



SPECIAL LAW ENFORCEMENT COMMISSION (SLEC)

Bureau of Indian Affairs
District IV
Office Of Justice Services
Albuquerque, New Mexico

Special Agent in Charge, William McClure

SLEC - Authority

- Authority for the issuance of SLECs is based upon Title 25 USC, Section 2804 (PL 101-379)
- Authority to enter into a Deputation Agreement and issue SLECs is a line officer authority delegated in 3 IAM 2.8 to the Deputy Bureau Director BIA/OJS
- The Deputy Bureau Director has delegated to the SAC the authority to enter into Deputation Agreements
- Only the Model Deputation Agreement approved by the Office of the Solicitor, Division of Indian Affairs, Washington D. C. is accepted

SLEC POLICY

- The BIA/OJS issues SLECs to Tribal, Federal, State and local full-time LEOs who serve without compensation from the Federal government. This process allows the BIA to obtain active assistance in the enforcement of applicable Federal criminal statutes, including Federal hunting and fishing regulations in Indian country

SLEC

- SAC's may enter into an agreement with Tribal, Federal, State, County or Local Law Enforcement agencies with a justification memorandum and authorizing resolution from the tribal government with jurisdiction
- SAC will submit a memorandum outlining the need for the deputation agreement and a justification for the SLECs based upon OJS's mission in Indian Country
- Agreements between tribes for the purpose of enforcing federal law, must include authorizing resolutions from both tribes

SLEC Continued Process

- District completes a model deputation agreement as appropriate (See Model Agreement)
- Tribe, Federal, State or Local entity signs deputation agreement
- SAC signs deputation agreement for the BIA/OJS
- Original deputation agreement & Tribal Resolution are filed (hard copy/electronic format) in Washington D.C., Central Office with copies to the District and the appropriate law enforcement agency

SLEC Continued Process

- A Criminal Jurisdiction in Indian Country (CJIC) training will be conducted in conjunction with the United States Attorney's Office and OJS. Area's of focus include jurisdiction of Federal law
- Course will also include orientation as to the exact authority the holder is authorized to exercise with SLEC
- An IPA BPOTP graduate is eligible for a SLEC three years from date of graduation

Agency Requirements

- The CJIC course must be successfully completed with a passing score of 70%. Applications for an SLEC should be completed within six months of the CJIC Course.
- OJS will make a determination that the law enforcement agencies applying for SLECs have written law enforcement policies and procedures in place
- Verification that a thorough background investigation has been conducted and adjudicated. This can be satisfied by the SAC's acceptance of a letter of attestation from the chief law enforcement officer of the applicant's employing agency

Agency Requirements

- At least 21 years of age & U.S. citizen
- Provide written proof of POST certification as a bona fide full-time peace officer. Federal LEOs must produce evidence of federal law enforcement certification
- Passed department's firearms qualifications and continue to be certified semi-annually during term of SLEC. Verification of semi-annual qualifications submitted to District SAC
- No felony convictions

Agency Requirements

- Not convicted of a misdemeanor within one year preceding issuance of commission, exception; minor traffic offenses
- Not convicted of misdemeanor DV preventing officer from possessing a firearm pursuant to Section 658 of PL 104-208 (1996 amendment to Gun Control Act 1968), 18 U.S.C. § 922 (g)(9)
- Signed Code of Conduct and Ethics.

Agency Requirements

- Sign a DV Waiver certifying the applicant has not been convicted of offense
- Not the subject of a court order prohibiting the carrying of a firearm
- No physical impairments hindering performance as an active LEO
- Meet the minimum standards established for BIA in accordance with 25 C.F.R. Part 12

Liability

- SLEC grants specific Federal authority and responsibility and as a result places a high level of liability risk upon the U.S. Gov't.
- To reduce liability for the Gov't, SAC is responsible for ensuring that all requirements are satisfied prior to the issuance of the SLEC
- The liability/immunity will be determined according to the Deputation Agreement for issuance of the SLECs (Section 8, Liabilities & Immunities)

SLEC

- SLECs expire 5 years from the date of issuance
- Officers may apply for a renewal 90 days prior to the expiration of the commissions
- CJIC verification within past 6 months
- Updated background check within past year
- SLEC renewal application (See Renewal Application)

Special Law Enforcement Commissions

- Questions ??

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Deputation Agreement

Whereas, pursuant to the Indian Law Enforcement Reform Act, 25 U.S.C. § 2801, *et seq.*, the Secretary of the Interior, acting through the Bureau of Indian Affairs (BIA), is responsible for providing, or assisting in providing law enforcement in Indian Country; and

Whereas, the Secretary has delegated this authority to the Assistant Secretary – Indian Affairs and the Assistant Secretary – Indian Affairs has redelegated this authority to the Director of the BIA, who has redelegated it to the Deputy Bureau Director, Office of Law Enforcement Services and Security (OLESS), BIA; and

Whereas, the Assistant Secretary – Indian Affairs is committed to working with tribal governments and tribal law enforcement to strengthen law enforcement in Indian country; and

Whereas, on February 10, 2004, the Assistant Secretary – Indian Affairs articulated policy guidance to the BIA -- as published at 69 Fed. Reg. 6,321 -- to govern the implementation of Special Law Enforcement Commission Deputation Agreement; and

Whereas, this policy expressly lays out issues regarding good faith efforts on behalf of all parties involved in the aforementioned agreements, including as they relate to liability;

It is therefore resolved that the BIA, Office of Law Enforcement Services and Security (OLESS) and the **[KEYBOARD NAME OF TRIBE/LAW ENFORCEMENT AGENCY]** enter into this Deputation Agreement to govern the BIA OLESS's issuance of Special Law Enforcement Commissions, pursuant to the Assistant Secretary – Indian Affairs' Cross-Deputation Agreements, Memoranda of Understanding, Memoranda of Agreement, and Special Law Enforcement Commission Deputation Agreements, FR Doc. 04-2842, policy guidance.

This Deputation Agreement is entered into this **[KEYBOARD DATE]** day of **[KEYBOARD MONTH]**, **[KEYBOARD YEAR]**, by and between the **[KEYBOARD NAME OF TRIBE (TRIBE), a federally recognized Indian tribe, /LAW ENFORCEMENT AGENCY (AGENCY)]** and the BIA, OLESS, Department of the Interior, pursuant to the authority of the Indian Law Enforcement Reform Act, 25 U.S.C § 2801, *et seq.*, and related **[KEYBOARD NAME OF TRIBE]** tribal ordinances, which provide for cooperative agreements to promote better law enforcement services. The **[KEYBOARD NAME OF TRIBE]** has enacted **[KEYBOARD TRIBAL RESOLUTION NUMBER]**, which authorizes the **[KEYBOARD AUTHORIZED ENTITY/INDIVIDUAL to enter into this Agreement on the Tribe's behalf and also authorizes the]** **[KEYBOARD NAME OF TRIBE/LAW ENFORCEMENT AGENCY]** law enforcement officers, under a BIA Special Law Enforcement Commission (SLEC) issued through the Secretary of the Interior, to enforce federal laws in Indian country.

The intent of this Agreement is to provide for the deputation of law enforcement officers employed by the **[KEYBOARD NAME OF TRIBE/LAW ENFORCEMENT AGENCY]** (hereinafter referred to as the **[TRIBE/AGENCY]**), which is a party to this Agreement, so that

Deputation Agreement Between Office of Justice Services and the **[INSERT NAME OF TRIBE/LAW ENFORCEMENT AGENCY]** **[INSERT DATE]**

the **[TRIBE'S/AGENCY'S]** law enforcement officers will be authorized to assist the BIA in its duties to provide law enforcement services and to make lawful arrests in Indian country within the jurisdiction of the Tribe or as described in section 5. It is the express desire and intent of both parties to this Agreement to allow law enforcement officers to react immediately to observed violations of the law and other emergency situations.

Both parties to this Agreement recognize that when law enforcement officers arrest a criminal suspect, the officers may not know whether the suspect or the victim is an Indian or non-Indian, or whether the arrest or the suspected crime has occurred in Indian country, as defined by 18 U.S.C. § 1151, and that therefore there is great difficulty in determining immediately the proper jurisdiction for the filing of charges. It is further recognized that the official jurisdictional determination will be made by a prosecutor or court from one of the various jurisdictions, not by cross-deputized arresting officers who may deliver the offender to the appropriate detention facility.

The parties further expressly recognize the manifest intent of the Indian Law Enforcement Reform Act to eliminate the uncertainties that previously resulted in the reluctance of various law enforcement agencies to provide services in Indian country for fear of being subjected to tort and civil rights suits as a consequence of the enforcement or carrying out in Indian country of certain federal law. To eliminate such concerns, pursuant to the authority granted by 25 U.S.C. § 2804(a) and (f), a Tribal Law Enforcement Officer who is deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will be deemed an employee of Department of the Interior for purposes of the Federal Tort Claims Act while enforcing or carrying out laws of the United States covered by this deputation agreement, to the extent outlined in this agreement. Both parties to this Agreement (BIA, Tribe) therefore agree as follows:

1. Purpose

The purpose of this Agreement is to provide for efficient, effective, and cooperative law enforcement efforts in Indian country in the State of **[KEYBOARD NAME OF STATE]**, and its terms should be interpreted in that spirit. Accordingly, both parties to this Agreement shall cooperate with each other to provide comprehensive and thorough law enforcement protection, including but not limited to effecting arrests, responding to calls for assistance from all citizens and also from other law enforcement officers, performing investigations, providing technical and other assistance, dispatching, and detention.

This Agreement is not entered into pursuant to the Indian Self Determination Act and Education Assistance Act, P.L. 93-638, as amended. The Secretary's revocation or termination of this agreement is subject to the appeal and review procedure provided below.

2. Commissions

A. The BIA as a party to this Agreement may, in its discretion, issue special law enforcement commissions to law enforcement officers of another agency, upon

Deputation Agreement Between Office of Justice Services and the **[INSERT NAME OF TRIBE/LAW ENFORCEMENT AGENCY] [INSERT DATE]**

the application of such officers. Such commissions shall grant the officers the same law enforcement authority as that of officers of the BIA (unless specifically limited by the terms of the commission), as more specifically described in Section 3 of this Agreement. When the BIA issues such a commission, it shall provide notice of that commission, including the name of the officer receiving the commission, to any other agencies that are parties to this Agreement or that should be aware of this Agreement. The BIA further has the authority to evaluate the effectiveness of the commissions and to investigate any allegations of misuse of authority. 25 C.F.R. § 12.21. Pursuant to such evaluation the BIA has the authority to revoke a deputation agreement with a law enforcement agency or to revoke an individual officer's SLEC subject to the appeal and review procedures provided below.

- B. A commission shall not be granted unless the applicant has complied with all the prerequisites for appointment as a police officer as set forth in 25 C.F.R. Part 12 and with the specific requirements of the commissioning agency. Those prerequisites must include the following:
1. United States citizenship;
 2. A high school diploma or equivalent;
 3. No conviction for a felony, a misdemeanor which restricts the ability to carry firearms, or other crime involving moral turpitude (including any convictions expunged from an individual's record);
 4. Documentation of semi-annual weapons qualifications; and
 5. A finding that the applicant is free of any physical, emotional, or mental condition that might adversely affect his or her performance as a police officer.

Further, an officer seeking an SLEC must not have been found guilty of, or entered a plea of *nolo contendere* or its equivalent (such as an *Alford* plea), or guilty to any felonious offense, or any of certain misdemeanor offenses under Federal, State, or tribal law involving crimes of violence, sexual assault, molestation, exploitation, contact, or prostitution, or crimes against persons, or offenses committed against children.

- C. The BIA may further impose any other requirements, including, but not limited to, an orientation course on Federal, tribal, or state criminal procedures.
- D. If requested by the BIA, the applicant's agency shall provide a Federal Bureau of Investigation criminal history background check on the applicant.
- E. If BIA denies an officer a commission, it shall disclose the grounds for such denial in writing to the agency which employs the applicant.

- F. Both parties to this agreement may, at any time, suspend or revoke an officer's commission for reasons solely within its discretion. The parties shall notify the officer's agency in writing of the suspension or revocation and the reasons therein and the officer's right to appeal as set forth below. Within ten (10) days after such notification, that agency shall cause the commission card and any other evidence of the commission to be returned to the issuing party.
- G. If the commissioned officer's agency possesses or comes to possess any information on the officer, which provides grounds for the suspension or revocation of the commission, it shall immediately notify the commissioning party.
- H. A commission issued by the BIA under this agreement shall not be used to invoke any State of **[KEYBOARD NAME OF STATE]** authority. Officers holding SLECs who are responding to a call, conducting an investigation, or otherwise exercising their authority shall, in their discretion and in the exercise of sound police judgment, address any potential violations of Federal or Tribal law.

3. Scope of Powers Granted

- A. **[KEYBOARD NAME OF TRIBE/LAW ENFORCEMENT AGENCY]** law enforcement officers carrying SLECs issued by the BIA pursuant to this Agreement are given the power to enforce:

All Federal laws applicable within Indian country, and specifically the **[KEYBOARD NAME OF TRIBE]**'s Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153, consistent with the authority conveyed pursuant to Federal law through the issuance of commissions or other delegations of authority. See Appendix A, which includes an **illustrative** list of Federal statutes that officers may be called upon to enforce; this list is **not exhaustive**.

- B. Both parties to this Agreement note that the applicability of Federal and tribal laws in Indian country may depend on whether the suspect or the victim is Indian, and the parties agree that nothing in this Agreement makes any law applicable to a certain person or certain conduct where it would not otherwise be applicable. (A qualified immunity defense may still be available in appropriate circumstances notwithstanding this limitation.) Accordingly, the purpose of this Agreement is to provide commissioned **[KEYBOARD NAME OF TRIBE/LAW ENFORCEMENT AGENCY]** law enforcement officers the authority to enforce applicable laws. This includes statutes set forth in the local U.S. Attorney Guidelines as well as all laws and statutes applicable in Indian country as described in Section 3.A and Appendix A.
- C. Nothing in this Agreement limits, alters or conveys any judicial jurisdiction,

including the authority to issue warrants for arrest or search and seizure, or to issue service of process. Similarly, nothing in this Agreement is intended to impair, limit, or affect the status of any agency or the sovereignty of any government. Lawful actions pursuant to this federal Agreement and a commission issued under it supersede any contrary Tribal, State, or local law, ordinance, or practice.

D. This Agreement does not create any rights in third parties. Issuance and revocation of SLECs pursuant to this agreement are at the sole discretion of the BIA. Nothing in this deputation agreement is intended to create or does create an enforceable legal right or private right of action by a law enforcement officer or any other person.

4. Uniform, Vehicles and Weapons

A. BIA policy requires that BIA police officers will as a rule be in duty-appropriate uniforms, which will conform with the parameters outlined in the BIA Law Enforcement Handbook, carry a weapon where required by their duties and, when stationed in marked police vehicles, will operate such marked police vehicles equipped with light bars. This policy is standard for police forces nationwide, and is necessary for the safety of the officer and to communicate the officer's status and authority to members of the public and to those suspected of criminal activities.

B. Police officers that are temporarily off duty during a shift, or whose duty is temporarily interrupted for any reason are expected to remain in duty-appropriate uniforms, in a marked vehicle, if so stationed, and otherwise prepared for duty so that they are available to respond to emergency calls.

C. Police officers and their supervisors may make exceptions to these requirements for undercover operations or otherwise on a case-by-case basis, but deviations from this rule are expected to be infrequent and will usually occur for compelling law-enforcement reasons.

5. Travel Outside of Indian Country

A. The ordinary duty stations of BIA police officers are located within the boundaries of Indian country. In some situations, however, BIA police officers will be required to leave Indian country as a part of or incidental to their duties. This may occur, for example, where they are responding to an incident in another area of Indian country; where they are transporting evidence or suspects to or from locations in Indian country or to or from other police, court, or prison facilities; when they reside off-reservation and are traveling to their duty station or responding to an emergency call; or when they must obtain products or services located off-reservation while on duty or in the normal course of their business day.

B. When traveling outside of Indian country, BIA police officers retain their status as Federal law enforcement officials. They are therefore expected as a rule to be in uniform and to operate marked police vehicles as set forth in paragraph 4. They may also be armed; may transport evidence; and may exercise the authority of law enforcement officers to maintain control of suspects in such situations. They may also perform comparable incidental Federal police activities outside of Indian country, but will not as a rule conduct investigations or make arrests outside of Indian country, absent exigent circumstances or: (1) a nexus to a crime committed in Indian country, and (2) communicating and coordinating with the appropriate local or Federal authorities over procedures and methods.

6. Officers Holding SLECs

A. Officers holding SLECs are treated as BIA police officers for enforcing Federal laws. They therefore will conform to all requirements and limitations set forth in this agreement and in particular in paragraphs 4 and 5.

B. In any situation in which an officer holding an SLEC might receive a call related to a potential Federal offense, that officer will as a rule be in uniform and in a vehicle equipped as set forth in paragraph 4. Such an officer may undertake off-reservation travel as set forth in paragraph 5.

C. In any situation in which an officer holding an SLEC is responding to a call that may involve a Federal offense, or undertaking any other duties that relate to or may potentially relate to their Federal functions, he or she will conform to the provisions of this agreement, and in particular those in paragraph 5. The officer will function as a BIA police officer as set forth in paragraph 5, irrespective of the boundaries of the Tribe's reservation or the location of Indian country.

D. When an officer holding an SLEC receives an emergency call in circumstances where a Federal offense may exist, he or she will respond in emergency mode and will travel to the site of the call as rapidly as it is possible to do without compromising safety, irrespective of the boundaries of Indian country or his or her present location. He or she will observe the restrictions on the activation of emergency mode and the precautions for the safety of bystanders required in the BIA, OLESS Law Enforcement Handbook and otherwise respond as appropriate and prudent. In instances where the State has criminal jurisdiction in Indian country, and where there is no significant reason to anticipate that a Federal offense may exist with respect to a particular emergency call, Tribal law enforcement officers will respond in accordance with policies and practices set forth under State and local law. But may, in certain circumstances, retain their Federal status.

E. When located outside of Indian country, officers holding SLECs may respond to

observed violations of Federal law in a public safety emergency as appropriate and prudent. Irrespective of their location, officers holding SLECs may only respond to violations of exclusively State law to the extent consistent with that State's law. Officers carrying SLECs may respond to concurrent violations of State and Tribal or Federal laws to the extent consistent with Tribal or Federal law.

7. Disposition and Custody

- A. Any person arrested by an officer commissioned pursuant to this Agreement shall immediately be brought to the attention of a responsible official of the apparent prosecuting jurisdiction. In order to ascertain the proper prosecuting jurisdiction, the officer shall attempt to determine, where practicable, whether the arrestee is Indian or non-Indian. The official determination of proper jurisdiction, however, will be made by a prosecutor or court, not a law enforcement officer commissioned under this Agreement.
- B. The agency with whom the arresting officer is employed shall ensure the arrestee appears before a judge of the appropriate jurisdiction for initial appearance and bond setting within the time guidelines of the tribal, State, or Federal law as may be appropriate.
- C. In the event an Indian detainee or prisoner under the jurisdiction of the Tribe requires medical treatment, the law enforcement agency with custody may transport the detainee or prisoner to the nearest Indian Health Service or the appropriate Tribal health care facility. In such event, tribal or BIA law enforcement officers shall be notified so that necessary protective services may be provided while the detainee or prisoner is admitted at such health facility.

8. Liabilities and Immunities

- A. It is understood and agreed that each agency which is a party to this Agreement, its agents, employees and insurers do not, by virtue of this Agreement, assume any responsibility or liability for the actions of officers commissioned pursuant to this Agreement which are performed outside the scope of their duties.
- B. Notwithstanding subsection A, any **[KEYBOARD NAME OF TRIBE/LAW ENFORCEMENT AGENCY]** Law Enforcement Officer who is deputized by the Bureau of Indian Affairs Special Law Enforcement Commission will only be deemed an employee of the Department of the Interior for purposes of the Federal Tort Claims Act while carrying out those laws applicable in Indian country as described in Section 3.A and Appendix A. Therefore, such officer will not be deemed a federal employee under 25 U.S.C. § 2804(f)(1), or for purposes of the Federal Tort Claims Act with respect to the enforcement of any other law except those applicable in Indian country as described in Section 3.A and Appendix A.

- C. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement officers, such as the defense of qualified immunity.
- D. Nothing in this Agreement shall be construed as a waiver of any government's sovereign immunity, not otherwise expressly waived by legislative act.
- E. The Tribe specifically agrees to hold the United States harmless under this Agreement for any civil claim brought against an officer carrying an SLEC arising out of law enforcement activity, except for actions within the scope of authority delegated by this agreement, provided, however, that this hold harmless provision shall not be applicable to any obligation of the United States arising out of a relationship between the United States and the Tribe not created under this Agreement.
- F. The Tribe agrees that the United States has no obligation under this Agreement to provide legal representation for any constitutional claim for any officer carrying a SLEC except as provided by 28 C.F.R. 50.15(a), such that (1) providing representation would otherwise be in the interest of the United States, and (2) the event from which the claim arises is within the scope of authority delegated by this agreement.

9. Appeal Procedure

Appeals of termination or revocation of this agreement, or suspension or revocation of a commission issued herein, shall be made within 10 business days of the termination, revocation, or suspension to the Associate Director of Operations, BIA, OLESS, which decision shall be the final agency action subject to judicial review under the Administrative Procedure Act (APA), 5 U.S.C. § 551. At the [Tribe/Agency]'s option, appeal may be taken to the Interior Board of Indian Appeals (IBIA) to the extent it has jurisdiction.

Signatures:

[KEYBOARD NAME OF SPECIAL AGENT IN CHARGE]
[KEYBOARD OLESS DISTRICT]-Bureau of Indian Affairs

 Date

[KEYBOARD NAME OF TRIBAL CHAIRPERSON]
[KEYBOARD NAME OF TRIBE]

 Date

All Federal criminal laws applicable to Indian country, including the General Crimes Act, 18 U.S.C. § 1152, and the Major Crimes Act, 18 U.S.C. § 1153.

All Federal statutes applicable within **[KEYBOARD NAME OF TRIBE]** (Tribe's) Indian country in **[KEYBOARD NAME OF STATE]**, which may include, but are not limited to:

1. The Indian country liquor laws, where applicable (18 U.S.C. §§ 1154, 1155, 1156, and 1161),
2. Counterfeiting Indian Arts and Crafts Board Trade-mark (18 U.S.C. § 1158),
3. Misrepresentation of Indian produced goods and products (18 U.S.C. § 1159),
4. Property damaged in committing offense (18 U.S.C. § 1160),
5. Embezzlement and theft from Indian tribal organizations (18 U.S.C. § 1163),
6. Destroying boundary and warning signs (18 U.S.C. § 1164),
7. Hunting, trapping or fishing on Indian land (18 U.S.C. § 1165),
8. Theft from gaming establishments on Indian land (18 U.S.C. § 1167),
9. Theft by officers or employees of gaming establishments on Indian land (18 U.S.C. § 1168),
10. Reporting of child abuse (18 U.S.C. § 1169),
11. Felon in possession of a firearm (18 U.S.C. § 922(g)),
12. Youth Handgun Safety Act (18 U.S.C. § 922(x)(2)),
13. Possession of a firearm while subject to protective order 18 U.S.C. § 922(g)(8)),
14. Interstate domestic violence - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2261(a)(1)),
15. Interstate domestic violence - Causing the crossing of a state, foreign, or Indian country border (18 U.S.C. § 2261(a)(2)),
16. Interstate violation of protective order - Crossing a state, foreign, or Indian country border (18 U.S.C. § 2262),
17. Illegal trafficking in Native American human remains and cultural items (18 U.S.C. § 1170),
18. Lacey Act violations (16 U.S.C. § 3371, *et seq.*),
19. Archaeological Resource Protection Act violations (16 U.S.C. § 470ee),
20. Controlled substances - Distribution or possession (21 U.S.C. §§ 841(a)(1), 844),
21. Unauthorized taking of trees (18 U.S.C. § 1853),
22. Unauthorized setting of fire (18 U.S.C. § 1855),
23. Assault of a Federal officer (18 U.S.C. § 111),
24. Bribery of tribal official (18 U.S.C. § 666(a)(2)),

This list is not exhaustive.



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS
OFFICE OF JUSTICE SERVICES – DISTRICT IV



CROSS DEPUTIZATION CHECK LIST

OFFICER: _____ Employing Agency: _____

County in which Employing Agency is located: _____

_____ Signed Cross Deputization Agreement between BIA, Tribe and /or State/County/Entity.

_____ Completed application for a Special Law Enforcement Commission. **See attachment A**

_____ Written Certification on Department Letterhead of full background investigation and favorable clearance, signed by Department Head. **See attachment B**

_____ Written certification on Department Letterhead stating fingerprint chart has been sent to the Federal Bureau of Investigation and has received a satisfactory clearance. **See attachment B**

_____ Written certification on Department Letterhead that applicant has completed and passed the departments firearm qualification course. Date Completed: _____ Course of fire: _____. **See attachment B**

_____ Written proof or photocopy of Basic Police Academy certification and must be a bona fide full time peace officer. Certification: State: _____ Year: _____

_____ Signed form indicating having never been convicted of misdemeanor domestic violence or has not been the subject of a court order prohibiting him/her from possessing a firearm. **See attachment C**

_____ Signed Code of Conduct. **See attachment D**

_____ Signed Code of Ethics. **See attachment E**

_____ Photocopy of BIA Criminal Jurisdiction in Indian Country Training certificate.

_____ Photocopy of Valid State Driver's License (clearly showing photo & DOB).

Signature of Reviewing Official: _____ Date: _____

- New Application
- Renewal

Application for Special Law Enforcement Commission
United States Department of the Interior-Bureau of Indian Affairs

Certification: I, _____, hereby certify that the answers I make to the questions below and the following information submitted in support of this application as a Special Law Enforcement Officer in the Bureau of Indian Affairs, Department of the Interior, are true to the best of my knowledge and belief and understanding that failure to answer all questions fully and truthfully will result in denial of this application.

(Signature) (Date)

Name: _____ SSN: _____ DOB: _____

Height: _____ Weight: _____ Hair: _____ Eyes: _____

Current Residence Address: _____

Previous address, if less than 3 years at present: _____

Agency/Department: _____

Address/Telephone: _____

Name/Title of Immediate Supervisor: _____

Date Employed: _____ Title/Position currently held: _____

Previous Employment, if less than 3 years: _____

Address/Telephone: _____

Name/Title of immediate past supervisor: _____

Dates Employed: From: _____ To: _____ Education Level: _____

Peace Officer Standard Training or Federal Certification Issued By: _____

Date of Certification: _____ Location of Training Academy: _____

List all convictions (include Misdemeanors) for which you have paid a fine of \$25.00 or more. Include: Date, location, and court action, even if dismissed, acquitted or suspended.

List three references with address and telephone numbers other than Bureau of Indian Affairs employees who can attest to your qualifications, background, loyalty and integrity.

Certification: I attest that the above named applicant is a full-time certified peace officer of the _____ Agency/Department.

(Date)

(Chief of Police, Sheriff, Director of Law Enforcement Agency)

Notice: If insufficient space to answer all questions fully, use additional paper as an attachment.

All applicants must submit proof of background clearance to include FBI fingerprint check as a pre-condition to the issuance of the commission. (See attachment B: chief law enforcement official must attest and certify on department letterhead) The BIA may request written proof of background checks.

To be completed by District Special Agent in Charge

Application Reviewed by: _____

Title: _____

Commission Issued/Date: _____ Date of Expiration: _____

District Commander: _____ Date: _____

District: _____

Date of Deputation Agreement: _____

PUT THIS FORM ON YOUR DEPARTMENT LETTERHEAD

DATE: _____

To: _____, Special Agent in Charge, District ____

From: _____

Subject: Certifications for Special Law Enforcement Commission

I, _____, _____ for _____
(Department Head) (Title) (Department)

do hereby certify Officer _____ has received a satisfactory
(Name)
clearance after conducting a complete background investigation.

I, _____, certify a fingerprint chart has been submitted and cleared
(Department Head)
through the Federal Bureau of Investigation, for Officer _____.
(Name)

I, _____, certify Officer _____
(Department Head) (Name)
has successfully passed the departments firearms qualification, _____
(Course of Fire)
On _____.
(Date)

I, _____, attest and certify the authenticity of the digital photo for the SLEC commission card is of
(Department Head)
Officer _____.

Certified by: _____
(Department Head)

QUALIFICATION INQUIRY

The information obtained from this inquiry will be used to determine whether under the new legislation, 18 U.S.C. Section 922 (g)(9), you are barred from possessing a firearm. Reassignment or other administrative action may be necessary based on information provided in this questionnaire.

YOU MUST COMPLETE THIS QUALIFICATION INQUIRY AND PROVIDE IT TO YOUR IMMEDIATE SUPERVISOR WITHIN TEN (10) WORKING DAYS OF RECEIPT. REFUSAL OR FAILURE TO RESPOND, OR SUBMITTING RESPONSES THAT ARE INCOMPLETE OR UNTRUE, MAY BE GROUNDS FOR DISCIPLINARY ACTION, UP TO AND INCLUDING REMOVAL.

Neither yours answers, nor any information or evidence obtained by reason of your answers, can be used against you in any criminal prosecution for violation of 18 U.S.C. Section 922(g)(9). However, the answers you furnish and any information or evidence resulting therefrom may be used against you in a prosecution for knowingly and willfully providing false statements or information, and may be basis for agency disciplinary actions.

The Law: 18 U.S.C. Section 922(g)(9) makes it a felony for anyone who has been convicted under federal or state law of a misdemeanor crime of domestic violence to possess any firearm or ammunition. A "misdemeanor crime of domestic violence" is defined generally as any offence whether or not explicitly described in a statute as a crime of domestic violence which has its factual basis the use or attempted use of physical force, or the threatened use of a deadly weapon, committed by the victim's current or former domestic partner, parent or guardian. The law further provides:

- (B)(i) A person shall not be considered to have been convicted of such an offense for the purposes of this chapter unless –
 - (I) the person was represented by counsel in the case, or knowingly and intelligently waived the right to counsel in the case; and
 - (II) in the case of a prosecution for an offense described in the paragraph for which a person was entitled to a jury trial in the jurisdiction in which the case was tried, either
 - (aa) the case was tried by a jury, or
 - (bb) the person knowingly and intelligently waived the right to have the case tried by a jury, by guilty plea or otherwise.
- (ii) A person shall not be considered to have been convicted of such an offense for purposes of this chapter if the conviction has been expunged or set aside, or is an offense for which the person has been pardoned or has had civil rights restored... unless the pardon, expungement, or restoration of civil rights expressly provides the person may not ship, transport, possess, or receive firearms.

Certification: To resolve any questions whether you are affected by the statute – that is, whether you ever have been convicted of a misdemeanor crime of domestic violence within the meaning of the statute – you should contact your immediate supervisor, your agency ethics officer, a union representative, or a private attorney.

1.) Have you ever been convicted of a misdemeanor crime of domestic violence within the meaning of the statute?

Yes: _____ Initial and Date: _____

No: _____ Initial and Date: _____

I am not certain: _____ Initial and Date: _____

2.) If you answered “yes” to the first question, please provide the following information with respect to the conviction:

Court/Jurisdiction: _____

Docket/Case Number: _____

Statute/Charge: _____

Date Sentenced: _____

3.) If you answered “yes” to the first question, was that conviction expunged, set aside or have you been pardoned for the offense or otherwise had your civil rights restored without a continuing prohibition of the use or possession of firearms or ammunition?

Yes _____ Initial and Date _____, No _____ Initial and Date _____

If you answered “yes” to this question, please provide documentation of the expungement, set aside or pardon.

IF YOU ANSWERED “YES” OR “I AM NOT CERTAIN” TO THE FIRST QUESTION, UNTIL YOU PROVIDE DOCUMENTATION OF ANY EXPUNGEMENT, SET ASIDE OR PARDON, YOU MUST IMMEDIATELY TURN OVER ANY GOVERNMENT ISSUED FIREARMS OR AMMUNITION TO YOUR SUPERVISOR. ADDITIONALLY, YOUR AUTHORIZATION TO CARRY A GOVERNMENT OWNED OR PERSONALLY OWNED FIREARM AND AMMUNITION IS RESCINDED.

I hereby certify that, to the best of my information and belief, all of the information provided by me is true, correct and complete. I understand that false or fraudulent information provided herein may be grounds for adverse personnel action, up to and including removal, and also is criminally punishable pursuant to federal law, including 18 U.S.C. Section 1001.

Name: _____

Signature: _____ Date: _____

BUREAU OF INDIAN AFFAIRS
LAW ENFORCEMENT CODE OF CONDUCT

1. I will faithfully abide by all laws, rules, regulations, and customs governing the performance of my duties and I will commit no act that violates these laws or regulations, the spirit or intent of such laws and regulations, while on or off duty.
2. In my personal and official activities, I will never knowingly violate any local, state or federal laws or regulations.
3. While a law enforcement officer, I will accept no outside employment (other than in the armed forces of the United States) without prior approval required by the program.
4. As a law enforcement officer, I will conduct all investigations and law enforcement functions assigned to me impartially and thoroughly, and report the results thereof fully objectively, and with complete accuracy.
5. In the investigative process, I will release information pertaining to my official duties, orally or in writing, and only in accordance with law and announced policy.
6. I will not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment or other thing of monetary value except in the context of obvious family or personal relationships where the circumstances make it clear that it is that relationship, rather than my position as a law enforcement officer, that is the motivating factor.
7. I will accept no loan from a bank or other financial institution on customary terms or in the context of obvious family or personal relationships where the circumstances make it clear that it is the relationship rather than my position as a law enforcement officer that is the motivating factor.

(Signature of Officer)

(Date)

LAW ENFORCEMENT CODE OF ETHICS

All law enforcement officers must be fully aware of the ethical responsibilities of their position and must strive constantly to live up to the highest possible standards of professional policing. The Office of Justice Services believes it is important that police officers have clear advice and counsel available to help them perform their duties consistent with these standards, and has adopted the following ethical mandates as guidelines to meet these requirements:

Primary Responsibilities of a Police Officer

Prior to assuming sworn status, all personnel will take and subsequently abide by the oath of office, as specified within the OJS handbook. All law enforcement officers are required to abide by the Law Enforcement Code of Ethics approved by the Deputy Bureau Director for OJS. All law enforcement personnel are individually responsible for achieving agency crime prevention and community relations goals and should assist fellow officers in this regard. A law enforcement officer acts as an official representative of the government; the officer is required and trusted to work within the law. The officer's powers and duties are conferred by Title 25 United States Code as applicable. The fundamental duties of a police officer include serving the community; safeguarding lives and property; protecting the innocent; keeping the peace; and ensuring the rights of all to liberty, equality, and justice.

Performance of the Duties of a Police Officer

A police officer performs all duties impartially, without favor, affection, or ill will and without regard to status, sex, race, religion, political belief, or aspiration. All citizens are treated equally with courtesy, consideration, and dignity. Officers shall not allow personal feelings, animosities, or friendships to influence official conduct. Laws are enforced appropriately and courteously and, in carrying out their responsibilities, officers strive to obtain maximum cooperation from the public. They conduct themselves, in appearance and manner, in a way that inspires confidence and respect for the position of public trust they hold.

Discretion

A police officer uses responsibly the discretion vested in the position and exercises it within the law. The principle of reasonableness guide the officer's conclusions and the officer considers all surrounding circumstances in determining whether any legal action will be taken. Consistent and wise use of discretion, based on professional policing competence, does much to preserve good relationships and retain the confidence of the public. It can be difficult to choose between conflicting courses of action. It is important to remember that a timely word of advice rather than arrest - which may be correct in appropriate circumstances - can sometimes be a more effective means of achieving a desired end.

Use of Force

The Office of Justice Services understands that the use of force is occasionally unavoidable. However, police officers shall not intentionally cause the unnecessary infliction of pain or suffering, shall not engage in cruel, degrading, or inhuman treatment of any person, and shall only use that force necessary to achieve lawful objectives. The Law Enforcement Handbook contains specific written guidelines governing the use of force and the use of lethal and less than lethal weapons which officers are required to follow.

Confidentiality

Whatever a police officer sees, hears, or learns of, which is of a confidential nature, is not divulged unless the performance of duty or legal provision requires otherwise. The public has a right to security and privacy, and information obtained about members of the public must not be improperly divulged.

Integrity

A police officer does not engage in acts of corruption or bribery, nor does an officer condone such acts by other police officers. The public demands that the integrity of police officers be above reproach. Police officers must, therefore, avoid any conduct that might compromise their integrity and that undercuts the public confidence in a law enforcement agency. Officers shall refuse to accept any gifts, presents, subscriptions, favors, gratuities, or promises that could be interpreted as seeking to cause the officer to refrain from performing official responsibilities honestly and within the law. Police officers must not receive private or special advantage from their official status. Respect from the public cannot be bought; it can only be earned and cultivated.

Cooperation with Other Officers and Agencies

Police officers cooperate with all legally authorized agencies and their representatives in the pursuit of justice. An officer or agency may be one among many organizations that provide law enforcement services to a jurisdiction. It is essential that a police officer help colleagues fully and completely with respect and consideration.

Personal/Professional Capabilities

Police officers are responsible for maintaining a high standard of professionalism and take every reasonable opportunity to enhance and improve their level of knowledge and competence. Through study and experience, a police officer can acquire the high level of knowledge and competence that is essential for efficient and effective performance. The acquisition of knowledge is a never-ending process of personal and professional development that should be pursued constantly.

Private Life

Police officers will behave in a manner that does not bring discredit to their agencies or themselves. A police officer's character and conduct while off-duty must always be exemplary, thus maintaining a position of respect in the community in which he or she lives and serves. The officer's personal behavior must be beyond reproach.

(Signature of Officer)

(Date)