

**ELEVENTH LEGISLATURE
OF THE
CHEYENNE AND ARAPAHO TRIBES
SPECIAL SESSION
FEBRUARY 26, 2026
CONCHO, OK**

RESOLUTION: A Resolution to Approve an Oklahoma Forest Service Food Forest Agreement and to Appropriate Funds to leverage for reimbursement for Food Forest.

RESOLUTION NO: 11L-SS-2026-0226-006
DATE INTRODUCED: February 23, 2026
SPONSOR: Kendrick Sleeper, District A2
CO-SPONSOR: Rector Candy, District A4

SUBJECT: A Resolution to Approve of an Oklahoma Forest Service Food Forest Agreement and to Appropriate Funds to leverage for reimbursement for Food Forest.

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 VI, Section 5(d) of the Constitution, vests in the Legislature the power to raise revenue and appropriate funds for expenditure; 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 have determined a need to enter into an Agreement with Oklahoma Forest Service to plant a food forest ; and

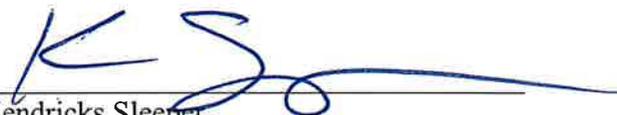
WHEREAS: The Cheyenne and Arapaho Tribes Environmental Protection Agency Program have plan for a designated location for Food Forest located across from Building One; and will not interfere with any sacred sites or culturally significant area; and

WHEREAS: The Cheyenne and Arapaho Tribes EPA Program will enter into a contract with Oklahoma Forest Service to carry out all workplan activities and manage budget and oversee project in agreement is implemented; and

WHEREAS: The Cheyenne and Arapaho Tribes EPA Program, Fire Management, Parks and Recreation, and Operations and Maintenance will work closely on roles and responsibility towards making the Food Forest a success for years to come for our tribal communities; and

WHEREAS: The Eleventh Legislature of the Cheyenne and Arapaho Tribes finds it is necessary to appropriate funding for reimbursement in the amount of \$75,000.00 to be reimbursed from Tax Commission funds; and

NOW THEREFORE BE IT RESOLVED, that the Eleventh Legislature of the Cheyenne and Arapaho Tribes, pursuant to its Constitutional authority, approves and appropriates funding in the amount of \$75,000.00 from Tax Commission Funds for the Food Forest and authorizes the Governor to execute any and all documents necessary to carry out the intent of this resolution.


Kendricks Sleeper
Speaker of the Eleventh 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. 11L-SS-2026-0226-006 which was acted upon by the Legislature of the Cheyenne and Arapaho Tribes in a Special Session of the Eleventh Legislature, by a roll call vote on the 26th day of February 2026.

VOTE RECORD:

DISTRICT	LEGISLATOR	YES	NO	ABSTAIN	ABSENT
A1	Pamela Sutton	✓			
A2	Kendricks Sleeper	✓			
A3	Travis Ruiz	✓			
A4	Rector Candy	✓			
C1	Bruce Whiteman, Jr.	✓			
C2	Milan Roman Nose, Jr.	✓			
C3	Thomas Trout	✓			
C4	Mariah Youngbull	✓			
TOTAL		8			
Passes (X) Fails () Tabled () Allowed to Die () No Action ()					

Pursuant to Article VI, Section 5, subsection (a) of the Tribes Constitution reads in part: "Tie votes in the Legislature shall be decided by the Governor."

		YES	NO	ABSENT
Governor	Reggie Wassana			


 Jodi White Buffalo, Legislative Clerk
 Eleventh 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 26th day of February, 2026.



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. 11L-SS-2026-0226-006.

Space below is reserved for Stamp:

Received (Date) Office of Record Management

Signature: Cheryl Blind

Print Name: Cheryl Blind

Title: Director

Date: 2/26/26

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



AGREEMENT

BY AND BETWEEN

THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

AND

Cheyenne and Arapaho Tribes

This Agreement by and between the Oklahoma Department of Agriculture, Food, and Forestry (Department), P.O. Box 528804, Oklahoma City, Oklahoma 73152-8804 and The Cheyenne and Arapaho Tribes, 100 Red Moon Cir., Concho, OK 73022, is accepted by both the Department and The Cheyenne and Arapaho Tribes for the purpose of implementing forest management practices on the community forest as part of the Undeserved Landowner Outreach Program funded through the United States Forest Service (USFS).

NAME OF PROJECT

The Cheyenne and Arapaho Tribes Forest Management Project

PURPOSE

The purpose of this project is to assist with the coordination and implementation of the aforementioned project.

AGREEMENT TERMS

This Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000.00) in federal funds, unless otherwise increased or decreased. The funds shall be payable based upon properly submitted invoices. The Cheyenne and Arapaho Tribes shall submit reports annually when requested by the Department. All reports, invoices and correspondence regarding this Agreement shall include the purchase order number for the benefit of all parties. No expenditures shall be made by The Cheyenne and Arapaho Tribes pursuant to this Agreement until after receiving a copy of the purchase order.

DURATION

This Agreement shall be valid and in effect only after it is signed, dated, and a purchase order issued (Effective Date) and shall conclude twelve (12) months from the Effective Date. All invoices for monies pursuant to this Agreement shall contain only expenditures occurring during the term of this Agreement. This Agreement may be renewed for one (1) additional year dependent on United States Forest Service Extensions with the same terms and conditions upon approval by both the Department and The Cheyenne and Arapaho Tribes. During the effective term of this

Agreement, should funding be reduced or limited, the Department may limit or reduce the monies available pursuant to this Agreement via issuance of a change order.

TERMINATION AND AMENDMENTS

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by authorized officials of the Department and The Cheyenne and Arapaho Tribes. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party. Early termination of this Agreement shall require an amendment to this Agreement and may require reimbursement up to the Agreement amount.

THE CHEYENNE AND ARAPAHO TRIBES AGREES

1. To develop a process for and implement the Project including but not limited to implementing forest management on twenty (20) acres of community forest to reduce the risk of wildfire, protect water quality, promote native species, develop a publicly accessible food forest, and overall promote a healthy, resilient forest.
2. To insure proper Personnel Protective Equipment is utilized during any forest management activities associated with this project.
3. To maintain financial records connected with this project in accordance with the provisions of 40 C.F.R. § 31.20, and upon request, make the records available for audit or program review.
4. To provide invoices identifying all charges against the project for reimbursement up to but not exceeding Seventy-Five Thousand Dollars (\$75,000.00).
5. To provide to the Department a comprehensive final written report of the Project detailing the work performed, the results and accomplishments obtained, and a financial report detailing all expenses actually incurred. The final report shall be submitted no later than sixty (60) days after performance of the responsibilities outlined in this Agreement.
6. And certifies that it and all proposed subcontractors, whether known or unknown at the time this Agreement is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
7. To retain all necessary records, books, and any other reasonably necessary documentation relating to the nature, time, and scope of the Agreement, regardless of form, for a period of seven (7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, the records shall be maintained for two (2) years from the date that all issues arising out of the action are resolved.
8. To allow the State Auditor or any other auditor specified by the Department to conduct an examination of any and all pertinent records, including books, documents, papers, records, accounting procedures and practices, claims, and other data regardless of type whether in written form, computer data, or any other form filed or produced relating to OCCF's

performance under this Agreement or any of its subcontractors engaged in the performance of or involving any transactions related to this Agreement.

DEPARTMENT AGREES

1. To reimburse The Cheyenne and Arapaho Tribes upon submission of proper invoices up to the Agreement amount of Seventy-Five Thousand Dollars (\$75,000.00) of federal funds to support the designated Project unless otherwise increased or decreased by appropriations.
2. To provide technical assistance with the implementation of this project.
3. To provide payment to The Cheyenne and Arapaho Tribes in a timely manner upon receiving a proper invoice.

COMPLIANCE

This Agreement is made expressly subject to, and the parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all rules and regulations now existing or that may be promulgated in accordance with all laws applicable in any way to the performance of this Agreement including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

SEVERABILITY

If any provision of this Agreement is found illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement shall not be affected. Additionally, for each provision of this Agreement found illegal, invalid, or unenforceable the parties shall add as an amendment to this Agreement a valid and enforceable provision as similar as possible to the terms contained in the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

For The Cheyene and Arapaho Tribes

Designee

Date

FOR THE DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

Forestry Director or Designee, Forestry Services

Date

Blayne Arthur, Commissioner or Designee

Date

Cheyenne and Arapaho Tribes

Cheyenne and Arapaho Food Forest

Concho, Oklahoma

The Cheyenne and Arapaho Tribes \$75,000.00 for the Cheyenne and Arapaho Tribes Food Forest project to encourage, inspire, and promote awareness about natural resources, food sovereignty and education. This forest will offer sustainable, low-maintenance, and productive ecosystems that mimic natural forests to provide abundant, nutrient-dense food while fostering biodiversity and improving soil health.

The Cheyenne and Arapaho Tribes are sovereign tribes and exercise jurisdiction over their land base. The Tribes service area is in eleven (11) counties including all of Dewey, Custer, Washita, and Roger Mills counties and portions of Blaine, Canadian, Kingfisher, Beckham, Major, Woodward, and Ellis counties. Due to the large jurisdictional land base of 8,992 square miles owned by the Tribes', it is of the utmost importance that the tribes maintain the natural resources using land management practices on their tribal lands and utilize the ponds to create a fish stocking program. This project will focus on one area at Concho, Oklahoma in Canadian County.

The Tribes' EPA Program, Fire Management, Parks and Recreation and Operations and Maintenance will help build and sustain the food forest. Historically the tribes came from the marshes up in the Great Lakes and eventually down to Oklahoma and have adapted to agriculture and living off natural resources within their environment. A food forest strengthens community resilience by providing free, locally grown fruits, nuts, and vegetables while improving biodiversity and soil health. It also creates a shared green space where people can learn, connect, and work together, fostering education, food sovereignty, and social bonds.

The Cheyenne and Arapaho Tribes are focusing on mitigating 20+ acres on the Cheyenne and Arapaho's Concho campus, planting fruit and nut trees native to Oklahoma. The food forest will be located near Caddo Springs that will help planting a food forest near a natural spring helps it grow by providing a consistent water source and creating a cooler, more humid microclimate that supports diverse plant life. It can also protect the spring itself by stabilizing soil, reducing erosion, filtering runoff, and improving overall water quality.

Goals/Objectives: What are the goals of the project? List measurable objectives that work towards achieving the project goals.

Goals:

Goal 1: Mitigate the 20 acres for food forest control erosion, manage water flow, remove invasive species, and establish native support plants to create a stable, fertile foundation for a thriving food forest.

Objective 1: Improve soil health

Objective 2: control erosion

Objective 3: manage water flow

Objective 4: remove invasive species

Objective 5: establish native support plants to create a stable fertile foundation for thriving food forest

Goal 2: Establish a diverse, climate-appropriate tree canopy that forms the foundation of a healthy, resilient food forest.

Objective 1: Source high-quality, disease-free trees suited to local soil and climate conditions

Objective 2: Prioritize a mix of fruit, nut, nitrogen-fixing, and native support species

Objective 3: Procure from reputable local nurseries or community growers when possible

Objective 4: Plant at appropriate spacing and timing for optimal establishment

Objective 5: Implement proper planting techniques (mulching, staking if needed, watering plan)

Objective 6: Ensure early care and monitoring to promote strong root development and survival.

Goal 3: Develop an efficient, sustainable water management and irrigation system that supports healthy tree establishment while conserving and protecting local water resources.

Objective 1: Assess site drainage, slope, and soil infiltration to guide water design

Objective 2: Protect nearby natural water sources from runoff and contamination

Objective 3: Install efficient irrigation (e.g., drip systems) for targeted watering during establishment.

Objective 4: Reduce evaporation through canopy layering and organic mulch

Objective 5: Monitor soil moisture regularly to prevent over- or under-watering

I.Methodology – How you plan on accomplishing the task.

The Tribes' focus is to introduce the importance of a healthy diet and healthy habitat for fish to flourish and sell. The tribal EPA program will work with Wichita Mountains Wildlife Refuge (WMWR), on how to protect and manage the resources

and create an income for the tribes. The tribal youth and elders will learn about the fishery, climate change, how it affects the natural resources, and health for themselves and the wildlife habitats. Tribal youth and elders will take a survey at the end of the day to evaluate their experience and understanding of fish life's cycle, catching fish, and natural resources.

The following tribal programs and other organizations will instruct the tribes' youth and elders about the fish stocking program, climate change, how it affects our natural resources, and the cause and effects of ignoring and restoring them. Tribes' EPA staff, the Recreation, Exercise & Sports for the Elders and Children of our Tribes (RESPECT) program, experts from Fish and Wildlife, and the Tribal Language and Culture Department.

The EPA environmental specialist will work with the Tribes' Procurement Grant and Contracts (PG&C) to advertise for any equipment rented or purchased.

Experts from Oklahoma Forest Service (OFS) will help tribal staff with information to teach tribal youth and elders about the Food Forest and the subject from March 2026 through November 2026.

Forest mitigation activities will be conducted in coordination with the Fire Crew to reduce fuel loads, remove invasive species, improve site access, and prepare the area for food forest establishment while prioritizing safety and ecological integrity.

Tree procurement and planting will be overseen by the Environmental Program, which will ensure appropriate species selection, sourcing, and planting techniques; community members will be invited to participate in planting events to encourage engagement and stewardship.

Water management and irrigation infrastructure will be designed and installed in collaboration with the Parks and Recreation Program, incorporating sustainable practices such as efficient drip systems and water retention strategies.

Weekly monitoring and routine maintenance, including watering, mulching, and plant health assessments—will be carried out by Operation and Maintenance.

Overall project management, documentation, reporting, and evaluation will be led by the Environmental Protection Agency Program to track progress, measure outcomes, and guide adaptive management.

II. Outcome/results:

What are the expected work products?

Mitigated and site-prepared project area (fuel reduction, invasive removal, stabilized soil).

Approved food forest design plan with species list and planting layout.

Procured inventory of climate-appropriate trees and support plants.

Installed and documented tree plantings (with planting map and counts).

Functional water management and irrigation system (e.g., drip lines, swales, mulched basins).

Community engagement events completed (sign-in sheets, outreach materials, photos).

Weekly monitoring and maintenance logs from Grounds Crew.

Plant survival and establishment report (baseline and follow-up data).

Final project report including evaluation metrics, lessons learned, and recommendations for long-term stewardship.

What measurable benefits are expected?

Number of trees planted and survival rate (e.g., 85–95% survival after first year).

Reduction in fuel load (measured in cleared acreage or biomass removed).

Increase in canopy cover (percentage increase over baseline).

Improved soil health indicators (organic matter %, reduced erosion, improved infiltration rates).

Water conservation metrics (reduced irrigation use over time; gallons saved through efficient systems).

Biodiversity increase (documented increase in pollinator activity or native species presence).

Community participation numbers (volunteer hours, event attendance).

Food production yield (pounds of produce harvested annually once established).

Reduced maintenance costs over time compared to conventional landscaping.

Timeline:

Months	March	April	May	June	July	August	Sept.	Oct	Nov	Dec	JAN	Feb
Planning and site assessment	X											
Forest Mitigation and site prep	X	X										
Tree procurement		X										
Planting and irrigation			X									
Establishment and monitoring			X	X	X	X	X	X	X	X		

Evaluation and reporting												X	X
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I. Budget - Need a detailed line-item expenditure breakdown. Do not include contract support cost (indirect cost).

Materials & Supplies-\$75,000.00

Copy Paper- \$15.99 (1 case of 3reams) x 2 equals \$15.99

Camera to document growth of trees \$100

Pens 2pkg @ \$20.69 ea. = \$41.38

Gloves 4 pair @ \$15.98 ea.= \$63.92

Apple Seedlings \$95.98 ea. X 20= \$1,919.60

Peach tree \$70.98 ea. X 20 = \$1,419.60

Plum tree \$72.98 ea. X 20 = \$1,459.6

Apricot tree \$63.98 ea. X 12 = \$719.76

Strawberry plants \$10.59 X 24 = \$254.16

Blueberry fruit plant \$19.91 ea. X 20= \$398.20

Grape vine – bare root \$59.99 ea. X 20 = \$1,199.80

Pecan trees \$27.99 ea. X 20 = \$559.8

Raspberry \$31.48 ea X 20 = \$629.60

Persimmon tree \$73.98 ea X 20 = \$1,479.60

Chestnut tree \$28.99 ea. X 20 = \$579.80

Paw paw tree \$94.00 ea. X 20 = \$1,880.00

Walnut tree \$46.20 ea. X 20 = \$924.00

Elderberry \$28.99 ea X 20 = \$579.80

Fig tree \$21.97 ea. X 20 = \$439.40

Hickory tree \$49.99 ea. X 20 = \$999.80

Mulberry tree \$45.97 ea. X 20 = \$919.40

Chokeberry shrub \$24.99 ea. X 20 = \$499.80

Eastern Redbud \$36.75 ea. X 20 = \$735.00

Prickly Pear cactus \$30.59 ea. X 10 = \$305.90

Fence to prevent deerbrowsing \$13,600.00
Mulch truckload \$1,000.00
Soil truckload \$2,000.00
Stakes for trees \$4.48 ea X 100 = \$448
Water and maintenance \$15,000.00
Fuel for mowing \$1,000.00
Mitigation \$11,250.00
Irrigation system \$5,000.00
Shipping \$1,000.00
Tools (shovels, rake, tarps etc.) \$500
Harvest bins 15 @ \$295.00 ea. = \$4,425.00
Harvesting bucket sling 10 @ \$65.49 = \$654.90
Paper bags 94 @ 9.98 ea. = \$938.00

Lease-\$0.00

Contractual- \$0.00

Equipment - \$0.00

Other- \$0.00

GRAND TOTAL- \$75,000.00

***** Trees are subject to change due to availability, species, time of planting, etc.
Grand Total amount will not increase or decrease.*****