

**DEPUTIZATION  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION  
AND  
THE OREGON STATE POLICE**

**I. PREAMBLE**

This Deputization Memorandum of Agreement (Agreement) is entered into by and between the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), a federally recognized Indian Tribe, by and through its Umatilla Tribal Police Department (UTPD), and the State of Oregon (State), by and through the Oregon State Police (OSP).

**II. RECITALS**

WHEREAS, the Board of Trustees, the governing body of the CTUIR, is authorized pursuant to Article VI, Section 1(a) to represent the interests of the CTUIR and to negotiate with the State for agreements on matters of mutual interest;

WHEREAS, ORS 190.110 provides that State agencies, including the OSP, are authorized to enter into agreements with federally recognized Indian tribes to address matters of mutual interest;

WHEREAS, §5.B of the Tribal-State Compact for Regulation of Class III Gaming between the CTUIR and the State, dated December 9, 1999, and approved by the Secretary of the Interior on March 17, 2000 (Compact), refers to a cross-deputization agreement between the CTUIR and the State to address law enforcement issues at the CTUIR Gaming Facility;

WHEREAS, the CTUIR and the State have a mutual interest in effective law enforcement within the Umatilla Indian Reservation; and

WHEREAS, the CTUIR and the State agree that the OSP officers need the proper authorization to arrest Indians who commit crimes on the Umatilla Indian Reservation, to ensure effective law enforcement and to provide for the general welfare of the residents of and visitors to the Umatilla Indian Reservation;

NOW, THEREFORE, the Parties agree as follows:

**III. OTHER AGREEMENTS**

The parties acknowledge that there are other agreements governing coordination of law enforcement on the Tribes' lands, including the following:

- Fresh Pursuit and Extradition Agreement between the State and the CTUIR

- Cross Deputization Memorandum of Understanding between the Umatilla County Sheriff and the CTUIR
- Cooperative Policing Agreement
- Major Crime Team Memorandum of Understanding
- Jail Use Agreement Between CTUIR and Umatilla County
- Compact Law Enforcement MOU (Required Under §5 of the Compact)

#### IV. DEPUTIZATION OF OSP OFFICERS

A. To ensure that the OSP officers have the requisite authority to make arrests of Indians engaged in criminal activity on the Umatilla Indian Reservation, the parties to this Agreement agree that certain OSP officers may be deputized by the UTPD so that deputized OSP officers can exercise the arrest authority accorded the UTPD law enforcement personnel pursuant to §9 of the CTUIR Criminal Code for crimes that are defined in the CTUIR Criminal Code.

B. The OSP Pendleton Area Commander shall annually compose a list of sworn OSP law enforcement officers who are qualified to act as special deputies under this Agreement. The Pendleton Area Commander will ensure that sworn OSP officers to be deputized have completed all the Department of Public Safety Standards and Training requirements needed for law enforcement certification. The UTPD Chief of Police may deputize said officers and provide appropriate documentation of the deputization.

C. The UTPD Chief of Police may, at his/her discretion, revoke the deputization of any deputized OSP law enforcement officer for just cause.

D. Deputized OSP law enforcement officers are not employees of the CTUIR, and at all times deputized OSP officers will be acting as employees of the State, subject solely to OSP personnel laws and procedures. All OSP officers acting under the authority granted pursuant to this Deputization Agreement, will remain subject to the OSP's rules and policies, and will remain subject to OSP control and direction.

#### V. INDEMNIFICATION

To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act (ORS 30.260 through 30.300), the State shall indemnify, within the limits of and subject to the restrictions in the Oregon Tort Claims Act, the CTUIR against liability for personal injury or damage to life or property arising from the State's activity under this Agreement; provided however, that the State shall not be required to indemnify the CTUIR for any such liability arising out of the wrongful acts of the CTUIR, its officers, employees or agents.

Pursuant to §1.04 of the CTUIR Tort Claims Code, the CTUIR has no liability for, and has not consented to be sued in connection with tort claims where such tort liability has been assumed by a third-party governmental entity or such governmental entity has contracted to indemnify the CTUIR. Therefore, the parties to this Agreement agree that tort claims for personal injury or property damage caused by the acts or omissions of an OSP officer acting pursuant to this Agreement will be brought in Oregon State courts pursuant to the Oregon Tort Claims Act.

## **VI. COSTS**

The OSP shall assume full responsibility for all costs incurred by OSP officers and employees acting pursuant to this Agreement.

## **VII. CROSS TRAINING**

To ensure the effective enforcement of applicable criminal laws by the OSP and the UTPD against Indian and non-Indian suspects, the CTUIR and State commit their resources, for the mandatory training of law enforcement officials regarding the applicable laws of the CTUIR, the State, and other matters as determined appropriate by the UTPD Chief of Police and the OSP Pendleton Area Commander.

All OSP officers proposed to be deputized under this Agreement will be required to successfully complete the above referenced training prior to receiving the deputization authority from the UTPD Chief of Police.

## **VIII. ANNUAL MEETING**

The UTPD Chief of Police and the Pendleton Area Commander agree to meet annually to discuss the training requirement of Section VII and to address any other issues regarding the implementation of this Agreement.

## **IX. DISPUTE RESOLUTION**

It is the intention of the parties to address and resolve issues and disputes that arise under this Agreement informally, in a timely manner and at the lowest level of management possible. Either party may initiate dispute resolution by submitting the substance of the issue or dispute and its proposed resolution to the other party. Such written notice of dispute shall be submitted to the other party by mailing the notice to the parties' representative identified in §XV of this Agreement. The parties shall either schedule a conference call or an in-person meeting to address the issue or dispute as soon as practicable.

## **X. DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect until and unless terminated by either party as provided in this Agreement.

## **XI. REVOCATION OF AGREEMENT**

Either party may revoke this Agreement at any time by formal action of the governing bodies of either the CTUIR or the State, upon sixty (60) days written notice to the other, and the revocation shall be effective after said sixty (60) days has elapsed.

Upon revocation of the Agreement, the OSP shall return to the UTPD Chief of Police any and all supplies provided by the UTPD Chief of Police to assist in implementation of this Agreement. The OSP shall also return any deputization cards issued to OSP officers by the UPTD Chief of Police.

## **XII. AMENDMENTS**

This Agreement shall not be amended except by an instrument in writing executed by the signatories below, or their successors, and said attachment shall be attached to this Agreement.

## **XIII. SAVINGS CLAUSE**

Nothing in this Agreement shall be construed to cede any jurisdiction of either of the parties, to waive any immunities either party may possess, to modify the legal requirements for arrest for search and seizure or to otherwise modify the legal rights of any person, to accomplish an act that violates applicable CTUIR, State or federal law or to subject the parties hereto to any liability to which they would not be subjected to by law.

## **XIV. 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 it is terminated as provided in this Agreement.

## **XV. NOTICE**

A. 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.

B. In the case of the CTUIR and the UTPD, notices shall be sent to:

Chief of Police, Umatilla Tribal Police Department  
73303 July Grounds Drive  
Pendleton, Oregon 97801  
Office Phone: (541) 278-0550

C. In the case of the State, notices shall be sent to:

Oregon State Police  
Operations Bureau Commander  
400 Public Service Building  
Salem, Oregon 97301  
Office phone: (503) 378-3720 ext. 4103

D. Each party to this Agreement shall promptly notify the other in writing of any change in the position, address or phone number of the person designated to receive notices pursuant to this Agreement.

## **XVI. ENTIRE AGREEMENT**

This Agreement, in addition to the Law Enforcement Agreements referenced in §III of this Agreement, constitutes the entire agreement between the parties. All written

agreements previously entered into between the parties regarding the deputization of OSP officers are mutually rescinded upon the execution of this Agreement.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2003.

**CONFEDERATED TRIBES OF THE UMATILLA  
INDIAN RESERVATION**

Date: \_\_\_\_\_

By: Alan J. Crawford /s/  
Gary J. Burke, Chairman  
Board of Trustees

Date: \_\_\_\_\_

By: Ron Harnden /s/  
Ron Harnden, Chief  
Umatilla Tribal Police Department

**STATE OF OREGON**

Date: 12-01-03

By: Gregory L. McLeod /s/ G. McLeod  
Oregon State Police