

**SUPPLEMENTAL INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT  
BETWEEN THE MUSCOGEE (CREEK) NATION AND  
THE CITY OF TULSA, OKLAHOMA**

**RECITALS**

**WHEREAS**, the United States Congress has authorized the Secretary of the Interior, acting through the Bureau of Indian Affairs, to enter into agreements with Indian tribes to aid in the enforcement or carrying out in Indian country the laws of the United States and/or Indian tribe, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. §§ 2801, et seq., Public Law 101-379, 104 Stat. 473; and

**WHEREAS**, the Muscogee (Creek) Nation has enacted legislation authorizing the Nation to enter into cross-deputization agreements with federal, state, and tribal governments pursuant to NCA 92-15 § 108; and

**WHEREAS**, the City of Tulsa is a municipal corporation within the State of Oklahoma and is a political subdivision of the State of Oklahoma, and the Legislature of the State of Oklahoma has authorized its political subdivisions to enter into cooperative agreements with Indian tribal governments in accordance with the Oklahoma Inter-local Cooperation Act, 74 O.S. §§ 1001 et seq. (1965), and the State-Tribal Relations Act, 74 O.S. §§ 1221 et seq. (1985); and

**WHEREAS**, the City of Tulsa and the Muscogee (Creek) Nation previously entered into, with one another and with the United States of America through the Bureau of Indian Affairs, an agreement titled the "Intergovernmental Cross-Deputization Agreement Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma;" and

**WHEREAS**, the parties hereto declare and agree that both the City of Tulsa and the Muscogee (Creek) Nation will continue to cooperate each with the other to provide efficient, effective, and thorough law enforcement and crime prevention to all residents located on or near Indian lands within the Muscogee (Creek) Nation; and

**WHEREAS**, both the Muscogee (Creek) Nation and the City of Tulsa find that it is in the best interests of both entities and their citizens to amend and clarify portions of the "Intergovernmental Cross-Deputization Agreement Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma" only as between the City of Tulsa and the Muscogee (Creek) Nation to permit reserve police officers of the City of Tulsa to be commissioned as Muscogee (Creek) Nation Lighthouse.

**AGREEMENT**

**NOW, THEREFORE**, the Muscogee (Creek) Nation and the City of Tulsa do hereby enter into this Supplemental Intergovernmental Cross-deputization Agreement (hereinafter "Supplemental Agreement").

**Section 1. Purpose.**

The purposes of this Agreement are to:

- (1) supplement and clarify as stated herein portions of the "Intergovernmental Cross-Deputization Agreement Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma" as entered into between the Muscogee (Creek) Nation and the City of Tulsa;
- (2) provide for the cross-deputization by the Muscogee (Creek) Nation of all Officers of the City of Tulsa who maintain any City of Tulsa commission including but not limited to full-time, part-time, and/or reserve City of Tulsa Officers who may not meet the current definition of Officers under the "Intergovernmental Cross-Deputization Agreement Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma".

**Section 2. Definitions.**

- A. "Agency" wherever used herein shall mean the government, department, or political subdivision which is a party to this Supplemental Agreement.
- B. "Applicant Agency" wherever used herein shall mean the Agency requesting a commission for its Officers.
- C. "BIA" wherever used herein shall mean the Bureau of Indian Affairs.
- D. "City of Tulsa" shall mean the City of Tulsa, Oklahoma, a municipal corporation.
- E. "Commissioning Agency" wherever used herein shall mean the Agency which is a party hereto and which issues a law enforcement commission to an Officer of an Applicant Agency.
- F. "Indian country" wherever used herein shall mean Indian country as defined by 18 U.S.C. § 1151 located within the boundaries of the Muscogee (Creek) Nation as described in the Treaty of 1866, 14 Stat. 785.
- G. "Nation" wherever used herein shall refer to the Muscogee (Creek) Nation.
- H. "Officer" wherever used herein shall mean reserve, part-time, and fully commissioned law enforcement officers and criminal investigators. This definition amends the definition of "Officer" found in Section 2, Subsection H of the Original Agreement, only between the City of Tulsa and the Nation but shall not affect said Section 2 of the Original Agreement as it relates to agreements with the BIA by either the City of Tulsa or the Nation or other Agencies that are a party thereto.

- I. "Original Agreement" wherever used herein shall mean the Intergovernmental Cross-deputization Agreement between the Bureau of Indian Affairs, the Muscogee (Creek) Nation, and signatory political subdivisions of the State of Oklahoma.
- J. "State" or "State Agency" wherever used herein shall mean the Tulsa Police Department of the City of Tulsa which is a political subdivision of the State of Oklahoma.
- K. "Supplemental Agreement" wherever used herein shall mean this Supplemental Intergovernmental Cross-Deputization Agreement Between the Muscogee (Creek) Nation and the City of Tulsa, Oklahoma.

**Section 3. Supplemental Agreement of Parties; Modification of Earlier Agreement.**

- A. The Nation and the City of Tulsa enter into this Supplemental Agreement to amend the Original Agreement only as it applies to the City of Tulsa and the Muscogee (Creek) Nation. This Supplemental Agreement does not affect the Original Agreement between the City of Tulsa and the BIA, nor does it affect the Original Agreement between the Nation and the BIA, the State of Oklahoma, or any of the State's political subdivisions other than the City of Tulsa.
- B. Entering into this Supplemental Agreement does not terminate the Original Agreement but amends and clarifies the Original Agreement as stated herein, provided that where the language in this Supplemental Agreement specifically conflicts with the Original Agreement, the language in this Supplemental Agreement shall control.

**Section 4. Term; Withdrawal; Amendments.**

- A. The term of this Supplemental Agreement shall coincide with that of the Original Agreement, and this Supplemental Agreement shall be terminated only if the Original Agreement is terminated.
- B. This Supplemental Agreement shall not be amended unless such amendment is in writing and executed by each party hereto.

**Section 5. Coordination; Supervision; Status of Parties.**

- A. Subsection 5 of the Original Agreement is amended by Subsection 5 of this Supplemental Agreement only between the City of Tulsa and the Nation but shall not affect said Section 5 of the Original Agreement as it relates to agreements with the BIA by either the City of Tulsa or the Nation or other Agencies that are a party thereto. No separate legal or administrative entity is created by this Agreement.
- B. The provisions of this Agreement shall be administered by the Chief of the Nation's police department and the Chief of the Tulsa Police Department.

- C. Notwithstanding any other provision in this Supplemental Agreement or the Original Agreement, the respective Commissioning Agencies including their agents, employees, and insurers, shall not have any authority or any right whatsoever to control in any manner the discharge of the duties and/or activities of the Officers of the Applicant Agency who have been commissioned pursuant to the Original Agreement or this Supplemental Agreement, provided that when an Officer is acting under a commission from a Commissioning Agency issued under the authority of the Original Agreement or this Supplemental Agreement and the call for service to which the Officers are responding is originally received by and dispatched by the Commissioning Agency, the supervisors and chain of command on the scene of the Commissioning Agency is authorized to exercise necessary command authority to Officers of the Applicant Agency at the scene. No provision of this Agreement shall impair or affect the existing status of each Agency nor the sovereignty of each government as established under the laws of the Muscogee (Creek) Nation, the United States, and the State of Oklahoma.

**Section 6. Commissions.**

- A. Subsection 6 of the Original Agreement is amended by Subsection 6 of this Supplemental Agreement only between the City of Tulsa and the Nation but shall not affect Section 6 of the Original Agreement as it relates to agreements with the BIA by either the City of Tulsa or the Nation or other Agencies that are a party thereto. Each Agency which is a party hereto may, in its discretion, issue special law enforcement commissions to full-time, reserve, and/or part-time law enforcement Officers of the other Agency which is a party hereto upon the application for such by the Applicant Agency. Such commissions issued hereunder shall be in writing and grant to the full-time, reserve and/or part-time Officers the same law enforcement authority as that of Officers of the Commissioning Agency unless expressly limited by the terms of the commission.
- B. No Officers of the law enforcement Agencies which are parties to this Supplemental Agreement shall become automatically cross-deputized by virtue of the execution of this Supplemental Agreement but must be commissioned on an individual basis, upon application by the Applicant Agency and approval of same by the Commissioning Agency.
- C. A commission granted by a Commissioning Agency to Officers, whether full-time, employed, reserve, or part-time, of the other Agency pursuant to a previously existing intergovernmental agreement authorizing the cross-deputization of Officers in effect on the date of execution of this Supplemental Agreement shall remain valid, unless suspended or revoked by the Commissioning Agency or unless the commission is returned to the Commissioning Agency as required by Section 7 of the Original Agreement.

**Section 7. Qualifications for Nation Commission; Nation Commission Cards.**

- A. Subsection 7(C) of the Original Agreement is hereby amended in part by this Subsection 7 in order to allow for commission of all City of Tulsa Officers, including but not limited to, full-time, part-time, and/or reserve Officers, as found in this Section and to require only annual firearms certification by City of Tulsa Officers. This amends the Original

Agreement only between the City of Tulsa and the Nation but shall not affect said Section 7 of the Original Agreement as it relates to agreements with the BIA by either the City of Tulsa or the Nation or other Agencies that are a party thereto.

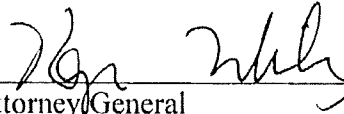
- B. A commission shall not be granted by the Nation to a City of Tulsa Officer unless the Officer meets all prerequisites for appointment as an Officer as determined by the Nation's Chief of Police which shall include:
- (1) United States citizenship, be at least 21 years of age and possess a valid driver's license;
  - (2) A high school diploma or its equivalent;
  - (3) The Officer has not ever been convicted of a felony; has not, within the one-year period immediately preceding the issuance of the commission, been convicted of a misdemeanor offense, with the exception of minor traffic offenses; has not been convicted of a misdemeanor charge of domestic violence preventing the Officer from possessing a firearm in accordance with the Gun Control Act of 1968; and has not been the subject of a court order prohibiting him or her from possessing a firearm;
  - (4) Within the period immediately preceding the issuance of the commission, the Officer has passed his or her department's firearms qualifications and continues to be certified annually;
  - (5) A finding that the Officer is free of any physical, emotional, or mental condition which might adversely affect his or her performance as an Officer.
  - (6) The Officer meets State or Federal Peace Officer Standards and Training ("POST") requirements for certification as a bona fide full-time, part-time, or reserve peace officer and has written proof of such certification.
- C. Upon the approval of such application by the Nation, the Nation, as the Commissioning Agency, will issue commissions from the Nation to the selected Officers. The Nation's Chief of Police may allow the printing of commission cards to Officers of the City of Tulsa to be performed by the City of Tulsa.

**Section 8. Effective Date**

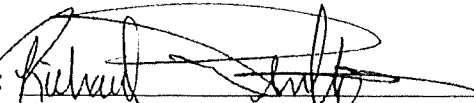
- A. This Agreement shall become effective on the last date of execution, after execution by all officials set forth on the following signature page.

**IN WITNESS WHEREOF**, the parties have approved this AGREEMENT and authorized the signatures below.

**FOR MUSCOGEE (CREEK) NATION**

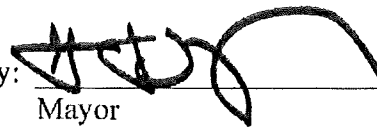
By:   
Attorney General  
Muscogee (Creek) Nation

Date: 3-3-21

By:   
Lighthorse Chief of Police

Date: 03-02-2021

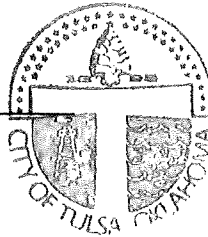
**FOR THE CITY OF TULSA, A municipal corporation**

By:   
Mayor

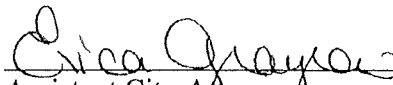
Date: MAR 10 2021

**ATTEST:**

  
City Clerk



**APPROVED:**

  
Assistant City Attorney