

TENTH LEGISLATURE
OF THE
CHEYENNE AND ARAPAHO TRIBES
REGULAR SESSION
JUNE 14, 2025
LCR, CONCHO, OK

RESOLUTION:	A Resolution to move to Phase II of the EPA Methane Mitigation and Consulting Project.
RESOLUTION NO:	10L-RS-2025-05-008
DATE INTRODUCED:	April 7, 2025
SPONSOR:	Rector Candy, District A4
CO-SPONSOR:	Diane Willis, District A1

LEGISLATIVE HISTORY:

[NOTE: Resolution 10L-RS-2025-05-008 was tabled during the May 10, 2025 Regular Session and was removed from the table for consideration and passage at the June 14, 2025 Regular Session].

SUBJECT: A Resolution to move to Phase II of the EPA Methane Mitigation and Consulting Project.

WHEREAS: The Cheyenne and Arapaho Tribes are a federally recognized Indian tribe organized pursuant to a Constitution approved by tribal membership on April 4, 2006, and approved by the Secretary of the Interior; and

WHEREAS: Article VI, Section 5(a) of the Constitution provides that Legislative power shall reside with the Legislature; and

WHEREAS: Article VI, Section 5(a) of the Constitution grants the Legislature the “power to make all laws and resolutions in accordance with the Constitution which are necessary and proper for the good of the Tribes;” and

WHEREAS: Article VII, Section 4(d) of the Constitution requires that the Legislature or Tribal Council give prior authorization for the signing of contracts by the Governor; and

WHEREAS: The Legislature has the Constitutional obligation and public responsibility to the Tribes to oversee the Tribes’ operations in order to establish and promote justice, establish guidance and direction for the government, and advance the general welfare of the Tribes; and

WHEREAS: The Cheyenne and Arapaho Tribes entered into an agreement with Buffalo Environmental LLC for the EPA Methane Mitigation and Consulting Project to provide professional services, including leak detection surveys for wells in seven counties and assistance with the Treatment as State (TAS) Plan submission to the EPA; and

WHEREAS: The Cheyenne and Arapaho Tribes now wish to amend said agreement with Buffalo Environmental LLC in certain respects.

NOW BE IT RESOLVED that the Tenth Legislature of the Cheyenne and Arapaho Tribes hereby appropriates \$240,000 from Tax Commission to Buffalo Environmental, LLC for Phase II of the EPA Methane Mitigation and Consulting Project and authorizes the Governor to sign the amended Agreement, attached hereto and made a part hereof.



Kendricks Sleeper,
Speaker of the Tenth Legislature
Cheyenne and Arapaho Tribes

ATTEST:

I, Jodi White Buffalo, Legislative Clerk, hereby certify that the foregoing is a True and Accurate Copy of the Original Bill No. 10L-RS-2025-05-008 which was acted upon by the Legislature of the Cheyenne and Arapaho Tribes in the Tenth Legislature Regular Session, by a roll call vote on the 14th day of June 2025, by a vote.

VOTE RECORD:

DISTRICT	LEGISLATOR	YES	NO	ABSTAIN	ABSENT
A1	Diane Willis	✓			
A2	Kendricks Sleeper	✓			
A3	Travis Ruiz				✓
A4	Rector Candy	✓			
C1	Bruce Whiteman, Jr.	✓			
C2	George Woods	✓			
C3	Thomas Trout				✓
C4	Byron Byrd	✓			
TOTAL		6			2
Passes (X) Fails () Tabled () Allowed to Die () No Action ()					



Jodi White Buffalo, Legislative Clerk
Tenth Legislature, Cheyenne and Arapaho Tribes



ATTEST:


Pursuant to Article VI, Section 7, subsection (a)(iv) of the Tribes Constitution reads in part: "All Bills passed by the Legislature shall be presented to the Governor for signature or veto. All laws shall take effect thirty days after signature by the Governor or veto override by the Legislature unless any Member of the Tribes submits to the Coordinator of the Office of Tribal Council a petition signed by at least one hundred fifty Members of the Tribal Council seeking to repeal the law or resolution at the next Tribal Council meeting. If the Tribal Council fails to repeal such law or resolution at the next Tribal Council where the matter has been properly placed on the agenda for the Tribal Council meeting, such law or resolution shall become effective immediately."

Pursuant to Article VII, Section 4, subsection (g) of the Tribes Constitution reads: "The Governor shall have the power to sign any enactment passed by the Legislature into law or to veto any enactment passed by the Legislature within ten days of passage with a written explanation of any objections; and if the Governor takes no action within ten days, then the enactment shall become law in accordance with this Constitution."

{ ☒ } APPROVED

{ ☐ } VETOED: Attachment ____; Governor's written explanation of any objections.

On the 14th day of June, 2025.


Reggie Wassana, Governor
Cheyenne and Arapaho Tribes



TRANSMITTAL OF DOCUMENTS:

From the Legislative Branch to the Office of Records Management

ATTEST:

Pursuant to Article VI, Section 7, subsection (a)(v), of the Tribes Constitution reads, "The Office of Records Management shall compile all Laws and Resolutions into a comprehensive Code in an orderly manner that shall be published annually."

Office of Records Management Staff, hereby certify that the foregoing is a True and Accurate Original Resolution No. 10L-RS-2025-05-008.

Space below is reserved for Stamp:

Received (Date) Office of Record Management



Signature: Cheryl Blind

Print Name: Cheryl Blind

Title: Office of Records Management Director

Date: 6/16/2025

Office of Records Management
Department of Administration, Executive Branch
Cheyenne and Arapaho Tribes



PROJECT MANAGEMENT CONSULTANT AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made as of 06/14/2025 (the "Effective Date"), by and between the Cheyenne and Arapaho Tribes, a federally recognized Indian tribe ("Client"), and Buffalo Environmental, LLC, an Oklahoma limited liability Tribal company registered with the Cheyenne and Arapaho Tribe ("Consultant"), for the establishment and operation of the Cheyenne and Arapaho Office of Environmental Quality as described herein.

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

- 1. SCOPE OF SERVICES; PROGRESS REPORTS AND INVOICES:** Consultant's Scope of Services (Services) to Client shall consist of those tasks for the Project described in **Appendix A** (Scope of Services), which is attached and made part of this Agreement.

For the satisfactory performance of the services described in this Agreement and as further delineated in Appendix A, the Client shall compensate the Consultant as follows:

- A. The Client shall pay Consultant a total retainer of Two Hundred Forty Thousand Dollars (\$240,000.00), which shall serve as the primary funding mechanism for Consultant to perform administrative, operational, and oversight responsibilities in support of the establishment and functioning of the Cheyenne and Arapaho Environmental Protection Commission (EPC). This retainer shall be payable in accordance with the invoicing terms set forth in Appendix B and shall cover services including, but not limited to:
 - Administrative support for permitting, inspection, and enforcement activities;
 - Development of procedures, workflows, forms, and regulatory frameworks;
 - Monthly reporting and coordination with the EPC and Tribal leadership;
 - Internal document management and compliance tracking.

In lieu of a per-well inspection rate previously stated as \$60.00 per inspection, Consultant shall instead be compensated on a contingency fee basis equal to thirty percent (30%) of all revenues generated by the EPC as a direct result of Consultant's services. Such revenues shall include, but are not limited to:

- Fines, penalties, or settlement amounts arising from enforcement actions against regulated entities;
- Permit application and issuance fees;
- Inspection fees for regulated facilities or infrastructure;
- Review fees for environmental or engineering submissions;
- Administrative surcharges, late fees, and regulatory cost-recovery assessments;

- Any other revenues collected by or through the EPC in the course of its environmental protection and regulatory activities.
 - B. Consultant shall submit itemized monthly invoices that summarize all administrative activities performed under the retainer, as well as a report of contingency-based revenues attributable to Consultant's efforts. The Client shall remit payment within ten (10) days of the date of each invoice, in accordance with and subject to the terms of Appendix B. Invoices shall conform to any reasonable format or documentation requirements specified by the Client.
 - C. It is acknowledged and anticipated by the parties that funding for the administrative retainer and other expenses incurred by the Client under this Agreement may be recoverable through EPA grants or similar federal assistance programs. Notwithstanding such recovery, the Client remains primarily responsible for timely payment of all compensation owed to Consultant under this Agreement.
2. **TERM:** The initial term of this Agreement shall commence on the Effective Date and continue for thirty-six (36) months thereafter (the "Initial Term"). If no cancellation notice is provided by either party during the thirty-fifth (35th) month, the Agreement shall automatically renew for an additional thirty-six (36) month term. Either party may elect to terminate at the conclusion of the Initial Term by providing written notice at least thirty (30) days prior to the end of the thirty-fifth (35th) month.
3. **SCHEDULE:** Services under this Agreement shall begin upon notice to proceed sent by Client to Consultant within Fourteen Days (14) days after the Effective Date and be completed in accordance with the Project schedule set forth in **Appendix C**, and any subsequent revisions agreed to by the parties in an amendment hereto.
4. **RESPONSIBILITY OF CONSULTANT:**
- A. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise errors or deficiencies in its designs, drawings, specifications, and other services when such errors or deficiencies are identified by Client in a written notice within six (6) months after delivery thereof by Consultant to Client.
 - B. Neither Client's review, approval or acceptance of, or payment for, services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to Client for its obligations hereunder subject to the terms hereof.
 - C. Consultant shall appoint an individual acceptable to Client to serve as Consultant's Project Manager and primary contact for the day-to-day activities of Consultant under this Agreement. During the Term of this Agreement, Consultant shall be available for consultation at such times and at such location as Client from time to time may direct.
 - D. Consultant shall not make changes to key personnel designated in its proposal for the Project without the Client's prior approval which shall not be unreasonably withheld. Approval by Client of any personnel or subcontractor shall not relieve Consultant of its liability or responsibility for the proper performance of the Services under this Agreement.

- E. Consultant agrees to conduct its services hereunder in accordance with all applicable Federal and State laws, regulations, and local ordinances. Consultant shall indemnify and hold Client harmless from any and all fines, penalties, costs, or liability arising from Consultant's failure to comply with all applicable laws.
 - F. Consultant represents and warrants to Client that it is licensed and authorized, and holds required permits (if applicable), to perform the services required by Attachment A in any jurisdiction covered by this Agreement.
 - G. Consultant represents and warrants to Client that it is and will remain free from conflicts of interest and has not employed or retained any company or person, other than a bona fide employee, to solicit or secure work under this Agreement from Client.
- 5. REVIEW AND INSPECTION:** Representatives from Client are authorized to review and inspect Project activities and facilities during Consultant's normal business hours.
- 6. STANDARD OF CARE:** Consultant represents that the Services performed by Consultant under this Agreement shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by or under the direction of members of Consultant's profession currently practicing in the same locality as the Project under similar conditions.
- 7. CLIENTSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by Consultant as instruments of service shall become and remain the property of Client upon final payment to Consultant. The consultant shall not be responsible for the unauthorized reuse or modification of its work product. Notwithstanding the foregoing, any intellectual property of Consultant hereunder in existence prior to the Effective Date or independently developed by Consultant shall be and remain Consultant's sole property; provided that to the extent the same is included in any deliverable provided by Consultant to Client hereunder, Consultant hereby grants a license to Client to use the same in connection with its use of such deliverable for the purposes intended by this Agreement, but not otherwise.
- 8. CHANGES IN THE WORK:** At any time after execution of this Agreement, Consultant may identify, or Client may request or direct, changes in Consultant's Services consisting of additions, deletions, and revisions within the general scope of services being performed by Consultant under this Agreement. Whenever a change in the scope and/or time for performance of services occurs, Consultant shall promptly notify and submit to Client, within a reasonable time, an estimate of the changes in cost and/or schedule, with supporting calculations and pricing. Pricing shall be in accordance with the pricing structure of this Agreement. If an adjustment to the Consultant's time or cost is justified, Client will issue an addendum to this Agreement. Consultant shall not undertake any additional work outside of its Scope of Services without prior written approval and authorization by Client.
- 9. INDEPENDENT CONSULTANT:** Consultant shall at all times be an independent contractor under this Agreement with respect to performing services for Client and is responsible for the means and methods used in performing the Services. The employees/contractors furnished by Consultant to perform the Services shall be and are Consultant's employees/contractors exclusively and shall be paid by Consultant for all services in connection with this Agreement. Consultant shall be responsible for all payments, obligations, required by any applicable State, local or Federal law.
- 10. CONFIDENTIALITY:**
- A. In the performance of the Services, Consultant may acquire confidential information from Client. Consultant shall not disclose to anyone not employed by Client, nor use except on behalf of Client, any such confidential information acquired in the performance of the Services except as authorized by Client in writing and, regardless of the Term of this Agreement, Consultant shall be bound by this obligation until such time as said confidential information shall lawfully become part of the public domain subject to the terms below in this Section.

Information regarding all aspects of Client business and information concerning the Services (either directly or indirectly acquired by Consultant, its agents or employees or otherwise obtained by Consultant, its agents or employees in the performance of the Services) shall be presumed to be confidential except to the extent that same shall have been published or otherwise made freely available to the general public by Client without restriction. Notwithstanding the foregoing, Consultant may disclose confidential information if required by law or court order subject to the terms below. Notwithstanding the foregoing, Consultant may disclose Client confidential information to any of its directors, officers, employees, agents, subcontractors, consultants or advisors (collectively, "**Representatives**") who are acting on Consultant's behalf in connection with the performance or delivery of services hereunder on a need-to-know basis. Consultant shall, prior to any such disclosure, inform its Representatives of the terms of this Section, including the confidential nature of the Client confidential information and require them to comply herewith. Consultant shall be responsible for any breach of this Section by any of its Representatives, which shall be considered a breach by Consultant. Notwithstanding the foregoing, this Section shall be inoperative as to such portions of the Client information described above that: (a) at the time of disclosure to Consultant is or thereafter becomes generally available to the public other than as a result of a disclosure by Consultant or any of its Representatives in violation of this Section; (b) becomes available to Consultant on a non-confidential basis from a source other than Client, provided that such source is not bound by a confidentiality agreement with Client or otherwise prohibited from transmitting the information to Consultant by a contractual, legal or fiduciary obligation; (c) was known to Consultant on a non-confidential basis prior to their disclosure to Consultant by Client; or (d) is required to be disclosed by law or competent authority of any governmental authority in the opinion of Consultant's legal counsel (in which case Consultant shall give notice to Client and cooperate with Client's efforts to prevent such disclosure and Consultant shall disclose only that portion of the affected confidential information which is required to be disclosed in the opinion of its legal counsel).

B. Subject to Section 10.A above, Consultant agrees that all tangible, as well as intangible forms of Client confidential and proprietary information which Consultant acquires pursuant to this Agreement shall be safeguarded with the same degree of control and care as a reasonably prudent and similarly situated Consultant would exercise with respect to his or her own similar property and shall be returned to Client upon request. Consultant's obligations under this Section 10 shall survive expiration or termination of this Agreement for a period of three (3) years.

11. INDEMNIFICATION: Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors and employees, against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs incurred in connection therewith ("Claims"), resulting from, or arising out of the negligent acts, errors or omissions or willful misconduct of Consultant, its subcontractors, or anyone else for whom Consultant is legally liable, in the performance of Consultant's services under this Agreement; provided, however, that Consultant shall not be obligated to indemnify Client in any manner whatsoever for any Claims resulting from or arising out of the negligence or willful misconduct of Client or its officers, directors, employees, subcontractors or anyone else for whom Client is legally liable.

12. INSURANCE:

A. Consultant shall take out and maintain at its sole cost and expense the insurance coverage for this Agreement as set forth herein. All such insurance policies shall be provided by insurance companies having A.M. Best's ratings of A- VII or greater.

1. Workers' Compensation Insurance in accordance with the statutory requirements of the states in which the Services are performed.
2. Commercial General Liability Insurance in a broad form and in an amount not less than One Million Dollars (\$1,000,000) aggregate and per occurrence. This policy will provide coverage for personal and bodily injury, including death, property damage, and contractual liability.
3. Automobile Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and in aggregate covering Consultant's liability for death, bodily injury

and property damage resulting from Consultant's activities for the use of owned, hired and non-owned vehicles.

4. Professional Liability Insurance includes errors and omissions in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate.

B. Evidence of all such required coverage shall be provided on an insurance certificate prior to beginning work on the Project. Renewal certificates will be provided to Client in the event of expiration of the current policies upon Client's request.

C. Client may immediately, and without notice, have all compensation withheld or suspended, suspend Consultant from providing further Services, or terminate Consultant from this Agreement for any lapse in coverage or material change in coverage which causes Consultant to be in noncompliance with the requirements of this section.

D. Consultant shall add Client, and its respective officers, directors, agents and employees as additional insureds on the General Liability and Automobile Liability insurance certificates. Consultant's coverage shall be deemed primary insurance to any similar insurance maintained by Client.

E. Consultant shall include a Waiver of Subrogation in favor of Client on the Worker's Compensation, General Liability, and Automobile Liability insurance certificates.

- 13. RECORDS RETENTION AND MAINTENANCE:** Consultant shall keep and maintain all books, papers, records, accounting records, files, accounts, expenditure records, reports, cost proposals with backup data and all other such materials related to the Agreement and other related project(s) for a period of five (5) years following the completion of the project.

14. TERMINATION FOR CONVENIENCE:

A. The client may, by written notice to Consultant, terminate this contract in whole or in part at any time for convenience, for any reason whatsoever by giving no less than thirty (30) days prior written notice to Consultant. Upon receipt of such notice, Consultant shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to Client all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this contract, whether completed or in process.

B. In the event of a termination for convenience pursuant to **A** above, Client shall pay Consultant for all work satisfactorily performed prior to the effective date of termination plus reasonable termination costs and expenses. Consultant agrees that any portion of the retainer fee that has not been billed for services satisfactorily performed as of the effective date of termination shall be refunded to Client within thirty (30) days of the termination date. The consultant shall provide a detailed accounting of the retainer usage upon request.

C. Client may suspend Consultant's Services for such period of time as Client deems necessary. If such suspension is for Client's convenience, Client will issue a change order in accordance with Section 8 to extend the time for Client to perform the affected services and/or to increase compensation to account for increased costs resulting from such suspension.

- 15. DEFAULT:** Upon a breach of this Agreement by a party, the non-defaulting party shall notify the defaulting party in writing of such breach. If the defaulting party does not cure such breach within thirty (30) days after its receipt of such notice (or such longer period if the breach is not a payment breach and cannot reasonably be cured within such 30-day period as long as the defaulting is making commercially reasonable efforts to cure the same as soon as possible), such breach shall be deemed an "Event of Default" under this Agreement. Upon

an Event of Default by a party, the non-defaulting party may (a) terminate this Agreement, and/or (b) may pursue and/or exercise any and all other rights and remedies available under applicable law.

- 16. DISPUTES:** If any dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute cannot be settled through direct discussions by the representatives of the Parties, the Parties agree to submit the matter to the District Court of the Cheyenne and Arapaho Tribes. This agreement shall be governed by the laws of the Cheyenne and Arapaho Tribes.
- 17. NON-SOLICITATION:** During the Term of this Agreement and for two years following the termination or expiration of the Services performed under this Agreement, either Party shall not, without prior written consent directly solicit or employ, whether as an employee or independent consultant, any employee of the other Party. For purposes of this Section, a general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employee or independent consultant or contractor who freely responds thereto or who initiates contact with a party shall not be a breach of this Section.
- 18. AFFIRMATIVE ACTION:** Consultant shall also comply with all federal, state, and local laws, rules, ordinances and decisions, and executive orders dealing with affirmative action and nondiscrimination in employment and with subcontracting to disadvantaged, and to minority owned, and to woman owned businesses. All required federal clauses are incorporated herein by reference as if fully set forth.
- 19. FORCE MAJEURE:** A party will not be in default hereunder and will not be liable for any failure to perform if its failure to perform is caused by events beyond its reasonable control including acts of God, actions or inactions of government, acts of public enemies, acts of terrorists, accidents, explosions, fire, flood, hurricanes, storms, abnormal heat or cold, strikes, labor disputes, civil unrest, war, epidemics, pandemics, cyber-attacks, compliance with applicable law, breakdowns of machinery, or shortages of labor, power, materials or equipment (individually and collectively, a "Force Majeure"). If either party hereto is rendered unable, wholly or in part, by Force Majeure, to carry out its obligations hereunder (except for an obligation to pay money), then by such party giving written notice and a description of such Force Majeure to the other party as soon as reasonably possible after the occurrence relied on as the cause, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and in no event beyond the expiration of the Term of this Agreement; and such cause shall, to the extent commercially practicable, be remedied with all reasonable dispatch.
- 20. NOTICE:** All notices, claims, demands and other communications of similar import to be given by any party to this Agreement or to any other party hereto shall be in writing and shall be given by personal delivery, electronic mail (but only if the intended recipient confirms in writing receipt of such electronic mail), receipted delivery service or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be delivered or addressed as follows:

If to Consultant: Buffalo Environmental, LLC
Attn: Mike Smith
14704 Brasswood Blvd.
Edmond, OK 73013
Phone: (405) 986-1493
Email: mike.smith@buffaloenviro.com

If to Client: Cheyenne and Arapaho Tribes
Attn: Tax Commission
100 Red Moon Circle
Concho, Oklahoma 73022
Phone: (405) 422-7488



The above addresses may be changed by giving written notice of such change to the other party. All notices or communications shall be deemed given when actually received or refused at the intended address.

21. SEVERABILITY AND SURVIVAL:

- A. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- B. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

22. GOVERNING: This Agreement together with the Attachments identified herein constitutes the entire Agreement between Client and Consultant and supersedes all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified or cancelled by a duly executed written change order document.



IN WITNESS HEREOF, Client and Consultant have executed this Agreement as of the Effective Date written.

FOR CLIENT:

REGGIE WASSANA

Cheyenne and Arapaho Tribes,

Reggie Wassana
Governor

FOR CONSULTANT:

Buffalo Environmental, LLC

An Oklahoma Tribal Corporation

Michael Smith, CEO
Principal

Appendix A: Scope of Services

1. Development of a Treatment of State (TAS) Plan

- Prepare a comprehensive Treatment of State (TAS) plan to assist the Cheyenne and Arapaho Tribe in assuming authority for environmental regulation and enforcement over tribal lands under the Clean Air Act.

2. Leak Detection and Repair (LDAR) Surveys

- Perform comprehensive leak detection surveys for all active oil and gas wells within the Cheyenne and Arapaho Tribe's jurisdiction.
- Utilize advanced UAV Optical Gas Imaging technology and Methane Detection Optical Gas Imaging Cameras to identify emissions and ensure compliance with EPA regulations.

3. Establishment of a Tribal Air Quality Program (subject to the parties' agreement to proceed and the amount of compensation payable to Consultant per Appendix B)

- Assist the Environmental Protection Commission office in setting up a functional air quality program, similar to a Department of Environmental Quality (DEQ) office, designed to provide ongoing support, expertise, and oversight of air quality standards.
- Offer guidance on regulatory compliance, enforcement actions, and technical support for long-term sustainability.

4. Emissions Data Collection and Management (subject to the parties' agreement to proceed and the amount of compensation payable to Consultant per Appendix B)

- Establish and maintain a comprehensive database to track and store all emissions data collected in the field during leak detection surveys and other air quality monitoring activities.
- Provide regular reports and data analysis to the Environmental Protection Commission office for use in enforcement, regulatory compliance, and air quality management efforts.

Appendix B: Compensation and Invoicing

The following pricing structure applies to the services provided under this Agreement:

1. Treatment of State (TAS) Plan

- Buffalo Environmental LLC shall perform all administrative and operational duties associated with the establishment and management of the Cheyenne and Arapaho Environmental Protection Commission (EPC) for a total fee not to exceed \$240,000.00 (Two Hundred Forty Thousand Dollars). This amount shall serve as compensation for all administrative costs incurred in connection with the development, oversight, and support of the EPC, including staffing, program development, compliance reporting, and operational infrastructure. The total administrative cost shall be invoiced to the Tribe monthly in accordance with the scope of services rendered during each billing period.

2. Leak Detection Surveys

- In lieu of a per-well inspection rate previously stated as \$60.00 per inspection, Consultant shall instead be compensated on a contingency fee basis equal to thirty percent (30%) of all revenues generated by the EPC as a direct result of Consultant's services.
- The Consultant shall not invoice the Client for these services. The cost of conducting LDAR inspections shall be borne entirely by Buffalo Environmental as part of its operational commitment under this Agreement. All surveys will contribute to the development, maintenance, and oversight of the Tribe's Air Quality Division Emission Database, ensuring regulatory compliance and environmental protection.

4. Establishment of a Tribal Air Quality Program (subject to the parties' agreement to proceed and the amount of compensation payable to Consultant per Appendix B).

- Buffalo Environmental LLC will assist the Tribe in establishing the "Environmental Protection Commission," modeled after a state-level Department of Environmental Quality. This office shall include the following departments:
 - 1. Administration
 - 2. Permitting
 - 3. Inspection
 - 4. Enforcement
- Consultant will provide full management and operational support through a team of seven full-time professionals. Services include:
 - Development of procedures, rules, and workflows
 - Permitting and compliance support
 - Enforcement of tribal environmental codes

- Monthly reporting to the Environmental Protection Commission
- Community outreach and technical assistance
- Regulatory recordkeeping

5. Emissions Data Collection and Management

- Consultant shall develop, implement, and maintain a comprehensive emissions data management system to support the operations of the Cheyenne and Arapaho Office of Environmental Quality – Air Program. This system shall be designed to collect, store, analyze, and report emissions data arising from regulated activities within the jurisdictional boundaries of the Tribe, including but not limited to air pollutants and greenhouse gas emissions from oil and gas facilities.

System Design and Operation

- The emissions data management system shall include secure digital databases, analytical tools, and standardized data collection protocols that comply with applicable tribal, federal, and state air quality regulations. Consultant shall ensure the system is capable of:
 - a) Logging data from Leak Detection and Repair (LDAR) inspections and other air monitoring activities;
 - b) Tracking compliance records, including permits, enforcement actions, and mitigation measures;
 - c) Generating monthly, quarterly, and annual reports for submission to the Environmental Protection Commission (EPC) and other regulatory entities as necessary;
 - d) Integrating with other tribal environmental systems or federal reporting platforms such as the EPA's Central Data Exchange (CDX), as applicable.

Confidentiality and Security

- All emissions data and associated records collected and managed under this Agreement shall be deemed proprietary and confidential to the Cheyenne and Arapaho Tribes. The consultant shall implement and maintain appropriate safeguards to protect the integrity and confidentiality of such data, including role-based access controls, data encryption, and regular system audits. Consultant shall not disclose or disseminate any emissions data or system content to third parties without the prior written consent of the Tribe, unless required by law.

Ownership and Access

- All data collected and maintained under this Section shall be the sole and exclusive property of the Cheyenne and Arapaho Tribes. The consultant shall provide the Tribe with full administrative access to the emissions data system, including the ability to extract, audit, and copy all records at any time. Upon expiration or termination of this Agreement,



Consultant shall deliver to the Tribe a complete copy of the database and ensure uninterrupted transfer of system functionality, subject to a mutually agreed transition plan.

Maintenance and Updates

- The consultant shall be responsible for maintaining the system in good working order, including performing routine backups, software updates, and troubleshooting any system errors. The consultant shall provide technical support to the EPC and tribal personnel to facilitate ongoing use of the emissions data system.

Reporting Requirements

- The consultant shall provide monthly emissions data summaries to the EPC, along with ad hoc reports as requested by the Tribe. These reports shall be used to support enforcement proceedings, grant compliance, and internal policymaking.

Compensation

- The costs associated with the design, implementation, and maintenance of the emissions data management system shall be covered by the Administrative Retainer and any contingency-based revenue generated in accordance with Appendix B of this Agreement.

Appendix C: Project Schedule

1. Commencement of Services

Service under this Agreement shall commence upon the issuance of a written notice to proceed subject to the terms of the Agreement and **Appendices A and B**. All services will be performed in accordance with the mutually agreed-upon Project schedule, or as detailed in the Project schedule outlined in this **Appendix C**, along with any subsequent revisions issued.

2. Completion of Leak Detection Surveys

Consultant shall conduct and complete Leak Detection Surveys for all active oil and gas wells located within the jurisdictional boundaries of the Cheyenne and Arapaho Tribe in accordance with the terms of the Agreement within thirty (30) days from the notice to proceed issued in accordance with and subject to Section 3 of the Agreement. Any delays or unforeseen circumstances impacting this timeline shall be communicated promptly to the Tribe for consideration and potential adjustment of the schedule.

3. Completion of the Treatment of State (TAS) Plan

Consultant shall commence the development of a comprehensive Treatment of State (TAS) Plan on behalf of the Cheyenne and Arapaho Tribe within thirty (30) calendar days following the issuance of a written Notice to Proceed by the Client, in accordance with and subject to Section 3 of this Agreement. The TAS Plan shall be prepared in accordance with all applicable federal statutory and regulatory requirements under the Clean Air Act (CAA) and any relevant guidance issued by the United States Environmental Protection Agency (EPA).

Upon completion, Consultant shall submit the TAS Plan to the EPA for formal review and approval, and shall act on behalf of the Tribe in coordinating such submission, including responding to any inquiries or requests for additional information from the EPA during the review process.

Throughout the development and submission of the TAS Plan, the Consultant shall provide the Client with regular written progress reports on no less than a monthly basis, detailing the status of work completed, pending items, and any matters that may impact the anticipated timeline or successful approval of the TAS Plan. Consultant shall promptly notify the Client of any anticipated delays, regulatory challenges, or substantive changes required to ensure continued compliance with the scope and purpose of this Agreement.