

**BILL NUMBER TR 22-112**

**TO BE INTRODUCED INTO THE MUSCOGEE (CREEK) NATIONAL COUNCIL**

**June 22, 2022**  
**(DATE OF INTRODUCTION)**

**INTRODUCED BY: Office of the Principal Chief**

**SPONSOR(S): William Lowe**

**COMMITTEE ON: Committee As A Whole**

1 **CLASSIFICATION: 37-Tribal Government**

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3 **A TRIBAL RESOLUTION OF THE MUSCOGEE (CREEK) NATION AUTHORIZING THE**  
4 **PRINCIPAL CHIEF TO EXECUTE A HENRYETTA CONTRACT AGREEMENT FOR**  
5 **THE USE OF THE HENRYETTA SCHOOL DISTRICT'S GYMNASIUM**

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7 **Be it resolved by the National Council of the Muscogee (Creek) Nation:**

8

9 **WHEREAS**, the Nation's Tourism and Events Department is seeking to use the  
10 Henryetta School District's gym for the 2022 Muscogee (Creek) Nation Festival as a  
11 safety net to insure festival activities are continued as plan; and

12

13 **WHEREAS**, use of the gymnasium requires the Nation to execute a Henryetta  
14 Contract Agreement; and

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16 **WHEREAS**, the Contract Agreement sets forth the agreed terms between the  
17 parties; and

18

19 **WHEREAS**, the Henryetta Contract Agreement waives the sovereign immunity of  
20 the Nation by requiring the Nation to indemnify the Henryetta School District from any and  
21 all claims, liabilities, demands, lawsuits, allegations, judgments, and all forms including  
22 attorney fees and recoverable costs including claims for bodily, emotional, and personal  
23 injury, property damage or loss, brought or made against it, arising out of, relating to,  
24 caused by, or resulting from the Nation's use of the facility; and

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26 **WHEREAS**, Article VI, § 7(b) of the Muscogee (Creek) Nation Constitution  
27 requires National Council approval of any agreement with a federal, state, or local  
28 government entity.

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30 **NOW THEREFORE BE IT RESOLVED THAT**, the National Council hereby authorizes  
31 the Principal Chief to execute the attached Henryetta Contract Agreement for use of the

1 Henryetta School District's gymnasium.  
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3 **BE IT FURTHER RESOLVED THAT,** The National Council hereby irrevocably and  
4 expressly grants a limited waiver of the Muscogee (Creek) Nation's sovereign immunity  
5 from suit with respect to specific enforcement of the *Henryetta Contract Agreement* and;  
6 provided that such waiver shall not extend to disputes between the Muscogee (Creek)  
7 Nation and any person or entity other than the Henryetta School District; and, provided  
8 further, that such waiver of sovereign immunity shall constitute the Muscogee (Creek)  
9 Nation's consent to suit by the Henryetta School District for the limited purpose of  
10 enforcement of the Muscogee (Creek) Nation's obligations to the Henryetta School  
11 District established under the *Henryetta Contract Agreement*, and shall not be construed  
12 as granting a waiver for the purpose of obtaining a court judgment or order requiring  
13 payment from, delivery of, or otherwise affecting any other fund or assets of the Muscogee  
14 (Creek) Nation, or any real property, personal property or chattels of the Muscogee  
15 (Creek) Nation or any entities, agencies or political sub-divisions of the Muscogee (Creek)  
16 Nation, or any funds belonging to, owed to, owned by, held in trust for, administered by  
17 or under the control of the Muscogee (Creek) Nation or any entities, agencies or political  
18 sub-divisions of the Muscogee (Creek) Nation; and, provided further, that nothing in this  
19 limited waiver of sovereign immunity shall be construed as allowing any award of punitive  
20 damages or exemplary damages against the Muscogee (Creek) Nation.  
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22 **BE IT FURTHER RESOLVED THAT,** the National Council hereby authorizes the  
23 Principal Chief to execute future agreements of this type between the Muscogee (Creek)  
24 Nation and public schools under emergency circumstances for the Nation's festival,  
25 provided that the material terms of such agreements are substantially identical to the  
26 agreements authorized by this legislation and are reviewed by the Office of the Attorney  
27 General.