

**LAW ENFORCEMENT AGREEMENT
BETWEEN
THE MICHIGAN DEPARTMENT OF STATE POLICE
AND
THE SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN**

Introduction

The State of Michigan and the Saginaw Chippewa Indian Tribe of Michigan ("Tribe"), collectively the "Parties," enter into this agreement (the "Agreement").

The Tribe is a federally recognized Indian tribe with inherent powers of self-government and is authorized to enter into this Agreement pursuant to Articles VI(1)(a), (i), (j), (n), and (o) of its Amended Constitution and By-laws (approved Nov. 4, 1986).

The State is authorized to enter this Agreement pursuant to the Urban Cooperation Act of 1967, MCL 124.501 et seq., the Commission of Law Enforcement Standards Act, MCL 28.601 through 28.616, and 1935 PA 59, MCL 28.1 through 28.16.

Recitals

The Parties agree that all people who live within the Tribe's Indian County (as defined below and including the Isabella Reservation), Indian and non-Indian alike, are entitled to feel safe and secure, and are entitled to equal protection by law enforcement.

The Parties agree that any abuse of power or discretion by individual law enforcement officers of either Party cannot be tolerated and the Parties have a mutual interest in establishing a process to investigate and address any claims of abuse.

The Parties have reached agreement regarding a Tribal Enclave (defined below) comprised primarily of Tribal Lands in which non-Tribal law enforcement will only conduct limited patrols, but within which all people will be entitled to appropriate law-enforcement response at all times.

The Parties agree that there must be a free exchange of information between the Parties' law-enforcement agencies.

The Parties' respective law-enforcement agencies have a history of mutual aid and must be able to continue to assist one another as necessary.

The Parties wish to establish cross-appointment authority that will provide for the most efficient, effective, and cooperative law-enforcement response to the citizens they represent.

The Parties acknowledge a need to eliminate uncertainty regarding the scope of each Party's law-enforcement authority in and near the Tribe's Indian Country.

The Parties recognize that when law-enforcement officers arrest a criminal suspect, the officers may not know whether the suspect or the victim is a Tribal Member, other Indian, or a non-Indian (defined below), or whether the arrest or the suspected crime has occurred in Indian Country (defined below), and that it may be difficult to immediately determine the proper jurisdiction in which to file charges.

The Parties intend that official jurisdictional determinations will be made by a prosecutor or court from one of their respective jurisdictions, not by cross-deputized arresting officers who may deliver the suspect to an appropriate detention facility.

The Parties agree that, for purposes of this Agreement, any Indian (whether a Tribal Member or other Indian) charged with a crime allegedly committed on the Tribe's Indian Country may only be prosecuted in Federal and/or Tribal Court.

Accordingly, the Parties agree as follows:

Terms

1. Definitions

As used in this Agreement:

- A. "Applying Party" refers to the Party that is submitting or has submitted an officer for cross-appointment to the other Party, and may refer to either the Tribe or the State.
- B. "BIA" stands for Bureau of Indian Affairs.
- C. "Cross-appointed Officer" means either a State Police officer cross-appointed as a Tribal Officer or a Tribal Officer cross-appointed as a State Police officer.
- D. "Cross-appointing Party" refers to the Party that is cross-appointing an officer of the other Party, and may refer to either the Tribe or the State.
- E. "Emergency" means an event reasonably perceived as an imminent threat to public safety that justifies immediate law-enforcement response, including but not limited to "in-progress" calls or other exigent circumstances.
- F. "Fresh Pursuit" means continuing pursuit of a suspect where an officer either: (i) observes the commission of a crime, including traffic infractions, and pursues the suspect without unreasonable delay; or (ii) has reasonable grounds to suspect a felony

or a misdemeanor punishable by more than 92 days in jail has been committed and pursues the suspect without unreasonable delay.

- G. "Indian" means any person who is a member of any federally recognized Indian tribe, band, nation, or other organized group or community of Indians recognized as eligible for the services provided to Indians by the Secretary of the Interior because of their status as Indians, or who is an Alaskan Native and a member of a Regional Corporation as defined in the Alaska Native Claims Settlement Act, 43 U.S.C. § 1606.
- H. "Indian Country" means all lands within the Reservation (regardless of fee status) and any land held by the United States in trust for the benefit of the Tribe or a Tribal Member, and under federal law includes:
- (a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and including rights-of-way running through the reservation,
 - (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and
 - (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.
- 18 U.S.C. § 1151.
- I. "Isabella Indian Reservation" or "Reservation" has the meaning specified in the Order for Judgment entered by the United States District Court for the Eastern District of Michigan in Saginaw Chippewa Indian Tribe of Michigan v. Granholm, et al., Case No. 05-10296-BC (the "Court Order").
- J. "MCOLES" stands for Michigan Commission on Law Enforcement Standards.
- K. "Outside Officer" means a State Officer who is not assigned to the Mt. Pleasant or West Branch State Police Post, but who is assigned to a unit that provides K-9 tracks, dive team, forensic, bomb squad, aviation, or other specialized services.
- L. "Police Commander" means the State Police Commander for Mt. Pleasant State Police Post #41 or the State Police Commander for the West Branch State Police Post #36 or the Captain of the Tribe's Police Department, or their respective designees. Such designations must be made in writing by the respective Police Commanders and provided to all other Police Commanders.

- M. "State Officer" means a law-enforcement officer employed by the State.
- N. "Tribal Enclave" means the area designated on the map attached as Exhibit A, as may be amended from time to time upon mutual agreement and where the Tribe acquires additional fee and/or trust lands.
- O. "Tribal Member" means an enrolled member of the Tribe.
- P. "Tribal Officer" means a law-enforcement officer employed by the Tribe.

2. Retention of Legal Rights, Jurisdiction, and Sovereign Immunity

- A. This Agreement may not be construed to waive any immunity, to modify the legal requirements for arrest or search and seizure, to otherwise modify the legal rights of any person, to accomplish any act that violates State or federal law, or to subject the Parties to any liability to which they would not be subject by law.
- B. Notwithstanding the foregoing, the Parties recognize, consistent with the above-referenced Court Order, that to the extent that this Agreement conflicts with the decisions of either *Moses v. Dept. of Corrections*, 274 Mich. App. 481, 736 N.W.2d 269 (Mich. Ct. App. 2007) or *People v. Bennett*, 195 Mich. App. 455, 491 N.W.2d 866 (Mich. Ct. App. 1992), this Agreement controls.
- C. This Agreement does not affect any other agreements that either Party may enter into with any third party now or in the future.
- D. This Agreement may not be construed as a waiver of either Party's sovereign immunity.

3. Cross-Appointment of Qualified Officers

- A. To qualify for cross-appointment, a police officer must meet all of the following requirements: (1) licensure under current MCOLES; (2) cross-training or other orientation as may be reasonably required by the other Party; (3) training under BIA standards (which need only be completed within six months of the initial cross-appointment where an applicant meets all other requirements); and (4) nomination for cross-appointment by his or her own Police Commander. For example, a Tribal Officer would be qualified for cross-appointment if he or she is licensed under current MCOLES standards, cross-trains with the State (if necessary), and is nominated for cross-appointment by the Tribal Police Commander.
- B. In addition to meeting the requirements specified in Section 3(A), State Officers nominated for cross-appointment by the Tribe must be assigned to either the Mt. Pleasant or the West Branch State Police Post.

- C. On an as-needed basis, the Applying Party may submit to the Cross-appointing Party the names of the Applying Party's police officers who are qualified to serve as Cross-appointed Officers, along with a description of the qualifications of each named officer.
- D. Upon confirming that an applicant is qualified under the terms of this Agreement, the Cross-appointing Party's Police Commander must, without undue delay, either cross-appoint the Applying Party's applicant officer, or deny the cross-appointment under Paragraph 5(A) of this Agreement. The Cross-appointing Party's Police Commander must transmit a list of the cross-appointed officers to the Applying Party's Police Commander.
- E. The Cross-appointing Party may not deny a cross-appointment, reinstatement, or other consideration under this Agreement on the basis of tribal membership or Indian heritage, race, creed, sex, color, sexual orientation, or national origin.
- F. Any cross-appointment granted under this Agreement is effective for the duration of this Agreement unless terminated, suspended, or revoked by a Cross-appointing Party as provided in this Agreement.

4. Duty to Inform

The Applying Party's Police Commander must inform the Cross-appointing Party's Police Commander within 24 hours when a Cross-appointed Officer:

- A. is terminated or otherwise leaves employment as a full-time law-enforcement officer for any reason;
- B. is transferred to another area or jurisdiction;
- C. is suspended for any reason;
- D. is indicted or convicted of a misdemeanor or felony in any court;
- E. is found to have any physical, emotional, or mental condition that might adversely affect his or her performance as a law-enforcement officer;
- F. no longer meets the qualifications as set forth in Section 3(A) of this Agreement; or
- G. takes a leave of absence where his or her law-enforcement authority is relinquished during the leave.

5. Denial, Suspension, or Revocation of Cross-Appointment

- A. If a Cross-appointing Party's Police Commander determines, in his or her discretion, that grounds exist to deny the applicant a cross-appointment, the Cross-appointing Police Commander must promptly issue a written explanation for the denial, and must provide this explanation to the applicant and to the Applying Party's Police Commander.
- B. The Cross-appointing Party may suspend the Applying Party's police officer's cross-appointment for any cause listed in Section 4 or for other good cause.
- C. The Cross-appointing Party must adopt a protocol specifying the procedure for suspension or revocation of the cross-appointment of the Applying Party's officers and must share that protocol with the Cross-appointing Party. The protocol must include a provision requiring the two Parties to consult with one another prior to any suspension or revocation of a cross-appointment, and must include a requirement that any suspensions or revocations must be made in a writing delivered to the other Party's Police Commander.
- D. A Cross-appointing Party may revoke a cross-appointment as provided in the Cross-appointing Party's protocol. The Cross-appointing Party's decision is final and may not be appealed, except to the extent detailed elsewhere in this Agreement. Nothing in this Agreement creates any right of judicial review.
- E. Nothing in this Agreement prevents an officer who has been suspended or revoked from re-applying for cross-appointment at any time after that officer's Police Commander has provided the Cross-appointing Police Commander with a request for reinstatement and satisfactory evidence that the applicant has: (i) satisfied the conditions in the Cross-appointing Party's protocol for reinstatement; (ii) corrected the conditions that lead to suspension or revocation; and (iii) met all other requirements for cross-appointment under this Agreement.

6. Scope of Powers

- A. Cross-appointed State Officers have all the powers of a Tribal Officer to enforce Tribal laws within the Tribe's Indian Country.
- B. Cross-appointed Tribal Officers have all the powers of a State Officer to enforce State laws within the Tribe's Indian Country.
- C. Cross-appointed Tribal Officers who respond to requests for assistance by the State Police for law-enforcement services or for support either inside or outside of the Tribe's Indian Country have all the powers of a State Officer through the duration of the situation giving rise to the request.

- D. Cross-appointed State Officers who respond to requests for assistance by the Tribal Police Commander for law-enforcement services or support inside the Tribe's Indian Country (including the Tribal Enclave) have all the powers of a Tribal Officer through the duration of the situation giving rise to the request.
- E. It is the intent of the Tribe and of the State that qualified State Officers be commissioned to exercise federal law-enforcement powers within the Tribe's Indian Country pursuant to the federal Indian Law Enforcement Reform Act, 25 U.S.C. § 2801 *et seq.* and relevant regulations. The Tribe agrees to take or support all actions necessary to facilitate federal commissioning of qualified State Officers. The Tribe reserves the right to seek suspension or revocation of an officer's federal certification as provided by federal law or policy.
- F. While in transit for official business outside of the Tribe's Indian Country, Cross-appointed Tribal Officers may exercise State law-enforcement authority under either of the following circumstances:
 - i. With prior authorization from the local MSP Post Commander or MSP regional dispatch in the relevant area(s) of transit; or
 - ii. In response to an Emergency or Fresh Pursuit, for which no prior MSP authorization is required.

Whether or not the Tribal Officer is cross-appointed, if that Tribal Officer exercises State law-enforcement authority under this section, the Tribal Officer must follow all other relevant provisions of this Agreement, including but not limited to the notice provisions of Sections 11(C) and (D),

7. Special Provisions Related to Tribal-Enclave

- A. Cross-appointed State Officers may not enter the Tribal Enclave for law enforcement purposes except: (1) to respond to a 911 dispatch call or other emergency; (2) when in Fresh Pursuit; or (3) upon the request of or with the prior authorization of the Tribal Police.
- B. State Officers may routinely patrol or travel on the following roads running through or past the Tribal Enclave area: M-20, Shepherd, Leaton, Broomfield, Broadway, Summerton, Remus, Airport Road, and U.S. 127.
- C. This Agreement does not restrict the ability of any State Officers to travel within the Tribe's Indian Country while off-duty

8. Notification and Custody upon Arrest of Tribal Member or Other Indian

- A. Unless a Tribal Officer has responded and is present at the scene to handle and transport arrestees, a cross-appointed State Officer who makes an arrest of a Tribal Member or other Indian anywhere within the Tribe's Indian Country must immediately notify his or her own Police Commander of the arrest by police radio, telephone, or other appropriate form of communication. As soon as possible and by standard police communication channels, the State Officer's Police Commander must notify the Tribe's Police Commander of the arrest.
- B. A cross-appointed Tribal Officer who makes an arrest of a non-Indian may transport the arrested individual to the appropriate lockup for processing. The Tribe is not required to separately notify the State Police of the arrest by police radio, telephone, or other appropriate form of communication.

9. Citations

- A. Cross-appointed State Officers must use the Tribe's citation forms to cite a Tribal Member or other Indian for a violation of Tribal law.
- B. Cross-appointed Tribal Officers must use State and/or local citation forms to cite a non-Indian for a violation of State law.

10. Criminal Procedure and Prosecution

- A. Cross-appointed State Officers must comply with applicable Tribal law in connection with the performance of any Tribal law-enforcement duties under this Agreement.
- B. Cross-appointed Officers of the Tribe must comply with applicable State and local law in connection with the performance of any State law-enforcement duties under this Agreement.
- C. Cross-appointed Officers making an arrest under the terms of this Agreement must complete all the required departmental forms and reports of their own agency regardless of whether the arrested person remains in the custody of the arresting agency or is turned over to another agency for processing.
- D. Cross-appointed Officers must honor lawfully issued subpoenas requesting the officer's appearance in Tribal, Federal, State, or municipal court, as required.

11. Fresh-Pursuit and Emergency Exceptions

- A. This Agreement does not prevent: (1) a State Officer, whether cross-appointed or not, from continuing Fresh Pursuit of a suspect into the Tribal Enclave; or (2) a Tribal

Officer, whether cross-appointed or not, from continuing Fresh Pursuit of a suspect out of the Tribe's Indian Country.

- B. In the event that a State Officer enters the Tribal Enclave area in Fresh Pursuit, the officer must, as soon as practicable, ensure that the Tribal Police are notified of the officer's entry into the Enclave for law-enforcement purposes. The State Officer must document the time and purpose of the entry, whether a suspect was stopped, arrested, or a citation was issued, and the time and manner in which the notification to the Tribal Police was made, and must promptly provide this documentation to the Tribal Police.
- C. Whether Cross-appointed or not, nothing in this Agreement prevents a State or Tribal Officer from taking appropriate action in an Emergency.
- D. As soon as possible, the State or Tribal Officer responding to an Emergency must, via standard police communication channels, notify his or her own Police Commander who must, in turn, notify the other Party's Police Commander of the Emergency response.

12. Mutual Aid

- A. The State Police may request assistance from the Tribal Police to assist the State Police to respond to incidents outside the Tribe's Indian Country.
- B. The Tribal Police Commander may request that State Police assist the Tribe to respond to incidents inside the Tribe's Indian Country (including within the Tribal Enclave).
- C. The Parties may expressly authorize each others' cross-appointed officers to patrol or assist law-enforcement efforts in a manner broader than that contemplated in this Agreement, but only in limited areas, for limited times, and for limited purposes. This may include participation in joint task forces (*e.g.*, narcotic enforcement, youth services, etc.), provision of services during special events (*e.g.*, "Western Weekend"), meeting special law-enforcement needs (*e.g.*, drunk-driving enforcement), conducting investigations, or filling other needs. The Parties' Police Commanders must define in writing the extent, scope, and duration of any such authorization before the broader efforts are authorized.
- D. Outside Officers may not be cross-appointed under this Agreement, but may be called on to provide specialized assistance to State, local, and Tribal law enforcement agencies in Isabella or Arenac Counties, including, on occasion, within the Tribe's Indian Country. The Tribal or local State Police Commander may request the services of Outside Officers on a temporary basis, provided that the local State Police Commander must obtain advance authorization from the Tribal Police Commander

before such outside officers exercise their temporary Tribal-law-enforcement authority under this Agreement. When their services are so requested, Outside Officers have all the powers and limitations of a cross-appointed State Officer under this Agreement. Outside Officers retain their status as cross-appointed State Officers only for the duration of the situation giving rise to the request and only if the officer has not previously been suspended or denied cross-appointment through the process described in Sections 4 and 5 of this Agreement. All other provisions of this Agreement apply to Outside Officers for the duration of their temporary Tribal-law-enforcement authority, including as to the required notice to enter the Tribal Enclave and other provisions. This provision does not limit Outside Officers' existing law-enforcement authority under State law.

- E. This Agreement does not and is not intended to cover the enforcement of gaming laws, including but not limited to the Indian Gaming Regulatory Act, 25 U.S.C. §§ 2701 *et seq.*, or any natural-resources laws.

13. Supervision and Control of Cross-Appointed Officers

- A. Cross-appointed State Officers are under the ultimate control of the State Police while cross-appointed as Tribal Officers.
- B. Cross-appointed Tribal Officers are under the ultimate control of the Tribal Police Commander while cross-appointed as State Officers.

14. Compensation and Benefits of Cross-Appointed Officers

- A. Cross-appointed State Officers are not employees of the Tribe. To the extent lawful appropriations are available, the State is liable for its employees' salaries, worker's compensation protection, and civil liabilities in accordance with MCL § 691.1401. Each State Officer must be deemed to be performing regular duties for the State Police while performing services under this Agreement.
- B. Cross-appointed Officers of the Tribe are not employees of the State Police. To the extent lawful appropriations are available, the Tribe is liable for its employees' salaries, worker's compensation protection, and civil liabilities. Each Tribal Officer must be deemed to be performing regular duties for the Tribe while performing services under this Agreement.
- C. The Tribe may not be held liable for the salaries, worker's compensation protection, or civil liabilities of State Officers under any circumstance.
- D. The State may not be held liable for the salaries, worker's compensation protection, or civil liabilities of Tribal Officers under any circumstance.

15. Joint Law Enforcement Review Committee

- A. In the interest of encouraging a collaborative approach to law enforcement in Isabella County and to encourage communication between all law-enforcement entities within the Tribe's Indian Country and Isabella County, this Agreement creates a Joint Law Enforcement Review Committee. Similar provisions are included in concurrently entered law-enforcement agreements between the Tribe, City, and County. The Review Committee is comprised of the Police Commanders for the Tribe and the State, along with the Police Commanders of each of the other respective parties to the other law-enforcement agreements containing a similar provision. Each Party may appoint a second representative to the Committee.
- B. The Review Committee sets the date, place, and rules of its meetings, but the Review Committee must meet at least once annually by the anniversary of the effective date of this Agreement.
- C. The Review Committee may develop proposals for operational plans or protocols to implement this Agreement.
- D. As it is appropriate, the Review Committee may invite representatives from the Parties' respective courts and prosecuting attorney's offices to attend the committee meetings and discuss the status of this Agreement.
- E. On an as-needed basis, the Review Committee may convene special meetings to hear or respond to public complaints regarding either Party's officers, either Party's police practices, or this Agreement. Nothing in this Section affects each Party's independent authority to issue, revoke, or suspend cross-appointments as discussed in Section 3 of this Law Enforcement Agreement.

16. Day-to-Day Contacts

The first point of contact for any issues that may arise with a Cross-appointed Officer is the Police Commander for that officer. That Police Commander may determine whether the issue should be handled according to internal review procedures.

17. Data Collection and Sharing Information

The Tribe agrees that its Court must abstract to the appropriate State of Michigan agencies the necessary information regarding both civil infraction dispositions and convictions of Tribal Code violations in which the punishment exceeds 92 days incarceration. The Tribe further agrees to take all necessary steps to participate in the Law Enforcement Information Network (L.E.I.N.) system and any other steps necessary to implement this section of the Agreement.

18. Immunities

- A. It is the intent of the Parties that all the immunities enjoyed by Tribal Officers under Tribal or federal law are available for the benefit of cross-appointed State Officers when using their cross-appointment authority under the terms of this Agreement, unless otherwise prohibited by law.
- B. It is the intent of the Parties that all the immunities enjoyed by State Officers under State or federal law are available for the benefit of cross-appointed Tribal Officers when using their cross-appointment authority under the terms of this Agreement, unless otherwise prohibited by law.

19. Hold Harmless

- A. The Parties mutually 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 officers.
- B. Each Party is responsible for all liability of whatever nature arising from the acts of its own officers and employees to the extent provided by law. Under no circumstances may either Party be held liable for the acts that the officers of the other Party perform under this Agreement.

20. No Creation of Third-Party Rights

This Agreement does not create a right in any third party to bring any action under this agreement or any action to enforce this Agreement.

21. Duration and Termination of Agreement

- A. This Agreement remains in effect until either Party terminates the Agreement under the terms of this Section.
- B. Either the State or Tribal Police Commander may suspend or revoke this Agreement at any time for any reason after: (i) making good-faith efforts to resolve disputes informally; and (ii) providing 60 days' written notice to the other Party.
- C. A suspension or revocation of this Agreement immediately terminates all cross-appointments of both the State and the Tribe.

22. Amendments

This Agreement may only be amended by a writing signed by the duly authorized representatives of each Party. The Parties do not require Court approval or other filing to amend the Agreement under this provision.

23. Severability

The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement remains in effect unless terminated as provided for in this Agreement. However, if any provision of this Agreement is severed from the Agreement, then the Parties must promptly meet and negotiate in good faith to achieve the intended purpose of the severed provision in a manner that is valid and enforceable under applicable law.

24. Relationship to Other Agreements

- A. This Agreement constitutes the entire Agreement between the Parties.
- B. Previously entered written agreements between the Parties regarding or relating to law-enforcement or public safety of officers or other emergency-response personnel remain in full force and effect.
- C. If there is any conflict between the terms of any other surviving agreement and the terms of this Agreement, this Agreement controls.
- D. If this Agreement conflicts with the Court Order, the terms of this Agreement govern.

25. Notice

Written notices required or permitted to be given under this Agreement are sufficient if they are sent by registered or certified mail or by other means mutually acceptable to the Parties.

In the case of the State, notices must be sent to:

Post Commander
Mt. Pleasant Post #41, Michigan State Police
3580 S. Isabella Rd.
Mt. Pleasant, MI 48858
Tel: 989-773-5951
Fax: 989-772-2854

With a copy to:

Post Commander
West Branch Post #36, Michigan State Police
496 E. Houghton
West Branch, MI 48661
Tel: 989-345-0956
Fax: 989-345-2216

In the case of the Tribe, notices must be sent to:

Tribal Police Captain
Saginaw Chippewa Tribal Police Department
6954 E. Broadway
Mt. Pleasant, MI 48858
Dispatch: 989-775-4700
Fax: 989-775-4839
With a copy to:

General Counsel
Legal Department
Saginaw Chippewa Indian Tribe
7070 East Broadway
Mt. Pleasant, MI 48858
Tel: 989-775-4032
Fax: 989-775-4614

26. Counterparts

This Agreement may be executed in several counterparts, each of which is an original, but all of which together constitute a single instrument.

27. Authority

The undersigned represent that they are authorized to execute this Agreement on behalf of the Tribe and State, respectively.

28. Preparation of Agreement

The Parties drafted this Agreement and entered into it after careful review and upon the advice of competent counsel. It must be construed as if it were mutually drafted, and may not be construed more strongly for or against either Party.

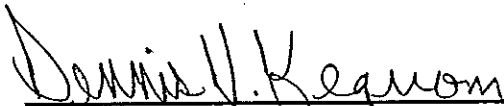
29. Effective Date

This Agreement will be effective when:

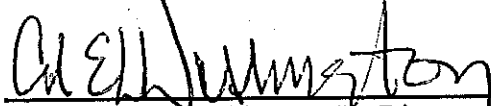
- A. It is signed by both Parties; and
- B. It is approved by the Governor; and
- C. It is submitted to the respective County Clerks of Isabella and Arenac Counties and to the Secretary of State for the State of Michigan; and
- D. The Court Order is signed by the Court, provided that the Court enters the Court Order as it was approved by the State and Tribe. Changes to the form of the Court Order (e.g., pagination, fonts, margins, etc.) do not affect the effective date of this Agreement, but this Agreement is not effective and does not bind the parties if the language of the Court Order is not identical to the language approved by the State and Tribe.

**SAGINAW CHIPPEWA INDIAN TRIBE
OF MICHIGAN**

STATE OF MICHIGAN



Dennis Kequom, Sr., Tribal Chief



Col. Eddie L. Washington, Jr., Director

11-9-10

Date signed

11-8-10

Date signed



Governor Jennifer Granholm

11/8/10

Date signed

The United States District Court for the Eastern District of Michigan entered the Order for Judgment in Case No. 05-10296 on _____, 2010.

