

RESOLUTION NO. 71-24

COUNCIL OF THE CHEROKEE NATION

A RESOLUTION AUTHORIZING A LIMITED CONSENT TO SUIT FOR A TRANSACTION INVOLVING CHEROKEE NATION SYSTEM SOLUTIONS, L.L.C., A CHEROKEE NATION TRIBAL LIMITED LIABILITY COMPANY

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 an historic and continual government to government relationship with the United States of America; and

WHEREAS, Cherokee Nation Businesses, L.L.C. ("CNB") is a limited liability company organized under the laws of the Cherokee Nation, is wholly owned by the Cherokee Nation, and enjoys sovereign immunity from suit under federal law; and

WHEREAS, Cherokee Nation System Solutions, L.L.C. ("CNSS") is a limited liability company organized under the laws of the Cherokee Nation, is wholly owned by CNB, and enjoys sovereign immunity from suit under federal law; and

WHEREAS, CNSS wishes to enter into a contractual agreement providing support services (the "Services") to the Arizona Department of Economic Security ("ADES") (the "Agreement"), which includes a binding arbitration provision to allow enforcement of the parties' obligations with respect to the proposed agreement if necessary.

BE IT RESOLVED BY THE CHEROKEE NATION, that for the sole purpose of allowing for enforcement of the terms of the Agreement, the Tribal Council hereby agrees to a limited waiver of sovereign immunity, only if the following conditions are met:

1. Only ADES shall be eligible to bring a claim against CNSS to enforce the terms of the Agreement.
2. The claim is limited to obligations or rights arising under the Agreement in a breach of contract claim, including, but not limited to, any claims that CNSS is in breach of its respective contractual indemnity obligations under the Agreement.
3. This waiver is specifically limited to enforcement of an award by any Arizona arbitration tribunal or court of competent jurisdiction pursuant to the terms of the Agreement. Any damages award may be enforced in any court of competent jurisdiction against assets of CNSS, whether now owned or hereafter acquired.

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that the limited consent to suit provided herein shall not allow recovery by ADES for punitive or exemplary damages against CNSS.

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, this limited consent to suit shall not allow recovery of any kind from, or other remedies against, Cherokee Nation Businesses, L.L.C.; the Cherokee Nation; or any elected officials, officers, or employees of the Cherokee Nation, whether for actual, liquidated, punitive, exemplary or other monetary damages,

or for court costs or attorneys' fees, or otherwise, except to the extent necessary for complete injunctive or other equitable relief pursuant to the Agreement.


BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that this Resolution shall in no manner or in any respect operate or be construed to operate to waive or otherwise diminish the sovereign immunity of the Cherokee Nation its tribally owned business entities, except to allow certain actions as provided herein.

BE IT FURTHER RESOLVED BY THE CHEROKEE NATION, that the duration of this waiver is limited to the duration of the provisions of the Agreement, including any such provisions which survive termination of the Agreement.


BE IT FINALLY RESOLVED BY THE CHEROKEE NATION, that this Resolution shall in no manner or in any respect operate or be construed to operate to waive or otherwise diminish the sovereign immunity of the Cherokee Nation, except as to allow certain actions as provided herein and in the applicable Agreement.

CERTIFICATION

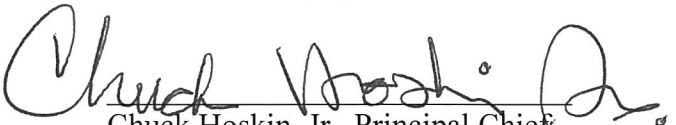
The foregoing resolution was adopted by the Council of the Cherokee Nation at a duly called meeting on the 16th day of December, 2024, having 17 members present, constituting a quorum, by the vote of 17 yea; 0 nay; 0 abstaining.


Mike Shambaugh, Speaker
Council of the Cherokee Nation

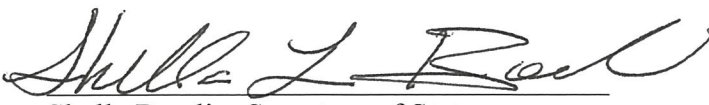
ATTEST:


Johnny Jack Kidwell, Secretary
Council of the Cherokee Nation

Approved and signed by the Principal Chief this 20th day of December, 2024.


Chuck Hoskin, Jr., Principal Chief
Cherokee Nation

ATTEST:


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:



12/3/24

Signature/Initial Date

LEGISLATIVE CLEARANCE:

Legal & Legislative Coordinator:

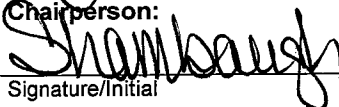


Signature/Initial Date

Standing Committee & Date:



Chairperson:



Signature/Initial Date

**Cherokee Nation
Act/Resolution Proposal Form**

Act Resolution

TITLE:

**A RESOLUTION AUTHORIZING A LIMITED
CONSENT TO SUIT FOR A TRANSACTION
INVOLVING CHEROKEE NATION SYSTEM
SOLUTIONS, L.L.C., A CHEROKEE NATION
TRIBAL LIMITED LIABILITY COMPANY**

DEPARTMENT CONTACT: Chuck Hoskin Jr.

RESOLUTION PRESENTER: Canaan Duncan

COUNCIL SPONSOR: Mike Shambaugh, Josh Sam, E.O. Smith,
Daryl Legg

NARRATIVE:

DEC 4 '24 AMB:43