

LAW ENFORCEMENT AGREEMENT BETWEEN THE HANNAHVILLE INDIAN COMMUNITY AND THE COUNTY OF MENOMINEE

PREAMBLE

This Agreement dated: January 01, 2001, is between the Hannahville Indian Tribe of Michigan, and the County of Menominee.

The Tribe is authorized to enter agreements with state, local and federal governments pursuant to Article V Section 1(9) of the Tribe's constitution. The County is authorized by Section MCL 28.601 et. Seq. to enter into agreements with other governmental units.

Intent

The Tribe and County each wish to provide for better law enforcement by establishing a process for the cross-deputization of Hannahville law enforcement officers by the Menominee County Sheriff's Department.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Section 1. Definitions

As used in this Agreement:

"Cross-Deputized officer" means any law enforcement officer of the Hannahville Indian Community who is commissioned pursuant to this Agreement to serve as a law enforcement officer of the County.

Section 2. Commissioning Officers

- A. The Tribal Chief of Police shall submit to the County Sheriff the names of law enforcement officers who are qualified to serve as Menominee County Deputies, along with a description of the qualifications of each named officer. An officer shall be qualified if he or she satisfies qualifications determined by M.C.O.L.E.S. and the BIA.
- B. The County Sheriff may without undue delay commission as a Menominee County Deputy each law enforcement officer so named upon determining the applicant officer is qualified to serve as a Menominee County Deputy.

Section 3. Denial of Commission

- A. The County Sheriff may issue a commission unless he or she determines, in his or her discretion, that grounds exist for denying the applicant a commission.
- B. If the applicant is denied, the County Sheriff shall notify the Tribe's Chief of Police in writing with a statement of the reasons.
- C. No applicant shall be denied a commission on the basis of race, creed, sex, color or national origin.

Section 4. Oath of Office

- A. All officers who receive appointment must execute an oath of office provided by the County Sheriff. The oath of office contains the powers and duties of the officer which must be fully complied with. The signature of the officer acknowledges understanding and acceptance of those powers and duties.

Section 5. Duration of Commission

- A. Any commission granted under the Agreement shall not exceed that time period in which the County Sheriff may hold the office of Sheriff. At the expiration of the commission, a new agreement must be signed.

Section 6. Qualifications and Training of Officers

- A. The County Sheriff may deputize any full-time law enforcement officers of the Hannahville Indian Community who are otherwise qualified to be Menominee County Deputies and who are assigned to patrol the area encompassing the Tribe's reservation and Indian Country.

Section 7. Suspension and Revocation of Commissions

- A. The County Sheriff may, at any time, suspend or revoke the Menominee County Deputy commission of any cross deputized officer, for reasons solely within his or her discretion.
- B. The Tribe's Chief of Police shall receive written notice from the County Sheriff if the deputy commission is suspended or revoked as provided in this Agreement, with the reason stated in the notice.
- C. Within 5 days of receiving written notice of suspension or revocation from the County Sheriff, the Tribe's Chief of Police shall return the suspended or revoked county commission to the County Sheriff unless otherwise directed.

Section 8. Duty to Inform

- A. The Tribe's Chief of Police shall inform the County Sheriff when any of the following conditions exists:
1. the cross-deputized officer terminates employment as a full-time tribal law enforcement officer for any reason;
 2. the cross-deputized officer is transferred to another area or jurisdiction;
 3. the cross-deputized officer is suspended for any reason;
 4. the cross-deputized officer is under indictment or convicted of a misdemeanor or felony;
 5. the cross-deputized officer has been found not to be free of any physical, emotional or mental condition which might adversely affect his or her performance as a law enforcement officer; or
 6. the commission expired.

Section 9. Reinstatement

- A. Any cross-deputized officer whose commission under this Agreement is suspended or revoked may apply to the County Sheriff for reinstatement.

Section 10. Scope of Powers

- A. Designated cross-deputized officers shall have all the powers of the county deputies to enforce State and local laws, including the power to make arrests for violations of state and local laws. Others shall be restricted to on reservation cross-deputization only.

Section 11. Criminal Procedures

- A. Cross-deputized officers shall comply with the applicable statutory provisions concerning enforcement of state and local laws.

Section 12. Notice of Use of Powers

- A. Any cross-deputized officer must give notice to the County Sheriff or his/her designee officer in charge within 3 hours of such use.

Section 13. Territorial Limitation

- A. Notwithstanding the territorial limits on the powers conferred, a cross-deputized officer may proceed in fresh pursuit of an offender beyond the Tribe's Indian Country. Any actions taken in fresh pursuit of an offender shall comply with Section 21. Fresh Pursuit of this Agreement.

Section 14. Custody

- A. Cross-deputized officers who make arrests within the County's jurisdiction shall notify the County Sheriff Department of any arrest by police radio, and shall turn over the arrested party to a duly authorized officer of the County including a Judge, a county deputy or the county Sheriff.

Section 15. Time Limitation

- A. No person shall be detained by a cross-deputized officer for a period in excess of 30 minutes without notification to a commissioned officer of the county.

Section 16. Arrest Procedure

- A. Any person taken into custody by a cross-deputized officer shall be immediately informed of his or her Miranda rights by the law enforcement officer and that person shall also be afforded any other rights conferred by law.

Section 17. Citations

- A. Cross-deputized officers shall use the Michigan Citation when issuing citations for violations of Michigan or local laws.
- B. The Tribe agrees to reimburse the County for the cost of Michigan Citation forms provided to the Tribe.
- C. The Tribe's law enforcement agency shall issue, keep around of, and require a receipt for, each serially numbered Michigan citation issued to individual cross-deputized officers.
- D. A copy of any citation issued pursuant to a commission authorized by this Agreement must be submitted within 2 days to the County Sheriff.
- E. Additional requirements concerning the citations, including specific distribution and control procedures, may be issued by the County Sheriff.

Section 18. Supervision and Control of Officers

- A. Cross-deputized officers shall remain under the ultimate control of the Tribe's Chief of Police but shall take supervision and directions from the county official designated by the County Sheriff while in the Counties jurisdiction.

Section 19. Compensation and Benefits of Officers

- A. Cross-deputized officers are not employees of the County. The County 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. The Tribe shall be liable for its employees' salaries, worker's compensation protection and civil liabilities.

Section 20. Continued Service

- A. The County will continue, subject to reasonable fiscal and personnel constraints, to provide services within the area to which this Agreement is applicable as set forth in Section 13. Territorial Limitations.

Section 21. Fresh Pursuit

- A. Any duly authorized law enforcement officer of either the County or the Tribe, including any of its political subdivisions, 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 boundary of the reservation 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 into the County, the tribal officer involved shall make every attempt promptly to notify county law enforcement authorities of the entry into their jurisdiction and to request their cooperation and assistance.
- C. In all such incidents where tribal law enforcement officers arrest a non-Indian, the officer shall turn over the individual to county authorities.

- D. In all such incidents where tribal law enforcement officers arrest a tribal member outside the reservation or Indian Country, tribal law enforcement officers may take the accused into their custody and immediately remove the suspect to the reservation to process the arrest. Where the actual arrest is made by cooperating county officers, the arresting officers shall immediately deliver the accused into tribal custody for removal to the reservation.

Section 22. Immunities

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

Section 23. Hold Harmless

- A. The Tribe and County 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 Tribe and County shall be responsible for all liabilities 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 Tribe or County be held liable for the acts of employees of the other party performed under color of this Agreement.

Section 24. Indemnification

- A. The Tribe and County 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 25. Costs

- A. The County shall assume responsibility for all costs incurred by its officers under this Agreement.
- B. The Tribe shall assume responsibility for all cost incurred by its officers under this Agreement.

Section 26. Oversight Committee

- A. A committee consisting of tribal and county law enforcement officers shall review activities

- 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 and seizure of or otherwise modify the legal rights of any person, to accomplish any action violative of state or federal law or to subject the parties to any liability to which they would not be subject by law.

Section 32. 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 33. 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:

Menominee County Sheriff's Department
831 Tenth Avenue
Menominee, Michigan 49858

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

Hannahville Tribal Police Department
N14911 Hannahville B-1 Road
Wilson, Michigan 49896

Section 35. Repealers

- A. This Agreement constitutes the entire Agreement between the parties. All written agreements previously entered into between the parties regarding the cross-deputization of officers are mutually rescinded upon the execution of the execution of this Agreement.

The effective date of this Agreements shall be 1st day of January, 2001.

and 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 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.

Section 27. Regular Meetings

- A. 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 this as necessary. The committee co-chairmen may invite representatives of their respective courts and prosecutors to attend the meetings.

Section 28. 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 29. Revocation of Agreement

- A. Either party may suspend or revoke this Agreement at any time by formal action of the governing bodies of either the Tribe or County with 5 days written notice to the other and the revocation shall be effective 5 days after notice is received by the other party.
- B. Upon revocation of the Agreement,
 - 1. the Tribe's Chief of Police shall return to the County Sheriff all Michigan citation forms in its possession and be reimbursed for the unused citations.
 - 2. the Tribe's Chief of Police shall return any law enforcement commissions issued under the Agreement.

Section 30. Amendments

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

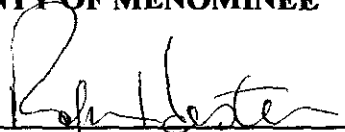
Section 31. Saving

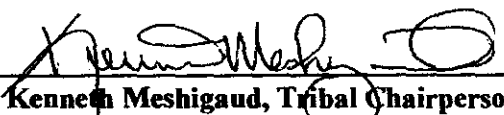
- A. This Agreement, or any commission issued pursuant to it, shall not confer any authority on a county or state court or other state or county authority which that court or authority would not otherwise have.

IN WITNESS THEREOF, the parties have executed the Agreement the date and year first above written by authority of the Hannahville Tribal Council and County of Menominee.

COUNTY OF MENOMINEE

TRIBE OF HANNAHVILLE

BY: 
Ralph Hester, County Administrator

BY: 
Kenneth Meshigaud, Tribal Chairperson

DATE: _____

DATE: December 15, 2000

BY: 
Edward Powell Jr., Menominee County Sheriff

BY: 
Thomas A. Hayward, Chief of Police

DATE: 12-15-2000

DATE: December 15, 2000