

RESOLUTION NO. 53-25

COUNCIL OF THE CHEROKEE NATION

**A RESOLUTION AUTHORIZING LIMITED WAIVER OF SOVEREIGN IMMUNITY
FOR THE PURPOSE OF A TOBACCO SETTLEMENT ENDOWMENT TRUST
CONTRACT WITH THE STATE OF OKLAHOMA**

WHEREAS, the Cherokee Nation since time immemorial has exercised the sovereign rights of self-government on behalf of the Cherokee people; and,

WHEREAS, the Cherokee Nation is a federally recognized Indian Nation with a historic and continual government to government relationship with the United States of America; and,

WHEREAS, a goal of Cherokee Nation is to address health needs and to improve and promote the health and welfare of its citizens.

WHEREAS, Cherokee Nation's Public Health department has been awarded a grant from the Oklahoma Tobacco Settlement Endowment Trust, pending execution of the award agreement, and a condition of this grant is that Cherokee Nation enact a limited waiver of its sovereign immunity; and,

WHEREAS, the Council of the Cherokee Nation has determined that a waiver of the immunity of Cherokee Nation that is limited, as stated in the following *Limited Waiver of Sovereign Immunity*, is appropriate for this purpose; and,

WHEREAS, this *Limited Waiver of Sovereign Immunity*, below, is contingent upon the Council of the Cherokee Nation's review and approval of the terms as described within the award contract; and,

Limited Waiver of Sovereign Immunity

To the extent that the grantee may have: immunity from any action to enforce the terms of the contract provided and approved by the Cherokee Nation Tribal Council, the grantee expressly and irrevocably waives for the benefit of the Oklahoma Tobacco Settlement Endowment Trust and to the fullest extent permitted by law, any immunity on the grounds of sovereignty or other similar grounds from 1) any liability, dispute, suite, or action arising out of this contract, 2) jurisdiction of any court, including the courts of the State of Oklahoma, 3) such relief, including monetary damages, injunction, order for specific performance or the recovery of property that is equal in money or value to a judgement of a court that pertains only to this contract, including an interest or attorney fees included in such judgement, and to execution, enforcement, or collection of any judgement that may issue from any action or dispute arising out of this contract.

The grantee expressly and irrevocably waives its right to require exhaustion of tribal remedies, and consent to have its liability determined in accordance with the same rules of law as are applied in action against natural persons and corporations

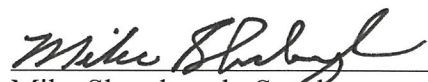
under Oklahoma law as it applies to the contractual agreement approved and executed by Cherokee Nation. These waivers by the grantee extend to all of the rights, duties, and obligations under this contract and shall be effective from the date of this contract and for five (5) years thereafter, and shall continue until the expiration, termination, or cancellation of this contract, and shall remain in effect for the duration of any arbitration, litigation, or dispute resolution proceedings arising out of this contract, all appeals therefrom, and the full satisfaction of any awards or judgements that may issue from such proceedings.

Provided, however, that this limited waiver of sovereignty shall not extend to the granting of any relief or judgement to funds, revenues, assets, or other property of the grantee that are appropriated by the United States Congress, federal trust funds, or trust property.

BE IT RESOLVED BY THE CHEROKEE NATION, that the Council of the Cherokee Nation hereby adopts and approves a “limited waiver of sovereign immunity” of Cherokee Nation, as incorporated above in this resolution as the *Limited Waiver of Sovereign Immunity*, to the Oklahoma Tobacco Settlement Endowment Trust and not to any third parties, upon the approval of the awarded contractual language with the Oklahoma Tobacco Settlement Endowment Trust by the Council of the Cherokee Nation.

CERTIFICATION

The foregoing resolution was adopted by the Council of the Cherokee Nation at a duly called meeting on the 14th day of July, 2025, having 17 members present, constituting a quorum, by the vote of 17 yea; 0 nay; 0 abstaining.



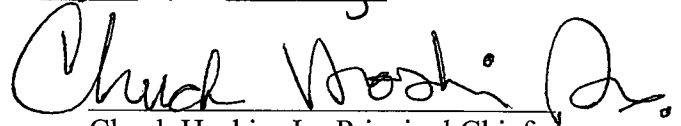
Mike Shambaugh, Speaker
Council of the Cherokee Nation

ATTEST:



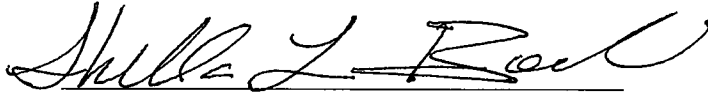
Johnny Jack Kidwell, Secretary
Council of the Cherokee Nation

Approved and signed by the Principal Chief this 15th day of July, 2025.

A handwritten signature in black ink, appearing to read "Chuck Hoskin, Jr.", with a stylized flourish at the end.

Chuck Hoskin, Jr., Principal Chief
Cherokee Nation

ATTEST:

A handwritten signature in black ink, appearing to read "Shella L. Bowlin", with a stylized flourish at the end.

Shella Bowlin, Secretary of State
Cherokee Nation

**ADMINISTRATIVE
CLEARANCE**

Dept/Program:

Signature/Initial

Date

Executive Director:

Signature/Initial

Date

**Treasurer (Required:
Grants/Contracts/Budgets):**

Signature/Initial

Date

Government Relations:

Signature/Initial

Date

Administration Approval:



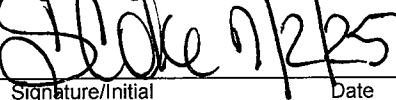
07/02/25

Signature/Initial

Date

LEGISLATIVE CLEARANCE:

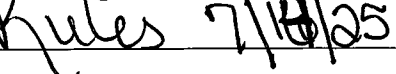
Legal & Legislative Coordinator:



Signature/Initial

Date

Standing Committee & Date:



Chairperson:



Signature/Initial

Date

**Cherokee Nation
Act/Resolution Proposal Form**

☐ Act

☒ Resolution

TITLE:

**A RESOLUTION AUTHORIZING LIMITED
WAIVER OF SOVEREIGN IMMUNITY FOR THE
PURPOSE OF A TOBACCO SETTLEMENT
ENDOWMENT TRUST CONTRACT WITH THE
STATE OF OKLAHOMA**

DEPARTMENT CONTACT: Chuck Hoskin Jr.

RESOLUTION PRESENTER: Canaan Duncan

COUNCIL SPONSOR: Mike Shambaugh, Sasha Blackfox-Qualls, Mike Dobbins

NARRATIVE:

Cherokee Nation's Public Health department has been awarded a grant from the Oklahoma Tobacco Settlement Endowment Trust, pending execution of the award agreement, and a condition of this grant is that Cherokee Nation enact a limited waiver of its immunity. This Resolution authorizes that limited waiver of sovereign immunity.