

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TRIBAL COURT	WAABSHKI-MIIGWAN DRUG COURT PROGRAM CLIENT CONTRACT	CASE NUMBER
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Court Address: 7500 Odawa Circle, Harbor Springs, MI

Court Phone: (231) 242-1462

Plaintiff's Name and Address:

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

Defendant's Name and Address:

DOB:

v

Date of probation	Judge
Term of probation	Offense

This agreement made and entered into this , between the Little Traverse Bay Bands of Odawa Indians (LTBB), and the defendant upon the advice and consent of his/her counsel.

It appearing that the offenses in this case are such that the public safety does not demand or require that the said defendant suffer the penalties of law imposed upon him/her at this time.

THEREFORE: In consideration of the diversion to the Waabshki-Miigwan Drug Court Program (WMDCP), it is hereby admitted and agreed by the said defendant and counsel as follows:

1. I admit that there is probable cause for the offenses charged by the complaining witness in the complaints and/or citations on file herein and hereby admit committing the acts in violation of the Tribal Law charged in the complaints(s) or citations (s). I hereby waive my rights, including the right to confront witnesses on these charges, to have a trial by jury, my right against self-incrimination, and my right to an appeal.
2. I agree to the terms and conditions of this CONTRACT and to ANY sentence which may result from the guilty plea entered herein in order to complete the WMDCP with entitled Tribal Court retaining continuing jurisdiction over me and the fulfillment of the terms of the CONTRACT.
3. I will not violate any Tribal, federal, or state law and I will report any arrest or contact with any law enforcement agency to the probation department within one week.
4. I will not commit any acts of violence or threats of violence or exhibit belligerent behavior.
5. I will not have in my possession, use, sell, distribute, or have under my control, any paraphernalia or drugs except as prescribed by licensed physician; and I will not use or possess any alcoholic beverage or enter any establishment where the greater part of revenue is generated by the sale of alcoholic beverages.
6. I will submit to random drug and alcohol screens at the request of a Tribal Court Officer or Law Enforcement Officer while on probation.
7. I will not attend any program requirement while in the possession of a weapon in any form, including firearms or knives.
8. I will not miss any scheduled program or counseling appointment, drug court appearance, drug and alcohol screens, or self-help meetings without a valid reason and prior consent from the WMDCP Coordinator. I understand that consent will only be given at least 24 hours prior to the missed appointment.

9. I will come prepared to court hearings and will exhibit appropriate behavior as described in the "Court Appearances Policy" found in the WMDCP Client Manual.
10. I will comply with the "30/30/30" requirement as outlined in the WMDCP Client Manual and I will provide proof of employment, employment search, community service hours, or school grades to the court.
11. I will submit to any rehabilitative, medical or psychological program as directed by the court.
12. I will pay all costs, restitution, fines, and WMDCP fees prior to being released from probation.
13. I will notify the court of any changes to my address or contact information within forty-eight (48) hours of the change.
14. I will maintain the confidentiality of information learned about all other WMDCP participants.
15. I will make satisfactory progress throughout the WMDCP program as measured by the WMDCP phase requirements, and I will not refuse to comply with any reasonable program requirement.
16. I agree to the attached "WMDCP Release of Confidentiality Form" and will submit any required reports to the Court.
17. I have received and read a copy of the WMDCP Client Manual and understand the policies therein.
18. I agree to fulfill all the above contract terms and conditions in order to complete my probation. Further, if I fail to abide by this contract or if I am **arrested and charged with an alcohol/drug or violent offense by a Law Enforcement Officer**, I understand that my Probation Officer will be required to file a PROBATION VIOLATION report with the Court.
19. I agree that I will be subject to the maximum sentence for the offenses as listed in the LTBB Code if a Probation Violation is filed by my Probation Officer. I further agree that any delay in the SENTENCING for reasons of implementation of this CONTRACT will not constitute grounds for asserting that my constitutional rights have been violated in any manner and I further agree that any delay has arisen only at the specific request of me and my counsel.
20. In consideration of the defendant complying with all of the above terms, conditions, and provisions of this agreement, the LTBB Tribal Prosecutor and the LTBB Tribe, for its part, agree that for a period of one (1) year, that may be extended if needed, from the date hereof, they will defer the imposition of the sentence on the charges to which the Defendant hereby pleads guilty, subject to the terms of this agreement. The Tribe further agrees that after the successful completion of all conditions of said CONTRACT on or about , the LTBB Defense Counsel and the LTBB Tribe will motion the Court to dismiss with prejudice, the charges referred to herein and on file in the Court and Court will dismiss said charges. Defendant at that time may request that the guilty plea be withdrawn, and the Court will grant such a request, and the record of this conviction will be expunged.
21. The LTBB Tribal Prosecutor agrees that the Defendant does not breach this CONTRACT agreement by violations of minor traffic laws, etc., but by all other criminal actions covered in the LTBB Criminal Code.

IT IS SO DATED THIS

Defendant

Tribal Defender, George Lewis

Tribal Prosecutor, Mathew Lesky