

PROFESSIONAL COMBATIVE SPORTS AGREEMENT

FILED

**BETWEEN THE STATE OF OKLAHOMA
AND**

AUG 24 2018

THE SAC AND FOX NATION OF OKLAHOMA

**OKLAHOMA SECRETARY
OF STATE**

WHEREAS, The Sac and Fox Nation (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 18 U.S.C. § 1151, 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;

WHEREAS, the Oklahoma State Athletic Commission ("Commission"), pursuant to 3A O.S. § 601 et seq. is interested in entering into this Professional Combative Sports Agreement with the Nation;

WHEREAS, the interests of both the Nation and the State will be better served by using the established 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 Sac and Fox Nation of Oklahoma by and through its Principal Chief, Kay Rhoads, and the State of Oklahoma by and through its Governor, Mary Fallin, do hereby enter into this Agreement for

purposes of regulating “local combative sports 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 Agreement, a “local combative sports match” is hereby defined as combative sport matches for which the total purse for the event does not exceed \$750,000.00.

2. No promoter, matchmaker, fighter 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 combative sports match is being conducted in Indian Country.

3. The State, through the Commission, agrees to apply and enforce the provisions of the Oklahoma State Athletic Commission Act, 3A O.S. § 601 et seq., the Rules of the Oklahoma State Athletic Commission, OAC 92:1-1-1, et seq., and, where applicable, the Professional Boxing Safety Act, 15 U.S.C. §6301 et seq., in regulating local combative sports matches on tribal land for the term of this Agreement, and where applicable, the Professional Boxing Safety Act, 15 U.S.C. § 6301. 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 Combative Sports event on State land.

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

5. As compensation for the services provided by the Commission pursuant to this Agreement, the promoter agrees to make payment to the State the sum of One Thousand Five Hundred Dollars (\$1500.00) for every local combative sports match held pursuant to this Agreement. In the event the

promoter fails to pay the State on behalf of the Nation, the Nation shall pay the compensation to the State.

6. The Nation shall hold the State harmless from any and all claims, and suit by individual tribal members, guests or participants attending a local combative sports match which is subject to this Agreement.

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 combative sports 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 Agreement. This paragraph shall not apply to the Nation, its members, agents, or representatives while acting within said capacities.

8. This Agreement shall terminate one (1) year from the effective date defined below in Paragraph 10. At the end of said term, this Agreement 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 Agreement shall terminate at the end of the present term, provided that such notice is given at least thirty (30) days prior to the termination. Nothing in this Agreement shall prevent the parties by a written mutual agreement from establishing an earlier termination date or otherwise modifying this agreement.

9. By entering into this Agreement, the Nation does not concede that the laws of the State of Oklahoma, including its tax laws, apply to activities and conduct in its Indian Country, nor does the Nation agree to be subject to State laws other than those adopted in this Agreement.

10. This Agreement 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:

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

STATE OF OKLAHOMA

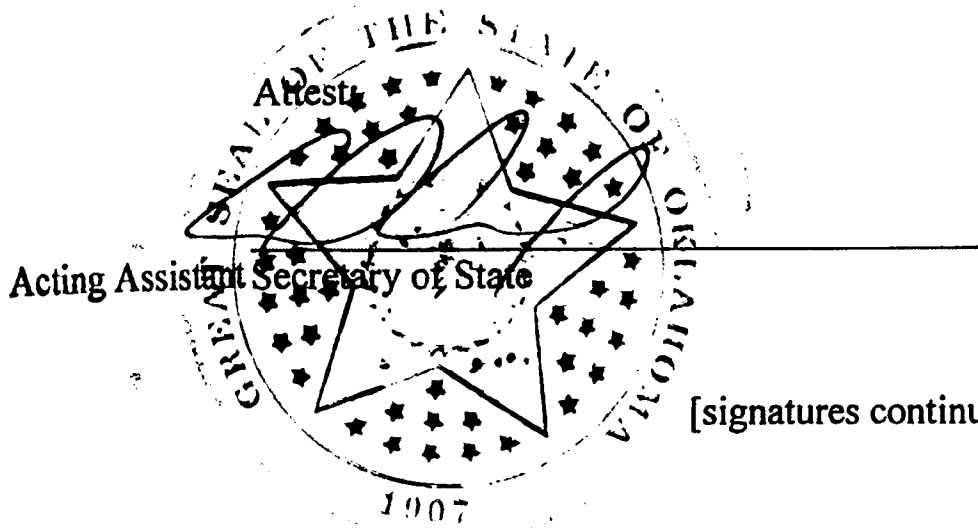
MARY FALLIN,

GOVERNOR

Mary Fallin

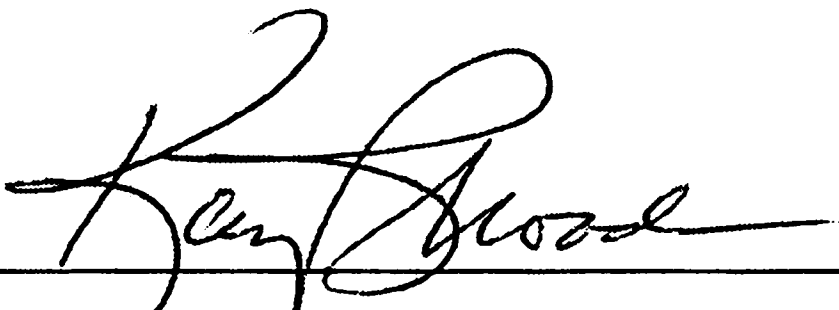
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DATE



[signatures continue on next page]

SAC AND FOX NATION

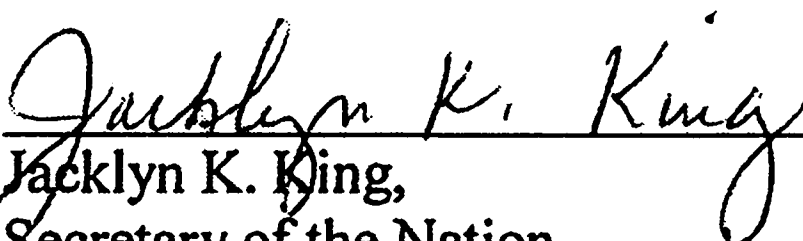


KAY RHOADS, PRINCIPAL CHIEF

8-16-18

DATE

Attest:



Jacklyn K. King,
Secretary of the Nation





SAC AND FOX NATION

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FILED

AUG 24 2018

OKLAHOMA SECRETARY
OF STATE

RESOLUTION SF-18-163A

SAC AND FOX NATION
REGULAR BUSINESS COMMITTEE MEETING
SAC AND FOX RESERVATION
STROUD, OKLAHOMA

JUNE 14, 2018

FILED
DATE 08-14-2018

SECRETARY
SAC & FOX NATION

A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THE SAC AND FOX NATION AND THE STATE OF OKLAHOMA.

WHEREAS, the Business Committee of the Sac and Fox Nation met in a Regular meeting on the 13th day of July, 2018; there being a quorum present; and

WHEREAS, the Business Committee is authorized to transact business and act on behalf of Nation pursuant to the Constitution and Laws of the Sac and Fox Nation, and

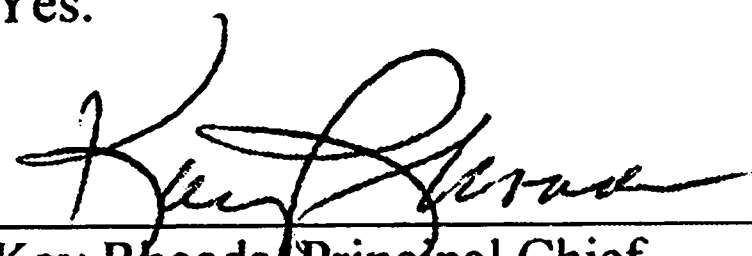
WHEREAS, the Sac and Fox Nation, the compacting Indian Tribe, is a federally-recognized tribe with sovereign powers of self-government, and

WHEREAS, it is in the best interest of the Sac and Fox Nation to approve the attached Professional Combative Sports Agreement for purposes of regulating "local combative sports matches" within the Nation's Indian Country as contemplated by 18 U.S.C. § 1151, and 3A O.S. § 601 et seq.

NOW, THEREFORE BE IT RESOLVED THAT Kay Rhoads in her official capacity as the Principal Chief or her designee is authorized to execute all documents relative to this agreement.

CERTIFICATION

WE, Kay Rhoads, Principal Chief and Jacklyn K. King, Secretary of the Sac and Fox Nation, do hereby certify Resolution SF-18-163A to be a true and exact resolution as approved by the Business Committee in Regular meeting at the Sac and Fox Reservation, Stroud, Oklahoma on the 13th day of July, 2018 by the vote of: Kay Rhoads-Yes, Audrey R. Lee-Absent, Jacklyn K. King -Yes, Jared A King-Absent, and Robert E. Williamson-Yes.


Kay Rhoads, Principal Chief
Sac and Fox Nation


Jacklyn K. King, Secretary
Sac and Fox Nation



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