

INTERGOVERNMENTAL CO-OPERATIVE AGREEMENT

That this agreement is entered into this _____ day of _____, by and between the Wyandotte Tribe of Oklahoma, a sovereign Indian Nation, and The City of Fairland, Ottawa County, State of Oklahoma.

WITNESSETH:

INTRODUCTORY PROVISIONS

- 1) That the Wyandotte Tribe of Oklahoma (“Tribe”), acting through its Business Committee, and The City of Fairland, Oklahoma (“Fairland”), acting through its police chief and city council, hereby enter into the following cooperative agreement for the purpose of providing better and more efficient law enforcement services for all persons and taxpayers within Fairland, Oklahoma, and the Wyandotte Tribe of Oklahoma Indian country.
- 2) That the parties have determined that a cooperative effort to provide law enforcement services is in the best interests of the taxpayers and residents of their respective jurisdictions, whether Indian or non-Indian, because available resources can be shared and duplication of services can be avoided. Both parties agree that their cooperation under this agreement is intended to provide better law enforcement services to, and sound fiscal management of available resources for, their respective citizens and taxpayers.

PROVISIONS RELATING TO LAW ENFORCEMENT OFFICERS

- 3) That the Fairland Police Department agrees to issue Police or Reserve Commissions, as may be determined appropriate by the Fairland Police Chief, to all Tribal Police Officers, and the Tribe agrees that its qualified commission law enforcement officers will receive such commissions. Such officers shall be referred to herein as “Cross-Commissioned Officers.”
- 4) The Tribe agrees to issue Special Tribal Police Officer Commissions to all commissioned officers of the Fairland Police Chief’s Office who are on regular, active duty and who are otherwise qualified to receive said commissions by reason of their training and experience, and the Fairland Police Chief’s Office agrees that qualified commissioned law officers shall be referred herein as “Cross-Commissioned Officers.”
- 5) In the event that either party does not wish to issue a commission to any particular officer employed by the other party, the parties agree that the Tribal Police Chief and the Fairland Police Chief will negotiate, to arrive at a mutually satisfactory resolution of the situation.
- 6) Each party agrees that its respective enforcement officers will provide all aid and assistance possible to the law enforcement officers of the other party, including reinforcement or “back-

up” assistance and immediate response to crises situations so that the nearest available office, whether Fairland’s office or Tribal office, may respond as promptly as possible in situations where human life or property is apparently endangered irrespective of primary service jurisdiction. Such assistance shall be freely requested and responded to in keeping with the intent of this agreement to better protect innocent lives and property, to better provide law enforcement services for all persons, and to apprehend violations of the law.

- 7) The parties mutually agree that insofar as their respective jurisdictional areas with the City of Fairland are “Checker-Board” and their officers must necessarily pass through the other’s jurisdiction in the performance of their respective duties, that such aid and assistance as may be necessary will be rendered by cross-commissioned officers of each law enforcement agency to officers of the other in the general performance of their respective duties, and that cross-commissioned officers of one jurisdiction or for who an appropriate arrest warrant has been issued to hold such person for delivery to a regular officer of the other jurisdiction as soon as may be reasonably practical under the circumstances.
- 8) Each party agrees that when a cross-commissioned officer of its party provides aid or assistance to the other party, the cross-commissioned officer will be under the general supervision of the ranking regular officer in charge of said other party while actively involved in providing such assistance and that the ranking officer of the party within whose territorial jurisdiction an incident has occurred shall have the responsibility to supervise and direct the crime scene investigation and other activities with due regard for the expertise of all law enforcement officers which may be present or otherwise involved.
- 9) Each party agrees that it will cause its officers to make and file reports and other documents with the appropriate officials of the other jurisdiction when such officer has knowledge of the facts to be reported and such reports are needed by the other jurisdiction for the purpose of law enforcement, record-keeping, or prosecution of criminal offenders. The parties further agree that they will freely allow and cause their officers to appear and give their testimony in the court of the other party for the prosecution of offenses to which the office has knowledge.
- 10) The parties mutually agree that the officers of the parties may attend internal or “in-house” law enforcement training programs conducted by either party with the consent of their commanding officer and the party conducting such training in order to familiarize themselves with the internal procedures, specialized law enforcement equipment, laws, and other pertinent matters relating to law enforcement within the jurisdiction of each party.
- 11) Each party mutually agrees to provide the other party notice of changes in their operational policies, guidelines, and important changes in the law of their respective jurisdictions in order to facilitate communication and prevent unnecessary misunderstanding between law enforcement officers in the field. Further, the parties agree to notify each of their “in-house” training programs which are available for all officers to attend.

- 12)** Each party agrees to be responsible for any and all employer obligations to their own employees regardless of whether the employee is working directly for the employer or in a cross-deputization capacity. By way of example, not limitation, these obligations include salary, taxes, workers' compensation insurance, liability insurance, disability insurance, and retirement benefits. In no event shall a party be responsible for the other party's obligations as an employer to their employee.
- 13)** This agreement shall continue in full force and effect for a period of one year from the date hereof and thereafter unless cancelled by one party with written notice to the other party. This agreement may be amended at any time in writing, and parties agree to use their best efforts to negotiate any differences which may arise hereunder to the end that the public will be provided with the best law enforcement services possible through the joint efforts of both parties.

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

Fairland City Council

Wyandotte Tribe of Oklahoma
