

DEC 3 1998

INTERGOVERNMENTAL CO-OPERATIVE AGREEMENT IN WYANDOTTE COUNTY
OF STATE

That this agreement is entered into this 26 day of Dec., 1995, by and between the Wyandotte Tribe of Oklahoma, a sovereign Indian Nation, and The Ottawa County Sheriff's Department, Ottawa County, State of Oklahoma.

WITNESSETH:

INTRODUCTORY PROVISIONS

1. That the Wyandotte Tribe of Oklahoma ("Tribe"), acting through its Business Committee, and The Ottawa County Sheriff's Department, ("Department"), acting through the Sheriff and County Commission, 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 Ottawa County, and the Wyandotte Tribe of Oklahoma Indian country.

2. That the parties have determined that a cooperative effort to provide law enforcement services is in the best interests of the taxpayers and residents of their respective jurisdictions, whether Indian or non-Indian, because 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 Ottawa County Sheriff's Department agrees to issue Police or Reserve Commissions, as may be determined appropriate by the Ottawa County Sheriff, to all Tribal Police Officers, and the Tribe agrees that its qualified commission law enforcement officer will receive such commissions. Such officers shall be referred to herein as "Cross-Commissioned Officers."

4. The Tribe agrees to issue Special Tribal Police Officer Commissions to all commissioned officers of the Ottawa County Sheriff's Office who are on regular, active duty or reserve officer who are otherwise qualified to receive said commissions by reason of their training and experience, and the Ottawa County Sheriff's Office agrees that qualified commissioned law officers shall receive such commission. Such officers shall be referred herein as "Cross-Commissioned Officers."

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 that the Tribal Police Chief and the Ottawa County Sheriff will negotiate, to arrive at a mutually-satisfactory resolution of the situation.

6. Each party agrees that its 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 crises situations so that the nearest available office, whether Sheriff's office or Tribal office, may respond as promptly as possible in situations where human life or property is apparently endangered irrespective of 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 violators of the law.

7. The parties mutually agree that insofar as their respective jurisdictional areas within the Ottawa County Sheriff's Department are "Checker-Board" 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 officers of each law enforcement agency to officers of the other in the general performance of their respective duties. Further, a cross-commissioned officers of one jurisdiction may arrest and hold a person for delivery to a regular officer of the other jurisdiction which has a duly issued arrest warrant, as soon as may be reasonably practical under the circumstances.

8. Each party agrees that when a cross-commissioned officer of its party provides aid or assistance to the other party, the cross-commissioned 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 with due regard for the expertise of all law enforcement officers which may be present or otherwise involved.

9. Each party agrees that it will cause its 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 purpose 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 to which the office has knowledge.

10. 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 the internal procedures, specialized law enforcement equipment, laws, and other pertinent matters relating to law enforcement within the jurisdiction of each party.

11. Each party mutually agrees to provide the other party notice 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 of their "in-house" training programs which are available for all officers to attend.

12. Each party agrees to be responsible for any and all employer obligations to their own employees regardless of whether the employee is working directly for the employer or in a cross-depulization capacity. By way of example, not limitation, these obligations include salary, taxes, workers' compensation insurance, liability insurance, disability insurance, and retirement benefits. In no event shall a party be responsible for the other party's obligations as an employer to their employee.

13. It is mutually agreed the housing of prisoners will be provided by the Ottawa County Sheriff's Department for the sum of one dollar (\$1.00) per year. This includes all amenities appropriate to the course of confinement with the exception of medical expense. Medical expense will be paid by the Wyandotte Tribe.

14. This agreement shall continue in full force and effect for a period of one year from the date hereof and thereafter unless cancelled by one party with written notice to the other party. This agreement may be amended at any time in writing, and 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 the best law enforcement services possible through the joint efforts of both parties.

STATE OF OKLAHOMA)
) ss.
COUNTY OF OTTAWA)

Before me, the undersigned, a Notary public, in and for said County and State, on this 26th day of December, 1995, personally appeared before me Bud Oakley and _____, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that ~~they~~ ^{he} executed the same as ~~their~~ ^{his} free and voluntary act and deed for the uses and purposed therein set forth.

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

My Commission Expires:

1-11-97

Reba A. S. J.
NOTARY PUBLIC

STATE OF OKLAHOMA)
) ss.
COUNTY OF OTTAWA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of December, 1995, personally appeared before me Lenora Bearson, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

5-19-98

Kate Randall
NOTARY PUBLIC

STATE OF OKLAHOMA)
) ss.
COUNTY OF OTTAWA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 199 , personally appeared before me _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

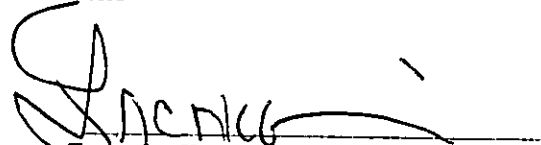
Given under my hand and seal the day and year last above written.

My Commission Expires:

NOTARY PUBLIC

Consistent with 74 O.S. 1991, § 1221, ¶ C, the undersigned, acting in the capacity of Governor of the State of Oklahoma or the named designee thereof, by his signature does hereby approve this intergovernmental cooperative agreement previously negotiated by the parties hereto.


OKLAHOMA


Frank Keating, Governor

CERTIFICATE OF APPROVAL BY
JOINT COMMITTEE ON STATE-TRIBAL RELATIONS

The undersigned Chairman of the Joint Committee on State-Tribal Relations does hereby certify with his signature that the above and foregoing agreement was approved by a majority vote of a quorum of the Joint Committee on the 7th day of July, 1998.

Joint Committee on State-Tribal Relations


Chairman


SECRETARY OF STATE

LEAFORD BEARSKIN
Chief

Phone (918) 678-2297
Phone (918) 678-2298
Fax (918) 678-2944



JAMES R. BLAND
2nd Chief
P.O. Box 250
Wyandotte, OK 74370

RESOLUTION NO. 960312-B

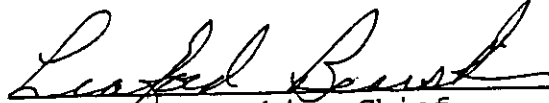
**RESOLUTION AUTHORIZING THE SIGNING
OF
CROSS-DEPUTIZATION AGREEMENTS**

- WHEREAS,** The Wyandotte Tribe of Oklahoma is a Federally recognized Indian Tribe eligible by the United States Government through the Secretary for the special programs and services provided by the Secretary to Indians because of their status as Indians, and
- WHEREAS,** the Wyandotte Tribe of Oklahoma has a desire to develop a Law Enforcement system, and
- WHEREAS,** the Wyandotte Tribe has negotiated cross-deputization agreements with Ottawa County, City of Fairland, Oklahoma and the City of Wyandotte, Oklahoma, and
- WHEREAS,** the Wyandotte Tribe chooses to improve the delivery of Law Enforcement services to the Wyandotte people, and
- WHEREAS,** the Wyandotte Tribe of Oklahoma designates the Chief and/or Executive Director, the authority to execute, negotiate, modify, amend and administer the Cross Deputization Agreement for the improvement of Law Enforcement services, and

BE IT THEREFORE RESOLVED that the Wyandotte Tribe hereby formally requests that through the action of the Business Committee, a Cross-Deputization Agreement be entered into with Ottawa County, City of Fairland, Oklahoma and City of Wyandotte, Oklahoma, until such time as the Business Committee rescinds this resolution.


CERTIFICATION

The foregoing resolution was duly adopted this date, March 16, 1994 in a meeting of the Wyandotte Tribe Business Committee, at which time a quorum was declared by a vote of 5 for; 0 against; and _____ abstaining.



Leaford Bearskin, Chief
Wyandotte Tribe of Oklahoma

ATTEST:



Vivian Fink, Secretary/Treasurer
Wyandotte Tribe of Oklahoma