

**TO APPROVE A LIMITED WAIVER  
OF SOVEREIGN IMMUNITY IN FAVOR OF TUTOR PERINI BUILDING CORP.**

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**IN THE TRIBAL COUNCIL OF THE CHOCTAW NATION**

**ANTHONY DILLARD INTRODUCED THE FOLLOWING COUNCIL BILL**

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**A COUNCIL BILL**

**TO APPROVE** a limited waiver of sovereign immunity.

**WHEREAS**, in accordance with Article IX, Section 6 of the Constitution of the Choctaw Nation of Oklahoma (the “Nation” or “Lessee”), the Tribal Council of the Nation (the “Tribal Council”) shall make decisions pertaining to the acquisition, leasing, disposition, and management of tribal property;

**WHEREAS**, the Nation has determined it is in the best interests of the Nation to refresh and expand its Pocola Casino and Resort (the “Refresh”);

**WHEREAS**, Tutor Perini Building Corp., an Arizona corporation, (“Tutor Perini”), has been selected as the Construction Manager-Constructor for the Refresh;

**WHEREAS**, the Nation has entered into a Standard Form of Agreement Between Owner and Construction Manager as Constructor dated effective February 12, 2025 with Tutor Perini (the “Tutor Perini Contract”) setting forth the terms and conditions under which Tutor Perini shall be the Construction Manager-Constructor of the Refresh;

**WHEREAS**, the Tutor Perini Contract contains a limited waiver of sovereign immunity from suit in favor of Tutor Perini and as limited under the terms of the Tutor Perini Contract, as set forth below (the “Waiver”);

**§13.6 Limited Waiver of Sovereign Immunity.**

Contractor agrees that Owner is a federally recognized Indian tribe and is a sovereign entity. Notwithstanding the foregoing, to the extent that Owner may be entitled to claim or benefit from sovereign immunity in respect of its obligations under this Contract, Owner expressly agrees not to claim or invoke and hereby expressly waives, such sovereign immunity to the fullest extent permitted by law, provided that such waiver shall be limited to the enforcement of obligations and liabilities to each other under this Contract and nothing in this Section 13.6 shall be construed as extending or enlarging this limited waiver of sovereign immunity hereunder beyond the scope of Owner’s obligations to Contractor as set forth in this Contract. Except as specifically set forth in this section 13.6, nothing contained herein is intended to, nor shall it be construed to:

- waive Owner’s sovereign immunity for the benefit any party other than Contractor;

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- waive the sovereign immunity of any party except as specifically set forth herein; or
- waive the sovereign immunity of (i) any legally distinct and separate agency or affiliate of Owner or (ii) any official acting on behalf of Owner, or such agency or affiliate, and within the scope of his or her official authority.

This limited waiver of sovereign immunity applies to any action instituted by Contractor against Owner or Owner against Contractor for money damages, injunctive relief and/or declaratory relief, enforcement of judgment, and/or other relief permitted by law, except that the waiver does not apply to any claim brought by Contractor for (i) amounts greater than the fees and costs that Contractor would be entitled to under this Contract; (ii) consequential damages and (iii) does not authorize brought against Owner by a third party.

**§13.6.1** Owner hereby covenants and represents that: (i) it is a federally recognized Indian tribe; and (ii) the Tribal Council of The Choctaw Nation of Oklahoma will authorize the limited waiver of its sovereign immunity set forth in section 13.6 above by the adoption of a Council Bill. Except as specifically set forth in Section 13.6 and in the Council Bill, nothing contained herein is intended to, nor shall it be construed to, waive the sovereign immunity of The Choctaw Nation of Oklahoma, or any agency or official thereof, for any purposes not specifically mentioned in Section 13.6 or in the Council Bill.

**WHEREAS**, the Tribal Council has determined that it is in the best interest of the Nation to grant such a limited waiver of sovereign immunity in favor of Tutor Perini solely to the extent of, and in accordance with, the terms of the Tutor Perini Contract.

**THEREFORE, BE IT ENACTED**, by the Tribal Council that this Council Bill be cited as approval and authority for the grant of a limited waiver of sovereign immunity as set forth in the Waiver, in favor of Tutor Perini and in accordance with the terms of the Tutor Perini contract.

**BE IT FURTHER ENACTED** by the Tribal Council that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, benefit any party other than Tutor Perini.


**BE IT FURTHER ENACTED**, by the Tribal Council that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, waive the sovereign immunity of the Nation or any of its affiliates or subsidiaries except as specifically set forth herein.

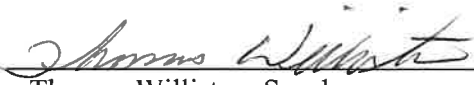
**BE IT FURTHER ENACTED**, by the Tribal Council that this Council Bill be cited as approval and authority that nothing contained herein is intended to, nor shall it be construed to, waive the sovereign immunity of any elected official, officer, or employee of the Nation or any of its affiliates or subsidiaries, and no waiver of immunity is provided with respect to such parties.

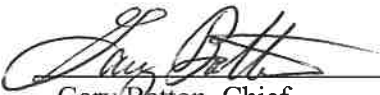
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**CERTIFICATION**

*I, the undersigned, as speaker of the Tribal Council of the Choctaw Nation of Oklahoma, do hereby certify that the Tribal Council is composed of twelve (12) seats. Eight (8) members must be present to constitute a quorum. I further certify that eleven ( 11 ) members answered roll call and that a quorum was present at the Regular Session of the Tribal Council at Tuskahoma, Oklahoma, on April 12, 2025. I further certify that the foregoing Council Bill CB- 523 -25 was adopted at such meeting by the affirmative vote of eleven ( 11 ) members, zero ( 0 ) negative votes, and zero ( 0 ) abstaining.*

  
Anthony Dillard, Interim Secretary  
Choctaw Nation Tribal Council

  
Thomas Williston, Speaker  
Choctaw Nation Tribal Council

  
Gary Batton, Chief  
Choctaw Nation Tribal Council

Date: 4-16-25

CB - 52 - 25

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**Purpose/Need of Council Bill:** This bill approves the granting of a limited waiver of sovereign immunity from suit in favor of Tutor Perini, in accordance with the terms of a Standard Form of Agreement Between Owner and Construction Manager as Constructor dated effective February 12, 2025, with said agreement governing construction of the Pocola Amenity Refresh and Expansion. This Council Bill supports the Nation's Tribal Strategy: Strengthen Financial Growth and Economic Sustainability.

**Title of Council Bill:** To Approve a Limited Waiver of Sovereign Immunity.

**Division:** Commerce

**Budget:** N/A

**Match Required:** N/A

**Requestor:** Heidi Grant, Senior Executive Officer, Division of Commerce

**Suggested Legislative Committee Review:** Commerce and Finance