

STATE OF ALABAMA)

ESCAMBIA COUNTY)

INTERGOVERNMENTAL LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT made and entered into this the 2nd day of May, 2005, by and between the Poarch Band of Creek Indians, a federally recognized Indian Tribe, hereinafter "Tribe", the Escambia County Sheriff's Department, hereinafter "Department", and the Escambia County Commission, hereinafter "County", for the purpose of promoting cooperation between the law enforcement agencies of the Tribe and the Department; and further to increase the efficiency of law enforcement in Escambia County and on the Tribe's Reservation located in said County; and to promote and enhance public safety on said Reservation and in said County.

I

Department agrees to swear in, commission, and perform all acts necessary to ensure that all members of the Tribal Police are fully deputized as and become Deputy Sheriffs of Escambia County, Alabama, and Tribe agrees to swear in, commission and likewise perform all acts necessary to ensure that the Sheriff and all deputies of said Department become Tribal Police.

II

The parties hereto agree that all members of the Department who are sworn in as Tribal Police are allowed on reservation properties only for the purpose of enforcing Tribal Law and any federal laws which they may become qualified to enforce through certification by the Bureau of Indian Affairs, U. S. Department of Interior, and that all members of the Department, when on reservation property shall work under the direct supervision and authority of the Tribe's Director of Public Safety and/or Chief of Police. Further, said members of the Department, while on reservation property shall at times be considered Tribal Police and at no time shall they be deemed deputies of said Department or shall they have the authority or jurisdiction to act in said capacity.

III

The parties hereto agree that all tribal Police who are sworn in as Deputy Sheriffs of the Department, when on duty for the Department and working in the County off

reservation property, shall work under the direct supervision and authority of the Sheriff of the Department or any Deputy or Deputies designated by said Sheriff.

IV

Each Deputy and Tribal Policeman, while acting in their official capacity, within their scope and authority of employment shall have the respective powers, duties, rights, privileges and immunities of the Tribe or Department respectively dependent upon which official capacity they are functioning within.

V

The Tribe shall assume liability for acts of all deputies while serving as Tribal Police on reservation property unless said act is willful or malicious in nature and Department and County agree to hold Tribe harmless for any such acts.

VI

Department and County shall assume liability for all acts of Tribal Police while serving as deputies in the county off reservation property, unless said act is willful or malicious in nature and Tribe agrees to hold Department and County harmless for any such acts.

VII

Each party hereto shall continue all compensation to its employees regardless of the capacity in which said employees are performing official duties, including but not limited to compensation for injury, sickness or death.

VIII

This agreement shall be effective from the date first above written and signed by Escambia County Sheriff Grover W. Smith or upon termination of the same by any party hereto upon ten (10) days notice in writing to the other two parties.

POARCH BAND OF CREEK INDIANS

By: 

Its: CHARLES M. MAY

ESCAMBIA COUNTY, ALABAMA
SHERIFF'S DEPARTMENT

By: 

Its: SHERIFF

ESCAMBIA COUNTY COMMISSION

By: *Henry L. White*
Its: Chairman