FILED

SEP 18 2020

OKLAHOMA SECRETARY OF STATE

STATE ADDENDUM
ADDITION OF STATE TO
DEPUTATION AGREEMENT
FOR LAW ENFORCEMENT IN THE

CHEROKEE NATION

The undersigned State Agency of Oklahoma, the Oklahoma Department of Wildlife Conservation hereby joins into the Deputation Agreement for Law Enforcement in the Cherokee Nation, effective on Aug. 6 ,20 20 . Also, Oklahoma Department of Wildlife Conservation 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. The said Agreement having been signed and approved by the Principle Chief of the Cherokee Nation on or about the 5th 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 8th day of July 1992.

J.D. Strong, Director
Oklahoma Department of Wildlife Conservation

Aug. 6, 2020
Date

050605

SUSAN B. LOVING
ATTORNEY GENERAL OF OKLAHOMA

July 8, 1993

FILED
OCT 10 1994
OKLAHOMA SECRETARY OF STATE

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

Re: ICA No. 93-0019 - Cross-Deputization 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 9th day of July, 1993.

Respectfully submitted,

SUSAN B. LOVING
ATTORNEY GENERAL OF OKLAHOMA

JOSEPH L. McCORMICK, IV
ASSISTANT ATTORNEY GENERAL

tf
93-19.loa

[illegible] N. Lincoln Blvd., Suite 112, Oklahoma City, OK 73105-4894 (405) 521-3921, Fax (405) 521-6246

recycled paper

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

2300 N. LINCOLN BLVD., SUITE 112, OKLAHOMA CITY, OK 73105-4894 (405) 521-3921, FAX (405) 521-6246

recycled paper

OFFICE OF THE SECRETARY OF STATE

STATE OF OKLAHOMA

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

Secretary of State

By:

FILE
JUL - 8 1992
OKLAHOMA SECRET OF STATE

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[1]

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

---

[1]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.

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.

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.

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 office 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;

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 — DATE 6/8/92

AREA DIRECTOR, BUREAU OF INDIAN AFFAIRS, U.S. DEPARTMENT OF THE INTERIOR — DATE 6-8-92

GOVERNOR, STATE OF OKLAHOMA — DATE 6/8/92

CHAIRMAN, JOINT COMMITTEE ON STATE-TRIBAL RELATIONS — DATE 6/8/92

FILED
JUL - 8 1992
OKLAHOMA SECRETARY
OF STATE

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this 8th 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:

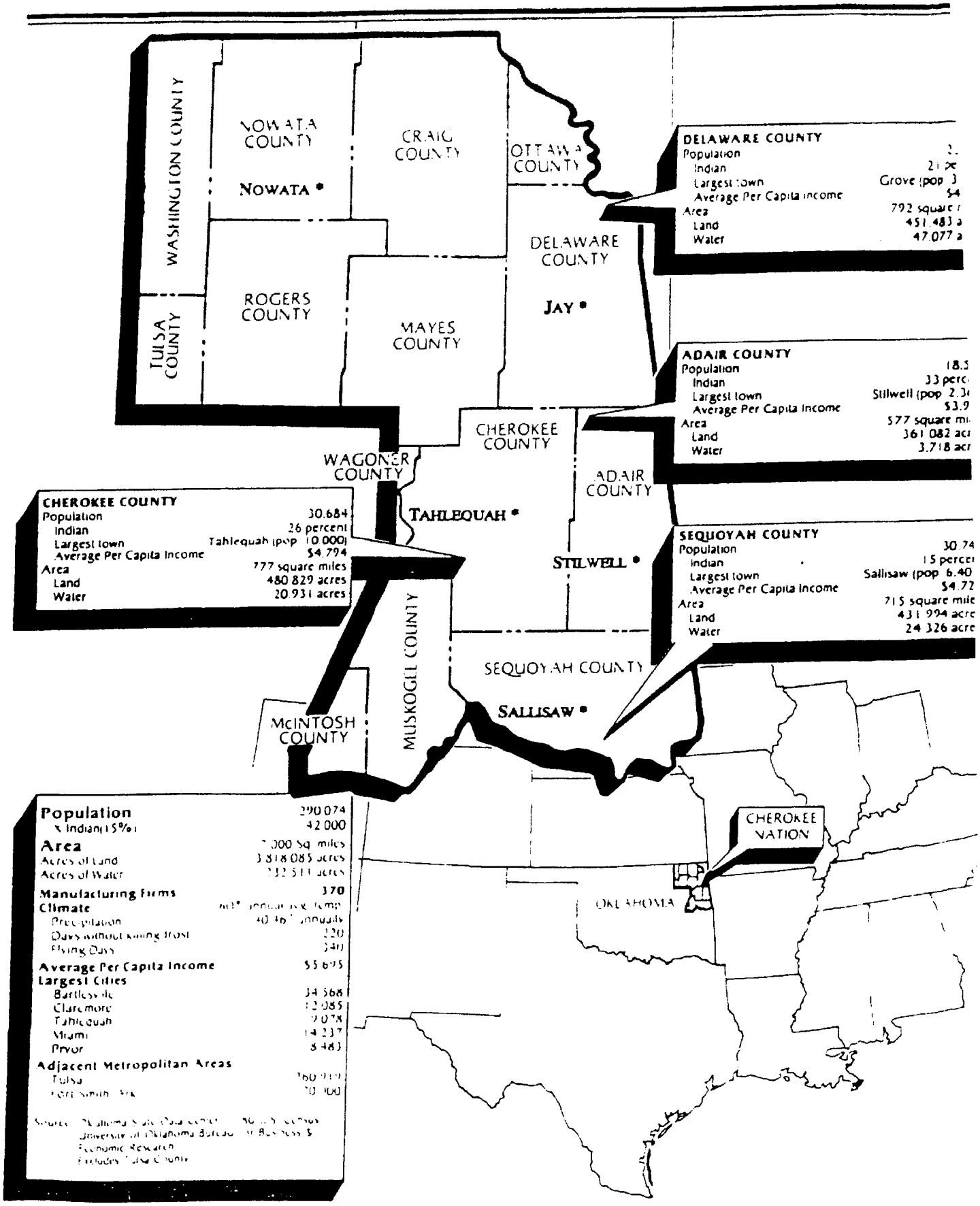
1. In Section 3(b) (1) (d) the omitted phrase "conditions which might adversely affect his or her" is inserted between the words "mental" and "performance," and
2. A Map of the Cherokee Nation's boundaries is attached hereto as Exhibit "A".

"STATE OF OKLAHOMA"

Terry L. Maddock

BY: David Walters
Governor David Walters

"CHEROKEE NATION"

BY: Wilma Mankiller
Wilma Mankiller, Principal Chief

CHEROKEE NATION AT A GLANCE