

Committee: Rules Committee

Date: 09-14-10

Committee Date: 09-30-10

Author: A. Diane Hammons

Sponsor: Meredith Frailey

**RESOLUTION NO. 90-10**

**COUNCIL OF THE CHEROKEE NATION**

**A RESOLUTION AUTHORIZING A BOXING/MIXED MARTIAL ARTS COMPACT  
WITH THE STATE OF OKLAHOMA**

**WHEREAS**, the Cherokee Nation since time immemorial has exercised the sovereign rights of self-government in behalf of the Cherokee people;

**WHEREAS**, the Cherokee Nation is a federally recognized Indian Nation with a historic and continual government to government relationship with the United States of America;

**WHEREAS**, sporting events, such as boxing and mixed martial arts events, conducted by instrumentalities of the Nation as authorized by law are an important source of economic development for the Nation;

**WHEREAS**, proceeds to the Nation from these activities will provide continued economic growth for the Nation's businesses;

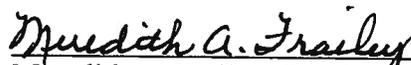
**WHEREAS**, it is important that these events be sanctioned and regulated by experienced regulators to provide for the safety of the competitors and the credibility of the events;

**WHEREAS**, the Nation will significantly benefit by operating under the terms of a State-Tribal Boxing/Mixed Martial Arts Compact so that experienced state licensing and regulatory officials can regulate these sporting events under the auspices of the Nation's authority and jurisdiction, as set forth under the provisions of this Compact;

**BE IT RESOLVED BY THE CHEROKEE NATION**, that the Principal Chief is hereby authorized to execute the State-Tribal Boxing/Mixed Martial Arts Compact on behalf of the Cherokee Nation, and to submit the compact as required by federal law for approval.

**CERTIFICATION**

The foregoing resolution was adopted by the Council of the Cherokee Nation at a duly called meeting on the 11<sup>th</sup> day of October 2010, having 17 members present, constituting a quorum, by the vote of 15 yea(s); 2 nay(s); 0 abstaining.

  
Meredith A. Frailey, Speaker  
Council of the Cherokee Nation

**ATTEST:**



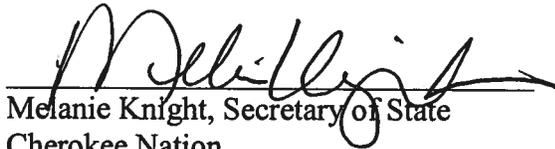
Don Garvin, Secretary  
Council of the Cherokee Nation

Approved and signed by the Principal Chief this 18th day of October 2010.



Chadwick Smith, Principal Chief  
Cherokee Nation

**ATTEST:**



Melanie Knight, Secretary of State  
Cherokee Nation

**PROFESSIONAL BOXING COMPACT**  
**BETWEEN THE STATE OF OKLAHOMA**  
**AND**  
**THE CHEROKEE NATION**

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**WHEREAS**, The Cherokee Nation, the compacting Indian Tribe (herein referred to as the "Nation") is a federally recognized Indian Tribe with sovereign powers of self-government.

**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**, the Nation and its membership are in possession of various tracts of land in its jurisdiction within the state as contemplated by 15 U.S.C. § 6312, known and commonly referred to as "Indian Country";

**WHEREAS**, federal Indian law recognizes that tribal jurisdiction is extant in Indian Country regarding the rights of Indian Tribes to pass their own laws and be governed by them, including the right to regulate professional boxing in Indian Country under the Professional Boxing Safety Act, 15 U.S.C. §6301 et seq.;

**WHEREAS**, the State has an existing Oklahoma State Athletic Commission, formerly known as the Oklahoma Professional Boxing Commission, organized pursuant to the Oklahoma State Athletic Commission Act, 3A O.S. § 601 et seq.;

**WHEREAS**, the interests of both the Nation and the State will be better served by using the established Oklahoma State Athletic Commission (hereinafter referred to as "Commission") rather than attempting to duplicate, at considerable cost, a full-time tribal Commission; and

**WHEREAS**, the State recognizes the financial, cultural, educational and economic contributions of the Nation to the State and its citizens and the Nation in turn recognizes the need to develop and maintain good tribal/state relations in this period of cooperation.

**NOW, THEREFORE,** The Cherokee Nation (Nation) by and through its Principal Chief, Chadwick "Cornassel" Smith, and the State of Oklahoma by and through its Governor, Brad Henry, do hereby enter into this Compact for purposes of regulating "local professional boxing/Mixed Martial Arts (MMA) matches" within the Nation's Indian Country as contemplated by 15 U.S.C. § 6312, and 3A O.S. § 601 et seq., to-wit:

1. The Nation and the State hereby adopt and incorporate the definitions as set forth in 3A O.S. §601 et seq., unless otherwise specifically provided herein. For purposes of this Compact, a "local professional boxing/MMA match" is hereby defined as boxing/MMA matches for which the total purse for the event does not exceed \$750,000.00.

2. No promoter, matchmaker, boxer or other party shall be relieved of any licensing or safety standards or other responsibilities under the Professional Boxing Safety Act, 15 U.S.C. §6301 et seq., or the Oklahoma State Athletic Commission Act, 3A O.S. § 601 et seq., by virtue of the fact that a local professional boxing/MMA match is being conducted in Indian Country.

3. The State, acting through the Commission, agrees to apply and enforce the provisions of the Professional Boxing Safety Act, 15 U.S.C. §6301 et seq., the Oklahoma State Athletic Commission Act, 3A O.S. § 601 et seq., and the Rules of the Oklahoma State Athletic Commission, OAC 92:1-1-1, et seq., in regulating local professional boxing/MMA matches on tribal land for the term of this Compact. The State agrees to provide the same such services as it would ordinarily provide under law for the licensing, inspection, judging and oversight of any professional boxing event on State land.

4. The Nation agrees not to host, promote or regulate; or contract with any third party to host, promote or regulate; or authorize any member of the Nation to host, promote or regulate any local professional boxing/MMA match on any tribal land with any other state or tribal Commission during the duration of this Compact.

5. As compensation for the services provided by the Commission pursuant to this Compact, the promoter agrees to make payment to the State the sum of One Thousand Five Hundred Dollars (\$1,500.00) for every local professional boxing/MMA match held pursuant to this Compact. In the event the promoter breaches an obligation to the Nation to pay said compensation to the State, the Nation shall pay the compensation to the State.

6. The Nation shall hold the State harmless from any suit by individual tribal members, guests or participants attending a local professional boxing/MMA match which is subject to this Compact.

7. The State shall extend its employee benefits, including but not limited to worker's compensation, liability coverage, legal representation, and sovereign immunity protection, to the Commission in the same manner and to the same extent as if a local professional boxing/MMA match were being conducted solely within the State of Oklahoma. This paragraph shall apply to the Commission while acting within the scope of their office for the purposes set forth in this Compact. This paragraph shall not apply to the Nation, its members, agents or representatives while acting within said capacities.

8. Any dispute arising in the interpretation or performance of this Compact, which is not resolved by good faith negotiations within thirty (30) days, shall be subject to binding arbitration. Arbitration may be invoked by either party following the negotiation period should the dispute remain unresolved. Arbitration shall be the exclusive means of resolving such disputes subject only to review by the United States District Court having jurisdiction and venue. When arbitration is invoked, a panel of arbitrators consisting of three (3) members shall be appointed. One shall be appointed by the Nation and one by the State. A third shall be appointed by the other two members. The expenses of arbitration shall be borne equally by the parties. The arbitrators shall adopt their own procedural rules regarding the arbitration process in conformity with the rules of the American Arbitration Association. Notwithstanding anything to the contrary in the American Arbitration Association Rules, jurisdiction and venue shall be as set forth in this paragraph.

9. This Compact shall terminate one (1) year from the effective date defined below in Paragraph 11. At the end of said term, this compact shall continue in full force and effect for consecutive terms of one (1) year, unless either party hereto gives to the other written notice that the compact shall terminate at the end of the present term, provided that such notice is given at least thirty (30) days prior to said termination. Nothing in this Compact shall prevent the parties by mutual agreement from establishing an earlier termination date or otherwise modifying this agreement.

10. By entering into this compact, the Nation does not concede that the laws of the State of Oklahoma, including its tax laws, apply to the Nation or its members regarding activities and conduct on its Indian Country.

11. This compact shall be effective 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 of the Nation authorizing the Nation to enter into and execute this agreement.

It is agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**CHEROKEE NATION OF OKLAHOMA**

\_\_\_\_\_  
Chadwick "Cornassel" Smith, Principal Chief

**STATE OF OKLAHOMA**

\_\_\_\_\_  
Brad Henry, Governor

ATTEST: \_\_\_\_\_  
Secretary of State

**OKLAHOMA LEGISLATIVE APPROVAL**

Approved by a quorum of the Joint Committee on State-Tribal Relations on the \_\_\_\_\_  
day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Chairman

09-14-10P05:12 RCVD

<b><u>ADMINISTRATIVE CLEARANCE</u></b>	
<b>Dept/Program:</b>	
Signature/Initial	Date
<b>Group Leader:</b>	
Signature/Initial	Date
<b>Attorney General (if needed):</b>	
Signature/Initial	Date
<b>Government Resources:</b>	
<i>Hita Majji</i>	<i>9/14/10</i>
Signature/Initial	Date
<b>Administration Approval:</b>	
<i>[Signature]</i>	<i>9/14/10</i>
Signature/Initial	Date
<b><u>LEGISLATIVE CLEARANCE:</u></b>	
<b>Legal &amp; Legislative Coordinator:</b>	
<i>[Signature]</i>	<i>9/14/10</i>
Signature/Initial	Date
<b>Standing Committee &amp; Date:</b>	
<i>Rules</i>	<i>9/30/10</i>
<b>Chairperson:</b>	
<i>Fraily</i>	
Signature/Initial	Date
<b>Returned to Presenter:</b>	
	Date

## Cherokee Nation Act/Resolution Proposal Form

Act       Resolution

**TITLE:** A Resolution Authorizing a Boxing/Mixed Martial Arts Compact with the State of Oklahoma

**DEPARTMENT CONTACT:** Robert Huffman-CNB

**RESOLUTION PRESENTER:** David Stewart/Robert Huffman-CNB

**COUNCIL SPONSOR:** Meredith Frailey

**NARRATIVE:**

Cherokee Nation Entertainment desires to have sporting events at its various venues, including "The Joint," scheduled for opening in September, 2010. These events are very popular, will bring new customers into the venue, and should prove to be economically successful. It is important for boxing and mixed martial arts events that take place on Indian Country within the Cherokee Nation to be appropriately sanctioned and regulated, both for the credibility of the events and the safety of the athletes involved. After considering various options, the Nation believes that it is most advantageous to enter into an inter-governmental agreement with the State of Oklahoma to use its experienced regulators in this field, by authorizing them to regulate these events within our jurisdiction, according to the terms of the attached Compact.