

DEPUTIZATION AGREEMENT
BETWEEN
THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS
AND
THE SHERIFF OF LEELANAU COUNTY

PREAMBLE

This Agreement dated March 19, 1997, 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 Leelanau 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 providing for the deputization of the GTB Tribal Police officers under the powers granted the Sheriff under M.C.L. 51.70 and M.C.L. 51.73 and 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.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions

As used in this Agreement:

"L.C.S.D." means Leelanau County Sheriff's Department.

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

"County" means Leelanau County.

"M.L.E.O.T.C." means Michigan Law Enforcement Officers Training Council.

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

"Primary Area" means land within the area bound by Grand Traverse Bay on the east, Putnam Road on the north to Pobuda Road to N. Jacobson Road (Hwy. 633) on the west, and McKeese/Stallman Road on the south (see attached map).

Section 2. Leelanau County Sheriff

- A. The GTB Tribal Police officers are hereby deputized by the Leelanau County Sheriff to make non-Indian criminal arrests in the primary area. The GTB Tribal 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 GTB Tribal Court, and 3) all civil infraction tickets issued by the GTB Tribal Police officers on Peshawbestown Road, Roubal Road, Ninatigo Drive, Kitigan Mikun, Ki-Dah-Keh Mikun and Beems-Kwa-Ma Mikun roads within the interior of the primary area shall be heard in GTB Tribal Court.
1. All civil infraction tickets issued by GTB Tribal Police officers on M-22 on the east, Putnam Road on the north to Pobuda Road to N. Jacobson Road (Hwy. 633) on the west, and McKeese/Stallman Road on the south to non-Indians shall be heard in state court.

Section 3. Fresh Pursuit

- A. Any duly authorized Tribal law enforcement officer who:
1. Observes the commission of a misdemeanor, including traffic infractions and crimes and pursues the offender without unreasonable delay; or
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 L.C.S.D. law enforcement authorities of the pursuit and to request their cooperation and assistance.

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1. The fresh pursuit conducted under this Section shall conform with the policy and procedure of the Sheriff's 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.L.E.O.T.C. The Tribe shall furnish a list of all qualified GTB Tribal 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 Leelanau County Jail, providing space is available.

Section 6. Costs

- A. The Tribe will contract with L.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.

Section 7. Arrests

- A. The L.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 L.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.

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B. State 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. L.C.S.D. law enforcement officers may, at the invitation of Tribal authorities, accompany Tribal officers when a state warrant is executed.

C. Tribal Warrants:

1. 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 Leelanau County Prosecuting Attorney agrees to review and prepare search warrants for off-reservation searches.
2. The L.C.S.D. agrees to cooperate in the execution of Tribal search warrants off the reservation and Indian country and to 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 Tribal law enforcement officers deputized by the Sheriff, pursuant to the authority of this written instrument and M.C.L.A. 51.70, have in their own Tribal jurisdiction shall be effective in the state's jurisdiction in which the Tribal 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 GTB Tribal Police officers.

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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 Sheriff 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 Tribal law enforcement officers pursuant to this Agreement.

Section 12. Insurance

- A. The Tribe agrees to maintain and name the Sheriff 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 shall provide a copy of the policy to the Sheriff by January 2nd of each year.
- B. The Tribe shall submit to the Sheriff proof of adequate insurance covering each of its Tribal law enforcement officers pursuant to this Agreement by January 2nd of each year.
- C. The Tribe shall submit to the Sheriff proof of adequate insurance covering the Tribe and each of its law enforcement officers commissioned pursuant to this Agreement by January 2nd of each year.
- D. 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

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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). In 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

- A. A committee consisting of Tribal and Sheriff law enforcement officers shall review activities and method of performance undertaken pursuant to this Agreement.
- B. The Tribe's Chief of Police and the County Sheriff shall serve as co-chairmen and shall jointly set dates and places for meetings and shall jointly preside over meetings.
- C. 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.
- D. 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 Chief 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

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- A. If any provision of this Agreement is violated by the Sheriff or any of his agents, the Tribal Council may suspend the Agreement on ten (10) days written notice to the Sheriff. The suspension shall last until the Tribal Council is satisfied that the violation has been corrected and will not recur.
- B. If any provisions of this Agreement is violated by the Tribe or any of its agents, the Sheriff may suspend the Agreement immediately and terminate the deputy status of the GTB Tribal Police officers at will or upon revocation of this Agreement. The suspension shall last until the Sheriff is satisfied that the violation has been corrected and will not recur.
- C. The Sheriff may exercise his power of suspension to suspend an individual GTB Tribal Police officer without suspending this Agreement.

Section 17. Revocation of Agreement

- A. The Tribe may revoke this Agreement at any time by formal action upon ten (10) days written notice. 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

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- 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:

Leelanau County Sheriff
 201 Chandler
 Leland, Michigan 49654

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

Chief 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 19th day of March, 1997.

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 Leelanau County Sheriff.

COUNTY OF LEELANAU

**GRAND TRAVERSE BAND OF OTTAWA
AND CHIPPEWA INDIANS**

LEELANAU COUNTY SHERIFF'S DEPUTIZATION AGREEMENT

BY: _____
Mike Oltersdorf, Leelanau County Sheriff

BY:
George E. Bennett, Tribal Chairman

DATE: _____

DATE:

BY: _____
Clarence Gomery, Prosecuting Attorney

BY:
Dennis Habedank, GTB Chief of Police

DATE: _____

DATE:

BY:
William Gregory, Prosecuting Attorney

DATE: