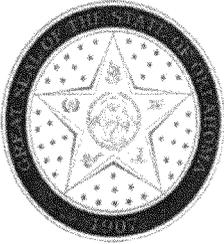


FILED

AUG 31 2016

OKLAHOMA SECRETARY
OF STATE



**HUNTING AND FISHING COMPACT BETWEEN
THE STATE OF OKLAHOMA AND
THE CHOCTAW NATION**

**ARTICLE I
PURPOSE AND INTENT OF PARTIES**

WHEREAS, the Choctaw Nation of Oklahoma, the compacting Indian Nation (hereinafter referred to as "Nation"), is a federally recognized Nation with inherent 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, both the State and the Nation recognize that pursuant to applicable law, each is a sovereign with dominion over its respective government. Entry into this contract is not intended nor shall it be construed to cause the sovereignty of either to be diminished or expanded;

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 Choctaw Nation does hereby constitute a sovereign state;

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WHEREAS, Section 1221(C)(1) of Title 74 of the Oklahoma Statutes vests the power and authority in the Governor of the State to enter into cooperative agreements with the Nation as a federally recognized Indian tribal government; and

WHEREAS, the Constitution of the Choctaw Nation of Oklahoma vests the power and authority in the Legislative and Executive branches of the Choctaw Nation of Oklahoma to enter into cooperative agreements with the State of Oklahoma;

ARTICLE II

HUNTING AND FISHING ON STATE AND TRIBAL LANDS

NOW, THEREFORE, the Choctaw Nation, by and through its Chief, Gary Batton, and the State of Oklahoma, by and through its Governor, Mary Fallin, do hereby enter into this Compact, for the mutual benefit of the Nation and the State, to-wit:

- 1) The Nation agrees to:
 - a. Adopt and maintain laws that are equal to or more restrictive than the federal laws and regulations relating to management of wildlife resources under federal authority, such as the Migratory Bird Treaty Act, the Endangered Species Act, as well as federal migratory bird seasons, which shall be applicable to all lands, waters, fish, wildlife, and persons subject to the jurisdiction of the Nation.¹
 - b. Enact tribal legislation that is equal to or more restrictive than the official requirements for hunting, fishing, trapping, and wildlife conservation as established by Title 29 of the Oklahoma Statutes and implement administrative rules, resolutions, and orders as necessary, equivalent to the Oklahoma Department of Wildlife Conservation's ("ODWC"), which shall be applicable to all lands, waters, fish, wildlife, and persons subject to the jurisdiction of the Nation, except as expressly provided for in Addendum A.
 - c. In the event that any of the official requirements as listed in Article II, Part 1(a) and 1(b), above, conflict with the traditions and customs of the Nation and are not specifically and wholly addressed by Addendum A, the Nation shall provide timely written notice to the ODWC, and the parties shall resolve the issue as provided for in Article III.
- 2) The Nation agrees that:
 - a. Within the first fifteen (15) business days of January of each calendar year, the Nation shall provide a lump sum payment of \$200,000.00 to the ODWC,

¹ For the purposes of this Compact, the "jurisdiction of the Nation" or the "Nation's jurisdiction" shall mean land that the Nation holds in fee simple title, as well as the Nation's tribal lands that are under the trusteeship of the United States, including those lands defined as "Indian country" per 18 U.S.C. § 1151.

which may be expended at the exclusive discretion of the ODWC for any lawful conservation purpose.

- b. On or before the last business day of each January of each calendar year this Compact is in effect, the Nation shall provide the ODWC an Administrative Costs Payment. The parties herein agree that the Administrative Costs Payment shall be \$75,000, each year; *provided*, however, that all funds submitted by the Nation pursuant to this provision shall be expended solely for administrative costs related to the production and/or issuance of Licenses.
 - c. Pay the State the minimum amount for each License purchased in accordance with Article II, Part 2(d), below, that is required for certification under the Wildlife and Sport Fish Restoration Program (hereinafter referred to as "WSFR"). Said amount is currently set at \$2.00 per combination license, pursuant to 50 CFR § 80.33.
 - d. Annually purchase a minimum of fifty thousand (50,000) Licenses for its Oklahoma resident² citizens who are sixteen (16) through sixty-four (64) years of age on or before June 30th of each calendar year.
 - (i) The Nation may purchase certain additional Licenses for its resident citizens who are at or above the age of sixty-five (65), or under the age of sixteen (16)³ at the same cost as any other License, as established in Article II, Part 2(c), above, but such purchases shall not be counted against the agreed annual purchase of fifty thousand (50,000) Licenses for individuals who are sixteen (16) through sixty-four (64) years of age. Payments for any additional Licenses shall be made within thirty (30) days of receipt of invoice to the ODWC on a monthly basis.
 - e. Any payment made by the Nation in accordance with Article II, Part 2 shall be in the form and manner as prescribed by the ODWC. The ODWC shall provide the Nation all information that is reasonably necessary to implement receipt and deposit of said payment, no later than fourteen (14) calendar days in advance of the payment's due date.
- 3) The Nation shall be responsible for providing the ODWC the following information for each prospective licensee in a format as prescribed by the ODWC: name; date of birth; Membership Card identification number; Social Security number; proof of residency and a valid mailing address; Oklahoma driver license number, if applicable; and any other information requested by the ODWC that is reasonably necessary to effectuate this Compact and meet federally-established WSFR Program certification requirements (hereinafter referred to as "Identifying Information").

² For the purposes of this Compact, "resident" shall be defined by 29 O.S. § 2-138.

³ See Article II, Part 5(b), below.

- a. Except as provided in Article II, Part 5(b), below, this Identifying Information shall be submitted to the ODWC at least sixty (60) days prior to the issuance of a License.
- 4) Licenses available for distribution pursuant to the terms of this Compact shall only be issued for those resident citizens of the Nation who: 1) are not otherwise exempted from licensure requirements pursuant to State law, including, but not limited to, 29 O.S. §§ 4-110, 4-112, 4-119, and 4-130⁴, *except* that otherwise eligible citizens under sixteen (16) years of age shall be entitled to receive one (1) turkey license and one (1) deer license as provided in Article II, Part 5(b), below; and 2) would not otherwise be precluded from receiving the License privileges enumerated in Article II, Part 5 according to applicable State and federal law.
 - 5) The State agrees that the ODWC shall:
 - a. Within sixty (60) business days of having received an eligible citizen's Identifying Information and payment, issue and transmit a License to a requesting citizen who is a resident of the State and who is sixteen (16) through sixty-four (64) years of age, that encompasses the following privileges:
 - i. An annual hunting/fishing annual combination license (29 O.S. § 4-113);
 - ii. A trapping license (29 O.S. § 4-119);
 - iii. A Bobcat-Raccoon-River Otter-Gray/Red Fox license (i.e., furbearer license) (Oklahoma Administrative Code ("OAC") 800:25-7-63);
 - iv. A state waterfowl license(29 O.S. § 4-130);
 - v. Up to four (4) turkey licenses (OAC 800:25-7-15, 800:25-7-17, and 800:25-7-19);
 - vi. Up to six (6) deer licenses, exclusive of bonus licenses (OAC 800:25-7-50, 800:25-7-51, 800:25-7-52, and 800:25-7-53); and
 - vii. A land access permit (29 O.S. § 4-136; OAC 800:25-7-75).
 - b. Within thirty (30) business days of having received an eligible citizen's Identifying Information and payment, issue and transmit a License to a requesting citizen who is a resident of the State and who is under sixteen (16) years of age, that encompasses the following privileges: one (1) turkey license and one (1) deer license.
 - c. A resident citizen shall not be issued a License with privileges that exceed the restrictions in or is otherwise non-compliant with Tribal, State, and federal law.

⁴ Citations to the Oklahoma Statutes and the Oklahoma Administrative Code reference the specific provisions that are effective at the time of execution of the Compact, or, if such provisions are thereafter modified by the Oklahoma Legislature or through the rulemaking process, the most recently enacted successors thereto.

- d. The ODWC shall mail Licenses directly to citizen licensees by United States mail, postage prepaid, at the mailing address included in the Identifying Information submitted to the ODWC.
- 6) All of the Licenses and their attendant privileges as listed in Article II, Part 5, above, shall expire on December 31 of the same calendar year as issued, unless an earlier expiration date has been established by statute, or has been explicitly notated on the face of the License; *provided*, however, that seasonal License privileges issued prior to December 31 shall be valid for use through the end of the applicable season, regardless of whether that season extends into the next calendar year.
- 7) A License holder may, at his or her election, purchase additional licenses, products, and tags of the ODWC for privileges not specifically referenced in Article II, Part 5, above, at the same cost and through the same process as would apply to any other citizen of Oklahoma who is not a citizen or member of a compacting Indian tribe.
- 8) No citizen may exceed the combined season limit for any animal as established in State law, including State statute, administrative code, and ODWC resolutions and orders. See Article II, Part 1(b).
- 9) In establishing the reduced fee for Licenses to be issued to the Nation's citizens, both parties recognize and agree that the reduced fee is based upon the parties' expectations that the Licenses issued under this Compact will qualify for license certification from the federal government and WSFR, which would entitle the State to receive matching funds from the federal government.
- 10) Both the Nation and the State agree to work collaboratively to:
- a. Create a process for the Nation's resident citizens to obtain Licenses;
 - b. Develop and implement projects that will protect, restore, perpetuate, conserve, and enhance the management of wildlife in the State and the Nation; and
 - 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 responsibilities for enforcing wildlife laws, and hold continuing discussions to discuss what additional measures may be needed to hold offenders accountable across multiple jurisdictions.
- 11) The Nation and ODWC further agree to enter into a separate cooperative agreement related to the maintenance and operation of Lake Nanih Waiya.

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, may be subject to the following exclusive remedies: (1) voluntary unilateral termination by either party, after having provided sixty (60) days' written notice in accordance with Article III, Part 6, below; or (2) legal proceedings in federal district court in the Western District of Oklahoma, but only for the limited purpose of seeking injunctive and/or declaratory relief for the enforcement of the provisions of this Compact. Each party hereto expressly agrees that it shall not assert, directly or indirectly, any immunity to any action filed in accordance with this Article III, Part 1 and agrees, furthermore, not to raise the Eleventh Amendment to the United States Constitution or comparable defense to the validity of such limited waiver.
- 2) This Compact shall terminate on December 31, 2019. 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) The Nation does not concede that the laws of the State of Oklahoma apply to the Nation or its members regarding activities and conduct that occur on any of the Nation's tribal lands under the trusteeship of the United States.
- 4) This Compact shall not alter tribal, federal, or state civil adjudicatory or criminal jurisdiction.
- 5) 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.
- 6) 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 her designee in writing to the Chief of the Choctaw Nation, at P.O. Box 1210, Durant, Oklahoma 74702-1210. Notification by the State and Nation shall also be filed with the Office of the Oklahoma Secretary of State.
- 7) This Compact shall become effective when fully executed by all parties. There shall be attached hereto: 1) the original, or a certified copy, of the properly prepared and approved resolution of the legislative body, or similar document of the Tribal Council of the Choctaw Nation of Oklahoma authorizing the Chief to enter into and execute this agreement on behalf of the Nation; and 2) 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. Performance shall commence upon this Compact becoming effective.

- 8) 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.
- 9) 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.
- 10) 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.

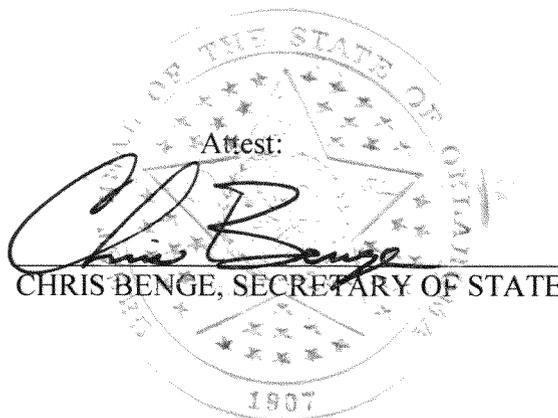
STATE OF OKLAHOMA

Mary Fallin

08/31/2016

MARY FALLIN, GOVERNOR

DATE



CHOCTAW NATION

Gary Patton

08/30/2016

GARY PATTON, CHIEF

DATE

Addendum A

Under this Compact, persons may partake in traditional Choctaw hunting/fishing/trapping practices only with the supervision and guidance of a trained Choctaw Guide and on lands under the jurisdiction of the Nation, as provided for in the Compact. These traditional methods are for teaching purposes, to ensure the rich culture and heritage of the Choctaw Nation will continue to exist. Methods may include, but are not limited to, hunting with an Atlatl, Rabbit Stick, blow gun, handmade bows with stone tipped river cane arrows, or spears. Fishing methods may include but are not limited to, line and hook, gigging, bow fishing with a handmade bow, depleting the water of oxygen with certain plants, traditional seine net, or hand fishing. Trapping methods may include, but are not limited to, Leg hold traps, snares, cage traps, pits, and dead fall traps. As mentioned in Article II(1)(c) above, in the event that state law conflicts with the traditions and customs of the Nation, the Nation may provide a written notice to the ODWC, and the parties shall resolve the issue as provided for in Article III of the compact.

Hunting

- Deer- the Cultural Immersion Hunt would holistically expose Choctaw people to the traditional knowledge that Indigenous Choctaw ancestors used to hunt deer. In the Spring, one to three participants would work with an instructor, learning the traditional Choctaw philosophy of game management, and making their own archery tackle (a Choctaw long bow with a sinew string, stone-tipped river cane arrows, and a quiver). This would take four to seven days of time. They would regularly practice with their equipment over the spring, summer, and early fall. This could be tied into Choctaw archery team practices at Tushkahoma. Immediately before hunting season, the participants would take a proficiency test, demonstrating their ability to consistently hit a target of a defined size at a defined range. Hunters that passed this test could go out onto tribally owned lands with an experienced Choctaw hunting guide. The hunt would take place by stalking, from a blind, or in a tree. Staff would be on site to assist in skinning and butchering the harvested animals with stone tools. As follow-up, participants would take a class to learn how to brain tan the hides from the animal that they harvested.
- Rabbit- This hunt would expose people to the method of hunting with what is known as a "Rabbit Stick." The stick is carved down to create a certain shape that is weighted more on one end. The technique is to throw the stick at a rabbit, wounding it, and allowing the thrower to grab the rabbit.
- Blow gun- blow guns are only used for small game such as birds, squirrel, etc.
- Atlatl- the atlatl is one of the oldest known weapons for hunting. Atlatls can be thrown at very high rates of speed, allowing them to be a deadly weapon. Atlatls were used to hunt larger game. In prehistoric time, it was the weapon of choice for taking down animals such as the mammoth. Atlatls can be used today to take down hogs.
- Spear- the spear is also one of the oldest methods of hunting. Spears are very effective and too can be used to take down hogs.

Fishing

- Gigging- Gigging is a very old method of fishing. Gigging is very effective in the fact that it allows the fisherman to see the fish that they are going after, and the fisherman can

strike the fish with the gig. This is still a popular method of fishing around the state of Oklahoma and in various Indian communities around the country.

- Oxygen depletion- this method is not the ideal method for fishing, however it was used when it was needed. Fisherman can toss certain plants into a small pool of water to deplete the water of oxygen. This eventually starts to suffocate the fish and they will float to the top of the water. The fisherman is then able to gather them with their hands.