

An Act

Legislative Act 18-13

A LEGISLATIVE ACT RELATING TO AND APPROVING A COMPACT WITH THE STATE OF OKLAHOMA TO BE KNOWN AS THE “CHEROKEE NATION/STATE OF OKLAHOMA IN JURISDICTION MOTOR VEHICLE LICENSING ACT”

BE IT ENACTED BY THE CHEROKEE NATION:

Section 1. Title and Codification

This Act shall be known as the “Cherokee Nation In Jurisdiction Motor Vehicle Licensing Compact Act” and codified as _____, Title _____, Section _____ of the Cherokee Nation Code Annotated (CNCA).

Section 2. Purpose

Legislative Act 01-01 authorized the Principal Chief to negotiate a motor vehicle licensing compact with the State of Oklahoma but stated that any such compact so negotiated would not be effective until approved by the Tribal Council. The Cherokee Nation, by and through the Principal Chief, and the State of Oklahoma, by and through the Governor, negotiated the terms of such a compact for the mutual benefit of both sovereign governments, subject to the approval by the Council of the Cherokee Nation and the Joint Committee of the Oklahoma Legislature on State-Tribal Relations. Said Compact was approved by the Cherokee Nation Tribal Council in LA-36-01. The term of the previous compact has expired and the Principal Chief and the State of Oklahoma have negotiated a new compact for the mutual benefit of both sovereign governments. The purpose of this Act is to approve and authorize the Principal Chief to execute the Tribal-State Motor Vehicle Licensing Compact Between the Cherokee Nation and The State of Oklahoma, hereafter referred to as the “Compact” that has been negotiated with the Governor of the State of Oklahoma.

Section 3. Approval of Compact; Authority to Execute

The Compact has been negotiated by the Principal Chief and the Governor of the State of Oklahoma, a copy of which is attached hereto and incorporated herein by reference, is hereby approved. The Principal Chief is hereby authorized to execute said Compact on behalf of the Cherokee Nation and to take any and all actions necessary and appropriate to carry out the provisions thereof. Provided, said Compact shall not become effective until executed by the Governor of the State of Oklahoma.

Section 4. Legislative History

LA-01-01
LA-36-01
LA-09-02

Section 5. Provisions as cumulative

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

Section 6. Act shall supersede Legislative Act(s): 36-01 and 09-02

This Act shall supersede Legislative Acts 36-01 and 09-02.

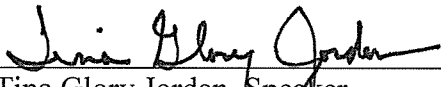
Section 7. Severability

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

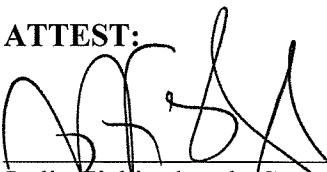
It being immediately necessary for the welfare of the Cherokee Nation, the Council hereby declares that an emergency exists, by reason whereof this Act shall take effect and be in full force after its passage and approval.

Enacted by the Council of the Cherokee Nation on the 12th day of August, 2013.



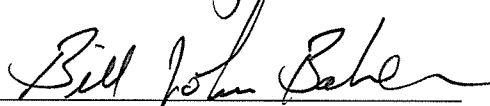
Tina Glory Jordan, Speaker
Council of the Cherokee Nation

ATTEST:

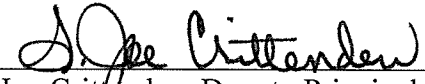


Jodie Fishinhawk, Secretary
Council of the Cherokee Nation

Approved and signed by the Principal Chief this 15th day of Aug., 2013.


Bill John Baker, Principal Chief
Cherokee Nation

ATTEST:


S. Joe Crittenden, Deputy Principal Chief
Cherokee Nation

YEAS AND NAYS AS RECORDED:

Tina Glory Jordan	<u>Yea</u>	Meredith A. Frailey	<u>Absent</u>
Joe Byrd	<u>Yea</u>	Dick Lay	<u>Yea</u>
David Walkingstick	<u>Yea</u>	Cara Cowan Watts	<u>Yea</u>
Jodie Fishinghawk	<u>Yea</u>	Buel Anglen	<u>Yea</u>
Janelle Lattimore Fullbright	<u>Yea</u>	Curtis G. Snell	<u>Yea</u>
David W. Thornton, Sr.	<u>Yea</u>	Charles Hoskin, Jr.	<u>Yea</u>
Don Garvin	<u>Yea</u>	Julia Coates	<u>Yea</u>
Lee Keener	<u>Yea</u>	Jack D. Baker	<u>Yea</u>
Frankie Hargis	<u>Absent</u>		



MOTOR VEHICLE LICENSING COMPACT BETWEEN THE CHEROKEE NATION AND THE STATE OF OKLAHOMA FOR LANDS LOCATED WITHIN THE COMPACT JURISDICTIONAL AREA OF THE CHEROKEE NATION

This Motor Vehicle Licensing Compact (hereinafter, "Compact") is entered into by and between Cherokee Nation, a federally recognized Indian tribe (hereinafter, the "Nation"), and the State of Oklahoma (hereinafter, "State"), to be effective upon the date described herein below.

Section 1: Recitals.

- a) The Nation is a federally recognized Indian tribe with its capitol located in the City of Tahlequah, Cherokee County, Oklahoma.
- b) On the 15th day of January, 2001, the Nation's Tribal Council enacted Legislative Act No. 01-01, a motor vehicle licensing code. In 2002, the Cherokee Nation entered into a motor vehicle compact with the State (attached to this Compact as "Exhibit A") and has exercised its authority to issue motor vehicle licenses in accordance with the terms of that compact since that time.
- c) The Nation and the State have agreed that it would be in their respective best interests to enter into another Compact that will coordinate the Nation's motor vehicle licensing system with that of the State in the manner and to the extent set forth herein.

Section 2: Purpose and Scope.

The purpose of this Compact is a) to set forth the agreement between the Nation and the State with respect to the Nation's licensing of motor vehicles and other vehicles owned by the Nation's enrolled citizens in accordance with the provisions of the Cherokee Nation's code, as amended; b) to coordinate the use of and/or access to motor vehicle titling and registration information with the State for law enforcement and other purposes; c) to develop agreed-to procedures for communicating and transmitting such information; and d) to allocate a portion of revenues collected by the Nation from the licensing of vehicles for the benefit of schools and certain counties and municipalities within the Nation's jurisdictional area.

Section 3: Definitions.

Wherever used in this Compact, the words and phrases set forth below shall have the following meanings:

- a) *Citizen* shall mean a person who is an enrolled member of the Cherokee Nation as

- provided in section 103S of the CN Motor Vehicle Code.
- b) ***CN Motor Vehicle Code*** shall mean L.A. 01-01 and the amendments thereto which are attached to this Compact as “Exhibit B”.
 - c) ***Indian Country*** shall mean “Indian country” as that term is defined in 18 USC §1151 and has been interpreted by the Supreme Court of the United States in *Oklahoma Tax Commission vs. Sac and Fox Nation*, 508 U.S. 114 (1993), and other decisions of said court.
 - d) ***Compact Jurisdictional Area of the Cherokee Nation***, for purposes of this Compact and this Compact only, shall mean the area that lies within the boundaries of the Cherokee Nation Compact Jurisdiction, as more particularly depicted in “Exhibit C”.
 - e) ***Motor Vehicle or Vehicle*** shall have the same meaning given to the term “Eligible Vehicle” in section 103T of the CN Motor Vehicle Code and any other vehicle eligible for registration thereunder.
 - f) ***Nation*** shall mean Cherokee Nation.
 - g) ***Oklahoma Law Enforcement Telecommunication System (OLETS)*** – The Oklahoma Law Enforcement Telecommunications System is a statewide telecommunications network which serves city, county, state, federal, and military law enforcement and criminal justice agencies. OLETS provides direct computer interfaces to the computer systems of the Department of Public Safety, the Oklahoma Tax Commission, the Oklahoma State Bureau of Investigation, the National Crime Information Center (NCIC), the National Law Enforcement Telecommunications System (NLETS), and the National Weather Service Computer System and Network in Oklahoma City, Oklahoma.
 - h) ***Principal Residence*** – a domicile, a person’s permanent legal residence, the place where a person has their permanent principal home. A business is considered to have its’ principal residence in the state or tribal nation where its headquarters is located.
 - i) ***State*** shall mean the State of Oklahoma.
 - j) ***Tribal Motor Vehicle License*** shall mean a license plate or tag issued by the Cherokee Nation for a particular Motor Vehicle or other Vehicle in accordance with provisions of the CN Motor Vehicle Code and this Compact.

Section 4: Tribal Motor Vehicle License.

The parties stipulate and agree that the Nation, as a federally recognized Indian tribe, has the sovereign authority to issue Tribal Motor Vehicle Licenses in accordance with the United States Supreme Court’s decision in *Oklahoma Tax Commission v. Sac and Fox Nation*, 508 U.S. 114 (1993). In order to avoid the uncertainties and costs associated with complex jurisdictional enforcement issues, to recognize the significant contributions of the Nation to economic development of the State, and to promote a cooperative relationship between the Nation and the State, the parties agree as follows:

- a) The State agrees not to challenge the registration of Motor Vehicles provided that they are registered to citizens of the Nation in accordance with this Compact or other Compacts between the Nation and the State.
- b) The Nation agrees that it will issue Tribal Motor Vehicle Licenses only to persons who are citizens of the Nation in accordance with this Compact or other Compacts

between the Nation and the State.

- c) This Compact shall not be construed, and is not intended, to enlarge, diminish or otherwise affect the civil or criminal law enforcement jurisdiction or obligations of either party.

Section 5: Tribal Motor Vehicle Information and General Procedures.

- a) The Nation and the State agree that each has a significant interest in sharing information relating to the registration of Motor Vehicles and other Vehicles by the Nation and by the State so that (i) the Nation can verify registration information furnished by its citizens when applying for tribal motor vehicle licenses for vehicles previously registered with the State, and (ii) law enforcement officers and agencies of the State, other states and other Indian tribes can promptly verify the ownership and the current registration status of Motor Vehicles or other Vehicle license tags issued by the Nation. Accordingly, the Nation and the State agree to share such registration information through the Nation's participation in the Oklahoma Law Enforcement Telecommunication System (OLETS), and as further provided herein.
- b) The Nation shall transmit to the Oklahoma Tax Commission (OTC) Motor Vehicle ownership and registration information for each vehicle it registers, which information shall be included in the OTC's motor vehicle information database so that state, local, federal and tribal law enforcement and other governmental agencies may access such information to the same extent and in the same manner that such agencies have access to such information with regard to motor vehicles registered with the OTC, in order to confirm the ownership and currency of registration of each such vehicle with the Nation's Tax Commission. The Nation shall transmit the motor vehicle ownership and registration information to the OTC no later than 15 days after the date on which the motor vehicle is registered with the Nation. The Nation shall bear any and all costs in providing the information to the OTC.
- c) The parties acknowledge, stipulate and agree that the State shall have no responsibility for issuing certificates of title and registration under the Cherokee Nation Motor Vehicle Code. The content, accuracy and maintenance of all records relating to motor vehicle titles and registration issued by the Nation shall be the sole and exclusive responsibility of the Nation.
- d) The Nation shall submit reports in the form and on a schedule to be designated by the OTC to properly account for all funds, regardless of source, received by the Nation pursuant to this Compact. Reports shall cover a period from the first day of the month to the fifteenth day of the month and from the sixteenth day of the month to the last day of the month. It shall be the responsibility of the Nation to mail or deliver such reports and copies of all documents of all transactions to the OTC within a time period to be established by the State.
- e) The Cherokee Nation agrees not to sell tags pursuant to this Compact at any location outside the Compact Jurisdictional Area.

Section 6: Payments to Oklahoma Public Schools, Sequoyah High School, Certain Highway Projects, Counties and Municipalities.

The Nation has adopted the CN Motor Vehicle Code, as amended, providing for annual

payments by the Nation of a portion of Tribal Motor Vehicle Licensing revenues to Oklahoma public schools, counties, municipalities, and highway construction or maintenance projects located within the Jurisdictional Area of the Cherokee Nation, as well as to Sequoyah Schools, Cherokee Nation Immersion Program, Cherokee Nation Headstart and the Cherokee Nation Marshal Service in accordance with the CN Motor Vehicle Code, as in effect on the date on which this Compact is effective, and the annual appropriations thereunder. Provided, as a condition of this Compact, the Nation agrees to appropriate and distribute each year during which this Compact remains in effect:

- a) an amount equal to 38% of all fees and taxes collected annually by the Cherokee Nation Tax Commission under the CN Motor Vehicle Code to said public schools and Sequoyah Schools in accordance with the allocation formula set forth in Section 105C(2) of said Code;
- b) an amount equal to 20% of all such fees and taxes collected for expenditure on the construction or maintenance of federal highways, section line roads and other roads within the Jurisdictional Area of the Cherokee Nation; and
- c) an amount equal to 5% of the amount of such fees and taxes remaining after payment of the Nation's costs incurred in administering the CN Motor Vehicle Code to counties and municipalities with the Jurisdictional Area of the Cherokee Nation and/or to the Cherokee Nation Marshal Service, as provided in Section 105C(4) of said Code.

The Nation further agrees that it will continue making said annual payment to said schools, counties, municipalities, the Cherokee Nation Marshal Service and highway construction or maintenance projects in accordance with the provisions of the CN Motor Vehicle Code, as modified by agreement herein, so long as this the Compact remains in effect.

Section 7: Sovereign Powers and Jurisdiction Unaffected; No Partnership or Agency Created.

- a) Nothing in this Compact is intended or shall be construed to enlarge, diminish or otherwise affect the sovereign powers or jurisdiction of either party over any persons or territory.
- b) Nothing in this Compact shall prohibit the State from requiring motor vehicle registration and the payment of fees and taxes by any resident of this State who is not a citizen of the Cherokee Nation.
- c) No provision in this Compact shall be construed as an admission, concession or acknowledgement by the State that (1) the Nation has civil or criminal jurisdiction over territory that is not "Indian country" or (2) any particular lands and/or territory constitute Indian country, either as a formal or informal reservation or otherwise.
- d) Nor shall any provision herein be construed as an admission, concession or acknowledgement by the Nation that (1) it does not have such jurisdiction over territory that is not Indian country or (2) any particular lands and/or territory do not constitute Indian country either as formal or informal reservation or otherwise.
- e) Further, this Compact is not intended, and shall not be construed, to create a partnership, joint venture or agency relationship between the Nation and the State.

Section 8: Term and Modification.

- a) This Compact shall remain in effect for a period of 10 years, commencing on the effective date described in Section 9 hereof, and shall automatically renew for a like period unless prior to the end of the initial term either of the parties gives written notice to the other that the Compact shall not be renewed.
- b) 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. Any and all disputes arising, whether directly or indirectly, out of the interpretation, performance or enforcement of this Compact, which are not resolved by good faith negotiations with thirty (30) days, shall be determined by the US District Court for the Northern District of Oklahoma, which shall have the sole and exclusive jurisdiction of any and all such disputes. The parties hereto mutually waive any claim of sovereign immunity they might have, including but not limited to, exhaustion of tribal remedies or 11th Amendment immunity, to the extent, and only to the extent, necessary for a determination of rights and liabilities, if any, by the US District Court for the Northern District of Oklahoma and the enforcement of that determination upon its becoming a final, non-appealable judgment. This waiver shall not be construed to allow any consequential, punitive, or exemplary damages against either party; neither does this waiver include the allowance of any attorney's fees or costs not specifically articulated elsewhere within this Compact. The parties agree that nothing herein is intended to create a direct right of action against the or the Nation by any person or entity not a party hereto through court action, arbitration or otherwise for any matter related to this Compact, its interpretation or performance or nonperformance of the parties hereto, except as otherwise set forth herein, and the limited waiver of sovereign immunity set forth herein shall not extend to any person or entity or party other than the State and the Nation.
- c) Notwithstanding Section 8(b) above, either party may unilaterally terminate this Compact without cause by giving the other party one hundred and eighty (180) days' written notice in accordance with Section 10 hereof. Both parties agree that should either invoke unilateral termination that the terminating party will meet at least twice within the first sixty days of providing notice if the non-terminating party so requests.
- d) Nothing in this Compact shall prevent the parties by mutual agreement from establishing an earlier or later termination date or otherwise modifying this agreement. However, this Compact may not be amended or modified except by written agreement, approved and executed by the parties hereto.

Section 9: Effective Date.

This Compact shall go into effect when it has been executed and/or approved by all of the

following: the Governor of the State of Oklahoma, the Principal Chief of the Cherokee Nation, and the Tribal Council of the Cherokee Nation.

Section 10: Notices.

All notices authorized or required under this Compact shall be in writing and sent by way of certified U. S. mail to the following officials or their successors in office:

To the State of Oklahoma: Governor Mary Fallin
212 State Capitol Building
2300 North Lincoln Blvd.
Oklahoma City, OK 73105

To the Cherokee Nation: Bill John Baker, Principal Chief Cherokee Nation
P.O. Box 948
Tahlequah, OK 74465

IN WITNESS WHEREOF, the parties have executed this Motor Vehicle Licensing Compact effective September 1, 2013.

STATE OF OKLAHOMA

MARY FALLIN, GOVERNOR

DATE

Attest:

Secretary of State

CHEROKEE NATION

BILL JOHN BAKER, PRINCIPAL CHIEF

DATE

EXHIBIT "A"

**TRIBAL-STATE MOTOR VEHICLE LICENSING COMPACT
BETWEEN THE CHEROKEE NATION
AND THE STATE OF OKLAHOMA**

This Tribal-State Motor Vehicle Licensing Compact (hereinafter, "Compact") is entered into by and between Cherokee Nation, a federally recognized Indian tribe (hereinafter, the "Nation"), and the State of Oklahoma (hereinafter, "State"), to be effective upon the date described hereinbelow.

Section 1: Recitals.

- a) The Nation is a federally recognized Indian tribe with its capital located in the City of Tahlequah, State of Oklahoma.
- b) On the 15th day of January, 2001, the Nation's Tribal Council enacted a new motor vehicle code, L.A. 01-01, a copy of which is attached hereto as Exhibit A, pursuant to which the Nation intends to exercise its authority to issue motor vehicle licenses to its citizens within the boundaries of its jurisdictional area to the extent authorized under applicable decisions of the United States Supreme Court. Said boundaries encompass a portion of the lands within the Indian Territory that were ceded by the United States to the Nation pursuant to the Indian Removal Act of 1830, 4 Stat. 411, the 1835 Treaty of New Echota, 7 Stat. 478, and a fee patent executed by the President of the United States pursuant to Article 3 of said treaty. These ceded lands included what is now all of present-day Sequoyah, Adair, Cherokee, Mayes, Delaware, Rogers, Washington, Nowata and Craig Counties, and portions of present-day McIntosh, Muskogee, Wagoner, Tulsa and Ottawa Counties, in northeastern Oklahoma.
- c) The Nation and the State have agreed that it would be in their respective best interests to enter into this Compact that would coordinate the Nation's motor vehicle licensing system with that of the State in the manner and to the extent set forth hereinbelow.

Section 2: Purpose and Scope. The purpose of this Compact is to set forth the agreement between the Nation and the State with respect to the Nation's licensing of Motor Vehicles and other Vehicles owned by the Nation's enrolled Citizens in accordance with the provisions of the Cherokee Nation's motor vehicle licensing code, LA 01-01, as in effect on the date this Compact is effective (hereinafter, the "CN Motor Vehicle Code"); coordinating the use of and/or access to motor vehicle titling and registration information with the State for law enforcement and other purposes; developing agreed-to procedures for communicating and transmitting such information; and allocating a portion of revenues collected by the Nation from the licensing of

vehicles for the benefit of schools and certain counties and municipalities within the Nation's jurisdictional area .

Section 3: Definitions. Wherever used in this Compact, the words and phrases set forth below shall have the following meanings:

- a) *Citizen* shall mean a person who is an enrolled member of the Cherokee Nation.
- b) *Jurisdictional Area of the Cherokee Nation* shall mean the area in the State of Oklahoma that lies within the boundaries of the Cherokee Nation as more particularly described in Exhibit B attached to this Compact.
- c) *Motor Vehicle* or *Vehicle* shall mean any vehicle (including trailers) required to be registered under the provisions of the Oklahoma Vehicle License and Registration Act, 47 O.S. §§1101 *et seq.*, or any other laws of the State of Oklahoma.
- d) *Tribal Motor Vehicle License* shall mean a license plate or tag issued by the Cherokee Nation for a particular Motor Vehicle or other Vehicle in accordance with provisions of the CN Motor Vehicle Code and of section 3 of this Compact.
- e) *Nation* shall mean Cherokee Nation.
- f) *State* shall mean the State of Oklahoma.

Section 4: Tribal Motor Vehicle License. The parties stipulate and agree that the Nation, as a federally recognized Indian tribe, has the sovereign authority to issue motor vehicle licenses in accordance with the United States Supreme Court's decision in *Sac & Fox Nation vs. Oklahoma Tax Commission*, 508 U.S. 114 (1993). However, certain issues remain unresolved after the Court's decision in *Sac & Fox Nation*. To avoid the uncertainties and costs associated with litigation, and to promote a cooperative relationship between the Nation and the State of Oklahoma, the Nation and the State agree as follows:

- a) The Nation agrees that it will issue Tribal Motor Vehicle Licenses only to persons who are Citizens residing within the Jurisdictional Area of the Cherokee Nation and in accordance with the provisions of the CN Motor Vehicle Code. The Nation agrees that it will not issue Motor Vehicle Licenses to persons who reside outside the Jurisdictional Area of the Cherokee Nation or to any person living within the Jurisdictional Area of the Cherokee Nation who is not an enrolled citizen of the Cherokee Nation. The State agrees to recognize the validity of tribal motor vehicle tags issued to persons residing within the Jurisdictional Area of the Cherokee Nation provided that said tags are issued to a Citizen in

accordance with the provisions of the CN Motor Vehicle Code and this Compact.

- b) Notwithstanding any other provision of this Compact, the Nation and State agree that enforcement and administration of the CN Motor Vehicle Code shall be the sole and exclusive responsibility of the Nation. This Compact shall not be construed, and is not intended, to enlarge, diminish or otherwise affect the civil or criminal law enforcement jurisdiction or obligations of either party.

Section 5: Tribal Motor Vehicle Information; Use of Oklahoma Tag Agents.

- a) The Nation and the State agree that each has a significant interest in sharing information relating to the registration of Motor Vehicles and other Vehicles by the Nation and by the State so that (i) the Nation can verify registration information furnished by its Citizens when applying for tribal motor vehicle licenses for vehicles previously registered with the State of Oklahoma, and (ii) law enforcement officers and agencies of the State of Oklahoma, other states and other Indian tribes can promptly verify the ownership and the current registration status of automobile and other vehicles bearing Motor Vehicle or other Vehicle license tags issued by the Nation. Accordingly, the Nation and the State agree to cooperate in developing a system and protocol for sharing such registration information and, to the extent feasible, including the Nation's Motor Vehicle and other Vehicle registration information in the State's database or making other arrangements so that such information is readily accessible to law enforcement officers and agencies in and outside of Oklahoma.
- b) The parties acknowledge that, if technologically feasible, the Nation intends to work and consult with the Oklahoma Tax Commission (OTC) so that Motor Vehicle ownership and registration information may be transmitted to the OTC and included in its motor vehicle information database to the OTC so that state, local, federal and tribal law enforcement and other governmental agencies may have access to such information to the same extent, and in the same manner, that such agencies have access to such information with regard to motor vehicles registered with the OTC.
- c) The parties further agree that the Nation may negotiate appropriate agreements with Oklahoma Tag Agents to process the Nation's Motor Vehicle registration and licensing documents and transmit information relating to Motor Vehicles registered by the Nation to the OTC as stated in paragraph (b), above. The fees and charges for services performed by any such Agents on behalf of the Nation shall be as negotiated by the Nation and the Agents and neither the State nor any political subdivision of the

State, including the Oklahoma Tax Commission, will bear any responsibility for such fees and charges.

- d) Regardless of whether the Nation engages the services of Oklahoma Tag Agents in transmitting Motor Vehicle registration and ownership information to the State pursuant to this Compact, the parties acknowledge, stipulate and agree that the Nation shall have the sole and exclusive responsibility for issuing certificates of title and registration with documents for Motor Vehicles and Other Vehicles titled and registered by the Nation under the CN Motor Vehicle Code and this Compact. The accuracy and maintenance of all records relating to said Motor Vehicle titles and registration information shall be the sole and exclusive responsibility of the Nation.

Section 6: Payments to Oklahoma Public Schools, Sequoyah High School, Certain Highway Projects, Counties and Municipalities. The Nation has adopted the CN Motor Vehicle Code providing for annual payments by the Nation of a portion of Tribal Motor Vehicle Licensing revenues to Oklahoma public schools, counties, municipalities, and federally- and/or State-funded highway construction or maintenance projects located within the Jurisdictional Area of the Cherokee Nation, as well as to Sequoyah High School and the Cherokee Nation Marshal Service. Said payments shall be made by the Nation directly to the schools, agencies conducting such highway projects, counties, municipalities and Marshal Service in accordance with the CN Motor Vehicle Code, as in effect on the date on which this Compact is effective, and the annual appropriations thereunder. Provided, as a condition of this Compact, the Nation agrees to appropriate and distribute each year during which this Compact remains in effect: (1) an amount equal to 38% of all fees and taxes collected annually by the Cherokee Nation Tax Commission under the CN Motor Vehicle Code to said public schools and Sequoyah High School in accordance with the allocation formula set forth in Section 105C(2) of said Code; (2) an amount equal to 20% of all such fees and taxes so collected for expenditure on the construction or maintenance of the following highways within the Jurisdictional Area of the Cherokee Nation: federal highways, state highways or highways constructed or maintained with funds apportioned pursuant to 47 OS section 1104(A) that are part of the counties' collector system, all in accordance with section 105(C)(3) of said Code; and (3) an amount equal to 5% of the amount of such fees and taxes remaining after payment of the Nation's costs incurred in administering the CN Motor Vehicle Code to counties and municipalities within the Jurisdictional Area of the Cherokee Nation and/or to the Cherokee Nation Marshal Service, as provided in Section 105C(4) of said Code. The Nation further agrees that it will continue making said annual payments to said schools, counties, municipalities, Marshal Service and highway construction or maintenance projects so long as this Compact remains in effect.

Section 7: Sovereign Powers Unaffected; No Partnership or Agency Created. Nothing in this Compact is intended or shall be construed to enlarge, diminish or otherwise affect the sovereign powers or jurisdiction of either party over any persons or territory. Further, this Compact is not intended, and shall not be construed, to create a partnership, joint venture or agency relationship between the Nation and the State.

Section 8: Term. This Compact shall remain in effect for a period of 10 years, commencing on the effective date described in Section 9 hereof, and shall automatically renew for a like period unless prior to the end of the initial term either of the parties gives written notice to the other that the Compact shall not be renewed. Provided, however, the parties agree that either party may terminate this Compact without cause by giving the other party 90 days' written notice in accordance with Section 9 hereof, and provided further that either party may terminate the Compact for cause by giving the other party 20 days' written notice in accordance with said Section, which notice shall state the conduct, occurrence or condition giving rise to cause for termination. Provided, the parties agree that if either is terminating for cause, the party proposing to terminate the Compact should—but is not required to—give the other party opportunity and reasonable time to cure or otherwise correct the conditions described in the notice as grounds for termination.

Section 9: Effective Date. This Compact shall go into effect when it has been executed and/or approved by all of the following: the Governor of the State of Oklahoma, the Joint Committee of the Oklahoma Legislature on State-Tribal Relations, the Principal Chief of the Cherokee Nation, and the Tribal Council of the Cherokee Nation.

Section 10: Notices. All notices authorized or required under this Compact shall be in writing and sent by way of certified U.S. mail to the following officials or their successors in office:

To the State of Oklahoma:

Governor Frank Keating
212 State Capitol Building
2300 North Lincoln Blvd.
Oklahoma City, OK 73105

To the Cherokee Nation:

Chad Smith, Principal Chief
Cherokee Nation
P.O. Box 948
Tahlequah, OK 74465

EXECUTED by the parties on the dates set forth below.

STATE OF OKLAHOMA

By: 
Frank Keating, Governor

Date: May 15, 2002

CHEROKEE NATION

By: 
Chad Smith, Principal Chief

Date: 5/11/2002

Approved:

Joint Committee on State-Tribal Relations

By: 
Chairman

Date: 9/30/02

Cherokee Nation Tribal Council

[Copy of Resolution No. __ attached as Exhibit C]

EXHIBIT "B"

Cherokee Nation Motor Vehicle Code – **Legislative Act 01-01** and all amendments listed below:

LA-27-01

LA-34-01

LA-34-02

LA-19-03

LA-25-04

LA-29-04

LA-03-05

LA-07-06

LA-12-06

LA-17-06

LA-08-07

LA-05-08

LA-23-08

LA-24-08

LA-04-09

LA-02-10

LA-07-10

LA-23-10

LA-33-10

LA-52-12

LA-09-13

EXHIBIT "C"



CHEROKEE NATION

Motor Vehicle Compact Jurisdiction of the Cherokee Nation

