (1) The Montana Indian Language Preservation Pilot Program requires the following output and performance standards:

- (a) development of audio and visual recordings;
- (b) creation of dictionaries and other reference materials, including audio, visual, electronic, or written dictionaries;
- (c) creation and publication of curricula, which may include electronic curricula;
- (d) language classes;
- (e) language immersion camps;
- (f) storytelling; and
- (g) publication of literature.

(2) Each local program advisory board shall work with college tribal language instructors and class 7 American Indian language and culture specialist licensure evaluators to develop and adopt measurable and specific outcome requirements for their respective language preservation programs.

AUTH: Title 20, chapter 9, MCA
IMP: Title 20, chapter 9, MCA

REASON: The proposed rule is necessary to implement and administer the Montana Indian Language Preservation Pilot Project program and to create performance and output standards as required by Chapter 410, Section 1, Laws of 2013.

NEW RULE II DISTRIBUTION OF \$2 MILLION IN MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM GRANT FUNDS FOR THE 2014-2015 BIENNIUM (1) \$2 million in grant funds will be available starting July 1, 2013, for a total of \$2 million for the biennium;

(2) Any unencumbered funds will revert to the general fund on June 30, 2015 with all tangible goods produced as a result of the funding due to the Montana Historical Society by September 15, 2014;

(3) Distribution of funds will be governed by individual contracts entered between the State Tribal Economic Development Commission and each tribal government, including the Little Shell Chippewa Tribe:

(a) The individual contracts will specify the method of distribution from the department to the tribal government;

(b) Program objectives and requirements must be incorporated into the overall contract between each tribal government and the State Tribal Economic Development Commission.

(4) Tribal governments shall distribute awarded funds through sub-recipient agreements.

AUTH: Title 20, chapter 9, MCA

IMP: Title 20, chapter 9, MCA

REASON: It is necessary for the State Tribal Economic Development Commission which is attached to the Montana Department of Commerce for administrative purposes to define a method of distributing grant funds to tribal governments for language preservation projects as required by Chapter 410, Section 1, Laws of 2013.

NEW RULE III ACCOUNTING OF FUNDS IN THE MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM (1) Recipients shall use an accounting system that conforms to Generally Accepted Accounting Principles (GAAP), in accordance with Section 18-4-311, MCA.

AUTH: Title 20, chapter 9, MCA

IMP: Title 20, chapter 9, MCA

REASON: The proposed rule is necessary to ensure the use of adequate accounting systems in a standard format and to promote the efficient and transparent use of public funding.

NEW RULE IV USE OF FUNDS IN THE MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM (1) Use of funds in the Montana Indian Language Preservation Pilot Program will be determined in coordination with collaborating partners no later than September 30, 2013.

MAR Notice No. 8-99-115

AUTH: Title 20, chapter 9, MCA

IMP: Title 20, chapter 9, MCA

REASON: It is reasonably necessary for the State Tribal Economic Development Commission and collaborating partners to determine the uses of funds that preserve and protect Montana tribal languages.

4. Concerned persons may submit their data, views, or arguments in written form or a request for opportunity to submit data, views, or arguments in oral form to: Heather Sobrepena-George, Department of Commerce, 301 South Park Avenue, P.O. Box 200505, Helena, Montana, 59620-0505; telephone (406) 841-2775; TDD (406) 841-2731; facsimile (406) 841-2702; or e-mail to mail hsobrepena@mt.gov, and must be received no later than 5:00 p.m., June 5, 2013.

Ty L. Jones, Legal Counsel, Department of Commerce, has been designated to preside over and conduct this hearing.

6. The department maintains a list of interested persons who wish to receive notices of rulemaking actions proposed by this agency. Persons who wish to have their name added to the list may make a written request that includes the name, e-mail, and mailing address of the person to receive notices and specifies for which program the person wishes to receive notices. Notices will be sent by e-mail unless a mailing preference is noted in the request. Such written request may be mailed or delivered to the Department of Commerce, 301 South Park Avenue, P.O. Box 200501, Helena, Montana 59620-0501, by fax to (406) 841-2701, by e-mail to bmartello@mt.gov, or by completing a request form at any rules hearing held by the department.

7. An electronic copy of this Proposal Notice is available through the Secretary of State's web site at <http://sos.mt.gov/ARM/Register>. The Secretary of State strives to make the electronic copy of the notice conform to the official version of the notice, as printed in the Montana Administrative Register, but advises all concerned persons that in the event of a discrepancy between the official printed text of the notice and the electronic version of the notice, only the official printed text will be considered. In addition, although the Secretary of State works to keep its web site accessible at all times, concerned persons should be aware that the web site may be unavailable during some periods, due to system maintenance or technical problems.

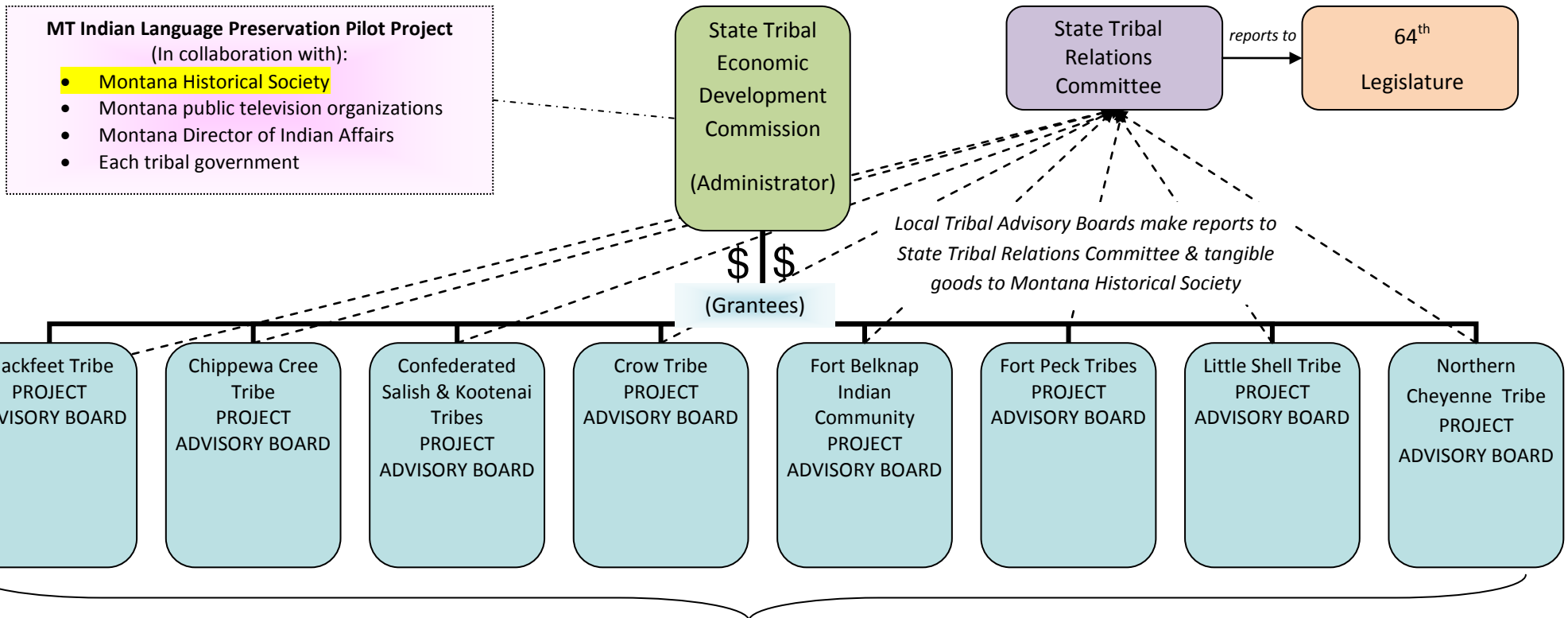
8. The bill sponsor contact requirements of 2-4-302, MCA, apply and have been fulfilled. The primary bill sponsor, Senator Jonathan Windy Boy was contacted on May 17, 2013 by email at sentatorjwb@gmail.com.

G. MARTIN TUTTLE
Rule Reviewer

MEG O'LEARY
Director
Department of Commerce

Certified to the Secretary of State May 22, 2013.

SB 342 Montana Indian Language Preservation Pilot Program
 DRAFT Organizational Chart
 as of May 10, 2013/HSG



Local Project Advisory Boards can include:

- Governor’s Office of Indian Affairs
- School districts located on reservations
- Tribal colleges
- Tribal historic preservation offices
- Tribal language and culture programs
- Units of the Montana university system
- Montana Historical Society
- Office of Public Instruction
- Montana public television organizations
- School districts not located on reservations
- Montana State Library
- State entities that operate film and video studios & equipment
- *Each local advisory board shall work with college tribal language instructors and individuals who evaluate applicants for licensure as a class 7 American Indian language and culture specialist*

Montana Indian Language Preservation Pilot Program (MILP3)
Milestone Gantt Chart
as of 6/24/2013

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC
1	Work Packages/Tasks																												
2	Timeline																												
	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15			
3	STEDC convenes with working partners to draft administrative rules																												
4	Proposed ARMS are filed with the SOS																												
5	STEDC and collaborators draft and adopt program guidelines																												
6	Public hearing on proposed ARMS 1:30pm; 301 S. Park Ave. Room 228 Helena MT 59601																												
7	Biennium begins (\$2M in MILP3 funds available)																												
8	Last day for public comment on ARMS																												
9	Notice of adoption issued by SOS																												
10	Notice of adoption published by SOS																												
11	Required (no-later-than date) notification of grant program to tribal governments and rules adoption																												
12	Local program advisory boards form																												
13	Application Period																												
14	Tribal governments develop application and work plans for \$250K in language preservation projects																												
15	Tribal governments contract with STEDC for \$250K																												
16	Funds not contracted by this date re-pooled and/or redistributed to current contracts w/ additional SOW																												
17	Language preservation projects underway																												
18	Local program advisory boards report progress to State Tribal Relations Committee (STRC)																												
19	MILP3 Funds available for drawdown																												
20	Tangible goods produced with MILP3 funds due to the Montana Historical Society																												
21	STRC submits performance report on MILP3 to 34th Legislature																												
22	64th Legislature convenes; STRIC submits formal report to Legislature																												
23	MILP3 legal notice of repeal filed																												
24	MILP3 terminates and unencumbered funds revert to the General Fund																												



MONTANA
DEPARTMENT OF COMMERCE

BUSINESS RESOURCES DIVISION

May 21, 2013

The Honorable Darrin Old Coyote
Chairman
Crow Nation
PO BOX 159
Crow Agency MT 59022

RE: Montana Indian Language Preservation Pilot Program

Dear Chairman Old Coyote,

This correspondence is to notify the Crow Tribe that a total \$2 million in Montana Indian Language Preservation Pilot Program funding as authorized by Senate Bill 342 is available through the State Tribal Economic Development Commission to the eight tribal governments, including the Little Shell Tribe. There is a very quick turnaround time on this program from implementation to required tangible goods production. Administrative rules are due by July 31, 2013. Tangible goods produced with the funding are due to the Montana Historical Society by September 15, 2014. Entities will have a little over a year to develop and complete tribal language preservation projects. With these deadlines in mind, the following paragraphs highlight the pertinent information that you need to know to participate in the program.

Administrative Rules-- The State Tribal Economic Development Commission in collaboration with partners including tribal governments and other entities listed in § Section 1 (2)(a) of Senate Bill 342 met on May 17, 2013 to develop Administrative Rules for the program. These rules were discussed by the group and voted on by the State Tribal Economic Development Commission. A public hearing is *tentatively* scheduled for Wednesday, June 26, 2013. The draft administrative rules can be viewed at www.tribal.mt.gov. Written comments on the proposed guidelines must be received by the program by 5:00m, July 4, 2013.

Local Program Advisory Board-- Each tribal government receiving program funds shall form local program advisory boards. ***Local program advisory board formation is critical to receiving program funding.*** The local program advisory boards are responsible for developing and adopting measurable and specific outcomes for their respective language preservation programs in collaboration with college tribal language instructors and individuals who evaluate applicants for licensure as a class 7 American

MEG O'LEARY, DIRECTOR

STEVE BULLOCK, GOVERNOR

Indian language and culture specialist. ***As soon as possible, please provide the Commission with a list of the local program advisory board members along with contact information (name, address, phone, and email) and a main point of contact for the Commission staff to engage.***

Guidelines-- The Commission and collaborators (including local program advisory program board members from each tribal government) will be drafting program guidelines that better delineate participation in the program. Recurring conference calls will be from 1:00 to 3:00pm every Wednesday, starting May 29, 2013 and ending by July 3, 2013. We encourage your local program advisory board members to participate in these conference calls. Board members may contact Heather Sobrepena-George at hsobrepena@mt.gov or by phone at (406) 841-2775 to be added to the distribution list for meetings, updates and inquiries.

We recognize that the program implementation timeline is short and thank you in advance for your participation. We are honored with the task of preserving and protecting the unique and distinct Indian languages of Montana for present and future generations.

Sincerely,



Shawn Real Bird
Chairman
State Tribal Economic Development (STED) Commission

Srb/hsg
Enclosure

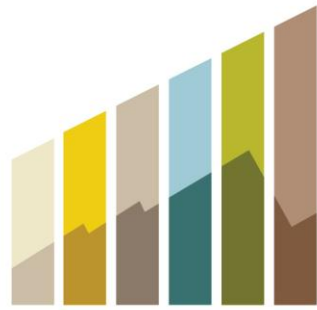
CC: Yolanda GoodVoice, STED Commission
AJ Not Afraid, Executive Secretary
Luke Enemy Hunter, Crow Language Preservation Program Advisory Board Member
Marlene Walking Bear, Crow Education Department
Melissa Holds the Enemy, Crow Tribe Legal Department
CJ Stewart, Crow Tribe Legislative Branch
Cordell Stewart, Crow Tribe Public Relations
Del Laverdure, Crow Tribe Legal Department
Tara Bird, Crow Tribal Secretary's Office
Rae Peppers, Legislator
Sharon Stewart-Peregoy,

MEG O'LEARY, DIRECTOR

STEVE BULLOCK, GOVERNOR

LOCAL PROGRAM ADVISORY BOARD MEMBERSHIP LIST (as of June26, 2013)

<u>Blackfeet</u>	<u>Chippewa Cree Tribe</u>	<u>Confederated Salish & Kootenai Tribes</u>	<u>Crow</u>	<u>Fort Belknap</u>	<u>Fort Peck</u>	<u>Little Shell</u>	<u>Northern Cheyenne</u>
	Stone Child College Board	Jamie Hamel Council Support Staff PO Box 278 Pablo MT 59855 (406) 407-5781 jami_h23@yahoo.com jamih@cskt.org	Dr. Luke Enemy Hunter lenemyhunter@crownations.net		Ramey Growing Thunder rgrowingthunder@gmail.com	Nicholas Vrooman sweetmthome@aol.com	Winfield Russell VP, Northern Cheyenne Tribe winfield.russell@cheyennenation.com (W) 406.477.4846
	Dr. Nate St. Pierre nrstpierre@gmail.com	Vernon Finley 38166 Mountain View Rd. Polson MT 59860 (406) 471-4384 cell (406) 849-5541 work vernon.finley@gmail.com				Leona Kienenberger leonakberger@yahoo.com	Marlene Redneck Tribal Council, Lame Deer district marlene.redneck @cheyennenation.com (W)406.477.4851
		Steve Lozar PO Box 278 Pablo MT 59855 (406) 675-2700 stevell@cskt.org				Gerald Gray Sr. ggraysr@gmail.com	Dr. Richard Littlebear President, Chief Dull Knife College rlbear@cdkc.edu (W) 406.477.6215
		Reuben Mathias PO Box 278 Pablo MT 59855 (406) 675-2700 reubenm@cskt.org				Darrell Rummel darrelr@bresnan.net	Mina Seminole Culture director, Chief Dull Knife College mseminole@cdkc.edu (W)406.477.6215
		Patricia Hewankorn PO Box 155 Elmo MT 59915 (406) 849-5441 x 7404 patriciah@cskt.org				Louella Fredricksen loulla_cf@yahoo.com	Conrad Fisher Tribal Historic Preservation Officer conrad.fisher@cheyennenation.com (W) 406.477.6284
		Tony Incashola PO Box 550 St. Ignatius, MT 59865 (406) 745-457? tonyi@cskt.org					Steve Brady Chairman Culture Commission steve.brady@cheyennenation.com (W) 406.477.4838
		Terry Pitts Councilman PO Box 278 Pablo MT 59855 (406) 871-9719 terryp@cskt.org					Hilda Moss Community member (W) 406.477.6284



MONTANA
DEPARTMENT OF COMMERCE

Montana Indian Language Preservation Pilot Program

Application Guidelines

Application Period: July 25, 2013 – September 30, 2013

2015 Biennium

Montana Indian Language Preservation Pilot Program (MILP³) Guidelines
Sections I, II, and III. (as approved by the State Tribal Economic Development Commission)

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V. CONTACT INFORMATION FOR QUESTIONS.....Error! Bookmark not defined.

Montana Indian Language Preservation Pilot Program (MILP³) Guidelines
Sections I, II, and III. (as approved by the State Tribal Economic Development Commission)

I. ABOUT THE PROGRAM

The *Montana Indian Language Preservation Pilot Program (MILP³)*, sponsored by Senator Jonathan Windy Boy as Senate Bill 342, demonstrates the State of Montana's commitment to protect American Indian cultural integrity by recognizing that languages (spoken, written, or in sign language form) are vital to the identity of tribal nations. Montana tribal languages are in a time of crisis through the loss of native speakers, writers, and signers. The tribes and the state have resources such as tribal colleges, councils, historic preservation offices, the Montana Historical Society, and Montana State Library to preserve and protect Montana tribal languages for this and future generations.

Collaborative administrative program rules were developed by tribal language preservation partners with a notification of adoption on July 25, 2013. During the 63rd Legislature, \$2 million in funding for the Montana Indian Language Preservation Pilot Program was approved in coordination with House Bill 2, and signed into law by Governor Bullock on May 5, 2013. These grant funds, contracted to the tribal governments for further distribution for local projects, support the respective language preservation efforts of each tribal government.

A. Notification to Tribal Governments and Interested Parties

The State Tribal Economic Development Commission shall notify the eight tribal governments, including the Little Shell Chippewa Tribe of the availability of \$2 million in Montana Indian Language Preservation Pilot Program funds no later than July 31, 2013.

B. State Tribal Economic Development Commission (Montana Department of Commerce) Contract with Tribal Governments

- (1) The governing bodies of each of Montana's eight tribal governments are the grantees with the State Tribal Economic Development Commission (Montana Department of Commerce) for the Montana Indian Language Preservation Pilot Program.
- (2) Tribal governments that are interested in contracting for the program funds shall enter into contract with the Commission (Montana Department of Commerce) no later than September 30, 2013.

C. Local Program Advisory Boards

- (1) Each tribal government receiving program funds shall form local program advisory boards.
- (2) Each local program advisory board shall work with college tribal language instructors and individuals who evaluate applicants for licensure as a class 7 American Indian Language and culture specialist to develop and adopt measurable and specific outcome requirements for their respective language preservation programs.
- (3) Members of a local program advisory board may include but are not limited to representatives, such as:
 - a. the governor's office of Indian affairs,
 - b. School districts located on reservations,
 - c. Tribal colleges,
 - d. Tribal historic preservation offices
 - e. Tribal language and cultural programs,
 - f. units of the Montana university system,

Montana Indian Language Preservation Pilot Program (MILP³) Guidelines

Sections I, II, and III. (as approved by the State Tribal Economic Development Commission)

- g. the Montana historical society,
 - h. the Office of public instruction,
 - i. Montana public television organizations,
 - j. school districts not located on reservations, and
 - k. the Montana state library.
- (3) Local program advisory boards are responsible for providing reports on expenditures on grant funds, overall program progress and other criteria as determined by the State Tribal Economic Development Commission to the State-Tribal Relations Committee at each meeting during the interim.

D. Funding Distribution and Availability

- (1) \$2 million in grant funds shall be available starting July 1, 2013 for a total of \$2 million for the biennium.
- (2) Any unencumbered funds shall revert to the general fund on June 30, 2015 with all tangible goods produced as a result of the funding due to the Montana Historical Society by September 15, 2014.
- (3) Program funds shall be equally distributed through a contract to each of the eight tribal governments, including the Little Shell Tribe.
- (4) Distribution of funds shall be governed by individual contracts between the Commission (Montana Department of Commerce) and each tribal government, including the Little Shell Tribe. The individual contracts shall specify the method of distribution from the Commission to the tribal government. Program objectives and requirements must be incorporated into the overall contract between each tribal government and the Commission.
- (5) Tribal governments may further distribute awarded funds directly to projects or through sub-recipient agreements or sub-contracts, complying with applicable laws, rules, policies, and regulations concerning, but not limited to, human rights. Civil rights, employment law, labor law, and contract law.
- (6) Funds not contracted by October 30, 2013 may be re-pooled and/or re-distributed to current contracts with an additional submitted scope of work.

E. Eligible Activities, Required Performance and Output Standards

- (1) Specific Indian language preservation activities **must** include:
 - a. Development of audio and visual recordings, or
 - b. Creation of dictionaries and other reference materials, including audio, visual, electronic, or written dictionaries, or
 - c. Creation and publication of curricula, which may include electronic curricula.
- (2) Furthermore, specific activities **may** include:
 - a. Language classes,
 - b. Language immersion camps,
 - c. Storytelling, or
 - d. Publication of literature, or
 - e. Other language preservation activities as determined by the respective local advisory boards.
- (3) Each local program advisory board shall work with college tribal language instructors and individuals who evaluate applicants for licensure as a class 7 American Indian language and culture specialist to adopt measureable and specific outcome requirements for their respective language preservation programs.

Montana Indian Language Preservation Pilot Program (MILP³) Guidelines
Sections I, II, and III. (as approved by the State Tribal Economic Development Commission)

F. Ineligible Activities

Funds may not be used to pay for any of the following activities or costs:

- (1) Operational or maintenance costs or expenses;
- (2) Financial expenses, including but not limited to interest expense, bond issuance costs, or any other debt-related costs or expenses;
- (3) Projects receiving funding for the same services, equipment, or goods through any other local, state, or federal grant or other funding program, except as necessary to fully fund the project; or
- (4) Projects involving a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

G. Use of Funds

- (1) Eligible uses of funds include:
 - a. Development of audio and visual recordings,
 - b. Creation of dictionaries and other reference materials, including audio, visual, electronic, written dictionaries,
 - c. Creation and publication of curricula, which may include electronic curricula.
 - d. Language classes,
 - e. Language immersion camps,
 - f. Storytelling,
 - g. Publication of literature, or
 - h. Other language preservation activities as determined by the respective local advisory boards.
- (2) Tangible goods must be produced or created as a result of the funding and should be noticeably different than previously produced language preservation goods.
- (3) Tangible goods produced are done so with public funds and as such should be available for fair use to the public; cultural and intellectual property rights belong to the tribe and may be negotiated between the tribe and partnering entities.
- (4) The total administrative fee that can be charged to the grant by the grantee (tribal government) is 5% of the total grant award for administration of the contract.

H. Program Deadlines

- (1) Project proposals may be submitted to each tribal government's local program advisory boards anytime on or after July 31, 2013 and are due on or before September 30, 2013.
- (2) Each local program advisory board shall provide reports to the state-tribal relations committee at each meeting during the interim.
- (3) Funds not contracted by October 31, 2013 can be re-allocated to current contracts with an additional scope of work.
- (4) Tangible goods are due to the Montana Historical Society by September 15, 2014.
- (5) Any remaining funds that are unencumbered as of June 30, 2015 revert to the general fund.

II. CONTRACTING AND PROJECT PROPOSAL REVIEW PROCESS

A. Project Proposal Review

The project proposal(s) shall be reviewed by the local program advisory board to determine if the proposal(s) meet the specific outcome requirements of their respective language preservation program.

Montana Indian Language Preservation Pilot Program (MILP³) Guidelines
Sections I, II, and III. (as approved by the State Tribal Economic Development Commission)

B. Local Program Advisory Board Approval

Once approved by the local program advisory board, the tribal government can further distribute funds via sub-recipient agreement(s) for language preservation projects according to the eligible uses of funds.

C. Incorporation of Application by Reference into Contract

Approved applications to the local program advisory board will be incorporated into the contract between the tribal government and the State Tribal Economic Development Commission (Section I (B)).

III. REPORTING

A. Reporting to the State-Tribal Relations Committee

Reports shall be required to be submitted to the state-tribal relations committee at each meeting during the interim.

B. Report Content

Local program advisory boards to submit written reports on:

- (1) Expenditures (including any unused funds) and
- (2) overall program progress in relation to measureable and specific outcome requirements contained in the contract,

C. Copy of Each Report to the State Tribal Economic Development Commission

A copy of each report provided to the State-Tribal Economic Development Commission for the purposes of determining payment disbursement.

IV. ADMINISTRATIVE PROCEDURES AND REQUIREMENTS

A. Accounting of Funds Recipients shall use an accounting system that conforms to Generally Accepted Accounting Principles (GAAP), in accordance with Section 18-4-311, MCA.

B. Disbursement of Funds Basic documentation to request funds are:

- (1) Designation of Depository Form (Appendix B)
- (2) Signature Certification Form (Appendix C)
- (3) Request for Payment Form (Appendix D)
- (4) Sub-recipient Agreement(s) Template (Appendix E)
- (5) Additional documentation and notification must accompany midterm and final payment requests as delineated in the following subsection C. Payment Schedule (2)(a),(b), and (3)(a)(b)(c).

C. Payment Schedule Payment for approved expenses under the contract shall be paid in accordance to the disbursement schedule listed below. For an award of \$250,000, the schedule of payments would be as follows:

- (1) **Initial Drawdown/Payment #1** – up to \$62,500 (25%) of the award shall be available upon contract execution (beginning on or after July 1, 2013) in conjunction with the receipt of the required:
 - a. Designation of Depository Form (Appendix B),
 - b. Signature Certification Form (Appendix D), and
 - c. Request for Payment Form (Appendix D).
- (2) **Mid-contract Payment(s)** – up to \$62,500 (25%) of the award shall be available for each mid-contract draw(s) upon:
 - a. Receipt of the required expenditure and progress report(s) and any requested follow-up information submitted to and accepted as sufficient by the State-Tribal Interim Relations Committee,
 - b. In conjunction with the receipt of a completed Request for Payment Form (Appendix D).
- (3) **Final Payment** - up to \$62,500 (25%) or the remaining amount of the total contract shall be available for draw upon:
 - a. Notification from the Montana Historical Society that the proposed tangible goods produced have been received for preservation and archival purposes by the submittal deadline, and
 - b. Receipt of all required expenditure and progress reports and requested follow-up information submitted to and accepted as sufficient by the State-Tribal Relations Committee, and
 - c. In conjunction with receipt of a completed Request for Payment Form (Appendix D)

D. Insurance Requirements

- (1) **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.
- (2) **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

Montana Indian Language Preservation Pilot Program (MILP³) Guidelines ---DRAFT---

Sections IV and V

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.

- (3) **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.
- (4) **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.

E. Public's Right to Know Contracts that are funded are subject to disclosure, in response to requests received under provisions of the Montana Constitution (Art. II, § 9). Information that could reasonably be considered to be proprietary, privileged, or confidential in nature should be identified as such in the contract. The Department shall maintain the confidentiality of that information only to the extent permitted by law.

F. Compliance with Laws In performing the work on the project, the grantee must comply with all applicable tribal, state, federal, and local laws, ordinances, and regulations, including any necessary cultural review, and obtain all permits, licenses, etc., required to perform the project. If the program funds are used in conjunction with funds from federal sources, compliance with additional federal regulations and laws may apply.

G. Return of Funds The Grantee shall return to the Department any and all funds that are determined by the Department to have been spent in violation of the grant contract. In addition, any reports mentioned in the **Reporting** section of these guidelines that have not been received by the State-Tribal Relations Committee shall result in the grantee not receiving any remaining payments. Furthermore, if the work or the project is determined to not have been performed or completed as contracted, the Department reserves the right to declare a default on the contract and demand any and all funds of the contract to be returned to the Department.

H. Changes in Scope of Work Any proposed or requested changes to the original scope of work must be submitted in writing to and approved by the local program advisory board and forwarded on to the Department for inclusion in the contract as an attachment.

I. Contract Extensions Any requested contract extensions must be submitted in writing via facsimile, email or regular mail and received by the Department by 5:00 pm Mountain Standard Time on or before the 30th working day prior to the expiration date of the contract.

V. CONTACT INFORMATION FOR QUESTIONS

If you have questions regarding the *Montana Indian Language Preservation Pilot Program* guidelines or application other aspects of the Program, contact:

State Tribal Economic Development Program

Program Manager

301 South Park Avenue

PO Box 200505

Helena MT 59620-0505

Telephone (406) 841-2821

Fax (406) 841-2731

Email address: <STEDC Email Address>

APPENDIX A: APPLICATION FORM
MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM (MILP³)
****TEMPLATE****

I APPLICANT INFORMATION	
Name of Eligible Applicant	
Federal Tax ID Number	
Authorized Applicant Preparer:	Name
	Title
Address of Applicant:	
Physical Address	
Mailing Address	
City	
ZIP	
County	
Phone Number	()- -
Email Address	
Fax Number	()- -

II. PROJECT SUMMARY INFORMATION		
Name of Project		
Proposed Use of MILP ³ Funds: (Please check all that apply.)	<input type="checkbox"/> Language classes	<input type="checkbox"/> Curricula
	<input type="checkbox"/> Dictionary/Reference material	<input type="checkbox"/> Recordings
	<input type="checkbox"/> Publication of literature	<input type="checkbox"/> Storytelling
	<input type="checkbox"/> Other eligible language preservation activity	
Project Location		
Total Project Cost		
Amount of MILP ³ Funds Requested		
Total Cash Match (if applicable)		
Total In-kind Contribution (if applicable)		
Name of Assisted Entity (if applicable)		

III. DETAILED PROJECT DESCRIPTION
<p><i>Answer the following questions:</i></p> <ul style="list-style-type: none"> • WHAT is the nature of the proposed activity and expected outcome? • WHO is involved in carrying out the project and describe their specific roles? <i>Specify if outside professional services will be procured.</i> • WHERE will the proposed activities take place? • WHEN will these proposed activities occur? • WHY are the proposed activities important for language preservation? • HOW will the applicant meet the measureable and specific outcome language preservation requirements of the local program advisory board?

IV. PROJECT OBJECTIVES & DELIVERABLES
<p><i>Please describe, in detail, the tangible goods that will be produced and ready for delivery to the Montana Historical Society by September 15, 2015.</i></p>

APPENDIX A: APPLICATION FORM
MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM (MILP³)

****TEMPLATE****

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V. PROJECT TIMELINE

*Please provide timeline for **when** the project tangibles (deliverables) will be completed. Please include project start-up or preparation activities, procurement of professional assistance activities (if applicable), project implementation and execution, and project closeout and their estimated date of completion.*

--

VI. PROJECT SOURCES & USES OF FUNDS

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

USES	SOURCE: MILP ³	SOURCE: (Match)	SOURCE: (In-kind)	SOURCE:	TOTAL
Curricula creation & publication					
Connectivity					
Creation/Publication/Production					
Equipment					
Language Immersion Camps					
Professional Services					
Recording					
Research/Survey					
Restoration/Preservation					
Repository/ Collection					
Research/Development					
Software/Technology					
Storytelling					
Supplies					
Training/Classes					
Travel					
Other:	_____	_____	_____	_____	_____
TOTAL PROJECT	=====	=====	=====	=====	=====

Description of Expense Assumptions: please describe in detail how costs are derived for each applicable language preservation expense in the space provided below.

Curricula creation & publication	
Connectivity	
Creation/Publication/Production	
Equipment	
Language Immersion Camps	
Professional Services	
Recording	

APPENDIX A: APPLICATION FORM
MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM (MILP³)

****TEMPLATE****

Research/Survey	
Restoration/Preservation	
Repository/ Collection	
Research/Development	
Software/Technology	
Storytelling	
Supplies	
Training/Classes	
Travel	
Other:	

VII. ADMINISTRATIVE STRUCTURE AND PROJECT MANAGEMENT

- *Please provide information for key staff and qualifications.*
- *All applicants must have the management capacity to undertake and satisfactorily complete the project applied for; and assure proper management of Program funds.*
- *Grant recipients must have the capacity to specifically assure proper tracking and recording of the use of MILP³ funds, including specific information about all subcontractors engaged in any work funded by a program grant.*
- *Only include contact information for individuals if it is different than the contact information in Section I.*

Project Contact Person	Name:	
	Title:	
Mailing Address		
City		
ZIP		
Phone Number	()-	-
Email Address		
Fax Number	()-	-
Qualifications		

Project Reporting Person	Name:	
	Title:	
Mailing Address		
City		
ZIP		
Phone Number	()-	-
Email Address		
Fax Number	()-	-

Alternate Project Contact	Name:	
	Title:	
Mailing Address		
City		

APPENDIX A: APPLICATION FORM
MONTANA INDIAN LANGUAGE PRESERVATION PILOT PROGRAM (MILP³)

****TEMPLATE****

ZIP	
Phone Number	()- -
Email Address	
Fax Number	()- -

VIII. CERTIFICATION BY APPLICANT TO LOCAL PROGRAM ADVISORY BOARD

As the responsible authorized agent of _____, I hereby submit this Montana Indian Language Preservation Pilot Program Application, and will comply with all requirements set out in the MILP³ program guidelines in the implementation of this project.

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

_____ will accept responsibility for management of the project and compliance with Montana Indian Language Preservation Pilot Program regulations, and is the authorized contact for the release of additional information and/or documentation regarding this application.

Designated Authority

Name (typed):

Title (typed):

Signature:

Date:

APPENDIX B: DESIGNATION OF DEPOSITORY FORM
Montana Indian Language Preservation Pilot Program (MILP³)
FOR DIRECT DEPOSIT OF MILP³ FUNDS

DESIGNATION OF DEPOSITORY FORM AND INSTRUCTIONS	
<i>Instructions: Please fill out the following form completely. Make certain that there are no erasures, corrections or correction fluid on this form. All signatures must be in ink. Any questions, please contact the State Tribal Economic Development Commission Program Manager at (406) 841-2821.</i>	
Item #	Information Needed (Items 1-7 to be completed by MILP ³ Program Grantee)
1	Enter complete address of depository (bank) designated to receive funds.
2	Enter bank routing number, bank account number and account name where MILP ³ funds are to be deposited.
3	Enter name of MILP ³ Grantee
4	Enter complete address of MILP ³ Grantee.
5	Enter signature and title of Tribal Chairperson or Chief Financial Officer for MILP ³ Grantee.
6	Enter printed name of Tribal Chairperson or Chief Financial Officer for MILP ³ Grantee.
7	Enter date form was signed by Tribal Chairperson or Chief Financial Officer for MILP ³ Grantee.
(Items 8-14 to be completed by Bank)	
8	Enter account name and account number as in #2 above.
9	Enter name of depository (bank) as in #1 above.
10	Enter mailing address of bank.
11	Enter signature of authorized bank officer.
12	Enter title of authorized bank officer for depository.
13	Enter printed name of authorized bank officer for depository.
14	Enter date form signed by authorized bank officer.

APPENDIX B: DESIGNATION OF DEPOSITORY FORM
Montana Indian Language Preservation Pilot Program (MILP³)
FOR DIRECT DEPOSIT OF MILP³ FUNDS

SECTION 1 (To be completed by the MILP³ GRANTEE)

The (1) _____
Name, Address and Zip Code of Grantee's Bank

Has been designated as the depository for all funds to be received from the Montana Department of Commerce resulting from an MILP³ Grant for deposit to:

(2) _____

<i>Routing Number</i>	<i>Accounting Number</i>	<i>Account Name</i>
-----------------------	--------------------------	---------------------

(3) _____
Name of Grantee

(4) _____
Address, City, State, ZIP

(5) X _____

<i>Signature of Tribal Chairperson or Chief Financial Officer</i>	<i>Title</i>
---	--------------

(6) _____ (7) _____

<i>Printed Name of Tribal Chairperson or Chief Financial Officer</i>	<i>Date</i>
--	-------------

SECTION 2 (To be completed by the BANK)

The account identified in Section 1 has been established with this bank. All necessary documentation, including a power of attorney where necessary, which will legally enable this depository to receive electronic transfers from the State of Montana for deposit to:

(8) _____

<i>Account Name</i>	<i>Account Number</i>
---------------------	-----------------------

Without the payee's endorsement have been received and are in this depository's custody.

(9) _____ (10) _____

<i>Name of Bank</i>	<i>Address, City, State, ZIP</i>
---------------------	----------------------------------

I confirm the identity of the above-named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified in accordance with 31 CFR parts 240, 209 and 320.

(11) _____ (12) _____

<i>Signature of Authorized Bank Officer</i>	<i>Title of Authorized Bank Officer</i>
---	---

(13) _____ (14) _____

<i>Printed Name of Authorized Bank Officer</i>	<i>Date</i>
--	-------------

Please retain a photocopy for your records and mail the original to:

State Tribal Economic Development (STED) Commission
 Montana Department of Commerce
 PO Box 200505
 Helena MT 59620-0505

APPENDIX C: SIGNATURE CERTIFICATION FORM
Montana Indian Language Preservation Pilot Program (MILP³)

AUTHORIZED SIGNATURES

This is to certify that the following officials (**please name at least two**) are authorized to sign requests for funds from the Montana Indian Language Preservation Pilot Program:

_____	X	
-------	----------	--

NAME AND TITLE	SIGNATURE	DATE
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-------	--	--

	X	
--	----------	--

NAME AND TITLE	SIGNATURE	DATE
----------------	-----------	------

-------	--	--

	X	
--	----------	--

NAME AND TITLE	SIGNATURE	DATE
----------------	-----------	------

_____ **understands that any two of the above signatures must sign each request for funds.**
(insert Tribe's name)

TRIBAL CHAIRPERSON OR CHIEF FINANCIAL OFFICER SIGNATURE

NOTE: The signature below must be notarized.

-------	--	--

	X	
--	----------	--

NAME AND TITLE	SIGNATURE	DATE
----------------	-----------	------

NOTARY

SUBSCRIBED AND SWORN TO, before me, a Notary Public for the State of Montana on

_____	_____	_____	X
-------	-------	-------	----------

Day	Month	Year	Notary Public for the State of Montana
-----	-------	------	--

(Notary Seal)	<p>Please retain a photocopy for your records and mail original to:</p> <p>STED Commission Program Manager Montana Department of Commerce PO Box 200505 Helena, MT 59620-0505</p>
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APPENDIX D: REQUEST FOR PAYMENT FORM
Montana Indian Language Preservation Pilot Program (MILP³)

REQUEST FOR FUNDS

On behalf of the _____ *_(insert Tribe's name here)_*, a request is hereby made for a draw of funds from the Montana Indian Language Preservation Pilot Program contract number MT-STEDC-14- _____. In the amount of _____.

REQUESTED BY

(This Request for Funds **must include two of the authorized signatories** designated on the Signature Certification Form which is on file).

	X	
NAME AND TITLE	SIGNATURE	DATE
	X	
NAME AND TITLE	SIGNATURE	DATE

Please retain a photocopy for your records and mail original to:

STED Commission Program Manager
 Montana Department of Commerce
 PO Box 200505
 Helena, MT 59620-0505

SAMPLE SUB-RECIPIENT AGREEMENT
(For non-RLF agreements)

THIS AGREEMENT is entered into this ____ day of _____, 20____, by The <ENTER TRIBAL GOVERNMENT NAME>, herein referred to as the Tribal Government and <ENTER SUBRECIPIENT NAME>, a nonprofit entity herein referred to as the “Sub-recipient.”

WITNESSETH THAT:

WHEREAS, <ENTER TRIBAL GOVERNMENT NAME> is the recipient of a Montana Indian Language Preservation Pilot Program grant by the State Tribal Economic Development Commission, Montana Department of Commerce, Business Resources Division herein referred to as “the Department,” and

WHEREAS, the purpose of the grant is to (name activities) for the tribal members of <ENTER TRIBAL GOVERNMENT NAME>,, and

WHEREAS, the <ENTER TRIBAL GOVERNMENT NAME>,, desires to sub-grant the MILP3 funds to the Sub-recipient and engage the Sub-recipient to (name activities) on the <ENTER TRIBAL GOVERNMENT NAME>s behalf, and

WHEREAS, the Department has required the <ENTER TRIBAL GOVERNMENT NAME>, to enter into a Sub-recipient agreement with the Sub-recipient specifying the terms and conditions of the <ENTER TRIBAL GOVERNMENT NAME>, delegation of certain MILP3 responsibilities to the Sub-recipient, and

WHEREAS, <ENTER SUBRECIPIENT NAME>, is qualified to undertake language preservation activities on behalf of the <ENTER TRIBAL GOVERNMENT NAME>,

WHEREAS, the parties to this Agreement understand that neither of them has in any way, expressly or impliedly, abrogated any of its individual powers, and further agree that this Agreement does not create any new organization or legal entity.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set out in this Agreement, the parties agree as follows:

A. SPECIAL PROVISIONS. The <ENTER TRIBAL GOVERNMENT NAME> agrees, under the terms and conditions of this Agreement, to sub-grant the use of MILP3 funds for (name of activities) performed by the <ENTER SUBRECIPIENT NAME>.

B. INDEPENDENT SUB-RECIPIENT. It is understood by the parties hereto that the Sub-recipient is an independent Sub-recipient and that neither its principals nor its employees, if any, are employees of the <ENTER TRIBAL GOVERNMENT NAME> for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that pursuant to section 39-71-401, MCA, the Sub-recipient has obtained,

and will maintain at its expense for the duration of this Contract, coverage in a workers' compensation plan for its principals and employees for the services to be performed hereunder.

C. COMPENSATION.

For the satisfactory completion of the services to be provided under this Contract, the <ENTER TRIBAL GOVERNMENT NAME> will pay the Sub-recipient a sum not to exceed \$ _____ as in the manner set forth in the attached Exhibit _____, which by this reference is made a part of this contract. Each specific service the Sub-recipient will provide under this contract, and the maximum amount that the <ENTER TRIBAL GOVERNMENT NAME> will pay the Sub-recipient for each of these services, is set forth in the attached Exhibit _____.

The amount to be paid will be calculated according to the hourly billing rates for the various personnel as described in Exhibit _____. The Sub-recipient may submit monthly requests for payment, based on actual work performed, which must be accompanied by an itemized invoice describing the services furnished, the number of hours worked to accomplish each item, the amount being billed for each item, a description of any other eligible expenses incurred during the billing period, and the total amount being billed.

D. SCOPE OF SERVICES. The Sub-recipient will perform the scope of services contracted in the MILP3 contract # _____.

It is understood and agreed by the parties that the services of the Sub-recipient do not include any of the following: the disbursement or accounting of funds distributed by the <ENTER TRIBAL GOVERNMENT NAME>'s financial officer, legal advice, fiscal audits or assistance with activities not related to the MILP3 project.

1. The Sub-recipient will be responsible for all facets of the MILP3 project as described in the <ENTER TRIBAL GOVERNMENT NAME>'s MILP3 contract.

2. During the term of this Agreement, the Sub-recipient will maintain reasonable records of its performance under this Agreement in a manner consistent with generally accepted accounting principles. The Sub-recipient will allow the <ENTER TRIBAL GOVERNMENT NAME>'s authorized representatives and the Department access to these records at anytime during normal business hours. At the request of the <ENTER TRIBAL GOVERNMENT NAME> or the State Tribal Relations Committee, the Sub-recipient will submit to the <ENTER TRIBAL GOVERNMENT NAME> or the Department, in the format prescribed by the <ENTER TRIBAL GOVERNMENT NAME> or the Department, status reports on its performance under this agreement.

3. If the Sub-recipient ceases to exist or an Event of Default occurs, all grant funding on hand and accounts or notes receivable related to this agreement, will revert to the Department.

E. DURATION OF THE AGREEMENT. This Agreement will become effective upon signature by the <ENTER TRIBAL GOVERNMENT NAME> and <ENTER LOCAL PROGRAM ADVISORY BOARD NAME> Board of Directors approval, and approval by the State Tribal Economic Development Commission.

This Agreement will terminate if either party fails to meet the conditions of this Agreement or if an Event of Default occurs.

F. ADMINISTRATION. For the purposes of implementing this Agreement, the <ENTER TRIBAL GOVERNMENT NAME> will appoint a project liaison that will work with the Sub-recipient. The parties will meet as necessary to provide for the efficient and smooth implementation of this Agreement and the activities contained herein. This Agreement will run concurrently with the Management Plan, which governs the management of the initial MILP3 grant, and will follow the Management Plan for issues related to the initial grant.

G. CONFLICT OF INTEREST. The Sub-recipient covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the MILP3 project which would conflict in any manner or degree with the performance of its services hereunder. The Sub-recipient further covenants that, in performing this Contract, it will employ no person who has any such interest.

H. DOCUMENTS INCORPORATED BY REFERENCE. THE <ENTER TRIBAL GOVERNMENT NAME>'s application to the Department for MILP3 funding, dated _____, 20__, and all applicable federal and state statutes and regulations are incorporated into this Contract by this reference and are binding upon the Sub-recipient.

I. NONDISCRIMINATION. The Sub-recipient will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

J. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Sub-recipient pursuant to this Contract are the property of the <ENTER TRIBAL GOVERNMENT NAME> and the Department which have the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any reuse without written verification or adaptation by the tribal government for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the tribal government. No material produced in whole or in part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the <ENTER TRIBAL GOVERNMENT NAME> and the Department. Tangible goods produced are done so with public funds and as such should be available for fair use to the public; cultural and intellectual property rights belong to the tribe and may be negotiated between the tribal government and partnering entities.

K. REPORTS AND INFORMATION. The Sub-recipient will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the <ENTER TRIBAL GOVERNMENT NAME> to assure proper accounting for all project funds. These records will be made available for audit purposes to the <ENTER TRIBAL GOVERNMENT NAME> or its authorized representative, and will be retained for three years after receipt of final payment for the services rendered under this Contract.

M. ACCESS TO RECORDS. It is expressly understood that the Sub-recipient's records relating to this Contract will be available during normal business hours for inspection by the <ENTER TRIBAL GOVERNMENT NAME>, the Department, and when required by law, the Montana Legislative Auditor and Legislative Fiscal Analyst.

N. INDEMNIFICATION. The Sub-recipient waives any and all claims and recourse against the <ENTER TRIBAL GOVERNMENT NAME>, including the right of contribution of loss or damage to person or property arising from, growing out of, or in any way connected with or incidental to the Sub-recipient's performance of this Agreement, except claims arising from the concurrent or sole negligence of the <ENTER TRIBAL GOVERNMENT NAME> or its officers, agents or employees. The Sub-recipient will indemnify, hold harmless, and defend the <ENTER TRIBAL GOVERNMENT NAME> against any and all claims, demands, damages, costs, expenses, or liability arising out of the Sub-recipient's performance of this Agreement except for liability arising out of the concurrent or sole negligence of the <ENTER TRIBAL GOVERNMENT NAME> or its officers, agents, or employees.

O. TERMINATION OF AGREEMENT. If any of the following events occur, the <ENTER TRIBAL GOVERNMENT NAME> may, in its sole discretion, declare such event a default under this Agreement:

1. Any representation or warranty made by the Sub-recipient in this Agreement or in any request or certificate or other information furnished to the <ENTER TRIBAL GOVERNMENT NAME> under this Agreement proves to have been incorrect in any material respect; or
2. The Sub-recipient fails in any material respect to carry out its obligations under its proposal to the <ENTER TRIBAL GOVERNMENT NAME> for the assistance provided under this Agreement.

If the Sub-recipient fails to perform any of its duties under this Agreement or if any event of default occurs, the <ENTER TRIBAL GOVERNMENT NAME> may declare the Sub-recipient to be in default and thereafter give the Sub-recipient written notice setting forth the action or inaction which constitutes the default and giving the Sub-recipient 45 days in which to correct the default. If the Sub-recipient fails to correct the default within 45 days of receipt of this notice, the <ENTER TRIBAL GOVERNMENT NAME> may notify the Sub-recipient in writing that any amount that is payable under this Agreement is due

and payable in full within 45 days and this Agreement is terminated.

It is agreed by the parties that the provisions of this Agreement provide for reasonable and sufficient notice to be given to the Sub-recipient in case of the Sub-recipient's failure to comply with any of its covenants and that this notice is sufficient for the Sub-recipient to rectify its actions or inactions of default.

The waiver by the <ENTER TRIBAL GOVERNMENT NAME> of any default by the Sub-recipient does not constitute a waiver of a continuing breach or a waiver of a subsequent breach. Any agreement contrary to this Agreement is not binding upon either party unless it is in writing and signed by both parties.

P. CONSTRUCTION AND VENUE.

This Agreement will be construed under and governed by the laws of the State of Montana. The <ENTER TRIBAL GOVERNMENT NAME> and the Sub-recipient agree that performance of this Agreement is in the County of <ENTER COUNTY>, State of Montana and that in the event of litigation concerning it, venue is in the District Court of the ____th Judicial District in and for the County of _____, Montana.

Q. ELIGIBILITY. The Sub-recipient certifies that the Sub-recipient's firm and the firm's principals are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in state-funded activities.

This Sub-recipient Agreement has been approved by The <ENTER TRIBAL GOVERNMENT NAME> Council Members via Resolution No. _____ and <ENTER TRIBAL GOVERNMENT NAME> Local Program Advisory Board of Directors.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed.

<ENTER TRIBAL GOVERNMENT NAME>:

<ENTER LOCAL PROGRAM ADVISORY BOARD NAME>

(Name of Chair/President)

(Name of Director)

Date

Date

Attest:

Attest:

(ATTACH ANY EXHIBITS HERE)

Exhibit "A" – MILP3 Grant Contract between the Department of Commerce & the <ENTER TRIBAL GOVERNMENT NAME>

Exhibit "B" – Management Plan for the Project (between the <ENTER TRIBAL GOVERNMENT NAME> and the Sub-recipient, as approved by the Department of Commerce)

DRAFT