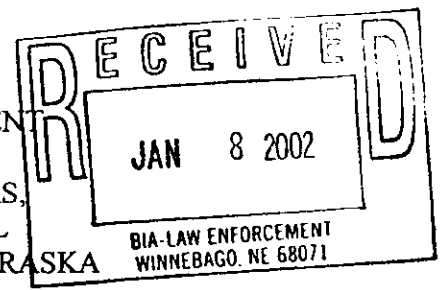


CROSS-DEPUTIZATION AGREEMENT
By and Between
THE BUREAU OF INDIAN AFFAIRS,
THE NEBRASKA STATE PATROL
AND THE WINNEBAGO TRIBE OF NEBRASKA



WHEREAS, at 12:01 am, July 1, 1986, criminal jurisdiction over the Winnebago Indian Reservation was effectively transferred by the State of Nebraska to the United States of America, pursuant to formal acceptance by the Secretary of the Interior of an offer to retrocede criminal jurisdiction over the Winnebago Indian Reservation embodied in legislative Resolution 47 Winnebago Indian Reservation was effectively transferred by the State of Nebraska to the United States of America pursuant to formal acceptance by the Secretary of the Interior of an offer to retrocede criminal jurisdiction over the Winnebago Indian Reservation embodied in legislative Resolution 47, duly enacted by the Nebraska Unicameral Legislature assembled on the 16th day of January, 1986; and

WHEREAS, the practicalities of jurisdiction necessitate the execution of certain agreements which will define and clarify the responsibilities and obligations of the Bureau of Indian Affairs, Nebraska and the Winnebago Tribal Court operating on the Winnebago Indian Reservation, and which will promote effective law enforcement, enhance the public safety interests of all citizens and facilitate the administration of justice; and

WHEREAS, the parties hereto desire to establish policies and procedures relative to Cross-deputization, and

WHEREAS, the parties hereto agree that the terms of such agreement should be precise and concise with a minimum of complication, yet protect the public safety interests and constitutional and civil rights of all concerned, it is hereby agreed that the following provisions shall apply to matters of CROSS-DEPUTIZATION, between the Nebraska State Patrol and the Bureau of Indian Affairs.

CROSS-DEPUTIZATION AGREEMENT

Section 1

Nebraska State Patrol Officers

Any duly authorized and qualified law enforcement officer of the Nebraska State Patrol may be given special deputy status by the Bureau of Indian Affairs. Said cross-deputization shall authorize and empower Nebraska State Patrol officers to enforce Federal, State and Winnebago Tribal Laws within the exterior boundaries of the Winnebago

Indian Reservation vis-à-vis Indians, who, if arrested, shall be processed for prosecution in either the Winnebago tribal court or in a federal court, depending on the nature of the crime and appropriate judicial forum.

Section 2

Bureau of Indian Affairs and Tribal Law Enforcement Officers

Any duly authorized and qualified law enforcement officer of the Bureau of Indian Affairs or of the Winnebago Tribe of Nebraska who has been Certified by the Nebraska Commission of Law Enforcement and Criminal Justice may be given special deputy status by the State of Nebraska and the Nebraska State Patrol. Said cross-DEPUTIZATION shall authorize and empower BIA law enforcement officers to enforce Nebraska state laws within the exterior boundaries of the Winnebago Indian Reservation vis-à-vis non-Indians, who if arrested shall be process for prosecution in either state or federal court, depending on the nature of the crime and appropriate judicial forum.

Section 3

Refusal or Revocation of Commission

Notwithstanding any provision of this AGREEMENT, each person commissioned as a special deputy under the provisions of 1 or 2 above, shall serve at the pleasure of the cross-commissioning authority. The Nebraska State Patrol, and the Bureau of Indian Affairs each expressly reserve the right to refuse to commission or to revoke a commission as special deputy of their respective agencies any person employed by the other agency. Neither the Nebraska State patrol, nor the Bureau of Indian Affairs shall be called upon by the other to justify the exercise of authority under this provision.

Section 4

Supervision of Cross-Deputized Officers

Officers of the Nebraska State Patrol deputized by the Bureau of Indian Affairs to enforce federal or tribal law shall at all times remain under the supervision of the Nebraska State Patrol. Officers of the Bureau of Indian Affairs deputized to enforce state law shall at all times remain under the supervision of the Bureau of Indian Affairs.

Under no circumstance shall any employee of any agency in any manner be construed to be an employee of any other agency except as provided by the Federal Tort Claims Act 28 U.S.C. 2671 et seq. And the Nebraska State Tort Claims Act R.R.S. 1943 81-8,209 et seq.; rather, this AGREEMENT shall be construed and deemed to provide for the reciprocal right of officers of each agency to independently respond to any situation warranting police intervention or assistance, as well as for the mutual cooperation and assistance in those circumstances where aid, assistance, or back-up may be required by one agency, in which case they may call upon the deputies of the other agency for such aid assistance or back-up.

- Section 5 Mutual Assistance and Back-up
The Nebraska State Patrol, and the Bureau of Indian Affairs shall have the right to call upon deputies of the other department for the purpose of requesting assistance, back-up, or other form of mutual aid or assistance which may be required in the performance of law enforcement duties. For such purposes, a request made by a member of either agency will be deemed to be a request of the agency itself.
- Section 6 Primary Responsibility or Responding Agency
All parties to this AGREEMENT understand that in the event a request for assistance is made, the responding agency owes its first duty to the citizenry of that agency, and the responding agency will first fulfill obligations to its citizenry prior to responding to said request.
- Section 7 No Remuneration Unless Separately Agreed
Except as provided in 9 and 10 of this AGREEMENT, it is mutually agreed to that no monetary exchange or remuneration shall be due by either agency to the other for any assistance which may be requested or for services which may be rendered by one agency to the other agency unless such payment or remuneration shall be agreed upon separately and apart from this particular AGREEMENT.
- Section 8 Claims of Nebraska State Patrol
Any claims of tort against the Bureau of Indian Affairs arising out of or in connection with the existence of this agreement shall be brought pursuant to 28 U.S.C. 2671, et seq, the Federal Tort Claims Act, together with subsequent amendments thereto or revision thereof as exist at the time such claim of tort arises.
- Section 9 Indemnification of Bureau of Indian Affairs and Officers
Any claims of tort against the State of Nebraska or the Nebraska State Patrol arising out of or in connection with the existence of this agreement shall be brought pursuant to 81-8,209,et seq., the Nebraska State Tort Claims Act, together with Subsequent amendments thereto or revisions thereof as exist at the time such claim of tort arises.
- Section 10 Insurance
The parties shall self insure with respect to their obligations.
- Section 11 Jurisdiction and Defenses Not Waived
Nothing in this AGREEMENT shall be construed to affect or waive the jurisdiction of the State of Nebraska, the United States, or the Winnebago Tribe of Nebraska which each has under present law or may have under future laws. It is further understood and agreed that this AGREEMENT shall not constitute a waiver of any legal defense that officers of either the

Bureau of Indian Affairs, or the Nebraska State Patrol may have in any civil or criminal action brought pursuant to the implementation of this AGREEMENT.

Section 12 On-going communication and Conflict Resolution

A committee shall be established to review the implementation of this AGREEMENT. The committee shall be comprised of designated representatives of the Bureau of Indian Affairs, the Nebraska State Patrol and the Winnebago Tribe of Nebraska. The committee shall meet at least quarterly and as needed at such times and places as may be mutually agreed and shall make a written report to be distributed to each party and to the Winnebago Tribe of Nebraska.

Section 13 Amendments

This AGREEMENT may be amended by the mutual assent of all parties. Any amendments shall be in written form signed by all parties and shall become a part of this AGREEMENT.

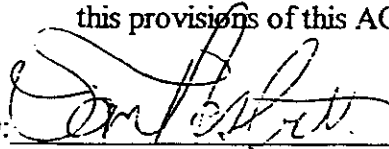
Section 14 Revocation

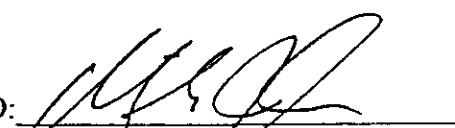
This AGREEMENT may be revoked by either party upon thirty (30) days written notice to the other parties.

Section 15 Effective Date, Termination and Renewal

This AGREEMENT shall be effective upon signing June 1, 2001, and shall remain effective for a period of three years, upon the expiration of which it shall terminate, unless renewed by the mutual written assent and signature of all parties


IN WITNESS WHEREOF we hereby set our hands and seals attesting to this provisions of this AGREEMENT.

SIGNED: 
Colonel Tom Nesbitt
Superintendent
Nebraska State Patrol

SIGNED: 
Mike Johanns
Governor
State of Nebraska

DATED THIS 1st day of June 2001

DATED THIS 1st day of June 2001

SIGNED: 
John W. Blackhawk
Chairman
Winnebago Tribe of Nebraska

SIGNED: _____
Martin Hansford
OLES, District I Commander
Aberdeen, SD

DATED THIS 1st day of June 2001

DATED THIS 1st day of June 2001