

**LAW ENFORCEMENT AGREEMENT
AMONG
THE EASTERN SHOSHONE AND NORTHERN ARAPAHO TRIBES,
HOT SPRINGS COUNTY,
AND
THE BUREAU OF INDIAN AFFAIRS**

THIS AGREEMENT is made by and among the Eastern Shoshone and Northern Arapaho Tribes, federally recognized Indian tribes, hereinafter referred to as "Tribes", the Hot Springs County, a political subdivision of the State of Wyoming, hereinafter referred to as "County", and the Bureau of Indian Affairs, hereinafter referred to as "BIA".

In consideration for the mutual rights, duties, obligations, and covenants contained herein, the Eastern Shoshone and Northern Arapaho Tribes, Hot Springs County, and the BIA hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for efficient, effective, and cooperative law enforcement efforts in and around Indian country within the Wind River Reservation and Hot Springs County. Nothing in this Agreement makes any substantive law applicable to a certain person or certain conduct where it would not otherwise be applicable. Nothing in this Agreement alters or conveys any judicial jurisdiction.
2. **AUTHORITY.** This Agreement is entered into by the Tribes pursuant to Tribal law, by Hot Springs County pursuant to Wyoming Statutes § 16-1-101 and 18-3-601, and by the BIA pursuant to 25 U.S.C. § 2801 *et seq.* The sources of authority listed above are not intended to be exclusive, and the action of any party or agent of any party hereto which can be lawfully sustained under any law, statute, or common law not otherwise stated herein, shall be authorized hereunder.
3. **AGREEMENT ADMINISTRATORS.** The Tribes designate the Supervisor of the Tribal Fish and Game Department, the County designates the Sheriff, and the BIA designates the BIA Chief of Police as their respective Administrators of this Agreement. The Administrators shall coordinate the efforts of employees of the parties in requesting and/or providing the services described herein. All communications between the parties with regard to providing law enforcement services shall be made between these persons or their designees.
4. **SPECIAL LAW ENFORCEMENT APPOINTMENT.** Each party to this Agreement may, in its discretion, issue a Special Law Enforcement Appointment

(SLEA) to a law enforcement officer of the other parties, upon the application of such officer. Such appointment shall grant the appointed law enforcement officer law enforcement authority as an officer of the appointing agency to the extent described in paragraphs 5 and 6 of this Agreement. When an agency issues such appointment, it shall provide notice of that appointment, including the name of the officer receiving the appointment, to each of the parties to this Agreement.

- a. An appointment shall not be granted unless the applicant complies with all the requirements for a law enforcement officer as set forth in 25 C.F.R. Part 12 or applicable state law.
- b. The parties may impose any other requirements including, for example, an orientation course in tribal, federal, state, or local law.
- c. If requested by the appointing agency, the applicant's agency shall provide a Federal Bureau of Investigation criminal history (NCIC, NLETS system, etc.) check on the applicant.
- d. If an appointing agency denies an officer an appointment, it shall disclose the grounds for such denial in writing to the applicant's agency.
- e. Any party may, at any time, suspend or revoke an officer's appointment for reasons solely within its discretion by notifying the officer's agency in writing of the suspension or revocation, its effective date, and the reasons therefore. Within ten (10) days after such notification, that officer's agency shall cause the appointment card and any other evidence of the appointment to be returned to the appointing agency.
- f. If any officer's agency possesses any information which may provide grounds for the suspension or revocation of an appointment, it shall immediately notify the Administrators. The Administrators shall notify each other when one of the following conditions exists:
 - (i) The SLEA officer separates from his or her employment as a full-time officer;
 - (ii) The SLEA officer is transferred to another area or jurisdiction;
 - (iii) The SLEA officer is suspended for any reason;
 - (iv) The SLEA officer is charged with or convicted of any felony, misdemeanor, or traffic offense, excluding misdemeanor traffic offenses;

- (v) The SLEA officer is found to have a physical, emotional, or mental condition which might adversely affect his or her performance as a law enforcement officer; or
- (vi) The SLEA has expired.

g. An SLEA granted under this agreement shall not exceed three (3) years. At the expiration of the SLEA, the Administrator for the party who granted the appointment shall review the officer's performance and either renew or terminate the SLEA.

5. **SCOPE OF POWERS.** Nothing in this Agreement shall be interpreted or construed as a dilution of any party's sovereignty or to grant a party the power to increase or diminish the political, governmental, or jurisdictional power of the United States, the Tribe, the County, or any agency of any of the them. **When acting pursuant to Paragraphs 9, 10, or 11, SLEA officers are given the power to enforce:**

- (i) All Federal criminal laws applicable to Indian country, including the Major Crimes Act (18 U.S.C. § 1153);
- (ii) All Tribal criminal laws under the Shoshone and Arapahoe Tribes Law and Order Code; and
- (iii) All County and State criminal laws under Wyoming statutes or County ordinances.

6. **JOINT POWERS.** Any power, privilege, or authority authorized by Tribal law, Wyoming Constitution, or United States Constitution may be exercised and enjoyed jointly by each of the party's SLEA officers to this Agreement having a similar power, privilege, or authority; but never beyond the limitation of such power, privilege, or authority, and each of the parties may exercise such power, privilege, and authority jointly to the extent that the laws of the United States, the Tribes, or the State of Wyoming grant similar powers, privileges, or authority. The parties to this Agreement, when acting jointly, may exercise and enjoy the power, privilege, or authority conferred by this Agreement; but nothing in this Agreement shall be construed to extend the jurisdiction, power, privilege, or authority of any party, beyond the power, privilege, or authority any of the parties might have when acting alone.

7. **NOTICE OF USE OF POWERS.** Any SLEA officer must give notice to the Administrator of the appointing party within 24 hours of exercising law enforcement powers or duties obtained as a result of this Agreement. A written report of the

incident will meet this requirement. Notification is not required in traffic enforcement citations.

8. **EXTRATERRITORIAL AUTHORITY.** All of the authority, privileges and immunities from liability, exemptions from laws, ordinances and rules, and all benefits which apply to the activity of law enforcement officers of parties to this Agreement when performing their respective duties and function within the territorial limits of their respective territories and jurisdictions, shall apply to them to the same degree and extent while engaged in the performance under this Agreement of any of their duties and functions extraterritorially.

9. **CALLS FOR SERVICE.**

a. In emergency situations, all parties agree that the philosophy of mutual assistance with respect to public safety is paramount. "Emergency" calls are defined generally, but not exclusively, as those involving homicide or death; felonious assaults; assaults in progress; robberies in progress; kidnap or attempted kidnaping; forcible rape or sexual assaults in progress; burglaries in progress; prowler present; domestic violence/abuse in progress; or motor vehicle accidents involving death, serious injuries, creation of hazardous highway obstructions, hazardous materials, or violation of criminal statutes.

b. Emergency calls for service will result in a response by the closest available SLEA officer, until an agency with primary responsibility assumes the lead investigative role. Additional resources may be dispatched as necessary by the primary or assisting agency to ensure control and mitigation of the emergency event.

c. If a SLEA officer or any agency receives a report or has knowledge of an incident that is not within an officer's primary jurisdiction, that officer shall refer that incident to the agency with primary jurisdiction. After notification, the officer may handle the call if the primary agency indicates it is not available and if it best serves the interest of the public and the agencies.

10. **FRESH PURSUIT.** Any law enforcement officer may proceed in fresh pursuit of an offender beyond the officer's primary jurisdiction into the jurisdiction of another party as follows:

a. Any SLEA officer in fresh pursuit of a person (i) who is reasonably believed by the officer to have committed a felony within his or her primary

jurisdiction or has committed, or attempted to commit, any criminal offense or traffic infraction within his or her primary jurisdiction in the presence of such officer, or (ii) for whom a warrant of arrest is outstanding for a criminal offense and the officer is in fresh pursuit in his primary jurisdiction, shall have the authority to pursue, arrest, and hold in custody or cite such person wherever that person is located within the jurisdiction of a party.

b. When a SLEA officer is engaged in a fresh pursuit beyond the officer's primary jurisdiction, that officer's dispatch shall notify the jurisdiction into which the pursuit is taken under procedures substantially similar to existing practice where notification is transmitted through existing dispatch frequencies to law enforcement officers.

11. **SLEA PATROLLING.** The Administrators are authorized to enter into patrolling agreements. Patrolling agreements shall be in writing and shall be limited to situations where the party with primary jurisdiction, because of manpower or other reasons, needs assistance on a routine basis. In the absence of a written patrolling agreement, nothing in this Agreement shall authorize a SLEA officer to routinely patrol or exercise the authority granted under Paragraph 5 on a routine basis in another party's jurisdiction.
12. **CUSTODY AND DISPOSITION.** In order to ascertain the proper prosecuting jurisdiction, the officer shall ask the arrested suspect, where practicable, whether he or she is Indian or non-Indian, and shall rely on that representation. The official determination of proper jurisdiction, however, will be made by a prosecutor from one of the jurisdictions, not a SLEA officer. The prosecutor may cause arrested persons to be delivered to authorized detention facilities of the parties to this Agreement when appropriate. Any person arrested by a SLEA officer shall be taken immediately to a responsible official of the apparent prosecuting jurisdiction and, if Indian, delivered to a Tribal jail or approved federal facility or, if non-Indian to the Hot Springs County Jail or Fremont County Jail, as appropriate.
13. **CITATIONS.** All SLEA officers shall issue: tribal citations, using Tribal citation forms, when issuing citations for violations of the Tribal Code; County citations, using County citation forms, when issuing citations for violations of Wyoming or County law; and federal citations, using federal forms when issuing citations for violations of federal law.
14. **SUPERVISION OF OFFICERS.** It is understood and agreed by the parties to this Agreement that the Tribe, the County or the BIA, their agents, employees, and

insurers, have no authority nor any right whatsoever to control in any manner the day-to-day discharge of the duties of officers whom they have appointed pursuant to this Agreement. SLEA officers shall remain under the ultimate control of their respective employers, but shall take supervision and directions from their counterpart agency while operating within the other agency's jurisdiction.

15. **REPORTS.** The agency with primary responsibility for the investigation of any incident or accident requiring generation of an official report will be furnished copies of all reports by the assisting agency, including those where the assisting agency assumes responsibility for and handles the incident.
16. **INSURANCE.** Each party agrees to carry and maintain adequate insurance coverage (commercial or self-insurance) for its own law enforcement officers and equipment to protect the party from any and all claims, losses, actions, and judgments for damages or injury to persons or property, or for law enforcement liability, including claims for false imprisonment or false arrest, public liability, and property damage, arising out of or in connection with its acts or performance under this Agreement, and shall maintain the policy in full force and effect during the Agreement.
17. **ARREST AND SEARCH WARRANTS.** Each party shall cooperate with the other parties in the execution of properly issued arrest and search warrants and shall observe the requirements of applicable Tribal, County, State, and Federal laws in so doing.
 - a. Each party shall present arrest warrants authorizing the arrest of any person located in the jurisdiction of one of the other parties to the appropriate police official or court of that other party. For the Tribes, a County arrest warrant shall be sent to the Tribal Court with the information prescribed by the Tribal Court. For the County, the Tribal arrest warrant shall be sent to County or District Court.
 - b. The SLEA officers for any of the parties may jointly execute warrants.
 - c. In all matters concerning extradition and/or rendition necessary to allow for the proper prosecution of any individual, extradition and rendition shall be sought pursuant to applicable Tribal, State, and Federal law, and the parties agree to cooperate in such proceedings.
18. **SERVICE OF PROCESS.** The County shall handle service of process within the exterior boundaries of the Reservation as if the Reservation were a United States

territory under the terms of Wyoming statutes and rules governing service of process substituting tribal for federal law enforcement officers where applicable. The Tribes agree to process any service of process requests requiring Tribal action in an expeditious manner.

19. **RECORDS.** The parties shall, subject to applicable laws respecting privacy and confidentiality and subject to any public records acts and the Freedom of Information Act, access and transmit to each other records in their possession or control which are useful in identifying and suing or arresting and prosecuting individuals or companies reasonably thought to have violated criminal and/or civil laws of the Tribes, the United States, the State of Wyoming, and/or Hot Springs County.

20. **LIABILITY.** To the extent provided by law, each party agrees to assume liability and be responsible for any liability arising from the actions of its own law enforcement officers/employees for acts performed under this Agreement.
 - a. It is understood and agreed that each party to this Agreement, its agents, employees, and insurers do not, by virtue of this Agreement, assume any responsibility or liability for the actions of SLEA officers which are performed outside the scope of their duties.

 - b. Notwithstanding subsection "a." above, any officer carrying a Special Law Enforcement Commission issued by the BIA will be treated as a Federal employee under the Federal Tort Claims Act and under 43 C.F.R. Part 22 in connection with any exercise of law enforcement responsibility in Indian country.

 - c. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement officers, such as the defense of qualified immunity.

 - d. Each party to this Agreement agrees to indemnify and hold harmless the others from any and all liability for any injury, damage, or claim suffered by any person or property caused by the party or its member/employee while performing under this Agreement unless such claims are proximately caused by gross negligence or wilful misconduct of another party or its officers.

21. **SOVEREIGN IMMUNITY.** Nothing in this Agreement is intended, nor shall it be construed or interpreted, to be a waiver of sovereign immunity of the Tribes, the County, or the United States nor to impair, limit, or affect the status of any agency or

the sovereignty of any government or their employees, officials and agents, not otherwise expressly waived by legislative act.

22. **COMPENSATION.** Each party agrees that it will not seek from another party any compensation for services rendered under this Agreement.
23. **DURATION OF AGREEMENT.** This Agreement shall remain in full force and effect, without expiration or modification, unless suspended, revoked, or amended. In the event of a modification, an amendment will be executed and signed by all of the parties.
24. **SUSPENSION OR REVOCATION OF AGREEMENT.** Any party hereto may suspend or revoke this Agreement at any time by formal action upon not less than thirty (30) days written notice to the others. The revocation shall be effective thirty (30) days after notice is sent by certified mail. Upon revocation of the Agreement, the parties shall return all shared books, records, or other documents including citation forms.
25. **SEVERABILITY.** The Provisions of this Agreement are severable and should any provision be held invalid or unenforceable, the remainder of the Agreement remains in effect unless terminated as provided in this Agreement.
26. **NOTICE.** 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.

In the case of the Tribes, notices shall be sent to:

Arlen Shoyo, Supervisor
Tribal Fish and Game Department
P.O. Box 217
Fort Washakie, WY 82514

Joint Business Council
Eastern Shoshone and Northern Arapaho Tribes
P.O. Box 217
Fort Washakie, WY 82514

In the case of the County, notices shall be sent to:

John Lumley, Sheriff
Joint Law Enforcement Center
417 Arapahoe Street
Thermopolis, WY 82443

Carl Allen
County Commissioners
Courthouse
415 Arapahoe Street
Thermopolis, WY 82443

In the case of the BIA, notices shall be sent to:

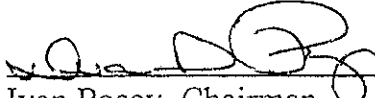
BIA Police Chief
Bureau of Indian Affairs
P.O. Box 158
Fort Washakie, WY 82514

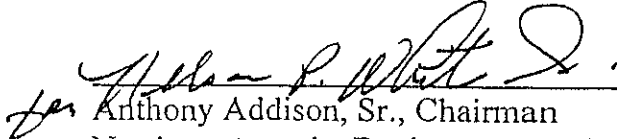
27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.
28. **WAIVER.** Waiver by one party of the performance of any covenant, condition, or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition, or promise contained herein. The waiver by one or more parties at the time for performing under the terms of this Agreement shall not be construed at a later date as a waiver of any requirement for performance under this Agreement.
29. **BINDING ON SUCCESSORS AND ASSIGNS.** This agreement shall be binding upon and shall inure to the benefit of each party, and to their successors and assigns.
30. **NO THIRD PARTY RIGHTS, USE OF AGREEMENT AS EVIDENCE.** This Agreement does not create any substantive or procedural right or benefit in favor of any person or entity not a party hereto, civil or criminal, neither does it create a duty to respond not otherwise imposed by law.

31. **EFFECTIVE DATE.** The effective date of this agreement shall be December 18, 2000.

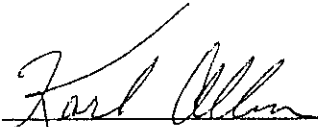
IN WITNESS WHEREOF, the parties hereto have set their hands.

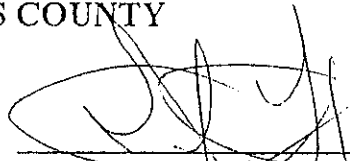
EASTERN SHOSHONE AND NORTHERN ARAPAHO TRIBES


Ivan Posey, Chairman
Shoshone Business Council
Date: 12/18/00

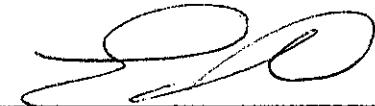

Anthony Addison, Sr., Chairman
Northern Arapaho Business Council
Date: _____

HOT SPRINGS COUNTY


Karl Allen, Commissioner
Hot Springs County
Date: 12/19/00


John Lumley, Sheriff
Hot Springs County
Date: 12/19/2000

UNITED STATES OF AMERICA, BUREAU OF INDIAN AFFAIRS


Ed Naranjo
District Commander
Date: 12-18-00

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