

# Sheriff's Constitutional Duty and Accountability Contract

Between the People of Bay County, Michigan and the County Sheriff

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## PREAMBLE

This Agreement ("Contract") is entered into on this \_\_\_\_ day of \_\_\_\_\_, **25**, by and between **the People of Bay County, Michigan**, hereinafter referred to as "the People" or "the Taxpayers," and the duly elected **County Sheriff of Bay County**, hereinafter referred to as "the Sheriff," including all deputies and staff under the Sheriff's authority.

This Contract affirms and establishes the obligations of the Sheriff and deputies to the People of Bay County, as derived from the United States Constitution, the Michigan Constitution, the Michigan Compiled Laws (MCL), and the oath of office sworn by the Sheriff and deputies.

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## ARTICLE I – ACKNOWLEDGMENT OF AUTHORITY

1. The Sheriff acknowledges and agrees that the People of Bay County, through their tax contributions, fund the salaries, benefits, equipment, and vehicles used by the Sheriff and deputies.
  2. Therefore, the Sheriff and deputies are servants of the People and shall conduct all official duties with full accountability to the Taxpayers of Bay County.
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## ARTICLE II – CONSTITUTIONAL DUTY

1. The Sheriff and deputies shall uphold, honor, and defend the constitutional rights and civil liberties of all People within Bay County, without exception.
  2. The oath of office sworn by the Sheriff and deputies requires strict adherence to the U.S. Constitution and the Constitution of the State of Michigan.
  3. No act by the Sheriff or deputies shall infringe upon the rights guaranteed under these Constitutions, including but not limited to the protections under the Fourth, Fifth, and Fourteenth Amendments.
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## ARTICLE III – USE OF EMERGENCY EQUIPMENT

1. The Sheriff and deputies shall not unlawfully use emergency lights, sirens, or related equipment in non-emergency situations.
  2. Specifically, emergency lights and sirens shall not be employed for traffic stops, absent a true emergency as defined by law and court precedent.
  3. The Sheriff and deputies acknowledge that misuse of emergency equipment in such situations constitutes a violation of the Michigan Motor Vehicle Code, including but not limited to MCL 257.603.
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## ARTICLE IV – TRAFFIC STOPS AND CITATIONS

1. The Sheriff and deputies shall not initiate traffic stops or issue citations absent **reasonable articulable suspicion** supported by specific and articulable facts indicating that a crime has been committed, is being committed, or is about to be committed.
2. Citations or detentions shall not be issued or enforced where there is:
  - No injured party,
  - No property damage, and
  - No identifiable victim.
3. The Sheriff and deputies recognize that any stop, detention, or seizure without such lawful grounds constitutes a violation of the Fourth Amendment to the U.S. Constitution. **Terry v. Ohio**, 392 U.S. 1 (1968)

**Traffic Stops as “Seizures” Under the Fourth Amendment.** The Supreme Court has consistently ruled that: **A traffic stop constitutes a “seizure” of the person under the Fourth Amendment.**

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## ARTICLE V – LEGAL PRECEDENT

1. The Sheriff and deputies acknowledge that the United States Supreme Court and other courts of competent jurisdiction have repeatedly ruled that unreasonable search and seizure is unconstitutional and unenforceable where there is no **reasonable articulable suspicion** supported by specific and articulable facts indicating that a crime has been committed.
  2. Any violation of these rights by the Sheriff or deputies is a breach of this Contract, a breach of their oath, and a violation of both state and federal law.
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## ARTICLE VI – ACCOUNTABILITY

1. Should the Sheriff or deputies breach this Contract, the People reserve the right to seek remedies under law, including removal from office, civil action, or other lawful means.
2. This Contract shall be deemed binding upon the Sheriff, deputies, and their successors, for as long as they serve in the office of Sheriff under the authority of the People of Bay County.

## ARTICLE VII – TRANSPARENCY AND RECORDS

1. The Sheriff and deputies shall maintain transparency in their operations, making records of arrests for public review consistent with the Freedom of Information Act (FOIA) and other applicable laws.
  2. Dash camera, body camera, and radio communications records shall not be destroyed or altered and shall be preserved for accountability.
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## ARTICLE VIII – PROHIBITION ON QUOTAS

1. The Sheriff and deputies shall not impose, enforce, or comply with any form of quota for traffic citations, arrests, or stops.
  2. The Sheriff affirms that law enforcement shall be conducted strictly for public safety and not as a revenue-generating mechanism for the county.
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## ARTICLE IX – COMMUNITY ACCOUNTABILITY

1. The Sheriff shall convene at least one **Quarterly Public Accountability Forum**, where the People of Bay County may voice grievances, ask questions, and review the performance of the Sheriff's Office.
  2. The Sheriff shall issue a written **Annual Report to the People**, summarizing arrests, budget allocations, and disciplinary actions within the Sheriff's Office.
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## ARTICLE X – USE OF FORCE LIMITATIONS

1. The Sheriff and deputies shall employ force only as a last resort, consistent with constitutional standards and established case law.
  2. The Sheriff affirms that no excessive or unreasonable force will be tolerated under any circumstances.
  3. The Sheriff shall ensure that deputies are trained in de-escalation techniques as the preferred method of resolving conflicts.
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## ARTICLE XI – INDEPENDENT REVIEW

1. Allegations of misconduct, abuse of power, or violations of constitutional rights by the Sheriff or deputies shall be subject to independent citizen review.
  2. A **Citizen Oversight Committee**, appointed by the People of Bay County, shall have standing to investigate, request records, and issue reports on Sheriff's Office conduct.
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## ARTICLE XII – TERMINATION CLAUSE

1. This Contract shall remain in effect throughout the tenure of the Sheriff and deputies unless revoked by the People of Bay County through lawful referendum or petition.
2. Any material breach of this Contract shall constitute grounds for immediate removal of the Sheriff or deputy by lawful means under Michigan law.

## SIGNATURES

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 25

**Sheriff of Bay County, Michigan**

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(Signature)

Name: \_\_\_\_\_

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**Deputies of Bay County Sheriff's Office**

(Attach Addendum for Multiple Signatures)

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I, the undersigned sheriff, hereby recognize and affirm my sworn duty to uphold, protect, and defend the Constitution for the united States of America. I acknowledge that my authority as sheriff is derived solely from the consent of the governed, and that I am fully accountable to the people in the execution of my office. I further pledge to conduct myself with integrity, honor, and fidelity to the principles of liberty, ensuring that the rights, liberties, and freedoms of the people I serve are safeguarded at all times.

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On behalf of the People of Bay County

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Authorized Representative

Name: \_\_\_\_\_

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**Notary Acknowledgment:**

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 25

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Notary Public, State of Michigan

My Commission Expires: \_\_\_\_\_