


ENFORCEMENT ASSISTANCE AGREEMENT
between
BAY MILLS INDIAN COMMUNITY
and
CHIPPEWA COUNTY SHERIFF

This agreement, dated March 15 2021, by and between the BAY MILLS INDIAN COMMUNITY (hereinafter termed the TRIBE) and the CHIPPEWA COUNTY SHERIFF (hereinafter termed SHERIFF).

WITNESSETH:

1. **Purpose.** The purpose of this Agreement is to aid in the investigation and prosecution of crimes within the borders of Chippewa County and to provide the requesting agency additional manpower and/or equipment as may be needed to carry out the law enforcement responsibilities of the requesting agency.
2. **Initiation of Enforcement Assistance Request; Identification of Circumstances.** In the event that a crime is committed within the borders of Chippewa County, the parties recognize the mutual advantage and benefit of rendering to each other supplemental police protection and assistance to adequately respond to circumstances that develop, appear to be developing, or are anticipated, and such circumstances appear to the original investigating jurisdiction to be beyond the capabilities of that law enforcement agency and therefore requires the assistance of another agency. An assistance request shall be initiated by:
 - a. The SHERIFF, or the officer in command for the Sheriff's Office during the shift, pursuant to the terms of the existing Law Enforcement Agreement with the TRIBE, or
 - b. The Captain of the TRIBE's Law Enforcement Department, or the officer in command for the Law Enforcement Department during the shift, through telephonic or radio contact with the SHERIFF's Central Dispatch Office.
3. **Scope of Response.** The responding agency will participate with the original investigating agency only to the extent that it is requested to do so, and shall not commence an independent investigation of the circumstances which caused the request to be made.
4. **Response Not Required.** It is understood and agreed that the agency is not obligated to respond as requested to do so, and that the TRIBE and the SHERIFF have the right and discretion to solely determine whether the requested response can be made without unduly interfering in the agency's ability to carry out its primary law enforcement obligations.

5. **Term.** This Agreement shall be in effect until or unless terminated by either party, through the provision of a minimum 30-day advance written notice to the other party that the Agreement is terminated.

A handwritten signature in black ink, appearing to read 'Bjork', written over a horizontal line.

Brenda Bjork - Acting President
Executive Council
Bay Mills Indian Community

A handwritten signature in black ink, appearing to read 'MB', written over a horizontal line.

Michael D. Bitnar, Sheriff
Chippewa County, MI

**LAW ENFORCEMENT AGREEMENT
BETWEEN THE BAY MILLS INDIAN COMMUNITY
AND THE CHIPPEWA COUNTY SHERIFF**

PREAMBLE

This Agreement, dated 8th March 2021, is between the Bay Mills Indian Community (Tribe) and the Chippewa County Sheriff (Sheriff).

The Tribe is authorized to enter into this Agreement. The Sheriff is authorized to enter into this Agreement pursuant to MCL 28.601, et seq.

It is the intent of the Tribe and the Sheriff to provide for better law enforcement by deputizing officers of the Bay Mills Indian Community's Law Enforcement Department (BMLED).

I. SCOPE OF DEPUTIZATION

The Sheriff hereby deputizes those BMLED officers listed in the attached Appendix One (1) and made part hereof, and consistent with Michigan law and the provisions below. Each deputized BMLED officer shall only be deputized while working on ceded-treaty waters and adjacent shoreline, or on the Bay Mills Reservation and/or trust lands in Chippewa County, and when requested for backup to the Sheriff by the Sheriff, his employees, or by the on-duty personnel of the Chippewa County 911 Dispatch Agency. The deputation of the BMLED officers is made at the pleasure of the Sheriff and lasts only through the Sheriff's term of office. Each BMLED officer deputized pursuant to this Agreement shall carry a Deputy Sheriff identification card, signed by the Sheriff, as documentation of the deputation; such card does not confer any authority to a BMLED officer to act as a deputy other than that contained in this agreement.

II. SUPERVISION

Deputized BMLED officers shall remain under the ultimate control of the Tribe, but shall take supervision and direction from the Sheriff while working within his authority of the deputation.

III. COMPENSATION

Deputized BMLED officers are not employees of the County of Chippewa. The Tribe shall remain liable for its officers' salaries, insurance and civil liability. Each deputized BMLED officer shall be deemed to be performing regular duties for the Tribe while performing services pursuant to this Agreement, and shall utilize tribal equipment and vehicles when so acting. The Tribe shall be responsible for the costs attributable for the BMLED officers' appearance in state court.

IV. HOLD HARMLESS

The Tribe shall, at its own expense, protect, defend, indemnify and save harmless the Sheriff, the Chippewa County Sheriff's Department, County of Chippewa and their respective employees, agents or officers from any and all claims against BMLED officers for false arrest, abuse of authority and other acts of omissions by the deputized BMLED officers, including, but not limited to, claims resulting from deficiencies of training and supervision.

V. REPRESENTATION

BMLED officers shall not represent themselves as a Sheriff's Deputy or an employee of the Sheriff's Department while off duty. They are specifically forbidden to use their identification to obtain gratuities, gifts or personal gain.

VI. COSTS

The Tribe shall assume responsibility for all costs incurred by its BMLED officers under this Agreement. The effective date of this Agreement shall be from March 1, 2021 until terminated by the Parties. **IN WITNESSETH HEREOF** the parties have executed this Agreement below:


Brenda Bjork, Acting-President
Executive Council
Bay Mills Indian Community

Date: 3-9-21


Mike Bitnar, Sheriff
Chippewa County
State of Michigan

Date: 3-15-2021

APPENDIX ONE

BAY MILLS LAW ENFORCEMENT DEPARTMENT OFFICERS-FEBRUARY 2021

Chief Ronald Carrick
Lt. Arlen Kuzmik
Sgt. Michael Parish
Paul Baragwanath
Brent Aikens
Jared Parish
Amanda Nemeth
Colton Cameron

APPENDIX TWO

BAY MILLS CONSERVATION ENFORCEMENT OFFICERS-FEBRUARY 2021

Captain Donald Carrick
Lt. Dean Parish
Sgt. Robert Carrick
Brad Cameron
Robert Cameron