

**ELEVENTH LEGISLATURE
OF THE
CHEYENNE AND ARAPAHO TRIBES
SPECIAL SESSION
SEPTEMBER 3, 2026
CONCHO, OK**

RESOLUTION: A Resolution to Appoint an Individual to Represent the Cheyenne and Arapaho Tribes for the Mountain Plains Inter-Tribal Coalition Charter and to Approve the Co-Management Agreement.

RESOLUTION NO: 11L-SS-2026-0903-002
DATE INTRODUCED: August 28, 2026
SPONSOR: Kendricks Sleeper, District A2
CO-SPONSOR: Rector Candy, District A4

SUBJECT: A Resolution to Appoint an Individual to Represent the Cheyenne and Arapaho Tribes for the Mountain Plains Inter-Tribal Coalition Charter and to Approve the Co-Management Agreement.

WHEREAS: The Cheyenne and Arapaho Tribes are federally recognized Indian Tribes, organized under a constitution approved by the Secretary of the Interior on April 4, 2006, 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: 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 Cheyenne and Arapaho Tribes is a federally recognized Indian tribe which has broad governmental authority set forth in its tribal constitution including the authority to work collaboratively with other Tribes, Pueblos, and Nations; to negotiate with federal, state, and local governments; and to preserve and promote the general welfare and resources, including ancestral lands, of the Cheyenne and Arapaho Tribes; and

WHEREAS: the Cheyenne and Arapaho Tribes Constitution approved on April 4, 2006 and provides that the governing body of the Tribes may exercise the powers and take the actions described in this Resolution; and

WHEREAS: the Cheyenne and Arapaho Tribes recognizes its ancestral and ongoing ties to the

lands, waters, animals, plants, and cultural resources of northern New Mexico, and further recognizes that those ancestral ties are shared by many other federally recognized Tribes, Pueblos, and Nations; and

WHEREAS: The Nature Conservancy (TNC), a District of Columbia non-profit corporation, has acquired an approximately 50,000-acre property (Property) in northeastern New Mexico, which is part of the ancestral homelands of the Cheyenne and Arapaho Tribes; and

WHEREAS: TNC is working to coordinate a phased transfer of approximately 34,000 acres of the Property to the State of New Mexico (the State) using U.S. Forest Service Forest Legacy Funding. The State's Energy, Minerals, and Natural Resources Department-Forestry Division intends to own this State Parcel in fee, subject to a Co-Management Agreement between the State and the Mountain Plains Inter-Tribal Coalition, which will be comprised of multiple federally-recognized Tribal Nations; and

WHEREAS: in a future stage of this project, TNC intends to transfer the remaining approximately 16,000 acres directly to the Mountain Plains Inter-Tribal Coalition (Tribal Parcel), once the entity is legally established and in a financial and operational position to accept management of the Tribal Parcel. The Tribal Parcel will be transferred to the Mountain Plains Inter-Tribal Coalition or a related entity in fee, subject to a perpetual conservation easement or other similar restriction held by a qualified holder; and

WHEREAS: This endeavor requires the creation of a Tribal Entity with key characteristics, including but not limited to equal representation for all interested tribes in the coalition, the possibility for additional tribes to join the Tribal Entity after its initial formation, the capacity to enter into a memorandum of understanding with the State to co-manage the State Parcel, the ability to hold the Tribal Parcel land in fee, the ability to manage contracts, grants, staff and programs to carry out management activities on both the State Parcel and Tribal Parcel, and the protection of the sovereignty of each participating tribe; and

WHEREAS: the Tribes who form the Mountain Plains Inter-Tribal Coalition intend to create a tribally-led, sovereign, and collaborative structure for the stewardship, governance, protection, restoration, use, and long-term care of the Property; and

WHEREAS: the Eleventh Legislature has reviewed the Mountain Plains Inter-Tribal Coalition Charter and the Co-Management Agreement and believes the action taken by this resolution to be in the best interests of the Cheyenne and Arapaho Tribes; and

WHEREAS: the Cheyenne and Arapaho Tribes approve the Mountain Plains Inter-Tribal Coalition Charter, agree to join the Mountain Plains Inter-Tribal Coalition, and delegates limited authority to the Mountain Plains Inter-Tribal Coalition for use and stewardship of the Property as described in the Mountain Plains Inter-Tribal

Coalition Charter; and

WHEREAS: The Cheyenne and Arapaho Tribes designates the Executive Director of Business to be a voting representative to the Mountain Plains Inter-Tribal Coalition on behalf of the Tribes. The Tribes designate decision-making authority on behalf of the Tribes to its designated representative for planning and stewardship decisions, as described in the Mountain Plains Inter-Tribal Coalition Charter. The designated representative shall not have delegated decision-making authority for decisions that require additional Legislative or Governor approval, as described in the Mountain Plains Inter-Tribal Coalition Charter; and

WHEREAS: The Cheyenne and Arapaho Tribes further designates the Executive Director of Language and Culture as alternatives who shall have the same designated authority as the aforementioned designated representative and shall attend Mountain Plains Inter-Tribal Coalition meetings and vote on behalf of the Cheyenne and Arapaho Tribes if the designated representative is unable to attend; and

BE IT RESOLVED THAT subject to the Legislature's review and approval of the final Co-Management Agreement, which shall be confirmed in writing, the Cheyenne and Arapaho Tribes agree to enter the Co-Management Agreement with the State of New Mexico as a member of the Mountain Plains Inter-Tribal Coalition; and

BE IT FURTHER RESOLVED THAT the Cheyenne and Arapaho Tribes do not by this Resolution, by joining the Mountain Plains Inter-Tribal Coalition, or by appointing a voting representative to the Mountain Plains Inter-Tribal Coalition, waive, abridge, or limit its sovereign immunity. If the Mountain Plains Inter-Tribal Coalition waives, abridges, or limits its delegated sovereign immunity in the future through the unanimous consent and approval of each member Tribe, this action in no way waives, abridges, or limits the retained sovereign immunity of any of the member Tribes; and

BE IT FURTHER RESOLVED THAT the Cheyenne and Arapaho Tribes do not by this Resolution consent to the jurisdiction of any court or tribunal to adjudicate or decide the merits of any claim that is brought against the Cheyenne and Arapaho Tribes its programs, enterprises, committees, boards, officials, employees, agents, assigns, representatives, or any other person or entity enjoying the sovereign immunity of the Tribes; and

NOW THEREFORE BE IT RESOLVED the Eleventh Legislature approves and supports the Cheyenne and Arapaho Tribes' Engagement with the Nature Conservancy and its efforts to establish the Mountain Plains Inter-Tribal Coalition Charter, approves to join the charter, and, subject to final review by the Legislature and Executive office, agrees to enter the Co-Management Agreement with New Mexico and, subject to final review; authorizes Governor Wassana to execute any and all documents related to 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 Resolution No. 11L-SS-2026-0903-002 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 3rd day of September 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		7			1
Passes (☒) 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 4th day of September, 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-2026-0903-002.

Space below is reserved for Stamp:

Received (Date) Office of Record Management



Signature: Cheryl Blind

Print Name: Cheryl Blind

Title: Director

Date: 9/08/2026

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: Cruz Maldonado Title: Acting Executive Director
Contact Number: 405-422- Work E-mail: TMaldonado@cheyenneandara
Department: Dept. of Business Program: Administration/Agriculture
Date of Submission: 8-24-26 Date Document is Needed: _____
Regular/Special Session: Special

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: X; Revised Resolution to be adopted: _____
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.

A resolution to appoint an individual to represent the Cheyenne and Arapaho Tribe for the Mountain Plains Inter-Tribal Coalition Charter and to approve the CO-management Agreement

Program Director Approval: Cruz A Maldonado Date: 8/24/26
Department Executive Director Approval: Cruz A Maldonado Date: 8/24/26
Received and Reviewed by Legal Department, Executive Branch: _____
Tribal Attorney: [Signature] Date: _____
Received by Executive Office: _____ Date: _____
Governor Approval: [Signature] Date: _____

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: _____

MOUNTAIN PLAINS INTER-TRIBAL COALITION CHARTER

WHEREAS, representatives of the [INSERT LIST OF MEMBER TRIBES/NATIONS/PUEBLOS WHO JOIN BEFORE 9/18] (individually, “Tribe” and collectively, “Tribes”) agreed to establish the Mountain Plains Inter-Tribal Coalition (“Coalition”) to work collaboratively to honor the unique relationship the Tribes have to the lands referred to by colonial settlers as the Dawson Elk Valley Ranch Property (“Property”), an approximately 50,000-acre property in what is now known as northeastern New Mexico, and to protect and promote the unique and sacred religious, spiritual, historical, natural, scientific, and cultural resources of the Dawson Elk Valley landscape, including recognition and advancement of traditional knowledge (collectively, “Sacred Tribal Resources”);

WHEREAS, the [INSERT TRIBE/NATION/PUEBLO WHO JOINS BEFORE 9/18] is [DESCRIBE NATURE OF THE TRIBE AND REFERENCE THE PART OF THAT TRIBE’S LAW THAT AUTHORIZES THEM TO JOIN];

WHEREAS, in December 2025, The Nature Conservancy (“TNC”), a District of Columbia non-profit corporation, acquired the Property;

WHEREAS, TNC plans to coordinate a phased transfer of approximately 34,000 acres of the Property to the State of New Mexico (“the State Parcel”) using U.S. Forest Service Forest Legacy Program funding. The State’s Energy, Minerals, and Natural Resources Department–Forestry Division intends to own this State Parcel in fee, subject to a Co-Management Agreement between the State and the Coalition;

WHEREAS, in a future stage of this project, TNC intends to transfer the remaining approximately 16,000 acres directly to the Coalition (“Tribal Parcel”), once the Coalition is in a financial and operational position to accept management of the Tribal Parcel. The Tribal Parcel will be transferred in fee to the Coalition or an affiliated entity established to support the purposes of the Coalition, subject to a perpetual conservation easement or other similar restriction approved by the Coalition and TNC and held by a qualified holder;

WHEREAS, through formation of a Coalition, the member Tribes plan to engage in co-management of the State Parcel with the State of New Mexico and in future direct management of the Tribal Parcel for the protection, stewardship, and use of Sacred Tribal Resources on the Property;

WHEREAS, the member Tribes intend to create a tribally-led, sovereign, and collaborative structure for the stewardship, governance, protection, restoration, use, and long-term care of the Property;

NOW THEREFORE BE IT RESOLVED the Tribes hereby enter into this Charter to formalize and establish the Mountain Plains Inter-Tribal Coalition and to establish its purpose and operations, including the use of traditional knowledge to ensure the best possible tribal leadership, stewardship, and advocacy for the protection and collaborative use and management of the Property.

ARTICLE I

Name and Purpose

Section 1. Name. The name of this organization shall be the Mountain Plains Inter-Tribal Coalition.

Section 2. Purpose. The purpose of the Coalition is to act with a unified tribal voice in the collaborative use and management of the Property using traditional knowledge. The Coalition seeks to protect cultural values and ancestral connections, to coordinate Tribal participation and decision making on how the land can be best used for present and future generations, and to ensure that management honors Tribal sovereignty and responsibilities to land, water, wildlife, and future generations. This work includes developing a stewardship plan describing the condition of the Property and future stewardship activities, developing planning tools and collaboratively using and managing the State Parcel with the State in accordance with the Co-Management Agreement, developing a conservation easement or other restriction for the Tribal Parcel, managing all aspects of ownership of the Tribal Parcel, conducting public and private outreach and advocacy to promote the protection of resources within the Property, pursuing funding and capacity to support the Coalition's work, and undertaking other such action as are appropriate to ensure Coalition use, protection and stewardship of the Property.

Section 3. Scope of Authority.

(a) Each member Tribe has delegated authority to the Coalition via resolution to carry out the general purposes identified in Article I, Section 2, subject to the terms of this Charter. The Coalition has power to represent the interests of member Tribes, Nations, and Pueblos in communications and collaboration with the State regarding management of the Property. The Coalition has further power to engage in planning efforts and make decisions related to the use, management and stewardship of the Property.

(b) Final decision-making authority regarding certain actions is not delegated to the Coalition through this Charter and shall require additional final approval by Tribal governing bodies, as set out in Article V, Section 12.

(c) The Coalition is not authorized to independently represent member Tribes' interests in any matters other than the ownership and management of the Tribal Parcel and co-management of the State Parcel on the Property. Outside of the authority described in this Charter, the Coalition does not have final decision-making authority.

Section 4. Sovereign Immunity. By jointly exercising the delegated authority of its member Tribes, the Coalition retains the sovereign immunity of its member Tribes. Nothing herein is intended to or shall be interpreted to waive, abridge, or limit the immunity of the Coalition or its member Tribes. If the Coalition waives, abridges, or limits its delegated sovereign immunity in the future through the unanimous consent and approval of each member Tribe, this action in no way waives, abridges, or limits the retained sovereign immunity of any of the member Tribes.

Section 5. Consultation. The Coalition will not engage in formal consultation with the United States or the State. Each member Tribe may engage in formal consultation with the United States or the State on a direct, government-to-government basis according to Tribal preference and relevant federal or State laws. The Coalition can consult with other Tribes as needed to advance the Coalition's purposes.

ARTICLE II

Membership

Section 1. Member Tribes. The Mountain Plains Inter-Tribal Coalition is made up of the following [##] Tribes, Nations, and Pueblos: [LIST OF MEMBERS].

Section 2. Designated Representatives. Each member Tribe shall designate one voting representative to the Coalition and from one (1) to three (3) alternate representatives, one of whom may vote on behalf of their member Tribe if the designated representative is unable to attend a meeting. Each member Tribe shall notify the Coalition in writing as to the identity of their representative(s), and may change its voting representative or alternate representative(s) by providing notification to the Coalition at any time. Member Tribes may also bring additional non-voting tribal representatives and advisors to meetings where subject matter expertise, experience, or authority may be useful to the discussion.

Section 3. New Member Tribes.

(a) If any of the following Tribes, Nations, or Pueblos petition the Coalition for membership, the request will be considered pre-approved and the

petitioning Tribe will be formally inducted into the Coalition once the petitioning Tribe passes an authorizing resolution delegating authority to the Coalition for use, management and stewardship of the Property and approving all other Coalition actions then in effect that require explicit authorization by the governing bodies of the member Tribes. The petitioning Tribe's formal induction will occur at the next regularly scheduled meeting of the Coalition through a process or ceremony that the Coalition members deem appropriate:

[INSERT PRE-APPROVED LIST]

(b) If any Tribe, Nation, or Pueblo not on the aforementioned list petitions the Coalition for membership, the following process will be followed:

(i) The Coalition representatives will consider the new Tribe's request using traditional, consensus-based discussion;

(ii) If all representatives reach consensus that the new Tribe's request should be approved, the Coalition shall recommend in writing to the governing bodies of the member Tribes that the petitioning Tribe be added to the Coalition;

(iii) Each governing body of the member Tribes will consider whether to approve the addition of the new Tribe to the Coalition and, if in favor, will express this approval through tribal resolution or other formal written authorization;

(iv) If all governing bodies of member Tribes are in agreement, the new Tribe shall then pass an authorizing resolution delegating authority to the Coalition for use, management and stewardship of the Property and approving all other Coalition actions then in effect that require explicit authorization by the governing bodies of the member Tribes;

(v) The new Tribe will be formally inducted into the Coalition at the next regularly scheduled meeting of the Coalition through a process or ceremony that the Coalition members deem appropriate.

(vi) In the event the Coalition representatives or one or more member Tribe(s) declines to approve the addition of the new Tribe, the petition shall be denied.

ARTICLE III Leadership

Section 1. Coalition Leadership. The Coalition shall have a Chairperson, a Vice-Chair, a Treasurer, and a Secretary elected by Coalition representatives. Potential candidates for these leadership positions shall be identified through

nomination, including self-nomination where appropriate. Candidates for leadership positions shall be selected from the pool of voting representatives from the member Tribes unless the selection process is changed through adoption of bylaws or other action of the Coalition representatives to include individuals outside of that group. The initial leadership election shall occur at the first meeting of the Coalition or through unanimous written consent prior to September 29, 2026. As needed, the Coalition may develop additional leadership positions or governing bodies, such as an executive board, without amendment of this Charter, either through adoption of bylaws or other action of the Coalition representatives.

Section 2. Duties of Coalition Leadership. The Chairperson is authorized to execute all agreements, documents, letters, or other writings on behalf of the Coalition, if such action is approved by the Coalition according to this Charter. The Coalition leadership shall exercise any authority delegated or responsibility assigned to them either through adoption of bylaws or other action of the Coalition representatives. These authorities and responsibilities shall be described in writing and shall be circulated to all members of the Coalition once they are adopted.

Section 3. Term of Coalition Leadership. The Coalition leadership shall serve for up to three years. The respective terms of the Coalition leadership positions shall be staggered to ensure continuity and stability. The schedule for these leadership terms shall be established either through adoption of bylaws or other action of the Coalition representatives. Prior to the expiration of the leadership term, the Coalition will act to elect new leadership. Coalition leadership shall be selected by consensus, if possible. If no consensus can be reached, the Coalition leadership shall be selected by majority vote. Coalition leadership may be removed for cause by a majority vote, at which time a new representative shall be elected to fill the vacancy using the processes set out for elections.

ARTICLE IV Coalition Business

Section 1. Scheduling of Meetings.

(a) The Coalition shall meet at a frequency appropriate to carry out its purposes. The meeting schedule shall be provided with sufficient advance notice to allow member Tribes and their representatives to plan for and attend meetings.

(b) The proposed agenda for each meeting shall be circulated by the Chairperson at least one week in advance. Representatives may propose additional topics for consideration to the Chairperson.

(c) Meetings shall be in-person or on Zoom or another communication platform where all representatives can hear and participate in the discussion, as specified in the meeting notice.

(d) Emergency meetings of the Coalition can be called by the Chairperson, Vice Chairperson, or any two member Tribes as needed with twenty-four (24) hours' notice to all member Tribes.

(e) The Secretary shall promptly circulate a summary and meeting minutes following each meeting to all Coalition representatives.

Section 2. Quorum and Attendance.

(a) A quorum is met upon the presence of one voting representative of at least half of the member Tribes. If a quorum is not reached, the meeting shall be rescheduled for another date and time when a quorum can be achieved.

(b) If a member Tribe's voting representative and all of its alternate representatives are unable to attend a given Coalition meeting, the member Tribe shall have the ability to designate a proxy to vote on behalf of the Tribe. This proxy designation shall occur in writing prior to the Coalition meeting. A member Tribe may use a proxy for no more than three (3) Coalition meetings in a calendar year.

(c) If a member Tribe does not have a voting representative, an alternate voting representative, or a proxy representative present at three (3) consecutive meetings, the Coalition shall send a letter to the governing body of the absent member Tribe to inquire about the status of that Tribe's participation in the Coalition. The Coalition may establish further procedures to address the potential scenario in which the governing body of the absent member Tribe makes no response either through adoption of bylaws or other action of the Coalition representatives.

Section 3. Coalition Meetings.

(a) Prayer. All Coalition meetings shall open with a prayer or blessing.

(b) Coalition Voting.

(i) The Coalition will use scheduled meetings to conduct Coalition business. The Coalition will strive to reach consensus for all major decisions by creating a respectful environment in which all member Tribes have an equal voice in decisions. The Coalition will prioritize traditional decision-making processes and ways of working together, and may develop additional voting procedures without amendment to this Charter, either through adoption of bylaws or other action of the Coalition representatives. Any additional voting procedures must be in writing and communicated clearly to all member Tribes.

(ii) If consensus cannot be reached, and if additional voting procedures have not been developed by the Coalition, the Coalition may act upon

approval by a majority of voting representatives present at a duly noticed meeting at which quorum is met after a motion for vote is made and seconded.

(iii) Though each member Tribe may send additional attendees to meetings as appropriate, each Tribe shall speak with a single voice through its designated voting representative or alternate for the purpose of reaching consensus on final decisions. The Coalition may develop procedures governing when non-voting attendees may provide input in Coalition meetings without amendment to this Charter, either through adoption of bylaws or other action of the Coalition representatives. Those additional procedures must be in writing and communicated clearly to all member Tribes.

Section 4. Coalition Communications to Tribal Leadership. The designated Coalition representatives will regularly report to their respective Tribal governing body on the business transacted, including recommendations for approval of actions where final approval by member Tribes' governing bodies is deemed necessary under this Charter or where required by tribal or federal law.

Section 5. Non-Member Meeting Attendance. Subject to approval by the Coalition, third parties that are not members of the Coalition may attend meetings to provide Coalition representatives with information, technical support, advice or for any other purpose as determined by Coalition representatives.

Section 6. Establishment of Other Coalition Committees, Task Forces or Working Groups. Upon approval of the Coalition, subsidiary Coalition bodies may be established to effectuate the purposes of the Coalition, such as committees and task forces. The Coalition may delegate specific aspects of its authority to these subsidiary bodies in writing and communicated clearly to all member Tribes.

Section 7. Composition of other Coalition Committees. The subsidiary Coalition committees will be comprised of individuals selected and agreed upon by vote of the Coalition representatives under Article IV, Section 3.b. Committees may contain members of the Coalition or other individuals agreed to by the Coalition to help support its purpose.

Section 8. Coordination Between Coalition and its Committees. The subsidiary Coalition committees will receive direction from the Coalition Chair or other identified point of contact and will report directly to the Coalition to discuss work performed or requested.

ARTICLE V

Coalition Powers, Resources and Limitations

Section 1. Stewardship. The Coalition shall have authority to make and carry out decisions related to stewardship and management of the Property, except as otherwise provided in this Charter. The Coalition may expend funds for these

purposes without additional approval from the governing bodies of the member Tribes, so long as such funds are obtained from third parties or provided by a member Tribe pursuant to its own decision-making process without requiring contribution from other member Tribes.

Section 2. Use and Management. The Coalition may use the Property, and authorize others to use the Property, in any manner authorized by applicable law and consistent with the Co-Management Agreement (on the State Parcel) and any agreement with the landowner (on the Tribal Parcel). The Coalition has power to formulate stewardship priorities and collaborate on further developing a stewardship plan for the Property. The Coalition further has the authority to adopt and implement co-management and stewardship strategies or plans related to the use, stewardship, and management of the Property. This includes the authority to establish policies and procedures related to use, stewardship, and management of the Property, as needed.

Section 3. Staff. The Coalition may retain staff to exercise duties as explicitly delegated by the Coalition, including an Executive Director, either through adoption of bylaws or other action of the Coalition representatives. These delegated responsibilities shall be described in writing and communicated clearly to all member Tribes.

Section 4. Third Party Resources. The Coalition may work with, retain, or collaborate with third-party entities, including non-member Tribes, academic institutions, corporations, government entities, non-profit organizations, professionals and any other advisors, to carry out the purposes of the Coalition. Unless otherwise agreed to in writing, neither the Coalition nor its member Tribes will be liable for any expense incurred by a third-party working with the Coalition.

Section 5. Funding. The Coalition may seek third-party funding, resources, or other means of revenue generation to support its activities. Business of the Coalition, including general stewardship of the Property, may be funded by third parties as approved by the Coalition. The Coalition is authorized to open a bank account or other financial instrument to carry out this purpose, and to take other related steps to facilitate funding of the Coalition and its work, subject to the restriction on financial commitments in Article V, Section 12.d.

Section 6. Disbursements. Coalition funds may only be spent or obligated with the Coalition's approval.

Section 7. Assets. The Coalition may purchase equipment, services, or insurance as needed to fulfill the purposes of the Coalition and to further the use, management, and stewardship of the Property.

Section 8. Permits and Approvals. The Coalition may apply for any local, state or federal permits and approvals for its use, management and stewardship of the Property.

Section 9. Contracts and Other Agreements. The Coalition may enter into contracts, agreements, memoranda of understanding, and other arrangements necessary to facilitate the use and management of the Property and to further the Coalition's stewardship goals.

Section 10. Bylaws and Additional Procedures. The Coalition may develop bylaws to govern the internal policies and procedures of the Coalition. These bylaws must be adopted by the Coalition representatives according to the voting procedures described in Article IV, Section 3.b, be in writing, and be communicated clearly to all member Tribes.

Section 11. Other Actions. Member Tribes may authorize the Coalition to carry out additional activities to serve its purpose upon unanimous written approval of each member Tribe's governing body.

Section 12. Additional Authority from Member Tribes. The Coalition is not delegated authority through this Charter to engage in any of the following actions. If the Coalition contemplates any of the following actions, it shall discuss and develop a recommendation to share with governing bodies of member Tribes. Upon receipt of such recommendation, the governing bodies of the member Tribes shall work expeditiously to consider the recommendation and to take action as a member of the Coalition. Tribal leadership for each member Tribe may approve the action, propose a modifying action, seek alternative actions, or determine not to take a recommended action. Tribal leadership for each member Tribe may also request further analysis and recommendations from Coalition representatives.

- (a) Significant amendment of the Coalition Charter
- (b) Entering the Co-Management Agreement with State of New Mexico for the State Parcel, which can be approved at the same time as a Tribe's entry into the Coalition
- (c) Significant amendment of the Co-Management Agreement for the State Parcel
- (d) Entering financial commitments without third-party or individual member Tribe funding available to fully cover such commitments without requiring contribution from other member Tribes
- (e) Acquiring or disposing of the Tribal Parcel or any other property interest

(f) Any action or decision that purports to limit, modify, or abrogate the Tribal sovereign immunity of the Coalition or any member Tribe

(g) Any action for which at least one-third (1/3) of the Coalition representatives vote to seek final approval from the governing bodies of member Tribes

The Coalition shall develop a process if the governing body of one member Tribe exhibits extreme delay in reaching a decision or does not approve of an action that all other governing bodies of member Tribes support. The Coalition may develop these procedures without amendment to this Charter, either through adoption of bylaws or other action of the Coalition representatives. Those additional procedures must be in writing and communicated clearly to all member Tribes.

ARTICLE VI

Amendment, Departure, and Dissolution

Section 1. Amendment. This Charter may not be significantly modified except as set forth in a resolution approved by vote of the Coalition representatives and upon written approval from the governing body of each member Tribe. Significant modification includes, but is not limited to, changes that grant the Coalition additional authority, expand the Coalition's stewardship to new properties, implicate the sovereign immunity of the member Tribes, or fundamentally alter the purposes and/or governing structure of the Coalition. Minor clarifying edits are permitted by a unanimous vote of all Coalition representatives.

Section 2. Departure.

(a) If a member Tribe desires to leave the Coalition, the departing Tribe shall submit a written resignation letter to the Coalition. The Coalition's receipt and acknowledgement of the resignation letter shall trigger a 45-day waiting period in which the remaining member Tribes shall meet to discuss the impacts of the departing Tribe's withdrawal. The departing Tribe may attend this meeting and discuss their reasons for leaving, but is not required to do so. If the departing Tribe still wishes to leave the Coalition after the 45-day waiting period, the governing body of the departing Tribe shall pass a resolution withdrawing its delegated authority from the Coalition.

(b) Once the Coalition receives a copy of the departing Tribe's withdrawal resolution, the departing Tribe shall no longer be considered part of the Coalition and the Coalition will update this Charter and any other governing documents to reflect the change. Such changes shall not be considered an amendment requiring approval of the governing bodies or designated representatives of the remaining Tribes.

(c) Remaining member Tribes shall assume all rights and responsibilities of the Coalition.

Section 3. Dissolution. If member Tribes unanimously decide to dissolve the Coalition, those Tribes shall approve a plan to dispose of any Coalition assets and address any Coalition liabilities. In the absence of a mutually agreed upon plan for dissolution, all assets and liabilities of the Coalition will be assumed by the remaining member Tribes on a pro rata basis.

ARTICLE VII

Miscellaneous

Section 1. Counterparts. This Agreement may be executed in counterpart originals and each copy will have the same force and effect as if signed by all Parties.

Section 2. Confidentiality. The Coalition may maintain records, which could include confidential information from member Tribes or sensitive cultural resource information. The Coalition will not share a member Tribe's documents absent written permission from the member Tribe's representative. The Coalition may develop additional confidentiality procedures without amendment to this Charter, either through adoption of bylaws or other action of the Coalition representatives. Those additional procedures must be in writing and communicated clearly to all member Tribes.

ACCEPTED AND AGREED:

Signature

Name

Title

Tribe/Nation/Pueblo

Date

Draft Date: 8/21/26 NOTE: This document incorporates all tribal and state feedback received as of August 21, 2026. Review is still in progress, with a final draft anticipated on August 28, 2026.

DAWSON ELK VALLEY CO-MANAGEMENT AGREEMENT

This Co-Management Agreement (“Agreement”) is made and entered into by and between the Mountain Plains Inter-Tribal Coalition (“Coalition”), and the State of New Mexico Energy, Minerals and Natural Resources Department (“EMNRD”), Forestry Division (“Division”) (individually, a “Party” and collectively, the “Parties”). The Effective Date of this Agreement is the date on which both have occurred: (i) both Parties have executed this Agreement and (ii) the Division has acquired title to the Property, as defined below.

Recitals

WHEREAS, the Coalition is a coalition of federally recognized Tribes, who have delegated certain sovereign authorities to the Mountain Plains Inter-Tribal Coalition in order to jointly exercise their powers and responsibilities. All Tribes that are part of the Coalition have an ancestral tie to the property that is the subject of this Agreement.

WHEREAS, EMNRD is a department of the State of New Mexico, with five different divisions, including forestry. The vision of EMNRD is to make our state a leader in developing reliable supplies of energy, and energy-efficient technologies and practices, with a balanced approach toward conserving our renewable and non-renewable resources; to protect the environment and ensure responsible reclamation of land and resources affected by mineral extraction; to be effective in leading our state in growing healthy, sustainable forests and managing them for a variety of users and ecologically sound uses; and to improve the state park system into a nationwide leader that contributes to a sustainable economy statewide while protecting New Mexico’s natural, cultural, and recreational resources for posterity.

WHEREAS, the vision of the Forestry Division is a New Mexico where all are responsible stewards of the natural resources that enrich our lives and those of future generations.

WHEREAS, concurrently with this Agreement, the Division acquired an approximately 34,000-acre property in northern New Mexico known as Dawson Elk Valley, using funds from the U.S. Forest Service Forest Legacy Program (“FLP”). The Division’s FLP application is attached as Appendix A. According to the Forest Legacy Program Implementation Guidelines, “the purpose of the FLP is to identify and protect environmentally important forest areas that are threatened by conversion to non-forest uses and to promote forestland protection and other conservation opportunities. Desired outcomes include the protection of important scenic, cultural, fish, wildlife, and recreational resources, riparian areas, and other ecological values. Traditional forest uses, including timber management, as well as hunting, fishing, hiking, and similar recreational uses are consistent with purposes of the FLP.” The Division’s FLP grant

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agreement requires the Division to engage in Tribal co-management on the Dawson Elk Valley property.

WHEREAS, the Parties wish to engage in co-management of the Dawson Elk Valley property given the State of New Mexico's willingness to honor these lands as ancestral lands of the participating Tribes, Nations, and Pueblos, and which should be stewarded using Traditional Ecological Knowledge ("TEK"). The Parties envision that while the Division will hold title to the property and ensure compliance with the FLP, the Coalition will have primary use and management authority over the property. The Division may also provide funding and technical assistance to the Coalition, similar to the resources provided to private landowners in the State of New Mexico. The Parties desire this Agreement to set forth the specific ways in which the Parties will work together to achieve these objectives to serve as a model for generations to come.

Agreement

Now therefore, the Coalition and the Division hereby agree, for good and valuable consideration, as follows:

1. **Authority.** This Agreement is entered into between the Coalition and the State of New Mexico by and through the Division. The Division has authority to enter into this Agreement pursuant to New Mexico law, including New Mexico Statutes Annotated ("NMSA") 1978 §§ 68-2-6 and 68-2-12. The Coalition has authority to enter into this Agreement pursuant to Article V, Section 12.b of the Charter of the Mountain Plains Inter-Tribal Coalition.
2. **Geographic Scope.** This Agreement applies only to those areas included in Tract 1 (North) on the map attached as Appendix B and legally described in Appendix C ("Property").
3. **FLP Requirements.**
 - 3.1 The Parties shall ensure that the Property is used and managed to meet the conservation objectives and goals of the FLP, in accordance with the provisions of the Cooperative Forestry Assistance Act of 1978, P.L. 95-313 as amended (codified at 16 U.S.C. § 2101 et seq.), and is not converted to other noncompatible uses. Such conservation objectives and goals include protecting environmentally important forest areas that are threatened by conversion to non-forest uses and promoting forest land protection and other conservation opportunities. They also include protection of important scenic, cultural, fish, wildlife and recreational resources, riparian areas, and other ecological values.
 - 3.2 The following activities are prohibited on the Property:

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- 3.2.1 Industrial or commercial uses inconsistent with maintaining forest cover and that could negatively impact the Property's conservation values, as described in Appendix A.
- 3.2.2 Structures or other improvements that could impact the Property's conservation values.
- 3.2.3 Extensive surface disturbances including residential, commercial, and industrial development, and mining. Limited excavation of sand and gravel for onsite use for roads and landing are allowed.
- 3.2.4 Mineral estate development.
- 3.2.5 Non-forest uses that are inconsistent with maintaining a minimum of 75 percent forest cover. Up to 25 percent of the Property may be compatible non-forest land uses, including cultivated farmland, pasture, grassland, shrubland, open water, and non-forested wetlands.

4. Duties, Rights, and Responsibilities of the State. The Division shall:

- 4.1 Hold title to the Property throughout the term of this Agreement. The Division shall not transfer, convey, sell, encumber, or otherwise devise the Property or any part thereof (including through an easement, license, lease, right of way, mortgage, deed of trust, lot line adjustment, or other interest in real property), without consent of the Coalition and any compliance with and necessary approval under the FLP. In the event the Coalition determines that such an action would be necessary or beneficial to the management of the Property, and would be consistent with FLP requirements, the Division shall work in good faith to complete the requested action.
- 4.2 Comply with the requirements of the FLP imposed on the Division, including monitoring, reporting, and record-keeping requirements.
- 4.3 Pay or seek exemptions for any property taxes, assessments, or other payments required as a result of Property ownership.
- 4.4 Be fully responsible for any costs, losses, damages, liabilities, awards, orders, fines, penalties, assessments, liens, consent decrees, judgments, demands, actions, proceedings, or other claims ("Claims") relating to hazardous materials on or the condition of the Property, except to the extent such Claims relate to the active action of the Coalition.
- 4.5 Subject to the availability of funding and personnel, provide support, technical assistance, and training for the Coalition and Division staff when

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requested by the Coalition. Such support may involve serving as a liaison with other state entities.

- 4.6 Coordinate with the State of New Mexico, the United States Forest Service, and other governmental entities and political subdivisions as necessary or when requested by the Coalition, in order to effectuate the goals and purposes of this Agreement.
- 4.7 Ensure treatment of the Coalition as a sovereign, governmental entity exercising the delegated authority of its member Tribes.
5. **Duties, Rights, and Responsibilities of the Coalition.** The Coalition shall:
 - 5.1 Except as otherwise provided in this Agreement, have the right to plan, decide, implement, and engage in all uses and management activities on the Property. Specifically, the Coalition anticipates engaging in the following non-exhaustive list of activities on the Property, though is not required to do so: fishing, bison introduction and management, resource gathering, ceremony, restoration and stewardship (including use of TEK), vegetation management, plant and wildlife management, identification and gathering of culturally significant species, emergency response planning, identification and protection of cultural resources and repatriation of cultural resources, workforce development, ecotourism, intergenerational knowledge transfer and teaching the next generation of land managers.
 - 5.2 Except as otherwise provided in this Agreement, have the right to conduct a cultural resource survey of the Property, retain information generated through that survey in a manner sufficient to protect sensitive information, plan and implement stewardship and other activities to protect cultural resources, and engage in cultural ceremonies and gatherings.
 - 5.3 Any funds generated by the uses and activities of the Coalition operating under this Agreement shall be retained by the Coalition.
 - 5.4 Ensure compliance with all state and federal laws, regulations and policies applicable to the Coalition's use and management of the Property. The Division shall reasonably cooperate with the Coalition in its efforts to comply with such laws, including but not limited to the provision of information within the Division's control or the Division's consent as landowner. The Parties agree that state laws, regulations, and policies that may otherwise be applicable to the Division as landowner, such as prevailing wage, procurement codes, and equal opportunity compliance, shall not apply to the Coalition, except to the extent required by specific funding or another agreement.

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6. Duties of Both Parties. The Parties agree to:

- 6.1 Maintain a collaborative relationship in good faith, engage on an ongoing basis in joint dialogue, knowledge-sharing, and shared learning programs to support the ongoing management of the Property.
- 6.2 Meet annually, at a minimum. The Parties shall jointly establish the participants and agenda for each meeting, to coordinate the implementation of the Agreement and related issues. Appropriate policy, technical, cultural, and legal representatives from each party may attend the annual meeting. Any Party may request a meeting to resolve issues of any kind arising during the term of this Agreement, provided that reasonable notice is given. At least one meeting per year shall be in-person unless otherwise agreed to by both Parties.
- 6.3 Cooperatively seek additional resources and funds to manage the Property.
- 6.4 Prioritize prompt and respectful communication with the other Party, honor the intention and goals of this Agreement, and follow through on commitments made to the partnership.

7. Stewardship Plan.

- 7.1 The Parties acknowledge that the FLP requires the Division to complete a Multi-Resource Management Plan ("MRMP"). The Parties agree that this requirement shall be met through preparation of a Stewardship Plan as follows:
 - 7.1.1 The Cimarron District Forester has approved the first phase of the Stewardship Plan, which includes a comprehensive assessment of natural resources on the Property. The Division shall support the Coalition in the Coalition's continued development of the later phases of the Stewardship Plan, including the management objectives of the property and actions to protect and manage soil, water, range, aesthetic quality, recreation, timber, fish and wildlife resources, and other conservation values identified on the tract, guided by the natural resources assessment. The Stewardship Plan must:
 - (a) Comply with the stipulations in the FLP grant deed;
 - (b) Meet the purposes of the FLP;
 - (c) Address all of the criteria, elements, and information necessary to comply with FLP requirements, including identification of

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management objectives and actions intended to protect and manage natural resources and conservation values; and

(d) Be prepared by a natural resource professional.

7.1.2 The Cimarron District Forester shall review the Coalition's Stewardship Plan and approve the document unless the Stewardship Plan fails to comply with the FLP requirements. Different state preferences for management goals or activities or use of the Property shall not be grounds for Division disapproval. In the event of a disapproval, the Cimarron District Forester shall provide written information detailing the non-compliance with FLP to the Coalition. The Coalition shall work to address the noncompliance and resubmit the Stewardship Plan for approval.

7.1.3 The Coalition and the Cimarron District Forester shall jointly review the Stewardship Plan at least every ten years. In the event that changes to the Stewardship Plan are required to address changing goals, objectives, management strategies or physical conditions, the Parties shall follow the process outlined in Sections 7.1.1 and 7.1.2 to adopt a revised Stewardship Plan.

7.1.4 All activities on and use of the Property by any person shall be consistent with the terms of the then-current Stewardship Plan.

7.1.5 Any activities, uses, or improvements that benefit or do not impact the Property's conservation values and that are consistent with maintaining forest cover are permitted on the Property without being specifically mentioned in the Stewardship Plan, so long as they are not inconsistent with the Plan's generally applicable terms or the other requirements of this Agreement.

7.1.6 Prior to undertaking any activities, uses, or improvements that may negatively impact conservation values, that may be inconsistent with maintaining forest cover, or that may involve extensive surface disturbance, the Coalition shall provide the Division with the opportunity to evaluate such activities or uses for consistency with the FLP via inclusion in a proposed Stewardship Plan or via a written request for approval. The Division shall promptly review such proposals, including through consultation with the Forest Service, and shall approve such activities or uses that are consistent with the FLP.

8. Fire Use and Wildfire Management.

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- 8.1 Any use of fire for management purposes (such as prescribed fire or cultural burning) by the Coalition must be approved in writing by the Division. Such approval may be sought for an individual project or for a beneficial fire program applicable to the entire Property, including through the Stewardship Plan.
- 8.2 The Parties understand that wildfires will be managed on the Property by the Division and that New Mexico, as of the Effective Date, engages in full fire suppression. The Parties may agree to work cooperatively to include Tribal Fire Departments in the management of wildfire on the Property.
9. **Remediation of Historic Mining Activities.** The Parties are not obligated to remediate any historic mining activities on the Property. To the extent the Coalition intends to engage in such remediation, it shall work cooperatively with the Division to ensure such remediation complies with the New Mexico Abandoned Mine Land Program, unless otherwise agreed to by the Division in writing.
10. **Roads, Fencing and Other Infrastructure.** Basic maintenance and upkeep of roads, fencing, and other infrastructure on the Property (such as road grading, pothole filling, and fence mending) shall be the responsibility of the Coalition. Capital improvements, significant new infrastructure, and major repair or replacement activities can be undertaken by either Party with the consent of the other Party. Upon request of the Coalition, the Division shall work with the Coalition to secure public funding for such projects to the maximum extent feasible.
11. **Wildlife Management.** The Parties recognize that hunting of game species on the Property, if allowed by the Division, is regulated by the New Mexico Department of Wildlife. As of the Effective Date, no tags have been issued for the Property. The Division shall:
 - 11.1 Designate the Property as closed to public access, including for hunting, until an agreement in writing is reached between the Coalition, the Division, and/or the Department of Wildlife. This Section 11.1 does not impose an affirmative management obligation on the Division, including to address trespass by the public.
 - 11.2 Provide notice to the Coalition of any future attempts by other parties to issue or cause to issue licenses, permits, or tags related to the Property.
 - 11.3 Cooperate with the Coalition to align hunting activities or other traditional use on the Property with Coalition preferences to the extent feasible, including by evaluating the potential for Tribal preferences in issuance of licenses, permits, or tags for the Property through timely discussions with the Department of Wildlife.

12. **Trespass and Law Enforcement.**

12.1 The Coalition may take action to prevent trespass or encroachment on the Property without permission from the Division.

12.2 The Division may take action to prevent trespass or encroachment on the Property in coordination with the Coalition, provided that the Division should avoid taking actions that may interfere with Coalition use of the Property. If the Coalition requests that the Division take action to prevent trespass or encroachment on the Property, the Division shall take such action, including to coordinate with other law enforcement officials, unless infeasible, unreasonable, or contrary to law.

12.3 The Division shall post the Property with signs sufficient to allow the New Mexico Department of Wildlife to take steps to prevent unlawful poaching and trespass.

13. **Ecosystem Service Markets.** Neither Party is permitted to enter into agreements related to ecosystem service markets, as that term is used in the FLP, involving the Property without the prior written consent of the other Party. The Parties understand that any such agreements are subject to approval by the USDA Forest Service pursuant to the FLP.

14. **Term.** This Agreement becomes effective as of the Effective Date. The Agreement shall be perpetual, unless mutually agreed to in writing by the parties and subject to the FLP requirements.

15. **Amendment.** This Agreement may be modified, amended, or supplemented by mutual written consent of the Parties. Any Party may propose modification by notifying the other in writing. The Parties agree to seek a mutually acceptable schedule to negotiate any modifications to the Agreement.

16. **Assignment.** This Agreement shall not be assigned by the Division without the written consent of the Coalition. This Agreement shall not be assigned by the Coalition without the written consent of the Division.

17. **Proposed Dissolution of Coalition.** In the event the Coalition intends to dissolve, the Coalition shall discuss the proposal in advance with the State. The Parties are aware that the existence of the Coalition and its engagement in this Agreement are requirements of the FLP grant agreement and that any change to the Coalition or its engagement in this Agreement may require approval of the USDA Forest Service.

18. **Insurance Coverage.** Prior to engaging in any on-site activities on the Property (for Section 18.2) or hiring any employees (for Section 18.1), the Coalition shall obtain insurance as specified within this Section for the activities described in Section 5, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party. The Coalition shall maintain continuous insurance coverage as specified below of the activities described in Section 5 above so long as it engages in any on-site activities. The Coalition shall notify the Division prior to cancellation or expiration of any insurance required under this Agreement, including any planned cancellation due to cessation of on-site activities.
 - 18.1 Workers' Compensation protection that complies with the requirements of the New Mexico Workers' Compensation Act, NMSA 1978, §§ 52-1-1, et seq., if applicable.
 - 18.2 Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal to or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.
19. **Liability.** Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq., as amended, and the sovereign immunity of the Coalition and its members.
20. **Sovereign Immunity.** Nothing in this Agreement shall be construed or interpreted to abrogate, modify, waive, or diminish the sovereign immunity of the Coalition, its member Tribes, or the officers or employees of the Coalition or its member Tribes.
21. **Dispute Resolution.**
 - 21.1 The Parties intend to implement this Agreement cooperatively and in good faith. It is expected that the positive approach will continue to resolve the majority of issues.
 - 21.2 In the event a dispute arises despite the cooperative approach, the aggrieved Party shall notify the other Party of the nature of the dispute in writing. The Parties shall then attempt an informal resolution of the noticed dispute by engaging the appropriate decisionmakers in a meeting.

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- 21.3 In the event the Parties are unable to resolve the dispute on their own, the Parties shall attempt to resolve the dispute through mediation. The Parties shall jointly select a mediator and split the cost of mediation.
22. **Data Sharing and Confidentiality.** The Parties shall:
- 22.1 Maintain the confidentiality of documents and deliberations shared as part of implementation of this Agreement to the extent legally permissible. To the extent either Party desires to publicly release sensitive information related to this Agreement, the Parties shall reach written mutual agreement on the release prior to any disclosure. To the extent either Party is required to release information pursuant to federal, state, or tribal law, such Party shall notify the other Party prior to such release and if desired by the other Party, cooperate in efforts to limit the release of such information, such as through the filing of a protective order.
- 22.2 The Parties recognize that the State is subject to the Inspection of Public Records Act, NMSA 1978 §§ 14-2-1 to 14-2-12, as it may be amended. The Parties shall work cooperatively to develop proactive strategies to protect sensitive information developed by the Coalition regarding the Property, such as by applying all applicable exemptions, including but not limited to those created by the New Mexico Cultural Properties Act, NMSA 1978 § 18-6-11.1.
- 22.3 Take all reasonable measures to protect sensitive information regarding cultural resources, sacred sites, traditional ceremonies and other rituals from disclosure in order to prevent damage or desecration. To the extent either Party is required to release information pursuant to federal, state, or tribal law, such Party shall notify the other Party prior to such release and if desired by the other Party, cooperate in efforts to limit the release of such information, such as through the filing of a protective order.
- 22.4 The Division shall recognize data sovereignty of member Tribes and the Parties shall work together to develop a data sovereignty agreement.
23. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be addressed to the appropriate person or position of the other Party as specified below. Notice shall be deemed to have been given on (1) the date sent when sent by email, or (2) the date received when sent by Certified Mail through the United States Postal Service.
- 23.1 Forestry Division's Forest Legacy Program Coordinator
EMNRD Forestry Division
1220 S. St. Francis Dr.
Santa Fe, NM 87505

and

Cimarron District Forester
EMNRD Forestry Division
29885 US-64,
Ute Park, NM 87749

23.2 [Contact person/info for the Coalition].

24. **Miscellaneous.**

- 24.1 **Binding Effect.** Except as otherwise stated herein, this Agreement shall extend to and be binding upon the assigns, successors, agents, and administrators of the Parties and to all persons acting by and through the Parties.
- 24.2 **Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Division and the Coalition, and no other person or entity shall have any right, benefit, or interest under or because of this Agreement.
- 24.3 **Existing Rights and Authorities.** This Agreement facilitates coordination and cooperative management of the lands within the Project Area and respects, but does not curtail, the rights, authorities and responsibilities of the signatories. The commitments in this Agreement enhance and supplement, but do not abrogate or replace, any agency's obligations under applicable law to consult with Tribal Nations—particularly the requirements to engage in government-to-government consultation.
- 24.4 **No Endorsement.** This Agreement does not serve as an endorsement by the Division of any service or policy of the Coalition or the Tribal Nations represented by the Coalition.
- 24.5 **Exhibits.** All exhibits, appendices and attachments referenced in or attached to this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.
- 24.6 **Insignias.** In order for any Party to this Agreement to use the insignia of any other Party on any published media (such as a web page, printed publication, or audiovisual production), permission must be granted in writing from that Party.

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24.7 **Authority of Signatories.** Each of the signatories warrants that he or she is authorized to enter into this Agreement on behalf of the Party on whose behalf the signatory has executed the Agreement.

24.8 **Counterparts.** This Agreement may be executed in counterpart originals and each copy will have the same force and effect as if signed by all Parties.

Mountain Plains Inter-Tribal Coalition

Name: _____

Title: _____

Signature: _____

Date: _____

New Mexico Energy, Minerals and Natural Resources Department

Name: _____

Title: _____

Signature: _____

Date: _____