

TENTH LEGISLATURE
OF THE
CHEYENNE AND ARAPAHO TRIBES
REGULAR SESSION
APRIL 13, 2024
LCR, CONCHO, OK

RESOLUTION:	A Resolution to Authorize the Governor to Execute Contracts with Supreme Court Justices.
RESOLUTION NO:	10L-RS-2024-04-015
DATE INTRODUCED:	March 4, 2024
SPONSOR:	Kendricks Sleeper, Arapaho District 2
CO-SPONSOR:	Rector Candy, Arapaho District 4

SUBJECT: A Resolution to Authorize the Governor to Execute Contracts with Supreme Court Justices.

WHEREAS: The Cheyenne and Arapaho Tribes are duly recognized by the United States Secretary of the Interior as a self-governing, Sovereign Nation, that is a federally recognized Indian Tribe with all rights, privileges, and powers attended thereto as a sovereign government under a constitution approved by the Secretary of Interior; and

WHEREAS: Article VI, Section 5(a) of the Constitution provides that the Legislative power shall be vested in the Legislature, which includes the powers to make laws and resolutions in accordance with the Constitution which are necessary and proper for the good of the Tribes; and

WHEREAS: Article VII, Section 4(d) of the Constitution provides that the Governor shall have the power to execute a contract previously authorized by the Legislature; and

WHEREAS: Article VIII, Section 8 of the Constitution provides that Justices shall receive reasonable compensation as established by law; and

WHEREAS: Prior to this Resolution, the Legislature authorized each individual contract with Justices after confirmation. *See 7L-SS-2018-1101-001 - A Resolution Approving Contract for Supreme Court Justice*; and

WHEREAS: The Tenth Legislature of the Cheyenne and Arapaho Tribes finds it necessary and proper for the good of the Tribes to adopt a standard contract that the Governor shall be authorized to execute with Justices that have been confirmed by the Legislature in accordance with Article VII, Section 2 of the Constitution of the Cheyenne and Arapaho Tribes; and

WHEREAS: With exception to Justices that have current contracts with the Cheyenne and Arapaho Tribes, the attached contract shall be executed by all Justices of the Cheyenne and Arapaho Tribes. Any substantial modifications to the contract shall require separate authorization via the Legislative Process; and

NOW THEREFORE BE IT RESOLVED that the Tenth Legislature of the Cheyenne and Arapaho Tribe, pursuant to its Constitutional authority, hereby authorizes the Governor of the Cheyenne and Arapaho Tribes to execute the attached contract with all Justices confirmed by the Legislature in accordance with Article VII, Section 2 of the Constitution of the Cheyenne and Arapaho Tribes.

Kendricks Sleeper
Speaker of the Tenth Legislature
Cheyenne and Arapaho Tribes



ATTEST:

I, Jodi White Buffalo, Legislative Clerk, hereby certify that the foregoing is a True and Accurate Copy of the Original Bill No. 10L-RS-2024-04-015 which was acted upon by the Legislature of the Cheyenne and Arapaho Tribes in the Ninth Legislature Regular Session, by a roll call vote on the 13th day of April 2024, by a vote.

VOTE RECORD:

DISTRICT	LEGISLATOR	YES	NO	ABSTAIN	ABSENT
A1	Diane Willis				
A2	Kendricks Sleeper				
A3	Travis Ruiz				
A4	Rector Candy				
C1	Bruce Whiteman, Jr.				
C2	George Woods				
C3	Thomas Trout				
C4	Byron Byrd				
TOTAL					
Passes () Fails () Tabled () Allowed to Die () No Action ()					

Jodi White Buffalo, Legislative Clerk
Tenth Legislature, Cheyenne and Arapaho Tribes



ATTEST:

Pursuant to Article VI, Section 7, subsection (a)(iv) of the Tribes Constitution reads in part: “All Bills passed by the Legislature shall be presented to the Governor for signature or veto. All laws shall take effect thirty days after signature by the Governor or veto override by the Legislature unless any Member of the Tribes submits to the Coordinator of the Office of Tribal Council a petition signed by at least one hundred fifty Members of the Tribal Council seeking to repeal the law or resolution at the next Tribal Council meeting. If the Tribal Council fails to repeal such law or resolution at the next Tribal Council where the matter has been properly placed on the agenda for the Tribal Council meeting, such law or resolution shall become effective immediately.”

Pursuant to Article VII, Section 4, subsection (g) of the Tribes Constitution reads: “The Governor shall have the power to sign any enactment passed by the Legislature into law or to veto any enactment passed by the Legislature within ten days of passage with a written explanation of any objections; and if the Governor takes no action within ten days, then the enactment shall become law in accordance with this Constitution.”

{ } APPROVED

{ } VETOED: Attachment ____; Governor’s written explanation of any objections.

On the _____ day of _____, 2024.

Reggie Wassana, Governor
Cheyenne and Arapaho Tribes



TRANSMITTAL OF DOCUMENTS:

From the Legislative Branch to the Office of Records Management

ATTEST:

Pursuant to Article VI, Section 7, subsection (a)(v), of the Tribes Constitution reads, “The Office of Records Management shall compile all Laws and Resolutions into a comprehensive Code in an orderly manner that shall be published annually.”

Office of Records Management Staff, hereby certify that the foregoing is a True and Accurate Original Resolution No. 10L-RS-2024-04-015.

Space below is reserved for Stamp:

Received (Date) Office of Record Management

Signature: _____

Print Name: _____

Title: _____

Date: _____

Office of Records Management
Department of Administration, Executive Branch
Cheyenne and Arapaho Tribes



SUPREME COURT JUSTICE SERVICE CONTRACT

This Professional Services Employment Agreement (“Agreement”) is effective this ____ day of _____, (“Effective Date”) by and between the Cheyenne and Arapaho Tribes, a federally recognized Indian Tribes (the “Tribes”), and _____ (“Contractor”), collectively referred to as the “Parties”, and each is a “Party”.

In consideration of the mutual promises and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

DUTIES AND AUTHORITY

- 1.1 **Duties.** Contractor shall at all times be a Contractor of the Tribes. Contractor shall serve as a part-time Justice of the Cheyenne and Arapaho Supreme Court and shall perform all duties (the “Duties”) assigned by the Constitution of the Cheyenne and Arapaho Tribes.
- 1.2 **Authority.** Contractor shall provide Judicial Service for the Supreme Court in accordance with the Constitution and laws of the Cheyenne and Arapaho Tribes.
- 1.3 **Location and Hours.** Contractor shall perform the Duties at locations as deemed appropriate by the Supreme Court as a whole. Contractor shall perform the Duties on a part-time basis, which is defined as a maximum of twenty (20) hours per week.
- 1.4 **Standards.** Contractor shall perform the Duties in accordance with all applicable standards, including without limitation. (a) Generally accepted standards of the legal profession; (b) applicable governmental laws, rules, and regulations; (c) Ethical standards; and (d) Policies, procedures and standards of the Tribes. Contractor stipulates that he/she is a fully licensed member on active status and in good standing of a state bar and that there are no disciplinary action pending against him/her
- 1.5 **Part-Time Service.** Contractor shall devote the time and effort necessary to perform the Duties, as defined in Section 1.1.

TERM

- 2.1 **Term and Continuation.** The initial term of this Agreement shall expire four (4) years from the Effective Date of _____ (the “Term”), or until renewed or until a successor is sworn into office.
- 2.2 **Termination.** Notwithstanding subsection 2.1, during the Term, this Agreement may only be terminated with the swearing-in of a successor pursuant to Article VIII, Section 3(a) of the Tribal Constitution or by impeachment and removal by the Cheyenne and Arapaho Tribal Legislature pursuant to Article XII, Section 2 of the Tribal Constitution.
- 2.3 **Waiver.** Pursuant to this Agreement, Contractor waives any right, established by plan, policy or procedure or otherwise for all Contractors that the Tribes may adopt from time to time and such plan, policy or procedure for all Contractors may be modified, amended, terminated, or replaced from time to time regarding termination of this Agreement pursuant to Sections 2.2 of this Agreement.

COMPENSATION

- 3.1 **Compensation.** The Tribes shall pay an hourly rate of Two-Hundred Fifty (\$250), including pay and expense reimbursement for reasonable travel time, minus all withholdings required by law or authorized by Contractor in writing (the “Compensation”), payable in accordance with Tribes’ standard payroll practices.
- 3.2 **Other Benefits.** Because Contractor is part-time, he/she shall not be entitled to participate in benefits of Tribal employment of vacation and benefit plans, including without limitation, any authorized COLA, insurance plan, retirement plan or expense reimbursement plan, that the Tribes may adopt from time to time during Contractor’s employment unless otherwise required by applicable law.

RECORDS

- 4.1 **Records.** Contractor shall, consistent with all legal requirements, professional standards, or Tribal policies, prepare and/or maintain on a timely basis, records and other data as may be necessary to comply with applicable law and applicable standards of practice. Such records shall be and remain, to the fullest extent permitted by law, the property of the Tribes. Contractor agrees to maintain and preserve such records, either in their original form or on microfilm or other copy, in accordance with the Tribes’ policy regarding record retention as such policy may be modified, amended, terminated, or replaced from time to time. Upon termination or expiration of this Agreement, Contractor shall not have the right to such records or files except as otherwise required by law.
- 4.2 **Confidentiality.** Contractor shall maintain the confidentiality of all records in accordance with applicable law and Tribal policies, and shall not disclose, either directly or indirectly, any records, documents, information or other matters or practices of the Tribes to which Contractor shall have access, except as is required by law or with those who have a legal right to access such information as part of their official duty.

MISCELLANEOUS

- 5.1 **Cooperate; Indemnification.** Contractor shall promptly notify the Tribes of any knowledge regarding any occurrence which may result in a claim against either Party arising out the status of Contractor or performance of Duties pursuant to this Agreement and shall cooperate with the Tribes whenever any claim filed against either Party with respect to the status of Contractor or performance of Duties. The Tribes agree to indemnify, defend and hold harmless Contractor from any claim or cause of action asserted by any third party related to any actions of the Tribes or Contractor related to or arising out of the performance of the Duties under this Agreement.
- 5.2 **Applicable Law and Jurisdiction.** This Agreement shall be interpreted and construed in accordance with the laws of the Cheyenne and Arapaho Tribes, and in the absence of such applicable law, the laws of the State of Oklahoma. Notwithstanding the provisions relating to Termination set forth in Section 2.2 of this Agreement, if a proceeding or claim relating or pertaining to this Agreement, or any other aspect of Contractor’s employment with the Tribes, is initiated by either party hereto, such proceeding or claim shall and must be filed in the Cheyenne and Arapaho Trial Court.

- 5.3 **Entire Agreement/Good Faith.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements, and understandings. Parties agree to execute this agreement in good faith.
- 5.4 **Modification.** The terms and conditions of this Agreement shall not be varied or modified in any manner, except in a subsequent writing executed by both Parties.
- 5.5 **Assignment and Delegation.** Contractor shall not assign or delegate the rights, powers, duties or obligations under this Agreement without the prior written consent of the Tribes.
- 5.6 **Partial Invalidity.** The invalidity of any provision of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions shall not be effected but shall be enforceable to the fullest extent permitted by law.
- 5.7 **Non-Waiver.** The failure of either Party to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any of the provisions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 5.8 **Titles and Headings.** The titles and headings to sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to effect the interpretation or construction of this Agreement.
- 5.9 **No Third Party Beneficiary.** This Agreement shall be enforceable only by the Parties and their successors in interest and permitted assignees. No other person shall have the right to enforce any of the provisions of this Agreement nor is this Agreement intended to create any third-party beneficiary rights.
- 5.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.
- 5.11 **Continuation.** The Parties duties and obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.
- 5.12 **Voluntary Agreement.** Contractor acknowledges that he has read and understood this Agreement prior to signing. Contractor agrees that he is signing this Agreement intelligently and voluntarily, without the Tribes' threat, coercion, undue influence, or duress being imposed upon him. Hence, the Agreement shall not be construed against any party by virtue of which party initially drafted the Agreement, revised the Agreement, or prepared the final version of the Agreement.
- 5.13 **Notice.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed provided when: (a) delivered personally to the below listed address or (b) transmitted by facsimile or email to the below listed number or address followed by a hard copy sent by registered or certified mail, postage prepaid, return prepaid, return receipt requested to the below address:

If to Tribe: Cheyenne and Arapaho Tribes
Attn: Governor Reggie Wassana
P.O. Box 38
Concho, OK 73022

If to Contractor: Contractor Name
Address
Address
Email address

5.14 Compliance with Tribal Laws, Regulations, and Rules. Contractor agrees to comply with all of the rules, regulations, and laws of the Cheyenne and Arapaho Tribes.

5.15 Return of Property. Upon termination of this Agreement Contractor shall deliver to the Tribes all property which is related to the Cheyenne and Arapaho Tribal Court (including keys, records, notes, data, memoranda, models and equipment) that is in Contractor's possession or under Tribes' control.

TRIBE:

Cheyenne and Arapaho Tribes

By: _____
Reggie Wassana, Governor

Date: _____

AGREED TO AND ACCEPTED.

CONTRACTOR:

By: _____

Date: _____