

An Act

Legislative Act 44-24

AN ACT RELATING TO AND APPROVING THE MOTOR VEHICLE REGISTRATION AND LICENSE TAG COMPACT BETWEEN THE STATE OF OKLAHOMA AND THE CHEROKEE NATION

BE IT ENACTED BY THE CHEROKEE NATION:

Section 1. Title and Codification

This Act shall be known as the “Motor Vehicle Registration and License Tag Compact Between the State of Oklahoma and the Cherokee Nation Act” and codified at Title 68, Chapter 20, Section 2001 of the Cherokee Nation Code Annotated.

Section 2. Purpose

The purpose of this Act is to approve and authorize the Principal Chief to execute the Motor Vehicle Registration and License Tag Compact Between the State of Oklahoma and the Cherokee Nation.

Section 3. Legislative History

LA-01-01
LA-36-01
LA-09-02
LA-18-13
LA-19-13

Section 4. Approval of Compact; Authority to Execute

The Cherokee Nation, by and through the Principal Chief, and the State of Oklahoma, by and through the Governor, have negotiated the terms of the Motor Vehicle Registration and License Tag Compact Between the State of Oklahoma and the Cherokee Nation, hereinafter referred to as the “Compact”, a copy of which is attached hereto and incorporated herein by reference. The Council of the Cherokee Nation hereby approves the negotiated terms and conditions of the Compact. The Council of the Cherokee Nation further hereby authorizes the Principal Chief to execute said Compact on behalf of the Cherokee Nation and to take any and all necessary actions to implement and administer the provisions of the Compact in accordance

with its terms. Provided that the terms of the Compact shall take full force and effect only upon execution by all parties and the approval by the Council of the Cherokee Nation and the Joint Committee of the Oklahoma Legislature on State-Tribal Relations.

Section 5. Provisions as cumulative

The provisions of this act shall be cumulative to existing law.

Section 6. Repeal, Replace, and Supersede

The Motor Vehicle Registration and License Tag Compact Between the State of Oklahoma and the Cherokee Nation attached hereto shall supersede the Compacts authorized by LA-18-13 and LA-19-13, in accordance with its terms.


Section 7. Severability

The provisions of this act are severable and if any part of provision hereof shall be held void the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this act.


Section 8. Effective Date

It being immediately necessary for the welfare of the Cherokee Nation, the Council hereby declares that an emergency exists, by reason whereof this Act shall take effect and be in full force immediately upon its passage and approval.


Enacted by the Council of the Cherokee Nation on the 6th day of December, 2024.


Mike Shambaugh, Speaker
Council of the Cherokee Nation


ATTEST:


Johnny Jack Kidwell, Secretary
Council of the Cherokee Nation

Approved and signed by the Principal Chief this 6th day of December, 2024.


Chuck Hoskin, Jr., Principal Chief
Cherokee Nation

ATTEST:


Shella Bowlin, Secretary of State
Cherokee Nation

YEAS AND NAYS AS RECORDED:

Sasha Blackfox-Qualls	<u>Yea</u>	Melvina Shotpouch	<u>Yea</u>
Candessa Teehee	<u>Yea</u>	Kendra McGeady	<u>Yea</u>
Lisa Hall	<u>Yea</u>	Dora Smith Patzkowski	<u>Yea</u>
Mike Dobbins	<u>Yea</u>	Joe Deere	<u>Yea</u>
E.O. "Jr." Smith	<u>Yea</u>	Kevin Easley, Jr.	<u>Yea</u>
Daryl Legg	<u>Yea</u>	Danny Callison	<u>Yea</u>
Joshua Sam	<u>Yea</u>	Julia Coates	<u>Absent</u>
Codey Poindexter	<u>Yea</u>	Johnny Jack Kidwell	<u>Yea</u>
Mike Shambaugh	<u>Yea</u>		

FILED

December 9, 2024
Secretary of State
State of Oklahoma



MOTOR VEHICLE REGISTRATION AND LICENSE TAG COMPACT BETWEEN THE STATE OF OKLAHOMA AND THE CHEROKEE NATION

ARTICLE I

PURPOSE AND INTENT OF THE PARTIES

WHEREAS, the Cherokee Nation (hereinafter, “Nation”), is a federally recognized Indian tribe¹ with its capitol located in the City of Tahlequah, Cherokee County, Oklahoma, and which Nation possesses inherent sovereign powers of self-government, as secured by and under federal law;

WHEREAS, the State of Oklahoma (hereinafter referred to as “State”) is an independent, sovereign state of the United States of America with its capitol located in the City of Oklahoma City, Oklahoma County, Oklahoma, and which State is possessed of full powers of state government;

WHEREAS, both the State and the Nation recognize that federal law designates each a sovereign with dominion over their respective governments, territories, and citizens; and that entry into this Compact is not intended nor shall it be construed to cause the sovereignty of either to be diminished; instead, entry into this Compact is intended to provide for the mutually beneficial resolution of differences as between the Nation and State that arise under federal law and relate to their respective powers regarding the registration and tagging of motor vehicles and the collection of tolls for the use of Oklahoma toll roads by vehicles so registered and tagged;

WHEREAS, pursuant to and in accord with such rights and authorities, the Nation’s Tribal Council enacted Legislative Act No. 01-01 (Jan. 15, 2001), a motor vehicle licensing code, and thereafter, in 2002, entered into a motor vehicle compact with the State which was renegotiated and reformed in 2013. The current compact is set to expire on or about December 31, 2024.

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).

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 in the Governor of the State of Oklahoma, and section 1221 of title 74 of the Oklahoma Statutes provides that the Oklahoma Governor has authority to negotiate and enter into intergovernmental cooperative agreements on behalf of Oklahoma with federally recognized Tribal governments within Oklahoma to address issues of mutual interest, which agreements, according to section 1221, take legal effect upon approval by Oklahoma's Joint Committee on State-Tribal Relations; and,

WHEREAS, both the State and the Nation recognize the financial, cultural, educational, and economic contributions of each sovereign;

WHEREAS, the State and the Nation recognize the value of good Tribal-State governmental relations and agree it would be in their respective and mutual best interests to enter into a new Motor Vehicle Registration and License Tag Compact and, to such end, agree to the terms set forth herein.

ARTICLE II

TERMS REGARDING MOTOR VEHICLE REGISTRATION AND LICENSE TAG ISSUANCES

NOW, THEREFORE, the Cherokee Nation, by and through its Principal Chief, Chuck Hoskin Jr., and the State of Oklahoma, by and through its Governor, J. Kevin Stitt, do hereby form and enter this Compact for the mutual benefit of the Nation and the State, *to-wit*:

1. This Compact establishes the procedures, including remittances by the State to the Nation in accord with ¶II.6.e. and payments by the Nation as required at ¶II.5.c., relating to the licensing, registration, renewal of registration, and payment of excise taxes simultaneous with the purchase of a Cherokee Nation license plate (hereinafter referred to as "License Plate"), for motor vehicles owned by citizens of the Nation, and for motor vehicles owned and operated by the Nation for governmental purposes.
2. The License Plate shall be designed by the Nation and manufactured by the Nation and the State. The design of the License Plate shall be reviewed by the appropriate State agency or agencies (hereinafter referred to as "Agency")² in a timely manner and in conformity with current practices governing the design and manufacture of Oklahoma license plates. Said Agency may disapprove a proposed design only if the design poses a risk to public safety or could impede toll collections. Further, in order to accommodate registrations or renewals of motor vehicles the Nation and Service Oklahoma (hereinafter referred to as "SOK")

² "Agency" shall mean those constitutionally or statutorily created State entities that have been charged with regulation of any of the subject matters encompassed by this Compact, and shall include, but not be limited to, the Oklahoma Tax Commission, Service Oklahoma, the Oklahoma Department of Public Safety, the Oklahoma Turnpike Authority, and Oklahoma Correctional Industries.

shall reasonably coordinate the manufacture of the License Plates. The manufacture of the License Plates shall be performed as follows:

- a. For motor vehicles registered at a Cherokee Nation tag agency, the License Plate shall be manufactured by the Nation.
 - b. For motor vehicles principally garaged outside the area encompassed within Exhibit A hereto and obtaining a registration and/or renewal at a state tag agency, the License Plate shall be manufactured by the State, by and through SOK. SOK will determine the quantity of license plates to be manufactured and the consignment of the license plates with such State licensed tag agencies as is warranted by information furnished by the Nation and SOK's records regarding demand for license plates.
 - c. Further, in order to accommodate registrations or renewals of motor vehicles, the Nation and SOK shall reasonably coordinate inventory of the license plates manufactured by the Nation and the State, which shall include, but not necessarily be limited to, the sharing and coordination of license plate sequence numbers of License Plates by and between the Nation and SOK.
3. Subject to the provisions of this Compact, a License Plate may be made available to any citizen of the Nation who is otherwise eligible to apply for and receive an Oklahoma license plate and to register his or her vehicle(s) within the State of Oklahoma. Nothing in this Compact shall prohibit the State from requiring motor vehicle registration and renewal thereof and the payment of fees and taxes by any resident of this State who is not a citizen of the Nation. Nor shall anything herein be deemed to prohibit or preclude a Nation citizen from registering his or her motor vehicle or from obtaining or renewing an Oklahoma license plate.
4. To obtain a License Plate, an applicant must:
- a. pay all applicable fees, taxes, penalties, and fines as calculated in accord with ¶II.5.b. (for vehicles garaged within the area encompassed within Exhibit A hereto) or ¶II.6.c. (for vehicles garaged outside the area encompassed within Exhibit A, whichever applies;
 - b. be listed on the vehicle title as the owner or co-owner of the vehicle to which the License Plate will be affixed;
 - c. present a Nation Citizenship Card to the tag agency verifying his or her Nation citizenship status; and
 - d. provide any other information requested by the tag agency for purposes of confirming identity or as is otherwise reasonably related to the administrative processing of the application.

5. For motor vehicles principally garaged within the area encompassed within Exhibit A hereto, the following procedures shall control:
 - a. The applicant may register a motor vehicle with and/or obtain or renew a License Plate from any Nation licensed tag agency.
 - b. The amount of fees, taxes, penalties, and fines required to be paid by any citizen of the Nation pursuant to ¶II.4.a. shall be as set in the Cherokee Nation Motor Vehicle Code, as amended (hereinafter, "Nation's Code").
 - c. As required by the Nation's Code, tag agencies shall remit monies collected under this Compact to the Cherokee Nation Tax Commission; as also required by the Nation's Code, the Cherokee Nation Tax Commission shall distribute a portion of such monies to Oklahoma public schools, counties, municipalities, and highway construction or maintenance projects located within the encompassed within Exhibit A hereto, as well as to Sequoyah Schools, Cherokee Nation Immersion Program, Cherokee Nation Headstart, and the Cherokee Nation Marshal Service; *provided*, that as a condition of this Compact, the Nation agrees to appropriate and distribute each year during which this Compact remains in effect:
 - i. an amount equal to thirty-eight percent (38%) of all monies so collected annually to Oklahoma public schools and Sequoyah Schools in accordance with the allocation formula set forth in § 1306(B)(2) of said Code;
 - ii. an amount equal to twenty percent (20%) of all monies so collected annually to construction or maintenance of federal highways, section line roads, and other roads within the area encompassed within Exhibit A hereto; and
 - iii. an amount equal to five percent (5%) of all monies so collected annually and remaining after payment of the Nation's costs incurred in administering said Code to counties and municipalities within the area encompassed within Exhibit A attached hereto and/or to the Cherokee Nation Marshal Service, as provided in § 1306(B)(4) of said Code.
 - d. By January 30 of each year, the Nation shall provide to SOK or its successor agency a report documenting for the preceding fiscal year:
 - i. the number of motor vehicle registrations completed and License Plates issued or renewed;
 - ii. the total amounts of appropriations and distributions made in accord with ¶II.5.c., including identification of the recipients thereof; and
 - iii. such other necessary information as may be appropriate to reconcile these data points with data shared pursuant to ¶8.

6. For motor vehicles garaged outside the area encompassed within Exhibit A hereto, the following procedures shall control:
 - a. The applicant may register a motor vehicle with and/or obtain or renew a License Plate from either a State or Nation licensed tag agency.
 - b. All persons who, under the Nation's prior compact with Oklahoma, lawfully registered and obtained a license plate from the Nation for a vehicle that is garaged outside the area encompassed within Exhibit A attached hereto shall have until January 1, 2029, to re-register and obtain either an Oklahoma license plate or a License Plate in a manner consistent with this new compact.
 - c. The amount of fees, taxes, penalties, and fines required to be paid by any citizen of the Nation pursuant to ¶II.4.a. shall be identical to the contemporaneous fees, taxes, penalties, and fines charged to any non-citizen who applied for a State-issued license, registration, or registration renewal, or who paid excise taxes on an identically valued vehicle simultaneous with the purchase of a State-issued license plate.
 - d. As required by State law, SOK shall remit monies collected under this Compact to the Oklahoma Tax Commission, and the Oklahoma Tax Commission shall distribute such monies as required by 47 Okla. St. § 1104, and 68 Okla. St. § 2102; *provided*, that forty percent (40%) of the funds to be distributed to the Rebuilding Oklahoma Access and Drivers Safety (hereinafter, "ROADS") Fund after apportionment (47 Okla. St. § 1104) has been made shall be remitted to the Nation (hereinafter referred to as "Nation's Remittance").
 - e. With each remittance to the Nation, SOK shall provide the Nation with a brief report that includes all available information that is reasonably necessary to reconcile the Received Funds to the Nation's Remittance, and to funds distributed to the ROADS Fund. Such report shall include, but not be limited to, the following information with respect to the calendar month immediately preceding the remittance: the name, address, Citizenship Card identification number, and the amount paid for registration and/or excise tax for each License Plate issued/renewed; and an itemization of Received Funds that summarizes how those funds were allocated between the State and the Nation, on an aggregate basis.
 - f. The Nation hereby agrees to review the report provided under section II.6.e in a timely manner and to notify SOK of any applicants who are not, in fact, citizens of the Nation. Applicants who are determined not to be a citizen of the Nation shall not be eligible for a License Plate, and if one has already been issued, the State shall recall and replace it with a State license plate, with the applicant responsible for bearing the cost of such replacement.
 - g. The Nation hereby agrees to provide the Oklahoma Tax Commission all information reasonably necessary to implement the remittance required at ¶II.6.d.,

including, but not limited to, direct deposit information, and to timely update such information as necessary. The Oklahoma Tax Commission's remittance of funds to the Nation, as required by ¶II.6.d., will occur no later than the fifteenth (15th) day of each month for collections received during the prior calendar month.

- h. The Nation shall use any monies remitted to it pursuant to ¶II.6.d. at its exclusive discretion. The parties hereby expressly agree and stipulate that the Nation may use any such remittance to issue rebates to citizens; *provided*, that rebated funds are expended solely from Nation resources and are not deducted from amounts due and owing to the State.

7. **Irrespective of where the vehicle is garaged**, the State shall require SOK to transmit all registration and License Plate information for inclusion in the Oklahoma Law Enforcement Telecommunication System, and the Nation shall likewise require all Nation licensed tag agencies to do the same. State licensed tag agencies shall transmit such information in accord with State law, and Nation licensed tag agencies shall do so pursuant to Cherokee Nation law and this compact; provided, such transmissions shall be due no later than the deadlines that apply to State licensed tag agencies.

8. **Irrespective of where the vehicle is garaged**, the Nation shall make all License Plates and necessary associated owner registration information collected by Nation licensed tag agencies available to the Oklahoma Turnpike Authority in accordance with the terms and conditions set forth in the Agreement for Access to Motor Vehicle Registration Records between the Oklahoma Turnpike Authority and the Nation attached hereto as an Addendum to this Compact and incorporated herein by reference with the same force and effect as though fully set forth herein.

ARTICLE III

GENERAL PROVISIONS

9. In the event of any dispute over the interpretation or performance of this Compact, the following shall provide the parties' sole means of recourse and remedy as against each other:

- a. The goal of the parties shall be to resolve all disputes amicably and voluntarily whenever possible. A party asserting noncompliance or seeking an interpretation of this Compact first shall serve written notice on the other party. The notice shall identify the specific Compact provision alleged to have been violated or in dispute and shall specify in detail the asserting party's contention and any factual basis for the claim. Representatives of the Nation and State shall meet within thirty (30) days of receipt of notice in an effort to resolve the dispute.
- b. Subject to the limitation set forth in paragraph (c) of this ¶10, either party may seek arbitration of the dispute, which arbitration shall proceed in accord with rules that substantially comport with the rules of the American Arbitration Association. Such

arbitration shall be conducted by a single arbitrator who will be selected by the parties; *provided*, that if the parties cannot agree on a single arbitrator, then each party will pick one (1) arbitrator, and those two (2) arbitrators shall select a third; the arbitration will then be conducted by these three (3) arbitrators. The remedies available through arbitration are limited to injunctive and/or declaratory relief for the enforcement of the provisions of this Compact. The parties consent to the jurisdiction of such arbitration forum for such limited purposes and no other, and each waives immunity solely and exclusively with respect thereto. The parties further agree that any arbitral award issued pursuant to proceedings initiated under this section will be enforceable in a court of proper jurisdiction, for which purposes both consent to suit in federal district court having proper venue; *provided*, that by entering or complying with this Compact, the State does not consent to suit in tribal court, and the Nation does not consent to suit in state court. The expenses of arbitration shall be borne equally by the parties.

- c. For purposes of this dispute resolution mechanism, each party hereto agrees that it shall not assert, directly or indirectly, any immunity to any action filed in accord with this ¶10 and agrees, furthermore, not to raise the Eleventh Amendment to the United States Constitution or comparable defense to the validity of such waiver; *provided*, that nothing herein shall be construed to authorize a money judgment, other than to fulfill a party's obligation hereunder, or for damages for a party's failure to comply with an arbitration decision requiring the payment of monies.

- 10. This agreement shall terminate December 31, 2035. Nothing in this Compact shall prevent the parties by mutual written agreement from establishing a different termination date or otherwise modifying this agreement; *provided*, that any termination shall not affect rights to performance, including payment of remittances due hereunder and accruing prior to such termination.
- 11. Nothing in this Compact is intended, nor shall it be construed, to enlarge, diminish, or otherwise affect the sovereign powers or jurisdiction of either party over any persons or territory. 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 citizens regarding activities and conduct within the Nation's Jurisdiction.
- 12. 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 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 government entity is not applicable to this Compact.
- 13. 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. Notification by the State shall be made by the Governor of the State of Oklahoma, or his or her 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.

14. This Compact shall be effective only on the execution by the parties and will take legal effect on January 1, 2025. The executed document shall be accompanied by a letter from counsel for the Nation certifying that it has been executed in compliance with tribal law and was obtained in accordance with all necessary legal and procedural requirements.
15. 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.
16. This Compact comprises the entirety of the agreement between the parties hereto on this subject matter. 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.
17. This Compact is intended to be between and for the benefit of the Nation and the State only. This Compact is not intended for the benefit of third-parties and creates no rights, remedies, or standing for third-parties.
18. The provisions of this Compact shall be deemed severable, and any invalidity or unenforceability of any one or more of its provisions shall not affect the validity or enforceability of the other provisions herein.

IN WITNESS WHEREOF, the parties have executed this Motor Vehicle Registration and License Tag Compact, effective January 1, 2025.

STATE OF OKLAHOMA



J. KEVIN STITT, GOVERNOR

12/6/24
DATE

Attest:



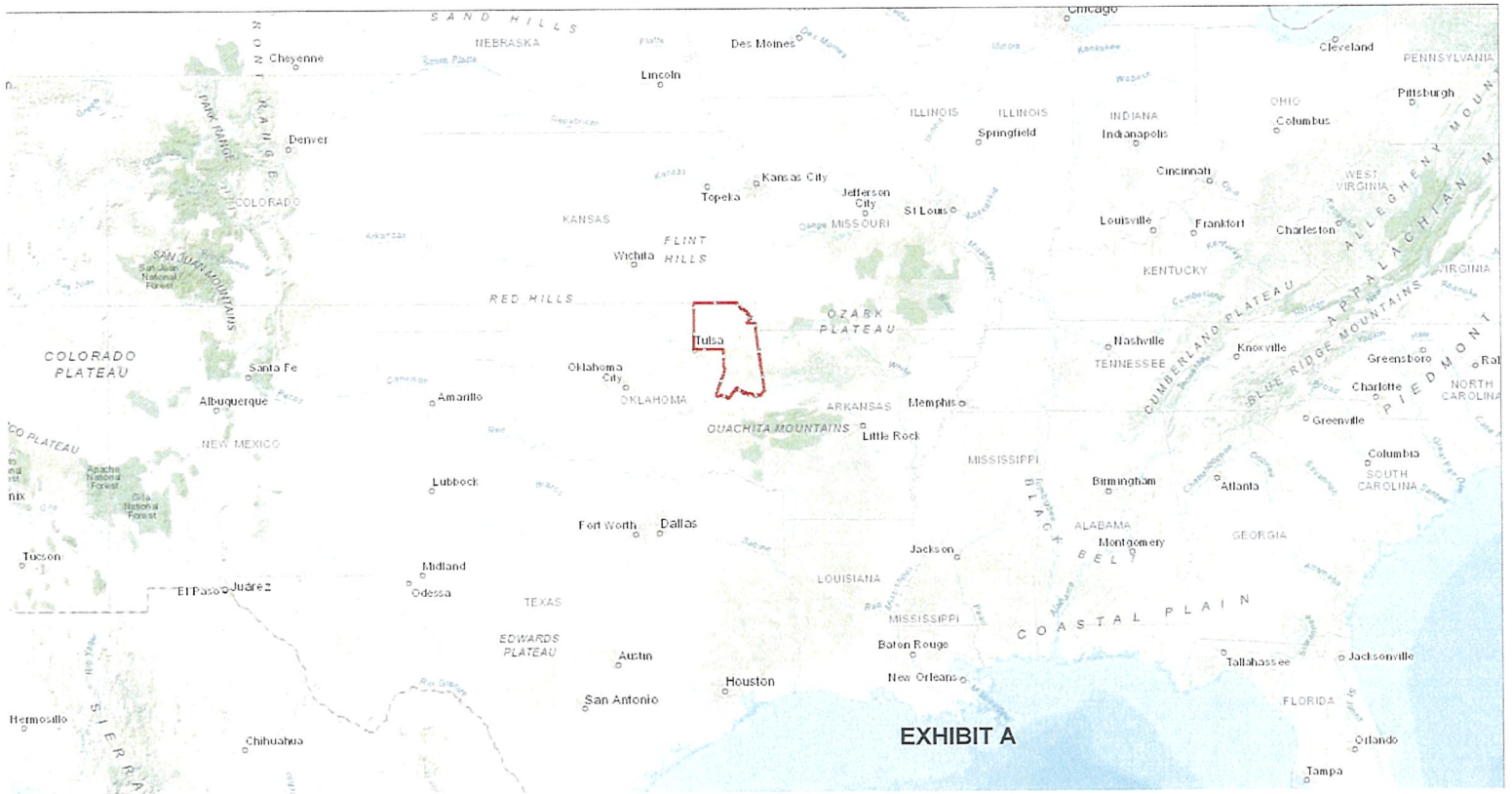
Secretary of State

CHEROKEE NATION



CHUCK HOSKIN JR., PRINCIPAL CHIEF

12/6/24
DATE



ADDENDUM

**TO MOTOR VEHICLE REGISTRATION AND LICENSE TAG COMPACT
BETWEEN THE STATE OF OKLAHOMA
AND THE CHEROKEE NATION**

**Agreement Between
The Oklahoma Turnpike Authority
And
The Cherokee Nation**

This Addendum to Motor Vehicle Registration and License Tag Compact between the State of Oklahoma and the Cherokee Nation establishes an Agreement (hereinafter, "Agreement") between the Oklahoma Turnpike Authority, an instrumentality of the State of Oklahoma (hereinafter, "Authority"), and the Cherokee Nation (hereinafter, "Nation"), for the Authority's access to the Nation's motor vehicle ownership and registration information to be effective upon the date described herein below.

WHEREAS, the Authority is an instrumentality of the State of Oklahoma (hereinafter, "State") charged with the construction, operation and maintenance of turnpike projects located throughout the State; and

WHEREAS, from time to time, some Nation Citizens use the turnpike project network for travel; and

WHEREAS, some Nation Citizens pay tolls through a PIKEPASS account utilizing the Authority's electronic toll collection system, and some Nation Citizens pay tolls at cash toll booths; and

WHEREAS, the Authority is phasing out all cash toll collections as it implements a video toll collection system where a toll charge is assessed to the registered owner of a vehicle whose license plate is photographed at video toll imaging points ("PlatePay"); and

WHEREAS, to help ensure the accurate PlatePay invoicing for the collection of tolls, the Authority must have timely access to motor vehicle ownership and registration information, inclusive of owner names and addresses for all travelers that do not have a PIKEPASS account; and

WHEREAS, the Authority does not have at the effective date of this Agreement and has never had access to the Nation's motor vehicle ownership and registration information; and

WHEREAS, in furtherance of the Authority's operation, maintenance and construction of its turnpike transportation facilities, the Nation desires to assist the Authority by providing it access to the Nation's motor vehicle ownership and registration information, and to make a financial

contribution to the Authority to resolve all un-billed and unpaid PlatePay toll transactions attributed to Nation Citizens for travel through November 30, 2024; and

WHEREAS, the Nation and the Authority desire to enter into this Agreement as an Addendum to the Motor Vehicle Registration and License Tag Compact between the State of Oklahoma and the Cherokee Nation ("Compact"), and which shall govern the Authority's access to and use of the owner registration information for motor vehicles that are or were titled or registered in, maintained by, and under the custody and control of the Nation; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions upon which the Nation's motor vehicle ownership and registration information is provided to the Authority, including the reconciliation and resolution of all un-billed and unpaid PlatePay travel incurred by Nation Citizens through the effective date of the Compact.
2. **Authority Authorization.** The Authority is authorized to enter into this Agreement with the Nation in accordance with 74 O.S. §1221(D)(5) in furtherance of the Authority's collection of toll charges needed for the operation, maintenance and construction of the Authority's turnpike transportation facilities.
3. **Motor Vehicle Information and General Procedure.** Within fifteen (15) days of the effective date of the Compact, the Nation shall provide to the Authority all current motor vehicle ownership and registration information maintained by the Nation, inclusive of owner names and addresses and license plate information (alphanumeric number(s)), in a format necessary for the Authority's PlatePay invoicing system. And throughout the term of this Compact, the Nation shall transmit to the Authority all motor vehicle ownership and registration information associated with any and all vehicles registered with Nation licensed tag agencies, no later than fifteen (15) days after the date on which each motor vehicle is registered with such tag agencies. Moreover, should the Authority's systems (i.e. PlatePay) identify a Nation License Plate for which there is no corresponding owner registration information previously provided by the Nation, the Nation shall provide to the Authority the requested vehicle ownership and registration information maintained by the Cherokee Nation, within fifteen (15) days of a request submitted in writing by the Authority.
4. **Method of Information Transfer.** All motor vehicle ownership and registration information data transfers from the Nation to the Authority shall be made by using an approved method or solution that meets the Parties' respective Information Technology security standards.
5. **Authority's Use of Information.** The Authority's use of the Nation's motor vehicle ownership and registration information shall be limited to the Authority's legitimate governmental functions, as an instrumentality of the State, to collect tolls from those that

have used the State's turnpikes as identified by the Authority through its electronic and video toll collection systems.

6. **Information Security.** The Authority agrees to implement reasonable system and data security procedures to protect records from unauthorized disclosure. Such reasonable procedures may include, but are not limited to, username and password access policies, firewalls, appropriate protection of data during transmission using techniques such as VPNs, private point-to-point connections, or encryption during transmission, and execution of confidentiality agreements by such employees or other individuals with authorized access.
7. **Nation Contribution to the Authority.** The Nation agrees to contribute two million dollars (\$2,000,000) to the Oklahoma Turnpike Authority ("Contribution") as a PlatePay implementation payment. The Nation's Contribution is made for the following purpose and upon the following conditions, to which the Authority accepts and agrees to in accordance with 69 O.S. §1705(l):
 - a. The Nation's Contribution shall be made in three (3) annual installments, in equal amounts, with the first payment due on or before March 1, 2025, and continuing thereafter on January 30 of each year, and including the final installment on January 30, 2027.
 - b. The Authority shall use the Nation's motor vehicle ownership and registration information, provided pursuant to Section 3, to reconcile all unbilled and unpaid PlatePay transactions attributed to owners of motor vehicles registered by the Nation and transfer such unbilled and unpaid transactions, for travel through November 30, 2024, to a bulk vendor account created by the Authority in the name of the Nation.
 - c. The Authority shall apply each Nation Contribution installment payment to the balance owed on the Nation's bulk vendor account on a prorated basis.
 - d. Upon the final installment payment by the Nation, the remaining balance of the Nation's bulk vendor account, if any, shall be reduced to a zero-dollar (\$0) balance owed provided that (i) the Nation shall timely remit payments required by this section; and (ii) the Nation remains in compliance with all other terms of this Agreement.
 - e. Commencing on January 1, 2025, the Authority shall use the Nation's motor vehicle ownership and registration information, provided pursuant to Section 3, to issue PlatePay invoices directly to Nation Citizens for toll charges assessed to the registered owner of a vehicle whose license plate is photographed at video toll imaging points for travel on the Oklahoma turnpike system.
8. **Term and Termination.** This Agreement shall be effective during the term of the Compact and any renewal periods.
9. **Dispute Resolution.** The dispute resolution procedures set forth in the Compact, Paragraph 10(a)-(c), shall apply and govern any dispute that may arise between the Parties to this Agreement.

10. **Authorizations.** The Authority and the Nation each represent that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind the Party to its terms. The person executing this Agreement on behalf of each Party warrants that such person has full authorization to execute the Agreement.
11. **Prior Understandings.** This Agreement incorporates and reduces to writing all prior understandings, promises, contracts, commitments, covenants, or conditions and constitutes the entire agreement of the Parties and supersedes all other prior written or oral agreements between the Parties with respect to the subject matter herein.
12. **Amendment and Modification.** This Agreement may not be changed, modified, or amended except by a written agreement, approved and executed by duly authorized representatives of both Parties.
13. **Effective Date.** This Agreement shall go into effect and become effective (“Effective Date”) upon the effective date of the Compact.
14. **Notices.** All notices authorized or required under this Agreement shall be in writing and sent by way of certified U.S. Mail, with copy *via* email, to the following officials or their successors in office:


- a. The Nation: Principal Chief of the Cherokee Nation
 P.O. Box 948
 Tahlequah, OK 74465

- b. The Authority: Executive Director
 Oklahoma Turnpike Authority
 3500 North Martin Luther King Ave.
 Oklahoma City, OK 73111-4221

[Remainder of page intentional left blank]


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

OKLAHOMA TURNPIKE AUTHORITY


Joe Echelle (Dec 6, 2024 15:37 CST)


Joe Echelle, Director
Oklahoma Turnpike Authority
12/06/2024
Date

CHEROKEE NATION



Chuck Hoskin, Jr., Principal Chief
Cherokee Nation
12/6/24
Date

Approve as to form:



Eric Lair, General Counsel
Oklahoma Turnpike Authority

12/06/2024