

**MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT
BETWEEN
WAGONER COUNTY, OKLAHOMA
AND
CITY OF BROKEN ARROW, OKLAHOMA**

AMENDMENT No. 1

This Amendment (hereinafter "Amendment") to the Mutual Law Enforcement Assistance Agreement between Wagoner County, Oklahoma and City of Broken Arrow, Oklahoma (hereinafter "Law Enforcement Agreement"), entered into April 4, 2024 and approved by the Office of the Attorney General on April 24, 2024, is entered into pursuant to Section 10, entitled "Amendments," contained therein.

RECITALS:

WHEREAS, the COUNTY and CITY previously entered into the Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways (hereinafter "2022 Road Agreement"), dated July 5, 2022; and

WHEREAS, the COUNTY and CITY previously executed Amendment No. 1 to the 2022 Road Agreement, dated January 2, 2024; and

WHEREAS, the COUNTY and CITY previously entered into the Law Enforcement Agreement, dated April 4, 2024; and

WHEREAS, the Law Enforcement Agreement incorporated Amendment No. 1 to the 2022 Road Agreement as Exhibit "A;" and

WHEREAS, the COUNTY and CITY executed a new Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights-of-Ways (hereinafter "2026 Road Agreement"), dated _____, 2026; and

WHEREAS, the COUNTY and CITY desire to amend the Law Enforcement Agreement to disregard Amendment No. 1 to the 2022 Road Agreement and incorporate the 2026 Road Agreement solely as set forth herein; and

WHEREAS, except as expressly amended by this Amendment, the COUNTY and CITY intend the Law Enforcement Agreement remain in full force and effect without modification.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the COUNTY and CITY agree as follows:

AGREEMENTS:

- 1.1 **Incorporation of Agreement.** The Law Enforcement Agreement is hereby incorporated by reference as if fully set forth herein. Except as expressly provided in this Amendment, all terms, conditions, covenants, and provisions of the Law Enforcement Agreement remain unchanged and in full force and effect.
- 1.2 **Amendment to Exhibit “A.”** Exhibit “A” to the Law Enforcement Agreement is hereby amended and replaced in its entirety with the amended Exhibit “A” attached hereto, and incorporated herein by reference.
- 1.3 **No Other Modifications.** Except for the amendment to Exhibit “A” described above, no other provisions of the Agreement are amended, modified, nor waived by this Agreement.
- 1.4 **Effect of Amendment.** In the event of any conflict in the terms of this Amendment and the Agreement, the terms of this Amendment shall control. Otherwise, the Agreement and this Amendment shall be read and construed together as one instrument.
- 1.5 **Effective Date and Duration.** This Amendment shall become effective upon signature of both parties and shall remain in effect until such time as the Agreement is terminated or is further amended.

[SIGNATURES TO FOLLOW]

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IN WITNESS WHEREOF, the Mayor of the City of Broken Arrow, Oklahoma, has set her hand, for and on behalf of the City of Broken Arrow and the COUNTY has executed same pursuant to authority prescribed by law for the COUNTY.

The COUNTY, Wagoner County, Oklahoma, on this _____ day of _____, _____, and
The CITY, the City of Broken Arrow, Oklahoma, on this _____ day of _____, _____.

WAGONER COUNTY

ATTEST:

James Hanning, County Commissioner

Lori Hendricks, County Clerk

Randy Stamps, County Commissioner

SEAL

APPROVED AS TO FORM:

Tim Kelley, County Commissioner

Jack Thorp, District Attorney

CITY OF BROKEN ARROW

ATTEST:

Debra Wimpee, Mayor

Curtis Green, City Clerk

APPROVED AS TO FORM:

SEAL

Trevor Dennis, City Attorney