

**LAW ENFORCEMENT AGREEMENT  
BETWEEN  
THE COUNTY OF ISABELLA  
AND  
THE SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN**

**Introduction**

This agreement (the "Agreement") is entered into by County of Isabella (the "County") and the Saginaw Chippewa Indian Tribe of Michigan (the "Tribe") (collectively, the "Parties").

The Isabella County Sheriff is authorized under MCL 51.70 and 51.73 to appoint special deputies "by an instrument in writing, to do particular acts." This Agreement is entered into pursuant to the provisions of the Urban Cooperation Act, MCL 124.501 *et seq.*

The Tribe is a federally recognized Indian tribe possessing 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).

**Recitals**

The Parties agree that all people who live within the Tribe's Indian Country (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.

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, 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 County.
- B. "BIA" stands for Bureau of Indian Affairs.
- C. "County Limits" means the jurisdictional boundaries of the County as of the effective date of this Agreement.
- D. "County Officer" means a law-enforcement officer employed by the County Sheriff's Department.
- E. "Cross-appointed Officer" means either a County Officer cross-appointed as a Tribal Officer or a Tribal Officer cross-appointed as a County Officer.
- F. "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 County.
- G. "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.
- H. "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.

- I. "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.
- J. "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.

- K. "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").
- L. "MCOLES" stands for Michigan Commission on Law Enforcement Standards.
- M. "Police Commander" means either the County Sherriff or the Captain of the Tribe's Police Department (or other head of each respective department, however named) or their respective designees, as determined in writing by each Police Commander. Such designations must be made in writing by the respective Police Commanders and provided to all other Police Commanders.
- 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 except and only to the extent that both Parties waive their sovereign immunity to the limited extent necessary to effectuate Paragraph 20(D) of this Agreement. This limited waiver of sovereign immunity does not waive the immunity of any official, employee, or agent of either Party.

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 County (if necessary), and is nominated for cross-appointment by the Tribal Police Commander.
- B. 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.
- C. 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.

- D. 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.
- E. 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 other than as stated in this Agreement.
- 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 County Officers have all the powers of a Tribal Officer to enforce Tribal laws within that portion of the Tribe's Indian Country that also lies within the County Limits.
- B. Cross-appointed Tribal Officers have all the powers of County Officers to enforce State and local laws within the County Limits.
- C. Cross-appointed Tribal Officers who respond to requests for assistance by the County Police for law-enforcement services or for support either inside or outside of the Tribe's Indian Country have all the powers of County Officers through the duration of the situation giving rise to the request.
- D. Cross-appointed County 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 County that qualified County Officers be commissioned to exercise federal law-enforcement powers within that portion of the Tribe's Indian Country that lies within the County Limits 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 County Officers. The Tribe reserves the right to seek suspension or revocation of an officer's federal certification as provided by federal law or policy.

7. Special Provisions Related to Tribal-Enclave

- A. Cross-appointed County 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. County 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 US 127.
- C. This Agreement does not restrict the ability of any County Officer to travel normally within any part of 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 County Officer who makes an arrest of a Tribal Member or other Indian anywhere within the Tribe's Indian Country must, upon identification of the arrestee as a Tribal Member or other Indian, immediately notify the County's 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 County'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 County Police of the arrest by police radio, telephone, or other appropriate form of communication.

9. Citations

- A. Cross-appointed County 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 and/or local law.

10. Criminal Procedure and Prosecution

- A. Cross-appointed County Officers must comply with applicable Tribal law in connection with the performance of any Tribal law-enforcement duties under this Agreement.
- B. Cross-appointed Tribal Officers must comply with applicable State and local law in connection with the performance of any County 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.

11. Fresh-Pursuit and Emergency Exceptions.

- A. This Agreement does not prevent: (i) a County 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 County 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 County 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 County or Tribal Officer from taking appropriate action in an Emergency.
- D. As soon as possible, the County 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 County Police may request assistance from the Tribal Police to assist the County Police to respond to incidents outside the Tribe's Indian Country.
- B. The Tribal Police Commander may request that County Officers assist the Tribe to respond to incidents anywhere 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. 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 County Officers are under the ultimate control of the County 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 County Officers.

### 14. Compensation and Benefits of Cross-Appointed Officers

- A. Cross-appointed County Officers are not employees of the Tribe. The County is liable for its employees' salaries, worker's compensation protection, and civil liabilities. Each County Officer must be deemed to be performing regular duties for the County Police while performing services under this Agreement.
- B. Cross-appointed Tribal Officers are not employees of the County Police. 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.

### 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 State. The Review Committee is comprised of the Police Commanders for the Tribe and the County, 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. All the immunities enjoyed by Tribal Officers under Tribal or federal law are granted to the benefit of cross-appointed County Officers when using their cross-appointment authority under the terms of this Agreement, unless otherwise prohibited by law.
- B. All the immunities enjoyed by County Officers under State or federal law are granted to 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. Duration, Revocation, and Disputes

- A. This Agreement remains in effect in perpetuity unless the Parties terminate the Agreement by mutual written consent of both Parties. The Parties do not require Court approval or other filing to terminate the Agreement under this provision.
- B. On or before the five-year anniversary of the effective date of this Agreement, and at five-year intervals after the first meeting, the Parties must meet to discuss in good faith any issues or concerns regarding any aspect of this Agreement.
- C. The United States District Court for the Eastern District of Michigan (the "Court") has continuing jurisdiction to resolve disputes under this Agreement under the terms set forth in this Agreement.
- D. Notwithstanding the foregoing, neither Party may initiate an action in the Court until and unless the Parties have mediated their disputes as provided herein. The Parties intend to resolve any disputes informally and promptly through good-faith negotiations between the Parties. If a dispute arises under or concerning this Agreement, the Parties must proceed as follows:
  - i. The initiating Party must send written notice to the recipient Party setting forth the particulars of the dispute and a suggested resolution of the issue. The recipient Party must respond in writing within 30 days and must respond with specificity to the initiating Party's dispute and suggested resolution.
  - ii. If this does not resolve the dispute, the Parties must meet and confer in person within 30 days after the recipient Party's response to attempt to resolve the matter.
  - iii. If this does not resolve the dispute, the Parties must submit to mediation with a mutually acceptable private mediator. Either Party may initiate this mediation at any time after the meeting contemplated above. The Parties agree to select a mediator with background and experience in: the subject matter that gave rise to the dispute; tribal governments; local governments; and relevant laws, practices, procedures, and operations. In order to decide upon an acceptable mediator, the Parties agree to timely exchange lists of proposed mediators, including the mediators' résumés, confirmation of each proposed mediator's willingness to act as mediator in the dispute, any potential conflicts (if known), any other qualifications, and the proposed mediators' hourly rates. Each Party may strike unacceptable names from the list and number the remaining names in order of preference. The Parties retain the right to reject any proposed mediator, but must make good-faith efforts to select an acceptable mediator under this Agreement. The Parties agree to abide by the mediator's own rules regarding the conduct of the mediation or such other rules upon which the Parties may agree. The Parties must evenly split the costs of mediation.
  - iv. If mediation is unsuccessful, either Party may then petition the Court, and either Party may lodge appeals with the 6th Circuit Court of Appeals and/or the Supreme Court of

the United States, but no other court has jurisdiction to hear the dispute. The Court may not award either Party any monetary damages, but may declare the rights of the Parties and order compliance under this Agreement. The losing Party must bear the prevailing Party's Court costs and attorney's fees. Each Party expressly and irrevocably waives any right to trial by jury.

21. 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.

22. 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.

23. 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, except that:
  - i. On the ninetieth day after the effective date of this Agreement, the Parties mutually rescind the previously entered Law Enforcement Agreement Between the Tribe and County of Isabella regarding deputization of officers, and any other deputization agreements between the parties; and
  - ii. If there is any conflict between the terms of any other surviving agreement and the terms of this Agreement, this Agreement controls.
- C. If this Agreement conflicts with the Court Order, the terms of this Agreement govern.

24. 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 County, notices must be sent to:

Sheriff  
207 N. Court Street  
Mount Pleasant, MI 48858  
Phone: 989-772-5911

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

25. Counterparts

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

26. Authority

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

27. 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.

28. Effective Date

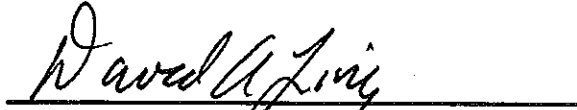
This Agreement is effective on the date that the Court Order is signed by the Court, provided that the Court enters the Court Order as it was approved by the County and Tribe. Changes to the form of the Court Order (e.g., pagination, fonts, margins, etc.) do not affect the

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 County and Tribe.

**SAGINAW CHIPPEWA INDIAN TRIBE  
OF MICHIGAN**

**COUNTY OF ISABELLA**

  
Dennis Kequom, Sr., Tribal Chief

  
David Ling, Chairperson of Isabella County  
Commission

11-9-10  
Date signed

11/9/10  
Date signed

  
Isabella County Sheriff

Nov. 9, 2010  
Date

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