

CROSS-DEPUTIZATION AGREEMENT
BETWEEN
THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS
AND THE SHERIFF OF ANTRIM COUNTY

PREAMBLE

This Agreement dated February 3, 2015; is between the Grand Traverse Band of Ottawa and Chippewa Indians, an Indian tribe organized pursuant to the federal Indian Reorganization Act, 25 U.S.C. §§ 461 et seq., (hereinafter the "Tribe") and the Sheriff of Antrim County, a political official of the State of Michigan (hereinafter the "Sheriff").

The Tribe is authorized to enter agreements with the federal, state and local governments pursuant to Article IV, Section 1(n), of the Tribal Constitution.

The Sheriff is authorized by M.C.L.A. 51.70 and M.C.L.A. 51.73 to appoint special deputies "by an instrument in writing, to do particular acts."

INTENT

The Tribe and Sheriff each wish to ensure better law enforcement by 1) providing for the cross-deputization of the GTB Tribal Police officers and the Antrim County Sheriff's Department officers under the powers granted the Sheriff pursuant to M.C.L.A. 51.70 and M.C.L.A. 51.73, to empower the GTB Tribal Police officers with the authority to fulfill the duties and responsibilities of the above pursuant to the statutes of the State of Michigan, and 2) to empower the Antrim County Sheriff's Department officers to exercise their full authority under this Agreement on tribal trust property within Antrim County, more fully described on page 2 of this Agreement. This agreement is not intended to supplement any patrol or take the place of any patrol that the Tribe may already have in place.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions

As used in this Agreement:

"A.C.S.D." means Antrim County Sheriff's Department.

"County" means Antrim County.

"Sheriff" means Antrim County Sheriff.

"Tribe" means The Grand Traverse Band of Ottawa and Chippewa Indians.

"M.C.O.L.E.S." means Michigan Commission on Law Enforcement Standards.

"Qualified Officer" means M.C.O.L.E.S. Certified.

"Primary Area" means the following GTB properties located in Antrim County:

GTB Parcel # 45. The GTB Milton housing project which consists of 69.85 acres and is bound by Highway 593 (Cherry Avenue) on the west, and intersected by Wiingash Mikun Rd. "In Trust"

GTB Parcel #12. The GTB "Alden Camp" located on Manley Rd. in Helena Township. "In Trust"

GTB Parcel #11. The GTB rental home and 27 acre lot located at 8806 Manley Rd., in Helena Township. "In Trust"

GTB Parcel #68. The GTB half-acre lake front property located in Milton Township across from the United Methodist Church. "Not In Trust"

Section 2. Cross-Deputization

- A. The GTB Tribal Police officers are hereby deputized by the Antrim County Sheriff to make non-Indian criminal arrests in the primary area. The GTB Tribal Police officers are deputized to issue civil infraction tickets on the state and county roadways described in the primary area subject to the following: 1.) non-Indians shall be cited into state court, and 2.) Indians shall be cited into the GTB Tribal Court.
 1. All civil infraction tickets issued by GTB Tribal Police officers on Highway 593 (Cherry Avenue), Cairn Highway, and Manley Road, to non-Indians, shall be heard in state court.
- B. The Antrim County Sheriff's officers are hereby deputized by the Grand Traverse Band of Ottawa and Chippewa Indians to make Indian criminal arrests in the primary area. The Antrim County police officers are deputized to issue civil infractions on the state and county roadways described in the primary area subject to the following: 1.) non-Indians shall be cited into state court, 2.) Indians shall be cited into the GTB Tribal Court.
 1. All civil infraction tickets issued by Antrim County law enforcement officers on Highway 593 (Cherry Avenue), Cairn Highway, and Manley Road, to non-Indians) shall be heard in state court.

Section 3. Fresh Pursuit

- A. Any duly authorized Tribal law enforcement officer or law enforcement officer of the A.C.S.D. who:
1. Observes the commission of a misdemeanor, including traffic infractions and crimes, and pursues the offender without unreasonable delay,
 2. Observes the commission of a felony or has reasonable grounds to suspect a felony has been committed, and pursues the offender without unreasonable delay, shall be authorized to continue that pursuit across the boundaries of the primary area until the offender is apprehended, at which time the pursuing officer shall proceed as though the boundary had never been crossed and may issue such citations or effect such arrests as are dictated by the situation.
- B. As soon as it reasonably appears that the fresh pursuit of a suspect will require leaving the primary area, the Tribal officer shall make every attempt to promptly notify A.C.S.D. law enforcement authorities of the pursuit and to request their cooperation and assistance.
1. The fresh pursuit conducted under this Section shall conform to the policy and procedure of the Sheriff's Department regarding high speed pursuit.
- C. As soon as it reasonably appears that the fresh pursuit of a suspect will require entering the primary area, County law enforcement officers shall make every attempt to promptly notify Tribal law enforcement authorities of the pursuit and to request their cooperation and assistance.
1. The fresh pursuit conducted under this Section shall conform with the policy and procedure of the GTB Tribal Police Department regarding high speed pursuit.

Section 4. Qualifications and Training

- A. All personnel furnished by the parties pursuant to this Agreement shall be full-time commissioned law enforcement officers, certified by M.C.O.L.E.S. The Tribe shall furnish a list of all qualified GTB Tribal Police officers on January 2nd of each year.
- B. GTB will provide training for A.C.S.D. regarding GTB's tribal court system, culture, and tribal criminal code. This training will take place at a place and time agreed upon by both organizations.

Section 5. Operational Plan

- A. Any suspects arrested pursuant to this Agreement will be booked and lodged in the Antrim County Jail, providing space is available.

Section 6. Costs

- A. The Tribe will contract with A.C.S.D. for the lodging of prisoners within the jurisdiction of the Tribe.
- B. The Tribe shall bear the expense of testifying in State Court when acting pursuant to state law.
- C. The Sheriff will bear the expense of testifying in Tribal Court when acting pursuant to tribal law.
- D. The Tribe shall bear any expense incurred by the A.C.S.D. relating to testifying or being required to appear in any federal court pursuant to this agreement.

Section 7. Arrests

- A. The A.C.S.D. agrees that they will make arrests for the Tribe outside Indian country, pursuant to a valid Tribal Court warrant, and the Tribe agrees that they will make arrests in Indian country for the A.C.S.D. pursuant to a valid State Court warrant.

Section 8. Search Warrants

A. Court Rules:

- 1. The provisions of Michigan Court Rule 2.615, Enforcement of Tribal Judgments, and Chapter 10 of the GTB Court Rules, Rules Regarding Enforcement and Recognition of Foreign Judgments, shall apply to this Agreement.

B. Warrants:

- 1. County law enforcement officers shall present search warrants authorizing the search for evidence located on the primary area in (in accordance with this Deputization Agreement) to Tribal law enforcement authorities for execution.
- 2. The Grand Traverse Band Police Department agrees to cooperate in the execution of properly issued state search warrants within the reservation and Indian Country and to observe the requirements of State and Federal law in doing so.

3. A.C.S.D. law enforcement officers may, at the invitation of Tribal authorities, accompany Tribal officers when a state warrant is executed.
4. Tribal law enforcement officers shall present search warrants authorizing the search for evidence located off the Tribe's reservation and Indian country to County law enforcement authorities for execution.
5. The A.C.S.D. agrees to cooperate in the execution of Tribal search warrants and observe the requirements of State, Tribal and Federal law in doing so.
6. GTB Tribal law enforcement officers may, at the invitation of A.C.S.D. authorities, accompany A.C.S.D. officers when a tribal warrant is executed.

Section 9. Immunities

- A. All the immunities from liability and exemptions from laws, ordinances, and regulations that law enforcement officers, cross-deputized pursuant to the authority of this written instrument and M.C.L.A. 51.70, have in their own jurisdiction, shall also be effective in the jurisdiction in which the law enforcement officers are giving assistance, unless otherwise prohibited by law. The provisions of 25 U.S.C. 450f and the application of the Federal Tort Claims Act applies to acts performed by law enforcement officers under this Agreement.

Section 10. Hold Harmless

- A. The Sheriff and Tribe shall waive any and all claims against each other which may arise out of their activities outside their respective jurisdictions under this Agreement, unless such claims are proximately caused by the gross negligence or willful misconduct of the other party or its law enforcement officers.
- B. The A.C.S.D. and Tribe shall be responsible for all liability of whatever nature arising from the acts of its own law enforcement officers and employees to the extent provided by law. Under no circumstances shall either the County or Tribe be held liable for the acts of employees of the other party performed under color of this agreement.

Section 11. Indemnification

- A. The Tribe shall indemnify the Sheriff for all claims, judgments, or liabilities by third parties-for property damage, personal injury or civil liability that may arise out of the activities of the GTB Tribal Police pursuant to this Agreement.

- B. The Sheriff shall indemnify the Tribe for all claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability that may arise out of the activities of the A.C.S.D. law enforcement officers pursuant to this Agreement.

Section 12. Insurance

- A. The Tribe agrees to maintain and name the Sheriff, and the Sheriff agrees to maintain and name the Tribe, as insured on an insurance policy in the amount of \$10 million per incident insuring against claims for liability and shall maintain the policy in full force and effect during the Agreement. The Tribe and the Sheriff shall provide a copy of the policy to one another by January 2nd of each year.
- B. The Parties shall submit to one another proof of adequate insurance covering each of its law enforcement officers commissioned pursuant to this Agreement by January 2nd of each year.
- C. The provisions of 25 U.S.C. 450a- 450g “self-governance contracting” and the application of the Federal Tort Claims Act shall apply to the extent provided by law to the actions of the Tribal law enforcement officers under this Agreement. *See: Pub.L.No. 101-512, Title III, § 314, 104 Stat. 1959 (codified at 25 U.S.C. § 450f notes). See also Comes Flying v. U.S. through Bureau of Indian Affairs, 830 F.Supp. 529, 530 (1993).*

Section 13. Costs/Property

- A. The Sheriff and Tribe shall each assume responsibility for all costs incurred by their own officers under this Agreement, except as otherwise provided.
- B. Any Tribe or Antrim County identification cards issued pursuant to this agreement shall be returned to the proper authority if this agreement is terminated or an officer is no longer employed by the respective agencies.

Section 14. Oversight Committee

- A. A committee consisting of solely of the Tribal Chief of Police and the Sheriff shall review activities and methods of performance undertaken pursuant to this Agreement.
- B. The Tribe's Chief of Police and the Sheriff shall jointly set dates and places for meetings.
- C. The Tribe's Chief of Police may recommend to the Tribal signatories of this Agreement any amendments for consideration by the Sheriff. The Sheriff, under Michigan law, is fully vested with the authority to modify this agreement independent of other state officials. Such recommendations by the Sheriff shall

only be implemented after consultation with the Tribe's Chief of Police and concurrence by the GTB Tribal Council.

- D. The Tribe's Chief of Police and Sheriff shall invite representatives of their respective courts and prosecutors to attend the meetings if necessary. The Tribe's Chief of Police and Sheriff shall meet at least quarterly or more frequently at the call of either the Tribe's Chief of Police or the County Sheriff to discuss the status of this Agreement and invite other law enforcement or other tribal or state officials to attend as necessary.

Section 15. Duration of Agreement

- A. This Agreement shall remain in full force and effect until and unless terminated by either party as provided in this Agreement.

Section 16. Suspension of Agreement

- A. If any provisions of this Agreement are violated by the parties or their agents then either party may suspend the Agreement immediately and terminate the deputy status of the County or Tribal Police officers at will or upon revocation of this Agreement. The suspension shall last until the party seeking suspension is satisfied that the violation has been corrected and will not recur.
- B. The Tribe or the Sheriff may exercise their power to suspend an individual County or Tribal officer without suspending this Agreement.

Section 17. Revocation of Agreement

- A. The Tribe or the Sheriff may revoke this Agreement at any time.

Section 18. Amendments

- A. This Agreement shall not be amended except by an instrument in writing executed by signatories below and attached to this Agreement.

Section 19. Saving

- A. This Agreement, or any state or tribal law enforcement commissions of individual Tribal Police officers or individual Sheriff's Deputies pursuant to it, shall not confer any authority on a state court or other state or county authority which that court or authority would not otherwise have under existing law.
- B. Nothing in this Agreement shall be construed to cede any jurisdiction of either of the parties, to waive any immunities, to modify the legal requirements for arrest or search or seizure or to otherwise modify the legal rights of any person, to

accomplish any act in violation of state, federal, or tribal law or to subject the parties to any liability to which they would not otherwise be subject to by law.

Section 20. Severability

- A. The provisions of this Agreement are severable and should any provision be held invalid or unenforceable the remainder of this Agreement remains in effect unless terminated as provided in this Agreement.

Section 21. Notice

- A. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and sent by registered or certified mail.
- B. In the case of the Sheriff, notices shall be sent to:

Antrim County Sheriff
P.O. Box 568
Bellaire, MI 49615

- C. In the case of the Tribe, notices shall be sent to:

Captain of Police
Grand Traverse Band of Ottawa and Chippewa Indians
2605 N. West Bayshore Drive
Suttons Bay, MI 49682

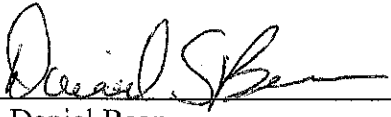
Section 22. Repealers

- A. This Agreement constitutes the entire Agreement between the Parties.

The effective date of this Agreement shall be the 3rd day of February, 2015

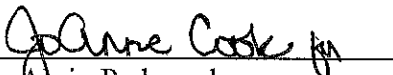
IN WITNESS THEREOF, the parties have executed this Agreement the date and year first above written by authority of the Grand Traverse Band of Ottawa and Chippewa Indians and the Antrim County Sheriff.

COUNTY OF ANTRIM

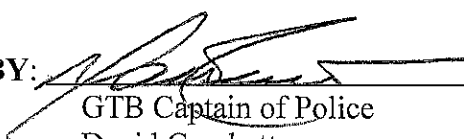
BY: 
Daniel Bean
Antrim County Sheriff

DATE: 2/3/15

GRAND TRAVERSE BAND OF
OTTAWA AND CHIPPEWA INDIANS

BY: 
Arvin Pedwaydon
GTB Tribal Chairman

DATE: 2/5/15

BY: 
GTB Captain of Police
David Crockett

DATE: 2-3-15