

June 28, 2022

**MEMORANDUM OF AGREEMENT IMPLEMENTING A GOVERNMENT-TO-GOVERNMENT
RELATIONSHIP BETWEEN THE SOVERIGN NATION OF THE NORTHERN ARAPAHO TRIBE
OF WYOMING AND ARAPAHOE COUNTY, COLORADO**

WHEREAS, the purpose of this Memorandum of Agreement ("MOA") is to help educate the citizens of Arapahoe County about the Arapaho and Cheyenne peoples' living history and culture, including, but not limited to, the Sand Creek Massacre of November 29, 1864; and

WHEREAS, the Northern Arapaho Business Council (NABC) is the duly elected governing body of the Northern Arapaho Tribe; and

WHEREAS, the NABC was contacted by government officials of Arapahoe County in Colorado, requesting the establishment of an ongoing partnership with the Northern Arapaho Tribe; and

WHEREAS, Arapahoe County acknowledges that the Arapaho and Cheyenne Tribes were the original peoples in the area where Arapahoe County was established and is now located; and

WHEREAS, Arapahoe County seeks to honor the Arapaho and Cheyenne peoples who once lived in the area and to help raise awareness and understanding of American Indian history and culture within its community; and

WHEREAS, the signatories wish to establish a mutually beneficial framework for consultation, coordination, and cooperation regarding this partnership.

NOW THEREFORE, the Parties agree as follows:

1. PARTIES:

- a. The signatory parties to this MOA shall be the sovereign nation of the Northern Arapaho Tribe of Wyoming (the "Tribe") and the Arapahoe County Board of Commissioners (the "Board"), together referred to as the "Parties" or individually as the "Party".
- b. The official Sand Creek Massacre Representatives shall act on the Tribe's behalf regarding this MOA and to conduct all consultations described below.
- c. The Board shall appoint one or more staff liaison to act on the Board's behalf to take primary responsibility for coordinating activities under this MOA and ensuring good will.
- d. Collectively, the official representatives of the Tribe and the liaison from the Board shall be referred to as the Parties' "Designated Representatives."

2. SCOPE:

- a. This MOA governs consultation between the Parties regarding developing a meaningful relationship and partnership as follows:

- i. Increasing awareness and education of the Northern Arapaho culture, historical events, and prevalent and urgent issues facing Native peoples today.
- ii. Honest inclusion of the Arapaho Tribe's historical perspective within the broader context of Arapahoe County's history.
- iii. The respectful representation of the Arapaho Tribe and name in print, digital, and visual contexts.
- iv. Establishment of regular events and/or commemorations relating to the Sand Creek Massacre and the culture and history of the Northern Arapaho Tribe and people.
- v. Sponsorship and active participation in the annual Sand Creek Massacre Spiritual Healing Run to encourage a greater understanding of Arapaho and Cheyenne historical experience, along with the ongoing effects of intergenerational trauma and to promote community dialogue and healing.
- vi. Coordination of advocacy efforts to publicize Arapaho tribal issues as they arise, with an emphasis on preserving the Tribe's distinct historical legacy with the provisions of opportunities for current Tribal citizens to meaningfully participate in this process where appropriate.
- vii. Collaboration working towards the creation of a formalized process for inviting Tribal representation to be present at appropriate events and ceremonies.
- viii. Additional ways to support and honor the Tribe, as determined by the Designated Representatives.

3. MEETINGS:

- a. The Parties shall meet in person at least once every year, or more frequently as may be necessary or required, through their Designated Representatives to conduct ongoing consultation regarding the issues and topics identified in Section 2.
- b. The Parties shall identify opportunities for government leaders to actively participate at appropriate events and ceremonies.
- c. Any Party wishing to request additional consultation meetings shall make this request in writing in accordance with Section 7, Paragraph b.
 - i. Meetings required under this section may be conducted by teleconference or videoconference with the consent of all the Parties. The Parties may also use informal modes of communication to discuss matters that do not require a formal meeting.
 - ii. At the request of any of the Designated Representatives of the Tribe, a Tribal caucus may be convened and limited to the Tribe's representatives and other such individuals as the Tribe may invite.

- d. Prior to taking any action that may consequentially affect the Parties regarding the activities described in Section 2, the Party shall provide 30 days' written notice to the other Party, in accordance with the procedures laid out in Section 7, Paragraph b, or earlier notice, if practicable.
- e. If an unexpected and time-sensitive issue arises regarding the activities described in Section 2, the Party that becomes aware of the issue shall provide prompt written notice to the other Party in accordance with the procedures laid out in Section 7, Paragraph b, and in addition, if the circumstance requires a rapid response, attempts should be made to notify the other Party by any speedy and practicable methods available.

4. COSTS

- a. Arapahoe County may, in its sole discretion and in accordance with law, provide funds for the costs needed to carry out the terms of this MOA. At least once per year, Arapahoe County shall consult with the Tribe in the development of a proposed budget to provide travel, per-diem, lodging and/or reimbursement for other costs associated with the functioning of this MOA, and shall promptly present that budget to the Tribe once finalized.

5. AMENDMENTS

- a. Any amendment ("Amendment") to this MOA shall be in writing, with the unanimous written consent of the Parties. A Party wishing to propose an Amendment shall provide written notice to the other Party in accordance with Section 7, Paragraph b. If the Amendment is unopposed, it shall be formally adopted and implemented. If a Party opposes a proposed Amendment, then the Designated Representatives will meet to consider the Amendment. If the Parties cannot reach unanimous agreement on an Amendment, then the issue may be referred to Dispute Resolution in accordance with Section 6.

6. DISPUTE RESOLUTION

- a. The Parties commit to working in good faith to implement this MOA and to attempt to amicably resolve any disputes through informal government-to-government negotiation.
- b. The Parties agree that any dispute that cannot be resolved in a timely manner through informal government-to-government negotiations shall be submitted to non-binding mediation. The mediator shall be a neutral third-party selected by the consent of all the Parties.
- c. Mediation shall be the sole remedy in the event of a dispute arising under this MOA. The Parties waive any right that they might have to enforce this MOU through a civil complaint or other judicial proceeding.
- d. Any Party may withdraw from this MOA. Prior to withdrawal, the Party seeking to withdraw shall provide sixty (60) days written notice in accordance with Section 7, Paragraph b, stating the reasoning for the Party's decision. The Parties shall endeavor to resolve the withdrawing Party's concerns through the dispute

resolution mechanisms described in this Section 6. If these attempts are unsuccessful, the Party may then withdraw.

7. COMMUNICATION

- a. Any joint statement about the MOA or any activities conducted under this MOA shall be reviewed and approved by the Designated Representatives prior to issuance.
- b. All communications provided under this MOA shall be in writing and email to the addresses provided by the Designated Representatives.
- c. Arapahoe County will generate an annual report outlining the efforts undertaken in this partnership, its accomplishments, and its goals for the subsequent year. This report will be shared with and reviewed by all Parties to the MOA.

SIGNATORIES TO THIS AGREEMENT

NORTHERN ARAPAHO TRIBE OF WYOMING

Name: Brandon Shuyja Chairman - Dresser

Signature: [Handwritten Signature]

Title: Sage Creek Rep.

Date: 06/28/22

ARAPAHOE COUNTY, COLORADO

Name: Nancy Jackson

Signature: Nancy Jackson

Title: Commissioner, Chair

Date: 6/28/22