



Mary Fallin
Governor

FILED

DEC 20 2013

OKLAHOMA SECRETARY
OF STATE

On December 20th, 2013, I hereby approve the Intergovernmental Co-Operative Agreement between the Wyandotte Nation and the Town of Wyandotte, Oklahoma.

BY THE GOVERNOR OF THE STATE OF OKLAHOMA

Mary Fallin

MARY FALLIN

ATTEST:



046653

**WYANDOTTE NATION AND THE TOWN OF WYANDOTTE, OKLAHOMA
INTERGOVERNMENTAL CO-OPERATIVE AGREEMENT**

That this agreement is entered into this 8th day of July, 2013, by and between the Wyandotte Nation, a sovereign Indian Nation, and The Town of Wyandotte, Ottawa County, State of Oklahoma.

WITNESSETH:

INTRODUCTORY PROVISIONS

1. That the Wyandotte Nation ("Nation"), acting through its Board of Directors, and the Town of Wyandotte ("Town"), acting through the Mayor and Board of Trustees, hereby enter into the following cooperative agreement, pursuant to the provisions of 74 O.S. § 1221.D., for the purpose of providing better and more efficient law enforcement services for all persons and taxpayers within the Town of Wyandotte and the Wyandotte Nation which make up the Wyandotte Community.
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 a better quality of life through shared law enforcement services and sound fiscal management of available resources for their respective citizens and taxpayers.

PROVISIONS RELATING TO LAW ENFORCEMENT

3. The Town agrees to convey lawful jurisdiction within the geographic boundaries of the Town of Wyandotte to all Wyandotte Nation police officers appointed and confirmed as municipal police officers and peace officers of the State of Oklahoma under this agreement and the Nation agrees that it will accept responsibility to support police and law enforcement services for the Town through financial and logistical service.
4. The Nation agrees to provide customary police and law enforcement services provided by mutually shared police officers of the Nation and the Town on a continual basis throughout the term of this Agreement. The services shall include, but not be limited to, response to calls for service, enforcement of State Law, enforcement of Town Ordinances and Codes, and other services described elsewhere in this Agreement.
5. The Town agrees to appoint and confer the authority of Chief of Police of the Town of Wyandotte upon the Chief of Police of the Nation whereby he/she may also serve as the Chief of Police of the Town of Wyandotte and may issue, consistent with the Town code, Police or Reserve Police Officer Commissions to the Police Officers serving the Nation, and the Nation agrees that its qualified commissioned law enforcement officers will receive such commissions. Such officers shall be thereafter commissioned officers of the Town of Wyandotte and Wyandotte Nation, hereinafter referred to as "Wyandotte Police Officers."

**WYANDOTTE NATION AND THE TOWN OF WYANDOTTE, OKLAHOMA
INTERGOVERNMENTAL CO-OPERATIVE AGREEMENT**

6. The Town agrees to approve and confirm police officers employed by the Nation as police officers of the Town unless just cause arises to question said approval and confirmation. In the event that the Town does not wish a commission to be issued to any particular officer employed by the Nation, the parties agree that the Police Chief and Mayor of the Town will negotiate, in an effort to arrive at a mutually-satisfactory solution.

7. The Nation agrees that Wyandotte Police Officers will provide all aid and assistance possible to the citizens of the Town and include the Town within their primary service area in keeping with the intent of this agreement to improve the quality of life, better protect innocent lives and property, better provide law enforcement services for all persons, and to apprehend violators of the law within the Wyandotte Community.

8. The Nation agrees that it will cause Wyandotte Police 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 Town for the purpose of record-keeping or prosecution of criminal offenders. The Nation agrees further that it will freely allow and cause Wyandotte Police Officers to appear and give their testimony in the court of the Town for the prosecution of offenses to which the officer has knowledge.

9. The Town agrees to transfer all police equipment under their ownership or control for the use of the Wyandotte Police Officers. The Nation agrees to maintain said equipment until deemed unserviceable, at which time said equipment owned by the Town will be returned to the Town for final disposition. In the event of termination of this Agreement by either party, all equipment transferred to the Nation Police Department under this Agreement shall be returned to the Town as soon as practicable.

10. 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.

11. The Nation agrees to be responsible for any vehicle and equipment expense, and all employer obligations to Wyandotte Police Officers. By way of example, not limitation, these obligations include salary, taxes, workers' compensation insurance, Liability insurance, disability insurance, and retirement benefits.

12. The Town and Nation mutually agree that police vehicle and uniform markings of Wyandotte Police Officers will continue to bear the name of the Wyandotte Nation but will be mutually accepted to represent the Town of Wyandotte Police Department.

13. The Town and Nation mutually agree that services related to Animal Control, including collection, boarding, and disposition of animals will remain the responsibility of the Town except that police officers may issue citations for violations of animal control ordinances.

14. By prior agreement between the Wyandotte Nation and the Ottawa County Sheriff, the housing of prisoners of the Nation will be provided by the Ottawa County Sheriff's Department. It is agreed that the Town, if required, will maintain a separate agreement for prisoner housing if

**WYANDOTTE NATION AND THE TOWN OF WYANDOTTE, OKLAHOMA
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said prisoner is being held based on charges in and for the Town and any cost of said agreement will be the responsibility of the Town.

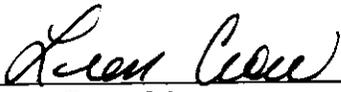
15. In consideration of this Agreement, the Town of Wyandotte hereby agrees to contribute the amount of \$ 1040.00 per month, to assist with the administrative expense of maintaining police and law enforcement services as provided in this Agreement and to negotiate in good faith in the event that either party requests changes to said Agreement.

16. This agreement shall continue in full force and effect for a period of one year from the date hereof and shall be automatically renewed for successive one year periods thereafter unless cancelled by one party with written 30 day notice to the other party.

17. 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.

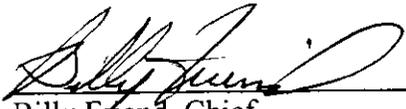
IN WITNESS WHEREOF we have hereunto set our hands on the day and year first above written.

TOWN OF WYANDOTTE, OKLAHOMA



Leon Crow, Mayor

WYANDOTTE NATION



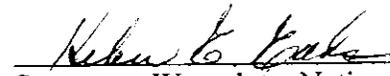
Billy Friend, Chief

ATTEST:

ATTEST:



Clerk, Town of Wyandotte



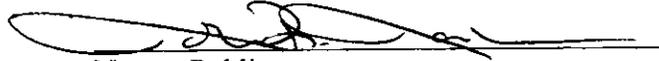
Secretary, Wyandotte Nation

STATE OF OKLAHOMA)
) ss:
COUNTY OF OTTAWA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July 2013, personally appeared Leon Crow, to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that he executed the same under his authority as the Mayor of the Town of Wyandotte for the uses and purposes therein set forth.

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



Notary Public

My commission Expires: 12/09/15

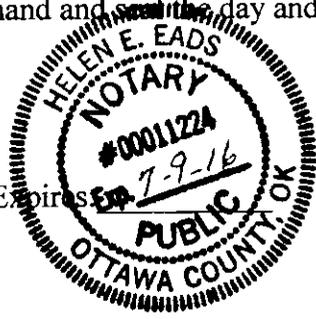


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INTERGOVERNMENTAL CO-OPERATIVE AGREEMENT

STATE OF OKLAHOMA)
)
COUNTY OF OTTAWA) ss:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of July 2013, personally appeared Billy Friend, to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that he executed the same under his authority as the Chief of the Wyandotte Nation for the uses and purposes therein set forth.

Given under my hand and seal this 8th day and year last above written.



Helen E. Eads
Notary Public

My commission Expires 7-9-16