

TENTH LEGISLATURE
OF THE
CHEYENNE AND ARAPAHO TRIBES
REGULAR SESSION
AUGUST 9, 2025
LCR, CONCHO, OK

RESOLUTION: A Resolution to Appropriate Funds and to Authorize the Governor to Enter into a Settlement Agreement to Resolve Election Commission v. Governor Wassana, No. CIV-2018-114 (Cheyenne and Arapaho District Court).

RESOLUTION NO: 10L-RS-2025-07-001
DATE INTRODUCED: June 9, 2025
SPONSOR: George Woods, District C2
CO-SPONSOR: Thomas Trout, District C3

SUBJECT: A Resolution to Appropriate Funds and to Authorize the Governor to Enter into a Settlement Agreement to Resolve Election Commission v. Governor Wassana, No. CIV-2018-114 (Cheyenne and Arapaho District Court).

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 and organized in accordance with Title 25 of the United States Code, Section 450, the “Indian Self-Determination and Education Assistance Act,” and Article XVII of the Tribe’s Constitution and By-Laws and Section 3 of the Oklahoma Indian Welfare Act of June 26, 1936 (49 Stat 1967), under an amended Constitution ratified on August, 2006 and approved by the Secretary of the Interior on May 17, 2006; and

WHEREAS: Article V, Section 5(a) of the Constitution provides that the Legislative power shall be vested in the Legislature; and

WHEREAS: Article VI, Section 5(a) of the Constitution grants the Legislature the power to make laws and resolutions in accordance with the Constitution, which are necessary and proper for the good of the Tribes; and

WHEREAS: Article VI, Section 5(d) of the Constitution grants the Legislature the power to appropriate funds for expenditure; and

WHEREAS: The Election Commission and Executive Branch have agreed to resolve their dispute over backpay and benefits for Election Commissioners for the *total* sum of \$250,000; and


WHEREAS: The Legislature, in authorizing the Governor to enter into the Settlement Agreement and appropriating the funds for the Settlement Agreement, does not adopt, ratify, or concede the validity of any specific legal rulings, findings, or conclusions contained in Election Commission v. Governor Wassana, No. CIV-2018-114 (Cheyenne and Arapaho District Court); and

WHEREAS: It is in the best interests of the Tribes to resolve the litigation conclusively and to provide the necessary appropriation to satisfy the negotiated Settlement Agreement.

NOW THEREFORE BE IT RESOLVED: The Tenth Legislature of the Cheyenne and Arapaho Tribes hereby authorizes and directs the Governor to execute the Settlement Agreement attached hereto as Exhibit "A" and to take all actions necessary to implement its terms and fully resolve Election Commission v. Governor Wassana, No. CIV-2018-114.

BE IT FURTHER RESOLVED Subject to the condition that the Settlement Agreement has been fully executed by every party thereto, the Tenth Legislature hereby appropriates the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) from Tax Commission funds, for the purpose of satisfying the Settlement Agreement, to be disbursed as follows:

1. To Elizabeth Birdshead the sum of \$30,629.54
 2. To Dale Hamilton, Jr. the sum of \$8,101.01
 3. To Dale Hamilton, Sr. the sum of 19,030.95
 4. To Sandra Hinshaw the sum of 31, 503.94
 5. To Ray Mosqueda the sum of \$32,429.77
 6. To Sarah Orange the sum of 30,089.48
 7. To Pat Smothers the sum of \$33,098.42
 8. To Ramona Welch the sum of 31, 786.83
 9. To Norma Yarbrough the sum of 33,330.06
- For a total payout of \$250,000.00.



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-2025-07-001 which was acted upon by the Legislature of the Cheyenne and Arapaho Tribes in the Tenth Legislature Regular Session, by a roll call vote on the 9th day of August 2025, 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		5	2	1	
Passes (X) 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 13th day of August, 2025.



Reggie Wassana, Governor
Cheyenne and Arapaho Tribes

TRANSMITTAL OF DOCUMENTS:

From the Legislative Branch to the Office of Records Management

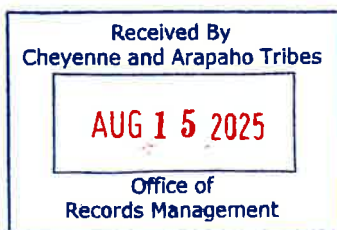
ATTEST:

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-2025-07-001.

Space below is reserved for Stamp:

Received (Date) Office of Record Management



Signature: Cheryl Blind

Print Name: Cheryl Blind

Title: Director

Date: August 15, 2025

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



NONPAYMENT COMPENSATION AND RELEASE OF CLAIMS AGREEMENT

This Nonpayment Compensation and Release of Claims Agreement (hereinafter the “Agreement”) is made and entered into as of _____, 2025 (the “Effective Date”) by and between the Cheyenne and Arapaho Executive Branch (hereinafter the “Executive Branch”), and the Cheyenne and Arapaho Election Commission (hereinafter the “Election Commission”). The persons and entities entering into this Agreement are at times referred to individually as a “party” and/or collectively as the “parties.”

RECITALS

- A. The Election Commission has sought compensation for nonpayment in the amount of \$250,000 for work performed between July 1, 2018 to April 1, 2023;
- B. The prior version of the Election Law was deemed unconstitutional in case CIV-2018-114;
- C. The Cheyenne and Arapaho Tribes (hereinafter the “Tribes”) have operated without an election law since the prior Election Law was deemed unconstitutional;
- D. The parties agree for the betterment of the Tribes and the tribal members that a new election law should be enacted; and
- E. The parties desire to settle and resolve all disputes and claims which have been or could have been asserted between them regarding aforementioned nonpayment.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Agreement, and for good and valuable consideration as stated herein, the parties agree as follows:

AGREEMENT

- 1. All contractual obligations set forth in this agreement are solely contingent upon the Tribes’ Legislature passing both Resolution 10L-RS-2025-08-001 (regardless of the effective date of the Election Law) and Resolution 10L-RS-2025-07-001.
- 2. Compensation. The Election Commission shall be compensated \$250,000 to be distributed as follows:
 - a. To Elizabeth Birdshead the sum of \$30,629.54;
 - b. To Dale Hamilton, Jr. the sum of \$8,101.01;

- c. To Dale Hamilton, Sr. the sum of \$19,030.95;
 - d. To Sandra Hinshaw the sum of \$31,503.94;
 - e. To Ray Mosqueda the sum of \$32,429.77;
 - f. To Sarah Orange the sum of \$30,089.48
 - g. To Pat Smothers the sum of \$33,098.42
 - h. To Ramona Welch the sum of \$31,786.83; and
 - i. To Norma Yarbrough the sum of \$33,330.06
3. Election Law Enactment. The Election Commission has thoroughly reviewed the proposed Election Law as written in Resolution 10L-RS-2025-08-001 and unanimously agrees that no provision within the proposed Election Law is unconstitutional. Further, the Election Commission unanimously agrees that the Legislature maintains their legislative authority in enacting any law deemed necessary and proper for the good of the Tribes, including the aforementioned proposed Election Law, as declared in Art. VI, § 5(a) of the Cheyenne and Arapaho Tribes' Constitution.
4. Release.
- a. By Parties. The Election Commission and its affiliates, employees, and agents hereby release the Legislature and Executive Branch, including any of their affiliates, employees, and agents from any and all known and unknown claims the Election Commission has or may have related to the aforementioned nonpayment, the proposed Election Law as written in Resolution 10L-RS-2025-08-001, and any other claims cited in case CIV-2018-114.
 - b. Waiver of Unknown Claims. The Parties acknowledge that they may later discover material facts in addition to, or different from, those which they now know or believe to be true concerning the subject matter of the disputes listed in case CIV-2018-114. The Parties acknowledge further that there may be future events, circumstances, or occurrences materially different from those they know or believe likely to occur concerning the subject matter of the disputes. The release provided above in paragraph 3(a) shall remain in full effect notwithstanding the discovery or existence of any such additional or different facts or occurrence of any such future

events, circumstances, or conditions related to or concerning the subject matter of the disputes.

- c. Covenant Not to Sue. The Election Commission will not assert any claim or commence any litigation against the Legislature, Executive Branch, or any of their affiliates, principals, employees, agents and/or representatives that are released under this Agreement.
5. Non-Admission. Parties agree that nothing herein shall be construed as an admission by either of them of any wrongdoing or violation of any applicable law. Parties agree that nothing herein shall be construed as an admission by the Executive Branch or Legislature that they are in agreeance with any holding from case CIV-2018-114 and that the agreed upon compensation set forth in this agreement shall be deemed separate from any order or settlement obtained during aforementioned case.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the Constitution, Laws, Statutes, and common law of the Cheyenne and Arapaho Tribes not prohibited by applicable Federal law, and if none, then the Federal law including Federal common law, and, if none, then the laws of any State or other jurisdiction which the Court finds to be compatible with the public policy and needs of the Tribes.
7. Miscellaneous.
 - a. Construction. The terms of this Agreement represent the result of mutual negotiations between the Executive Branch and the Election Commission, and shall be interpreted and construed in accordance with their usual and customary meanings. This Agreement shall be deemed to have been drafted equally by the parties and any rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement.
 - b. Entire Agreement and Severability. The parties agree that this Agreement may not be modified, altered, amended, or otherwise changed except upon written consent by each of the parties hereto. Should any provision of this Agreement be

held invalid or unenforceable by a court of competent jurisdiction, the parties agree that the remaining provisions shall remain in full force and effect.

This Agreement constitutes the entire agreement among the parties, and there are no other understandings or agreements, written or oral, among them on the subject. Separate copies of this document shall constitute original documents, which may be signed separately but which together shall constitute a single agreement. This Agreement will not be binding on any party until signed by all parties or their representatives. This agreement shall be effective as of the date of the last signature.

- c. Agreement Dispute Resolution. All disputes in any manner relating to or arising out of this Agreement which the Parties cannot resolve themselves shall be resolved first through mediation and second through the Tribal Court of the Cheyenne and Arapaho Tribes.
- d. Expenses and Fees. Each Party is represented by their own counsel and shall pay their own expenses and fees related to the matter, including the preparation and execution of this Agreement.
- e. Tax Consequences. This Agreement is enforceable regardless of its tax consequences. Each individual is responsible for their own tax consequences. The Parties understand and agree that neither Party makes any representations to the other Parties regarding the Agreement's tax consequences.
- f. Signatory Authority. Each person executing this agreement warrants to all parties hereto that such person is authorized to execute and deliver the agreement on behalf of the party for which that execution occurs. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.
- g. Counterparts. For the convenience of the Parties, the Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.
- h. Electronic Signature. Execution of this Agreement via facsimile or by e-mail shall be effective, and signatures received via facsimile or by e-mail shall be binding upon the Parties hereto and shall be effective as originals.

ELECTION COMMISSIONERS (CURRENT AND PRIOR)

Elizabeth Birdshead	Date
Dale Hamilton, Jr.	Date
Dale Hamilton, Sr.	Date
Sandra Hinshaw	Date
Ray Mosqueda	Date
Sarah Orange	Date
Patricia Smothers	Date
Norma Yarbrough	Date
Ramona Welch	Date
Kelly Loneman	Date

EXECUTIVE BRANCH (GOVERNOR)

Reggie Wassana

Date