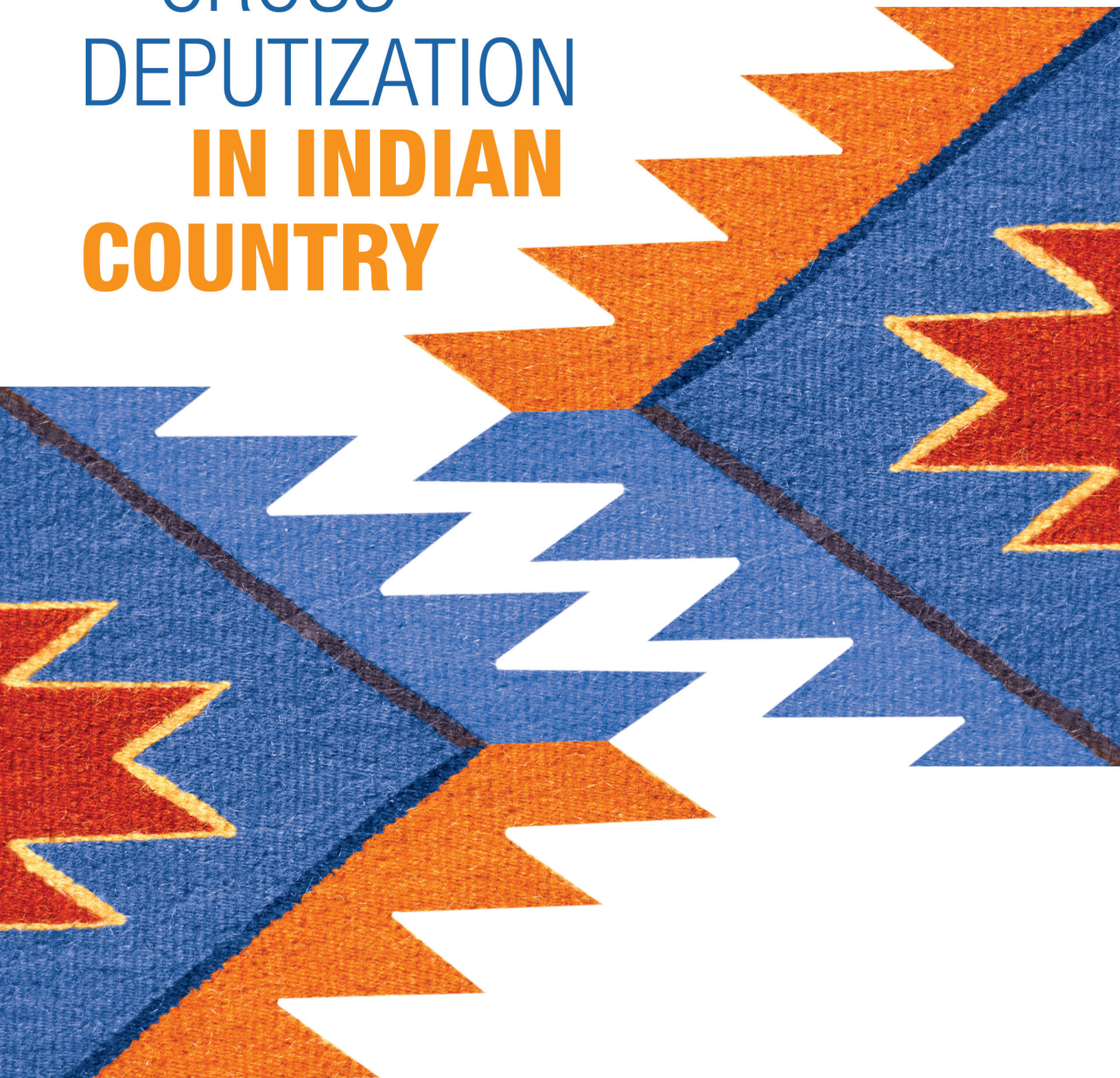


# CROSS- DEPUTIZATION IN INDIAN COUNTRY



**COPS**  
Community Oriented Policing Services  
U.S. Department of Justice



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# Introduction

**In 2017, jurisdiction in Indian country** is complicated by a morass of tribal, state, and federal laws; organizational policies; and court decisions. For years, law enforcement in and around Indian country has struggled with effectively addressing many types of criminal offenses. The jurisdictional issues of investigating and prosecuting criminals in Indian country has often been a cause of this struggle. Criminals aware of these jurisdictional issues would often use the confusion to avoid prosecution, ultimately leading to further victimization.

Officers working in jurisdictions where tribal communities are located are often forced to determine their current location, location of the offense, the political identity of the alleged victim and perpetrator, plus the nature of the alleged crime, all before determining if any action can be taken. This process not only is cumbersome for the officer and burdensome for the citizens but may also have life-threatening consequences in deadly force situations.

Since 2010, the passage of federal, state, and tribal legislation has strengthened the ability of various jurisdictions to collaborate with their local Indian country law enforcement entities. This has given tribal law enforcement officers a greater ability to effectively enforce a broader array of state or federal crimes within

their jurisdictions. Through these laws—the practice of “cross-commissioning” or “cross-deputization” of tribal law enforcement—the tribal law enforcement officer can potentially be empowered with the ability to enforce law in Indian country regardless of the suspect’s affiliation with a tribe. Cross-deputization can also enhance the abilities of state, county, and municipal law enforcement agencies to provide mutual aid and assistance to their tribal partners in their jurisdictions.

This guide, *Cross-Deputization in Indian Country*, will examine the issue of cross-deputization, its jurisdictional and legal limits, and how it has been implemented in various law enforcement agencies in Indian country throughout the United States. This publication will also offer some of the practices that have proven most successful as agencies have moved to cross-commissioning officers. The terms cross-deputization and cross-commissioning are used throughout this document to describe the same process of empowering municipal, state, federal, and tribal officers to assist one another in their public safety duties. Finally, *Cross-Deputization in Indian Country* will offer sample documents and agreements, including those compiled by the Bureau of Justice Assistance-funded “Walking on Common Ground” project, which may be used as a resource for agencies seeking to develop, expand, or enhance their cross-deputization of officers in Indian country.

For years, law enforcement in and around Indian country has struggled with effectively addressing many types of criminal offenses.





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# Need for Cross-Deputization

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**Historically, American Indians and Alaska Natives** have been an underserved population leading to an environment restricting the ability for law enforcement entities in and around Indian country to respond to and investigate crime. A 2004 U.S. Department of Justice (DOJ) report estimates that American Indian women residing in Indian country are victimized by intimate partner violence at rates as much as 50 percent higher than the next most victimized demographic.<sup>1</sup> A more recent DOJ report finds that more than 4 in 5 American Indian and Alaska Native women (84.3 percent) and men (81.6 percent) have experienced violence in their lifetime.<sup>2</sup> This same report also concludes that compared to non-Hispanic White-only women, American Indian and Alaska Native women are 1.2 times as likely to have experienced violence in their lifetime while also being significantly more likely to have experienced violence by an interracial perpetrator.

For years, law enforcement in and around Indian country has struggled with effectively addressing domestic violence and other crimes. The jurisdictional issues of investigating and prosecuting criminals in Indian country have often been a cause of this struggle. Criminals aware of these jurisdictional issues would often use the confusion to avoid prosecution, ultimately leading to further victimization.

Since 2010, the passage of federal, state, and tribal legislation has strengthened jurisdictions' ability to collaborate with their local Indian country law enforcement entities. This has given

tribal law enforcement officers a greater ability to effectively enforce a broader array of state crimes within and outside of their jurisdictions. One such action was the passage of the Tribal Law and Order Act (TLOA) of 2010. TLOA encouraged the U.S. Attorney General to provide assistance to state, local, and tribal governments to enter into cooperative agreements such as cross-deputization agreements. TLOA describes the purpose of these agreements as "(1) improving law enforcement effectiveness; (2) reducing crime in Indian country and nearby communities; and (3) developing successful cooperative

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1. Steven W. Perry, *American Indians and Crime: A BJS Statistical Profile, 1992–2002* (Washington, DC: Bureau of Justice Statistics, 2004), <https://www.bjs.gov/content/pub/pdf/aic02.pdf>.

2. André B. Rosay, *Violence against American Indian and Alaska Native Women and Men: 2010 Findings from the National Intimate Partner and Sexual Violence Survey* (Washington, DC: National Institute of Justice, 2016), <https://www.ncjrs.gov/pdffiles1/nij/249736.pdf>.

relationships that effectively combat crime in Indian country and nearby communities.”<sup>3</sup> TLOA acknowledges that tribal police officers usually are the first responders to address crimes on Indian reservations and encourages greater cooperation among tribal, federal, and state law enforcement agencies.

Another important action was the Violence Against Women Reauthorization Act of 2013 (VAWA 2013). A goal of VAWA 2013 was to improve the ability for federal, state, county, and tribal law enforcement authorities to collaborate in their collective response to power-based interpersonal violence in three ways. First, it strengthens the statutory language and penalties provision for certain crimes of power-based interpersonal violence under federal law. Second, it recognizes the tribes’ inherent authority to exercise jurisdiction over certain crimes of power-based interpersonal violence such as domestic or dating violence regardless of a defendant’s status as Indian or non-Indian. Finally, it addresses the tribe’s full civil jurisdiction to issue and enforce protection orders involving any person in matters arising anywhere within the tribe’s Indian country.

Through these laws and the practice of cross-commissioning of tribal law enforcement, the tribal police officer can potentially be empowered with the ability to enforce various types of law both in and outside of Indian country regardless of a person’s tribal status or location.

### What type of Indian country do you have in your jurisdiction?

Agency leaders considering partnering on a cross-commissioning procedure should be aware that not all tribal jurisdiction and law enforcement is the same. A tribal law enforcement report by the Bureau of Justice Statistics noted,

*“In September 2008, American Indian tribes operated 178 law enforcement agencies that employed at least one full-time sworn officer with general arrest powers or the equivalent in part-time officers. The total includes 157 general purpose tribal police departments and 21 special jurisdiction agencies tasked with enforcing natural resources laws that pertain primarily to hunting and fishing on tribal lands. Collectively, tribes operated law enforcement agencies in 28 states. Washington (24), Arizona (22), Oklahoma (19), and New Mexico (17) had the largest numbers of tribal law enforcement agencies. In addition to tribally operated agencies, the Department of the Interior’s (DOI) Bureau of Indian Affairs (BIA) operated 42 agencies that provided law enforcement.”<sup>4</sup>*

These statistics should underscore that with a total of 567 federally recognized tribes—and, depending on many factors, the structure and authority of the tribal law enforcement—agencies may be very different. It is therefore imperative that before moving forward with a cross-deputization program, the type of tribal law enforcement jurisdiction should first be identified.

3. Tribal Law and Order Act of 2010. Pub. L. No. 111-211, tit. II, §234(a), 124 Stat. 2262, 2279–80 (2010).

4. Brian A. Reaves, *Tribal Law Enforcement, 2008* (Washington, DC: Bureau of Justice Statistics, 2011), <https://www.bjs.gov/content/pub/pdf/tle08.pdf>.



## Purpose of cross-deputization

The purposes of cross-deputization are as follows:

- Improving law enforcement effectiveness
- Reducing crime in Indian country and nearby communities
- Developing successful cooperative relationships that effectively combat crime in Indian country and nearby communities

Over the years tribal, local, state, and federal agencies have attempted to address the issue of jurisdiction with cooperative agreements, cross-deputization programs, and mutual aid agreements with varying degrees of success. Most research and anecdotal information obtained from interviews points out significant challenges with cross-deputization efforts. Lack of information, coordination, funding, varying training requirements, and other issues can present challenges in building effective professional relationships and agreements. However, when successful, these efforts can be extremely beneficial. According to *Criminal Justice in Indian Country: A Solution of Cross-Deputization*, “Cooperative agreements including Deputization, Cross-Deputization, or Mutual Aid agreements have proved instrumental in streamlining the exercise of law enforcement in Indian country; allowing officers to more effectively perform their duties of protecting the public from crime.”<sup>5</sup>

There is a clear need in Indian country for stronger cooperation between federal, state, local, and tribal authorities to make not only tribal communities but also all surrounding communities safer. On some reservations, enforcement and

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5. Hannah Bobee et al., “Criminal Jurisdiction in Indian Country: The Solution of Cross-Deputization,” *Michigan State University College of Law Indigenous Law & Policy Center Occasional Paper Series* 2008-01 (July 2008), 2, <https://www.law.msu.edu/indigenous/papers/2008-01.pdf>.

jurisdictional issues lead to conflict and reduced cooperation between tribal and local, state, or federal law enforcement agencies. According to the Indian Law and Order Commission’s report *A Roadmap to Making Native America Safer*, “great promise has been shown in those States where intergovernmental recognition of arrest authority occurs . . . and wherever intergovernmental cooperation has become the rule, not the exception, that arrests get made, interdiction of crime occurs, and confidence in public safety improves.”<sup>6</sup>

Greater intergovernmental cooperation often results in better services in Indian country: more cost-effective, culturally appropriate, and with better arrest and prosecution rates. Deputization of tribal officers through memoranda of understanding (MOU) or deputization agreements with local law enforcement agencies (such as the county sheriff) have shown success. Consider Michigan where, although statutory authority exists for one, there is no state cross-deputization agreement with tribal law enforcement; however, nine of the 10 tribes that have tribal police departments have agreements with local law enforcement.<sup>7</sup> These agreements allow for cross-deputization of tribal and county officers to enforce one another’s laws with certain limitations. Under these agreements, officers can arrest a suspect, secure a crime scene, protect evidence and witnesses, and ensure arraignment and prosecution.

Greater intergovernmental cooperation often results in better services in Indian country.

## Cross-Deputization in Indian Country

In Arizona, tribal police are able to take state Peace Officer Standards and Training (POST)–certification training and then enforce state law in their tribal law enforcement capacity. Tribal

Another benefit to a state and tribal agreement is the longevity of that agreement.

officers who meet Arizona state qualification and training standards for law enforce-

ment can then exercise all law enforcement powers of peace officers under Arizona law.<sup>8</sup> In Oregon, peace officer powers are also granted to qualifying tribal police officers regardless of their tribe's status under Public Law 280 (18 U.S.C. § 1162, which mandates the transfer of federal law enforcement authority to state governments in some states and allows it in others).<sup>9, 10</sup> In Oklahoma, tribal law enforcement officers who are certified Oklahoma peace officers are granted full police powers throughout the state.<sup>11</sup>

### Making the case for state deputization

Although deputization agreements between a county sheriff and a tribe are the most common (and, by many standards, the most successful) type of cross-deputization arrangement, a case can be made for a state deputization between a state police agency and individual tribes. Currently, legislation in Arizona, Oklahoma, Kansas,

and New Mexico allows for this type of deputization and specifically addresses often-controversial issues including training, liability, and sovereign immunity.<sup>12</sup> If statutory authority permits, agreements of this type may be broader in scope, more geographically encompassing, and more long-term than agreements between a county sheriff and a tribe; this is because state police generally have jurisdiction throughout the state.

Another benefit to a state and tribal agreement is the longevity of that agreement. Traditionally, sheriffs serve two- or four-year terms, and when the sheriff leaves office, agreements may be null and void and must be renegotiated. While many sheriffs would be willing to continue existing agreements, there have been instances in which jurisdictional disputes or a host of other issues have led to non-renewal. For example, in 2015 in Humboldt County, California, the Hoopa Valley tribe and the county came to an impasse on their cross-deputization agreement and the 20-year-old agreement was terminated.<sup>13</sup> However, the agreement was renegotiated in 2016 and is back in place.<sup>14</sup> In many deputization agreements with sheriffs, the cross-deputization of the tribal law enforcement officer is at the pleasure of the sheriff and may be revoked at any time.

Finally, state police forces may be able to provide personnel, technology, and services that cannot be provided on the county level. Tribes entering

8. Authority of Peace Officers Outside Geographical Area of Agency, ARS § 13-3874(A).

9. National Criminal Justice Training Center of Fox Valley Technical College, *Public Safety Partnerships in Indian Country* (Washington, DC: Office of Community Oriented Policing Services, 2015), 3–4, <https://ric-zai-inc.com/ric.php?page=detail&id=COPS-P330>.

10. State Police; Crime Reporting and Records; Public Safety Standards and Training; Private Security Services, ORS 181A.680–692, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors181a.html](https://www.oregonlegislature.gov/bills_laws/ors/ors181a.html).

11. Okla. Stat. § 21–99, [http://oklegal.onenet.net/oklegal-cgi/get\\_statute?99/Title.21/21-99.html](http://oklegal.onenet.net/oklegal-cgi/get_statute?99/Title.21/21-99.html).

12. Matthew Lysakowski and Priya Sarathy Jones, "Tribal Law Enforcement Authority to Enforce State Laws," *Police Practice and Research* 18, no. 1 (2016), 49–61, <http://www.tandfonline.com/doi/full/10.1080/15614263.2016.1205984>.

13. Lee Romney, "In Humboldt County, Tribe Pushes for Bigger Law Enforcement Role on Its Lands," *Los Angeles Times*, October 20, 2015, <http://www.latimes.com/local/california/la-me-tribal-law-enforcement-20151020-story.html>.

14. Jeremy Chen, "Hoopa Police, Humboldt Sheriff's Office Agreement Finalized," Bonten Media group, Inc., last modified May 13, 2016, <http://www.krcrtv.com/north-coast-news/eureka-news/humboldt/hoopa-police-humboldt-sheriffs-office-agreement-finalized/11442360>.

into agreements with state law enforcement agencies may also be able to gain access to crime labs, forensic investigation technology, specialized resources, and professional training that might not be available in county agreements.

### **Cross-deputization— basic program guidelines**

A cross-deputization or commissioning program can take many forms, granting a wide array of authority. At the discretion of the Bureau of Indian Affairs (BIA) Office of Justice Services (OJS) some tribal law enforcement agencies and their officers are allowed to enter into a federal cross-deputization agreement with the BIA called a Special Law Enforcement Commission (SLEC) after federal statutory and regulatory requirements are completed. The SLEC, which designates tribal police officers as deputy special officers of the BIA to enforce federal laws, may be a part of or precursor to local cross-deputization agreements. It is important that when considering a cross-commissioning program, certain requirements be met:

**1. Determine if there are any existing laws within the state or tribe that provide the structure for cross-commissioning.** By statute in Arizona, tribal law enforcement officers who otherwise meet Arizona's training standards are granted law enforcement powers of an Arizona peace officer.<sup>15</sup> In addition, by an agreement with the Navajo Nation, tribal commissions are granted to Arizona peace officers to enforce Navajo traffic and criminal laws.<sup>16</sup> If there are existing

state or tribal laws already in place, institution of a program may be much easier, as long as the requirements are met.

**2. Written MOUs between state or county law enforcement agency and Tribal Governments are necessary.** These agreements are necessary for a number of reasons:

- They will provide indemnification to officers operating under the color of the agreement.
- They will provide clear expectations as to the authority granted.
- They will provide clear expectations of all parties in the agreement.

It is important to understand that agreements may need to be revisited as changes in government bodies occur, whether the change is a newly elected sheriff or a newly elected Tribal Government. Such changes may cause a shift or change in the perception of the need for cross-commissioning of officers. The results of a change in perception can lead to the dissolution of any previously agreed-upon MOU.

**3. Additional training should always be provided to officers receiving the cross commission.**

The complexities of this issue should, at a minimum, require a familiarization with the expectations of the officer as it pertains to the MOU. Additional training considerations should be given to use of force, search and seizure laws, and criminal justice processes. Although there are similarities between criminal justice systems on and off tribal land, there are also differences, and familiarizing officers with those differences can avoid conflict. Combined in-service types of trainings between tribal and local, county, state, or federal law enforcement can be helpful to familiarize officers with one another and to develop bonds that can be helpful in promoting

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15. Authority of Peace Officers Outside Geographical Area of Agency (see note 8).

16. Regina Hoylan, *Cross-Commission & Law Enforcement Agreements between Navajo Nation and States/Counties*, presentation at Enhancing Cooperation: Tribal-State Public Safety Agreements webinar, March 2013, <http://www.ncja.org/sites/default/files/documents/EnhancingCollaboration.pdf>.

## Cross-Deputization in Indian Country

cross-agency efforts. Further, cultural understanding and training like that offered by the Riverside County Sheriff's Department's Tribal Liaison Unit can build mutual trust and understanding between tribal and non-tribal law enforcement.<sup>17</sup>

### Factors to consider when developing an agreement

Because tribal and non-tribal law enforcement agencies are organized in various ways, the type of agreement that is reached between agencies should be based on each entity's structure and legal status. Another factor when determining the type of agreement to be made is the various jurisdictional situations in Indian country. Jurisdiction depends on many factors, including where the crime was committed, who committed the crime, and the nature of the crime committed.<sup>18</sup> Depending on these factors, multiple law enforcement agencies may have jurisdiction to conduct an investigation or arrest a suspect, including the Federal Bureau of Investigation (FBI), the BIA-OJS, or tribal police.

Understanding jurisdiction is essential when developing cross-deputization agreements. For example, in most instances, tribal law enforcement officers lack authority to arrest a non-Indian violating state law on the reservation (though

they can detain and hold suspects), while state officers cannot respond to calls involving Indians on tribal lands and tribal officers cannot enforce federal laws on tribal lands without special federal authority.

In order to alleviate some of these complicated issues of jurisdiction and agency authority, federal, state, local, and tribal governments have entered into cross-deputization agreements that delineate authority in tribal and surrounding communities. These agreements give the contracting law enforcement agencies official powers to enforce laws outside of their primary jurisdiction and regardless of the identity of the offender. Regardless of the agencies involved or the specific contract requirements, the general intent of these law enforcement agreements is to have the agencies work together to cooperatively enhance public safety in tribal and surrounding communities.

Understanding jurisdiction is  
essential when developing  
cross-deputization agreements.

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17. Lyndon "Ray" Wood, "Riverside County Sheriff's Tribal Liaison Unit," *Community Policing Dispatch* 4, no. 11 (November 2011).

18. *A Roadmap for Making Native America Safer* (see note 6).





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# Agreement Components

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Although every cross-deputization agreement, cooperative agreement, mutual aid agreement, or contract is unique and based on the specific needs and requirements of the participating agencies, some general categories found in most agreement include Parties, Statement of Purpose, Duties and Responsibilities, Communication and Information Exchange, Personnel, Certification and Training Requirements, Equipment, Jurisdiction and Identification of Geographic Areas, Scope of Powers, Incarceration, Extradition, Investigations, Prosecution, Forfeitures, Indemnification and Liability, Dispute Resolution, Sovereign Immunity, and Severability and Termination.

Listed here is some general information that can be used by agencies developing or modifying a cross-deputization agreement.

- **Parties.** This section identifies all parties to the agreement and their legal names.
- **Statement of purpose.** The statement of purpose identifies the key reasons for the agreement as well as agreed-upon goals and implementation methodologies.
- **Duties and responsibilities.** This section clearly describes the specific duties and responsibilities for all parties. This section is usually the largest and most detailed of all sections in the document.
- **Communication and information exchange.** Although not commonly included in most agreements, methods of communication as well as when and how information will be exchanged between parties are important elements to include to avoid misunderstandings and breakdowns in communication.
- **Personnel.** All personnel who are governed by this cross-deputization agreement should be identified in this section.
- **Certification and training requirements.** This section specifically lists the certification and training requirements of all officers governed under this agreement. It identifies the certification agency and requirements for any initial or continuing certification or education.
- **Equipment.** This section describes equipment, supplies, and materials that may be used in performance of the policing duties.
- **Jurisdiction and identification of geographic areas.** Because of the checkerboard nature of many tribal areas, an exact identification of geographic areas is usually required. Agreements often contain maps or specific GPS coordinates to help identify areas.

- **Scope of powers.** This section identifies the overall powers necessary to enforce criminal and traffic laws in the designated area as well as powers to conduct searches and make arrests.
- **Incarceration.** Specific policing duties described in this section include authority and powers of arrest. This also includes court process and warrant service if applicable. This section should clearly delineate who can make arrests for what offenses and the protocol for disposition of the arrested person.
- **Extradition.** Specific extradition policies and procedures will be described in this section.
- **Investigations.** All investigation procedures as well as search and seizure procedures conducted within the geographic boundaries of the agencies will be described.
- **Prosecution.** This section may include the details of the prosecution of various offenses and responsible parties.
- **Forfeitures.** All procedures for determining forfeitures and the distribution of the forfeited property itself or the proceeds from sales of any items should be enumerated in this section.
- **Indemnification and liability.** This section should specifically address issues such as insurances and indemnification and the responsibilities of all parties (tribal, municipality, county, state, federal) including liability requirements, indemnification specifications, and insurance certificates.
- **Dispute resolution.** The section should address all aspects of dealing with grievances and the various remedies that are available for parties who feel they have been aggrieved. This section should also establish the fact that the entire agreement contained in the document, including terms for arbitration of issues, is binding on both parties.
- **Sovereign immunity.** This section usually includes some language describing the tribal nation's unequivocal rights of sovereign immunity and how it cannot be diminished in any way by this agreement.
- **Severability and termination.** The final section of the contract should address all contract agreement termination terms and conditions.

It should be noted that negotiating the initial agreement may be one of the most difficult stages in the cross-deputization process. During these negotiations, both parties must be willing to work with each other on a variety of issues that are not only general law enforcement issues but also tribal sovereignty, cultural sensitivity, liability, and sovereign immunity.

Law enforcement personnel without a tribal background may not be aware of tribal culture or customs as they perform their policing duties. Thus they may want to work with their tribal partners to receive culturally relevant training courses for non-tribal officers and department staff specific to the tribe or tribes with which they work. For example, the Riverside County (California) Sheriff's Office established a Tribal Liaison Unit in 2008 that not only offers training to the general tribal population on law enforcement topics but also ensures sheriff's office deputies are trained on tribal culture and history.<sup>19</sup>

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19. Lyndon "Ray" Wood, *Riverside County Sheriff's Tribal Liaison Unit*, Community Policing Dispatch, (Washington, DC: Office of Community Oriented Policing Services, 2011) Vol 4. 11, <http://cops.usdoj.gov/html/dispatch/11-2011/riverside-county-sheriffs-unit.asp>.

During the course of this research and in interviews with tribal and non-tribal law enforcement and tribal officials, some common obstacles to implementing various cross-deputization programs were noted. These included the following:

- **Lack of cultural awareness and cultural sensitivity training for non-Indians.** Tribes have a long and rich history of culture and practices that are unique to each one. Tribal members learn that history, which is often not known to those outside the tribe. Non-Indian law enforcement officers are often not aware of these values or traditions and are therefore not sensitive to those issues. In one interview with a sheriff who was attempting to establish a neighborhood watch program on tribal lands, he said he was informed that no tribal members would participate—thus effectively ending the program before it began—because if someone was jailed because of a tip, the person providing the information would be responsible for supporting the family of the jailed person until their release. Training for sheriff’s office personnel can help inform law enforcement officers and staff about tribal culture and customs that may impact law enforcement efforts.
- **Political change in local and tribal government or leadership.** Interviewees said that often personnel would spend significant amounts of time and resources to negotiate cross-deputization agreements only to have changing local or tribal governments or individual leaders stall the process. After one such leadership change, tribal leaders who had previously contracted with the BIA and who had local sheriffs’ deputies cross-deputized removed non-tribal police from their tribal lands. Patience and diplomacy will be needed by all parties during changes of local and tribal administrations.

- **Issues surrounding liability and insurance coverage.** Liability can be a major stumbling block in cross-deputization agreements; tribes are sovereign nations with associated sovereign immunity. Immunity and insurance issues should be clearly discussed and set out in any agreements.
- **Coordinating certifications and training for officers.** Tribal law enforcement officers are governed by officer certification or training requirements; they must follow tribal or, in many instances, BIA law enforcement certification and training requirements. Given that, it may be that some current tribal officers do not meet state minimum training requirements, have sufficient background checks, or have the minimum educational requirements to meet a specific state standard. In states such as Michigan and Oklahoma, state law requires all peace officers (including all tribal officers) who will be enforcing state laws to be certified and licensed as state officers, thereby setting minimum standards and statutory authority to enforce state laws and make arrests.<sup>20</sup>

Training for sheriff’s office personnel can help inform law enforcement officers and staff about tribal culture and customs that may impact law enforcement efforts.

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20. Michigan Commission on Law Enforcement Standards Act (see note 7; Okla. Stat. § 21–99 (see note 11)).





# Conclusion

**The use of a cross-deputization** or commissioning program has the potential to greatly strengthen the law enforcement effort in tribal and surrounding communities. Through community policing concepts like partnering among tribal, federal, state, and local agencies, cross-commissioning has the potential to increase safety for all communities as a force multiplier to the enforcement of many types of laws. Although cross-deputization has been successfully implemented by numerous agencies, there are other alternatives that may assist in building collaboration and cooperation between tribal law enforcement and their non-tribal counterparts such as contracting for policing services with nearby law enforcement agencies or even establishing mentoring relationships to build partnerships and improve relations. One example of a contracting arrangement is in King County, Washington, where the Muckleshoot Tribe Police Department (MTPD) is made up entirely of King County Sheriff's Office (KCSO) deputies under the county's innovative contracting arrangement to provide law enforcement services to local communities that are personalized for the locality.<sup>21</sup>

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21. For more information on this initiative, see M. Scott Sotebeer, "Tribal Policing Partnerships: The Muckleshoot Tribe and the Sheriff," *Community Policing Dispatch* 6, no. 1 (January 2013), <http://cops.usdoj.gov/html/dispatch/01-2013/tribal-policing-partnerships.asp>.

Liaison units such as the one established in Riverside, California, may not rise to the level of a cross-deputization initiative and yet may provide essential partnering services and foster a more collaborative environment between tribal and local law enforcement agencies. These programs can assist in building constructive relationships between both line and command staff level personnel.<sup>22</sup>

Whether cross-deputization, contracting, or partnering with a liaison unit, the goal of creating, expanding, and maintaining positive relations between tribal officers and their non-tribal law enforcement counterparts will ultimately result in better policing services for communities.

The appendices include a list of project members, the interview questionnaire, sample cross-deputization and assistance agreements, and a link to the "Walking on Common Ground" resource where numerous other agreements are maintained.

The use of a cross-deputization or commissioning program has the potential to greatly strengthen the law enforcement effort in tribal and surrounding communities.

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22. For more information on the Riverside County Tribal Relations Unit, see Tribal Liaison Unit (TLU), Riverside County Sheriff-Coroner, accessed March 17, 2017, <http://www.riversidesheriff.org/tlu/>.



# Appendix A.

## NSA Cross-Deputization Project Advisory Panel

- Sheriff Leo Mioduszewski  
Isabella County, Michigan
- Sheriff Kevin Thom  
Pennington County, South Dakota
- Sheriff Robert Menzel  
Ziebach County, South Dakota
- Sheriff Keith E. Gall  
Corson County, South Dakota
- Sheriff Ship Hornecker  
Fremont County, Wyoming
- Sgt. Mark Rigali  
Sheriff's Department  
Riverside County, California
- Commander Shannon Buhl  
Cherokee Nation Marshal Service  
Oklahoma

## Appendix B.

# NSA Cross-Deputization Project Agency Questionnaire

1. Does your agency cross-deputize sworn officers?
2. What are the benefits of cross-deputization?
3. What are some of the challenges you have encountered with the cross-deputization program?
4. Do you provide officers with additional training? If so, how much? And to whom (county deputies, tribal police officers, both)?
5. What are some of the challenges you have encountered with officers?
6. What are some of the challenges you have encountered with the program?
7. What are some of the jurisdictional challenges you have encountered with the conflicts between tribal law and state or federal laws?
8. What advice would you give other agencies that are considering cross-deputization?
9. Do you have state statutes that govern cross-deputization, or do you develop your own MOUs?
10. Do you have any documentation, MOUs, sample contracts, or state statutes regarding cross-deputization of officers that you could provide for this project?

# Appendix C.

## Mutual Aid Agreement between the Arizona Department of Public Safety and the Fort McDowell Yavapai Nation

*This appendix has been slightly modified to adhere to COPS Office publication standards.*

THIS AGREEMENT, entered into as of December 15, 2009, between the Fort McDowell Yavapai Nation, hereinafter referred to as the NATION and the Arizona Department of Public Safety, a political subdivision of the State of Arizona, hereinafter referred to as "DPS."

WHEREAS, it is to the mutual benefit of the parties hereto that they enter into an AGREEMENT of mutual protection and assistance in the field of law enforcement, and recognizing that this AGREEMENT does not constitute a waiver of State of Arizona or the NATION's sovereignty, and

NOW, THEREFORE, DPS pursuant to A.R.S. §11-951, et seq., and A.R.S. §13-3872, and the NATION, by virtue of and pursuant to the authority contained under Article V, Section A (3), (4) and (15) of the Constitution of the Fort McDowell Yavapai Nation, do hereby enter into this AGREEMENT to more efficiently and economically facilitate and provide for the protection of the citizens of the State of Arizona and the NATION, and for the protection of the law enforcement officers subject to this AGREEMENT.

NOW, THEREFORE, it is mutually agreed by the parties hereto:

1. Commencing on December 26, 2009, for a period of five (5) years, DPS and the NATION agree to cooperate and assist each other when designated law enforcement officers employed by either Party request assistance, when said call does not conflict with the requested officers' duties.
2. DPS, through its duly designated and employed officers, agrees to assist and aid the designated and employed officers of the NATION when called upon, and the NATION, through its duly designated and employed officers, agrees to assist and aid DPS designated and employed officers. Such assistance will be provided unless such call conflicts with then present duties.
3. Upon a duly authorized request of a NATION's officer for assistance, the DPS officer or officers will assist the NATION's officer or officers in enforcement of the Law and Order Code of the Fort McDowell Yavapai Nation. Responding DPS officers recognize that the NATION's officers will be the officers

in charge when they respond to provide aid and assistance within the confines of the Fort McDowell Indian Reservation (Reservation). DPS officers requested by a NATION's officer to render assistance, or who enter on to the Fort McDowell Indian Reservation while engaged in the "HOT PURSUIT" of a fleeing suspect may detain, but shall not remove a Native American from the reservation. Detained Native American individuals will be turned over to the responding officers of the NATION.

4. Upon a duly authorized request of a DPS officer for assistance, the NATION's officer or officers will assist the DPS officer or officers in enforcement of the law relating to all crimes of the State of Arizona as set out in Arizona Revised Statutes, 1956, as amended. Responding Tribal police officers recognize that DPS officers will be the officers in charge when they respond to provide aid and assistance outside the borders of the Reservation.
5. DPS officers and the NATION's officers will provide assistance to the other Party when there is a duly authorized request in non-criminal incidents and accidents where a response does not conflict with their present duties.
6. The NATION agrees to hire and pay the entire salary of the duly commissioned officers of the NATION's Police Department without compensation from DPS, and DPS agrees to hire and pay the salaries of the duly commissioned officers of the DPS without compensation from the NATION, in the exercise of any of the provisions of this AGREEMENT.

Nothing contained in this AGREEMENT shall be construed or constructed as an employment contract of individual officers of the NATION or DPS.

7. Each Party shall be responsible and liable for damages caused by its employees under this AGREEMENT when said employees are acting within the scope of their employment. Each Party shall hold the other Party harmless for liability caused by its employees. Each Party shall have the right of contribution against the other to the extent of liability caused by the others' employees in activities creating joint liability. Officers of the assisting Party shall not be considered employees of the requesting Party.
8. In rendering mutual law enforcement assistance, each Party shall be responsible for the provision and maintenance of its own equipment, materials, and supplies except in cases of emergency wherein it appears to the officers involved that the sharing or use of equipment is necessary or proper.
9. After occurrences in which mutual assistance was given, each Party shall exchange with the other Party all reports arising out of such occurrence when requested by the other Party; provided that nothing in this section shall be interpreted to waive, limit, or remove the duty of confidentiality imposed or allowed by applicable law(s) as to such reports or the contents thereof. Reports generated pursuant to mutual aid between the agencies remain the records of the respective agencies and any public records requests may be governed by applicable law(s).



10. Each Party shall within its lawful methods of financing, establish and provide for payment of the costs and expenses of performance of its obligations undertaken pursuant to this AGREEMENT and no taxable event shall arise from this AGREEMENT. Each Party will pay its own incurred overtime and expenses associated with officers working an occurrence or traveling to testify or testifying. It is also contemplated that the chief law enforcement officer for each Party shall direct and require his officers to travel and testify, with subpoena, to the court with jurisdiction over the occurrence.

11. For the purposes of a worker's compensation, an employee of a Party to this AGREEMENT who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this AGREEMENT, shall be deemed to be an employee of the Party who is his/her primary employer and of the Party under whose jurisdiction and control he/she is then working as provided in A.R.S. 23-1022 (D) and the primary employer Party of such an employee shall be solely liable for payment of worker's compensation benefits for the purposes of this section. Each Party herein shall comply with provisions of A.R.S. 23-1022 (E) by posting public notice if required.

12. The Parties to this AGREEMENT agree that the applicability of Federal and Tribal laws in Indian Country may depend on whether the subject or the victim is Native American, and that State law has been held generally to be inapplicable to Native Americans in Indian Country. The Parties agree that nothing in

this AGREEMENT shall make any law applicable to a certain person or certain conduct where it would not otherwise be applicable.

13. The Parties may impose other requirements including, but not limited to, an orientation course on BIA, Tribal, or State criminal procedures.

14. Nothing in this AGREEMENT shall be construed as a waiver of any government's sovereign immunity, and is not intended to impair, limit, or affect the status of any Party or sovereignty.

15. This AGREEMENT may be canceled or terminated by either Party at any time upon thirty (30) days written notice by registered or certified mail. Notices are to be addressed to the Director of DPS for the State of Arizona, and to the General Manager of the Fort McDowell Yavapai Nation for the NATION.

16. This AGREEMENT shall become effective ten (10) calendar days after the filing of this AGREEMENT with the Secretary of State of Arizona.

17. All Parties are hereby on notice that this AGREEMENT is subject to cancellation for Conflicts of Interest pursuant to A.R.S. § 38-511.

18. The Parties agree that Executive Order 99-4 is incorporated by reference and is applicable, unless exempted or superseded by other applicable law(s).

[SIGNATURES]

FORT MCDOWELL YAVAPAI NATION  
STATE OF ARIZONA

# Appendix D.

## Law Enforcement Agreement between the Navajo Nation and the Arizona Department of Public Safety

*This appendix has been slightly modified to adhere to COPS Office publication standards.*

### **Section I—Parties.**

This law enforcement agreement (hereinafter “AGREEMENT”) is entered into by and between the Navajo Division of Public Safety, the Navajo Police Department (hereinafter “NATION”), and the Arizona Department of Public Safety (hereinafter “AZ DPS”). The Navajo Nation and the State of Arizona may also be referenced as Parties or Agencies.

### **Section II—Purpose.**

This AGREEMENT is entered into to provide for the orderly and effective enforcement of the criminal and traffic laws of the Navajo Nation and the State of Arizona within Navajo Nation Country, as defined in 18 U.S.C. § 1151; to prevent any jurisdiction from becoming a sanctuary for violators of the law of another jurisdiction; to prevent interjurisdictional flight; and to foster greater respect for the laws of each jurisdiction by the more certain application thereof. This AGREEMENT is based on mutual respect for and

recognition of the inherent sovereignty of the Navajo Nation and the State of Arizona and the laws enacted by each sovereign.

### **Section III—Authorities.**

The NATION is duly authorized to enter into this AGREEMENT pursuant to 17 N.N.C. § 102 and 2 N.N.C. § 1353, as amended. AZ DPS is authorized to enter into this AGREEMENT pursuant to A.R.S. § 11-951, *et seq.*, and A.R.S. § 13-3872.

### **Section IV—Creation of Third Party Rights or Benefits; Use of Agreement as Evidence.**

This AGREEMENT does not create any substantive or procedural right or benefit, civil or criminal, in favor of any person or entity not a party hereto; nor does it create a duty to respond not otherwise imposed by applicable law. No part of this AGREEMENT may be used as evidence in any court proceeding by any party hereto or any successor, assignee, or subrogee or any party hereto unless the entire AGREEMENT is also received into evidence. Failure to follow the provisions of the AGREEMENT shall not, of itself, constitute a defense, ground for suppression of evidence, or basis for dismissal of any criminal action.

### Section V—Territorial Application.

The geographical area covered by this AGREEMENT is co-extensive with the boundaries of the Arizona portion of the Navajo Nation and the State of Arizona, provided nothing herein shall limit the application of the laws of fresh pursuit to any action undertaken pursuant to this AGREEMENT and each Party acting under the authority of this AGREEMENT may engage in fresh pursuit as allowed by law.

### Section VI—Scope of Powers.

- A. Pursuant to this AGREEMENT, the NATION hereby grants AZ DPS officers those powers necessary to enforce the criminal and traffic laws of the Navajo Nation, including the powers to conduct searches or make arrests for any violations thereof to the full extent as allowed by applicable law, hereinafter referred to as “mutual aid law enforcement certification.”
- B. The Parties to this AGREEMENT recognize and acknowledge that NATION officers are certified through Arizona Peace Officer Standards and Training, and thereby independently “possess and exercise all law enforcement powers of peace officers” in the State of Arizona, see A.R.S. §13-3874. Nothing in this AGREEMENT diminishes such authority.

### Section VII—Application for Certification.

- A. The Director of AZ DPS or his or her designee shall complete and submit the NATION’s Peace Officer Commission Card form (exhibit 1) for each AZ DPS officer who is qualified for a mutual aid law enforcement certification. An AZ DPS officer is qualified if he or she completes the required training pursuant to subsection B, satisfactorily meets all

requirements on the Peace Officer Commission Card form, and the Director of DPS or his or her designee submits a statement of qualifications that includes certification of a satisfactory background check conducted within the last five years of the date of the application and copies of a currently valid State of Arizona driver’s license and a valid Arizona Department of Public Safety law enforcement certification card for each applicant.

- B. AZ DPS officers shall complete a 16-hour training course at the NATION’s police academy, or at such other location agreed upon by the Parties, prior to receiving a mutual aid law enforcement certification by the NATION.
- C. The NATION shall, without undue delay, certify each application upon determining that the applicant is qualified for mutual aid law enforcement certification. No applicant shall be denied a mutual aid law enforcement certification on the basis of race, creed, sex, or color.
- D. An AZ DPS officer shall remain commissioned under this AGREEMENT unless and until he or she resigns his or her employment as an AZ DPS officer. AZ DPS shall timely notify the NATION of such resignation, and AZ DPS shall return the AZ DPS officer’s Navajo mutual law enforcement certification card within ten (10) calendar days of the date of resignation to the official and address shown in Section XXI.
- E. AZ DPS agrees to timely notify the NATION if an AZ DPS officer who holds a Navajo mutual aid law enforcement certification under this AGREEMENT is being considered for termination from AZ DPS’s employment or has been charged with or convicted of a felony or misdemeanor.

- F. The NATION may, at any time, suspend or revoke any mutual aid law enforcement certification issued pursuant to this AGREEMENT for reasons solely within the NATION's discretion. The NATION shall notify, in writing, the official and address shown in Section XXI of the suspension or revocation of any certified AZ DPS officer. AZ DPS shall return the officer's Navajo mutual law enforcement certification card within ten (10) calendar days of the suspension or revocation to the official and address shown in section XXI.

**Section VIII—Arrest and Custody Procedures.**

- A. Indian suspects arrested within the NATION's territorial jurisdiction by any certified AZ DPS officer pursuant to this AGREEMENT shall be immediately taken to the appropriate and nearest NATION detention facility for booking except if the appropriate and nearest NATION detention facility is Shiprock, New Mexico. In this case, an AZ DPS officer shall transfer the Indian suspect to a NATION officer who will transport the suspect to the Shiprock detention facility for booking.
- B. Non-Indian suspects arrested by NATION officers pursuant to this AGREEMENT shall be taken to the appropriate County detention facility for booking in the County in which the arrest occurs.
- C. A NATION officer who arrests any non-Indian shall inform the arrestee of his or her rights as required by federal law.
- D. A certified AZ DPS officer who arrests any Indian within the NATION's territorial jurisdiction under any provision of the NATION's criminal laws shall inform the arrestee or his or her rights relating to criminal law under the Navajo Bill of Rights.
- E. A certified AZ DPS officer who, if authorized by the Bureau of Indian Affairs (BIA) to enforce federal law, arrests any Indian within the NATION's territorial jurisdiction for any offense under 18 U.S.C. § 1152 or 1153, or any other applicable federal criminal law, shall inform the arrestee of his or her rights as required by federal law. If the AZ DPS officer is not federally commissioned by the BIA, he or she shall hold the suspect until a federally commissioned NATION officer or other federally commissioned officer may inform the suspect of his or her rights as required by federal law.
- F. In the event an arrest is made, or could be made, under 18 U.S.C. § 1152 or 1153 or for any federal felony within the NATION's territorial jurisdiction
  1. by a federally commissioned NATION officer, that officer shall immediately notify a NATION Criminal Investigator or FBI Agent who will then proceed with the case;
  2. by an AZ DPS officer only if federally commissioned, he or she shall immediately notify a NATION Criminal Investigator or FBI Agent who will then proceed with the case.
- G. A certified AZ DPS officer who arrests any Indian within the NATION's territorial jurisdiction shall notify the NATION's police dispatcher, via police radio, of the arrest, obtain a report number, prepare and submit

a complete and accurate NATION arrest or booking report, submit the arrest report to the proper NATION police district immediately for processing, forward said information and documents to the proper NATION Prosecutor's Office, and shall honor any Navajo district court subpoena and summons relating to the arrest.

- H. A NATION officer who arrests a non-Indian pursuant to this AGREEMENT shall notify the nearest sheriff's dispatcher, via police radio, of the arrest, obtain a report number, prepare and submit a complete and accurate sheriff's arrest or booking report, submit the arrest report to the nearest sheriff's facility immediately for processing, forward said information and documents to that county's district attorney, and shall honor any county or magistrate court subpoena and summons relating to the arrest.

#### **Section IX—Investigations.**

All investigations, including searches and seizures, conducted within the applicable territory of this AGREEMENT shall be conducted pursuant to applicable Navajo, Arizona, and federal law.

#### **Section X—Forfeitures.**

If as a result of any investigation within the NATION's territorial jurisdiction in which the NATION and AZ DPS participate together and any tangible items of contraband, including money, are seized from an Indian or non-Indian pursuant to the criminal laws of the Navajo Nation or the State of Arizona, the NATION and AZ DPS shall share in the distribution of any and all items not otherwise legally destroyed or money forfeited as a result of said investigation.

Shares and proceeds from the sale of any and all items, including money, will be distributed based on applicable law and the relative contributions of the participating Agencies. Relative contributions will be cooperatively evaluated and determined by participating Agency heads or their authorized delegates.

#### **Section XI—Crime Statistics.**

The Parties agree that crime statistics arising from arrests and investigations conducted pursuant to this AGREEMENT shall be accounted for and maintained by the Agency in whose jurisdiction the offense was committed.

#### **Section XII—Extradition.**

Any Indian located within the NATION's territorial jurisdiction who has violated Arizona criminal law and who seeks asylum from prosecution by the State of Arizona shall be extradited pursuant to 17 N.N.C. § 1951 *et seq.*, as may be amended, except if the arrest is as a result of fresh pursuit pursuant to section V of this AGREEMENT.

#### **Section XIII—Citations for Traffic Offenses.**

- A. A certified AZ DPS officer who effects a stop for a traffic offense with the NATION's territorial jurisdiction on any Indian may issue a written warning or issue a citation into the appropriate Navajo district court or effect an arrest where permitted by Navajo law.
- B. A NATION officer who effects a stop for a traffic offense within the State of Arizona but outside the NATION's territorial jurisdiction on any non-Indian may issue a verbal or written warning or issue a State of Arizona traffic citation or effect an arrest where permitted by Arizona law.

**Section XIV—Supervision and Control of NATION Officers and AZ DPS Officers.**

NATION officers remain under the ultimate supervision and control of the NATION but shall take direction from the ranking AZ DPS officer when NATION officers are exercising authority granted pursuant to this AGREEMENT in assistance of AZ DPS officers outside the NATION's territorial jurisdiction. Certified AZ DPS officers shall remain under the ultimate supervision and control of AZ DPS but shall take direction from the ranking NATION officer when exercising authority granted pursuant to this AGREEMENT in assistance of NATION officers.

**Section XV—Compensation and Benefits of NATION officers and AZ DPS Officers.**

All NATION officers remain employees of the NATION. The NATION shall remain liable for NATION officers' salaries, workers' compensation, and civil liabilities. Each NATION officer shall be deemed to be performing regular duties for the NATION while performing public safety services pursuant to this AGREEMENT. All certified AZ DPS officers remain employees of the State of Arizona. The State of Arizona shall remain liable for all AZ DPS officers' salaries, workers' compensation, and civil liabilities. Each certified AZ DPS officer shall be deemed to be performing regular duties for the State of Arizona while performing public safety services pursuant to this AGREEMENT.

**Section XVI—Dispute Resolution.**

In the event of a dispute, claim, or controversy ("dispute") arising out of or related to this AGREEMENT, the Parties agree to meet as promptly as possible to informally resolve

the dispute in good faith. In the event the Parties are unable to reach information resolution, either Party or both may notify the other in writing of intent to terminate the AGREEMENT in accordance with section XVIII of this AGREEMENT.

**Section XVII—Indemnification.**

The NATION shall be liable for all acts or failure to act of its officers acting within the scope of the NATION's employment. The State of Arizona shall be liable for any and all acts or failure to act of certified AZ DPS officers acting within the scope of the State of Arizona's employment.

**Section XVIII—Duration, Modification, and Termination of Agreement.**

This AGREEMENT is in effect for a period of five (5) years from the date of signing unless modified or terminated as described below. Renewals of this AGREEMENT may be made, each for a five-year period, with each renewal being completed and approved at least thirty (30) calendar days prior to the expiration of the preceding five-year period. Any amendment to this AGREEMENT may be adopted by an instrument in writing signed by all Parties to this AGREEMENT subject to approval by the appropriate authorities. The NATION or AZ DPS may terminate this agreement upon written notice of at least thirty (30) calendar days prior to the termination date, by certified, return receipt, postal mail. Such written notice shall be forwarded to the Director of DPS for the State of Arizona and to the Chief of Police for the NATION. All parties are hereby on notice that this contract is subject to cancellation for Conflicts of Interest pursuant to A.R.S. § 38-511.



**Section XIX—Provisions Required in Contracts with Agencies of the State of Arizona.**

Notwithstanding any provision of the AGREEMENT to the contrary, the NATION agrees to abide by the following terms and provisions that are required for contracts with AZ DPS, a constituent department of the State of Arizona:

- A. The NATION shall retain all data and other records relating to the performance of the AGREEMENT for a period of five years after the completion of the AGREEMENT. All records shall be subject to inspection and audit by the AZ DPS at reasonable times. Upon request, the NATION shall produce a legible copy of any or all such records.
- B. The Parties agree to comply with all applicable state and federal statutes and regulations concerning anti-discrimination practices. This contract is governed by Arizona Executive Order 2009-09.

**Section XX—Sovereign Immunity.**

Nothing in this AGREEMENT, or in any future amendments, shall be interpreted, either expressly or implied, as constituting a waiver of the sovereign immunity of the Navajo Nation or of the State of Arizona.

**Section XXI—Notices.**

All notices and communications required or permitted under this AGREEMENT shall be in writing and shall either be delivered in person or sent by certified mail, return receipt requested, to the intended recipient at the addresses set forth below (or such other address as a Party may hereafter specify in writing):

**NATION:** Chief of Police  
Navajo Police Department

**AZ DPS:** Director  
Arizona Department of Public Safety

**Section XXII—Savings Clause.**

If any provision of this AGREEMENT is held invalid or unenforceable by any court of competent jurisdiction, the remainder shall remain in effect unless terminated as provided herein.

**Section XXIII—Entire Agreement.**

This AGREEMENT, including any exhibits or other attachments, constitutes the entire terms, conditions and understandings of the Parties hereto. There are no representations or provisions other than those contained herein.

**Section XXIV—Effective Date of Agreement.**

This AGREEMENT shall become effective on the date the last signature of the appropriate authorities is affixed below. This AGREEMENT may be executed up to four counterparts; each to be treated as the original.

[SIGNATURES]

# Appendix E.

## Tribal-Federal-State Law Enforcement Collaborations Repository

For a summary of tribal-state law enforcement collaboration please visit the Walking on Common Ground website at

<https://www.walkingoncommonground.org/state.cfm?state=&topic=12>.

This site, funded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, provides resources for promoting and facilitating tribal-state-federal collaborations and maintains an active repository for sample agreements among tribal-federal-state entities. In the interest of brevity and because the website is continually updated the current sample agreements are not included here.





# About the National Sheriffs' Association

The **National Sheriffs' Association (NSA)** is a professional association, chartered in 1940, dedicated to serving the Office of Sheriff and its affiliates through police education, police training, and general law enforcement information resources. The NSA represents thousands of sheriffs, deputies, and other law enforcement agents, public safety professionals, and concerned citizens nationwide.

Through the years, the NSA has provided programs for sheriffs, their deputies, chiefs of police, and others in the field of criminal justice to perform their jobs in the best possible manner and to better serve the people of their cities, counties, or jurisdictions.

The National Sheriffs' Association headquarters is located in Alexandria, Virginia, and offers police training, police information, court security training, jail information, and other law enforcement services to sheriffs, deputies, and others throughout the nation. The NSA has worked to forge cooperative relationships with local, state, and federal criminal justice professionals across the nation to network and share information about homeland security programs and projects.

The NSA serves as the center of a vast network of law enforcement information, filling requests for information daily and enabling criminal justice

professionals—including police officers, sheriffs, and deputies—to locate the information and programs they need. The NSA recognizes the need to seek information from the membership, particularly the sheriff and the state sheriffs' associations, in order to meet the needs and concerns of individual NSA members. While working on the national level, the NSA has continued to seek grass-roots guidance, ever striving to work with and for its members, its clients, and citizens of the nation.

The NSA has through the years assisted sheriffs' offices, sheriffs' departments, and state sheriffs' associations in locating and preparing applications for state and federal homeland security grant funding. The NSA record and reputation for integrity and dependability in such public safety programs among government agencies is well recognized and has led to continuing opportunities to apply for grants on the national, state, and local levels as well as management of service contracts.

To learn more, visit the NSA online at [www.sheriffs.org](http://www.sheriffs.org).

# About the COPS Office

The **Office of Community Oriented Policing Services (COPS Office)** is the component of the US Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources.

Community policing begins with a commitment to building trust and mutual respect between police and communities. It supports public safety by encouraging all stakeholders to work together to address our nation's crime challenges. When police and communities collaborate, they more effectively address underlying issues, change negative behavioral patterns, and allocate resources.

Rather than simply responding to crime, community policing focuses on preventing it through strategic problem-solving approaches based on collaboration. The COPS Office awards grants to hire community policing officers and support the development and testing of innovative policing strategies. COPS Office funding also provides training and technical assistance to community members and local government leaders, as well as all levels of law enforcement.

Since 1994, the COPS Office has invested more than \$14 billion to add community policing officers to the nation's streets, enhance crime fighting technology, support crime prevention initiatives, and provide training and technical assistance to help advance community policing. Other achievements include the following:

- To date, the COPS Office has funded the hiring of approximately 129,000 additional officers by more than 13,000 of the nation's 18,000 law enforcement agencies in both small and large jurisdictions.
- Nearly 700,000 law enforcement personnel, community members, and government leaders have been trained through COPS Office-funded training organizations.
- To date, the COPS Office has distributed more than eight million topic-specific publications, training curricula, white papers, and resource CDs and flash drives.
- The COPS Office also sponsors conferences, roundtables, and other forums focused on issues critical to law enforcement.

COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness, can be downloaded via the COPS Office's home page, [www.cops.usdoj.gov](http://www.cops.usdoj.gov). This website is also the grant application portal, providing access to online application forms.





Jurisdiction in Indian country has long been complicated by multifaceted tribal, state, and federal laws, policies, and court decisions, making it difficult for law enforcement to effectively address many types of criminal offenses. Whether the victim and perpetrator belonged to a tribe, where the crime took place, and other circumstances must be considered before any action can be taken. But recent changes in tribal, federal, and state law have enabled tribal law enforcement to enforce a broader array of state and federal crimes by cross-commissioning and cross-deputizing their officers. This report—based on the work of the National Sheriffs’ Association, which assembled a cross-deputization advisory panel—examines the jurisdictional and legal limits of cross-deputization and how it has been implemented in various law enforcement agencies in Indian country. It also describes some of the most promising practices and provides sample documents and agreements.



**COPS**  
*Community Oriented Policing Services*  
*U.S. Department of Justice*

U.S. Department of Justice  
Office of Community Oriented Policing Services  
145 N Street NE  
Washington, DC 20530

To obtain details on COPS Office programs, call  
the COPS Office Response Center at 800-421-6770.

Visit the COPS Office online at [www.cops.usdoj.gov](http://www.cops.usdoj.gov).