



Council of the Cherokee Nation

Cherokee Nation Tribal Council
17763 S. Muskogee Ave.
Tahlequah, OK 74464

Legislation Details (With Text)

File #: 19-021 **Version:** 1 **Name:** N/A

Type: Resolution **Status:** Passed

File created: 3/13/2019 **In control:** TRIBAL COUNCIL

On agenda: 3/28/2019 **Final action:** 4/18/2019

Enactment date: 4/15/2019 **Enactment #:** R-018-19

Title: A RESOLUTION EXPRESSLY AGREEING TO CHOICE OF LAW AND VENUE AND AUTHORIZING A LIMITED WAIVER OF SOVEREIGN IMMUNITY OF THE CHEROKEE NATION IN CONNECTION WITH A SOFTWARE AGREEMENT WITH MUNICIPAL ACCOUNTING SYSTEMS, INC.

Sponsors: Mike Shambaugh

Indexes: Agreement, Immersion, Waiver of Sovereign Immunity

Code sections: N/A - Not Applicable

Attachments: 1. R-18-19.PDF

Date	Ver.	Action By	Action	Result
4/18/2019	1	OFFICE OF THE CHIEF	Signed	
4/15/2019	1	TRIBAL COUNCIL	Approved	Pass
3/28/2019	1	RULES COMMITTEE	Approved and Forwarded to Council	Pass

A RESOLUTION EXPRESSLY AGREEING TO CHOICE OF LAW AND VENUE AND AUTHORIZING A LIMITED WAIVER OF SOVEREIGN IMMUNITY OF THE CHEROKEE NATION IN CONNECTION WITH A SOFTWARE AGREEMENT WITH MUNICIPAL ACCOUNTING SYSTEMS, INC.

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

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

WHEREAS, the Nation enjoys sovereign immunity from suit under federal and state law;

WHEREAS, the Nation has inherent sovereign power by virtue of its constitution and tribal law to enter into contractual agreements and execute such waivers necessary for such agreements;

WHEREAS, waivers of sovereign immunity must be approved by the Cherokee Nation Tribal Council;

WHEREAS, the Tsunadeloquasdi Cherokee Immersion Charter School (“Charter School”) is operated by the Cherokee Nation;

WHEREAS, the Charter School must report certain financial information to the State of Oklahoma in the required Oklahoma Cost Accounting System (“OCAS”);

WHEREAS, the Charter School wishes to enter into a contractual agreement with Municipal Accounting Systems, Inc. for certain computer software that will transmit the necessary financial information to the OCAS;

WHEREAS, the Principal Chief and/or his designee has determined that it would be fiscally advantageous to contract with Municipal Accounting Systems, Inc. and have negotiated the terms of the Software Services Order Agreement, which includes choice of law and venue provisions, along with a limited waiver of the Nation's sovereign immunity.

BE IT RESOLVED BY THE CHEROKEE NATION that the Principal Chief and/or his designee are hereby authorized and directed to execute all documents relating to the choice of law, venue and a limited waiver of the Cherokee Nation's sovereign immunity for the Software Services Order Agreement, and any other necessary obligations associated therewith.

PROVIDED, any such waiver is hereby limited insofar as necessary to fulfill the Software Services Order Agreement. Absent express authorization by the Tribal Council, nothing contained herein shall be interpreted as creating any additional claim, cause of action or remedy against the Cherokee Nation. All other rights, privileges and incidences of the Cherokee Nation's sovereign immunity are hereby reserved.