

FILED

APR - 8 1992

OKLAHOMA SECRETARY
OF STATE

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

That this agreement entered into this 14 day of August, 1991, by and between Elmer Manatowa, Principal Chief, acting for and on behalf of the Sac and Fox Nation, and Michael R. Shields on behalf of the City of Stroud, State of Oklahoma.

WITNESSETH:

INTRODUCTORY PROVISIONS

1. That the Sac and Fox Nation, acting through its duly constituted authorities, and City of Stroud, acting through its duly constituted authorities, hereby enter into the following cooperative agreement for the purpose of providing better and more efficient law enforcement services for all persons and taxpayers within Stroud, Oklahoma and the tribal jurisdictional areas therein.

2. That the parties have determined that a cooperative effort to provide law enforcement services are in the best interests of the taxpayers and residents of their respective jurisdictions whether Indian or non-Indians, in that available resources can be shared and duplication of services can be avoided. Both parties agree that their cooperation under this agreement is intended to provide better law enforcement services to, and sound fiscal management of available resources for, their respective citizens and taxpayers.

PROVISIONS RELATING TO LAW ENFORCEMENT OFFICERS

3. That the City of Stroud agrees to issue Peace Officer of Police Commissions as may be determined appropriate by the City of Stroud to all Enforcement Division Tribal Police Officers, and the Sac and Fox Nation agrees that its qualified, commissioned law enforcement officers will receive such commissions. Such officers shall be referred to herein as "Cross-commissioned Officers." Further, the City of Stroud agrees that it will sponsor tribal law enforcement officers in need of additional training for qualification and commissioning by the City of Stroud, to attend a suitable recognized training program or school which will provide the training necessary for such officers to receive a commission from the City of Stroud, all without cost to the City of Stroud.

4. The Sac and Fox Nation agrees to issue Special Tribal Police Officer Commissions to all commissioned officers of the City of Stroud who are on regular active duty and who are otherwise qualified to receive said commissions by reason of their training and experience, and the City of Stroud agrees that qualified commissioned law enforcement officers will receive such

City-Tribal Law Enforcement Services Agreement

commissions. Such officers shall be referred to herein as "Cross-commissioned officers". Further, the Nation agrees that it will sponsor regular active duty officers of the City of Stroud in need of additional training for qualification and commissioning as Special Tribal Police Officers by the Sac and Fox Nation, to attend a suitable recognized training program or school which will provide the training necessary for such officers to receive a commission from the Sac and Fox Nation, all without cost to the Sac and Fox Nation.

5. In the event that either party does not wish to issue a commission to any particular officer employed by the other party, the parties agree to work together, at the highest level, to arrive at a mutually satisfactory resolution of the situation.

6. The parties mutually agree, that their respective enforcement officers will provide all aid and assistance possible to the law enforcement officers of the other party including reinforcement or "back-up" assistance and immediate response to crisis situations so that the nearest available office, whether City of Stroud or Nation, may respond as promptly as possible in situations where human life or property is apparently endangered irrespective of whether the possible crisis situation occurs within that party's primary service jurisdiction. Such assistance shall be freely requested and responded to in keeping with the intent of this agreement to better protect innocent lives and property to better provide law enforcement services for all persons, and to apprehend violations of the laws.

7. The parties mutually agree that, insofar as their respective jurisdiction areas within the City of Stroud are "checkered-boarded" and their officers must necessarily pass through the other's jurisdiction in the performance of their respective duties, that such aid and assistance as may be necessary will be rendered by cross commissioned if one jurisdiction may apprehend within the other party's jurisdiction any person he observes in violation of the law of the other party's jurisdiction or for whom an appropriate arrest warrant has been issued and hold such person for delivery to a regular officer of the other jurisdiction as soon as may be reasonably practical under the circumstances, provided however, that neither the City of Stroud officers or the Sac and Fox Tribal officers have the authority to make traffic arrests within the jurisdiction of the other.

8. The parties hereto mutually agree that when a cross-commissioned officer of one party provides aid or assistance to the other party the crosscommissioned officer will be under the general supervision of the ranking regular officer in charge of said other party while actively involved in providing such assistance and that the ranking officer of the party within whose territorial jurisdiction an incident has occurred shall have the responsibility to supervise and direct the crime scene investigation and other activities, due regard being had for the expertise of the various law enforcement officers which may be present or other wise involved.

9. The parties hereto mutually agree that they will cause their

City-Tribal Law Enforcement Services Agreement

officers to make and file reports and other documents with the appropriate officials of the other jurisdiction when such officer has knowledge of the facts to be reported and such reports are needed by the other jurisdiction for the purposes of law enforcement, record-keeping, or prosecution of criminal offenders. The parties further agree that they will freely allow and cause their officers to appear and give their testimony in the court of the other party for the prosecution of offenses upon request of the appropriate officer of that party.

PROVISIONS RELATING TO EQUIPMENT

10. Both parties recognize that each party has and may acquire certain specialized motor vehicles, tactical equipment, and other materials which the other party has not acquired, but which on occasion would prove useful to the other party in the furtherance of its law enforcement activities. As occasion arises, and when such specialized property is not expected to be needed by the party owning it, the parties agree to loan such property or its use to the other party along with an operator for such equipment if necessary, permission being first asked for and freely given.

11. Whenever such equipment is loaned to a party, that party agrees to use such equipment exclusively for law enforcement purposes, and the purpose for which the loan was requested and granted, and to return said property promptly to the other party or as soon as reasonably practical.

OTHER PROVISIONS

12. The parties mutually agree that the officers of the parties may attend internal or "in-house" law enforcement training programs conducted by either party with the consent of their commanding officer and the party conducting such training in order to familiarize themselves with internal procedures, specialized law enforcement equipment, laws, and other pertinent matters relating to law enforcement within the jurisdiction of the other party.

13. The parties mutually agree to provide notice to the other party, of changes in their operational policies, guidelines, and important changes in the law of their respective jurisdictions in order to facilitate communication and prevent unnecessary misunderstanding between law enforcement officers in the field. Further, the parties agree to notify each other of "in-house" training programs which are available for the officers of the other party to attend.

14. Each party recognizes that this agreement does not waive or vary the standard extradition procedures necessary for the transfer of custody of a person from one jurisdiction to another, and that the regular extradition procedures will prevail.

City-Tribal Law Enforcement Services Agreement

15. This agreement shall continue in full force and effect for a period of one year from the date hereof, and thereafter unless canceled by one of the parties with written notice to the other party. This agreement may be amended at any time in writing, and the parties agree to use their best efforts to negotiate any differences which may arise hereunder to the end that the public will be provided with best law enforcement services possible through the joint efforts of both parties.

IN WITNESS WHEREOF we have hereunto set our hands on the day and year first above written.

CITY OF STROUD OKLAHOMA
A MUNICIPAL CORPORATION

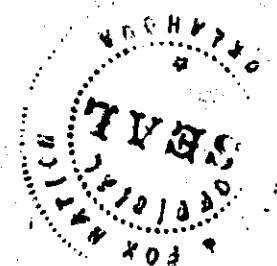
SAC AND FOX NATION

BY: Michael R. Shields
Michael R. Shields
Mayor

BY: Elmer Manatowa
Elmer Manatowa
Principal Chief

ATTEST: Ann Thompson
Ann Thompson
City Clerk

ATTEST: Mary F. McCormick
Mary F. McCormick
Secretary



CITY OF STROUD, OKLAHOMA
A MUNICIPAL CORPORATION



Michael R. Shields

STATE OF OKLAHOMA)
) SS.
COUNTY OF LINCOLN)

On this 14th day of August, 1991, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Michael R. Shields, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as the Mayor of Stroud, Oklahoma, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said City of Stroud, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Notary Public

My commission expires:

Aug 14, 1993
(Seal)

SAC AND FOX NATION:

Elmer Manatowa
ELMER MANATOWA, JR.

STATE OF OKLAHOMA)
) SS.
COUNTY OF LINCOLN)

On this 14th day of August, 1991, before me, the undersigned, a Notary Public in and for the County and state aforesaid, personally appeared Elmer Manatowa, Jr., to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as the Principal Chief of the Sac and Fox Nation and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Tribe, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Linda M. Slick
Notary Public

My Commission expires:

November 26th, 1992
(Seal)

ADDENDUM TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT
DATED AUGUST 14, 1991 BETWEEN THE SAC AND FOX NATION AND THE
CITY OF STROUD, STATE OF OKLAHOMA

APPROVED IN ACCORDANCE WITH THE PROVISIONS OF 74 O.S.,
SECTION 1221:

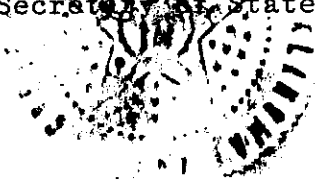
DATE: 3/18/92

BY: David Walters
David Walters, Governor
State of Oklahoma

ATTEST:

Janice Thompson

ASSISTANT Secretary of State

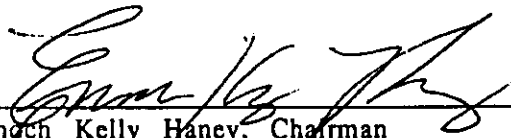


**ADDENDUM TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT
DATED AUGUST 14, 1991 BETWEEN THE SAC AND FOX NATION AND THE
CITY OF STROUD, STATE OF OKLAHOMA**

APPROVED IN ACCORDANCE WITH THE PROVISIONS OF 74 O.S.,
SECTION 1221:

DATE: 4-7-92

BY:


Enoch Kelly Haney, Chairman
Jt. Committee on State Tribal-Relations
and Agreements