

**TENTH LEGISLATURE
OF THE
CHEYENNE AND ARAPAHO TRIBES
SPECIAL SESSION
OCTOBER 1, 2025
CONCHO, OK**

RESOLUTION: A Resolution to Appropriate CY2025 Tribal funds for the cost-share match for the EPA – Brownfields Boys Dorm Building 138 Demo Project

RESOLUTION NO: 10L-SS-2025-1001-004

DATE INTRODUCED: September 25, 2025

SPONSOR: Kendricks Sleeper, District A2

CO-SPONSOR: Rector Candy, District A4

SUBJECT: A Resolution to Appropriate CY2025 Tribal funds for the cost-share match for the EPA – Brownfields Boys Dorm Building 138 Demo Project

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

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

WHEREAS: The resolution will be formally introduced at a Special Session of the Legislature requested by the Governor, Reggie Wassana; and

WHEREAS: The Legislature has the Constitutional obligation and public responsibility to the Tribes to oversee the Tribe's operations and identified the necessity to ensure governmental accountability and responsibility in government activities; and

WHEREAS: On September 30, 2021 the Tribes' Environmental Protection Agency (TEPA) were awarded a Brownfield grant in the amount of \$360,000 that includes contractual costs of \$332,700.00 towards the purpose of abatement and demolition of the Concho Boys Dorm due to hazardous conditions such as lead based paint and asbestos removal before demolition of the dormitory; and,

WHEREAS: The Recipient Contribution is required to have a cost – share match in the amount of \$60,000.00; and,

WHEREAS: The Tribes' Environmental Protection Agency (TEPA) program is requesting the Tenth Legislature to appropriate Gaming or Tax Commission funding for the cost-share portion in the amount of \$45,000.00 to apply to the project expenses.

NOW, THEREFORE BE IT RESOLVED: The Tenth Legislature of the Cheyenne and Arapaho Tribes recognize the need for this assistance and hereby authorizes the \$45,000.00 to be appropriated from the Tribes Gaming/Tax Commission funds to aid the TEPA with the Brownfields, Phase II Concho Boys Dorm Building 138 Demolition and abatement project.



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-SS-2025-1001-004 which was acted upon by the Legislature of the Cheyenne and Arapaho Tribes in the Tenth Legislature Special Session, by a roll call vote on the 1st day of October 2025.

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		8			
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 1st day of October, 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-SS-2025-1001-004.

Space below is reserved for Stamp:

Received (Date) Office of Record Management



Signature: _____

Cheryl Blind

Print Name: _____

Cheryl Blind

Title: _____

Director

Date: _____

10/03/25

Office of Records Management

Department of Administration, Executive Branch
Cheyenne and Arapaho Tribes

**Cheyenne and Arapaho Tribes
Legislative Action Request**



This Form will be used by the Governor of the Cheyenne and Arapaho Tribes on behalf of all Departments and programs when submitting all Bills and Resolutions to the Legislative Branch for Public Hearings and Regular/Special Sessions.

Name: Chieko Buffalo Title: Director
Contact Number: (405) 422-7469 Work E-mail: cbuffalo@cheyenneandrapaho-nsn.gov
Department: Dept of Administration Program: Environmental Protection Agency
Date of Submission: September 25, 2025 Date Document is Needed _____
Regular/Special Session: Special Session

What Type of Request: Bill, Resolution, Contract, and Supporting Documents are you submitting:

New Bill to be adopted: _____; Revised Act to be adopted: _____
New Resolution to be adopted: _____; Revised Resolution to be adopted: X
New Contract to be adopted: _____; Revised Contract to be adopted: _____
Supporting Document: _____; Supporting Document: _____

Please provide a detailed description of your request to include what type of action is required by the Legislature. Attach all supporting documentation to this form.

To appropriate Gaming or Tax Commission funding for the cost-share portion in the amount of \$45,000.00 to apply to the project expenses for the Brownfields, Phase II Concho Boys Dorm Building 138 Demolition and abatement project

Program Director Approval: [Signature] Date: 9/25/2025
Department Executive Director Approval: [Signature] Date: 9/25/25
Received and Reviewed by Legal Department, Executive Branch:
Tribal Attorney: [Signature] Date: 9-25-25
Received by Executive Office: _____ Date: _____
Governor Approval: [Signature] Date: 9-25-25

ACTION TAKEN BY LEGISLATIVE BRANCH:

Resolution /Bill # _____

ATTEST:

The Legislative Staff hereby certify that the foregoing (Bills, Resolutions, Contracts, and/or supporting documents) that were submitted by the Submitting Party are complete.

Legislative Staff: _____ Title: _____

Date of action: _____

NINTH LEGISLATURE
OF THE
CHEYENNE AND ARAPAHO TRIBES
SPECIAL SESSION
JULY 7, 2023
LCR, CONCHO, OK

RESOLUTION: A Resolution to Allow the Governor to Apply for and sign the Application Statement of Interest for Brownsfield Subgrant-Concho Boys Dorm Building 138 Demo Project.

RESOLUTION NO: 9L-SS-2023-0707-004
DATE INTRODUCED: June 30, 2023

SUBJECT: A Resolution to Allow the Governor to Apply for and sign the Application Statement of Interest for Brownsfield Subgrant-Concho Boys Dorm Building 138 Demo Project.

WHEREAS: The Cheyenne and Arapaho Tribes are duly recognized by the United States Secretary of the Interior as a self-governing, Sovereign Nation, that is a federally recognized Indian Tribe with all rights, privileges, and powers attended thereto as a sovereign government, and organized in accordance with Title 25 of the United States Code, Section 450, the "Indian Self-Determination and Education Assistance Act," and Article XVII of the Tribe's Constitution and By-Laws and Section 3 of the Oklahoma Indian Welfare Act of June 26, 1936 (49 Stat. 1967), under an amended Constitution ratified on August, 2006 and approved by the Secretary of Interior on May 17, 2006; and

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

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

WHEREAS: Article VI, Section 4(d) provides the Governor with "the power to negotiate and sign a contract, other than a gaming management contract, which has been previously authorized by the Tribal Council or Legislature"; and

WHEREAS: The Legislature has the Constitutional obligation and public responsibility to the Tribes to oversee the Tribe's operations and identified the necessity to ensure governmental accountability and responsibility in government activities; and

WHEREAS: On September 30, 2021 the Tribes' Environmental Protection Agency (TEPA) were awarded a Brownfield grant in the amount of \$360,000 that includes administrative

costs and \$332,700.00 towards the purpose of abatement and demolition of the Concho Boys Dorm due to hazardous conditions such as lead based paint and asbestos removal before demolition of the dormitory; and

WHEREAS: In March, 2022, the Tribes' Procurement Office had solicited a Request for Proposal (RFP) for this project and only received one bid that exceeded the amount of what the grant was awarded for and a bid rejection letter was issued to the one bidder on July 19, 2022; and

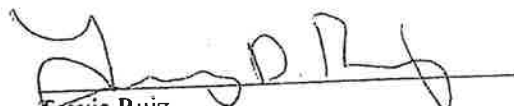
WHEREAS: The Tribes' EPA program and the Procurement office met again in November, 2022 to discuss sending this project out for bid once again; and

WHEREAS: In November 2022, the RFP went back out for bid, through the Procurement Office and this time, the new proposers that made a site visit found that there are pipes under the building that was not surveyed as part of the project beforehand that will need to be part of the abatement and demo, stating it would be a health and safety hazard to leave the pipes underground without proper disposal; therefore, the decision was made to include the pipes under the building in their bids. After the bids closed, and upon review of the bids, the cost of the project nearly tripled due to the removal of the underground pipes that will include the "boiler" room that sits separately from the boys dorm; and

WHEREAS: The Tribes' EPA program and Procurement had to halt this project until we were able to research additional funding to help with this project. It was then found by the new director of EPA that there are funds made available from the Oklahoma Environmental Quality (DEQ) set up as a subgrant type assistance specifically for Brownsfield or similar type projects; and

WHEREAS: The Tribes' Environmental Protection Agency (TEPA) requests to allow the Governor to apply for the subgrant (see attached subgrant application) and would request the full amount of \$500,000.00 to assist with this project; and

NOW, THEREFORE BE IT RESOLVED: The Ninth Legislature of the Cheyenne and Arapaho Tribes recognizes the need for this assistance and hereby authorizes the Governor, Reggie Wassana to apply for this funding to aid the TEPA with the Brownsfield, Phase II Concho Boys Dorm Building 138 Demolition and abatement project.


Travis Ruiz,
Speaker of the Ninth Legislature
Cheyenne and Arapaho Tribes



from the Tribal Environmental Protection Agency and \$500,000 from the Oklahoma Department of Environmental Quality on a reimbursement basis; and

WHEREAS: The Cheyenne and Arapaho Tribes' policy states that all invoices submitted are to be paid within a 21-day time period to avoid any delays in payment to the contractor providing services and funding will be reimbursed to the Tribes as the project moves along; and

NOW THEREFORE BE IT RESOLVED that the Legislature of the Cheyenne and Arapaho Tribes, pursuant to Article VII, Section 4(d) of the Tribal Constitution, does hereby appropriate/allocate \$500,000 for leveraging purposes for the Brownfields Grant for Demolition of the Boys Dorm from Tax Commission to be reimbursed as the project moves forward and to authorize Governor to sign any and all related documents.



Kendricks Sleeper
Speaker of the Tenth Legislature
Cheyenne and Arapaho Tribes

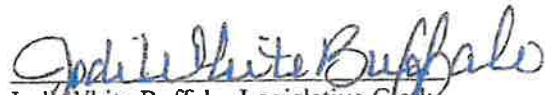


ATTEST:

I, Jodi White Buffalo, Legislative Clerk, hereby certify that the foregoing is a True and Accurate Copy of the Original Bill No. 10L-SS-2025-0610-004 which was acted upon by the Legislature of the Cheyenne and Arapaho Tribes in the Tenth Legislature Special Session, by a roll call vote on the 10th 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 12th 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-SS-2025-0610-004.

Space below is reserved for Stamp:

Received (Date) Office of Record Management



Signature: Cheryl Blind

Print Name: Cheryl Blind

Title: Director

Date: 6/14/2025

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

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment		GRANT NUMBER (FAIN): 01F96401	DATE OF AWARD
			MODIFICATION NUMBER: 2	08/13/2025
			PROGRAM CODE: BF	MAILING DATE
			TYPE OF ACTION: No Cost Amendment	08/13/2025
		PAYMENT METHOD: ASAP	ACH# 66623	
RECIPIENT TYPE: Indian Tribe		Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
RECIPIENT: Cheyenne-Arapaho Tribes of Oklahoma P.O. Box 38 Concho, OK 73022 EIN: 73-0710910		PAYEE: Cheyenne-Arapaho Tribes of Oklahoma P.O. Box 38 Concho, OK 73022		
PROJECT MANAGER Damon Dunbar P.O. Box 167 100 Red Moon Circle Concho, OK 73022-0167 Email: damon.dunbar@cheyenneandapaho-nsn.gov Phone: 405-422-7730		EPA PROJECT OFFICER Andrew Portalatin Email: portalatin.andrew@epa.gov Phone: 214-665-6587	EPA GRANT SPECIALIST Kenneth McIntosh MSDCA, MSDCA 1200 Elm Street Suite 500 Dallas, TX 75270-2102 Email: McIntosh.Kenneth@epa.gov Phone: 214-665-7277	
PROJECT TITLE AND EXPLANATION OF CHANGES Cheyenne and Arapaho Tribes Concho School and Reserve Building 138 Brownfields Cleanup Phase II This amendment extends the budget/project period through September 30, 2026, at no additional cost to the government.				
BUDGET PERIOD 10/01/2021 - 09/30/2026	PROJECT PERIOD 10/01/2021 - 09/30/2026	TOTAL BUDGET PERIOD COST \$ 360,000.00	TOTAL PROJECT PERIOD COST \$ 360,000.00	
NOTICE OF AWARD Based on your Application dated 10/28/2020 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 0.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 300,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS U.S. EPA, Region 6, Grants Management Section 1201 Elm Street, Suite 500 Dallas, TX 75270-2102		ORGANIZATION / ADDRESS U.S. EPA, Region 6, Land, Chemical and Redevelopment Division R6 - Region 6 1201 Elm Street, Suite 500 Dallas, TX 75270-2102		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY				
Digital signature applied by EPA Award Official Christopher Watkins - Grant Management Officer			DATE 08/13/2025	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 300,000	\$ 0	\$ 300,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 60,000	\$ 0	\$ 60,000
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 360,000	\$ 0	\$ 360,000

Assistance Program	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(3) & 104(k)(5)(E) & 104(k)(10)(B)(iii)	2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 40

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 10,000
2. Fringe Benefits	\$ 1,400
3. Travel	\$ 3,500
4. Equipment	\$ 0
5. Supplies	\$ 5,000
6. Contractual	\$ 332,700
7. Construction	\$ 0
8. Other	\$ 6,500
9. Total Direct Charges	\$ 359,100
10. Indirect Costs: 0.00 % Base	\$ 900
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	\$ 360,000
12. Total Approved Assistance Amount	\$ 360,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 0
15. Total EPA Amount Awarded To Date	\$ 300,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Kenneth McIntosh mcintosh.kenneth@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Andrew Portalatin, portalatin.andrew@epa.gov
- Payment requests (if applicable): rtpfc-grants@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Andrew Portalatin, portalatin.andrew@epa.gov

B. Tribal Council Costs

With regard to payments to members of the Tribal Council, 2 CFR 200.444, provides that general costs of government are unallowable, and subparagraph (a)(2) specifically includes in this prohibition salaries and expenses of tribal councils whether incurred for purposes of legislation or executive direction.

At the same time, however, the guidance includes other provisions which may or may not allow payment of grant funds to Council members:

- (a) 2 CFR 200.422 Advisory Councils – Costs incurred by advisory councils or committees are unallowable unless authorized by statute or the awarding agency.
- (b) 2 CFR 200.459 Professional Service Costs – Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the governmental unit, are allowable.
- (c) 2 CFR 200.432 Conferences – Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the awarding agency.
- (d) 2 CFR 200.444(b) General Costs of Government – For Indian Tribes and Councils of Governments (COGs), the portion of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and his or her staff is allowable.

Any costs pertaining to the Tribal Council must be in accordance with 2 CFR Part 200, Subpart E and the terms of this award. The recipient should refer to the entire paragraphs cited above and 2 CFR Part 200 in its entirety, 2 CFR Part 1500 and 40 CFR Part 35, as applicable, for additional requirements because the passages above are excerpts only, and other provisions could affect the allowability of costs. In accordance with 2 CFR 200.403, costs charged to the grant must be adequately documented. The recipient or subrecipient agrees to keep documentation as to how any Tribal Council costs charged to this grant fit with the above-mentioned paragraphs and how the costs relate to

the work plan components.

Programmatic Conditions

All Programmatic Conditions Remain the Same

PROFESSIONAL SERVICE CONTRACT

Between the
CHEYENNE AND ARAPAHO TRIBES,
A Federally Recognized Indian Tribe,
And
CRUTCHO CREEK FARMS, LLC



Contract No. CA2025-082225

This CONTRACT made on this 22th day of August 2025, by and between the Cheyenne and Arapaho Tribes ("Tribes") and Crutcho Creek Farms, LLC the ("Contractor") listed herein below.

OWNER:

CHEYENNE AND ARAPAHO TRIBES
P.O. Box 167
Concho, OK 73022
(405) 262-0345

CONTRACTOR:

CRUTCHO CREEK FARMS LLC
6625 NE 10TH ST
MIDWEST CITY, OK 73110
(405) 568-8099

PROJECT MANAGER:

GEORGE RISHEL, PROJECT MANAGER
PLANNING AND DEVELOPMENT PROGRAM
P.O. BOX 167
Concho, OK 73022
(405) 422-7640

PROJECT:

BROWNFIELDS CHEYENNE AND ARAPAHO
TRIBES CONCHO SCHOOL BOYS DORM
BUILDING 138 CLEAN UP

CONTRACT SUM:

**\$794,500.00 (SEVEN HUNDRED NINETY-
FOUR THOUSAND FIVE HUNDRED AND
NO/100)**

WHEREAS, the TRIBES and CONTRACTOR are desirous of entering into a contract for completion of THE WORK in accordance with the CONTRACT DOCUMENTS, including but not limited to; the furnishing of all tools, and equipment; the performing of all work necessary; the securing of field measurements as required.

NOW THEREFORE, in consideration of the following covenants and Contracts, stipulated between the parties as follows:

1. **THE WORK: BROWNFIELDS CONCHO – DEMOLITION BUILDING 138 BOY’S DORM**, which Contract, together with the plans, drawings, specifications, schedules, alternates, addenda and incidental instruments are known to and understood by the undersigned parties; and are made a part hereof by reference (collectively referred to as the Contract) and outlined in Owners RFP 2025-02 and CONTRACTOR’S Proposal Dated 04/28/2025 and attached herewith.
2. **QUALIFICATIONS AND REPRESENTATIONS:**
 - A. Contractor warrants and represents that Contractor possesses the required education, training and experience required to perform Covered Services as set forth in this Contract.
 - B. Contractor hereby warrants and represents that Contractor has obtained and will maintain throughout the term of this Contract all licenses, permits, accreditation and certification required by law for Contractor to provide Covered Services. Contractor will provide current copies of applicable certifications, permits and licenses.
 - C. Contractor shall provide prompt written notification to the Tribes in the event Contractor is subject to any investigation, disciplinary proceeding or sanction by any regulatory agency or government entity. If at any time during the term of this Contract there shall be a voluntary or involuntary restriction, suspension, withdrawal or non-renewal of Contractor’s license, certification or permit, or any formal charges against Contractor or Contractor’s employees, agents, subcontractors or representatives, by any government agencies or any licensing or accreditation organization which would, if sustained materially impair Contractor’s ability to comply with Contractor’s duties or obligations pursuant to this Contract, Contractor shall immediately notify the Owner of the issuance of such restriction, suspension, withdrawal or non-renewal of Contractor’s license or any of Contractor’s employees, agents, subcontractors or representatives.
 - D. Contractor agrees that upon the request of the Owner, Contractor will release to the Owner and provide written authorization for any other organizations, including, but not limited to criminal investigative agencies, insurance companies or other state or federal regulatory agencies, to release to the Owner the factual details that were the basis for the charges described above or in the Qualifications and Representations paragraph in the Contract.

3. SCOPE OF SERVICES ("Covered Services"):

- A. The Covered Services included in this Contract shall consist of complete wet demolition for Concho School located at 451 N. White Antelope Rd Concho, OK on the Concho Reserve as outlined in RFP 2025-02 and presented in Contractor's Proposal dated 4/28/2025, attached hereto as Attachment A.
- a. The Covered Services included in this Contract shall consist of complete wet demolition for Concho School located at 451 N. White Antelope Rd Concho, OK on the Concho Reserve as outlined in RFP 2025-02 and presented in Contractor's Proposal dated 4/28/2025, attached hereto as Attachment A.
 - b. Contractor to Draft the "Analysis of Brownfields Cleanup Alternatives" (ABCA) for the review and approval of the Tribes
 - c. Contractor to complete a Project Design; either prepared by a licensed project designer and approved or in compliance with the tribes, the Department of Labor and attend two (2) community meetings.
 - d. Contractor to draft the Quality Assurance Project Plan (QAPP) provided to DEQ and U.S. EPA for approval prior to demolition and abatement. Copy to Cheyenne and Arapaho Tribes.
 - e. Contractor to hold an abatement and remediation coordination meeting with Tribes, Dept. Of Labor and QEP
 - f. Contractor to draft the Remediation Plan for the project site in accordance with the Preferred Alternative of the ABCA
 - g. Contractor must coordinate with disposal companies before work is to begin to ensure proper disposal of contaminants
 - h. Conduct the remediation of the project site in accordance with approved Remediation Plan
 - i. Before and after soil samples and before and after air samples for contaminants. Project Location.
 - j. Provide a final report of all project activities from start to completion, and provide to the Director of the Tribal EPA program
 - k. Contractor Supervisor must be on-site each day of the project.
 - l. The Contractor shall, in a good and workmanlike manner, at his own cost and expense, furnish and pay for all the necessary labor, materials, supplies, tools and equipment required to perform and complete work in strict accordance with the Covered Services, including the furnishing of shop drawings, as built drawings, material submittals, testing, surveying, field measurements, work schedules and similar services where required under the Contract as requested by Tribes.
 - m. Material Submittals completed electronically. All work removed per plans and specifications; however, any changes made to keep within budget, must be approved by all parties; through this submittals process prior to removal. This process does not relieve Contractor or any of its Subcontractors from complying with contract plans and specifications unless agreed upon by all parties. Any work installed without all parties' approval of changes or not in compliance with Contract documents will be corrected at the cost of the Contractor.

- n. Schedule is time sensitive and completed under this Contract Agreement **within ninety (90) calendar days from date on Notice to Proceed**. Any delay in schedule will be approved and issued by Tribes due to facility operations, weather delays or any other Acts of God, only.
- o. Failure of performance shall be deemed as non-responsive to phone calls, emails, site meetings and issued in the form of a 'failure of compliance' letter to Contractor. Upon notice, said Contractor has three (3) working days to remediate said deficiencies to the acceptance of the Tribes. If issues are not resolved within three (3) working days period, Owner shall take necessary means to complete Contractor's scope of work. All costs associated shall be deducted from Contractor's contract amount.
- p. Project is NOT tax exempt.
- q. Alternates 1 were accepted.
 - i. Remove concrete foundations, footings, slabs, crawl space and sidewalks
- r. Addendums: n/a
- s. The Contractor shall properly maintain the project area and preserve the areas outside the project area in their natural state and avoid jeopardizing surrounding vegetation, other adjacent property, or anything designated to remain on the project site during the performance of their work. The Contractor shall restore any property damaged by Contractor or their agents, contractors, subcontractors or employees to a condition, which approximates as closely as reasonably practicable the condition of said property prior to being damaged.

4. ATTACHMENTS. The following Attachments incorporated and made a part of this Contract.

Attachment A:	Contractor's Proposal
Attachment B:	IRS Form W9
Attachment C:	License(s), Permits, Accreditation and Certification(s)
Attachment D:	Certificate of Insurances (General Liability, Automobile and Worker's Compensation)

5. PROOF OF INSURANCE: Contractor shall furnish to the Tribes, current certificates of insurance, evidencing that the policies of insurance required hereunder are in full force and effect, and valid and existing in accordance with the provisions of this Paragraph. All certificates of insurance must provide for guaranteed thirty days (30) written notice of cancellation, non-renewal or material change. Contractor shall provide immediate written notice of cancellation, non-renewal or material change. Contractor shall provide immediate written notice to the Owner of any claims filed against Contractor or its employees, agents or representatives.

- A. Comprehensive Commercial General Liability. Contractor shall obtain and maintain, at Contractor's sole cost and expense, throughout the term of this Contract, a Comprehensive Commercial General Liability insurance policy for \$1 million

(\$1,000,000) combined single limit Bodily Injury and Property Damage. The Owner named as an Additional Insured for all operations performed within the scope of the Contract between the Owner and Contractor.

Contractor to Provide Comprehensive Commercial General Liability Insurance:

Yes ☒ No ☐

- B. Malpractice Insurance/Professional Liability Insurance. Contractor shall maintain at Contractor's expense professional/liability insurance coverage for Contractor, Contractor's employees, and other personnel providing services pursuant to this Contract at a minimum of \$1 Million (\$1,000,000) per occurrence and \$3 million (\$3,000,000) to cover potentially compensational incidents that may have occurred while this Contract was in effect and for the duration that claims could potentially be asserted.

Contractor to Provide Malpractice/Professional Liability Insurance?

Yes ☒ No ☐

- C. Commercial or Business Automobile Liability. If Contractor is required to use Contractor's owned vehicle or any vehicle within the scope of responsibilities and duties as required by this Contract, Contractor shall maintain Commercial or Business Automobile Liability coverage for owned, non-owned and hired vehicles used in performance of this Contract with limits in the amount of \$1 million (\$1,000,000) combined single limit, or \$1 Million (\$1,000,000) Bodily Injury, \$1 Million (\$1,000,000) Property Damage. The Tribes shall be named as an additional insured for all operations performed within the scope of the Contract between the Tribes and Contractor. If this paragraph is not applicable, if Contractor becomes aware or should become aware that Contractor is using its privately owned vehicle or any other vehicle within the scope of responsibilities or duties of this Contract, Contractor must comply with automobile insurance requirements of this Contract.

Contractor will use a vehicle in performing the scope of services?

Yes ☒ No ☐

- D. Workers' Compensation Insurance. Contractor agrees to maintain Workers' Compensation insurance for all employees, in an amount as required by state requirements and law.

Contractor to Provide Workers Compensation Insurance? Or Affidavit of Exempt Status?

Yes ☒ No ☐

6. **PERFORMANCE AND PAYMENT BOND:** Before commencing any construction work, at the Tribes request, the Contractor shall furnish bonds, acceptable to the Tribes, covering faithful performance of the Contract and payment of obligations arising thereunder, including payment to any design professional engaged by or on behalf of the Contractor.

Contractor to Provide a Certificate of Bond for Covered Services:

Yes ☒

No ☐

7. **CONTRACTOR COMPENSATION AND PAYMENT PROCEDURES:** Contractor shall be retained by the Owner for the lump sum of **\$794,500.00 (SEVEN HUNDRED THOUSAND FOUR HUNDRED FIFTY AND NO/100)** for full and faithful performance of the Contract work and all the terms and provisions contained herein.

- A. The total amount of the Contract shall not exceed the amount set forth above. This is the Tribes' maximum financial liability for contracted Covered Services and does not indicate a guaranteed amount. Services provided or additional costs beyond this limit paid only with the prior approval of the Tribes in a written modification to the Contract.
- B. Payment to Contractor made in periodic progressive payments based on percent of completion of work on the 5th day of each month. Contractor shall submit to Owner an Application for Payment of the Contract value of all work performed by Contractor during the preceding pay period. The completed work will be invoiced upon completion and will be reimbursed by the Tribes within 30 days.
- C. Within twenty (20) days after receipt of Application for Payment, Tribes will remit to Contractor an amount equal to 90% of the amount of Contractor's statement, which allowed and paid by the Tribes. 10% of retainage of each progress payment withheld. Progress payments made hereunder not be considered an acceptance of any work, and all of Contractor's work shall be subject to final inspection and approval by Tribes in the manner provided for the Contract.
- D. The Tribes shall have the right to inspect all work performed prior to payment at any phase to further certify the completion of any work performed and submitted for payment to ensure quality control or quality assurance of the Covered Services performed.
- E. If the Contract provides for payment of materials stored off site and Contractor includes these materials in its monthly estimates, Contractor shall include with the estimate (a) copies of invoices supporting the amount of the claim (b) pictures of the stored materials and (c) a certificate of insurance evidencing property coverage in an amount equal to, or more than, the value of the stored materials as claimed by Contractor. The Tribes and Contractor must be listed as "An Additional Insured" certificate holder on the certificate with respect to the property coverage.
- F. Payment of any bill by the Tribes does not constitute a waiver of the Tribes' right to subsequently question, dispute, obtain reimbursement of, compromise or request repayment of future credit, for any bill or invoice previously paid. The Tribes retain the right to audit all bills or files, which are or have been the subject matter of any billing in the past. Such an audit will require Contractor to produce all documentation, which would support the billing submitted by Contractor.
- G. The payment schedule changed by mutual consent of the Tribes and the Contractor.

8. TRAVEL AND EXPENSE REIMBURSEMENT: Contractor not reimbursed for expenses necessary for the performance of Covered Services.

9. OWNERSHIP AND USE OF DOCUMENTS: Any drawings, plans, data files, reports, studies, photographs, negatives or other documents, in any medium, prepared by the Contractor's Instruments of Services in the performance of this Contract shall be the exclusive property of the Tribes and all such materials shall be remitted to the Owner by the Contractor upon completion, termination or cancellation of this Contract. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than in the performance of the Contractor's obligations under this Contract, without prior written consent to the Tribes.

10. SUCCESSORS AND ASSIGNS: The parties agree that this Contract shall be binding upon the Tribes and upon the Contractor, his partners and successors. The Contractor shall neither assign, transfer nor delegate any rights, obligations, monies or duties under this Contract without the prior written consent of the Tribes.

11. TERO FEE: Contractor will be responsible for application(s) and payment of TERO fee equal to 2% of the total contract price.

12. OWNER CONTACT PERSON(S):

George Rishel, Project Manager
Planning and Development
(405) 422-7640

Daniel Tallbear, Director
Planning and Development
(405) 422-7503

Chieko Buffalo, Director
EPA Program
(405) 422-7469

13. TERMINATION:

- A. The Tribes shall have the right, in its sole and absolute discretion to terminate this Contract immediately for its convenience.
- B. Upon termination and prior to termination, all documents, data and reports prepared by Contractor under this Contract shall become the property of and be delivered to the Tribes.
- C. Upon notification, Contractor shall immediately cease all work as directed in the notice and minimize further costs to the Tribes.

- D. In the event termination notice is provided, neither party shall suspend performance of any of its' obligations or undertakings under this Contract until the notice period has expired. The non-terminating party shall deem notification effective upon receipt. Each party shall cooperate in making an orderly transition for termination of the Contract.
- E. Contractor agrees that the Tribes' decision to terminate this Contract shall be final. The Tribes shall not be bound by a financial obligation to Contractor upon termination of this Contract, except for payments due in accordance with the terms of this Contract for Covered Services provided prior to contract termination.
- F. The use of any signs, trademarks, letterhead, forms or other materials associating Contractor with the Tribes is specifically forbidden without express written approval of the Tribes. In the event of termination or expiration of this Contract, any such approvals are automatically withdrawn and all such use shall be ceased.
- G. Upon termination or expiration of this Contract, Contractor agrees to immediately return to the Tribes, all property of the Tribes, including, but not limited to manuals, forms, procedures and policies.
- 14. NOTICES:** All notices to the Tribes must be in writing. All notices, payments, requests, demands, or other communications required or permitted pursuant to this Contract may be effected either by personal delivery or delivered certified or registered mail, return receipt requested, postage prepaid and properly addressed to the Parties at the addresses listed immediately below. Notice to the Tribes shall not be complete or proper unless given to all addresses. Notices shall be deemed communicated as of the date of actual receipt. Parties may designate a new address after providing actual written notice to the other Party of such new address. All notices shall be delivered as follows:

To the Tribes: Cheyenne and Arapaho Tribes
 Office of the Governor
 P.O. Box 167
 Concho, OK 73022

With a Copy to: Planning and Development Program
 P.O. Box 167
 Concho, OK 73022

- 15. REPRESENTATIONS AND WARRANTIES.** Contractor warrants that the work product produced by Contractor shall conform to the promises or affirmations of fact made by Contractor and is free of any defect in equipment, material, or workmanship. This warranty shall continue for a period of one year from the date of final acceptance. The Contractor shall remedy at Contractor's expense, any failure to conform, or any defect.

16. CONDITIONS PRECEDENT. This Contract shall become effective only upon satisfaction of the following conditions precedent:

- A. Full execution of this Contract;
- B. Tribes' receipt of the following in form and substance acceptable to the Tribes, each of which shall be attached hereto as indicated exhibits:
 - (a) Any and all licenses and/or authorizations issued by the appropriate governmental authorities necessary to allow Contractor to legally perform the services required under this Contract;
 - (b) Current Certificate(s) of Insurance; and
 - (c) A fully completed Request for Taxpayer Identification Number and Certification, IRS Form W-9.

17. AMENDMENTS. The terms and/or provisions of this Contract may not be amended or modified unless the Addendum or Amendment is mutually agreed upon, written and signed by both Parties and attached to the original Contract, and made a part, hereof.

18. ASSIGNMENT AND DELEGATION. Contractor may not assign any of Contractor's rights or delegate any of Contractor's duties hereunder without the prior written consent of the Tribes. The Tribes may assign this Contract or any of its rights or delegate its duties to any transferee or assignee of the Tribes, upon written notice to Contractor.

19. BINDING EFFECT. This Contract shall be binding upon, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representatives, successors and assigns.

20. CHANGE IN OWNERSHIP OR COMPOSITION OF CONTRACTOR. Contractor shall provide the Tribes with immediate written notice in the event of any change in composition or legal or beneficial ownership of Contractor.

21. COMPLIANCE WITH RULES, REGULATIONS, POLICIES AND PROCEDURES. Contractor agrees to be bound by and comply with applicable rules, regulations, policies and procedures of the Tribes, State of Oklahoma, and Federal government. Contractor, its employees and representatives, plus all those below it in the contractual chain, shall at all times comply with all ordinances, statutes, rules and regulations, whether municipal, state, or federal, including the **2018 International Building Codes** to include, but not limited to, mechanical, electrical, plumbing and building codes. Contractors, and those below it in the contractual chain, also shall be responsible for compliance with all safety rules and regulations created under the Occupational Safety and Health Act and other pertinent safety statutes, ordinances, and rules, regulations and industry standards. Contractor agrees to cooperate with any administrative procedures which may be adopted by the Tribes regarding the performance of Covered Services pursuant to this Contract.

22. CONFIDENTIALITY. Contractor acknowledges that all material and information acquired in connection with this Contract, is confidential and proprietary data and shall not during and

after the term of this contract, disclose, duplicate or utilize information without written consent of the Tribes. Contractor shall hold material and information in the strictest of confidence and agrees not to use this information or material in any manner, except for the performance and management of this Contract. Contractor shall return all information, notes and compilations to the Owner immediately after the need for such information has expired.

- 23. CONFLICT OF INTEREST.** During the term of this Contract, Contractor will not enter into any activity, employment or business arrangement which conflicts with the interest of the Tribes or obligations of the Contractor under this Contract. Contractor agrees to advise the Tribes of Contractor's position with respect to any activity, employment or business arrangement contemplated by Contractor, which might conflict or give the appearance of conflict with the interests of the Tribes.
- 24. FORCE MAJEURE.** Any prevention of performance of the terms of obligations of this Contract by the Tribes or Contractor due to strike, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform under this Contract, shall excuse said performance for a period equal to the duration of the prevention or delay.
- 25. GRATUITIES.** The Tribes may, by written notice, terminate this Contract, in whole or in part, if the Tribes determine that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the Tribes for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or a favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Tribes, in addition to any other rights or remedies shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Contractor.
- 26. INDEMNIFICATION.** Regardless of the merits, Contractor agrees to indemnify, hold harmless, and defend the Tribes, its officers, and employees against any and all claims for damage, loss, demand, cause of action, liability, injury, punitive damages, costs and expense of every type, arising directly or indirectly from any act or omission of Contractor, Contractor's employees, associates, agents or representatives.
- 27. INDEPENDENT CONTRACTOR STATUS.** This Contract is not intended to create any relationship between the Tribes and Contractor, other than that of independent entities, contracting with each other, solely for the purposes of effecting the provisions of this Contract. The Tribes shall not be responsible for withholding or payment of taxes on any funds paid to Contractor. Contractor shall have no authority to incur indebtedness, commit or obligate the Tribes as an agent, representative or employee of the Tribes, unless such authority is authorized by the Tribes in writing.

- A. Contractor shall maintain responsibility for hiring, supervising and paying assistants or other employees to perform Covered Services. However, all employees shall be subject to the terms of this Contract.
 - B. Contractor is not prohibited from performing or making Contractor's services available to the general public on a regular and consistent basis. Nor is Contractor restricted from seeking and performing other gainful work. The Tribes may contract with others to perform the same services as provided by Contractor.
 - C. Contractor shall determine the order and sequence of Contractor's work unless otherwise specified.
28. **DISPUTE RESOLUTION.** All disputes in any manner relating to or arising out of this Agreement which the Parties cannot resolve themselves shall be resolved first through mediation and second through the Tribal Court of the Cheyenne and Arapaho Tribes of Oklahoma. The decision or award of the Tribal Court shall be binding and enforceable by the Parties. All parties shall be responsible for their own costs and attorney's fees unless otherwise provided by law, regardless of the Tribal Court's determination of the prevailing Party to be.
- Nothing in this Agreement shall be deemed to waive Sovereign Immunity of the Cheyenne and Arapaho Tribes. Furthermore, any waiver of Sovereign Immunity must be done so in accordance with Article X Section 1 of the Constitution of the Cheyenne and Arapaho Tribes (2006).
29. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the Constitution, Laws, Statutes, and common law of the Cheyenne and Arapaho Tribes of Oklahoma not prohibited by applicable Federal Law, and, if none, then the Federal law including Federal common law, and, if none, then the laws of any State or other jurisdiction which the Court finds to be compatible with the public policy and needs of the Tribes.
30. **LIENS:** Contractor warrants that the material and workmanship supplied under this contract be free of any and all liens.
31. **NO WAIVER.** The Tribe's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the Tribes accept and acquiesce in the nonconforming performance, know of the nature of the performance and fail to object to it.
32. **OWNERSHIP OF WORK PRODUCT.** All tangible work product produced by Contractor in the performance of this Contract is specially ordered by the Tribes and shall be deemed to be "work-made-for-hire" and shall be the exclusive and unrestricted property of the Tribes. To the extent that any copyright in the intellectual product of this Contract may originally vest in Contractor, Contractor hereby transfers all copyright ownership in the product to the Tribes. In the event of termination of this Contract, all materials produced by and in the possession of Contractor shall be returned to the Tribes. Contractor relinquishes all reserved

rights; including patents, trademarks, copyrights, title and trade secrets. In the event Contractor acquires any rights to any work product, Contractor hereby grants to the Tribes an irrevocable license of unlimited duration for the possession, use and control of the work product for any commercial or non-commercial purpose.

- 33. RESPONSIBLE ACTS AND OMISSIONS.** Contractor shall be responsible for Contractor's own acts and omissions and claims and damages, and expenses which may result or arise out of acts and omissions caused or alleged to have been caused by such Contractor, Contractor's employees, subcontractors or representatives.
- 34. RIGHT OF OFFSET.** The Owner may offset against any sums due Contractor, any expenses or costs incurred by the Tribes or damages assessed by the Tribes concerning Contractor's nonconforming performance or failure to perform the Contract, including expenses, overpayments, costs and damages. In the event the Contract has terminated and it is subsequently determined that the Tribes has overpaid Contractor or has incurred costs or damages caused by Contractor, the Tribes are entitled to recover the amount due.
- 35. RISK OF LOSS.** Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated. Receipt of nonconforming materials does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 36. SEVERABILITY.** Provisions of this Contract are severable. If any provision of this Contract is void, invalid or unenforceable, it shall be considered deleted from this Contract and the invalidity of such provision shall not affect the validity or enforceability of any other provisions which shall be given effect in the absence of the invalid provision. The remaining provisions shall continue in full force and effect without being invalidated.
- 37. SUBCONTRACTS.** Contractor shall not enter into any Subcontract under this Contract without first submitting a list of all potential subcontractors. List of Subcontractors must have written approval of the Tribes. The Subcontract must incorporate by reference the terms and conditions of this Contract.
- 38. SUPPORTING DOCUMENTS AND INFORMATION.** In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish the Tribes with any further documents and information deemed necessary by the Tribes.
- 39. TAX INDEMNIFICATION.** Contractor shall pay all Federal, State, and local taxes applicable to Contractor's operation. Contractor shall hold the Tribes harmless from responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations and any other costs.
- 40. THIRD PARTY BENEFICIARIES.** It is not intended that there are any third-party beneficiaries to this Contract.

41. WAIVER. The Tribes' failure to take action for any breach of this Contract shall not be deemed to be a waiver by the Tribes even if it acquiesces to the nature of the performance and fails to object to it. The subsequent acceptance of partial performance under this Contract by the Tribes shall not be deemed to be a waiver of any preceding breach by Contractor. In the event a condition is waived, all other terms and provisions shall remain in full force and effect.

42. AUTHORIZATION. Each person executing this Contract warrants to all parties hereto that such person is authorized to execute and deliver the Contract on behalf of the party for which that execution occurs. The signatory authority authorized to execute this Contract and/or Amendments on behalf of the Tribes shall be the Governor of the Tribes.

CONTRACTOR:

Signature

CRUTCHO CREEK FARMS, LLC.
6625 NE 10TH ST
MIDWEST CITY, OK 73110

DATE: _____

CHEYENNE AND ARAPAHO TRIBES:



Signature

REGGIE WASSANA, GOVERNOR
P.O. BOX 167
CONCHO, OK 73022

DATE: 9-3-2025