



CHEROKEE NATION ELECTION COMMISSION

Ph: 918-458-5899 | TF: 800.353.2895 | F: 918.458.6101

AGENDA SPECIAL MEETING

February 14th, 2022

9:00 A.M.

- I. Call to order
- II. Roll call
- III. Approval of Minutes from the February 8th Regular Meeting
- IV. Old Business
 - a. Consideration and possible action on revision recommendations to Legislative Act 22-20.
- V. Current Items
 - a. Consideration and possible action regarding Great America copier lease.
- VI. Executive Session
 - a. Confidential discussion with attorney on pending litigation, claims, investigations or protests
 - b. Personnel
 - c. Exit Executive Session
- VII. Action from Executive Session
- VIII. Announcements
- IX. Adjourn

POSTED
2-11-22
2 pm

February 11, 2022 by 4:00 PM
Cherokee Nation Election Office
17763 S. Muskogee Ave
Tahlequah, OK 74464

Chairperson: Shawna Calico

Posted by: _____



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CHEROKEE NATION ELECTION COMMISSION

Special Meeting Minutes

February 14th, 2022

I. Call to order

- The Special Meeting of the Cherokee Nation Election Commission for February 14th, 2022 was called to order by Chairperson Shawna Calico at 9:06AM

II. Roll call

- Election Commission Secretary Rick Doherty called roll and a quorum was established with the following Commissioners present:

Shawna Calico – Chairperson

Pamela Sellers – Vice Chairperson

Rick Doherty – Secretary/Treasurer

Randy Campbell – Commissioner

Elizabeth Ballew – Commissioner

- Office staff present was: Marcus Fears
- Election Commission Attorney Harvey Chaffin was present

III. Approval of Minutes

- Chairperson Shawna Calico asked for approval and/or discussion regarding the minutes of the February 8th Regular Meeting. Pam Sellers made a motion seconded by Elizabeth Ballew to approve the February 8th Regular Meeting minutes. The motion was approved by all Commissioners.

IV. Old Business

- Consideration and possible action on revision recommendations to Legislative Act 22-20
 - i. Elizabeth Ballew made a motion seconded by Pam Sellers to accept the revision recommendations for Legislative Act 22-20 with the note that Mr. Chaffin would be in contact with Council attorney Mr. Young regarding Section 21.C.4. The motion was approved by all Commissioners.

V. Current Items

- Consideration and possible action regarding Great America copier lease.
 - i. Pam Sellers made a motion seconded by Elizabeth Ballew to accept the lease and move forward with the copier lease. Chairperson Shawna Calico signed the lease agreement. The motion was approved by all Commissioners.

VI. Executive Session



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- Pam Sellers made a motion seconded by Elizabeth Ballew to enter Executive Session at 10:05am
- Elizabeth Ballew made a motion seconded by Pam Sellers to exit Executive Session at 10:16am

VII. Action from Executive Session

- There was discussion regarding personnel but no actions were taken during Executive Session.

VIII. Announcements

IX. Adjourn

- Randy Campbell made a motion to adjourn at 10:25am. The meeting was adjourned.

Minutes submitted by Rick Doherty, Secretary/Treasurer



Product Overview



COPYSTAR

KYOCERA TECHNOLOGY

63 Month Lease

\$287.29/mo

(Includes Shipping
and install)

Purchase

\$15,363.05

(Shipping
estimated \$300
Install \$275)

Option C: Copystar 7054

70 Pages Per Minute Color & B/W

10.1" Color Touch Screen Display

A3 Unit: Letter, Legal and Ledger

Shortcut & Automation keys
Punch Unit

Local Service Support Team:
Chat, VR, Remote, Onsite

4000 Sheet Finish & Stapler

Duplex, Dual Multi-Feed Detection
Scanning, single pass

Scan to email, Desktop, Server

Data Security Kit
FAX

Maintenance Choose your coverage volumes!

Color \$.055

Black and White \$.01

Includes all toner, maintenance, parts, labor and service.

Example: 4,000 B/W X \$.01= \$40/month

500 color X \$.055= \$27.50/month

Monthly Maintenance \$67.50/month

OMECORP
GENESIS
BUSINESS SYSTEMS



Genesis of Oklahoma Maintenance Agreement

Installation Information

Customer Name : CHEROKEE NATION ELECTION COMMISSION		
Installation Address: 17763 S MUSKOGEE AVE		
Installation City: TAHLEQUAH	State: OK	74464
Installation Contact Name: MARCUS FEARS	Phone: 918-458-5899	
Installation Contact Title: ADMINISTRATOR	Fax:	
Email Address: marcus-fears@cherokee.org		
Additional Contact Names:		

Billing Information (If Different than Installation Information)

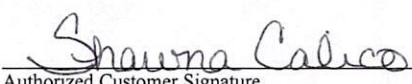
Customer Name (Full Legal Name): CHEROKEE NATION ELECTION COMMISSION		
DBA:		
Billing Address: PO BOX 1188		
Billing City: TAHLEQUAH	State: OK	Zip: 74465
Billing Contact Name:	Phone:	
Billing Contact Title:	Fax:	
Email:	PO #:	

Equipment to Be Covered by This Maintenance Agreement

Product Model #	Serial Number	Base Payment Amount	Billing Frequency	B&W Volume Covered	B&W Overage Rate	Color Volume Covered	Color Overage Rate
CS 7054ci		\$67.50/month	QTR	4000/month	\$.01	500/month	\$.055

Special Maintenance Terms and Conditions:

Your signature constitutes an offer to enter into the Genesis Maintenance Agreement and acknowledges that you have received, read, and agree to the Terms and Conditions (version GENMA-V03-18), which are also available at <https://www.genesisok.com/maintenance>, and that you are authorized to sign the agreements on behalf of the Customer identified above. The applicable agreements will become binding on the company (identified above) only after an authorized Genesis individual accepts your offer by signing below, or when the equipment is delivered to Installation Address.

APPROVAL		
	Shawna Calico, CNEC Chairperson	2-14-22
Authorized Customer Signature	Print Name and Title	Date Accepted
Authorized OMECorp Genesis Signature	Print Name and Title	Date Accepted

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1743074

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Cherokee Nation DBA Cherokee Nation Election Commission

ADDRESS: 17763 S Muskogee Ave Tahlequah, Oklahoma 74464-5536

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Genesis of Oklahoma LLC Tulsa, OK

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

1 Copystar CS 7054ci Copier

EQUIPMENT LOCATION: As Stated Above

(*PLUS TAX)

TERM IN MONTHS: 63

PURCHASE OPTION*: Fair Market Value

ONE PAYMENT OF*: \$3447.48 DUE 30 DAYS FROM THE COMMENCEMENT DATE; FOLLOWED BY FOUR ANNUAL PAYMENTS OF*: \$3,447.48 DUE ON THE RESPECTIVE FIRST, SECOND, THIRD AND FOURTH ANNIVERSARY OF THE COMMENCEMENT DATE; FOLLOWED BY ONE PAYMENT OF \$861.87 DUE THREE MONTHS FOLLOWING YOUR LAST PRIOR PAYMENT.

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

(As Stated Above)

CUSTOMER

X *Shawna Calico*

SIGNATURE

Shawna Calico, CNEC Chairperson 2-14-22

PRINT NAME & TITLE

DATE

SOVEREIGN IMMUNITY WAIVER

CUSTOMER HEREBY WAIVES ITS SOVEREIGN IMMUNITY FOR ANY ACTION RELATED TO, OR ALLEGED TO BE RELATED TO, THE AGREEMENT. CUSTOMER AGREES THAT THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF IOWA AND THAT ANY DISPUTE RELATED TO THE AGREEMENT SHALL BE ADJUDICATED IN ANY STATE OR FEDERAL COURT OF THE STATE OF IOWA AND CONSENTS TO THE JURISDICTION OF THE SAME. CUSTOMER WARRANTS THAT A) THE TRIBAL COUNCIL HAS APPROVED THE ACQUISITION OF THE EQUIPMENT BY A QUORUM OF THE MEMBERS PRESENT AT TRIBAL COUNCIL; B) THE TRIBAL COUNCIL IS AWARE OF AND UNDERSTANDS THE TERMS OF THE AGREEMENT AND CONSENTS, BY A QUORUM OF THE MEMBERS PRESENT, TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SECTION OF THE AGREEMENT REFERENCING THE GOVERNING LAW, JURISDICTION AND VENUE OF LITIGATION; C) THE PERSON SIGNING THE AGREEMENT HAS THE AUTHORITY TO BIND CUSTOMER AND HAS THE FULL POWER, BESTOWED UPON THEM BY THE TRIBAL COUNCIL, TO WAIVE CUSTOMER'S SOVEREIGN IMMUNITY AND HAS THE AUTHORITY TO NEGOTIATE AND EXECUTE THE AGREEMENT ON BEHALF OF THE CUSTOMER; D) CUSTOMER HAS APPROVED THIS WAIVER AS A FORMAL ACTION OF ITS GOVERNING BODY AND UNEQUIVOCALLY AND EXPRESSLY WAIVES ITS SOVEREIGN IMMUNITY REGARDING THE AGREEMENT AND ANY ACTION RELATING TO THE AGREEMENT; AND E) THE SIGNER OF THIS WAIVER IS EXECUTING THIS WAIVER WITH THE FULL CONSENT OF THE TRIBAL COUNCIL.

SIGNATURE:

X *Shawna Calico*

NAME & TITLE:

Shawna Calico CNEC Chairperson 2-14-22

DATE:

OWNER ("WE", "US", "OUR")

GreatAmerica Financial Services Corporation

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate (the "Commencement Date"). We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

CHEROKEE NATION ELECTION COMMISSION

 REGULAR MEETING

 X SPECIAL MEETING

COMMISSION PRESIDED BY: Shawna Calico

MEETING DATE: 2-14-22 at 9 AM/PM at the CNEC Office

Commission Member: Present/Absent

Shawna Calico Present/Absent

Pamela Sellers Present/Absent

Randy Campbell Present/Absent

Rick Doherty Present/Absent

Elizabeth Ballew Present/Absent

Quorum Established: YES/NO

CNEC Attorney: Harvey Chaffin ☒

Staff Present: ☒ Marcus Fears ☐ Connie Parnell ☐ Kendal Bishop ☐ Charlene Keys

Visitors:

Chadel Hunter
