



J. Kevin Stitt
Office of the Governor
State of Oklahoma

January 5, 2022

The Honorable Principal Chief Chuck Hoskin, Jr.
Cherokee Nation
17675 S Muskogee Avenue
Tahlequah, OK 74464

Chief Hoskin:

As you are aware, the Cherokee Nation did not fulfill its obligation to purchase the minimum number of compact licenses, during any compact year. Article II, paragraph (1)(f) of the expired Hunting and Fishing Compact between the State of Oklahoma and the Cherokee Nation provides:

1) The Nation agrees to:

f. Annually purchase and issue a minimum of 150,000 compact licenses for its Oklahoma resident citizens between the ages of 16 and 65 years old. The Nation may purchase additional compact licenses for its citizens above the age of 65 at the same cost as any other compact license, as set forth in subparagraph (b) above, but such sales will not be counted against the agreed annual purchase of 150,000 compact licenses for individual between the ages of 16 and 65[.]

Throughout the course of the compact period, the Nation fell approximately 284,708 licenses short of the guaranteed minimum. As a direct result of the Nation's breach of the compact terms, the State of Oklahoma has incurred damages in the approximate amount of \$12,394,380.90 (\$506,416.00 for licenses and \$11,887,964.90 in lost federal funding due to the Nation's failure to meet its obligations). A more specific breakdown is available upon request.

By this letter, I am commencing the thirty-day good faith negotiation process referenced in Article III, paragraph 1 of the compact, which also provides that the remedy for compact disputes, absent negotiated resolution, is voluntary termination of the compact, mediation, or suit in federal court. Given that the compact expired on its own terms, only the latter two options would be available.

The hope is that, by negotiating in good faith and ultimately remitting payments owed to all Oklahomans, the Cherokee Nation follows through on your publicly expressed commitments to collaborate and cooperate with the state of Oklahoma and to support “everyone throughout the state.” I welcome an in-person meeting to further discuss resolution of this significant issue. In any event, I will await your reply.

Sincerely,

A handwritten signature in black ink, consisting of the initials 'K Stitt' written in a cursive, stylized font.

J. Kevin Stitt
Governor