

## ACCORD

THIS ACCORD (the "Accord") is entered into on this 18<sup>TH</sup> day of DECEMBER, 2024 ("Effective Date"), by and between the Pokagon Band of Potawatomi Indians ("Pokagon Band") and the State of Indiana, through its Governor ("State") (the Pokagon Band and the State are sometimes hereinafter referred to individually as a "Party", or collectively as the "Parties").

## RECITALS

1. The Parties acknowledge and respect each other as separate sovereign governments each with an inherent right to self-governance and self-determination and their own governing structure and laws to guide their efforts to govern their respective lands and citizens;

2. Along with other federally-recognized Indian tribes, the Pokagon Band has a special trust relationship with the United States Government, as affirmed by the U.S. Constitution, treaties, statutes, executive orders and judicial decisions of the United States, which fundamentally define the unique legal relationship between the Parties;

3. The Parties share a fundamental responsibility to provide for and protect the welfare of their citizens, including those they serve in common, which can be best fulfilled through communication and consultation regarding matters of interest and concern; and

4. The Parties acknowledge and agree that maintaining a strong and reliable government-to-government relationship is important and beneficial.

## PURPOSES AND OBJECTIVES

Through this Accord, the Parties seek:

1. To maintain, at all times, a productive, beneficial, and respectful government-to-government relationship;

2. To enhance communication and consultation;

3. To ensure their respective agencies and departments are aware of and adhere to this Accord at all times; and

4. To formalize a process for mutual and constructive engagement.

## CONSULTATION

1. Each Party shall endeavor to consult, to the extent practicable, with the other Party on matters of interest and concern that may significantly affect the governmental interests of the other Party.
2. Each Party shall retain discretion to determine whether to consult with the other Party, including whether to consult before or after taking any action.
3. Any consultation under this Accord shall follow the process set forth below.

## GOVERNMENT LIAISONS

1. Each Party shall appoint a person from its organization to serve as the liaison to, and principal point of contact for, the other Party (hereinafter referred to individually as a "Liaison", or collectively as the "Liaisons").
2. Each Party shall have the sole discretion to determine the scope of its Liaison's duties under this Accord. Notwithstanding, the Parties agree that the Liaisons' duties shall include at least the following:
  - A. Fostering a positive and productive government-to-government relationship between the Parties;
  - B. Maintaining an appropriate level of communication with each other, including, for example, sharing pertinent information that may help with enhancing mutual understanding;
  - C. Assisting in facilitating any communication and consultation under this Accord;
  - D. Assisting in implementing any joint actions, or facilitating governmental decision-making that may significantly affect the governmental interests of the other Party;
  - E. Ensuring the communication and consultation practices of their respective departments and agencies are consistent with this Accord;
  - F. Monitoring, assessing, making recommendations, and reporting to their respective governments, from time to time, about the Accord's implementation and effectiveness;
  - G. Resolving disagreements that may arise under or in connection with this Accord, except as provided below; and

H. Facilitating the full and proper implementation of this Accord.

3. If a Party desires to change its Liaison at any time, that Party shall give written notice thereof to the other Party as soon as reasonably practicable.

### **PROCESS**

1. If a Party desires to consult with the other Party under this Accord, it shall have its Liaison contact the other Party's Liaison about same. Such contact may be verbal or in writing.

2. Prior to any consultation under this Accord, the Liaison for the Party that is requesting the consultation shall:

A. Send a proposed agenda to the other Liaison along with relevant information sufficient to describe meeting's purpose, including any and all issues and/or subject matter for discussion;

B. Provide a list of all participants attending on its behalf, and who it would like to attend from the other Party; and

C. Identify the desired time period for the meeting to occur.

3. The agenda, participant list, preferred time period for meeting, and any other matter pertinent to the meeting request shall be finalized only through mutual agreement of both Liaisons, as the responding Liaison is not required to agree to the request for consultation under this Accord.

4. The Parties shall endeavor, in good faith, to follow this Accord to request and conduct consultation with the other Party, but acknowledge that circumstances may arise where a Party seeks to, or the Parties do, meet or address an issue outside of the Accord, and nothing in this Accord shall prohibit the same.

### **GENERAL PROVISIONS**

1. This Accord shall commence on the Effective Date and continue until terminated by either Party. Each Party shall have the right to terminate this Accord, at any time, upon prior written notice to the other Party.

2. This Accord is defined and entered into as a legally non-binding arrangement, has no force of law, and, with respect to the State, is applicable only to the executive branch thereof.



3. Should disagreements arise under this Accord, including interpretation of the Accord's provisions, or regarding any amendments thereto, that cannot be resolved by the Liaisons, the Liaisons shall submit the disagreement to the highest officials in their respective organizations for review, consideration, and good faith efforts at resolution.

4. This Accord may be amended by mutual consent. Any such amendment shall be a written agreement of the Parties that is executed with the same formality as this original Accord.

#### **SOVEREIGNTY AND DISCLAIMERS**

1. This Accord is intended to further help maintain a strong, reliable, and respectful government-to-government relationship between the Pokagon Band and the State. This Accord does not, and shall be construed to, raise or address any substantive issues between the Parties.

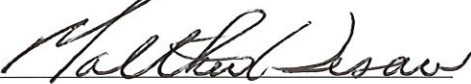
2. In executing this Accord, neither Party waives any rights (including any treaty rights), immunities (including sovereign immunity), or jurisdictional authority. Nor does this Accord diminish or otherwise affect any rights established under state or federal law, including any that extend to other tribal entities or Native people.

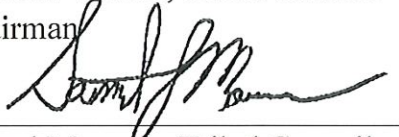
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SIGNATURES

This Accord is executed by the authorized representatives of the Parties, as of the above-referenced Effective Date.

Pokagon Band of Potawatomi Indians

By:   
Matthew Wesaw, Tribal Council  
Chairman

By:   
Samuel Morseau, Tribal Council  
Secretary

Office of the Governor, State of Indiana

By:   
Eric Holcomb, Governor

Attest:   
Earl Goode, Chief of Staff