

**INTERLOCAL AGREEMENT FOR DEPUTIZATION  
AND MUTUAL LAW ENFORCEMENT ASSISTANCE  
BETWEEN  
THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS  
AND  
THE COUNTY OF EMMET**

**PREAMBLE**

1. This Agreement is entered into by the County of Emmet and the Little Traverse Bay Bands of Odawa Indians pursuant to the Urban Cooperation Act, MCL 124.501 et seq.
2. The Little Traverse Bay Bands of Odawa Indians is a federally recognized Indian Tribe pursuant to the terms of Public Law 103-324, 25 USC § 1300k (hereafter LTBB or Tribe), and the County of Emmet is a municipal corporation in the State of Michigan.
3. LTBB is authorized to enter into agreements with federal, state and local governments under Article VII (1)(b) of the Tribal Constitution as well as the Urban Cooperation Act. The County of Emmet is authorized to enter into agreements under State law as well as the Urban Cooperation Act.
4. The additional signatories (the Emmet County Sheriff, Emmet County Prosecutor, LTBB Police Chief and LTBB Prosecuting Attorney) are in agreement with the provisions of this Interlocal Agreement as it effects their respective powers and duties.
5. The Sheriff is authorized under MCLA 51.70 and 51.73 to appoint deputies "by an instrument in writing, to do particular acts."

**PURPOSE**

6. LTBB and Sheriff desire to maximize effective law enforcement for all those present in Emmet County by providing for the deputization of the LTBB Tribal Police officers on LTBB's Trust lands under the powers granted the Sheriff under MCLA 51.70 and 51.73 and to empower the LTBB officers with such authority to fulfill the duties and responsibilities of a Sheriff's Deputy pursuant to the Statutes of the State of Michigan.
7. The parties do not intend by this Agreement to establish a separate legal or administrative entity under Section 7(1) of the Urban Cooperation Act (MCL 124.507(1) ) and have not therefore provided for or otherwise established such an entity by the terms of this Agreement.

## DEFINITIONS

8. As used in this Agreement:

ECSD means the Office of Sheriff of Emmet County, or his deputies where applicable.

LTBB or Tribe means the Little Traverse Bay Bands of Odawa Indians.

County means Emmet County.

Trust lands means lands held by the United States in trust for the Little Traverse Bay Bands of Odawa Indians, as follows:

See **Attachment "A"** for the list of properties in trust.

Any further additional trust parcels shall be identified in addenda to this Agreement.

## AGREEMENT

9. The term of this Agreement is from the date that all signatories have signed this Agreement until December 31, 2012.

10. Trust land access by non-Tribal law enforcement officers and mutual assistance:

- A. **Non-Emergency Situations:** In the investigation of a criminal offense, an ECSD law enforcement officer may only enter onto LTBB's Trust land after first contacting and receiving permission from LTBB's Police Department to do so. LTBB's Police Department may condition approval of such request on an LTBB officer accompanying the non-Tribal officer onto the Trust land.
- B. **Life Threatening Emergencies:** In life threatening emergency situations on LTBB's Trust land, the nearest law enforcement car of any governmental unit may respond, and the LTBB Police Department shall be notified as soon as possible.
- C. Hot pursuit is allowed in accordance with paragraphs 12-14 below.
- D. In the event that a situation is in progress on Trust lands that requires immediate law enforcement presence to hold down the peace, and an LTBB officer is not readily available, the LTBB Police Department may request response by ECSD to hold down the peace until an LTBB law enforcement officer arrives.

- E. In the event that a situation is in progress off Trust lands that requires immediate law enforcement presence to hold down the peace, and an ECSD officer is not readily available, the ECSD may request response by the LTBB Police Department to hold down the peace until an ECSD law enforcement officer arrives.

### **Deputization of Sheriff's Officers**

- 11. A. LTBB may deputize any or all of the officers of the Emmet County Sheriff's Department, consistent with tribal law and the provisions in this Interlocal Agreement. Except as otherwise provided herein, each such deputized officer of the Sheriff's Department shall only be deputized while working within the boundaries of Trust land.
- B. Officers of the Sheriff's Department shall not be authorized to engage in primary tribal law enforcement activities pursuant to such deputization unless requested to engage in such activities by the LTBB Police Department. Deputized officers of the Sheriff's Department shall, pursuant to and within the scope of such deputization, be authorized to effectuate the arrest of all persons and to issue civil infraction notices or citations to all persons pursuant to Tribal Law, Michigan Law, or Michigan Court Rule.
- C. This Agreement confers no rights of employment with LTBB on officers of the Sheriff's Department. They are not entitled to any of the rights, privileges and benefits of employment with LTBB except as may be stated in this agreement.
- D. Officers of the Sheriff's Department serve as LTBB deputies pursuant to this Agreement at the pleasure of LTBB. LTBB may revoke the deputy status of an officer of the Sheriff's Department at any time, with or without cause.

### **Deputization of Tribal Law Enforcement officers**

- 12. A. LTBB police officers, upon presentation of written evidence of certification satisfactory to the State of Michigan, and meeting the requirements for deputization and approval of individual LTBB police officers as determined by the Sheriff, may be deputized by the Sheriff, upon taking the oath as described in MCL 51.73, to act as a Sheriff's special deputy within Trust lands for all civil and criminal infractions which come under the jurisdiction of the State of Michigan and/or Emmet County.

LTBB and its police officers will comply with the requirements of MCL 28.609 and abide by all ECSD policies regarding law enforcement. A copy of those policies will be provided by ECSD to LTBB police chief for distribution to tribal police officers. ECSD will promptly provide copies of any later changes or amendments to those policies. LTBB will obtain signed acknowledgments from

tribal officers who have been deputized, evidencing the receipt of the original policies and/or any later changes or amendments of those policies.

This Agreement confers no rights of employment with Emmet County on LTBB police officers. The LTBB police officers are not entitled to any of the rights, privileges and benefits of employment with Emmet County except as may be stated in this agreement.

- B. LTBB police officers serve as a deputy sheriff pursuant to this Agreement at the pleasure of the Sheriff. The Sheriff may revoke the deputy status of a LTBB police officer at any time, with or without cause.
- C. The LTBB police chief and the Sheriff shall each appoint an officer of their respective departments to serve as a liaison between the two departments.

### **Representations**

13. LTBB police officers shall not represent themselves as Sheriff's deputies or as employees of the Sheriff's Department while off duty. They are specifically forbidden to use their identification to obtain gratuities, gifts, or personal gain.

ECSD officers shall not represent themselves as deputies or as employees of the LTBB Police Department while off duty. They are specifically forbidden to use their identification to obtain gratuities, gifts, or personal gain.

### **Hot Pursuit**

14. Any State law enforcement officer, duly authorized as a peace officer, who observes the commission of a felony offense, a misdemeanor offense, and/or traffic offenses including civil infraction offenses off Trust lands, or who has reasonable cause to believe a felony or misdemeanor punishable in excess of 92 days has been committed off Trust lands, and pursues the offender without unreasonable delay, is authorized to continue that pursuit onto Trust lands until the offender is apprehended. The officer may issue citations or effect an arrest of the offender as if the officer had not entered onto Trust lands. The officer will notify LTBB Police as soon as it is reasonable after entry into Trust lands. The officer may request the assistance of LTBB Police as needed.

15. Any LTBB law enforcement officer who observes the commission of a felony offense or a misdemeanor offense on Trust lands, or who has reasonable cause to believe a felony has been committed on Trust lands, and pursues the offender without unreasonable delay is authorized to continue that pursuit off of Trust lands until the offender is apprehended. The officer may issue citations or effect an arrest of the offender as if the officer had not left Trust lands. The officer will notify ECSD as soon as it is reasonable after leaving Trust lands. The officer may request the

assistance of ECSD officers as needed.

16. The hot pursuit conducted under the provisions of this Agreement shall conform with the policy and procedure of ECSD regarding high speed pursuit, whether on or off Trust lands.

In the event of hot pursuit by LTBB officers off of Trust lands, ECSD should be notified of any pursuit and LTBB officers shall abide by the ECSD pursuit policy. The distribution to LTBB police and acknowledgment by LTBB police of this policy will be in conformance with Paragraph 11(A). A command officer with the ECSD has the authority to call off a pursuit by LTBB police officers on non-Trust lands pursuant to the ECSD pursuit policy.

In the event of hot pursuit by ECSD officers on Trust lands, LTBB police should be notified of any pursuit. A command officer with the LTBB has the authority to call off a pursuit by ECSD officers on Trust lands pursuant to the ECSD pursuit policy.

### **Arrests**

17. LTBB agrees to make arrests for ECSD on Trust lands pursuant to a valid State Court warrant and to deliver the arrestee to ECSD. ECSD agrees to make arrests for LTBB outside of Trust lands pursuant to a valid Tribal Court warrant and to deliver the arrestee to the LTBB Police Department.

18. Court Rules. The provisions of Michigan Court Rule 2.615, enforcement of Tribal judgments and orders, and the LTBB Court Rules regarding enforcement and recognition of foreign judgments and orders, shall apply to this Agreement.

### **Search Warrants**

19. County law enforcement officers must present search warrants authorizing the search for evidence located on Trust lands to the State Court and Tribal Court for enforcement, and for execution by Tribal law enforcement authorities. The LTBB Prosecuting Attorney agrees to review and prepare search warrants for Trust lands.

20. When executing a state search warrant, enforced through the Tribal Court, the LTBB Police Department will observe all requirements of State and Federal law regarding the conduct of searches. ECSD officers shall accompany Tribal officers when a state warrant is executed.

21. Tribal law enforcement officers must present search warrants authorizing the search for evidence located outside Trust lands, unless jurisdiction exists under Treaty or other Federal law, to the State Court and Tribal Court for enforcement, and for execution by state law enforcement authorities. The Emmet County Prosecuting Attorney agrees to review and prepare search warrants for such searches.

22. The ECSD agrees to cooperate in the execution of Tribal search warrants outside Trust lands and to observe the requirements of Tribal, State and Federal law in doing so. LTBB will provide ECSD copies of any pertinent Tribal laws in this regard.

### **Extradition**

23. Both parties waive any requirement for formal extradition processes of anyone arrested in their respective jurisdictions to be turned over to the other jurisdiction.

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### **Immunities**

24. The provisions of 25 USC § 450f, the Federal Tort Claims Act, and all immunities from liability and exemptions from laws, ordinances and regulations which apply to Tribal law enforcement officers continue to apply while officers are performing duties under this Agreement involving state jurisdiction, as well as any rights and immunities accorded Sheriff's deputies under the laws of the State of Michigan.

### **Hold Harmless**

25. ECSD and Emmet County, its boards, commissions, officers, employees and agents, and LTBB, its boards, commissions, officers, employees and agents waive any and all claims against each other which may arise out of their activities performed under this Agreement unless such claims are proximately caused by the gross negligence or willful misconduct of the other party or its law enforcement officers.

26. ECSD and LTBB 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 this Agreement.

### **Costs**

27. ECSD and LTBB shall each assume responsibility for all costs incurred by their own officers acting under this Agreement.

### **Duration**

28. Subject to Paragraph 9 above, this Agreement shall remain in full force and effect until and unless terminated by either party as provided in this Agreement, or amended by mutual written Agreement of the parties.

29. Either party may terminate this Agreement at any time upon ten (10) days written notice. The Sheriff may immediately revoke the deputy status of an individual LTBB officer without terminating the Agreement.

### **Non-discrimination**

30. Except to the extent that Federal law allows LTBB to follow Indian preference, neither party shall discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, physical handicap, age, height, weight or marital status, except insofar as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business. Such action shall include, but not be limited to the following: hiring; employment; upgrading; demotion or transfer; recruitment or recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, each party agrees that its services and activities related to this Agreement will be delivered without discrimination based on disability consistent with the Americans with Disabilities Act of 1990.

### **Applicable Law**

31. In the event of a dispute regarding the interpretation of the terms of this Agreement and the enforcement thereof, the parties agree to seek mediation through Northern Community Mediation.

In the event that mediation is unsuccessful, the parties agree that any issues of this Agreement to be decided by a court will use Michigan law as it relates to contracts.

### **Savings Clauses**

32. This Agreement, or any commission issued pursuant to it, shall not confer any authority on a state or tribal court, or other state, tribal or county authority which that court or authority would not otherwise have. 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 in violation of state, federal, or tribal law or to subject the parties to any liability to which they would not otherwise be subject to by law.

33. The provisions of this Agreement are severable and should any provision be held invalid or unenforceable, the remainder of this Agreement remains in effect unless terminated as provided in this Agreement.

The undersigned execute this Agreement as duly authorized representatives of the respective parties:

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

By:

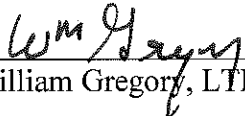
Date: 12-10-2008

  
\_\_\_\_\_  
Frank Ettawageshik, Tribal Chairman

Date: 12-10-2008

  
\_\_\_\_\_  
Jeffery Cobe, LTBB Chief of Police

Date: 12-16-08

  
\_\_\_\_\_  
William Gregory, LTBB Tribal Prosecuting Attorney


COUNTY OF EMMET

By:

Date: 12/18/08

  
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James E. Jamlyn, Chair, Board of Commissioners

Date: 12/18/2008

  
\_\_\_\_\_  
Peter Wallin, Emmet County Sheriff

Date: 12/18/08

  
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James Linderman, Emmet County Prosecuting Attorney