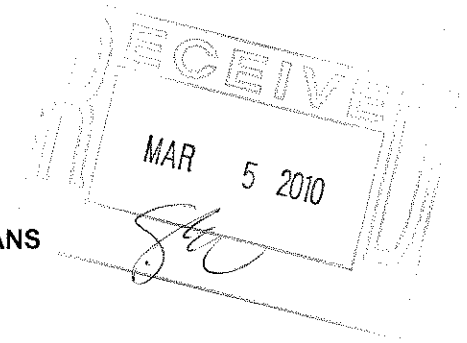


**MEMORANDUM OF AGREEMENT
BETWEEN
THE MICHIGAN DEPARTMENT OF STATE POLICE
AND
THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS**



1. Parties

This Memorandum of Agreement (MOA) is entered into by and for the Michigan Department of State Police (MSP) and The Little Traverse Bay Bands of Odawa Indians (Tribe).

The MSP is the executive branch government agency of the State of Michigan charged with maintaining the Michigan Sex Offender Registry (SOR), a database containing information regarding persons convicted of certain criminal offenses. The Tribe is an Indian tribe recognized under the laws of the United States and located within the political boundaries of the State of Michigan. The MSP and Tribe are hereinafter collectively referred to as "the parties."

Both parties are "jurisdictions" as that term is defined in the Sex Offender Registration and Notification Act (SORNA), which is Title I of the Adam Walsh Child Protection and Safety Act of 2006.

2. Purpose

The purpose of this MOA is to set forth the conditions and responsibilities of the parties concerning the use of the Michigan Sex Offender Registry by the Tribe in order to facilitate satisfying the Tribe's responsibilities under the SORNA. The Tribe has notified the appropriate office of the United States Department of Justice that the Tribe intends to delegate to the State of Michigan its SORNA responsibilities concerning the administration and maintenance of a sex offender database, public sex offender registry website, and community and law enforcement notification.

3. Subject of Agreement

The subject of this MOA is information contained in public and non-public records concerning convicted sex offenders collected and maintained in the SOR by the MSP as provided by the Tribe. Such information includes personal identifying information, offense data including descriptions and codes, criminal history information, photographs, and other offender-related information required by law and is hereinafter collectively referred to as "offender data."

4. Responsibilities, Rights, and Limitations - the MSP

- (a) The MSP will maintain the SOR, including enhancements or upgrades as deemed necessary by the MSP.
- (b) The MSP will maintain the following in conjunction with the SOR: a system of e-mail notification to third parties requesting offender data; a website accessible by the public and containing offender data; and a website containing or linking to pertinent safety, education, and corrections information. The website containing offender data shall include appropriate permissible use and harassment warnings.
- (c) The MSP will include in the SOR offender data supplied by the Tribe in accordance with this MOA.
- (d) The MSP will electronically store offender data and supporting registration documents submitted by the Tribe.

- (e) The MSP will provide the Tribe with registration forms or other means by which the Tribe can supply offender data to the MSP for inclusion in the SOR. If the Tribe maintains an electronic database of criminal conviction information to be included in the SOR and enables the MSP to electronically access or link to that database, the MSP will accept conviction information from the Tribe through that database.
- (f) The MSP will timely notify the Tribe of changes in policy, procedure, or law regarding the submission of offender data to the MSP.
- (g) When an offender whose data has been submitted by the Tribe for inclusion in the SOR is deemed an absconder by the MSP, the MSP will within three business days electronically communicate pertinent information about the absconder to all required jurisdictions or agencies, including the United States Marshals Service and the National Sex Offender Registry. For the purposes of this MOA, an absconder is a person who has failed to register or verify or update their registration as a sex offender when such failure is a violation of criminal or civil law.

5. Responsibilities, Rights, and Limitations – the Tribe

- (a) Before submitting offender data to the MSP for inclusion in the SOR, the Tribe will electronically submit to the MSP the text of, and codes for, Tribal criminal sex offenses. The Tribe will electronically submit to the MSP changes in the text or codes as they occur.
- (b) The Tribe will electronically submit to the MSP all required offender data, including criminal history or applicable juvenile adjudication information concerning sexual and non-sexual offenses, using a form or other means prescribed by the MSP and within time periods required by law.
- (c) Sex offenders convicted in a Tribal court will be required by the Tribe to complete the SOR registration process, including address verification, using the Tribe's processes and procedures. Sex offenders who are residing, working, attending school, or visiting for more than seven days on Tribal lands, will be required by the Tribe to complete the SOR registration process, including address verification, using the Tribe's processes and procedures. Information submitted under this subsection shall be submitted to the MSP as required in subsection (b) above.
- (d) The Tribe will timely inform offenders to be included in the SOR of their duties under the SORNA and under Michigan law if the offender leaves Tribal lands. The Tribe will require sex offenders to read and execute a notice provided by the MSP explaining the offender's duty to register and certifying that the offender understands the registration requirement. The Tribe will provide the executed notice to the MSP within three business days of receipt by the Tribe.
- (e) The Tribe will provide sex offenders with a reasonable opportunity to make an in-person report of changes in their registration information or address verification to a designated Tribal law enforcement official. The Tribe will provide changes to the MSP within three business days of receipt by the Tribe.
- (f) The Tribe will make reasonable efforts to determine whether a sex offender suspected of absconding has actually absconded. If the Tribe determines that an offender has absconded, the Tribe will electronically notify the MSP within three business days of the Tribe's determination.
- (g) The Tribe will investigate absconding sex offenders or delegate such investigations to another law enforcement agency having jurisdiction, and the Tribe will notify the MSP of which agency is conducting such investigations. If the Tribe deems it appropriate, the Tribe will prosecute absconders or take other action in accordance with applicable law.
- (h) The Tribe will enter into an agreement with the MSP to maintain a secure connection to the Michigan Criminal Justice Information Network portal for submission of information to the MSP.

6. No Indemnification

The parties shall not indemnify each other for any purpose arising out of the operation of this MOA; the parties agree to assume their own costs of litigation that may arise out of the operation of this MOA, whether the litigation is filed or joined by either party or a third party.

7. Notice of Claims

The parties agree to notify the other, in writing, of any claim, of which a party has knowledge, asserted against either party or their employees, officers, agents, or directors when such claim purports to arise out of the subject of this MOA. Such notification must be made within five business days of discovery of the claim.

8. Dispute Resolution

It is the intent of the parties that disputes arising out of the operation of this MOA be resolved informally. The parties agree to make good faith efforts to reach informal resolution for at least sixty days before terminating this MOA or commencing legal action.

9. Amendment

This MOA may not be amended except by written instrument executed by both parties.

10. Severability

If any portion of this MOA is held by a court having jurisdiction to be unlawful, unenforceable, or void, the remaining provisions shall remain in full force and effect.

11. Assignment

This MOA may not be assigned, delegated, or otherwise transferred by the parties, nor may any right, duty, or obligation under this MOA be assigned, delegated, or transferred, unless otherwise provided for in this MOA.

12. Entire Agreement

This MOA constitutes the entire agreement between the parties and it supersedes all prior agreements and understandings between them with regard to the subject of this MOA.

13. Term of Agreement

This MOA shall be effective for one-year from the effective date, and shall automatically renew for consecutive one-year terms unless terminated by either party. The parties agree that in the event a party desires a change in the terms of the MOA without terminating it, they shall provide the other party written notice at least sixty days prior to the end of a term.

14. Termination of Agreement

- (a) Either party may unilaterally terminate this agreement for any reason and at any time. Such termination is effective ninety days after the non-terminating party receives written notice of intent to terminate, unless the parties mutually agree to a different termination date. The parties agree not to initiate termination under this subsection until such time as the requirements for informal resolution in section 8 of this MOA have been met.

- (b) The parties recognize that the MSP is an executive branch agency of state government subject to the control of the Governor of Michigan and the Michigan legislature. The MSP may terminate this MOA without advance notice when so ordered by an Executive Order issued by the Governor of Michigan or in the event the Michigan legislature amends Michigan law in such a way as to make it impossible for the MSP to meet its obligations under this MOA.
- (c) Within five business days after the effective date of termination under this section, the MSP may remove from the SOR all offender data previously submitted by the Tribe. If, prior to the effective date of termination, the Tribe makes a written request for copies of the offender data removed, the MSP shall provide such data to the Tribe within five business days after termination.

15. Notices

Written notices required under this agreement shall be delivered via first class mail to the following:

For the MSP:

Director, Statistical Records Division
 106 West Allegan Street
 Lansing, Michigan 48933

For the Tribe:

Chairperson
 Little Traverse Bay Bands of Odawa Indians
 7500 Odawa Circle
 Harbor Springs, MI 49740

16. Effective Date

This MOA is effective once executed by both parties by signature of an officer, agent, or employee having apparent authority to enter the agreement on behalf of the party they represent.

17. Execution

For the Michigan Department of State Police:

Deane L. Sherman Date: 8-24-09

Name and Title:
Deane L. Sherman
Director, Statistical Records
 Address:
106 West Allegan Street
Lansing, MI 48933

For the Little Traverse Bay Bands of Odawa Indians:

Frank Ettauwageshik Date: 8-11-09

Name and Title:
Frank Ettauwageshik, Chairperson
 Address:
7500 Odawa Circle
Harbor Springs, MI 49740