

APPENDIX III

INTERGOVERNMENTAL AGREEMENTS

1. **Agreement between the Michigan Department of Social Services and the Bay Mills Indian Community**
2. **Agreement to provide children's protective services between the Grand Traverse Band of Ottawa and Chippewa Indians and the Michigan Department of Social Services**
3. **Mutual assistance agreement between the Grand Traverse Band of Ottawa and Chippewa Indians and the County of Leelanau**
4. **Mutual law enforcement assistance agreement between the City of Sault Ste. Marie and the Sault Ste. Marie Tribe of Chippewa Indians**

AGREEMENT
between
MICHIGAN DEPARTMENT OF SOCIAL SERVICES
and
BAY MILLS INDIAN COMMUNITY

This Agreement, effective upon date of signature, is by and between the Michigan Department of Social Services, having a mailing address of 300 South Capitol Avenue, Lansing, Michigan 49826 (hereinafter referred to as the "Department"), and the Bay Mills Indian Community, having a mailing address of Rural Route #1, Box 313, Brimley, Michigan, 49715.

WITNESSETH

WHEREAS, the Department has been designated to cooperate with the Federal Government and with all other departments or agencies of the State in any plans established in cooperation with the Federal Government, and is authorized to contract with the State or local units of Government and private agencies under the provisions of MCLA 400.10: and,

WHEREAS, the Department and Tribe has lawful authority to enter into this Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919.

WHEREAS, Mr. Jeffrey D. Parker has lawful authority to bind the Tribe to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. PURPOSE:

The purpose of this Agreement is to provide Children's Protective Services coverage to the members of the Bay Mills Indian Community residing on Tribal Trust Land in Chippewa County, Michigan. To authorize protective service workers of the Michigan Department of Social Services to act on behalf of the Tribe under the Tribe's child welfare code, and to clarify the respective authority and responsibilities of DSS and Tribal workers.

2. PROTECTIVE SERVICES COVERAGE ON TRIBAL TRUST LAND

Under the Indian Child Welfare Act of 1978, the Tribe has exclusive jurisdiction over child welfare matters of its members who reside upon Tribal trust land. Notwithstanding this, the parties wish to authorize DSS protective service workers to act on the Tribe's behalf to protect the welfare of its members as follows:

- a. The Tribe hereby designates the Michigan Department of Social Service workers of the Chippewa County Social Service offices as Tribal Social Workers under the Tribe's child welfare code. DSS workers will exercise full authority of Tribal Protective Service Workers under said code.
- b. DSS agrees to provide protective services coverage on Tribal trust land in Chippewa County according to Act No. 238 P.A. of 1975, as amended and DSS policy for providing protective services.
- c. It is intended that the authority conferred upon DSS workers by this Agreement is to be exercised when Tribal child welfare workers are unavailable. This confers primary responsibility for responding to protective service matters after working hours and on weekends or holidays to the DSS workers handling emergency reports. During business hours, protective service matters will be referred to tribal child welfare authorities. However, DSS workers may act in an emergency situation when exigencies of the situation do not permit delays in action. DSS workers need not contact Tribal authorities prior to acting under this Agreement in emergency situations.
- d. DSS Protective Service Workers do not have the authority to remove children without prior court approval. The Tribal Judge/Magistrate responsible for Indian Child Welfare will be contacted by DSS Protective Service Workers prior to removing a child on an emergency basis. If the situation arises that the Tribal Judge/Magistrate cannot be located, the DSS Protective Service Worker will notify Tribal Police of the emergency and request that the child be removed by them. The Tribal Judge/Magistrate will be notified no later than the next business day of the emergency removal of the child by Tribal Police.

In the event that a child is taken into custody by DSS workers under this Agreement, the placement decision shall be made by the DSS worker with the placement priority as follows when feasible:

1. In the home of a responsible relative of the child.
 2. In a Tribal shelter care home.
 3. In a DSS shelter home.
- e. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this Agreement shall be transferred to Tribal authorities upon demand or on the next working day following removal from the home. Cases requiring transfer to the Tribal

authorities include not only those involving tribal members, but also those involving Native Americans found on trust land. Cases involving non-Indians investigated on trust land shall be retained by the DSS worker and processed through Probate Court.

- f. DSS workers will provide a written report of each call it receives on Tribal trust lands to Tribal Social Workers.

3. SHELTER CARE COSTS

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS workers under this Agreement. Determining the financial responsibility for placement costs incurred in placing Native American children remains the responsibility of the Tribe.

4. COURT PROCEEDINGS

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in Tribal Court in the event such is required. The Tribal authorities shall be responsible for prosecution of the case in Tribal Court.

5. POLICE SERVICES

- a. Trust lands in Chippewa County are under the jurisdiction of the Bay Mills Indian Community Tribal Law Enforcement for the purposes of police protection.
- b. The parties anticipate that law enforcement jurisdiction will not shift pursuant to Federal Law. In the event that a need for police protection occurs, the Tribe agrees that it will provide for police assistance to DSS workers under arrangements for law enforcement then pertaining.

6. ACTIONS AGAINST THE DEPARTMENT

Any actions brought against DSS or its employees for any alleged acts or omissions occurring on or off Tribal lands arising out of or connected to the performance of this Agreement must be brought in the appropriate courts of the State of Michigan and not the Tribal Court which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan including those laws pertaining to the immunity of the State and its employees.

7. **INFORMATION AND TRAINING**

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this Agreement.

8. **COOPERATION COMMITTEE**

A committee consisting of the Tribe's Chairperson or designate the Tribal Worker, The County Director of the Chippewa County Department of Social Services or his designate, and a DSS protective services worker is established to resolve any questions related to the implementation of this Agreement or to resolve any disputes arising under it.

9. **DISPUTES**

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety day period, the Tribe, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute.

10. **CONFIDENTIALITY**

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

11. **TERMS AND AMENDMENT OF AGREEMENT**

This Agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other party.

12. **LIABILITY**


The tribe shall indemnify, save and hold harmless the Department against any and all expense and liability of any kind which the Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further,

in the event the Tribe becomes involved in or is threatened with litigation, the Tribal shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the Department as they may appear.

IN WITNESS WHEREOF, the Department and Tribe have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at Bay Mills, Michigan this 30th day of July, 1990.

Witness: _____


BAY MILLS INDIAN COMMUNITY Tribe

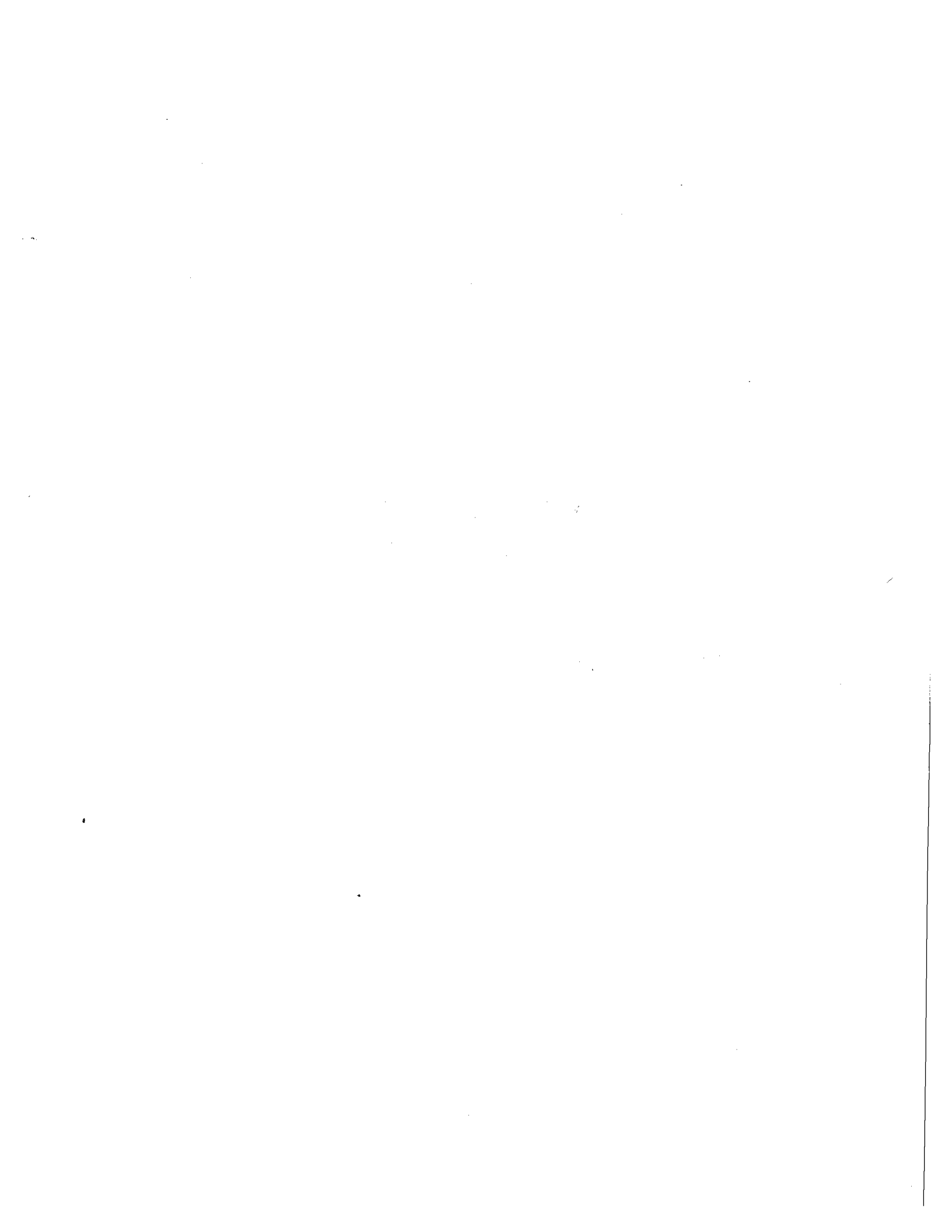

Jeffrey D. Parker, Chairman

Dated at Lansing, Michigan this _____ day of _____, 1990.

Witness: _____

MICHIGAN DEPARTMENT OF SOCIAL SERVICE

C. Patrick Babcock, Director



ADMTR-96-070

**AGREEMENT TO PROVIDE CHILDREN'S PROTECTIVE SERVICES BETWEEN
THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS AND
THE MICHIGAN DEPARTMENT OF SOCIAL SERVICES**

This Agreement is between the Michigan Department of Social Services ("Department"), whose mailing address is 235 S. Grand Ave., Lansing, MI 48909 and the Grand Traverse Band of Ottawa and Chippewa Indians ("Tribe"), a federally recognized Indian Tribe, whose mailing address is R#1, Box 135, Suttons Bay, MI 49682.

BACKGROUND

The Department has been designated to cooperate with the Federal Government and with all other departments or agencies of the State in any plans established in cooperation with the Federal Government, and is further authorized to contract with State or local units of Government and private agencies under the provisions of MCLA 400.10; and

The Department and Tribe have lawful authority to enter into this Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919; and

Joseph Raphael, Tribal Chairman, has lawful authority to bind the Tribe to the terms of this Agreement.

AGREEMENT

1. PURPOSE:

The purpose of this agreement is to provide Children's Protective Services coverage to members of the Tribe residing on tribal trust land in Leelanau County, Michigan, and to authorize protective services workers of the Michigan Department of Social Services to act on behalf of the Tribe under the Tribe's child welfare code, and to clarify the respective authority and responsibilities of DSS and tribal workers.

2. PROTECTIVE SERVICES COVERAGE ON TRIBAL TRUST LAND;

Under the Indian Child Welfare Act of 1978, the Tribe has exclusive jurisdiction over child welfare matters of its members who reside upon Tribal trust land. Regardless of the Tribe's exclusive jurisdiction, the parties wish to authorize DSS protective services workers to act on the Tribe's behalf to protect the welfare of Tribal members as follows:

a. The Tribe hereby designates the Michigan Department of Social Services' workers of Leelanau County as Tribal protective services workers under the Tribes Children's Code. DSS workers will exercise full authority of protective services workers under said code.

b. DSS agrees to provide protective services coverage on Tribal trust land in Leelanau County, according to Act No. 238 P.A. of 1975, as amended, and DSS policy for providing children's protective services

c. It is intended that the authority conferred upon DSS workers by this Agreement is to be exercised when Tribal child welfare workers are unavailable. This will principally occur after working hours and on week-ends and holidays. During business hours, protective services matters will be referred to Tribal child authorities. However DSS workers may act in emergency situations and DSS workers need not contact Tribal authorities prior to acting under this Agreement but DSS workers shall notify the Tribe within a reasonable time.

d. In the event that a child is taken into custody by DSS workers under this agreement, the placement decision shall be made by the DSS worker with placement priority as follows, when feasible: (1) In the home of a responsible relative of the child; (2) In a Tribal shelter care home; (3) In a DSS shelter home. The Tribe will provide a list of Tribal shelter homes to DSS for this purpose.

e. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this agreement shall be transferred to Tribal authorities upon demand or on the next working day following removal from the home.

f. DSS workers will provide a written report of each call it receives on the trust land to Tribal authorities.

3. SHELTER CARE COSTS:

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS workers under this Agreement, if such placements are not eligible for public funding.

4. COURT PROCEEDINGS:

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in Tribal Court in the prosecution of the case in Tribal Court.

5. POLICE SERVICES;

The Tribe agrees that it will provide for police assistance to DSS workers. Tribal police may be contacted through the Leelanau County Sheriff Department's central dispatch office. If Tribal law enforcement is unavailable, the Leelanau County Sheriff's Department is authorized to enforce Tribal law on trust lands pursuant to a Mutual Assistance Agreement.

6. ACTIONS AGAINST THE DEPARTMENT:

Any actions brought against the DSS or its employees for any alleged acts or omissions occurring on or off Tribal trust lands arising out of or connected to the performance of this Agreement must be brought in the appropriate courts of

the State of Michigan and not the Tribal Courts which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan, including those laws pertaining to the immunity of the State and its employees.

7. INFORMATION AND TRAINING:

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this agreement.

8. COORDINATING COMMITTEE:

A committee consisting of the Tribe's Director of Field Services, a Tribal social worker, the County Director of the Leelanau County Department of Social Services and DSS protective services workers is established to resolve any questions relating to the implementation of this Agreement or to resolve any disputes arising under it.

9. DISPUTES;

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety days from the date of such notification. Within this ninety day period the Tribe, at the request of the Department, must meet with the Director of the department for the purpose of attempting to resolve the dispute.

10. CONFIDENTIALITY:

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

11. TERM AND AMENDMENT OF AGREEMENT:

This agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty(30) days written notice of the other party.

12. LIABILITY:

The Tribe shall indemnify, save and hold harmless, the Department against any and all expense and liability of any kind which the Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further, in the event the Tribe becomes involved or is threatened with litigation, the Tribe shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the department as they may appear.

The Department and the Tribe have caused this Agreement to be executed by their respective, authorized representatives.

Dated at Suttons Bay, Michigan
this 30th day of Nov, 1990

Witness: William F...

THE GRAND TRAVERSE BAND OF
OTTAWA AND CHIPPEWA INDIANS

Joseph C. Raphael
JOSEPH C. RAPHAEL, Chairman

Dated at Lansing, Michigan
this 6th day of September, 1990

Witness: Linda Lopez

MICHIGAN DEPARTMENT OF SOCIAL SERVICES

L. Annette Abrams
L. ANNETTE ABRAMS, Director
Office of Children and Youth Services

COUNTY BOARD
Marilyn Singee
Carol Smith
Barbara Ort-Smith

STATE OF MICHIGAN



LEELANAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
Millside Building
P.O. Box 427
Suttons Bay, Michigan 49682

JAMES J. BLANCHARD, Governor

DEPARTMENT OF SOCIAL SERVICES

C. PATRICK BABCOCK, Director

February 14, 1990

Ms. Ruth Bussey, Social Svcs. Division Director
Grand Traverse Band Ottawa/Chippewa Indians
Route 1, Box 135
Suttons Bay, MI. 49682

RE: Children's Protective Svcs.

Dear Ruth:

This is to confirm our verbal agreement between the Grand Traverse Band and the Leelanau County Department of Social Services for responding to Protective Services (P.S.) complaints involving Native American children residing on lands within the exclusive jurisdiction of the tribe.

As I understand it, we agreed that the Leelanau County D.S.S. P.S. worker will continue to respond to P.S. complaints involving Native American children who are residing on tribal lands as with any P.S. complaint with one exception. When we receive a P.S. complaint involving a Native American child, the P.S. worker will first attempt to contact the Tribal Social Worker, Allen John, for the purpose of accompanying the D.S.S. P.S. worker on the initial contact and ensuing investigation. Mr. John's primary role during the investigation will be as an interpreter of Native American culture.

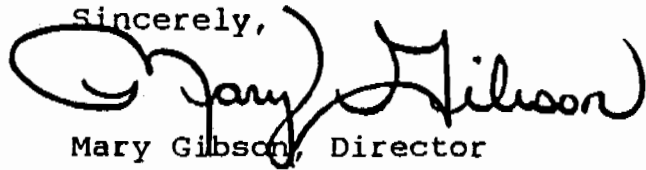
If Mr. John is not available to the P.S. worker concerning a complaint, the tribal police (271-3538) are to be contacted for the purpose of locating one of the following back-up people: Dora Cimini, Bob Kewaygoshkum or Eugene ~~Warren~~. If none of these people are available, the P.S. worker will proceed with the investigation and contact Mr. John or a back-up person as soon as possible.

This procedure will be followed with all P.S. complaints involving Native American children whether residing on tribal lands or not and will remain in force until representatives from the Band and Leelanau County DSS meet and develop a more detailed and formal agreement or until both parties agree to a change.


Ms. Ruth Bussey
February 9, 1990
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If you have questions concerning this matter or if any of the foregoing is not in keeping with your impression of our telephone agreement, please let us know.

Sincerely,

A handwritten signature in cursive script that reads "Mary Gibson". The signature is written in black ink and is positioned above the typed name.

Mary Gibson, Director

A small, handwritten signature or set of initials in cursive script, appearing to be "FG", written in black ink above the typed name.

BY: Forrest Gregg
Services Supervisor

MG:FG:clc

**MUTUAL ASSISTANCE AGREEMENT BETWEEN
THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS
AND THE COUNTY OF LEELANAU.**

PREAMBLE

This Agreement dated _____, 19____, is between the Grand Traverse Band of Ottawa and Chippewa Indians, an Indian Tribe organized pursuant to the federal Indian Reorganization Act, 25 U.S.C. §§ 461 et seq., and the County of Leelanau, a political subdivision of the State of Michigan.

The Tribe is authorized to enter agreements with the state, local and federal governments pursuant to Article IV, Section 1.(N) of the Tribe's Constitution.

The County is authorized by Article III, Section 5 of the State of Michigan Constitution to enter into agreements with other governmental units.

INTENT

The Tribe and County each wish to ensure better law enforcement by providing for mutual use of law enforcement personnel and resources in the event of disaster, disorder or emergencies arising in their respective jurisdictions. The County and Tribe intend to make a trained and experienced law enforcement officers readily available to each jurisdiction and to provide increased protection for the public.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions

As used in this Agreement:

"L.C.S.D." means Leelanau County Sheriff's Department.

"Tribe" means The Grand Traverse Band of Ottawa and Chippewa Indians.

"County" means Leelanau County.

"M.L.E.O.T.C." means Michigan Law Enforcement Officers Training Council.

"Qualified Officer" means M.L.E.O.T.C. Certified.

"Indian Country" means Indian Reservations, Trust lands, Indian allotments & dependent Indian communities.

Section 2. Requesting Assistance

- A. The County Sheriff and the Tribe's Chief of Police or their designees, may request reasonable assistance from the other jurisdiction when reasonably necessary for efficient law enforcement within their jurisdiction. If Grand Traverse Band number 65 is not available the Grand Traverse Band's 24 hour pager numbers are 1-800-802-4469 and 1-800-802-8817.

Section 3. Responding to Request for Assistance

- A. Upon receiving a request for assistance, the County Sheriff's Department or the Tribal Police Department shall be authorized to furnish authorized personnel, equipment and facilities as he or she determines is appropriate and available.

Section 4. Request

- A. In the event that a County or Tribal law enforcement officer who is authorized to respond to requests for assistance observes any emergency or incident occurring during routine patrol, he or she must seek authorization from the jurisdiction requiring assistance. Upon authorization, the law enforcement officer is authorized to provide immediate aid or services.
- B. Any law enforcement officer exercising law enforcement powers or duties obtained as a result of this Section of the Agreement must give notice to the County Sheriff or Tribe's Chief of Police immediately and submit a written report within 72 hours.

Section 5. Fresh Pursuit

- A. Any duly authorized law enforcement officer of either the Tribe or the County who:
1. Observes the commission of a misdemeanor, including traffic infractions and crimes and pursues the offender without unreasonable delay; or
 2. Observes the commission of a felony or has reasonable grounds to suspect a felony has been committed, and pursues the offender without unreasonable delay,
- shall be authorized to continue that pursuit across the boundaries of the reservation and Indian Country until the offender is apprehended, at which time the pursuing officer shall proceed as though the boundary had never been crossed and issue such citations or effect such arrests as are dictated by the situation.

- B. As soon as it reasonably appears that the fresh pursuit of a suspect will require entry onto the reservation or Indian Country, the L.C.S.D. deputy involved shall make every attempt to promptly notify Tribal law enforcement authorities of the entry into their jurisdiction and to request their cooperation and assistance.
- C. As soon as it reasonably appears that the fresh pursuit of a suspect will require leaving the reservation or Indian Country, the Tribal officer shall make every attempt to promptly notify L.C.S.D. law enforcement authorities of the entry into their jurisdiction and to request their cooperation and assistance.

Section 6. Authorization

- A. Authorized law enforcement officers who respond to requests for assistance under this Agreement shall be acting on behalf of the United States or Tribe when providing services for the Tribe and on behalf of the County when providing services for the County. Responding officers shall be automatically commissioned by virtue of the Agreement through the duration of the situation giving rise to the request.
- B. The Tribe and County shall maintain and exchange a list of named law enforcement officers who are qualified to act under the Agreement.

Section 7. Qualifications and Training

- A. All personnel furnished by the parties pursuant to this Agreement shall be full-time commissioned law enforcement officers, certified by M.L.E.O.T.C.

Section 8. Operational Plan

- A. Any suspects arrested pursuant to this agreement will be booked and lodged in the Leelanau County jail. Any jurisdictional or procedural questions will be resolved by the prosecutors of the Tribe and the County.

Section 9. Scope of Power

- A. County law enforcement officers responding to a request for assistance from the Tribe shall have all the powers of Tribal law enforcement officers to enforce the Tribal Law and Order Code and for all other criminal violations for which local enforcement is not prohibited by 18 U.S.C. §§ 1152 and 1153.

- B. Tribal law enforcement officers responding to a request for assistance from the County shall have all the powers of County law enforcement officers to enforce state laws in Michigan, including but not limited to the power to make arrests for violations of state laws.
- C. L.C.S.D. law enforcement officers responding to a request for assistance under this Agreement shall comply with the applicable statutory provisions concerning enforcement of Tribal laws. Tribal law enforcement officers responding to a request for assistance under this Agreement shall comply with the applicable statutory provisions concerning enforcement of state laws.

Section 10. Status of Officers

- A. In the event that the County supplies law enforcement officers to the Tribe, the County officers shall remain under the ultimate control of the County but shall take supervision and directions from the Tribal official designated by the Tribe while in the Tribe's jurisdiction.
- B. In the event that the Tribe supplies law enforcement officers to the County, the Tribal officers shall remain under the ultimate control of the Tribe but shall take supervision and directions from the County official designated by the County while in the County's jurisdiction.
- C. County law enforcement officers responding to a request for assistance under this Agreement are not employees of the Tribe. The County shall remain liable for its employees' salaries, worker's compensation protection and civil liabilities and each County officer shall be deemed to be performing regular duties for the County while performing services pursuant to this Agreement.
- D. Tribal law enforcement officers responding to a request for assistance under this Agreement are not employees of the County. The Tribe shall remain liable for its employees' salaries, worker's compensation protection and civil liabilities and each Tribal officer shall be deemed to be performing regular duties for the Tribe while performing services pursuant to this Agreement.

Section 11. Costs

- A. The Tribe will reimburse the L.C.S.D. for expenditures related to L.C.S.D. officers appearing and/or testifying in Tribal Court and the L.C.S.D. will reimburse the Tribe for similar expenses incurred by Tribal officers.

- B. The Tribe will contract with L.C.S.D. for the lodging of prisoners.
- C. The Tribe agrees to pay any costs of impoundment related to animals captured on Tribal lands by the County's Animal Control officer.

Section 12. Service of Process

- A. The L.C.S.D. agrees that they will serve criminal and civil process for the Tribal Court system outside Indian Country and the Tribe agrees to serve criminal and civil process for the L.C.S.D. within Indian Country. The parties will reimburse each other for related costs.

Section 13. Arrests

- A. The L.C.S.D. agrees that they will make arrests for the Tribe outside Indian Country, pursuant to a valid Tribal Court warrant and the Tribe agrees that they will make arrests in Indian Country for the L.C.S.D. pursuant to a valid State Court warrant.

Section 14. Search Warrants

- A. State Warrants:
 - 1. County law enforcement officers shall present search warrants authorizing the search for evidence located on the Tribe's reservation and Indian Country (in accordance with the Tribal Code) to Tribal law enforcement authorities for execution.
 - 2. The Grand Traverse Band Police Department agrees to cooperate in the execution of properly issued state search warrants within the reservation and Indian Country and to observe the requirements of State and Federal law in doing so.
 - 3. L.C.S.D. law enforcement officers may, at the invitation of Tribal authorities, accompany Tribal officers when a state warrant is executed.
- B. Tribal Warrants:
 - 1. Tribal law enforcement officers shall present search warrants authorizing the search for evidence located off the Tribe's reservation and Indian Country to County law enforcement authorities for execution.

2. The L.C.S.D. agrees to cooperate in the execution of Tribal search warrants off the reservation and Indian Country and to observe the requirements of State, Tribal and Federal law in doing so.
3. Tribal law enforcement officers may, at the invitation of County authorities, accompany County officers when a Tribal warrant is executed.

Section 15. Immunities

- A. All the immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by the County and Tribe have in their own jurisdictions shall be effective in the jurisdiction in which they are giving assistance unless otherwise prohibited by law.
- B. All the immunities enjoyed by Tribal law enforcement officers under Tribal or Federal law shall inure to the benefit of County law enforcement officers when acting as Tribal law enforcement officers under terms of the Agreement.
- C. All the immunities enjoyed by County law enforcement officers under State or Federal law shall inure to the benefit of Tribal law enforcement officers when acting as County law enforcement officers under terms of the Agreement.

Section 16. Hold Harmless

- A. The County and Tribe shall waive any and all claims against each other which may arise out of their activities outside their respective jurisdictions under this Agreement unless such claims are proximately caused by the negligence or willful misconduct of the other party or its law enforcement officers.
- B. The County and Tribe shall be responsible for all liability of whatever nature arising from the acts of its own law enforcement officers and employees to the extent provided by law. Under no circumstances shall either the County or Tribe be held liable for the acts of employees of the other party performed under color of this Agreement.

Section 17. Indemnification

- A. The County and Tribe shall indemnify each other for all claims, judgements, or liabilities by third parties for property damage, personal injury or civil liability which may arise out of the activities of their officers pursuant to this Agreement.

Section 18. Fire, Rescue, and Animal Control

- A. The immunities, hold harmless clauses and indemnities of this Agreement will be extended by the Tribe to Township fire & rescue units and county animal control personnel.

Section 19. Insurance

- A. The Tribe and County agree to maintain and name each other as a co-insured on an insurance policy in the amount of \$5 million per incident insuring against claims for liability and shall maintain the policy in full force and effect during the Agreement.
- B. The County shall submit to the Tribe, proof of adequate insurance covering the L.C.S.D. and each of its law enforcement officers commissioned pursuant to this Agreement.
- C. The Tribe shall submit to the County, proof of adequate insurance covering the Tribe and each of its law enforcement officers commissioned pursuant to this Agreement.
- D. The Tribe and County agree to bear the cost per person for adding law enforcement officers to the insurance coverage provided for law enforcement officers.

Section 20. Costs

- A. The County and Tribe shall each assume responsibility for all costs incurred by their own officers under this Agreement, except as otherwise provided.

Section 21. Oversight Committee

- A. A committee consisting of Tribal and County law enforcement officers shall review activities and method of performance undertaken pursuant to this Agreement.
- B. The Tribe's Chief of Police and the County Sheriff shall serve as co-chairmen and shall jointly set dates and places for meetings and shall jointly preside over meetings.
- C. This committee may recommend to the signatories of the Agreement any amendments for consideration by the parties. This committee shall further review, in the first instance, any dispute raised by either party or by third parties, relating to this Agreement.

- D. The committee co-chairmen shall invite representatives of their respective courts and prosecutors to attend the meetings. The committee shall meet at least quarterly or more frequently at the call of either the Tribe's Chief of Police or the County Sheriff to discuss the status of the Agreement and invite other law enforcement or other officials to attend as necessary.

Section 22. Duration of Agreement

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

Section 23. Suspension of Agreement

- A. If any provision of this Agreement is violated by the County or any of its agents, the Tribal Council may suspend the Agreement on ten (10) days written notice. The suspension shall last until the Tribal Council is satisfied that the violation has been corrected and will not reoccur.
- B. If any provision of this Agreement is violated by the Tribe or any of its agents, the governing body of the County may suspend the Agreement on ten (10) days written notice. The suspension shall last until the governing body of the County is satisfied that the violation has been corrected and will not reoccur.

Section 24. Revocation of Agreement

- A. Either party may revoke this Agreement at any time by formal action of the governing bodies of either the Tribe or County upon written notice to the other and the revocation shall be effective thirty (30) days after notice is received by the other party.

Section 25. Amendments

- A. This Agreement shall not be amended except by an instrument in writing executed by signatories below and attached to this Agreement.

Section 26. Saving

- A. This Agreement, or any commission issued pursuant to it, shall not confer any authority on a county or state court or other state or county authority which that court or authority would not otherwise have.

- B. Nothing in this Agreement shall be construed to cede any jurisdiction of either of the parties, to waive any immunities, to modify the legal requirements for arrest or search or seizure or to otherwise modify the legal rights of any person, to accomplish any act violative of state or federal law or to subject the parties to any liability to which they would not be subject by law.

Section 27. Severability

- A. 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 terminated as provided in this Agreement.

Section 28. 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 County, notices shall be sent to:

Leelanau County Sheriff
Leland, Michigan 49654

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

Chief of Police
Grand Traverse Band of Ottawa and Chippewa Indians
Route #1, Box 135
Suttons Bay, Michigan 49682

Section 29. Repealers

- A. This Agreement constitutes the entire Agreement between the parties.

The effective date of this Agreement shall be the 22nd day
of January, 1990.

IN WITNESS THEREOF, The parties have executed the Agreement the date and
year first above written by authority of the Grand Traverse Band of Ottawa and
Chippewa Indians Tribal Council and County of Leelanau.

COUNTY OF LEELANAU

TRIBE OF THE GRAND TRAVERSE BAND
OF OTTAWA AND CHIPPEWA INDIANS

BY:

Alto Mark
(County Chairman)

BY:

Joseph C. Raphael
(Tribal Chairman)

DATE:

January 22, 1990

DATE:

1-23-90

BY:

[Signature]
(County Sheriff)

BY:

Joseph S. Chambers
(Captain of Police)

DATE:

1-29-90

DATE:

1-23-90

BY:

[Signature]
(County Prosecutor)

BY:

William Gregory
(Tribal Prosecutor)

DATE:

1/24/90

DATE:

1-23-90

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

The City of Sault Ste. Marie, Michigan and the Sault Ste. Marie Tribe of Chippewa Indians, recognizing the need to coordinate their law enforcement activities and to complement their present resources, agrees as follows:

A. Introduction and Purpose

1. The purpose of this agreement is to provide for the enforcement of law, the protection of lives and property, the alleviation of suffering and the maintenance of order on Indian trust lands of the Sault Ste. Marie Tribe of Chippewa Indians located within the City of Sault Ste. Marie, Michigan. To accomplish this purpose, the parties agree, as set forth below, to coordinate activities of their respective law enforcement agencies and to allocate responsibilities between them.

2. It is the parties' intention that the City Police Department will have principal responsibilities for coordinating response to incidents and calls of an emergency nature arising on the trust land which would ordinarily result in the immediate dispatch of officers to the scene. A list of complaint classifications to which the City Police Department will coordinate response is appended hereto as Appendix A, and is incorporated herein. To facilitate this, the City Police Department will provide radio dispatching and communication services for Tribal Law Enforcement Officers in Sault Ste. Marie. Tribal officers will be dispatched to such incidents if available; otherwise the City Department will respond. Both departments have normal patrol responsibilities on Tribal lands and may handle any law enforcement matters as may come to their attention there. The City Department will maintain a log of all calls to the Tribal land.

3. It is the parties' intention that Tribal officers will handle routine matters which do not require immediate dispatch of officers to the scene. Subject to the exigencies of the situation and availability of officers the City will inform the Tribal Law Enforcement Department of calls to the Tribal lands to which they respond and the latter will assist City officers in responding to such calls. Each Department will provide assistance to the other as requested.

B. Cross-Deputization and Allocation of Law Enforcement Responsibility

4. In order to accomplish the foregoing, the parties will take the following actions:

- a. The Tribe will deputize all full-time officers of the City Police Department to perform law enforcement functions under tribal law.
- b. The Tribe hereby consents to the entry of City police officers unto Tribal lands and properties for the purpose of providing law enforcement services.
- c. The City will confer upon all full-time officers of the Tribe's Law Enforcement Department, who have successfully completed both the Bureau of Indian Affairs Indians Police Academy training course at Brigham City, Utah and a Michigan deputization course, and who are otherwise qualified to be City police officers under state law, the powers of Sault Ste. Marie City Police Officers.
- d. The authority provided for in Paragraph 4(c) hereof is principally intended to empower the Tribal Law Enforcement Officers to enforce state law against non-Indians on Indian trust land. However, the authority conferred by this deputization shall extend off trust land when assistance of Tribal officers is requested by a State or City officer, in a hot pursuit situation, or when an officer may act to prevent bodily harm, destruction of property, the commission of a crime or escape from the scene of a felony. When acting outside of their own jurisdiction under the authority of this agreement, Tribal officers shall be subject to the supervision and direction of the law enforcement unit which has principal jurisdiction, and all judicial involvement resulting from such actions shall be in the appropriate state courts.

As this agreement relates to traffic violation enforcement on the public roads of the City, the Tribal officers shall have enforcement authority on public streets only within the confines of the trust land. This authority shall not extend to any public streets outside the trust land, including but not limited to Shunk Road. The only exceptions shall be previously outlined in this section.

5. A committee consisting of the City Manager and Police Chief of Sault Ste. Marie, the Chairman and the head of the Law Enforcement Agency of the Sault Ste. Marie Tribe of Chippewa Indians, or their respective delegates, shall review activities undertaken pursuant to this agreement. This committee may recommend any amendments to this agreement or supplementary agreements for consideration by the parties. This committee shall further review, in the first instance, any dispute raised by either party or by third parties, relating to this agreement.

C. Immunities, Liability, and Expenses

6. Nothing in this agreement shall be construed to waive any immunity enjoyed by either of the parties hereto or any of their respective officers or employees. Further, City officers acting as deputized Tribal officers shall enjoy the full extent of immunity under Tribal law that they enjoy under Michigan or Federal law at the time of the incident in question. All immunities enjoyed by City officers under Michigan or Federal law shall inhere to the benefit of Tribal officers when acting as City officers under the terms of this agreement.

7. Each of the parties shall be responsible for all liability of whatever nature arising from the acts of its own officers and employees, notwithstanding this agreement, to the extent provided by law. Under no circumstances shall either party be held liable for the acts of employees of the other party performed under color of this agreement.

8. Each of the parties hereto shall be responsible for all compensation of officers who are its regular employees, notwithstanding their function as officers of the other party under this agreement, except as set forth below.

9. The parties acknowledge that there exists a cooperative agreement relating to the provision of City services on Tribal lands which includes a payment in lieu of taxes in compensation thereof. However, the parties agree that it may be mutually beneficial to make joint application for state or federal funds to upgrade law enforcement services for both parties, and agree to discuss this subject should such funding become available.

D. Saving Provisions

10. Nothing in this agreement shall be construed to cede any jurisdiction of either of the parties hereto, to modify the legal requirements for arrest or search and seizure or to otherwise modify the legal rights of any person, or to accomplish any act violative of state or federal law. 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 terminated as set forth below.

E. Duration, Amendment and Termination

11. This agreement continues in effect until amended or terminated. It may be amended by mutual agreement, expressed in writing by the Sault Ste. Marie City Commission and the Tribal Board of Directors, at any time. It may be terminated by formal action of either of said governing bodies upon thirty (30) days written notice to the other party.

Entered into this 2nd day of July, 1983, by authority of the Sault Ste. Marie City Commission and the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians.

City of Sault Ste. Marie, Michigan

By: s/James Alford
James Alford, Mayor

By: s/Audrey J. LeLievre
Audrey LeLievre, Clerk

Sault Ste. Marie Tribe of Chippewa Indians

By: s/Joseph N. Lumsden
Joseph N. Lumsden, Chairman

APPENDIX A

Compliant classifications that the Sault Ste. Marie Police Department agrees to dispatch units to handle on a first call basis. The Sault Ste. Marie Tribal Police Department will conduct follow-up investigation as necessary.

1. **CRIMINAL HOMICIDE:**
 - (a) Murder and non-negligent manslaughter
 - (b) Manslaughter by negligence
 - (c) Agency Special, BIA or FBI to be notified forthwith

2. **FORCIBLE RAPE:**
 - (a) Rape by force - Criminal Sexual Conduct-- first and third degrees with penis/vagina penetration
 - (b) Assault to rape - attempt of the above

3. **ROBBERY:**
 - (a) Firearm
 - (b) Knife or cutting instrument
 - (c) Other dangerous weapon
 - (d) Strong-arm

4. **ASSAULT:**
 - (a) Gun
 - (b) Knife or other cutting instrument
 - (c) Other dangerous weapon
 - (d) Hands, fist, feet, etc. - aggravated
 - (e) Other assaults - not aggravated

5. **BURGLARY IN PROGRESS**

6. **LARCENY -- THEFT IN PROGRESS**

7. **MOTOR VEHICLE THEFT**

8. **ARSON**

9. **OTHER ASSAULTS:**
 - (a) Assault and battery
 - (b) Pointing a gun in jest
 - (c) Resisting or obstructing an officer
 - (d) Bomb threat

10. **STOLEN PROPERTY: BUYING, RECEIVING, POSSESSING:**
Include in this class all offenses of buying, receiving, and possessing stolen property, as well as all attempts to commit any of these offenses.

11. **VANDALISM -- INITIAL CALL, FOLLOW UP BY RESERVATION POLICE**

12. **OFFENSES AGAINST THE FAMILY AND CHILDREN:**
Include here all charges of abuse of family and children.
13. **DRIVING UNDER THE INFLUENCE:**
This class is limited to the driving or operating of any vehicle or common carrier while drunk or under the influence of liquor or narcotics.
14. **DRUNKENNESS:**
Include in this class all offenses of drunkenness or intoxication with the exception of "driving under the influence." Drunk and disorderly. Tribal Code.
15. **DISORDERLY CONDUCT:**
In this class are placed all charges of committing a breach of the peace.
Include:
 - (a) Affray
 - (b) Unlawful assembly
 - (c) Disturbing the peace
16. **RUNAWAY - (Juveniles) -- IF IN CUSTODY**
17. **ACCIDENTS**
18. **AMBULANCE**
19. **FIRE**
20. **MILITARY (AWOL AND DESERTION), IF PRESENT**
21. **ANIMAL BITES**
22. **CONTROL DRUGS.**
23. **ANIMAL CONTROL.**