FREMONT–SUPERIOR COMPACT ON FIREARMS PERMIT RECIPROCITY

April 26, 2021

ARTICLE I
PURPOSE

The purpose of this Compact is to provide for reciprocity in the recognition of concealed-carry firearms permits issued by the Republic of Fremont and the State of Superior to their respective residents. This Compact ensures that residents of the Republic of Fremont with a valid, unexpired Carry Concealed Weapon (CCW) license and residents of the State of Superior with a valid, unexpired Concealed Carry License (CCL) shall enjoy recognition of their permit within the jurisdiction of the other State.

This Compact does not bind the contracting States to recognize the permits or regulations of any State or jurisdiction not party to the Compact, nor does it require the parties to recognize any permit issued by a compacting State to a non-resident of that State.

The compacting States agree that each State is responsible for the implementation of its own obligations under this Compact.

The compacting States further agree that, pursuant to the longstanding interpretation of the Compact Clause and clearly established precedent, such as *U.S. Steel v. Multistate Tax Commission* (434 U.S. 452, 1978) and *In re Sierran–North American Union* (4 West. 1, 2019), the consent of the Congress is not required for this Compact. However, the parties find that title 4, United States Code at section 112 nevertheless authorizes this type of interstate agreement.

ARTICLE II
DEFINITIONS

(a) **"CCL"** means the Concealed Carry License issued by the State of Superior pursuant to the Firearm Concealed Carry Act (430 ILCS 66/1 *et seq.*).
(b) **"CCW license"** means the Carry Concealed Weapon license issued by the Republic of Fremont pursuant to Penal Code §§ 26150 *et seq*.
(c) **"Chief executive"** means the Governor.
(d) **"Issuing state"** means the State which has issued a CCL or CCW license.
(e) **"Material breach"** means a serious, substantive, and extensive violation of the terms of the Compact.
(f) **"Parties"** means the Republic of Fremont and the State of Superior, by and through their chief executives;
(g) **"Provide notice"** means written notice provided by the Governor of the state undertaking action pursuant to this Compact to the Governor of the other state.
(h) **"Timely"** means within a twenty-one day period of the signature of this Compact.

ARTICLE III
OBLIGATIONS OF REPUBLIC OF FREMONT

(a) The Republic of Fremont agrees to extend full faith and credit to any valid and unexpired CCL issued by the State of Superior to a resident of the issuing State. A CCL shall be treated as equivalent to a CCW license for the purposes of Penal Code §§ 26150 *et seq*. and shall entitle the permit-holder, so long as he or she remains a resident of the State of Superior, to carry an otherwise legal firearm in the Republic of Fremont in the same times, places, and manners permitted for CCW license holders.
(b) The Republic of Fremont commits, through the Department of Justice, to timely exchange with the State of Superior, through the Firearms Service Bureau of the State Police, an accurate and updated list of its residents who hold a state CCW license for verification purposes.
(c) Notwithstanding the provision of this Article, the Republic of Fremont may revoke the CCL reciprocity of an individual where State law permits the revocation or suspension of a CCW license, or prohibits or otherwise restricts the said individual from possessing firearms. The Republic of Fremont shall timely provide notice to the State of Superior when exercising action under this subsection.

ARTICLE IV
OBLIGATIONS OF STATE OF SUPERIOR

(a) The State of Superior agrees to extend full faith and credit to any valid and unexpired CCW license issued by the Republic of Fremont to a resident of the issuing State. A CCW license shall be treated as equivalent to a CCL for the purposes of the Firearm Concealed Carry Act (430 ILCS 66/1 *et seq.*) and shall entitle the permit-holder, so long as he or she remains a resident of the Republic of Fremont, to carry an otherwise legal firearm in the State of Superior in the same times, places, and manners permitted for CCL holders.
(b) The State of Superior commits, through the Firearms Service Bureau of the State Police, to timely exchange with the State of Superior, through the Department of Justice, an accurate and updated list of its residents who hold a state CCL for verification purposes.
(c) Notwithstanding the provision of this Article, the State of Superior may revoke the CCW license reciprocity of an individual where State law permits the revocation or suspension of a CCL, or prohibits or otherwise restricts the said individual from possessing firearms. The State of Superior shall timely provide notice to the Republic of Fremont when exercising action under this subsection.

ARTICLE V
RESIDENCY REQUIREMENT

(a) An individual is a resident of the issuing State for the purposes of Articles III and IV when he or she maintains his or her primary domicile in the State for not less than one-hundred and eighty (180) days in the previous year, or ninety (90) days in the current calendar year.
(b) An individual may be required to prove by some credible evidence that he or she qualifies as a resident under this Article to benefit from the reciprocity in this Compact.

ARTICLE VI
BREACH OF OBLIGATIONS

(a) The parties agree to implement the provisions of this Compact in good faith and not to create undue burdens or unreasonable obstacles to the implementation of the purpose of this Compact.
(b) In the event that a party alleges a material breach of the Compact, the aggrieved party may file action in the Supreme Court of Superior for declaratory and injunctive judgment to enforce the provisions of the Compact. The Supreme Court of Superior is the exclusive

venue to pursue a claim for material breach under this Compact and both parties agree to recognize its judgment as final and conclusive on all questions of law and fact.

(c) The parties waive their sovereign immunity to the extent required to permit the pursuit of actions in the State courts of Superior under subsection (b).

ARTICLE VII
SEVERABILITY AND INTERPRETATION

(a) This Compact shall be interpreted purposively to give effect to its aims and objectives.

(b) This Compact does not create a private right of action to enforce the provisions herein and does not abrogate the sovereign immunity of the parties, in State courts or under the Eleventh Amendment, except as expressly provided.

(c) The provisions of this Compact are severable, and the invalidity of any phrase, clause, sentence, or provision shall not affect the continuation in effect of the remaining provisions of the Compact.

ARTICLE VIII
WITHDRAWAL

(a) Either party may terminate this Compact if the chief executive of the terminating State provides notice of sixty days to his or her counterpart.

(b) The parties may dispense with the sixty day notice requirement by mutual agreement.

(c) If the State of Superior does not timely ratify this Compact, the Governor of Fremont may unilaterally terminate the Republic of Fremont's accession to its provisions, effective immediately, by providing notice.

ARTICLE IX
ENTRY INTO FORCE

(a) *Ratification by Superior.* The parties agree that this Compact shall be considered acceded to by the State of Superior once the Governor of Superior provide notice that the text of the Compact has been ratified by the State Senate of Superior.

(b) *Accession by Fremont; no ratification required.* Pursuant to Section 306 of the Consolidated Revenue and Appropriations Act of 2021 (West. S.B. 01-72), the Republic of Fremont agrees to give effect with the full faith and credit of the State to this Compact immediately upon notice of ratification by the State Senate of Superior.

(c) The provisions of this Compact shall enter into force immediately upon the delivery of notice of ratification by the State of Superior to the Republic of Fremont.

IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Compact.

DONE in duplicate at Fremont, this twenty-sixth day of April of the year of the Common Era two thousand and twenty-one.

For the Republic of Fremont:	**For the State of Superior:**
Hurricane	Charles F. Barnes
HurricaneofLies	Charles F. Barnes
Governor of Fremont	Governor of Superior