

DAWN OLNEY
BENZIE COUNTY CLERK

448 COURT PLACE – BEULAH, MI 49617 – (231) 882-9671
www.benzieco.net

July 2, 2013

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

Dear Sgt. Cavanaugh:

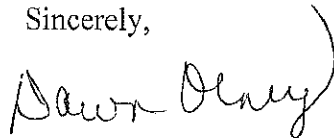
Re: Benzie County Cross-Deputization Agreement

At the regular meeting of the Benzie County Board of Commissioners held on Tuesday, July 2, 2013 the board approved entering into a Cross-Deputization Agreement between The Grand Traverse Band of Ottawa and Chippewa Indians and the Sheriff of Benzie County.

Enclosed you will find an original copy of the Agreement signed by all parties. By copy of this letter, I am also forwarding a copy of the Agreement to Sheriff Schendel.

If I can be of further assistance to you, please let me know.

Sincerely,



Dawn Olney
Benzie County Clerk

Encl.

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

PREAMBLE

This Agreement dated June 27, 2013, 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 Benzie County, a political official of the State of Michigan (hereinafter the "Sheriff").

The Tribe is authorized to enter into agreements with local governments pursuant to Article IV, Section 1(n), of the Tribal Constitution to fully deputize county police officers.

The Sheriff is authorized by M.C.L.A. 51.70 and M.C.L.A. 51.73 to fully deputize tribal officers "by an instrument in writing."

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 Benzie County Sheriff's Office 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 Benzie County Sheriff's Office officers to exercise their full authority under this Agreement in Indian Country within Benzie County.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions

As used in this Agreement:

"B.C.S.O." means Benzie County Sheriff's Office.

"County" means Benzie County.

"Sheriff" means Benzie County Sheriff.

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

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

“Qualified Officer” means “M.C.O.L.E.S” Certified.

“Primary Area” means the following GTB property located in Benzie County, Michigan, south of the Village of Benzonia:

1. The Rivers Edge subdivision and Tribal Center located on Four Seasons Rd., which consists of 80 acres and is located north of Hoadley Rd. and east of US Highway 31. (*For Legal Description, see attached GTB Parcel #24*).

Section 2 Cross-deputization

A. The GTB Tribal Police officers are hereby deputized by the Benzie County Sheriff to make non-Indian criminal arrests in the primary area. The GTB Tribal Police officers are also deputized to issue civil infraction tickets on the county roadway 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 Hoadley Rd. to non-Indians shall be heard in state court.

B. The Benzie 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 Benzie County police officers are also deputized to issue civil infractions on the county roadway 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 Benzie County law enforcement officers on Hoadley Rd, to non-Indians shall be heard in state court.

Section 3 Fresh Pursuit

A. Any duly authorized Tribal law enforcement officer or Benzie County law enforcement officer who observes the commission of a misdemeanor, including traffic infractions and crimes, and pursues the offender without unreasonable delay, and/or 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,

1. 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 B.C.S.O. law enforcement authorities of the pursuit and to request their cooperation and assistance.

2. As soon as it reasonably appears that the fresh pursuit of a suspect will require entry onto the primary area, the County law enforcement officer shall make every attempt to promptly notify, the Tribal law enforcement authorities of the pursuit and to request their cooperation and assistance.
3. The fresh pursuit conducted under this Section shall conform with the policy and procedure of the Sheriff's Office 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 and the B.C.S.O. shall provide one another with a list of their department's qualified Police officers on January 2nd of each year.

Section 5 Operational Plan

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

Section 6 Costs

- A. The Tribe will contract with B.C.S.O. 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.

Section 7 Arrests

- A. The B.C.S.O. 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 B.C.S.O. 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 Tribe's reservation and Indian country (in accordance with the Tribal Code) 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. B.C.S.O. 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. The Benzie County Prosecuting Attorney agrees to review and prepare search warrants for off-reservation searches.
5. The B.C.S.O. agrees to cooperate in the execution of Tribal search warrants and observe the requirements of State, Tribal and Federal law in doing so.

Section 9. Immunities

- A. All the immunities from liability and exemptions from laws, ordinances, and regulations which 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 apply 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 B.C.S.O. 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 which may arise out of the activities of the law enforcement officers pursuant to this Agreement.
- B. The Sheriff shall indemnify the Tribe for all claims, judgments, or liabilities to Third parties for property damage, personal injury or civil liability, which may arise out of the activities of the 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. 450 (a)-(g) "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

- A. The Sheriff and Tribe shall each assume responsibility for all costs incurred by their own officers under this Agreement, except as otherwise provided. Section 14 Oversight Committee.
- B. A committee consisting of Tribal and Sheriff law enforcement officers shall review activities and method of performance undertaken pursuant to this Agreement.
- C. The Tribe's Captain of Police and the Sheriff shall serve as co-chairmen and shall jointly set dates and places for meetings and shall jointly preside over meetings.
- D. This committee may recommend to the signatories of this Agreement any amendments for consideration by the parties. This committee shall further review, in the first instance, any dispute raised by either party or by third parties, relating to this Agreement.
- E. The committee co-chairman shall invite representatives of their respective courts and prosecutors to attend the meetings. The committee shall meet at least quarterly or more frequently at the call of either the Tribe's Captain of Police or the County Sheriff to discuss the status of this Agreement and invite other law enforcement or other 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 commission issued 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.
- 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 is 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:

Benzie County Sheriff
505 S. Michigan
Beulah, Michigan 49617

- 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, Michigan 49682

Section 22 Repealers

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

The effective date of this Agreement shall be the 1st day of January, 2013.

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 Benzie County Sheriff.

COUNTY OF BENZIE

GRAND TRAVERSE BAND OF OTTAWA
AND CHIPPEWA INDIANS

BY: [Signature]
Benzie County Board of Commissioners

BY: [Signature]
Alvin V. Pedwaydon, Tribal Chairman

DATE: 7/2/13

DATE: 6.28.13

BY: [Signature]
Ted Schendel, Benzie Co. Sheriff

BY: [Signature]
Russ Cavanaugh, Sgt., GTB Public Safety

DATE: 6/27/13

DATE: 6/27/13

BY: [Signature]
Sara Mason, Prosecuting Attorney

BY: [Signature]
Matthew Feil, Prosecuting Attorney

DATE: July 1, 2013

DATE: 6/27/13