

**RESOLUTION NO. TR040913**

**A RESOLUTION OF THE TOWN OF ROLAND, OKLAHOMA TO PROVIDE  
LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR VOLUNTARY  
COOPERATION AND OPERATION ASSISTANCE WITH SEQUOYAH  
COUNTY SHERIFF DEPARTMENT**

**BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF  
ROLAND, OKLAHOMA**

WHEREAS, it is the responsibility of the governments of Sequoyah County, Oklahoma, and the Town of Roland to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Sequoyah County Sheriff Department of the Town of Roland; and

WHEREAS, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Sequoyah and the Town of Roland; and

WHEREAS, Sequoyah County and the Town of Roland have the authority to enter into as agreement under State Statute 74 O.S. 2001, Sections 1003, 1004, 1005, and 1221 as amended by Section 2 Chapter 485, O.S.L. 2022, the Oklahoma Interlocal Cooperation act.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ROLAND, OKLAHOMA THAT the Town of Roland, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the LAW ENFORCEMENT MUTAL AID AGREEMENT FOR VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE dated April 09, 2013.

PASSED, APPROVED AND ADOPTED this 9<sup>th</sup> day of April, 2013.

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MONTY LENINGTON, JR., MAYOR

ATTEST:

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CINDY BARKER, TOWN CLERK

**LAW ENFORCEMENT MUTUAL AID AGREEMENT  
FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE**

**WHEREAS**, it is the responsibility of the governments of Sequoyah County, Oklahoma, and the subscribing law enforcement agencies to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the Sequoyah County Sheriff Department or the subscribing law enforcement agencies; and

**WHEREAS**, in order to ensure that preparation of these law enforcement agencies will be adequate to address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the County of Sequoyah and the participating Sequoyah County municipalities; and

**WHEREAS**, Sequoyah County and the subscribing law enforcement agencies have the authority to enter into an agreement under State Statute 74 O.S. 2001, Sections 1003, 1004, 1005, and 1221 as amended by Section 2 Chapter 485, O.S.L. 2002, the Oklahoma Interlocal Cooperation Act;

**NOW, THEREFORE, BE IT KNOWN** that Sequoyah County, a political subdivision of the State of Oklahoma, and the undersigned municipal political subdivisions of the State of Oklahoma, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Short title: Mutual Aid Agreement.

2. The Sheriff of Sequoyah County shall be the Administrator of this Agreement.
3. Description: Since the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and law enforcement intensive situations, this Mutual Aid Agreement combines the elements of both a voluntary cooperation agreement and a requested operational assistance agreement.
4. Definitions:
  - a. Chief Executive Official: Chairman of the County Commissioner of Sequoyah County, who has the authority to contractually bind the agency and has executed this Agreement, and the mayor of the participating municipalities, upon approval of the governing body of each governmental entity have executed this agreement. Subsequent to the execution by the executive officials, this Agreement shall be filed with the County Clerk of Sequoyah County, and the clerks of the respective political subdivisions. The agreement may be amended at any time by filing subsequent Amendment(s), which will be subject to the same approval process, and shall thereafter become a part of this agreement.
  - b. Agency head: Either the Sheriff of the Sequoyah County Sheriff Department, or the Sheriff's designees; and the Chief of Police of the participating municipal law enforcement agencies, or the Chief's designees.
  - c. Participating law enforcement agency: The police department of any municipality in Sequoyah County, Oklahoma, that has approved and executed this Agreement.
  - d. Certified law enforcement employee: Any law enforcement employee certified in the State of Oklahoma (CLEET).

## **SECTION I. TERMS AND PROCEDURES**

### **1. Operations:**

a. In the event that a party to this Agreement is in need of assistance as specified herein, an authorized representative of the Sheriff/police department requiring assistance shall notify the agency from whom such assistance is requested. The authorized agency representative whose assistance is sought shall evaluate the situation and the available resources, and will respond in a manner deemed appropriate.

b. Each party to this Agreement agrees to furnish necessary manpower, equipment, facilities, and other resources and to render services to the other party as required to assist the requesting party in addressing the situation which caused the request; provided, however, that no party shall be required to deplete unreasonably its own manpower, equipment, facilities, and other resources and services in rendering such assistance.

c. The agency heads of the participating law enforcement agencies, or their designees, shall establish procedures for giving control of the mission definition to the requesting agency, and for giving tactical control over accomplishing any such assigned mission and supervisory control over all personnel or equipment provided pursuant to this Agreement to the providing agency.

### **2. Powers, Privileges, Immunities, and Costs:**

a. All employees of the participating municipal police department, including certified law enforcement employees as defined in Chapter 74, Oklahoma Statutes, during such time that said employees are actually providing aid outside of the jurisdictional limits of the employing municipality pursuant to a request for aid made in accordance with this Agreement, shall, have the same

powers, duties, rights, privileges, and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

b. Each political subdivision Participating will be responsible for their respected employees all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions under the provisions of this Mutual Aid agreement. The provisions of this Agreement shall apply with equal effect to paid and auxiliary employees.

3. Indemnification: The political subdivision having financial responsibility for the law enforcement agency providing aid pursuant to this Agreement agrees to hold harmless, defend, and indemnify the requesting law enforcement agency and its political subdivision in any suit, action, or claim for damages resulting from any and all acts or conduct of employees of said providing agency while providing aid pursuant to this Agreement, where applicable.
4. Forfeitures: It is recognized that during the course of the operations of this Agreement, property subject to forfeiture, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action. Any participating agencies must request sharing, in writing, before the entry of a Final Order of Forfeiture, or they will be barred from claiming any portion of the property forfeited. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property, including, but not limited to, the complete discretion to bring the action, or to dismiss the action, or settlement.

## **SECTION II. COMMAND AND SUPERVISORY RESPONSIBILITY**

1. **Command:** The personnel and equipment that are assigned by the assisting entity shall be under the immediate command and direct supervision of a supervising officer designated by the assisting, Sheriff or Chief of Police, or his/her designee.

2. **Conflicts:** Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his or her own employer. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule regulation policy general order of procedure of the assisting agency shall control, and shall supersede the direct order.

3. **Complaints:** Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, Sheriff, the Chief of Police, or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Sheriff, Chief of Police or designee of the requesting agency should ascertain at a minimum:

- a. The identity of the complainant;
- b. an address where the complaining party can be contacted;
- c. the specific allegation; and;
- d. the identity of the employee(s) accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the requesting agency and the assisting agency for

administrative review. Each agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employee(s) of the employing agency violated any such agency's policies or procedures.

### **SECTION III. PROVISIONS FOR VOLUNTARY AND OPERATIONAL ASSISTANCE**

A deputy sheriff or police officer of either of the participating law enforcement agencies shall be considered to be operating under the provisions of the mutual aid agreement when: participating in law enforcement activities that are preplanned and approved by each respective agency head, or appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with and under the authority of the Mutual Aid Agreement entered into by the participating municipalities and Sequoyah County, Oklahoma, it is hereby declared that the following list comprises the nature of assistance, and the circumstances and conditions under which mutual aid may be requested and rendered regarding law enforcement operations pursuant to the agreement.

The list includes, but is not necessarily limited to, dealing with the following:

#### **Voluntary:**

1. Joint multi-jurisdictional criminal investigations.
2. Major events; e.g., sporting events, concerts, parades, fairs, festivals and conventions.
3. Joint training in areas of mutual need.
4. Off-duty special events.
5. Active Shooter in Schools in Sequoyah County.
6. Security and escort duties for dignitaries.

#### **Operational:**

7. Hostage and barricaded subject situations.

8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Transportation of evidence requiring security.
10. Civil affray or disobedience, disturbances, riots, large protest demonstrations, controversial trials, political conventions, labor disputes, and strikes.
11. Any natural, technological or manmade disaster.
12. Emergency situations in which one agency cannot perform its functional objective.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, aircraft, canine, motorcycle, bicycle, mounted, Special Response Teams, bomb, crime scene, marine patrol.
14. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
15. Terrorist activities including, but not limited to, acts of sabotage.
16. Escapes from or disturbances within detention facilities.

#### **SECTIONS IV. PROCEDURES FOR REQUESTING MUTUAL AID**

The following procedures will apply in mutual aid operations:



1. Mutual aid requested or rendered will be approved by the Sheriff and Chief of Police or designee.
2. Specific reporting instructions for personnel rendering mutual aid should be included in the request for mutual aid. In the absence of such instructions, personnel will report to the ranking on-duty supervisor on the scene.
3. Communication instructions will be included in each request for mutual aid and the Sequoyah County Dispatcher or 911 Dispatch will maintain radio contact with the involved agencies until the mutual aid situation has ended.
4. Incidents requiring mass processing of arrestees, transporting prisoners and operating temporary detention facilities will be handled per established procedures.

#### **SECTION V. CONCURRENT JURISDICTION**

It is to the mutual benefit of the participating municipal agencies and the Sequoyah County Sheriff Department, through voluntary cooperation, to exercise concurrent jurisdiction over the areas described in subparagraphs a. and b. below, in that officers, while in another jurisdiction, are often present at events where immediate action is necessary, or are able to expeditiously conclude an investigation by identifying and arresting an offender.

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the participating municipalities and Sequoyah County, Oklahoma, for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside

of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction, and provided that, in the context of this Mutual Aid Agreement, "official business outside of his or her jurisdiction" shall not include routine patrol activities. This mutual aid agreement excludes those areas within the territorial limits of the municipalities not participating in the Mutual Aid Agreement, and areas in which the Sequoyah County Sheriff Department does not have law enforcement jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of participating municipalities and Sequoyah County, Oklahoma, for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence, when such offense occurred in the municipality employing the arresting officer, should the arresting officer be a municipal law enforcement officer, and has to enter the County to arrest offender. However, absent a search warrant concurrent jurisdiction under this subparagraph does not include authority to make nonconsensual or forcible entries into private dwellings, residences, living spaces or business spaces which are not open to the public, i.e., authority derived pursuant to this subparagraph may be exercised only when in places open to the public or private places into which the arresting officer has entered with the consent of an occupant entitled to give consent.

Prior to any officer taking enforcement action pursuant to either paragraph a. or b. above, the officer shall notify the designated officer of the jurisdiction in which the action shall will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable.

1. General Requirements:

- a. Officers shall not utilize unmarked vehicles to make traffic stops or to engage in vehicle pursuits.
- b. Concurrent law enforcement jurisdiction pursuant to this Mutual Aid Agreement does include preplanned operations, undercover investigations, stings or sweeps.
- c. Officers shall not conduct routine patrol activities outside of their jurisdiction.
- d. Reports of any action taken pursuant to this Mutual Aid Agreement shall be faxed to the agency head of the agency, within whose jurisdiction the action was taken, as soon as possible after the action has taken place.
- e. Any conflicts regarding jurisdiction will be resolved by allowing the agency within whose jurisdiction the action took place to take custody of any arrestees and/or crime scenes.
- f. All concurrent jurisdiction stationary surveillance activities shall require notification of the agency within whose jurisdiction the surveillance takes place. The notification shall include the general location of the surveillance, and a description of the vehicles involved. Mobile surveillance shall not require notification unless concurrent jurisdiction enforcement activities take place.

#### **SECTION VI. EFFECTIVE DATE**

This Agreement shall be in effect from date of signing, through and including, January 1, 2017. Under no circumstances may this Agreement be renewed, amended, or extended except in writing.

**SECTION VII. CANCELLATION**

This Agreement may be cancelled by either party upon sixty (60) days written notice to the other party.

AGREED TO AN ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Ray Watts  
Chairman, County Commissioner

\_\_\_\_\_  
Sheriff Ron Lockhart  
Sequoyah County Sheriff

ATTEST:

\_\_\_\_\_  
Julie Haywood, County Clerk  
Sequoyah County Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
Brian Kuester, District Attorney  
District Attorney 27<sup>th</sup> District

APPROVED AS TO FORM AND COMPATIBILITY  
WITH THE LAWS OF THE STATE OF OKLAHOMA

\_\_\_\_\_  
Scott Pruitt, Attorney General of the  
State of Oklahoma

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

CITY OF: **SALLISAW**, Oklahoma

BY:

\_\_\_\_\_  
(Mayor)

**SHANNON VANN, Mayor**

\_\_\_\_\_  
(Officials Printed Name and Title)

\_\_\_\_\_  
(Signature of Chief of Police)

**SHALOA EDWARDS, Chief of Police**

\_\_\_\_\_  
(Printed Name of Chief)

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
(Signature of City Clerk)

**DIANNA DAVIS, City Clerk**

\_\_\_\_\_  
(Printed Name of City Clerk)

\_\_\_\_\_  
(Signature of City Attorney)

**JOHN ROBERT MONTGOMERY**

\_\_\_\_\_  
(Printed Name of City Attorney)

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

TOWN OF: **MULDROW**, Oklahoma

BY:

\_\_\_\_\_  
(Mayor)

**CATHERINE JONES, Mayor**

\_\_\_\_\_  
(Officials Printed Name and Title)

\_\_\_\_\_  
(Signature of Chief of Police)

**LISHA GUDE, Chief of Police**

\_\_\_\_\_  
(Printed Name of Chief)

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
(Signature of Town Clerk)

**LARRY EDWARDS**

\_\_\_\_\_  
(Name of Town Clerk)

\_\_\_\_\_  
(Signature of Town Attorney)

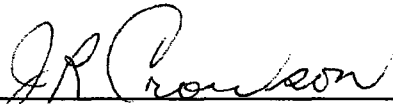
**JOHN ROBERT MONTGOMERY**

\_\_\_\_\_  
(Printed Name of Town Attorney)

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

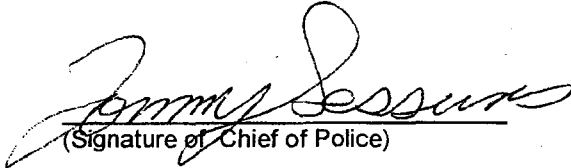
TOWN OF: **ROLAND**, Oklahoma

BY:

  
(Signature of Mayor)

**J. R. CROWSON, Mayor**

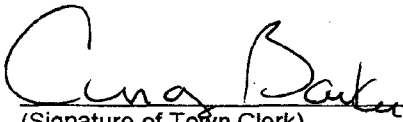
(Officials Printed Name and Title)

  
(Signature of Chief of Police)


**TOMMY SESSUMS, Chief of Police**

(Printed Name of Chief)

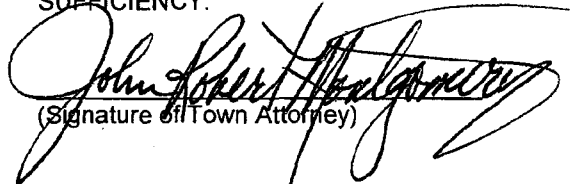
ATTEST:

  
(Signature of Town Clerk)

**CINDY BARKER**

  
(Printed Name of Town Clerk)

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

  
(Signature of City Attorney)

**JOHN ROBERT MONTGOMERY**

(Printed Name of City Attorney)

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

TOWN OF: **GORE, OKLAHOMA**

BY:

\_\_\_\_\_  
(Mayor)

**RYAN CALLISON, Mayor**

\_\_\_\_\_  
(Officials Printed Name and Title)

\_\_\_\_\_  
(Signature of Chief of Police)

**BILLY WHITE, Chief of Police**

\_\_\_\_\_  
(Printed Name of Chief)

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
(Signature of Town Clerk)

**NADA FERGUSON**

\_\_\_\_\_  
(Printed Name of City Clerk)

\_\_\_\_\_  
(Signature of Town Attorney)

**JOHN ROBERT MONTGOMERY**

\_\_\_\_\_  
(Printed Name of City Attorney)



**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

TOWN OF: **GANS**, Oklahoma

BY:

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Signature of Chief of Police)

**HENRY SPRINGWATER, JR, Mayor**

**THELL RIDDLE, Chief of Police**

\_\_\_\_\_  
(Officials Printed Name and Title)

\_\_\_\_\_  
(Printed Name of Chief)

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
(Signature of Town Clerk)

\_\_\_\_\_  
(Signature of Town Attorney)

**KELLY GANN**

\_\_\_\_\_  
(Printed Name of Town Clerk)

\_\_\_\_\_  
(Printed Name of Town Attorney)

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

TOWN OF: MARBLE CITY, Oklahoma

BY:

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Signature of Chief of Police)

\_\_\_\_\_  
(Officials Printed Name and Title)

\_\_\_\_\_  
(Printed Name of Chief)

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
(Signature of Town Clerk)

\_\_\_\_\_  
(Signature of Town Attorney)

\_\_\_\_\_  
(Printed Name of Town Clerk)

\_\_\_\_\_  
(Printed Name of Town Attorney)

**LAW ENFORCEMENT MUTUAL AID AGREEMENT FOR  
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE  
INDIVIDUAL GOVERNMENTAL ENTITY SIGNATURE SHEET**

TOWN OF: **VIAN**, Oklahoma

BY:

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Signature of Chief of Police)

\_\_\_\_\_  
(Officials Printed Name and Title)

\_\_\_\_\_  
(Printed Name of Chief)

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
(Signature of Town Clerk)

\_\_\_\_\_  
(Signature of Town Attorney)

\_\_\_\_\_  
(Printed Name of Town Clerk)

\_\_\_\_\_  
(Printed Name of Town Attorney)