



G.W.Y.J.D.B.  
**CHEROKEE NATION®**

**MARSHAL SERVICE**

P.O. BOX 948, TAHLEQUAH, OK 74465-0948  
PHONE: (918) 456-9224 FAX: (918) 458-6250



**FILED**

APR 9 2014

OKLAHOMA SECRETARY  
OF STATE

April 6, 2014

Secretary of State Office  
2300 N. Lincoln, Room 101  
Oklahoma City, OK 73105

Attention: Executive Legislative Division

Enclosed is a certified copy of the MOU between the Cherokee Nation and the City of Tulsa Police Department. Please review the attached documents to be filed as an additional addendum to the Law Enforcement Agreement between the Cherokee Nation, the United States and the State of Oklahoma. After filing, please send us a copy or email stating the location via internet to obtain a copy to [Suzanne-drywater@cherokee.org](mailto:Suzanne-drywater@cherokee.org)

If you have questions or comments please contact me at 918-207-4976.

Sincerely,

Suzanne Drywater  
Manager Administrative Operations  
Cherokee Nation Marshal Service  
Direct: 918-207-4976  
Cell: 918-316-0566

**RECEIVED**

APR 09 2014

OKLAHOMA SECRETARY  
OF STATE

046988

CITY OF TULSA, OKLAHOMA

ADDENDUM TO A LAW ENFORCEMENT AGREEMENT BETWEEN AND AMONG THE CHEROKEE NATION, THE UNITED STATES OF AMERICA, THE STATE OF OKLAHOMA AND ITS POLITICAL SUBDIVISIONS, THE VARIOUS BOARDS OF COUNTY COMMISSIONERS AND VARIOUS LAW ENFORCEMENT AGENCIES

**FILED**

APR 9 2014

OKLAHOMA SECRETARY OF STATE

WHEREAS, the above-captioned Law Enforcement Agreement between the Cherokee Nation, the United States and the State of Oklahoma was approved and filed with the Oklahoma Secretary of State on July 8, 1992; and

WHEREAS, said Law Enforcement Agreement provides that by working cooperatively together, a political subdivision of the State of Oklahoma and the Cherokee Nation will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services;

NOW THEREFORE, the City of Tulsa, Oklahoma, a municipal corporation and a political subdivision of the State of Oklahoma, desires to become a party to said Law Enforcement Agreement and agrees to be bound by the terms and provisions therein.

Approved as written below.

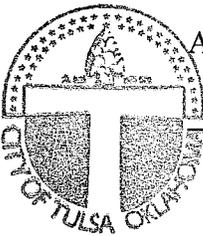
*Kenn Miller*  
City Council

2/13/14  
Date

*Alvin F. Balliet Jr.*  
Mayor

FEB 17 2014  
Date

The City Clerk of the City of Tulsa, OK, a Municipal Corporation, hereby certifies that the foregoing is a true and correct copy of attachment herewith set out as appears of record in the City Clerk's Office, 175 E 2nd Street, Suite 260, Tulsa, OK, this 17 day of FEBRUARY 2014 by *Anthony Stays* Deputy City Clerk

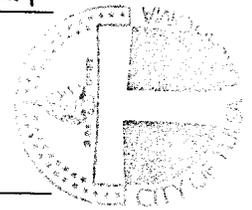


ATTEST:  
*Aussel Kell*  
City Clerk  
*Deputy*

APPROVED:  
*Sharon Benedict* 2/17/2014  
Asst. City Attorney

*[Signature]*  
Chief of Police

02/07/14  
Date



**RECEIVED**

APR 09 2014

OKLAHOMA SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE



CERTIFICATE OF TRANSCRIPT

*I, the undersigned Secretary of State of the State of Oklahoma, do hereby certify that the annexed transcript has been compared with the record on file in my office of which it purports to be a copy, and that the same is a full, true and correct copy of:*

Law Enforcement Agreement between and among  
The Cherokee Nation, The United States of America,  
The State of Oklahoma and its political subdivisions,  
the various Boards of County Commissioners,  
and Various Law Enforcement Agencies

Approved: July 8, 1992  
Filed: July 8, 1992



*In testimony whereof, I have hereunto set my hand and affixed the Great Seal of the State of Oklahoma at the City of Oklahoma City this 8th day of July, 19 92*

By: *John Kennedy*  
Secretary of State  
*Elly Ann Fiedler*

**FILE**

JUL - 8 1992

**A LAW ENFORCEMENT AGREEMENT BETWEEN AND AMONG  
THE CHEROKEE NATION, THE UNITED STATES OF AMERICA,  
THE STATE OF OKLAHOMA AND ITS POLITICAL SUBDIVISIONS,  
THE VARIOUS BOARDS OF COUNTY COMMISSIONERS,  
AND VARIOUS LAW ENFORCEMENT AGENCIES<sup>1</sup>**

**WHEREAS**, the Congress of the United States has provided authority for the United States Secretary of Interior, to enter into agreements between the United States and Indian tribes and nations, states and their political subdivisions in accordance with the Indian Law Enforcement Reform Act of August 18, 1990, Public Law 191-379, 25 U.S.C.A., Section 2804 et seq., 104 U.S. Stat. 473;

**WHEREAS**, the Legislature of the State of Oklahoma has provided authority for the State, its political subdivisions to enter into agreements between the State, its political subdivisions, the federal government, and Indian tribes and nations in accordance with the Oklahoma Inter-local Cooperation Act, Oklahoma Statutes Title 74, sections 1001 et seq. and the State-Tribal Relations Act, Oklahoma Statutes title 74 sections 1221 et seq. (1989);

**WHEREAS**, the Council of the Cherokee Nation on the 8th day of March, 1991, provided authority for the Principal Chief of the Cherokee Nation to enter into agreements for cooperative law enforcement between the Cherokee Nation and other governmental entities, for cross-deputization, and for the Secretary of Interior to enforce tribal law pursuant to Cherokee Nation Tribal Resolution No. 25-91;

**WHEREAS**, the parties herein intend to provide comprehensive police protection and law enforcement for all residents of Oklahoma and Indian country;

**WHEREAS**, the parties herein wish to establish an organization to coordinate activities under this Agreement regarding law enforcement and police protection between the various law enforcement agencies and governmental entities within the boundaries of the Cherokee Nation;

**WHEREAS**, it is in the best interest of the residents of the State of Oklahoma and citizens of the United States of America and the Cherokee Nation that the parties herein declare and agree that each government and agency under this Agreement shall fully cooperate, each with the other, to provide efficient, effective, and thorough law enforcement and police protection to the populations of the State of Oklahoma and the Cherokee Nation regardless as to the status of the land; and

<sup>1</sup>Revised to include enforcement of Juvenile Code adopted by the Council of the Cherokee Nation on May 13, 1991, and minor technical changes on January 29, 1992; and last minor technical changes on April 21, 1992.

**RECEIVED**  
APR 09 2014  
OKLAHOMA SECRETARY  
OF STATE

WHEREAS, it is in the best interest of the parties hereto, to acknowledge the legal, sovereign, and administrative territories of each party as provided herein.

NOW, THEREFORE, the Cherokee Nation, the U.S. Department of Interior, the State of Oklahoma, and the affected local governments of Oklahoma and their various political subdivisions and agencies agree to the following provisions:

Section 1. Definitions:

- A. "Agency" means the government, department, agency or political subdivision which is a party to this Agreement;
- B. "Applicant Agency" means the agency requesting a commission for its peace officers;
- C. "BIA" means the Bureau of Indian Affairs;
- D. "Board" means the Board of County Commissioners;
- E. "CLEET" means the Council of Law Enforcement, Education, and Training;
- F. "Commissioning Agency" means the agency conferring a commission to a peace officer of a different law enforcement agency;
- G. "Compact" means the organization to administer this Agreement;
- H. "Compact Secretary" means the person designated by the Cherokee Nation to provide ministerial assistance to coordinate and administer this Agreement;
- I. "Marshal" means the law enforcement officers of the Cherokee Nation;
- J. "Peace Officer" means any law enforcement officer commissioned by an agency who is a party to this agreement including, police officers, sheriffs, agents, troopers, marshals, and deputies, or subordinates of each;
- K. "State" means the State of Oklahoma, its law enforcement agencies, offices and departments including, but not limited to, the County Sheriff's Department, the Oklahoma State Bureau of Investigation, the Oklahoma Highway Patrol, the State Fire Marshal, the Oklahoma Department of Dangerous Drugs and Narcotics, the Department of Corrections, the Council on Law Enforcement Education and Training, Oklahoma Game Rangers, Oklahoma Lake Patrol, Oklahoma State Fire Marshal, etc.

Section 2, Compact:

- A. The parties to this Agreement hereby agree to extend the provisions of and to be mutually bound by this Agreement with other law enforcement agencies and parties who subsequently agree to be bound by this Agreement. The parties to this Agreement expressly anticipate that other law enforcement agencies and parties will subsequently become a party to this Agreement. However, extension of this Agreement to subsequent parties will not expand duties and responsibilities of original parties hereto, but will extend agreed duties and responsibilities to subsequent parties.
- B. The parties to the Agreement shall be members of an inter-governmental association called the Cherokee Nation Law Enforcement Compact. The Secretary of this Compact will administer and coordinate activities under this Agreement.

Section 3, Commissions:

- A. Upon receiving a request from an applicant agency, the Compact Secretary or the receiving agency shall supply applications for commissions. Applications shall be completed and returned to the commissioning agency which shall grant or deny each application within a reasonable period of time.

The following agencies may issue the following commissions:

- 1) The BIA may issue a Deputy Special Officer (DSO) commission to each officers of the other agencies;
  - 2) The CHEROKEE NATION may issue a Deputy Marshal's commission to each officers of the other agencies;
  - 3) The Sheriffs' offices may issue a Deputy Sheriff's Commission to officers of the CHEROKEE NATION and the BIA;
  - 4) The Police Department may issue Police Commissions to officers of the CHEROKEE NATION and the BIA;
  - 5) Various state law enforcement agencies and criminal investigation agencies may issue commissions to officers of the CHEROKEE NATION and the BIA.
- B. An application for a commission will not be granted by the commissioning agency in the absence of compliance with the following requirements:
- 1) The applicant has complied with all the prerequisites for appointment as a police office as set forth in 70 Okla. Stat. 3311, or 68 Bureau of Indian Affairs Manual,

Section 9.1. Applicants shall meet the following prerequisites:

- a) be a citizen of the United States who has reached the age of eighteen (18);
- b) hold a high school diploma or equivalent;
- c) shall not have been convicted of a felony or other crime involving moral turpitude;
- d) be found, after examination by a licensed physician, to be free of any physical, emotional, or mental performance as a police officer, (this requirement may be met by a certification by the applicant agency);
- e) have met such other requirement as may be prescribed by CLEET or the BIA; and
- f) have previously been awarded a certificate by CLEET or BIA attesting to such applicant's satisfactory completion of an approved police officer basic training program.

2) Every peace officer who is not the holder of such a CLEET certificate for appointment as a police officer may be issued a commission during the one year temporary appointment as a peace officer pursuant to the provisions and requirements of 70 O.S. Section 3311 F. (1).

3) In addition to the hours of required basic police training which has been approved by CLEET or BIA, the applicant for Cherokee Nation or BIA commission shall successfully complete an orientation course of Cherokee Law and Procedure and Federal Laws and Procedures as determined necessary by the Cherokee Nation or the BIA.

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C. After compliance with the prerequisites of Section 3. Commissions, Paragraph B., the commissioning agency will issue a commission hereunder unless it determines, in its discretion, that grounds exist for denying the applicant a commission which shall be disclosed in writing to the applicant agency.

D. The commissioning agency may, at any time, suspend any commission for reasons solely within its discretion. The commissioning agency shall notify the applicant agency in writing of the reasons for suspension of this Agreement. Within ten (10) working days of receipt of verbal or written notice of suspension from the commissioning agency, the applicant agency shall cause the commission to be returned to

the commissioning agency, unless otherwise directed by the commissioning agency. The reasons for suspension include, but are not limited to:

- 1) termination of the peace officer, voluntarily or involuntarily, from the agency's law enforcement unit or employment;
- 2) conviction of the peace officer of a felony or other crime involving dishonesty;
- 3) upon examination by a licensed physician, the peace officer is found not to be free of any physical, emotional, or mental condition which might adversely affect his or her performance as a peace officer; and
- 4) the applicant agency shall provide a National Crime Information Center background check in addition to CLEET or BIA certification if requested by the commissioning agency.

E. ~~The commissioning agency shall inform the applicant agency of the existence of any grounds, including those set forth under Section 3, Commissions, Paragraph D. above, for suspending a commission.~~

F. The commissioning agency shall send written notice to the applicant agency if a commission is denied or suspended as provided in this Agreement with the reason stated therein. The decision of the commissioning agency to suspend a commission, whether temporarily, indefinitely, or permanently, shall be final.

G. This Agreement, or any commission issued pursuant to it, shall not confer any authority on a Tribal, State, or Federal Court or other authority which that court or authority would not otherwise have.

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Section 4, Scope of Powers Granted:

A. Peace officers commissioned pursuant to this Agreement shall have the power:

- 1) to enforce the Motor Vehicle Code of Oklahoma and the Cherokee Nation, and arrest for violations as necessary;
- 2) to enforce all criminal and juvenile laws of Oklahoma and the Cherokee Nation, and arrest for violations as necessary; and
- 3) to enforce all federal criminal laws applicable to Indian country including the Major Crimes Act, 18 U.S.C. § 1153.

- B. Peace officers commissioned pursuant to this Agreement shall comply with the applicable statutory provisions concerning enforcement of the motor vehicle, juvenile, and criminal laws of the Cherokee Nation, the State of Oklahoma, and the Federal Government.

Section 5, Uniform Citations:

- A. Any citation issued by commissioned peace officers pursuant to this Agreement for a traffic or misdemeanor offense, shall be to the appropriate state or municipal court of the State of Oklahoma, except that any citation issued to Indians for an offense committed in Indian country shall be to the Cherokee Nation District Court.
- B. The Cherokee Nation shall prepare and distribute citation books for criminal actions involving offense and crimes committed in Indian country to commissioned peace officers.

Section 6, Custody of Persons:

- A. Any person arrested by a peace officer commissioned pursuant to this Agreement, shall be immediately taken to the nearest Judge of the appropriate jurisdiction or county sheriff's office or jail for further booking and detention pending initial appearance or bond setting.
- B. The jail or penal institution administrator shall cause the defendant to appear within a reasonable amount of time not to exceed twenty-four hours, except for weekends and holidays, before a Judge of the appropriate jurisdiction of initial appearance and bond setting.

Section 7, Supervision of Peace Officers:

It is understood and agreed by the parties to this Agreement that the respective agencies, their agents, employees, and insurers, have no authority nor any right whatsoever to control in any manner, the day-to-day discharge of the duties of the persons commissioned pursuant to this Agreement. However, peace officers commissioned hereunder to serve in Indian country shall respond to calls for assistance and law enforcement as they would for their own jurisdictions.

Section 8, Status of Peace Officers:

It is further understood and agreed that each agency, their agents, employees, and insurers, shall not, by this Agreement, assume any responsibility or liability for the actions of those persons provided commissions pursuant to this Agreement for actions outside their scope of duty.

It is understood that peace officers commissioned hereunder may be subject to the law providing for liabilities and immunities including, but not limited to:

- 1) State of Oklahoma Commissions may be subject to the provisions of the Governmental Tort Claims Act, 51 O.S.A. § 151 et seq., judicial and qualified immunity and case law applicable thereto;
- 2) Bureau of Indian Affairs DSO Commissions may be subject to the provisions of the Indian Law Enforcement Reform Act, P.L. 101-379, judicial and qualified immunity, and case law applicable thereto; and,
- 3) Cherokee Nation Deputy Marshal Commissions may be subject to the protection of sovereign immunity of the Cherokee Nation, provisions of federal law including the Indian Civil Rights Act, 25 U.S.C.A. § 1302, judicial and qualified immunity, and case law applicable thereto.

Nothing in this Agreement shall be construed to reduce, diminish, restrict, alter, modify, or change any immunity or defense held by any peace officer prior to this Agreement; and it is expressly agreed that any immunity or defense available to peace officers prior to this Agreement survives and continues in full effect and force.

#### Section 9, Medical Service

In the event a detainee or prisoner under the jurisdiction of the Cherokee Nation requires medical treatment, the law enforcement agency or officer may transport him to the nearest Indian Health Service or Cherokee Nation health care facility to avoid any significant medical expense.

#### Section 10, Status of Agencies

~~Nothing in this Agreement impairs or affects the existing status of each agency and sovereignty of each government herein as established under the laws of the United States, the State of Oklahoma and the Cherokee Nation.~~

#### Section 11, Services

All state law enforcement, child welfare, juvenile, investigatory, and incarceration agencies, shall provide law enforcement, protective, investigatory, detention and incarceration services to residents of Indian country within the Cherokee Nation and to the Cherokee Nation and Bureau of Indian Affairs as is extended to residents and law enforcement agencies of Oklahoma located outside of Indian country. All parties to this Agreement shall cooperate, each with the other, to provide comprehensive law enforcement

protection on Indian country within the Cherokee Nation including, but not limited to responding to calls, effecting arrests, providing technical and other assistance, backup, investigatory services, dispatching, detention and incarceration.

#### Section 12, Suspension of or Withdrawal from Agreement

- A. If any provision of this Agreement is violated by an agency, the commissioning agency may suspend performance of their obligation under this Agreement on five (5) days oral or written notice, which suspension shall last until the commissioning agency is satisfied that the violation has been corrected and will not reoccur. Reinstatement of a commission or any provision of this Agreement may be made contingent upon satisfaction of such conditions consistent with this Agreement as the Party may specify.
- B. Any agency may withdraw from this Agreement any time by giving written notice to the Compact Secretary of such withdrawal which shall be effective thirty (30) days after the date of receipt of said notice. Upon such withdrawal, the agency shall forthwith return to the respective agency its property and commissions.

#### Section 13, Amendments to this Agreement

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by each agency. However, it is expressly agreed by the original parties that other law enforcement agencies and governmental entities may become a party to this Agreement. Any agency who agrees to become a member of this Compact may do so with the consent of the Cherokee Nation, upon agreeing to be bound by the terms and provisions of this Agreement. No further approvals are required except as required by applicable law governing respective parties.

#### Section 14, Arrest Procedure/Facilities

- A. The Peace Officer shall, after a lawful arrest, process the detainee as provided for by the appropriate detention facility administrator unless otherwise provided by Agreement.
- B. Determination of prosecution jurisdiction shall be made by convention accepted by the respective District Attorneys, U.S. Attorneys and Prosecutor for the Cherokee Nation.
- C. Detention for arrests made under federal authority shall be in a facility approved by BIA for detainees.

#### Section 15, Identification

Each commissioning agency shall provide to the commissioned peace

officer, sufficient commission cards, uniform patches, and commission decals for police car units which reflect the commission of the agency. The applicant agency shall require its peace officer to possess the commission card while on duty, and may allow the peace officer to wear the commission patch, and to place the commission decal on peace officer vehicles.

#### Section 16, Orientation

Each commissioned Peace Officer shall complete orientation and briefings as required by the commissioning agency. The Compact Secretary may call orientation sessions and briefings from time to time regarding procedures and law effecting the Compact.

#### Section 17, Compensation for Detention and Incarceration

The Cherokee Nation shall make a payment only to each Board of County Commissioner who is a party hereto as a contribution to defray law enforcement costs. The amount of payment shall be determined on a basis of factors such as Indian population, land base, related housing, and other data within the county and shall be limited to the amount of federal funding received for Indian law enforcement. The payment shall be made for and in behalf of the County Sheriff's Department and Jail. The amount of funding will appear in a supplemental operating agreement which will be attached hereto and shall be subject to change annually based on availability of appropriations. Such payment shall be for compensation for all law enforcement services normally provided within the service area including but not limited to:

- 1) law enforcement services, protection of property and life, and response to calls;
- 2) law enforcement investigation and prosecution preparation;

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- 3) dispatch services;
- 4) use of equipment and supplies incident to law enforcement activities;
- 5) law enforcement operating expense and overhead;
- 6) detention facilities and services upon arrest and pending trial;
- 7) incarceration facilities and services after conviction;
- 8) court appearance coordination, administrative bookkeeping, record keeping, and court related services;

- 9) transportation of detainees and prisoners;
- 10) use of courthouse facilities, including courtrooms; and
- 11) all other law enforcement services consistent with the spirit of this Agreement.

Section 18, Prosecution Reports

Prosecution reports shall conform with the standards and requirements of the prosecuting jurisdiction.

Section 19, Compact Secretary

The Compact Secretary will coordinate applications and issuance of commissions under this Compact, provide information and newsletters regarding procedure and applicable law regarding the Compact.

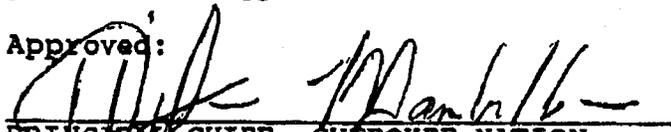
Section 20, Approvals of the Cherokee Nation and the U.S. Department of the Interior

The effective date of this Agreement Between the United States and the Cherokee Nation shall be the date of the approval of the undersigned officials.

Section 21, Approvals of the State of Oklahoma and Other Agencies and Local Governments Thereof

The effective date of this Agreement as extended to the State of Oklahoma and other local governments shall be on the date approved pursuant to applicable state laws.

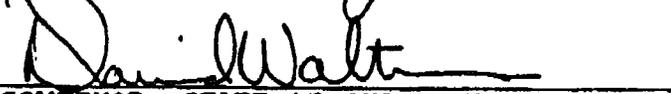
Approved:

  
 PRINCIPAL CHIEF, CHEROKEE NATION

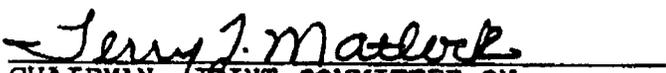
6/8/92  
 DATE

  
 AREA DIRECTOR, BUREAU OF INDIAN AFFAIRS  
 U.S. DEPARTMENT OF THE INTERIOR

6-8-92  
 DATE

  
 GOVERNOR, STATE OF OKLAHOMA

6/8/92  
 DATE

  
 CHAIRMAN, JOINT COMMITTEE ON  
 STATE-TRIBAL RELATIONS

6/8/92  
 DATE

FILED

JUL - 8 1992

MEMORANDUM OF UNDERSTANDING

OKLAHOMA SECRETARY  
OF STATE

THIS MEMORANDUM OF UNDERSTANDING is entered into this 8<sup>th</sup>  
day of June, 1992, by and between the Governor of the  
State of Oklahoma on behalf of the STATE OF OKLAHOMA and the  
Principal Chief of the Cherokee Nation on behalf of the CHEROKEE  
NATION. It is executed contemporaneously with approval by the  
Governor of the Law Enforcement Agreement (hereinafter "Agreement")  
between the Cherokee Nation and the State of Oklahoma. It is  
intended to be evidence of further agreement and understanding by  
and between these parties regarding the clarification of certain  
compact terms and any future need to amend the Law Enforcement  
Agreement.

IT IS THEREFORE AGREED by the parties hereto that the  
following evidences the parties' agreed interpretation of the  
referenced sections of the Law Enforcement Agreement:

1. Although the term "State" is defined broadly in  
Section I(K), both parties acknowledge that the  
State of Oklahoma has no power, duty or ability to  
bind, encumber, or pledge any county personnel or  
resources under the Agreement unless the  
appropriate county officials have executed the  
Agreement;
2. The suspension procedures described in Section 3(D)  
are intended to provide a method for suspending an  
individual officer's commission and are not  
intended to be utilized for suspending an entire

agency's participation under the Agreement;

3. The term "Motor Vehicle Code of Oklahoma" as used in Section 4(A) (1) refers to the Oklahoma Highway Safety Code and miscellaneous laws codified at 47 O.S. § 1-101 et seq;
4. The term "juvenile laws of Oklahoma" as used in Section 4(A) (2) refers to the Oklahoma juvenile laws codified at 10 O.S. § 1 et seq;
5. The term "nearest Judge of the appropriate jurisdiction or county sheriff's office" as described in Section 6(A) and (B) shall be interpreted to be the nearest judge or county sheriff of a participating party under the Agreement;
6. If written notice to suspend or withdraw is initiated under Section 12 of the Agreement, copies of the written notice shall be provided by first class mail to all participating agencies.

IT IS FURTHER AGREED that the Cherokee Nation will provide the Governor's office of the State of Oklahoma with copies of any and all prosecution agreements as addressed in Section 14(B) of the Agreement and any and all detention agreements negotiated pursuant to Section 17 of the Agreement.

IT IS FURTHER AGREED that the parties will, within one year from the execution of this Memorandum of Understanding, review the issue of reciprocity, the necessity for suspension hearings and the

application of child welfare laws, together with any other yet unknown concerns, to determine whether amendments to the Agreement are needed or required.

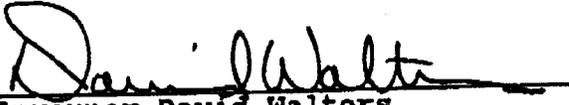
IT IS FURTHER AGREED by the parties hereto that upon approval by the Governor of the Law Enforcement Agreement between the Cherokee Nation and the State of Oklahoma that the parties hereto will negotiate in good faith each with the other toward a mutual resolution of any bonafide perceived need to amend or alter the terms of the Law Enforcement Agreement the need for which may arise in the future during implementation of the same.

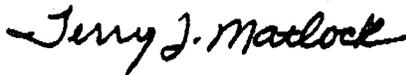
IT IS FURTHER AGREED that the Law Enforcement Agreement is hereby amended to reflect the following technical changes:

1. In Section 3(b) (1) (d) the omitted phrase "conditions which might adversely affect his or her" is inserted between the words "mental" and "performance," and
2. A Map of the Cherokee Nation's boundaries is attached hereto as Exhibit "A".

---

"STATE OF OKLAHOMA"

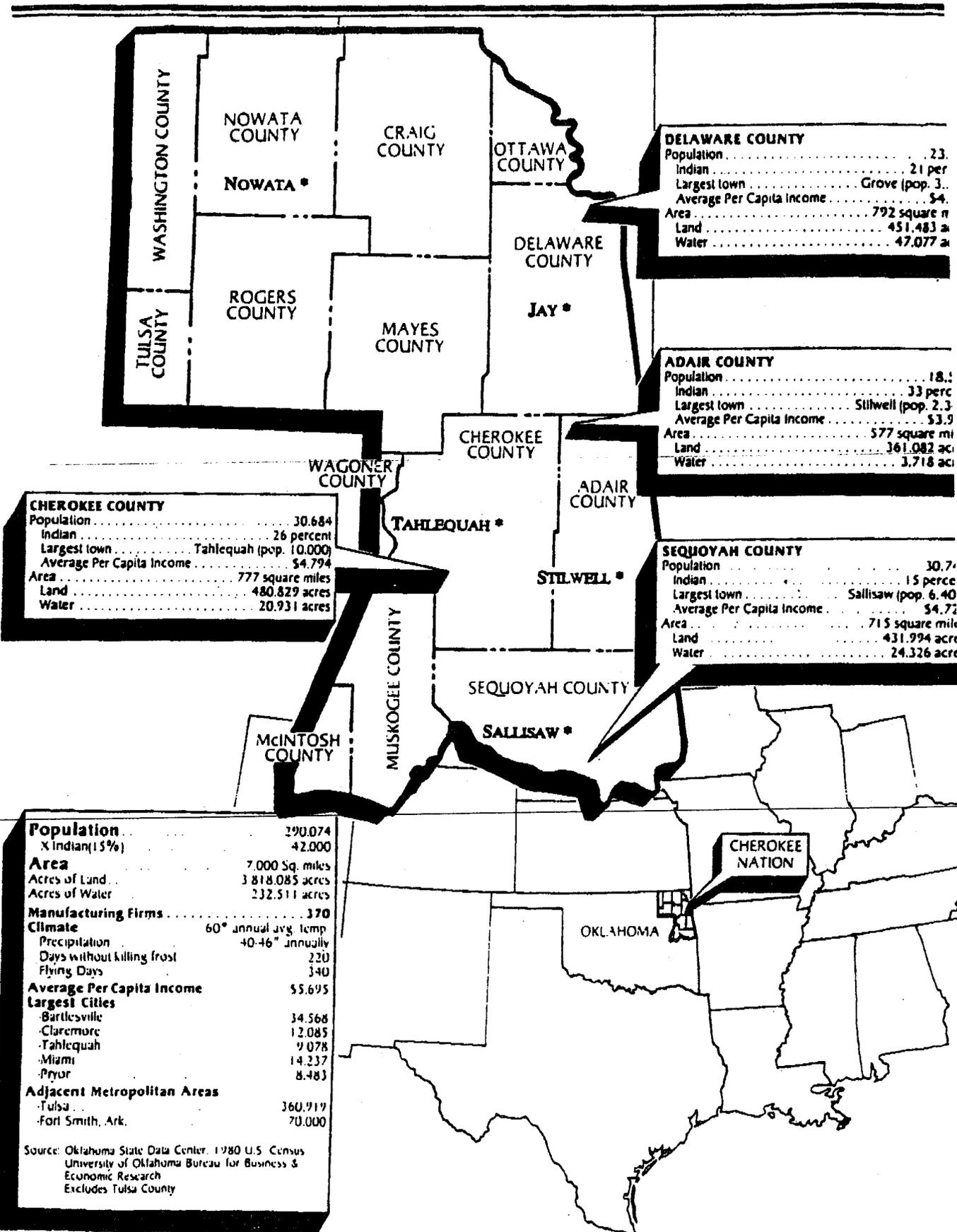
BY:   
Governor David Walters



"CHEROKEE NATION"

BY:   
Wilma Mankiller, Principal Chief

# CHEROKEE NATION AT A GLANCE



JUL - 8 1992

MEMORANDUM OF UNDERSTANDING

OKLAHOMA SECRETARY  
OF STATE

THIS MEMORANDUM OF UNDERSTANDING is entered into this 8<sup>th</sup>  
day of June, 1992, by and between the Governor of the  
State of Oklahoma on behalf of the STATE OF OKLAHOMA and the  
Principal Chief of the Cherokee Nation on behalf of the CHEROKEE  
NATION. It is executed contemporaneously with approval by the  
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IT IS FURTHER AGREED that the parties will, within one year from the execution of this Memorandum of Understanding, review the issue of reciprocity, the necessity for suspension hearings and the

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IT IS FURTHER AGREED by the parties hereto that upon approval by the Governor of the Law Enforcement Agreement between the Cherokee Nation and the State of Oklahoma that the parties hereto will negotiate in good faith each with the other toward a mutual resolution of any bonafide perceived need to amend or alter the terms of the Law Enforcement Agreement the need for which may arise in the future during implementation of the same.

IT IS FURTHER AGREED that the Law Enforcement Agreement is hereby amended to reflect the following technical changes:

1. In Section 3(b) (1) (d) the omitted phrase "conditions which might adversely affect his or her" is inserted between the words "mental" and "performance," and
2. A Map of the Cherokee Nation's boundaries is attached hereto as Exhibit "A".

"STATE OF OKLAHOMA"

BY: David Walters  
Governor David Walters

Jerry J. Maclock

"CHEROKEE NATION"

BY: Wilma Mankiller  
Wilma Mankiller, Principal Chief



**FILED**

JUN 14 2011

OKLAHOMA SECRETARY  
OF STATE

SUSAN B. LOVING  
ATTORNEY GENERAL OF OKLAHOMA

July 8, 1993

Mr. Chadwick Smith  
Cherokee Nation  
P. O. Box 948  
Tahlequah, OK 74465

**FILED**

OCT 10 1994

OKLAHOMA SECRETARY  
OF STATE

Re: ICA No. 93-8019 - Cross-Deputisation Agreement between  
the Cherokee Nation, the State of Oklahoma, and the U.S.  
Government

Dear Mr. Smith:

LETTER OF APPROVAL

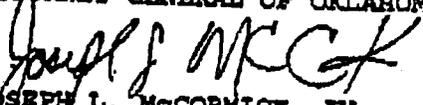
The Attorney General has reviewed the referenced Agreement and found it to comply with the provisions of the Interlocal Cooperation Act. Pursuant to the provisions of 74 O.S. 1981, § 1004(f), the referenced Agreement is hereby officially APPROVED as of the date of the signature manifested hereon.

Please be advised that, before the Agreement may go into force, copies of the Agreement, and of this Letter of Approval, must be filed with the County Clerk and the Secretary of State.

Signed this 9<sup>th</sup> day of July, 1993.

Respectfully submitted,

SUSAN B. LOVING  
ATTORNEY GENERAL OF OKLAHOMA

  
JOSEPH L. MCCORMICK, IV  
ASSISTANT ATTORNEY GENERAL

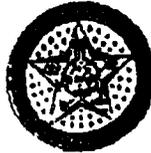
RECEIVED

JUN 15 2011

OKLAHOMA SECRETARY  
OF STATE

tl  
93-19.10a





SUSAN B. LOVING  
ATTORNEY GENERAL OF OKLAHOMA

**FILED**

**OCT 10 1994**

OKLAHOMA SECRETARY  
OF STATE

The "Law Enforcement Agreement Between and Among the Cherokee Nation, the United States of America, the State of Oklahoma, and its Political Subdivisions, the Various Boards of County Commissioners, and Various Law Enforcement Agencies" filed in the Office of the Secretary of State on July 8, 1992, and previously approved by the Governor of the State of Oklahoma and the Principal Chief of the Cherokee Nation is hereby approved this 10th day of October, 1994.

  
SUSAN B. LOVING  
ATTORNEY GENERAL OF OKLAHOMA

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The City of Big Cabin agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together. The Nation will agree to pay the City the federal rate, forty-two dollars (\$42.00) a day, for detention.

**MAYOR  
CITY OF BIG CABIN**

*Edward G. Sullivan*  
**MAYOR**

*JUN 17 01*  
**Date**

044920

**FILED**

**JUN 14 2011**

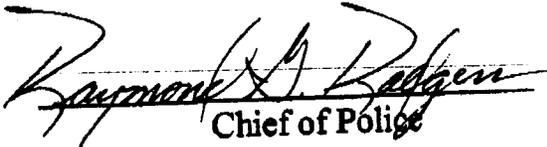
**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The City of CATOOSA agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

CITY OF CATOOSA

  
Chief of Police

APRIL 18, 2005

Date

**FILED**  
**JUN 14 2011**  
**OKLAHOMA SECRETARY**  
**OF STATE**

**ADDENDUM**

The City of Ft. Gibson agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

CHIEF OF POLICE  
FT. GIBSON

Richard Slater  
Richard Slater, Chief of Police

7-11-2001  
Date

**FILED**

**JUN 14 2011**

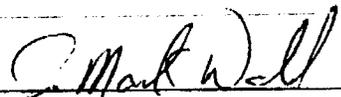
**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The City of Grove agrees to be bound to the foregoing agreement and compact and joins as members of the Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City of Grove will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

**CITY OF GROVE**

  
\_\_\_\_\_  
Mayor/Chief of Police

06-07-02  
Date

**FILED**

**JUN 14 2011**

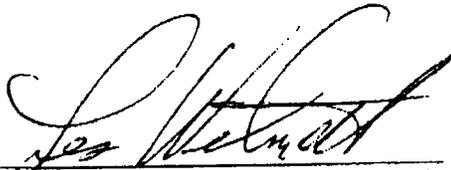
**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The City of Inola agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

CHIEF OF POLICE  
CITY OF INOLA



Les Wilmontt, Chief of Police

10-25-01

Date

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

ADDENDUM

The City of Jay, Oklahoma agrees to be bound to the foregoing Law Enforcement Agreement and Compact and joins as members of this Compact with all rights, privileges, duties, and responsibilities as each of the other members as set out in the attached Cherokee Nation Resolution No. 25-91.

The City of Jay, Oklahoma and The Nation will mutually benefit in areas of response to calls, protection of life and property, investigation, and prosecution and other law enforcement services normally provided by working cooperatively together.

This Addendum, with Resolution and Law Enforcement Agreement attached thereto and made a part thereof, was passed and approved by the City Council of the City of Jay, Oklahoma, on the 5<sup>th</sup> day of September, 2000.

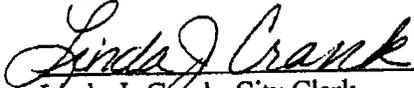
Dated this 5<sup>th</sup> day of September, 2000.

CITY OF JAY, OKLAHOMA

By:

  
\_\_\_\_\_  
WAYNE DUNHAM, MAYOR

ATTEST:

  
\_\_\_\_\_  
Linda J. Crank, City Clerk

Marshal SVC mg

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The City of Langley agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

**CITY OF LANGLEY**

  
DICK LAY, MAYOR

9-12-02  
Date

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The City of Locust Grove agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together. The Nation will agree to pay the City the federal rate, forty-two dollars (\$42.00) a day, for detention.

**MAYOR  
CITY OF LOCUST GROVE**

  
\_\_\_\_\_  
**MAYOR**

*12-20-00*  
\_\_\_\_\_  
**Date**

**FILED**

**JUN 14 2011**

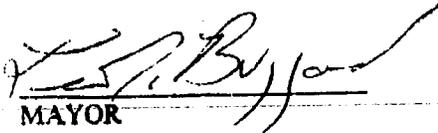
**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

Marble City agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

**MAYOR  
MARBLE CITY**

  
MAYOR

1/3/2001  
Date

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

CITY OF OWASSO, OKLAHOMA

ADDENDUM TO A LAW ENFORCEMENT AGREEMENT  
BETWEEN AND AMONG THE CHEROKEE NATION, THE  
UNITED STATES OF AMERICA, THE STATE OF  
OKLAHOMA AND ITS POLITICAL SUBDIVISIONS, AND  
VARIOUS LAW ENFORCEMENT AGENCIES

The City of Owasso, Oklahoma wishes to become a party to the above-captioned agreement, and agrees to be bound by the terms and provisions of such agreement.

Approved by the City Council of the City of Owasso, Oklahoma meeting in regular session on the 5<sup>th</sup> day of June, 2001.

Mary Lou Barnhouse  
Mary Lou Barnhouse, Mayor

Jim Greene  
Jim Greene, Chief of Police

Randy Brogdon  
Randy Brogdon, Vice Mayor

H.C. Williams  
H.C. "Will" Williams, Councilor

Rebecca B. Armstrong  
Rebecca Armstrong, Councilor

Michael Helm  
Michael Helm, Councilor

ATTEST:

Marcia Boutwell  
Marcia Boutwell, City Clerk



APPROVED AS TO FORM:

Ronald D Cates  
Ronald D Cates, City Attorney

Marshal SVC 114

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The City of Pryor agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

**MAYOR  
CITY OF PRYOR**

*N.W. G. P. Jordan*  
Mayor

Attest: *Eva Smith*  
City Clerk

**FILED**

JUN 14 2011

OKLAHOMA SECRETARY  
OF STATE

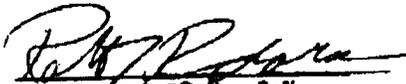
ADDENDUM

The city of Salina agrees to be bound to the foregoing agreement and compact and joins as members of the Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together. The Nation will agree to pay the City the federal rate, forty-two dollars (\$42.00) a day, for detention.

City of Salina

4-21-01  
Date

  
Chief of Police, Salina

**FILED**

JUN 14 2011

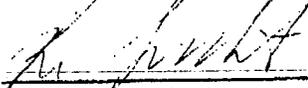
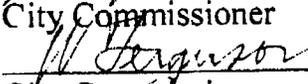
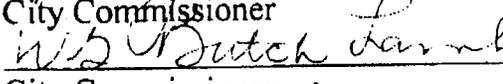
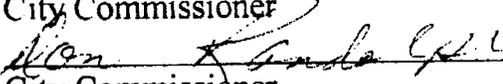
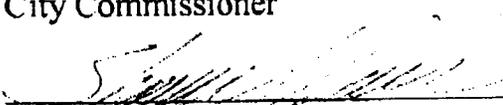
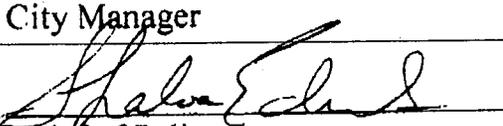
OKLAHOMA SECRETARY  
OF STATE 37

**ADDENDUM**

The City of Sallisaw agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

**CITY OF SALLISAW**

	<u>6/12/06</u>
City Commissioner	Date
	<u>06/02/06</u>
City Commissioner	Date
	<u>6-12-06</u>
City Commissioner	Date
	<u>6-12-06</u>
City Commissioner	Date
	<u>6-12-06</u>
Mayor	Date
	<u>6/12/06</u>
City Manager	Date
	<u>06/12/06</u>
Chief of Police	Date

**FILED**

**JUN 14 2011**

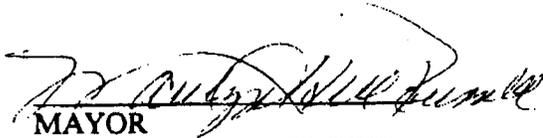
**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The City of Stilwell agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together. The Nation will agree to pay the City the federal rate, forty-two dollars (\$42.00) a day, for detention.

**MAYOR  
CITY OF STILWELL**

  
MAYOR

11-2-7 000  
Date

**FILED**

JUN 14 2011

OKLAHOMA SECRETARY  
OF STATE

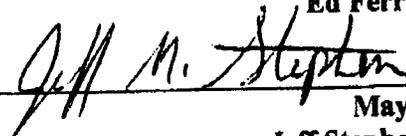
**ADDENDUM**

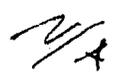
The City of Sperry agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities of the other members as set out in the attached resolution.

The Nation and State will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

Chief of Police  
Mayor  
City Councilors

By:   
Chief of Police  
Ed Ferrell

By:   
Mayor  
Jeff Stephens

By: \_\_\_\_\_  
City Councilor  
Debbie Collins 

By: \_\_\_\_\_  
City Councilor  
Jeff Hammontree 



**FILED**

JUN 14 2011

OKLAHOMA SECRETARY  
OF STATE

**ADDENDUM**

The City of Vian agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City of Vian will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

CITY OF VIAN

  
\_\_\_\_\_  
Mayor/Chief of Police

07/09/2002  
Date

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The City of Vinita agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

The Nation and the City will mutually benefit in areas of response calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together. The Nation will agree to pay the City the federal rate, forty-two dollars (\$42.00) a day, for detention.

**CHIEF OF POLICE  
CITY OF VINITA**

*George Hicks*  
Chief of Police

04-23-01  
Date

**FILED**

**JUN 14 2011**

**ADDENDUM**

**OKLAHOMA SECRETARY**

The CITY OF WESTVILLE agrees to abide by the Law Enforcement Agreement ratified by the Cherokee OF STATE Nation, the State of Oklahoma and the Bureau of Indian Affairs.

The NATION and the CITY both agree to follow the Law Enforcement Agreement for their mutual benefit. The Nation agrees to pay the City the federal rate of \$42.00 a day for detention of Nation prisoners.

*Mary Edair*  
Mayor

*Anthony Stiles*  
Council

*Pete Kay Elmore*  
Council

*Dina H. Burdick*  
Council

Council

*Joe E. Douglas*  
Council

*Lloyd E. Cole Jr.*  
City Attorney

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

TOWN OF COLCORD  
PO BOX 133  
COLCORD, OK 74338  
(918) 326-4200

**RESOLUTION**

WHEREAS, THE BOARD OF TRUSTEES OF THE TOWN OF COLCORD, DELAWARE COUNTY, OKLAHOMA, HAVING DISCUSSED THE DESIREABILITY OF ITS CITIZENS HAVING THE AVAILABILITY OF THE CHEROKEE MARSHALLS IN AN TO THE TOWN OF COLCORD, DELAWARE COUNTY, OKLAHOMA.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF COLCORD, DELAWARE COUNTY, OKLAHOMA, THAT THE TOWN WILL TAKE ACTION WITHIN ITS POWER TO AUTHORIZE THE CHEROKEE MARSHALLS TO ASSIST THE COLCORD POLICE AT ANY GIVEN TIME.

ADOPTED AND APPROVED THIS 10<sup>TH</sup> DAY OF JULY 2001.

*Delmar Harmon*  
DELMAR HARMON, MAYOR

ATTEST:

*Mary Jordan*  
MARY JORDAN, CLERK

1123

216

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

**Addendum to the Law Enforcement Agreement between and among The Cherokee Nation, the United States of America, the State of Oklahoma and its political subdivisions, the various Boards of County Commissioners, and Various Law Enforcement Agencies.**

The town of Ramona, by and through the Mayor, Cyle Miller and the Chief of Police Melvin Monday, agree to be bound by the *Law Enforcement Agreement between and among The Cherokee Nation, The United States of America, The State of Oklahoma and its political subdivisions, the various Boards of County Commissioners, and Various Law Enforcement Agencies*. Said Agreement, consisting of ten (10) pages, having been signed and approved by the Principal Chief of the Cherokee Nation on or about the 5<sup>th</sup> day of April 1991 and having been approved by the State of Oklahoma and Filed with the Secretary of State of the State of Oklahoma on or about the 8<sup>th</sup> day of July 1992; the Memorandum of Understanding, and the Addendum and the Map of the Jurisdictional Boundaries of the Cherokee Nation.

That the town of Ramona hereby joins as a member of the Compact listed above with all rights, privileges, duties and responsibility as each of the other members.

That Cyle Miller and the Chief of Police Melvin Monday, have been authorized by and we have the authority to enter into this Addendum on behalf of the town of Ramona Oklahoma.

**Town of Ramona**

BY: Cyle Miller  
Cyle Miller, Mayor of Ramona

4-29-08  
Date

BY: Melvin Monday  
Chief of Police, Melvin Monday

4-29-08  
Date

**Cherokee Nation**

BY: Sharon Wright  
Sharon Wright, Cherokee Nation Marshal

4-29-2008  
Date

**FILED**

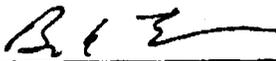
JUN 14 2011

OKLAHOMA SECRETARY  
OF STATE

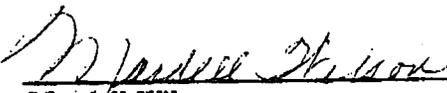
**ADDENDUM**

The Kansas Police Department agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

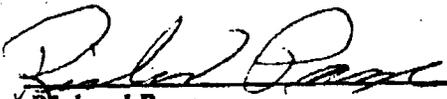
The Nation and the Kansas Police Department will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.

  
\_\_\_\_\_  
Bryan Eaton  
Police Chief

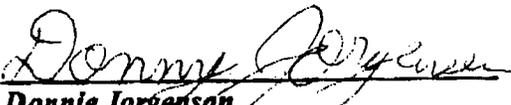
10-13-03  
Date

  
\_\_\_\_\_  
Mardell Wilson  
Mayor

10-13-03  
Date

  
\_\_\_\_\_  
Richard Page  
Council Member

10-13-03  
Date

  
\_\_\_\_\_  
Donnie Jorgenson  
Council Member

10-13-03  
Date

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

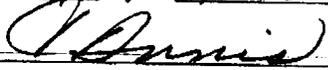
**Addendum to the Law Enforcement Agreement between and among The Cherokee Nation,  
the United States of America, the State of Oklahoma and its political subdivisions, the  
various Boards of County Commissioners, and Various Law Enforcement Agencies.**

The Collinsville Police Department, by and through the Chief of Police, Charles Annis, agrees to be bound by the *Law Enforcement Agreement between and among The Cherokee Nation, The United States of America, The State of Oklahoma and its political subdivisions, the various Boards of County Commissioners, and Various Law Enforcement Agencies.*

Said Agreement having been signed and approved by the Principal Chief of the Cherokee Nation on or about the 5<sup>th</sup> day of April 1991 and having been approved by the State of Oklahoma and Filed with the Secretary of State of the State of Oklahoma on or about the 8<sup>th</sup> day of July 1992.

That the Collinsville Police Department hereby joins as a member of the Compact listed above with all rights, privileges, duties and responsibility as each of the other members.

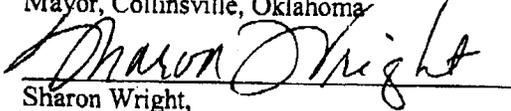
Dated this 1 day of November, 2007



Charles Annis  
Collinsville Chief of Police, Collinsville



Stan Sallee  
Mayor, Collinsville, Oklahoma



Sharon Wright,  
Marshal, Cherokee Nation Marshal Service

**FILED**

**JUN 14 2011**

**OKLAHOMA SECRETARY  
OF STATE**

**ADDENDUM**

The Roland Police Department agrees to be bound to the foregoing agreement and compact and joins as members of this Compact with all rights, privileges, duties and responsibilities as each of the other members as set out in the attached resolution.

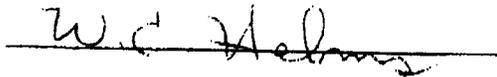
The Nation and the Roland Police Department will mutually benefit in areas of response to calls, protection of life and property, investigation and prosecution and other law enforcement services normally provided by working cooperatively together.



11-24-03  
Date

David Edwards

(Please print name)  
Police Chief



11-24-03  
Date

W. C. HELMS

(Please print name)  
Mayor

