FILED
JUN 01 2015
OKLAHOMA SECRETARY
OF STATE

HUNTING AND FISHING COMPACT BETWEEN THE STATE OF OKLAHOMA AND THE CHEROKEE NATION

ARTICLE I
PURPOSE AND INTENT OF PARTIES

WHEREAS, the Cherokee Nation (hereinafter referred to as "Nation"), is a federally recognized Indian tribe[1] with inherent sovereign powers of self-government;

WHEREAS, Article 6 of the Constitution of the United States of America declares that the "Constitution, the Laws of the Unites States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land";

WHEREAS, the United States of America has entered into a series of Treaties with the Cherokee Nation including the Treaty of Washington in 1866;

WHEREAS, the State of Oklahoma (hereinafter referred to as "State") is an independent sovereign state within the United States of America possessed of full powers of state government;

WHEREAS, both the State of Oklahoma and the Cherokee Nation recognize that pursuant to applicable law each is a sovereign with dominion over their respective governments. Entry into this contract is not intended nor shall it be construed to cause the sovereignty of either to be diminished or expanded;

WHEREAS, the United States Supreme Court decision in Menominee Tribe of Indians v. United States established that the hunting and fishing rights of federally-recognized Indian tribes

---

[1] *"Federally recognized" tribe means any Indian tribe which has met the requirements established by the terms of the Indian Reorganization Act, 48. Stat. 984, as amended; the Oklahoma Indian Welfare Act, 49 Stat. 1967, as amended; or is one of those tribes listed in the Federal Register pursuant to 25 CFR Part 83 as recognized by and receiving services from the Bureau of Indian Affairs, as provided for in Entities Recognized and Eligible to Receive Services From the United States Bureau of Indian Affairs, 58 Federal Register 54364 (October 21, 1993).*

047580

WHEREAS, the United States Supreme Court decision in Menominee Tribe of Indians v. United States established that the hunting and fishing rights of federally-recognized Indian tribes differ and must be analyzed against the unique backdrop of every tribe's treaty history and its subsequent government-to-government relationship with the United States;

WHEREAS, both the State and the Nation recognize the need to develop and maintain good Tribal/State governmental relations and effectively manage their respective and shared resources;

WHEREAS, both the Nation and the State recognize the importance of the conservation, management, protection, and enhancement of wildlife resources and habitat for the scientific, educational, recreational, aesthetic, and economic benefits to present and future generations;

WHEREAS, Article 6, Section 8 of the Oklahoma Constitution vests the power and authority to conduct the business of the State with other sovereign states and with the United States to the Governor of the State of Oklahoma; and,

WHEREAS, for the purposes of the Oklahoma Constitution and this Compact, the Cherokee Nation does hereby constitute a sovereign state;

ARTICLE II
HUNTING AND FISHIING ON STATE AND TRIBAL LANDS

NOW, THEREFORE, the Cherokee Nation, by and through its Principal Chief, Bill John Baker, and the State of Oklahoma, by and through its Governor, Mary Fallin, do hereby enter into this Compact, the terms of such Compact to commence on January 1, 2016, for the mutual benefit of the Nation and the State, to-wit:

1) The Nation agrees to:

   a. Adopt by reference as minimum requirements federal laws applicable to management of wildlife resources under federal authority, such as the Migratory Bird Treaty Act and the Endangered Species Act;

   b. Adopt and maintain as a minimum standard the provisions of the Oklahoma Wildlife Conservation Code ("Code"), federal migratory bird seasons and official requirements for hunting and fishing established by rules of the Oklahoma Wildlife Conservation Commission ("ODWC") to the lands, waters, fish, wildlife and persons subject to the jurisdiction of the Nation;

   c. In the event that any modifications to the provisions of the Oklahoma Wildlife Conservation Code, federal migratory bird seasons and other official requirements for hunting and fishing conflicts with the traditions and customs of the Nation, the Nation shall provide notice to the State and the parties shall resolve the issue as provided for in Article III;

d. Assume responsibility for the administrative and supply cost of issuing a tribal/state dual jurisdiction license ("compact license") on behalf of both governments through the State's existing Internet Point of Sale system or other by means as agreed upon by the State for issuing and selling hunting and fishing licenses. Administrative costs shall be assessed at the end of each calendar year by the ODWC and the Nation shall have a right to challenge the amount of accounting of such assessment;

e. Pay the State the minimum amount for each compact license required for certification under the Wildlife and Sport Fish Restoration Program ("WSFR") of net revenue for every license issued to a citizen of the Nation under this Compact. Said amount is currently anticipated at $2.00;

f. Annually purchase and issue a minimum of 150,000 compact licenses for its Oklahoma resident citizens between the ages of 16 and 65 years old. The Nation may purchase additional compact licenses for its citizens above the age of 65 at the same cost as any other compact license, as set forth in subparagraph (b) above, but such sales will not be counted against the agreed annual purchase of 150,000 compact licenses for individuals between the ages of 16 and 65;

g. The Nation shall not be required to purchase compact licenses for the Nation's Citizens who are also legal residents of Oklahoma and under the age of sixteen (16), as they are currently exempt pursuant to 29 O.S. § 4-112(B)(1). These exempt citizens shall be entitled to receive one turkey and one deer license, as described in Article II, Part 2(b) below, provided they follow the same procedures for obtaining said license, as described below, and are otherwise eligible to receive said license. The Nation will pay the amount of a Compact License, as described in Article II, Part 1(e), for each exempt citizen who obtains a deer or turkey license pursuant to this Compact. Said payments shall be made to the ODWC quarterly; and

h. Provide identifiable individual personal information for each license, as required for the WSFR certification, to the State in a manner prescribed by the ODWC for each compact license issued.

2) The State agrees to:

a. Authorize the issuance of a compact license to citizens of the Nation without charging the citizen any fee for said license if the following conditions are met:

i. The Cherokee Nation citizen applying for the compact license is a resident of the State of Oklahoma as that term is defined in Title 29 of Oklahoma Statutes;

ii. The Nation assumes responsibility for insuring that ODWC receives the minimum amount for each compact license required for certification

under the Wildlife and Sport Fish Restoration Program ("WSFR") of net revenue for every license issued to a citizen of the Nation under this Compact. Said amount is currently anticipated at $2.00

b. Provide every citizen of the Nation who obtains a compact license the opportunity to apply for and obtain or be assigned by the Nation one deer license (an archery deer license, primitive firearms deer license, gun deer license or holiday antlerless deer gun license at the option of the citizen) and one turkey license (spring of fall license) per year without fee, provided that:

   i. No citizen may exceed the combined season limit for any animal;

   ii. No citizen otherwise violates the laws of the State or the Nation; and

   iii. This selection must be made online through a portal system, which will be created and maintained by the Nation and shared with ODWC, at least fourteen (14) days prior to the start of the opening of the hunting season for that respective license.

3) Both the State and Nation agree:

   a. Each compact license will encompass the rights and regulatory requirements of an annual Oklahoma hunting license, annual Oklahoma fishing license, and the issuance of a single deer license and a single turkey license per calendar year. Provided, however, that the deer and turkey licenses shall be issued for a specific season, as requested by the licensee or assigned by the Nation and approved by ODWC. Said information will be provided to the ODWC with the other identifiable information described in Article II, Section 1(h) above;

   b. Compact licenses are only available to Oklahoma residents who are also citizens of the Nation and otherwise eligible for an Oklahoma hunting or fishing license under the Code or other applicable state law; and

   c. Compact license holders may, at their election, purchase additional licenses, products, and tags, such as additional deer or turkey licenses, of the ODWC not included in the rights of their compact license at the same cost and through the same process as other citizens of Oklahoma that are hunting and fishing license holders.

4) Both the Nation and the State will:

   a. Coordinate to create a process for the Nation's citizens to obtain a compact license, as well as deer and turkey licenses;

   b. Collaborate on projects that will protect, restore, perpetuate, conserve and enhance the management of wildlife in the State and the Nation;

c. Report any poaching or other violations of federal, state or tribal wildlife laws uncovered by law enforcement or game wardens between the agencies of the State or the Nation, charged with their respective responsibility for enforcing wildlife laws and hold continuing discussions to discuss what additional measures may be needed to hold offenders accountable across multiple jurisdictions;

d. Design a compact license which can be issued under the authority of the Nation and the State to Cherokee Nation citizens as provided herein.

ARTICLE III
GENERAL PROVISIONS

1) Any dispute arising in the interpretation or performance of this Compact, which is not resolved by good faith negotiation within thirty (30) days, or such longer period as mutually agreed in writing by both parties, shall be subject to any of the following remedies: (1) voluntary unilateral termination, (2) mediation, or (3) legal proceedings in federal court. Each party agrees to a limited waiver of sovereign immunity from suit, liability, judgment, and collection in mediation and federal court. Provided, however, that this limited waiver of sovereign immunity from suit is limited to disputes arising under this Compact. Voluntary unilateral termination may be done by either party at the end of each calendar year by providing sixty (60) days written notice.

2) This Compact shall terminate on December 31, 2018. Nothing in this Compact shall prevent the parties by mutual agreement from establishing an earlier or later termination date or otherwise modifying this agreement.

3) By entering into this Compact, the Nation does not concede that the laws of the State of Oklahoma, including its tax and licensing laws, apply to the Nation or its members regarding activities and conduct within the Nation's Jurisdiction.

4) Neither party shall be deemed the drafter of this Compact in the event of any action to interpret its terms. Therefore, the rule of construction that in the case of an ambiguity, the ambiguity is construed against the author is not applicable. Furthermore, any rule of construction of ambiguities either in favor of or against a State or Tribal governmental entity is not applicable to this Compact.

5) Notice shall be by United States mail, postage prepaid. Any notice required hereunder to the State shall be delivered to the Governor of the State of Oklahoma at 2300 N. Lincoln Blvd., Room 212, Oklahoma City, Oklahoma 73105-4890. Notification by the State shall be made by the Governor or designee in writing to the Principal Chief of the Cherokee Nation at P.O. Box 948, Tahlequah, Oklahoma, 74465. Notification by the State and Nation shall also be filed with the Office of the Oklahoma Secretary of State.

6) The effective date of this Compact shall be January 1, 2016, when fully executed by all parties, and there is attached hereto the original, or a properly certified copy, of the properly prepared and approved resolution of the legislative body, or similar document of the Nation authorizing the Nation to enter into and execute this agreement. The approved resolution, or similar document, shall be accompanied by a letter from counsel for the Nation certifying that such resolution, or other tribal action, fully and regularly complies with tribal law and was obtained in accordance with all necessary legal and procedural requirements.

7) Nothing in this Compact shall be deemed to authorize the State to regulate the Nation's government or to interfere in any way with the Nation's election of its governmental officers. This Compact shall not alter tribal, federal or state civil adjudicatory or criminal jurisdiction, except as to waivers provided herein.

8) This Compact comprises the entirety of the agreement between the parties hereto. Any and all prior or contemporaneous representations, predictions, warranties or other inducements, however denominated, are merged within the terms of this Compact, and shall not survive its execution. There are no representations, promises, predictions, warranties, inducements or other agreements, however denominated, between the parties other than as set forth herein. This Compact may not be amended or modified except by written agreement, approved and executed by the parties hereto.

IT IS AGREED:

Each of the undersigned represents that they are duly authorized, and has the authority, to execute this Compact on behalf of the designated party.

[signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Hunting and Fishing Compact effective January 1, 2016.

STATE OF OKLAHOMA

Mary Fallin 5-29-15

MARY FALLIN, GOVERNOR DATE

Attest:

Secretary of State

CHEROKEE NATION

Bill John Baker 5-29-15

BILL JOHN BAKER, PRINCIPAL CHIEF DATE