INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL SUBDIVISIONS OF THE STATE OF 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 either 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 Legislature of the State of Oklahoma has authorized the State and its political subdivisions to enter into cooperative agreements with the State and its political subdivisions, the federal government and Indian tribal governments in accordance with the Oklahoma Inter-local Cooperation Act, 74 O.S. §§ 1221 et seq. (1985); and

WHEREAS, it is in the best interest of the United States of America, the Muscogee (Creek) Nation, the State of Oklahoma, and political subdivisions of the State of Oklahoma, that the parties hereto declare and agree that each government and agency under this Agreement shall fully cooperate 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.

AGREEMENT

NOW, THEREFORE, the Muscogee (Creek) Nation, the United States Department of Interior by the through the Bureau of Indian Affairs, the County of Creek | Kiefer, and any other county or municipality which subsequently becomes a party hereto, do hereby enter into this Intergovernmental Cross-deputization Agreement (hereinafter "Agreement").

Section 1. Purpose

The Purposes of Agreement are to:

- (1.) Provide for the cross-deputization of Officers employed by the various governmental agencies which are or shall become parties hereto; and
- (2.) Authorize commissioned Officers to provide law enforcement services and make lawful arrest on or near Indian country within the geographic area of the Muscogee (Creek) Nation reservation; and
- (3.) Authorize commissioned Officers to react immediately to observed violations of the law and other emergency situations regardless of whether such occurrences violate the criminal statutes of the Muscogee (Creek) Nation, the United State, and/or the State of Oklahoma; and
- (4.) Provide for efficient, effective and cooperative law enforcement efforts on or near Indian country in the geographic area of the Muscogee Nation within the State of Oklahoma; and
- (5.) Eliminate the uncertainties which have caused reluctance among various law enforcement agencies to provide services on or near Indian country for fear of being subjected to tort or civil rights suits as a consequence of the good-faith errors of Officers making arrests or quelling disturbances in Indian country; and
- (6.) Provide comprehensive law enforcement protection to citizens of the State of Oklahoma and the Muscogee Nation whether they be on or off of Indian country within the geographic area of the Muscogee (Creek) Nation including but not limited to responding to observed violations of the law, effecting arrests, responding to calls for assistance, performing investigations and providing other assistance such as dispatching and detention.

Section 2. Definitions

- A. "Agency" wherever used herein shall mean the government, department, or political subdivision which is or subsequently becomes a party to this Agreement.
- B. "Agreement" wherever used herein shall mean this Intergovernmental Cross-deputization Agreement between the Bureau of Indian Affairs, the Muscogee (Creek) Nation, and signatory political divisions of the State of Oklahoma.
- C. "Applicant Agency" wherever used herein shall mean the agency requesting a commission of its Officers.
- D. "BIA" wherever used herein shall mean the Bureau of Indian Affairs.

- E. "Commissioning Agency" wherever used herein shall mean that 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 Muscogee (Creek) Nation as described in the Treaty of 1866, 14 Stat. 785.
- G. "Nation" wherever used herein shall refer to Muscogee (Creek) Nation.
- H. "Officer" wherever used herein shall mean law enforcement officers and criminal investigators.
- I. "State" OR "State Agency" wherever used herein shall mean Agency which is a political subdivision of the State of Oklahoma, including counties and municipalities, and may include the State of Oklahoma when and if it becomes a party to this Agreement.

Section 3. Addition of Parties: Termination of Earlier Agreements

- A. The BIA will initially enter into this Agreement with one or more of the following:
 - (1.) The Nation; and/or
 - (2.) A State Agency as defined by Section 2 (I) of this Agreement; provide that if the Nation is not yet a party to this Agreement, the BIA will notify the Nation by certified mail, return receipt requested, of its intent to negotiate and enter into this Agreement with a State Agency and offer the Nation an opportunity to consult with the BIA as required by 25 U.S.C. § 2804 (c) during which time the Nation may offer comments concerning the proposed Agreement.
- B. By entering into this Agreement, each party to this Agreement expressly authorizes any other political subdivisions of the State of Oklahoma, including the State of Oklahoma, to become a party to this Agreement after this Agreement goes into effect. The State of Oklahoma or other political subdivisions of the State of Oklahoma may become parties to this Agreement by executing addendum forms substantially similar to those attached hereto as Exhibits A, B or C.
- C. The subsequent addition of parties to this Agreement shall not require any separate or additional approval by existing parties and signatories to this Agreement. The parties hereby agree to extend the provisions of and to be

- mutually bound by this Agreement with each party to the Agreement, whether an original party or a new party.
- D. This Agreement, when effective as to a specific State Agency, shall replace and supersede any pre-existing intergovernmental cross-deputization agreement between said State Agency and the Nation, and when effective as between the BIA and Nation, shall replace and supersede any pre-existing government cross-deputization agreement between the BIA and the Nation. The parties shall take any steps necessary to formally terminate any such pre-existing agreement and to issue replacement commission of Officers commissioned under the pre-existing agreement.

Section 4. Term; Withdrawal; Amendments

- A. The initial term of this Agreement shall be for a period of two (2) years commencing on the Effective Date as provided in Section 15 hereof. Thereafter, this Agreement shall be automatically renewed for each party for successive one-year periods commencing on the anniversary of the Effective Date hereof unless prior to a renewal any party gives written notice to all other parties that the Agreement shall not be renewed as to the non-renewing party.
- B. Notwithstanding the foregoing, any Agency may withdraw as a party to this Agreement, with or without cause, upon giving the other parties sixty (60) days' within notice of intent to withdraw. Such notice shall be served by certified mail and shall be deemed served on the date the notice is deposited, postage prepaid, in the U.S. mail. Withdrawal from this Agreement by any Agency shall not terminate this Agreement as to Agencies which continue to be parties hereto.
- C. With the exception of the addition of Agencies to the Agreement, this Agreement shall not be amended unless such amendment is in writing and executed by each party hereto. It is expressly agreed by the parties to this Agreement without the requirement of approval by the existing parties hereto.

Section 5. <u>Coordination; Supervision; Status of Parties</u>

- A. No separate legal or administrative entity is created by this Agreement.
- B. The provisions of this Agreement shall be administered by a board comprised of the Chief of the Nation's Police Department, the District Commander of the Office of Law Enforcement Services of the BIA and the Chief Law Enforcement Officer of each State Agency which is or subsequently may become a party of this Agency.

C. Notwithstanding any other provision in this Agreement, the respective Commissioning Agencies of the Nation, State and BIA, including their agents, employees and insurers, shall not have any authority or right whatsoever to control in any manner the day to day discharge of the duties and/or activities of the Officers of the other Agencies who have been commissioned pursuant to this Agreement except when an Officer is acting under a commission issued under the authority of the Agreement, No provision of this Agreement shall impair of 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. Each Agency which is a party hereto may, in its discretion, issue special Law Enforcement Commissions to Law Enforcement Officers of the other Agencies which are to subsequently shall be parties hereto upon the application for such by the Applicant Agency. Such commissions issued hereunder shall be in writing and grant to the Officers the same Law Enforcement authority as that of Officers of the Commissioning Agency unless expressly limited by the terms if the commission.
- B. All Officers of the law enforcement Agencies which are or subsequently become parties of the Agreement shall not become automatically cross-deputized by virtue of the execution of this Agreement but must be commissioned on an individual basis, upon application by the Officer's employer Agency and approval of same by the Commissioning Agency.
- C. A commission granted by a Commissioning Agency to an Officer of another Agency pursuant to previously existing intergovernmental agreement authorizing the cross-deputization of Officers in effect on date of execution of this 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 (I) of this Agreement.

Section 7. <u>Qualifications for Commission; Commission Cards; Suspension or Revocation of Commission</u>

A. A commission shall not be granted by the BIA or State to any Officer of an Applicant Agency unless the Officer meets all of the prerequisites for appointment as an Officer as set forth in 40 IAM and the applicable portions of

the BIA Law Enforcement Handbook, as well as any other specific requirements of the BIA, which shall include the following minimum prerequisites:

- (1.) United State 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 semi-annually;
- (5.) A finding that the applicant 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 peace officer and has written proof of such certification.
- B. Upon the approval of such application by the BIA, the BIA, as the Commissioning Agency, will issue Deputy Special Officer ("DSO") commissions from the BIA to the selected Officer.
- C. A commission shall not be granted by the Muscogee (Creek) Nation unless an Officer meets with each of the six minimum prerequisites set forth in subsection A (1-6) of this section, and complies with any other specific requirements of the Muscogee (Creek) Nation.
- D. 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.
- E. Upon the approval of such application by the State Agency, the State Agency, as the Commissioning Agency, will issue commissions from the State Agency to the selected Officers.

- F. The Applicant Agency shall provide a National Crime Information Center background check on each Officer for whom a commission is requested in the application.
- G. The Commissioning Agency shall notify the Applicant Agency of the names of the Officers receiving commissions hereunder.
- H. Commission cards shall be issued to qualified Officers who are full-time employees of the Applicant Agency and who must agree in writing to return his or her commission card to the Commissioning Agency within ten (10) days following the occurrence of one or more of the following conditions:
 - (1.) The Officer terminates employment as a full-time Officer of the Agency for any reason; or
 - (2.) The Officer transfers to an area or jurisdiction outside of the jurisdiction area of the Nation in the case of the Nation's Officers or outside of the jurisdictional area of District 2, Law Enforcement Services, BIA, in the case of a BIA Officer, or in the case of a State Officer to an agency which is not party to this Agreement.
 - (3.) The Officer is suspended or terminated by his or her employing Agency for any reason; or
 - (4.) The Officer is indicted in state or federal court, or otherwise charged in tribal, federal or state court, with crime other than a minor traffic offense; or
 - (5.) The commission expires; or
 - (6.) This Agreement is terminated as to such Officer's Agency for any reason pursuant to Section 4 above; or
 - (7.) The commission is suspended or revoked pursuant to subsection J; or
 - (8.) If the Commissioning Agency ceases to have law enforcement powers under the law.
- I. The Commissioning Agency may at any time, with or without cause, suspend or revoke an Officer's commission for reasons solely within the Commissioning Agency's discretion. In such event:
 - (1.) The Commission Agency shall notify Officer's Agency in writing of the suspension or revocation and the reasons therefore, if any; and

- (2.) Within ten (10) days after such notification the receiving Agency shall return the commission card and any other evidence of the commission to the Commissioning Agency.
- J. The Commissioning Agency shall send written notice to the Applicant Agency if a commission is denied, suspended or revoked as provided herein with a reason stated therein. The decision of the Commissioning Agency to suspend a commission whether temporarily, indefinitely, or permanently shall be final. A commission hereunder shall carry no property right; rather, commissions issued pursuant to this Agreement shall be a privilege extended at the sole discretion of the Commissioning Agency, and may be modified, suspended, revoked at any time by the Commissioning Agency, in which event neither the Officer's Agency shall have any right of review or appeal.
- K. The BIA, the Nation and the State may independently or jointly evaluate the effectiveness of the use of the special law enforcement commissions provided for herein. The BIA, Nation and State shall cooperate in the investigation of any allegation that an Officer of the Nation, BIA or State commissioned pursuant to this Agreement exceeded the authority given to the Officer by the Commission.
- L. If an Officer's Agency possesses any information bearing on the Officer's fitness or eligibility to hold a commission issued hereunder, it shall immediately notify all other Commissioning Agencies.

Section 8. Scope of Powers Granted

- A. Officers of the BIA and State who receive commissions from the Nation shall have authority to respond to observed violation of the Nation's Criminal Code, and upon request by Officers of the Nation, investigate offenses and enforce the criminal laws enumerated in the Nation's Criminal Code and/or other criminal laws of the Nation.
- B. Officers from the Nation and the State who receive commissions from the BIA shall have authority to perform any activity authorized under 25 U.S.C. § 2803. Such Officers shall have the authority to assist the BIA and other federal law enforcement officials in the prevention, detection, and investigation of any federal offense committed within the Nation's Indian country. Such authority shall include the following activities: conducting preliminary investigations, reporting potential crimes, apprehending alleged offenders, detaining and delivering alleged offenders to appropriate authorities, securing crime scenes, contacting appropriate authorities, assisting any federal, tribal, state, or local law enforcement agency upon request, and notifying the Criminal Investigator of the BIA and the Federal Bureau of Investigation of activities relating to the enforcement of such federal laws and regulations. Officers of any other federally recognized tribe who have

entered into cross-deputization agreement with the BIA and who have received commissions from the BIA pursuant to their agreement shall have the authority to perform all federal law enforcement activities described in this sub-section within the Nation's jurisdiction, provided the Nation has consented to the assistance of such tribal officers by way of duly enacted ordinance or tribal resolution and has notified the BIA of such consent in writing.

- C. Officers if the Nation and the BIA who receive commissions from the State shall have authority to react to observed violations of the State's criminal laws, and upon request by Officer's of a State Agency, investigate offenses and enforce the criminal laws enumerated in the Oklahoma Statutes and/or other laws of the State.
- D. The parties hereto acknowledge the applicability of Muscogee, federal and state laws in Indian country may depend on whether the suspect or victim is an Indian person and that state laws have been generally held to be inapplicable to Indians in Indian country. Furthermore, the parties agree that nothing in this Agreement shall make any law applicable to a certain person or to certain conduct where it would not otherwise be applicable. Accordingly, the purpose of this Agreement is to vest cross-deputized or commissioned Officers with authority to enforce only the applicable law(s).
- E. The Agencies which are or which subsequently become parties hereto agree to cooperate and share criminal information among themselves to the extent authorized by law.
- F. Nothing herein shall alter or convey any judicial jurisdictional, including the authority to issue warrants for arrest or search and seizure or to issue service of process. Similarly, nothing herein is intended to impair, limit or diminish that status of any Agency or the sovereignty of any government of which such Agencies are a part.

Section 9. Arrest Procedure and Facilities; Transportation; Medical Treatment

A. After lawful arrest by an Officer commissioned pursuant to this Agreement, the prisoner shall be turned over to a responsible official of the United States, the BIA, the State or the Nation for purposes of detention and processing as provided by agreement. Prisoners arrested under federal authority shall be detained in a facility administrator unless otherwise provided by agreement. Prisoners arrested under federal authority shall be detained in a facility approved by the BIA for said prisoners. The Nation and any State Agency may enter into a written agreement for the detention of any Indian prisoners in custody for violation of the Nation's criminal laws.

- B. The official determination of the correct jurisdictional authority for purposes of prosecution shall be made by the United States Attorney, a Bureau of Indian Affairs Court of Indian Offenses prosecutor, a State prosecutor, and/or the Nation's Attorney General. Any necessary transfer of custody of the prisoner resulting from such determination shall be made at the earliest applicable time. All evidence and investigatory reports and products shall be turned over to the proper prosecuting authority at the earliest practicable time. The prisoner shall be taken before a judge of the appropriate jurisdiction within forty-eight hours after the time of arrest.
- C. In the event that an Indian prisoner is arrested by an Officer of a State Agency exercising his authority under a commission from the Nation of BIA and requires medical treatment, the Officers of said Agency shall have the power and authority to transport such prisoner to the nearest Indian Health Service or Muscogee (Creek) Nation health care facility to avoid any significant medical expenses.
- D. In cases of extreme emergency where it is not feasible or practicable to take the Indian prisoner to an HIS or tribal facility, the Indian prisoner may be treated at the appropriate local, federal or state health care facilities as emergency needs dictate. In such emergency cases, a sick or disabled Indian, or an individual or agency acting on behalf of the Indian, or the medical care provider shall, within 72 hours after the beginning of the treatment for the condition or after admission to a health care facility, notify the nearest HIS facility if the fact of the admission or treatment together with information necessary to determine the relative medical need for the services and the eligibility of the Indian prisoner for the services.
- E. In the event it becomes necessary to provide guard security for an Indian prisoner subject to federal or tribal court jurisdiction at a health facility or any place other than jail facilities, Officers of the BIA and the Nation shall have the power and authority to provide such service.
- F. In the event of an emergency mental or psychiatric condition arises with an Indian prisoner who has been arrested by a State Officer under a commission issued pursuant to this Agreement, the Officers of the BIA and the Nation shall have the power and authority to immediately take custody of said prisoner for appropriate action pursuant to applicable law.

Section 10. Orientation, Technical Assistance and Training

A. Each party is responsible for providing to its full-time Officers a thorough orientation regarding the authority conferred by a commission issued pursuant to this Agreement.

- B. The Nation, BIA and State shall ensure that each of its Officers is qualified in the field of law enforcement and is well trained on and knowledgeable of arrest procedures, rules of evidence, crime scene search, preservation of evidence, writing reports, testifying in court and related police and detention functions.
- C. The Chief of the Nation's police department, the District Commander of the Office of Law Enforcement Services of the BIA and the chief law enforcement officer of each State Agency shall determine what other training or technical assistance is or may be required for commissioned Officers, particularly in the areas if jurisdiction and tribal, federal and state criminal laws and procedures.
- D. The BIA may provide technical assistance and assist in providing in-house training to Officers of the Nation, administrative personnel and others, depending upon the availability of resources.

Section 11. Property

No real or personal property is to be acquired or held under this Agreement. When personal property is loaned from one Agency to another Agency it shall be returned as soon as possible upon request of the owner-Agency.

Section 12. Reimbursement

Activities of the parties will be financed by the primary Agency of each of the commissioned Officers except as expressly provided herein, or pursuant to a subsequent agreement for which a particular assignment is executed.

Section 13. Conduct

Each Officer who is issued a commission pursuant to this Agreement shall follow the law enforcement code of conduct prescribed by the Commissioning Agency. The code will establish specific guidelines concerning conflicts of interest, employee conduct both on and off duty, impartiality and thoroughness in performance of duty, and acceptance of gifts or favors. Each Officer will acknowledge in writing that he or she has received and understand the code of conduct. The acknowledgement will remain in the file with the employing Agency as long as the Officer is employed with the Agency. Additionally, each Agency is responsible to see that training will be conducted in the code of conduct and ethics issues at least once a year in accordance with 25 CFR § 12.51 or corollary state or local requirements.

Section 14 <u>Liabilities and Immunities</u>

- A. Officers of the Nation or State holding a commission from the BIA while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded by applicable tribal, federal and state laws, and by the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, including coverage under the Federal Tort Claims Act or other applicable Federal law. Officers of the BIA or State holding a commission from the Nation while performing any official act in Indian country under authority of said commission shall be afforded all protection afforded all protection afforded by applicable tribal, federal and state law. Officers of the Nation or BIA holding a commission from the State while performing any official act in the State under authority of said commission shall be afforded all protections afforded by applicable tribal, federal and state laws.
- B. It is understood and agreed that the Nation, the BIA and the State, their agents, employees and insurers (if any), do not, by virtue of this Agreement, assume any responsibility or liability for the action of Officers commissioned pursuant to this Agreement which are performed outside the scope of authority granted by the commission under which they are acting. Each Agency agrees to be responsible for any and all employer obligations to its own Officers regardless of whether the Officer is acting on behalf of his or her employer-Agency or under a commission issued to him or her by another Agency pursuant to this Agreement. By way of example, and not limitation, these employer obligations include salary, taxes, workers compensation insurance, liability insurance, disability, insurance and retirement benefits. In no event shall a Commission Agency be responsible for another Agency's obligations as an employer to its own employee Officers.
- C. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement Officers, including without limitation the defense of qualified immunity afforded under tribal, federal and/or state law.
- D. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity.

Section 15. 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 pages.

	В.	With respect to Agencies which become parties hereto subsequent to the Effective Date set forth above, this Agreement shall become effective as to such subsequent Agencies on the date of execution of an Addendum to this Agreement by the appropriate officials of any such Agency.
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ADDENDUM

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

The City of <u>Boley</u> , Oklahoma, hereby to be mutually bound by the terms of the Intergovernment Agreement Between the United States, the Muscogee (Creek Subdivisions of the of the State of Oklahoma pursuant to Section Effective this <u>Hh</u> day of <u>October</u> , 20) Nation, and Political 3 of said Agreement.
Approved:	
Trancis M. Sholton Chair, City Council City of Boley	<u>10/4/17</u> Date
Approved:	
Hennetts Kuhr City Attorney (Judge)	16/4/17 Date
Approved:	
Richard B. Hammett Chief of Police/City Marshall City of Boley	/3/4/17 Date
ADDIE MILLER addee In Eller	Astary

State of Oklahoma

Commission # 01018428 Expires 11/29/17

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:	
Attorney General Muscogee (Creek) Nation	10/16/17 Date
Approved:	
Lighthorse Chief of Police	10/06/2017 Date
Approved:	
Chairman Muscogee Nation Lighthorse Commission	Date
tasha Hinslaw 10/14/17	
Dires: 8/13/2020 TASHA HINSHAW Notary Publish is and for the State of Oktohoma	
SEAL State of Ckiehoma Commission #12007627 My Commission expires 8/13/2020	

ADDENDUM

The City of <u>Bristow</u> , Oklahoma to be mutually bound by the terms of the Intergov Agreement Between the United States, the Muscogee Subdivisions of the of the State of Oklahoma pursuant to S	vernmental Cross-Deputization (Creek) Nation, and Political Section 3 of said Agreement.
Effective this 3 day of March	, 20/&
Approved:	3-2-2016
Chair, City Council City of Brestow	Date
Approved:	<u>.</u>
City Attorney/Judge	3/3/2016 Date
Approved:	
J. Wayer William	3/3/2016
Chief of Police/City Marshall	Date

JUL 2 1 2006

EXHIBIT B

UKLANUMA SECHETAHY OF STATE

ADDENDUM.

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL SUBDIVIONS OF THE STATE OF OKLAHOMA

the United States, the Muscogee (Creek) Nation Oklahoma pursuant to Section 3 of said Agreem	and Political Subdivisions of the State of
Effective this 13 day of July	ZOOG THEN ARROS
Approved:	SEAL F
	- Count in Count
Chair, City Council City of Broken Arraw	7/3/66 Date
Approved:	Attest: Surge C. Laguerd July 3, 2006
aprils famil	
CitylAttorney	Date
Chief of Police/City Marshall City of Span Anna	6-29-06 Date

RECEIVED

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TRIBAL ADDENDUM ADDITION OF TRIBE TO **DEPUTATION AGREEMENT** FOR LAW ENFORCEMENT IN THE

CHOCTAW NATION of OKLAHOMA TRIBE [NATION]

The undersigned Tribe of	Muscogee (Creek)	Nation Choc	hereby joins into the taw Nation Tribe
[Nation], effective on Novem	her 28	,20 <u>06</u>	
MADO.	خلند		11-28-06
A D Ellis Principal Chief		D	ate

Muscogee (Creek) Nation

ADDENDUM

The City of DEPEW, Oklahor to be mutually bound by the terms of the Intergo Agreement Between the United States, the Muscoger Subdivisions of the of the State of Oklahoma pursuant to	e (Creek) Nation, and Political
Effective this 27 day of SEPTEMBELL	, 20_17_
Approved:	
Chair, City Council City of	9-27-17 Date
Approved:	9/27/107
City Arterney/Judge	Date /
Approved:	
Chief of Police/City Marshall (City of DEPEW	9-27-17 Date
Oily of	

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:	
Attorney General Muscogee (Creek) Nation	10/16/17 Date
Approved: Approved: Approved: Lighthorse Chief of Police	09/27/17 Date
Approved:	Date
Chairman Muscogee Nation Lighthorse Commission Tash Hills Hills Commission Expires: 8/13/2020 Commission #: 12007627	TASHA HINSHAW Notary Public in and for the State of Oklahoma Commission #2007627 My Commission expires 8/13/2020

ADDENDUM

The City of	vernmental Cross-Deputization (Creek) Nation, and Political Section 3 of said Agreement.
May or complete	, 20_10_
Approved:	
Chair, City Council City of () (war)	5-19-10 Date
Approved:	
City Attorney/Judge	S/10/16 Date
Approved:	
Chief of Police/City Marshall City of Dewan	04-21-16 Date

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:	
Attorney General Muscogee (Creek) Nation	<u>06/01/16</u> Date
Approved:	
Robert L. Hawkin Lighthorse Chief of Police	05/20/2016 Date
Approved:	
Chairman Muscogee Nation Lighthorse Commission	Date

EXHIBIT B

MAR 13 2003

OF STATE

ADDENDUM.

The City ofEuf mutually bound by the terms the United States, the Musco Oklahoma pursuant to Section	con (Chan	1-1 37 41	or Cross-nebut	ters into	and agrees to Agreement B	o ha
Effective this 3rd	_day of	March		2003	•	
Approved:						•.
Chair, City Council City of Eufaula			3-3~(Date	03		
Approved:			•			
City Attorney	•		3-3-0 Date	3		
hief of Police/City Marshall City of Eufaula	d	. · -	3-3-0 Date	<u>3</u>		

ADDENDUM

The City of Holdenville, Oklahor to be mutually bound by the terms of the Intergor Agreement Between the United States, the Muscoger Subdivisions of the of the State of Oklahoma pursuant to Effective this day of March	overnmental Cross-Deputization e (Creek) Nation, and Political Section 3 of said Agreement.
Approved:	·
Devaly Rosque Chair, City Conneil City of Holdenville	<u>3-1-16</u> Date
Approved:	3/1/1Ce
City Attorney/Judge	Date
Approved:	, ,
Chief of Police/City Marshall City of Howenville	<u>D3/01/2016</u> Date

EXHIBIT A

ADDENDUM	
CARCLYN PREBLE ABOUT OF CONTROL SUBDIVISIONS OF THE STATE OF OKLAHOMA HEGING REDOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETW THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICA SUBDIVISIONS OF THE STATE OF OKLAHOMA	EEN
The County of Hughes, Oklahoma, hereby enters into grees to be mutually bound by the terms of the Intergovernmental Cross-Deputizagreement Between the United States, the Muscogee (Creek) Nation, and Polaubdivisions of the of the State of Oklahoma pursuant to Section 3 of said Agreement Effective this Hay of H	ation litica
approved:	
hairman, Board of County Commissioners, Hughe's County)
pproved:	
Ssistant District Attorney Date 7/27/17	
pproved:	
May No May 2000 6/25/17	i

Date

SIGNATURE PAGE FOR THE MUSCOGEE (CREEK) NATION

7017 JUL 27 AM 9:53 INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE CAROLYN PREBLETATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL COUNTY CLERK SUBDIVISIONS OF THE STATE OF OKLAHOMA HUGHES COUNTY

Approved:	
Attorney General Muscogee (Creek) Nation	06/27/2017 Date
Approved:	
Lighthorse Chief of Police	06/27/2017 Date
Approved:	
	Deta
Chairman Muscogee Nation Lighthorse Commission	Date
· · ·	# 16000344 EXP. 1-11-2020 IN AND FOR SEE COMMINISTRATION EXP. 1-11-2020 EXP. 1-11-2020 EXP. 1-11-2020 EXP. 1-11-2020 EXP. 1-11-2020 EXP. 1-11-2020
Barbara Jands	June 27, 2017
16000 344 Commission #	Exp: 1-11-2020
Commission #	

EXHIBIT B

MAR 1 3 2003

ADDENDUM.

OKLANUMA SECHEIAHY OF STATE

Λ Λ	
The City of,Ok	lahoma, hereby enters into and agrees to be
	Denral (wood danskingt)
and a many a mice to transcoke (Creek) to HILLON	BUG POHUCAL Subdivisions of the Cute of
Original bringing to people 2 21 asig Wilcom	ent.
Effective this day of	uch 2003.
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Approved:	
rippiorea.	
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Margar 1	2 12 02
	_510-03
Chair, City Coundil City of Ind A	Date
City of TindA	
·	•
Approved:	
,	
	•
Ton	7 10 07
City Attorney	3-10-03
	Date
to a Kel touth	2 10 00
Chief of Police/City Marshall	2-10-05
City of Thola	Date

ADDENDUM

The City of, Oklahoma, to be mutually bound by the terms of the Intergove Agreement Between the United States, the Muscogee (Subdivisions of the of the State of Oklahoma pursuant to Set day of	ction 3 of said Agreement.
Approved:	
Lerry M. Keely admin. Chair, City Council City of Kellyville	10/13/17 Date
Approved: City Attorney Judge	10 - 20 - 7017 Date
Approved: Chief of Police/City Marshall City of Kellyville	10-13-17 Date

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:	
Attorney General Muscogee (Creek) Nation	10-19- 2 617 Date
Approved:	
Lighthorse Chief of Police	10-10-2017 Date
Approved:	
Chairman Muscogee Nation Lighthorse Commission	Date

ADDENDUM

The City of \(\frac{1}{\frac{1}{2}\frac{1}{2}}\), Oklahoma, hereby enters in to be mutually bound by the terms of the Intergovernmental Cross-Agreement Between the United States, the Muscogee (Creek) Nation, Subdivisions of the of the State of Oklahoma pursuant to Section 3 of said A	-Deputization and Political
Subdivisions of the of the state of Oktahoma pursuant to Section 3 of said A	
Effective this 17 day of Dugust, 20 17	
Approved:	,
Chair, City Council City of Kiefer Date	6-17
Approved:	
City Attorney/Judge Date	16/17
Approved:	
Chief of Police/City Marshall City of KIFFER Date	'-201 <u>11</u>

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:	
Attorney General Muscogee (Creek) Nation	09-25-17 Date
Approved:	
Lighthorse Chief of Police	<i>08-16-2017</i> Date
Approved:	
Chairman Muscogee Nation Lighthorse Commission	Date

Signed and sworn before me this date of September 26, 2017.

Drillen Riley,



EXHIBIT A

ADDENDUM

	The County of Me Intersection of the Intersection of the Intersection of the United States, the Muscogee (Creek) Oklahoma pursuant to Section 3 said Agr	Nation, and Po	TITEU-/TAMITTIMAN A.	
	Effective this <u>26</u> day of	June		•
	Approved:			
	Chairman, Board of County Commissioners, Mc Introsh County		<u>6-26-00</u> Date	
	Approved:			• .
Aso,	District Attorney		6.1.00 Date	
	Sheriff, Mc Article Count	 Cy	<u>6-26-00</u> Date	

ADDENDUM

The City of	Nation, and Political 3 of said Agreement.
Approved:	
Chair, City Council City of Moreles	4/11/16 Date
Approved:	
City Attorney/Judge	4/13/2016. Date
A mmorradi	
Approved: Chief of Police/City Marshall City of WOrr S	<u>04-11-7016</u> Date

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:	
Attorney General Muscogee (Creek) Nation	4-28-16 Date
Approved:	
Robert L. Hawking Lighthorse Chief of Police	04/28/16 Date
Approved:	
Chairman Muscogee Nation Lighthorse Commission	Date

ADDENDUM

The City of) Nation, and Political 3 of said Agreement.
Approved:	
Chair, City Council City of	Jan 10, 2017 Date
Approved:	
City Attorney/Judge	<i>Jan 10, 2017</i> Date
Approved:	Jan 10, 2017
Chief of Police/City Marshall	Date

INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION, AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

Approved:	
Attorney General Muscogee (Creek) Nation	02/06/17 Date
Approved:	
Robert L. Hombiro Lighthorse Chief of Police	$\frac{01/27/2017}{\text{Date}}$
Approved:	·
Chairman Muscogee Nation Lighthorse Commission	Date

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i-04A-002531 Book 3326 Pg 11 11/18/200410.54 am Pg 0011-0011 Fee: \$ 13.00 Doc: \$ 0.00 Karen Anderson - Muskogee County Clerk State of Oklahoma EXHIBIT B

OCT 06 2004 OKLAHOMASECRETARY OF STATE

ADDENDUM.

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL SUBDIVIONS OF THE STATE OF OKLAHOMA

					OF ORLA	HUMLA
	The City of		.governmentat C Nation and Pol			
	Effective this	13th day of	Septembe	r ·	2004.	
Аррг	roved:		•			
Chair	City Council City of Muskon	1 Suns		9-13-0 Date	14 00EE	N. Co.
Appro	ved:				0	\$7.5 · O
City A	zy (Villes Horsky (Asst.)	m	- 	9/20/0 Date	4	
Curci o	f Police/City Mars City of Muskoge	ńali	_	9:30:09 Date		

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OKLAHOMA SECRETARY
OF STATE

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ADDENDUM

DEC 2 1 2005 OKLAHOMA SECREIANT

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

The City of Okemah, Oklahoma, hereby enters into and agrees to be mutually bound by the terms of the Intergovernmental Cross-deputization Agreement Between the United States, the Muscogee (Creek) Nation and Political Subdivision of the State of Oklahoma pursuant to Section 3 of said Agreement.

Effective this 12th day of December, 2005.

Approved:	
Luna Durnett	12.12-05
Luna Burnett, Chair, City Council	Date
City of Okemah	
Approved:	
1/ we offer	12-15-05
Bruce Coker, City Attorney	Date
MART	12-15-05
Ed Smith Jr., Chief of Police	Date
City of Okemah	

ADDENDUM

The City of Okemoh, Oklahoma, he to be mutually bound by the terms of the Intergovernr Agreement Between the United States, the Muscogee (Creek, 1988).	reby enters into and agrees nental Cross-Deputization eek) Nation, and Political
Subdivisions of the of the State of Oklahoma pursuant to Section	on 3 of said Agreement.
Effective this 14th day of March,	20 <u>/6</u>
Approved:	
Chair, City Council City of Okemah	3-14-16 Date
Approved:	
Sull G. Coh. City Attorney/Kidge	3//4/2016 Date
Approved:	
MANI.	03/14/2016
Chief of Police/City Marshall	Date '/
City of Manal	

Approved:	
Attorney General Muscogee (Creek) Nation	4-28-16 Date
Approved: Most L. Hawking Lighthorse Chief of Police	04-28-16 Date
Approved:	
Chairman Muscogee Nation Lighthorse Commission	Date

ADDENDUM

The County of OKTUSKEE, Oklahoma, hereby enters into mutually bound by the terms of the Intergovernmental Cross-Deputization Ag the United States, the Muscogee (Creek) Nation, and Political Sub-divisions of Oklahoma pursuant to Section 3 of said Agreement. Effective this 19 day of 1000, 2017	o and agrees to be greement between of the State of
Approved: Buck State St	<u>6-19-17</u> Date
Approved:	6-21-17
Assi District Attorney	Date
Approved: County Sheriff County of Oktuskee	<u>L-19-11</u> Date

Approved:	
Attorney General Muscogee (Creek) Nation	06/30/17 Date
Approved: Approved: Approved:	06/22/17 Date
Chairman Muscogee Nation Lighthorse Commission	Date
Bartara Dands Notan 16000344 Commission Number Commission Number Commission Number	1-11-2020 Expires

FILED

ADDENDUM.

JUL 2 4 2002

OKLAHOMA SECHEIMA ! OF STATE

The City of Ok mutually bound by the terms the United States, the Muscos Oklahoma pursuant to Section	of the Intergovernm see (Creek) Nation a	nd Political Subdivision	Agreement Between
Effective this 9th	day of July	2002	
			•
Approved:	٠		
(SON HOLDY.		7-9-02	
Chair, City Council City of Okmulgee		Date	
A J.			
Approved:			
City Attorney		7/10/02 Date	
511~		· · · · · · · · · · · · · · · · · · ·	
Chief of Police/City Marshall City of Okmulgee		7-//-02 Date	



MAR 1 3 2003

QKLAHUMA OLUMENUM. OF STATE

EXHIBIT B

ADDENDUM.

POLITICAL SUBL	DIVIONS OF THE STATI	E OF OKLAHOMA	•
The City of Julian mutually bound by the terms of the Inte			
the United States, the Muscogee (Creek	c) Nation and Political Subo		
Oklahoma pursuant to Section 3 of said	•		
Effective this3 ^{ld} _day of	March	<u>, 2003</u> .	•
			•
Approved:			
$\mathcal{D}_{i} = \mathcal{D}_{i}$	·	•	
Blin Telyle	3.2.2	003.	
Chair, City Council City of Sag Lpa	Date Atlest Shirle	\mathcal{O}	
	. Mest Shirle	Ha b	
Approved:	uly	Car	
dikulu	3/3	(0)	
City Attorney	Date		•
11/10			
This spall of the North II		3-03	
Chief of Police/City Marshall	Date		

ADDENDUM

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

The City of Tulsa, Oklahoma, hereby enters into and agrees to be mutually bound by the terms of the Intergovernmental Cross-deputization Agreement between the United States, the Muscogee (Creek) Nation and Political Subdivisions of the State of Oklahoma pursuant to Section 3 of said Agreement.

	Effective this		JAN ! 8 2006	, 200 6
J	Approved (Issue Insurance Chairman, City Council City of Tulsa			JAN 1 2 2008 Date
	Approved: City Attorney City of Tulsa	-		11/3/05 Date
	Approved: Chief of Police	-		11/28/05 Date

City of Tulsa

EXHIBIT A

ADDENDUM

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA

The County of Wacynes, Oklahoma, hereby enters into and agrees to be mutually bound by the terms of the Intergovernmental Cross-Deputization Agreement Between the United States, the Muscogee (Creek) Nation, and Political Subdivisions of the State of Oklahoma pursuant to Section 3 said Agreement.
Effective this 31 day of October, 2005
Approved: Chairman, Board of County Commissioners, Wacyner County Approved:
Assistant District Attorney Date
Sheriff, Wasana County Date

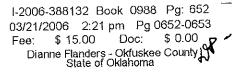
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OF STATE





FILED

FEB 1 7 2006

OKLAHOMA SECRETARY
OF STATE

ADDENDUM.

ADDITION OF POLITICAL SUBDIVISIONS OF THE STATE OF OKLAHOMA TO THE INTERGOVERNMENTAL CROSS-DEPUTIZATION AGREEMENT BETWEEN THE UNITED STATES, THE MUSCOGEE (CREEK) NATION AND POLITICAL SUBDIVIONS OF THE STATE OF OKLAHOMA

The City of UE (E) Color Oklaimutually bound by the terms of the Intergovernmenthe United States, the Muscogee (Creek) Nation and Oklaimus and Aller Oklaimus and All	nd Political Subdivision	
Oklahoma pursuant to Section 3 of said Agreement Effective thisday of	t.	6
Approved:		
Chair/City Council City of 10/16 4/6	12 - 31-0) Date	
Approved:		:
City Attorney Julye	<u> 1-5-06</u> Date	
Windell Cityle Chief of Police/City Marshall	<u>10-25-05</u>	RECEIVED FEB 1 7 2006 OKLAHOMA SECRETARY
City of 11) E/EE/160	Date	OF STATE

Sworn and subscribed before me this January 5, 2006. My Commission Expires 7-19-09

(llucia Dygnis Alveda Diggijas, Clerk/Treasuer



ADDENDUM

The City of Wetunka, Oklahoma, to be mutually bound by the terms of the Intergove Agreement Between the United States, the Muscogee (Subdivisions of the of the State of Oklahoma pursuant to Se	Creek) Nation, and Political action 3 of said Agreement.
Effective this 23rd day of March	_, 20_/6_
Approved:	
S. WETU A M'C	3-23-16 Date
SEATING City Council City of Wetunka Pat Brigg, Cety Clerk	
Approved:	
City Attorney/Judge	3-23-16 Date
Approved:	
Chief of PolicotCity Marshall City of Wetwike	9-4-16 Date

Attorney General Muscogee (Creek) Nation 4-28-16 Date	
	,
Approved:	
West L. Hawkins Lighthorse Chief of Police 04/28/16 Date	Mary or and all
Approved:	
Dete	÷
Chairman Date Muscogee Nation Lighthorse Commission	

ADDENDUM

The City of COC, Oklahoma, how to be mutually bound by the terms of the Intergovern Agreement Between the United States, the Muscogee (C. Subdivisions of the of the State of Oklahoma pursuant to Sect Effective this 15 day of December.	reek) Nation, and Political tion 3 of said Agreement.
Approved:	,
Chair, City Council City of	12-15-2016 Date
Approved: Mens Allande City Attorney/Judge	<u>12 - 15 - 2016</u> Date
Approved: M. Menalle Chief of Police/City Marshall City of Wewolch	#2/15/2016 Date

Approved:	•
Attorney General Muscogee (Creek) Nation	02/06/17 Date
Approved: Robert L. Hawkins Lighthorse Chief of Police	<u>01/27/2017</u> Date
Approved:	
Chairman Muscogee Nation Lighthorse Commission	Date