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**OKLAHOMA SECRETARY
OF STATE**

**KAW NATION
AND
CITY OF BLACKWELL, OKLAHOMA**

AGREEMENT AND PROTOCOL FOR CROSS-DEPUTATION

This Agreement and Protocol is entered into by the Kaw Nation and the City of Blackwell, Oklahoma, pursuant to the authority of a Deputation Agreement dated April 28, 2005, and filed with the Oklahoma Secretary of State on January 23, 2006, and all amendments thereto and Title 74, Section 1221D of the Oklahoma Statutes, Chapter 35, State-Tribal Relations.

The purpose of this agreement is to provide better and more efficient law enforcement services for all citizens within the boundaries of both the Kaw Nation and Blackwell, Oklahoma by permitting and facilitating the cross-deputation of law enforcement officers between the two agencies.

The Kaw Nation and the City of Blackwell, Oklahoma, agree to the following:

1. Each agency may commission and cross-deputize law enforcement officers of the other agency provided that such officer must meet all the qualification requirements set forth in the above-referenced Deputation Agreement. Each agency shall submit to the other agency the names of officers to be cross-deputized, and each agency shall retain discretion to cross-deputize only those individual officers of the other agency as it deems appropriate.
2. Each agency agrees to provide assistance to the other agency as requested, subject to the availability of personnel.
3. The cross deputized officers of the City of Blackwell, Oklahoma, will perform law enforcement functions as to Indians within Kaw Nation only when requested to do so by the Kaw Nation and the cross deputized officers of the Kaw Nation will perform law enforcement functions in non-Indian Country only when requested to do so by the City of Blackwell, Oklahoma. However, nothing herein shall prohibit any officer cross-deputized under this Agreement from acting upon observed violations of the law, or under any emergency or exigent circumstance.
4. Nothing in this Agreement shall be construed to limit the jurisdiction conferred upon any officer or agent by virtue of cross-deputation, it being the intent of the parties for the granting agency to confer upon those cross-deputized the full law enforcement powers allowable under law.
5. The Standard Operating Procedures of the agency requesting assistance will govern the conduct of the assisting officers during the joint efforts; provided no officer shall be requested or required to engage in any conduct prohibited by the officer's own agency. Each party acknowledges receipt of the other party's Standard Operating Procedures upon the signing of this agreement. Further, if a conflict as to command and control arises, supervisory personnel of each

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agency within which the assistance is being provided shall retain command and control of the other agency's personnel. Neither agency will work traffic enforcement in the other jurisdiction, unless the perceived violation of law presents a danger to the safety of citizens.

6. No new legal entity is created by virtue of the Agreement. Each agency agrees to compensate its own officers and to provide workers' compensation insurance for its officers unless otherwise specifically agreed in writing, and to assume all liability and responsibility under law as is otherwise applicable.

7. Either agency may cancel any individual cross-deputation commission with or without cause by providing the other agency notice in writing. Further, either agency may withdraw from this Agreement and the Compact by providing the other agency written notice fifteen (15) days in advance of the effective date of such withdrawal.

ENTERED INTO AND AGREED THIS 19 DAY OF October, 2013

KAW NATION

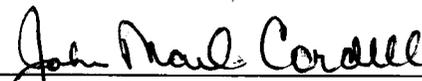
By 
Guy Munroe, Chair
Approved by Tribal Council Resolution
Resolution No. 13- 148

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OCT 21 2013

KAW NATION TRIBAL COUNCIL
ELAINE HUCH
TRIBAL COUNCIL SECRETARY

CITY OF BLACKWELL, OKLAHOMA

By 
Mark Cordell, Mayor
Approved by City Commission Resolution
Passed in open meeting the 7 day of October, 2013